

**Bay Area Toll Authority
Oversight Committee**

December 11, 2019

Agenda Item 4g

Regional Measure 3 Annual Report to the Legislature

Subject: Regional Measure 3 (RM3) Annual Report to the Legislature, as required by statute establishing RM3.

Background: Senate Bill 595, which established RM3, requires the Bay Area Toll Authority to *“annually prepare a report to the Legislature, in conformance with Section 9795 of the Government Code, on the status of the projects and programs funded pursuant to Section 30914.7.”* (California Streets and Highways Code, Section 30923(i).)

California Streets and Highways Code Section 30914.7 lists the RM3 Expenditure Plan, consisting of the RM3 capital program and operating program. The section also establishes the requirement for RM3 capital projects sponsors to submit an Initial Project Report to MTC within six months of the election approving RM3; establishes policy for modifying an RM3 program or project’s scope or funding level if it has cost savings, delivery or financing obstacles, or is to be implemented with non-toll funds; and details requirements regarding BATA’s Long-Range Bridge Toll Plan.

The attached 2019 Regional Measure 3 Annual Report to the Legislature details the status of the projects and programs in the RM3 Expenditure Plan, consisting of:

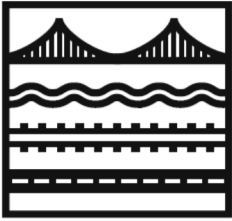
- Collection of Initial Project Reports
- Toll Implementation
- Revenue Collection and Escrow
- BATA Long-Range Bridge Toll Plan
- Current Litigation
- Independent Oversight Committee formation and membership

Recommendation: Refer the 2019 Regional Measure 3 Annual Report to the Legislature to the Authority for approval, and direct staff to submit report to the Secretary of the Senate, Chief Clerk of the Assembly, and Legislative Counsel.

Attachments: 2019 Regional Measure 3 Annual Report to the Legislature



Andrew B. Fremier



Regional Measure 3

Annual Report to the Legislature

2019

The following report is the 2019 Regional Measure 3 (“RM3”) Annual Report to the Legislature, as required by California Streets and Highways Code (“SHC”), Section 30923(i), on the status of projects and programs funded pursuant to Section 30914.7 (“RM3 Expenditure Plan”). The report consists of the following sections:

1. Collection of Initial Project Reports
2. Toll Implementation
3. Revenue Collection and Escrow
4. BATA Long-Range Bridge Toll Plan
5. Current Litigation
6. Independent Oversight Committee Formation and Membership

1. Collection of Initial Project Reports

SHC Section 30914.7(d)(1) states *“For all projects authorized under subdivision (a), the project sponsor shall submit an initial project report to the Metropolitan Transportation Commission within six months of the election approving the toll increase. This report shall include all information required to describe the project in detail, including the status of any environmental documents relevant to the project, additional funds required to fully fund the project, the amount, if any, of funds expended to date, and a summary of any impediments to the completion of the project. This report, or an updated report, shall include a detailed financial plan and shall notify the commission if the project sponsor will request toll revenue within the subsequent 12 months. The project sponsor shall update this report as needed or requested by the commission. Funds shall not be allocated by the commission for any project authorized by subdivision (a) until the project sponsor submits the initial project report, and the report is reviewed and approved by the commission.”*

In October 2018, MTC staff transmitted Initial Project Report templates out to capital project sponsors to collect the information detailed above. Sufficient responses were received for all projects by the statutory deadline of December 5, 2018. No RM3 funds have been allocated to date; correspondingly, no Commission action has been taken regarding the approval of Initial Project Reports, the adoption of performance measures for transit operating assistance, or the execution of operating agreements.

2. Toll Implementation

Pursuant to SHC Section 30916(c)(1), on December 19, 2018, BATA adopted the toll schedule for state-owned toll bridges in the Bay Area, incorporating the three-dollar RM3 phased-in toll increase, with the first dollar increase effective January 1, 2019 (BATA Resolution No. 128).

The toll schedule also incorporates the Fastrak® Electronic Toll Collection RM3 Toll Discount for vehicles crossing more than one bridge on the same calendar day during commute hours, and updates the high-occupancy vehicles rates to incorporate RM3 increases.

3. Revenue Collection and Escrow

On December 19, 2018, BATA approved escrow arrangements relating to bridge tolls collected pursuant to RM3, including a form of escrow agreement for the purpose of establishing an administering an escrow account for such purposes (BATA Resolution No. 129). Collected RM3 funds are being deposited in the established escrow account; as of August 2019, the account contains approximately \$88 million.

4. BATA Long-Range Bridge Toll Plan

SHC Section 30914.7(f) states “If the voters approve a toll increase pursuant to Section 30923, the authority shall within 24 months of the election date include the projects in a long-range bridge toll plan. The authority shall update its long-range plan as required to maintain its viability as a strategic plan for funding projects authorized by this section. The authority shall, by January 1, 2020, submit its updated long-range bridge toll plan to the transportation policy committee of each house of the Legislature for review. This subdivision, to the extent a plan is prepared under this section, supersedes the requirement to prepare and submit a 20-year toll bridge expenditure plan to the Legislature for adoption pursuant to subdivision (h) of Section 30914.”

On January 23, 2019, BATA amended the BATA Long Range Plan to incorporate the RM3 Expenditure Plan. The plan was subsequently updated to incorporate additional projects on June 26, 2019 (BATA Resolution No. 72, Revised). The updated long-range bridge toll plan was submitted to the transportation policy committee of each house of the Legislature for review on December 3, 2019.

5. Current Litigation

On July 5, 2018, several plaintiffs filed suit against the Authority and the State Legislature in the Superior Court of the County of San Francisco in an action entitled Howard Jarvis Taxpayers Assn., et al. v. The Bay Area Toll Authority, et al., San Francisco Superior Court Case No. CGC-18-567860 , seeking declaratory relief and invalidation of Senate Bill 595 and Regional Measure 3. Judgment was entered in favor of the defendants.

On August 3, 2018, a plaintiff filed suit against the Metropolitan Transportation Commission in the Superior Court of the County of San Francisco in an action entitled Randall Whitney v. Metropolitan Transportation Commission, San Francisco Superior Court Case No. CPF-18-516276 , asserting, among other things, that: (i) Senate Bill 595 is unconstitutional, and (ii) that Regional Measure 3 is a special tax which would require 2/3 voter approval. Judgment was entered in favor of the defendant.

The Plaintiffs in both cases appealed, and the cases are now consolidated in the California 1st Court of Appeal (Case Nos. A157598 and A157972). MTC does not anticipate approving any allocations of RM3 funds until and unless the litigation has reached a final, non-appealable resolution in favor of RM3.

6. Independent Oversight Committee Formation and Membership

Pursuant to SHC Section 30923(h), BATA established the RM3 Independent Oversight Committee on June 26, 2019 (BATA Resolution No. 131, Revised). Also pursuant to statute, representatives have been appointed to the committee by applicable county boards of supervisors, subject to certain eligibility criteria. Appointed members have been added to the committee roster attached to BATA Resolution No. 131, Revised.

As of December 2019, BATA has received RM3 Independent Oversight Committee appointees from seven of the nine Bay Area counties, and the committee had not yet convened a meeting.

Therese W. McMillan, Executive Director
Bay Area Toll Authority

Attachments

- A. BATA Resolution No. 128 (Toll schedule for the state-owned toll bridges in the Bay Area)
- B. BATA Resolution No. 129 (RM3 bridge toll revenues escrow arrangements)
- C. BATA Resolution No. 72, Revised (BATA Long-Range Bridge Toll Plan)
- D. BATA Resolution No. 131, Revised (RM3 Independent Oversight Committee establishment and membership)

Note for BATA Oversight Committee and Authority: Attachments listed above will be included in submission of report to the Secretary of the Senate, Chief Clerk of the Assembly, and Legislative Counsel.

Date: December 19, 2018
W.I.: 1252
Referred by: BATA Oversight

ABSTRACT

BATA Resolution No. 128

This resolution adopts the toll schedule for the state-owned toll bridges in the Bay Area.

Discussion of this action is contained in the Executive Director's Memorandum to BATA, dated November 21, 2018 and the Deputy Executive Director's Memorandum to the BATA Oversight Committee, dated December 5, 2018.

RE: Toll Schedule for the State Owned Toll Bridges in the Bay Area

BAY AREA TOLL AUTHORITY
RESOLUTION NO. 128

WHEREAS, the Bay Area Toll Authority (the “Authority”) was created pursuant to Sections 30950 *et seq.* of the California Streets and Highways Code (the “Code”); and

WHEREAS, the Authority administers the toll revenues from and finances improvements for the seven state-owned toll bridges in the San Francisco Bay area: the Antioch Bridge, the Benicia-Martinez Bridge, the Carquinez Bridge, the Dumbarton Bridge, the Richmond-San Rafael Bridge, the San Francisco-Oakland Bay Bridge, and the San Mateo-Hayward Bridge (the “Bridge System”); and

WHEREAS, pursuant to Section 30923 of the Code a special election was held on June 5, 2018, in the City and County of San Francisco, and the Counties of Alameda, Contra Costa, Marin, Napa, San Mateo, Santa Clara, Solano, and Sonoma (individually, each a “County” and, collectively, the “Counties”) to approve a toll increase of three dollars (\$3.00) phased in over time, including a one dollar (\$1.00) toll increase on January 1, 2019, a one dollar (\$1.00) toll increase on January 1, 2022, and a one dollar (\$1.00) toll increase on January 1, 2025, for vehicles traveling on the state-owned bridges located in the San Francisco Bay Area (“Regional Measure 3”); and

WHEREAS, on September 26, 2018, the Authority adopted Resolution No. 126 accepting certified statements from the Registrar of Voters of the City and County of San Francisco and each of the Counties and observing that a majority of all voters voting on Regional Measure 3 at such special election voted affirmatively for Regional Measure 3; and

WHEREAS, in accordance with subsection (c)(1) of Section 30916 of the California Streets and Highways Code (the “Code”), the Authority may, beginning six months after the election approving Regional Measure 3, phase in the toll increase over a period of time; and

WHEREAS, in accordance with subsection (d) of Section 30916 of the Code, prior to adopting the toll schedule reflecting the increased toll charges authorized by Regional Measure 3, a public hearing was held during the Authority's meeting on November 28, 2018, and the Authority received and reviewed public comments; and

WHEREAS, in accordance with subsections (c) and (d) of Section 30918 of the Code, the Authority's toll structure for the Bridge System may vary from bridge to bridge and may include discounts for vehicles classified by the Authority as high-occupancy vehicles, notwithstanding any other law; and

WHEREAS, in accordance with subsection (c)(2) of Section 30918 of the Code, the Authority shall provide a 50-percent discount on the amount of the toll increase approved by Regional Measure 3 on the second bridge crossing for those commuters using a two-axle vehicle who pay tolls electronically or through other noncash methods and who cross two bridges specified in Section 30910 of the Code during commute hours (the "Regional Measure 3 Toll Discount"); and

WHEREAS, based on the foregoing, the Authority shall phase in the toll increases approved pursuant to Regional Measure 3 over a period of time, as specified in the adopted toll schedule; now, therefore, be it

RESOLVED, that the Authority finds that the foregoing recitals are true and correct; and be it further

RESOLVED, that pursuant to subsections (c) and (d) of Section 30918 of the Code, the Authority hereby classifies the following as high-occupancy vehicles for the purpose of the Authority's toll schedule: (1) two-axle vehicles (without trailer(s)) carrying three or more persons; (2) two-axle vehicles (without trailer(s)) carrying two or more persons crossing the Dumbarton Bridge or the San Mateo Bridge; (3) two-axle vehicles (without trailers(s)) designed by the

manufacturer to be occupied by no more than two persons, carrying two persons; and (4) motorcycles; and be it further

RESOLVED, that the Authority hereby adopts the attached toll schedule, effective on January 1, 2019 and that the toll schedule previously adopted by the Authority pursuant to Resolution No. 90 remains effective until superseded pursuant to this Resolution on January 1, 2019; and be it further

RESOLVED, that the Chair of the Authority, the Vice Chair of the Authority, the Executive Director, the Chief Financial Officer, and other appropriate officers of the Authority, be and they are hereby authorized and directed, jointly and severally, for and in the name and on behalf of the Authority, to execute and deliver any and all certificates, documents, amendments, instructions, orders, representations and requests, and to do any and all things and take any and all actions that may be necessary or advisable, in their discretion, to implement the toll schedule adopted in this Resolution and otherwise effectuate the actions that the Authority has approved in this Resolution; and be it further

RESOLVED, that this Resolution shall take effect from and after its adoption.

BAY AREA TOLL AUTHORITY



Jake Mackenzie, Chair

The above resolution was entered into by the
Bay Area Toll Authority at a regular meeting
of the Authority held in San Francisco,
California, on December 19, 2018

Attachment A

BATA Resolution No. 128

**BAY AREA TOLL AUTHORITY
TOLL SCHEDULE FOR TOLL BRIDGES
(EFFECTIVE JANUARY 1, 2019)**

BRIDGES AND TOLLS

• **2 AXLE VEHICLES**

- Antioch Bridge, Benicia-Martinez Bridge, Carquinez Bridge, Dumbarton Bridge, Richmond-San Rafael Bridge, and San Mateo-Hayward Bridge
 - Effective January 1, 2019 through December 31, 2021:
 - 2 axle vehicles— regular toll: \$6.00
 - Effective January 1, 2022 through December 31, 2024:
 - 2 axle vehicles— regular toll: \$7.00
 - Effective January 1, 2025:
 - 2 axle vehicles— regular toll: \$8.00
- San Francisco-Oakland Bay Bridge
 - Effective January 1, 2019 through December 31, 2021:
 - 2 axle vehicles between 12:01 a.m. and 5 a.m., between 10 a.m. and 3 p.m., and from 7 p.m. to midnight, Monday through Friday—\$5.00
 - 2 axle vehicles between 5 a.m. and 10 a.m. and between 3 p.m. and 7 p.m., Monday through Friday—\$7.00
 - 2 axle vehicles between 12:01 a.m. Saturday and midnight Sunday— regular toll: \$6.00
 - Effective January 1, 2022 through December 31, 2024:
 - 2 axle vehicles between 12:01 a.m. and 5 a.m., between 10 a.m. and 3 p.m., and from 7 p.m. to midnight, Monday through Friday—\$6.00
 - 2 axle vehicles between 5 a.m. and 10 a.m. and between 3 p.m. and 7 p.m., Monday through Friday—\$8.00
 - 2 axle vehicles between 12:01 a.m. Saturday and midnight Sunday— regular toll: \$7.00

- Effective January 1, 2025:
 - 2 axle vehicles between 12:01 a.m. and 5 a.m., between 10 a.m. and 3 p.m., and from 7 p.m. to midnight, Monday through Friday—\$7.00
 - 2 axle vehicles between 5 a.m. and 10 a.m. and between 3 p.m. and 7 p.m., Monday through Friday—\$9.00
 - 2 axle vehicles between 12:01 a.m. Saturday and midnight Sunday—regular toll: \$8.00

- **MULTI-AXLE VEHICLES**

- All Bridges

- Effective January 1, 2019 through December 31, 2021:

3 axles	\$16.00
4 axles	\$21.00
5 axles	\$26.00
6 axles	\$31.00
7 axles or more	\$36.00

- Effective January 1, 2022 through December 31, 2024:

3 axles	\$17.00
4 axles	\$22.00
5 axles	\$27.00
6 axles	\$32.00
7 axles or more	\$37.00

- Effective January 1, 2025:

3 axles	\$18.00
4 axles	\$23.00
5 axles	\$28.00
6 axles	\$33.00
7 axles or more	\$38.00

- Toll is based on the total number of axles on the roadway in a vehicle combination. Tolls that vary by time of day are determined by the time clock or time keeping device at the toll collection point.
 - Motorcycles are classified as 2 axle vehicles.
 - Tolls are collected eastbound only on Antioch Bridge, Benicia-Martinez Bridge, and Carquinez Bridge and westbound only on Dumbarton Bridge, Richmond-San Rafael Bridge, San Francisco-Oakland Bay Bridge, and San Mateo-Hayward Bridge.

FASTRAK® ELECTRONIC TOLL COLLECTION

- Payment of tolls on the bridges can be made electronically using FasTrak®.
- For information about FasTrak®, go to www.511.org or call the FasTrak® Customer Service Center at 877-BAY-TOLL (877-229-8655).

FASTRAK® ELECTRONIC TOLL COLLECTION REGIONAL MEASURE 3 TOLL DISCOUNT

All Bridges

- A vehicle crossing more than one bridge on the same calendar day during commute hours is eligible for the Regional Measure 3 (RM3) toll discount as follows:
 - If a single tolled bridge crossing (referred to herein as a “trip”) occurs during the morning commute hours and then one or more trips occur during the afternoon commute hours, the vehicle will receive a discount on the second trip (i.e. the first trip during afternoon commute hours) for that day.
 - If two or more tolled trips for a vehicle occur during the morning commute hours, the discount will be given to the second trip only.
 - If two or more tolled trips for a vehicle occur during the afternoon commute hours, the discount will be given to the second trip only.
 - A maximum of one morning discount and one afternoon discount can be applied to the same vehicle for the day.
- Commute hours are Monday through Friday
 - Morning commute hours are 5 a.m. through 10 a.m.
 - Afternoon commute hours are 3 p.m. through 7 p.m.
- Applies to 2-axle vehicles only.
- Trips must be on any of the following State-owned bridges: Antioch Bridge, Benicia-Martinez Bridge, Carquinez Bridge, Dumbarton Bridge, Richmond-San Rafael Bridge, San Francisco-Oakland Bay Bridge and San Mateo-Hayward Bridge.
- Tolls from both trips must be collected using the FasTrak® electronic toll collection system as follows:
 - Using the same vehicle license plate or the same transponder associated with a Bay Area FasTrak® account. Using the same vehicle license plate associated with a Bay Area license plate image based account (i.e. License Plate Account, One Time Payment Account)
 - Tolls paid using cash are excluded from being considered as the first or second

trip for the purpose of receiving the RM3 toll discount.

- The discount is not eligible for FasTrak® account holders registered with toll operating agencies outside of the San Francisco Bay Area.
- The RM3 toll discount applies to the toll incurred on the second trip. The amount of the discount is based on the toll rate of the second trip alone. The amount paid for the toll for the first trip has no bearing on the amount of the discount on the toll for the second trip.
- If the second trip is a full fare toll, the RM3 toll discount amount will be:
 - Effective January 1, 2019 through December 31, 2021: \$0.50
 - Effective January 1, 2022 through December 31, 2024: \$1.00
 - Effective January 1, 2025: \$1.50
- If the second trip is a carpool discounted toll, the RM3 toll discount amount will be:
 - Effective January 1, 2019 through December 31, 2021: \$0.25
 - Effective January 1, 2022 through December 31, 2024: \$0.50
 - Effective January 1, 2025: \$0.75

COMMUTE BUSES AND VANPOOL VEHICLES

- A commute bus or a vanpool vehicle may cross toll-free at any time in designated lane(s), in accordance with Authority operational procedures. Passage through staffed lanes requires a toll-free commute bus ticket or non-revenue FasTrak® toll tag issued by the Authority, or an axle-based toll will be charged.
- A commute bus is a vehicle that is:
 - (1) designed, used or maintained for the transportation of more than 10 persons including the driver;
 - (2) operated across a state-owned toll bridge on a route commencing and terminating within a radius of 50 miles from the toll collection point of such bridge; and
 - (3) operated on a regular schedule for any municipal or public corporation, transit district, public utility district, political subdivision or private company for the nonprofit work-related transportation of its employees or by any transportation company operating under a certificate of public convenience and necessity issued by the California Public Utilities Commission.
- A vanpool vehicle is a vehicle that is operating under the provisions of current ridesharing laws and regulations, and designed for carrying more than 10 but not more than 15 persons including the driver, that is maintained and used primarily for the

nonprofit work-related transportation of persons for the purpose of ridesharing.

HIGH-OCCUPANCY VEHICLES

- The Bay Area Toll Authority grants reduced-rate passage on the above bridges for vehicles classified by it as high-occupancy vehicles that use FasTrak® to pay the toll.
 - The reduced rate is as follows:
 - Effective January 1, 2019 through December 31, 2021: \$3.00
 - Effective January 1, 2022 through December 31, 2024: \$3.50
 - Effective January 1, 2025: \$4.00
- The reduced rate applies only as follows: between 5 a.m. and 10 a.m. Monday through Friday and between 3 p.m. and 7 p.m. Monday through Friday on all bridges.
- The following vehicles are classified as high-occupancy vehicles:
 - (1) Two-axle vehicles (without trailer(s)) carrying three or more persons;
 - (2) Two-axle vehicles (without trailer(s)) carrying two or more persons crossing the Dumbarton Bridge or the San Mateo-Hayward Bridge; and
 - (3) Two-axle vehicles (without trailers(s)) designed by the manufacturer to be occupied by no more than two persons, carrying two persons.
 - (4) Motorcycles.
- Tolls that vary by time of day are determined by the time clock or time keeping device at the toll collection point.
- To qualify, high-occupancy vehicles are required to use designated carpool lanes.
- If designated staffed lanes are provided for use by high-occupancy vehicles on any bridge, the high-occupancy vehicles must make cash payment of the reduced-rate passage toll in those lanes.
- So long as it is permitted by law, hybrid vehicles displaying an eligible sticker issued by the California Department of Motor Vehicles may use the carpool lanes on the bridges during designated carpool hours at the reduced rate for carpools.

INHERENTLY-LOW-EMISSION VEHICLES

- The Bay Area Toll Authority grants reduced rate passage on the above bridges to inherently-low-emission vehicles with DMV-issued decals, such as electric cars, that use FasTrak® to pay the toll.
- The reduced rate is the same as the reduced rate for high-occupancy vehicles and applies only during the hours when the reduced rate applies to high-occupancy vehicles.

PEDESTRIANS AND BICYCLISTS

- Any bridge that has lanes or pathways designated for pedestrian or bicycle use may be crossed toll-free by pedestrians and bicyclists in those lanes or pathways in accordance with Authority operational procedures.

VEHICLE DEFINITIONS FOR BRIDGE TOLL ASSESSMENT

- "Motorcycle" means any motor vehicle having a seat or saddle for the use of the rider, with up to four wheels in contact with the roadway, two of which are a functional part of a sidecar.
- "Seating capacity"- if individual seats are provided, the number of such seats shall be used in determining the seating capacity. If individual seats are not used, seating capacity shall be determined on the basis of 17 inches of seat width per person.
- "Vehicle combination" shall include any combination of motor-driven and drawn vehicle(s). Toll assessment will be based on the total number of axles on the roadway in the total combination.
- "Trailer" means any vehicle, including semi-trailer, designed for carrying persons or property and for being drawn by a motor vehicle.

Date: December 19, 2018
W.I.: 1252
Referred by: BATA Oversight

ABSTRACT

BATA Resolution No. 129

This resolution approves escrow arrangements relating to certain bridge toll revenues to be collected beginning January 1, 2019, including a form of escrow agreement for the purpose of establishing and administering an escrow account for such purposes.

Discussion of this action is contained in the Executive Director's Memoranda to BATA, dated November 21, 2018 and December 19, 2018 and the Deputy Executive Director's Memorandum to the BATA Oversight Committee, dated December 11, 2018.

Date: December 19, 2018
W.I.: 1252
Referred by: BATA Oversight

RE: Escrow Arrangements for Toll Bridge Revenues

BAY AREA TOLL AUTHORITY
RESOLUTION NO. 129

WHEREAS, the Bay Area Toll Authority (the “Authority”) was created pursuant to Sections 30950 *et seq.* of the California Streets and Highways Code (the “Code”); and

WHEREAS, the Authority administers the toll revenues from and finances improvements for the seven state-owned toll bridges in the San Francisco Bay area: the Antioch Bridge, the Benicia-Martinez Bridge, the Carquinez Bridge, the Dumbarton Bridge, the Richmond-San Rafael Bridge, the San Francisco-Oakland Bay Bridge, and the San Mateo-Hayward Bridge (the “Bridge System”); and

WHEREAS, in 2017, Senate Bill 595 (“Senate Bill 595”) amended certain sections of the Code, and, pursuant to Section 30923 of the Code as amended, a special election was held on June 5, 2018, in the City and County of San Francisco, and the Counties of Alameda, Contra Costa, Marin, Napa, San Mateo, Santa Clara, Solano, and Sonoma (individually, each a “County” and, collectively, the “Counties”) to approve a toll increase of three dollars (\$3.00) phased in over time, including a one dollar (\$1.00) toll increase on January 1, 2019, a one dollar (\$1.00) toll increase on January 1, 2022, and a one dollar (\$1.00) toll increase on January 1, 2025 (the “SB 595 Increases”), for vehicles traveling on the state-owned bridges located in the San Francisco Bay Area (collectively, “Regional Measure 3”); and

WHEREAS, on September 26, 2018, the Authority adopted Resolution No. 126 accepting certified statements from the Registrar of Voters of the City and County of San Francisco and each of the Counties and observing that a majority of all voters voting on Regional Measure 3 at such special election voted affirmatively for Regional Measure 3; and

WHEREAS, pursuant to Section 30916(c)(1) of the Code, the Authority has approved a new toll schedule, effective as of January 1, 2019, that includes a one dollar (\$1.00) toll increase; and

WHEREAS, on July 5, 2018, several plaintiffs filed suit against the Authority and the State Legislature in the Superior Court of the County of San Francisco in an action, entitled *Howard Jarvis Taxpayers Assn., Et al. v. The Bay Area Toll Authority, Et al.*, No. CGC-18-567860 (Cal. Super. Ct. filed July 5, 2018) (the “Validation Action”), seeking declaratory relief and invalidation of Senate Bill 595 and Regional Measure 3; and

WHEREAS, on August 3, 2018, a plaintiff filed suit against the Metropolitan Transportation Commission in the Superior Court of the County of San Francisco in an action, entitled *Randall Whitney v. Metropolitan Transportation Commission*, No. CPF-18-516276 (Cal. Super. Ct. filed Aug. 3, 2018) (together with the Validation Action, the “RM3 Challenges”), asserting, among other things, that: (i) Senate Bill 595 is unconstitutional, and (ii) that Regional Measure 3 is a special tax which would require 2/3 voter approval; and

WHEREAS, the Authority disagrees with the allegations of the respective plaintiffs’ and their characterizations of Senate Bill 595 and Regional Measure 3 in the RM3 Challenges; and

WHEREAS, to avoid any doubt or uncertainty in connection with the collection of the SB 595 Increases while the RM3 Challenges are pending, the Authority now desires to establish an escrow account (the “Escrow Account”) with an escrow agent (the “Escrow Agent”) for the purpose of depositing proceeds of such SB 595 Increases collected by the Authority, such amounts to be held in the Escrow Account until each of the RM3 Challenges has reached a final, non-appealable resolution and further action consistent with such final, non-appealable resolutions is taken by this Board; and

WHEREAS, the Authority now desires to enter into an Escrow Agreement, dated as of January 1, 2019 (the “Escrow Agreement”), with MUFG Union Bank, N.A., as Escrow Agent, to administer the Escrow Account and to hold, invest and distribute the proceeds of such Regional Measure 3 bridge toll revenues as provided therein; now, therefore, be it

RESOLVED, that the Authority finds that the foregoing recitals are true and correct; and be it further

RESOLVED, that the Authority hereby authorizes the execution of the Escrow Agreement, in substantially the form attached hereto as Attachment A, with such additions thereto or changes therein as the Executive Director or the Chief Financial Officer executing the same, with the advice of General Counsel to the Authority, may require or approve (the approval of such additions or changes to be conclusively evidenced by the execution and delivery of the Escrow Agreement); and be it further

RESOLVED, that the Executive Director, the Chief Financial Officer, and other appropriate officers of the Authority, be and they are hereby authorized and directed, jointly and severally, for and in the name and on behalf of the Authority, to execute and deliver any and all certificates, documents, amendments, instructions, orders, representations and requests, and to do any and all things and take any and all actions that may be necessary or advisable, in their discretion, to establish and fund the Escrow Account that the Authority has approved in this Resolution and to carry out, consummate and perform the duties of the Authority set forth in the Escrow Agreement and all other documents executed in connection with the Escrow Account, including to provide for substitute or successor escrow agents; and be it further

RESOLVED, that this Resolution shall take effect from and after its adoption.

BAY AREA TOLL AUTHORITY



Jake Mackenzie, Chair

The above resolution was entered into by the Bay Area Toll Authority at a regular meeting of the Authority held in San Francisco, California, on December 19, 2018

Attachment A

BATA Resolution No. 129

ESCROW AGREEMENT

THIS ESCROW AGREEMENT dated as of January 1, 2019 (the “Escrow Agreement”) between the BAY AREA TOLL AUTHORITY, a public entity duly existing under the laws of the State of California (the “Authority”) and MUFG UNION BANK, N.A., a national banking association duly organized and existing under the laws of the United States of America, as escrow agent (the “Escrow Agent”).

WITNESSETH:

WHEREAS, the Authority was created pursuant to Sections 30950 et seq. of the California Streets and Highways Code (the “Code”); and

WHEREAS, the Authority administers the toll revenues from and finances improvements for the seven state-owned toll bridges in the San Francisco Bay area (the “Bridge System”); and

WHEREAS, in 2017, Senate Bill 595 (“Senate Bill 595”) amended certain sections of the Code, and, pursuant to Section 30923 of the Code as amended, a special election was held on June 5, 2018, in the City and County of San Francisco, and the Counties of Alameda, Contra Costa, Marin, Napa, San Mateo, Santa Clara, Solano, and Sonoma (individually, each a “County” and, collectively, the “Counties”) to approve a toll increase of three dollars (\$3.00) phased in over time, including a one dollar (\$1.00) toll increase on January 1, 2019, a one dollar (\$1.00) toll increase on January 1, 2022, and a one dollar (\$1.00) toll increase on January 1, 2025 (the “SB 595 Increases”), for vehicles traveling on the state-owned bridges located in the San Francisco Bay Area (collectively, “Regional Measure 3”); and

WHEREAS, a majority of all voters voting on Regional Measure 3 at such special election voted affirmatively for Regional Measure 3; and

WHEREAS, pursuant to Section 30916(c)(1) of the Code, the Authority has approved a new toll schedule, effective as of January 1, 2019, that includes a one dollar (\$1.00) toll increase; and

WHEREAS, on July 5, 2018, several plaintiffs filed suit against the Authority and the State Legislature in the Superior Court of the County of San Francisco in an action, entitled *Howard Jarvis Taxpayers Assn., Et al. v. The Bay Area Toll Authority, Et al.*, No. CGC-18-567860 (Cal. Super. Ct. filed July 5, 2018) (the “Validation Action”), seeking declaratory relief and invalidation of Senate Bill 595 and Regional Measure 3; and

WHEREAS, on August 3, 2018, a plaintiff filed suit against the Metropolitan Transportation Commission in the Superior Court of the County of San Francisco in an action,

entitled *Randall Whitney v. Metropolitan Transportation Commission*, No. CPF-18-516276 (Cal. Super. Ct. filed Aug. 3, 2018) (together with the Validation Action, the “RM3 Challenges”), asserting, among other things, that: (i) Senate Bill 595 is unconstitutional, and (ii) that Regional Measure 3 is a special tax which would require 2/3 voter approval; and

WHEREAS, the Authority disagrees with the allegations of the respective plaintiffs’ and their characterizations of Senate Bill 595 and Regional Measure 3 in the RM3 Challenges; and

WHEREAS, to avoid any doubt or uncertainty in connection with the collection of the SB 595 Increases while the RM3 Challenges are pending, the Authority intends to establish an Escrow Account (as defined herein) with the Escrow Agent for the purpose of depositing proceeds of such SB 595 Increases collected by the Authority until each of the RM3 Challenges has reached a final, non-appealable resolution; and

WHEREAS, the Authority intends to deposit such SB 595 Increases from time to time in the Escrow Account created hereunder;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby covenant and agree as follows:

Section 1 Appointment of Escrow Agent. The Authority hereby appoints the Escrow Agent to act as escrow agent in accordance with the terms and conditions set forth herein, and the Escrow Agent hereby accepts such appointment.

Section 2 Establishment of Escrow Account. The Escrow Agent will open and maintain an escrow account on the terms and conditions set forth herein (the “Escrow Account”). The Escrow Funds (as defined below) held in the Escrow Account will not bear interest independently of the interest, dividends and other distributions and payments that may arise from Permitted Investments (as defined below) made pursuant to Section 5 hereof.

Section 3 Wire Instructions. Wire transfer instructions for sending the Escrow Funds, as hereinafter defined, to the Escrow Agent are set forth in Schedule IV.

Section 4 Deposits into the Escrow Account. The Authority will make deposits on at least a weekly basis with the Escrow Agent of revenues derived from the SB 595 Increases collected pursuant to the Code (the “Escrow Funds”), which Escrow Funds will be held by the Escrow Agent under the terms and conditions set forth herein. The Escrow Funds, plus all interest, dividends and other distributions and payments thereon received by the Escrow Agent from time to time, less any property distributed and/or disbursed in accordance with this Escrow Agreement from time to time, are collectively referred to hereinafter as the “Escrow Property”. The Escrow Agent will have no duty to solicit delivery of the Escrow Funds. For purposes of this Escrow Agreement “Business Day” will mean any day MUFG Union Bank, N.A. is open for business at the address set forth herein, excluding Saturdays and Sundays.

Section 5 Investment of the Escrow Property.

(a) As soon as practicable after the receipt thereof, the Escrow Agent will cause the Escrow Property to be invested in such Permitted Investments (as defined below) as may be specified in writing from time to time by an authorized person as set forth on Schedule II attached hereto ("Authorized Investment Representative"). For the avoidance of doubt, the Authorized Investment Representative will provide instructions regarding investing of the Escrow Property per this Section 5 only, and is acting in accordance and with the knowledge and wishes of the Authority. During the term of this Escrow Agreement, the Authority will bear and retain the sole responsibility for the selection of the investments of the Escrow Property and all risks from any such investments, and any and all liabilities and risks associated with the Authorized Investment Representative providing such investment instructions to the Escrow Agent.

(b) "Permitted Investments" shall have the meaning ascribed to such term in that certain Master Indenture, dated as of May 1, 2001, by and between the Authority and MUFG Union Bank, N.A., as trustee, as it has been, and may in the future be, amended from time to time (collectively, the "Indenture"):

(c) If the Escrow Agent does not receive written instructions for the Escrow Property, the Escrow Property shall remain uninvested with no liability for interest. Escrow Agent acknowledges that, as of the date of this Escrow Agreement, it has received standing investment instructions from the Authority, in the form attached as Schedule V, directing investments of all monies upon their initial deposit into the Escrow Account. The Escrow Agent will have no obligation to cause the Escrow Property to be invested in any other Permitted Investment as directed in writing by the Authority on the day of deposit if the Escrow Property or instructions are not delivered to the Escrow Agent within a reasonable amount of time prior to the applicable cut-off time for any Permitted Investment. In any event, instructions received after 10:30 a.m. Pacific Time / 1:30 p.m. Eastern Time will be treated as if received on the following Business Day and the Escrow Property will be invested pursuant to those instructions on such day. The Escrow Agent will have no responsibility for any investment losses resulting from the investment, reinvestment or liquidation of the Escrow Property. Any interest or other income received on such investment and reinvestment of the Escrow Property will become part of the Escrow Property and losses incurred on such investment and reinvestment of the Escrow Property will be reflected in the value of the Escrow Property from time to time. Notwithstanding any other provision herein, the Escrow Agent will have the power to sell or liquidate the foregoing investments whenever the Escrow Agent is required to release all or any portion of the Escrow Property pursuant to this Escrow Agreement. In no event will the Escrow Agent be deemed an investment manager or adviser in respect of any selection of investments hereunder.

Section 6 Distribution of the Escrow Property. The Escrow Agent will hold the Escrow Property in its possession and disburse the Escrow Property or any specified portion thereof only as follows:

(a) From time to time and at least three (3) Business Days prior to any requested disbursement from the Escrow Account, the Authority will deliver a written notice signed by two authorized persons as set forth on Schedule I attached hereto ("Authorized Representative") stating

that the governing board of the Authority, being satisfied with the resolution of the RM3 Challenges, has authorized the disbursement of all or a portion of the Escrow Property as specified in such notice and instructing the Escrow Agent to make such distribution (the "Disbursement Instruction"). The Escrow Agent will and is hereby authorized to withdraw and pay said disbursement as specified in a Disbursement Instruction. The Escrow Agent will act upon a Disbursement Instruction received pursuant to Section 11 hereunder and will rely upon the content in the Disbursement Instruction without making further inquiry and will assume due execution thereof and the truth and correctness of any information or statement contained therein. The Disbursement Instruction will not direct the Escrow Agent to disburse the Escrow Property to any account other than the one specified in Schedule IV to this Escrow Agreement. Further, the Escrow Agent will, subject to successful telephone call-back to an Authorized Representative, rely upon the signatures thereon of Authorized Representatives regardless of by whom or by what means the actual or purported signature(s) thereon may have been affixed thereto if such signature(s) resemble the specimen on Schedule I attached hereto or as provided to the Escrow Agent from time to time. The Escrow Agent will incur no liability to the Authority or otherwise for having acted in accordance with instructions on which it is authorized to rely pursuant to the provisions hereof.

(b) All payments of the Escrow Property will be effected by wire transfer in immediately available funds.

Section 7 Compensation of Escrow Agent. The Escrow Agent will be entitled to receive payment from the Authority for fees, costs and expenses for all services rendered by the Escrow Agent hereunder in accordance with Schedule III to this Escrow Agreement. The Authority will reimburse the Escrow Agent on demand for all losses, liabilities, damages, disbursements, advances or expenses paid or incurred by the Escrow Agent in the administration of its duties hereunder, including, but not limited to, all counsel, advisor and agent fees and disbursements.

Section 8 Resignation or Removal of Escrow Agent.

(a) The Escrow Agent may resign and be discharged from its duties hereunder at any time by giving written notice thirty (30) calendar days prior to such resignation to the Authority as provided in this Section. If the Authority is unable to appoint a successor escrow agent and no successor escrow agent has been so appointed and has not accepted appointment within thirty days after Escrow Agent has provided such notice of resignation, or thirty (30) calendar days after Authority has provided a notice to Escrow Agent removing such Escrow Agent, the resigning/removed escrow agent may petition any court of competent jurisdiction for the appointment of a successor escrow agent. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, appoint a successor escrow agent. The costs and expenses (including but not limited to its attorney's fees and expenses) incurred by the Escrow Agent in connection with such proceeding will be paid by the Authority.

(b) The Authority may remove the Escrow Agent at any time by giving written notice signed by the Authority's Authorized Representative at least thirty (30) calendar days prior to such removal to the Escrow Agent.

(c) Notwithstanding anything to the contrary in this Escrow Agreement, any resignation or removal of the Escrow Agent and appointment of a successor escrow agent pursuant to any of the provisions of this Escrow Agreement shall become effective only upon acceptance of appointment by the successor escrow agent acceptable to the Authority. Such successor escrow agent will become the Escrow Agent hereunder, and the Escrow Agent will either deliver and/or disburse the Escrow Property then held hereunder to the successor escrow agent, upon payment by the Authority of Escrow Agent's fees, costs and expenses or other obligations owed to the Escrow Agent on the resignation or removal date specified in such notice. Any successor escrow agent shall execute, acknowledge and deliver to the Authority and to its predecessor trustee an instrument accepting such appointment hereunder, and thereupon the resignation or removal of the predecessor escrow agent shall become effective and such successor escrow agent, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts, duties and obligations of its predecessor established hereunder, with like effect as if originally named as Escrow Agent herein. Upon request of any such successor escrow agent, the Authority shall execute any and all instruments in writing necessary or desirable for more fully and certainly vesting in and confirming to such successor escrow agent all such rights, powers and duties. Upon its successful resignation or removal and delivery and/or disbursement of the Escrow Property in its entirety as set forth in this Section 8, the Escrow Agent will be discharged of and from any and all future obligations arising in connection with the Escrow Property or this Escrow Agreement.

Section 9 Indemnification of Escrow Agent. The Authority agrees to indemnify and hold the Escrow Agent harmless against any and all liabilities, losses, claims, damages or expenses, including reasonable attorney's fees, that the Escrow Agent may incur by reason of or based upon its actions under this Escrow Agreement other than as a result of the negligence or willful misconduct of the Escrow Agent.

Section 10 Rights, Duties and Immunities of Escrow Agent. Acceptance by the Escrow Agent of its duties under this Escrow Agreement is subject to the following terms and conditions, which all parties to this Escrow Agreement hereby agree will govern and control the rights, duties and immunities of the Escrow Agent.

(a) General Duties. The duties and obligations of the Escrow Agent will be determined solely by the express provisions of this Escrow Agreement and the Escrow Agent will not be liable except for the performance of such duties and obligations. Escrow Agent is not a party to, and is not bound by, or required to comply with any agreement or other document out of which this Escrow Agreement may arise. Escrow Agent will not be required to inquire as to the performance or observance of any duty, obligation, term or condition under any other agreements or arrangements between the Authority and any third party. The Escrow Agent will not be under any liability to the Authority by reason of any failure on the part of the Authority or any maker, guarantor, endorser or other signatory of any document or any other third party to perform, such

party's obligations under any such document. Except for amendments to this Agreement referred to herein, and except for notifications or instructions to Escrow Agent under this Agreement, Escrow Agent will not be obliged to recognize or be chargeable with knowledge of any of the terms or conditions of any agreement between the Authority and any third party, notwithstanding that references thereto may be made herein and whether or not it has knowledge thereof. The Escrow Agent will not be liable for the accuracy of any calculations or the sufficiency of any funds for any purpose. The Escrow Agent may establish additional accounts or subaccounts within the Escrow Funds as the Escrow Agent shall deem necessary and prudent in furtherance of its duties under this Escrow Agreement upon written notification to the Authority.

(b) Escrow Agent Funds. The Escrow Agent will not be required to expend or risk any of its own funds or otherwise incur any liability, financial or otherwise, in the performance of any of its duties hereunder.

(c) Validity of Communications to Escrow Agent. Except for comparisons with the signature specimen provided by the parties in Schedule I and Schedule II, the Escrow Agent will not have any responsibility to determine the authenticity or validity of any notice, direction, instruction, instrument, document or other items delivered to it by any party, or for the identity, authority or rights of persons executing or delivering any such notice, direction, instruction, instrument, document, or other items delivered to it by such party or parties. The Escrow Agent is authorized to comply with and rely upon any notice, direction, instruction or other communication signed by the Authority and/or the Authorized Investment Representative as required by this Escrow Agreement and otherwise in conformance with the terms set forth herein, and believed by the Escrow Agent in good faith to have been sent or given by the Authority and/or the Authorized Investment Representative and will be fully protected in acting in accordance with such written direction or instructions given to it under, or pursuant to, this Escrow Agreement.

(d) No Fiduciary Relationship. This Escrow Agreement will not be deemed to create a fiduciary relationship among the parties hereto under state or federal law.

(e) Judicial, Regulatory or Governmental Acts. If at any time the Escrow Agent is served with any judicial or administrative order, judgment, decree, writ or other form of judicial or administrative process which in any way affects the Escrow Property (including but not limited to orders of attachment or any other forms of levies or injunctions or stays relating to the transfer of the Escrow Property), the Escrow Agent is authorized to comply therewith in any manner as it or its legal counsel of its own choosing deems appropriate; and if the Escrow Agent complies with any such judicial or administrative order, judgment, decree, writ or other form of judicial or administrative process, the Escrow Agent will not be liable to the Authority or to any other person or entity even though such order, judgment, decree, writ or process may be subsequently modified or vacated or otherwise determined to have been without legal force or effect.

(f) Liability. The Escrow Agent will not be liable for any action taken or omitted or for any loss or damage resulting from its actions or its performance of its duties hereunder in the absence of negligence or willful misconduct on its part. In no event will the Escrow Agent be liable (i) for acting in accordance with or relying upon any instructions on which it is authorized

to rely pursuant to the provisions hereof, (ii) for any consequential, punitive or special damages, or (iii) for an amount in excess of the value of the Escrow Property, valued as of the date of loss.

(g) Ambiguity or Uncertainty. If any ambiguity or uncertainty should arise hereunder or in any notice or other communication received by the Escrow Agent, the Escrow Agent is hereby authorized by the Authority to refrain from taking any action other than to retain possession of the Escrow Property, unless the Escrow Agent receives a written instruction, signed by an Authorized Representative of the Authority, which eliminates such ambiguity or uncertainty.

(h) Legal Counsel. The Escrow Agent may consult with legal counsel of its own choosing, at the expense of the Authority, as to any matter relating to this Escrow Agreement and the Escrow Agent will incur no liability and will be fully protected in respect of any action taken, omitted or suffered by it in good faith in accordance with the advice or opinion of such counsel.

(i) Conflicting Claim. If any dispute or conflicting claim should arise with respect to the payment, ownership or right of possession of the Escrow Account or the Escrow Property, the Escrow Agent will be entitled, in its sole discretion, to refuse to comply with any and all claims, demands or instructions. The Escrow Agent is authorized and directed to retain in its possession, without liability to anyone, except for its own negligence or willful misconduct, all or any part of the Escrow Property until such dispute will have been settled either by mutual agreement of the parties concerned or by final order, decree or judgment of a court or other tribunal of competent jurisdiction in the United States of America (as notified to the Escrow Agent in writing by the parties to the dispute or their authorized representatives and setting forth the resolution of the dispute). The Escrow Agent will be under no duty whatsoever to institute, defend or partake in such proceedings. The rights of the Escrow Agent under this paragraph are in addition to all other rights which it may have by law or otherwise including, without limitation, the right to file an action in interpleader.

(j) Force Majeure. The Escrow Agent will not incur liability for not performing any act or not fulfilling any duty, obligation or responsibility hereunder by reason of any occurrence beyond the control of the Escrow Agent (including but not limited to any act or provision of any present or future law or regulation or governmental authority, natural catastrophes, civil or military disturbances, loss or malfunctions of utilities, any act of God or war, terrorism or the unavailability of the Federal Reserve Bank or other wire or communication facility).

(k) Electronic Communication. When the Escrow Agent acts on any communication (including, but not limited to, communications with respect to the delivery of securities or the wire transfer of funds) sent by electronic transmission which conform to the signature and other requirements set forth in this Escrow Agreement and which the Escrow Agent believes in good faith to have been set by the Authority and/or the Authorized Investment Representative, the Escrow Agent, absent negligence or willful misconduct, will not be responsible or liable in the event such communication is not an authorized or authentic communication of the party involved or is not in the form the party involved sent or intended to send (whether due to fraud, distortion or otherwise). The Escrow Agent, absent negligence or willful misconduct, will not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent's reliance upon

and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Authority or the Authorized Investment Representative, as the case may be, agrees to assume all risks arising out of the use of such electronic transmission to submit instructions and directions to the Escrow Agent, including without limitation the risk of the Escrow Agent acting on unauthorized instructions, and the risk of interception and misuse by third parties.

(l) Statements. The Escrow Agent will furnish to the Authority periodic cash transaction statements which include detail for all investment transactions effected by the Escrow Agent or brokers selected by the Authority or any investment advisor. Upon the Authority's election, such statements will be delivered via the Escrow Agent's Online Trust and Custody service and upon electing such service, paper statements will be provided only upon request. Statements will be deemed to be correct and final upon receipt thereof by the Authority unless the Authority notifies the Escrow Agent in writing to the contrary within thirty (30) Business Days of the date of such statement. The Authority agrees and acknowledges that it will be deemed to have been "furnished", "delivered" and/or "in receipt" of a statement at the earlier of: (a) five (5) calendar days after it is mailed to the Authority via U.S. Postal Service; (b) the Authority actually receives it; or (c) the Escrow Agent makes it available via electronic means. Also, for purposes of this Escrow Agreement, the words "delivered" includes, but is not limited to, statements returned to the Escrow Agent as a result of a bad mailing address. If statements are returned due to error outside of the Escrow Agent, the Authority agrees that: (a) the Escrow Agent may hold all future statements until the mailing address is properly updated in the records of the Escrow Agent; (b) returned and held statements will be held by the Escrow Agent for one hundred twenty (120) calendar days from the date of receipt by the Escrow Agent of the returned statement and/or date the statement was generated by the Escrow Agent; and (c) the Escrow Agent is authorized to destroy returned and held paper statements after one hundred twenty (120) calendar days have elapsed from the date of receipt by the Escrow Agent of the returned statement and/or date the statement was generated by the Escrow Agent. The Authority agrees that its obligation to review statements within the required time frame is not excused in the event the Escrow Agent holds and/or destroys any returned or held paper statement pursuant to this Escrow Agreement. The Authority waives the right to receive brokerage confirmations of security transactions effected by the Escrow Agent as they occur, to the extent permitted by law. The Authority further understands that trade confirmations for securities transactions effected by the Escrow Agent will be available upon request and at no additional cost and other trade confirmations may be obtained from the applicable broker.

(m) Degree of Care. Escrow Agent will not be under any duty to give the Escrow Property held by it hereunder any greater degree of care than it gives property held by it in similar transactions.

(n) Confidentiality. All non-public information and advice furnished by any party to the Escrow Agent shall be treated as confidential and will not be disclosed to third parties unless required by law, except that the Escrow Agent may disclose (a) the identity of the Authority as a client or client reference of the Escrow Agent; (b) any information required to be disclosed to any government regulator of the Escrow Agent or its affiliates; and (c) any information to the Escrow

Agent's affiliated entities and product and service providers to the extent necessary to provide the financial products and services under this Escrow Agreement.

Section 11 Notices. All notices, consents, requests, instructions, approvals and other communications provided for in this Escrow Agreement must be in writing, signed by the party's Authorized Representative or Authorized Investment Representative, as applicable, and sent by: (i) personal delivery, overnight delivery by a recognized courier or delivery service, (ii) mailed by registered or certified mail, return receipt requested, postage prepaid, or (iii) electronic transmission, which includes fax machine, email with an imaged or scanned attachment (such as a .pdf) or other similar electronic transmission, (receipt confirmed); and become effective when delivered to the addresses noted below or such other address as may be substituted therefor by written notification by the proper party's Authorized Representative. Unless otherwise provided herein, when "written," "writing" or similar termed language is used in this Escrow Agreement in regards to correspondence, communications, or instructions to the Escrow Agent, such will refer to both paper and electronic forms such as e-mails, faxes, digital images and copies, and electronic notices capable of being stored and printed, subject to the signature and other requirements herein provided for such notices. Notices to the Escrow Agent will be deemed to be effective when actually received by the Escrow Agent's Corporate Trust Department.

If to the Authority:

With a copy to:

If to Escrow Agent, to:

With a copy to:

If the Escrow Agent receives notices or information other than as required by this Escrow Agreement, the Escrow Agent will disregard such information.

Section 12 Wiring Instructions. If transfer instructions are given other than as set forth on Schedule IV attached hereto, such instructions must be communicated to the Escrow Agent in a writing delivered pursuant to Section 11. The Escrow Agent will seek confirmation of such instructions by telephone call-back to an Authorized Representative, and the Escrow Agent may rely upon the confirmations of anyone purporting to be the Authorized Representative so designated. The Escrow Agent and the Authority's bank with respect to any funds transfer will rely solely upon the account numbers provided by the Authority in Schedule IV as may be amended from time to time to identify (i) the beneficiary, (ii) the beneficiary's bank, or (iii) an intermediary bank. Escrow Agent may apply any of the Escrow Funds for any payment order it executes using any such identifying number. The parties to this Agreement acknowledge that such security procedure is commercially reasonable.

The Authority shall not propose to direct or direct Escrow Agent to make a payment to any other party, including a foreign financial institution (as defined in section 1471(d)(4) of the Internal

Revenue Code) or a non-financial institution (as defined in section 1472(d) of the Internal Revenue Code).

Without assuming any responsibility to make any such determination, if the Escrow Agent determines that any withholding (as provided in Section 22) applies to any fund transfer based on the withholding certificates (or lack thereof) or other information that the Escrow Agent obtains or has in its possession, the Escrow Agent shall withhold the taxes as applicable and shall not be obligated to increase any amount transferred or otherwise compensate the transfer's recipient for any amounts withheld.

Section 13 Termination. This Escrow Agreement will terminate on the date on which all the Escrow Property has been disbursed or returned pursuant to Section 6 or Section 8 of this Escrow Agreement.

Section 14 Continuing Obligations. The obligations under Sections 6 – 10, 15, and 18 – 23 hereof will survive the resignation or removal of the Escrow Agent, the termination of this Escrow Agreement and the payment of all amounts hereunder.

Section 15 Inconsistent Provisions. The Authority agrees that to the extent that the provisions of any other agreement relating to the Escrow Property are inconsistent with the terms of this Agreement, the terms of this Agreement will control.

Section 16 Counterparts. This Escrow Agreement and any amendments hereto may be executed in any number of counterparts each of which will be deemed to be an original, and all of which together will constitute but one and the same instrument. Executed copies of this Escrow Agreement and any amendments hereto delivered pursuant to Section 11 above will be as effective as an original to bind the parties.

Section 17 Severability. The invalidity, illegality or unenforceability of any provision of this Escrow Agreement will in no way affect the validity, legality or enforceability of any other provision; and if any provision is held to be unenforceable as a matter of law, the other provisions will not be affected thereby and will remain in full force and effect.

Section 18 Authorized Representative. The Authority hereby identifies to the Escrow Agent the officers, employees or agents designated on Schedule I attached hereto as Authorized Representatives with respect to any notice, certificate, instrument, demand, request, direction, instruction, waiver, receipt, consent or other document or communication required or permitted to be furnished to the Escrow Agent other than with respect to investments of Escrow Property pursuant to Section 5 of this Escrow Agreement, which shall be directed by an Authorized Investment Representative, as provided in Section 5 and Section 19 of this Escrow Agreement. Such Schedule I may be amended and updated by written notice to the Escrow Agent. The Escrow Agent will be entitled to rely on such original or amended Schedule I with respect to the Authority until a new Schedule I is furnished by the Authority to the Escrow Agent.

Section 19 Authorized Investment Representative. The Authority hereby identifies to the Escrow Agent the officers, employees or agents designated on Schedule II attached hereto as

Authorized Investment Representatives with respect to any direction or instruction to be furnished to the Escrow Agent in connection with the investment of Escrow Property pursuant Section 5 of this Agreement. Such Schedule II may be amended and updated by written notice to the Escrow Agent. The Escrow Agent will be entitled to rely on such original or amended Schedule II with respect to the Authority until a new Schedule II is furnished by the Authority to the Escrow Agent.

Section 20 Governing Law. This Escrow Agreement will be governed by and construed in accordance with the laws of the State of California.

Section 21 Jurisdiction. Each of the parties hereto hereby irrevocably agrees that any action, suit or proceedings against any of them by any of the other aforementioned parties with respect to this Escrow Agreement will be brought before the jurisdiction of any federal or state court of competent jurisdiction located in the City and County of San Francisco, California. Each party hereto further irrevocably consents to the service of any complaint, summons, notice or other process relating to any such action or proceeding by delivery thereof to it by hand or by registered or certified mail, return receipt requested, in the manner provided for herein. Each party hereto hereby expressly and irrevocably waives any claim or defense in any such action or proceeding based on improper venue or forum non conveniens or any similar basis. To the extent permitted by law, in connection with any claim, cause of action, proceeding or other dispute concerning this Escrow Agreement (each a "Claim"), the parties to this Escrow Agreement expressly, intentionally, and deliberately waive any right each may otherwise have to trial by jury

Section 22 Tax Matters.

(a) Withholding Forms. (i) The Escrow Agent does not have any interest in the Escrow Property deposited hereunder but is serving as escrow holder only and having only possession thereof. The Authority will pay or reimburse the Escrow Agent upon request for any taxes relating to the Escrow Property incurred in connection herewith and will indemnify and hold harmless the Escrow Agent from any amounts that it is obligated to pay in the way of such taxes. Any payments of income from this Escrow Account will be subject to withholding regulations then in force with respect to United States taxes. Due to the requirement that all escrow accounts have Taxpayer Identification Numbers documented by appropriate W-8 or W-9 forms, the Authority agrees to provide the appropriate form to the Escrow Agent, duly completed and signed by its Authorized Representative. The Authority acknowledges that failure to provide such forms may prevent or delay disbursement of the Escrow Property hereunder. The Authority agrees to submit new Forms W-8 or W-9 (as the case may be) should the jurisdiction of its domicile or residence change or any other change in circumstances make the applicable withholding tax consequence incorrect during the terms of this Escrow Agreement.

(ii) Additionally, the Authority agrees not to direct Escrow Agent to make a payment to any party other than the Authority and its bank, including any foreign financial institution (as defined in section 1471(d)(4) of the Internal Revenue Code) or any non-financial institution (as defined in section 1472(d) of the Internal Revenue Code).

(b) Tax Reporting. The Escrow Agent will report payments of income from the Escrow Account, and if required and applicable, of principal, to the Authority or other payment recipients

on an annual basis as required by law, by providing the applicable IRS Form 1099 or Form 1042-S.

(c) Owner(s) of Income. For purposes of reporting the aggregate amount of income on the Escrow Property, the Authority will be considered owner of such income.

(d) Withholding. Escrow Agent will withhold any taxes as and to the extent required by sections 1471 through 1474 of the Internal Revenue Code ("FATCA"), sections 1441 through 1464 of the Internal Revenue Code ("Chapter 3 withholding") or any provision of the Internal Revenue Code and the regulations thereunder. In transferring any funds or payment to the Authority pursuant to this Escrow Agreement, the Escrow Agent will transfer the funds net of any FATCA, Chapter 3 withholding or other withholding taxes. The Escrow Agent will not be required to increase any payment in respect of which it withholds U.S. taxes or otherwise compensate the recipient of the payment for any amount so withheld. The Authority agrees to provide the Escrow Agent with information sufficient to identify the type of payment, allocation statement to each party and a certification of its Chapter 3 and Chapter 4 (FATCA) status and whether any U.S. withholding taxes (including but not limited to FATCA withholding taxes and Chapter 3 withholding taxes) apply to payments being made to any such payee. The Authority has the primary responsibility to determine the validity of Forms W-8 and W-9 obtained from the beneficiary of any payment and any applicable withholding tax consequence thereto. Notwithstanding any identification by the Authority of the type of payment or the rate of withholding applicable thereto, if the Escrow Agent determines that the payment is subject to withholding taxes, the Escrow Agent will withhold the applicable tax.

Section 23 USA PATRIOT Act. The Authority will use reasonable efforts to provide to the Escrow Agent such information as the Escrow Agent may reasonably require to permit the Escrow Agent to comply with its obligations under the federal USA PATRIOT Act (Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001) and any other law, statute, regulation or regulation relating to prohibited practices. Escrow Agent will not credit any amount of the Escrow Funds or any interest or investment proceeds earned thereon, or make any payment of all or a portion of the Escrow Funds or any interest or investment proceeds earned thereon, to any person unless and until such person has provided to Escrow Agent such documents as Escrow Agent may require to permit Escrow Agent to comply with its obligations under such Act or any other such law, statute, regulation or regulation related to prohibited practices.

Section 24 Miscellaneous.

(a) The rights and remedies conferred upon the parties hereto shall be cumulative, and the exercise or waiver of any such right or remedy will not preclude or inhibit the exercise of any additional rights or remedies. The waiver of any right or remedy hereunder will not preclude the subsequent exercise of such right or remedy.

(b) This Escrow Agreement is for the exclusive benefit of the parties hereto and their respective successors hereunder, and will not be deemed to give, either express or implied, any legal or equitable right, remedy, or claim to any other entity or person whatsoever.

(c) Each party hereby represents and warrants (i) that this Escrow Agreement has been duly authorized, executed and delivered on its behalf and constitutes its legal, valid and binding obligation and (ii) that the execution, delivery and performance of this Escrow Agreement by the parties hereto does not and will not violate any applicable law or regulation.

(d) The headings contained in this Escrow Agreement are for convenience of reference only and will have no effect on the interpretation or operation hereof.

(e) Except as otherwise permitted herein, this Escrow Agreement may be modified only by a written amendment signed by the Authority's Authorized Representative and the Escrow Agent, and no waiver of any provision hereof will be effective unless expressed in a writing signed by the Authority's Authorized Representative and the Escrow Agent.

(f) No party may assign any of its rights or obligations under this Escrow Agreement without the written consent of the other party hereto.

(g) Any entity into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any entity resulting from any merger, conversion or consolidation to which the Escrow Agent will be a party, or any entity succeeding to all or substantially all of the corporate trust business of the Escrow Agent will be the successor of the Escrow Agent hereunder without the execution or filing of any paper with the Authority or any further act on the part of the Authority except where an instrument of transfer or assignment is required by law to effect such succession, anything herein to the contrary notwithstanding.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement as of the day and year first above written.

BAY AREA TOLL AUTHORITY

By: _____
Executive Director

Countersigned:

Secretary

MUFG UNION BANK, N. A.,
as Escrow Agent

By: _____
Name:
Title:

SCHEDULE I

Escrow Account Signing Authority

Authorized Representative(s) of the Bay Area Toll Authority

Signature: _____
Print: Steve Heminger
Title: Executive Director
Phone:
Email:

Signature: _____
Print: Brian Mayhew
Title: Chief Financial Officer
Phone:
Email:

Signature: _____
Print: Andrew Fremier
Title: Deputy Executive Director,
Operations
Phone:
Email:

Certification: The undersigned certifies that each of the individuals listed above is an authorized representative of the Bay Area Toll Authority with respect to any instruction or other action to be taken in connection with the Escrow Agreement and MUFG Union Bank, N.A. will be entitled to rely on such list until a new list is furnished to MUFG Union Bank, N.A. The undersigned further certifies that he or she is duly authorized to sign this Escrow Account Signing Authority.

Signature: _____ **
Name: Rosy Levya
Title: Secretary to the Governing Board
Date: December [], 2018

** To be signed by corporate secretary/assistant secretary or other authorized officer, manager or authorized officer of manager not named above. When the secretary, or other authorized officer, manager or authorized officer of manager, is among those authorized above, there must be an additional verifying signature space provided below. For entities other than corporations, an authorized signatory not signing above should sign this Escrow Account Signing Authority.

SCHEDULE II

Escrow Account Signing Authority

Authorized Investment Representative(s) of the Bay Area Toll Authority

Signature: _____
Print: Susan Woo
Title: Deputy Treasurer
Phone:
Email:

Signature: _____
Print: Christine Lin
Title: Treasury Financial Analyst
Phone:
Email:

Signature: _____
Print: [Brian Mayhew]
Title: [Chief Financial Officer]
Phone:
Email:

Certification: The undersigned certifies that each of the individuals listed above is an authorized investment representative of the Bay Area Toll Authority with respect to any instruction or other action to be taken in connection with investments of the Escrow Property pursuant to Section 5 of the Escrow Agreement only, and MUFG Union Bank, N.A. will be entitled to rely on such list until a new list is furnished to MUFG Union Bank, N.A. The undersigned further certifies that he or she is duly authorized to sign this Escrow Account Signing Authority.

Signature: _____ **
Name: Rosy Levya
Title: Secretary to the Governing Board
Date: December [], 2018

** To be signed by corporate secretary/assistant secretary or other authorized officer, manager or authorized officer of manager not named above. When the secretary, or other authorized officer, manager or authorized officer of manager, is among those authorized above, there must be an additional verifying signature space provided below. For entities other than corporations, an authorized signatory not signing above should sign this Escrow Account Signing Authority.

Schedule III

ESCROW AGENT COMPENSATION

(See Attached)

Acceptance and Set-up Fee	\$ 1,000*
Annual Escrow Administration Fee	\$ 3,000*
Legal Counsel Fee	No Charge

Assumes use of MUFG Union Bank standard form of agreement and in-house legal counsel

** Acceptance and Set-up Fee and the first year's Annual Escrow Administration Fee are due and payable upon the execution of the governing agreement. Thereafter, the Annual Escrow Administration Fee is due and payable on the anniversary date. Administrative fees are not prorated for partial years.*

Transactional Charges

Investment settlement (per sale or purchase*)	\$ 60
<i>* includes drawings and deposits under investment agreements or similar arrangements, not applicable to investments set up as sweep vehicles.</i>	
Tax Reporting (\$150 minimum)	\$ 1.50 (Per tax form prepared)
Online Reporting (Internet access to account information)	No Charge
Non-sweep vehicle asset/investment holding fee	0.25% per annum

Extraordinary Services:

Extraordinary services are unforeseen duties or responsibilities not covered above. A reasonable charge will be assessed based on the nature of the service and the responsibility involved.

This fee schedule is for customary escrow agent services. If we are called upon to perform any services not described above, an extra charge may apply.

The fees proposed here are made without having seen final governing documents, or are made on the assumption that no substantial changes will be made to any MUFG Union Bank, N.A. (the Bank) template agreement. The proposed fees are predicated on certain assumptions made by the Bank with respect to what it considers normal and routine duties and responsibilities for this type of appointment. The Bank reserves the right to revise these proposed fees based on its review and acceptance of final documents.

Market value used for fee calculations on fee invoices may differ slightly from market values on client statements due to posting of accruals, late pricing of securities, and/or other timing issues.

MUFG Bank, LTD. AND MUFG UNION BANK, N.A. DISCLOSURE STATEMENT

MUFG Bank, Ltd. in Japan (formally known as The Bank of Tokyo-Mitsubishi UFJ, Ltd.) and through its former Headquarters of the Americas (respectively and collectively "MUFG Bank") each has entered into written agreements with MUFG Union Bank, N.A. f/k/a Union Bank of California, N.A., ("MUFG Union Bank") dated December 12, 2008 and July 1, 2014, all as amended from time to time (collectively "Agreements"), pursuant to which MUFG Bank agrees to refer clients, at their discretion, to MUFG Union Bank for trust, investment management or advisory agency, or custody services. MUFG Union Bank's parent, MUFG Americas Holdings Corporation is a wholly-owned subsidiary of MUFG Bank.

You are one of the clients being referred to MUFG Union Bank pursuant to the Agreements. Should you engage MUFG Union Bank for any of the services listed above, MUFG Bank will be paid a referral fee ("Referral Fee").

However, neither you nor your MUFG Union Bank account will be charged for this Referral Fee or for any other amount in connection with this Referral Fee. You and your account with MUFG Union Bank will be charged fees only in accordance with the fee schedule you agree to with MUFG Union Bank.

If you need additional information regarding the Agreements, please contact your relationship manager.

You may be assessed an overdraft charge for any negative balance in your account, provided such advance or overdraft is not related to Bank errors, omissions, or processes. If overdrafts are incurred, not attributable to the errors of the Bank, or its agents, the Bank may debit the account for payment of the overdraft and the Bank's fees and charges as set forth below.

If an overdraft was caused by an error of the Bank, or its agents, the Bank will not debit charges for that overdraft.

Please refer to the applicable account agreement for more information.

CALCULATION OF DEBIT RATES

In calculating debit rates, the Bank will take the daily overdrawn balance times the applicable annual debit rate and divided by the relevant divisor shown below.

Overdraft debit charges will be accrued daily and posted monthly.

Effective as of July 15, 2016, the Bank may charge the current United States federal funds rate, as announced daily by Bloomberg or another third party service as selected by the Bank, plus a spread of +2.50 (+250 bps.). The Bank may change the spread at any time.

Currency	Benchmark + Bank OD Charge	Market Divisor
USD	Fed Funds Effective +250 bps	360 days

ADDITIONAL COSTS

The Bank reserves the right to recoup additional costs incurred as a result of the introduction or change in any law or regulation, or additional costs related to the cost of borrowing not covered by the above-mentioned rates.

SCHEDULE IV

Wire Instructions:

If to the Bay Area Toll Authority:

ABA No.:

Bank Name:

Account No.:

Account Name:

Reference:

If to the Escrow Agent:

ABA:

Bank Name:

Account No.:

Account Name:

Attention:

Schedule V

(Standing Investment Instructions—see attached)

Date: December 20, 2006
W.I.: 1251, 1252, 1253, 1254, 1255
Referred by: BATA Oversight
Revised: 09/28/11-BATA 12/18/13-BATA
06/24/15-BATA 01/23/19-BATA
06/26/19-BATA

ABSTRACT

BATA Resolution No. 72, Revised

This resolution adopts an updated Bay Area Toll Authority (BATA) Long-Range Plan for the Regional Measure 1, Regional Measure 2 and Toll Bridge Seismic Retrofit Programs. This resolution supersedes Resolution No. 12, which adopted the previous BATA Long-Range Plan for the Regional Measure 1 program on December 16, 1998.

Attachment A to this resolution was partly revised on September 28, 2011 to amend certain projects into the Toll Bridge Seismic Retrofit and Toll Bridge Rehabilitation Programs. In particular, the Antioch Bridge and Dumbarton Bridge Seismic Retrofits were added by statute to the Toll Bridge Seismic Retrofit Program and the Antioch Bridge Approach Improvement Project was added to the Toll Bridge Rehabilitation Program. BATA is required to prepare, adopt and from time to time revise a Long Range Plan for the completion of all projects within its jurisdiction funded from the toll revenues.

Attachment A to this resolution was revised on December 18, 2013 to amend the Toll Bridge Seismic Retrofit Program and to add the Regional Express Lanes Network and Transit Core Capacity Challenge Grant Programs.

Attachment A to this resolution was revised on June 24, 2015 to provide operating capital to the Regional Express Lanes Network Program.

This Resolution was revised on January 23, 2019 to add projects in the Bay Area Traffic Relief Plan, to be funded by Regional Measure 3 (RM3) toll revenues. Attachment A to this resolution was also revised on January 23, 2019 to add the RM3 Program and to make other project updates.

Attachment A to this resolution was revised on June 26, 2019 to update the Regional Express Lanes Network Program and Toll Bridge Rehabilitation Program

ABSTRACT

BATA Resolution No. 72, Revised

Page 2

Further discussion of this action is contained in the Executive Director's Memoranda to the BATA Oversight Committee, dated December 6, 2006, September 7, 2011, December 4, 2013, and June 3, 2015, in the Deputy Executive Director's Memorandum to the BATA Oversight Committee dated January 2, 2019, and in the BATA Oversight Committee Summary Sheet dated June 12, 2019.

Date: December 20, 2006
W.I.: 1251, 1252, 1253, 1254, 1255
Referred by: BATA Oversight
Revised: 01/23/19-BATA

BAY AREA TOLL AUTHORITY
RESOLUTION NO. 72

WHEREAS, Streets and Highways Code Sections 30950 et seq. created the Bay Area Toll Authority ("BATA"); and

WHEREAS, Streets and Highways Code §§ 30950 et seq. transfers to BATA certain duties and responsibilities of the California Transportation Commission ("CTC") and California Department of Transportation ("Caltrans") for the toll bridges owned and operated by Caltrans in the San Francisco Bay Area; and

WHEREAS, in accordance with Streets and Highways Code §§ 30950.2 and 30886, BATA is responsible for the administration of all toll revenues from state-owned toll bridges within the jurisdiction of the Metropolitan Transportation Commission; and

WHEREAS, Bay Area bridges are defined in Streets and Highways Code § 30910 to include the Antioch, Benicia-Martinez, Carquinez, Richmond-San Rafael, San Francisco-Oakland, San Mateo-Hayward, and Dumbarton Bridges, and

WHEREAS, Streets and Highways Code § 30950.3 requires BATA to prepare, adopt and from time to time revise a Long Range Plan for the completion of all projects within its jurisdiction funded from the toll revenues, including those of the Regional Traffic Relief Plan; and

WHEREAS, Streets and Highways Code § 30914(g) requires BATA to update its Long Range Plan as required to maintain its viability as a strategic plan for funding projects funded from toll revenues and requires BATA to submit its updated Long Range Plan to the transportation policy committee of each house of the legislature for review by January 1, 2007; and

WHEREAS, Authority is responsible for the budgeting and disbursing toll funds for capital outlay and support costs of the Regional Measure 1 (RM1) Program and the Toll Bridge Seismic Retrofit Program (SRP) on the state-owned toll bridges, as listed in the Long Range Plan attached to this resolution; and

WHEREAS, pursuant to Streets and Highway Code § 30914, Authority is responsible for the budgeting and disbursing of Regional Measure 2 (RM2) toll revenues for capital and operating projects in the Regional Traffic Relief Program, as listed in the Long Range Plan attached to this resolution; and

WHEREAS, pursuant to Streets and Highway Code § 30914.7, Authority is responsible for the budgeting and disbursing of Regional Measure 3 (RM3) toll revenues for capital and operating projects in the Bay Area Traffic Relief Plan, as listed in the Long Range Plan attached to this resolution; and

WHEREAS, Attachment A to this resolution, attached hereto and incorporated herein as though set forth at length, constitutes the Long-Range Plan required pursuant to Streets and Highways Code §§ 30914(g) and 30950.3; now, therefore, be it

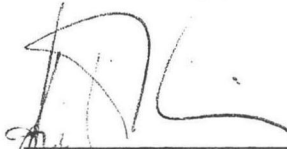
RESOLVED, that the Authority adopts the Long-Range Plan included herein as Attachment A to this resolution, and authorizes the Executive Director to submit it to the Legislature by January 1, 2007; and, be it further

RESOLVED, that the Long-Range Plan represents a commitment of the Authority to make toll revenue funding, at levels reflected therein, available to project sponsors for purposes of planning, design, construction, and operation of the RM1, RM2, RM3 and SRP projects; and, be it further

RESOLVED, that BATA Resolution No. 72 supersedes BATA Resolution No. 12; and, be it further

RESOLVED, that the Authority grant for the purposes of publication authority to the Executive Director, or his designee, the ability to make minor textual changes to the final plan subject to approval of form by BATA General Counsel.

BAY AREA TOLL AUTHORITY

A handwritten signature in black ink, appearing to read 'Jon Rubin', is written over a horizontal line.

Jon Rubin, Chair

The above resolution was entered into by the Bay Area Toll Authority at a regular meeting of the Authority held in Oakland, California, on December 20, 2006.

Date: December 20, 2006
W.I.: 1251, 1252, 1253, 1254, 1255
Referred by: BATA Oversight
Revised: 09/28/11-BATA 12/18/13-BATA
06/24/15-BATA 01/23/19-BATA
06/26/19-BATA

Attachment A
BATA Resolution No. 72

BATA Long-Range Plan



Bay Area Toll Authority Long-Range Plan

Amended June 2019

BAY AREA TOLL
AUTHORITY

Bay Area Toll Authority Long-Range Plan

Amended June 2019

**Published by the
Bay Area Toll Authority**

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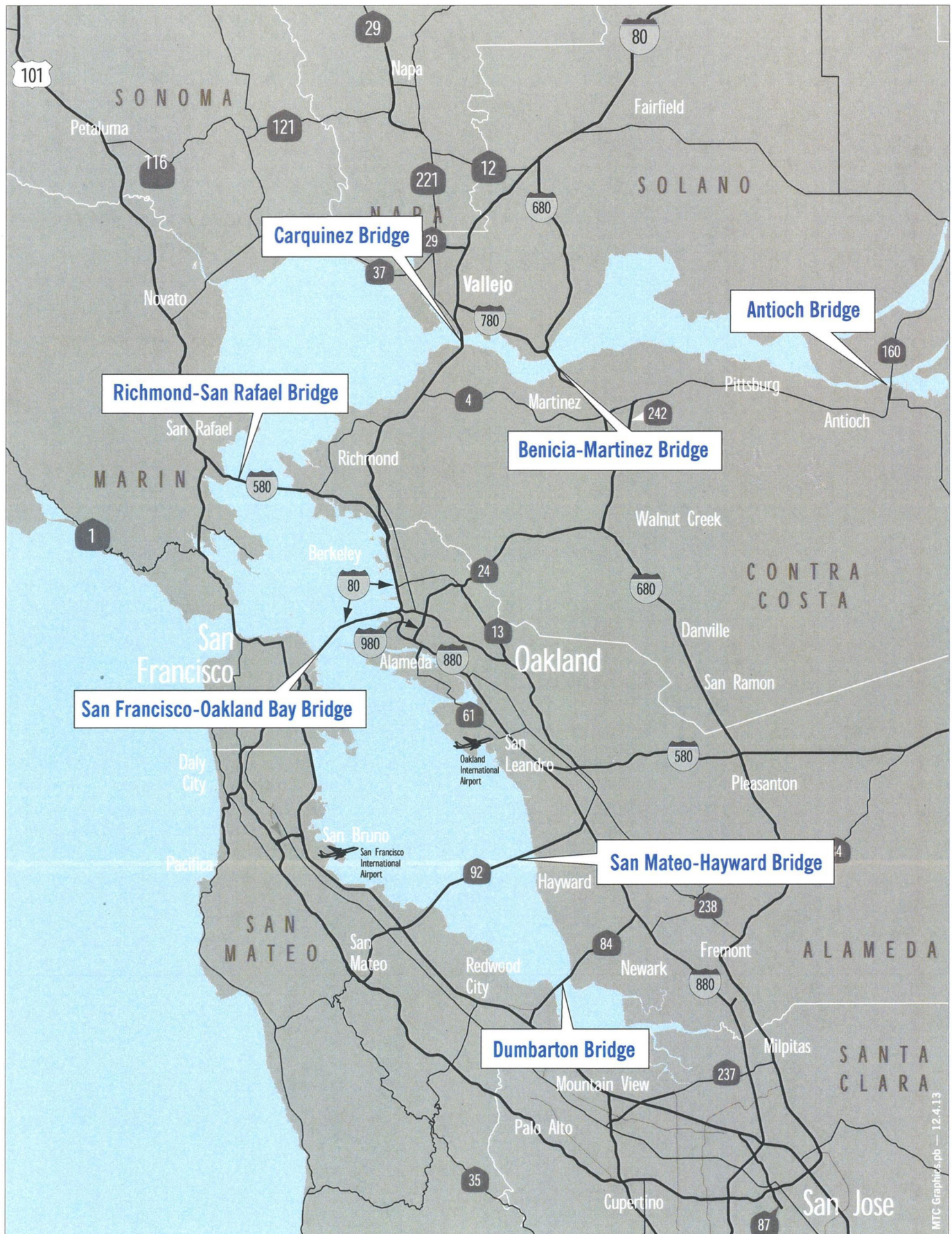
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Map of State-Owned Toll Bridges



Pursuant to California Streets and Highways Code § 30950.3 and § 30914 (9) BATA is required to prepare, adopt and from time to time revise a Long Range Plan for the completion of all projects within its jurisdiction funded from the toll revenues.

Introduction

When first adopted in 1998, BATA's Long-Range Plan focused on the completion of the 1988 voter-approved Regional Measure 1 (RM 1) Program that funded major rehabilitation and congestion-relief projects on the Bay Area's bridges. The Plan has since been amended to incorporate BATA responsibilities for the Toll Bridge Seismic Retrofit Program (SRP) and the toll-funded projects designated in the voter-approved Regional Measure 2 and recent Regional Measure 3 programs. Other toll funded programs include BATA commitments to the Regional Express Lanes Network (ELN) and Transit Core Capacity Program (CORE).

Toll Bridge Seismic Retrofit Program (SRP) At A Glance

The Toll Bridge Seismic Retrofit Program provides \$9.1 billion in funding for the seismic retrofit of five of the seven state-owned toll bridges in the Bay Area and for two former toll bridges in Southern California. To date, Caltrans has completed the retrofit of the San Mateo-Hayward, Carquinez, Benicia-Martinez, Richmond-San Rafael, Dumbarton and Antioch bridges in the Bay Area. The San Francisco-Oakland Bay Bridge achieved seismic safety with the opening of the new east span to traffic on September 2, 2013. The SRP program was concluded in December 2018.

Regional Measure 1 (RM 1) At A Glance

Regional Measure 1 provided \$2.3 billion in funding for a number of major toll bridge congestion relief projects around the Bay Area. These include the widening of the San Mateo-Hayward Bridge, which opened in 2002, construction of the new Alfred Zampa Memorial (southbound Carquinez) Bridge, which opened in 2003, and the new Congressman George Miller (northbound Benicia-Martinez) Bridge, which opened in 2006. The RM1 program was completed with the opening of a new Interstate 880/State Route 92 Interchange in 2011.

Regional Measure 2 (RM 2) At A Glance

Regional Measure 2 provides approximately \$1.5 billion in funding for 40 capital improvement projects in the bridge corridors, plus up to \$1.6 billion in operating funds for 14 transit routes and projects. The transit operating funding is capped at 38 percent of annual RM 2 revenue or roughly \$45 million annually.

Regional Measure 3 (RM 3) At A Glance

Similar in structure to RM 2, Regional Measure 3 provides approximately \$4.5 billion traffic relief and transit improvement program funded by progressively increased bridge tolls on the Bay Area's seven state-owned toll bridges. Major projects in the RM 3 expenditure plan include new BART cars to accommodate growing ridership; extending BART's Silicon Valley service to Santa Clara; extending Caltrain to downtown San Francisco; expanding S.F. Muni's transit vehicle fleet; more frequent transbay bus service; interchange improvements in Alameda, Contra Costa and Solano counties; an expanded express lane network; expanded ferry service; a direct freeway connector from northbound U.S. 101 in

(continued on next page)

Introduction

(continued from previous page)

Marin County to the Richmond-San Rafael Bridge; upgrades to relieve congestion in the Dumbarton Bridge corridor; improving State Route 37; and extending the new SMART rail system to Windsor and Healdsburg.

Key Differences Between RM 1 and RM 2/RM 3

Whereas RM 1 made a commitment to the voters to fully fund and deliver a specific set of improvements in the bridge corridors, RM 2 and RM 3 provides a cap on the amount of funding to be provided to each project in the expenditure plan. This is similar to the model used by “self-help counties” in their sales tax expenditure plans. As a result, RM 2 and RM 3 monies provide only a down payment on a project in some instances, leaving it up to the project sponsors to secure the remaining funds necessary to fully fund the project. It is the project sponsors who ultimately are responsible for the full funding and delivery of a given project. BATA’s charge is to ensure that every RM 2 and RM 3 allocation is spent on a project that will eventually deliver a tangible benefit to the traveling public.

Toll Bridge Rehabilitation (Rehab) Program At A Glance

Toll Bridge Rehabilitation provides approximately \$100 million a year to fund the up-keep and rehabilitation of the toll bridges, toll facilities, and tolling equipment. The funds are used to keep all structures and systems in a state of good repair.

Transit Core Capacity Challenge (CORE) Grant Program At A Glance

The Metropolitan Transportation Commission’s (MTC) Core Capacity Challenge Grant program is focused on AC Transit, BART, and SFMTA – regional transbay systems that carry 80% of the region’s overall transit riders as well as more than three-quarters of the low-income and minority passengers. BATA is contributing \$250 million towards this multi-billion program that will help the region achieve an optimal state of repair for the region’s transportation network.

Regional Express Lane Network Program (ELN) At A Glance

BATA, MTC and its partner agencies are currently developing an express lane network offering toll-free travel for eligible carpools, vanpools, motorcycles and buses, while also giving solo drivers the option to pay to use the lane to avoid congestion. BATA is providing \$440 million in funding for the ELN, including approaches to the BATA toll bridges. These funds are in addition to funding in Regional Measure 2 and Regional Measure 3. Regional Measure 3 includes \$300 million in funding that can be used to implement any express lanes authorized by the state, including those that may be authorized in the future.

How Does the BATA Long-Range Plan Fit Into Other MTC Planning Efforts?

As the Bay Area’s regional transportation planning agency, MTC is required to adopt a 25-year financially constrained plan that details exactly how the region will spend its anticipated funding. The current plan, known as Plan Bay Area 2040, details a comprehensive investment program intended to promote safety, reliability, access, livable communities, clean air and efficient freight travel. The projects and funding reported in the BATA Long-Range Plan have been incorporated into the Plan Bay Area’s financial assumptions, and are consistent with the Plan’s transportation goals and air quality requirements. Many of these toll-funded projects, especially in the RM 1 and SRP programs, have been included in the Bay Area’s previous long-range transportation plans, and the passage of RM 2 and RM 3 simply provided additional revenue to fund them.

Funding the Toll Bridge Programs

To fund the programs in the BATA Long Range Plan, BATA has adopted a multi-billion dollar plan of finance. The plan calls for a combination of carefully structured bond financings as well as pay-as-you-go toll funding to complete the programs. Since issuing its first series of bonds in 2001, BATA has been able to maintain high marks for credit-worthiness from the three major national bond-rating services, with ratings equivalent to the strongest transportation agencies in the country.



Seismic retrofit work on the Antioch Bridge, 2011

Toll Bridge Seismic Retrofit Program (Completed)

The fundamental purpose of the \$9.0 billion Toll Bridge Seismic Retrofit Program (SRP) is to protect public safety by strengthening or replacing seismically deficient toll bridge structures. Retrofit was required on all seven of the region's state-owned toll bridges. With the opening of the new east span of the San Francisco-Oakland Bay Bridge, all seven bridges have achieved seismic safety.

As of December 2018, the SRP program is complete.



New East Span of the San Francisco-Oakland Bay Bridge

Toll Bridge Seismic Retrofit Program

Project Number	Bridge	Seismic Retrofit Strategy	Status	Seismic Safety Completion Date	Current Seismic Budget Dec. 2018 (\$ in millions)
1	San Francisco-Oakland Bay Bridge (East Span)	Lifeline Structure, minor to moderate damage expected, reopening to traffic quickly — replace entire structure	Completed	September 2013	\$6,519.8
2	San Francisco-Oakland Bay Bridge (West Approach)	Lifeline Structure, minor to moderate damage expected, reopening to traffic quickly — strengthen or replace structural elements, add isolation and damping features	Completed	April 2009	\$ 452.6
3	San Francisco-Oakland Bay Bridge (West Span)	Lifeline Structure, minor to moderate damage expected, reopening to traffic quickly — strengthen or replace structural elements, add isolation and damping features	Completed	June 2004	\$ 305.3
4	Richmond-San Rafael	Avoid catastrophic failure — strengthen or replace structural elements, add isolation and damping features	Completed	October 2005	\$ 795.0
5	Benicia-Martinez (Existing Span)	Lifeline Structure, minor to moderate damage expected, reopening to traffic quickly — strengthen or replace structural elements, add isolation and damping features	Completed	August 2002	\$ 177.8
6	Carquinez (Existing Span)	Moderate to major damage expected — strengthen or replace structural elements, add isolation and damping features	Completed	January 2002	\$ 114.2
7	San Mateo-Hayward	Moderate to major damage expected — strengthen or replace structural elements, add isolation and damping features	Completed	June 2000	\$ 163.4
8	Antioch	Avoid catastrophic failure — strengthen or replace structural elements, add isolation and damping features	Completed	April 2012	\$ 71.1
9	Dumbarton	Moderate to major damage expected — strengthen or replace structural elements, add isolation and damping features	Completed	January 2013	\$ 112.4
Subtotal					\$8,711.6
Southern California Toll Bridges					\$ 162.0
Miscellaneous Program Costs					\$ 26.0
Program Contingency					\$ 52.7
Total					\$ 8,952.0

Regional Measure 1 Program (Completed)

Approved by Bay Area voters in November 1988, the Regional Measure 1 Toll Bridge Capital Improvement Program (RM1) is a multi-billion dollar toll bridge expansion and enhancement program involving six of the Bay Area's seven state-owned toll bridges. The program is funded from toll revenues generated by raising the auto toll to a uniform \$1 in 1988 on all seven of the region's toll bridges.

RM 1 has delivered many projects used daily by Bay Area drivers. Since 1998, BATA and Caltrans have delivered the new Al Zampa Memorial (Carquinez) Bridge, a widened San Mateo-Hayward Bridge, and new Benicia-Martinez Bridge. The last and final RM1 project completed was the reconstructed Interstate 880/State Route 92 Interchange that opened to traffic in 2011.

As of December 2013, the RM1 program is complete.

Regional Measure 1 Toll Bridge Capital Improvement Program

Project Number	Project	Description	Status	Open to Traffic/ Completion Date	Current Approved Budget (\$ in millions)
1	New Benicia-Martinez Bridge	The project constructed a new bridge parallel and east of the existing bridge that will carry five northbound lanes with shoulders. The project also reconstructed the north and south interchanges and provide a new toll plaza. The existing bridge was reconstructed to carry four lanes of southbound traffic with a bi-directional pedestrian/bicycle lane.	Completed	December 2007	\$1,263.0
2	Interstate 880/State Route 92 Interchange Reconstruction	The project reconstructed the existing cloverleaf interchange with direct freeway-to-freeway connectors.	Completed	June 2011	\$ 133.8
4	New Al Zampa Memorial (Carquinez) Bridge	The project constructed a new bridge parallel to and west of the existing bridges to replace the 1927 Carquinez Bridge. The new suspension bridge carries three mixed-flow lanes and one high-occupancy-vehicle lane, plus a bidirectional pedestrian/bicycle lane.	Completed	November 2003	\$ 528.2
5	San Mateo-Hayward Bridge Widening	The project widened the existing low-rise trestle portion of the bridge from four to six lanes to match the existing high-rise span. The project also widened the east approach to the bridge and expanded the existing toll plaza.	Completed	February 2003	\$ 217.8
6	Richmond Parkway Construction	The project constructed a new eastern approach expressway from Interstate 80 near Pinole to the Richmond-San Rafael Bridge.	Completed	May 2001	\$ 5.9
7	Bayfront Expressway (State Route 84) Widening	The project widened the existing west approach to the Dumbarton Bridge from four to six lanes and improved various intersections between the bridge and US 101.	Completed	January 2004	\$ 39.9
8	Richmond-San Rafael Bridge Trestle and Deck Joint Rehabilitation	The project replaced the western low-rise concrete trestle portion of the bridge and repaired numerous deck joints along the steel cantilevered truss portion of the bridge.	Completed	August 2005	\$ 102.1
9	Richmond-San Rafael Bridge Deck Resurfacing	The project resurfaced the existing concrete deck with a polyester concrete overlay.	Completed	November 2006	\$ 25.0
Total					\$2,315.7

Regional Measure 2 Program

(Ongoing)

In 2004, Bay Area Voters passed Regional Measure 2 (RM2), which raised tolls by \$1 for all vehicles crossing the region's state-owned toll bridges in order to raise some \$125 million annually for a program of roadway and transit projects approved by the California Legislature in Senate Bill 916 (Chapter 715, Statutes of 2004). SB 916 established the Regional Traffic Relief Plan, which is designed to reduce congestion and improve travel options in the bridge corridors and their approaches. The projects adopted in this long-range plan are consistent with Streets and Highways Code Section 30914. As the financial manager for the RM2 revenues, BATA is responsible for the preparation of financial plans, the issuance of debt financing and dispersal of funds to project sponsors. MTC is the program and project coordinator, with duties that include reviewing project application, programming and allocating funds to specific projects, and monitoring project delivery.

Capital Program

The Regional Traffic Relief Plan provides over \$1.5 billion to 40 capital projects. Many of these projects are complete. Others are in various stages of completion ranging from initiating the environmental clearance process to construction of facilities. MTC began allocating RM2 funds to projects in the capital program in July 2004.

Transit Operations

The Regional Traffic Relief Plan dedicates up to \$1.6 billion in operating funds to 13 projects. Annually up to 38 percent of the total annual RM2 revenues (approximately \$48 million per year) is provided for operations of commuter rail, express and enhanced bus, and ferry services. Beginning in fiscal year 2004–05, allocations of operating funds were made available on an annual basis.

Regional Measure 2 Projects



RM 2 Regional Traffic Relief Plan: List of Capital Projects

Project Number	Description	RM 2 Funding (Dec. 2018)
1	BART/MUNI Access on Market Street Corridor	\$3,000,000
2	MUNI Metro Third Street Light Rail Line	\$30,000,000
3	MUNI Waterfront Historic Streetcar Expansion	\$10,000,000
4	East to West Bay Commuter Rail Service over the Dumbarton Rail Bridge	\$9,057,000
5	Vallejo Station	\$26,000,000
6	Solano County Express Bus Intermodal Facilities	\$12,251,422
7	Solano County Corridor Improvements near Interstate 80/Interstate 680 Interchange	\$100,000,000
8	Interstate 80: Eastbound High-Occupancy Vehicle (HOV) Lane Extension from Route 4 to Carquinez Bridge	\$37,174,545
9	Richmond Parkway Transit Center	\$3,850,000
10	Sonoma-Marin Area Rail Transit District (SMART)	\$56,500,000
11	Greenbrae Interchange/Larkspur Ferry Access Improvements	\$43,500,000
12	Interstate 680 HOV Lane Improvement	\$20,425,000
13	Rail Extension to East Contra Costa/E-BART	\$96,000,000
14	Capitol Corridor Improvements in Interstate 80/Interstate 680 Corridor	\$35,950,126
15	Central Contra Costa Bay Area Rapid Transit (BART) Crossover	\$25,000,000
16	Benicia-Martinez Bridge: New Span	\$50,000,000
17	Regional Express Bus North	\$18,798,452
18	Clipper (formerly known as TransLink)	\$35,000,000
19	Real-Time Transit Information	\$20,000,000
20	Safe Routes to Transit	\$22,500,000

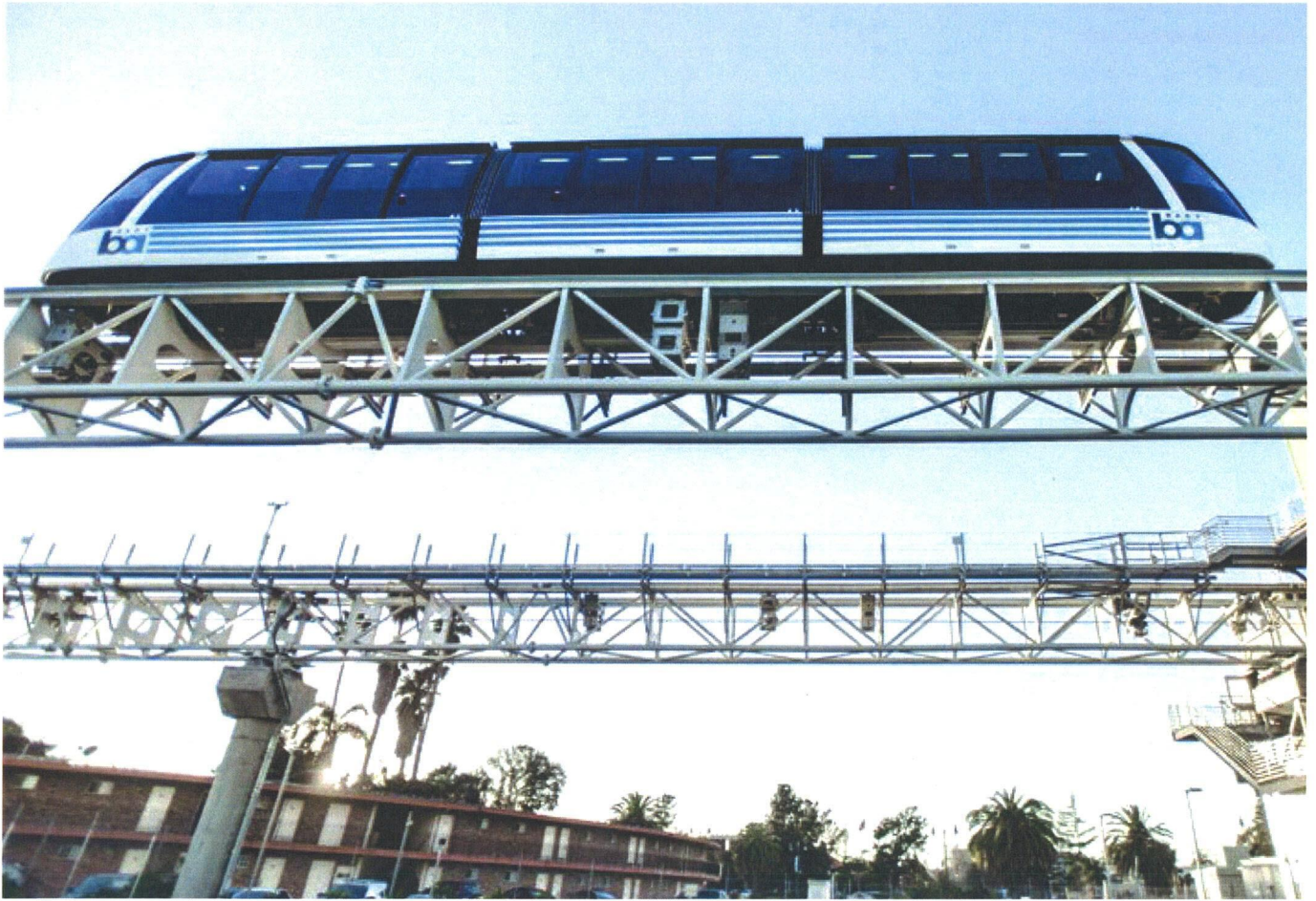
RM 2 Regional Traffic Relief Plan: List of Capital Projects (continued)

Project Number	Description	RM 2 Funding (Dec. 2018)
21	BART Tube Seismic Strengthening	\$33,801,000
22	Transbay Terminal/Caltrain Downtown Extension	\$150,000,000
23	Oakland Airport Connector	\$115,199,000
24	AC Transit Enhanced Bus-Phase 1 on Telegraph Avenue, International Boulevard, and East 14th Street (Berkeley-Oakland-San Leandro)	\$77,760,172
25	Transbay Commute Ferry Service	\$12,000,000
26	Commute Ferry Service for Berkeley/Albany/Richmond	\$12,000,000
27	Commute Ferry Service for South San Francisco	\$12,000,000
28	Water Transit Facility Improvements, Spare Vessels, and Environmental Review Costs	\$48,000,000
29	Regional Express Bus Service and Operational Improvements for San Mateo, Dumbarton, and Bay Bridge Corridors	\$54,932,828
30	I-880 North Safety Improvements	\$12,300,000
31	BART Warm Springs Extension	\$186,000,000
32	I-580 (Tri Valley) Rapid Transit Corridor Improvements	\$65,000,000
33	Regional Rail Master Plan	\$6,500,000
34	Integrated Fare Structure Program	\$1,500,000
35	Transit Commuter Benefits Promotion	\$5,000,000
36	Caldecott Tunnel Improvements	\$45,075,000
37	BART Transit Capital Rehabilitation	\$64,000,000
38	Regional Express Lane Network	\$4,825,455
39	Major Interchange Improvements in the Vicinity of I-80 and San Pablo Dam Road in Contra Costa County	\$8,000,000
40	Caltrain Electrification	\$20,000,000
TOTAL Capital Funds		\$1,589,000,000

RM 2 Regional Traffic Relief Plan: List of Operational Projects

Project Number	Description	Annual RM2 Funding
1	Golden Gate Express Bus Service over the Richmond Bridge (Route 40)	\$2,100,000
2	Napa Vine Service terminating at the Vallejo Intermodal Terminal	\$390,000
3	Regional Express Bus North Pool serving the Carquinez and Benicia Bridge Corridors	\$3,400,000
4	Regional Express Bus South Pool serving the Bay Bridge, San Mateo Bridge, and Dumbarton Bridge Corridors	\$6,500,000
5	Dumbarton Bus	\$5,500,000
6	San Francisco Bay Area Water Emergency Transportation Authority transbay ferry service	\$15,300,000
7	Owl Bus Service on BART Corridor	\$1,800,000
8	MUNI Metro Third Street Rail Line	\$2,500,000
9	AC Transit Enhanced Bus Service on Telegraph Avenue, International Boulevard, and East 14th Street in Berkeley-Oakland-San Leandro	\$3,000,000
10	Clipper (\$20 million for start-up operations)	-
11	San Francisco Bay Area Water Emergency Transportation Authority, regional planning and operations	\$3,000,000
12	Clipper Operations (annual)	\$2,000,000
13	Transbay Transit Center Operations	\$3,000,000
Total Operating Funds		\$48,490,000

Note: Amounts listed for both capital and operating projects are per MTC Resolution No. 3801, Revised, which approves amendments to the Regional Measure 2 program for project scope changes, funding amounts, or addition and deletion of projects as permitted by Streets and Highways Code Section 30914 et seq. Operating projects 1 through 7 are eligible for annual escalation factors not to exceed 1.5 percent per year.



Oakland Airport Connector (photo by Noah Berger)

Regional Measure 3 Program

(Ongoing)

In 2018, Bay Area Voters passed Regional Measure 3 (RM3), which will raise tolls for vehicles crossing the region's state-owned toll bridges by \$3 over the course of six years, with a \$1 toll increase effective January 1, 2019, a \$1 toll increase effective January 1, 2022, and a \$1 toll increase effective January 1, 2025. These toll increases will finance the Bay Area Traffic Relief Plan, a program of roadway and transit projects approved by the California Legislature in Senate Bill 595 (Chapter 650, Statutes of 2017). The Bay Area Traffic Relief Plan is designed to reduce auto and truck traffic; relieve crowding on BART; unclog freeway bottlenecks; improve bus, ferry, BART and commuter rail service; and enhance bicycle and pedestrian mobility in the bridge corridors. The projects adopted in this long-range plan are consistent with Streets and Highways Code Section 30914.7. As the financial manager for the RM3 revenues, BATA is responsible for the preparation of financial plans, the issuance of debt financing and dispersal of funds to project sponsors. MTC is the program and project coordinator, with duties that include reviewing project application, programming and allocating funds to specific projects, and monitoring project delivery.

Capital Program

The Bay Area Traffic Relief Plan provides \$4.5 billion to 35 capital projects. Most are in the planning, project development, or environmental review stage as of this Plan's adoption, while others are ready for construction. MTC will begin allocating RM3 funds to projects in the capital program if and when lawsuits challenging the measure are successfully resolved.

Transit Operations

The Bay Area Traffic Relief Plan dedicates up to 16% of RM3 annual revenues to 3 operating projects, not to exceed \$60 million annually. Revenues will be provided for operations of the San Francisco Transbay Terminal, expanded ferry service, and regional express bus. MTC will begin allocating RM3 funds to projects in the operating program on an annual basis if and when lawsuits challenging the measure are successfully resolved.

Regional Measure 3 Projects



Regional Measure 3: List of Capital Projects

Project Number	Description	RM 3 Funding (Dec. 2018)
1	BART Expansion Cars	\$500,000,000
2	Bay Area Corridor Express Lanes	\$300,000,000
3	Goods Movement and Mitigation	\$160,000,000
4	San Francisco Bay Trail/Safe Routes to Transit	\$150,000,000
5	Ferry Enhancement Program	\$300,000,000
6	BART to San Jose Phase 2	\$375,000,000
7	Sonoma-Marín Area Rail Transit District (SMART)	\$40,000,000
8	Capitol Corridor	\$90,000,000
9	Caltrain Downtown Extension	\$325,000,000
10	MUNI Fleet Expansion and Facilities	\$140,000,000
11	Core Capacity Transit Improvements	\$140,000,000
12	Alameda-Contra Costa Transit District (AC Transit) Rapid Bus Corridor Improvements	\$100,000,000
13	Transbay Rail Crossing	\$50,000,000
14	Tri-Valley Transit Access Improvements	\$100,000,000
15	Eastridge to BART Regional Connector	\$130,000,000
16	San Jose Diridon Station	\$100,000,000
17	Dumbarton Corridor Improvements	\$130,000,000
18	Highway 101/State Route 92 Interchange	\$50,000,000
19	Contra Costa Interstate 680/State Route 4 Interchange Improvements	\$210,000,000
20	Highway 101-Marín/Sonoma Narrows	\$120,000,000

Regional Measure 3: List of Capital Projects (continued)

Project Number	Description	RM 3 Funding (Dec. 2018)
21	Solano County Interstate 80/Interstate 680/State Route 12 Interchange Project	\$150,000,000
22	Interstate 80 Westbound Truck Scales	\$105,000,000
23	State Route 37 Improvements	\$100,000,000
24	San Rafael Transit Center	\$30,000,000
25	Richmond-San Rafael Bridge Access Improvements	\$210,000,000
26	North Bay Transit Access Improvements	\$100,000,000
27	State Route 29	\$20,000,000
28	Next-Generation Clipper Transit Fare Payment System	\$50,000,000
29	Interstate 680/Interstate 880/Route 262 Freeway Connector	\$15,000,000
30	Interstate 680/State Route 84 Interchange Reconstruction Project	\$85,000,000
31	Interstate 80 Transit Improvements	\$25,000,000
32	Byron Highway-Vasco Road Airport Connector	\$10,000,000
33	Vasco Road Safety Improvements	\$15,000,000
34	East Contra Costa County Transit Intermodal Center	\$15,000,000
35	Interstate 680 Transit Improvements	\$10,000,000
TOTAL Capital Funds		\$4,450,000,000

Regional Measure 3: List of Operational Projects

Project Number	Description	Annual RM3 Funding
1	San Francisco Transbay Terminal	8% of RM3 Operating Funds, not to exceed \$5,000,000 annually
2	Expanded Ferry Service	58% of RM3 Operating Funds, not to exceed \$35,000,000 annually*
3	Regional Express Bus	34% of RM3 Operating funds, not to exceed \$20,000,000 annually
Total Operating Funds		16% of RM3 Annual Revenues, not to exceed \$60,000,000 annually

*Senate Bill 595 specifies that this operating program will receive \$10,000,000 in the first year of allocation, \$15,000,000 in the second year of allocation, \$20,000,000 in the third year of allocation, \$25,000,000 in the fourth year of allocation, and 58% of RM3 Operating Funds thereafter. Due to the RM3 toll phase-in, the Expanded Ferry Service program will receive 58% of RM3 Operating Funds in the first four years of allocation if that amount is less than the amounts specified in the legislation.



SMART Train (photo by Jim Maurer)

Toll Bridge Rehabilitation Program (*Ongoing*)

BATA annually adopts a 10-Year Toll Bridge Rehabilitation Plan for the state-owned bridges. The Rehabilitation Program provides for on-going funds to maintain the structural integrity of the bridges and approaches, secure and update bridge facilities, and upgrade the revenue collection system for the bridges. BATA and Caltrans work closely to identify critical needs on the bridges and to prioritize funding and delivery.

The Rehabilitation Plan totals approximately \$1 billion over a 10-year period and includes rehabilitation and operational improvements of toll bridges, approaches, facilities and other eligible assets, and the maintenance and replacement of tolling equipment.

Transit Core Capacity Challenge Program (Ongoing)

MTC's Core Capacity Challenge Grant (CORE) program is focused on AC Transit, BART, and SFMTA – the Bay Area's three largest transit operators, responsible for transbay systems that carry over 80% of the region's overall transit riders as well as more than three-quarters of the low-income and minority passengers. The program complements other prior funding commitments by MTC in the region. By leveraging regional discretionary funds and local contributions, including BATA funds and proposed Cap and Trade Revenue, MTC can accelerate and solidify funding for fleet replacement projects and provide new funding for key enhancement projects.

Towards this multi-billion program, BATA is contributing \$250 million in available toll funds that will help the region achieve an optimal state of repair for the region's transportation network.

Project Sponsor

Metropolitan Transportation Commission

Current Approved Budget

\$250.0 million



Regional Express Lane Program (Ongoing)

Express lanes offer toll-free travel for carpools and buses, while also giving solo drivers the option to pay to use the lane to avoid congestion. The region has 70 miles of express lanes in operation today. The regional network authorized by the state in 2018 totals 600 directional miles, including approaches to the BATA toll bridges, to be constructed by 2040.

BATA and Metropolitan Transportation Commission (MTC) have formed a joint exercise of powers authority, called the Bay Area Infrastructure Financing Authority (BAIFA) which is responsible for planning, developing and funding a Regional Express Lane Network along with its partners. BATA is providing \$440 million in funding toward BAIFA involved projects in Alameda, Contra Costa, San Mateo and Solano counties, as shown on the map in the following page.

BAIFA and BATA may also contribute funding to other authorized express lane projects, as described in Senate Bill 595 (Regional Measure 3).

Project Sponsor

Bay Area Infrastructure Financing Authority

Current Approved Budget

\$440 million

Regional Express Lane Network Projects



Date: June 26, 2019
Referred by: BATA Oversight
Revised: 07/24/19-BATA
10/23/19-BATA 11/20/19-BATA

ABSTRACT

BATA Resolution No. 131, Revised

This resolution establishes the Regional Measure 3 Independent Oversight Committee, as set forth in Section 30923(h) of the California Streets and Highways Code and approved by voters on the June 5, 2018 ballot.

Attachment A to this Resolution was revised on July 24, 2019 to update appointees.

Attachment A to the Resolution was revised on October 23, 2019 to update appointees.

Attachment A to the Resolution was revised on November 20, 2019 to update appointees.

Further discussion of this resolution is contained in the BATA Oversight Committee Summary Sheets dated June 12, 2019, July 10, 2019, October 9, 2019, and November 13, 2019.

Date: June 26, 2019
Referred by: BATA Oversight

Re: Regional Measure 3 Independent Oversight Committee

BAY AREA TOLL AUTHORITY
RESOLUTION NO. 131

WHEREAS, on June 5, 2018, a special election was held in the City and County of San Francisco, and the Counties of Alameda, Contra Costa, Marin, Napa, San Mateo, Santa Clara, Solano, and Sonoma (individually, each a “County” and, collectively, the “Counties”) to approve a toll increase of three dollars (\$3.00) phased in over time, including a one dollar (\$1.00) toll increase on January 1, 2019, a one dollar (\$1.00) toll increase on January 1, 2022, and a one dollar (\$1.00) toll increase on January 1, 2025, for vehicles traveling on the state-owned bridges located in the San Francisco Bay Area (“Regional Measure 3”); and

WHEREAS, on September 26, 2018, the Bay Area Toll Authority (“Authority”) adopted Resolution No. 126 accepting certified statements from the Registrar of Voters of the City and County of San Francisco and each of the Counties and observing that a majority of all voters voting on Regional Measure 3 at such special election voted affirmatively for Regional Measure 3; and

WHEREAS, on December 19, 2018, the Authority adopted Resolution No. 128 adopting a toll schedule phasing in the toll increase approved pursuant to Regional Measure 3, effective on January 1, 2019; and

WHEREAS, in accordance with subsection (h) of Section 30923 of the California Streets and Highways Code (“SHC”), the Authority shall, within six months of the effective date of the toll increase, establish an independent oversight committee, with specified composition and duties; now, therefore, be it

RESOLVED, that the Authority specifically finds and declares that the statements, findings and determinations of the Authority set forth in the preambles above are true and correct; and be it further

RESOLVED, that pursuant to SHC § 30923(h), the Authority hereby establishes the Regional Measure 3 Independent Oversight Committee (“Committee”); and be it further

RESOLVED, that the Committee shall annually review the expenditure of funds by the Authority for the projects and programs specified in SHC § 30914.7 and prepare and submit a report to the transportation committee of each house of the Legislature summarizing its findings, and that the Committee may request any documents from the Authority to assist the Committee in performing its functions; and be it further

RESOLVED, that pursuant to SHC § 30923(h)(2), the Committee shall include two representatives from each county within the jurisdiction of the Metropolitan Transportation Commission (the “Commission”), and each representative shall be appointed by the applicable county board of supervisors and serve a four-year term and be limited to two terms; and be it further

RESOLVED, that pursuant to SHC § 30923(h)(3), a representative appointed to the Committee shall not be a member, former member, staff, or former staff of the Commission or the Authority, shall not be employed by any organization or person that has received or is receiving funding from the Commission or the Authority, and shall not be a former employee or a person who has contracted with any organization or person that has received or is receiving funding from the Commission or the Authority within one year of having worked for or contracted with that organization or person; and be it further

RESOLVED, that the Committee roster, as appointed by the applicable county board of supervisors, is contained in Attachment A to this resolution; and be it further

RESOLVED, that the travel reimbursement rate and stipend policy for members of the Committee is contained in Attachment B to this resolution; and be it further

RESOLVED, that the Chair of the Authority, the Vice Chair of the Authority, the Executive Director, the Chief Financial Officer and other appropriate officers and staff of the Authority, are hereby authorized and directed, jointly and severally, for and in the name and on behalf of the Authority, to do any and all things that they deem necessary or advisable in order to effectuate the purposes of this Resolution in accordance with the terms hereof and of applicable provisions of law.

BAY AREA TOLL AUTHORITY



Scott Haggerty, Chair

The above resolution was entered into by the
Bay Area Toll Authority at a regular
meeting of the Authority held in San
Francisco, California, on June 26, 2019.

Regional Measure 3 Independent Oversight Committee Membership

County	Member Name	Term Length	Term No.
Alameda	Anu Natarajan	July 2019 – June 2023	First
Alameda	William Harrison	July 2019 – June 2023	First
Contra Costa	Nazanin Shakerin	July 2019 – June 2023	First
Contra Costa	Kathy Chang	July 2019 – June 2023	First
Marin	Kevin Hagerty	July 2019 – June 2023	First
Marin	William McNicholas	July 2019 – June 2023	First
Napa	David Bailey	July 2019 – June 2023	First
Napa	Pamela Kindig	July 2019 – June 2023	First
San Francisco	<i>To be appointed by Board of Supervisors</i>	July 2019 – June 2023	First
San Francisco	<i>To be appointed by Board of Supervisors</i>	July 2019 – June 2023	First
San Mateo	Frederick A. Hansson	July 2019 – June 2023	First
San Mateo	Pam Frisella	July 2019 – June 2023	First
Santa Clara	Joanne Benjamin	July 2019 – June 2023	First
Santa Clara	David Fung	July 2019 – June 2023	First
Solano	Steve Lessler	July 2019 – June 2023	First
Solano	William G. Jerry Hayes	July 2019 – June 2023	First
Sonoma	<i>To be appointed by Board of Supervisors</i>	July 2019 – June 2023	First
Sonoma	<i>To be appointed by Board of Supervisors</i>	July 2019 – June 2023	First

Travel Reimbursement Rate and Stipend for Members of the Regional Measure 3 Independent Oversight Committee

1. Individual members of the Regional Measure 3 Independent Oversight Committee (“Committee”) appointed by county boards of supervisors shall each be eligible to receive a stipend of \$50 per meeting of the Committee, as defined below, with a maximum of four meetings per year. Meetings are defined as publicly noticed meetings or subcommittee meetings of the Committee.
2. Members of the Committee may be reimbursed for actual travel expenses, as defined below, for a maximum of four meetings per year.
3. The mileage reimbursement rate is the rate allowable by the Internal Revenue Service when a personal vehicle is used. Related bridge tolls, parking fees and actual expenses for use of public transit will be reimbursed.

All requests for stipend and reimbursement of expenses shall be submitted quarterly to the Committee staff liaison and processed according to the procedures established by MTC's Executive Director.

The MTC Deputy Executive Director, Policy shall administer this Attachment B. Any questions regarding its application shall be decided by the Deputy Executive Director, Policy whose decision shall be final.