
**SECOND AMENDED AND RESTATED
JOINT EXERCISE OF POWERS AGREEMENT
CREATING THE SAN JOAQUIN HILLS
TRANSPORTATION CORRIDOR AGENCY**

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**SECOND AMENDED AND RESTATED
JOINT EXERCISE OF POWERS AGREEMENT
CREATING THE SAN JOAQUIN HILLS
TRANSPORTATION CORRIDOR AGENCY**

THIS SECOND AMENDED AND RESTATED AGREEMENT is made and entered into, pursuant to Sections 11.1 and 11.3, by and among the following public agencies as of the ____ day of _____, 200_, the date on which ten or more of the following public agencies executed this Second Amended and Restated Joint Exercise of Powers Agreement Creating the San Joaquin Hills Transportation Corridor Agency:

- a. County of Orange
- b. City of Aliso Viejo
- c. City of Costa Mesa
- d. City of Dana Point
- e. City of Irvine
- f. City of Laguna Hills
- g. City of Laguna Niguel
- h. City of Laguna Woods
- i. City of Mission Viejo
- j. City of Newport Beach
- k. City of San Clemente
- l. City of San Juan Capistrano
- m. City of Santa Ana

RECITALS

A. The California State Legislature adopted Chapter 708, Statutes 1984, adding Section 66484.3 to the Government Code authorizing the County of Orange and any city within the County of Orange to require by ordinance the payment of a fee as a condition of approval of a final map or as a condition of issuing a building permit, for the purpose of defraying the actual or estimated cost of constructing bridges over waterways, railways, freeways, and canyons or constructing major thoroughfares.

B. The Parties to this Agreement have territorial jurisdiction within the Area of Benefit of the San Joaquin Hills Transportation Corridor, and desire to impose such a fee

pursuant to Government Code Section 66484.3 in order to finance the planning, acquisition and construction of major thoroughfares and bridges in the SAN JOAQUIN HILLS Transportation Corridors. The Parties hereto have the common power to conduct such transportation planning, financing and construction.

C. It has been determined by the Parties hereto that it is in the best interests of the respective Parties to join together to administer the funds provided by these fee programs, and to plan, acquire and construct said thoroughfares and bridges.

D. Each of the Parties is authorized to contract with each other for the joint exercise of any common power under Article 1, Chapter 5, Division 7, Title 1 of the Government Code of the State of California (the "Joint Powers Act"). With the adoption of Chapter 649, Statutes 1999, the California State Legislature amended the Joint Powers Act to authorize any joint powers authority formed pursuant to the Joint Powers Act to enter into an agreement with other "public agencies" (as defined in the Joint Powers Act) to jointly exercise any power common to the contracting Parties.

E. The Parties have determined that is in their best interest to authorize the Agency formed pursuant to this Agreement to exercise the authority provided by the Joint Powers Act to enter into agreement with other public agencies for the purpose of jointly exercising any power common to the Agency and any other such public agencies.

F. The Parties hereto recognize that, in order to serve the purposes stated herein, the imposition of fees in excess of the above-described fees should not be required or recommended as a condition to any annexation, incorporation or other reorganization involving territory claimed or controlled by the Parties hereto.

G. The Parties hereto recognize that, in order to serve the purpose stated herein, additional funding other than that received-from the above-described fees must be obtained. Each Party has agreed to cooperate in obtaining additional financing, including, but not limited to, debt financing, assessment districts, special legislation, toll revenue financing, Arterial Highway Financing program funds and other forms of governmental grants-in-aid.

H. The Parties hereto entered into this Agreement with the express understanding that the acquisition of rights-of-way and similar property interests necessary for the construction of transportation facilities pursuant to this Agreement shall be accomplished at little or no expense to the members hereto or to the Agency created hereunder. However, it is recognized by the Parties hereto that prior to the execution of this Agreement, the County of Orange, as the sole responsible Party for the administration of the Orange County Major Thoroughfare and Bridge Fee Program, assumed the right and obligation to acquire a certain right of way located in the City of Laguna Beach ("Sycamore Hills") in the area of Tentative Tract Map No. 8965 not available for dedication in addition to certain other property, and such right and obligation shall be assumed by the Agency but only to the extent of the aliquot value of such right of way.

I. The Parties hereto recognize that in accordance with the principals of sound community planning, future land use decisions should not upset the balance between land use intensity and adequate transportation facilities.

J. It is anticipated by the Parties hereto that any major thoroughfares or bridges constructed pursuant to this Agreement shall comport with those standards for scenic highways set forth in Streets and Highways Code Section 261.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the Parties hereto agree as follows:

I.

DEFINITIONS

1.1 For the purposes of this Agreement, the following words shall have the following meanings:

- a. "Agreement" means this Second Amended and Restated Joint Exercise of Powers Agreement, as amended from time to time.
- b. "Agency" means the SAN JOAQUIN HILLS TRANSPORTATION CORRIDOR AGENCY.
- c. "Annual Budget" means the approved budget applicable to the expenses of administration of the Agency.
- d. "Board Members" means those persons serving as members of the Board or their alternates.
- e. "Board" means the governing body of the Agency.
- f. "Ex Officio Members" means Board Members who do not have a vote in Agency matters and whose presence shall not be counted in determining whether a quorum sufficient to transact Agency business exists.
- g. "Chief Executive Officer" means the chief operating employee selected by the Board to manage the day-to-day activities the Agency, including, but not limited to, the appointment and removal of all employees of the Agency except those described in Section 3.11 below. The Chief Executive Officer shall not be an employee of any individual Party.
- h. "F/E Agency" means the Foothill/Eastern Transportation Corridor Agency formed by the parties to the F/E Agreement.
- i. "F/E Agreement" means that certain Second Amended and Restated Foothill/Eastern Transportation Corridor Agency Agreement.
- j. "Fiscal Year" means July 1st to and including the following June 30th.
- k. "Joint Transportation Corridor Agency" has the meaning assigned such term in Section 2.3(m).

l. "Joint Transportation Corridor Agency Agreement" has the meaning assigned such term in Section 2.3(m).

m. "Party" means each of the public entities which becomes a signatory to this Agreement, accepting the rights and obligations of the Agency hereunder, including any public entity executing an amendment of the original agreement as hereinafter provided.

n. "Quarter" means July 1st to and including September 30th, October 1st to and including December 31st, January 1st to and including March 31 and April 1st to and including June 30th.

II.

PURPOSE AND POWERS

2.1 Agency Created.

There is hereby created a public entity to be known as the "SAN JOAQUIN HILLS TRANSPORTATION CORRIDOR AGENCY." The Agency is formed by this Agreement pursuant to the provision of Article 1, Chapter 5, Division 7, of Title 1 of the Government Code of the State of California. The Agency shall be a public entity separate from the parties hereto.

2.2 Purpose of the Agreement; Common Powers to be Exercised.

Each Party has the common power to plan for, acquire, construct, maintain, repair, manage, operate, and control facilities for one or more of the following purposes:

a. The financing of and the imposing of fees for the planning and construction of major thoroughfares and bridges;

b. The power to plan for, acquire, and construct environmentally-sensitive thoroughfares and bridges to conform to the technical standards of the California Department of Transportation (CALTRANS) and the Federal Highway Administration (FHWA) whenever possible.

The purpose of this Agreement is to jointly exercise the foregoing common powers to undertake such studies and planning relative to the San Joaquin Hills Transportation Corridor as may be necessary to establish Areas of Benefit, to recommend to the Parties the adoption of local ordinances and the undertaking of all acts necessary for the imposition of fees by the Parties pursuant to Government Code Section 66484.3 and to fund, plan, acquire, and construct the major thoroughfares and bridges in the San Joaquin Hills Transportation Corridor. Except for maintenance of the facilities relating to collection of tolls and insuring that the major bridges or thoroughfares constructed pursuant to this Agreement comport to those design elements incorporated into Interstate 280 near the San Francisco Bay Area, the Agency shall not maintain or operate, or incur liability for the maintenance or operation of the facilities constructed pursuant to this Agreement, except as otherwise provided herein.

Board planning policy has and shall continue to respond to those various memoranda of understanding, resolutions, minute orders and policy statements of Parties, attached as Exhibit "A" to the prior form of this Agreement and collectively incorporated in the "Issues Inventory Manual" adopted by the Board on August 13, 1987.

2.3 Powers.

The Agency shall have the power in its own name to do any of the following:

- a. To exercise jointly the common powers of the Parties in studying and planning ways and means to provide for the financing, and construction of the San Joaquin Hills Transportation Corridor;
- b. To make and enter into contracts;
- c. To contract for the services of engineers, attorneys, planners, financial consultants, and separate and apart therefrom to employ such other persons, as it deems necessary;
- d. To appoint agents;
- e. To lease, acquire, construct, manage, maintain and operate any buildings, works or improvements;
- f. To acquire, hold, or dispose of property by any lawful means, including without limitation, gift, purchase, eminent domain lease, lease purchase or sale;
- g. To incur debts, liabilities, or obligations subject to limitations herein set forth;
- h. To receive gifts, contributions and donations of property, funds, services and other forms of financial assistance from persons, firms, corporations and any governmental entity,
- i. To sue and be sued in its own name;
- j. To apply for an appropriate grant or grants under any federal, state, or local programs for assistance in developing any of its programs;
- k. To adopt rules, regulations, policies, by-laws and procedures governing the operation of the Agency;
- l. To exercise those powers authorized in Chapter 5 (commencing with Section 31100) of Division 17 of the Streets and Highways Code in accordance with Government Code Section 66484.3(f); and
- m. To enter into a joint powers agreement with any public agency authorized by Government Code Section 6500 et seq. for the purpose of jointly exercising common powers

under Government Code Sections 6500 et seq. and 66484.3. Any such agreement with the F/E Agency for the joint planning, financing and construction of major thoroughfares and bridges (a "Joint Transportation Corridor Agency Agreement") shall provide for the formation of a separate authority (a "Joint Transportation Corridor Agency") to carry out the purposes of such Joint Transportation Corridor Agency Agreement. Such Joint Transportation Corridor Agency Agreement shall provide that: (i) the board of directors of such Joint Transportation Corridor Agency shall be composed of one (1) voting member appointed by the legislative body of each city that is a party to either or both this Agreement and the F/E Agreement from time to time, and three (3) voting members from the County of Orange, said members to be the duly elected supervisors for the Third, Fourth and Fifth County of Orange Supervisorial Districts, , (ii) each such board member shall also have an alternate appointed by the legislative body of the relevant City or the County appointing such board member consistent with this agreement, (iii) not less than two-thirds (2/3) of the members of such board shall constitute a quorum for the purposes of the transaction of business relating to the Joint Transportation Corridor Agency, and (iv) such board may adopt any motion, resolution or order and take any other action they deem appropriate by a vote of the lesser of (a) sixteen (16) such board members, (b) seventy seven percent (77%) of those board members present and qualified to vote, or (c) such lesser number or percentage of votes (but not less than a majority) that is the requisite vote necessary to maintain the tax-exempt status of debt issued by the Joint Transportation Corridor Agency, as supported by an opinion of a nationally recognized bond counsel selected by such board.

n. To the extent not herein specifically provided for, to exercise any powers in the manner and according to the methods provided under applicable laws.

III.

ORGANIZATION

3.1 Membership.

The Parties to the Agency shall be the public entities which have executed or hereafter execute this Agreement, or amendment thereto, and which have not, pursuant to the provisions hereof, withdrawn therefrom.

3.2 Board.

- a. The Board shall consist of the following:
- (i) one voting Board Member appointed by the legislative body of each of the following Parties pursuant to Section 3.1 above: The cities of Aliso Viejo, Costa Mesa, Dana Point, Irvine, Laguna Hills, Laguna Niguel, Laguna Woods, Mission Viejo, Newport Beach, San Clemente, San Juan Capistrano, and Santa Ana.
 - (ii) two voting Board Members from the County of Orange, said members to be the duly elected supervisors for the Third and Fifth County of Orange Supervisorial Districts.

(iii) The Board may, from time to time, appoint additional ex officio members.

b. Except for ex officio members, each Board Member shall be a current member of the legislative body of the Party each member represents.

c. Each Board Member shall also have an alternate appointed by the legislative body of the Party represented by such Board Member. With the exception of the alternates to the Board Members representing the County of Orange, an alternate Board Member must also be a current member of the legislative body of the Party such alternate represents. An alternate Board Member shall assume all rights and duties of the absent Board Member.

d. Each Board Member and alternate shall hold office from the first meeting of the Board after appointment by the city council or Board of Supervisors until a successor is named. Board Members and alternates shall be appointed by and serve at the pleasure of their appointing body and may be removed at any time, with or without cause, at the sole discretion of the legislative body of the Party such Board Member represents subject, however, to the provisions of Section 3.2 a.(ii).

e. A Board Member shall receive only such compensation from the Agency for his/her services as may be approved by not less than two-thirds (2/3) of the Board Members.

f. A Board Member may be reimbursed for expenses incurred by such Board Member in the conduct of the business of the Agency.

3.3 Principal Office.

The principal office of the Agency shall be established by the Board and shall be located within the County of Orange. The Board is hereby granted full power and authority to change said principal office from one location to another in the County of Orange. Any change shall be noted by the secretary of the Board under this Agreement but shall not be considered an amendment to this Agreement.

3.4 Meetings.

The Board shall meet at the principal office of the Agency or at such other place as may be designated by the Board. The time and place of regular meetings of the Board shall be determined by resolution adopted by the Board; a copy of such resolution shall be furnished to each Party. Regular, adjourned, and special meetings shall be called and conducted in accordance with the provisions of the Ralph M. Brown Act, Government Code Section 54950 et seq., as amended.

3.5 Quorum.

Not less than two-thirds (2/3) of the Board Members shall constitute a quorum for the purposes of the transaction of business relating to the Agency.

3.6 Powers and Limitations Thereon.

All of the powers and authority of the Agency shall be exercised by the Board, subject however, to the reserved rights of the Parties as herein set forth. Unless otherwise provided herein, each Board Member or participating alternate Board Member shall be entitled to one vote, and except as otherwise provided herein, a vote of the majority of those present and qualified to vote may adopt any motion, resolution, or order and take any other action they deem appropriate.

3.7 Minutes.

The secretary of the Agency shall cause to be kept minutes of regular, adjourned regular and special meetings of the Board, and shall cause a copy of such minutes to be forwarded to each Board Member and to each Party.

3.8 Rules.

The Board may adopt from time to time rules and regulations for the conduct of its affairs consistent with this Agreement.

3.9 Vote or Assent of Parties.

The vote, assent, or approval of Parties in any matter requiring such vote, assent or approval hereunder shall be evidenced by a certified copy of the action of the governing body of such Party filed with the Agency. It shall be the responsibility of the Chief Executive Officer to obtain certified copies of said actions.

3.10 Officers.

There shall be selected by the Board from its membership, a chairman and a vice chairman. The Board shall appoint a secretary who may be a Member. The Board shall appoint an officer or employee of the Board or an officer or employee of a Party to hold the offices of treasurer and auditor for the Agency. Such offices may be held by separate officers or employees or may be combined and held by one such officer or employee, as provided by the Board. Such person or persons shall possess the powers and the duties of, and shall perform the treasurer and auditor functions for the Agency and those functions required by Government Code Sections 6505, 6505.5, and 6505.6, including any subsequent amendments thereto.

The chairman, vice chairman, secretary, treasurer and auditor shall hold office for a period of one year commencing July 1st of each year. Except for the Chief Executive Officer, any officer, employee, or agent of the Board may also be an officer, employee or agent of any of the Parties. The appointment by the Board of such a person shall be evidence that the two positions are compatible.

3.11 Committees.

The Board may, as it deems appropriate, appoint committees to accomplish the purposes set forth herein. Any meeting of such a committee shall be deemed to be a meeting of the Agency for compensation purposes only and all such meetings shall be open to all Board Members, unless the presence of Board Members who are not members of such committee would violate the provisions of the Ralph M. Brown Act, Government Code Section 54950 et seq., as amended.

3.12 Additional Officers.

The Board shall have the power, upon the approval of not less than two-thirds (2/3) of the Board Members, to appoint such additional officers as may be appropriate. Such officers may also be, but are not required to be, officers and employees of a Party.

3.13 Bonding Requirement.

The officers or persons who have charge of, handle, or have access to any property of the Agency shall be so designated and empowered by the Board. Each such officer or person shall be required to file an official bond with the Board in an amount which shall be established by the Board. Should the existing bond or bonds of any such officer or persons be extended to cover the obligations provided herein, said bond shall be the official bond required herein. The premiums on any such bonds attributable to the coverage required herein shall be appropriate expenses of the Agency.

3.14 Status of Officers and Employees.

All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, workers compensation, and other benefits which apply to the activities of officers, agents, or employees of any of the Parties when performing their respective functions shall apply to them to the same degree and extent while engaged in the performance of any of the functions and other duties under this Agreement. None of the officers, agents, or employees appointed by the Board shall be deemed, by reason of their employment by the Board, to be employed by any of the Parties or, by reason of their employment by the Board, to be subject to any of the requirements of such Parties.

IV.

FEES

4.1 Imposition of Major Thoroughfare and Bridge Construction Fee by Parties.

On or before the effective date of this Agreement (or, in the case of a new Party, on or before the date on which that Party becomes signatory to this Agreement), each Party shall require by ordinance the payment of a fee as a condition of issuance of a building permit within the Area of Benefit, for the purposes of defraying the actual or estimated cost of constructing major thoroughfares and bridges, in accordance with California Government Code Section

66484.3. Said fee shall be in the form, and in those amounts set forth in the "Major Thoroughfare and Bridge Fee Program For the San Joaquin Hills Transportation Corridor and Foothill/Eastern Transportation Corridors," attached hereto as Exhibit "A" and incorporated by reference herein. The imposition of said fee by each Party shall be a condition precedent to that Party's participation in the Agency, and each Party covenants to continue the imposition of such fees as required herein and as required by provisions of any applicable bond indentures.

4.2 Annual Review of Fees.

At least once annually, the Board shall undertake a review of the above-described fee program and may, upon approval of not less than two-thirds (2/3) of its Members, modify the fee to be imposed by the Parties hereto. Each Party shall impose said revised fee within one hundred twenty (120) days, and if a Party fails to impose said fees, repeals the enabling ordinance or fee requirement or otherwise disables itself from the collection and remittance of said fees to the Agency, on the effective date of any such action or upon expiration of the aforementioned time period, whichever is sooner, such action shall be deemed the withdrawal of that Party from the Agency, subject to the conditions specified in Section 9.2 below.

If the Agency has entered into a Joint Transportation Corridor Agency Agreement pursuant to which a Joint Transportation Corridor Agency has been formed as authorized by Section 2.3 of this Agreement, such Joint Transportation Corridor Agency Agreement may provide that the board of directors of the Joint Transportation Corridor Agency shall be responsible for undertaking the annual or more frequent review of the above-described fee program, and shall have the power to modify the fees to be imposed by the Parties hereto upon approval of such modification by such board of directors in accordance with the terms of the Joint Transportation Corridor Agency Agreement. In such event, each Party shall impose said revised fee as provided herein as if such revised fee had been approved by the Board in accordance with this Section 4.2.

4.3 Payment.

Each Party agrees to hold said fees in trust for the Agency, and to pay said fees to the Agency in quarterly payments, within sixty (60) days after the end of each quarter.

The Board may authorize an audit of any Party to determine whether said payments of fees accurately reflect each Party's obligations under this Agreement. Unpaid fees shall bear interest at a rate to be determined by the Board. In the event that any Party fails to remit said fees to the Agency, said failure may be deemed by the Board to be a withdrawal of that Party from the Agency subject to the conditions specified in Section 9.2 hereof.

In the event that any dispute arises as to the amount of fees assessed any person under the fee program, any aggrieved person may appeal the decision of a Party hereto regarding the appropriate amount of the assessment to the Agency, in accordance with the rules and regulations established by the Agency, which decision shall be final. In the event that any Party hereto becomes a Party to litigation regarding the legality of the fee program, the Board, where it deems appropriate, may defend such action or lend other assistance to said Party in said action.

If the Agency has entered into a Joint Transportation Corridor Agency Agreement pursuant to which a Joint Transportation Corridor Agency has been formed as authorized by Section 2.3 of this Agreement, such Joint Transportation Corridor Agency Agreement may authorize the Joint Transportation Corridor Agency to manage the funds collected pursuant to said fee program. In such event, each Party agrees (i) to hold said fees in trust for the Joint Transportation Corridor Agency, (ii) to pay such fees to the Joint Transportation Corridor Agency as provided herein with respect to the Agency, (iii) to permit the Joint Transportation Corridor Agency to audit such Party as provided herein with respect to the Agency, and (iv) that in the event any dispute arises as to the amount of fees assessed any person under the fee program, if the Joint Transportation Corridor Agency Agreement so provides, such dispute shall be managed by the Joint Transportation Corridor Agency and its board of directors in the same manner as described in the third paragraph of this Section 4.3 with respect to the Agency.

4.4 Compensation of Agency for Acquisition of Rights-of-Way.

When it is within its power to do so, each Party shall be individually responsible for the preservation and acquisition by dedication pursuant to Title 7, Divisions 1 and 2 of the Government Code of rights-of-way and similar property interests within its territory which are necessary to accomplish the purposes of this Agreement. Except as provided in Recital H of this Agreement, in the event that a Party fails to acquire these rights-of-way by the above-mentioned means after the route alignment for the San Joaquin Hills Transportation Corridor is established and accepted by the Agency, or fails to preserve such rights-of-way and property interests by the above-mentioned means which were established by the County of Orange prior to such establishment and acceptance by the Agency, that Party shall compensate the Agency for all costs (including attorneys' fees) incurred by the Agency in acquiring said rights-of-way and property interests. If the Agency has entered into a Joint Transportation Corridor Agency Agreement pursuant to which a Joint Transportation Corridor Agency has been formed as authorized by Section 2.3 of this Agreement, the Joint Transportation Corridor Agency shall be entitled to enforce the respective obligations of each Party arising pursuant to this Section 4.4.

V.

RELATIONS WITH OTHER MAJOR THOROUGHFARE AND BRIDGE FEE AGENCIES

5.1 Joint Action with Other Agencies.

In the event that other major thoroughfare and bridge fee agencies are formed for the purpose of planning, coordinating, acquiring, financing, constructing, maintaining, repairing, managing, operating and controlling major thoroughfares and bridges in the Foothill and Eastern Transportation Corridors or other transportation corridors, the Board is authorized to make or perform any agreement to join with said agencies in the planning and implementation of said thoroughfares and bridges, when for any purpose otherwise permitted by law, the Board deems it appropriate.

5.2 Communications Between Corridor Agencies.

In the event that the agencies described in Section 5.1 above (other than the Joint Transportation Corridor Agency) are formed, the chairman or his designate shall meet with the

chairmen, or their designates, of said agencies at least quarterly, for the purpose of coordinating the planning, financing and construction activities of the various agencies.

5.3 Lending and Borrowing Funds Between Agencies.

When it is found to be beneficial to the purposes of the Agency and otherwise permitted by law, and serves the general purpose of improving transportation facilities in Orange County, the Board is authorized to lend and borrow available funds and services to or from the agencies described in Section 5.1 above, upon the approval of not less than two thirds (2/3) of the Board Members. The Board shall specify the date and manner in which the funds or services shall be repaid and may provide for the payment of interest on the loan.

VI.

BUDGET AND DISBURSEMENTS

6.1 Annual Budget.

The Board shall adopt upon the approval of not less than two thirds (2/3) of the Board Members, an annual budget, for the ensuing fiscal year, pursuant to procedures developed by the Board.

6.2 Disbursements.

The auditor shall draw warrants upon the approval and written order of the Board. The Board shall requisition the payment of funds only upon approval of such claims or disbursements and such requisition for payment in accordance with rules, regulations, policies, procedures and bylaws adopted by the Board.

6.3 Accounts.

All funds will be placed in object accounts and the receipt, transfer, or disbursement of such funds during the term of this Agreement shall be accounted for in accordance with generally accepted accounting principles applicable to governmental entities. There shall be strict accountability of all funds. All revenues and expenditures shall be reported to the Board.

6.4 Expenditures Within Approval Annual Budget.

All expenditures within the designations and limitations of the approved annual budget shall be made upon the approval of the Chief Executive Officer in accordance with the rules, policies and procedures adopted by the Board. Notwithstanding the above, no expenditures shall be made for the purpose of the acquisition of rights-of-way or similar property interests except upon the approval of not less than two-thirds (2/3) of the Board Members. No expenditures in excess of those budgeted shall be made without the approval of not less than two-thirds (2/3) of the Board Members to a revised and amended budget which may, from time to time, be submitted to the Board.

6.5 Audit.

The records and accounts of the Agency shall be audited annually by an independent certified public accountant and copies of such audit report shall be filed with the County Auditor, State Controller and each Party no later than fifteen (15) days after receipt of said audit by the Board.

VII.

SECURITIES

7.1 Securities.

Upon the approval of the Board, the Parties, or the Agency, may participate in any statutory power for the issuance of securities to finance the fees authorized by Government Code Section 66484.3, including the power to establish one or more community facilities districts under the Mello-Roos Community Facilities District Act of 1982, Government Code Section 53311, et seq., or any other applicable legislation. Other than the fees specified herein, no funds of a Party shall be utilized as security or as a source for the payment or redemption of any securities of the Agency without the consent of the legislative body of that Party.

Upon the approval of not less than two-thirds (2/3) of the Board Members, the Agency may participate in the above-mentioned statutory powers for bond financing of the fees specified herein; provided, however, that the fees collected by any Party may be excluded as security for or as a source for such financing if the Board, upon the approval of not less than two-thirds (2/3) of its Members, so provides.

VIII.

LIABILITIES

8.1 Liabilities.

The debts, liabilities, and obligations of the Agency shall be the debts, liabilities, or obligations of the Agency alone and not of the Parties, unless expressly specified herein.

8.2 Hold Harmless and Indemnify.

Each Party hereto agrees to indemnify and hold the Agency and the other Parties harmless from any liability for damages, actual or alleged, to persons or property arising out of or resulting from negligent acts or omissions of the indemnifying Party or its employees. Where the Agency, the Board itself or its Members' agents or employees are held liable for injuries to persons or property, each Party's liability for contribution or indemnity for such injuries shall be based proportionately upon the fees paid by each Party. In the event of liability imposed upon any of the Parties or upon the Board created by this Agreement, for injury which is caused by the negligent or wrongful act or omission of any of the Parties in the performance of this Agreement, the contribution of the Party or Parties not directly responsible for the negligent or wrongful act or omission shall be limited to One Hundred Dollars (\$100.00). The Party or Parties directly

responsible for the negligent or wrongful acts or omissions shall indemnify, defend, and hold the Agency and all other Parties harmless from any liability for personal injury or property damage arising out of the performance of this Agreement. If the Agency enters into a Joint Transportation Corridor Agency Agreement pursuant to which a Joint Transportation Corridor Agency is formed, then each Party agrees to hold harmless and indemnify the Joint Transportation Corridor Agency, the board of directors of the Joint Transportation Corridor Agency, and the members of such board of directors of the Joint Transportation Corridor Agency, for all matters within the scope of the indemnities made by the Parties in this Section 8.2 with respect to the Agency, the Board and its Members, to the same extent as such indemnities are made to the Agency, the Board and its Members.

IX.

ADMISSION AND WITHDRAWAL OF PARTIES

9.1 Admission of New Parties.

It is recognized that public entities, other than the original Parties, may wish to participate in the Agency. Additional public entities may become Parties to the Agency upon such terms and conditions, including, but not limited to, financial contributions, as provided by the Board and upon the unanimous consent of the Parties evidenced by the execution of a written amendment to this Agreement, executed by all of the Parties, including the additional Party.

9.2 Withdrawal.

It is fully anticipated that each Party hereto shall participate in the Agency until the purposes set forth in Section 2.2 above are accomplished. The withdrawal of any Party, either voluntarily or involuntarily pursuant to Sections 4.2 and 4.3 above, unless otherwise provided by the Board, shall be conditioned as follows: (i) in the case of a voluntary withdrawal, written notice shall be given one hundred and twenty (120) days prior to the end of a fiscal year, (ii) the fee program established by the Party pursuant to this Agreement shall remain in effect for a period of at least four (4) years after the adoption and for any additional period of time in which the Agency has theretofore made a financial commitment secured by the receipt of such fees, including by way of illustration, but not limitation, bonds which have been issued or authorized for issuance by the Agency, and letters of credit or other reimbursement obligations owed to financial institutions which have secured such bonds or other parties advancing funds to the Agency; (iii) said withdrawal shall not relieve the Party of its proportionate share of any debts or other liabilities incurred by the Agency prior to the effective date of the Party's withdrawal, nor any liabilities imposed upon or incurred by the Party pursuant to this Agreement prior to the effective date of the Party's withdrawal; and (iv) said withdrawal shall result in the forfeiture of that Party's rights and claims relating to distribution of property and funds upon termination of the Agency, as set forth in Section 10.2 below.

X.

TERMINATION AND DISPOSITION OF ASSETS

10.1 Termination.

The Agency shall continue to exercise the joint powers herein until the termination of this Agreement and any extension thereof as provided in this Section 10.1 or until the Parties shall have mutually rescinded this Agreement; provided, however, that the Agency shall continue to exist for the purposes of disposing of all claims, payment of debt service with respect to bonds which have been issued or which have been authorized for issuance and satisfaction of other covenants contained in the resolution and trust indenture relating to said bonds, reimbursement owed to financial institutions which have secured such bonds or other parties advancing funds to the Agency and satisfaction of other covenants contained in reimbursement agreements with such financial institutions, establishment and collection of tolls and development fees, the maintenance of toll collection facilities and the facility in accordance with the California Department of Transportation agreements, distribution of assets and all other functions necessary to conclude the affairs of the Agency.

Termination shall occur upon the written consent of all of the Parties, or upon the withdrawal from the Agency of a sufficient number of the Parties to leave less than six Parties remaining in the Agency, or upon transfer of title to the corridor to the California Department of Transportation and full satisfaction of all outstanding financial obligations of the Agency. However, no such termination shall occur until all reimbursement obligations owed to financial institutions securing bonds have been paid and all other financial and contractual obligations of the Agency have been satisfied.

10.2 Distribution of Property and Funds.

In the event of the termination of this Agreement, any property interest remaining in the Agency following the discharge of all obligations shall be disposed of as the Board shall determine with the objective of returning to each Party or former Part a proportionate share of the contributions made to such properties by such Parties, less previous distributions, if any, provided however that said funds also shall be expended to construct major arterial transportation facilities which accomplish the purposes of the San Joaquin Hills Transportation Corridor, to the extent legally possible.

In the event of the termination of this Agreement, any funds remaining following the discharge of all obligations shall be disposed of by returning to each Party (excluding withdrawn Parties as provided in Section 9.2 hereof) a proportionate share of such funds equal to the percentage of the contribution made by each Party, less each Party's proportionate share of previous distributions, if any, provided that said funds shall be expended to construct major arterial transportation facilities which accomplish the purposes of the San Joaquin Hills Transportation Corridor, to the extent legally possible.

XI.

MISCELLANEOUS

11.1 Amendments.

This Agreement may be amended with the approval of not less than three-fourths (3/4) of all Parties; provided, however, that no amendment may be made which would adversely affect the interests of the owners of bonds, letters of credit or other financial obligations of the Agency.

11.2 Notice.

Any notice or instrument required to be given or delivered by depositing the same in any United States Post Office, registered or certified, postage prepaid, addressed to the Parties, shall be deemed to have been received by the Party to whom the same is addressed at the expiration of seventy-two (72) hours after deposit of the same in the United States Post Office for transmission by registered or certified mail as aforesaid.

11.3 Effective Date.

This Agreement shall be effective at such time as this Agreement has been executed by any ten or more of the Parties enumerated in the introduction of this Agreement.

11.4 Arbitration.

Any controversy or claim between any two or more Parties, or between any such Party or Parties and the Agency, in respect to the Agency's operations, or to any claims, disputes, demands, differences, controversies, or misunderstandings arising under, out of, or in relation to this Agreement, shall be submitted to and determined by arbitration. To the extent not inconsistent herewith, the rules of the American Arbitration Association shall apply. The Party desiring to initiate arbitration shall give notice of its intention to arbitrate to every other Party and the Agency. Such notice shall designate as "respondents" such other Parties as the initiating Party intends to have bound by any award made therein. Any Party not so designated but which desires to join in the arbitration may, within ten (10) days of service upon it of such notice, file a response indicating its intention to join in and to be bound by the results of the arbitration, and further designating any other Parties it wishes to name as a respondent. Within twenty (20) days of the service of the initial demand for arbitration, the American Arbitration Association, hereinafter referred to as "AAA," shall submit simultaneously to the initiating and to all Parties named as respondents or filing a response therein, an identical list of names and persons chosen from the AAA National Panel of Arbitrators which persons shall be, to the extent possible, persons first in the field of transportation as well as public law. Each Party to the dispute shall have seven (7) days from the mailing date in which to cross off any names indicating the order of his or her preference, and return the list to the AAA. If a Party does not return the list within such time period, all persons named therein shall be deemed acceptable. From among the persons who have been approved on both lists, in accordance with the designated order of mutual preference, the AAA shall invite the acceptance of an arbitrator to serve. If the Parties fail to

agree upon one of the persons named, the acceptable arbitrator is unable to act, or if for any other reason the appointment cannot be made from the submitted list, the AAA shall have the power to make the appointment of the arbitrator from other members of the panel without the submission of any additional list.

The arbitrator shall proceed to arbitrate the matter in accordance with the provisions of Title 9 of Part 3 of the Code of Civil Procedure. If the Agency enters into a Joint Transportation Corridor Agency Agreement pursuant to which a Joint Transportation Corridor Agency is formed as authorized by Section 2.3 of this Agreement, then each Party agrees that the arbitration provisions in this Section 11.4 shall apply to any controversy or claim between any such Party or Parties and the Joint Transportation Corridor Agency arising under, out of, or in relation to this Agreement.

11.5 Partial Invalidity.

If any one or more of the terms, provisions, sections, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, sections, promises, covenants and conditions of this Agreement shall not be effected thereby and shall be valid and enforceable to the fullest extent permitted by law.

11.6 Successors.

This Agreement shall be binding upon and shall inure to the benefit of the successors of the Parties hereto.

11.7 Assignment.

The Parties shall not assign any rights or obligations under this Agreement without written consent of all other Parties.

11.8 Execution.

The Board of Supervisors of the County of Orange and the city councils of the cities enumerated herein have each authorized execution of this Agreement, as evidenced by the authorized signatures below, respectively.

11.9 Third Party Beneficiary.

In the event that the Agency enters into a Joint Transportation Corridor Agency Agreement pursuant to which a Joint Transportation Corridor Agency is formed as authorized by Section 2.3 of this Agreement, such Joint Transportation Corridor Agency shall be a third party beneficiary of the provisions of this Agreement creating obligations for the benefit of such Joint Transportation Corridor Agency.

IN WITNESS WHEREOF, this Second Amended and Restated Joint Exercise of Powers Agreement Creating the San Joaquin Hills Transportation Corridor Agency shall be effective as of the date that not less than three-fourths (3/4) of the Parties listed below have authorized execution hereof, as evidenced by the authorized signatures below, respectively.

COUNTY OF ORANGE

By: _____

Name: _____

Date: _____

SIGNED AND CERTIFIED THAT A
COPY OF THIS DOCUMENT HAS BEEN
DELIVERED TO THE CHAIRMAN OF
THE BOARD:

Name: _____

Clerk of the Board of Supervisors

Date: _____

APPROVED AS TO FORM:

County Counsel

By: _____
Deputy

Date: _____

ATTEST:

Clerk of the City of Aliso Viejo

By: Rebecca A. Lee

Dated: 03-05-03

APPROVED AS TO FORM:

By: [Signature]
City Counsel

CITY OF ALISO VIEJO

By: Carmen J. Velez-Cove
Mayor

ATTEST:

Clerk of the City of Costa Mesa

By: _____

Dated: _____

APPROVED AS TO FORM:

By: _____
City Counsel

CITY OF COSTA MESA

By: _____
Mayor

ATTEST:

Clerk of the City of Dana Point

By: _____

Dated: _____

APPROVED AS TO FORM:

By: _____
City Counsel

CITY OF DANA POINT

By: _____
Mayor

ATTEST:

Clerk of the City of Aliso Viejo

By: _____

Dated: _____

APPROVED AS TO FORM:

By: _____
City Counsel

CITY OF ALISO VIEJO

By: _____
Mayor

ATTEST:

Clerk of the City of Costa Mesa

By: Julio Folera

Dated: Dec. 5, 2002

APPROVED AS TO FORM:

By: Bruce Wood
City Counsel

CITY OF COSTA MESA

By: Naren Robinson
Mayor 12.05.02

ATTEST:

Clerk of the City of Dana Point

By: _____

Dated: _____

APPROVED AS TO FORM:

By: _____
City Counsel

CITY OF DANA POINT

By: _____
Mayor

ATTEST:

Clerk of the City of Aliso Viejo

By: _____

Dated: _____

APPROVED AS TO FORM:

By: _____
City Counsel

CITY OF ALISO VIEJO

By: _____
Mayor

ATTEST:

Clerk of the City of Costa Mesa

By: _____

Dated: _____

APPROVED AS TO FORM:

By: _____
City Counsel

CITY OF COSTA MESA

By: _____
Mayor

ATTEST:

Clerk of the City of Dana Point

By: Susan A. Ramos

Dated: 2/26/03

APPROVED AS TO FORM:

By: Todd O. Jelfen
City Counsel

CITY OF DANA POINT

By: [Signature]
Mayor

ATTEST:

Clerk of the City of Irvine

By: *Jeri Stately*
Dated: 1-7-2003

APPROVED AS TO FORM:

By: *[Signature]*
City Counsel

CITY OF IRVINE

By: *Larry Agran*
Mayor

ATTEST:

Clerk of the City of Laguna Hills

By: _____

Dated: _____

APPROVED AS TO FORM:

By: _____
City Counsel

CITY OF LAGUNA HILLS

By: _____
Mayor

ATTEST:

Clerk of the City of Laguna Niguel

By: _____

Dated: _____

APPROVED AS TO FORM:

By: _____
City Counsel

CITY OF LAGUNA NIGUEL

By: _____
Mayor

ATTEST:

Clerk of the City of Irvine

By: _____

Dated: _____

APPROVED AS TO FORM:

By: _____
City Counsel

CITY OF IRVINE

By: _____
Mayor

ATTEST:

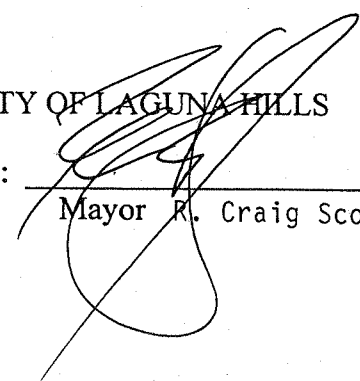
Clerk of the City of Laguna Hills

By: Mary A. Carlson
Mary A. Carlson, City Clerk
Dated: _____

APPROVED AS TO FORM:

By: Lois E. Jeffrey
City Counsel
Lois E. Jeffrey

CITY OF LAGUNA HILLS

By: 
Mayor R. Craig Scott

ATTEST:

Clerk of the City of Laguna Niguel

By: _____

Dated: _____

APPROVED AS TO FORM:

By: _____
City Counsel

CITY OF LAGUNA NIGUEL

By: _____
Mayor

ATTEST:

Clerk of the City of Irvine

By: _____

Dated: _____

APPROVED AS TO FORM:

By: _____
City Counsel

CITY OF IRVINE

By: _____
Mayor

ATTEST:

Clerk of the City of Laguna Hills

By: _____

Dated: _____

APPROVED AS TO FORM:

By: _____
City Counsel

CITY OF LAGUNA HILLS

By: _____
Mayor

ATTEST:

Clerk of the City of Laguna Niguel

By: *Daniela*

Dated: 11/26/2002

APPROVED AS TO FORM:

By: *[Signature]*
City Counsel

11/20/02

CITY OF LAGUNA NIGUEL

By: *Joseph W. Brown*
Mayor

ATTEST:

Clerk of the City of Laguna Woods

By: ASusan M. Condon

Dated: 1-17-03

APPROVED AS TO FORM:

By: Julie Dize
City Counsel

CITY OF LAGUNA WOODS

By: _____
Mayor

ATTEST:

Clerk of the City of Mission Viejo

By: _____

Dated: _____

APPROVED AS TO FORM:

By: _____
City Counsel

CITY OF MISSION VIEJO

By: _____
Mayor

ATTEST:

Clerk of the City of Newport Beach

By: _____

Dated: _____

APPROVED AS TO FORM:

By: _____
City Counsel

CITY OF NEWPORT BEACH

By: _____
Mayor

ATTEST:

Clerk of the City of Laguna Woods

By: _____

Dated: _____

APPROVED AS TO FORM:

By: _____
City Counsel

CITY OF LAGUNA WOODS

By: _____
Mayor

ATTEST:

Clerk of the City of Mission Viejo

By: Boyle

Dated: 1-22-03

APPROVED AS TO FORM:

By: Muthocosa
City Counsel

CITY OF MISSION VIEJO

By: John Paul Lederman
Mayor

ATTEST:

Clerk of the City of Newport Beach

By: _____

Dated: _____

APPROVED AS TO FORM:

By: _____
City Counsel

CITY OF NEWPORT BEACH

By: _____
Mayor

ATTEST:

Clerk of the City of Laguna Woods

By: _____

Dated: _____

APPROVED AS TO FORM:

By: _____
City Counsel

CITY OF LAGUNA WOODS

By: _____
Mayor

ATTEST:

Clerk of the City of Mission Viejo

By: _____

Dated: _____

APPROVED AS TO FORM:

By: _____
City Counsel

CITY OF MISSION VIEJO

By: _____
Mayor

ATTEST:

Clerk of the City of Newport Beach

By: Laborne M. Harkless

Dated: 11/26/02

APPROVED AS TO FORM:

By: [Signature]
City Counsel

CITY OF NEWPORT BEACH

By: Ted W. Redgeway
Mayor



ATTEST:

Clerk of the City of San Clemente

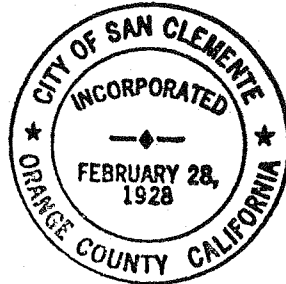
By: *Margaret Erway*
Dated: 2-11-03

APPROVED AS TO FORM:

By: *[Signature]*
City Counsel

CITY OF SAN CLEMENTE

By: *Stephanie M. De...*
Mayor



ATTEST:

Clerk of the City of Santa Ana

By: _____
Dated: _____

APPROVED AS TO FORM:

By: _____
City Counsel

CITY OF SANTA ANA

By: _____
Mayor

ATTEST:

Clerk of the City of San Juan Capistrano

By: _____
Dated: _____

APPROVED AS TO FORM:

By: _____
City Counsel

CITY OF SAN JUAN CAPISTRANO

By: _____
Mayor

ATTEST:

CITY OF SAN CLEMENTE

Clerk of the City of San Clemente

By: _____
Mayor

By: _____

Dated: _____

APPROVED AS TO FORM:

By: _____
City Counsel

ATTEST:

CITY OF SANTA ANA

Clerk of the City of Santa Ana

By: *Manuel Pulido*
Mayor

By: *Patricia Healy*

Dated: *2/10/03*

APPROVED AS TO FORM:

By: *[Signature]*
City Counsel Attorney

ATTEST:

CITY OF SAN JUAN CAPISTRANO

Clerk of the City of San Juan Capistrano

By: _____
Mayor

By: _____

Dated: _____

APPROVED AS TO FORM:

By: _____
City Counsel

ATTEST:

Clerk of the City of San Clemente

By: _____

Dated: _____

APPROVED AS TO FORM:

By: _____
City Counsel

CITY OF SAN CLEMENTE

By: _____
Mayor

ATTEST:

Clerk of the City of Santa Ana

By: _____

Dated: _____

APPROVED AS TO FORM:

By: _____
City Counsel

CITY OF SANTA ANA

By: _____
Mayor

ATTEST:

Clerk of the City of San Juan Capistrano

By: Amunt R. [Signature]

Dated: March 18, 2003

APPROVED AS TO FORM:

By: [Signature]
City Counsel

CITY OF SAN JUAN CAPISTRANO

By: [Signature]
Mayor

MAJOR THOROUGHFARE AND BRIDGE FEE PROGRAM
FOR
SAN JOAQUIN HILLS TRANSPORTATION CORRIDOR
AND
FOOTHILL/EASTERN TRANSPORTATION CORRIDORS

Prepared by
Environmental Management Agency
Transportation/Flood Control Program Office

July 1985

(Revised by Transportation Corridor Agencies
September, 1988, January, 1991 and June, 1997)

Exhibit "A"

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**MAJOR THOROUGHFARE AND BRIDGE FEE PROGRAM
FOR
SAN JOAQUIN HILLS TRANSPORTATION CORRIDOR
AND
FOOTHILL/EASTERN TRANSPORTATION CORRIDORS**

Executive Summary

It can no longer be expected that facilities such as the San Joaquin Hills Transportation Corridor (SJHTC) and Foothill/Eastern Transportation Corridors (F/ETC) can be fully funded from the traditional revenue sources used to construct southern California existing freeway network. Supplemental funding sources must therefore be developed if these important components of Orange County's transportation system are to be developed to provide relief to existing congested facilities and support orderly development within cities and unincorporated areas. Development fees represent a potential supplemental funding source.

The development fee program is based upon Government Code Sections 50029, 66484.3 and California Constitution Article II, Section 7. The concept is furthermore based on the general principle that future development within prescribed benefit areas will benefit from the construction of the transportation facilities and should pay for them in proportion to projected corridor traffic demand attributable to the development. Future development within the benefit areas is expected to account for approximately 48% of the cost of the SJHTC and F/ETC. The remaining cost of the corridors, representing benefits derived by existing development within the benefit areas and corridor users outside the benefit areas, is proposed to be funded through traditional transportation funding sources such as existing federal and state programs, and additional, non-traditional sources, such as toll resources. No assessment of existing developed property is proposed.

Corridor usage projections for several hundred traffic analysis zones within the County were developed as a tool to assist in defining the proposed benefit areas. Traffic analysis zones with 4% or more of their total trip making utilizing the corridor formed a fairly dense pattern. Identifiable physical features closely approximating the pattern were used to describe the boundaries of the benefit areas. Two fee zones within each Area of Benefit were established based upon direct use of the corridors. Traffic analysis zones with 8% or more of their total trip making utilizing the corridor were defined in the higher fee zone (A). The remainder of the zones were defined in the lower fee zone (B).

Assessment of fees on a traffic related basis was determined to be equitable. Trip ends were selected as the least common denominator and fees were established by dividing the proportion of corridor cost attributable to each fee zone by the total number of projected daily trip ends within each fee zone. Adjustments were made to trip ends between neighborhood commercial and residential land uses to reflect the relative benefit of neighborhood commercial development

to residences. Land uses were combined into three general land use categories (2 residential and 1 non-residential) for the purposes of applying fees to development projects.

Presently, as of June 12, 1997, fees for each of the fee zones within the Areas of Benefit are:

<u>SJHTC*</u>	<u>Single Family Residential</u>	<u>Multi-Unit Residential</u>	<u>Non-Residential</u>
Zone A	\$3,133/unit	\$1,824/unit	\$4.20/sf.
Zone B	\$2,426/unit	\$1,416/unit	\$3.11/sf.
<u>F/ETC**</u>			
Zone A	\$3,673/unit	\$2,144/unit	\$5.10/sf.
Zone B	\$2,612/unit	\$1,520/unit	\$2.96/sf.

* The foregoing SJHTC fee rates shall be increased on July 1, 1998, and annually thereafter, by 2.667% without further action by the Board.

** The foregoing F/ETC fee rates shall be increased on July 1, 1998, and annually thereafter, by 2.206% without further action by the Board.

Developers who are required to construct portions of the transportation corridors will receive credit for that work toward the payment of their fees by the Transportation Corridor Agency pursuant to approved plans, specifications and phasing of the Agency, or by agreements with Parties executed prior to the effective date of the First Amended and Restated Joint Exercise of Powers Agreement creating the SJHTCA or the F/ETCA, as appropriate. The amount of credit neither will be adjusted with subsequent revisions to the fee program nor will additional fees based upon such subsequent revisions be required once such credit is memorialized by agreement. This credit may be transferred in accordance with the provisions of Section XI to subsequent owners of the property from which the credits were generated.

Payment of fees for residential multi-unit rental projects may be deferred for a period of five years from issuance of a building permit. The developer must enter into an agreement to pay the fee in effect at the time payment is due and provide a security in the amount of the fee plus 15%.

Properties which are exempt from payment of property taxes will generally be exempt from payment of corridor fees. Governmental owned and constructed facilities and utilities will be exempt unless the facility is used for commercial or revenue generating purposes.

Portions of seventeen cities are included within the benefit areas for the SJHTC and F/ETC in addition to portions of the unincorporated County of Orange. The County may adopt a fee

program only within the unincorporated areas. Participation by cities, therefore, is an important ingredient to a successful program that does not create inequities to property owners within differing jurisdictions. City and County cooperation is not only required in the adoption of a program and collection of fees, but should extend to decisions regarding expenditure of the funds. Joint Powers Agencies consisting of City and County members have been created to plan, design, finance, and construct the Corridors, and to determine the order of phasing of construction of corridor segments when developers are required to construct corridor improvements in lieu of payment of fees. All fees collected under this program will be deposited in accounts specifically for the transportation corridors to accomplish this purpose.

**MAJOR THOROUGHFARE AND BRIDGE FEE PROGRAM
FOR
SAN JOAQUIN HILLS AND FOOTHILL/EASTERN
TRANSPORTATION CORRIDORS**

I. BACKGROUND

Government Code Sections 50029 and 66484.3 permit the establishment of local ordinances to require payment of fees as a condition of approval of a final map or as a condition of issuing a building permit for purposes of defraying the actual or estimated cost of constructing bridges over waterways, railways, freeways and canyons, or constructing major thoroughfares in Orange County.

Pursuant to the above provisions of the Government Code, the Board of Supervisors adopted Section 7-9-316 of the Orange County Codified Ordinances providing for the establishment of major thoroughfare and bridge construction fees to be paid by subdividers and building permit applicants in the County of Orange.

On April 21, 1982, the Board of Supervisors, by Resolution 82-598, directed the Environmental Management Agency (EMA) to begin analyzing potential Areas of Benefit, and to proceed with the establishment of a fee program. The Board, furthermore, determined that developers of subdivisions which contain portions of any transportation corridor, would dedicate right-of-way, grade and construct necessary portions of the corridor and participate in any established corridor fee program.

On February 15, 1983, the Board of Supervisors, by Resolution 83-239, identified interim Areas of Impact for the San Joaquin Hills and Foothill/Eastern Transportation Corridors and directed EMA to require subdividers to enter into contracts to participate in corridor implementation pending establishment of a fee program.

On January 30, 1984, the Orange County Planning Commission adopted Resolution No. 45-83 recommending that the Board of Supervisors adopt Major Thoroughfare and Bridge Fee Programs for the San Joaquin Hills Transportation Corridor and the Foothill/Eastern Transportation Corridor.

On October 3, 1984, the Board of Supervisors, by Resolution No. 84-1462, adopted Areas of Benefit and Major Thoroughfare and Bridge fees within unincorporated Orange County for the San Joaquin Hills and Foothill/Eastern Transportation Corridors. Subsequent cooperative analyses of the fee program by Orange County, Orange County Transportation Commission, the Building Industry Association of Southern California, Orange County Region, and cities within these Areas of Benefit

have led to the Fee Program defined within this report, and the formation of the San Joaquin Hills Transportation Corridor Agency and the Foothill/Eastern Transportation Corridor Agency to implement such Fee Program and plan, design, finance and construct such corridors.

The County and various cities within the Area of Benefit of the San Joaquin Hills and Foothill/Eastern Transportation Corridors formed two Joint Powers Agencies known as the San Joaquin Hills Transportation Corridor Agency and the Foothill/Eastern Transportation Corridor Agency. Necessary ordinances and resolutions to effect the Fee Program have been adopted by all parties of the Agency, and such program is now being fully implemented.

II. DESCRIPTION OF CORRIDOR

A TRANSPORTATION CORRIDOR is a high-speed, high volume, access-controlled multimodal facility with a median of sufficient width to be utilized for transit considerations such as fixed rail or high-occupancy vehicles, and facilities necessary for collection of tolls. The corridors will provide for high speed movement of vehicular traffic where projected volumes exceed major arterial highway capacities. These routes will function similar to freeways and expressways and should eventually be incorporated into the State Highway System. They are, therefore, designed to meet minimum State and Federal standards.

In addition to the need for major transportation corridors generated by existing development, the relatively rapid growth and planned future development in Orange County also contributes directly to such need. Three such corridors (Foothill, Eastern and San Joaquin Hills) are included on the Master Plan of Arterial Highways (MPAH), and are a component of the Transportation Element of the Orange County General Plan and the Transportation Elements of the General Plans of all city Parties within which such corridors have been planned to be located.

Transportation corridors are depicted on the MPAH map as either conceptually proposed or established alignments. These facilities are part of a planned traffic circulation system necessary to support development of the County in accordance with existing General Plan Land Use Elements of the County and City Parties. These facilities will also relieve recurrent congestion on major arterials and freeways in Orange County.

The SAN JOAQUIN HILLS TRANSPORTATION CORRIDOR is planned as a high-speed, high capacity, access-controlled transportation facility to serve local and regional traffic and transit needs. Its alignment was established in 1979 as part of the MPAH and Transportation Element of the Orange County General Plan. That alignment includes the Corona Del Mar Freeway (Route 73) in the Cities of Costa Mesa, Newport Beach and Irvine and extends southeasterly approximately 15 miles to

join the San Diego Freeway (I-5) between Avery Parkway and Junipero Serra Road near the City of San Juan Capistrano (see Exhibit I). It will be designed to comport with scenic highway standards and provide approximately six to ten general purpose travel lanes, with a median of sufficient width to accommodate future high-occupancy vehicle (HOV) lanes and special transit facilities, if required in the future. The central segment of the corridor will carry the greatest amount of traffic because there are a limited number of alternative parallel highway facilities. Traffic volumes on the south end of the corridor are lowest along the route as a result of countywide traffic orientation, which is generally to the north. Access to the corridor will be limited to approximately 12 grade-separate interchanges with arterial highways as well as provisions for future additional interchanges with arterial highways plus provisions for future additional exclusive interchange ramps for HOV lanes. Additional bridges may be required as the corridors cross substantial canyons and water courses.

The EASTERN TRANSPORTATION CORRIDOR is currently shown as a set of alternative preferred alignments and included in the Transportation Element of the Orange County General Plan. The preferred alternatives will be studied further as the environmental review process continues. The FOOTHILL TRANSPORTATION CORRIDOR is an established alignment between the Eastern Corridor and a point northerly of Ortega Highway and a conceptual alignment between that point and the San Diego Freeway (I-5). As depicted on Exhibit I, the Eastern Transportation Corridor will intersect the Riverside Freeway (Route 91) between Weir Canyon Road and Gypsum Canyon Road extending southeasterly approximately 13 miles to a point southerly of the Santa Ana Freeway (I-5) in the Cities of Tustin and Irvine. The Foothill Transportation Corridor will originate at the Eastern Corridor between Santiago Canyon Road and Irvine Boulevard and extend southeasterly approximately 32 miles to the San Diego Freeway (I-5) below San Clemente in San Diego County. It is anticipated the Eastern Corridor will be a landscaped, grade separated scenic corridor which includes approximately six general purpose travel lanes and the Foothill Corridor, a landscaped corridor which includes four to six general purpose travel lanes with medians or other areas wide enough to accommodate HOV/Special Transit requirements if necessary. Access to the corridor will be limited to grade-separated interchanges with arterial highways plus provisions for future exclusive interchange ramps for HOV lanes.

III. CORRIDOR PLANNING

The level of facility planned in this report will support currently adopted land use plans of the County and Cities surrounding the corridors. In the event the Cities and County subsequently amend their existing General Plan Land Uses Elements, particularly in areas serving the Foothill and Eastern Corridors, those facilities may require adjustments in lanes to accommodate that growth. It is intended that the fee adopted under this program will be reevaluated if an additional level facility is needed

to serve increased intensities planned in adopted land use Elements of their General Plan. In the event that such intensities are decreased, and reduction in the level of facility then is still feasible in view of rights of way then acquired, planning, design, engineering and construction then completed and financing commitments made, such fee also will be re-evaluated. The majority of the length of corridor alignments fall within relatively undeveloped areas of the County. Exceptions to this are either end of the San Joaquin Hills Transportation Corridor and the central segments of the Foothill/Eastern Transportation Corridors. Each corridor traverses areas of hilly terrain. A majority of the areas traversed by the corridors is zoned Planned Community with tentative tracts in various stages of approval.

An alignment was selected by the Board of Supervisors for the San Joaquin Hills Transportation Corridor on November 28, 1979 and the northwesterly segment of the Foothill Corridor on May 25, 1983. More detailed engineering work is currently underway on the San Joaquin Hills Transportation Corridor to refine the selected alignment and determine right-of-way requirements. Similar detailed engineering is also in progress for the northwesterly segment of the Foothill Transportation Corridor. Alignment selection studies also are underway on the Eastern Corridor and the southerly end of the Foothill Corridor between about Oso Parkway and I-5.

It is proposed that all corridors will eventually be added to the State Highway System. State legislation (AB 86) has been signed into law which re-describes State Route 73 (Corona Del Mar Freeway) to include the San Joaquin Hills Transportation Corridor. Legislation (SB 2048 and SB 2049), Chapters 1363 and 1364, respectively, of the Statutes of 1988 also have been enacted which designates the Eastern and Foothill Transportation Corridors as State Routes 231 and 241, respectively.

IV. ESTIMATED COSTS

The construction costs include estimates for all corridor grading and general travel lane improvements including bridges, structural section, interchanges, partial landscaping, and arterial highway realignments dictated by the corridor alignments. The cost of grading general High-Occupancy Vehicle (HOV) lanes is included but not the cost of HOV structural section, bridges, median barriers or special access ramps. It is intended that implementation of any transit guideway or HOV facilities, if needed, would be provided from other funding sources.

Other costs included for both Corridors include engineering design, administration, construction inspection, right-of-way acquisition and some financing costs.

It is proposed that developers will dedicate the majority of right-of-way for the transportation corridors. The cost estimate includes a cost for the portion of the right-of-way which would exceed a standard major arterial highway constructed along the corridor alignment excluding slope easements. The portion of right-of-way

equivalent to a major arterial highway is excluded from the estimate to maintain a policy consistent with other arterial highway dedications. The cost of slope easements is excluded because of the wide variations between the natural terrain conditions and final development of adjacent lands, the inability to estimate the easement areas with certainty, and for consistency with existing arterial development policy. Right-of-way required to realign any intersecting arterial highway was also excluded from the cost estimate on the assumption that it will be dedicated in accordance with established development policy. The right-of-way to be included as part of the corridor cost was assumed to have a value of \$50,000/acre, to be adjusted by the Agency in accordance with the California Construction Cost Index, or other comparable index selected by the Board.

A. SAN JOAQUIN HILLS TRANSPORTATION CORRIDOR (SJHTC)

The originally estimated cost of constructing the SJHTC to the standard of improvement as described in the previous section was based on the following estimates prepared for the County during the Phase II SJHTC study work, to be adjusted by the Agency in accordance with the California Construction Cost Index, or other comparable index selected by the Board.

TABLE IV-1
SAN JOAQUIN HILLS TRANSPORTATION CORRIDOR COST

Construction:	\$259,736,000
Engineering & Admin.:	38,960,000
Contingencies:	25,974,000
Right Of Way (in excess of Major Arterial Hwy):	<u>16,990,000</u>
Total (for purposes of Fee Program):	\$341,660,000

As of December 1990, the remaining cost of constructing the SJHTC, exclusive of costs incurred to August 31, 1990, as estimated by Public Resources Advisory Group ("PRAG") and as set forth in the "Transportation Corridor Agencies Draft Final Report, Update of the Major Thoroughfare and Bridge Fee Program for the San Joaquin Hills, Foothill and Eastern Transportation Corridors, December 5, 1990" (the "Deloitte Report") was \$746,920,000.

The Statement of Facts in Support of Findings of the Board of Directors of the San Joaquin Hills Transportation Corridor Agency Regarding "Resolution of the San Joaquin Hills Transportation Corridor Agency Approving an Annual Adjustment in the Area of Benefit Fees and Making Certain Findings Related to Annual Adjustment of the Area of Benefit Fees (S97-05)" (the "1997 SJHTCA

Findings”) provides updated estimated cost information for constructing the SJHTC, as of June, 1997.

B. Foothill/Eastern Transportation Corridors (F/ETC)

The cost for constructing the Foothill/Eastern Transportation Corridors was originally estimated from information obtained from the Weir Canyon Park Road Study dated October, 1982, the Foothill Transportation Corridor Route Location Study dated December, 1982, and projection of costs from the San Joaquin Hills Transportation Corridor. Unit prices used in the cost estimates are considered to adequately estimate the cost in 1984 dollars. The original estimated costs, to be adjusted by the Agency in accordance with the California Construction Cost Index, are as follows:

TABLE IV-2
FOOTHILL/EASTERN TRANSPORTATION CORRIDORS COST

	<u>Foothill</u>	<u>Eastern</u>	<u>Total</u>
Construction:	\$233,557,000	\$143,526,000	\$377,083,000
Eng. & Admin.:	35,033,000	21,528,500	56,561,500
Contingencies:	35,033,000	21,528,500	56,561,500
Right Of Way (in excess of Major Art. Hwy.):	14,151,000	11,790,000	25,941,000
Total (for purposes of Fee Program):	<u>\$317,774,000</u>	<u>\$198,373,000</u>	<u>\$516,147,000</u>

As of December 1990, as set forth in the Deloitte Report, PRAG estimated the remaining cost of constructing the F/ETC, exclusive of costs incurred to August 31, 1990, to be \$1,699,240.

The Statement of Facts in Support of Findings of the Board of Directors of the Foothill/Eastern Transportation Corridor Agency Regarding “Resolution of the Foothill/Eastern Transportation Corridor Agency Approving an Annual Adjustment in the Area of Benefit Fees and Making Certain Findings Relating to Annual Adjustment of the Area of Benefit Fees (F97-05)” (the “1997 F/ETCA Findings”) provides updated estimated cost information for construction the F/ETC, as of June, 1997.

V. OVERALL FINANCING

The Board of Supervisors has established a transportation corridor development policy (Exhibit II), also implemented by the Agency and all of its Parties, which defines the corridor implementation obligations of land development projects, and as noted in Section I of this report has indicated its general intent to require all new development to bear a portion of the costs of the corridors by payment of development fees (Major Thoroughfare Fee). Funds from other more traditional sources (e.g., existing state and federal taxes on motor vehicle fuel) and from other non-traditional sources (e.g., toll revenues) will be sought for the portion of the cost not funded by development fees.

State Route 73 (Corona Del Mar Freeway) has been legislatively redescribed to correspond with the route of San Joaquin Hills Transportation Corridor. Similar legislation has been approved by the Legislature (SB 2048 and SB 2049) and is pending signature by the Governor to place the Foothill/Eastern Corridors in the State Highway System.

The San Joaquin Hills Transportation Corridor also has been designated as the “first phase” of a federal pilot project authorized by HR2, Surface Transportation Act of 1986, thereby making it eligible for a maximum of 35% federal funding, if approved by the California Transportation Commission in its State Transportation Improvement Program (STIP).

This Major Thoroughfare & Bridge Fee Program focuses only on the portion of the corridor implementation costs which may be attributable to new growth and for which development fees are proposed.

The statutes identified in Section I of this report which authorize the collection of development fees specify that an Area of Benefit (AOB) shall be established which encompasses real property, which will benefit from construction of the major thoroughfares and bridges. The method of determining the AOB and the share of total corridor costs proposed to be paid by new development in the form of fees is explained in Sections VI and VIII of this report.

The originally estimated corridor costs, subject to adjustment as previously stated, and the portions allocated to new development through the Major Thoroughfare and Bridge (MT&B) fee program are:

	<u>Total Cost</u>	<u>New Development</u> Approximate Share of Cost	<u>%</u>
San Joaquin Hills:	\$341,660,000	\$165,500,104	48.4%

Foothill/Eastern: \$516,147,000 \$250,228,066 48.5%

As of December 1990, estimated corridor costs, subject to adjustment as previously stated, and the portion allocated to new development through the MT&B fee program were:

	<u>Total Cost</u>	<u>New Development Approximate Share of Cost</u>	<u>%</u>	<u>Fees Collected to 8/31/90</u>	<u>Fees to be Collected</u>
San Joaquin Hills:	\$ 746,920,000	\$ 361,810	48.44	\$39,510,000	\$322,300,000
Foothill/Eastern:	\$1,699,240,000	\$828,790,000	48.48	\$74,160,000	\$749,630,000

The 1997 SJHTCA Findings and the 1997 F/ETCA Findings set forth additional facts related to the estimated corridor costs and the portion allocated to new development through the MT&B fee program, updated as of June, 1997.

In accordance with current Agency policy, new developments within the path of the transportation corridors will be conditioned to dedicate right-of-way and grade the corridor within the boundaries of the development, construct arterial overcrossings for internal arterial highways and construct corridor travel lanes and interchange ramps required immediately for access to the development or for closure of short gaps in the transportation system. The estimated cost of these improvements including the estimated value of R/W dedication in excess of that required for a standard major arterial highway (excluding slope easements) will be considered as a credit against the required MT&B fees to the extent that these costs are included in the fee program.

VI. AREA OF BENEFIT

In order to establish a MT&B fee program, an Area of Benefit (AOB) must be identified within which fees may be required upon issuance of building permits or recordation of final maps to defray the cost of the major thoroughfares and bridges.

Construction of the transportation corridors will provide key facilities to ensure that the County's transportation system is in balance with both existing and future land uses. The benefits, therefore, accrue not only to those properties which generate a high demand for use of the corridor but those which will benefit from less congestion and delay on the arterial highway and freeway system serving the property.

Implementation of a balanced transportation system, including the corridors, will, furthermore, benefit undeveloped properties by allowing approval of land use to the level in County and City General Plans.

It is clear that both existing developed properties and undeveloped properties will benefit from construction of the transportation corridors. Development fees are

proposed to finance a portion of the corridors proportional to the traffic demands, measured in trip ends, created by new growth. The portion of cost based upon existing trip ends represents the benefit to developed properties. Revenue for the cost allocated to existing development will be provided from public funding sources identified in Section V, "Overall Financing," of this report and, therefore, will not be assessed to individual properties.

The methodology used to determine the AOB consisted of determining the influence the corridor had on trips made within the County. The analysis was conducted with a system of computer programs known as UTPS^{1/} (Urban Transportation Planning Systems). The computer programs were tailored for specific Orange County application and are commonly known as the SOCCS^{2/} travel demand model.

The model subdivides Orange County and portions of adjacent Los Angeles County into more than 500 traffic analysis zones (TAZ). The model estimates the number of person trips each TAZ generates based on socioeconomic variables such as population, employment, income and number of housing units. These trips are then distributed from each zone to all other zones by a well-established procedure. The model then determines how many of these person trips will travel by auto, and finally assigns these auto trips onto a highway network. The socioeconomic data used in the AOB analysis is from the San Joaquin Hills Transportation Corridor Study and the Foothill Transportation Corridor Study.

Using the trip-making data described above, a select link analysis (program UROAD^{3/}) was performed to determine the number of corridor related trip ends which originate in, or are destined for, each traffic analysis zone (TAZ). These corridor TAZ trip ends were used in conjunction with the total TAZ trip ends (arterial highways plus corridor) to compute the percentage of trip ends by TAZ which use the corridor. The resulting percentages were posted on TAZ maps in 2% increments (Exhibits III and IV).

The influence area for each of the corridors is quite pronounced at the 4% and greater trip use level as shown on the exhibits. The pattern of corridor usage becomes erratic below the 4% level.

The determination of the AOB for each of the transportation corridors was based primarily on the above corridor influence areas. However, the following additional

1/ UTPS is a battery of sophisticated computer programs developed and sponsored by the Federal Urban Mass Transportation Agency (UMTA) for forecasting travel demand.

2/ South Orange County Circulation Study (SOCCS) travel demand forecasting model developed by EMA/Transportation Planning Division.

3/ UROAD is one of the computer programs in UTPS. It is a comprehensive flexible highway assignment and analysis program.

criteria were used to supplement the percent of corridor use data to analyze relative benefits:

1. Corridor trip ends exceed 1.75 trip ends per gross acre of the TAZ.
2. Total corridor trip ends per TAZ exceed 2,000.
3. Trip end growth within each TAZ exceeds 45%.
4. Perceived direct and indirect benefits to the transportation system.

Identifiable physical and planned features closely approximating the pattern of corridor usage were used to describe the boundaries of the benefit areas.

Within each Area of Benefit, some lands were judged to receive more benefit than others from the construction of the corridors. Developments which create relatively high demands for use of the corridors were placed in a different fee zone within the Area of Benefit than other developments with less direct use. The boundaries between the fee zones were determined utilizing the TAZ data on Exhibits III and IV. Traffic analysis zones where the percentage of corridor trip ends equals or exceeds 8% were defined as Zone A. Traffic analysis zones with less than 8% use were defined as Zone B. Zone A and B are depicted on Exhibit I.

VII. DESCRIPTION OF AREA OF BENEFIT (AOB)

The AOB's for the San Joaquin Hills and the combined Foothill/Eastern Corridors include both incorporated and unincorporated territory and generally encompass the southeasterly half of Orange County as illustrated on Exhibit I.

A. SAN JOAQUIN HILLS TRANSPORTATION CORRIDOR

A more detailed map of the San Joaquin Hills Transportation Corridor AOB is shown on Exhibit V. This AOB contains approximately 122 square miles. All or portions of the following cities are within this AOB:

TABLE VII-1
SAN JOAQUIN HILLS AOB BY LOCAL JURISDICTION

<u>City</u>	<u>Area Included in AOB</u>
Costa Mesa	3.2 sq. miles
Dana Point	*
Irvine	22.2
Laguna Beach	5.6
Laguna Hills	*
Laguna Niguel	*
Mission Viejo	*

Newport Beach	8.3
San Clemente	3.8
San Juan Capistrano	8.2
Santa Ana	<u>2.8</u>
City Subtotal	54.1
Unincorporated Territory	<u>68.3</u> **

Total 122.4 sq. miles

- * Included in the "Unincorporated Territory" area.
- ** Including the area within the new incorporated Cities of Mission Viejo, Dana Point, Laguna Hills and Laguna Niguel

The AOB is bounded by the Pacific Ocean: beginning at the easterly boundary of the City of Newport Beach of the Pacific Ocean; thence along said external boundary defined by annexation nos. 843, 64, 897, 84 and 585 to its intersection with an extension of Fifth Avenue; thence northwesterly along said extension to Fifth Avenue; thence northwesterly along the centerline of said Fifth Avenue to Coast Highway; thence northwesterly along the centerline of said Coast Highway to the crossing of the Upper Newport Bay; thence along a line northerly through said Upper Newport Bay to the point where the Santa Ana-Delhi Channel (Facility F01) enters said Upper Newport Bay; thence along the centerline of Santa Ana-Delhi Channel from Upper Newport Bay to University Drive; thence westerly along the centerline of said University Drive to Santa Ana Avenue; thence northerly along the centerline of said Santa Ana Avenue to Corona Del Mar Freeway (State Route 73); thence northwesterly along the centerline of said Corona Del Mar Freeway to the San Diego Freeway (Interstate Route 405); thence westerly along the centerline of said San Diego Freeway to Harbor Blvd.; thence northerly along the centerline of said Harbor Blvd. to MacArthur Blvd.; thence easterly along the centerline of said MacArthur Blvd. to Main Street; thence northerly along the centerline of said Main Street to Dyer Road; thence easterly along the centerline of said Dyer Road to Grand Avenue; thence northerly along the centerline of said Grand Avenue to Edinger Avenue; thence easterly along the centerline of said Edinger Avenue to the Newport-Costa Mesa Freeway (State Route 55); thence southeasterly along the centerline of said Newport-Costa Mesa Freeway to Warner Avenue; thence southeasterly along the centerline of said Warner Avenue to Red Hill Avenue; thence southwesterly along the centerline of said Red Hill Avenue to Alton Avenue; thence northwesterly along the centerline of said Alton Avenue to Newport-Costa Mesa Freeway; thence southwesterly along the centerline of said Newport-Costa Mesa Freeway to the San Diego Freeway (Interstate 405); thence southeasterly along the centerline of said Interstate 405 to Interstate 5; thence southerly along the centerline of said

Interstate 5 to its intersection with the prolongation of the southerly boundary of Rancho Mission Viejo (approximately at Via Escolar); thence southeasterly along the Rancho Mission Viejo boundary line as described by Record of Survey 9/15-18 to the easterly corner of Tract No. 6381; thence westerly along the southerly line of said Tract No. 6381 to the easterly boundary at Parcel Map No. 80-851; thence southerly along said easterly boundary of Parcel Map No. 80-851 to Rancho Viejo Road; thence southerly along the centerline of said Ranch Viejo Road to Ortega Highway; thence easterly along the centerline of said Ortega Highway to La Novia Avenue; thence southerly along the centerline of said La Novia Avenue and its proposed extension to Tentative Tract No. 11648; thence southerly along the easterly boundary of said Tentative Tract No. 11648 to the boundary of Tentative Tract No. 11832; thence southerly along the easterly boundary of said Tentative Tract No. 11832 to the northerly boundary of Tract No. 8087; thence easterly and southerly along the boundary of said Tract No. 8087 to the boundary of Tract No. 9784; thence easterly along the northerly boundary of said Tract No. 9784 and the prolongation of said boundary to the boundary of the City of San Juan Capistrano; thence southeasterly along said city external boundary defined by Incorporation boundaries of April 19, 1961 and annexation nos. 105 and 24 and deannexation per City resolution 62-11-12-2 to Interstate 5; thence southerly along the centerline of said Interstate 5 to its intersection with the Orange/San Diego County line; and thence southerly along said County line to the Pacific Ocean.

Zone A

Zone A is bounded on the south by the Pacific Ocean and is described as follows: Beginning at the intersection of the total Area of Benefit westerly boundary with the Pacific Ocean; thence along said total Area of Benefit boundary to Marguerite Avenue; thence northerly along the centerline of said Marguerite Avenue to San Joaquin Hills Road; thence easterly along the centerline of said San Joaquin Hills Road to Spyglass Hill Road; thence northerly along the centerline of said Spyglass Hill Road to San Miguel Drive; thence northerly along the centerline of said San Miguel Drive to Ford Road; thence northeasterly along the centerline of said Ford Road and its proposed northeasterly extension as shown on the Orange County Master Plan of Arterial Highways dated August 8, 1984, to Bonita Canyon Road; thence easterly along the centerline of said Bonita Canyon Road to the proposed southerly extension of Sand Canyon Avenue as shown of said Master Plan of Arterial Highways; thence easterly along the centerline of the proposed extension of Sand Canyon Avenue to the westerly extension of Bake Parkway as shown on said Master Plan of Arterial Highways; thence easterly along the centerline of the proposed extension of said Bake Parkway to Laguna Canyon Road; thence southerly along the centerline of said Laguna Canyon Road to the proposed westerly extension of Santa Maria Avenue as shown on said

Master Plan of Arterial Highways; thence easterly along the centerline of the proposed extension of Santa Maria Avenue and Santa Maria Avenue to Moulton Parkway; thence southerly along the centerline of said Moulton Parkway; thence southerly along the centerline of said Moulton Parkway to El Toro Road, thence northeasterly along the centerline of said El Toro Road to Paseo de Valencia; thence southeasterly along the centerline of said El Toro Road to Paseo de Valencia; thence southeasterly along the center line of said Paseo de Valencia and its easterly prolongation to intersect Interstate 5 which is also the easterly boundary of the total Area of Benefit; thence southerly along said easterly boundary of the total Area of Benefit boundary to where it again intersects Interstate 5 in the vicinity of Camino Las Ramblas; thence northerly along the centerline of said Interstate 5 to San Juan Creek Road; thence westerly along the centerline of said San Juan Creek Road to Camino Capistrano; thence northerly along the centerline of said Camino Capistrano to Del Obispo Street; thence westerly along the centerline of said Del Obispo Street to Alipaz Street; thence southerly along the centerline of said Alipaz Street to Camino Del Avion; thence westerly along the centerline of said Camino Del Avion and its proposed westerly prolongation as shown on said Master Plan of Arterial Highways, to Crown Valley Parkway; thence southerly along the centerline line of said Crown Valley Parkway to Monarch Bay Drive; thence southwesterly along Monarch Bay Drive and its southwesterly prolongation to the Pacific Ocean.

Zone B

Zone B is described by the total San Joaquin Hills Area of Benefit excluding Zone A as described above.

B. FOOTHILL/EASTERN TRANSPORTATION CORRIDORS

A single Area of Benefit was selected for the combined Foothill and Eastern Transportation Corridors because of corridor usage patterns. A more detailed map of the Foothill/Eastern Corridors AOB is shown on Exhibit VI. This AOB contains approximately 291 square miles. All or portions of the following cities are included in the AOB:

TABLE VII-2
FOOTHILL/EASTERN AOB BY LOCAL JURISDICTION

<u>City</u>	<u>Area Included in AOB</u>
Anaheim	14.1 sq. miles
Irvine	18.9
Lake Forest	*
Mission Viejo	*

Orange	10.6
San Clemente	13.5
San Juan Capistrano	5.0
Santa Ana	2.8
Tustin	11.1
Villa Park	2.1
Yorba Linda	<u>17.7</u>
City Subtotal	95.8
Unincorporated Territory	<u>194.7</u> **

Total 290.5 sq. miles

* Included within the "Unincorporated Territory" area.

** Including the area within the newly incorporated Cities of Mission Viejo and Lake Forest.

The AOB is bounded generally by the northerly boundary of the San Joaquin Hills Transportation Corridor AOB from the San Diego County Line to the intersection of the San Diego Freeway (State Route 405) and the Newport-Costa Mesa Freeway (State Route 55); thence northeasterly along the centerline of State Route 55 to Alton Avenue; thence southeasterly along the centerline of said Alton Avenue to Red Hill Avenue; thence northeasterly along the centerline of said Red Hill Avenue to Warner Avenue; thence northeasterly along the centerline of said Warner Avenue to State Route 55; thence northeasterly along the centerline of said State Route 55 to Edinger Avenue; thence westerly along the centerline of said Edinger Avenue to Grand Avenue; thence northerly along the centerline of said Grand Avenue to Seventeenth Street; thence easterly along the centerline of said Seventeenth Street to State Route 55; thence northerly along the centerline of said State Route 55 to the Riverside Freeway (State Route 91); thence northwesterly along the centerline of said State Route 91 to Tustin Avenue; thence northerly along the centerline of said Tustin Avenue to Jefferson Street; thence northerly along said Jefferson Street to the southerly city limits of Placentia; thence along the external boundary of said city limits defined by annexations nos. 69-1, 76-1, 71-01, 65-4, 63-3, 6401, 65-7, 63-4, 63-2, 64-4, and 72-2 to its intersection with Imperial Highway; Placentia to Imperial Highway; thence southwestly along the centerline of said Imperial Highway to Valley View Avenue; thence northerly along the centerline of said Valley View Avenue and its prolongation to the southerly boundary of Chino Hills State Park; thence easterly along the southerly boundary of Chino Hills State Park to its intersection with the Orange/San Bernardino County line; thence southeasterly along the Orange County line to the boundary of the San Joaquin Hills Transportation Corridor Area of Benefit.

ZONE A

Zone A begins at the Orange/San Bernardino County line where said County Line intersects the centerline of the proposed extension of La Palma Avenue as shown on the Orange County Master Plan of Arterial Highways dated August 8, 1984; thence westerly along the centerline of said proposed La Palma Avenue to the proposed extension of Gypsum Canyon Road as shown in said Master Plan of Arterial Highways; thence southerly along the centerline of said proposed Gypsum Canyon Road to the Riverside Freeway (State Route 91); thence westerly along the centerline of said State route 91 to the northwesterly prolongation of the easterly boundary of the Wallace Ranch as shown in Orange County Record of Survey 2-5; thence southeasterly along said prolongation of the easterly boundary of the Wallace Ranch and continuing southeasterly along said easterly boundary to the northeasterly corner of the Oak Hills Ranch as shown in said Record of Survey 2-5; thence southeasterly along the easterly boundary of said Oak Hills Ranch as shown in said Record of Survey 2-5 and continuing southwestly along the southerly boundary of said Oak Hills Ranch as shown in said Record of Survey 2-5 to the proposed southerly extension of Weir Canyon Road as shown on said Master Plan of Arterial Highways; thence southerly along said Weir Canyon Road to the north boundary of Tentative Tract No. 13627 in the City of Tustin; thence southerly along the centerline of Jamboree Road within Tentative Tract No. 13627 to Tustin Ranch Road; thence southerly along the centerline of Tustin Ranch Road within the Tentative Tract No. 12870 to Irvine Boulevard, thence easterly along the centerline of said Irvine Boulevard to Sand Canyon Avenue; thence southerly along the centerline of said Sand Canyon Avenue to the proposed realignment of Trabuco Road as shown on said Master Plan of Arterial Highways; thence easterly along the centerline of said proposed realignment of said Trabuco Road to the proposed northerly extension of Muirlands Boulevard; thence along said Muirlands Boulevard to the centerline of Alton Avenue, thence northerly along the centerline of said Alton Avenue to Jeronimo Road; thence easterly along the centerline of said Jeronimo Road to Bake Parkway; thence northerly along the centerline of said Bake Parkway to Trabuco Road; thence easterly along the centerline of said Trabuco Road to Impresa Street; thence northerly along the centerline of said Impresa Street to Santa Margarita Parkway; thence easterly along the centerline of said Santa Margarita Parkway to the Proposed Antonio Parkway as shown on said Master Plan of Arterial Highways; thence southerly along the centerline of said Antonio Parkway to Ortega Highway; thence southwestly along the centerline of said Ortega Highway to the proposed easterly extension of Avery Parkway as shown on said Master Plan of Arterial Highways; thence westerly along the centerline of said proposed extension and Avery Parkway to the Santa Ana Freeway where it intersects the common boundary between the Foothill/Eastern and the San Joaquin Hills AOBs; thence southeasterly along said common AOB boundary to the Orange/San Diego

County line; thence northerly along the Orange County line to where it intersects the centerline of the proposed La Palma Avenue as shown on said Master Plan of Arterial Highways.

ZONE B

Zone B is described by the total Foothill/Eastern Area of Benefit excluding Zone A as described above.

VIII. FEES

In order to establish a corridor fee, it is necessary to determine who is to pay the fee, the facility cost to be supported by fees and a basis or unit of measure for the fees. As has been previously stated, it is proposed that fees be paid by future development within the defined Areas of Benefit in reasonable proportion to the benefit derived. The corridor facilities will, of course, also benefit existing development within the Areas of Benefit. The share of corridor cost attributable to benefits derived by existing development is proposed to be funded from other sources.

The following discussion describes the methodology used to arrive at the fee program's original fee amounts. As explained above, those amounts have been periodically reviewed and updated based upon revised data.

A. Determination of Fee Program's Share of Corridor Cost

The first step in calculating the fee program share of the corridor cost was to determine the percentage of corridor user trip ends that originate or end within the Area of Benefit which are attributable to new growth. Trip information derived from the SOCCS travel demand model was used for this analysis. This percentage was established as the developers share and multiplied by the total corridor cost to determine the fee program share of costs as shown in Table VIII-1.

The fee program share of corridor cost was then separated into amounts representing direct and indirect benefits to the benefit zones (A & B Zones) based upon peak hour and non-peak hour travel characteristics. Approximately sixty-one percent ⁴ (61%) of corridor trips are expected to occur during non-peak travel hours, thus representing a measure of the direct benefit from the corridors. Approximately thirty-nine percent ⁵ of corridor trips are expected to occur during peak hours of travel, thus representing lessened congestion on the remaining transportation system. This system relief is defined as indirect benefit.

4/ Caltrans, LARTS 1976 Urban Rural Survey.

5/ *ibid.*

The direct and indirect factors were used to identify the relative benefits between the A and B zones. The portion of fee program share representing direct benefit was divided between the A and B zones based upon the percentage of corridor user trips due to growth within each zone. The portion of developers share representing indirect benefit was distributed between the A and B zones based upon the percentage of total trip ends on the transportation system within each zone. The fees for the A and B Zones, therefore, include a measure of both direct and indirect benefits received by each zone. Exhibits VII and VIII show the method in which these calculations were made.

The fee program share of the original estimate of Corridor Cost shown below represents an estimate of the share attributable to new development. It is expected that this share may change as future revisions are made to the fees. (As of January, 1991, shares were 48.44% for the SJHTC, and 48.48% for the F/ETC. The 1997 SJHTCA Findings and the 1997 F/ETCA Findings set forth additional facts related to the estimated corridor costs and the portion allocated to new development through the MT&B fee program, updated as of June, 1997.)

TABLE VIII-1

FEE PROGRAM SHARE OF CORRIDOR COST

Total Corridor Cost (\$)	Developers Share (%)	Share (\$)
SJHTC		
Zone A	28.6%	\$97,856,775
Zone B	<u>19.8%</u>	<u>\$67,643,330</u>
Total \$341,660,000	48.4%	\$165,500,105
F/ETC		
Zone A	25.8%	\$133,096,099
Zone B	<u>22.7%</u>	<u>\$117,131,975</u>
Total \$516,147,000	48.5%	\$250,228,066

B. Determination of Base Fee

The cost attributable to future development must be reduced to a fee so that it may be apportioned in an equitable manner to specific types of development. Allocation of the cost on the basis of trip end generation by general land use category is proposed, where:

$$\frac{\text{cost apportioned to future development in the AOB zone}}{\text{cost/trip end trip end growth in the AOB zone}} =$$

	SJHTC	F/ETC
Zone A	$\frac{\$97,856,774}{1,321,160} = \$74/\text{TE}$	$\frac{\$133,096,091}{1,665,922} = \$80/\text{TE}$
Zone B	$\frac{\$67,643,330}{1,462,093} = \$46/\text{TE}$	$\frac{\$117,131,975}{2,730,730} = \$43/\text{TE}$

The data used in computing the average cost per trip end are summarized in Exhibit IX and X. The trip end generation factors used in the calculation were derived from the EMA Trip Generation Rates, shown in Exhibit XI. The projected growth in dwelling units was taken from the respective San Joaquin

Hills and Foothill Transportation Corridor studies. Projected growth in industrial/commercial floor space was generated from MMTS II⁶ employment projections.

C. FEE DISTRIBUTION

Various land uses within the Area of Benefit have been grouped into three major categories for the purposes of distributing fees to individual developments. The three general categories used include residential single-family dwelling units, residential multi-unit dwellings, and non-residential land uses. The trip ends calculated for the non-residential land use category were a summation of more specific non-residential categories such as manufacturing, retail regional, neighborhood/community commercial, and office uses. The trip generation rates used to calculate the trip ends for each of these more specific non-residential land uses were averages of rates shown in Exhibit XI.

Prior to the summation of the trip ends from each of the more specific non-residential land uses, an adjustment was made to the projected trip ends for neighborhood/community commercial land uses. This adjustment was an attempt to reflect the benefits to residential land uses which accrue from construction of neighborhood/community commercial development. Neighborhood/community commercial primarily benefits local residents by providing an opportunity to shop close to home. Many of the trip ends typically assigned to local retail uses are accounted for by these short trips arriving from and returning to residences. These residential-related trip ends actually provide savings in travel cost due to the short nature of the trip. Additionally, neighborhood/community commercial development tends to reduce energy consumption and traffic impacts.

Residential land uses receive sufficient benefit from construction of neighborhood/community commercial development to distribute a portion of the trip ends attributable to neighborhood/community commercial development to residential land uses. For this reason, 60% of the trip ends attributable to neighborhood/community commercial development were reassigned to single family residential and multi-unit residential land uses as a measure of this increased benefit.

The reassigned trip ends were split between single family and multi-unit residential land uses based upon their respective trip ends due to growth. The adjusted trip ends are as follows:

⁶ Employment projections adopted by the Orange County Transportation Commission.

TABLE VIII-2

ADJUSTED AOB TRIP ENDS

<u>Land Use Category</u>	<u>Zone A</u>		<u>Zone B</u>	
	<u>Generated Trip Ends</u>	<u>Adjusted Trip Ends</u>	<u>Generated Trip Ends</u>	<u>Adjusted Trip Ends</u>
SAN JOAQUIN HILLS TRANSPORTATION CORRIDOR				
Single Family Residential Units	379,452	557,635	139,368	254,936
Multi-Unit Residential Unit	193,956	285,053	240,723	440,312
Neighborhood/Community Coml	448,800	179,520	525,262	210,105
FOOTHILL/EASTERN TRANSPORTATION CORRIDORS				
Single Family Residential	666,024	897,960	643,812	1,143,880
Multi-Unit Residential Units	160,377	216,238	248,906	442,221
Neighborhood/Community Coml	479,662	191,865	1,155,638	462,255

Once this adjustment was made, the fee program share of the total corridor cost for each of the three generalized land use categories was determined. The single-family residential and multi-unit residential share of the corridor cost was calculated first by multiplying the adjusted trip ends shown above by the appropriate cost per trip end as developed in Exhibits IX and X. The non-residential share of the corridor cost was calculated by using the difference between the total fee program share and the total residential share of the corridor cost. The fee program share of corridor cost by generalized categories is:

TABLE VIII-3

FEE PROGRAM SHARE BY LAND USE CATEGORY

	<u>Single Family Residential</u>	<u>Multi-Unit Residential</u>	<u>Total Non-Residential</u>	<u>Developer's Share</u>
SAN JOAQUIN HILLS TRANSPORTATION CORRIDOR				
Zone A	\$41,264,990	\$21,093,922	\$35,497,862	\$ 97,856,774
Zone B	\$11,727,056	\$20,254,352	\$35,611,922	\$ 67,643,330
FOOTHILL/EASTERN TRANSPORTATION CORRIDORS				
Zone A	\$71,836,800	\$17,299,040	\$43,960,251	\$133,096,091
Zone B	\$49,186,840	\$19,015,503	\$48,929,632	\$117,131,975

Once the fee program share of corridor cost by the three generalized land use categories was determined, a fee for each of these categories was determined by dividing each share by the appropriate number of residential units or areas of buildings, shown in Exhibits IX and X. Following is the final fee calculation for each of the three general land use categories for both A and B fee zones.

TABLE VIII-4
AREA OF BENEFIT FEES

<u>Land Use</u>	<u>Original Fee Calculation</u>	<u>Original Fee</u>	<u>Original Rounded Fee</u>	<u>Current Fee* (As of 6/12/97)</u>
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* The following current fee rates increase on July 1, 1998, and annually thereafter, by 2.667% without further action by the Board.

SAN JOAQUIN HILLS TRANSPORTATION CORRIDOR

Zone A

Single-Family	\$41,264,990 + 31,621 units	\$1,305/unit	\$1,305/unit	\$3,133/unit
Multi-unit	\$21,093,922 + 27,708 units	\$761/unit	\$760/unit	\$1,824/unit
Non-residential	\$35,497,862 + 20,021,185 sf	\$1.77/sf	\$1.75/sf	\$4.20/sf

Zone B

Single Family	\$11,727,056 + 11,614 units	\$1,010/unit	\$1,010/unit	\$2,426/unit
Multi-unit	\$20,254,352 + 34,389 units	\$589/unit	\$590/unit	\$1,416/unit
Non-residential	\$35,661,922 + 27,700,559 sf	\$1.29/sf	\$1.30/sf	\$3.11/sf

<u>Land Use</u>	<u>Fee Calculation</u>	<u>Original Fee</u>	<u>Rounded Fee</u>	<u>Current Fee** (As of 6/12/97)</u>
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** The following current fee rates increase on July 1, 1998, and annually thereafter, by 2.206% without further action by the Board.

FOOTHILL/EASTERN TRANSPORTATION CORRIDOR

Zone A

Single-Family	\$71,836,800 + 55,502 units	\$1,294/unit	\$1,295/unit	\$3,673/unit
Multi-unit	\$17,299,040 + 22,911 units	\$755/unit	\$755/unit	\$2,144/unit
Non-residential	\$43,960,251 + 24,231,767 sf	\$1.81/sf	\$1.80/sf	\$5.10/sf

Zone B

Single Family	\$49,186,840 + 53,651 units	\$917/unit	\$920/unit	\$2,612/unit
Multi-unit	\$19,015,503 + 35,558 units	\$535/unit	\$535/unit	\$1,520/unit
Non-residential	\$48,929,632 + 46,616,669 fees	\$1.05/sf	\$1.05/sf	\$2.96/sf

D. APPLICATION OF FEES

When development fees are collected at the time of building permit issuance, the number of residential units or area of non-residential buildings will be known. The fees for each development will simply be calculated by multiplying the number of residential units or gross floor area of non-residential buildings times the appropriate land use category and the fee zone. Gross floor area shall be defined as total floor area including each floor of multiple story buildings within the outer footprint of the building as described on the building permit. Adjustments will not be made to traffic generation rates to reflect anomalies due to project design or other conditions. All land uses will be determined to be within the most appropriate of the three general land use categories.

In the event an existing non-residential building is proposed to be expanded, the fee will be determined by the net increase of building area. If a non-residential building is converted to another non-residential use with no net increase in building area, no fees shall be required. Parking structures shall also be exempt from payment of fees since they do not generate a vehicular attraction in and of themselves.

The following categories which receive exemptions from payment of property taxes will also be generally exempt from paying transportation corridor fees: (1) Church; (2) Religious; (3) College; (4) Welfare; (5) Wholly Exempt; (6) Other. The final determination of whether a property is exempt will be based upon verification of a property tax exemption for those specified categories on the latest Assessor's roll as define for Orange County by the State of California.

Government-owned facilities or utilities shall be exempt from payment of fees to the extent that the facilities will not be used for generating revenue or commercial purposes. Examples of exempt public uses are city halls, park buildings, and other public buildings. Privately owned utilities will not be exempt from payment of corridor fees.

Notwithstanding property tax exemptions, governmental-owned or constructed facilities (including but not limited to counties, cities and redevelopment agencies) which will generate revenue or be leased for commercial purposes shall pay fees in accordance with the established fee schedules. Examples of this include the revenue generating portions of airports, train stations, stadiums, sports arenas, convention centers, bus terminals, hotels, or concessions on public lands. In the event construction of these facilities is an expansion of an existing use, the fee shall be determined based upon the net increase of building area.

All disputes over application of fees to specific projects or disputes over exemptions of projects from fee requirements shall be presented to the Joint Powers Agency described in Section XIII of this report for resolution.

Examples of fee calculations:

1. The fee for a development consisting of 100 single-family detached units, 300 condo units and 25,000 s.f. of office and Neighborhood Shopping Center uses, calculated upon original rates, would be:

San Joaquin Hills AOB (Zone A):

(100 D.U. x \$1305/D.U.)	=	\$130,500
(300 D.U. x \$760/D.U.)	=	\$228,000
(25,000 S.F. x \$1.75 S.F.)	=	<u>\$ 43,750</u>

Total fee for development if located in Zone A of SJHTC AOB	=	<u>\$402,250</u>
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Foothill/Eastern AOB (Zone B):

(100 D.U. x 920/D.U.)	=	\$ 92,000
(300 D.U. x \$535/D.U.)	=	\$160,500
(25,000 S.F. x \$1.05/S.F.)	=	<u>\$ 26,250</u>

Total fee for development if located in Zone B of Foothill/Eastern AOB	=	<u>\$278,750</u>
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2. Total fee for reconstruction of a 10,000 s.f. office building to a 15,000 s.f. Neighborhood Shopping Center would be calculated as follows:

San Joaquin Hills AOB (Zone B):

(5,000 s.f. x \$1.30/s.f.)	=	\$ 6,500
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Total fee for development if located in Zone A of SJHTC AOB	=	<u>\$ 6,500</u>
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Foothill/Eastern AOB (Zone A):

(5,000 s.f. x \$1.80/s.f.)	=	\$ 9,000
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Total fee for development if located in Zone A of Foothill/Eastern AOB	=	<u>\$ 9,000</u>
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IX. DEFERRAL OF FEES

Fees may be deferred by the Parties for residential multi-unit rental projects or projects which include State or Federal requirements to provide units affordable to families with incomes less than 80% of the median income (Section VIII housing). The deferral may be for a period of five years from the issuance of building permits or the period of the State/Federal funding requirements beginning upon issuance of the first building permit. The fees to be paid shall be those in effect at the time of payment and shall be secured by an agreement and renewable letter of credit held by an escrow company, or cash or time certificate of deposit in the amount of fees plus 15 percent in anticipation of inflationary increases.

X. CRITERIA FOR COLLECTION OF FEES

The enabling ordinance provides for collection of fees as a condition of final map approval or issuance of building permits. Fees shall be collected prior to issuance of all building permits for new residential structures and commercial/industrial structures which establish new and enlarged floor space. Fees will not be required for remodeling or reconstructing existing structures to the same number of residential dwelling units or equal commercial building area. Fees will not be required for construction of retaining walls, patio covers, swimming pools or other non-inhabitable residential structures.

XI. DEVELOPMENT EXACTIONS & CREDITS

Development projects containing portions of transportation corridors within their boundaries shall be required by condition of approval of the Cities or County Parties to accomplish the following:

1. Dedicate right-of-way in accordance with schematic plans approved by the applicable Agency.
2. Grade corridor right-of-way in accordance with schematic plans approved by the applicable Agency and shown on the Tentative Tract Map and rough grading plans.
3. Construct arterial overcrossings for internal arterials as determined by the applicable Agency. Width of overcrossing structure (i.e., number of travel lanes) is to be determined based upon vehicular and pedestrian traffic generated by the proposed project.
4. Construct corridor travel lanes and interchange ramps required immediately for access to proposed development or system continuity (closure or short gaps) in accordance with the corridor construction phasing plan adopted by

the applicable Agency, or as otherwise approved by the applicable Agency. Number of lanes required is to be based upon traffic generated by proposed project.

5. Participate, among other designated beneficiaries, in the San Joaquin Hills or Foothill/Eastern Transportation Corridor fee program.

Subdivision in which right-of-way, grading and improvements are required for the transportation corridors will be eligible for credit toward payment of the MT&B fees to the extent that the costs were included in development of the fee program. Except when otherwise provided by an agreement entered into by a Party prior to the effective date of this First Amended and Restated Agreement, whenever subdivision approvals are conditioned upon requirements to grade or improve portions of transportation corridors or dedicate right-of-way in excess of Major Arterial Highway Standards, and these costs exceed fees that would otherwise be due, the developer shall enter into an agreement with the applicable Agency and county or applicable city prior to recordation of final tract or parcel maps to identify the difference in the dollar amount between the estimated costs of the grading, improvements, and/or right-of-way, and the calculated fees. Such agreements will establish the amount of reimbursement for which the developer is entitled. A developer shall be entitled to reimbursement after acceptance of improvements by the applicable Agency to the extent major thoroughfare and bridge fees are available for reimbursement after satisfaction of all other obligations of the applicable Agency for which major thoroughfare and bridge fees are required. Satisfaction of such reimbursement obligations, however, in the event funds used to construct corridor facilities in excess of fee obligations are derived from Assessment District or Mello-Roos Community Facilities District bonds shall be made to such districts in a manner which will reduce the amount of such bonds in proportion to the reimbursement payment made by Agency. Except for the initial issuance and sale of bonds by Agency, repayment of all existing reimbursement agreement obligations by Agency shall be funded by any subsequent bond issue and satisfied upon receipt of bond proceeds. If the estimated costs of the grading, improvements, and/or excess right of way are less than the calculated fee, a developer may relinquish credits in lieu of paying fees until credits are fully utilized with the remainder of the fee to be collected prior to issuance of building permits.

In the event a development not requiring subdivision is conditioned to construct or grade portions of the transportation corridors or dedicate right-of-way, reimbursement agreements shall be executed prior to issuance of any building permits within the project boundaries.

Developers will be allowed to apply credits earned on one project to another project within the same Area of Benefit owned by the same developer. In the event title to the land of a project changes, credits can be transferred to another developer with the

title to the land upon written notification to the appropriate legislative body and applicable Agency that is a party to the reimbursement agreement. Credits will otherwise be non-transferable from one developer to another. Credits can be used for the purpose of reducing fees prior to completion and acceptance of grading, improvements or right-of-way dedication. However, except as otherwise provided herein, no reimbursements shall be made until all grading, improvements or dedication are completed and accepted by the Agency and funds are available for reimbursement as determined by the Agency.

The guidelines for determination of fee credits are as follows:

1. General

Credit for right-of-way dedication, grading, and other improvements will only be given to the extent that the cost of such right-of-way or improvements are included in the calculation of fees in the Major Thoroughfare and Bridge Fee Program.

2. Right-of-Way

Credit will be given for right-of-way dedication at the rate of \$50,000 per acre, adjusted as hereinafter provided. As of June 12, 1997, the fee credit rate is \$61,981 per acre for the SJHTC, and \$58,262 per acre for the F/ETC, except for slope easements and a 120-foot-wide strip along centerline of the transportation corridor which would normally be required for arterial highway dedication (the "Creditable Acreage"). Beginning July 1, 1998, and annually thereafter, the foregoing fee credit rate for the SJHTC shall be increased by 2.667%, and the foregoing fee credit rate for the F/ETC shall be increased by 2.206%, without further actions by the Boards. Additional credit will be given for the Creditable Acreage in the amount of the difference from time to time existing between \$75,000 and the then existing fee credit rates ("Supplemental Credit").

Notwithstanding the foregoing, Supplemental Credits may not be used by developers to offset Development Fees until such time as the completed Corridor is opened to traffic, and all rights to reimbursement arising out of Supplemental Credits shall be subordinate to the liens of any holders of bonds issued by the TCA. Beginning on the date the entire Corridor is opened to traffic, interest on the value of the Supplemental Credits shall be calculated at the co-mingled rate earned by the Orange County Treasurer on general funds.

3. Grading

Credit will be given for earthwork, road and slope drainage, buttressing, stabilization, hydroseeding and erosion control within the right-of-way (hinge point to hinge point) excluding slope and drainage easements in an amount to be

determined on a case by case basis according to current design and grading plans.

4. Drainage

Credit will be given for drainage structures in accordance with lengths of pipe and unit prices estimated as costs in the fee program or for as-built structures which the Director, EMA or his designee determine are reasonable equivalents of the structures in the fee program cost estimate. Unit prices for as-built drainage structures in the fee program cost estimate. Unit prices for as-built drainage structures will be those used in the latest fee program cost estimate. Engineering and administration credit of 15% of the drainage structure credit will be added. Contingency credit of 10% of the drainage structure credit will be added. Terrace drains, downdrains and temporary drainage facilities or erosion control facilities are included in the average unit cost of grading.

5. Other Improvements

Credit will be given for other improvements at the rate at which the improvement was estimated in the fee program plus 15% for engineering and administration plus 10% for contingencies.

The credit rates specified above will be revised whenever the corridor costs estimates are revised for the purpose of adjusting fees. Once fee credits are established by an executed reimbursement agreement, no further adjustments will be made to those credits because of revisions to the corridor cost estimates or fee adjustments.

XII. ANNUAL FEE ADJUSTMENT

It is intended that annually the fee programs be automatically adjusted by the Agencies as provided above, and further adjusted by the Agencies to reflect updated project cost estimates, substantial changes in general plan land use elements, or other pertinent information.





In the event an annual evaluation of the fee programs causes fees to be reduced for any reason, reimbursements will not be considered for fees already paid.

XIII. JOINT POWERS AGENCIES

There are seventeen different cities within the proposed Areas of Benefit for the Foothill/Eastern and San Joaquin Hills Transportation Corridors. Joint Powers Agencies ("Agencies") consisting of City and County Parties have been formed for the purposes of planning, designing, financing and constructing the San Joaquin Hills and Foothill and Eastern Transportation Corridors. Fees collected by such Cities and

the County will be deposited with the Agencies for such purposes. The Agencies will be responsible for administering fees collected under this fee program including any credits reimbursements called for in reimbursement agreements identified in Section XI of this report.

LEGEND

 All land area within city boundaries
 City of Denver boundary
 Transportation corridor
 1/4 inch boundary

AREA OF BENEFIT INDEX MAP WITH CITY BOUNDARIES

SAN JOAQUIN HILLS FOOTHILL/EASTERN TRANSPORTATION CORRIDORS EXHIBIT 1

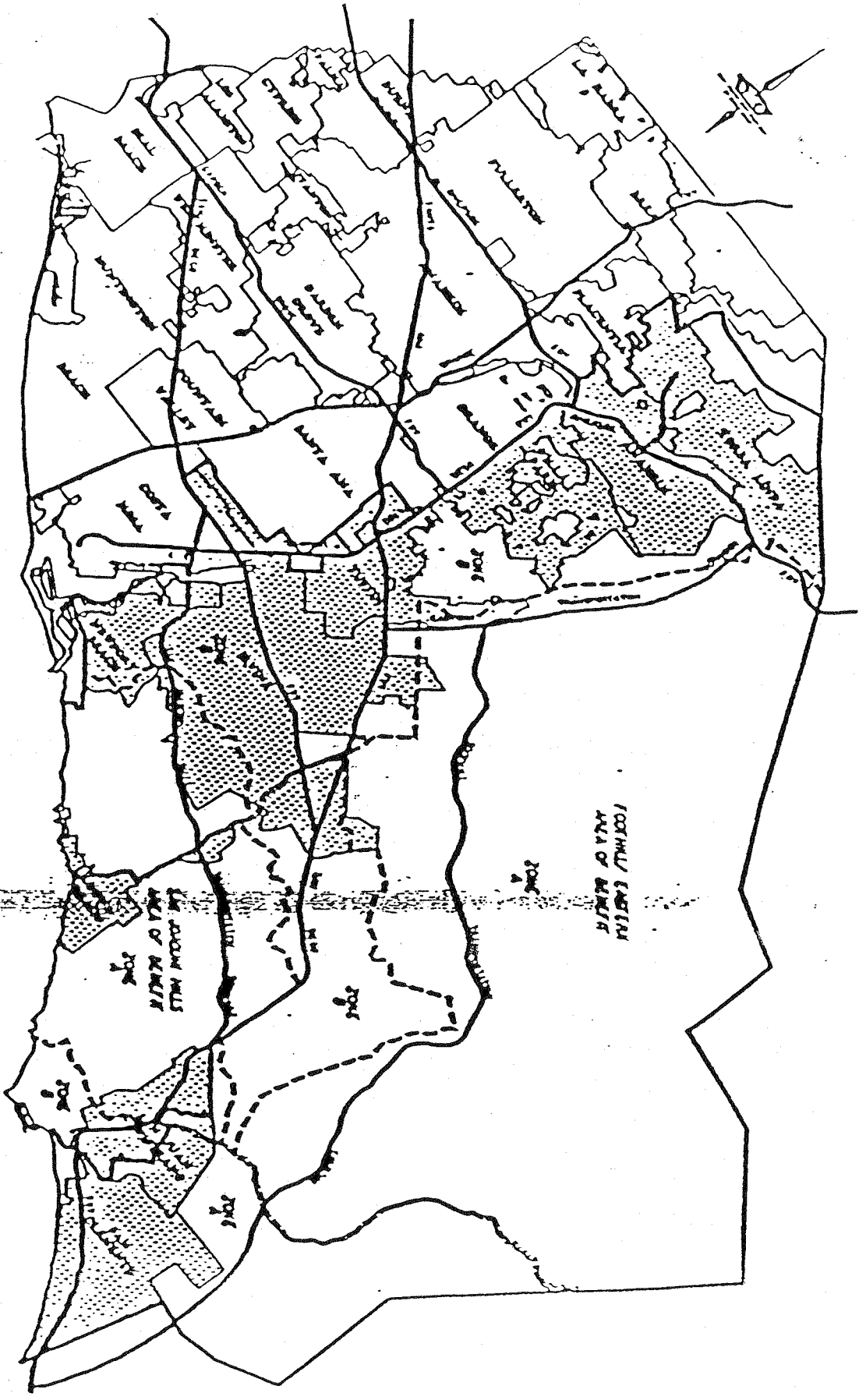


EXHIBIT II

RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA

April 21, 1982

On motion of Supervisor Wieder, duly seconded and carried, the following Resolution was adopted:

WHEREAS, development of lands is occurring which contributes directly to the need for transportation corridors; and

WHEREAS, said development may obstruct future right-of-way for the transportation corridors; and

WHEREAS, development benefitting from implementation of the transportation corridors should contribute toward the cost generally in proportion to the need generated; and

WHEREAS, right-of-way for the transportation should be protected as development occurs; and

WHEREAS, grading should be accomplished, whenever possible, in conjunction with the grading and development of surrounding property and

WHEREAS, implementation of logical increments of the corridor should occur in conjunction with the land development process whenever the transportation needs of that development require those facilities for access; and

WHEREAS, development policies for the implementation of the transportation corridor will provide a basis for planning of future development and serve as notice to the public as to the future locations of the corridors;

Resolution No. 82-598
Transportation Corridors
Development Policy

1 NOW, THEREFORE, BE IT RESOLVED that as a condition of approval
2 of subdivisions containing within their boundaries portions of
3 transportation corridors shown on the Transportation Element of
4 County General Plan the developer shall:

5 1. Dedicate right-of-way to County.

6 2. Grade corridor right-of-way in accordance with schematic
7 plans approved on the tentative map and rough grading plans approved
8 by the Director, EMA.

9 3. Construct arterial overcrossings for internal arterials.
10 Width of overcrossing structure (i.e., number of travel lanes) is
11 to be determined based upon vehicular and pedestrian traffic generated
12 by the proposed project.

13 4. Construct corridor travel lanes and interchange ramps
14 required immediately for access to proposed development or system
15 continuity (closure of short gaps). Number of lanes required
16 based upon traffic generated by proposed project.

17 5. Participate, among other designated beneficiaries, in any
18 established corridor development fee program. Costs incurred pursuant
19 to Conditions 2 through 4 shall be creditable against fees. Costs
20 incurred pursuant to Condition 1 shall be creditable against fees
21 to the extent that the development fee program includes said right-of-
22 way cost.

23 BE IT FURTHER RESOLVED that EMA is hereby directed to amend
24 appropriate sections of the Subdivision and Zoning Codes to implement
25 this policy.

26 BE IT FURTHER RESOLVED that EMA is hereby directed to incorporate
27 in General Plan amendment elements, zoning actions, area plans and
28 site plans recommendations appropriate for implementing this policy.

OFFICE OF
COUNTY COUNCIL
GRAND COUNTY

EMA 2019-010 (1/7/21)

1 BE IT FURTHER RESOLVED that EMA is hereby directed to begin
2 analyzing potential areas of benefit as an adjunct to the Orange Co
3 Orange County Transportation Commission Transportation Finance Stud

4 BE IT FURTHER RESOLVED that affected cities be requested to ad
5 similar policies.

6 BE IT FURTHER RESOLVED that EMA is hereby directed to proceed
7 expeditiously with the establishment of a fee program.
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18 AYES: SUPERVISORS HARRIETT M. WIEDER, RALPH B. CLARK, AND ROGER R
19 STARTOS

20 NOES: SUPERVISORS NONE

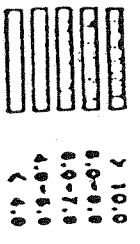
21 ABSENT: SUPERVISORS BRUCE KESTANDE AND THOMAS F. RILEY

22 STATE OF CALIFORNIA }
23 COUNTY OF ORANGE } ss.

24 I, JUNE ALEXANDER, Clerk of the Board of Supervisors of Orange County, Cali
25 hereby certify that the above and foregoing Resolution was duly and regularly adopt
26 the said Board at a regular meeting thereof held on the 21st day of April,
27 19 82, and passed by a unanimous vote of said Board members present.

28 IN WITNESS WHEREOF, I have hereunto set my hand and seal this 21st day
April, 19 82.

June Alexander
JUNE ALEXANDER
Clerk of the Board of Supervisors
of Orange County, California

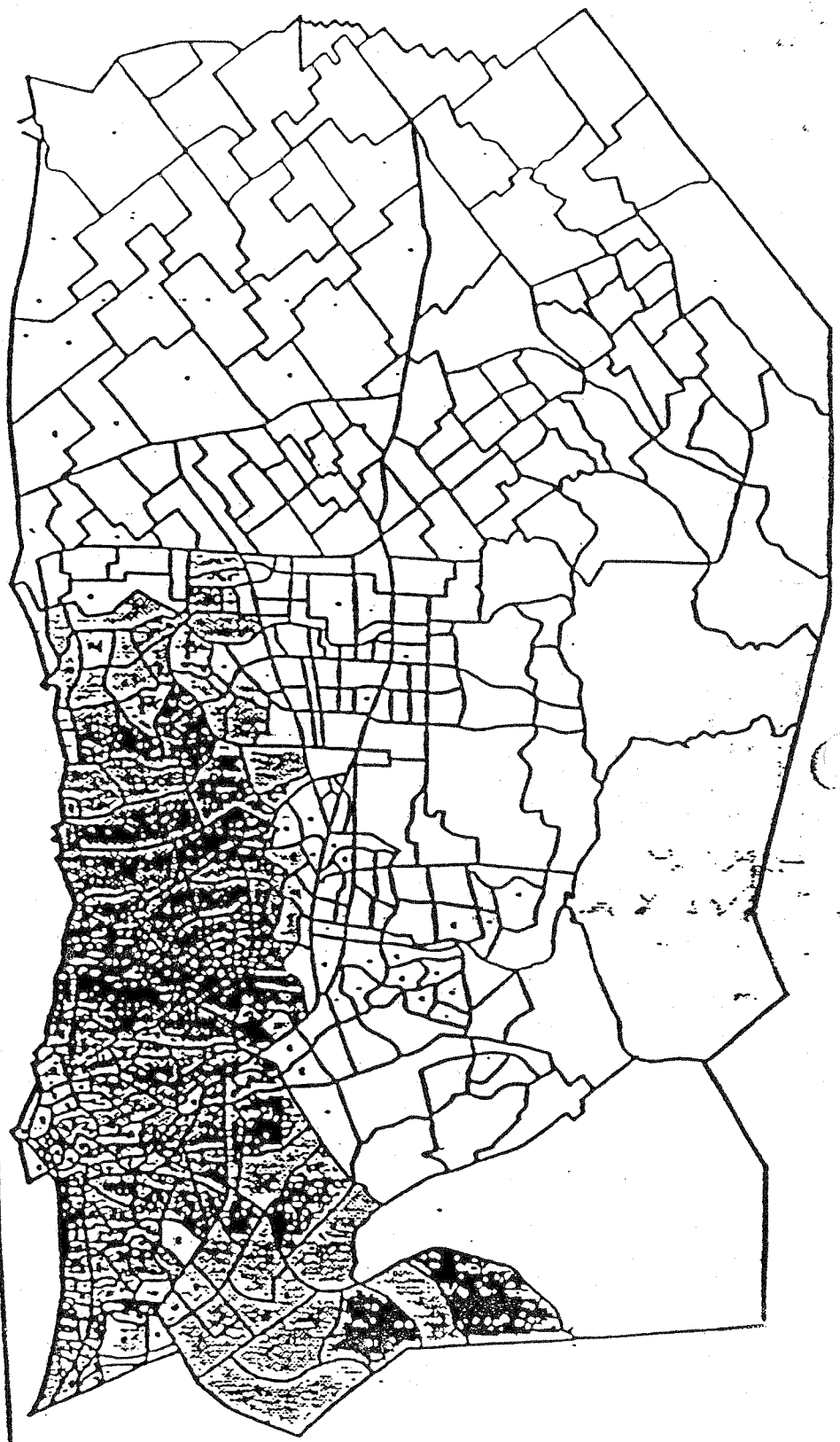


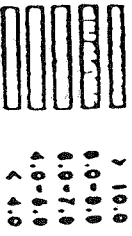
LEGEND

AREA OF INFLUENCE
FOR CORRIDOR USERS

(BASED ON PERCENTAGE OF USER TRIPS)

SAN JOAQUIN HILLS
TRANSPORTATION CORRIDOR
EXHIBIT III





LEGEND

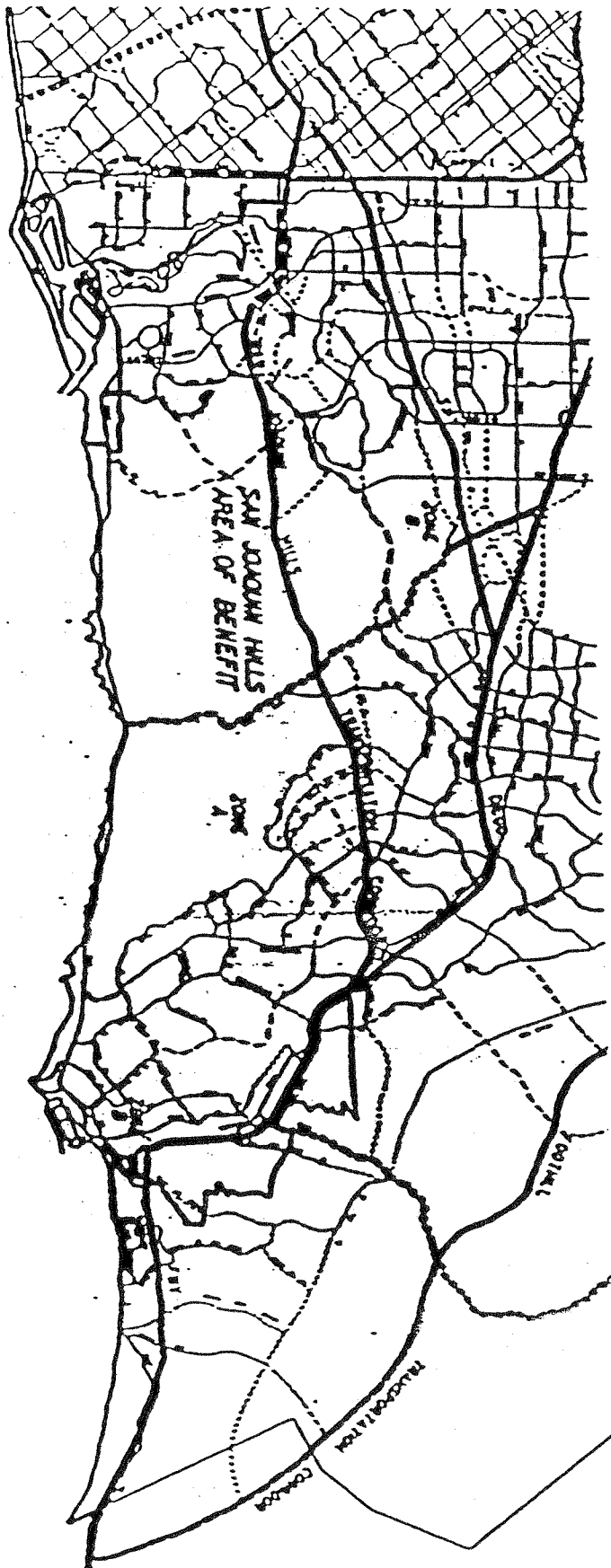
AREA OF INFLUENCE
FOR CORRIDOR USERS

(BASED ON PERCENTAGE OF USER TRIPS)

FOOTHILL/EASTERN
TRANSPORTATION CORRIDOR

EXHIBIT IV



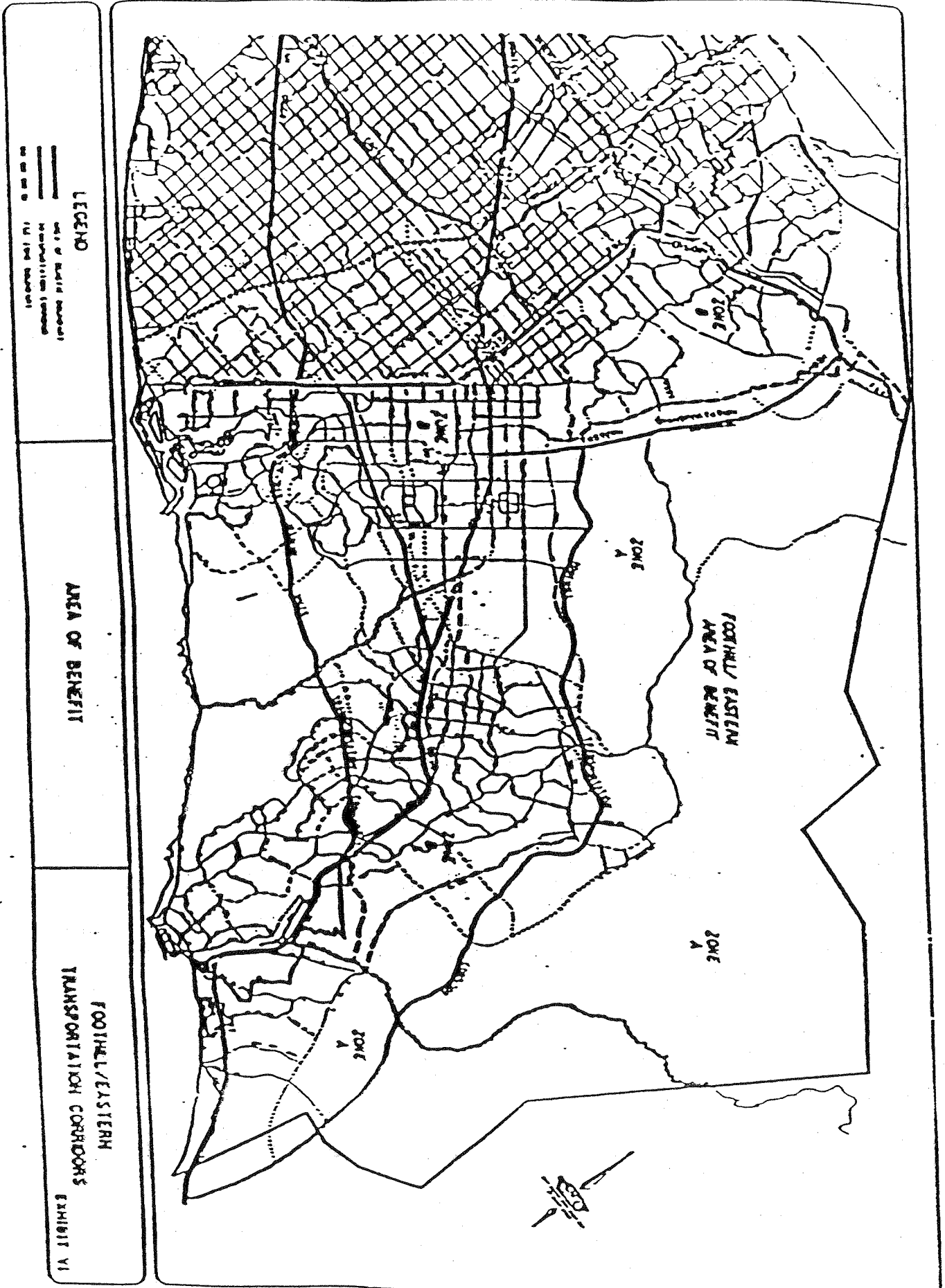


LEGEND
--- SAN JOAQUIN HILLS TRANSPORTATION CORRIDOR
--- SAN JOAQUIN HILLS AREA OF BENEFIT
--- SAN JOAQUIN HILLS TRANSPORTATION CORRIDOR




AREA OF BENEFIT

**SAN JOAQUIN HILLS
TRANSPORTATION CORRIDOR**

EXHIBIT V



LEGEND

 City of Redwood
 Transportation Corridor
 All Other Corridors

AREA OF BENEFIT

**FOOTHILL/EASTERN
TRANSPORTATION CORRIDORS
EXHIBIT VI**

EXHIBIT VII
Page 1 of 2
VTE PROGRAM SHARE OF TOTAL CORRIDOR COST
SAN JOAQUIN HILLS TRANSPORTATION CORRIDOR

	<u>Zone A</u>	<u>Zone B</u>	<u>Outside AOB</u>
<u>Corridor User Trips</u>			
<u>With One or Both Ends In Zone</u>			
Trips beginning and ending in zone			
(Trips due to growth)	27,109	5,890	9,116
(Total trips)	29,047	9,811	22,195
In/Out Trips			
(Trips due to growth)	60,145	25,834	49,798
(Total trips)	78,820	35,345	69,894
Out/In Trips			
(Trips due to growth)	57,362	28,141	50,274
(Total trips)	73,274	38,582	72,203
Trip End Analysis			
(Trip ends due to growth)	171,725	65,755	118,304
(Total trip ends)	210,188	93,549	186,487
(Percent corridor TE due to growth) ¹	81.70%	70.29%	63.48%
(Percent corridor users TE by zone) ²	42.88%	19.08%	38.0%
(Percent corridor users TE due to growth) ³	35.03%	13.41%	24.1%

¹Percent corridor TE due to growth = $\frac{\text{trip ends due to growth}}{\text{Total Trip Ends}}$

²Percent corridor users TE by zone = $\frac{\text{Total trip ends per zone}}{\text{Summation of total trip ends}}$

³Percent corridor users TE due to growth = Percent TE due to growth x percent corridor users TE by zone

TEE PROGRAM SHARE OF TOTAL CORRIDOR COST
SAN JOAQUIN HILLS TRANSPORTATION CORRIDOR

Zone	Corridor Users TR Due to Growth	Direct Benefit	Indirect Benefit	Fee Program Share	Growth in Trip ends	Fee
A	35.030	\$ 73,006,934	\$ 24,849,641	\$ 97,856,775	1,321,160	\$74/TR
B	13.410	\$ 27,948,130	\$ 39,695,200	\$ 67,643,330	1,462,093	\$46/TR
Total	48.440	\$100,955,064	\$ 64,545,041	\$165,500,105	2,783,253	\$59/TR (Ave)

1. Total Corridor Cost = \$341,660,000
 2. Fee Program share = 48.440 x \$341,660,000 = \$165,500,105

3. Direct Benefit 610 x \$165,500,105 = \$100,955,064
 4. Indirect Benefit 390 x \$165,500,105 = \$64,545,041

5. Zone A Share
 Direct Benefit 35.030 x \$341,660,000 x 610 = \$ 73,006,934
 Indirect Benefit 38.500 x \$64,545,041 = \$ 24,849,641
 Subtotal \$ 97,856,775

6. Zone B Share
 Direct Benefit 13.410 x \$341,660,000 x 610 = \$ 27,948,130
 Indirect Benefit 61.500 x \$64,545,041 = \$ 39,695,200
 Subtotal \$ 67,643,330

Total Fee Program Share \$165,500,105

* Total system trip ends within A & B zones

EXHIBIT VIII

Page 1 of 2

FY2 PROGRAM SHARE OF TOTAL CORRIDOR COST
FOOTHILL/EASTERN TRANSPORTATION CORRIDOR

	<u>Zone A</u>	<u>Zone B</u>	<u>Outside AOB</u>
<u>Corridor User Trips With One or Both Ends In Zone</u>			
Trips beginning and ending in zone			
(Trips due to growth)	27,922	9,322	20,555
(Total trips)	28,200	11,657	37,307
In/Out Trips			
(Trips due to growth)	61,629	31,320	64,217
(Total trips)	80,763	46,004	88,512
Out/In Trips			
(Trips due to growth)	75,449	33,648	55,069
(Total trips)	89,823	45,760	79,696
Trip End Analysis			
(Trip ends due to growth)	199,922	83,612	160,396
(Total trip ends)	226,986	115,078	242,822
(Percent corridor TE due to growth) ¹	88.08%	72.66%	66.05%
(Percent corridor users TE by zone) ²	38.18%	19.68%	52%
(Percent corridor users TE due to growth) ³	34.18%	14.30%	22.42%

$$^1 \text{Percent corridor TE due to growth} = \frac{\text{trip ends due to growth}}{\text{Total Trip Ends}}$$

$$^2 \text{Percent corridor users TE by zone} = \frac{\text{total trip ends per zone}}{\text{Summation of total trip ends}}$$

$$^3 \text{Percent corridor users TE due to growth} = \text{Percent TE due to growth} \times \text{percent corridor users TE by zone}$$

EXHIBIT VIII
 Page 2 of 2
 FEE PROGRAM SHARE OF TOTAL CORRIDOR COST
 FOOTHILL/EASTERN TRANSPORTATION CORRIDOR

Zone	Corridor Users TB Due to Growth	Direct Benefit	Indirect Benefit	Fee Program Share	Growth in trip ends	Fee
A	34,180	\$107,615,617	\$ 25,480,474	\$133,096,091	1,665,922	\$80/TB
B	14,300	\$ 45,023,503	\$ 72,108,472	\$117,131,975	2,730,731	\$43/TB
Total	48,480	\$152,639,120	\$ 97,588,946	\$250,228,066	4,396,653	\$57/TB (Ave.)

1. Total Corridor Cost = \$516,147,000
2. Fee Program share = $48,480 \times \$516,147,000 = \$250,228,066$
3. Direct Benefit $61\% \times \$250,228,066 = \$152,639,120$
4. Indirect Benefit $39\% \times \$250,228,066 = \$97,588,946$
5. Zone A Share
 Direct Benefit $34,180 \times \$516,147,000 \times 61\% =$
 $\$107,615,617$
 Indirect Benefit $26,110 \times \$97,588,946 =$
 $\$25,480,474$
 Subtotal $\$133,096,091$
6. Zone B Share
 Direct Benefit $14,300 \times \$516,147,000 \times 61\% =$
 $\$45,023,503$
 Indirect Benefit $73,891 \times \$97,588,946 =$
 $\$72,108,472$
 Subtotal $\$117,131,975$

Total Fee Program Share \$250,228,066

* Total system trip ends within A & B zones

**EXHIBIT X
COST PER TRIP END ANALYSIS**

FOOTHILL/EASTERN

	<u>Zone A</u>	<u>Zone B</u>
<u>Projected Growth in Dwelling Units</u>		
Single Dwelling Units (SDU)	55,502	53,651
Multiple Dwelling Units (MDU)	22,911	35,558
<u>Projected Growth in Industrial/Commercial Floor Space</u>		
Manufacturing Floor Space (Sq. Ft.)	7,680,998	13,439,463
Retail-Regional Floor Space (Sq. Ft.)	1,598,875	3,852,125
Retail-Local Floor Space (Sq. Ft.)	4,796,625	11,556,375
Office/Other Floor Space (Sq. Ft.)	10,155,269	17,768,704
Total Floor Space (Sq. Ft.)	24,231,767	46,616,669
<u>Trip End Growth By Landuse Trip Rate Factors</u>		
SDU (12 T.R./D.U.)	666,024	643,812
MDU (7 T.R./D.U.)	160,377	248,906
Manufacturing (10 T.R./ksf)	76,810	134,395
Retail-Regional (50 T.R./ksf)	79,944	192,606
Retail-Local (100 T.R./ksf)	479,662	1,155,638
Office/Other (20 T.R./ksf)	203,105	355,374
Total Trip Ends	1,665,922	2,730,731
<u>New Development Share of Total Corridor Costs</u>	\$133,096,091	\$117,131,973
<u>Average Cost per Trip End</u>	\$ 79 (1)	\$ 44 (2)
<u>Cost in 1982 Dollars</u>		

*Same as neighborhood/community commercial.

- (1) \$133,096,091 ÷ 1,665,922 = \$79.89/Trip End; say \$80/Trip End
- (2) \$117,131,973 ÷ 2,730,731 = \$42.89/Trip End; say \$43/Trip End

EXHIBIT XI
Page 1 of 2
DAILY VEHICLE TRIP GENERATION RATES
ORANGE COUNTY ENVIRONMENTAL MANAGEMENT AGENCY
August 1982

The following is a listing of vehicle trip generation rates used for planning purposes by the Environmental Management Agency. These rates have been compiled from a variety of sources, including County conducted studies, and are deemed representative of land uses within Orange County. "TE/Ksf" is an abbreviation for trip ends per thousand square feet of gross building floor area. "TE/Acre" refers to trip ends per developed acre.

Land Use	TE/Ksf	TE/Acre	TE/Other
<u>INDUSTRIAL</u>			
Light Industrial/Industrial Park	13	176	
Warehouse	5	62	
<u>RESIDENTIAL</u>			
Single Family Detached			12 TE/Du
Single Family Detached-Estate			15 TE/Du
Multiple Unit (Apartments, Condos)			7 TE/Du
Mobile Home			5 TE/Du
Retirement Community			4 TE/Du
<u>LOGGING</u>			
Motel			10 TE/Room
Motel			9 TE/Room
Resort Motel (TRC Use)		300	18 TE/Room
<u>RECREATIONAL</u>			
Neighborhood Park			
Regional Park		6	
State Park		5	
Marina		1	
Beach			4 TE/Bert
Golf Course			350 TE/1000
Campground		9	
Tennis Club			5 TE/Cour
Raquetball Club			43 TE/Cour
	26		31 TE/Cour
<u>INSTITUTION</u>			
Elementary School			
Junior High School		47	1.0 TE/Stu
High School		60	0.9 TE/Stu
Junior College		80	1.4 TE/Stu
Church - Weekday		80	1.5 TE/Stu
Church - Sunday	19	60	
Library	44	135	
	42	310	

EXHIBIT XI
Page 2 of 2

Land Use	TE/Ksf	TE/Acre	TE/Other
<u>MEDICAL</u>			
Hospital	18	200	14 TE/Bed
Nursing Home			3 TE/Bed
<u>OFFICE</u>			
General Office	15	240	
Medical Office	75		
Research Center	10	40	
<u>RETAIL</u>			
Discount Store	65		
Hardware/Home Improvement	50	550	
Shopping Center - Regional (30 Acres)	50	500	
Shopping Center - Community (10-30 Acres)	70	900	
Shopping Center - Neighborhood (10 Acres)	135	1250	
Restaurant - Quality (i.e., Velvet Turtle, Hungry Tiger, etc.)	110		
Restaurant - High Turnover (i.e., Bob's, Denny's, etc.)	350		
Restaurant - Fast Food (i.e., MacDonald's, Carl's Jr., etc.)	900		
Automobile Sales		400	
Service Station			750 TE/Station
Supermarket	125		
Convenience Market (i.e., 7-11, Stop & Go, etc.)	550		
<u>SERVICES</u>			
Bank - Walk In	180		
Bank - Drive In	195		
Savings and Loan - Walk In	65		
Savings and Loan - Drive In	75		

KRS:desDT20-22
6/11/85

COPY



State of California
Bill Jones
Secretary of State

FILE NO. 1304
ENDORSED - FILED
In the office of the Secretary of State
of the State of California
FEB 27 2003
KEVIN SHELLEY
Secretary of State
(Office Use Only)

AMENDMENT TO A JOINT POWERS AGREEMENT
(Government Code Section 6503.5 or 6503.7)

Instructions:

1. Complete and mail to: Secretary of State, P.O. Box 944225, Sacramento, CA 94244-2250 (916) 653-3984
2. Include filing fee of \$1.00.
3. Do not include attachments.

Date of filing initial notice with the Secretary of State: 10/19/86

File number of initial notice: 819

Name of Joint Powers agreement: San Joaquin Hills Transportation Corridor Agency

Mailing Address: 125 Pacifica, Irvine, CA 92618

Complete one or more boxes below. The agreement has been amended to:

Change the parties to the agreement as follows: _____

Change the name of the administering agency or entity as follows: _____

Change the purpose of the agreement or the powers to be exercised as follows: _____

Change the short title of the agreement as follows: _____

Make other changes to the agreement as follows: adoption of Second Amended and Restated Joint

Exercise of Power Agreement Creating the San Joaquin Hills Transportation Corridor Agency
allowing the Agency to enter into a joint powers agreement with the Foothill/Eastern
Transportation Corridor Agency.

Date February 26, 2002

Colleen E Clark
Signature

Colleen Clark, Chief Financial Officer
Typed Name and Title