

MOVE Board of Directors Special Meeting Agenda

June 5, 2025

Zoom meeting link.

<https://zoom.us/j/98767957042?pwd=rGITadXJja8cGx9Yx3FO1HGam0abWa.1>

Meeting ID: 987 6795 7042
Passcode: 815868

AGENDA

1. Call to Order

2. Roll Call –

Jeff Lambaren- Chairperson
Geri Vargas- Vice Chairperson
Lupe Aguilera-Director
Joyce Gandelman-Director
Yvonne Reynolds- Director

3. Public Comments

Matters under the jurisdiction of the MOVE Board of Directors, and not on the agenda may be addressed by interested parties in the audience at the beginning of the regular agenda. Any member of the audience wishing to address the Board of Directors during the “Public Comments” period shall be permitted to be heard for up to five minutes or at the discretion of the Chair.

4. Discussion/Action Items

- A.** Motion to Approve the MOVE Budget FY 25-26 (Tony Hill Esq.)
- B.** Motion to Approve the MOVE Transportation Development ACT Claim (Tony Hill Esq.)

C. Motion to Approve the MOVE Measure L Project Summary (Tony Hill Esq.)

D. Motion to Approve the MOVE Transportation Development ACT Board Resolution (Tony Hill Esq.)

Action: By Resolution Authorize MOVE Stanislaus CEO to submit and execute all required documentation associated with the claim process FY 25-26 (StanCog)

E. Motion to Approve Adoption of Measure L funding Agreement (Tony Hill Esq.)

Action: BY Resolution Authorize MOVE Stanislaus CEO to submit and execute all required documentation associated with the Measure L Ordinance and Master Funding Agreement to Stanislaus Council of Governments (StanCog)

Next Scheduled Board Meeting:

June 17, 2025
4701 Sisk Avenue Suite 201
Modesto, CA 95356

MOVE Stanislaus Transportation
Budget FY 25-26

	Actuals	Projected	Budget
	Jul-Dec 24	FY 24-25	FY 25-26
Revenue			
411000 5310 Revenue	34,025	137,642	-
413000 Measure L Revenue	674,290	1,348,580	1,868,960
413500 Measure L Regional Revenue	-	-	-
414000 TDA Revenue	1,451,425	1,451,425	1,249,829
414010 TDA Regional	300,749	300,749	363,678
415300 Private Donations	4,003	8,000	-
432000 Miscellaneous Revenue	9,000	9,000	-
Total Revenue	\$ 2,473,493	\$ 3,255,396	\$ 3,482,467
Gross Profit	2,473,493	3,255,396	3,482,467
Expenditures			
512010 Interest Expense	-	-	-
512111 Marketing	41,396	71,396	100,000
513000 Consulting			
513100 Accounting Services	24,836	70,000	75,000
513110 Audit	-	11,500	11,500
Total 513100 Accounting Services	\$ 24,836	\$ 81,500	\$ 86,500
513200 IT Services	10,110	31,110	56,000
513300 Legal Services	-	5,000	30,000
513400 Management Consulting	-	5,000	70,000
513500 Human Resources Svc	10,474	13,500	25,000
Total 513000 Consulting	\$ 45,419	\$ 136,110	\$ 267,500
514000 Employee Mileage	2,212	4,400	4,600
514010 Employee Development	2,805	13,000	25,000
515000 Facilities			
515002 Facilities Expense	62,599	132,629	139,217
Total 515000 Facilities	\$ 62,599	\$ 132,629	\$ 139,217
516000 Insurance	13,875	17,434	18,300
516100 Directors & Officers	-		
516200 General Liability	-		
516400 Automobile	36,650	36,650	52,720
Total 516000 Insurance	\$ 50,525	\$ 54,084	\$ 71,020
517000 Internet	1,059	2,100	2,200
518000 Minor Computer & Software	7,854	10,854	20,000
519000 Misc. Office Expense	30,439	50,000	50,000
519010 Translation Services	692	1,400	2,000
520000 Office Supplies	2,643	5,300	8,000
521000 Payroll			
521100 Wage & Salary	531,632	1,113,995	1,411,081
521200 Payroll Tax	40,541	89,100	115,709
521300 W/C Insurance	785	2,900	3,700
521400 Payroll Processing	1,676	3,400	5,100
Total 521000 Payroll	\$ 574,634	\$ 1,209,395	\$ 1,535,590

MOVE Stanislaus Transportation
Budget FY 25-26

	Actuals	Projected	Budget
	Jul-Dec 24	FY 24-25	FY 25-26
522000 Employee Fringe Benefits			
522100 Dental	14,054	24,300	33,740
522200 Medical	174,100	318,200	451,859
522300 Retirement	24,287	49,500	70,283
522305 Retirement Administration		2,200	2,310
Total 522300 Retirement	\$ 24,287	\$ 51,700	\$ 72,593
Total 522000 Employee Fringe Benefits	\$ 212,441	\$ 394,200	\$ 558,192
523000 Phones - Cellular	5,342	10,800	12,550
524000 Phones - Desk	3,372	7,100	7,500
525000 Postage	2,806	5,600	5,900
526000 Taxes, Licenses, Permits & Dues	2,473	4,900	4,900
527000 Travel	1,199	1,199	15,000
528050 Fuel	25,454	50,900	74,800
528100 Maintenance - Vehicle	21,417	42,800	56,000
610000 Program Expenses			
610050 Program Software	-	-	-
611000 BRIDGES Mileage Reimbursement	74,919	149,800	150,000
612000 Care Cruisers	26,468	29,468	29,500
614000 VetsVan Expenses	21,022	42,000	42,000
616000 PASS	12,695	26,000	26,000
618000 Comm Prtnrs - ML	-	-	-
619100 VOGO	-	-	-
Total 610000 Program Expenses	\$ 135,104	\$ 247,268	\$ 247,500
680050 Indirect ML Expenses	-	-	-
690050 Contingency	-	-	275,000
Total Expenditures	\$ 1,231,885	\$ 2,455,435	\$ 3,482,468
Net Operating Revenue	\$ 1,241,608	\$ 799,961	\$ (0)
Other Revenue			
Z31000 Temporary Capital Holding	54,325	54,325	755,921
Z33000 Sale of Business Assets	(1,687)	(1,687)	-
Total Other Revenue	\$ 52,638	\$ 52,638	\$ 755,921
Other Expenditures			
710000 Depreciation	51,491	103,000	
720000 Amortization	1,541	3,100	-
Z22000 Temporary Asset Holding	23,369	619,319	625,000
Z310000 Temporary Reserve Holding	54,325	1,291,654	130,921
Total Other Expenditures	\$ 130,726	\$ 2,017,073	\$ 755,921
Net Other Revenue	\$ (78,088)	\$ (1,964,435)	\$ -
Net Revenue	\$ 1,163,520	\$ (1,164,474)	\$ (0)

Budget	Actual Unaudited	Estimated	Proposed	Proposed	Proposed	Proposed
Fixed Route	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
REVENUE FOR OPERATIONS						
Passenger Fares	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Auxiliary (inc. Advertising)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Special Transit Fares	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Non-transportation (inc. Interest)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LTF	\$ 1,430,121	\$ 2,014,285	\$ 1,249,829	\$ 1,312,320	\$ 1,377,936	\$ 1,446,833
City of Modesto - LTF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Stanislaus - LTF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FTA (all FTA funds)	\$ 250,831	\$ 137,642	\$ -	\$ -	\$ -	\$ -
STA (99313)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
STA (99314)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LCTOP (99313)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LCTOP (99314)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SGR (99313)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SGR (99314)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CMAQ	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Measure L	\$ 1,831,789	\$ 1,849,640	\$ 1,868,960	\$ 1,962,408	\$ 2,060,528	\$ 2,163,555
Measure L Regional	\$ 160,413	\$ -	\$ -	\$ -	\$ -	\$ -
City of Modesto - STA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SB1-Regional Share	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Misc	\$ 6,173	\$ 17,000	\$ -	\$ -	\$ -	\$ -
SEC Contract / TDA Regional	\$ 242,533	\$ 300,749	\$ 363,678	\$ 381,862	\$ 400,955	\$ 421,003
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL REVENUE FOR OPERATIONS	\$ 3,921,860	\$ 4,319,316	\$ 3,482,467	\$ 3,656,590	\$ 3,839,420	\$ 4,031,391
OPERATING EXPENDITURES						
Labor	\$ 1,199,269	\$ 1,113,995	\$ 1,411,081	\$ 1,481,635	\$ 1,555,717	\$ 1,633,503
Fringe Benefits	\$ 419,609	\$ 484,000	\$ 675,291	\$ 709,056	\$ 744,508	\$ 781,734
Services	\$ 414,328	\$ 394,779	\$ 529,010	\$ 555,461	\$ 583,234	\$ 612,395
Materials & Supplies	\$ 55,318	\$ 66,154	\$ 78,000	\$ 81,900	\$ 85,995	\$ 90,295
Utilities	\$ 16,488	\$ 20,000	\$ 22,250	\$ 23,363	\$ 24,531	\$ 25,757
Casualty & Liability	\$ 40,064	\$ 54,084	\$ 71,020	\$ 74,571	\$ 78,300	\$ 82,215
Taxes	\$ 3,697	\$ 4,900	\$ 4,900	\$ 5,145	\$ 5,402	\$ 5,672
Purchase Transportation Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Misc. Expenses	\$ 165,114	\$ 184,895	\$ 276,698	\$ 290,533	\$ 305,060	\$ 320,313
Expense Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interest Expense	\$ 1,124	\$ -	\$ -	\$ -	\$ -	\$ -
Leases & Rentals	\$ 119,306	\$ 132,629	\$ 139,217	\$ 146,178	\$ 153,487	\$ 161,161
Contingencies	\$ -	\$ -	\$ 275,000	\$ 288,750	\$ 303,188	\$ 318,347
TOTAL OPERATING EXPENDITURES	\$ 2,434,317	\$ 2,455,436	\$ 3,482,467	\$ 3,656,590	\$ 3,839,420	\$ 4,031,391
NET SURPLUS / (DEFICIT) FOR OPERATIONS	\$ 1,487,543	\$ 1,863,880	\$ -	\$ -	\$ -	\$ -
REVENUE FOR CAPITAL						
LTF	\$ 298,660	\$ 54,325	\$ 255,921	\$ 25,000	\$ 25,000	\$ 25,000
FTA (all FTA funds)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
STA (99313)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
STA (99314)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LCTOP (99313)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LCTOP (99314)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SGR (99313)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SGR (99314)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CMAQ	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Measure L	\$ -	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000
Measure L Regional	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City of Modesto - LTF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City of Modesto - STA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Stanislaus - LTF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL REVENUE FOR CAPITAL	\$ 298,660	\$ 554,325	\$ 755,921	\$ 525,000	\$ 525,000	\$ 525,000
CAPITAL EXPENDITURES						
Vehicle Purchase	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office Capital	\$ 282,398	\$ -	\$ -	\$ -	\$ -	\$ -
Reserve Account	\$ -	\$ 23,369	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
Vehicle Purchases	\$ 298,660	\$ 1,297,828	\$ 130,921	\$ -	\$ -	\$ -
Fleet Facility / Charging Infrastructure	\$ -	\$ 95,948	\$ 100,000	\$ -	\$ -	\$ -
	\$ -	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000
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**STEP 1: INITIAL LOCAL TRANSPORTATION FUND (LTF) AND STATE TRANSIT ASSISTANCE (STA)
APPORTIONMENT FOR FY 2025/26
SCHEDULE 1
January 31, 2025**

⑥ APPORTIONMENT BASED ON LTF ESTIMATE OF: \$32,000,000

Column #1 JURISDICTION	Column #2 @ POPULATION	Column #3 % OF POPULATION	Column #4 TDA ADMIN	Column #5 PLANNING	Column #6 NONMOTORIZED (2% LTF)	Column #7 REMAINING LTF	Column #8 ⑥ 2025/26 STA PUC 99313	Column #9 ⑥ 2025/26 STA PUC 99314
CERES	49,319	8.9876%			55,237			
HUGHSON	7,711	1.4052%			8,636			
MODESTO	217,862	39.7019%			244,005			
NEWMAN	12,121	2.2089%			13,575			
OAKDALE	23,008	4.1928%			25,769			
PATTERSON	24,790	4.5176%			27,765			
RIVERBANK	25,006	4.5570%			28,007			
TURLOCK	71,273	12.9884%			79,826			20,504
WATERFORD	9,110	1.6602%			10,203			
COUNTY (UNINC.)	108,544	19.7804%			121,569			
STANRTA								
StanCOG			320,000	950,400			5,577,754	296,337
REMAINING LTF						30,115,008		
TOTAL	548,744	100.0000%	320,000	950,400	614,592	30,115,008	5,577,754	316,841

NOTES

1 Local Transportation Fund estimate received from County Auditor-Controller, letter dated 1/31/25

2 January 2024 population estimates from the Department of Finance for 1/1/24

3 State Transit Assistance estimate received from the State Controller's Office 2/1/25

Apportioned numbers are bolded

LTF SUMMARY

LTF Estimate	32,000,000
TDA Admin	(320,000)
Planning	(950,400)
Nonmotorized	(614,592)
Remaining LTF	30,115,008
Conditional CTSA	(1,505,750)
Remaining LTF	28,609,258
StanRTA Transit Center Operating	(1,605,074)
StanRTA Transit Center Capital	0
StanRTA Amtrak Operating	(250,547)
StanRTA Amtrak Capital	0
Turlock Transit Center Operating	(862,033)
Turlock Transit Center Capital	0
Turlock Amtrak Operating	(6,000)
Turlock Amtrak Capital	0
MOVE ADA Eligibility	(363,678)
Remaining LTF (Transfer to Schedule 2)	25,521,926

STANISLAUS COUNCIL OF GOVERNMENTS
TRANSPORTATION DEVELOPMENT ACT (TDA)
LOCAL TRANSPORTATION FUND (LTF) AND STATE TRANSIT ASSISTANCE (STA)
CALCULATION OF TRANSIT CEILING CAPS FOR FY 2025/26
SCHEDULE 2 (INCLUDES STA)
January 31, 2025

Transit Operator	Transit Ceiling Cap %	LTF	STA PUC 99313	Operator's Share of Regional TDA	Add STA PUC 99314	Amount Available to Claim
StanRTA	87.0%	22,204,075	5,577,754	27,781,829	296,337	28,078,166
City of Turlock	13.0%	3,317,850		3,317,850	20,504	3,338,354
Total	100%	25,521,926	5,577,754	31,099,680	316,841	31,416,521

Local Transportation Funds (LTF) Available From Step 1	25,521,926
State Transit Assistance (STA) PUC 99313	5,577,754
State Transit Assistance (STA) PUC 99314	316,841
Total TDA funds to be shared by the region	<u>31,416,521</u>

TRANSPORTATION DEVELOPMENT ACT CLAIM FORM

(All claimants must complete this document)

Project Year 2023-24

Claimant

Address

MOVE STANISLAUS TRANSPORTATION
4701 SISK RD MODesto CA 95356

Contact Person

Telephone

TONY HILL
209-482-2226

Title

Email

CEO
Tony.hill@movestanislaus.org

Contact Person

Telephone

Title

Email

The above named

Claimant hereby applies for allocations of Transportation Development Act funds for FY 2023-24 for the purposes and in the amounts specified below.

Local Transportation Fund

Purpose	Claimed
Article 4 Transit (PUC 99262) Fixed Route	
Fixed Route Operations	
Fixed Route Capital	
Article 4 Transit (PUC 99262) ADA Paratransit	
ADA Paratransit Operations	
ADA Paratransit Capital	
Article 4 Transit (PUC 99262) Demand Response	
Demand Response Operations	
Demand Response Capital	
Article 4 Regional Multi-Modal Station (PUC 99234.9)	
Regional Multi-Modal Station Operations	363,678.00
Regional Multi-Modal Station Capital	
Article 4 Rail (PUC 99234.9)	
Rail Operations	
Rail Capital	
Article 4 Alternate Transportation (PUC 99234.9)	
Article 4.5 CTSA (PUC 99262) - Operator	
CTSA Operations	
CTSA Capital	1,249,829.00
Article 8 (PUC 99400)	255,921.00
Total Local Transportation Fund Claim	1,869,428.00

State Transportation Assistance

Purpose	Claimed
PUC 99313	
PUC 99314	
Total State Transportation Assistance Claim	

Total Transportation Development Act Claim	\$	1,869,428.00
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Submitted By

Title

Date

Submitted By

Title

Date



MOVE Measure L Project Summary
FISCAL YEAR 2025/2026

Project Name	Measure L Funds	Matching Funds	Project Description	Key Tasks	Performance Measures
Pass Program-Senior/Disabled Fare Assistance Pilot Program	\$ 67,429	\$0.00	Transit fare assistance for low-income seniors and disabled individuals	Purchase fare media and retain critical partnerships with community-based organizations (distribution hubs) that deliver and coordinate services for underserved community members. Track fare media usage	Number of program participants, number of distribution hubs, number of fare media distributed
VetsVan	\$ 369,858	\$0.00	Through use of Volunteer Drivers, door through door or curb to curb van, bus or electronic vehicle transportation for Stanislaus County Veterans to and from medical appointments within and outside of Stanislaus County	Secure and maintain vans, buses or electronic vehicles, retain vehicle insurance coverage, conduct vehicle inspections, recruit and train Volunteer Drivers, schedule and coordinate trips	Number of program participants, number of completed trips, number of miles driven
Travel Training	\$ 148,342	\$0.00	One to One or small group education, assessments, instruction; including trip planning, street crossing, map reading, route schedules, bus etiquette, before, during and after fixed route bus travel with a focus on individuals with disabilities, veterans and older adults and students. The service is available to any Stanislaus County resident	Apply for Caltrans funding when a funding opportunity is available. Develop and implement community outreach plans, attend high school events, regional center events, and develop social media campaigns to increase awareness of service	Number of individuals trained to use public transit; number of outreach presentations made throughout the year; secure mobility grant from Caltrans

Project Name	Measure L Funds	Matching Funds	Project Description	Key Tasks	Performance Measures
BRIDGES	\$ 270,515	\$0.00	Mileage reimbursement initiative, empowering participants' selection of their preferred driver, thereby fostering flexible transportation solutions and autonomy. Bridges serve veterans, seniors and people with disabilities through subsidizing their transportation costs incurred to attend medical appointments, to shop for groceries, to participate in specialized treatments and to secure necessities of daily living	Conduct intake, data entry, record maintenance, process mileage sheets, create and mail mileage reimbursement checks, provide technical assistance for program participants	Number participants in the program, number or miles reimbursed, number of trips provided
Care Cruisers	\$ 1,012,814	\$0.00	Door-through-door and point-to-point van and bus transportation to facilitate seniors, veterans, and individuals with disabilities access to medical appointments, grocery shopping and locations within the community offering necessities of daily living. Care Cruisers is a lifeline for seniors and people with disabilities, and veterans enhancing their quality of life, protecting their health, and fostering their greater independence	Secure and maintain vans, buses or electronic vehicles, retain vehicle insurance coverage, conduct vehicle inspections, recruit and train paid drivers, schedule and coordinate trips	Number of program participants, number of completed trips, number of miles driven
Battery Electric Vehicle Operations Facility	\$ 500,000	\$0.00	MOVE has adopted zero-emission transportation technologies through purchase of 3 battery electric vehicles (Bevs) in alignment with the Bipartisan Infrastructure Deal, Inflation Reduction Act funding, and Section 5339 Bus and Bus Facilities Grant funding. MOVE does not currently have a storage facility for its fleet of vehicles or a charging infrastructure to support its (Bevs) transition. This project encompasses a dedicated facility with office space for all MOVE staff (headquarters), equipped with requisite charging infrastructure and climate control systems to optimize battery performance and longevity. Demand management solutions to mitigate operational cost and redundancies of independent electricity supply generators are of an essential need and is the acquisition of specialized maintenance equipment located in designated service areas. MOVE anticipates its fleet of vehicles supporting Measure L programs will triple from current number over the next eight years factoring vehicle replacements	Apply for CMAQ, STGB, and other state and federal grant programs. Draft Sub-recipient agreement, locate existing building, rehabilitation or modify as needed within zoning use, contract with real property agent, coordinate and gain permits from MID or utility authority in seated jurisdiction, develop office relocation plan, create exit agreement with current office leaseholder	Secure CMAQ, STBG funding and funding from CARB and other sources, execute Sub-recipient agreement with StanRTA, locate building, secure required permits, execute contracts and agreements affiliated with property, building and secure land use permissions from City and County planning teams, implementation of office relocation plan
Total Local Measure L Operating		\$1,868,959			
Total Local Measure L Capital		\$500,000			

MOVE STANISLAUS TRANSPORTATION INC.
BOARD OF DIRECTORS RESOLUTION

June 5, 2025

A Special Board Meeting was held on June 5, 2025, in accordance with MOVE Stanislaus Transportation Inc, (MOVE) Bylaws. The agenda included review of MOVE's Fiscal Year 2025/26 Transportation Development Act claim with reference documents.

The following resolution was offered and discussed with a motion to approve and seconded to adopt the foregoing Resolution.

BE IT RESOLVED that MOVE Stanislaus Transportation Incorporated, CEO, Tony Hill M.A. Esq, is authorized and directed to submit and execute all required documentation associated with Fiscal year 25-26 Transportation Development Act (TDA) claim process in the amount of \$1,869,428.00 to the Stanislaus Council of Governments (StanCOG) for review, and approval by its Policy Board.

CERTIFICATION

I, the undersigned, President of MOVE Board of Directors and Tony Hill M.A. Esq. CEO certify that the above is true, and is a correct resolution adopted at the lawfully held meeting of the MOVE Board of Directors on June 5, 2025.

Jeffrey M. Lambaren
President of the Board
MOVE Stanislaus Transportation
4701 Sisk Road, Suite 201
Modesto, CA

Tony Hill, M.A. Esq.
CEO
MOVE Stanislaus Transportation
4701 Sisk Road, Suite 201
Modesto, CA 95356

RESOLUTION
ADOPTING THE MEASURE L MASTER FUNDING AGREEMENT FOR
FISCAL YEARS 2025 - 2030

WHEREAS, on November 8, 2016, the voters of Stanislaus County, approved Measure L thereby authorizing the Stanislaus Council of Governments (StanCOG), acting as the Stanislaus County Transportation Authority, to administer the proceeds from the one-half cent transaction and use tax (“Measure L”); and

WHEREAS, the duration of the Measure L sales tax will be 25 years from the initial year of collection, which began April 1, 2017, with the tax to expire on March 31, 2042; and

WHEREAS, *MOVE Stanislaus Transportation* is a recipient of Measure L funds; and

WHEREAS, the Measure L Master Funding Agreement delineates the requirements of the Measure L funds that are allocated to the jurisdictions within Stanislaus County for local streets and roads, traffic management and bike and pedestrian improvements, (collectively referred to as “Local Control Funds”) and Transit Provider funds for Transit Services, as authorized by the Measure L Expenditure Plan; and

WHEREAS, each of the member agencies of StanCOG (Stanislaus County and the cities of Ceres, Hughson, Modesto, Newman, Oakdale, Patterson, Riverbank, Turlock and Waterford) and transit agencies will be required to enter into the Measure L Master Funding Agreement prior to receiving Measure L fund disbursements; and

WHEREAS, the term of the Measure L Master Funding Agreement is five (5) years from July 1, 2025 through June 30, 2030.

NOW, THEREFORE BE IT RESOLVED that the Measure L Master Funding Agreement is hereby adopted.

BE IT FURTHER RESOLVED that the MOVE CEO and Board Chair are authorized to execute a Measure L Master Funding Agreement with StanCOG.

The foregoing Resolution was introduced at a special board meeting of the *Move Stanislaus Transportation*, on June 5th, 2025. A motion was made and seconded to adopt the foregoing Resolution. Motion carried and the Resolution was adopted.

_JEFFREY M. LAMBAREN_BOARD, CHAIR

MEASURE L MASTER FUNDING AGREEMENT
BETWEEN THE
STANISLAUS COUNCIL OF GOVERNMENTS
AND THE
MOVE STANISLAUS TRANSPORTATION, INC.
(FISCAL YEARS 2025 – 2030)

This Measure L Master Funding Agreement (“AGREEMENT”), effective July 1, 2025, is entered into by and between the Stanislaus Council of Governments, acting as the Stanislaus County Transportation Authority (“STANCOG” or the “Authority”), and the MOVE Stanislaus Transportation, Inc., a California non-profit corporation (“RECIPIENT”).

RECITALS

A. On November 8, 2016 the voters of Stanislaus County, pursuant to the provisions of the Local Transportation Authority and Improvement Act, California Public Utilities Code Section 180000 et seq. (the “Act”), approved Measure L, thereby authorizing STANCOG to administer the proceeds from the one-half cent transaction and use tax (“Measure L”).

B. The duration of the Measure L sales tax will be 25 years from the initial year of collection, which began April 1, 2017, with said tax to expire on March 31, 2042. The tax proceeds will be used to pay for the programs and projects outlined in the Stanislaus Council of Government’s Expenditure Plan (the “Measure L Expenditure Plan”), as it may be amended.

C. Measure L authorizes the Authority (STANCOG) to sell or issue bonds to finance and refinance the transportation projects identified in the Measure L Expenditure Plan. Costs associated with bonding will be borne only by the projects included in the Measure L Expenditure Plan.

D. This AGREEMENT delineates the requirements of the Measure L funds that are allocated for point-to-point services for seniors, Veterans and persons with disabilities (collectively referred to as “Point-to-Point Funds”), as authorized by the Measure L Expenditure Plan. The Expenditure Plan identifies the recipient of these funds as the MOVE Program.

E. This Measure L Master Funding agreement between the parties for the period July 1, 2025 – June 30, 2030, was approved by the STANCOG Policy Board on May 21, 2025.

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NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

ARTICLE I: FUNDING ALLOCATIONS

1. This AGREEMENT authorizes the STANCOG to allocate the Point-to-Point Funds derived from the Measure L receipts to the RECIPIENT as described in the voter-approved Measure L Expenditure Plan and this AGREEMENT.

2. STANCOG shall remit Measure L funds to RECIPIENT on an annual basis in an amount equal to that set forth in RECIPIENT's Measure L Project Summary and budget, or other document approved by RECIPIENT's governing body, as approved by the STANCOG Policy Board, described in Article II below. The Measure L Funds received by RECIPIENT in any fiscal year shall not exceed the total amount of Measure L Funds received by STANCOG and allocated for Point-to-Point services as set forth in the Measure L Expenditure Plan.

ARTICLE II: FUNDING PREREQUISITES AND REQUIREMENTS

1. RECIPIENT shall annually submit to STANCOG:

a. A copy of RECIPIENT's adopted budget and Measure L Project Summary or other document adopted by RECIPIENT's governing board which identifies all programs and projects RECIPIENT intends to fund, either partially or in full, with Measure L funds and which identifies the corresponding Measure L funding and schedule for project delivery. If RECIPIENT amends its Measure L Project Summary, which may include an amendment to the Measure L funding or the program or project list, or other adopted document at any time during the year, it shall provide a copy of the amended Measure L Project Summary or other document to STANCOG within 15 business days of adoption by RECIPIENT's governing board.

i. Since STANCOG has designated RECIPIENT as the Consolidated Transportation Services Agency (CTSA) for the Stanislaus region, the STANCOG Policy Board shall annually review and approve RECIPIENT's Measure L Project Summary or other document prior to the distribution of Measure L funds.

ii. RECIPIENT may amend the Measure L funding schedule for individual projects or programs within the adopted Measure L Project Summary up to 20% or \$10,000, whichever is greater, of the identified Measure L Funding for each identified project or program without obtaining STANCOG Policy Board approval. The STANCOG Policy Board must approve any amendments that exceed the identified limits.

- b. Annual independent audit of all of RECIPIENT'S Measure L accounts which

audit shall be conducted at STANCOG's sole cost and expense. RECIPIENT shall comply with the schedule and reasonable requests of STANCOG's auditors to ensure timely and accurate completion of the annual audit.

- c. Any other documents or reports required to be submitted pursuant to this AGREEMENT and the adopted Measure L Policies and Procedures, as may be amended.

2. If RECIPIENT has submitted all required documents and reports, STANCOG will disburse Measure L funds to RECIPIENT consistent with this AGREEMENT and in accordance with the adopted Measure L Policies and Procedures. RECIPIENT will receive Measure L Funds based on the percentage allocations set forth in the Measure L Expenditure Plan and RECIPIENT's approved Measure L Project Summary.

3. If RECIPIENT fails to comply with one or more of the requirements set forth in this Article II, STANCOG may withhold payment of Measure L funds to RECIPIENT until full compliance is achieved.

4. Percentage allocations identified in the Measure L Expenditure Plan are not subject to change unless two-thirds of the voters of Stanislaus County approve an amendment to the allocations.

5. The Measure L Ordinance and Expenditure Plan provide fund usage and eligibility guidelines by allocation category and RECIPIENT acknowledges and agrees that it shall comply with the provisions of the Measure L Ordinance and Expenditure Plan. The Measure L Ordinance and Expenditure Plan, as may be amended, is hereby incorporated in its entirety into this AGREEMENT by reference.

6. The StanCOG Policy Board has adopted Measure L Policies and Procedures which contain additional fund usage and eligibility guidelines and RECIPIENT acknowledges and agrees that it shall comply with the provisions of the Measure L Policies and Procedures. The Measure L Policies and Procedures, as may be amended, are hereby incorporated in its entirety into this AGREEMENT by reference.

ARTICLE III: PAYMENTS AND EXPENDITURES

A. STANISLAUS COUNCIL OF GOVERNMENTS (STANCOG) DUTIES AND OBLIGATIONS

1. STANCOG shall remit to RECIPIENT its designated amount of Point-to-Point Funds in accordance with this AGREEMENT.

2. STANCOG will provide a quarterly report to its Board of Directors which shall include all Measure L revenues distributed to each Recipient.

3. STANCOG shall provide for an independent annual audit of its Measure L financial statements including revenues and expenditures.

4. STANCOG shall provide timely notice to RECIPIENT prior to conducting an audit of expenditures made by RECIPIENT to determine whether such expenditures are in compliance with this Agreement, the Measure L Ordinance and Expenditure Plan, and the Measure L Policies and Procedures.

5. STANCOG shall provide a report, at least quarterly, to standing committees and the Board of Directors of the 1% for the Public Awareness and Outreach Program which shall include an accounting of Measure L revenues and expenditures.

B. RECIPIENT'S DUTIES AND OBLIGATIONS

1. RECIPIENT shall expend all Measure L funds received in compliance with the Measure L Ordinance and Expenditure Plan, this AGREEMENT and the adopted Measure L Policies and Procedures.

2. RECIPIENT shall set up and maintain an appropriate system of accounts to report on Measure L funds received and spent. RECIPIENT must account for Measure L funds, including any interest received or accrued, separately for each program fund type, and from any other funds received from STANCOG. The accounting system shall provide adequate internal controls and audit trails to facilitate an annual compliance audit for each fund type and the respective usage and application of said funds.

3. RECIPIENT acknowledges and agrees that STANCOG and its representatives, agents and nominees shall have the absolute right at any reasonable time to inspect and copy any accounting records related to Measure L funds, except to the extent specifically prohibited by applicable law.

4. RECIPIENT shall cooperate with STANCOG and its auditors as they conduct an annual independent audit of all of RECIPIENT'S Measure L accounts which audit shall be conducted at STANCOG's sole cost and expense. RECIPIENT shall comply with the schedule and requests of STANCOG's auditors to ensure timely and accurate completion of the audit.

5. RECIPIENT agrees to provide STANCOG each fiscal year with an adopted copy of its budget and Measure L Project Summary or other document adopted by RECIPIENT'S

governing board which identifies all programs and projects containing a description of all the projects and tasks that Measure L funds will pay for over that fiscal year, schedule and cost information for each project in its entirety, and other funds that will match the Measure L allocation.

6. RECIPIENT hereby agrees to and accepts the formulas used in the allocation of Measure L, as reflected in the Measure L Expenditure Plan.

7. RECIPIENT agrees to comply with the reporting requirements set forth in this AGREEMENT and the adopted Measure L Policies and Procedures.

C. OTHER CONSIDERATIONS

1. **Transportation Purposes Only:** RECIPIENT shall use all Measure L funds solely for transportation purposes as defined by the Measure L Ordinance and Expenditure Plan. If RECIPIENT violates this provision, it must fully reimburse all misspent funds, including all interest which would have been earned thereon. The interest which would have been earned will be calculated using the current interest rate earned on local agency monies on deposit with Stanislaus County.

2. **Administrative and Staff Cost Limitations:** Direct costs associated with the delivery of programs and projects funded by Measure L, including direct staff costs and consultant costs, are eligible uses of Measure L funds, unless otherwise limited by the adopted Measure L Policies and Procedures.

a. In situations where RECIPIENT acts as the project manager, project sponsor or the lead agency for delivery of a regional project identified in the Measure L Expenditure Plan, RECIPIENT will be required to enter into a Cooperative Agreement for that regional project and the reimbursement of administrative and staff costs will be addressed pursuant to the terms of that Agreement.

b. STANCOG does not allow the reimbursement of indirect costs, unless the RECIPIENT submits an Indirect Cost Allocation Plan which may be considered by the Caltrans Independent Office of Audits and Investigations, on a case by case basis, for approval of the identified indirect costs. If the Indirect Cost Allocation Plan is approved by Caltrans, the approved plan shall be submitted to STANCOG to allow for reimbursement of those approved indirect costs. Notwithstanding the foregoing, the following items are not eligible for Measure L reimbursement: activities related to obtaining matching funds for a project, activities related to general Measure L administration (not specific to the project), education or preparation performed by the project manager/sponsor (e.g., presentation to Rotary, Kiwanis, Lions Clubs, etc.), activities related to another project (regional) not covered in a Cooperative Agreement, even if it is a Measure L project.

3. **CEQA:** All projects funded with Measure L funds will be required to complete appropriate California Environmental Quality Act (CEQA) and other environmental review as required.

ARTICLE IV: REPORTING REQUIREMENTS

A. REQUIREMENTS AND WITHHOLDING

RECIPIENT shall comply with each of the reporting requirements set forth in this Article IV. If RECIPIENT fails to comply with one or more of these requirements, STANCOG may withhold payment of further Measure L funds to RECIPIENT until full compliance is achieved.

1. RECIPIENT shall submit to STANCOG on a monthly basis:

a. Monthly revenue and expenditure reports which identify the Measure L revenue received and expended by RECIPIENT. All reports shall identify the revenue and expenses by project identified in RECIPIENT'S Measure L Project Summary or other document adopted by RECIPIENT'S governing board.

b. Monthly report of Measure L fund cash balances held by RECIPIENT.

2. RECIPIENT shall submit to STANCOG quarterly milestone reports which provides a narrative of the progress of all of RECIPIENT'S projects utilizing Measure L funding.

3. RECIPIENT shall, by September 30th of each year, document expenditure activities and report on the performance of Measure L funded activities through the annual program compliance reporting process, or through other STANCOG performance and reporting processes as may be requested, including but not limited to the annual performance report, annual program plan and planning monitoring reports. This report shall be provided to StanCOG and the Measure L Citizens Oversight Committee within 90 days of the end of each fiscal year.

4. RECIPIENT shall identify in all marketing materials each project or program funded in whole or in part by Measure L funds by identifying the project or program as being funded by Measure L revenues.

5. RECIPIENT shall provide current and accurate information on RECIPIENT'S website, to inform the public about how RECIPIENT is using Measure L funds. This information shall also be provided to STANCOG for posting on the Measure L website
<http://www.stanislausmeasurel.com>

6. RECIPIENT shall cooperate in a “Public Awareness Program”, in partnership with STANCOG as a means of ensuring that the public has access to information regarding which projects and programs are funded through Measure L funds.

7. RECIPIENT shall make its administrative officer or designated staff available upon request to render a report or answer any and all inquiries regarding RECIPIENT’s receipt, usage, and/or compliance audit findings regarding Measure L funds before the STANCOG Citizens Oversight Committee and/or Measure L Oversight Committee.

8. RECIPIENT agrees that STANCOG may review and/or evaluate all project(s) or program(s) funded pursuant to this AGREEMENT. This may include visits by representatives, agents or nominees of STANCOG to observe RECIPIENT’s project or program operations, to review project or program data and financial records, and to discuss the project with Recipient’s staff or governing board.

ARTICLE V: OTHER PROVISIONS

A. INDEMNITY BY RECIPIENT

Neither STANCOG, nor its governing body, elected officials, any officer, consultant, agent, or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by RECIPIENT in connection with the Measure L funds distributed to RECIPIENT pursuant to this AGREEMENT. It is also understood and agreed, pursuant to Government Code Section 895.4, RECIPIENT shall fully defend, indemnify and hold harmless STANCOG, its governing body, and all its officers, agents, and employees, from any liability imposed on STANCOG for injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by RECIPIENT in connection with the Measure L funds distributed to RECIPIENT pursuant to this AGREEMENT.

B. INDEMNITY BY STANCOG

Neither RECIPIENT, nor its governing body, elected officials, any officer, consultant, agent, or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by STANCOG under or in connection with any work, authority or jurisdiction delegated to STANCOG under this AGREEMENT. It is also understood and agreed, pursuant to Government Code Section 895.4, STANCOG shall fully defend, indemnify, and hold harmless RECIPIENT, and its governing body, elected officials, all its officers, agents, and employees from any liability imposed on RECIPIENT for injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by STANCOG under or in connection with any work, authority or jurisdiction delegated to STANCOG under this AGREEMENT.

C. JURISDICTION AND VENUE

The laws of the State of California will govern the validity of this AGREEMENT, its interpretation and performance, and any other claims to which it relates. All legal actions arising out of this AGREEMENT shall be brought in a court of competent jurisdiction in Stanislaus County, California and the parties hereto hereby waive inconvenience of forum as an objection or defense to such venue.

D. ATTORNEYS' FEES

Should it become necessary to enforce the terms of this AGREEMENT, the prevailing party shall be entitled to recover reasonable expenses and attorneys' fees from the other party.

E. TERM

The term of this AGREEMENT shall be from July 1, 2025 to June 30, 2030, unless amended in writing or a new Master Funding Agreement is executed between STANCOG and RECIPIENT.

F. SEVERABILITY

If any provision of this AGREEMENT is found by a court of competent jurisdiction or, if applicable, an arbitrator, to be unenforceable, such provision shall not affect the other provisions of the AGREEMENT, but such unenforceable provisions shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth in this AGREEMENT.

G. MODIFICATION

This AGREEMENT, and its Exhibits, as well as the referenced Measure L Ordinance and the Expenditure Plan, and the Policies and Procedures, constitutes the entire AGREEMENT, supersedes all prior written or oral understandings regarding Measure L funds. This AGREEMENT may only be changed by a written amendment executed by both parties.

H. CONFLICT OF OR INCONSISTENT TERMS

By:

Monica Streeter

Date

STANCOG General Counsel