



707 Randolph Street, Suite 100 • Napa, CA 94559-2912
Tel: (707) 259-8631
Fax: (707) 259-8638

Napa County Transportation and Planning Agency (NCTPA)

Board of Directors

AGENDA

Wednesday, April 18, 2012

1:30 p.m.

**NCTPA/NVTA Conference Room
707 Randolph Street, Suite 100
Napa CA 94559**

General Information

All materials relating to an agenda item for an open session of a regular meeting of the NCTPA Board of Directors are posted on our website at www.nctpa.net/m_a.cfm at least 72 hours prior to the meeting and will be available for public inspection, on and after at the time of such distribution, in the office of the Secretary of the NCTPA Board of Directors, 707 Randolph Street, Suite 100, Napa, California 94559, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., except for NCTPA holidays. Materials distributed to the present members of the Board at the meeting will be available for public inspection at the public meeting if prepared by the members of the NCTPA Board or staff and after the public meeting if prepared by some other person. Availability of materials related to agenda items for public inspection does not include materials which are exempt from public disclosure under Government Code sections 6253.5, 6254, 6254.3, 6254.7, 6254.15, 6254.16, or 6254.22.

Members of the public may speak to the Board on any item at the time the Board is considering the item. Please complete a Speaker's Slip, which is located on the table near the entryway, and then present the slip to the Board Secretary. Also, members of the public are invited to address the Board on any issue not on today's agenda under Public Comment. Speakers are limited to three minutes.

This Agenda shall be made available upon request in alternate formats to persons with a disability. Persons requesting a disability-related modification or accommodation should contact Karrie Sanderlin, NCTPA Board Secretary, at (707) 259-8631 during regular business hours, at least 48 hours prior to the time of the meeting.

This Agenda may also be viewed online by visiting the NCTPA website at www.nctpa.net, click on Minutes and Agendas – NCTPA Board or go to www.nctpa.net/bod-c/bod/curr-am.html

ITEMS

- 1. Call to Order – Chair Keith Caldwell
- 2. Pledge of Allegiance
- 3. Roll Call

Members:

Joan Bennett	City of American Canyon
Leon Garcia, Mayor	City of American Canyon
Michael Dunsford	City of Calistoga
Jack Gingles, Mayor	City of Calistoga
Jim Krider	City of Napa
Jill Techel, Mayor	City of Napa
Keith Caldwell, BOS Chair	County of Napa
Bill Dodd	County of Napa
Del Britton, Mayor	City of St. Helena
Peter White	City of St. Helena
Lewis Chilton	Town of Yountville
John F. Dunbar, Mayor	Town of Yountville
JoAnn Busenbark	Paratransit Coordinating Council

- 4. Public Comment
- 5. Chairperson, Board Members' and Metropolitan Transportation Commission (MTC) Update
- 6. Directors Update
- 7. Caltrans Update

8. **CONSENT ITEMS (8.1 – 8.6)**

- 8.1 Approval of First Amendment to Napa County Agreement No. 7018 for Napa County Green Business Program (Danielle Schmitz) *(Pages 8-12)* APPROVE

Board action will approve an Amendment to Napa County Agreement No. 7018 between NCTPA and the County of Napa for the Napa County Green Business Program.

- 8.2 Approval of Appointments to the Bicycle Advisory Committee (BAC) (Eliot Hurwitz) *(Pages 13-21)* APPROVE

Board action will approve the appointments of Michael Costanzo and Brett Risley to the BAC to fill two vacancies for at large representatives from Napa County.

- 8.3 Approval of Purchase and Sale Agreement No. NCTPA 12-04 between the Napa County Transportation and Planning Agency (NCTPA and the Town of Yountville (Antonio Onorato) *(Pages 22-39)* APPROVE

Board action will approve the agreement for the purchase of the Yountville Park and Ride Lot property in an amount not to exceed \$150,000.

- 8.4 Approval of Memorandum of Understanding (MOU) between the Napa County Transportation and Planning Agency (NCTPA) and the City of Calistoga (Tom Roberts) *(Pages 40-45)* APPROVE

Board action will approve a MOU with the City of Calistoga establishing the annual contribution for the operation of the Calistoga Shuttle.

- 8.5 Approval of Memorandum of Understanding (MOU) between the Napa County Transportation and Planning Agency and the Calistoga Tourism Business Improvement District (TBID) (Tom Roberts) *(Pages 46-52)* APPROVE

Board action will approve a MOU with the TBID establishing the annual contribution to for the operation of the Calistoga Shuttle.

- 8.6 Calistoga Shuttle Fare Decrease (Tom Roberts) *(Pages 53-54)* APPROVE

Board action will approve the fare decrease for the Calistoga Shuttle service.

9. **ADMINISTRATIVE ITEMS**

RECOMMENDATION

- 9.1 Human Resources Update (Karrie Sanderlin) INFORMATION/
ACTION

Human Resources will provide an update on (1) the Executive Director Recruitment process to date and (2) the extension of the Executive Director's last day in the office.

10. **PUBLIC HEARING**

TIME CERTAIN 1:40 PM

RECOMMENDATION

- 10.1 Public Hearing on the NCTPA FY 12/13 Budget, Approval of Resolution No. 12-12 Adopting the NCTPA FY 12/13 Budget, and Approval of Resolution No. 12-13 Authorizing the Filing with the Metropolitan Transportation Commission (MTC) for Allocation of Transit Development Act (TDA), State Transit Assistance (STA), and Regional Measure 2 (RM2) Funds (Antonio Onorato) *(Pages 55-67)*

APPROVE

Board action will (1) hold a Public Hearing on the NCTPA FY 12/13 Budget, (2) approve Resolution No. 12-12 adopting the NCTPA FY 12/13 budget, (3) authorize the submittal of a Transportation Development Act (TDA) claim in the amount of up to \$6,862,900, (4) approve Resolution No. 12-13 authorizing the filing with the MTC for allocation of TDA, STA, and RM2 funds, and (5) authorize the Executive Director, or designee, to sign any claims, applications or agreements.

- 10.2 Public Hearing on the Proposed VINE Transit Routes Service Redesign (Tom Roberts) *(Pages 68-71)*

APPROVE

Board action will (1) hold a Public Hearing on proposed VINE Transit Routes Service enhancements for the City of Napa, and (2) discuss, comment and provide feedback on proposed service redesign options for local bus routes in the City of Napa and the reconfiguration of Route 10.

11. **REGULAR AGENDA ITEMS**

RECOMMENDATION

- 11.1 Approval to Enter into the Subregional Delegation Agreement for the Napa County Subregion (Danielle Schmitz) *(Pages 72-81)*

APPROVE

Board action will authorize the Executive Director or designee to enter into the Delegation Agreement on behalf of the Napa County Subregion.

- 11.2 Approval of Resolution No. 12-10 Supporting Assembly Constitutional Amendment (ACA) 23 (Paul W. Price) (Pages 82-92) APPROVE

Board action will approve Resolution No. 12-10 supporting ACA 23, an Amendment to the California constitution lowering the voter threshold to 55 percent for local transportation sales tax measures.

- 11.3 Surface Transportation Program (STP) and Congestion Mitigation & Air Quality Improvement Program (CMAQ) Allocation Policy (Eliot Hurwitz) (Pages 93-95) APPROVE

Board action will adopt a policy on the allocation of STP/CMAQ funds in Napa County.

12. **INTERJURISDICTIONAL ISSUES FORUM** **RECOMMENDATION**

- 12.1 Interjurisdictional Issues Discussion Forum and Information Exchange INFORMATION/ACTION

Board Members are encouraged to share specific new projects with interjurisdictional impacts.

13. **CLOSED SESSION**

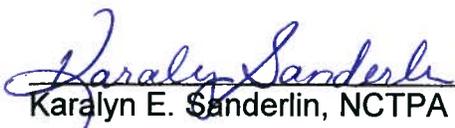
- 13.1 **PUBLIC EMPLOYEE PERFORMANCE EVALUATION** (Government Code Section 54957)

Title: Executive Director

14. **ADJOURNMENT** **RECOMMENDATION**

- 14.1 Approval of Meeting Date of May 16, 2012 and Adjournment APPROVE

I hereby certify that the agenda for the above stated meeting was posted at a location freely accessible to members of the public at the NCTPA offices, 707 Randolph Street Suite 100 Napa CA, by 5:00 p.m., Friday April 13, 2012.


Karalyn E. Sanderlin, NCTPA Board Secretary

Glossary of Acronyms

AB 32	Global Warming Solutions Act	MTS	Metropolitan Transportation System
ABAG	Association of Bay Area Governments	NCTPA	Napa County Transportation and Planning Agency
ADA	American with Disabilities Act	NEPA	National Environmental Policy Act
BAAQMD	Bay Area Air Quality Management District	NOC	Notice of Completion
AVAA	Abandoned Vehicle Abatement Authority	NOD	Notice of Determination
BART	Bay Area Rapid Transit District	NOP	Notice of Preparation
BATA	Bay Area Toll Authority	NVTA	Napa Valley Transportation Authority
BRT	Bus Rapid Transit	OBAG	One Bay Area Grant
Caltrans	California Department of Transportation	PCI	Pavement Condition Index
CEQA	California Environmental Quality Act	PDA	Priority Development Areas
CIP	Capital Investment Program	PMS	Pavement Management System
CMA's	Congestion Management Agencies	Prop. 42	Statewide Initiative that requires a portion of gasoline sales tax revenues be designated to transportation purposes
CMAQ	Congestion Mitigation and Air Quality Improvement Program	PSR	Project Study Report
CMP	Congestion Management Program	PTA	Public Transportation Account
CTC	California Transportation Commission	RACC	Regional Agency Coordinating Committee
EIR	Environmental Impact Report	RFP	Request for Proposal
FAS	Federal Aid Secondary	RFQ	Request for Qualifications
FHWA	Federal Highway Administration	RHNA	Regional Housing Needs Allocation
FTA	Federal Transit Administration	RM2	Regional Measure 2 (Bridge Toll)
FY	Fiscal Year	RTEP	Regional Transit Expansion Program
GHG	Greenhouse Gas	RTIP	Regional Transportation Improvement Program
HBP	Highway Bridge Program	RTP	Regional Transportation Plan
HBRR	Highway Bridge Replacement and Rehabilitation Program	SAFE	Service Authority for Freeways and Expressways
HIP	Housing Incentive Program	SAFETEA-LU	Safe, Accountable, Flexible, and Efficient Transportation Equity Act-A Legacy for Users
HOT	High Occupancy Toll	SCS	Sustainable Community Strategy
HOV	High Occupancy Vehicle	SHOPP	State Highway Operation and Protection Program
HR3	High Risk Rural Roads	SR	State Route
HSIP	Highway Safety Improvement Program	SRTS	Safe Routes to School
HTF	Highway Trust Fund	SOV	Single-Occupant Vehicle
IFB	Invitation for Bid	STA	State Transit Assistance
ITIP	State Interregional Transportation Improvement Program	STIP	State Transportation Improvement Program
JARC	Job Access and Reverse Commute	STP	Surface Transportation Program
LIFT	Low-Income Flexible Transportation	TMC	Transportation Control measure
LOS	Level of Service		
MPO	Metropolitan Planning Organization		
MTC	Metropolitan Transportation Commission		

Glossary of Acronyms

TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TDM	Transportation Demand Management Transportation Demand Model
TE	Transportation Enhancement
TEA	Transportation Enhancement Activities
TEA 21	Transportation Equity Act for the 21 st Century
TFCA	Transportation Fund for Clean Air
TIP	Transportation Improvement Program
TLC	Transportation for Livable Communities
TMP	Traffic Management Plan
TMS	Transportation Management System
TOD	Transit-Oriented Development
TOS	Transportation Operations Systems
VHD	Vehicle hours of Delay
VMT	Vehicle Miles Traveled



April 18, 2012
NCTPA Agenda Item 8.1
Continued From: New
Action Requested: APPROVE

NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter

TO: Board of Directors
FROM: Paul W. Price, Executive Director
REPORT BY: Danielle Schmitz, Associate Program Planner/Administrator
(707) 259-5968 / Email: dschmitz@ncpta.net
SUBJECT: Approval of First Amendment to Napa County Agreement No. 7018
for Napa County Green Business Program

RECOMMENDATION

That the NCTPA Board approve the First Amendment (Attachment 1) to Napa County Agreement No. 7018 between the County of Napa and NCTPA for the Napa County Green Business Program assistance.

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

In May of 2008 the County of Napa and NCTPA entered into an agreement for a part-time Green Business Coordinator provided by NCTPA to assist in the implementation of the Napa County Green Business Program. Since 2008 the program has evolved to include 93 certified businesses throughout the county.

The County of Napa and NCTPA would like to amend the scope of services of the Agreement to include all business types (including wineries) and to amend the per hour rate for the Green Business Program Coordinator from \$25.12/hour to \$33.63/hour. The maximum amount reimbursed under this Agreement has not changed and still remains up to \$20,000 dollars per year. Since 2008 the majority of winery certifications under the Green Business Program have been handled by the County of Napa Director of Environmental Management, Steve Lederer. Under the revised Agreement these responsibilities will be transferred to NCTPA Associate Program Planner/Administrator, Danielle Schmitz, who has been assisting with the program since 2008.

PROCEDURAL REQUIREMENTS

1. Staff Reports
2. Public Comments
3. Motion, Second, Discussion and Vote

FISCAL IMPACT

Is there a Fiscal Impact? No, the Green Business Program is already in the NCTPA Budget and the maximum contract amount has not changed (\$20,000).

CEQA REQUIREMENTS

The proposed action is not a project as defined in Section 15378 of the CEQA Guidelines, which define a project as an action which has the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change. Accordingly, no additional CEQA review is required at this time.

BACKGROUND AND DISCUSSION

NCTPA has provided a staff member (Danielle Schmitz) to assist in the implementation of the Napa County Green Business Program since 2008. The Green Business Program is a free, voluntary program that allows businesses to demonstrate their care for the environment by going above and beyond business as usual and implementing green practices into their operations. The Napa County Program is part of the Bay Area Green Business Program, managed regionally through the Association of Bay Area Governments (ABAG), and now with the passage of AB 913, is part of the California Green Business Network headed by the State Department of Toxic Substance Control.

Napa County has green certified businesses ranging from dentist offices to bicycle shops. Certification is good for three years and involves businesses making improvements in solid waste reduction and recycling, energy conservation, water conservation, and pollution prevention. Businesses certified through the program receive positive local press, Board of Supervisors Recognition, the use of green marketing materials, and a listing on the green business searchable directory at www.greenbusinessca.org.

NCTPA and the County of Napa would like to amend the current rate of the Green Business Coordinator from \$25.12/hour to \$33.63/hour and amend the scope of services to include all business types (including wineries). The maximum dollar amount of the Agreement has not been changed and remains up to \$20,000 dollars per year. This allots the Green Business Program Coordinator approximately 600 hours a year to work on the program. In the last fiscal year (FY 10-11) the Green Business Coordinator worked 602 hours and billed back the Program approximately \$15,000 dollars. Under the amended rate the maximum Agreement amount is expected to be rendered.

SUPPORTING DOCUMENTS

Attachments: (1) First Amendment to Napa County Agreement No. 7018

**FIRST AMENDMENT TO
NAPA COUNTY AGREEMENT NO. 7018**

THIS FIRST AMENDMENT to Napa County Agreement No. 7018 (“Agreement”) is made and entered into as of this ____ day of _____, 2012, by and between the COUNTY OF NAPA, a political subdivision of the State of California (hereinafter referred to as “COUNTY”), and the NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY, a joint powers agency, whose mailing address is 707 Randolph Street, Napa, CA 94559, hereinafter referred to as “CONTRACTOR”;

RECITALS

WHEREAS, COUNTY and CONTRACTOR have previously entered into Agreement 7018, effective May 6, 2008, under which CONTRACTOR markets, administers, and certifies applicants under the Napa County Green Business Program; and

WHEREAS, COUNTY and CONTRACTOR desire to amend the Agreement to update the scope of work and amend the amount of compensation to be paid to CONTRACTOR.

TERMS

NOW, THEREFORE, COUNTY and CONTRACTOR agree to amend the Agreement for a first time as follows:

1. This Amendment shall be effective as of July 1, 2012.
2. Paragraph 1 of the Agreement is amended to read in full as follows:

1. **Term of the Agreement.** The term of this Agreement shall commence on May 6, 2008 written and shall expire on June 30, 2015, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention).

3. Exhibit “A” of the Agreement is hereby replaced in its entirety with Exhibit “A-1” as set forth below.

**EXHIBIT “A-1”
SCOPE OF WORK**

CONTRACTOR shall provide an Associate Program Planner/Administrator or equivalent to assist in implementation of the Napa County Green Business Program. The services to be provided shall include:

- Assist with the marketing of the program;
- Assist with planning, organization, and coordination of a countywide program

- involving all member jurisdictions;
- Accept applications to the program and manage the Program database for Napa County;
- Provide assistance to applicants, conduct audits, and otherwise perform the functions required by the Green Business program.

The individual so assigned shall be approved by the Director of Environmental Management, but shall report directly to the Executive Director of CONTRACTOR. CONTRACTOR and the Director of Environmental Management, or their designees, shall hold meetings at least monthly to provide general direction to the assigned individual providing services under this Agreement.

4. Exhibit "B" of the Agreement is hereby replaced in its entirety with Exhibit "B-1" as set forth below.

EXHIBIT "B-1"
COMPENSATION

For services provided under this Agreement, CONTRACTOR shall be compensated at the following rate (limited to the agreement maximum):

Associate Program Planner/Administrator \$33.63 per hour

5. Except as set forth in Paragraphs 1 through 4 above, the original terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date first above written.

Napa County Transportation and Planning Agency

COUNTY OF NAPA, a political subdivision of the State of California

By _____
Paul Price, Executive Director

By _____
Keith Caldwell, Chairman
Napa County Board of Supervisors

"CONTRACTOR"

"COUNTY"

ATTEST: GLADYS I. COIL,
Clerk of the Board of Supervisors

By: _____

<p>APPROVED AS TO FORM NCTPA Legal Counsel</p>
<p>By: _____</p>
<p>Date: _____</p>

<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p>
<p>Date: _____</p>
<p>Processed by: _____</p>
<p>Deputy Clerk of the Board</p>

<p>APPROVED AS TO FORM Office of County Counsel</p>
<p>By: _____</p>
<p>Date: _____</p>



April 18, 2012
NCTPA Agenda Item 8.2
Continued From: New
Action Requested: **APPROVE**

NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter

TO: Board of Directors
FROM: Paul W. Price, Executive Director
REPORT BY: Eliot Hurwitz, Program Manager-Planning
(707) 259-8782 / Email: ehurwitz@ncpta.net
SUBJECT: Approval of Appointments to the Bicycle Advisory Committee (BAC)

RECOMMENDATION

That the NCTPA Board approve the appointments of Michael Costanzo and Brett Risley to the BAC to fill two vacancies for at large representatives from Napa County.

COMMITTEE RECOMMENDATION

None.

DISCUSSION

Michael Costanzo is an active local cyclist, executive director of NapaBike aka the Napa Bicycle Coalition, and an active current member of the BAC. He is being nominated for reappointment by Napa County. Brett Risely is the business representative for Napa County with the Sheet Metal Workers local 104, a member of the Eagle Cycling Club, NapaBike, the Land Trust, and an active volunteer in many local bike events.

PROCEDURAL REQUIREMENTS

1. Staff Report
2. Public Comment
3. Motion, Second, Discussion and Vote

FINANCIAL IMPACT

Is there a Fiscal Impact? No

CEQA REQUIREMENTS

The proposed action is not a project as defined in Section 15378 of the CEQA Guidelines, which define a project as an action, which has the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change. Accordingly, no additional CEQA review is required at this time.

BACKGROUND AND DISCUSSION

The Bicycle Advisory Committee is made up of eleven members with representation that mirrors the voting structure of NCTPA for transportation issues: five members from the City of Napa, two from Napa County and one from each of the other four Cites/Town.

Mr. Costanzo and Mr. Risley's appointments to the BAC fill vacancies left by the expiration of prior terms.

SUPPORTING DOCUMENTS

Attachment: (1) Michael Costanzo and Brett Risley BAC Applications



A Tradition of Stewardship
A Commitment to Service

**ATTACHMENT 1
Board Agenda Item 8.2
April 18, 2012**

RECEIVED

DEC 22 2011

COUNTY OF NAPA
EXECUTIVE OFFICE

County Executive Office

1195 Third Street, Suite 310
Napa, CA 94559
www.countyofnapa.org

Main: (707) 253-4421
Fax: (707) 253-4176

Nancy Watt
County Executive Officer

December 13, 2011

MICHAEL COSTANZO
3000 PALISADES ROAD
CALISTOGA CA 94515

Re: NCTPA Bicycle Advisory Committee

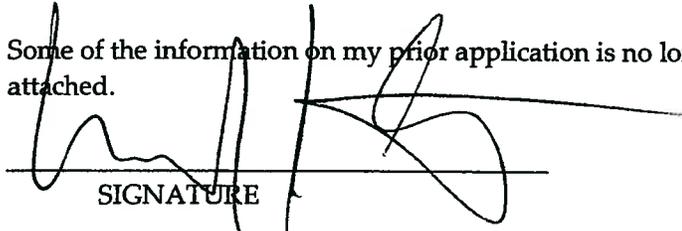
Dear Mr. Costanzo:

The term of your position representing the category of General Public representing Napa County on the Napa County Transportation Planning Agency Bicycle Advisory Committee expired on December 31, 2010.

If you wish to request reappointment, please check the boxes below, sign where indicated, and return this letter to the County Executive Office. When the letter has been returned, your name will be forwarded to the Board of Supervisors for consideration for reappointment to another two-year term, as you have been a valued member of the Napa County Transportation Planning Agency Bicycle Advisory Committee.

If any of the information on your last application for appointment has changed or is 5 years or older please contact the Napa County Executive's Office to obtain a new application, and submit the completed new application when returning this letter.

- Yes, I would like my name, this letter and application forwarded to the Board of Supervisors for possible reappointment to the Napa County Transportation Planning Agency Bicycle Advisory Committee for the term commencing immediately and expiring December 31, 2013.
- I confirm by signing below that all the information on my application is current; or
- Some of the information on my prior application is no longer correct. A new application is attached.


SIGNATURE

12/20/11
DATE

COUNTY EXECUTIVE OFFICE
1195 Third Street • Suite 310 • Napa, CA 94559 • (707) 253-4421
www.countyofnapa.org
FAX (707) 253-4176

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DEC 15 2011

eAFA

COUNTY OF NAPA
EXECUTIVE OFFICE



A Tradition of Stewardship
A Commitment to Service

County Executive Office
1195 Third Street, Room 310
Napa, CA 94559-3082
(707) 253-4421 FAX (707) 253-4176

**APPLICATION FOR APPOINTMENT TO
BOARD, COMMISSION, COMMITTEE OR TASK FORCE**

PLEASE TYPE OR PRINT (Complete pages 1 through 3)

*Application for Appointment to: (Name of Board, Commission, Committee or Task Force)

NCTPA Bicycle Advisory Committee

*Category of membership for which you are applying:
(This information can be found on the news release announcing the opening.
You may apply for more than one category if more than one position is open.)

General Public

*Supervisorial District in which you reside:

Diane Dillon

*Full Name

Michael J Costanzo

Date

12/15/2011

*Current Occupation (within the last twelve (12) months):

Executive Director, Napa County Bicycle Coalition

Current License (Professional or Occupational); Date of issue and/or expiration including status:

Education/Experience: (A resume may be attached containing this and any other information that would be helpful to the Board in evaluating your application.)

MA Education
2 years as director of cycling advocacy organization
4 years as bicycle retailer
Co-founder software startup
17 years project management and operations management in consulting firm

Community participation (nature of activity and community location):

3 years on NCTPA Bicycle Advisory Committee
8 years on Calistoga Bicycle Advisory Committee - Currently Chairman

Other County Board/Commission/Committee on which you serve/have served:

* Denotes Mandatory Entry Required

Application for Appointment to: *(Name of Board, Commission, Committee or Task Force)***NCTPA Bicycle Advisory Committee**

Names, addresses and phone numbers of three (3) individuals familiar with your background:

*Name

Bob Fiddaman

*Name

Dieter Deiss

*Address

Cedar Street

*Address

3000 Palisades Road

*City

Calistoga

*State *Zip Code

CA**94515**

*City

Calistoga

*State *Zip Code

CA**94515**

*Telephone

(707) 249-1661

*Telephone

(707) 942-5270

*Name

Donald Cuesta

*Address

1544 Wabasso Way

*City

Glendale

*State *Zip Code

CA**91208**

*Telephone

(818) 388-9896

Name and occupation of spouse within the last 12 months, if married (for Conflict of Interest purposes):

Susanne Deiss-Costanzo - Executive Assistant

*Please explain your reasons for wishing to serve and, in your opinion, how you feel you could contribute:

I believe improving cycling infrastructure and education is essential to creating a safe cycling environment, which will generate significant improvements in quality of life for residents of Napa County. I further believe that investments in cycling safety return rewards for the community far out of proportion to the costs. Working as a bicycle advocate for the past two years has shown me that this is true around the country; I want to continue working on the BAC team to help Napa County realize the benefits of bicycling, including reduced traffic congestion, a healthier population, and a more robust economy by becoming known as preferred cycling destination for tourists.

Application for Appointment to: *(Name of Board, Commission, Committee or Task Force)*

NCTPA Bicycle Advisory Committee

APPLICANTS APPOINTED BY THE BOARD OF SUPERVISORS WILL BE REQUIRED TO TAKE AN OATH OF OFFICE.

PLEASE NOTE THAT APPOINTEES MAY BE REQUIRED BY STATE LAW AND COUNTY CONFLICT OF INTEREST CODE TO FILE FINANCIAL DISCLOSURE STATEMENTS.

All applications will be kept on file for one year from the date of application

PERSONAL INFORMATION

The following information is provided in confidence to the extent that it will not be posted on the Internet, but may be used by the Board of Supervisors when making the appointment, or be used by the committee/commission/board/task force following appointment for purposes of communicating with the appointee.

Full Name

Michael J Costanzo

*e-mail Address

michaeljcostanzo@gmail.com

*Home Address

3000 Palisades Road

*Work Address

3379 Solano Avenue, # 1700

*City

Callstoga

State

CA

*Zip Code

94515

*City

Napa

State

CA

Zip Code

94515

*Telephone

(707) 484-0712

Telephone

(707) 812-1770

Blank Field



A Tradition of Stewardship
A Commitment to Service

County Executive Office
1195 Third Street, Room 310
Napa, CA 94559-3082
(707) 253-4421 FAX (707) 253-4176

RECEIVED

DEC 27 2011

eAFA

COUNTY OF NAPA
EXECUTIVE OFFICE

APPLICATION FOR APPOINTMENT TO BOARD, COMMISSION, COMMITTEE OR TASK FORCE

PLEASE TYPE OR PRINT (Complete pages 1 through 3)

*Application for Appointment to: (Name of Board, Commission, Committee or Task Force)

Napa County Transportation Planning Agency (NCTPA) Bicycle Advisory Committee

*Category of membership for which you are applying:
*(This information can be found on the news release announcing the opening.
You may apply for more than one category if more than one position is open.)*

General Public

*Supervisorial District in which you reside:

District 1

*Full Name

Brett L. Risley

Date

12/21/2011

*Current Occupation (within the last twelve (12) months):

Business Representative for Napa & Solano Counties with the Sheet Metal Workers' Local Union No.104

Current License (Professional or Occupational); Date of issue and/or expiration including status:

Education/Experience: *(A resume may be attached containing this and any other information that would be helpful to the Board in evaluating your application.)*

K thru 12 Napa High School 1980, 4 years at the Sheet Metal Workers' Apprenticeship Trade School 1987, Studied at the National Labor Collage 2009 & 2010, 30 years of Life Experience's.

Community participation (nature of activity and community location):

Member of Eagle Cycling Club, Member of the Napa Bicycle Coalition, Member of the Land Trust of Napa County, Volunteered for the World Cup Mountain Bike Races at Skyline Park and Domaine Chandon, Volunteered as a race official at Napa Valley BMX from 1996 thur 2002 while my son raced for the local BMX team.

Other County Board/Commission/Committee on which you serve/have served:

Currently on the Napa County Work Force Investment Board (WIB)

* Denotes Mandatory Entry Required

Application for Appointment to: (Name of Board, Commission, Committee or Task Force)

Napa County Transportation Planning Agency (NCTPA) Bicycle Advisory Committee

Names, addresses and phone numbers of three (3) individuals familiar with your background:

*Name

Lou Penning

*Name

Jim Asbury

*Address

1016 Fabila Drive

*Address

722 Soscol Ave.

*City

Napa

*State

CA

*Zip Code

94558

*City

Napa

*State

CA

*Zip Code

94558

*Telephone

(707) 224-6923

*Telephone

(707) 255-1811

*Name

Mark Lucas

*Address

2376 Stonehouse Drive

*City

Napa

*State

CA

*Zip Code

94558

*Telephone

(707) 224-8873

Name and occupation of spouse within the last 12 months, if married (for Conflict of Interest purposes):

Lydia Risley, Hairstylist in Napa

*Please explain your reasons for wishing to serve and, in your opinion, how you feel you could contribute:

As a Napa Native since 1962 I believe I have a good understanding of Napa and Napa County, I have been married for 25 years now and our son is in collage I believe I now have the time to try and help the community I have lived in for the last 49 years. I have worked in Napa my whole life 28 years for a local contractor Bell Products, Inc. and the last 3 years as a Business Representative for Napa & Solano Counties with the Sheet Metal Workers' my job has provided a good avenue to have a working relationship with elected officials in the area which I believe can be a good asset to this committee. I have been a cyclist for over 30 years and wish to try and help the community become a model for bike friendly communities and it would be great thing to see the bike trail completed from Napa to Calistoga (as it is off to a good start) and I would like to be a part of helping to accomplish that.

Application for Appointment to: *(Name of Board, Commission, Committee or Task Force)*

Napa County Transportation Planning Agency (NCTPA) Bicycle Advisory Committee

APPLICANTS APPOINTED BY THE BOARD OF SUPERVISORS WILL BE REQUIRED TO TAKE AN OATH OF OFFICE.

PLEASE NOTE THAT APPOINTEES MAY BE REQUIRED BY STATE LAW AND COUNTY CONFLICT OF INTEREST CODE TO FILE FINANCIAL DISCLOSURE STATEMENTS.

All applications will be kept on file for one year from the date of application

PERSONAL INFORMATION

The following information is provided in confidence to the extent that it will not be posted on the Internet, but may be used by the Board of Supervisors when making the appointment, or be used by the committee/commission/board/task force following appointment for purposes of communicating with the appointee.

Full Name

Brett L. Risley

*e-mail Address

brisley80@gmail.com

*Home Address

1431 Pine Street

*Work Address

610 E. Washington St. Ste. C

*City

Napa

State

CA

*Zip Code

94559

*City

Petaluma

State

CA

Zip Code

94952

*Telephone

(707) 224-8407

Telephone

(707) 763-6676

Please Read!



April 18, 2012
NCTPA Agenda Item 8.3
Continued From: New
Action Requested: **APPROVE**

NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter

TO: Board of Directors
FROM: Paul W. Price, Executive Director
REPORT BY: Antonio Onorato, Program Manager-Finance
(707) 259-8779 / Email: anonorato@nctpa.net
SUBJECT: Approval of Purchase and Sale Agreement No. NCTPA 12-04
between the Napa County Transportation and Planning Agency
(NCTPA and the Town of Yountville)

RECOMMENDATION

That the NCTPA Board (1) authorize the Chair to execute a real estate purchase agreement, No NCTPA 12-04 (Attachment 1), with the Town of Yountville in the same form as attached hereto, for the purchase of an approximate 6,000 square foot parcel of property for a Park and Ride (PNR) site located at the southeast corner of Solano Avenue and California Drive, south of California Drive and located between the railroad right of way and Solano Avenue in the Town of Yountville for \$150,000 and (2) execute all document including the final real estate purchase contract and conveyance document(s) necessary to effectuate the land purchase.

COMMITTEE RECOMMENDATION

None.

EXECUTIVE SUMMARY

Staff is recommending the Chair execute of a real estate purchase contract (Attachment 1) with the Town of Yountville in the same form as attached hereto, for the purchase of an approximate 6,000 square foot parcel of property located at the southeast corner of Solano Avenue and California Drive in the Town of Yountville.

After the purchase of the parcel, the PNR lot will undergoes some improvements to the facility including new asphalt and paint stripping. The Town of Yountville and NCTPA identified this site as a location for the PNR Facility several years ago and have been coordinating efforts to purchase the site. The Town of Yountville has agreed to the sale of the property for \$150,000 based on an appraisal undertaken by the NCTPA.

The Park and Ride lot is intended to create additional travel options for motorists. The Park and Ride lot promotes rideshare, carpooling, vanpooling and transit use.

PROCEDURAL REQUIREMENTS

1. Staff Report
2. Public Comments
3. Motion, Second, Discussion and Vote

FINANCIAL IMPACT

Is there a fiscal impact? Yes. \$150,000

Is it Currently Budgeted? Yes.

Where is it budgeted? FY 11/12 capital budget in fund 2100.

Is it Mandatory or Discretionary? Discretionary

Future Fiscal Impact: No. However, improvements to the park and ride are expected to cost up to \$50,000. The Metropolitan Transportation Commission (MTC) Regional Measure 2 (RM2) grant funds have been programmed and will pay for the purchase and improvements.

Consequences if not approved: The Town of Yountville would retain possession of the Park and Ride lot.

ENVIRONMENTAL DETERMINATION

The proposed action is not a project as defined in Section 15378 of the CEQA Guidelines, which define a project as an action, which has the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change. Accordingly, no additional CEQA review is required at this time.

BACKGROUND AND DISCUSSION

NCTPA has been actively working toward the development of a permanent PNR lot on this site for a number of years. A "temporary" park and ride lot currently exists on the site. NCTPA contracted for an independent appraisal of the property which indicated a value of \$150,000. The Town of Yountville has agreed to sell this parcel of land to NCTPA for \$150,000. A title search and report has been ordered as part of the purchase and to ensure no clouds are on the title to the property. Once purchased, NCTPA will improve the property. Improvements to the facility include repaving the site and re-stripping.

After the purchase, NCTPA will begin the process of working with the County of Napa to have the lot properly recorded with the County by receiving an Assessor's Parcel Number (APN).

The PNR lot will play an important role in addressing the area's projected "growing pains" and builds upon the significant recent successes of the region's public transit system. In a region of population growth, the NCTPA forecasts an increase of over 100% in auto travel times and a 50% increase in vehicle miles traveled over the course of 25 years. The PNR lot will help to steer that trajectory in a more efficient and sustainable direction by enhancing access to the Yountville Trolley and VINE Transit bus service.

SUPPORTING DOCUMENT

- Attachments:
- (1) Purchase and Sale Agreement No. NCTPA 12-04
 - (2) Grant Deed
 - (3) Certificate of Acceptance – Grant Deed
 - (4) Legal Description – November 22, 2011
 - (5) Exhibit B – Plat Map

**PURCHASE AND SALE AGREEMENT
NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY
AGREEMENT NO. NCTPA 12-04**

TOWN OF YOUNTVILLE AGREEMENT NO. _____

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is entered into as of the _____ day of _____, 2012, by and between the TOWN OF YOUNTVILLE (hereinafter referred to as "GRANTOR") and the NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY, a Joint Powers Agency of the State of California (hereinafter referred to as "GRANTEE");

RECITALS

WHEREAS, GRANTOR owns certain real property, including all improvements located thereon, located in the Town of Yountville, County of Napa, State of California, and more particularly known as Assessor's Parcel Number(s): _____ on the Napa County Assessor's Maps in effect on the date first above written; and

WHEREAS, GRANTEE desires to purchase and GRANTOR is willing to sell and convey to GRANTEE for the price and under the terms and conditions specified herein, fee title to APN: _____ identified in Exhibits "A" and "B" attached hereto and incorporated by reference herein ("the Property"); and

WHEREAS, to accomplish the foregoing desires of GRANTOR and GRANTEE the parties desire to enter into this Agreement for purchase and sale of the Property under the terms and conditions set forth herein below;

TERMS

NOW, THEREFORE, in consideration of the promises set forth herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GRANTOR and GRANTEE agree as follows:

1. Entire Agreement

This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof. The performance of this Agreement constitutes the entire consideration for the conveyance of the Property.

2. GRANTEE shall:

A. Prior to the close of escrow, deposit the sum of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) for the Property, as improved and

identified in Exhibits "A" and "B" to the following title company: North American Title Company, hereinafter referred to as "Title Company", for the account of the GRANTOR, Escrow No. _____, conditioned upon the Property vesting in GRANTEE free and clear of all liens, leases, encumbrances, recorded or unrecorded, assessments and taxes and all restrictions of record identified in the Preliminary Title Report relating to the Property issued by North American Title Company of Napa bearing the above escrow number and dated _____, 2012. Clearing of any title exceptions not acceptable to GRANTEE shall be the responsibility of GRANTOR. This responsibility shall include, but not be limited to, securing releases, quitclaim deeds, affidavits, or any other form of release determined to be necessary by the Title Company performing the escrow, and shall be a condition precedent to close of escrow. In the event there are any additional title exceptions in updated title reports, GRANTOR shall have the same responsibility as above to clear any title exceptions not acceptable to GRANTEE.

B. Pay all escrow, recording and title insurance charges, if any, incurred in this transaction.

C. Have the authority to deduct and pay from the amount shown in (A), above, any amount necessary to satisfy any liens, bond demands and delinquent taxes due in any year except the year in which the escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid non-delinquent assessments, which may have become a lien at the close of escrow. Current taxes, if unpaid, shall be segregated and prorated as of the close of escrow and paid from the amount shown in Paragraph 2(A), herein. Close of escrow for this transaction shall be contingent upon the Title Company receiving deeds of reconveyance from any deed of trust or mortgage holder trustees and beneficiaries.

3. GRANTOR shall:

Prior to the close of escrow, deposit in the escrow account designated in Paragraph 2(A) herein, a grant deed suitable for recordation, samples attached hereto and incorporated by reference herein as Exhibit 1, conveying from GRANTOR to GRANTEE fee simple to the Property described in Exhibits "A" and "B".

4. Payment of Deed of Trust.

If the Property is secured by a mortgage(s) or deed(s) of trust, GRANTOR shall be responsible for payment of any demand under authority of said mortgage or deed of trust out of GRANTOR'S proceeds. Such amounts may include, but not be limited to, payments of unpaid principal and interest.

5. Escrow Instructions.

GRANTOR hereby authorizes GRANTEE to direct the Title Company to prepare and file escrow instructions in accordance with this Agreement on behalf of both parties.

6. Hazardous Materials.

A. To the best of GRANTOR'S knowledge, (1) no hazardous materials (as defined herein) have been generated, treated, stored, deposited, disposed of or

released on the Property or within any surface or subsurface waters thereof; (2) no underground tanks have been located thereon; (3) there are no substances or conditions in or on such areas which may support a claim, cause of action or liability under any hazardous materials laws (as defined herein) or to any third party; and (4) GRANTOR has disclosed to GRANTEE all information, records, and studies maintained by GRANTOR in connection with the Property concerning Hazardous Materials.

B. As used herein, "Hazardous Materials Laws" means any and all federal, state or local laws, ordinances, rules, decrees, orders, regulations or court decisions relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under or about the Property, or soil or groundwater conditions, including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the California Hazardous Waste Control Act and the Carpenter-Presley-Tanner Hazardous Substance Account Act, Cal. Health & Safety Code Section 25100, et seq., and Section 25300, et seq., the Safe Drinking Water and Toxic Enforcement Act, Cal. Health & Safety Code Section 25249.5, et seq., the Porter-Cologne Water Quality Control Act, Cal. Water Code Section 13000, et seq., and any amendments to, and regulations implementing, the foregoing.

C. As used herein, "Hazardous Materials" means substances which are flammable, explosive, asbestos, radioactive or toxic, and any substances defined or regulated as hazardous substances, hazardous materials, toxic substances or hazardous waste under any Hazardous Materials Laws.

D. Prior to the close of escrow, GRANTEE may obtain at GRANTEE'S cost a report ("Environmental Assessment") by a qualified consultant or consultants ("Consultants") on the presence or absence on the Property of any contamination thereon by Hazardous Materials. The Environmental Assessment may include:

- (i) a site inspection;
- (ii) review of public records concerning Assessor's Parcel Number and other properties in the vicinity;
- (iii) review of aerial photographs, if available and deemed appropriate, of the Property and surrounding areas and evidence of historic land uses; and
- (iv) soil sampling and testing.

The Environmental Assessment may be performed at any time or times, except that entry upon the Property shall be on reasonable notice, and under reasonable conditions established by GRANTOR which do not impede the performance of the Environmental Assessment.

E. GRANTOR shall cooperate with the Consultants and shall supply to the Consultants such historical and operational information pertaining to the Property as

may be in GRANTOR'S possession and reasonably necessary to Consultant's evaluation.

F. It is understood that the property being acquired in this transaction may contain Hazardous Materials requiring mitigation under "Hazardous Materials Laws" to protect the public health. The acquisition costs reflect the fair market value of the Property without the presence of contamination. If site cleanup is required on the Property, the GRANTEE may unilaterally take one or both of the following actions:

- (i) terminate this Agreement by delivering written notice thereof to GRANTOR at any time prior to the close of escrow.
- (ii) elect to exercise its right to pursue the responsible parties to recover clean-up costs from those who caused or contributed to the Hazardous Materials contamination on, in or under the property. This right shall survive the close of escrow.

7. No Leases.

GRANTOR warrants that there are no oral or written leases on all or any portion of the Property exceeding a period of one month, and GRANTOR further agrees to hold GRANTEE harmless and reimburse GRANTEE for any and all of its losses and expenses occasioned by reason of any lease of the Property held by any tenant of GRANTOR for a period exceeding one month.

8. Quitclaim Deeds.

As a condition precedent to approval of this Agreement by GRANTEE'S governing board or authorized designee, Quitclaim Deeds or similar releases sufficient to clear from the Property any possessory rights will be required. It shall be the GRANTOR'S responsibility to secure said Quitclaim Deeds or releases. GRANTEE agrees to assist GRANTOR in securing said Quitclaim Deeds or releases.

9. Integrity of Property.

Except as otherwise provided herein or by express written permission granted by GRANTEE, GRANTOR shall not, after the date of execution of this Agreement and the close of escrow, alienate, lien, encumber or other transfer the Property or any portion thereof or allow the same to occur, cause or allow any physical changes on the Property, or enter into an lease or contract with respect to the Property or any portion thereof which would survive the close of escrow and impair GRANTEE'S use of the Property. GRANTOR shall maintain the Property in its current condition and shall make, at GRANTOR'S expense, all repairs necessary to maintain the Property in such a condition.

10. Casualty or Loss.

If, prior to the close of escrow, GRANTOR becomes aware that all or any material portion of the Property has been destroyed, or substantially damaged, GRANTOR shall promptly give GRANTEE written notice of the event, and GRANTEE, at its option, may, on or before the close of escrow, elect to terminate this Agreement by

giving GRANTOR written notice of termination, in which event the parties shall be relieved and released of and from any further duties, obligations, rights, or liabilities hereunder. If GRANTEE elects to complete the transactions contemplated in this Agreement, the Agreement shall remain in full force and effect and the purchase contemplated herein shall be consummated with no further adjustment or modification, and at the close of escrow, GRANTOR shall assign, transfer, and set over to GRANTEE all of the right, title, and interest of GRANTOR in and to any insurance proceeds resulting from any casualty or any awards that have been or may thereafter be made. Such set-over may be made at close of escrow by crediting the amounts of any such proceeds and/or awards against the amounts payable by GRANTEE for the Property under this Agreement.

11. Further Assurances.

The parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the parties.

12. Gender, Number.

As used herein, the singular shall include the plural and the masculine shall include the feminine, wherever the context so requires.

13. Interpretation.

The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

14. Venue.

This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

15. Modification, Waiver.

No modification, waiver, amendment or discharge of this Agreement shall be valid unless the same is in writing and signed by both parties.

16. No Other Inducement.

The making, execution and delivery of this Agreement by the parties hereto has been induced by no representations, statements, warranties or agreements other than those expressed herein.

17. Severability.

If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall be severable and shall not be affected thereby, and each of the remaining terms, provisions, covenants or conditions of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

18. Specific Performance and Other Remedies.

The parties understand that the interests and rights being conveyed by this Agreement are unique and for that reason, among others, the parties will be irreparably damaged in the event that this Agreement is not specifically enforced. Accordingly, in the event of any controversy concerning the obligations under this Agreement, such obligation shall be enforceable by a decree of specific performance or by injunction. Such remedies and all other rights and remedies set forth herein shall be cumulative and not exclusive, and shall be in addition to any and all other remedies which the parties may have hereunder at law or in equity.

19. Successors.

All terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.

20. Time.

Time is of the essence of each provision of this Agreement. All periods of time referred to in this Agreement shall include Saturdays, Sundays and state or national holidays, unless the period of time specifies business days, provided that if the date or last date to perform any act or give any notice or approval shall fall on a Saturday, Sunday or state or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or state or national holiday.

21. Waiver.

The waiver by one party of the performance of any term, provision, covenant or condition shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of any other term, provision, covenant or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.

22. Attorney's Fees.

Should any litigation be commenced between the parties to this Agreement concerning the sale or the rights or duties of the parties in relation thereto, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be provided by this Agreement, to a reasonable sum as and for attorney's fees in such

litigation, or in a separate action brought for that purpose. Such litigation shall be brought in the Superior Court of California, County of Napa.

23. Notices.

All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of delivery if served personally on the party to whom notice is to be given, or if mailed, five (5) days after mailing by first class mail, registered or certified mail, postage prepaid, and properly addressed as follows. Any party may change its address for purposes of this section by giving the other parties written notice of the new address in the manner set forth above.

GRANTEE: Napa County Flood Transportation and Planning Agency
707 Randolph Street, Suite 100
Napa, CA 94559
Attention: Executive Director

GRANTOR: Town of Yountville
6550 Yount Street
Yountville, CA 94599
Attention:

24. No Real Estate Commissions.

Each party represents and warrants to the other that it has not engaged or dealt with any broker or finder in connection with this transaction, has not acted in a way that would entitle any such brokers or finders to any commission, and it shall defend, indemnify and hold the other party harmless from all claims, losses, damages, costs and expenses, including reasonable attorneys' fees, arising from or related to any assertion by any broker or finder contrary to the foregoing representations and warranties where the same is based upon the acts or alleged acts of the indemnifying party.

25. Facsimile & Counterpart Copies of Agreement Valid and Binding for Preliminary Purpose. GRANTEE and GRANTOR agree that any facsimile copy of this Agreement or counterpart copies, including all attachments, signatures and initials appearing thereon shall be valid and binding on GRANTOR for purposes of presentation of the Agreement to GRANTEE'S governing board for approval, but that all such copies shall be replaced prior to close of escrow by a fully executed original which shall be delivered to and kept in the official records of GRANTEE.

26. Approval of GRANTEE.

GRANTOR understands that this Agreement is subject to the approval of GRANTEE'S Board or authorized designee and that this Agreement shall have no force or effect unless and until such approval has been obtained.

27. Authority to Sign.

GRANTOR and the signatories for GRANTOR represent and warrant that GRANTOR'S signatories to this Agreement are authorized to enter into this Agreement and that no other authorizations are required to implement this Agreement on behalf of GRANTOR. The parties agree that written evidence of such authorization shall be submitted by each party to the other party prior to the close of escrow.

28. Counterparts Signature.

This Agreement may be executed in counterparts, each of which shall be an original, but all counterparts shall constitute one agreement.

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

GRANTEE:

NAPA COUNTY TRANSPORTATION
AND PLANNING AGENCY,
a Joint Powers Agency of the State of California

GRANTOR:

TOWN OF YOUNTVILLE,
A Political Subdivision of the State
of California

By: _____
KEITH CALDWELL,
Chairperson of the Board of Directors

By: _____
Date: _____

ATTEST: Karalyn Sanderlin
Secretary of the Board

By: _____

By: _____

APPROVED AS TO FORM
ROBERT WESTMEYER, Agency Counsel

Date: _____

By: _____

Date: _____

NO OBLIGATION OTHER THAN SET FORTH HEREIN WILL BE RECOGNIZED

**EXHIBIT A
LEGAL DESCRIPTION**

DRAFT

**EXHIBIT B
PLAT**

DRAFT

EXHIBIT 1
GRANT DEED

DRAFT

Recording Requested By

Napa County Transportation and
Planning Agency

AND WHEN RECORDED MAIL TO:

Name Napa County Transportation and Planning
Agency

Street 707 Randolph Street, Suite 100

Address

City & Napa, CA 94559

State

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

A.P.N: XXXXXXXXXXXXXXXX

The undersigned grantor (s) declare (s):

Documentary transfer tax is \$ _____ City transfer tax is \$ NONE
(X) computed on full value of property conveyed, or
() computed on full value less value of liens and encumbrances remaining at time of sale.
() Unincorporated area: (X) Town of Yountville, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Town of Yountville hereby GRANT(s) to Napa County Transportation and Planning Agency

the following described real property in the County of Napa, State of California:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT " A " AND MADE A PART HEREOF

Dated

STATE OF CALIFORNIA)SS.
COUNTY OF NAPA)

Town of Yountville

On _____ before me,
the undersigned notary public, personally appeared

By: _____

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

(This area for official notarial seal)

**MAIL TAX STATEMENTS TO:
SAME AS ABOVE**

#4560
November 22, 2011

LEGAL DESCRIPTION

All that certain parcel of land, lying in the Town of Yountville, State of California, more particularly described as follows:

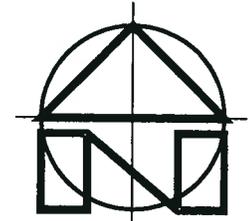
Commencing at the northeast corner of the tract of land described in the relinquishment deed to the Town of Yountville, recorded October 5, 1966 in Book 754 of Official Records at Page 820, Napa County Records, said point being on the southwestern line of the Wine Train railroad; thence along said southwestern line, southeasterly along a nontangent curve to the left, the center of which bears North 50° 07' 05" East, having a radius of 2884.82 feet through a central angle of 0° 13' 00" an arc length of 10.90 feet to a point distant 2.0 feet northwesterly from an existing post and rail fence, said point being the True Point of Beginning and having a coordinate value of N = 1906675.90 feet and E = 6458611.75 feet, California Coordinate System, Zone 2, NAD 83; thence continuing along said southwestern line of railroad, along said curve to the left having a radius of 2884.82 feet through a central angle of 3° 06' 26" an arc length of 156.45 feet; thence leaving said southwestern line South 28° 17' 33" West 26.94 feet; thence North 58° 29' 39" West 93.22 feet; thence along a curve to the right having a radius of 164.00 feet through a central angle of 14° 42' 58" an arc length of 42.12 feet; thence along a compound curve to the right having a radius of 68.41 feet through a central angle of 36° 32' 20" an arc length of 43.63 feet; thence parallel with, and distant 2.0 feet northwesterly of said existing post and rail fence, North 55° 47' 52" East 47.71 feet to the True Point of Beginning.

Containing 7732 s.f. of land.

Bearings for this description are based on the California Coordinate System, Zone 2, NAD 83.



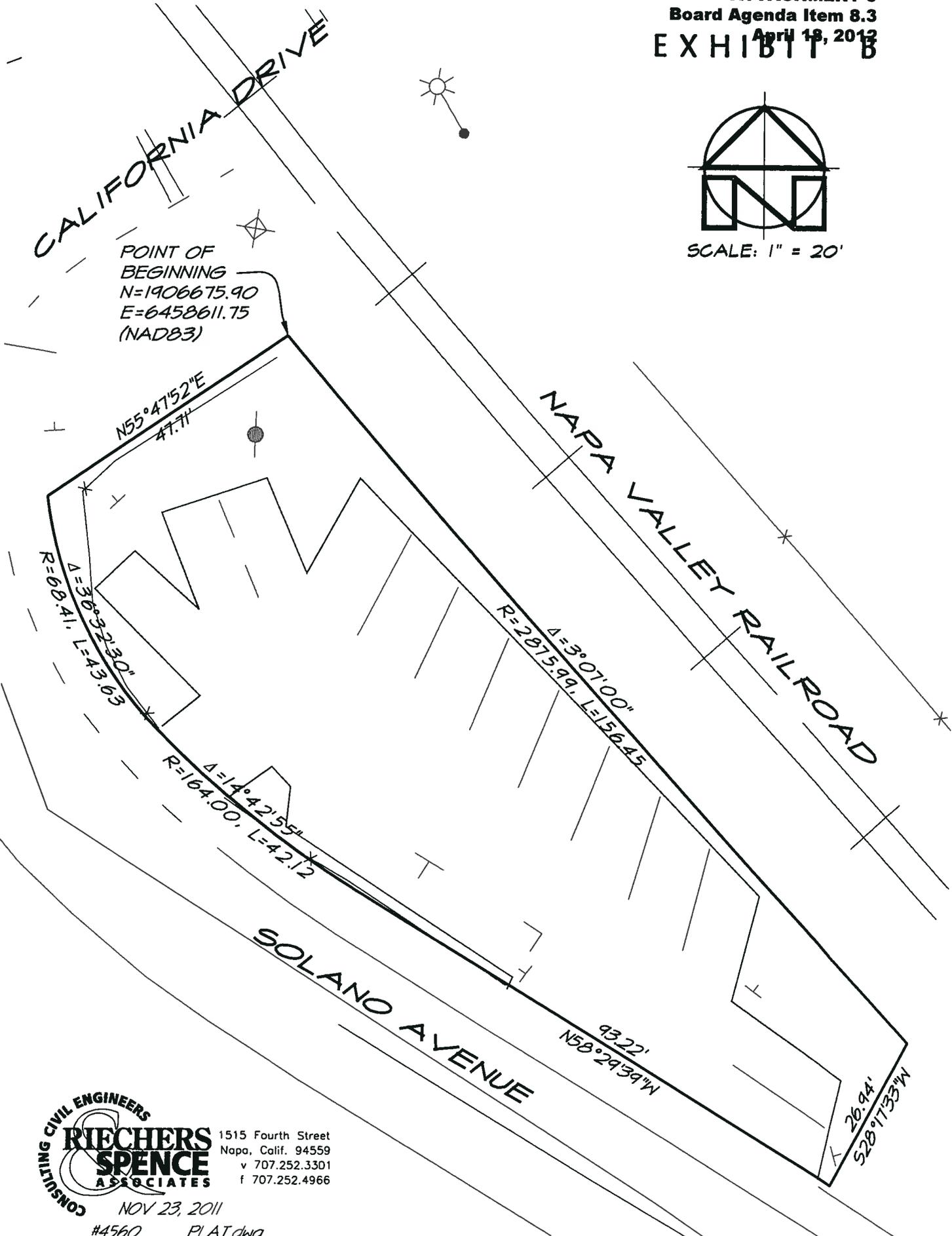
ATTACHMENT 5
 Board Agenda Item 8.3
 April 18, 2013
EXHIBIT B



SCALE: 1" = 20'

CALIFORNIA DRIVE

POINT OF BEGINNING
 N=1906675.90
 E=6458611.75
 (NAD83)



1515 Fourth Street
 Napa, Calif. 94559
 v 707.252.3301
 f 707.252.4966

NOV 23, 2011
 #4560 PLAT.dwg



April 18, 2012
NCTPA Agenda Item 8.4
Continued From: New
Action Requested: APPROVE

NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter

TO: Board of Directors
FROM: Paul W. Price, Executive Director
REPORT BY: Tom Roberts, Program Manager-Public Transit
(707) 259-8635 / Email: troberts@nctpa.net
SUBJECT: Approval of a Memorandum of Understanding (MOU) between the Napa County Transportation and Planning Agency (NCTPA) and the City of Calistoga

RECOMMENDATION

That the NCTPA Board adopt the Memorandum of Understanding (MOU) (Attachment 1) between the NCTPA and City of Calistoga establishing the City's annual contribution to NCTPA for the operation of the Calistoga Shuttle.

COMMITTEE RECOMMENDATION

None.

EXECUTIVE SUMMARY

At its March meeting, the NCTPA Board of Directors approved service expansion plans for the Calistoga Shuttle. Consistent with that action, this MOU establishes an annual \$10,000 contribution from the City to NCTPA for the operation of the service.

PROCEDURAL REQUIREMENTS

1. Staff Reports
2. Public Comment
3. Motion, Second, Discussion and Vote

FISCAL IMPACT

Is there a Fiscal Impact? Yes. In FY 11/12 budget, NCTPA will receive \$10,000 in revenue from the City of Calistoga.

Future fiscal impact: On-going until renewal or termination of MOU

CEQA REQUIREMENTS

The proposed action is not a project as defined in Section 15378 of the CEQA Guidelines, which define a project as an action which has the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change. Accordingly, no additional CEQA review is required at this time.

BACKGROUND AND DISCUSSION

At its March meeting, the NCTPA Board of Directors approved service expansion plans for the Calistoga Shuttle. Consistent with that action, this MOU establishes an annual \$10,000 contribution from the City to NCTPA for the operation of the service.

SUPPORTING DOCUMENTS

Attachment: (1) Memorandum of Understanding between the NCTPA and the City of Calistoga

MEMORANDUM OF UNDERSTANDING

between



and

City of Calistoga

MEMORANDUM OF UNDERSTANDING
between
The Napa County Transportation and Planning Agency
and
City of Calistoga
Page 2

I. Preamble

This Memorandum of Understanding (hereinafter referred to as the "Agreement") is made and entered into this _____ day of _____, 2012, by and between the Napa County Transportation and Planning Agency a (hereinafter referred to as "NCTPA") and the City of Calistoga (hereinafter referred to as "City") and collectively referred to as the "Parties."

II. Recitals

WHEREAS, NCTPA through a prior agreement with the City has been providing transportation services formerly known as the Calistoga HandyVan (now Calistoga Shuttle) for residents of the City of Calistoga, California:

NOW, THEREFORE, the parties do hereby agree as follows:

III. Responsibilities' of the Parties

- A. The City shall pay \$833.33 monthly toward the operation of the Calistoga Shuttle;
- B. NCTPA shall manage and operate the Calistoga Shuttle to serve the general public of the City of Calistoga by providing no less than 2,400 in-service annual service hours on days and hours most responsive to public benefit and demand.

IV. Term of MOU

This MOU will become effective upon signatures of both parties and will terminate on June 30, 2015, unless amended, extended, or terminated pursuant to the terms of this MOU.

V. Indemnity

Each party hereto shall indemnify, defend and hold harmless the elected or appointed governing body, the agents, representatives, and employees of the other party hereto, from liability or claims of liability for damages to persons or property arising out of, or resulting from, any act or omission of the parties in the performance or failure to perform any action or activity contemplated, necessary, or authorized under this MOU.

MEMORANDUM OF UNDERSTANDING
between
The Napa County Transportation and Planning Agency
and
City of Calistoga
Page 3

VI. Termination

This MOU may be terminated as follows:

- A. By mutual agreement of the NCTPA and City upon such terms and conditions as may be agreed upon.
- B. By either party at any time without cause by delivering written notice to the other party at least 30 days in advance of the proposed date of termination.
- C. If the MOU is terminated pursuant to this Section, neither party may nullify obligations already incurred for performance of services prior to the date of notice or, unless specifically stated in the notice, required to be performed through the effective date of termination. Any notice of termination will incorporate necessary transition arrangements and will comply with all such arrangements.

VIII. Entire MOU

This MOU contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

IX. Applicable Law

The laws of the United States and the State of California will govern this MOU.

X. Modifications

No changes, amendments or alterations to this MOU will be effective unless in writing and signed by the parties.

///

///

MEMORANDUM OF UNDERSTANDING
between
The Napa County Transportation and Planning Agency
and
City of Calistoga
Page 4

IN WITNESS WHEREOF, NCTPA and City have executed this MOU on the _____
day of _____, 2012.

By: _____

Keith Caldwell, Board Chair
Napa County Transportation and Planning Agency

Approved as to Form

By: _____
Janice D. Killion, Agency Counsel

By: _____

Jack Gingles, Mayor
City of Calistoga

Approved as to form

By: _____
, City Attorney



April 18, 2012
NCTPA Agenda Item 8.5
Continued From: New
Action Requested: **APPROVE**

NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter

TO: Board of Directors
FROM: Paul W. Price, Executive Director
REPORT BY: Tom Roberts, Program Manager-Public Transit
(707) 259-8635 / Email: troberts@nctpa.net
SUBJECT: Approval of a Memorandum of Understanding (MOU) between the Napa County Transportation and Planning Agency (NCTPA) and the Calistoga Tourism Business Improvement District (TBID)

RECOMMENDATION

That the NCTPA Board adopt the Memorandum of Understanding (MOU) (Attachment 1) between the NCTPA and the Calistoga Tourism Business Improvement District (TBID) establishing the annual contribution to NCTPA for the operation of the Calistoga Shuttle.

COMMITTEE RECOMMENDATION

None.

EXECUTIVE SUMMARY

At its March meeting, the NCTPA Board of Directors approved service expansion plans for the Calistoga Shuttle. Consistent with that action, this MOU establishes an annual \$30,400 contribution from the Tourism Business Improvement District to NCTPA for the operation of the service.

PROCEDURAL REQUIREMENTS

1. Staff Reports
2. Public Comment
3. Motion, Second, Discussion and Vote

FISCAL IMPACT

Is there a Fiscal Impact? Yes. In FY 11/12 budget, NCTPA will receive \$30,400 in revenue from the Calistoga Tourism Business Improvement District.

Future fiscal impact: On-going until renewal or termination of MOU

CEQA REQUIREMENTS

The proposed action is not a project as defined in Section 15378 of the CEQA Guidelines, which define a project as an action which has the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change. Accordingly, no additional CEQA review is required at this time.

BACKGROUND AND DISCUSSION

At its March meeting, the NCTPA Board of Directors approved service expansion plans for the Calistoga Shuttle. Consistent with that action, this MOU establishes an annual \$30,400 contribution from the Tourism Business Improvement District to NCTPA for the operation of the service.

SUPPORTING DOCUMENTS

Attachment: (1) Memorandum of Understanding between the NCTPA and the Calistoga Tourism Business Improvement District

MEMORANDUM OF UNDERSTANDING

between



and

Calistoga Tourism Business
Improvement District

MEMORANDUM OF UNDERSTANDING
between
The Napa County Transportation and Planning Agency
and
Calistoga Tourism Business Improvement District
Page 2

I. Preamble

This Memorandum of Understanding (hereinafter referred to as the "Agreement") is made and entered into this _____ day of _____, 2012, by and between the Napa County Transportation and Planning Agency a (hereinafter referred to as "NCTPA") and the Calistoga Tourism Business Improvement District (hereinafter referred to as "TBID") and collectively referred to as the "Parties."

II. Recitals

WHEREAS, NCTPA through a prior agreement with the City of Calistoga has been providing transportation services formerly known as the Calistoga HandyVan (now Calistoga Shuttle) for residents of the City of Calistoga, California; and

WHEREAS, the TBID desires to expand transit services to visitors to the area; and

WHEREAS, although expansion hours paid for by the TBID will be greater between May through November than December through April, the TBID desires level monthly payments:

NOW, THEREFORE, the parties do hereby agree as follows:

III. Responsibilities' of the Parties

A. The TBID shall pay \$2,533 monthly toward the operation of the Calistoga Shuttle;

B. NCTPA shall manage and operate the Calistoga Shuttle and provide service as follows:

Friday between 9 PM and 11 PM

Saturday between 5 PM and 11 PM

Sunday between 11 AM and 9 PM (May 1 – November 30)

C. NCTPA shall provide, and the TBID shall distribute, "free ride" coupons to be distributed by visitor serving business in Calistoga only to out of town guests.

IV. Term of MOU

This MOU will become effective upon signatures of both parties and will terminate on June 30, 2015, unless amended, extended, or terminated pursuant to the terms of this MOU.

MEMORANDUM OF UNDERSTANDING
between
The Napa County Transportation and Planning Agency
and
Calistoga Tourism Business Improvement District
Page 3

V. Indemnity

Each party hereto shall indemnify, defend and hold harmless the elected or appointed governing body, the agents, representatives, and employees of the other party hereto, from liability or claims of liability for damages to persons or property arising out of, or resulting from, any act or omission of the parties in the performance or failure to perform any action or activity contemplated, necessary, or authorized under this MOU.

VI. Termination

This MOU may be terminated as follows:

A. By mutual agreement of the NCTPA and TBID upon such terms and conditions as may be agreed upon.

B. By either party at any time without cause by delivering written notice to the other party at least 30 days in advance of the proposed date of termination.

C. Should the TBID terminate this agreement in less than 12 months, the TBID shall pay to NCTPA the amortized amount to cover the Sunday service fee underpayment as indicated in attachment -A-, which is hereby incorporated as though fully set forth herein.

D. If the MOU is terminated pursuant to this Section, neither party may nullify obligations already incurred for performance of services prior to the date of notice or, unless specifically stated in the notice, required to be performed through the effective date of termination. Any notice of termination will incorporate necessary transition arrangements and will comply with all such arrangements.

VIII. Entire MOU

This MOU contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

IX. Applicable Law

The laws of the United States and the State of California will govern this MOU.

MEMORANDUM OF UNDERSTANDING
between
The Napa County Transportation and Planning Agency
and
Calistoga Tourism Business Improvement District
Page 4

X. Modifications

No changes, amendments or alterations to this MOU will be effective unless in writing and signed by the parties.

IN WITNESS WHEREOF, NCTPA and City have executed this MOU on the _____ day of _____, 2012.

By: _____

Keith Caldwell, Chair
Napa County Transportation and Planning Agency

Approved as to Form

By: _____
Janice D. Killion, Agency Counsel

By: _____

Michael Quast, Chair
Calistoga Tourism Business Improvement District

MEMORANDUM OF UNDERSTANDING
between
The Napa County Transportation and Planning Agency
and
Calistoga Tourism Business Improvement District
Page 5

ATTACHMENT -A -

Sunday	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April
Paid	926.00	1,852.00	2,778.00	3,704.00	4,630.00	5,556.00	6,482.00	7,408.00	8,334.00	9,260.00	10,186.00	11,112.00
Cost	1,587.43	3,174.86	4,762.29	6,349.72	7,937.15	9,524.58	11,112.01	0.00	0.00	0.00	0.00	0.00
Owed =	661.43	1,322.86	1,984.29	2,645.72	3,307.15	3,968.58	4,630.01					



April 18, 2012
NCTPA Agenda Item 8.6
Continued From: New
Action Requested: APPROVE

NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter

TO: Board of Directors
FROM: Paul W. Price, Executive Director
REPORT BY: Tom Roberts, Program Manager-Public Transit
(707) 259-8635 / Email: troberts@nctpa.net
SUBJECT: Calistoga Shuttle Fare Decrease

RECOMMENDATION

The NCTPA Board approve the lowering of the cash fare on the Calistoga Shuttle to \$1 effective May 1, 2012.

EXECUTIVE SUMMARY

At its March 2012 meeting, the Board approved service changes to the Calistoga Shuttle to take place in May or June 2012. At this time staff proposes lowering the cash fare on the service to \$1 which is consistent with the rates charged for similar services in St. Helena and American canyon.

COMMITTEE RECOMMENDATION

None.

PROCEDURAL REQUIREMENTS

1. Staff Report
2. Public Comments
3. Motion, Second, Discussion and Vote

FISCAL IMPACT

Is there a Fiscal Impact? No. Most riders have been purchasing advance sale punch passes at an amount equal to the proposed new cash fare.

Future fiscal impact: Lowering of the cash fare may encourage ridership resulting in more fare revenue.

CEQA REQUIREMENTS

The proposed action is not a project as defined in Section 15378 of the CEQA Guidelines, which define a project as an action which has the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change. Accordingly, no additional CEQA review is required at this time.

BACKGROUND AND DISCUSSION

At its March 2012 meeting, the Board approved service changes to the Calistoga Shuttle to take place in May or June 2012. At the time, fares for utilizing the service were not addressed.

For many years the cash fare for all riders on the Calistoga Shuttle has been \$2.50 per pick-up. However, 10 or 20 ride passes have been available for sale at \$10 or \$20 respectively, and virtually all of the current system riders purchase passes. In fact, in all of 2011, less than \$30 was paid in cash by riders at the time of boarding. Hence, in practice, the fare for riding the shuttle has been effectively \$1 per ride.

With the planned expansion of service and associated marketing, staff believes that simply lowering the cash fare to \$1 is both practical and will encourage ridership. In addition, this is consistent with the adult cash fare on both American Canyon Transit and the St. Helena Shuttle.

Staff recommends the lowering of the cash fare on the Calistoga Shuttle to \$1 effective May 1, 2012.

SUPPORTING DOCUMENTS

None.



April 18, 2012
NCTPA Agenda Item 10.1
Continued From: March 21, 2012
Action Requested: APPROVE

NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter

TO: Board of Directors
FROM: Paul W. Price, Executive Director
REPORT BY: Antonio Onorato, Program Manger-Finance
(707) 259-8779 / Email: anorato@nctpa.net
SUBJECT: Public Hearing on the NCTPA FY 12/13 Budget, Approval of Resolution No. 12-12 Adopting the NCTPA FY 12/13 Budget, and Approval of Resolution No. 12-13 Authorizing the Filing with the Metropolitan Transportation Commission (MTC) for Allocation of Transit Development Act (TDA), State Transit Assistance (STA), and Regional Measure 2 (RM2) Funds

RECOMMENDATION

That the NCTPA Board:

- (1) Hold a public hearing on the NCTPA FY 12/13 Budget and;
- (2) Approve Resolution No. 12-12 (Attachment 1) adopting the NCTPA FY 12/13 budget of:
 - \$12,986,300 in revenues and expenditures,
 - \$ 1,163,000 in depreciation expense
 - \$ 8,906,000 capital budget
 - \$23,055,300 TOTAL BUDGET**
- (3) Authorize a total Transportation Development Act (TDA) claim in the amount of up to \$6,862,900 comprised of:
 - \$4,158,500 in TDA Articles 4, 4.5 and 8 for transit operations
 - \$ 746,300 in TDA Article 8 for administration and planning activities
 - \$1,958,100 in TDA Article 4 and 8 capital funds
 - \$ 996,900 in State Transit Assistance
 - \$7,859,800 TOTAL TDA FUNDS**
- (4) Approve Resolution No. 12-13 (Attachment 2) authorizing the filing with the MTC for allocation of TDA, STA, and RM2 funds, and
- (5) Authorize the NCTPA Executive Director or designee to sign any claims, applications or agreements in order to move funds into the Agency or to Member Agencies.

COMMITTEE RECOMMENDATION

None.

EXECUTIVE SUMMARY*FY 12/13 NCTPA Budget-The Big Picture*

Attached is the submission for the proposed annual budget for NCTPA for FY 12/13. The Agency has established operational and capital goals, which are reflected in this budget. The budget has been especially challenging given the continued difficulties of the economic environment that exists today. Every effort was made to maximize services to the community and the region while driving the Agency forward into an uncertain, although a brighter future.

The new fiscal year budget is also a balanced budget funding expenditures and capital purchases with 96.4% of funding sources or revenues secured, allocating resources to the highest priority services, and preserving adequate reserves. Securing the funds for the remaining 3.6% cannot occur until after the beginning of the new fiscal year.

The first reading of the draft FY 12/13 budget was presented to the NCTPA Board in March 2012 for review. The proposed budget during the March review was \$22,111,300 comprised of three components: (1) an operations budget of \$12,742,300, (2) capital budget of \$8,906,000, and (3) a depreciation budget of \$1,163,000. Depreciation expense is a "non-cash" recognized expense used for reporting purposes only.

In the last few weeks after the March Board review, one material change has been identified. This has made it necessary to revise, amend, or add the following budget items to the operations budget:

- 1) Professional Services/Consultants. The addition of \$244,000 for Safe Routes to Schools. The funding is provided by Caltrans Safe Routes to Schools program and was awarded in 2011 and program began in March 2012.

PROCEDURAL REQUIREMENTS FOR PROPOSED BUDGET

1. Open Public Hearing
2. Staff Report
3. Public Comments
4. Close Public Hearing
5. Motion, Second, Discussion and Vote

FISCAL IMPACT

Is there a fiscal impact? Yes. \$23,055,300. A final approval by the Board will adopt the FY 12/13 NCTPA budget of \$12,986,300 in operational revenue and expenditures; \$8,906,000 capital budget; and \$1,163,000 depreciation expense.

Is it Currently Budgeted? No.

Where is it budgeted? N/A.

Is it Mandatory or Discretionary? Mandatory

Future Fiscal Impact: For FY 12/13.

Consequences if not approved: The NCTPA Board of Directors is required to adopt an annual budget by June 30th for the upcoming fiscal year.

ENVIRONMENTAL DETERMINATION

The proposed action is not a project as defined in Section 15378 of the CEQA Guidelines, which define a project as an action which has the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change. Accordingly, no additional CEQA review is required at this time.

BACKGROUND AND DISCUSSION

Agency staff began the budget process in December 2011, and also conducted an ad-hoc budget review with members of the Board in February 2012 to develop and produce a "final" budget. In the review, committee members had the opportunity to ask questions regarding sources of funding, reasoning for expenditures, purpose of capital purchases, and any issues of budget development. Revisions to the budget have occurred since this review. Since the first reading of the draft budget in March 2012, staff added one additional program - Safe Routes to Schools program. The final outcome of this process is the presentation of the budget to the Board, Board of Director's approval, and implementation of the FY 12/13 budget for NCTPA.

NCTPA Planning and Administration

The NCTPA administrative and planning budget is supported through local member agency support, Transportation Development Act (TDA) funds, Federal Transit Administration (FTA) and Federal Highway Administration (FHWA) funds from the Metropolitan Transportation Commission (MTC). NCTPA planning and administration FY 12/13 expenses are expected to be \$4,412,100, an increase of 39.7% over last fiscal year. However this increase is mainly due to several new projects: Napa Valley Vine Trail, Safe Routes to Schools program, website redesign, and long term financing outreach. The actual costs of these professional services may vary depending on the

inception and completion of the special project/study and whether the funding has been secured to move forward with the project. A list of CMA/Transit projects is included in Attachment 1.

NCTPA Public Transit Services

The Transit operating budget represents the cost for the VINE Go, VINE, Taxi Scrip Program, American Canyon Transit, Yountville Trolley, the St. Helena VINE, Calistoga HandyVan which combined provide almost 800,000 passenger trips per year.

Public transit expenses are expected to increase 9% in the new fiscal year due to increased fuel costs and expansion of service hours on some routes on VINE and the Calistoga Shuttle. \$275,700 has also been allocated as contingencies. These contingencies have been budgeted in the past, but never used. If fuel cost continue to rise or remain above \$4.00 for a prolonged period of time, the fuel contingency will be necessary.

Capital Projects

Capital investments are detailed in Attachment 1. No revisions since the first reading in March. New investments for the fiscal year will show a greater emphasis on procuring vehicles and equipment while the Soscol Gateway Transit Center winds down construction. Other new investment purchases: improvements to the Yountville Park and Ride lot; real estate purchase for a future American Canyon Park and Ride lot; and delivery of new fareboxes.

SUPPORTING DOCUMENTS

- Attachments: (1) Resolution No. 12-12
(2) Resolution No. 12-13
(3) FY 12/13 NCTPA Budget

RESOLUTION No. 12-12

**A RESOLUTION OF THE
NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY (NCTPA)
ADOPTING THE FY 12/13 BUDGET**

WHEREAS, the Napa County Transportation and Planning Agency (NCTPA) is designated the countywide transportation planning agency responsible for Highway, Street and Road, and transit planning and programming within Napa County, and

WHEREAS, on an annual basis the Board reviews and approves a budget for all transit services - fixed route, deviated route, paratransit, and taxi subsidy as well as NCTPA administration and planning, and

WHEREAS, certain Bay Area Air Quality Management District, Congestion Management Authority, Abandoned Vehicle Abatement Authority, Federal Transit Administration, State Transit Assistance, Regional Measure 2, Caltrans, and Transportation Development Act funds are passed through NCTPA,

NOW, THEREFORE, BE IT RESOLVED, that the Napa County Transportation and Planning Agency (NCTPA) adopt the FY 12/13 Budget in the amount of \$23,055,300 and authorizes the Executive Director to take all necessary actions to secure indicated Federal, State, Regional, and Local resources, and to execute contracts with Member Agencies or funding entities as necessary.

Passed and Adopted the 18th day of April, 2012.

Keith Caldwell, NCTPA Chair

Ayes:

Noes:

Absent:

ATTEST:

Karalyn E. Sanderlin, NCTPA Board Secretary

APPROVED:

Janice Killion, NCTPA Legal Counsel

RESOLUTION No. 12-13

**A RESOLUTION OF THE
NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY (NCTPA)
AUTHORIZING THE FILING WITH THE
METROPOLITAN TRANSPORTATION COMMISSION (MTC)
FOR ALLOCATION FOR TRANSPORTATION DEVELOPMENT ACT (TDA),
REGIONAL MEASURE 2 (RM2), AND
STATE TRANSIT ASSISTANCE (STA) FUNDS FOR FY 12/13**

WHEREAS, the Transportation Development Act (TDA), (Public Utilities Code 99200 *et seq.*), provides for the disbursement of funds from the Local Transportation Fund (LTF) of the County of Napa for use by eligible applicants for the purpose of community transit services (PUC 99275), support of public transportation (PUC 99260), exclusive service to elderly and handicapped (PUC 99260.7), planning contributions, construction of facilities, acquisition of real property and transit capital (PUC 99262), public or special group transportation (PUC 99400(c)), administrative and planning cost with respect to transportation services under contract (PUC 99400(d)), and capital expenditures to acquire vehicles and equipment for transportation services (PUC 99400(e)); and

WHEREAS, pursuant to the provisions of the TDA, and pursuant to the applicable rules and regulations thereunder (21 Cal. Code of Regs. 6600 *et seq.*) a prospective applicant wishing to receive an allocation from the Local Transportation Fund (LTF) shall file its claim with the Metropolitan Transportation Commission; and

WHEREAS, the State Transit Assistance (STA) fund is created pursuant to Public Utilities Code 99310 *et seq.*; and

WHEREAS, the STA fund makes funding available pursuant to Public Utilities Code 99313.6 for allocation to eligible applicants to support approved transit projects; and

WHEREAS, the Napa County Transportation and Planning Agency is an eligible applicant for TDA and/or STA funds pursuant to the California PUC Code Chapter 4, Articles 4, 4.5 and/or 8, and for certain local transportation funds under Article 3, pursuant to the NCTPA Joint Powers Agreement; and

WHEREAS, TDA funds from the Local Transportation Fund of Napa County and State Transit Assistance funds will be required in FY 12/13 for eligible applicants for the purpose of community transit services (PUC 99275), support of public transportation (PUC 99260), exclusive service to elderly and handicapped (PUC99260.7), planning contributions, acquisition of real property, construction of facilities, transit capital

expenditures (PUC 99262), public or special group transportation (PUC 99400(c)), administrative and planning cost with respect to transportation services under contract (PUC 99400(d)), and capital expenditures to acquire vehicles and related equipment for transportation services (PUC 99400(e)); and

WHEREAS, SB 916 (Chapter 715, Statutes 2004), commonly referred as Regional Measure 2, identified projects eligible to receive funding under the Regional Traffic Relief Plan; and

WHEREAS, the Metropolitan Transportation Commission (MTC) is responsible for funding projects eligible for Regional Measure 2 funds, pursuant to Streets and Highways Code Section 30914(c) and (d); and

WHEREAS, MTC has established a process whereby eligible transportation project sponsors may submit allocation requests for Regional Measure 2 funding; and

WHEREAS, allocations to MTC must be submitted consistent with procedures and conditions as outlined in Regional Measure 2 Policy and Procedures; and

WHEREAS, NCTPA is an eligible sponsor of transportation project(s) in Regional Measure 2, Regional Traffic Relief Plan funds.

NOW THEREFORE BE IT RESOLVED, that NCTPA and its agents shall comply with the provisions of the Metropolitan Transportation Commission's Regional Measure 2 Policy Guidance (MTC Resolution No. 3636); and

BE IT FURTHER RESOLVED, to the full extent permitted by law, that NCTPA shall indemnify and hold harmless MTC, its Commissioners, representatives, agents, and employees from and against all claims, injury, suits, demands, liability, losses, damages, and expenses, whether direct or indirect (including any and all costs and expenses in connection therewith), to the extent that they arise out of, pertain to, or relate to the negligent acts of omissions of NCTPA its officers, employees or agents, or subcontractors or any of them in connection with its performance of professional services under this allocation of RM2 funds which constitute negligence, recklessness, or willful misconduct. In addition to any other remedy authorized by law, so much of the funding due under this allocation of RM2 funds as shall reasonably be considered necessary by MTC may be retained until disposition has been made of any claim for damages; and

BE IT FURTHER RESOLVED, that NCTPA shall, if it receives any revenues or profits from any non-governmental use of property (or project) ensure that those revenues or profits shall be used exclusively for the public transportation services for which the project was initially approved, either for capital improvements or maintenance and operational costs; otherwise the Metropolitan Transportation Commission is entitled to a proportionate share equal to MTC's percentage participation in the projects(s); and

BE IT FURTHER RESOLVED, that the Executive Director or his designee is authorized to execute and file appropriate TDA, RM2, and STA applications together with all necessary supporting documents with the Metropolitan Transportation Commission for an allocation of TDA, RM2, and STA funds in FY 12/13; and

BE IT FURTHER RESOLVED, that a copy of this resolution be transmitted to the Metropolitan Transportation Commission in conjunction with the filing of the claim; and the Metropolitan Transportation Commission be requested to grant the allocations of funds as specified herein.

Passed and Adopted the 18th day of April, 2012.

Keith Caldwell, NCTPA Chair

Ayes:

Noes:

Absent:

ATTEST:

Karalyn E. Sanderlin, NCTPA Board Secretary

APPROVED:

Janice Killion, NCTPA Legal Counsel

CONSOLIDATED NCTPA BUDGET - CMA AND TRANSIT

	TDA Allocation					
	\$5,600,000	\$5,800,000	\$6,180,000	\$380,000	6.6%	
Revised, updated 2/24/12						
Statement of Revenue, Expenses						
	FY 2011-2012	FY 2011-2012	FY 2012-2013	Difference	Difference %	
	ADOPTED BUDGET	PROJECTION	DRAFT BUDGET			
REVENUES						
REV- OPERATIONS						
Farebox	1,034,800	1,040,000	1,063,500	28,700	2.8%	
Farebox Contribution	86,000	78,700	87,500	1,500	1.7%	
Ad Revenue	17,000	16,100	18,700	1,700	10.0%	
Other Revenue	-	124,000	30,400	30,400	0.0%	
TOTAL - OPERATIONAL REVENUE	1,137,600	1,258,600	1,200,100	62,300	5.5%	
TOTAL- LOCAL TRANSPORT FUNDS (TDA)	5,161,000	4,953,800	4,904,800	(256,200)	-5.0%	
REV- INTERGOVERNMENTAL						
Federal: FTA 5307, Operating	1,562,500	1,540,600	1,555,200	(7,300)	-0.5%	
Federal: FTA 5311 (Rural Routes)	-	156,600	253,900	253,900	100.0%	
Federal: FHWA (CMA/TLU)	800,000	640,000	1,075,000	275,000	34.4%	
Federal: Other	200,000	-	1,012,000	812,000	406.0%	
State: State Transit Assistance (STA)	682,100	506,400	996,900	314,800	46.2%	
State: Planning, Programming, Monitoring (PPM)	24,000	24,000	24,000	-	0.0%	
State: Abandoned Vehicle Abate Auth (AVAA)	138,000	130,000	138,000	-	0.0%	
State: Caltrans	50,000	25,000	544,000	484,000	968.0%	
State: Other	-	-	211,000	211,000	100.0%	
Regional: Regional Measure 2 (RM2) Operating	390,000	390,000	390,000	-	0.0%	
Regional: Bay Area Air Quality Mgmt District	197,400	168,000	188,000	(9,400)	-4.8%	
Regional: Other	685,900	-	471,800	(214,100)	-31.2%	
TOTAL- INTERGOVERNMENTAL REV	4,792,900	3,665,600	8,857,800	2,064,900	43.1%	
REV- INTEREST INCOME	32,900	19,400	23,600	(9,300)	-28.3%	
TOTAL REVENUES	11,124,600	9,897,600	12,986,300	1,861,700	16.7%	
OPERATING EXPENSES						
	FY 2011-2012	FY 2011-2012	FY 2012-2013	Difference	Difference %	
	ADOPTED BUDGET	PROJECTION	DRAFT BUDGET			
PERSONNEL COSTS						
Salaries and Vacation Expense	1,225,000	1,200,000	1,265,000	40,000	3.3%	
Employer Payroll Taxes	31,000	30,000	33,000	2,000	6.5%	
Retirement/457	129,000	130,000	140,000	11,000	8.5%	
Health	145,000	145,000	155,000	10,000	6.9%	
Other Benefits	31,000	34,000	35,000	4,000	12.9%	
Workers Compensation	4,900	4,900	7,500	2,600	53.1%	
CPES Expense	27,000	22,000	23,000	(4,000)	-14.8%	
Salary Allocation	-	-	-	-	0.0%	
TOTAL PERSONNEL COSTS	1,592,900	1,565,900	1,658,500	65,600	4.1%	
OPERATING EXPENSES						
Telecommunications	5,700	8,200	8,200	500	8.8%	
Insurance	34,000	47,700	55,000	21,000	61.8%	
Office Expenses	43,000	16,100	43,000	-	0.0%	
Memberships	8,000	8,000	8,000	-	0.0%	
Postage	8,000	2,300	3,000	(3,000)	-50.0%	
Maintenance: Equipment	45,000	30,400	48,000	3,000	6.7%	
Transportation & Traveling	14,000	9,900	11,000	(3,000)	-21.4%	
Training	45,500	25,000	25,000	(20,500)	-45.1%	
Marketing: Ads & Notices	173,400	146,200	228,000	52,600	30.3%	
Printing	53,900	48,500	55,700	1,800	3.3%	
Rent/Leases/Facilities Expense	135,500	133,100	78,700	(56,800)	-41.9%	
Utilities	7,100	5,700	35,000	27,900	393.0%	
Maintenance: Building & Improvements	8,000	3,000	8,000	2,900	33.3%	
PSS: Mgmt Info Services (IT)	82,740	75,600	78,000	(4,740)	-5.7%	
PSS: Legal Expenses	98,600	78,600	98,400	(200)	-0.2%	
PSS: Accounting & Audit	101,400	25,000	91,000	(10,400)	-10.3%	
PSS: Other	95,000	55,800	55,000	(40,000)	-42.1%	
Professional Services/ Consultants	1,235,500	442,900	2,499,000	1,263,500	102.3%	
PSS: Administration	15,500	40,500	15,500	-	0.0%	
Fuel	1,045,000	1,166,500	1,301,500	256,500	24.5%	
Purchased Transportation	5,867,300	5,734,900	8,136,500	269,200	4.6%	
AVAA Disbursements	138,000	130,000	138,000	-	0.0%	
Fuel Contingency (1)	110,000	100,000	129,500	19,500	17.7%	
Operations Contingency (2)	166,580	-	183,800	17,240	10.4%	
TOTAL OPERATING EXPENSES	9,531,700	8,331,700	11,327,800	1,796,100	18.8%	
TOTAL OPERATING COSTS	11,124,600	9,897,600	12,986,300	1,861,700	16.7%	
NET CHANGE IN OPERATIONS	\$ -	\$ -	\$ -	\$ -	0.0%	
Increase without Contingencies & Carryovers					\$ 718,480	8.4%
CAPITAL REVENUES						
	FY 2011-2012	FY 2011-2012	FY 2012-2013	Difference	Difference %	
	ADOPTED BUDGET	PROJECTION	DRAFT BUDGET			
Federal: ARRA Capital	551,000	285,100	-	(551,000)	-100.0%	
Federal: FTA 5307, 5309 (SGR), 5311 Capital	2,234,700	1,964,500	3,164,200	929,500	41.6%	
STA Capital	301,900	347,700	200,000	(101,900)	-33.8%	
State: Prop. 1B Capital	389,300	179,000	1,139,500	750,200	0.0%	
Local Transit Capital (TDA)	3,495,600	4,374,000	1,998,100	(1,537,500)	-44.0%	
RM2 Capital	2,050,000	1,750,000	2,444,200	394,200	100.0%	
Other Government Agencies	117,700	-	-	(117,700)	-100.0%	
TOTAL CAPITAL REVENUES	9,140,200	8,900,300	8,908,000	(234,200)	-2.6%	
CAPITAL EXPENSES						
Security	20,000	12,600	25,000	5,000	25.0%	
Equipment	145,000	140,500	1,180,400	1,015,400	700.3%	
Vehicles	4,228,900	1,179,200	4,920,800	691,700	16.4%	
Buildings & Improvements	4,746,300	7,568,000	2,800,000	(1,946,300)	-41.0%	
TOTAL CAPITAL EXPENSES	9,140,200	8,900,300	8,908,000	(234,200)	-2.6%	
NET CHANGE IN CAPITAL					0.0%	
DEPRECIATION	857,300	1,013,000	1,183,000	150,000	17.5%	
Fuel, Average cost per gallon	\$3.48	\$3.90	\$4.40			

(1) 10% contingency for fuel costs.
(2) 2% contingency for operating expenses not including fuel and depreciation.

SEE NOTES FOR EXPLANATIONS ON FOLLOWING PAGES

30100 Congestion Management Authority

Statement of Revenue, Expenses

Revised, updated 2/24/12

	FY 2011-2012	FY 2011-2012	FY 2012-2013	Difference	Difference %
	ADOPTED BUDGET	PROJECTION	DRAFT BUDGET		
REVENUES					
REV- OPERATIONS					
Other Revenue: Ad Revenue	-	124,000	-	-	0.0%
TOTAL - OPERATIONAL REVENUE	-	124,000	-	-	0.0%
TOTAL- LOCAL TRANSPORT FUNDS (TDA)	996,900	996,900	746,300	(250,600)	-25.1%
REV- INTERGOVERNMENTAL					
Federal: FHWA (CMA/TLU)	600,000	640,000	1,075,000	275,000	34.4%
Federal: Other	200,000	-	1,012,000	812,000	406.0%
State: Planning, Programming, Monitoring (PPM)	24,000	24,000	24,000	-	0.0%
State: Abandoned Vehicle Abate Auth (AVAA)	136,000	130,000	136,000	-	0.0%
State: CalTrans	50,000	25,000	544,000	494,000	888.0%
State: Other	-	-	211,000	211,000	100.0%
Regional: Bay Area Air Quality Mgmt District	197,400	198,000	186,000	(9,400)	-4.6%
Regional: Other	685,900	-	471,800	(214,100)	-31.2%
County of Napa	65,000	65,000	-	(65,000)	-100.0%
TOTAL- INTERGOVERNMENTAL REV	2,158,300	1,072,000	3,681,600	1,503,500	140.3%
REV- INTEREST INCOME	3,000	3,800	4,000	1,000	33.3%
TOTAL REVENUES	3,158,200	2,196,700	4,412,100	1,253,900	39.7%
OPERATING EXPENSES					
	ADOPTED BUDGET	PROJECTION	DRAFT BUDGET	Difference	Difference %
PERSONNEL COSTS					
Salaries and Vacation Expense	1,225,000	1,200,000	1,265,000	40,000	3.3%
Employer Payroll Taxes	31,000	30,000	33,000	2,000	6.5%
Retirement/ 457 Employer Contrib	128,000	130,000	140,000	11,000	8.5%
Health	145,000	145,000	155,000	10,000	6.9%
Other Benefits: Medicare	31,000	34,000	35,000	4,000	12.9%
Workers Compensation	4,900	4,900	7,500	2,600	53.1%
OPEB Expense	27,000	22,000	23,000	(4,000)	-14.8%
Salary Allocation	(285,500)	(238,900)	(267,600)	18,000	-6.3%
TOTAL PERSONNEL COSTS	1,307,400	1,327,000	1,391,000	83,600	6.4%
OPERATING EXPENSES					
Telecommunications	5,500	6,000	6,000	500	9.1%
Insurance	25,000	41,200	35,000	10,000	40.0%
Office Expenses	35,000	8,700	35,000	-	0.0%
Memberships	1,000	1,000	-	-	0.0%
Postage	5,000	1,300	1,000	(2,000)	-60.0%
Maintenance: Equipment	-	-	3,000	3,000	0.0%
Transportation & Traveling	12,000	8,600	9,000	(3,000)	-25.0%
Training	45,000	25,000	25,000	(20,000)	-44.4%
Marketing: Ads & Notices	2,700	4,000	3,000	300	11.1%
Printing	4,000	4,000	4,000	-	0.0%
Rental/Leases/ Facilities Expense	77,000	77,000	45,000	(32,000)	-41.6%
Utilities	6,800	5,300	10,000	3,200	47.1%
Maintenance: Building & Improvements	5,000	3,000	5,000	-	0.0%
PSS: Mgmt Info Services (IT)	66,800	36,600	80,000	(6,800)	-10.2%
PSS: Legal Expenses	90,000	67,000	90,000	-	0.0%
PSS: Accounting & Audit	75,000	10,000	65,000	(10,000)	-13.3%
PSS: Professional Services/ Consultants	1,215,500	422,500	2,429,000	1,213,500	99.8%
PSS: Administration	15,500	15,500	15,500	-	0.0%
Fuel	5,000	3,000	3,000	-	0.0%
AVAA Disbursements	136,000	130,000	136,000	-	0.0%
Operations Contingency (2)	23,000	-	37,800	14,800	63.5%
TOTAL OPERATING EXPENSES	1,850,800	869,700	3,021,100	1,170,300	63.2%
TOTAL OPERATING COSTS	3,158,200	2,196,700	4,412,100	1,253,900	39.7%
NET CHANGE IN OPERATIONS	-	-	-	-	0%
				Increase without Contingencies & Carryovers	\$ 180,800 20.9%
CAPITAL REVENUES					
	FY 2011-2012	FY 2011-2012	FY 2012-2013	Difference	Difference %
	ADOPTED BUDGET	PROJECTION	DRAFT BUDGET		
Local Transit Capital (TDA)	-	-	5,000	5,000	0.0%
TOTAL CAPITAL REVENUES	-	-	5,000	5,000	0.0%
CAPITAL EXPENSES					
Security	-	-	5,000	5,000	100.0%
TOTAL CAPITAL EXPENSES	-	-	5,000	5,000	100.0%
NET CHANGE IN CAPITAL	-	-	-	-	0.0%
DEPRECIATION	-	-	15,000	(15,000)	100.0%

NOTES:
 Other Revenue, Ad Revenue: Pro-rated refund of CalTIP insurance in FY 2008/09. Non-recurring event.
 Federal: Other: Vine Trail Funding & CalVans
 State: CalTrans: Funding Highway 29 study.
 State: Other: CMAQ Grant for VINE Trail
 Salaries and Vacation Expense: Includes PIT sub-RHNA coordinator.
 Insurance: Bus Shelters, Park and Ride
 Marketing: Ads & Notices: Marketing Campaign for VINE Route restructure.
 Maintenance/ Building Improvements: Park and Ride, Transit Center.
 Utilities: Park and Ride lighting, Transit Center utilities.
 Purchased Transportation: Increase due to route restructure and additional vehicles.
 Capital Purchases: See Capital Purchases Page.

(2) 2 % contingency for operating expenses not including fuel and depreciation.

CONSOLIDATED PUBLIC TRANSIT

Statement of Revenue, Expenses

Revised, updated 2/24/12

REVENUES	FY 2011-2012	FY 2011-2012	FY 2012-2013	Difference	Difference %
	ADOPTED BUDGET	PROJECTION	DRAFT BUDGET		
REV- OPERATIONS					
Farebox	1,034,800	1,040,000	1,063,500	28,700	2.8%
Farebox Contributions	86,000	78,700	87,500	1,500	1.7%
Ad Revenue	17,000	16,100	18,700	1,700	10.0%
Other Revenue	-	-	30,400	30,400	100.0%
TOTAL - OPERATIONAL REVENUE	1,137,800	1,134,800	1,200,100	62,300	5.5%
TOTAL- LOCAL TRANSPORT FUNDS (TDA)	4,164,100	3,956,900	4,158,500	(5,500)	-0.1%
REV- INTERGOVERNMENTAL					
Federal: FTA 5307, Operating (total 1.5 mil)	1,562,500	1,540,600	1,555,200	(7,300)	-0.5%
Federal: FTA 5311 (Rural Routes)	-	156,600	253,900	253,900	100.0%
State: State Transit Assistance (STA)	682,100	506,400	996,900	314,800	46.2%
Regional: Regional Measure 2 (RM2) Operating	390,000	390,000	390,000	-	0.0%
TOTAL- INTERGOVERNMENTAL REV	2,634,600	2,589,600	3,196,000	561,400	21.3%
REV- INTEREST INCOME	29,900	15,600	19,600	(10,300)	-34.4%
TOTAL REVENUES	7,966,400	7,700,900	8,574,200	607,800	7.6%

OPERATING EXPENSES

PERSONNEL COSTS

Salary Allocation	285,500	238,900	267,500	(18,000)	-6.3%
TOTAL PERSONNEL COSTS	285,500	238,900	267,500	(18,000)	-6.3%

OPERATING EXPENSES

Telecommunications	200	200	200	-	0.0%
Insurance	9,000	6,500	20,000	11,000	122.2%
Office Expenses	8,000	9,400	8,000	-	0.0%
Memberships	7,000	7,000	7,000	-	0.0%
Postage	1,000	1,000	1,000	-	0.0%
Maintenance: Equipment	45,000	30,400	45,000	-	0.0%
Transportation & Traveling	2,000	1,300	2,000	-	0.0%
Training	500	-	-	(500)	-100.0%
Marketing: Ads & Notices	170,700	142,200	223,000	52,300	30.6%
Printing	49,900	42,500	51,700	1,800	3.6%
Rental/Leases/ Facilities Expense	58,500	56,100	33,700	(24,800)	-42.4%
Utilities	300	400	25,000	24,700	8233.3%
Maintenance: Building & Improvements	1,000	-	3,000	2,000	200.0%
PSS: Mgmt Info Services (IT)	15,940	39,200	18,000	2,060	12.9%
PSS: Legal Expenses	9,600	11,600	9,400	(200)	-2.1%
PSS: Accounting & Audit	26,400	15,000	26,000	(400)	-1.5%
PSS: Other	95,000	55,800	55,000	(40,000)	-42.1%
Professional Services/ Consultants	20,000	20,000	70,000	50,000	250.0%
PSS: Administration	-	25,000	-	-	0.0%
Fuel*	1,040,000	1,163,500	1,296,500	256,500	24.7%
Purchased Transportation	5,867,300	5,734,900	6,136,500	269,200	4.6%
Fuel Contingency (1)	110,000	100,000	129,500	19,500	17.7%
Operations Contingency (2)	143,560	-	146,200	2,640	1.8%
TOTAL OPERATING EXPENSES	7,680,900	7,462,000	8,306,700	625,800	8.1%

TOTAL OPERATING COSTS	7,966,400	7,700,900	8,574,200	607,800	7.6%
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NET CHANGE IN OPERATIONS	\$ -	\$ -	\$ -	\$ -	0.0%
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Increase without Contingencies & Carryovers \$ 690,660 9.0%

CAPITAL REVENUES	FY 2011-2012	FY 2011-2012	FY 2012-2013	Difference	Difference %
	ADOPTED BUDGET	PROJECTION	DRAFT BUDGET		
Federal: ARRA Capital	551,000	285,100	-	(551,000)	-100.0%
Federal: FTA 5307, 5309 (SGR), 5311 Capital	2,234,700	1,964,500	3,164,200	929,500	41.6%
STA Capital	301,900	347,700	200,000	(101,900)	-33.8%
State: Prop. 1B Capital	389,300	179,000	1,139,500	750,200	192.7%
Local Transit Capital (TDA)	3,495,600	4,374,000	1,953,100	(1,542,500)	-44.1%
RM2 Capital	2,050,000	1,750,000	2,444,200	394,200	19.2%
Other Government Agencies	117,700	-	-	(117,700)	-100.0%
TOTAL CAPITAL REVENUES	9,140,200	8,900,300	8,901,000	700	0.0%
CAPITAL EXPENSES					
Security	20,000	12,600	20,000	-	0.0%
Equipment	145,000	140,500	1,160,400	1,015,400	700.3%
Vehicles	4,228,900	1,179,200	4,920,600	691,700	16.4%
Buildings & Improvements	4,746,300	7,568,000	2,800,000	(1,946,300)	-41.0%
TOTAL CAPITAL EXPENSES	9,140,200	8,900,300	8,901,000	700	0.0%
NET CHANGE IN CAPITAL	\$ -	\$ -	\$ -	\$ -	0.0%

DEPRECIATION	857,300	1,013,000	1,148,000	290,700	33.9%
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Fuel, Average cost per gallon	\$3.48	\$3.90	\$4.40		
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(1) 10% contingency for fuel costs.

(2) 2% contingency for operating expenses not including fuel and depreciation.

NOTES:

See departments for details.

Professional Fees/ Consultants Details

Blue denotes carryover funds from last fiscal year.

CMA/Transit Special Projects/Studies	2011-2012	2012-2013
Actuarial Services	8,500	-
Capital Projects Dashboard	60,000	25,000
Route Rev. Inc SRTP (VINE)	60,000	-
Gateway Corridor - Hwy 29 Study	240,000	300,000
Agriculture Vanpool program	12,000	12,000
Commuter Vanpool program	12,000	-
Project Study Report/PID (Calistoga)	150,000	150,000
Napa's Transportation Future (FHWA)	125,000	125,000
BAAQMD	188,000	188,000
On Call Financial Advisory Services	75,000	75,000
sub-RHNA Sustainability	65,000	30,000
Community Based Transportation Plan- update (Transit)	80,000	80,000
Bike Plan Updates and Revisions	25,000	25,000
Napa-Sonoma-Petaluma Transit Study	10,000	-
St. Helena Transit Study (St. Helena)	20,000	20,000
Soscal Flyover study (CMA/TLU)	15,000	-
Safe Routes To Schools (Caltrans)	-	244,000
Long Term Financing Outreach (CMA/TLU)	-	55,000
Website Redesign (FHWA)	-	100,000
Napa Valley Vine Trail (multiyear)	-	1,000,000
	\$1,145,500	\$2,429,000

Public Transit Studies	2011-2012	2012-2013
American Canyon Park N Ride (siteID, purchase, design, constuct. Am Can)	35,000	35,000
Napa Valley College Transit Center (VINE)	35,000	35,000
	\$70,000	\$70,000

NEW CAPITAL INVESTMENTS 2012-2013

PROJECT DEPT FUNDING STATUS	VEHICLES					FACILITIES					EQUIPMENT			
	A	B	C	D	E	F	G	H	I	J	K	L	M	N
3 VME On Vans (100)	31100													
5 VME CMA Buses	31200													
2 VME Buses (Mid-Size)	31400													
4 VME Buses (or CMA)	31200													
Yononville Trolley	31900													
Part & Ride (Frankville)	31500													
HW College Upgrade	31200													
Transit Center	31200													
Maintenance Facility Upgrade / CMA Paving Station	31200													
American Canyon Park & Ride	31400													
Digital Signage "Next Arrival" (8 x 1 system)	31200													
New Bus Modernization	31200													
Wayfinding Signage	31200													
Security														
TOTALS														
FTA 5307														
FTA State of Good Repair 5309														
FTA 5311														
STATE: TDA (LTF)														
STATE: Prop. 1B Lifeline														
STATE: Prop. 1B Small Op														
STATE: Prop. 1B Rev Based														
M2 Capital														
Special Purpose														
STATE: STA Lifeline														
STATE: STA Reg. Para														
TOTAL FOR YEAR														

Previously Programmed or Future Program \$11,774,800 15,600 72,500 167,700 11,455,000 65,000

TOTAL PROJECT COSTS	\$20,592,800	\$2,326,300	\$200,100	\$1,984,200	\$183,200	\$217,700	\$200,000	\$12,455,000	\$1,400,000	\$150,000	\$60,000	\$965,400	\$200,000	\$25,000
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April 18, 2012
NCTPA Agenda Item 10.2
Continued From: New
Action Requested: APPROVE

NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter

TO: Board of Directors
FROM: Paul W. Price, Executive Director
REPORT BY: Tom Roberts, Program Manager-Public Transit
(707) 259-8635 / Email: troberts@nctpa.net
SUBJECT: Public Hearing on Napa Transit Routes Service Redesign

RECOMMENDATION

The NCTPA Board (1) hold a Public Hearing on proposed VINE Transit Routes Service enhancements for the City of Napa, and (2) discuss, comment and provide feedback on proposed service redesign options for local bus routes in the City of Napa and the reconfiguration of Route 10.

COMMITTEE RECOMMENDATION

None.

EXECUTIVE SUMMARY

Beginning in 2010, extensive studies were conducted by Wilbur Smith Associates and Ilium Associates of current transit service in the City of Napa. Based upon the findings of those efforts, staff is proposing the Board consider service improvements to address concerns regarding bus frequency, on-time performance, providing more travel options to passengers, and potentially splitting the route 10 into two overlapping routes.

PROCEDURAL REQUIREMENTS

1. Open Public Hearing
2. Staff Report
3. Public Comments
4. Close Public Hearing
5. Motion, Second, Discussion and Vote

FISCAL IMPACT

Is there a Fiscal Impact? enhancements adopted.	Yes. The specific amount is contingent upon service
Is it currently budgeted?	Yes
Where is it budgeted?	Public Transit
Is it Mandatory or Discretionary:	Discretionary.
Is the general fund affected?	No.
Future fiscal impact:	Amount is contingent upon enhancements.

CEQA REQUIREMENTS

The proposed action is not a project as defined in Section 15378 of the CEQA Guidelines, which define a project as an action which has the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change. Accordingly, no additional CEQA review is required at this time.

BACKGROUND AND DISCUSSION

In the past few years the agency has laid the foundation for improving public transit by making significant investments in its public transit infrastructure including:

- New bus shelters and stop improvements system-wide
- 36 new buses here or on the way
- New Park and Ride lots
- "Where's My Bus" technology
- New Transit Center under construction

In addition, recent service redesigns in American Canyon and Yountville (soon to be followed by Calistoga and St. Helena) have proven that residents of the Napa Valley will use well designed, responsive, public transit.

Beginning in 2010, extensive studies were conducted by Wilbur Smith Associates of the current transit service in the City of Napa. In addition, NCTPA engaged Ilium Associates, Inc. to conduct telephone surveys and focus groups with Napa County residents to assess their willingness to ride public transit. Their research found:

“Commuters represent the largest potential market for increasing VINE ridership. A total of 25% of all commuters (defined as traveling to work or school three or more days a week) indicate they will very likely ride VINE service if improvements are made.”

“Commuters were asked to rate the importance of a number of transit service characteristics, based on how they influence their decision to begin riding VINE service. The results...show routing (directness of travel to/from the destination) and on-time performance, as the two highest rated characteristics. More than eight in ten commuters rated both characteristics as very important in their decision to begin riding. The third highest rated was service frequency at 78%.”

THE BACKBONE

The VINE Route 10 regional line, which runs from Calistoga to Vallejo and provides local service within the City of Napa, is currently the system’s highest performing route providing over a quarter-million trips a year. Running with varying frequency between 6 AM and roughly 9:45 PM, it also has the unfortunate distinction of having the worst on-time performance, with buses running late 50% - 60% of the time. This is largely caused by the unpredictability of nearly daily traffic incidents between American Canyon and Vallejo and/or up-Valley between Yountville and St. Helena. When an incident occurs at any one point in this very long route, the entire system in both directions is impacted.

In addition, the varying frequency provides too few, and unpredictable, runs during commute times, which combined with the on-time performance problems, make the route unreliable and unpredictable. This discourages transit ridership. Further, as the Route 10 is the lynch pin in linking the local transit services in each community in the valley and beyond, its performance failures effect ridership system-wide.

LOCAL NAPA ROUTES

Presently, the VINE transit service in the City of Napa suffers from a number of deficiencies discouraging ridership including:

- Poor frequency (a bus only once an hour)
- Long, circuitous/indirect routes, one-way loops (site seeing tour of Napa)
- Few direct choices to get between points “A” and “B”
- Inadequate on-time performance
- Too few opportunities for passengers to transfer
- Service not suited to valley-wide commuters

Collectively, these deficiencies have stifled ridership growth.

CONCLUSION

Building a transit system people will use depends upon several factors:

- Good frequency of service
- Dependability of service
- Coverage of service
- Connectivity
- Directness of travel
- Options for travel
- Easy to understand

In an attempt to address the concerns identified and develop more responsive transit service, staff will be proposing for the Board's consideration potential service improvements benefitting residents of the City of Napa and valley-wide commuters.

SUPPORTING DOCUMENTS

None.



April 18, 2012
NCTPA Agenda Item 11.1
Continued From: June 2011
Action Requested: APPROVE

NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter

TO: Board of Directors
FROM: Paul W. Price, Executive Director
REPORT BY: Danielle Schmitz, Associate Program Planner/Administrator
(707) 259-5968 / Email: dschmitz@ncpta.net
SUBJECT: Approval of Memorandum of Understanding (MOU) Delegation of SubRHNA Responsibilities to the Napa County Subregion

RECOMMENDATION

That the NCTPA Board authorize the NCTPA Executive Director or his designee to enter into the Memorandum of Understanding (MOU) Delegation of SubRHNA Responsibilities to the Napa County Subregion (Attachment 1) on behalf of the Napa County Subregion.

COMMITTEE RECOMMENDATION

The NCTPA Technical Advisory Body (TAB) recommended at their March 30th meeting that the NCTPA Board authorize the Executive Director to enter into the Delegation Agreement on behalf of the Napa Subregion (Attachment 1).

Both the TAB and the NCTPA Policy Advisory Body (PAB) have had the chance to review the Delegation Agreement and provide edits/comments. NCTPA legal counsel has also reviewed the Delegation Agreement.

EXECUTIVE SUMMARY

The County of Napa and all of the cities and town within the County have adopted resolutions to participate as a "Subregion" in the Regional Housing Needs Allocation (RHNA) Process and are herein members of the Napa Subregion. The Napa County Transportation and Planning Agency (NCTPA) is the countywide representative for the Subregion.

The jurisdictions of Napa County have formed a subregion for the purpose of devising a methodology and distributing housing shares for the next RHNA cycle 2014-2022. In

creating a subregion the jurisdictions have increased their involvement and control of the allocation process. Members of the subregion will have the flexibility to negotiate with other members for adjustments to their allocations. To assist NCTPA in this process the NCTPA Board created a Technical Advisory Body (TAB) and Policy Advisory Body (PAB).

The next step of the subRHNA process is to enter into an agreement with the Association of Bay Area Governments (ABAG) known as the "delegation agreement". Government Code Section 65584.03(b) states: The delegate subregion and the council of governments shall enter into an agreement that sets forth the process, timing, and other terms and conditions of the delegation of responsibility by the council of governments to the subregion.

This agreement grants the Napa subregion the authority to come up with their own methodology, using their own specific local factors for the purpose of distributing RHNA numbers to its member jurisdictions. Once the Napa Subregion enters into the agreement the next step would be for the subregion to issue a draft methodology. The TAB is working diligently on this process, and has been working alongside the Regional Housing and Methodology Committee (HMC) over the last year.

PROCEDURAL REQUIREMENTS

1. Staff Report
2. Public Comments
3. Motion, Second, Discussion and Vote

FISCAL IMPACT

Is there a Fiscal Impact? No fiscal impact included with this action at this time.

CEQA REQUIREMENTS

The proposed action is not a project as defined in Section 15378 of the CEQA Guidelines, which define a project as an action which has the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change. Accordingly, no additional CEQA review is required at this time.

BACKGROUND AND DISCUSSION

The County of Napa and all of the cities and town within the County have adopted resolutions to participate as a "Subregion" in the Regional Housing Needs Allocation (RHNA) Process and are herein members of the Napa Subregion. The Napa County Transportation and Planning Agency (NCTPA) is the countywide representative for the Subregion.

Staff is asking the NCTPA Board to authorize the NCTPA Executive Director (or his designee) to enter into the Subregional Delegation Agreement on behalf of the Napa Subregion. The subregional Delegation Agreement sets forth the process and timeline for the Napa subregion.

The Napa Subregion has been working diligently on the RHNA process for the 2014-2022 cycle. The Napa subregion has representation on the Housing Methodology Committee (HMC) and has been attentively participating in the Regional Housing Needs Determination and Sustainable Communities Strategy (SCS) Process. All the jurisdictions of Napa County have been collaborating over the last year through the TAB and PAB, working on potential alternative methodology approaches, engaging stakeholders through public outreach efforts, and jointly responding to ABAG when iterations of the RHNA/SCS scenario needed to be commented upon. The major milestones for the Napa Subregion RHNA/SCS process are as follows:

- 1) April 2012 – Napa Subregion enters into Delegation Agreement
- 2) May 2012 – Napa Subregion issues draft methodology at the NCTPA Board Meeting (May 17th)
- 3) May 30th – Napa Subregion holds public workshop on the draft methodology (date tentative)
- 4) June 5th – City/County Staff to take draft method to City Councils/BOS for approval
- 5) June 2012 – Napa Subregion holds a public hearing at the June 20th NCTPA Board Meeting
- 6) July 2012 – Napa Subregion to approve the final subregional methodology at the July 18th NCTPA Board Meeting
- 7) January 11, 2013 – Deadline for jurisdiction to pullout of the subregion
- 8) February 1, 2013 – Deadline for Napa Subregion to submit final allocations to ABAG

In anticipation of the Napa Subregion issuing a draft methodology in May the NCTPA PAB will be meeting in late April to make a recommendation on a draft methodology for the Napa subregion. The TAB has preliminarily recommended using the ABAG method as the starting point and basis for a subregional distribution, but including in the subregion's method the ability to conduct allocation trades that continue to meet the objectives of state housing allocation law. The final recommendation from the TAB and PAB will be brought before the NCTPA Board in May.

SUPPORTING DOCUMENTS

- Attachments:
- (1) Memorandum of Understanding Delegation of SubRHNA Responsibilities to the Napa County Subregion
 - (2) RHNA Steps and Current Timeline for Napa Subregion (as of 3/12)

MEMORANDUM OF UNDERSTANDING

**DELEGATION OF SUBRHNA RESPONSIBILITIES TO THE
NAPA COUNTY SUBREGION**

The following local governments (Attachment A) that have formed a “subregion” (Subregion) as described in Government Code Section 65584.03 (all subsequent references to the Government Code will be “Govt C.”) and the Association of Bay Area Governments (ABAG) which is the “council of governments” for the San Francisco Bay Area as described in Govt C. Section 65582(b) enter into this Agreement (Agreement) pursuant to Govt C. Section 65584.03(b) and based on the following common understanding:

- A. The Housing Element Law (Govt C. Sections 65580 – 65589.8, inclusive) provides for a regional housing need allocation process (RHNA) described in Govt C. Sections 65584 – 65584.05, inclusive (RHNA Law).
- B. For the fifth revision of RHNA, Govt C. Section 65584.03 provides that certain combinations of local governments may form a subregion to perform RHNA for themselves (SubRHNA).
- C. Govt C. Section 65584.03:
 - (1) has explicit directions to ABAG and the Subregion on how to conduct RHNA and SubRHNA;
 - (2) explicitly describes some of the discretion granted ABAG and the Subregion in choosing processes and outcomes for RHNA and SubRHNA;
 - (3) leaves some patent (known) ambiguities as to how RHNA and SubRHNA are to be conducted; and
 - (4) may also leave some latent (unknown) ambiguities.
- D. The current schedule for the fifth revision of the RHNA for the San Francisco Bay Region is set forth in Attachment B. The schedule in Attachment B may be modified only after written notice to each subregion and only after the agreement of any subregion adversely affected by the proposed change.

ABAG and the Subregion agree to undertake their respective implementation of RHNA and SubRHNA under this Agreement in the following manner:

1. Formation of Subregion

The Subregion has submitted to ABAG resolutions adopted by the governing bodies of each local government in the subregion authorizing the local government’s participation in the Subregion for the purpose of carrying out SubRHNA.

2. Data Collection and Development

The RHNA Law requires ABAG to conduct a data survey; ABAG will provide the Subregion with the data it collects and develops. Subregion acknowledges that ABAG does not have the resources to reformat or retabulate data at the subregional level or otherwise manipulate the data at the Subregion’s request.

3. Regional Housing Need Determination: Subregional Share

The California Department of Housing and Community Development (HCD) is scheduled to release the regional housing need determination (RHND) in February 2012 (See Attachment B for the current schedule for RHNA and Sustainable Communities Strategy activities). As soon as practical after receipt of the RHND from HCD, ABAG will notify the Subregion of the RHND.

ABAG will determine each subregion's share of the RHND in two (2) steps:

- a. The Subregion's share of total dwelling units in the RHND will be the ratio between the Subregion's total housing unit growth and the region's total housing unit growth for the period from 2014 to 2022 as reflected in the "Jobs-Housing Connection Scenario" schedule to be adopted by ABAG in May 2012 as part of the "Sustainable Communities Strategy" to be included in the Regional Transportation Plan. The precise method for allocating total housing units to the subregions will be released for comment by the ABAG Executive Board on May 17, 2012. A public hearing on the allocation to subregions will be included as part of the public hearing scheduled at the ABAG Regional Planning Committee meeting of June 6, 2012. Final adoption of the allocation to subregions is scheduled to occur at the ABAG Executive Board meeting of July 19, 2012.
- b. The method for allocating the Subregion's share of RHND by income will be the same method that is used for allocating the region's share of the RHND by income in ABAG's final RHNA methodology scheduled for adoption by the ABAG Executive Board on July 19, 2012.

4. Release of Initial Draft Allocations

ABAG will issue initial draft allocations, including allocations for each of the local governments that are members of the Subregion (Draft Default Allocations), no later than July 20, 2012 and will close the period for local jurisdictions to request a revision effective September 18, 2012.

5. Possible Default and Dissolution of Subregion

- a. If prior to ABAG's deadline for requests for revisions (currently set for September 18, 2012) any member of the Subregion notifies ABAG in writing that it is withdrawing from the Subregion, then the withdrawing member will participate in the RHNA using their Draft Default Allocations subject to the timelines and procedures applicable to the other jurisdictions in the region, including but not limited to those governing requests for revisions under Govt C. Section 65584.05(b).
- b. If prior to ABAG's deadline for appeals (currently set for January 11, 2013), any member of the Subregion notifies ABAG in writing that it is withdrawing from the Subregion, then the withdrawing member will participate in the RHNA using their Draft Default Allocations subject to the timelines and procedures applicable to the other jurisdictions in the region, including but not limited to those governing appeals under Govt C. Section 65584.05(d).
- c. Members of a subregion may not withdraw from the Subregion after ABAG's deadline for appeals (currently set for January 11, 2013).

6. Final Allocations

- a. ABAG will issue the final RHNA, including allocations for each of the local governments that are members of the Subregion (Final Default Allocations), on the same date as it issues final allocations for the region (currently scheduled for April 12, 2013). ABAG is currently scheduled to conduct a public hearing on, and adopt, the Final RHNA on May 16, 2013.
- b. The Subregion will adopt its final SubRHNA by February 1, 2013 pursuant to a resolution demonstrating that the housing need allocation plan meets the requirements of Govt. C. Section 65584.04(i)(3) and transmit the final SubRHNA and a certified copy of the resolution to ABAG.
- c. ABAG will either accept the final SubRHNA and the determinations made in the SubRHNA resolution or notify the Subregion of the flaws in its determinations. If the latter occurs, ABAG and the Subregion will meet and agree on an approach that will meet the requirements in Govt C. Section 65584.04(i)(3).

7. Amendments to and Enforcement of this Agreement and Liability

- a. ABAG and the Subregion are each undertaking the responsibility to conduct a State mandated process (RHNA and SubRHNA, respectively) for the benefit of their respective members. This Agreement memorializes what each party understands is the cooperation and coordination needed for each to carry out its RHNA or SubRHNA responsibilities at the time this Agreement is executed. Changes in exigent circumstances or the RHNA Law may cause a party to conclude that this Agreement should be amended. All amendments to this Agreement must be in writing and executed by the original signatories, or their designees.
- b. If the parties cannot agree on changes to this Agreement or if one or both parties believe the other is in breach of this Agreement, the parties agree that none of them will seek any legal or equitable remedy, including, but not limited to specific performance, petition for a writ or direct or consequential damages.
- c. None of the parties to this Agreement assumes any responsibility for the acts or omissions of any other party. None of the parties to this Agreement intends to create any third party beneficiaries of this Agreement.

8. Validity

- a. Each party hereby represents to the other(s) that the signatory to this Agreement has the requisite authority to execute this Agreement on their behalf. The other party(ies) are entitled to rely on such representation regardless of whatever information it may have to the contrary.
- b. The following are the Contact Persons for ABAG and the Subregion with respect to any issues arising out of this Agreement, including but not limited to receipt of notices, the responses to notices or questions or representations regarding the status of ABAG or the Subregion or RHNA or SubRHNA. Each party is entitled to rely on the actions, or inaction, of the Contact Person as though given by ABAG or the Subregion.

ABAG Contact:
Name: _____
Address: _____
City: _____
State/Zip: _____
Telephone: _____

Subregion Contact:
Name: _____
Address: _____
City: _____
State/Zip: _____
Telephone: _____

ASSOCIATION OF BAY AREA GOVERNMENTS

SUBREGION

By _____
Ezra Rapport, Executive Director

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM AND CONTENT:

APPROVED AS TO FORM AND CONTENT:

By _____
Kenneth K. Moy, Legal Counsel

By _____
Name: _____
Title: _____

Attachment A: Jurisdictions that Have Formed a Subregion

Napa County

American Canyon
Calistoga
Napa
St. Helena
Yountville
Unincorporated Napa County

San Mateo County

Atherton
Belmont
Brisbane
Burlingame
Colma
Daly City
East Palo Alto
Foster City
Half Moon Bay
Hillsborough
Menlo Park
Millbrae
Pacifica
Portola Valley
Redwood City
San Bruno
San Carlos
San Mateo
South San Francisco
Woodside
Unincorporated San Mateo County

Solano County

Benicia
Dixon
Fairfield
Rio Vista
Suisun City
Vacaville
Vallejo
Unincorporated Solano County

2014-2022 RHNA / SCS Schedule

This schedule aligns the milestones for the RHNA with those of the SCS/RTP. The dates for each milestone take statutory requirements for public comment, local government response, etc. into account.

		ABAG RHNA Milestones	SubRHNA Milestones	SCS/RTP Milestones
1	Subregions Form		Mar. 2011	
2	Present SCS Alternative Scenario Concepts for Initial Review			June 10, 2011
3	Release Block Grant Concept			July 2011
4	Review RHNA Methodology Concepts at ABAG Executive Board	Sept. 2011		
5	Transportation Project Assessment to MTC Planning Committee			Oct./Nov. 2011
6	Release SCS Alternative Scenario Results for Public Review			Dec. 2011
7	County Public Workshops			Jan. 2012
8	Dept. of Housing and Community Development (HCD) Issues RHND ¹	Feb. 24, 2012		
9	Release Draft SCS Jobs-Housing Connection Scenario & OneBayArea Grant Proposal			Mar. 2012
10	Release Preliminary Draft RHNA Method	Mar. 2012		
11	MTC and ABAG Adopt SCS Jobs-Housing Connection Scenario & OneBayArea Grant			May 2012
12	EIR Kick-Off (Scoping) Public Meeting			May 2012
13	ABAG Releases Draft Method and Assigns Preliminary Subregional Shares ² <i>Action to be taken by ABAG Executive Board</i>	May 17, 2012		
14	Public hearing on Draft Method and Preliminary Subregional Shares at ABAG Regional Planning Committee ³	June 6, 2012		
15	ABAG Adopts Final Method <i>Action to be taken by ABAG Executive Board</i>	July 19, 2012		
16	ABAG Releases Draft Allocation ⁴ <i>Action to be taken by ABAG Executive Board</i>	July 20, 2012		
17	Deadline for Local Requests for Revisions to Draft Allocation ⁵	Sept. 18, 2012		
18	Release Draft SCS/RTP and Draft EIR			Nov. 2012
19	Release Draft Air Quality Conformity Analysis			Jan. 2013
20	ABAG Responds to Requests for Revisions ⁶	By Nov. 15, 2012		
21	Deadline for Local Appeals to Draft Allocation	Jan. 11, 2013		
22	Respond to Comments on Draft SCS/RTP EIR and Air Quality Conformity Analysis			Feb. 2013
23	Public Hearing on Local Appeals of ABAG Response to Revision Requests ⁷	Between Feb. 20 -25, 2013		
24	Deadline for Subregions to Submit Final Allocation and Resolution of Consistency with the SCS to ABAG for Review and Possible Consultation		Feb. 1, 2013	
25	ABAG Issues Final Allocation ⁸	April 12, 2013		
26	Adopt RTP/SCS, Certify EIR, Make Conformity Determination			April 2013
27	ABAG Adopts Final Allocation at Public Hearing ⁹ <i>Action to be taken by ABAG Executive Board</i>	May 16, 2013		
28	Local Governments Adopt Housing Element Revision	Oct. 2014		

¹ The date for HCD to determine the RHND has been set at this date by mutual agreement between ABAG and HCD.

² The survey of local governments regarding the statutory RHNA factors must be conducted within the 6 months prior to this date. GC §65584.04(b)

³ GC §65584.04(h) requires a public hearing and 60-day comment period on the draft method.

⁴ There is no statutory requirement that there be a gap between adoption of the final method and issuance of the draft RHNA.

⁵ Local jurisdictions have 60 days to review allocation and request revisions. GC §65584.05(b)

⁶ ABAG has up to 60 days to respond to requests for revisions, may be compressed. GC §65584.05(c)

⁷ A hearing must take place no earlier than 40 days and no more than 45 days after the deadline to file appeals. GC §65584.05(e)

⁸ Must occur within 45 days after completion of appeal process. Could be compressed to 0 days. GC §65584.05(f)

⁹ Must occur within 45 days of issuance of final allocation. No minimum interval required. GC §65584.05(h)

- | | |
|--|----------------------|
| 17) PAB Meeting | week of June 18 2012 |
| 18) Public Hearing on draft method at NCTPA Board Meeting | June 20,2012 |
| 19) TAB Meeting (if needed) | June 22, 2012 |
| 20) NCTPA Legal needs final method for review | June 27, 2012 |
| 21) Napa Subregion adopts final method and allocation plan
at NCTPA Board | July 18, 2012 |
| 22) ABAG adopts final method & draft allocation | July 19, 2012 |
| 23) Deadline for local requests for revisions to draft allocation | Sept. 18, 2012 |
| 24) Deadline for local appeals to draft allocation | Jan. 2013 |
| 25) Deadline for jurisdiction to drop out of subregion | Jan. 11, 2013 |
| 26) Deadline for subregion to submit final allocation | Feb. 1, 2013 |
| 27) ABAG issues final allocation & adopt RTP/SCS | April-May 2013 |
| 28) Housing Element due | Oct. 2014 |



April 18, 2012
NCTPA Agenda Item 11.2
Continued From: New
Action Requested: APPROVE

NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter

TO: Board of Directors
FROM: Paul W. Price, Executive Director
REPORT BY: Paul W. Price, Executive Director
(707) 259-8634 / Email: ppriceo@nctpa.net
SUBJECT: Approval of Resolution No. 12-10 Supporting Assembly
Constitutional Amendment (ACA) 23

RECOMMENDATION

That the NCTPA Board approve (1) Resolution No. 12-10 (Attachment 1) supporting ACA 23 and (2) authorize the Chair to send a letter of support for ACA 23 (Perea) (Attachment 2).

COMMITTEE RECOMMENDATION

None.

EXECUTIVE SUMMARY

Currently, transportation measures going before the voters require a 2/3 voter approval before the measure can be enacted. ACA 23 would amend that requirement to a voter approval of 55% in favor to be enacted for transportation measures.

PROCEDURAL REQUIREMENTS

1. Staff Report
2. Public Comments
3. Motion, Second, Discussion and Vote

FINANCIAL IMPACT

Is there a fiscal impact? No

ENVIRONMENTAL DETERMINATION

The proposed action is not a project as defined in Section 15378 of the CEQA Guidelines, which define a project as an action, which has the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change. Accordingly, no additional CEQA review is required at this time.

BACKGROUND AND DISCUSSION

NCTPA has been working with a number of counties (Aspiring Counties group) within the State of California that do not currently have a sales tax in place for transportation. As a part of the effort to identify obstacles to passing transportation measures, the threshold of gaining a 2/3 voter support level has been the single biggest challenge. One of the "Aspiring Counties" members has persuaded Assemblymember Perea to sponsor legislation that, if enacted, would change the voter threshold for approval from 66.67% to 55%.

SUPPORTING DOCUMENTS

- Attachments:
- (1) Resolution No. 12-10
 - (2) Proposed Letter of Support
 - (3) California Legislature 2011-12 Regular Session ACA 23 Introduced
 - (4) Kern Council of Governments Proposed ACA 23 Language
 - (5) ACA 23 Talking Points

RESOLUTION No. 12-10

**A RESOLUTION OF THE
NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY (NCTPA)
SUPPORTING ACA 23, AN AMENDMENT TO THE CALIFORNIA CONSTITUTION
LOWERING THE VOTER THRESHOLD TO 55 PERCENT FOR LOCAL
TRANSPORTATION SALES TAX MEASURES**

WHEREAS, maintaining transportation and transit infrastructure is in the interest of all Napa County residents; and

WHEREAS, local sales tax measures help make our roads safer and reduce traffic by improving mass transit, highways and local roads; and

WHEREAS, Assembly Constitutional Amendment 23, which would amend California's Constitution to lower the voter threshold to 55 percent for local transportation sales tax measures is based on the principle that taxes paid at the gas pump should be used for transportation purposes; and

WHEREAS, with our neglected transportation system needing attention, California has the third worst deteriorated roads in the nation, and more than more than 6,000 of the state's bridges and overpasses and structurally deficient or no longer meet highway safety or design standards; and

WHEREAS, local transportation sales taxes provide a stable and ongoing source of transportation funding that will make it possible to plan for our future transportation needs; and

WHEREAS, ACA 23 will help provide funds for cities and counties to help fix potholes, repair dangerous road conditions and improve the safety of children walking or biking to school; and

WHEREAS, such an amendment will help speed up highway safety and traffic relief projects, and expand and improve mass transit systems; and

WHEREAS, local sales tax measures are subject to an annual audit and standard accounting practices to ensure the projects they provide are delivered on time and on budget; and

WHEREAS, by speeding up transportation projects thousands of new construction and other jobs will be created, our economy will be stimulated and every dollar invested in our highways will result in almost six times that in economic benefits:

NOW THEREFORE BE IT RESOLVED by the governing board of the Napa County Transportation and Planning Agency that:

1. The foregoing recitals are true and correct.

2. NCTPA endorses and promotes the objectives and projected outcomes of an amendment to California’s Constitution lowering the voter threshold to 55 percent for local transportation sales tax measures.

3. NCTPA seeks the endorsement and support of all other city, county and state elected officials within Napa County for ACA 23.

Passed and Adopted the 18th day of April, 2012.

Keith Caldwell, NCTPA Chair

Ayes:

Noes:

Absent:

ATTEST:

Karalyn E. Sanderlin, NCTPA Board Secretary

APPROVED:

Janice Killion, NCTPA Legal Counsel

April 18, 2012

The Honorable Henry Perea
Assemblymember, 31st District
State Capitol
P.O. Box 942849
Sacramento, CA 94249-0031

Assemblymember Perea:

Thank you for authoring Assembly Constitutional Amendment 23, which will reduce the voter threshold for local transportation sales tax measures to 55 percent. This is a fair and equitable solution to the ongoing revenue concerns California faces in attempting to solve its transportation infrastructure problems.

This amendment recognizes that our state's neglected transportation system needs attention. California has the third worst-deteriorated roads in the nation, and more than more than 6,000 of the state's bridges and overpasses are structurally deficient or no longer meet highway safety or design standards.

Furthermore, fuel tax purchasing power has continued its lengthy decline over the last decade as vehicles become more fuel efficient. While particularly noticeable in California, the declining purchasing power of fuel taxes has become a nationwide problem. After adjusting to account for growth in construction costs, the average state's gas tax rate has effectively fallen by 20 percent, or 6.8 cents per gallon since the last time it was increased.

Today, local governments and transportation agencies are meeting new demands for cleaner air, reduced congestion, and improved transit opportunities while facing uncertain state funding sources. If enacted by the Legislature and approved by the voters, ACA 23 has the potential to aid in the fight to keep our roads, highways and public transportation networks safe and efficient.

Many small counties have won majority votes for local transportation improvement sales taxes, but were unable to make the two-thirds requirement. Supporting ACA 23 gives counties majorities to establish their own measures to address transportation needs that are best understood at the local level. By giving these important measures a fighting chance, all regions of California, including the unique economies of the San Joaquin Valley, can participate in building a stronger transportation network. Now is a good time to help county majorities establish their own measures to fund badly needed transportation improvements.

Again, thank you for your work sponsoring this amendment. We believe it is an issue whose time has come.

Sincerely,

Keith Caldwell
NCTPA Chairman

Assembly Constitutional Amendment

No. 23

Introduced by Assembly Member Perea

February 23, 2012

Assembly Constitutional Amendment No. 23—A resolution to propose to the people of the State of California an amendment to the Constitution of the State, by amending Section 4 of Article XIII A thereof, and by amending Section 2 of Article XIII C thereof, relating to taxation.

LEGISLATIVE COUNSEL'S DIGEST

ACA 23, as introduced, Perea. Local government transportation projects: special taxes: voter approval.

The California Constitution conditions the imposition of a special tax by a city, county, or special district upon the approval of $\frac{2}{3}$ of the voters of the city, county, or special district voting on that tax, except that certain school entities may levy an ad valorem property tax for specified purposes with the approval of 55% of the voters within the jurisdiction of these entities.

This measure would provide that the imposition, extension, or increase of a special tax by a local government for the purpose of providing funding for local transportation projects requires the approval of 55% of its voters voting on the proposition. The measure would also make conforming and technical, nonsubstantive changes.

Vote: $\frac{2}{3}$. Appropriation: no. Fiscal committee: no.
State-mandated local program: no.

- 1 *Resolved by the Assembly, the Senate concurring,* That the
- 2 Legislature of the State of California at its 2011–12 Regular

1 Session commencing on the sixth day of December 2010,
 2 two-thirds of the membership of each house concurring, hereby
 3 proposes to the people of the State of California that the
 4 Constitution of the State be amended as follows:

5 First—That Section 4 of Article XIII A thereof is amended to
 6 read:

7 Section 4. ~~Cities, Counties and special districts, Except as~~
 8 ~~otherwise provided by Section 2 of Article XIII C, a city, county,~~
 9 ~~or special district, by a two-thirds vote of the qualified electors of~~
 10 ~~such district its voters voting on the proposition, may impose~~
 11 ~~special taxes on such district a special tax within that city, county,~~
 12 ~~or special district, except an ad valorem taxes tax on real property~~
 13 ~~or a transaction transactions tax or sales tax on the sale of real~~
 14 ~~property within such City, County that city, county, or special~~
 15 ~~district.~~

16 Second—That Section 2 of Article XIII C thereof is amended
 17 to read:

18 SEC. 2. ~~Local Government Tax Limitation.~~ Notwithstanding
 19 any other provision of this Constitution:

20 (a) ~~All taxes~~ A tax imposed by any local government ~~shall be~~
 21 ~~deemed to be~~ is either a general taxes tax or a special taxes. Special
 22 ~~purpose districts tax. A special district or agencies agency,~~
 23 ~~including a school districts, shall have district, has no power~~
 24 ~~authority to levy a general taxes tax.~~

25 (b) ~~No~~ A local government ~~may shall not~~ impose, extend, or
 26 increase any general tax unless and until that tax is submitted to
 27 the electorate and approved by a majority vote. A general tax ~~shall~~
 28 ~~is not be~~ deemed to have been increased if it is imposed at a rate
 29 not higher than the maximum rate so approved. The election
 30 required by this subdivision shall be consolidated with a regularly
 31 scheduled general election for members of the governing body of
 32 the local government, except in cases of emergency declared by
 33 a unanimous vote of the governing body.

34 (c) Any general tax imposed, extended, or increased, without
 35 voter approval, by any local government on or after January 1,
 36 1995, and prior to the effective date of this article, ~~shall may~~
 37 continue to be imposed only if *that general tax is* approved by a
 38 majority vote of the voters voting in an election on the issue of the
 39 imposition, which election ~~shall be is~~ held ~~within two years of the~~

1 ~~effective date of this article no later than November 6, 1998, and~~
2 in compliance with subdivision (b).

3 (d) ~~No (1) Except as otherwise provided in paragraph (2), a~~
4 local government ~~may~~ shall not impose, extend, or increase any
5 special tax unless and until that tax is submitted to the electorate
6 and approved by ~~a two-thirds vote of the voters voting on the~~
7 proposition. A special tax ~~shall~~ is not ~~be~~ deemed to have been
8 increased if it is imposed at a rate not higher than the maximum
9 rate so approved.

10 (2) *The imposition, extension, or increase of a special tax by a*
11 *local government for the purpose of providing funding for local*
12 *transportation projects under its jurisdiction, as may otherwise*
13 *be authorized by law, requires the approval of 55 percent of the*
14 *voters voting on the proposition. A special tax for the purpose of*
15 *providing funding for local transportation projects is not deemed*
16 *to have been increased if it is imposed at a rate not higher than*
17 *the maximum rate previously approved in the manner required by*
18 *law. The Legislature shall define local transportation projects for*
19 *purposes of this paragraph.*



**Kern Council
of Governments**

2011 CA ACA 23

AUTHOR: Perea
VERSION: Introduced
VERSION DATE: 02/23/2012

BILL NUMBER: ACA 23 INTRODUCED

BILL TEXT

INTRODUCED BY Assembly Member Perea

FEBRUARY 23, 2012

A resolution to propose to the people of the State of California an amendment to the Constitution of the State, by amending Section 4 of Article XIII A thereof, and by amending Section 2 of Article XIII C thereof, relating to taxation.

LEGISLATIVE COUNSEL'S DIGEST

ACA 23, as introduced, Perea. Local government transportation projects: special taxes: voter approval.

The California Constitution conditions the imposition of a special tax by a city, county, or special district upon the approval of 2/3 of the voters of the city, county, or special district voting on that tax, except that certain school entities may levy an ad valorem property tax for specified purposes with the approval of 55% of the voters within the jurisdiction of these entities.

This measure would provide that the imposition, extension, or increase of a special tax by a local government for the purpose of providing funding for local transportation projects requires the approval of 55% of its voters voting on the proposition. The measure would also make conforming and technical, nonsubstantive changes.

Vote: 2/3. Appropriation: no. Fiscal committee: no. State-mandated local program: no.

Resolved by the Assembly, the Senate concurring, That the Legislature of the State of California at its 2011-12 Regular Session commencing on the sixth day of December 2010, two-thirds of the membership of each house concurring, hereby proposes to the people of the State of California that the Constitution of the State be amended as follows:

First-- That Section 4 of Article XIII A thereof is amended to read:

Section 4. ~~Cities, Counties and special districts, Except as otherwise provided by Section 2 of Article XIII C, a city, county, or special district, by a two-thirds vote of the qualified electors of such district~~ its voters voting on the proposition , may impose ~~special taxes on such district~~ a special tax within that city, county, or special

district , except an ad valorem ~~taxes tax~~ on real property or a ~~transaction~~ transactions tax or sales tax on the sale of real property within ~~such City, County~~ that city, county, or special district.

Second-- That Section 2 of Article XIII C thereof is amended to read:

SEC. 2. ~~Local Government Tax Limitation.~~ Notwithstanding any other provision of this Constitution:

(a) ~~All taxes~~ A tax imposed by any local government ~~shall be deemed to be~~ is either a general ~~taxes tax~~ or a special ~~taxes. Special purpose districts tax.~~ A special district or ~~ageneies~~ agency , including a school ~~districts,~~ district, ~~has no power authority~~ to levy a general ~~taxes tax~~ .

(b) ~~No~~ A local government ~~may~~ shall not impose, extend, or increase any general tax unless and until that tax is submitted to the electorate and approved by a majority vote. A general tax ~~shall is~~ is not ~~be~~ deemed to have been increased if it is imposed at a rate not higher than the maximum rate so approved. The election required by this subdivision shall be consolidated with a regularly scheduled general election for members of the governing body of the local government, except in cases of emergency declared by a unanimous vote of the governing body.

(c) Any general tax imposed, extended, or increased, without voter approval, by any local government on or after January 1, 1995, and prior to the effective date of this article, ~~shall may~~ continue to be imposed only if that general tax is approved by a majority vote of the voters voting in an election on the issue of the imposition, which election ~~shall be is~~ is held ~~within two years of the effective date of this article~~ no later than November 6, 1998, and in compliance with subdivision (b).

(d) ~~No~~ (1) Except as otherwise provided in paragraph (2), a local government ~~may~~ shall not impose, extend, or increase any special tax unless and until that tax is submitted to the electorate and approved by a two-thirds ~~vote~~ of the voters voting on the proposition . A special tax ~~shall is~~ is not ~~be~~ deemed to have been increased if it is imposed at a rate not higher than the maximum rate so approved.

(2) The imposition, extension, or increase of a special tax by a local government for the purpose of providing funding for local transportation projects under its jurisdiction, as may otherwise be authorized by law, requires the approval of 55 percent of the voters voting on the proposition. A special tax for the purpose of providing funding for local transportation projects is not deemed to have been increased if it is imposed at a rate not higher than the maximum rate previously approved in the manner required by law. The Legislature shall define local transportation projects for purposes of this paragraph.

ACA 23 talking points

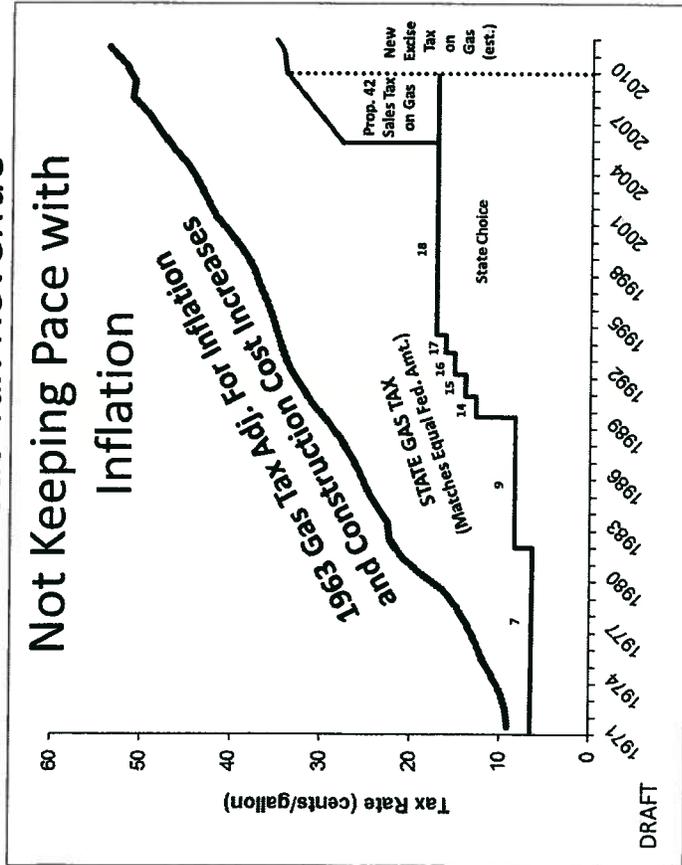
- Assembly Constitutional Amendment 23 recognizes that our state's neglected transportation system needs attention.
- Fuel tax purchasing power has continued its lengthy decline over the last decade as vehicles become more fuel efficient. While particularly noticeable in California, the declining purchasing power of fuel taxes has become a nationwide problem.
- Local governments and transportation agencies are meeting new demands for cleaner air, reduced congestion, and improved transit opportunities while facing uncertain state funding sources.
- According to Caltrans, 53 percent of transportation capital funding in California is coming from self-help counties.

The existing two-thirds voter majority requirement allows local measures to be hijacked by special interests that seek payoffs to avoid their opposition.

- Local government funding measures remain local. These funds have NEVER been seized by the state.
- The two-thirds voter threshold for new, local transportation measures creates a nearly insurmountable hurdle for capital improvement, maintenance and public transportation projects. By the time enough voters recognize the need for such a measure, project deterioration costs have skyrocketed.
- A measure that requires a 55 percent majority has been acceptable for school bond measures for several years.

State Gas Tax Revenue

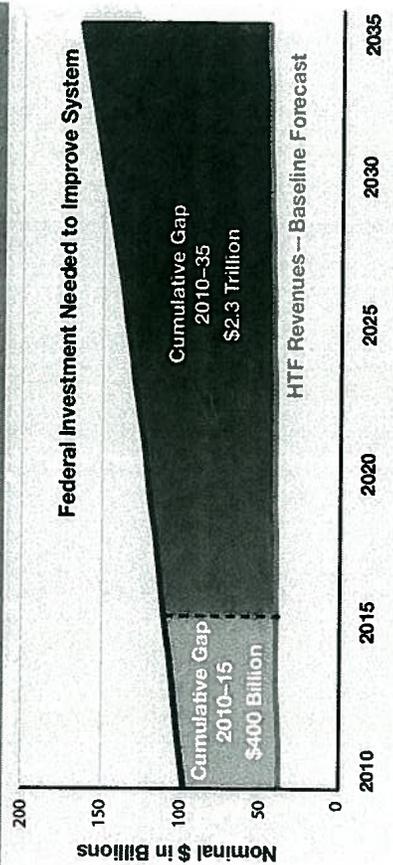
Not Keeping Pace with Inflation



26

It's a National Problem

EXHIBIT ES-3: A LARGE AND WIDENING GAP BETWEEN FEDERAL REVENUES AND INVESTMENT NEEDS, 2010-35 (in nominal dollars)





April 18, 2012
NCTPA Agenda Item 11.3
Continued From: New
Action Requested: APPROVE

NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter

TO: Board of Directors
FROM: Paul W. Price, Executive Director
REPORT BY: Eliot Hurwitz, Program Manager-Planning
(707) 259-8782 / Email: ehurwitz@ncpta.net
SUBJECT: Surface Transportation Plan (STP) and Congestion Mitigation and Air Quality Improvement Program (CMAQ) Allocation Policy

RECOMMENDATION

That the NCTPA Board adopt a policy on the allocation of Federal Surface Transportation Plan (STP) and Congestion Mitigation and Air Quality Improvement Program (CMAQ) funds.

COMMITTEE RECOMMENDATION

None.

EXECUTIVE SUMMARY

A Napa Countywide Road Maintenance Act, a Transaction and Use Tax for the purposes of maintaining and rehabilitating countywide streets and roads, is currently being proposed to present to Napa County voters in November of 2012. This tax would take effect in July of 2018. Given that "active transportation" modes (including bicycles, walking, etc.) are, by NCTPA policy, planned to account for up to 20% of all trips by 2035, and given that the abovementioned tax will not be available to fund off-street transportation improvements, it is proposed that NCTPA make a commitment to fund active transportation, in the form of Class I multiuse paths, from other fund sources, in particular Surface Transportation Plan (STP) and Congestion Mitigation and Air Quality Improvement Program (CMAQ) funds. CMAQ funds have traditionally been used for alternative transportation elements as the stated federal direction of these funds is for congestion mitigation and air quality purposes.

PROCEDURAL REQUIREMENTS

1. Staff Report
2. Public Comment
3. Motion, Second, Discussion and Vote

FINANCIAL IMPACT

Is there a Fiscal Impact? Yes. Board Action will establish a policy for allocation of federal funds. Based on previous years' allocations, this policy may be applicable to approximately \$750,000 in funding each year.

CEQA REQUIREMENTS

The proposed action is not a project as defined in Section 15378 of the CEQA Guidelines, which define a project as an action, which has the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change. Accordingly, no additional CEQA review is required at this time.

BACKGROUND AND DISCUSSION

The policy shall be:

It shall be the policy of NCTPA that an amount equivalent to 6.67% of the funds generated by NVTA Ordinance 2012-01, be set aside from all Federal Surface Transportation Plan (STP) and Congestion Mitigation and Air Quality Improvement Program (CMAQ) funds, and shall be allocated to Napa county jurisdictions for Class I multiuse path projects within the Cities, Town and County of Napa.

This policy will go into effect at such time as the Napa Countywide Road Maintenance Act becomes operative (currently projected to be July 2018 if the measure is approved by voters in November 2012).

SUPPORTING DOCUMENTS

Attachment: (1) NCTPA Policy: Programming of Surface Transportation Program (STP) And Congestion Mitigation & Air Quality Improvement Program (CMAQ) Funds in Napa County

**NCTPA Policy
Programming of
Surface Transportation Program (STP) and
Congestion Mitigation & Air Quality Improvement Program (CMAQ)
Funds in Napa County**

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Adopted April 18, 2012