



625 Burnell Street, Napa CA 94559

Napa County Transportation and Planning Agency (NCTPA)

Board of Directors

AGENDA

**Wednesday, April 17, 2013
1:30 p.m.**

**NCTPA/NVTA Conference Room
625 Burnell Street
Napa CA 94559
(Note Meeting Location)**

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/agendas-minutes/12 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, 625 Burnell Street, 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/agendas-minutes/12

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
Chris Canning, Mayor	City of Calistoga
Michael Dunsford	City of Calistoga
Scott Sedgley	City of Napa
Jill Techel, Mayor	City of Napa
Keith Caldwell,	County of Napa
Bill Dodd	County of Napa
Ann Nevero, 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. Director’s Update
- 7. Caltrans’ Update

8. **PRESENTATION**

TIME

8.1 Plan Bay Area

1:45 PM

Staff representing the Metropolitan Transportation Commission (MTC) and the Association of Bay Area Governments (ABAG) will give a presentation on the draft Plan Bay Area.

9. **CONSENT ITEMS (9.1 – 9.6)**

RECOMMENDATION

TIME

- 9.1 Approval of Meeting Minutes of March 20, 2013 (Karrie Sanderlin) (*Pages 10-15*)

APPROVE

2:35 PM

- 9.2 Approval of NCTPA Agreement No. 13-05 with Brown Armstrong Accountancy Corporation (Antonio Onorato) *(Pages 16-36)* APPROVE

Board action will approve an agreement with Brown Armstrong Accountancy Corporation for fiscal auditing services for a period of up to five years in an amount not to exceed \$221,511.

- 9.3 Notice of Completion Soscol Gateway Transit Center (SGTC) (Lawrence Gawell) *(Pages 37-40)* APPROVE

Board action will approve the filing of a Notice of Completion with the Recorder-County Clerk for NCTPA Contract 11-20, the Soscol Gateway Transit Center.

- 9.4 Approval of NCTPA Agreement No. 13-04 with CDM Smith (Lawrence Gawell) *(Pages 41-56)* APPROVE

Board action will approve an agreement with CDM Smith (formerly Wilbur Smith and Associates) for development of the Short Range Transit Plan (SRTP) 2013-2022.

- 9.5 Approval to Extend the Call for Projects for the FY 2013-14 Transportation Fund for Clean Air (TFCA) Program Manager Funds (Danielle Schmitz) *(Pages 57-76)* APPROVE

Board action will approve extending the call for TFCA projects for FY 2013-14 pending receipt of an eligible project application(s) but no later than September 2, 2013 to allocate approximately \$189,000 in FY 2013-14.

- 9.6 Approval of Second Amendment to Work Authorization No. 1 NCTPA Agreement No. 10-20 with CH2MHILL, Inc. for Work Associated with On-Call Engineering and Project Delivery Services (Lawrence Gawell) *(Pages 77-80)*

APPROVE

Board action will approve an amendment to Work Authorization No. 1 NCTPA Agreement No. 10-20 with CH2MHILL, Inc. to provide funding for additional work for the SGTC in an amount not to exceed \$14,602.67.

10. **PUBLIC HEARING**

RECOMMENDATION

TIME

- 10.1 Public Hearing and Approval of Resolution No. 13-08 Authorizing the Submittal of a Federal Transit Administration (FTA) Section 5310 Grant Application (Matthew Wilcox) *(Pages 81-85)*

APPROVE

2:40 PM

Board action will hold a public hearing and authorize the submittal of an application for FTA Section 5310 funds in the amount of \$204,000 to fund replacement vehicles for the Agency's Shared Vehicle program.

11. **REGULAR AGENDA ITEMS**

RECOMMENDATION

TIME

- 11.1 Legislative Update & Bill Matrix (Kate Miller) *(Pages 86-95)*

APPRIVE

2:50 PM

Board action will receive the monthly Legislative Update and approve staff recommendations on pending state bills.

- | | | | |
|------|--|------------------------|---------|
| 11.2 | Napa County Priority Development Area (PDA) Investment and Growth Strategy (Danielle Schmitz) <i>(Pages 96-171)</i> | APPROVE | 2:55 PM |
| | Board action will approve adoption of the PDA Investment and Growth Strategy. | | |
| 11.3 | First Reading of the Draft NCTPA FY 2013-14 Budget (Antonio Onorato) <i>(Pages 172-189)</i> | INFORMATION/
ACTION | 3:00 PM |
| | The Board will review and comment on the Draft NCTPA FY 2013-14 Budget. | | |
| 11.4 | Joint Powers Authority (JPA) Agreement Weighted Vote Sub Committee (Karrie Sanderlin) <i>(Pages 190-191)</i> | APPROVE | 3:15 PM |
| | Board action will appoint a sub-committee to review the JPA Agreement Weighted Voting structure. | | |
| 11.5 | Authorizing an Agreement between Gold Coast Transit and GFI Genfare, a division of SPX Corporation, for the Purchase of Eighty-five (85) Odyssey Fare Boxes (Lawrence Gawell) <i>(Pages 192-198)</i> | APPROVE | 3:25 PM |
| | Board action will authorize the Executive Director to piggyback upon a contract between Gold Coast Transit and GFI Genfare, and enter into an agreement with GFI Genfare for the purchase and installation of Eighty-five (85) Odyssey Fare Boxes in an amount not to exceed \$1,328,310.44. | | |

- 11.6 Approval of Work Authorization 1 to NCTPA Agreement No. 12-23 with Kimley-Horn and Associates Inc. for Work Associated with On-Call Professional Planning Services (Lawrence Gawell) *(Pages 199-209)* APPROVE 3:35 PM

Board action will approve Work Authorization to NCTPA Agreement No. 12-23 with Kimley-Horn and Associates Inc. for a Transit Maintenance Yard and Fueling Facility Feasibility Study in an amount not to exceed \$246,112.

- 11.7 Approval of Work Authorization No. 1 to NCTPA Agreement No. 12-18 with Fehr & Peers for Work Associated with On-Call Professional Planning Services (Lawrence Gawell) *(Pages 210-222)* APPROVE 3:40 PM

Board action will approve Work Authorization No. 1 to NCTPA Agreement No. 12-18 with Fehr & Peers for a Napa Valley Travel Behavior Study in the amount not to exceed \$198,800.

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

- 12.1 Interjurisdictional Issues Discussion Forum and Information Exchange 3:50 PM

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

13. **CLOSED SESSION** 4:00 pm

- 13.1 **CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION**

Initiation of litigation pursuant to Government Code Section 54956.9(d)(4): (1 case)

14. **FUTURE AGENDA ITEMS**

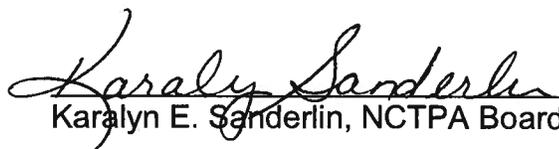
15. **ADJOURNMENT**

RECOMMENDATION 4:10 PM

15.1 Approval of Meeting Date of May 15,
2013 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, 625 Burnell Street, Napa, CA, by 5:00 p.m., Friday April 12, 2013.



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
TPP	Transit Priority Project Areas
VHD	Vehicle hours of Delay
VMT	Vehicle Miles Traveled

Napa County Transportation and Planning Agency (NCTPA)

Board of Directors

MINUTES

Wednesday, March 20, 2013

ITEMS

1. Call to Order

Chair Caldwell called the meeting to order at 7:42 p.m.

2. Pledge of Allegiance

Chair Caldwell let the salute to the flag.

3. Roll Call

Members Present:

Joan Bennett	City of American Canyon
Michael Dunsford	City of Calistoga
Scott Sedgley	City of Napa
Jill Teche	City of Napa
Keith Caldwell	County of Napa
Bill Dodd	County of Napa
Ann Nevero	City of St. Helena
Peter White	City of St. Helena
Lewis Chilton	Town of Yountville
John Dunbar	Town of Yountville

Members Absent:

Leon Garcia	City of American Canyon
Chris Carrington	City of Calistoga

Non-Voting Member Absent:

JoAnn Busenbark	Paratransit Coordinating Council
-----------------	----------------------------------

4. Public Comment

None.

MSC - Motioned, Seconded, and Unanimously Carried

5. **Chairperson, Board Members' and Metropolitan Transportation Commission (MTC) Update**

MTC Commission Update

Board Member Bill Dodd

Reported on MTC activities to date.

6. **Directors Update**

Kate Miller, Executive Director

Provided an update on the Soscol Gateway Transit Center restrooms.

Announced that staff has been working on updating the NCTPA policies & procedures manual and anticipates that it will be completed by the May Board meeting.

Announced that NCTPA issued a Request for Proposal (RFP) for on-call security services which will likely be used during the Bottle Rock four day event. Security services may also be used from time to time when other events are held at the fairgrounds.

Announced MTC Open houses and public hearings on Plan Bay Area. The Napa event will be held at the Elk's Lodge on April 8th.

Announced that public workshops on the St. Helena Shuttle will be held in St. Helena on March 20th at 7:00 pm and on March 27th at 1pm.

Provided an update on the Jameson Canyon project funding.

7. **Caltrans' Update**

Ahmad Rahimi and Kelly Hirschberg, Caltrans, provided an update on the status of various projects located throughout the County

8. **CONSENT ITEMS (8.1 – 8.5)**

Board Member White requested that the minutes of February 20, 2013 be corrected to reflect that both he and Board member Nevero were in attendance.

MSC* WHITE / CHILTON to APPROVE, with DUNSFORD ABSTAINING, Consent Items 8.1-8.5 with the corrections to the minutes of February 20, 2013 as stated above.

Board member Dodd requested that a policy be established stating that if a member was absent from a meeting, abstaining from voting to approve that meetings minutes would be automatic.

8.1 Approval of Meeting Minutes of February 20, 2013

Board action approved the meeting minutes of February 20, 2013 with the requested corrections that the minutes reflect that Members White and Nevero were in attendance.

8.2 Approval to Remove 1997 Dodge Intrepid Fixed Asset from NCTPA Fixed Asset Inventory List

Board action approved the removal of Agency vehicle from the fixed assets inventory and its dispose currently valued at \$182, in accordance with NCTPA policy.

8.3 Approval of Resolution No. 13-03 Authorizing the Submittal of a Federal Transit Administration (FTA) Section 5311 Grant Application

Board action approved Resolution No. 13-03 authorizing the agency to submit a grant application for FTA Section 5311 funds in the amount of \$303,427 for FY 2013-14 operating assistance for rural routes that serve the northern Napa County communities of Yountville, St. Helena and Calistoga.

8.4 Approval of Resolution No. 13-04 Authorizing the Submittal of a Proposition 1B – California Emergency Management Agency (Cal EMA) Governor's Office of Homeland Security Grants for FY 2011-12 and FY 2012-13

Board action approved Resolution No. 13-04 authorizing the submittal of a FY 2011-12 and FY 2012-13 Cal EMA Investment Justification grant application in the amount of \$19,606 for the purchase of Security Equipment at the Soscol Gateway Transit Center (SGTC).

8.5 Approval of Resolution No. 13-05 Amending the NCTPA FY 2012-13 Budget

Board action approved Resolution No. 13-05 amending the FY 2012-13 to increase the Maintenance: Buildings and Improvements budget by \$25,000 for maintenance costs associated with the Soscol Gateway Transit Center restroom facilities upkeep and installation of locking mechanisms.

9. REGULAR AGENDA ITEMS

Chair Caldwell announced that the Board will be taking Items 9.8 & 9.9 after Item 9.2.

9.1 **2013 Federal and State Legislative Program and Project Priorities**

Board action approved the 2013 State and Federal Legislative Advocacy programs.

MSC* DUNSFORD / WHITE to APPROVE the 2013 State and Federal Legislative Advocacy programs.

9.2 **State Legislative Update & Bill Matrix**

Steve Wallauch of Platinum Associates provided a summary of State legislative activities and reviewed the bill matrix for Board consideration.

MSC* DODD / DUNSFORD to APPROVE the recommendations on pending state bills.

9.8 **VINE Performance and Service Standards and Policies**

Staff reviewed the proposed VINE performance and service standards and policies. Board member Nevero requested that the Service Span for Local (Routes 1-11) Service Type be changed to 5 am to 9 pm (from 7 am to 7 pm) to accommodate more work schedules of employees in the hospitality/hotel/agricultural industries.

MSC* NEVERO / BENNETT to APPROVE adopting the VINE performance and service standards and policies with the change to the Service Span for Local (Routes 1 through 11) Service Type as stated above.

9.9 **Approval of Resolution No. 13-07 Authorizing the Submittal of a Federal Transit Administration (FTA) Section 5317 Grant Application**

Board action authorized the submittal of a FTA Section 5317 Grant Application to establish a Volunteer Mileage Reimbursement program.

MSC* BENNETT / NEVERO to APPROVE Resolution No. 13-07 (Attachment 1) authorizing the submittal of a FTA Section 5317 Grant Application in the amount of \$200,000 to establish a Volunteer Mileage Reimbursement program.

9.3 Priority Development Area (PDA) Investment and Growth Strategy

Information Only / No Action Taken

Staff reviewed the Draft PDA Investment and Growth Strategy. The final version will be brought back to the Board for approval at the April 17th meeting.

9.4 Approval Resolution No. 13-06 Adopting the One Bay Area Program (OBAG) Final Projects for Napa County

Staff reviewed the final OBAG Projects for FY 2012-13 through 2015-16.

Request was made that funding table included in Resolution No. 13-06 be revised replacing the Local Match column with a Other Funds column so that the Funding Request and Other Funds equal the Project Total as shown below:

Agency	Project	Year requested	Funding		
			Funding Request STP/CMAQ/TA	Other Funds	Project Total
City of Napa	California Roundabouts	13/14-15/16	\$1,740,261	\$2,778,739	\$4,519,000
City of Napa	Napa North/South Bike Connection	13/14	\$300,000	\$584,000	\$884,000
American Canyon	Eucalyptus Drive Complete Streets Improvements	13/14-15/16	\$1,153,928	\$3,369,072	\$4,523,000
County of Napa	Silverado Trail Phase "H" Overlay	14/15	\$793,811	\$890,189	\$1,684,000
TOTAL			\$3,988,000		\$11,610,000

MSC* DUNBAR / WHITE to APPROVE Resolution No. 13-07 adopting the final OBAG Projects for FT 2012-13 with the revision to the Resolution as shown above.

9.5 Joint Powers Authority (JPA) Agreement Weighted Vote Review

Information Only / No Action Taken

Staff reviewed the JPA Agreement which established the NCTPA Board's Weighted Voting.

Board member Bennett suggested that a sub-committee of the Board be established for the purpose of reviewing and revising the Joint Powers Authority (JPA) Agreement Governing Board weighted voting structure.

9.6 Request for Proposal for Professional Legal Services RFP 2012-05

Board action rejected all proposals received in response to RFP 2012-05, Request for Professional Legal Services.

MS CHILTON / WHITE to APPROVE, with DUNBAR OPPOSING, rejecting all proposals received in response to RFP 2012-05, Request for Professional Legal Services.

9.7 State Route 29 (SR 29) Corridor Projects Status

Information Only / No Action Taken

Staff provided an update on all transportation projects along the SR 29 Gateway Corridor study area.

10. INTERJURISDICTIONAL ISSUES FORUM

10.1 Interjurisdictional Issues Discussion Forum and Information Exchange

No Reports Given.

11. FUTURE AGENDA ITEMS

Board member Bennett requested staff to agendize her request for establishing a sub-committee for the purpose of reviewing and revising the Joint Powers Authority (JPA) Agreement Governing Board weighted voting structure.

12. ADJOURNMENT

12.1 Approval of Meeting Date of April 17, 2013 and Adjournment

The next regular meeting will be held Wednesday April 17 at 1:30 p.m.

The meeting was adjourned by Chair Caldwell at 4:48 p.m.

Karalyn E. Sanderlin, NCTPA Board Secretary



April 17, 2013
NCTPA Agenda Item 9.2
Continued From: New
Action Requested: APPROVE

NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Antonio Onorato, Program Manager- Finance
(707) 259-8636 / Email: anonorato@nctpa.net
SUBJECT: Approval of NCTPA Agreement No. 13-05 with Brown Armstrong
Accountancy Corporation

RECOMMENDATION

That the Napa County Transportation and Planning Agency (NCTPA) Board approve and authorize the Executive Director to execute NCTPA Agreement No. 13-05 (Attachment 1) with Brown Armstrong Accountancy Corporation to provide audit services for NCTPA and NVTA for FYs 2012-13, 2013-14, and 2014-15, with two one year options to extend for FYs 2015-16 and 2016-17. The proposed amount over the life of the five (5) year contract will not exceed \$221,511.

Approval of the recommended action will allow NCTPA to file timely Comprehensive Annual Financial Reports (CAFR) with all necessary Federal, State, and local agencies and allow NCTPA to apply for grants and other financing instruments.

COMMITTEE RECOMMENDATION

None.

EXECUTIVE SUMMARY

Commensurate with sound financial stewardship and to maintain conformity with certain statutory requirements, the Napa County Transportation and Planning Agency (NCTPA) undergoes an annual financial audit conducted by a qualified, independent accounting firm. In accordance with NCTPA's procurement policy, the agency invites qualified firms to submit bids to provide audit services. Brown Armstrong was the only firm responding the NCTPA's Request for Proposal released on February 6, 2013. Brown Armstrong has been the provider for audit services for NCTPA's since fiscal year ending June 30, 2008.

PROCEDURAL REQUIREMENTS

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

FISCAL IMPACT

Is there a fiscal impact? Yes

NCTPA requested a three year audit services contract with an option to renew for two (2) additional one year options for a total up to five years financed primarily with local funds.

The all-inclusive maximum price proposals from Brown Armstrong for NCTPA and NVTA are as follows:

2013 Audit:	\$42,000
2014 Audit:	\$43,025
2015 Audit	\$44,076
2016 Audit	\$45,653
2017 Audit	\$46,757

The total value of the contract for all five audits is \$221,511.

Is it mandatory or discretionary? Mandatory

Consequences if not approved: This is a mandatory obligation based upon federal, state, and local statutes.

CEQA REQUIREMENTS

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State California Environmental Quality Act (CEQA) Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

NCTPA issued a Request for Proposals (RFP) for Professional Auditing Services on February 6, 2013. Interested firms were required to submit proposals by close of business March 15, 2013. The solicitation was posted on NCTPA's website and advertised in the local paper. Although the Agency received several calls expressing interest in the solicitation, a single proposal was submitted by Brown Armstrong before the deadline.

To avoid any perceived conflicts of interest, auditing firms with a relationship with the Metropolitan Transportation Commission (MTC) could not be considered. Staff suspects that this relationship narrowed NCTPA's pool of perspective auditing firms.

The proposed contract is a three-year term with two (2) one-year extension options, for a total of five (5) years. Staff recommends a multiyear audit agreement when obtaining services of independent auditors. Multiyear audit contracts allow for greater continuity and minimal disruption in connection with the audit and will help reduce audit costs over the duration of the contract.

Brown Armstrong has been NCTPA's auditors since the FY2007-08 fiscal audit. They have a vast range of experience with government agency throughout California. Their performance has been impeccable and the firm has been very responsive to the Agency's needs.

The services proposed by Brown Armstrong:

- 1) NCTPA is requesting the auditor express an opinion of the fair presentation of its basic financial statements in conformity with generally accepted accounting principles (GAAP).
- 2) Audit of federally funded grant programs as required by the Single Audit Act of 1984 and Office of Budget and Management Circular A-133.
- 3) Review (or Audit) of Napa Valley Transportation Authority (NVTA).

Price Analysis:

A cost/price analysis was completed (Table 1) and found that Brown Armstrong's pricing structure was deemed reasonable based on the information provided. See Attachment 1 for pricing analysis.

Table 1: Cost Analysis

	2011-12 Contract	2012-13 Proposal	2013-14 Proposal	2014-15 Proposal	2015-16 Proposal	2016-17 Proposal
Total Price	\$46,000	\$42,000	\$43,025	\$44,076	\$45,653	\$46,757
Total Hours	622	622	622	622	622	622
Average hourly rate without out-of-pocket/travel	\$74	\$68	\$69	\$71	\$73	\$75
Number of Audit days (based on 8 hour days)	77.8	77.8	77.8	77.8	77.8	77.8

Selection Committee:

The selection committee determined Brown Armstrong exceeded the minimum requirements in both the technical and cost factors of their proposal.

SUPPORTING DOCUMENTS

Attachment: (1) NCTPA Agreement No. 13-05

NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY (NCTPA)

AGREEMENT NO. NCTPA 13-05

THIS AGREEMENT is made and entered into as of this 17th day of April, 2013, by and between the Napa County Transportation and Planning Agency, a joint powers agency under the laws of the State of California, hereinafter referred to as "NCTPA", and Brown Armstrong Accountancy Corporation, whose mailing address is 4200 Truxtun Avenue, Suite 300, Bakersfield, CA 93309, hereinafter referred to as "CONTRACTOR";

RECITALS

WHEREAS, NCTPA wishes to obtain specialized services in order to perform specific audit services; and

WHEREAS, NCTPA has authorized the NCTPA Executive Director to enter into a contract for services at its April 17, 2013 meeting; and

WHEREAS, CONTRACTOR is willing and has been determined to be qualified to provide such specialized services to NCTPA under the terms and conditions set forth herein;

TERMS

NOW, THEREFORE, NCTPA hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve NCTPA in accordance with the terms and conditions set forth herein:

1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and **shall expire on June 30, 2015** unless earlier terminated as provided herein, except that the obligations of the parties under "Insurance" and "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 NCTPA shall also continue after said expiration date or early termination in relation to the obligations prescribed by "Confidentiality," "Taxes," and "Access to Records/Retention)".

The term of this Agreement shall be three (3) years with an option for two (2) additional years subject to annual review and recommendation of NCTPA, the satisfactory negotiation of terms, including price, and the annual availability of an appropriation.

2. **Scope of Services.** CONTRACTOR shall provide NCTPA those services set forth in **EXHIBIT A**, attached hereto and incorporated by reference herein. EXHIBIT A is provided solely to describe the services to be provided. Any terms contained in EXHIBIT A that add to, vary or conflict with the terms of this Agreement are null and void.

3. **Compensation.**

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, NCTPA shall pay CONTRACTOR at the rate set forth in **EXHIBIT B**, attached hereto and incorporated by reference herein.

(b) Expenses. Unless explicitly agreed in writing, no direct expenses, including travel or other expenses, will be reimbursed by NCTPA.

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a **total of \$129,101** for professional services and expenses for FY 2012-13 through FY 2014-15, for a total of \$221,511 if the renewal options are exercised for FY 2015-16 through FY 2016-17; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered.

4. **Method of Payment.**

(a) Invoices. All payments for compensation shall be made only upon presentation by CONTRACTOR to NCTPA of an itemized billing invoice in a form acceptable to the NCTPA Manager of Finance which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or, where compensation is on a per-task basis, a description of the tasks completed during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the approved hourly or task rate. CONTRACTOR shall submit invoices not more often than every 30 days to NCTPA Accounts Payable who, after review and approval as to form and content, shall submit the invoice to the NCTPA Manager of Finance no later than fifteen (15) calendar days following receipt.

(b) Legal status. So that NCTPA may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be maintained on file with the Secretary of NCTPA's Board of Directors at all times during the term of this Agreement in a form satisfactory to the NCTPA Manager of Finance. Such proof shall include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

2. Professional Liability/Errors and Omissions. Professional liability/errors and omissions insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per claim.

3. Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than ONE MILLION dollars (\$1,000,000) combined single limit per occurrence.

(c) Certificates. All insurance coverage's referenced in 7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of NCTPA's Risk Manager, demonstrated by other evidence of coverage acceptable to NCTPA's Risk Manager, which shall be filed by CONTRACTOR with NCTPA's Deputy Executive Director prior to commencement of performance of any of CONTRACTOR's duties; shall be kept current during the term of this Agreement; shall provide that NCTPA shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability. For the commercial general liability insurance coverage referenced in 7(b)(1) and, where the vehicles are covered by a commercial policy rather than a personal policy, for the comprehensive automobile liability insurance coverage referenced in 7(b)(3) CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming NCTPA, its officers, employees, agents and volunteers as additional insureds and waiving subrogation, and the certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement then the limits in the applicable certificate relating to the additional insured coverage of NCTPA shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to NCTPA with respect to any insurance or self-insurance programs maintained by NCTPA. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94. Upon request by NCTPA's Risk Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, NCTPA's Risk Manager, which approval shall not be denied unless the NCTPA's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of

CONTRACTOR by this Agreement. At the option of and upon request by NCTPA's Risk Manager if it is determined that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects NCTPA, its officers, employees, agents and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

8. **Hold Harmless/Defense/Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify NCTPA and the officers, agents, employees and volunteers of NCTPA from and against any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of NCTPA or its officers, agents, employees, volunteers, or other contractors or their subcontractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

9. **Employee Character and Fitness.** CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR, shall hold NCTPA and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

10. **Termination for Cause.** If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within 20 days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving 10 days written notice to the defaulting party in the manner set forth in Paragraph 13 (Notices). NCTPA hereby authorizes the NCTPA Executive Director to make all decisions and take all actions required under this Paragraph to terminate the Agreement on behalf of NCTPA for cause.

11. **Termination for Convenience.** This Agreement may be terminated by NCTPA for any reason and at any time by giving no less than 30 days written notice of such termination and specifying the effective date thereof. NCTPA hereby authorizes the NCTPA Executive Director to make all decisions and take all actions required under this Paragraph to terminate the Agreement on behalf of NCTPA.

12. Disposition of, Title to and Payment for Work upon Expiration or Termination.

(a) Upon expiration of this Agreement or earlier termination of Agreement, all finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of NCTPA, the property of and shall be promptly returned to NCTPA, although CONTRACTOR may retain a copy of such work for its personal records only. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only NCTPA shall be entitled to claim or apply for the copyright or patent thereof.

(b) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to receipt of the notice of termination or commenced prior to receipt of the notice and completed satisfactorily prior to the effective date of the termination; except that CONTRACTOR shall not be relieved of liability to NCTPA for damages sustained by NCTPA by virtue of any breach of the Agreement by CONTRACTOR whether or not the Agreement expired or was otherwise terminated, and NCTPA may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to NCTPA from CONTRACTOR is determined.

13. No Waiver. The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

14. Notices. All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

NCTPA
Kate Miller
Executive Director
625 Burnell Street
Napa, CA. 94559

CONTRACTOR
Steven R. Starbuck, CPA
Principal
4200 Truxtun Avenue, Suite 300
Bakersfield, CA 93309

15. Compliance with NCTPA Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use. CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Board Secretary of NCTPA and incorporated by reference herein. CONTRACTOR also agrees that it shall not engage in any activities, or permit

its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by NCTPA employees or contractors.

(a) NCTPA Policy for Maintaining a Harassment Free Work Environment effective June 18, 2008.

(b) NCTPA Drug and Alcohol Policy adopted by resolution of the Board of Directors on July 25, 2008.

(c) Napa County Information Technology Use and Security Policy adopted by resolution of the Napa County Board of Supervisors on April 17, 2001. To this end, all employees and subcontractor's of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the NCTPA computer network shall sign and have on file with NCTPA prior to receiving such access the certification attached to said Policy.

(d) NCTPA System Safety Program Plan adopted by resolution of the Board of Directors on July 25, 2008.

16. **Confidentiality.** Confidential information is defined as all information disclosed to CONTRACTOR which relates to NCTPA's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR shall hold all such information as CONTRACTOR may receive, if any, in trust and confidence, except with the prior written approval of NCTPA, expressed through its Executive Director. Upon cancellation or expiration of this Agreement, CONTRACTOR shall return to NCTPA all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by NCTPA.

17. **No Assignments or Subcontracts.**

(a) A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of NCTPA, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for NCTPA to withhold its consent to assignment. For purposes of this subparagraph, the consent of NCTPA may be given by its Executive Director.

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by

CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

18. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing signed by both Parties. In particular, only NCTPA, through its Board of Directors in the form of an amendment of this Agreement, may authorize extra and/or changed work beyond the scope of services prescribed by Exhibit "A". Failure of CONTRACTOR to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

19. **Interpretation; Venue.**

(a) 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.

(b) 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, a unified court. 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.

20. **Compliance with Laws.** CONTRACTOR shall observe and comply with all currently applicable Federal, State and local laws, ordinances, and codes, and as amended from time to time. Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractor's shall not deny the benefits thereof to any person on the basis of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), nor shall they discriminate unlawfully against any employee or applicant for employment because of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), or use of family care leave. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall

comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated there under (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of NCTPA by the State of California pursuant to Agreement between NCTPA and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractor's shall give written notice of their obligations there under to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to NCTPA for inspection.

(c) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party; CONTRACTOR shall include all of the provisions of this Section, and any applicable Federal provisions contained in Attachment 1 in all such subcontracts as obligations of the subcontractor.

21. **Taxes.** CONTRACTOR agrees to file federal and state tax returns or applicable withholding documents and to pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold NCTPA harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that NCTPA is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish NCTPA with proof of payment of taxes or withholdings on those earnings.

22. **Access to Records/Retention.** NCTPA, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any

of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records for at least seven (7) years after NCTPA makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later.

23. **Authority to Contract.** CONTRACTOR and NCTPA each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.

24. **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to NCTPA and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as NCTPA may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of NCTPA relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, NCTPA may terminate this Agreement immediately upon giving written notice without further obligation by NCTPA to CONTRACTOR under this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that NCTPA has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa County Assessor-Clerk Recorder "assuming office", "annual", and "leaving office" Statements of Economic Interest as a "consultant", as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless the NCTPA Executive Director has determined in writing that CONTRACTOR, although holding a "designated" position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation. CONTRACTOR agrees to timely comply with all filing obligations for a consultant under NCTPA's Conflict of Interest Code unless such a determination is on file on the filing dates for each of the required Statements of Economic Interest.

25. **Non-Solicitation of Employees.** Each party agrees not to solicit for employment the employees of the other party who were directly involved in the performance of the services hereunder for the term of this Agreement and a period of six (6) months after termination of this Agreement except with the written permission of the other party, except that nothing in this Paragraph shall preclude NCTPA from

publishing or otherwise distributing applications and information regarding NCTPA job openings where such publication or distribution is directed to the general public.

26. **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

27. **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

28. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

29. **Entirety of Contract.** 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.

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

"NCTPA"

"CONTRACTOR"

Brown Armstrong Accountancy Corporation

By _____
Kate Miller, Executive Director

By _____
Steven R. Starbuck, CPA, Principal

ATTEST:

By _____
Karalyn E. Sanderlin, Board Secretary

Approved as to Form:

By _____
Janice Killion, NCTPA Legal Counsel

EXHIBIT A

SCOPE OF WORK

A. Scope of Work to be Performed

NCTPA desires the auditor to express an opinion on the fair presentation of financial statements in conformity with generally accepted accounting principles.

The auditor would also be required to perform a fiscal and compliance audit of Transportation Development Act funds. The audit shall be conducted in accordance with generally accepted auditing standards and applicable sections of the Transportation Development Act and the Public Utilities Code. Transportation Development Act funding is to be used for transit, paratransit, transportation planning, pedestrian and bicycle facilities, and street and road purposes. In addition, the Transportation Development Act audit shall be expanded to include audits of PTMISEA (Prop 1B) funds.

The auditor is not required to audit the combining and individual fund financial statements and supplementary information. However, the auditor is to provide an "in-relation-to" report on the combining and individual fund financial statements and supplementary information based on the auditing procedures applied during the audit of the financial statements.

The auditor is not required to audit the schedule of expenditures of federal awards. However, the auditor is to provide an "in-relation-to" report on that schedule based on the auditing procedures applied during the audit of the financial statements.

Deliverable Task 1: Preparation of Audit Reports for NCTPA for Fiscal Years ending June 30, 2013, 2014, 2015, 2016, and 2017.

1. Preparation of General Purpose Financial Statements for NCTPA, presenting the financial statements for major funds and related footnotes.
2. Preparation of the Single Audit Report, if required, along with the Schedule of Expenditures of Federal Awards and related notes. (Break out as separate line item in cost proposal in case it is not required.)
3. Preparation of Management Letter covering required communications including internal controls and other recommendations, if any.

Deliverable Task 2: Preparation of Audit Reports for NVTA for Fiscal Years ending June 30, 2013, 2014, 2015, 2016, and 2017.

(This task may be optional based upon the advice from auditors)

1. Preparation of General Purpose Financial Statements for NVTA, presenting the financial statements for major funds and related footnotes.
2. Preparation of the Single Audit Report, if required, along with the Schedule of Expenditures of Federal Awards and related notes. (Break out as separate line item in cost proposal in case it is not required.)

Preparation of Management Letter covering required communications including internal controls and other recommendations, if any.

Auditing Standards to be Followed

To meet the requirements of this request for proposals, the audits shall be performed in accordance with generally accepting auditing standards as set forth by the American Institute of Certified Public Accountants; the standards for financial audits set forth in the U.S. General Accounting Office's Government Auditing Standards (1988); the provisions of the Single Audit Act; the provisions of U.S. Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations; GASB 34; and the provisions of the Department of Transportation's Transportation Development Act - Statutes and California Code of Regulations. Any revisions to these standards must be followed.

Reports to be Issued

Following the completion of the audits described above under the heading, *Scope of Work to be Performed*, the auditor shall issue:

1. A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles.
2. An "in-relation-to" report on the schedule of expenditures of federal awards.
3. A report on compliance with the statutes, rules, and regulations of the California Transportation Development Act and the allocation instructions and resolutions of the Metropolitan Transportation Commission.
4. A report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with *Government Auditing Standards*.
5. A report on compliance with the requirements of laws, regulations, contracts and grants applicable to federal programs in accordance with OMB Circular A-133.

6. A report on internal control over compliance with the requirements of laws, regulations, contracts and grants applicable to federal programs.
7. An "in-relation-to" report on supplementary information.
8. A schedule of findings and questioned costs.
9. A report on the fair presentation of the financial statements of the Transportation Development Act Fund and compliance with the requirements of the Transportation Development Act.

The auditor shall communicate in writing any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize and report financial data consistent with the assertions of management in the financial statements.

Reportable conditions that are also material weaknesses shall be identified as such in writing.

All non-reportable conditions and instances of noncompliance discovered by the auditors shall also be reported to management in writing.

Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the auditor's expense, for a minimum of five years, unless the firm is notified in writing by NCTPA of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to the following parties or their designees:

- NCTPA
- U.S. Department of Transportation, Federal Transit Administration
- California State Controller's Office
- California Department of Transportation
- U.S. General Accounting Office (GAO)
- Auditors of entities of which NCTPA is a subrecipient of grant funds

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

DESCRIPTION OF THE GOVERNMENT

A. Name and Telephone Number of Contact Persons

The firm's principal contact with NCTPA will be Antonio Onorato, Manager of Finance, (707) 259-8779, or a designated representative, who will coordinate the assistance to be provided by NCTPA to the auditor.

B. Background Information

Detailed background information on NCTPA can be found in the enclosed Annual Financial Report for the fiscal year ended June 30, 2012 and the agency's website www.nctpa.net.

C. Fund Structure

NCTPA utilizes the following fund types in its financial reporting:

<u>Fund Type/Account Group</u>	<u>Number of Individual Funds</u>	<u>Number With Legally Adopted Annual Budgets</u>
General fund and Planning	1	1
Proprietary (Transit)	1	1
Fiduciary/Private Purpose Trust	2	2

D. Budgetary Basis of Accounting

NCTPA prepares its budgets on a basis consistent with generally accepted accounting principles.

E. Component Units

The Napa Valley Transportation Authority is defined as a component unit of NCTPA for financial reporting purposes as determined by the Governmental Accounting Standards Board's Codification of Governmental Accounting and Financial Reporting Standards, Section 2100.

The Napa Valley Transportation Authority may be audited as part of the audit of NCTPA's financial statements. A consultation with the fiscal auditors is necessary to determine NVTA's inclusion in the audit process on a yearly basis.

F. Accounting Systems

NCTPA utilizes the computerized accounting system of the County of Napa for the structure and maintenance of its accounting records. Financial transactions are

initiated, approved and entered by NCTPA. The County Auditor-Controller's Office performs report generation, warrant issuance, and other related functions for NCTPA. NCTPA has access to system data via the County of Napa network.

NCTPA utilizes the County of Napa for payroll processing, state and federal withholding, and related functions and reporting.

G. Availability of Prior Audit Reports and Working Papers

Interested proposers who wish to review prior years' audit reports and management letters should contact Antonio Onorato at (707) 259-8779. NCTPA will use its best efforts to make prior audit reports and those supporting schedules prepared by NCTPA available to proposers to aid their response to this request for proposals.

ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION

A. Audit Assistance

The Finance Manger and responsible management personnel will be available during the audit to assist the firm by providing information, documentation and explanations. The preparation of confirmations will be the responsibility of NCTPA.

B. Statements and Schedules to be Prepared by the NCTPA Staff

The Finance Manager and/or their designee will be available to prepare statements and schedules for the auditor. These include but are not limited to:

- Working trial balances for all funds
- Combining and combined balance sheets for all fund types
- Combining and combined statements of revenues, expenditures and changes in fund/net assets/fund balances for all applicable fund types
- Notes to the financial statements
- A schedule of expenditures of federal awards
- Confirmation requests
- Lead sheets, reconciliations, and other schedules as determined by further consultation

C. Work Area, Telephones, Photocopying and FAX Machines

NCTPA will provide the auditor with reasonable work space. The auditor will also be provided with access to telephone lines, photocopying facilities and FAX machines. Due to security issues, auditing staff will not be permitted to access NCTPA's network/internet and must provide their Wi-Fi internet if this type of capability will be necessary while on site.

Report Preparation

NCTPA will prepare drafts of the management's discussion and analysis, financial statements, combining and individual fund financial statements, schedule of expenditures of federal awards and related notes, and supplementary information schedules.

Unless otherwise directed by NCTPA, the auditor shall prepare the supporting schedules for the Transportation Development Act audit.

Drafts of all independent audit reports and opinions shall be prepared by the auditor.

The printing of the Annual Financial Report will be the responsibility of NCTPA.

The printing of all other reports shall be the responsibility of the auditor.

COMPLIANCE WITH GOVERNMENT CODE SECTION 7550. As required by Government Code section 7550, each document or report prepared by CONTRACTOR for or under the direction of NCTPA pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written report.

EXHIBIT B

COMPENSATION/RATES

A. Per CONTRACTOR's proposal dated March 15, 2013, total all-inclusive maximum price for services and work products described herein shall not exceed:

Fiscal Year 2012-13

NCTPA Fiscal and Single Audit \$41,000

NVTA (Measure T) Fiscal Audit and Single Audit (if needed) \$1,000

Fiscal Year 2013-14

NCTPA Fiscal and Single Audit \$42,025

NVTA (Measure T) Fiscal Audit and Single Audit (if needed) \$1,000

Fiscal Year 2014-15

NCTPA Fiscal and Single Audit \$43,076

NVTA (Measure T) Fiscal Audit and Single Audit (if needed) \$1,000

Fiscal Year 2015-16*

NCTPA Fiscal and Single Audit \$44,153*

NVTA (Measure T) Fiscal Audit and Single Audit (if needed) \$1,500*

Fiscal Year 2016-17*

NCTPA Fiscal and Single Audit \$45,257*

NVTA (Measure T) Fiscal Audit and Single Audit (if needed) \$1,500*

**Should NCTPA exercise the contract extension option.*

B. This contract is inclusive of "out-of-pocket" and/or "travel expenses" which may be incurred by the CONTRACTOR at CONTRACTOR's own discretion and contained within the limit of the total "all-inclusive" maximum price for services shown in item A.



April 17, 2013
Board Agenda Item 9.3
Continued From: None
Action Requested: APPROVE

NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Lawrence E. Gawell, Program Manager – Chief Procurement & Compliance Officer
(707) 259-8636 / Email: lgawell@nctpa.net
SUBJECT: Notice of Completion Soscol Gateway Transit Center (SGTC)

RECOMMENDATION

That the Napa County Transportation and Planning Agency (NCTPA) Board authorize the filing of a Notice of Completion (Attachment 1) with the Recorder-County Clerk for NCTPA Contract 11-20, the Soscol Gateway Transit Center.

COMMITTEE RECOMMENDATIONS

None

EXECUTIVE SUMMARY

The work at the Soscol Gateway Transit Center has been completed and the staff is requesting that the Board authorize the filing of a Notice of Completion with the Recorder – County Clerk.

PROCEDURAL REQUIREMENTS

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

FISCAL IMPACT

Is there a Fiscal Impact? No.

BACKGROUND AND DISCUSSION

On September 7, 2011, the Board authorized the award of Contract No. 11-20 for the construction of the Soscol Gateway Transit Center. The work has been completed and a permanent certificate of Occupancy has been issued by the City of Napa.

SUPPORTING DOCUMENTS

Attachment: (1) Notice of Completion

WHEN RECORDED PLEASE RETURN TO:

Secretary of the Board
Napa County Transportation and
Planning Agency
625 Burnell Street
Napa, California 94559

Exempt from Recording Fees: Gov. Code 27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN, by order of the Board of the Napa County Transportation and Planning Agency (NCTPA), State of California, pursuant to Section 9204 of the Civil Code of the State of California, as follows:

That Contract No. 11-20 Soscol Gateway Transit Center heretofore made and executed by the Napa County Transportation and Planning Agency, a California Joint Powers Agency, as Owner, whose address is 625 Burnell Street, Napa, California and F&H Construction, Contractor, bearing the date of September 27, 2011 for the work of Soscol Gateway Transit Center, was completed by the Contractor and was accepted on behalf of the Agency on April 17, 2013.

That the work and contract was performed at Napa, California, County of Napa, State of California; and

That upon said Contract Travelers Casualty and Surety Company of America was surety upon the bond given by the Contractor in accordance with the provisions of Division 3, Part 4, Title XV, Chapter 7 (section 9550, et seq.) of the Civil Code of California.

IN WITNESS WHEREOF, pursuant to a resolution duly adopted by its Board of Directors at a meeting of the Board convened and held on April 17, 2013, authorizing and directing the execution of this instrument, the NCTPA has caused this notice to be executed, authenticated by the signature of the Chair of the Board of Directors, and attested by the signature of its District Secretary this ____ day of April, 2013.

NAPA COUNTY TRANSPORTATION AND
PLANNING AGENCY

BY: _____
KEITH CALDWELL, Chairman of the Board of
Directors

ATTEST: KARALYN E. SANDERLIN
Secretary of the Board

By: _____

DECLARATION

The undersigned declare under penalty of perjury that each of them is an officer of the Napa County Transportation and Planning Agency, a California Joint Powers Agency, State of California, to wit: Chairman and Secretary of the Board, respectively; that each of them has read the foregoing Notice of Completion and knows the contents thereof; that the same is true of their own knowledge except as to those matters as are therein stated on information and belief, and as to those matters, each believes them to be true.

Executed on _____ at Napa, California.

KEITH CALDWELL, Chairman of the Governing Board of the
Napa County Transportation and Planning Agency

KARALYN E. SANDERLIN, Secretary of the Board of the
Napa County Transportation and Planning Agency

State of California
County of _____

On _____, before me, _____, Notary Public, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the person, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand an official seal.

**Approved by the Napa County
Transportation and Planning
Agency**
Date: _____
Processed by:

District Secretary

APPROVED AS TO FORM
Agency Legal Counsel I
By: _____
Date: _____



April 17, 2013
NCTPA Agenda Item 9.4
Continued From: New
Action Requested: APPROVE

NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Lawrence E. Gawell, Chief Procurement and Compliance Officer
(707) 259-8636 / Email: lgawell@nctpa.net
SUBJECT: Approval of NCTPA Agreement No. 13-04 with CDM Smith

RECOMMENDATION

That the Napa County Transportation and Planning Agency (NCTPA) Board approve NCTPA Agreement No. 13-04 (Attachment 1) with CDM Smith (formerly Wilbur Smith and Associates) for work developing the Short Range Transit Plan (SRTP) 2013-2022.

COMMITTEE RECOMMENDATION

None.

EXECUTIVE SUMMARY

The NCTPA entered into Agreement No. 10-27 with Wilbur Smith Associates on February 24, 2010 to develop three Short Range Transit Plans and community studies. Agreement No. 10-27 expired on December 31, 2012. NCTPA Agreement No 13-04 (Attachment 1) will extend the term until June 30, 2013 and allow work to be completed at no additional obligation to NCTPA as the total of the original contract was previously budgeted.

PROCEDURAL REQUIREMENTS

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

FINANCIAL IMPACT

Is there a fiscal impact? No.

Is it currently budgeted? Yes.

Is it mandatory or discretionary? Discretionary.

Consequences if not approved: The Short Range Transit Plan will not be completed.

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 NCTPA entered into Agreement No. 10-27 with Wilbur Smith Associates on February 24, 2010 to develop three Short Range Transit Plans and community studies in the cities of American Canyon, Napa, Calistoga and St. Helena. Agreement No. 10-27 expired on December 31, 2012. NCTPA Agreement No. 13-04 will extend the term until June 30, 2013 and allow work to be completed at no additional obligation to NCTPA as the total of the original contract was previously budgeted.

SUPPORTING DOCUMENTS

Attachment: (1) NCTPA Agreement No. 13-04

NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY (NCTPA)

AGREEMENT NO. NCTPA 13-04

THIS AGREEMENT is made and entered into as of this 1st day of January, 2013, by and between the Napa County Transportation and Planning Agency, a joint powers agency under the laws of the State of California, hereinafter referred to as "NCTPA", and **CDM Smith** whose mailing address is **201 Mission Street, Suite 1450, San Francisco, CA 94105**, hereinafter referred to as "CONTRACTOR";

RECITALS

WHEREAS, NCTPA wishes to obtain specialized services in order to develop the Short Range Transit Plan (SRTP) 2013-2022; and

WHEREAS, CONTRACTOR is willing and has been determined to be qualified to provide such specialized services to NCTPA under the terms and conditions set forth herein;

TERMS

NOW, THEREFORE, NCTPA hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve NCTPA in accordance with the terms and conditions set forth herein:

1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and **shall expire on June 30, 2013** unless earlier terminated as provided herein, except that the obligations of the parties under "Insurance" and "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 NCTPA shall also continue after said expiration date or early termination in relation to the obligations prescribed by "Confidentiality," "Taxes," and "Access to Records/Retention)".

2. **Scope of Services.** CONTRACTOR shall provide NCTPA those services set forth in CONTRACTOR's proposal (EXHIBIT A), attached hereto and incorporated by reference herein. EXHIBIT A is provided solely to describe the services to be provided. Any terms contained in EXHIBIT A that add to, vary or conflict with the terms of this Agreement are null and void.

3. **Compensation.**

(a) **Rates.** In consideration of CONTRACTOR's fulfillment of the promised work, NCTPA shall pay CONTRACTOR at the rate set forth in EXHIBIT B, attached hereto and incorporated by reference herein.

(b) Expenses. Unless explicitly agreed in writing, no direct expenses, including travel or other expenses, will be reimbursed by NCTPA.

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a **total of \$41,896** for professional services and expenses; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered.

4. Method of Payment.

(a) Invoices. All payments for compensation shall be made only upon presentation by CONTRACTOR to NCTPA of an itemized billing invoice in a form acceptable to the NCTPA Manager of Finance which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or, where compensation is on a per-task basis, a description of the tasks completed during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the approved hourly or task rate. CONTRACTOR shall submit invoices not more often than every 30 days to NCTPA Accounts Payable who, after review and approval as to form and content, shall submit the invoice to the NCTPA Manager of Finance no later than fifteen (15) calendar days following receipt.

(b) Legal status. So that NCTPA may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be maintained on file with the Secretary of NCTPA's Board of Directors at all times during the term of this Agreement in a form satisfactory to the NCTPA Manager of Finance. Such proof shall include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

5. Independent Contractor. CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, NCTPA employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that NCTPA may monitor the work performed by CONTRACTOR. NCTPA shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

6. **Specific Performance.** It is agreed that CONTRACTOR, including the agents or employees of CONTRACTOR, shall be the sole providers of the services required by this Agreement. Because the services to be performed by CONTRACTOR under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, NCTPA, in addition to any other rights or remedies which NCTPA may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by CONTRACTOR.

7. **Insurance.** CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation insurance. CONTRACTOR will provide workers' compensation insurance as required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of the CONTRACTOR's duties under this Agreement; including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide NCTPA with certification of all such coverage's upon request by NCTPA's Risk Manager.

(b) Liability insurance. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverage's, issued by a company licensed (admitted) to transact business in the State of California and/or having a A.M. Best rating of A VII or better:

1. General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement.

2. Professional Liability/Errors and Omissions. Professional liability/errors and omissions insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per claim.

3. Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than ONE MILLION dollars (\$1,000,000) combined single limit per occurrence.

(c) Certificates. All insurance coverage's referenced in 7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of NCTPA's Risk Manager, demonstrated by other evidence of coverage acceptable to NCTPA's

Risk Manager, which shall be filed by CONTRACTOR with NCTPA's Deputy Executive Director prior to commencement of performance of any of CONTRACTOR's duties; shall be kept current during the term of this Agreement; shall provide that NCTPA shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability. For the commercial general liability insurance coverage referenced in 7(b)(1) and, where the vehicles are covered by a commercial policy rather than a personal policy, for the comprehensive automobile liability insurance coverage referenced in 7(b)(3) CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming NCTPA, its officers, employees, agents and volunteers as additional insureds and waiving subrogation, and the certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement then the limits in the applicable certificate relating to the additional insured coverage of NCTPA shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to NCTPA with respect to any insurance or self-insurance programs maintained by NCTPA. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94. Upon request by NCTPA's Risk Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, NCTPA's Risk Manager, which approval shall not be denied unless the NCTPA's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONTRACTOR by this Agreement. At the option of and upon request by NCTPA's Risk Manager if it is determined that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects NCTPA, its officers, employees, agents and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

8. **Hold Harmless/Defense/Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify NCTPA and the officers, agents, employees and volunteers of NCTPA from and against any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from

all acts or omissions of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of NCTPA or its officers, agents, employees, volunteers, or other contractors or their subcontractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

9. **Employee Character and Fitness.** CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR, shall hold NCTPA and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

10. **Termination for Cause.** If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within 20 days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving 10 days written notice to the defaulting party in the manner set forth in Paragraph 13 (Notices). NCTPA hereby authorizes the NCTPA Executive Director to make all decisions and take all actions required under this Paragraph to terminate the Agreement on behalf of NCTPA for cause.

11. **Termination for Convenience.** This Agreement may be terminated by NCTPA for any reason and at any time by giving no less than 30 days written notice of such termination and specifying the effective date thereof. NCTPA hereby authorizes the NCTPA Executive Director to make all decisions and take all actions required under this Paragraph to terminate the Agreement on behalf of NCTPA.

12. **Disposition of, Title to and Payment for Work upon Expiration or Termination.**

(a) Upon expiration of this Agreement or earlier termination of Agreement, all finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of NCTPA, the property of and shall be promptly returned to NCTPA, although CONTRACTOR may retain a copy of such work for its personal records only. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only NCTPA shall be entitled to claim or apply for the copyright or patent thereof.

(b) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to receipt of the notice of termination or commenced prior to receipt of the notice and completed satisfactorily prior to the effective date of the termination; except that CONTRACTOR shall not be relieved of liability to NCTPA for damages sustained by NCTPA by virtue of any breach of the Agreement by CONTRACTOR whether or not the Agreement expired or was otherwise terminated, and NCTPA may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to NCTPA from CONTRACTOR is determined.

13. **No Waiver.** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

14. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

NCTPA
Kate Miller
Executive Director
625 Burnell Street
Napa, CA. 94559

CONTRACTOR
William E. Hurrell, PE
Senior Vice President
201 Mission Street, Suite 1450
San Francisco, CA 94150

15. **Compliance with NCTPA Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Board Secretary of NCTPA and incorporated by reference herein. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by NCTPA employees or contractors.

(a) NCTPA Policy for Maintaining a Harassment Free Work Environment effective June 18, 2008.

(b) NCTPA Drug and Alcohol Policy adopted by resolution of the Board of Directors on July 25, 2008.

(c) Napa County Information Technology Use and Security Policy adopted by resolution of the Napa County Board of Supervisors on April 17, 2001. To this end, all employees and subcontractor's of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the NCTPA computer network shall sign and have on file with NCTPA prior to receiving such access the certification attached to said Policy.

(d) NCTPA System Safety Program Plan adopted by resolution of the Board of Directors on July 25, 2008.

16. **Confidentiality.** Confidential information is defined as all information disclosed to CONTRACTOR which relates to NCTPA's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR shall hold all such information as CONTRACTOR may receive, if any, in trust and confidence, except with the prior written approval of NCTPA, expressed through its Executive Director. Upon cancellation or expiration of this Agreement, CONTRACTOR shall return to NCTPA all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by NCTPA.

17. **No Assignments or Subcontracts.**

(a) A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of NCTPA, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for NCTPA to withhold its consent to assignment. For purposes of this subparagraph, the consent of NCTPA may be given by its Executive Director.

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

18. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing signed by both Parties. In particular, only NCTPA, through its Board of Directors in the form of an amendment of this Agreement, may authorize extra and/or changed work beyond the scope of services prescribed by Exhibit "A". Failure of CONTRACTOR to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a

waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

19. Interpretation; Venue.

(a) 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.

(b) 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, a unified court. 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.

20. Compliance with Laws. CONTRACTOR shall observe and comply with all currently applicable Federal, State and local laws, ordinances, and codes, and as amended from time to time. Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractor's shall not deny the benefits thereof to any person on the basis of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), nor shall they discriminate unlawfully against any employee or applicant for employment because of sex, race, color, ancestry, religion or religious creed, national origin or ethnic group identification, sexual orientation, marital status, age (over 40), mental disability, physical disability or medical condition (including cancer, HIV and AIDS), or use of family care leave. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated there under (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of NCTPA by the State of California pursuant to Agreement between NCTPA and the State, the applicable regulations of the Fair Employment and Housing Commission implementing

Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractor's shall give written notice of their obligations there under to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to NCTPA for inspection.

(c) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party; CONTRACTOR shall include all of the provisions of this Section, and any applicable Federal provisions contained in Attachment 1 in all such subcontracts as obligations of the subcontractor.

1. NCTPA and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the NCTPA, CONTRACTOR, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

2. CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

21. **Taxes.** CONTRACTOR agrees to file federal and state tax returns or applicable withholding documents and to pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold NCTPA harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that NCTPA is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish NCTPA with proof of payment of taxes or withholdings on those earnings.

22. **Access to Records/Retention.** NCTPA, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records for at least seven (7) years after NCTPA makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later.

23. **Authority to Contract.** CONTRACTOR and NCTPA each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.

24. **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to NCTPA and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as NCTPA may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of NCTPA relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, NCTPA may terminate this Agreement immediately upon giving written notice without further obligation by NCTPA to CONTRACTOR under this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that NCTPA has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa County Assessor-Clerk Recorder "assuming office", "annual", and "leaving office" Statements of Economic Interest as a "consultant", as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless the NCTPA Executive Director has determined in writing that CONTRACTOR, although holding a "designated" position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation. CONTRACTOR agrees to timely comply with all filing obligations for a consultant under NCTPA's Conflict of Interest Code unless such a determination is on file on the filing dates for each of the required Statements of Economic Interest.

25. **Non-Solicitation of Employees.** Each party agrees not to solicit for employment the employees of the other party who were directly involved in the performance of the services hereunder for the term of this Agreement and a period of

six (6) months after termination of this Agreement except with the written permission of the other party, except that nothing in this Paragraph shall preclude NCTPA from publishing or otherwise distributing applications and information regarding NCTPA job openings where such publication or distribution is directed to the general public.

26. **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

27. **Attorney's Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

28. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

29. **Entirety of Contract.** 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.

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

"NCTPA"

"CONTRACTOR"
CDM Smith

By _____
Kate Miller, Executive Director

By _____
William E. Hurrell, Senior Vice President

ATTEST:

By _____
Karalyn E. Sanderlin, Board Secretary

By _____
NAME, Position

Approved as to Form:

By _____
Janice Killion, NCTPA Legal Counsel

EXHIBIT "A"

SCOPE OF WORK

The purpose of these tasks are to update the SRTP's to meet the requirements of the MTC and Federal Transit Administration (FTA) (Appendices 1 & 2) to assemble their planning data. The consultant will work with NCTPA and MTC staff to ensure that the following tasks are performed in accordance with the guidelines provided by the MTC and the FTA for developing a 'SRTP'. The plan will describe and evaluate existing service and recommend service improvements for the VINE local and regional routes; the deviated-fixed route services in American Canyon, Yountville and St. Helena; VINE Go paratransit and the HandyVan dial-a-ride service in Calistoga.

1. **Background and Overview of Existing System**

- Describe existing transit system, current programs, customer service, marketing, fares, fleet, facilities, organizational structure and changes from previous SRTP.

2. **Update Goals, Objectives and Standards**

- Review existing goals, objectives, standards from the most recent SRTP.
- Update goals, objectives and standards as necessary.

3. **Conduct Service Evaluation**

- Evaluate system-wide performance.
- Evaluate route-by-route performance.
- Analyze patronage and service costs.
- Prepare service adjustment proposals.

4. **Update Operations Plan**

- Update ten-year planning horizon for Operations Plan including specifics on proposed operational changes (fares, service levels, route changes, policy changes, inter-operator agreements, spare ratios, paratransit services, etc).
- Summarize private sector participation with particular attention to weekend and tourist related transit access.
- Provide annual operating budgets for ten-year planning horizon in compliance with MTC's Finance Plan.
- Document ongoing productivity efforts in addition to those identified in the current MTC Performance Audit.

5. Update Capital Improvement Program

- Update year-by-year Capital Improvement Program (CIP) for the ten-year planning horizon, utilizing MTC Finance Plan.
- Provide planning justification for capital improvement projects.
- Include specifics on proposed changes in vehicle fleet, spare ratios, facilities, etc.
- Provide detailed inventory of vehicle revenue fleet by mode and vehicle type.
- Document implementation status of approved federal and state capital grants.

COMPLIANCE WITH GOVERNMENT CODE SECTION 7550. As required by Government Code section 7550, each document or report prepared by CONTRACTOR for or under the direction of NCTPA pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written report.

EXHIBIT B

RATES

Maximum compensation under this Agreement shall be \$41,896 for professional services; provided however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered.

DRAFT



April 17, 2013
NCTPA Agenda Item 9.5
Continued From: February 20, 2013
Action Requested: APPROVE

NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Danielle Schmitz, Associate Program Planner / Administrator
(707) 259-5968 / Email: dschmitz@ncpta.net
SUBJECT: Approval to Extend the Call for Projects for the FY 2013-14
Transportation Fund for Clean Air (TFCA) Program Manager Funds

RECOMMENDATION

That the NCTPA Board approve extending the call for TFCA projects for FY 2013-14 until the program receives an eligible project application/s but no later than September 2, 2013 to allocate the approximately \$189,000 in FY 2013-14.

COMMITTEE RECOMMENDATION

None

EXECUTIVE SUMMARY

The NCTPA annually allocates funds generated under AB 434. The revenues are generated from a four-dollar vehicle license fee imposed by the Bay Area Air Quality Management District (BAAQMD) and are known as Transportation Fund for Clean Air (TFCA). Forty percent of the funds generated in Napa county are returned to the NCTPA for distribution to local projects. Projects must be beneficial to air quality and be cost effective. The remaining sixty percent is allocated by the BAAQMD on an area wide competitive basis. The Program Manager Expenditure Plan application is due to the Air District by March 4, 2013.

On February 20th the NCTPA Board opened a call for projects for the TFCA Program Manager Funds. The call for projects was closed on March 29, 2013. No project applications were received.

PROCEDURAL REQUIREMENTS

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

FISCAL IMPACT

Is there a Fiscal Impact? Yes, \$188,816.44 dollars of FY 2013-14 TFCA DMV revenues and residual funds from previous years.

CEQA REQUIREMENTS

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

Annually the NCTPA adopts a list of projects for the TFCA Program Manager funds. Napa County has approximately \$189,000 to expend for FY 2013-14. NCTPA did not receive any project applications for the FY 2013-14 cycle. If the funds are not allocated by November 1, 2013 Napa County will risk losing them to the BAAQMD for reprogramming under the Regional Program.

Staff recommends the call for projects remain open until an eligible project is received, but no later than September 2, 2013. Jurisdictions of Napa County should continue to look for projects that meet the TFCA criteria and submit them to NCTPA. NCTPA staff is also considering various transit projects.

This project call extension will close no later than Friday, September 2, 2013 but may close sooner. A final list of projects will be brought back before the Technical Advisory Committee (TAC) no later than October 3, 2013 and forwarded to the NCTPA Board for final approval no later than their October 16, 2013 Board meeting. Approved projects will then be submitted to the BAAQMD no later than November 1, 2013.

SUPPORTING DOCUMENTS

- Attachments: (1) FY 2013-14 TFCA Expenditure Plan
(2) FY 2013-14 Project Guide and Application

SUMMARY INFORMATION

County Program Manager Agency Name: Napa County Transportation and Planning Agency

Address: 625 Burnell St., Napa, CA 94559

PART A: NEW TFCA FUNDS

1. Estimated FYE 2014 DMV revenues (based on projected CY2012 revenues): Line 1: \$185,634.00
2. Difference between prior-year estimate and actual revenue: Line 2: \$6,695.45
- a. Actual FYE 2012 DMV revenues (based on CY2011): \$187,052.45
- b. Estimated FYE 2012 DMV revenues (based on CY2011): \$180,357.00
- ('a' minus 'b' equals Line 2.)*
3. Estimated New Allocation (Sum of Lines 1 and 2): Line 3: \$192,329.45
4. Interest income. List interest earned on TFCA funds in calendar year 2012. Line 4: \$4,000.09
5. Estimated TFCA funds budgeted for administration:¹ Line 5: \$9,616.47
(Note: This amount may not exceed 5% of Line 3.)
6. Total new TFCA funds available in FYE 2014 for projects and administration Line 6: \$196,329.54
(Add Lines 3 and 4. These funds are subject to the six-month allocation deadline.)

PART B: TFCA FUNDS AVAILABLE FOR REPROGRAMMING

7. Total amount from previously funded projects available for reprogramming to other projects. (Enter zero (0) if none.) Line 7: \$2,103.37
- (Note: Reprogrammed funds originating from pre-2006 projects are not subject to the six-month allocation deadline.)*

PART C: TOTAL AVAILABLE TFCA FUNDS

8. Total Available TFCA Funds (Sum of Lines 6 and 7) Line 8: \$198,432.91
9. Estimated Total TFCA funds available for projects (Line 8 minus Line 5) Line 9: \$188,816.44

I certify that, to the best of my knowledge, the information contained in this application is complete and accurate.

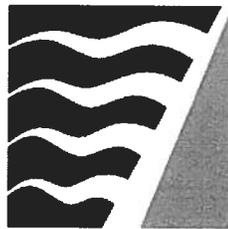
Executive Director Signature: _____

Date: 3/6/13

¹ The "Estimated TFCA funds budgeted for administration" amount is listed for informational purposes only. Per California Health and Safety Code Section 44233, County Program Managers must limit their administrative costs to no more than 5% of the actual total revenue received from the Air District.



Guide and Application for the
Transportation Fund for Clean Air Program
(TFCA) for Napa County Program Manager Funds



BAY AREA
AIR QUALITY
MANAGEMENT
DISTRICT

FY 2013-14 Applications Due to NCTPA: September 2, 2013

NCTPA
625 Burnell Street
Napa, CA 94559
Phone: 707-259-8631
Fax: 707-259-8638
www.nctpa.net

Table of Contents

INTRODUCTION 4

YOUR RESPONSIBILITIES AS PROJECT SPONSOR: 5

BASIC ELIGIBILITY 6

USE OF TFCA FUNDS 8

TFCA PROJECT TYPES 9

DATES OF IMPORTANCE10

TFCA PROGRAM MANAGER SELECTION CRITERIA FOR NAPA COUNTY11

APPLICATION INSTRUCTIONS:12

TFCA DO'S AND DON'TS13

CONTACT INFORMATION14

APPENDIX A15



January 24, 2013

Greetings Participants!

The Napa County Transportation and Planning Agency is pleased to announce a “Call for Projects” for the Transportation Fund for Clean Air, Program Manager Funds.

The Transportation Fund for Clean Air (TFCA) is a grant program, funded by a \$4 surcharge on motor vehicles registered in the Bay Area. This generates approximately \$22 million per year in revenues. The purpose of the TFCA program is to provide grants to implement the most cost-effective projects in the Bay Area that will decrease motor vehicle emissions, and thereby improve air quality. Projects must be consistent with the 1988 California Clean Air Act and the Bay Area Ozone Strategy.

The TFCA program can fund a wide range of project types, including the construction of new bicycle lanes; shuttle and feeder bus services to train stations; ridesharing programs to encourage carpool and transit use; bicycle facility improvements such as bicycle racks and lockers; and arterial management projects that reduce traffic congestion such as signal interconnect projects.

NCTPA is pleased that your agency or organization has chosen the TFCA program as a potential funding source to complete your eligible project. This packet has been created to help guide you in submitting a successful application for funding.

The available funding for Napa County TFCA projects for FY 2013-14 will be approximately \$189,168 dollars. The TFCA Applications for FY 2013-14 will be due to NCTPA by 5:00 PM on Friday, March 29th.

If you have any questions, you may contact Danielle Schmitz, TFCA Program Manager at: NCTPA TFCA Program
625 Burnell Street
Napa, CA 94559
Phone: 707-259-8631

Sincerely,

Kate Miller
Executive Director
Napa County Transportation & Planning Agency

Introduction

On-road motor vehicles, including cars, trucks, and buses, constitute the most significant source of air pollution in the Bay Area. Vehicle emissions contribute to unhealthy levels of ozone (summertime "smog") and particulate matter.

To protect public health, the State Legislature enacted the California Clean Air Act in 1988. As part of the requirements, the Air District prepared the Bay Area Clean Air Plan (CAP) and the Bay Area 2005 Ozone Strategy, which describes how the region will work toward compliance with the State one-hour ozone standard. To reduce emissions from motor vehicles, the Bay Area 2005 Ozone Strategy contains transportation control measures (TCMs) and mobile source measures (MSMs). A TCM is defined as "any strategy to reduce vehicle trips, vehicle use, vehicle miles traveled, vehicle idling, or traffic congestion for the purpose of reducing motor vehicle emissions." MSMs encourage the retirement of older, more polluting vehicles and the introduction of newer, less polluting motor vehicle technologies, which result not only in the reduction of ozone precursor emissions, but also of greenhouse gas emissions.

The TFCA Program

To fund the implementation of TCMs and MSMs, the State Legislature authorized the Bay Area Air Quality Management District to impose a \$4 surcharge on motor vehicle registration fees paid within the San Francisco Bay Area. These revenues are allocated by the Air District through the Transportation Fund for Clean Air (TFCA). TFCA grants are awarded to public and private entities to implement eligible projects.

TFCA-funded projects have many benefits, including the following:

- Conserving energy and helping to reduce greenhouse gas emissions
- Reducing air pollution, including air toxics such as benzene and diesel particulates
- Improving water quality by decreasing contaminated runoff from roadways
- Improving transportation options
- Reducing traffic congestion

Forty percent (40%) of these funds are allocated to the designated program manager within each county and are referred to as the TFCA Program Manager Fund. Sixty percent (60%) of these funds are awarded directly by the Air District through the TFCA Regional Fund.

Your Responsibilities as Project Sponsor:

1. Submit projects to the Program Manager that comply with Air District policies.
2. Prepare and submit your project's information form and cost-effectiveness worksheet to the Program Manager.
3. Adhere to the Program Manager's timeline and submit deliverables on time.
4. Submit project status report forms on time.
5. Complete your TFCA project two years from the effective date of the Master Agreement between the Program Manager and the Air District.
6. Provide proof of Air District credit for vehicles purchased, published materials, and construction funded or partially funded through the TFCA program.
7. Provide itemized invoices to the Program Manager for reimbursement of your project.

NCTPA's Responsibilities as Program Manager:

1. Provide guidance, offer technical support to project sponsors.
2. Review Project Sponsor's Project Information forms, cost-effectiveness sheets, and reporting forms.
3. Administer program in accordance with applicable legislation, including Health and Safety Code Sections 44233, 44241, and 44242, and with Air District Board-Adopted TFCA County Program Manager Fund Policies
4. Hold one or more public meeting each year for the purpose of adopting criteria for the expenditure of the funds and to review expenditure of revenues received.
5. Provide funds only to projects that comply with Air District Policies and Procedures.
6. Encumber and expend funds within two years of the receipt of funds.
7. Provide information to the Air District and to auditors on the expenditures of TFCA funds.

Basic Eligibility

1. Reduction of Emissions: Only projects that result in the reduction of motor vehicle emissions within the Air District's jurisdiction are eligible.

Projects must conform to the provisions of the California Health and Safety Code (HSC) sections 44220 et seq. and the Air District Board of Directors adopted TFCA Program Manager Fund Policies for FY 2013-14.

Projects must achieve surplus emission reductions, beyond what is currently required through regulations, ordinances, contracts, or other legally binding obligations at the time of the execution of a funding agreement between the Program Manager and the sub-awardee.

2. TFCA Cost-Effectiveness: Projects must achieve TFCA cost-effectiveness, on an individual project basis, equal to or less than \$90,000 of TFCA funds per ton of total of emissions reduced, unless a different value is specified in the Program Manager Guidance for that project type. Cost-effectiveness is based on the ratio of TFCA funds awarded divided by the sum of total tons of reactive organic gases (ROG), oxides of nitrogen (NOx), and weighted particulate matter 10 microns in diameter and smaller (PM10) reduced (\$/ton).

3. Eligible Projects and Case-by-Case Approval: Eligible projects are those that conform to the provisions of the California Health and Safety Code (HSC) section 44241, Air District Board adopted policies and Air District guidance. On a case-by-case basis, Program Managers must receive approval by the Air District for projects that are authorized by the HSC Section 44241 and achieve Board-adopted TFCA cost-effectiveness, but do not fully meet other Board-adopted Policies.

4. Consistent with Existing Plans and Programs: All projects must comply with the transportation control measures and mobile source measures included in the Air District's most recently approved plan for achieving and maintaining State and national ambient air quality standards, those plans and programs established pursuant to California Health and Safety Code (HSC) sections 40233, 40717 and 40919, and, when applicable, with other adopted State, regional, and local plans and programs.

5. Eligible Recipients: Grant recipients must be responsible for the implementation of the project, have the authority and capability to complete the project, and be an applicant in good standing with the Air District.

A. Public agencies are eligible to apply for all project categories.

B. Non-public entities are only eligible to apply for new alternative-fuel (light, medium, and heavy-duty) vehicle and infrastructure projects, and advanced technology demonstrations that are permitted pursuant to HSC section 44241(b)(7).

6. Readiness: Projects must commence in calendar year 2014 or sooner. For purposes of this policy, —commence can mean the issuance of a purchase order to secure project vehicles, and equipment, the delivery of the award letter for a service contract or the delivery of the award letter for a construction contract.

7. Maximum Two Years Operating Costs: Projects that provide a service, such as ridesharing programs and shuttle and feeder bus projects, are eligible to apply for a period of up to two (2) years. Grant applicants that seek TFCA funds for additional years must reapply for funding in the subsequent funding cycles.

Applicant in Good Standing

8. Failed Audit: Project sponsors who have failed either the fiscal audit or the performance audit for a prior TFCA-funded project will be excluded from future funding for five (5) years, or duration determined by the Air District Air Pollution Control Officer (APCO). Existing TFCA funds already awarded to the project sponsor will not be released until all audit recommendations and remedies have been satisfactorily implemented. A failed fiscal audit means an uncorrected audit finding that confirms an ineligible expenditure of TFCA funds. A failed performance audit means that the project was not implemented as set forth in the project funding agreement.

In case of a failed audit, a Program Manager may be subject to a reduction of future revenue in an amount equal to the amount which was inappropriately expended pursuant to the provisions of HSC Section 44242(c)(3).

9. Authorization for County Program Manager to Proceed: Only a fully executed funding agreement (i.e., signed by both the Air District and the County Program Manager) constitutes the Air District's award of funds for a project. Program Managers may only incur costs (i.e., an obligation made to pay funds that cannot be refunded) after the funding agreement with the Air District has been executed.

10. Insurance: Each County Program Manager and project sponsor must maintain general liability insurance, workers compensation insurance, and additional insurance as appropriate for specific projects, with estimated coverage amounts provided in Air District guidance and final amounts specified in the respective funding agreements throughout the life of the projects.

Use of TFCA Funds

1. Cost of Developing Proposals: The costs of developing grant applications for TFCA funding are not eligible to be reimbursed with TFCA funds.

2. Combined Funds: TFCA County Program Manager Funds may be combined with TFCA Regional Funds for the funding of an eligible project with the exception of clean air vehicle projects. For the purpose of calculating TFCA cost-effectiveness, the combined sum of TFCA County Program Manager Funds and TFCA Regional Funds shall be used to calculate the TFCA cost of the project.

3. Expend Funds within Two Years: County Program Manager Funds must be expended within two (2) years of receipt of the first transfer of funds from the Air District to the County Program Manager in the applicable fiscal year. A County Program Manager may, if it finds that significant progress has been made on a project, approve no more than two (2) one-year (1-year) schedule extensions for a project. Any subsequent schedule extensions for projects can only be given on a case-by-case basis, if the Air District finds that significant progress has been made on a project, and the funding agreement between the Program Manager and the Air District is amended to reflect the revised schedule.

TFCA Project Types

1. Ridesharing projects
2. Shuttle/Feeder Bus
3. Bicycle Facility Improvements
4. Smart Growth
5. Clean Air Vehicle Purchase
6. Arterial Management

Ineligible Project Types

1. **Duplication:** Grant applications for projects that duplicate existing TFCA-funded projects (including Bicycle Facility Program projects) and therefore do not achieve additional emission reductions are ineligible. Combining TFCA County Program Manager Funds with TFCA Regional Funds to achieve greater emission reductions for a single project is not considered project duplication.
2. **Planning Activities:** Feasibility studies are not eligible, nor are projects that only involve planning activities and that do not include an implementation phase.
3. **Employee Subsidies:** Projects that provide a direct or indirect financial transit or rideshare subsidy or shuttle/feeder bus service exclusively to employees of the project sponsor are not eligible.

Recent Project Examples in Napa County

<u>Project Name</u>	<u>Sponsor</u>	<u>TFCA Funds</u>	<u>Total Project \$</u>
Bicycle Incentive Program	City of Calistoga	\$8,500	\$13,000
Signal Timing Project	City of Napa	\$177,693	\$195,000
Class II Bike Lane	County of Napa	\$51,000	\$89,000
Commuter Incentives & Marketing Materials	SNCI	\$40,000	\$40,000

Dates of Importance

Mar. 29, 2013 **Project submittals are due to NCTPA**
(Extended to Sept. 1 2013)

Aug.1, 2013 **Deadline:** Within three months of Board approval, Program Manager submits request for Air District approval of any projects that do not conform to TFCA policies (date tentative)

Nov. 1, 2013 **Deadline:** Within six months of Board approval, Program Manager (NCTPA) provides Cost-Effectiveness Worksheets and Project Information forms for new FYE 2013 projects to the Air District (date tentative)

Project Selection Process

The project selection process is as follows. The NCTPA Technical Advisory Committee (TAC), with representation from all six Napa County jurisdictions, will serve as the selection and prioritization committee. NCTPA staff will run the prospective projects through an initial qualification process based on project eligibility, and present their findings to the TAC. TAC's recommendations will be forwarded to the NCTPA Board.

Projects will be evaluated on a cost effective and project readiness basis.

TFCA Program Manager Selection Criteria for Napa County

- 1) The proposed project must improve the quality of the air as determined by the BAAQMD.
- 2) The project must fall into one or more of the statutory expenditure categories, which are:
 - The implementation of ridesharing programs.
 - The purchase or lease of clean fuel buses for school districts and transit operators.
 - The provision of local feeder bus or shuttle service to rail and ferry stations and to airports.
 - Implementation and maintenance of local arterial traffic management.
 - Implementation of rail-bus integration and regional transit information systems.
 - Implementation of low-emission and zero-emission vehicle programs and of demonstration projects in telecommuting and in congestion pricing of highways, bridges, and public transit.
 - Implementation of a smoking vehicles program (Air District project).
 - Implementation of an automobile buy-back scrappage program operated by a governmental agency (Air District project).
 - Implementation of bicycle facility improvement projects that are included in an adopted countywide bicycle plan or congestion management program.
 - The design and construction by local public agencies of physical improvements that support development projects that achieve motor vehicle emission reductions.
- 3) Geographic equity in the Napa region.
- 4) The project proponent has expended past allocations of funds in a timely manner.

Application Instructions:

TFCA project applications for FY 2013-14 must be submitted to NCTPA no later than 5:00 pm on Monday, September 2, 2013. Once an eligible project/s is received to absorb all 2013-14 funding the call will be closed. Applications may be emailed to Danielle Schmitz at dschmitz@nctpa.net. Applications may be in the form of a completed Project Information Form or in the form of a letter containing the following:

1. The name of the project;
2. A contact person in the agency;
3. A description of the project of no more than one page;
4. Cost of the project: Total cost and amount of TFCA funds requested;
5. A schedule for the project;
6. Sufficient information to determine if the project improves air quality as determined by the Air District assumptions found in Program Manager Guide for FYE 2013;
7. Assurance that the proposed project meets all the Air District policies for forty percent projects; and
8. Assurances that the project is an allowed type

What Happens After Submission?

After applications are submitted to NCTPA the evaluation process will begin. NCTPA plans on the following action timeline:

- April – May 2013 – NCTPA will evaluate the potential 2013-14 TFCA projects
- May 7, 2013 – NCTPA will take proposed 2013-14 TFCA projects to the NCTPA Technical Advisory Committee (TAC) for recommendation to NCTPA Board
- May 15, 2013 – NCTPA will take proposed final projects for FY 2013-14 to the NCTPA Board for approval (date tentative)
- July 2013 – NCTPA sends out agreements to project sponsors (date tentative)

TFCA Do's and Don'ts

Do

- Establish a clear link to the air quality benefits of your project
- Provide clear and detailed cost estimates
- Have good back-up documentation including maps and pictures
- Have a clearly defined project scope and timeline
- Keep NCTPA in “the loop” the greater understanding the Program Manager has of your project the better

Don't

- Bite off more than you can chew – if the project cannot be completed in two years apply for funding in phases, it will not hurt your chances of eligibility
- Scope creep – when you fill out your **Project Information Form** this is your application. You have to adhere to the project description you write on this form
- Forget to ask for help – NCTPA is here as a resource, do not assume, rather ask for clarification
- Apply for the TFCA funds now, and figure out where the rest of your project's funding is going to come from later

Frequently Asked Questions

1. Is there a local match requirement to apply for TFCA funding?

No, there is no requirement for a local match.

2. Can TFCA Program Manager Funds be combined with TFCA Regional Funds?

Yes, TFCA Program Manager Funds may be combined with Regional Funds for the funding of an eligible project with the exception of clean air vehicle projects.

3. What is the TFCA funding limit for alternative fuel vehicles?

TFCA funds awarded to alternative fuel vehicle projects may not exceed incremental cost after all other applicable manufacturer and local/state rebates, tax credits, and cash equivalent incentives are applied. Incremental cost is the difference in cost between the purchase or lease price of the vehicle and/or retrofit and its new conventional vehicle counterpart that meets, but does not exceed, 2011 emissions standards.

Contact Information

Napa County TFCA Program Manager:

Danielle Schmitz

625 Burnell Street

Napa, CA 94559

Phone: (707) 259-5968

dschmitz@nctpa.net

NCTPA Main Office

625 Burnell Street

Napa, CA 94559

Phone: (707) 259-8631

Fax: (707) 259-8638

www.nctpa.net

Bay Area Air Quality Management District:

Geraldina Grunbaum

Supervising Environmental Planner

Phone: (415) 749-4956

ggrunbaum@baaqmd.gov

Appendix A

PROJECT INFORMATION

A. Project Number: 13NAP01

Use consecutive numbers for projects funded, with year, county code, and number, e.g., 13MAR01, 13MAR02 for Marin County. Zero (e.g., 13MAR00) is reserved for County Program Manager TFCA funds allocated for administration costs.

B. Project Title: _____

Provide a concise, descriptive title for the project (e.g., "Elm Ave. Signal Interconnect" or "Purchase Ten Gasoline-Electric Hybrid Light-Duty Vehicles").

C. TFCA Program Manager Funds Allocated: \$ _____

D. TFCA Regional Funds Awarded (if applicable):\$ _____

E. Total TFCA Funds Allocated (sum of C and D):\$ _____

F. Total Project Cost: \$ _____

Indicate the TFCA dollars allocated (C, D and E) and total project cost (D). Data from Line E (Total TFCA Funds) should be used to calculate C-E.

G. Project Description:

Project sponsor will use TFCA funds to _____. Include information sufficient to evaluate the eligibility and cost-effectiveness of the project. Ex. of the information needed include but are not limited to: what will be accomplished by whom, how many pieces of equipment are involved, how frequently it is used, the location, the length of roadway segments, the size of target population, etc. Background information should be brief. For shuttle/feeder bus projects, indicate the hours of operation, frequency of service, and rail station and employment areas served.

H. Final Report Content: Final Report form and final Cost Effectiveness Worksheet

Reference the appropriate Final Report form that will be completed and submitted after project completion. See <http://www.baaqmd.gov/Divisions/Strategic-Incentives/Funding-Sources/TFCA/County-Program-Manager-Fund.aspx> for a listing of the following forms:

- *Form for Ridesharing, Shuttles, Transit Information, Rail/Bus Integration, Smart Growth, and Traffic Calming Projects. (Includes Transit Bus Signal Priority.)*
- *Form for Clean Air Vehicle and Infrastructure Projects*
- *Form for Bicycle Projects*
- *Form for Arterial Management Projects*

- I. Attach a completed Cost-effectiveness Worksheet and any other information used to evaluate the proposed project. *For example, for vehicle projects, include the California Air Resources Board Executive Orders for all engines and diesel emission control systems. Note, Cost-effectiveness Worksheets are not needed for TFCA County Program Managers' own administrative costs.*
- J. Comments (if any):
Add any relevant clarifying information in this section.



April 17, 2013
NCTPA Agenda Item 9.6
Continued From: New
Action Requested: APPROVE

NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Lawrence E. Gawell, Program Manager - Chief Procurement and Compliance Officer
(707) 259-8636 / Email: lgawell@nctpa.net
SUBJECT: Approval of Second Amendment to Work Authorization No. 1 NCTPA Agreement No. 10-20 with CH2MHILL, Inc. for Work Associated with On-Call Engineering and Project Delivery Services

RECOMMENDATION

That the NCTPA Board of Directors approve the Second Amendment (Attachment 1) to Work Authorization No. 1 (Attachment 1) to NCTPA Agreement No. 10-20 with CH2MHILL, Inc. to provide funding for additional work for the SGTC in an amount not to exceed \$14,602.67.

COMMITTEE RECOMMENDATION

None.

EXECUTIVE SUMMARY

Work Authorization No. 1 to NCTPA Agreement 10-20 provides for on-call engineering and construction support services for the Soscol Gateway Transit Center (SGTC) with CH2MHILL. The second amendment to Work Authorization No. 1 will provide additional funding in the amount not to exceed \$14,602.67 for services through April 30, 2013.

PROCEDURAL REQUIREMENTS

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

FINANCIAL IMPACT

Is there a fiscal impact? Yes. \$14,602.67

Is it currently budgeted? Yes.

Is it mandatory or discretionary? Discretionary.

Consequences if not approved: The NCTPA will be without construction support services for the final closeout of the SGTC project.

CEQA REQUIREMENTS

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

On March 31, 2010, NCTPA entered into Agreement No 10-20 with CH2MHILL, Inc., to provide On-Call Engineering and Project Delivery Services. Agreement No. 10-20 has been extended twice to permit CH2MHILL, Inc. to continue providing engineering and project delivery services for the construction of the SGTC. Construction Support Services for the SGTC will be needed through April 30, 2013. This Second Amendment to Work Authorization No. 1 provides additional funding in an amount not to exceed \$14,602.67 to pay for uninterrupted services throughout construction until completion and acceptance of the SGTC project.

SUPPORTING DOCUMENTS

Attachment: (1) Second Amendment to Work Authorization No. 1, NCTPA Agreement No. 10-20

**SECOND AMENDMENT
WORK AUTHORIZATION NO. 1
CONTRACT FOR ENGINEERING SERVICES**

THAT CERTAIN WORK AUTHORIZATION No. 1, dated 8/26/2011 made pursuant to the terms and conditions of Professional Service Agreement No. **10-20** (the Contract) entered into by and between the Napa County Transportation and Planning Agency (NCTPA), and CH2MHILL, Inc. (the Engineer), is hereby amended in relevant part as follows:

PART II of Work Authorization No. 1 is amended to read as follows: "The maximum amount payable under this Work Authorization is **\$693,349.96**, and the method of payment is Labor Rates, as set forth in Exhibit "B" of the Contract. This amount is based upon fees set forth in Attachment D, Fee Schedule, of the Contract and the Engineer's estimated Work Authorization costs and the supplemental Cost estimate, attached and made a part of this Work Authorization."

PART IV of Work Authorization No. 1 is amended to read as follows: "This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on **April 30, 2013**, unless extended by a supplemental or amended Work Authorization."

All other terms and conditions of Work Authorization No.1, including any Exhibits or Attachments thereto shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, this Second Amendment to Work Authorization No.1 is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE ENGINEER
CH2MHILL, Inc.

NCTPA

(Signature) (Signature)

(Signature)

Kate Miller
Executive Director

(Date) (Date)

(Date)

LIST OF EXHIBITS

Exhibit A Supplemental Cost Estimate

EXHIBIT "A"



Address Inquiries to:
 CH2M HILL INC.
 322 East Front St.
 Suite 200
 Boise ID, 83702
 Tel. 208.345.5314
 ext.26336
PLEASE REMIT PAYMENT TO:
 CH2M HILL INC.
 DEPT. 925,
 DENVER, CO 80271-0925

Attn: Catherine Miller, Executive Director
 Napa County Transportation and Planning Agency
 707 Randolph Street, Suite 100
 Napa, CA 94559-2912

Contract No.: 10-20P001
Cost Estimate
Date: 04/04/13
Billing Period: 04/01/13 through 04/30/13

Consultant Project No.: 426769

CH2M HILL Consultant Costs:

Direct Labor Costs:
 (Attach Time Sheets and Overtime Pre-Approval)

Employee Name	Classification	Regular / OT	EA	WBS	Billing Rate	Hours	Labor Cost	
April - Nancy Dorociak	Project Accountant	Regular		100	\$75.23	4	\$300.92	
April - Jeff Finn	Quality Assurance	Regular		270	\$159.89	75	\$11,991.75	
							\$0.00	
							\$0.00	
							\$0.00	
							\$0.00	
Total CH2M HILL Direct Labor Cost :							79	\$12,292.67

Other Direct Costs:

Name / In House / Vendor	Description	Invoice / Ref No.	EA	WBS	Unit Price	No. of Units	ODC
Total CH2M HILL Other Direct Cost:							\$0.00

Sub Consultant Costs:

Name / In House / Vendor	Description	Invoice / Ref No.	EA	WBS	Unit Price	No. of Units	ODC
PJC	Material Testing	11070389A		270	\$1.00	2200.00	\$2,200.00
Total Sub Consultant Cost:							\$2,200.00

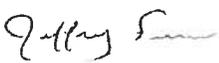
5% Markup on Other Direct Costs and Sub Consultants \$110.00
Total Other Direct Costs, Sub Consultants, and Markup \$2,310.00

Notes: Total CH2M HILL Labor, Other Direct Costs, Sub Consultants, and Markup Costs: **\$14,602.67**

*Bill Rates through 4-30-13

Summary Materials Testing	Budget	Spent incl. current	Remaining
CTS \$	2,225.00	\$0.00	\$ 2,225.00
PJC \$	22,775.00	\$20,313.00	\$ 2,462.00
Total \$	25,000.00	\$ 20,313.00	\$ 4,687.00

I the undersigned hereby certify that I have examined the charges contained in this invoice and that they are true and correct to the best of my knowledge.


 _____ 04/04/13
 Jeffrey Finn, P.E. Date
 Consultant Project Manager

Due and payable on receipt of invoice. Finance Charges will be assessed at 1.5% per month on all accounts overdue



April 17, 2013
NCTPA Agenda Item 10.1
Continued From: New
Action Requested: APPROVE

NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Matthew Wilcox, Assistant Program Planner/Administrator
(707) 259-5976 / Email: mwilcox@nctpa.net
SUBJECT: Public Hearing and Approval of Resolution No. 13-08 Authorizing the Submittal of a Federal Transit Administration (FTA) Section 5310 Grant Application

RECOMMENDATION

That the Napa County Transportation and Planning Agency (NCTPA) Board (1) hold a public hearing and accept comments on NCTPA's Federal Transit Administration (FTA) Section 5310 application and determine that there are no eligible private nonprofit organizations eligible to operate the proposed services and (2) approve Resolution No. 13-08 (Attachment 1) authorizing the submittal of an application for FTA Section 5310 funding in the amount of \$204,000 for replacement vehicles and communications equipment for the Agency's Shared Vehicle program.

COMMITTEE RECOMMENDATION

The Paratransit Coordinating Council (PCC) recommends that the NCTPA Board approve authorizing the submittal of an application for FTA Section 5310 funding in the amount of \$204,000.

EXECUTIVE SUMMARY

The Federal Transit Administration (FTA) funds a number of competitive grant programs designed to serve the diverse transportation needs of communities. The FTA Section 5310 program makes funds available for capital projects and equipment for agencies providing services to the elderly and persons with disabilities. Staff recommends the submission of an application to the FTA Section 5310 program to fund replacement vehicles for NCTPA's Shared Vehicle program, providing that there are no private nonprofit organizations that can provide such services.

PROCEDURAL REQUIREMENTS

1. Open Public Hearing
2. Staff reports
2. Public Comment
3. Close Public hearing
4. Motion, Second, Discussion and Vote

FINANCIAL IMPACT

Is there a fiscal impact? Yes. If approved, the agency would receive up to \$204,000 for replacement vehicles.

CEQA REQUIREMENTS

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (California Environmental Quality Act (CEQA) Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

The FTA Section 5310 program provides capital equipment to nonprofit or public agencies providing public transportation services to the elderly and/or disabled. As Napa County's planning agency, each year NCTPA manages a call for projects and first level application review for the funding associated with the FTA Section 5310 program.

In late 2012, NCTPA began a call for projects notifying local nonprofit agencies in Napa County about the availability of these funds and soliciting applications. The Metropolitan Transportation Commission (MTC) also notified local nonprofit groups. Public agencies are eligible recipients only if other nonprofit organizations are not available to provide the proposed services.

NCTPA is also required to hold a public hearing to validate that there are no private nonprofit organizations is eligible to provide the proposed services. To date, no applications from outside organizations have been received by NCTPA. Therefore, staff proposes the Board review the project proposed for FTA Section 5310 funding and approve the application submittal in the amount of \$204,000 for the Shared Vehicle Program Vehicle Replacement

In July 2012, NCTPA established a shared vehicle program using three 14-year old surplus vehicles with exceptionally high wear and mileage. The condition and seating limitations of these vehicles inhibit adding new participants to the program. The FTA Section 5310 funds would be used to replace the vehicles and to procure vehicle communication equipment. The proposed vehicles will seat 12 ambulatory passengers and have the capacity for two (2) wheelchairs. The application will be ranked as part of

a state-wide competition. If successful, NCTPA would expect the vehicles to be delivered in approximately 18 months.

SUPPORTING DOCUMENTS

Attachment: (1) Resolution No. 13-08

RESOLUTION No. 13-08

**A RESOLUTION OF THE
NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY (NCTPA)
AUTHORIZING FEDERAL FUNDING UNDER
FEDERAL TRANSIT ADMINISTRATION (FTA) SECTION 5310 WITH
CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR
REPLACEMENT OF THE SHARED VEHICLE PROGRAM VEHICLES AND RADIOS**

WHEREAS, the Federal Transit Administration has made funding available for transit services that are provided for elderly and disabled persons in FY 2012-13; and

WHEREAS, the funds, allocated by Caltrans as directed by the California Transportation Commission (CTC), will allow non-profits and public agencies to purchase accessible vehicles and other transportation related equipment to serve elderly and disabled individuals with special needs; and

WHEREAS, NCTPA desires to apply for three replacement vehicles and three two-way radios for the Shared Vehicles Program; and

WHEREAS, a public hearing is held at the Napa County Transportation and Planning Agency's Board April 17, 2013 at 1:30 pm at the Board meeting held at 625 Burnell Street, Napa, CA, to determine if there is any private or non-profit businesses or agencies readily available to provide transportation services to meet the needs of elderly and disabled individuals where public transportation services are otherwise unavailable, insufficient or inappropriate; and

WHEREAS, no private or non-profit businesses are available to provide these services, and

NOW THEREFORE BE IT RESOLVED that the Napa County Transportation and Planning Agency approves the application submittal, and does hereby authorize the Executive Director to file and execute applications on behalf of NCTPA for the Shared Vehicle Program for FTA Section 5310 funding to replace three (3) vehicles and three (3) two-way radios

///

///

Passed and Adopted on the 17th day of April 2013.

Keith Caldwell, Chair, NCTPA

Ayes:

ATTEST:

Karrie Sanderlin, NCTPA Board Secretary

Nays:

APPROVED:

Janice D. Killion, NCTPA Legal Counsel

Absent:



April 17, 2013
NCTPA Agenda Item 11.1
Continued From: New
Action Requested: APPROVE

NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Kate Miller, Executive Director
(707) 259-8634 / Email: kmiller@nctpa.net
SUBJECT: Legislative Update and State Bill Matrix

RECOMMENDATION

That the Napa County Transportation and Planning Agency (NCTPA) Board receive the monthly Federal and State Legislative Update and approve staff recommendations on pending state bills.

COMMITTEE RECOMMENDATION

None.

EXECUTIVE SUMMARY

The Board will receive a Federal legislative update and State legislative update (Attachment 1) from Platinum Associates and consider taking action on various state bills on Attachment 2 that could affect NCTPA.

PROCEDURAL REQUIREMENTS

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

FINANCIAL IMPACT

Is there a fiscal impact? No.

CEQA REQUIREMENTS

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (California Environmental Quality Act (CEQA) Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION*Federal Update*Sequestration

Sequestration was implemented on March 1. During the weeks leading up to this deadline, the Senate and the House fail to pass bills that would have prevented the across the board cuts totaling \$85.4 billion in FY 2012-13. The 2011 Budget Control Act which implemented the sequestration procedure, is likely to result in future budget cuts of almost \$110 billion between FY 2013 and FY 2021. The Department of Defense will suffer the greatest cuts estimated at 7.9% with other non-defense discretionary spending is estimated to be cut by 5.3%.

Sequestration will affect all agencies and discretionary programs. Total cuts to the Department of Transportation are estimated at \$1 billion. This will primarily affect discretionary programs, such as TIGER and New Starts. It will also result in 5.3% cuts to any revenues that will be transferred from the General Fund to the Highway Trust Fund, making it more critical than ever that a longer term solution be implemented to replenish the Highway Trust Fund as part of the next transportation authorization bill.

FY2013 Appropriations

President Obama signed into law another continuing resolution (CR) on March 26, 2013, one day prior to the expiration of the CR that went into effect on October 1, 2012. The CR goes to the end of the FFY 2013.

The CR maintains sequestration. The legislation fully funds the FTA formula programs authorized by MAP-21 and funds the TIGER Program at \$474 million. FHWA is expected to announce the next call for TIGER grants in late April.

SUPPORTING DOCUMENTS

Attachments: (1) April 9, 2013 Legislative Update
(2) State Bill Matrix



April 9, 2013

TO: Kate Miller, Executive Director
Napa County Transportation Planning Agency

FR: Steve Wallauch
Platinum Advisors

RE: Legislative Update

March Numbers: The Department of Finance released its monthly cash report for March, which showed that revenue was \$322 million below the forecast of \$3.96 billion. This shortfall was the result of personal income tax falling \$429 million below the month's forecast, but sales tax receipts and corporate income tax payments were a little above projections. However, year-to-date numbers remain comfortably above the forecast by \$4.77 billion.

Transportation Finance Working Group: As directed in the Governor's Budget summary, the Transportation Agency has formed a transportation stakeholders group in an effort to develop priorities for transportation spending. The first meeting of the Transportation Finance Working Group is scheduled for today (April 9) in Sacramento. This large group will be comprised of representatives from statewide associations, regional agencies, labor, and industry groups, including the Self Help Counties Coalition, CSAC, League of Cities, California Transit Association, the five largest metropolitan transportation planning agencies, and intercity rail operators.

The goal of this group is to explore long-term funding options and evaluate the best ways to deliver transportation needs in California. The workgroup will meet periodically, and be informed by the work of subgroups that forms on specific transportation-related topics. Status reports will also be provided during the California Transportation Commission's monthly meetings.

Active Transportation Account: The Governor's budget proposes to consolidate into the Active Transportation Account the funds from the Bicycle Transportation Account, Safe Routes to School, the Environmental Enhancement & Mitigation Account (EEMP), as well as federal Transportation Alternative Program funds and federal Recreational Trails Program funds.

At both the Assembly and Senate Budget Subcommittee hearings it became clear that this proposal is under attack by the advocacy groups supporting the individual funding programs. Safe Routes to School supporters are pushing to keep this program intact as a subaccount of the Active Transportation Account. In addition, a wide range of environmental advocates urged the Subcommittees to reject the consolidation of the EEMP funds. They point out that the EEMP is one of the few funding programs for urban forestry, recreational trails, and other mitigation projects. These concerns are being heard by the members. Senate Sub 2 Chairman, Jim Beal, and his colleague, Senator Jackson, agreed with the need for Safe Routes to School funding and asked that the concept of the Active Transportation Account be revisited.

The Governor's draft proposal directs the CTC to develop guidelines and project selection criteria for these funds. The CTC is directed to work with various state agencies as well as metropolitan planning organizations and regional transportation agencies. The funds deposited into the Active Transportation Account would be divided as follows: 40% to metropolitan planning organizations, 10% to small urban and rural regions, 50% to projects competitively awarded by the state on a statewide basis.

Legislation:

Constitutional Amendments: The Senate Committee on Governance & Finance is scheduled to hear all of the Constitutional amendments that propose to lower the voter threshold for local taxes from 2/3 to 55%. This includes SCA 4 (Lieu) and SCA 8 (Corbett) which lower the vote requirement to 55% for local transportation sales tax measures, and SCA 11 (Hancock), which would generally lower to 55% the vote requirement for parcel taxes and sales taxes. The Cal Chamber has added all of these bills to infamous "Jobs Killer" list of legislation.

Late Gut and Amend: Late last week, Senator Mark Wyland gutted and amended SB 791, which will have a significant impact to the State Highway Account. As amended SB 791 would eliminate the requirement for the Board of Equalization (BOE) to adjust the "fuel swap" excise tax on annual basis, and instead require any calculated increase to be approved by a 2/3 vote of the legislature.

As you will recall, the fuel tax swap that replaced the sales tax on gasoline with an excise tax required the BOE to annually estimate how much the sales tax on gasoline would have generated in the coming fiscal year and then set the swap excise tax at a rate the generated an equivalent amount of revenue. This is intended to keep the fuel tax swap revenue neutral.

SB 791 would strip this responsibility from the BOE, and require the Department of Finance (DOF) to perform this calculation. If the calculation shows that the swap excise tax should be reduced then that adjustment is automatically made. If, however, the calculation results in an increase in the swap excise tax rate, the DOF must report that outcome to the Joint Legislative Budget Committee by March 1 each year. The proposed increase must be approved by a 2/3 vote of each house in order to take effect.

CEQA: With over 20 bills in print, so far, making various changes to the California Environmental Quality Act, there is no shortage of ideas on how to “modernize” the process. However, efforts to make any significant changes got significantly more difficult. A coalition of environmental groups and labor organizations held a press conference announcing their united front opposing any efforts to weaken CEQA. While the door was left open a crack for minor changes, the odds of making substantive changes has significantly eroded.

Fees & Taxes: There are two new bills introduced that are aimed at funding the implementation of sustainable communities strategies. AB 431 (Mullin) would allow an MPO to place a sales tax measure on the ballot that covers some or all of the MPO’s planning area. The bill would require 25% be allocated to transportation projects, 25% to affordable housing projects, and 25% to parks and recreation programs. The funds must be spent on projects that confirm with the sustainable communities strategy. AB 431 is fairly brief and does not address how the expenditure plan is developed and it does not specify a return to source. AB 431 is sponsored by the Nonprofit Housing Association of Northern California.

Another bill, AB 1002 (Bloom), would impose a \$6 fee on the registration on each vehicle. The bill provides a general outline of how the funds would be allocated with 50% allocated on a per capita basis to cities and counties, 40% to transit operators and transportation commissions, and 10% to metropolitan planning organizations for competitive grants. The funds must be used to implement sustainable communities strategies.

CTC Oversight: Another new bill of significance is AB 1290 by Speaker John Pérez. This bill expands the membership of the California Transportation Commission from 13-18 members. The new members include one additional appointee made by the Senate and Assembly, bringing the number of appointees from each house to two each. The bill would also specify that the Secretary of Transportation, the Chairperson of CARB, and the Director of HCD would also be ex-officio members of the CTC.

AB 1290 would also expand the responsibilities of the CTC to oversee and assess the progress regions make in implementing their sustainable communities strategies. The bill also directs the CTC to include in its guidelines for regional transportation plans an assessment of alternative land use scenarios and transportation system alternatives used in adoption of the regional transportation plan and the sustainable communities strategy. The guidelines would require annual updates from the transportation planning agencies describing progress made toward implementing the sustainable communities strategy. A summary of these assessments would be included in the CTC’s annual report.

Pension Legislation: SB 13, which makes technical corrections to the Public Employee’s Pension Reform Act, was approved by the Senate Committee on Appropriations. The bill now moves to the Senate Floor. In addition, AB 160 has been set for hearing on April 24th in the

Assembly Committee on Public Employees, Retirement and Social Security, which is chaired by Assemblyman Rob Bonta. No agreement has been reached between the state and federal Departments of Labor. AB 160 was set because April 24th is one of the last hearing dates for fiscal bills. It is unclear at this time if the bill will move forward as is or be amended to contain only legislative intent language on addressing this issue.



April 9, 2013

Bills	Subject	Status	NCTPA STAFF RECCOMENDATION
<p>AB 935 (Frazier D) San Francisco Bay Area Water Emergency Transportation Authority: terms of board members.</p>	<p>AB 935 would amend the composition of the Water Emergency Transportation Authority board.</p> <p>The bill would specify that the three members appointed by the Governor one shall be a resident of Contra Costa County, one shall be a resident of Solano County, and one shall be a resident of San Mateo County. The member shall be selected from a list of nominees provided by the countywide transportation authority in each county.</p> <p>The bill also increases the number of appointees made by the Senate and Assembly from one each to two each.</p>	<p>ASSEMBLY LOC GOV – 4/10/13</p>	<p>Recommended Position: WATCH</p>
<p>AB 431 (Mullin D) Regional transportation plan: sustainable communities</p>	<p>AB 431 is sponsored by the Nonprofit Housing Association of Northern California. This bill would establish a process for a transportation planning agency to place a sales tax measure covering all or a portion of its planning area. The expenditure plan must allocate 25% of the funds to each of the following: transportation, affordable housing and parks & recreation.</p> <p>AB 431 is not a spot bill, but there are many missing pieces to this proposal. It is unclear how the expenditure plan would be developed, or how this proposal would interfere with existing efforts at the county level to impose a new or extend an existing transportation sales tax.</p>	<p>ASSEMBLY L. GOV – 4/10/13</p>	<p>Recommended Position: WATCH</p>

<p>AB 1002 (Bloom D) Vehicles: registration fee: sustainable communities strategies.</p>	<p>AB 1002 was recently amended to propose adding a \$6 fee to the registration of each vehicle. The revenue would be deposited into the Sustainable Communities Subaccount, and the proceeds would be distributed as follows:</p> <ul style="list-style-type: none"> • 50% appropriated to cities and counties on a per capita basis for planning and implementation of sustainable communities strategies. • 40% appropriated to transportation commissions and transit operators to support transit operations and expand reduced fare programs. The bill does not specify how the funds would be allocated. • 10% appropriated to MPOs and RTPAs to be used for competitive grants for implementing sustainable communities strategy programs. 	<p>ASSEMBLY TRANS – 4/15/13</p>	<p>Recommended Position: WATCH</p>
<p>AB 1290 (John A. Pérez D) Transportation planning.</p>	<p>AB 1290 would make significant changes to the oversight responsibilities of the California Transportation Commission.</p> <p>The bill expands the number of Commissioners from 13 to 18 members. Appointments made by the Senate and Assembly would increase from one to two each. However, one of the appointees made by the Senate and one by the Assembly would be a voting member. The other would be a nonvoting ex-officio member. The bill would also specify that the Secretary of Transportation, the Chairperson of CARB, and the Director of HCD would also be ex-officio members of the CTC.</p> <p>The bill also directs the CTC to include in its guidelines for regional transportation plans an assessment of alternative land use scenarios and transportation system alternatives used in adoption of the regional transportation plan and the sustainable communities strategy. The guidelines would require annual updates from the transportation planning agencies describing progress made toward implementing the sustainable communities strategy. A summary of these assessments would be included in the CTC’s annual report.</p>	<p>ASSEMBLY TRANS</p>	<p>Recommended Position: WATCH</p>

<p>SB 613 (DeSaulnier D) Bay Area Toll Authority</p>	<p>SB 613 would generally prohibit the use of Bay Area Toll Authority (BATA) revenues from being used to invest in real estate. In addition, the bill would limit direct contributions from BATA to MTC to 1% of gross annual toll bridge revenues. The bill would allow additional contributions from BATA to MTC in the form of a loan to be repaid with interest. The total amount of loans could not exceed 1% of gross annual bridge toll revenue.</p>	<p>SENATE T & H – 4/30/13</p>	<p>Recommended Position: WATCH</p>
<p>SB 791 (Wyland R) Motor vehicle fuel tax: rate adjustment</p>	<p>SB 791 would eliminate the requirement for the BOE to adjust the “fuel swap” excise tax on an annual basis, and instead require any calculated increase to be approved by a 2/3 vote of the legislature.</p> <p>SB 791 would strip this responsibility from the BOE, and require the Department of Finance to perform this calculation. If the calculation shows that the swap excise tax should be reduced then that adjustment is automatically made. If, however, the calculation results in an increase in the swap excise tax rate, the DOF must report that outcome to the Joint Legislative Budget Committee by March 1 each year. The proposed increase must be approved by a 2/3 vote of each house in order to take effect.</p>	<p>SENATE RULES</p>	<p>Recommended Position: Oppose</p>
<p>SB 792 (DeSaulnier D) Regional entities: Bay Area.</p>	<p>SB 792 directs the Joint Policy Committee to prepare a regional organization plan with the goal of reducing overhead costs and integration of regional planning requirements. The plan shall be submitted to the JPC by December 31, 2014, and the JPC shall hold hearings in each county before adopting the plan by June 30, 2015.</p> <p>The bill also directs the JPC to develop community outreach policies, maintain a website, and beginning on January 1, 2014, the JPC shall review the plans and policies for implementing the sustainable communities strategy.</p>	<p>SENATE T & H – 4/16/13</p>	<p>Recommended Position: WATCH</p>

Bills	Subject	Status	NCTPA ADOPTED POSITION
SB 1 (Steinberg D) Sustainable Communities Investment Authority.	SB 1 was approved by the Senate Committee on Governance & Finance. This bill would create a new form of tax increment financing that would allow local governments to create a Sustainable Communities Investment Authority to finance specified activities within a sustainable communities investment area.	SENATE T. & H. – 4-23/13	WATCH
SB 469 (Corbett D) Public contracts: local agencies: public transit vehicles.	SB 469 would require a local entity when awarding a contract to procure public transit buses to give a 10% preference to any bidder that agrees to manufacture the vehicles in California.	SENATE T. & H	WATCH
SCA 4 (Liu D) Local government transportation projects: special taxes: voter approval.	SCA 4 would amend the Constitution to lower the voter approval threshold to 55% for the imposition, extension, or renewal of a local tax for transportation projects. SCA 4 is one of several Constitutional amendments introduced aimed at lowering the voter threshold to enact local taxes for specific purposes.	SENATE G & F – 5/8/13	SUPPORT
SCA 8 (Corbett D) Local government transportation projects: special taxes: voter approval.	SCA 8 is another measure that would amend the Constitution to lower the voter approval threshold to 55% for the imposition, extension, or renewal of a local tax for transportation projects. Senator Corbett has also introduced SCA 9, which would allow for a sales tax to be imposed with a 55% voter approval if the funding is used for local community and economic development projects.	SENATE G & F – 5/8/13	SUPPORT
SCA 11 (Hancock D) Local government: special taxes: voter approval.	SCA 11 is an “umbrella measure” on lowering the voter threshold from 2/3 to 55% for local sales taxes and parcel taxes. This measure would lower the vote threshold for any purpose.	SENATE G & F – 5/8/13	SUPPORT



April 17, 2013
NCTPA Agenda Item 11.2
Continued From: March 20, 2013
Action Requested: APPROVE

NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Danielle Schmitz, Associate Program Planner/Administrator
(707) 259-5968 / Email: dschmitz@ncpta.net
SUBJECT: Napa County Priority Development Area (PDA) Investment and Growth Strategy

RECOMMENDATION

That the Napa County Transportation and Planning Agency (NCTPA) Board accept the final Priority Development Area (PDA) Investment and Growth Strategy (Attachment 1) and approve its submittal to MTC.

COMMITTEE RECOMMENDATION

At the April 4th meeting TAC recommended the NCTPA Board approve the final draft of the PDA Investment and Growth Strategy.

EXECUTIVE SUMMARY

SB 375 requires the State's 18 metropolitan areas, including the Bay Area, to develop strategies to reduce transportation-related greenhouse gas emissions. The law requires that the current Regional Transportation Plan (RTP), Plan Bay Area, include a Sustainable Communities Strategy (SCS) which promotes compact, mixed-use commercial and residential development. To meet the goals of SB 375 more of the future development is planned to be walkable and bikable and close to public transit, jobs, schools, shopping, parks, recreation and other amenities.

To help achieve the goals of the SCS, the nine Bay Area counties have gone through a self identification process where they have voluntarily designated Priority Development Areas (PDAs) in their jurisdiction that can accommodate a majority of their future growth. The purpose of a PDA Investment and Growth Strategy is to ensure that CMAs understand the opportunities and barriers to develop PDAs in the region - in particular-

what transportation investments should be made to best achieve the PDA's housing goals.

This PDA development strategy will be a working document to assist in priority-setting for transportation funding such as the One Bay Area Grant (OBAG), which supports and encourages development in the region's PDAs. Recognizing the diversity of Napa County's PDAs will require different strategies.

The Board reviewed the draft PDA Investment and Growth Strategy at its March meeting and staff solicited comments. Subsequent to that meeting, staff accepted comments from members of the public, and the TAC, Staff received several recommendations for reformatting the document and suggested language changes. No substantive changes to the plan were received.

PROCEDURAL REQUIREMENTS

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

FISCAL IMPACT

Is there a Fiscal Impact? No

CEQA REQUIREMENTS

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State California Environmental Quality Act (CEQA) Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

The purpose of the Priority Development Area Investment and Growth Strategy is to have the transportation programming agency, NCTPA, be familiar with the transportation needs within each PDA in Napa County. This knowledge will help NCTPA in programming funds, to allow each PDA to meet its housing and job goals.

The first step in the PDA process is to prepare an inventory of the PDAs and the current conditions within the PDA, document any planning that has already occurred, and identify the planning and capital needs of the PDA. There are two different PDAs within Napa County that have different PDA statuses. The PDA located in the City of American Canyon is a potential PDA, and the PDA in the City of Napa is a planned PDA. The main difference between these two PDA designations is that a potential PDA needs assistance with site specific planning. This could include a specific plan, area plan, master plan, redevelopment plan, or more detailed section of the general plan that

has been adopted by the city council, and related California Environmental Quality Act (CEQA) review. Planned PDAs already have a more detailed PDA plan and have the necessary zoning and general plan updates so that all planning documents and development regulations are consistent, and the necessary CEQA review has been completed.

This Investment and Growth Strategy document is not only a requirement of NCTPA under MTC's Resolution 4015, it is meant to be used as an ongoing tool for the CMAs and their member jurisdictions. Due to time constraints and available data, this PDA document will focus primarily on the existing conditions of the PDAs within Napa County and what future transportation infrastructure and strategies are needed to help PDAs meet its goals. The plan is intended to guide Congestion Management Agencies, such as NCTPA, to monitor more closely land use policies and development within its jurisdictions to help achieve the goals of Plan Bay Area such as reduction of Green House Gases (GHGs) and encouraging transit oriented development. Topics addressed in the PDA assessment may include: current development status, pipeline projects, investment strategies, community support, transportation assets, bike and pedestrian infrastructure, incentives to attract market development, etc.

The PDA Investment and Growth Strategy document will be a living and working document for NCTPA.

MTC is requiring all CMAs to turn in a first draft of their PDA investment and growth strategy on May 1, 2013. The final draft was approved by the TAC at its April 4th meeting.

SUPPORTING DOCUMENTS

Attachment: (1) Napa Priority Development Area Investment and Growth Strategy

Napa County Priority Development Area (PDA) Investment and Growth Strategy

Napa County Transportation and Planning Agency

April 4, 2013
Final Draft

Table of Contents

Chapter 1: INTRODUCTION and BACKGROUND.....	3
SB 375- Sustainable Communities Strategy	3
Funding Better Development – The One Bay Area Grant (OBAG) Program	4
Focus Program and Priority Development Areas.....	5
Napa County Priority Development Areas.....	8
Purpose and Goals of the PDA Investment and Growth Strategy	8
Chapter 2: NAPA COUNTY BACKGROUND	8
2.1 Priority Conservation Area Program	11
2.2 Economic Feasibility and Funding.....	12
Funding for Infrastructure Improvements.....	12
Chapter 3: PRIORITY DEVELOPMENT AREAS.....	13
3.1 City of Napa.....	13
Downtown Napa - Soscol Gateway.....	13
Napa’s Vision.....	15
Napa’s Planned Priority Development Area	15
Physical Landscape:.....	21
Housing	24
Market Conditions	24
Transportation: Existing Conditions.....	24
Future Improvements	28
3.2 City of American Canyon.....	31
Hwy 29 Corridor	32
Highway 29 Corridor Vision	32
Physical Landscape.....	35
Housing	35
Market Conditions	35
Transportation: Existing Conditions.....	35
Future Improvements	38
CHAPTER 4: NEXT STEPS	43
APPENDIX A: GLOSSARY OF TERMS	45
APPENDIX B: PDA APPLICATIONS.....	49

Chapter 1: INTRODUCTION and BACKGROUND

In an effort to encourage future growth near transit and in existing communities, Napa County Transportation and Planning Agency (NCTPA) has partnered with the County of Napa's local jurisdictions to create strategies that promote a priority-setting process for future development in Napa County's Priority Development Areas (PDAs). PDAs are locally identified areas that can accommodate future housing and employment growth near public transportation. The development of PDAs will help to reduce traffic congestion and encourage transit use, walking, and biking. With the growing population, worsening traffic conditions and constrained natural and urban environments it is more important than ever to plan smarter for future generations. The shift to more transit oriented development (TOD) has not only been driven by these factors, but has also been mandated by recent California State laws, in particular AB 32 and SB 375. These laws require Metropolitan Planning Organizations (MPO) and other regional agencies to develop a Sustainable Communities Strategy (SCS) as a part of the long range planning process.

The San Francisco Bay Area's MPO is the Metropolitan Transportation Commission (MTC). In partnership with the Association of Bay Area Governments (ABAG), MTC is developing the Bay Area's SCS as part of the emerging Regional Transportation Plan (RTP) – known as "Plan Bay Area"

www.onebayarea.org. To meet the SCS goals and as a requirement for receiving federal highway funds, MTC is requiring each county Congestion Management Agency (CMA) to create a PDA Investment and Growth Strategy. NCTPA serves as the CMA for Napa County and is creating this PDA Investment and Growth Strategy in partnership with the County of Napa, the City of Napa, the City of American Canyon, the City of St. Helena, the City of Calistoga, and the Town of Yountville. This PDA Investment and Growth Strategy is a working document and will be updated periodically to include new policies, growth strategies, and data as needed.

SB 375- Sustainable Communities Strategy

The Global Warming Solutions Actions Act of 2006 (AB 32) tasked the California Air Resources Board (CARB) and other state agencies to develop plans and programs to reduce California's greenhouse gas emissions (GHGs) to 1990 levels by 2020. The cornerstone of the program is the development and adoption of a Scoping Plan that identifies specific reduction strategies, implementation mechanisms, and timelines. CARB adopted the Scoping Plan in December of 2008. The complete Plan can be accessed at: www.arb.ca.gov/cc/ab32/ab32.htm.

The California State Global Warming Solutions Actions Act of 2006 (AB 32) calls for the reduction of greenhouse gas emission to 1990 levels by 2020.

Senate Bill 375, signed into law in 2008, requires that the California Air Resources Board establish emission budgets for each region and requires that each of the State's 18 MPOs prepare a Sustainable Communities Strategy.

Senate Bill 375 (Steinberg) became law in 2008 and imposed AB 32-like requirements on local and regional planning practices to encourage sustainable development strategies to reduce GHGs. SB 375 required that CARB establish reduction targets for 2020 and 2035 for each region covered by one of California's 18 MPOs. For the San Francisco Bay Area, CARB followed the recommendation adopted by MTC in July of 2010, requiring a 7 percent per capita reduction target for 2020 and 15 percent per capita reduction target for 2035, relative to 2005 levels. SB 375 requires local and regional governments to identify measures to meet their emissions targets by promoting good planning through sustainable strategies. Each of California's MPOs are required to prepare a SCS that demonstrates how it will meet

its greenhouse gas reduction target through integrated land use, housing and transportation planning. In the San Francisco Bay Area this task fell to MTC, in partnership with ABAG, the Bay Area Air Quality Management District (BAAQMD), and Bay Conservation and Development Commission (BCDC) to create the SCS for the nine county Bay Area.

The goal of the Sustainable Communities Strategy is to link land use development with transportation and to make transportation investments where people live, eat, work, and play.

The SCS is intended to improve land use and transportation coordination as part of the 25-year long range transportation plan prepared by MTC. The SCS must be consistent with the Regional Housing Needs Allocations (RHNA), and provide a strategy for housing 100 percent of the region's growth by year 2035, while not displacing low-income residents. The goals of the SCS is to link land use development to transportation investments outlined in the Regional Transportation Plan (RTP), and to invest in transportation infrastructure where people live, eat, work, and play. The goals include: preservation of agriculture by directing development into the urban footprint; increasing non-auto trips by 10 percent; increasing the percentage of people walking or biking for transportation by 60 percent; and decreasing the automobile miles traveled per capita by 10 percent.

Meeting the emission reduction targets and the goals outlined in the region's SCS is a daunting task. Lack of critical funding, decentralization of jobs, loss of redevelopment revenues, foreclosures, and the high cost of infill development present the greatest challenges. However, with strong partnerships, a common vision, and sustainable planning efforts, the stage has been set for Napa County and the larger Bay Area region to not only meet its objectives but exceed them, making our communities desirable places to live and work. The PDA Investment and Growth Strategies for each of the nine Bay Area counties will be key to the success of the region.

Funding Better Development – The One Bay Area Grant (OBAG) Program

Prior to the passage of AB 32 and SB 375, MTC encouraged TOD-type developments through funding incentives such as the Transportation for Livable Communities (TLC) Program. The program offered technical assistance and capital grants for projects that supported developments that encourage non-auto travel, more livable neighborhoods and mixed-use town centers. In Plan Bay Area, MTC has replaced incentives with planning and development requirements outlined in the new One Bay Area Grant (OBAG) Program. The OBAG Program is a new funding approach intended to integrate the region's federal transportation program with California's climate law (Senate Bill 375, Steinberg, 2008) and the SCS mandated by that legislation. The OBAG program was established in 2012 by MTC's resolution 4035, which includes the requirement that countywide transportation agencies, such as NCTPA, create PDA Investment and Growth Strategies.

The OBAG funding distribution to the nine Bay Area counties is linked to progress toward achieving local land-use and housing policies by:

- Rewarding jurisdictions that accept housing allocations through the Regional Housing Need Allocation (RHNA) process and produce housing using transportation dollars as incentives.
- Supporting the SCS for the Bay Area by promoting transportation investments in PDAs and by initiating a pilot program that will support open space preservation in Priority Conservation Areas (PCAs). Additional funding for each county has been set aside to support these efforts.

- Providing a higher proportion of funding to local agencies and additional flexibility by eliminating required program targets (the OBAG program allows each county the flexibility to invest in transportation categories such as Transportation for Livable Communities, bicycle and pedestrian improvements, local streets and roads preservation, and planning activities, while also providing specific funding opportunities for Safe Routes to School (SR2S) and PCAs).

The OBAG Program establishes program commitments and policies for investing roughly \$320 million over a 4-year period from FY 2012-13 to FY 2015-16, funded through the new federal transportation legislation, Moving Ahead for Progress in the 21st Century (MAP-21). Napa County's share of OBAG revenues is roughly \$6.7 million of which \$2.7 million will be retained for county-wide planning purposes and almost \$4 million will go towards funding OBAG eligible projects.

Focus Program and Priority Development Areas

Before the SCS, the Bay Area agencies developed the FOCUS program. FOCUS is a regional development and conservation program that promotes a more compact land use pattern for the Bay Area. It unites the discipline areas of the four regional agencies (MTC and ABAG plus The Bay Conservation and Development Commission and the Bay Area Air Quality Management District) into a single program that links land use and transportation by encouraging the development of complete, livable communities in areas served by transit, and promotes conservation of the region's most significant resource lands.¹ The FOCUS program was the context in which the region's Priority Development Areas (PDAs) and Priority Conservation Areas (PCAs) were initially identified and provided resources to help in their development. Through the FOCUS program, local jurisdictions identified areas that could accommodate future growth. This designation of PDAs by Bay Area cities and counties identified to the regional agencies where resources should be spent to achieve housing objectives.

The FOCUS program was the context in which the region's Priority Development Areas and Priority Conservation Areas were initially identified. Through the FOCUS program, local jurisdictions identified areas that could accommodate future growth.

In general, PDA eligibility is dependent on key characteristics, such as being located in an existing community, near transit service and planned for more housing. More specifically, a PDA must meet the following criteria:

Size - the recommended area size is 100 acres, which is approximately a ¼ mile radius.

Existing Community – means the area is within an existing urbanized area, is located within an urban growth boundary or limit line if one is established, and has existing or planned infrastructure to support development that will provide or connect to a range of services and amenities that meet the daily needs of residents, making non-motorized modes of transportation an option.

¹ FOCUS Program <http://www.bayareavision.org/initiatives/index.html>

Priority Development Areas are located within urban growth boundaries, have existing infrastructure, are located near transit, and include areas with planned housing.

Near Transit – means (1) the area surrounds an existing rail station or ferry terminal (typically a half-mile around the station), (2) the areas served by a bus or bus rapid transit service with minimum headways of 20 minutes during peak weekday commute periods, or (3) the area is defined as a planned transit station by MTC’s Resolution 3434.²

Housing – means the area has plans for a significant increase in housing units to a minimum density of the selected “place type” from MTC’s Station Area Planning Manual, including affordable units, which can also be a part of a mixed use development that provides other daily services, maximizes alternative modes of travel, and makes appropriate land use connections.

Finally, a PDA can be either “Planned” or “Potential”

- A planned area is part of an existing plan that is more detailed than a general plan, such as a specific plan or an area plan.
- A potential area may be envisioned as a potential planning area that is not currently identified in a plan or may be part of an existing plan that needs changes.

Local jurisdictions must categorize their PDAs as one of seven types using the categories included in the MTC Station Area Planning Manual.

Table 1.1-a PDA Types based on Station Area Planning Manual³

	Centers			
	Regional Center	City Center	Suburban Center	Transit Town Center
Housing Mix	High-rise & mid-rise apt./condos	Mid-rise, low-rise, some high-rise and townhomes	Mid-rise, low-rise, some high-rise and townhomes	Mid-rise, low-rise, townhomes, small lot single family
Target Total Housing Units	8,000-30,000	5,000-15,000	2,500-10,000	3,000-7,500
Net Project Density	75-300 du/acre	50-150 du/acre	35-100 du/acre	20-75 du/acre
Target Total Jobs	40,000-150,000	5,000-30,000	7,500-50,000	2,000-7,500
Minimum FAR (New Employment)	5.0 FAR	2.5 FAR	4.0 FAR	2.0 FAR

² Association Bay Area Governments Application Guidelines for Priority Development Area Designation <http://www.mtc.ca.gov/funding/onebayarea>.

³ MTC’s Station Area Planning Manual: Place Types http://www.mtc.ca.gov/planning/smart_growth/stations

Table 1.1-b PDA Types based on Station Area Planning Manual

	Districts		Corridors
	Urban Neighborhood	Transit Neighborhood	Mixed Use Neighborhood
Housing Mix	Mid-rise, low-rise, townhomes	Low-rise, townhomes, some mid-rise and small lot single family	Mid-rise, low-rise, townhomes, some small lot single family off corridor
Target Total Housing Units	2,500-10,000	1,500-4,000	2,000-5,000
Net Project Density	40-100 du/acre	20-50 du/acre	25-60 du/acre
Target Total Jobs	N.A.	N.A.	750-1,500
Minimum FAR (New Employment)	1.0 FAR	1.0 FAR	2.0 FAR

Table 1.2 Program Breakdown

Program	Description	Agency
FOCUS	Regional program to encourage and develop more compact land use pattern that links housing to transportation infrastructure within the Bay Area. The program is used to identify local PDAs and PCAs.	ABAG
TLC	Program to support community-based transportation projects that bring new vibrancy to downtown areas, commercial cores, neighborhoods, and transit corridors, enhancing their amenities and ambiance and making them places where people want to live, work and visit. The TLC Program supports the region's <u>FOCUS Program</u> by investing in <u>Priority Development Areas</u>	MTC
RTP	Regional long-range transportation plan (25 years) done every 4 years by MTC. In the next iteration of the RTP (known as Plan Bay Area) MTC will have to a SCS.	MTC
SCS	Sustainable Communities Strategy that links transportation and housing in the RTP.	MTC/ABAG
OBAG	Program to support transportation projects listed in the RTP but focuses on providing funding to those that best meet the intent of the SCS which is to fund projects within PDAs near transit.	MTC
Napa's Countywide Transportation Plan	Local long-range transportation plan that identifies transportation priorities and goals for the next 25 years and identifies projects for future inclusion in the RTP.	NCTPA

Napa County Priority Development Areas

Napa County has two PDAs. One PDA is located in Downtown Napa and the adjacent Soscol Gateway Corridor and the other PDA is located along State Route 29 in American Canyon.

Table 1.3 Napa County PDAs

PDA Name	PDA Description	PDA Designation
Downtown Napa – Soscol Gateway Corridor (Planned PDA)	Approximately 585 acres located in downtown Napa boarded by Polk, Clinton, and Caymus Streets to the north, Jefferson Street to the west, Division Street to the south and then extends east across the Napa River to Silverado Trail and south to Imola Avenue.	Transit Neighborhood (Figure 3.2)
American Canyon Hwy 29 Corridor (Potential PDA)	Approximately 225 acres located on the Hwy 29 corridor; geographic boundaries are generally Green Island Road on the north, James Road on the west, the railroad tracks on the east, and the City of Vallejo on the south.	Mixed Use Corridor (Figure 3.8)

Purpose and Goals of the PDA Investment and Growth Strategy

The purpose of this Priority Development Area Investment and Growth Strategy is to identify specific transportation needs for each PDA in Napa County. This document is both a requirement of NCTPA under MTC’s Resolution 4035 and is also a tool for NCTPA and its member jurisdictions to aid in establishing priorities and focus planning and development efforts. Identifying funding needs in each PDA will assist NCTPA in prioritizing revenues so jurisdictions can meet their housing and job goals.

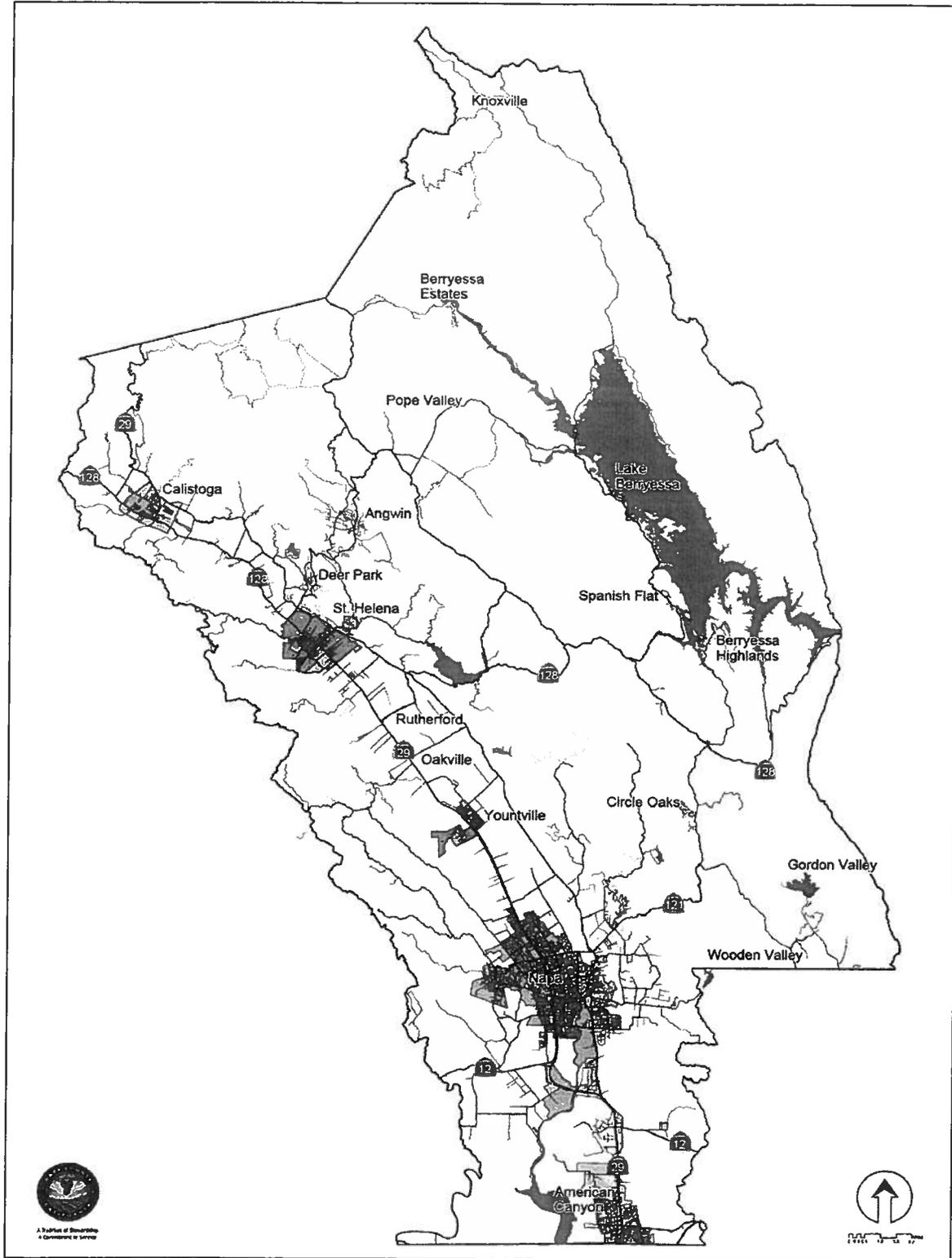
In order to gauge the progress of each PDA in meeting its development goals, baseline data and current-conditions analysis are included in this document. This will include a summary of planning documents, a summary of planned development goals, and an inventory of planning and capital needs. As noted in Table 1, each of the PDAs within Napa County has a different designation and is at different stage of development. The City of American Canyon has a “Potential” PDA, and City of Napa is has a “Planned” PDA. A Potential PDA needs assistance with more detailed planning. This could include a Specific Plan, Area Plan, Master Plan, redevelopment plan, or more detailed section of the General Plan. Planned PDAs already have completed all or most of these planning elements, as well as the necessary California Environmental Quality Act (CEQA) review.

Chapter 2: NAPA COUNTY BACKGROUND

Located approximately fifty miles northeast of San Francisco, Napa County is the least populous and most rural county in the San Francisco Bay Area. With a population of 136,484 it is home to a multibillion dollar wine industry, and is a leader in agricultural preservation. Napa County encompasses five incorporated areas: Napa, St. Helena, Calistoga, American Canyon, and the Town of Yountville. The City of Napa, with a population of 76,915, is the largest city in the county. Napa County has a median age of 39.7 and a population that is steadily aging with 15.3 percent of the population being over the age of 65.⁴ In comparison, only 11.7 percent of the population is over 65 statewide.

⁴ US Census Bureau 2007-2011 <http://quickfacts.census.gov/qfd/states/06/06055.html>

FIGURE 2.1 Napa County



By the year 2040 the population's median age is projected to be 42.1 years.⁵ This growing trend towards an aging population brings new challenges to the County and its jurisdictions. Elderly populations tend to live closer to support services in the incorporated areas, drive less and require more public services such as transit. Another important demographic trend is that Napa County's Hispanic population has grown significantly in recent years; from 8.7 percent in 1980 to 23.7 percent in 2000. During the same period, the Hispanic population in the Bay Area- increased from 12.2 percent to 19.4 percent. Napa County, which in 1980 had one of the lowest percentages of Hispanic persons among Bay Area counties, now has the highest percentage of Hispanics among the nine counties in the Bay Area at 33 percent.⁶ There are approximately 70,660 jobs in Napa County and 54,760 housing units. With approximately one housing unit per employed resident, this represents a relative balance between jobs and housing. However, as described below, the cost of housing and the nature of employment in the County result in commute patterns that contribute significantly to the congestion along the County's major corridors. The unemployment rate in Napa County is 7.9 percent.⁷

Table 2.1 Jobs and Housing Units⁸

Jurisdiction	Total Housing Units (2010)	Total Jobs (2010)
American Canyon	5,980	2,920
Calistoga	2,320	2,220
Napa	30,150	33,950
St. Helena	2,780	5,340
Yountville	1,250	1,600
Unincorporated County	12,280	24,630
Total	54,760	70,660

Napa County is comprised of approximately 500,000 acres of which 450,000 acres, or 90% of the total land mass, is designated as various types of "open space". Approximately 115,000 acres are dedicated open space in public ownership, and approximately 20,000 acres are either owned by a private land trust or protected via conservation easement. Napa County has long been a leader in agricultural preservation and the balance of open space lands are in private ownership and have been protected from urban development through a series of actions taken by the County's elected officials and the electorate starting in 1968. The passage of Measure J in 1990 set the minimum parcel size for agricultural land at 40-160 acres and required voter approval before agricultural property can be converted to other uses. Measure J was extended with the passage of Measure P in 2008, and continues the policies of Measure J until the year 2058.⁹

In 1970, 50 percent of the county's population lived in unincorporated areas. Since then, growth in the incorporated jurisdictions has resulted in a dramatic shift in the city/county split; by 2005, nearly 80 percent of the County's residents lived in incorporated jurisdictions.¹⁰ Much of this trend is influenced by the strict growth policies that the County and cities have enacted to protect agricultural land and open space. Coupled with new legislation such as SB 375, that encourages growth toward incorporated

⁵ Napa County General Plan Economic Development Element

⁶ US Census Bureau 2007-2011 <http://quickfacts.census.gov/qfd/states/06/06055.html> and Napa County General Plan Economic Development Element

⁷ State of California Employment Development Department - Monthly Report dated December 2012

⁸ ABAG's Jobs-Housing Connection Strategy (May 2012)

⁹ Napa County <http://www.countyofnapa.org/Pages/Search.aspx?keywords=Measure%20J>

¹⁰ Napa County General Plan Recreation and Open Space

city centers, this trend will continue to guide development to be compact/mixed-use near transit in the incorporated areas of the county.

2.1 Priority Conservation Area Program

The OBAG program also contains provisions to preserve open space and set aside funds for a Priority Conservation Area (PCA) program. Napa County has ten PCAs. PCAs have been identified as part of the regional FOCUS program. PCAs are areas of regional significance that have broad community support and an urgent need for protection. These areas provide important agricultural, natural resource, historical, scenic, cultural, recreational, and ecological values and ecosystem functions. The purpose of designating priority conservation areas is to accelerate protection of key natural lands in the San Francisco Bay Area through purchase or conservation easements within the next few years.

Conservation will be promoted through regional designation by:

- Coordinating conservation efforts within a regional framework of near-term priorities
- Providing a strong platform on which to leverage public and private resources
- Building upon prior and existing land protection efforts and investments
- Providing opportunities for forging new partnerships

Knowing the region's land conservation priorities will promote collaboration and investment in these areas that are critical to the region's quality of life and ecological diversity. In 2007 Bay Area jurisdictions nominated areas for PCA consideration. The ABAG Executive Board adopted a set of Priority Conservation Areas on July 17, 2008.

Table 2.2 PCAs

Napa County designated ten Priority Conservation Areas	
Bay and Ridge Trails	Bay Trail hugs the shoreline of Bay and the Ridge Trail runs along the ridgelines overlooking the Bay
Blue Oak Woodlands of the Lake District	Located in northeastern Napa County near Lake Berryessa
Bothe – Napa State Park to Sugarloaf Ridge State Park	Encompasses thickly forested hills of the western side of Napa Valley where the Mayacamas Mountain Range terminates
Interior Mountains – Moore Creek Milliken Creek	Includes the lands in central Napa County, west of the county's urban centers.
Lake Curry – Suisun Creek Watershed	Located east of the City of Napa towards the Napa county border with Solano County; containing oak woodlands and grassland
Napa County Agricultural Lands and Watershed	Encompasses the unincorporated agricultural and watershed lands of Napa County
Napa Valley – Napa River Corridor	Follows the lands along Napa River, which runs from northwestern Napa County, northeast of Calistoga, to the San Pablo Bay
Palisades Mt. St. Helena – Angwin	Located in northwestern Napa County, the Palisades form the range of mountains between Mt. St. Helena and Angwin
Redwood and Dry Creek Watersheds	Watersheds located on the western sloped of Napa Valley and drain into the Napa River; the area contains redwood forests
Southern Mountains – Skyline to Newell Preserve	Southern Mountains located in Skyline Park to Newell Preserve area is located east of and between the City of Napa and the City of American Canyon

2.2 Economic Feasibility and Funding

Build out for the City of Napa and American Canyon PDAs is anticipated in 2037 and 2035 respectively. The overall objective for concentrating growth within a PDA is to improve the link between transportation and land use to reduce vehicle miles traveled (VMT). To achieve these goals, PDAs need to bring jobs and housing closer together and offer adequate transit, pedestrian, and bicycle alternatives. Higher density developments, with a mix of housing located closer to commercial centers that provide jobs, access to educational centers, goods, services, and areas for recreation have proven to be effective at encouraging alternative modes of transportation and reducing overall VMT.

The American Census Survey (2007-2011) indicates that 76 percent of American Canyon's workers and 77 percent of Napa's workers commute alone to work. This is significantly higher than the overall Bay Area percentage of drive alone commuters of 67 percent. Addressing this challenge will require that the jurisdictions plan housing to meet the needs of its workforce. This is a particularly salient issue for lower income workers. Currently the County's economic base is agriculture, wine making, hospitality and restaurant industries. Jobs in these industries tend to pay lower wages, particularly in relationship to Napa County's housing costs. This relationship between worker wages and housing costs is a critical factor in driving up the VMT as housing costs prevent the people who work in Napa County from living in Napa County. Likewise, more efforts will need to be made to diversify the County's employment base in industries that create better paying jobs and to provide alternative transportation options to current residents who commute because housing costs are too high.



A robust economy and adequate revenues for critical infrastructure improvements are necessary to achieve long range objectives and foster economic development. Napa County's economy, like much of the Bay Area, is slowly recovering from the Great Recession of 2008-2009. The County's unemployment rates continue to drop, but very slowly. The Consumer Price Index remains relatively stable, keeping some costs down, but certain costs continue to rise, such as fuel and housing. Housing costs in Napa County increased by almost 15 percent in 2012, contributing to the County's omnipresent challenge of providing affordable housing to some its lower income residents and workers.

Local government revenues, essential for redevelopment, are still lagging behind, which in part is the result of persistent budgetary shortfalls and related remedies at the State level resulting in the diversion of revenues to address State budgetary shortfalls. Dwindling revenues in the Federal Highway Trust Fund, limited options for infrastructure financing coupled with the competition for scarce resources with larger jurisdictions, will make meaningful development within Napa County's PDAs a formidable challenge.

Funding for Infrastructure Improvements

As the least populous County in the Bay Area, Napa receives limited financial resources for transportation infrastructure. The County will receive just over \$6.7 million federal OBAG funds to cover a four year period from FY 2002-13 to FY 2015-16, of which over \$2.7 million is needed for CMA

planning purposes. The County also receives roughly \$1-2 million each two year STIP cycle. Combined, the federal and state funds for rehabilitation and enhancements are projected to total roughly \$625 million (in 2013 dollars) over the next 25 years. Over the life of the One Bay Area Regional Transportation Plan, the County submitted projects totaling over \$1.1 billion, leaving a shortfall of \$475 million. In order to meet this capital demand, additional revenues will need to be identified, including general fund revenues from the jurisdictions.

To achieve this, NCTPA will need to put greater emphasis on advocating for its larger infrastructure projects and pursuing discretionary funding at the federal and state levels. NCTPA will need to invest in focused planning, such as the State Route 29 Gateway Corridor Study, in order to bring State and Federal attention to the challenging issues surrounding the County's transportation infrastructure and funding predicament.

NCTPA will outline strategies to address PDA development in its upcoming Countywide Transportation Plan, scheduled for adoption in 2014. The plan will include detailed economic forecasts, identify financing mechanisms, prioritize transportation improvements that will build on SB 375 objectives, and include a detailed development strategy in partnership with the Cities of Napa and American Canyon so that the PDAs will be realized within the next 25 years.

Chapter 3: PRIORITY DEVELOPMENT AREAS

3.1 City of Napa

Located in the southern end of the county, the City of Napa is the largest jurisdiction in Napa County. According to the 2010 census the City has a population of 76,915 and is home to approximately 56 percent of Napa County's residents. As of 2010, the City of Napa had approximately 30,150 housing units and 33,095 jobs.¹¹ The median household income for Napa is \$62,642 thousand.¹² Napa's housing stock is predominantly single family. In 2005, single family detached or attached units were about 68 percent of the total housing stock while multifamily housing (including duplexes and apartments) comprised about 27 percent of the housing stock. The remaining units are mobile homes.¹³

Downtown Napa - Soscol Gateway

Napa's downtown has gone through significant changes over the years. In May 2012 the City adopted its Downtown Specific Plan to refine the vision for the downtown area. The downtown area is currently characterized by a wide range of land uses. It is predominantly composed of commercial, office and public uses with a limited amount of housing. Existing uses are clustered in various subareas, with the highest density of uses within the heart of downtown along Main and First Streets, and a mix of commercial and residential uses in adjacent areas.

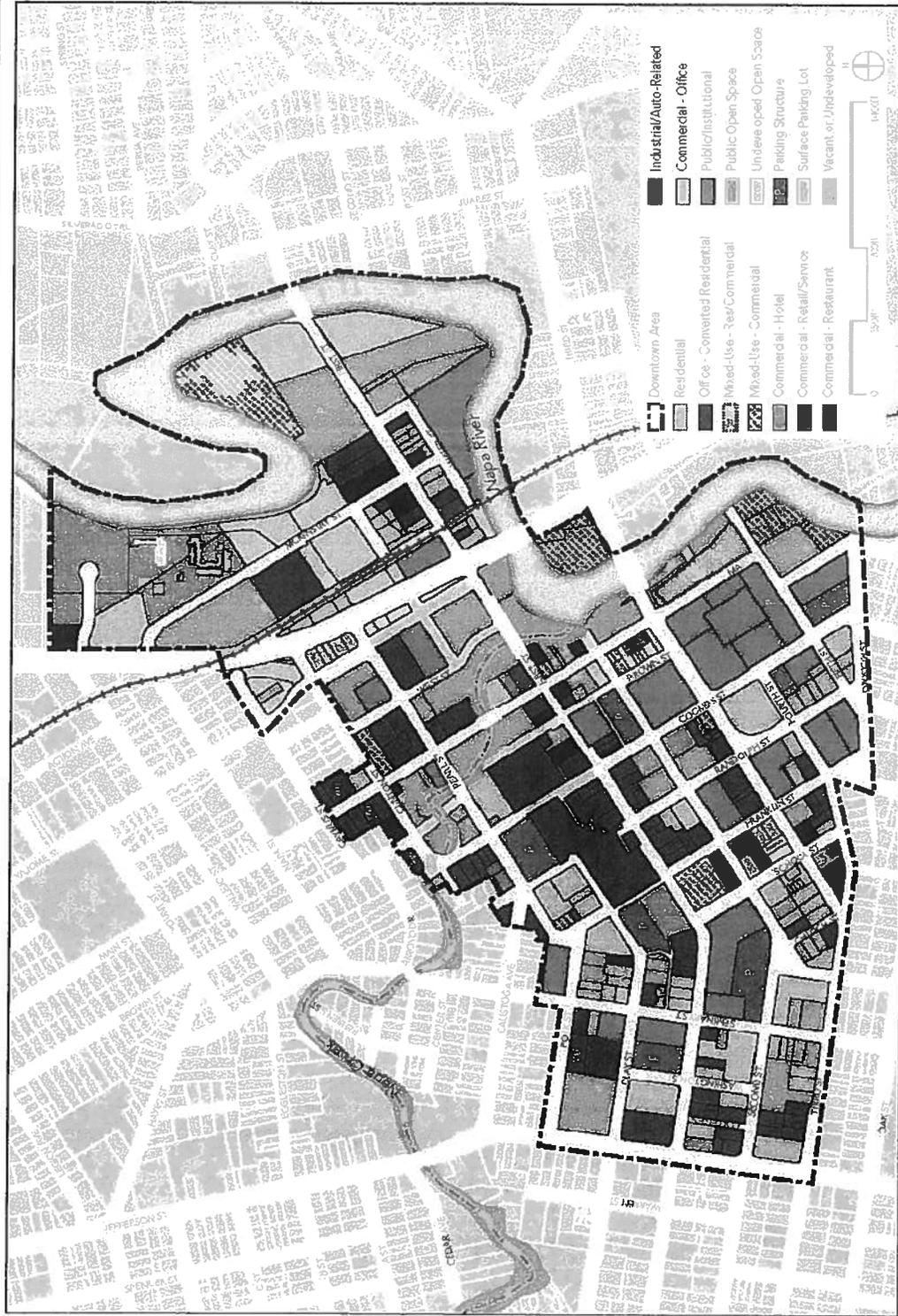
Downtown Napa also includes unique natural features like the Napa River and Creek which cuts through the downtown and Soscol corridor.

¹¹ ABAG's Jobs-Housing Connection Strategy (May 2012)

¹² US Census Bureau 2007-2011 <http://quickfacts.census.gov/qfd/states/06/06055.html>

¹³ City of Napa General Plan – Housing

Figure 3.1 Existing Land Use Conditions¹⁴



¹⁴ Source: Downtown Napa Specific Plane Figure 2.1 Existing Conditions

Both the river and creek have hindered development in the downtown due to flooding issues, but with the 1998 passage of Measure A – the Countywide Flood Control Measure – the City incorporated features of the natural river environment into the development and recreational features of Downtown, while making improvements that minimize the threat of flooding in the area.

The Soscol Corridor provides most visitors with their first view of Napa as a “gateway” to the Downtown. Currently the Soscol corridor contains varied land uses, building forms, streetscapes, commercial centers, auto dealerships, and residences that lack a cohesive design and feel. As outlined in the 2004 Soscol Gateway Corridor Vision Plan, the City provided an overall framework of planning concepts for land use, open space, and circulation. The concepts anticipate a substantial evolution of the Soscol Avenue corridor and adjacent areas over a 25 year period. They provide direction for early phase investment so that it supports the community’s long-term vision. Some elements of the plan include a central transit node – the Soscol Gateway Transit Center –this project has already been built, absent the high density housing development that the project originally included.

Since 2000, Napa has experienced significant growth. This is particularly true in Downtown Napa and along the Soscol Gateway Corridor. Several mixed use commercial-residential and hotel developments have been constructed in these areas in recent years reflecting Napa’s smart growth principles and strong city-centered planning practices. To retain existing commercial uses and encourage new commercial and residential development in the Downtown and its surrounding area, Napa prepared comprehensive master plans for Downtown Napa and the Soscol Gateway area. These comprehensive plans propose 1,274 housing units (976 net new units) in the 20 to 30 year horizon. Although development recently slowed as a result of the prolonged recession and State’s dismantlement of redevelopment agencies, the vision remains as a solid foundation for attracting and retaining new local-serving uses, hotels and residential development in the future.¹⁵

Napa’s Vision

By creating the Downtown Specific Plan, Napa is paving the way for a vibrant downtown including a thriving business community, extensive pedestrians and bicyclist networks, historic preservation of buildings, as well as new sustainable buildings and architecture. These features will help create a distinct sense of place within the downtown, complementing the surrounding world-renowned Napa Valley. The vision for the Soscol Gateway is a mixed use corridor with neighborhoods and commercial villages. The overall planning approach emphasizes creation of villages and neighborhoods that have mutually supporting land uses, site plans and pedestrian experiences.¹⁶

Napa’s Planned Priority Development Area
The Downtown Napa-Soscol Gateway PDA generally follows the boundaries the Soscol Gateway Corridor

Welcome to Downtown Napa in 2030. Enjoy Downtown’s unique environment where the community comes together to enjoy a vibrant collection of inviting public spaces, attractive streets, distinctive shops and eateries, exciting entertainment venues, creative public art, historic buildings, sustainable new buildings and an array of housing options. As the distinctive heart of Napa, Downtown is a welcoming, fun and intimate city center – a place where history, charm, neighborhood and economic vitality come together along the Napa River.

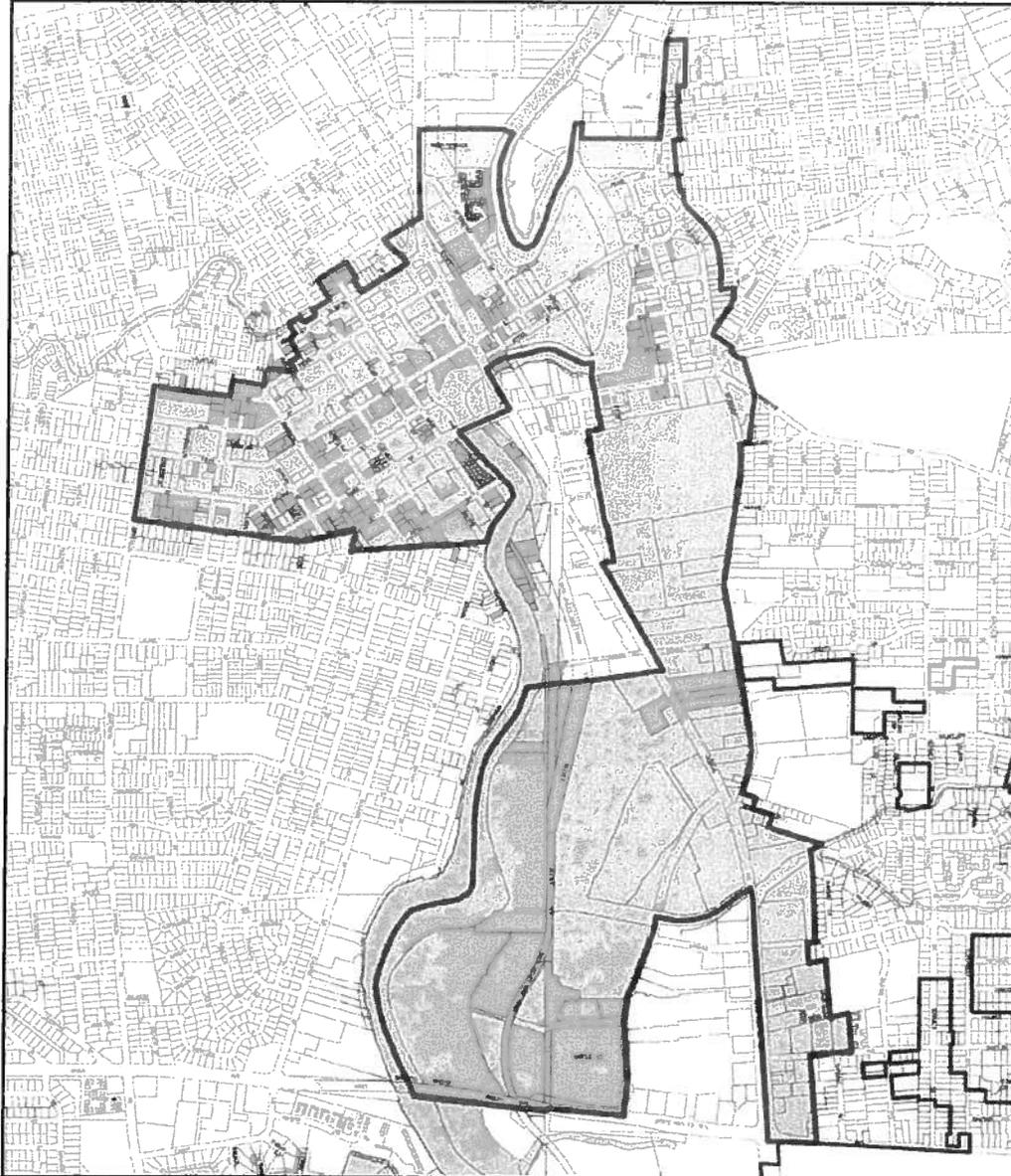
-Excerpt from the Napa Downtown Specific Plan contains the following vision statement:

¹⁵ City of Napa PDA Application Narrative

¹⁶ City of Napa Soscol Gateway Vision Plan (2004)

outlined in Napa’s adopted Soscol Gateway Vision (2004) and the Soscol Gateway Redevelopment Project Area (2007). The Downtown Specific Plan area boundaries include the Napa River on the east, Division and Third Streets on the south, and Jefferson Street on the west. The northern boundary generally follows the zigzagging edge of the existing “Downtown Commercial” zoning area boundary adjacent to northern residential neighborhoods along Polk and Caymus Streets west of Soscol Avenue. The boundaries extend east to include the Oxbow Public Market and former Copia site east of Soscol Avenue. The Planning Area encompasses approximately 58 acres.

FIGURE 3.2 Napa’s PDA Boundary



Napa County is predominantly an agricultural community and the City of Napa, along with the four other incorporated cities within the County, are served by Highway 29 and Silverado Trail (from Napa north to Calistoga) which extends through the vast agricultural and open space lands ubiquitous in Napa Valley. Much of this land is protected by voter initiative (Measures J and P and the City's RUL) and by recognized conservation areas future where development is prohibited, except when specifically associated with agricultural activities or by a vote of the people.

The Downtown Napa-Soscol Gateway PDA provides for compact, mixed-use development of substantial new residential and commercial uses that will serve existing residents and new residents in the 976 new dwelling units planned for the area. These residential neighborhoods or "villages" will be walkable, located near services and transportation, connected by trails to recreation and open space, and located in and near Napa's historic downtown and Soscol Gateway Transit Center.

To fully realize and implement the vision of the PDA, resources are necessary to address infrastructure deficiencies, including those primarily related to drainage and circulation (e.g., street, bicycle and pedestrian improvements). General upgrades to roads, road maintenance and traffic delays at key intersections have been identified as deficiencies needing to be addressed with future development. The total cost associated with all infrastructure needs in the Soscol Gateway area is approximately \$50 million, with approximately \$35.5 million specific to transportation improvements. However, many improvements are already underway. New Hartle Court is presently under construction as part of the Gasser Theater Project, and improvements at the Imola/Gasser (Kansas) Street intersections will be completed as part of this project. Within the Downtown Specific Plan area the infrastructure needs are approximately \$38 million. The development, when built out, will create more than 1,600 jobs and bring more than 1,400 people to the Downtown.

Densities and floor area ratios are increased along with the diversity in building height, parking requirements and similar strategies to accommodate the vision for a city-centered, sustainable Downtown with residents living near services. Collectively, these strategies provide increased housing and transportation alternatives to the community and align with regional goals for creating a complete community and planning for land use, transportation and the environment.

Table 3.1 Napa PDA

Downtown Napa – Soscol Gateway Corridor PDA		
Area Name and Location	Located in downtown area bordered by Polk, Clinton and Caymus Streets to the north, Jefferson Street to the west, Division Street to the south and extends east across the Napa River to Silverado Trail and south to Imola Avenue.	
Area Size	585 Acres	
Public Transit Serving the Area	NCTPA operates the countywide and regional fixed-route transit system (VINE), the main hub of the system is located within the PDA on the corner of Fourth and Burnell Street. The new transit center provides bus service on a pulse system, includes commuter options, and is in a prime location for future light rail and Ferry Service. There are 15 minutes headways within the planned PDA.	
Place Type	Transit Neighborhood	
	Current Conditions (2006)	Future Goal (Horizon Year 2037)
Total Housing Units	298	1,274
Total Jobs	3,184	5,689
Net Project Density (New Housing)	Existing density ranges are variable in the area by land use designation ranging from 20-40 du/ac in the Downtown Commercial area, 10-40 du/ac on the Mixed Use sites in the Soscol Gateway area; and 3-8 du/ac on the sites set aside for limited single-family residential development.	<p>Within the Downtown Specific Plan area, density ranges have been increased to 20-60 du/ac in the core (Downtown I designation), remain 20-50 du/ac in the downtown edge (Downtown II designation) and 10-25 du/ac in the transitional area between the downtown and the surrounding neighborhoods (Transition designation)</p> <p>Within the Soscol Gateway area densities are revised by converting 5.3 acres to Mixed Use, 16.9 acres to Transit Village, assigning 2.5 acres at the Napa Expo site Mixed Use, and applying the mid-range of the number of units assumed in the 1998 General Plan for the area. The density ranges in the Soscol Gateway area are 10-40 du/ac on mixed Use sites and 3-8 du/ac on the limited number of low density residential sites in the area</p> <p>These revisions provide for 1,274 housing units or 976 net new units in the PDA with approved planning and environmental review.</p>
Minimum/Maximum FARs (New Employment Development)	1.25-4.0 FAR in Downtown Specific Plan area for commercial use and .35 FAR for Residential/Offices .35-.95 FAR in the Soscol Gateway area	<p>The FAR has been increased with the adoption of the Downtown Specific Plan to 5.0 Downtown I designation, 4.0 Downtown II designation, and 3.0 Transition designation.</p> <p>Within the Soscol Gateway area the FAR is .35-.95, although far more land is now zoned for multi-family use as part of Mixed Use designation.</p>

The Downtown Napa - Soscol Gateway Area specific plan will guide public and private investment in the area. The PDA is already being transformed by the Napa River Flood Protection Project which prompted redevelopment along the water front, improved the transit and pedestrian network, and significantly mitigated flood risks in the area. As outlined in adopted plans, the vision provides an overall framework for land use, circulation, open space, and the foundation for new neighborhoods and revitalization of existing neighborhoods. The Soscol Gateway Corridor Plan covers 376 acres, including 24.7 acres of land rezoned to accommodate the transit center and mixed residential-commercial uses, a 2.5-acre portion of the Napa Expo, a State-owned property, and the 80-acre Gasser site.

Construction was recently completed on the new Napa County Transportation and Planning Agency (NCTPA) Soscol Gateway Transit Center, and Gasser South development, which includes a 12-screen movie theater and 30,000 square feet of associated commercial-retail space in an entertainment village. Also, community-serving facilities are either near completion or are completed, including a 60-bed homeless shelter and 24 units of transitional housing, and 30,000 square feet of office space for non-profit organizations is planned. Future development of Gasser North includes Tulocay Village and Tulocay Square —a mixed-density residential neighborhood with 80,000 square feet of commercial retail space. Within the Soscol Gateway Corridor, a minimum of 458 new housing units are planned at densities up to 40 du/acre, including 20 percent affordable housing to lower-income residents. These neighborhoods will connect to 13 acres of open space and wetlands through a network of public use trails linking the commercial development, Napa River trails and Downtown Napa.

Similarly, the Downtown Specific Plan enhances Napa's unique, colorful and historically significant downtown to meet the needs of existing and new residents, while continuing to draw visitors to the area. The Downtown Napa Specific Plan, which was started in 2009 and was adopted by the Napa City Council in May 2012, will provide the framework for realizing the vision of a vibrant, healthy and balanced pedestrian-oriented city center. To help achieve its objectives, the Specific Plan outlines a set of recommended improvements to cultivate a physically attractive, economically healthy and socially animated city center where people choose to live and visit. This includes establishing an appropriate mix, density and orientation of residential and commercial uses to improve the business environment to enhance community in the downtown Napa area. It also entails enhancing the auto, transit and bicycle circulation network and pedestrian streetscape. Such improvements will allow people to have easy and efficient access into and out of downtown, as well as great mobility options throughout the city core.

Both the approved Soscol Gateway Corridor vision and the Downtown Napa Specific Plan help to achieve Napa's overall community vision of protecting farmland and vineyards surrounding the community while focusing development inside the Rural Urban Limit (RUL).

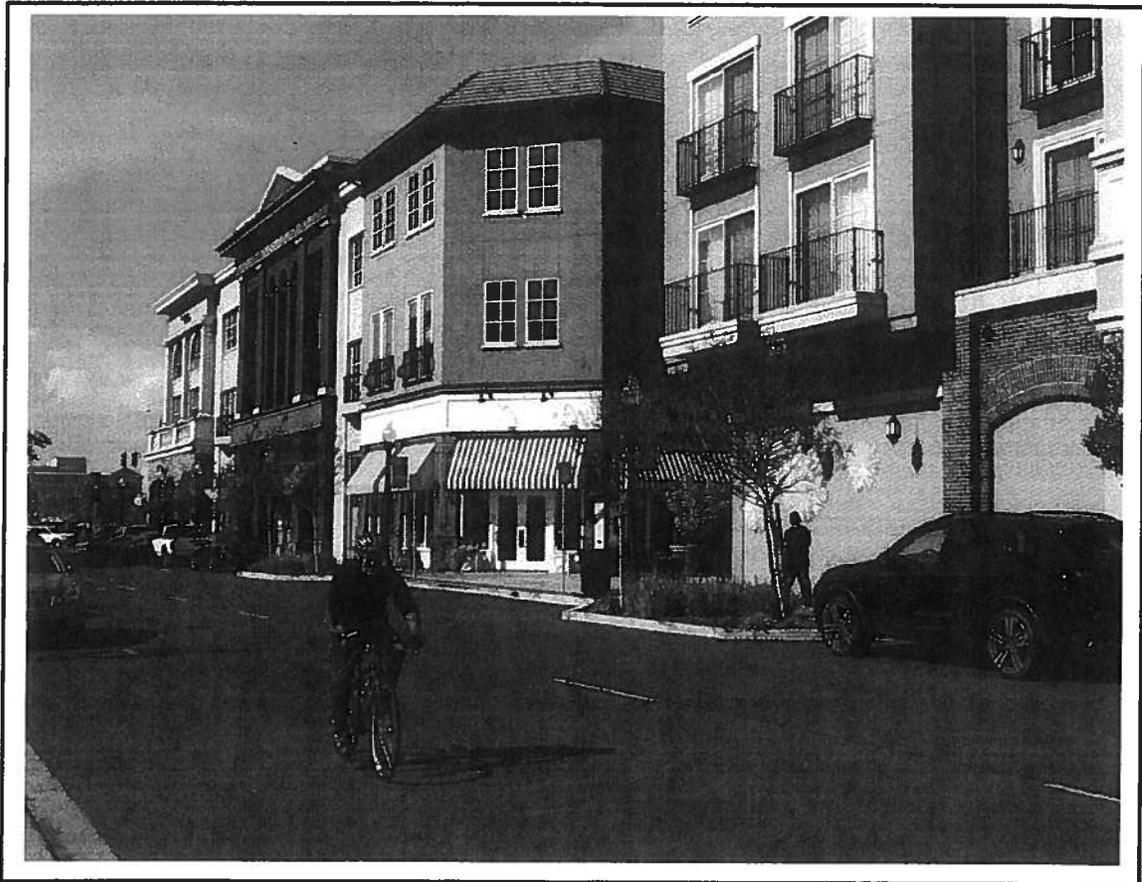
Public transit is a significant part of Napa's future plans for success. The NCTPA operates Napa's fixed route transit service (VINE) which serves greater Napa County and destinations in Solano, Sonoma, and Contra Costa Counties. Napa's transit hub was recently re-located from Downtown Napa, to the new intermodal Soscol Gateway Transit Center located one block east of Downtown Napa on the corner of Fourth and Burnell Streets. The new Transit Center is centrally located one block east of Downtown Napa, one block south of the Oxbow Public Market, and immediately adjacent to the Napa County Expo and Soscol Gateway area and provides bus transit services of between 15 minute and 30 minute headways during peak period in downtown Napa with access to interregional commuter services,

including Amtrak (Capital Corridor), BART, and Ferry Services, as well as close proximity to locations that could be developed to provide future ferry service and light rail.¹⁸

Physical Landscape:

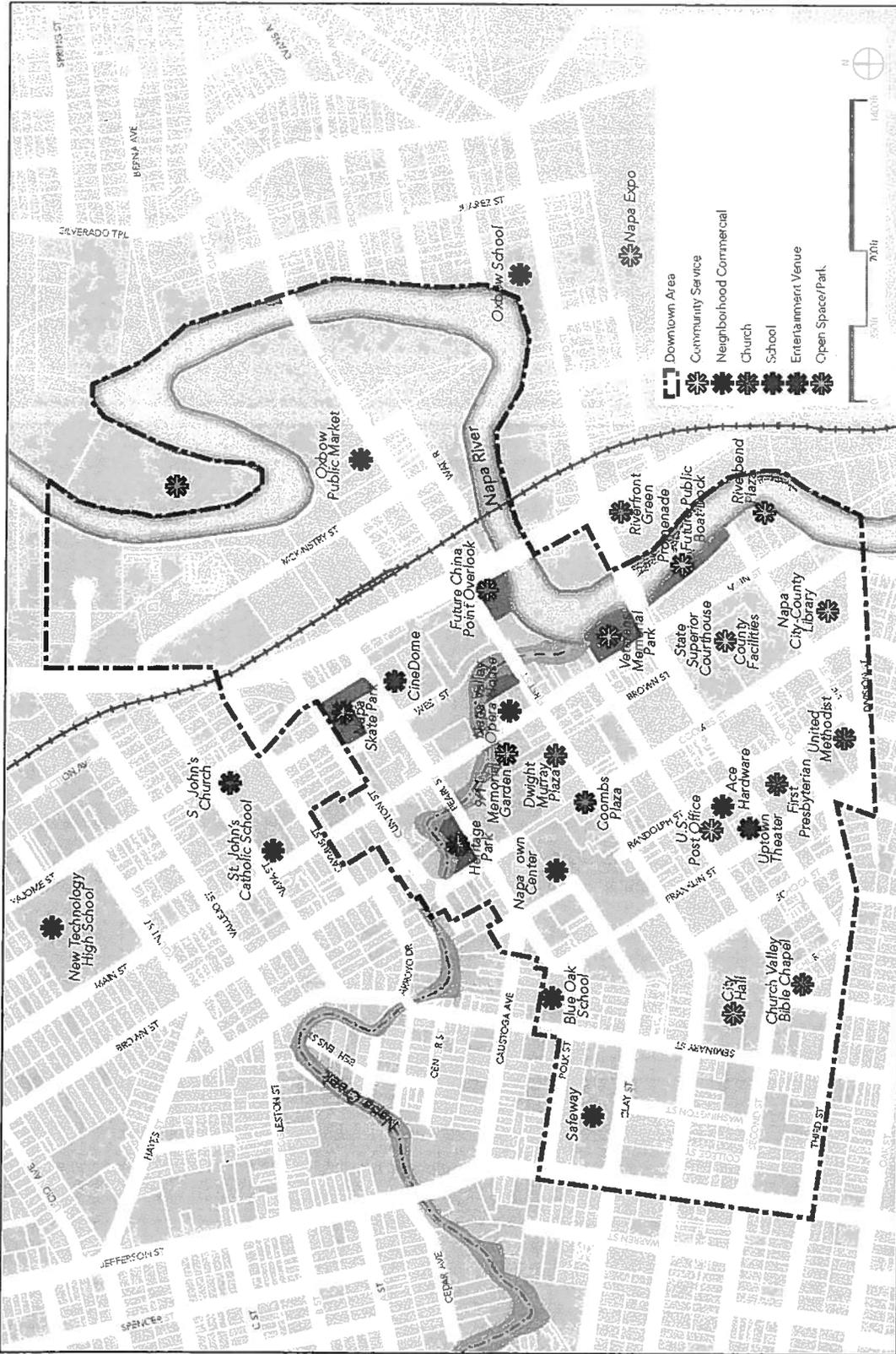
The physical landscape of the Napa PDA has a wide array of uses. The Soscol Gateway has recently gone through major development including the construction of the new movie theater on the South Gasser site, the homeless shelter, and a 24-unit transitional housing complex. The Downtown Expo is also within the Napa PDA boundary. In Downtown Napa there is a mix of old and new development, park and recreational space, and natural features such as the Napa River and Creek. Downtown is home to many social and governmental services such as the County and City offices, the Napa Library, and other social service facilities such as COPE, the Family Services of Napa Valley, the Hope Center, ALDEA, and The Table. The County of Napa is also developing plans to relocate the jail and social services facilities to a location just south of the City of Napa. This will open up areas of the downtown for other redevelopment opportunities. There are also schools in Downtown Napa including St. John the Baptist Catholic School and Blue Oak Elementary. There is limited housing in Downtown Napa.

Downtown Napa Riverfront Mixed-Use Development:



¹⁸ City of Napa PDA Application Narrative

Figure 3.4 Community Resources in Downtown Napa¹⁹



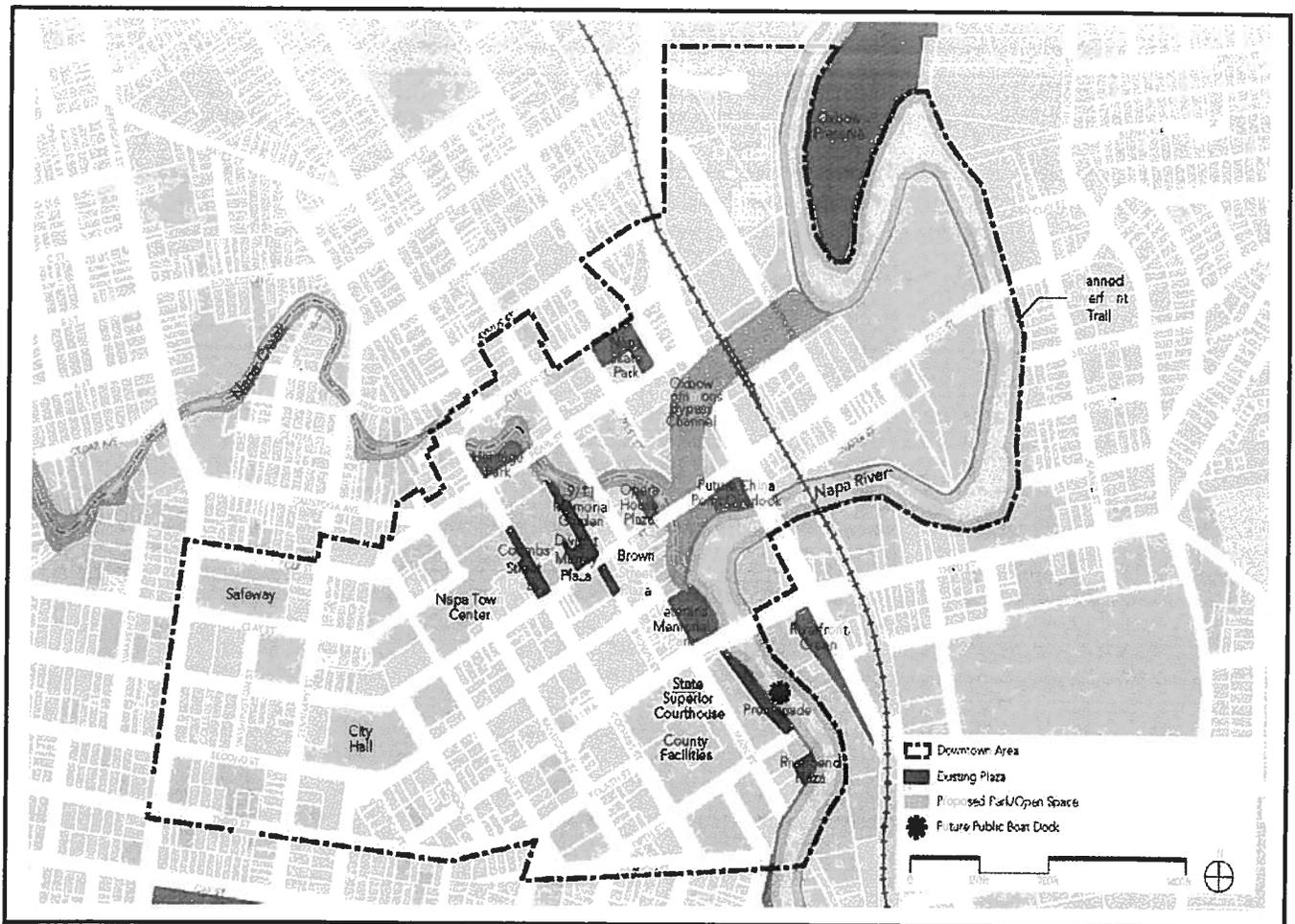
¹⁹ Source: Downtown Specific Plan Figure 2.3 Community Amenities

The Downtown Specific Plan categorizes the following area types within Downtown Napa:

- Downtown Commercial Subarea – includes community amenities, neighborhood servicing retail, churches, schools, hair and nail salons, and entertainment venues
- Residential/Office Subarea – includes historic residential structures converted to offices, contains mixed residential and offices
- Tourist Commercial Subarea – includes Oxbow area, hotels, restaurants, and wine tasting rooms and retail shops
- Public/Quasi Public Subarea – includes County offices and courthouse, the County jail, City of Napa Administration offices and Fire and Polices stations

Downtown also has numerous public spaces such as plazas and parks.

FIGURE 3.5 Parks and Open Space in Downtown²⁰



²⁰ Source: Napa Downtown Specific Plan Figure 2.7 Parks and Open Space

Housing

Currently, there are approximately 125 units in downtown. Housing consists primarily of single family homes, with some apartments and duplexes. The Napa Riverfront is the largest mixed use development containing 50 condominiums located above retail and restaurant space.²¹ The Soscol Corridor has more land to accommodate future housing. Current housing consists of 173 units of low density residential units intermixed with commercial. The City of Napa General Plan increased land density to 10-40 du/ac for mixed-use development along the Soscol Corridor. This will provide the opportunity for future mixed-use development along the Soscol Corridor to be residential and commercial. The City's Copia Reuse Plan, currently underway, proposes 180 new housing units in the Downtown.

Increased land densities will provide the opportunity for future mixed use development along the Soscol Gateway Corridor.

Market Conditions

The 20 year projection for Downtown Napa market conditions is roughly 60,000 square feet of new retail space, which can include up to 49,543 square feet of mixed use space, between 375,000 and 400,000 square feet of new office space, of which 31,431 square feet can be converted to mixed-use space, and approximately 253,000 square feet of hotel space.²² The 87,000 square feet of retail space is projected to be smaller national and regional retailers intermixed with specialty retail and restaurants and eateries.

Currently retail space is achieving a taxable rate of \$215 per square feet. If demand for retail services increases, and the average rate were to reach \$300 per square foot creating new retail space would be feasible. The actual retail space created in the Downtown area will be determined by residential demand. Improved infrastructure, recreational amenities, and a more vibrant downtown will attract residential tenants and in turn drive the demand for retail space. The future office space of Downtown Napa would employ approximately 1,300 employees. The most prevalent business types would comprise of finance, insurance, and real estate. Professional services, corporate offices, and some institutional space (City and County) would also be part of future office space. The Downtown Specific Plan projects that the new office development would result in increased demand for 800 new financial and professional service employees and about 450 employees in health, education, and recreation services.²³

The Downtown Napa-Soscol Gateway Corridor has numerous hotel and lodging accommodations. The Westin Verasa and River Terrace Inn is already located on Soscol. Other downtown Napa hotels include the restored Napa Mill and the Avia Hotel. Future development includes a proposed 250 room hotel in the COPIA area. This size hotel would create about 200,000 square feet of space. The Downtown Specific Plan forecasts a hotel of this size to be built within the next twenty years.²¹

Transportation: Existing Conditions

Transit - NCTPA operates the fixed route transit service for the City of Napa – The VINE. The entire VINE system was restructured to reduce headways, improve transfer times and locations, greatly improving

²¹ Downtown Napa Specific Plan Existing Conditions Chapter 2.1 Land Use and Urban Design Assets

²² City of Napa Downtown Specific Plan Appendix E – Economic Analysis

²³ City of Napa Downtown Specific Plan Appendix E – Economic Analysis

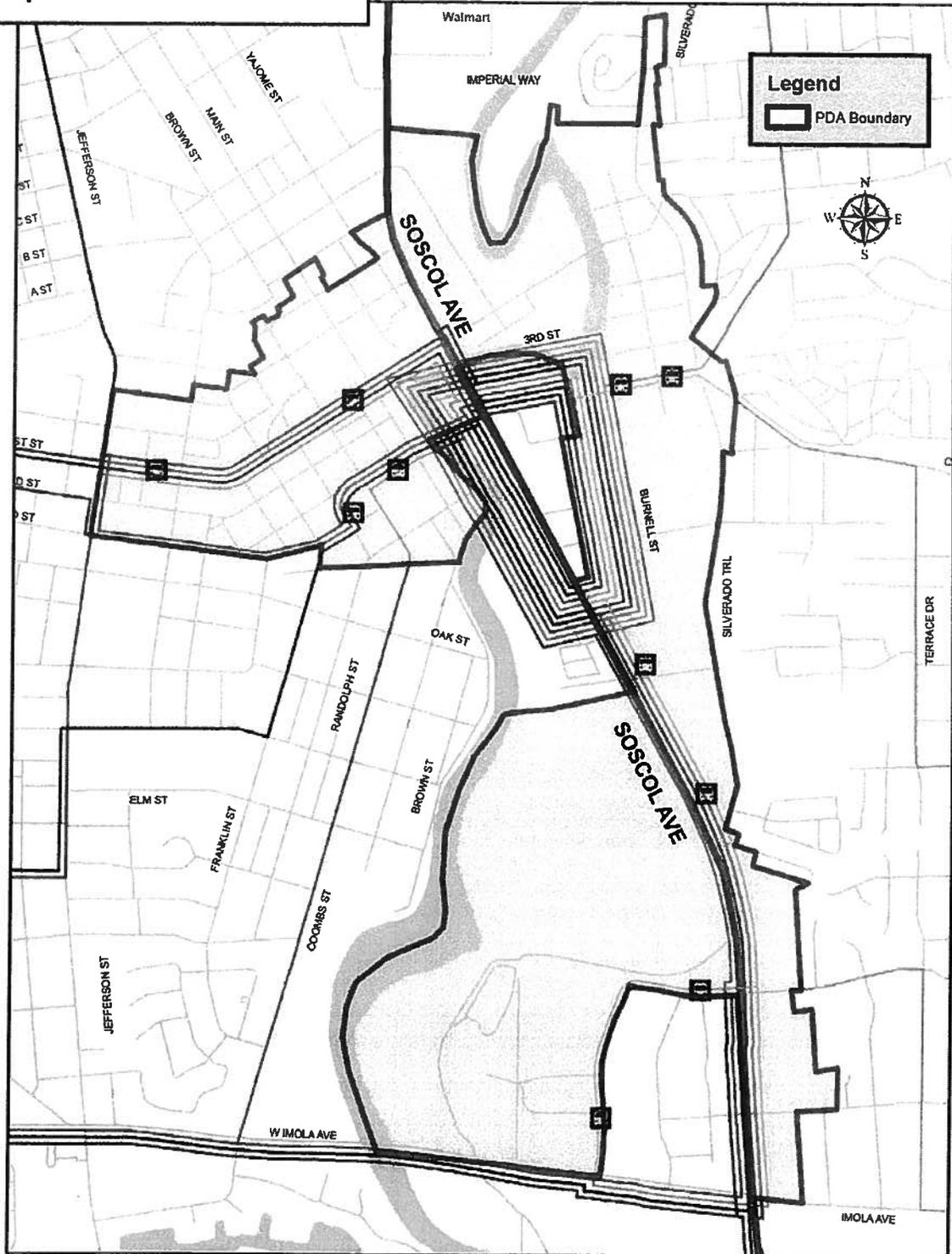
system flexibility. This new restructuring has resulted in 15-20 minute headways in the Downtown Napa Soscol Gateway PDA. The VINE also provides commuter services to the Vallejo Ferry terminal and El Cerrito Del Norte BART station.

Soscol Gateway Transit Center:



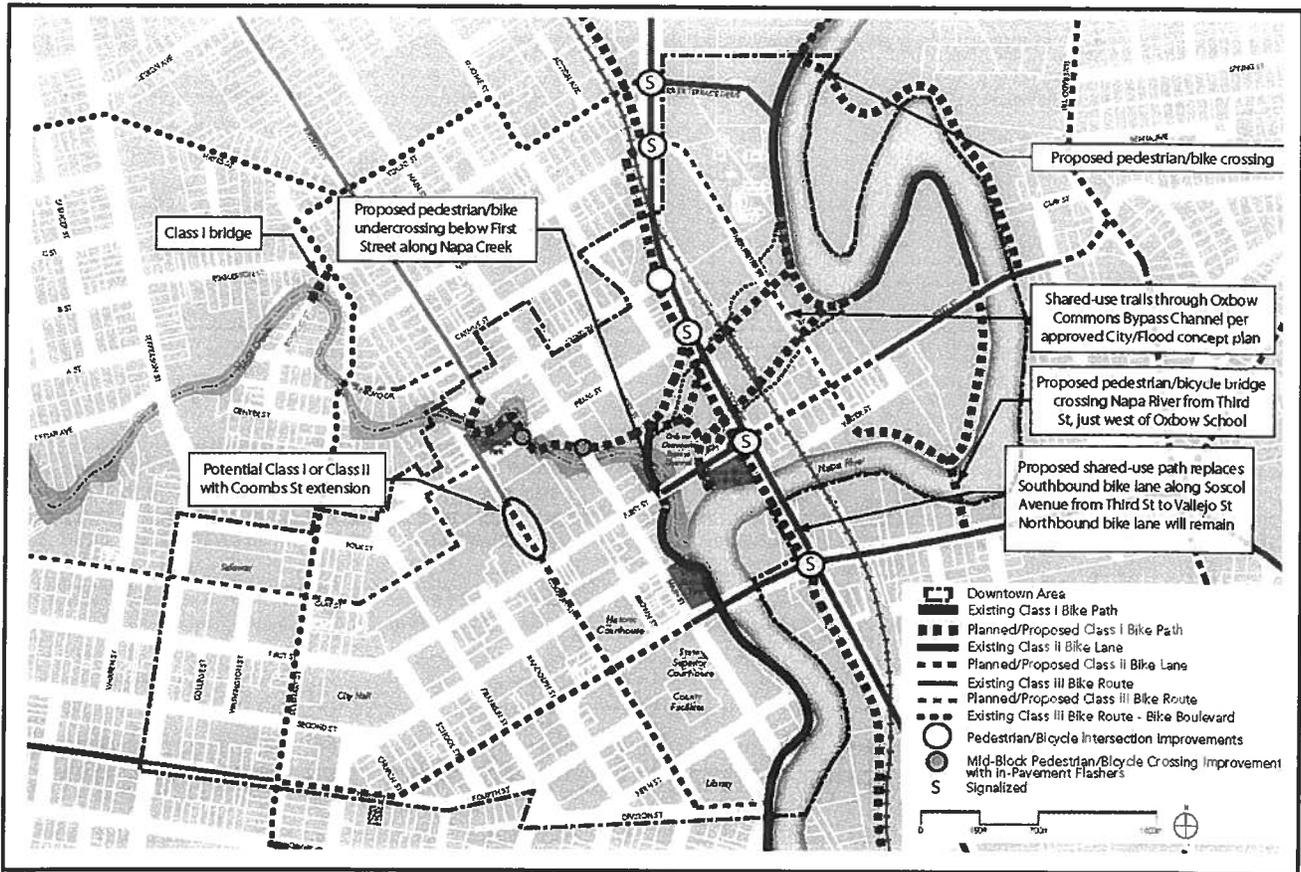
FIGURE 3.6 Transit Map of Napa PDA

Napa PDA and Bus Routes



Bicycle and Pedestrian – Downtown Napa offers many pedestrian-friendly features including continuous network of sidewalks on both sides of the street, crosswalks, pedestrian signals at intersections, short crossings at most intersections, pedestrian friendly streetscapes, and sidewalk curb extensions. The Soscol Corridor provides less pedestrian friendly sidewalks and holds higher traffic volumes at higher speeds than Downtown. There are also fewer pedestrian-friendly features on the Soscol Corridor. There is a discontinuous class II bike lane on parts of Soscol Avenue, the main thoroughfare of the Soscol Corridor. The City of Napa has a bicycle network made up of various Class 1, II, and III bike lanes and bicycle boulevards. Some of these bicycle lanes cut through Downtown and go along the Soscol Corridor. In addition, the Napa River Trail and the Class I Napa Vine Trail connect to the Downtown and Soscol Gateway Corridor. Barriers to bicycle and pedestrian travel include the natural environment like the Napa River and high traffic volumes and speeds on main arterials such as Third Street and Soscol Avenue. There are two crossings for the river at First Street and Third Street both accommodate pedestrian and bicycle infrastructure.²⁴

FIGURE 3.7 Downtown Bike and Pedestrian Network²⁵



²⁴ City of Napa Downtown Specific Plan Section 6.6 Pedestrian and Bicycle Circulation

²⁵ Source: City of Napa Downtown Specific Plan Figure 6.6

Roadway System - The Downtown Napa Soscol Gateway PDA is bordered by State Highway 29 to the west and State Highway 221 (which becomes 121 when it turns into Soscol) on the east. Silverado Trail (SR 121) is also a main road that runs north-south parallel to Soscol up to Monticello road. The major arterials that feed the PDA include First Street which connects to SR 29 and feeds the downtown area. It is a two-way east-west serving arterial until to California Boulevard and then becomes one-way for westbound traffic between Main and California. Second Street is also a one-way two lane arterial headed eastbound from California to Main Street. Third Street is a two-way east-west arterial that runs parallel to First and Second and connects the downtown to Soscol Avenue. Soscol Avenue is a four lane two-way arterial that runs from Imola Avenue in the South to Trancas Street in the north. Collectors in the PDA include – Main, Coombs, Seminary, and Pearl Streets. The primary access to the PDA from SR 29 is Jefferson Street, Soscol Street, First and Second Streets.²⁶

Future Improvements

Transit Improvements – Future transit improvements potentially include a Bus Rapid Transit system, Light Rail Service, and downtown trolley service.

Napa’s Strategies to Support Transit Development:

- Emphasize the importance of streetscape improvements and pedestrian connectivity as essential strategies for increasing transit ridership.
- Work with NCTPA to identify sources of funding for bus stop upgrades and improvement of amenities.
- Coordinate with NCTPA as it explores a strategy of Bus Rapid Transit service. The downtown area would be a primary destination for Bus Rapid Transit and would require additional infrastructure in terms of stations, potential exclusive rights-of-way, and/or operational modifications.
- Accommodate for buses in the design of streets – understanding that buses need more generous curb radii
- Coordinate with NCTPA as it evaluates the potential for commuter or light rail service and identify downtown Napa as a viable regional transportation hub, central destination and distribution center for tourism.²⁷

Pedestrian Improvements – Downtown Napa streets serve a higher volume of pedestrians than other streets in Napa. In the Downtown Specific Plan, the City of Napa has indentified the need to enhance the downtown streets with additional pedestrian friendly amenities such as wider sidewalks spanning at least 10 feet that accommodate pedestrians as well as sidewalk landscaping. Other enhancements in the Downtown include: public art, sidewalk café space, bulbouts, lighting, wayfinding signage, and street furniture.²⁸ Improved pedestrian crossings on Silverado Trail and Soscol Avenue are identified in the Soscol Gateway Study. The Soscol Gateway study identifies two pedestrian bridges that would greatly increase pedestrian circulation along the Soscol Corridor including one over the Napa River extending from Third Street to the Oxbow and COPIA area. This bridge would be in close proximity to the Soscol Gateway Transit Center. The other pedestrian bridge crosses over the railroad tracks spanning from Oil Co. Road to the Napa River Trail.

²⁶ City of Napa Downtown Specific Plan Section 6.2 Existing Roadway System

²⁷ City of Napa Downtown Specific Plan Section 6.5 Public Transit System

²⁸ City of Napa Downtown Specific Plan Section 6.6 Pedestrian and Bicycle Circulation

Bicycle Improvements – The City plans on creating a well connected network of Class I, II, and III bicycle facilities throughout the Downtown Napa and Soscol Gateway PDA. The network will facilitate an east-west and north-south circulation pattern. The Downtown/Soscol bicycle system will also connect to the trails and pedestrian paths along the Napa River and the Oxbow Commons Bypass Channel. Other future bicycle improvements include: Downtown bike-sharing program, reconstructing street frontages to accommodate pedestrians and bicyclists, require downtown developers to contribute to streetscape improvements and the Class I multi-use trail system along the Downtown Napa waterways, and share lane markings.²⁹

Parking and Travel Demand Management- To accommodate future housing and job growth in downtown Napa, the City has outlined a series of parking strategies. Included in these strategies is variable parking pricing, expansion of the parking exemption zone, shared parking for businesses, and implementation of a residential parking permit program. In addition, capital parking improvements identified by the City is an additional 300-400 parking space structure on the west side of Soscol Avenue, and 75-100 additional spaces in the Oxbow District. The Downtown Specific Plan also made a recommendation to adopt revised parking requirements to support the vision of a higher-density, mixed use downtown Napa, where visitors are encouraged to park once and visit several destinations. This recommendation was amended into the general plan. This revision reduced parking ratios by approximately twenty five percent for 2 and 3 plus bedroom units, lowered ratios for office and commercial parking ratios are 20 percent, and remain the same for lodging units at 1 space per sleeping room and 1 space per every 2 employees.³⁰

Table 3.2 Revised Downtown Automobile Parking Standards³¹

Residential Uses		
Single family attached, residential and condominiums and apartments of two or more attached	Per Unit Parking Requirements	
	Studio	1.0
	1 bedroom	1.0
	2 bedrooms	1.2
	3 bedrooms	1.3
Guest parking for the above uses	Not required unless within 200 feet of a residential district, in which case guest parking shall be provided at 1 space per 5 units; or 1 space per 3 units if units take access from arterials or collectors where on street parking is prohibited.	
Commercial and Office Uses		
All uses except hotels and motels, bed and breakfasts which shall use the Citywide standard	3.2 spaces per 1,000 sq. ft. ground floor 2.4 spaces per 1,000 sq. ft. other floors	
Bed and Breakfast Inns	No reduction in ratios. See bed and breakfast standards.	

²⁹ City of Napa Downtown Specific Plan Section 6.6 Pedestrian and Bicycle Circulation

³⁰ City of Napa Downtown Specific Plan Section 6.7 Parking Supply and Demand / Parking Management Plan

³¹ Source: Table 6.2 in the City of Napa's Downtown Specific Plan Section 6.7 Parking Supply and Demand / Parking Management Plan

Hotels and Motels	1 space per sleeping room plus 1 space for manager plus 1 space for every 2 employees (full or part time) plus, if a hotel has a convention, banquet, restaurant or meeting facilities, parking shall be provided in addition to the hotel requirement, as determined by Planning Commission, based on parking study provided by applicant and acceptable to the City.
Public/Quasi public facilities	Standards are typically established through parking studies of the specific use.

Roadway Improvements - The City has identified a series of roadway improvements in the Downtown Specific Plan. These improvements include the following:

Table 3.3 Capital Roadway Improvements³²

1	California and First and Second Street Roundabouts
2	Implement minor widening of Soscol Avenue between Silverado Trail and Lincoln Avenue to provide four through lanes with a center median and landscaping
3	Widen the southbound approach of the intersection of Silverado Trail at Soscol Avenue to provide one through lane and two left turn lanes
4	Extend Saratoga Drive west to intersect with Silverado Trail (under construction)
5	Complete the missing segment of Terrace Avenue over Cayetano Creek
6	Extend Gasser Drive to Soscol Avenue at a new intersection north of the intersection of Soscol Avenue/Silverado Trail
7	Widen Silverado Trail to provide left turn lane improvements between Soscol Avenue and Third Street
8	Improve the five-legged intersection of Third Street/East Avenue/Coombsville Road/Silverado Trail to improve safety, increase vehicular capacity, and improve level of service.
9	Implement Class II bike lanes on Silverado Trail and Soscol Avenue between Silverado Trail and Third Street

Numbers are for reference only and do not represent a priority order.

The City of Napa also has plans to change the existing one-way First, Second, Third and Fourth Streets to two-way between Main Street and Jefferson. First and Second west of Jefferson to California will remain one-way in each direction. The “concept” is currently being studied to determine if the directions should be reversed. The City plans to install roundabouts at the intersections of First and California and Second and California to improve level of service at these two intersections. The one-way portion of Third Street and Fourth Street in the downtown core is also proposed for two-way in the Downtown Specific Plan. Advantages of converting Napa's one-way streets back to two-way include:

- Provides direct routes to Downtown destinations
- Improves emergency vehicle access to and from Downtown
- Reduces traffic speeds through the Downtown commercial district due to fewer lanes in each direction

³² City of Napa Downtown Specific Plan Appendix C Transportation Analysis

- Slows speeds to improve pedestrian safety
- Increases exposure of adjacent businesses to passing motorists
- Increases access to adjacent properties served by driveways
- Improves wayfinding for bicycle routes
- Improves transfers between bus routes for transit riders; and
- Increases rider recognition and visibility of routes for the Napa VINE system.³³

NCTPA's support of PDA Development in Napa:

- Support the City's efforts to create a "park once and walk' Downtown atmosphere
- Look for opportunities to implement alternative modes of transportation in the Downtown and Soscol Corridor such as light rail, bus rapid transit, and trolley service
- NCTPA understands the need for infrastructure and streetscape improvements along the Soscol Corridor to support future housing growth. NCTPA will support the City in exploring funding options for the transportation improvements, in particular the pedestrian trails identified in the Soscol Gateway Potential Infrastructure Funding Needs.
- Encourage and support Napa to expand their non-automotive transportation network within the PDA (non-automotive includes transit, pedestrian, and bicycle projects).
- Refine the list of transportation capital improvement projects for the jurisdictions including projects within or within proximate access to the PDAs and identify revenues and financing mechanism to fund them
- Create a strategic transportation plan that prioritizes projects within the county. Some of the prioritizing will be toward the benefit of improving PDAs.
- Support Transportation Demand Management (TDM) efforts within the PDA, such as parking pricing strategies
- Assist with the RHNA process and tracking a jurisdiction's ability to meet their RHNA allocations

3.2 City of American Canyon

The City of American Canyon is located at the southern end of Napa County between the Napa River and the Sulphur Spring Mountain Range. The City has a 2010 population of 19,454 residents. American

American Canyon experienced a 99% population growth from 2000 to 2010 - far surpassing any other jurisdiction in Napa County

Canyon has experienced the greatest percentage increase in population of any jurisdiction in Napa County in the last twenty years, including a 99 percent growth in population from 2000 to 2010. The City's median household income is \$68,512 and the median age is 36.8 years. As of 2010, the median home value was \$281,328 dollars.³⁴

The City of American Canyon is an entry point for most visitors to the Napa Valley. American Canyon, bordered by Highway 37 to the south, Highway 12 to the north serves as a throughway to reach Napa Valley for visitors coming on Highway 80. An obstacle to establishing a vibrant Priority Development Area in American Canyon is high posted speed limits and lack of complete street features along Highway 29, which currently serves as an east-west divide

through the heart of the City.

³³ City of Napa Downtown Specific Plan Section 6.3 Roadway System Improvements

³⁴ City of American Canyon Community Profile 2011

The City encompasses a variety of suburban density tract residential neighborhoods, several mobile home parks, three apartment projects, several recent commercial shopping centers and some vacant and underutilized properties along Highway 29, a large industrial park on the north side of the City, and open space.³⁵

Hwy 29 Corridor

Built in the 1970's Highway 29 is a four-lane, center divided regional highway. Highway 29 runs through the center of American Canyon. The Highway corridor is often the first and last impression made on visitors as they make their way through the City. Development along the corridor varies from the northern end of American Canyon where commercial, industrial and some rural residential is located, to the heart of the City which contains a shopping center and high density residential, to the southern end where low density residential is located. The majority of the traffic on Highway 29, through American Canyon, is single occupancy vehicle pass through traffic, meaning the vehicles are not arriving or departing in American Canyon. Highway 29 has an Annual Daily Traffic Volume (ADT) of approximately 40,000 vehicles. With its high volume and speed, and little pedestrian and bicycle infrastructure, Highway 29 is very vehicle centered and therefore presents a challenge for encouraging a complete community within the Highway 29 Corridor PDA.

Highway 29 Corridor Vision

In 2008 the City of American Canyon City Council adopted a vision for Highway 29.

Highway 29 Corridor Vision:

- Highway 29 is a thriving retail, service and residential hub for the community with new open space and gathering places and well-integrated circulation for pedestrians, bicyclists and vehicles.
- Highway 29 will provide opportunity for new and unique businesses and catalyst projects.
- Highway 29 will continue to function as the primary north/south automobile route for residents and commuters while also providing well integrated travel lanes and pathways for pedestrians and cyclists.
- Improvements will be made along the corridor to enhance pedestrian and cycling opportunities and safety along the busy corridor. East-west vehicle, pedestrian, and bicycle connectivity will be improved to breach the divide and provide greater safety for shopping and west-side student access to the new High School on the east side of town.
- Traffic calming measures replace the "stop and go" experience on Highway 29 with a slower, and even travel speed through intersection improvements, highway beautification, and fewer individual curb cut access ways.
- Mixed use and higher density residential projects along the corridor will boost transit ridership to BART stations in the East Bay, the Vallejo Ferry to San Francisco, and to local wine industry jobs in American Canyon, the Napa Airport Industrial Park, and North County.³⁶

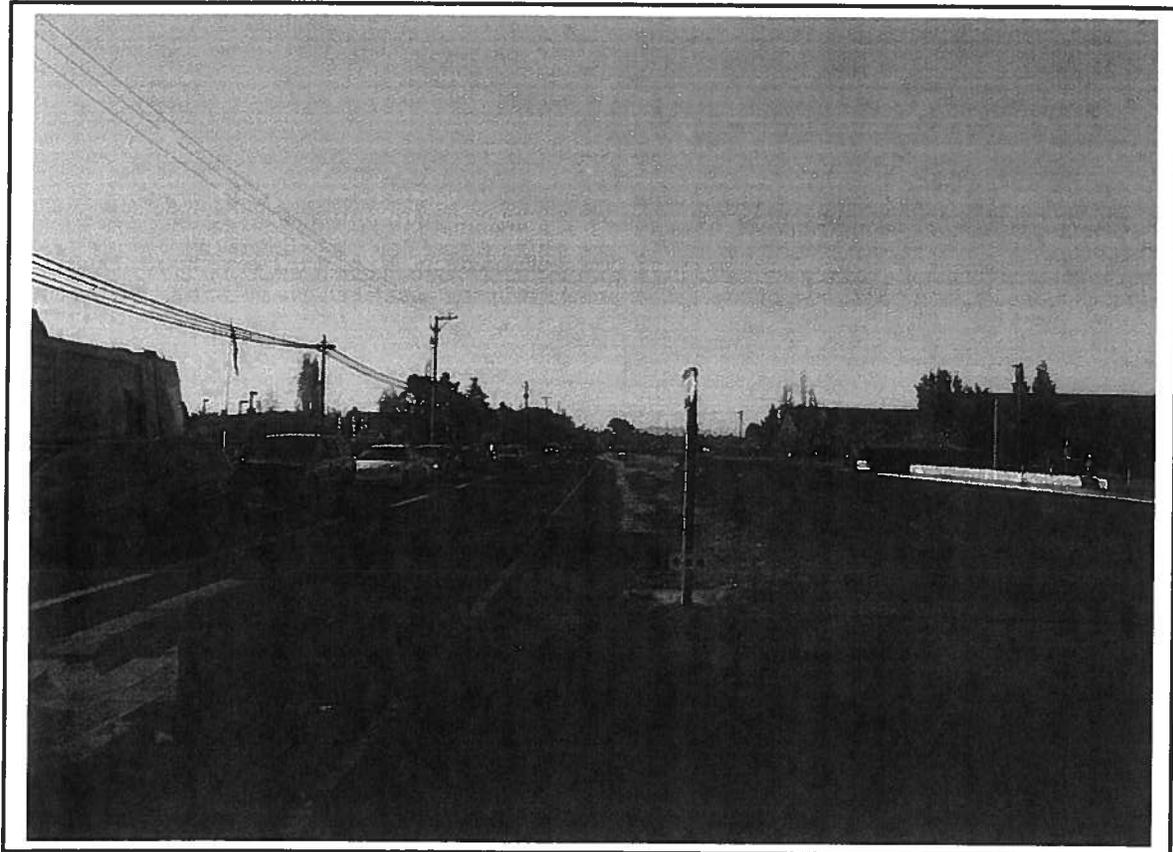
³⁵ City of American Canyon General Plan Housing Land Use Element

³⁶ City of American Canyon PDA Application

Table 3. 4 American Canyon PDA

American Canyon – Hwy 29 Mixed Use Corridor PDA		
Area Name and Location	Highway 29 Corridor	
Area Size	225 Acres	
Public Transit Serving the Area	The VINE and American Canyon Transit	
Place Type	Mixed Use Corridor	
	Current Conditions (2008)	Future Goal (2035)
Total Housing Units	272	652
Total Jobs	593	1,993
Net Project Density (New Housing)	35 du/acre	TBD
Minimum/Maximum FARs (New Employment Development)	1.5 FAR	TBD

American Canyon Highway 29 Corridor:



Physical Landscape

The American Canyon PDA's geographic boundaries are generally Green Island Road on the north, James Road on the west, the railroad tracks on the east, and the City of Vallejo on the south. The northern end of the PDA near Napa Junction Road contains Napa Junction Elementary School, City of American Canyon Administration offices and City Hall, and the Napa Junction shopping center. The shopping center consists of one major anchor retailer – Walmart, and other retail stores and restaurants, as well as high density residential. Below the Napa Junction center on the east side of the Highway 29 is Adobe Lumber, and on the west of Highway 29 are the Broadway Market and a Garden Statuary store. Further south along Highway 29 is interspersed office and commercial space, lodging, religious institutions, restaurants, retail, and low density residential. The west side of the PDA also contains the City Library, the American Canyon Fire Protection District, and the Chamber of Commerce.

Housing

There are currently 272 apartment housing units within the PDA. On the west side of the Highway 29 the majority of housing is low density single family residential units. On the east side of the PDA there are high density residential units at The Lodge at Napa Junction.³⁷

Mixed use and higher density residential projects along the corridor will boost transit ridership to BART stations in the East Bay, the Vallejo Ferry to San Francisco, and to local wine industry jobs in American Canyon, the Napa Airport Industrial Park, and North County.

Market Conditions

The top five employers in American Canyon are Walmart- 426 employees, Amcam Beverages - 155 employees, G.L. Mezzetta – 150 employees, Kona Coast Food Productions – 150 employees, and American Canyon High School – 100 employees.³⁸ In December of 2010 the City annexed approximately 300 acres east of Highway 29 east of the Napa Junction Retail Center for a future Town Center which will consist of up to 1600 single and multi-family residential units and a mix of urban uses such as retail and tourism/entertainment uses. This development could bring significant economic growth to the city and establish a new distinct neighborhood.

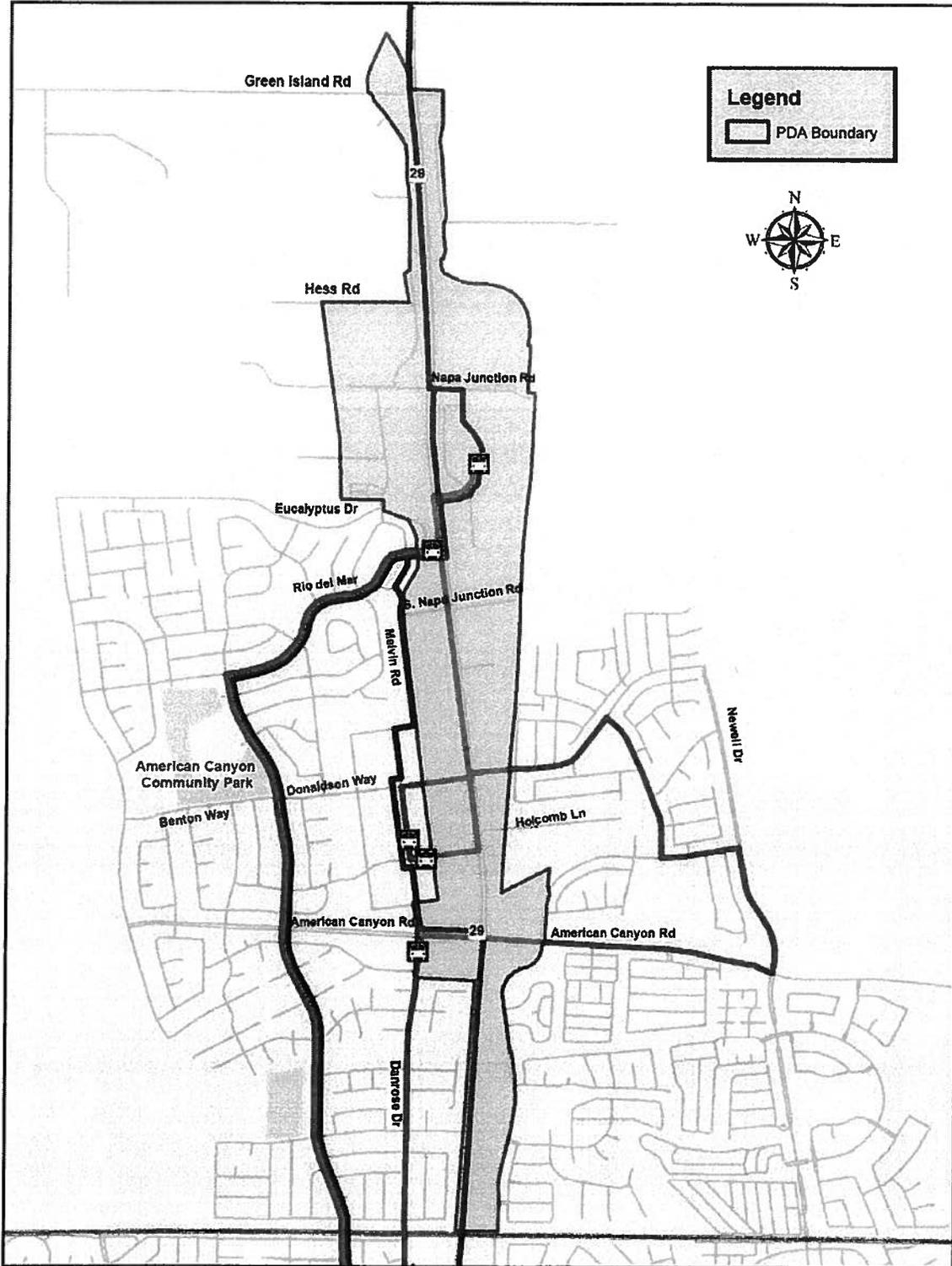
Transportation: Existing Conditions

Transit – American Canyon is served by VINE Routes 11 and 29 and American Canyon Transit. American Canyon Transit is a deviated fixed route bus service that provides service along Highway 29, Rio Del Mar, Donaldson Way, Elliot Drive, and American Road. The VINE Route 11 is a fixed route service that runs along Highway 29, Napa Junction Road, Rio Del Mar, and Donaldson Way. Route 11 provides a regional service for residents wanting to travel north to Napa or south to the Vallejo Ferry Terminal. Route 29, which is the commuter express route, operates along Highway 29, as well as Melvin and James Road taking residents as far north as the City of Calistoga and as far south as the El Cerrito Del Norte BART Station.

³⁷ City of American Canyon Housing Element B-30

³⁸ City of American Canyon Community Profile 2011

FIGURE 3.9 American Canyon PDA Map Existing Transit Circulation



Bicycle and Pedestrian – Highway 29 poses a north-south divide with limited safe access for bicyclist and pedestrians travelling north or south, or crossing the Highway. Because Highway 29 serves as a local main street there is a need to accommodate bicyclist and pedestrians. There are a few spans of safe pedestrian access on Highway 29 in the form of a Class I multipurpose path and discontinuous segments of sidewalk on Donaldson Way, American Canyon Road, Napa Junction Road, Theresa Avenue, and South Napa Junction Road. Currently, there is little pedestrian access on Highway 29. The existing pedestrian crossings are as follows:

- Pedestrian crosswalk at Highway 29 and Napa Junction Road
- Class I multipurpose path along Highway 29 from Napa Junction Road to Eucalyptus Drive
- Crosswalk at Rio Del Mar and Highway 29
- Crosswalk at Donaldson Way and Highway 29
- Crosswalk at American Canyon Road and Highway 29

Although there is an existing bicycle network consisting of Class I, II, and III bike lanes in American Canyon, much of it is located outside of the Highway 29 PDA. Existing bike routes inside the PDA include a include a Class I multipurpose path on the east side of Highway 29 in front of the Napa Junction Center that parallels Highway 29 from Napa Junction Road to Eucalyptus Drive.

American Canyon Highway 29 Corridor:

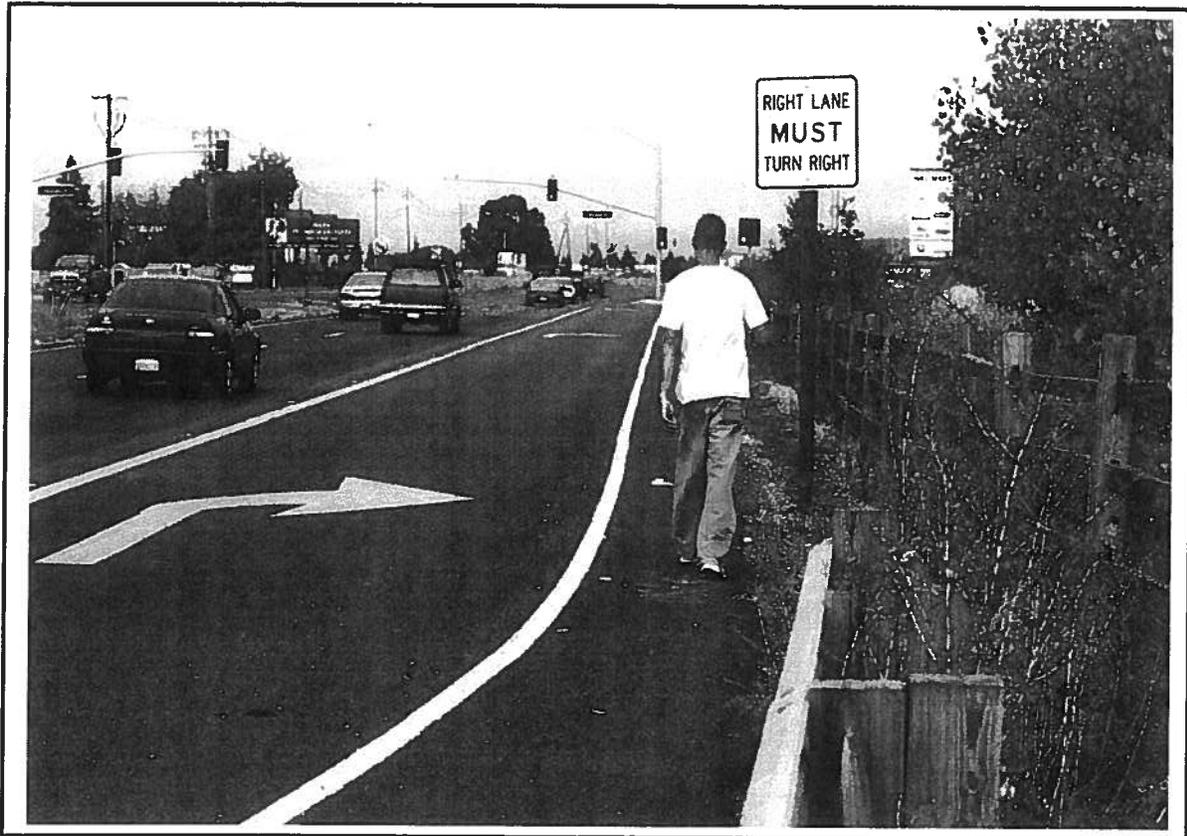


Photo Courtesy: Napa Valley Register

Roadway System – The Major Highways surrounding the PDA include, Interstate 80 to the south, Highway 37 to the south, Highway 12 to the north, and Highway 29. The major arterials that feed Highway 29 through the American Canyon PDA are American Canyon Road and Flosden Road. American Canyon Road runs east-west bisecting the PDA at the southernmost tip. Flosden Road does not connect to Highway 29 but it is a major north-south arterial that feeds vehicles from Highway 37 to American Canyon Road. Collectors that serve the PDA include – James Road, Eucalyptus Drive, Donaldson Way, Elliot Drive, Theresa Avenue, Green Island Road, Napa Junction Road, South Napa Junction Road, Poco Way, Rio Del Mar, Paoli Loop, Lombard Road, Kimberly Road, Crawford Way, Melvin Road, Silver Oak Drive, and Broadway.

Future Improvements

Transit Improvements – Transit Improvements include the continuation of the Citywide Trip Reduction Ordinance, a potential multi-modal transit center within the City limits, better transit connections to regional transit modes such as BART and the Vallejo Ferry. The City will also consider, the possibility of light rail, and will establish a marketing and educational program to promote transit, bicycling and other alternative modes of transportation.³⁹

Table 3.5 Future Transit Improvements⁴⁰

1	Improved BRT
2	Investigate rail transit feasibility
3	Bus turnouts and Transit Center

American Canyon’s Policies to support Transit Development:

- Encourage developers to work with agencies providing transit service with the objective of maximizing the potential for transit use.
- Promote the development of a multi-modal transit center within the designated Community Center, Town Center, or other locations that facilitate transit use by the City’s residents and is compatible with surrounding land uses.
- Consult and coordinate with the various transit agencies in order to bring about improved transit service to the City of American Canyon.
- Provide transit linkages between the Community Center or Town Center and regionally-related transit such as BART, commuter railway and the Vallejo ferry.

Bicycle and Pedestrian Improvements – The City of American Canyon’s goal is to provide a citywide system of safe, efficient and attractive bicycle and pedestrian routes for commuter, school and recreational use. The City has identified future bicycle and pedestrian routes as part of the Countywide Bike Plan which includes future class I, II, and III facilities within the PDA.⁴¹

³⁹ City of American Canyon Circulation Element – Transit Policies

⁴⁰ City of American Canyon PDA Application

⁴¹ City of American Canyon Circulation Element – Bicycle, Pedestrian and Equestrian Facilities

Table 3.6 Future Bicycle and Pedestrian Improvements⁴²

1	Construct new and replacement sidewalks on Highway 29
2	Separated bicycle paths along Highway 29 and across Highway 29
3	Pedestrian overcrossings for Highway 29
4	Bicycle/Pedestrian Bridge parallel to Highway 29 over railroad

Policies to support Bicycle and Pedestrian travel:

- Maintain existing pedestrian facilities and require new development to provide pedestrian walkways between developments, schools and public facilities.
- Design and construct safe bicycle and pedestrian crossings of SR-29 at key locations that provide safe crossings for children and seniors.
- Provide pedestrian and bicycle linkages between all residential areas and employment centers within the City.
- Promote the transition of abandoned rail rights-of-way to trails.
- Require that sufficient and secure bicycle parking be provided in all parking areas.

⁴² City of American Canyon PDA Application

Parking and Travel Demand Management – To curb future single occupancy vehicle trips, American Canyon will continue the Citywide Trip Reduction Ordinance. The City’s goal is to limit congestion on Highway 29, local arterials and collectors around the city.⁴⁴

Table 3.7 Future Travel Demand Management⁴⁵

1	Traffic Calming through adjacent neighborhoods
2	Construct park and ride lot

Policies to support improvement in circulation:

- Require nonresidential developments to provide employee feasible incentives for utilizing alternatives to the conventional single occupant automobile (i.e. carpools, vanpools, buses, bicycles, walking, telecommuting, etc.).
- Support national, state and regional legislation directed at encouraging the use of carpools and vanpools.
- Promote ridesharing through publicity and provision of information to the public.
- Encourage the preservation and development of freight and passenger/commuter rail.
- Encourage the development of a telecommunications center within the City to reduce vehicle miles traveled.
- Utilize synchronized traffic signals, where appropriate, to improve traffic flow efficiency.

American Canyon’s goal is to limit congestion on Highway 29, local arterials and collectors.

Roadway Improvements – Capital improvements in the PDA include the reconstruction of Highway 29, street medians and tree line streetscapes, landscape parkway improvements, and added street lights. The following roadway improvements have been identified by the City of American Canyon and lie within or in proximate access to the Highway 29 Corridor PDA:

Table 3.8 Capital Roadway Improvements⁴⁶

1	Eucalyptus Road Realignment/ Widening	Realign Eucalyptus Drive from Theresa Road to intersect with Hwy 29; remove signal at Rio Del Mar; construct auxiliary lane southbound on Hwy 29 between Napa Jct Rd. and Rio Del Mar.
2	SR 29 – Napa Jct Rd Intersection Improvements	Improvements to SR 29 and Napa Jct Rd. intersection including SR 29 widening and Napa Jct Rd. widening
3	Theresa Ave. Sidewalk Project	Construct sidewalk on Theresa Ave. to Eucalyptus Drive.
4	Annual Pedestrian Improvement Project	Design for extending sidewalk westerly on Rio Del Mar from SR 29 to Cassayre; sidewalk along SR 29 from Rio Del Mar to Donaldson Way and sidewalk along Donaldson Way from SR 29 to James Road.
5	Newell Drive, Silver Oak Trail to	One additional lane from Silver Oak Trail to Donaldson Way.

⁴⁴ City of American Canyon Circulation Element – Transportation Demand Management

⁴⁵ City of American Canyon PDA Application

⁴⁶ City of American Canyon Capital Improvement Plan

	Donaldson Way	Includes curb, gutter and sidewalk
6	Newell Drive, Donaldson Way to Eucalyptus	Extend Newell Drive from Donaldson Way to Eucalyptus Dr. as a two-lane collector. Obtain right-of-way for a four lane collector.
7	Paoli Loop Upgrade	Upgrade Paoli Loop Road to a two-lane industrial road. Widen shoulders and redesign the southwest loop radius.
8	South Napa Jct, 2 lanes (Hwy 29-Newell)	Widen South Napa Junction Road to a major collector from SR 29 to Newell Drive.
9	Green Island Road, Paoli Loop Rd to Commerce Blvd.	Add 2 lanes from Paoli Loop to Commerce Boulevard.
10	Traffic Enhancements	Pedestrian bridge, grade separated railroad crossings, landscaping, etc, primarily along SR 29
11	Eucalyptus Road West of Theresa Ave.	Improve Eucalyptus Drive from Wetlands Edge Road to SR 29 as a two-lane collector.
12	Commerce Blvd. Extension	Extend Commerce Way from the end of the existing cul-de-sac to Eucalyptus Drive as a two-lane collector. Paving, curb, gutter and sidewalk.

Numbers are for reference only and do not represent a priority order

American Canyon Policies to guide Roadway Improvements:

- Establish a street system hierarchy within the City of American Canyon that is defined, yet flexible enough to address the unique circumstances that may arise.
- Reserve rights-of-way for future roadways, extensions or widening.
- Prioritize existing and future facility needs in order to properly allocate limited funds to areas of highest need.
- Pursue the timely extension of Flosden Road (and consider the phasing of east/west connectors to Highway 29), including the realignment of its intersection with American Canyon Road, and the development of other necessary primary north-south roadways such as the Western Parallel along the wetlands edge.
- Review the need for extending east-west roadways across SR-29 to the east side of the City.
- Improve the connection between Green Island Road and SR-29.
- Consider alternative circulation concepts that provide street or driveway connectivity between parcels fronting on SR-29 to consolidate driveway access along SR-29 as well as consolidate parking for the businesses along this roadway.
- Consider whether it is appropriate to establish a transportation benefits district for the area along the American Canyon Road Corridor east of SR-29.
- Implement an impact fee system in order to offset the cost of transportation required by new development.
- Create a second access to the Green Island Industrial Park, possibly through the construction of the new Wetlands Edge Road and Devlin Road extension from the north.
- Provide linkages between industrially zoned areas, paying specific attention to connecting the industrial areas north and south of the railroad tracks.⁴⁷

⁴⁷ City of American Canyon Circulation Element Consistency and Compatibility

NCTPA's support of PDA Development in American Canyon:

- NCTPA is currently developing the SR 29 Gateway Study and anticipates that additional roadway, transit, bike and pedestrian improvements along the corridor will be defined by this plan.
- Continue to work with the City to identify resources for more specific plans for the PDA – because the American Canyon PDA is a potential PDA, more detailed planning is needed. NCTPA will work with the City to identify resources to support planning efforts, as well as assist in transportation planning for the PDA.
- NCTPA understands the need for infrastructure and streetscape improvements along the Highway 29 Corridor to support future housing growth. NCTPA will support the City in exploring funding options for the transportation improvements, in particular the pedestrian trails identified in the General Plan Circulation Element.
- Encourage and support American Canyon to expand their non-automotive transportation network within the PDA (non-automotive includes transit, pedestrian, and bicycle projects).
- Support Transportation Demand Management (TDM) efforts within the PDA
- Assist with the RHNA process and tracking a jurisdiction's ability to meet their RHNA allocations
- Refine the list of transportation capital improvement projects for the jurisdictions including projects within the PDAs and identify revenues and financing mechanism to fund them
- Create a strategic transportation plan that prioritizes projects within the county. Some of the prioritizing will be toward the benefit of improving PDAs.

CHAPTER 4: NEXT STEPS

In fall 2013, NCTPA will kick off Napa's Countywide Transportation Plan, scheduled for adoption in 2014, which will provide countywide transportation goals and priorities. The focus of the transportation plan will be to set priorities for future transportation projects over the next 25 years. This plan will also respond to new policies such as SB 375, which mandate reductions in greenhouse gas emissions and vehicle miles traveled.

The Countywide Transportation Plan will go beyond traditional transportation planning, focusing on the integration of transportation with land use and local policies that drive land use patterns. This focus on land use, not only represents a shift in transportation planning, it represents a shift in work done by NCTPA. New legislation and requirements such as the SCS have extended NCTPA's role beyond the scope of strictly transportation. An example of this would be the recent Regional Housing Needs Allocation process, where NCTPA was the entity representing the Napa Subregion for the purpose of determining a methodology and distributing housing allocations for the 2014-2022 RHNA cycle.

NCTPA will also focus agency efforts on developing project specific plans and advocacy to bring greater attention to the County's (with focus on the PDAs) infrastructure needs and funding challenges. This will involve coordinating with federal, state, and regional partners to prioritize investments in the County's PDAs. NCTPA will stay abreast of funding and regulatory opportunities and identify financing mechanisms to support sustainable development, and encourage a rich mix of affordable housing and employment to remove barriers to PDA development and growth.

This PDA Investment and Growth Strategy is a harbinger for NCTPA's focus on sustainable development within the county's PDAs. Moving forward, NCTPA will work with the jurisdictions to develop baseline

data for each PDA and identify housing, employment, and growth goals and objectives to measure PDA progress. Data to be assessed will include: employment, housing, vehicle miles traveled, and percent of non-auto trips. This will further inform NCTPA's development of policies and planning strategies, and identify ways that NCTPA can support local jurisdictions in making future investment decisions in PDAs.

APPENDIX A: GLOSSARY OF TERMS

Affordable Housing - Housing that can be purchased or rented by a household with very low income (earning below 50 percent of the area median income), low income (earning between 50 percent and 80 of the area median income), or moderate income (earning between 80 to 120 percent of the area median income) based on a household's ability to make monthly payments necessary to obtain housing. Housing is considered affordable when a household pays less than 30 percent of its gross monthly income (GMI) for housing, property taxes, insurance, and utilities.

Assembly Bill 32 (AB 32) – California Global Warming's Solutions Act of 2006. AB 32 requires California to lower greenhouse gas emissions to 1990 levels by 2020.

Association of Bay Area Governments (ABAG) – A comprehensive regional planning agency and Council of Governments for the nine counties and 101 cities and towns of the San Francisco Bay region. The Bay Area is comprised of nine counties: Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma.

Bay Area Rapid Transit (BART) – Bay Area high-speed rapid rail network.

Bay Area Air Quality Management District (BAAQMD) - is the public agency entrusted with regulating stationary sources of air pollution in the nine counties that surround San Francisco Bay: Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, southwestern Solano, and southern Sonoma counties

Bay Conservation and Development Corporation (BCDC) – was established in 1965 as the nation's first state coastal management agency.

Bike Facilities - These include Class I, Class II and Class III Bike Facilities. A Class I Facility, typically called a "bike path" or "multi-purpose path", provides bicycle travel on a paved right-of-way completely separated from any street. A Class II Facility often referred to as a "bike lane," which provides a striped and stenciled lane for one-way travel on either side of a street or highway. A Class III Facility, generally referred to as a "bike route," provides routes through areas not served by Class I or II facilities or to connect discontinuous segments of a bikeway. Class III facilities can be shared with either motorists on roadways and is identified only by signing.

Bulbout- A traffic calming measure, primarily used to extend the sidewalk, reducing the crossing distance and allowing pedestrians about to cross and approaching vehicle drivers to see each other when vehicles parked in a parking lane would otherwise block visibility.

Bus Rapid Transit (BRT) - is a term applied to a variety of public transit systems using buses to provide faster, more efficient service than an ordinary bus line. Many times this is achieved through a designated bus lane or right of way.

Caltrans – California Department of Transportation.

California Environmental Quality Act (CEQA) - Enacted in 1970 and amended through 1983, established state policy to maintain a high-quality environment in California and set up regulations to inhibit degradation of the environment by instituting a statewide policy of environmental protection.

Capital Investment Program (CIP) – Is a plan that identifies future infrastructure needs for a municipality.

Congestion Management Agency (CMA) - develops and updates the legislatively required Congestion Management Program (CMP), a plan that describes the policies and strategies to address congestion problems in the county, and ultimately protects the environment with strategies to help reduce greenhouse gas emissions.

Congestion Mitigation and Air Quality Program (CMAQ) – program that funds surface transportation projects and other related efforts that contribute air quality improvements and provide congestion relief.

Density Units (du) - The number of residential dwelling units per acre of land. Densities specified in General Plans are expressed in units per gross developable acre.

Environmental Impact Report (EIR) - A document used to evaluate the potential environmental impacts of a project, evaluate reasonable alternatives to the project, and identify mitigation measures necessary to minimize the impacts. The California Environmental Quality Act (CEQA) requires that the agency with primary responsibility over the approval of a project (the lead agency) evaluate the project's potential impacts in an Environmental Impact Report (EIR).

Federal Highway Administrations (FHWA) - The agency within the U.S. Department of Transportation that supports State and local governments in the design, construction, and maintenance of the Nation's highway system (Federal Aid Highway Program) and various federally and tribal owned lands (Federal Lands Highway Program).

Federal Transit Administration (FTA) - The agency within the U.S. Department of Transportation that provides funding and technical assistance for local public transit systems.

Floor Area Ratio (FAR) - regulates the intensity of non-residential development, is the ratio of the total floor area of a building to the size of the land or parcel on which it sits.

FOCUS – An ABAG regional development and conservation strategy that promotes a more compact land use pattern for the Bay Area. It unites the efforts of four regional agencies into a single program that links land use and transportation by encouraging the development of complete, livable communities in areas served by transit, and promotes conservation of the region's most significant resource lands

Greenhouse Gas (GHG) – Air pollutants such as carbon dioxide (CO₂), methane (CH₄), nitrous oxide (N₂O), and fluorinated gases.

Infill Development - The development of new housing or other buildings on scattered vacant lots in a predominantly developed area or on new building parcels created by permitted lot splits.

Infrastructure - Permanent utility installations, including roads, water supply lines, sewage collection pipes, drainage pipes, and power and communications lines.

Level of service (LOS) - A qualitative term describing operating conditions a driver will experience while traveling on a particular street or at an intersection during a specific time interval. It ranges from LOS A (very little delay) to LOS F (long delays and congestion).

Mixed-Use Development - Defined as a development form in which a mix of uses is located in close proximity to each other, sometimes within the same building. The land uses may be stacked on top of each other (i.e., a retail land use on the ground floor with multi-family residential units or offices above). Alternately, the mix could be "horizontal" in nature where, for example, commercial or institutional (school or civic) uses are placed directly next to multi-family residential uses. In all instances the intent of a mixed-use designation is to allow a higher density and intensity of uses that encourage pedestrian activity by placing residents within walking distance of daily needs, reducing automobile dependence.

Moving Ahead for Progress in the 21st Century (MAP 21) – Federal transportation legislation signed into law by President Obama on July 6, 2012. Funding surface transportation programs at over \$105 billion for fiscal years (FY) 2013 and 2014.

Metropolitan Planning Organization (MPO) - Metropolitan Planning Organizations are responsible for planning, programming and coordination of federal highway and transit investments in urbanized areas.

Metropolitan Transportation Commission (MTC) – Is the local MPO tasked with transportation planning, coordinating and financing for the nine county Bay Area.

Napa County Transportation and Planning Agency (NCTPA) – Is a Joint Powers Authority (JPA) made up of all the jurisdictions in Napa County. NCTPA's duties include transportation policy development and providing the region with transportation planning and funding, as well as serving as the countywide transit provider.

National Environmental Policy Act (NEPA) –is a United States environmental law that established a U.S. national policy promoting the enhancement of the environment and also established the President's Council on Environmental Quality (CEQ).

One Bay Area Grant (OBAG) - a new funding approach that better integrates the region's federal transportation program with California's climate law (Senate Bill 375, Steinberg, 2008).

Pedestrian-oriented Development - Development designed with an emphasis on the street sidewalk and on pedestrian access to the building, rather than an auto access and parking areas.

Plan Bay Area – Plan Bay Area is an integrated long-range transportation and land-use/housing plan for the San Francisco Bay Area. It includes the Bay Area's Regional Transportation Plan, which the Metropolitan Transportation Commission (MTC) updates every four years, and the Association of Bay Area Governments' (ABAG's) demographic and economic forecast, which is updated every two years

Priority Conservation Area (PCA) – area of regional significance that has broad community support and an urgent need for protection. These areas provide important agricultural, natural resource, historical, scenic, cultural, recreational, and/or ecological values and ecosystem functions

Priority Development Area (PDA) – are locally-identified, infill development opportunity areas within existing communities. They are generally areas of at least 100 acres where there is local commitment to developing more housing along with amenities and services to meet the day-to-day needs of residents in a pedestrian-friendly environment served by transit.

Regional Housing Needs Allocation (RHNA) – state-mandated process to identify the total number of housing units (by affordability level) that each jurisdiction must accommodate in its Housing Element.

Regional Transportation Plan (RTP) – Carried out by MPOs the RTP is a long-range transportation plan which identifies and analyzes transportation needs of the metropolitan region and creates a framework for project priorities.

Senate Bill 375 (SB 375) – Sustainable Communities and Climate Protection Act of 2008. Sustainable Communities requires ARB to develop regional greenhouse gas emission reduction targets for passenger vehicles. ARB is to establish targets for 2020 and 2035 for each region covered by one of the State's 18 metropolitan planning organizations (MPOs). Requires each of California's MPOs to then prepare a "sustainable communities strategy (SCS)" that demonstrates how the region will meet its greenhouse gas reduction target through integrated land use, housing and transportation planning.

SOV – Single Occupancy Vehicle

Sustainable Communities Strategy (SCS) – Mandated by SB 375 the SCS is a regional blueprint for transportation, housing and land use that is focused on reducing driving and associated greenhouse gas emissions

Transportation Control Measure – strategies to reduce vehicle emissions specifically identified and committed to in State Implementation Plans (SIPs); and are either listed in Section 108 of the Clean Air Act (CAA) or will reduce transportation-related emissions by reducing vehicle use or improving traffic flow.

Transportation Demand Management (TDM) - The application of strategies and policies to reduce travel demand, particularly by single-occupant vehicles during peak commute periods. Instead of increasing roadway capacity, TDM programs focus on using existing transportation systems and modes in ways that contributes less to traffic congestion.

Transportation for Livable Communities – a regional program to support community-based transportation projects that bring new vibrancy to downtown areas, commercial cores, neighborhoods, and transit corridors, enhancing their amenities and ambiance and making them places where people want to live, work and visit.

Transportation Oriented Development – planning and design that seeks to create compact, mixed-use, pedestrian-oriented communities located around public transit.

VMT – Vehicle Miles Traveled

APPENDIX B: PDA APPLICATIONS

This page intentionally left blank

APPENDIX B



CITY MANAGER
955 School Street
Mailing Address:
P.O. Box 660
Napa, California 94559-0660
(707) 257-9501
FAX (707) 257-9534

July 11, 2012

Ken Kirkey, Planning Director
Association of Bay Area Governments (ABAG)
Post Office Box 2050
Oakland, CA 94604-2050

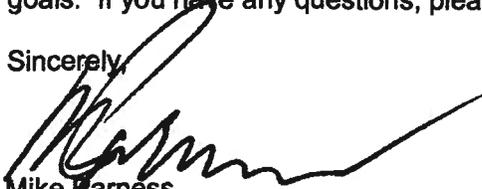
Dear Mr. Kirkey:

On July 10, 2012 the City Council was provided an update on the City of Napa's Priority Development Area (PDA) application. After considering the issues, the Council directed me to revise our PDA application to the "transit neighborhood" place type. This place type provides a strong fit with the characteristics that define Downtown Napa and the Soscol Gateway Corridor, including low to moderate density residential organized around a transit station providing multiple bus lines. Napa County Transportation and Planning Agency's intermodal transit station, located in the relative center of the PDA at Fourth and Burnell streets, is under construction and scheduled for completion in 2013. Moreover, Downtown Napa and Soscol Gateway Corridor serve as retail hubs in the historic center of the community which provide opportunities for well-planned growth. Significant community-based planning has already been completed in the adopted Soscol Gateway Implementation Plan, Gasser Master Plan and recently adopted Downtown Specific Plan. These plans provide for approximately 1,300 housing units consistent with the underlying place type characteristics as envisioned in ABAG's *Station Area Planning Manual*.

Please note that by submitting this application for a PDA, regardless of the place type identified in our application or ABAG's *Station Area Planning Manual*, the City understands that the PDA designation does not establish a commitment by the City to permit or facilitate the development of a specific number of housing units. As noted above, the City's current plans in this area project a total of approximately 1,300 dwelling units by 2030, which is supportive of the expectations of this designation.

Thank you for your continued recognition of the City's role in supporting the FOCUS program and its goals. If you have any questions, please do not hesitate to contact me.

Sincerely,



Mike Parness
City Manager

cc: Mayor Techel and Council Members

APPENDIX B

RESOLUTION R2012 4

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NAPA, STATE OF CALIFORNIA, AUTHORIZING THE SUBMITTAL OF APPLICATIONS TO ABAG TO DESIGNATE DOWNTOWN NAPA AND SOSCOL GATEWAY CORRIDOR AS PRIORITY DEVELOPMENT AREAS

WHEREAS, the Association of Bay Area Governments ("ABAG") and the Metropolitan Transportation Commission in coordination with the Bay Area Air Quality Management District and Bay Conservation and Development Commission (collectively, the "regional agencies") are undertaking a regional planning initiative called FOCUS; and

WHEREAS, FOCUS program goals support a future regional development pattern that is compact and connected; and

WHEREAS, the regional agencies seek local government partners to create a specific and shared concept where growth can be accommodated in Priority Development Area ("PDAs") in the region; and

WHEREAS, PDAs must be within an existing community, near existing or planned fixed transit (or served by comparable bus service) and planned for more housing (or is undergoing a planning process for more housing); and

WHEREAS, local governments in the nine county San Francisco Bay Area are eligible to apply for designation of an area within their community as a PDA; and

WHEREAS, the regional agencies are committed to securing incentives and providing technical assistance to designated PDAs so that positive change can be achieved in communities working to advance focused growth; and

WHEREAS, Downtown Napa represents a potential PDA which is characterized as the planning area boundaries of the City's Downtown Specific Plan including generally Polk, Clinton, Caymus Streets to the north, Jefferson to the west, Division and Third Streets to the south, and the Napa River to the east; and

WHEREAS, Soscol Gateway Corridor also represents a potential PDA which is located in the southern part of Napa generally between Silverado Trail and Soscol Avenue south of Silverado Trail to the east, the Napa River to the west, Highland Drive to the north, and Imola Avenue to the south.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Napa, as follows:

APPENDIX B

1. The City Council hereby finds that the facts set forth in the recitals to this resolution are true and correct, and establish the factual basis for the City Council's adoption of this resolution.

2. The City Council hereby authorizes the Community Development Director to submit an application to ABAG to designate Downtown Napa and Soscol Gateway Corridor as PDAs.

3. This Resolution shall take effect immediately upon its adoption.

I HEREBY CERTIFY that the foregoing Resolution was duly adopted by the City Council of the City of Napa at a public meeting of said City Council held on the 17th day of January, 2012, by the following vote:

AYES: Inman, Mott, van Gorder, Techel

NOES: None

ABSENT: Krider

ABSTAIN: None

ATTEST:



f Dorothy Roberts
City Clerk

Approved as to form:



Michael Barrett
City Attorney

APPENDIX B

Area Overview - The City of Napa is a community of approximately 77,000 residents located in the northern part of the San Francisco Bay Area. It is the largest of five incorporated cities in Napa County, serving as the County seat and providing a gateway to the world famous Napa Valley. The City of Napa in its own right has become a world class destination that offers a unique environment of entertainment, culinary and wine-related experiences in a modest-sized urban environment that is surrounded by agriculture and open space.

Since 2000, Napa has experienced significant growth. This is particularly true in Downtown Napa and along the Soscol Gateway corridor—a significant connection between Downtown Napa, Highway 29 and the greater Bay Area. Several mixed use commercial-residential and hotel developments have been constructed in these areas in recent years reflecting Napa's smart growth principles and strong city-centered planning practices. To retain existing commercial uses and encourage new commercial and residential development in the downtown and its environs, Napa prepared comprehensive master plans for Downtown Napa and the Soscol Gateway area. These comprehensive plans propose 1,274 housing units (976 net new units) in the 20 to 30 year horizon. Although development recently slowed resulting from the national recession, the vision remains as a solid foundation for attracting and retaining new local-serving uses, hotels and residential development in the future.

Area Vision - The Downtown Napa/Soscol Gateway area will guide public and private investment in this area, which is being transformed by the Napa River Flood Protection Project. As outlined in adopted plans for the area, the vision provides an overall framework for land use, circulation, open space, and the foundation for new neighborhoods and revitalization of existing neighborhoods. The Soscol Gateway Corridor Plan contains 376 acres, including 24.7 acres of land rezoned to accommodate the transit center and mixed residential-commercial uses, a 2.5-acre portion of the Napa Expo, and the 80-acre Gasser site. Construction is underway for the NCTPA transit center and Gasser South development which includes a 12-screen movie theater and 30,000 square feet of associated commercial-retail space in an entertainment village. Also, community-serving facilities are either near completion or are completed, including a 60-bed homeless shelter and 24 units of transitional housing, and 30,000 square feet of office space for non-profit organizations is planned. Future development of Gasser North includes Tulocay Village and Tulocay Square—a mixed-density residential neighborhood with 80,000 square feet of commercial-retail space. Within the Soscol Gateway Corridor, a minimum of 458 new housing units are planned at densities up to 40 du/acre, including 20% affordable housing to lower-income residents. These neighborhoods will connect to 13 acres of open space and wetlands through a network of public use trails linking the commercial development, Napa River trails and Downtown Napa.

Similarly, the Downtown Specific Plan enhances Napa's unique, colorful and historically significant Downtown to meet the needs of existing and new residents, while continuing to draw visitors from around the region and world. The pursuit to prepare the Downtown Napa Specific Plan, which began in 2009 and was adopted by the Napa City Council in May 2012, will provide the guiding framework for realizing the vision of a vibrant, healthy and balanced pedestrian-oriented city center. To help achieve its objectives, the Specific Plan outlines a set of recommended improvements to cultivate a physically attractive, economically healthy and socially animated city center where people choose to live and visit. This includes establishing an appropriate mix, density and orientation of residential and commercial uses to improve the business environment and provide people with more opportunities to live, work and play in Downtown Napa. It also entails enhancing the auto, transit and bicycle circulation network and pedestrian streetscape. Such improvements will allow people to have easy and efficient access into and out of Downtown, as well as great mobility options throughout the city core.

Both the approved Soscol Gateway Corridor vision and the Downtown Napa Specific Plan help to achieve Napa's overall community vision of protecting farmland and vineyards surrounding the community while focusing development inside the Rural Urban Limit (RUL). This helps support citizen-initiated efforts to provide efficient, well-designed use of land by mixing jobs and housing in one place. Additionally, this vision provides opportunities to create neighborhoods close to services, including countywide and regional transit, and to integrate open space into the community fabric.

APPENDIX B

Public transit is a significant part of Napa's future plans for success. The NCTPA operates Napa's fixed route transit service (VINE) which serves greater Napa County and destinations in Solano and Sonoma Counties. Napa's existing transit hub is located in Downtown Napa, less than one-quarter mile from the Soscol Gateway area. Scheduled to be completed in 2013, a new intermodal Transit Center is currently under construction on the southwest corner of Fourth and Burnell Streets. The new Transit Center will be centrally located one block east of Downtown Napa, one block south of the Oxbow Public Market, and immediately adjacent to the Napa County Expo and Soscol Gateway area and will provide transit with 20-minute headways with access to light rail and commuter services, as well as close proximity to a future boat dock capable of ferry service as future opportunities arise.

Planned Priority Development Area - The Downtown Napa/Soscol Gateway PDA generally follows the boundaries the Soscol Gateway Corridor as outlined in Napa's adopted Soscol Gateway Vision (2004) and the Soscol Gateway Redevelopment Project Area (2007). The Downtown Specific Plan area boundaries include the Napa River on the east, Division and Third Streets on the south, and Jefferson Street on the west. The northern boundary generally follows the zigzagging edge of the existing "Downtown Commercial" zoning area boundary adjacent to northern residential neighborhoods along Polk and Caymus Streets west of Soscol Avenue. The boundaries extend east to include the Oxbow Public Market and former Copia site east of Soscol Avenue. The Planning Area encompasses approximately 58 acres.

Napa County is a predominantly agricultural community and the City of Napa, along with the four other incorporated cities within the County, are served by Highway 29 and Silverado Trail (from Napa north to Calistoga) which extends through the vast agricultural and open space lands ubiquitous in Napa Valley. Much of this land is protected by voter initiative (Measures J and P and the City's RUL) and by recognized conservation areas that cannot be developed in the future, except when specifically associated with agricultural activities or a vote of the people. The Downtown Napa/Soscol Gateway PDA provides for compact, mixed-use development of substantial new residential and commercial uses that will serve existing residents and new residents in the 976 new dwelling units planned for the area. These residential neighborhoods or "villages" will be walkable, located near services and transportation, connected by trails to recreation and open space, and located in and near Napa's historic downtown.

To fully realize and implement the vision of the PDA, resources are necessary to address infrastructure deficiencies, including those primarily related to drainage and circulation (e.g., street, bicycle and pedestrian improvements). General upgrades to roads, road maintenance and traffic delays at key intersections have been identified as deficiencies needing to be addressed with future development. The total cost associated with all infrastructure needs in the Soscol Gateway area is approximately \$50 million. However, many improvements are already underway. New Hartle Court is presently under construction as part of the Gasser Theater Project, and improvements at the Imola/Gasser (Kansas) Street intersections will be completed as part of this project. Within the Downtown Specific Plan area the infrastructure needs are approximately \$38 million, which will create more than 1,600 jobs and bring more than 1,400 people to the Downtown. Densities and floor area ratios are increased along with the creation of flexibility in building height, parking requirements and similar strategies to accommodate the vision for a city-centered, sustainable Downtown with residents living near services. Collectively, these strategies provide increased housing and transportation alternatives to the community and align with regional goals for creating a complete community and planning for land use, transportation and the environment.

Community Involvement – Planning and developing the vision for the Soscol Gateway Corridor involved significant opportunities for community involvement since 2002 when the planning effort began with the visioning process for the Flood Protection Project intended to attract a new river edge and open up previously flood-prone land for development. Numerous planning documents were prepared and each of these documents reflects the public process and numerous opportunities for public input. This includes adoption of the Soscol Corridor/Downtown Riverfront Development & Design Guidelines (2000), Soscol Gateway Vision (2004), Soscol Gateway Implementation Plan (2006), Soscol Gateway Redevelopment Plan and EIR (2007),

APPENDIX B

Soscol Gateway/East Napa Historic Context Statement and Survey Report (2010), and the Preliminary Drainage Plan for Interior Drainage within the study area, which is now complete and final design is underway. The public process supported the regional Vine Trail and citywide River Trail, which will connect through the area and are embraced as key recreational and economic assets to the area. These connections help achieve the objective of providing resources to residents and visitors of the planned PDA. Additionally, the Napa Countywide Bicycle Plan identifies several key routes and links throughout the county, including connections through the planned PDA.

As part of the Downtown planning effort, the City led a broad community-based process that engaged local stakeholder agencies, business and property owners, neighborhood representatives, elected and appointed officials, and members of the public. In order to garner input from the widest range of participants, the community outreach and engagement process was broad in its approach. The process included large community workshops, stakeholder interviews and focus groups, meetings of a steering committee, City Council and Planning Commission sessions, and special outreach events to specific segments of the Napa community such as youth and Latinos. Technical tools, including a comprehensive website and surveys, were also utilized. A 15-member Downtown Steering Committee was also created to bring together representatives from the community to help guide the planning process and provide input on specific tasks. The varied perspectives of the committee members brought a depth and breadth of knowledge and interests to all aspects of the Specific Plan. Over 30 meetings were held as part of this process, and more meetings are scheduled through to completion of the project in April 2012.

Leadership in Planning - The Downtown Napa/Soscol Gateway PDA illustrates leadership in planning by consolidating complex issues into a comprehensive mixed-use development plan for the area to achieve a vision of revitalized existing commercial and residential uses with access to a variety of transportation opportunities, creation of new residential neighborhoods. The PDA establishes the foundation for how mid-sized rural towns can plan for city-centered growth in a way that protects both a community's unique natural and built resources and provides a place for people to live, work and visit. Destination communities do not have to be pristine places to look but not touch. Napa is positioned in the next 20 years to provide leadership in planning for land use, transportation and the environment with the Bay Area region and beyond.

FOCUS

a development and conservation strategy
for the San Francisco Bay Area

Application for Priority Development Area Designation

Enter information in the spaces provided and submit the requested attachments.

Part 1 - APPLICANT INFORMATION & AREA DETAILS		
<u>Attach</u> resolution showing local support for involvement in FOCUS		
a. Lead Applicant -City/County	City of Napa	
Contact Person	Rick Tooker	
Title	Planning Manager	
Department	Community Development Department - Planning Division	
Street Address	1600 First Street	
City	Napa	
Zip Code	94559	
Phone Number	(707) 257-9530	
Fax Number	(707) 257-9522	
Email	rtooker@cityofnapa.org	
b. Area Name and Location	Downtown Napa/Soscol Gateway Corridor -- The Priority Development Area (PDA) is located generally in the downtown bounded by Polk, Clinton and Caymus Streets to the north, Jefferson Street to the west, Division Street to the south and extends east across the Napa River to Silverado Trail and south to Imola Avenue (see map with PDA boundaries)	
c. Area Size (minimum acreage = 100)	585 Acres	
d. Public Transit Serving the Area (existing and planned). From this list, please identify at least one route that has minimum 20-minute headways.	The Napa County Transportation and Planning Agency (NCTPA) operates the countywide and regional fixed-route transit (VINE), the main hub of which is currently in Downtown Napa within the PDA. NCTPA is constructing a new multi-modal transit center on the southwest corner of Fourth and Burnell Streets which is also located within the PDA in its relative center. This new transit center will be completed in 2013 and will provide more space for VINE's pulse transfer system (where multiple buses arrive and depart at the same time), and the planned PDA will provide 20-minute headways in the area.	
e. Place Type (Identify based on the Station Area Planning Manual or from others in Application Guidelines)	Transit Neighborhood	
	Current Conditions (Year: 2006)	Future Goal (Horizon Year: 2037)
f. Total Housing Units	298	1,274
g. Total Jobs	3,184	5,689

FOCUS is a regional, incentive-based development and conservation strategy for the San Francisco Bay Area. FOCUS is led by the Association of Bay Area Governments and the Metropolitan Transportation Commission in coordination with the Bay Area Air Quality Management District and the Bay Conservation and Development Commission. It is partially funded by a regional blueprint planning grant from the State of California Business, Transportation, and Housing Agency.

APPENDIX B

FOCUS Application for Priority Development Area Designation

<p>h. Net Project Density (New Housing)</p>	<p>Existing density ranges are variable in the area by land use designation ranging from 20 - 40 du/ac in the Downtown Commercial area, 10 - 40 du/ac on the Mixed Use sites in the Soscol Gateway area; and 3 - 8 du/ac on the sites set aside for limited single-family residential development.</p>	<p>Within the Downtown Specific Plan area, density ranges have been increased to 20 - 60 du/ac in the core (Downtown I designation), remain at 20 - 40 du/ac in the downtown edge (Downtown II designation), and 10 - 25 du/ac in the transitional area between the downtown and the surrounding neighborhoods (Transition designation)</p> <p>Within the Soscol Gateway area densities are revised by converting 5.3 acres to Mixed Use, 16.9 acres to Transit Village, assigning 2.5 acres at the Napa Expo site to Mixed Use, and applying the mid-range of the number of units assumed in the 1998 General Plan for the area. The density ranges in the Soscol Gateway area are 10 - 40 du/ac on the Mixed Use sites and 3 - 8 du/ac on the limited number of low density residential sites in the area.</p> <p>These revisions provide for 1,274 housing units or 976 net new units in the PDA with approved planning and environmental review (no additional planning is required).</p>
<p>i. Minimum/Maximum FARs (New Employment Development)</p>	<p>1.25 - 4.0 FAR in the Downtown Specific Plan area for commercial use and .35 FAR for Residential/Offices.</p> <p>.35 - .95 FAR in the Soscol Gateway area</p>	<p>The FAR has been increased with the adoption of the Downtown Specific Plan to 5.0 Downtown I designation), 4.0 (Downtown II) and 3.0 (Transition).</p> <p>Within the Soscol Gateway area the FAR is .35 - .95, although far more land is now zoned for multi-family use as part of the Mixed Use designation.</p>

<p>Part 2 – ADDITIONAL AREA INFORMATION</p>		
	Yes	No
<p>a. Is the proposed priority area currently recognized in the General Plan (i.e., called out as TOD, infill etc.)?</p>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

FOCUS a development and conservation strategy for the San Francisco Bay Area Application for Priority Development Area Designation

b. Have other plans (any targeted planning efforts including specific plans, precise plans, area plans, and supporting environmental studies) been developed within the last 15 years that cover the priority area? Note: If yes, please attach brief list of individual planning efforts and date completed (including web links to electronic versions if available). In the list, identify the primary plan for the area.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Is the proposed priority area within the boundaries of a redevelopment area?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Part 3 – MAPS OF PRIORITY DEVELOPMENT AREA

Attach map(s) showing the proposed boundaries, land use designations and zoning, major transit services, and any other relevant information about the proposed priority area. In your electronic submission, please include GIS files of the PDA boundaries, if available. Photos of current conditions in the priority area are optional.

Part 4 – NARRATIVE

Attach separately a maximum two-page (8½ x 11 with 12 point font) narrative that addresses the following questions and provides any other relevant information.

- What is the overall vision for this area? How does the vision align with the place type selected (See Place Type Development Guidelines p. 18-19 in Station Area Planning Manual)?
- What has to occur in order to fully realize this vision and place type? What has occurred in the past 5 years?
- Describe relevant planning processes, and how community members were involved in developing the vision and/or plan for the area.
- Describe how this priority area has the potential to be a leading example of smart growth for the Bay Area.

Part 5 – POTENTIAL ASSISTANCE REQUESTED (check all that apply)

Note: Assistance is not being offered at this time. This information will aid the development of tools and incentives for designated areas.

TECHNICAL ASSISTANCE	REQUEST FOR PLANNING GRANTS	REQUEST FOR CAPITAL GRANTS
<input type="checkbox"/> Assistance with policies to implement existing plan <input type="checkbox"/> Assistance with photo- simulations to depict future conditions <input type="checkbox"/> Assistance with local workshops and tours <input type="checkbox"/> Other:	<input type="checkbox"/> Funding for new area-wide specific plan or precise plan <input type="checkbox"/> Funding to update existing area-wide specific plan or precise plan <input type="checkbox"/> Funding for EIR to implement existing area-wide plan <input type="checkbox"/> Other:	<input checked="" type="checkbox"/> Funding for transportation projects (including pedestrian/bicycle) <input checked="" type="checkbox"/> Funding for housing projects <input checked="" type="checkbox"/> Funding for water/sewer capacity <input type="checkbox"/> Funding for parks/urban greening <input checked="" type="checkbox"/> Funding for streetscape improvements <input type="checkbox"/> Other:

Part 6 – INFRASTRUCTURE BUDGET FOR PRIORITY AREA

Attach a completed Excel file on the FOCUS website for entering information about infrastructure needs and funding sources.

FOCUS is a regional, incentive-based development and conservation strategy for the San Francisco Bay Area. FOCUS is led by the Association of Bay Area Governments and the Metropolitan Transportation Commission in coordination with the Bay Area Air Quality Management District and the Bay Conservation and Development Commission. It is partially funded by a regional blueprint planning grant from the State of California Business, Transportation, and Housing Agency.

APPENDIX B

FOCUS Application for Priority Development Area Designation

Part 7 – FOR EMPLOYMENT CENTER PLACE TYPE PROPOSALS ONLY		
Please provide the following information for the <u>entire jurisdiction</u> .		
	Current Conditions (Year:)	General Plan (Horizon Year:)
Total Jobs		
Total Households		
Total Employed Residents		

E-mail this completed application form and attachments requested to FOCUS@abag.ca.gov, and mail one hard copy of this application and attachments requested to the Association of Bay Area Governments, Attn: Jackie Reinhart, P.O. Box 2050, Oakland, CA 94604-2050. Please contact Jackie Reinhart, ABAG Regional Planner, at JackieR@abag.ca.gov or 510-464-7994 with questions about the application.



CITY OF AMERICAN CANYON

Napa Valley's New Destination

November 23, 2009

Jackie Guzman
ABAG Regional Planner
Association of Bay Area Governments
P.O. Box 2050
Oakland, CA 94604-2050

**Subject: FOCUS Priority Development Area Application – Highway 29
Corridor**

Dear Ms. Guzman;

I am pleased to submit the attached Priority Development Area Application for the Highway 29 Corridor in the City of American Canyon. Also enclosed is the signed City Council Resolution supporting this application. If you have any questions, I may be contacted at (707) 647-4355 or by e-mail at bcooper@cityofamericancanyon.org.

Sincerely,
CITY OF AMERICAN CANYON

Brent Cooper, AICP
Community Development Director

Attachment:

FOCUS Application for Priority Development Area

FOCUS

a development and conservation strategy
for the San Francisco Bay Area

Application for Priority Development Area Designation

Enter information in the spaces provided and submit the requested attachments.

Part 1 - APPLICANT INFORMATION & AREA DETAILS	
<u>Attach</u> resolution showing local support for involvement in FOCUS	
a. Lead Applicant -City/County	City of American Canyon, Napa County
Contact Person	Brent Cooper, AICP
Title	Director
Department	Community Development Department
Street Address	4381 Broadway, Suite 201
City	American Canyon
Zip Code	94503
Phone Number	707-647-4335
Fax Number	707-643-2355
Email	bcooper@cityofamericancanyon.org
b. Area Name and Location	Highway 29 Corridor
c. Area Size (minimum acreage = 100)	225 acres
d. Public Transit Serving the Area (existing and planned)	NCTPA
e. Place Type (Identify based on the Station Area Planning Manual)	Mixed Use Corridor

Part 2 – AREA INFORMATION
A spreadsheet for entering area information on demographics, housing, and land use is provided. Please complete these worksheets with all currently available information and <u>attach</u> .

Part 3 – ADDITIONAL AREA INFORMATION		
	Yes	No
a. Is the proposed priority area currently recognized in the General Plan (i.e., called out as TOD, infill etc.)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Have other plans (any targeted planning efforts including specific plans, precise plans, area plans, and supporting environmental studies) been developed within the last 15 years that cover the priority area? Note: If yes, please <u>attach</u> brief list of individual planning efforts and date completed.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Is the proposed priority area within the boundaries of a redevelopment area?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

FOCUS is a regional, incentive-based development and conservation strategy for the San Francisco Bay Area. FOCUS is led by the Association of Bay Area Governments and the Metropolitan Transportation Commission in coordination with the Bay Area Air Quality Management District and the Bay Conservation and Development Commission. It is partially funded by a regional blueprint planning grant from the State of California Business, Transportation, and Housing Agency.



APPENDIX B

FOCUS Application for Priority Development Area Designation

Part 4 – MAP OF PRIORITY DEVELOPMENT AREA
Attach a map showing the proposed boundaries of the potential priority area and any other relevant information for land uses, transit, etc. Photos of current conditions in the priority area are optional.

Part 5 – NARRATIVE
Attach separately a maximum two-page (8½ x 11 with 12 point font) narrative that addresses the following questions and provides any other relevant information.
<ul style="list-style-type: none"> ▪ What is the overall vision for this area? ▪ What has to occur in order to fully realize this vision? What has occurred there recently (past 5 years)? Describe relevant planning processes, and how the needs of community members were addressed. ▪ Describe how this priority area has the potential to be a leading example of smart growth for the Bay Area.

Part 6 – POTENTIAL ASSISTANCE REQUESTED (check all that apply)		
<small>Note: Assistance is not being offered at this time. This information will aid the development of a tools and incentives package for designated areas.</small>		
<p>TECHNICAL ASSISTANCE</p> <p><input type="checkbox"/> Assistance with policies to implement existing plan</p> <p><input checked="" type="checkbox"/> Assistance with photo- simulations to depict future conditions</p> <p><input checked="" type="checkbox"/> Assistance with local workshops and tours</p> <p><input type="checkbox"/> Other:</p>	<p>REQUEST FOR PLANNING GRANTS</p> <p><input checked="" type="checkbox"/> Funding for new area-wide specific plan or precise plan</p> <p><input type="checkbox"/> Funding to update existing area-wide specific plan or precise plan</p> <p><input checked="" type="checkbox"/> Funding for EIR to implement existing area-wide plan</p> <p><input type="checkbox"/> Other:</p>	<p>REQUEST FOR CAPITAL GRANTS</p> <p><input checked="" type="checkbox"/> Funding for transportation projects (including pedestrian/bicycle)</p> <p><input checked="" type="checkbox"/> Funding for housing projects</p> <p><input checked="" type="checkbox"/> Funding for water/sewer capacity</p> <p><input checked="" type="checkbox"/> Funding for parks/urban greening</p> <p><input checked="" type="checkbox"/> Funding for streetscape improvements</p> <p><input type="checkbox"/> Other:</p>

Part 7 – INFRASTRUCTURE BUDGET FOR PRIORITY AREA
Please attach a budget that details the types of infrastructure improvements that will be needed in order to realize the vision for the priority area. This budget can include transportation, housing, road repairs, water/sewer capacity, parks and other critical amenities. A sample budget is provided for guidance.

E-mail this completed application form and attachments requested to FOCUS@abag.ca.gov. In addition to electronic submission, mail one hard copy of this application and attachments requested in this application form to the following address:

Association of Bay Area Governments
P.O. Box 2050
Oakland, CA 94604-2050
Attn: Jackie Guzman

For questions regarding the application, please contact Jackie Guzman, ABAG Regional Planner, at JackieG@abag.ca.gov or 510-464-7994.

APPENDIX B

PDA Name: Highway 29 Corridor

PDA Jurisdiction: American Canyon

Data for the PDA	2008	2035 – Local Planning Assumptions
Population	789	1,891
Household Population	789	1,891
Total Housing Units	272	652
Single-Family	56	46
Multi-Family	216	606
Persons per Unit	2.90	2.90
Employed Residents	506	1,212
Mean Household Income	\$51,738	\$76,400
Total Jobs	593	1,993

Data Sources:

Department of Finance

2000 Census

City of American Canyon General Plan

ABAG Projections 2009

APPENDIX B

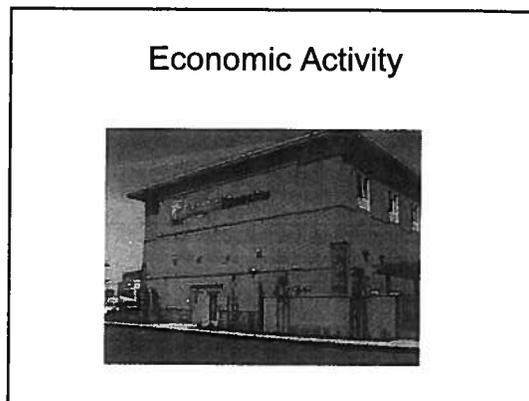
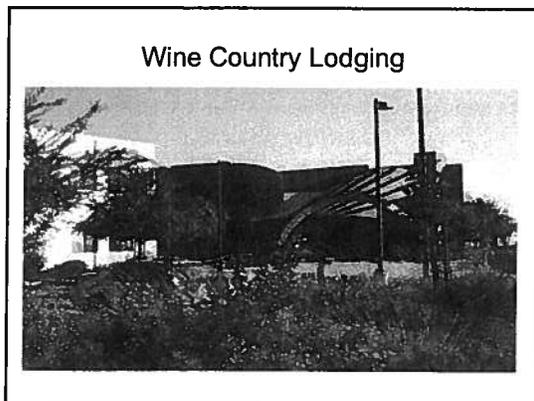
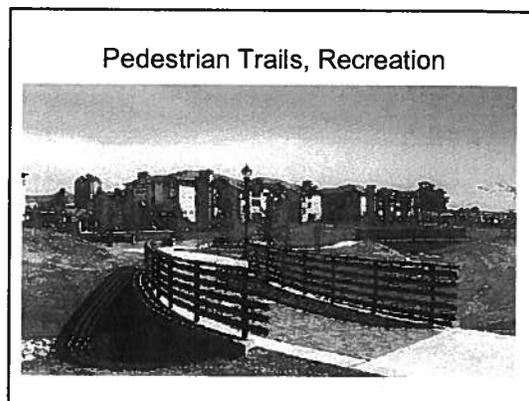
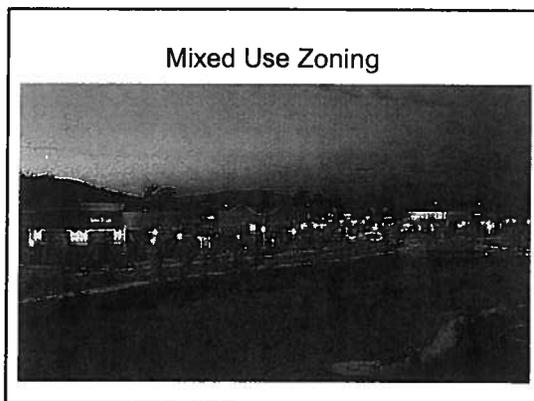
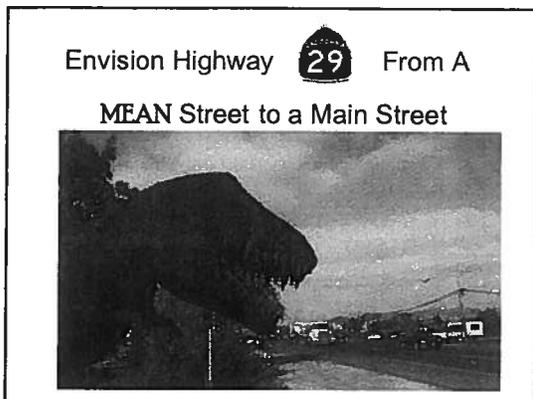
Part 3 – Additional Information

Other Plans Developed in the Last 15 Years:

Highway 29 Corridor Economic Development Plan (2002)

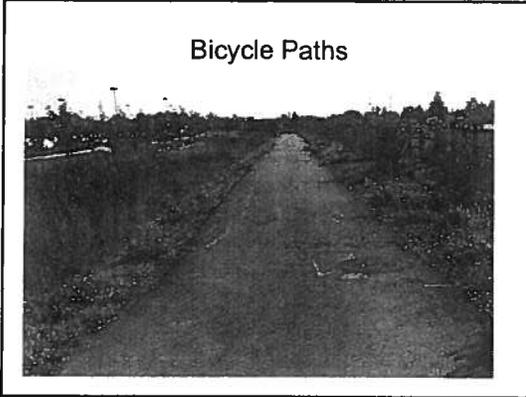
Highway 29 Corridor Revitalization study *BMS Design Group* (2004)

APPENDIX B

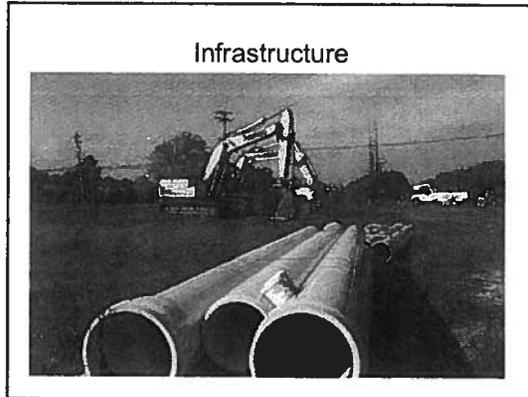


APPENDIX B

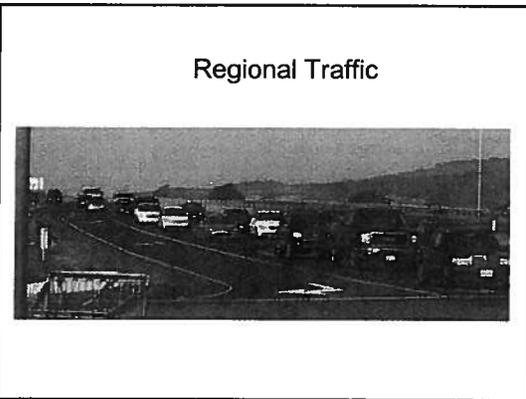
Bicycle Paths



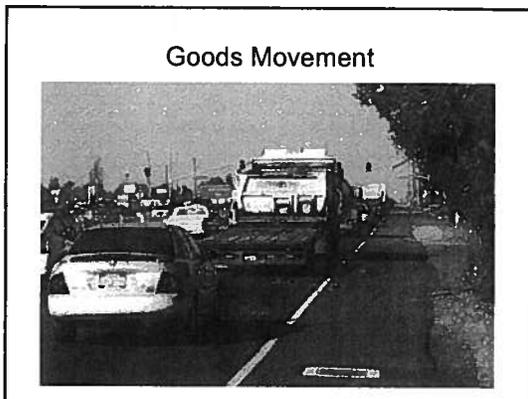
Infrastructure



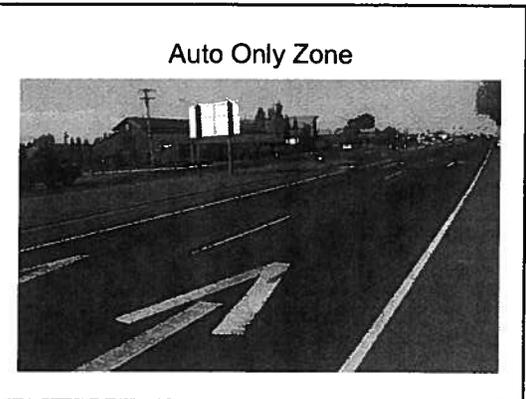
Regional Traffic



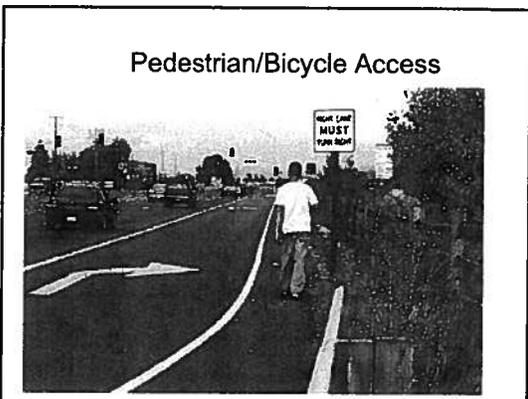
Goods Movement



Auto Only Zone

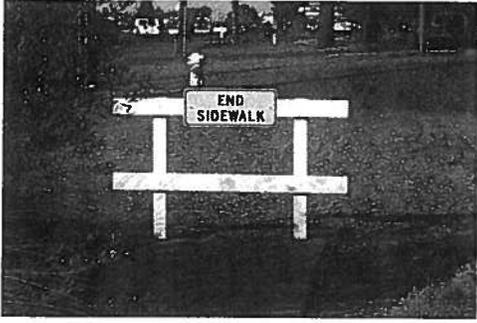


Pedestrian/Bicycle Access

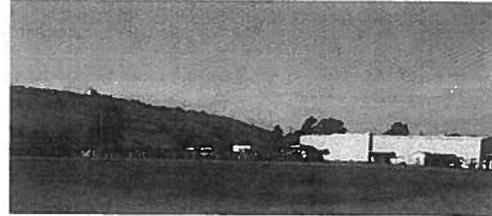


APPENDIX B

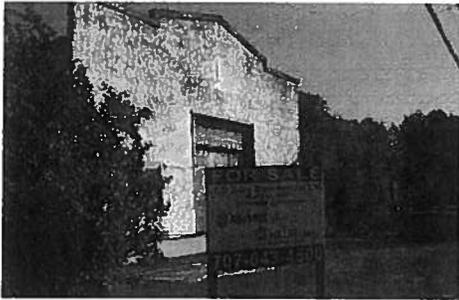
Disconnected Sidewalks



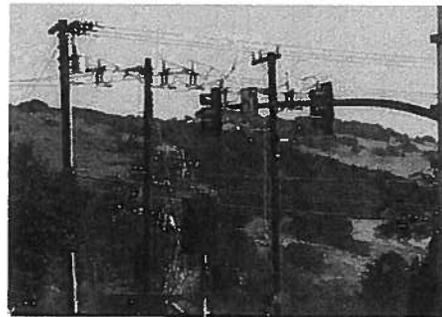
Vacant and Underutilized Sites



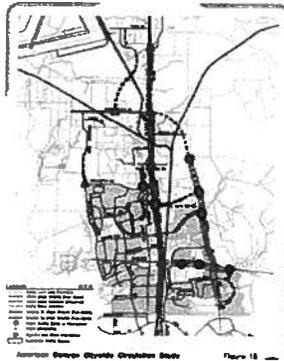
Properties in Transition



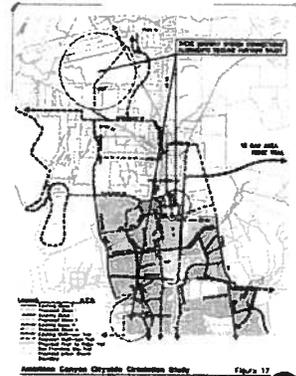
Overhead Utilities



Roadway
Improvements



Bicycle Trail
Improvements



Part 5. HIGHWAY 29 CORRIDOR: Application for Priority development Area, City of American Canyon, CA

What is the overall vision for this area?

Highway 29 is the “face” of American Canyon to its residents and visitors. The corridor is characterized by fresh, new shopping centers, high density residential, hotels, as well as vacant property, and outdoor storage retail uses, originally built in the 1970’s as a 4-lane divided regional highway, Highway 29 remains essentially the same configuration today. Even though American Canyon experienced significant growth in residential and commercial services over the past 10 years, the majority of vehicles on the highway carry single occupant vehicle commuter traffic from outside the community. The speed and volume of Highway 29 traffic coupled with a lack of cohesive pedestrian, bicycle routes and landscaping creates a “vehicle-only” zone that divides the community and discourages smart growth principles.

Because of Highway 29’s importance to the City, the City Council in 2008 adopted a Goal to create a new vision for Highway 29. In August 2009, the City Council adopted a strategy for a new Highway 29 vision.

Highway 29 Corridor Vision:

- Highway 29 is a thriving retail, service and residential hub for the community with new open space and gathering places and well-integrated circulation for pedestrians, bicyclists and vehicles.
- Highway 29 will provide opportunity for new and unique businesses and catalyst projects.
- Highway 29 will continue to function as the primary north/south automobile route for residents and commuters while also providing well integrated travel lanes and pathways for pedestrians and cyclists.
- Improvements will be made along the corridor to enhance pedestrian and cycling opportunities and safety along the busy corridor. East-west vehicle, pedestrian, and bicycle connectivity will be improved to breach the divide and provide greater safety for shopping and west-side student access to the new High School on the east side of town.
- Traffic calming measures replace the “stop and go” experience on Highway 29 with a slower, and even travel speed through intersection improvements, highway beautification, and fewer individual curb cut access ways.
- Mixed use and higher density residential projects along the corridor will boost transit ridership to Bart stations in the East Bay, the Vallejo Ferry to San Francisco, and to local wine industry jobs in American Canyon, the Napa Airport Industrial Park, and North County.

What has to occur to fully realize this vision?

To fully realize this corridor vision, streetscape improvements, bicycle facilities and other public infrastructure will need to be designed and installed. Transit service, park and ride lots, and waiting areas would need to be enhanced. Significant outreach effort with local stakeholders, NCTPA, Caltrans will be needed to reconcile the dual function of Highway 29 as a local retail core and commuter and goods movement portal. Market

APPENDIX B

research is needed to fully realize the land use opportunities for vacant and underutilized properties with highway visibility.

What has occurred there recently (past five years)?

- American Canyon high school is under construction on the east side of town and will draw students from neighborhoods west of Highway 29
- The zoning code was amended to permit mixed use and high density housing on the Highway 29 corridor
- Three new centers were constructed that provide retail services, a hotel, a public park, a pedestrian/bicycle path segment, and civic uses.
- The nation's first Gold LEED Certified Hotel and a new carwash were constructed.
- City Hall was relocated to a new office building on Highway 29.
- New signals were installed on Highway 29 at: Donaldson Way, Eucalyptus Drive, and Napa Junction Road
- Two shopping centers and a condominium development were approved
- Caltrans is making pedestrian improvements to the crosswalk at Rio del Mar.

Describe relevant planning processes, and how the needs of community members were addressed.

The City commenced outreach efforts on the Citywide Circulation study which will lead to recommendations on future circulation improvements and funding for Highway 29.

The City Council approved a strategy for updating the vision for Highway 29. This effort will include significant community outreach.

The NCTPA recently approved a smart growth planning document entitled "Napa's Transportation Future". The NCTPA held local outreach meetings and worked extensively with the city of American Canyon on this document.

The City signed an agreement with the County Board of Supervisors to modify and reduce the City's Urban Limit Line. This agreement will focus urban development in American Canyon:

Describe how the priority area has the potential to be a leading example of smart growth in the Bay Area

Recent investment in new shopping centers has upgraded the community's image. The Corridor's location within the Napa County famed wine country provides market opportunities. The existence of a significant amount of vacant and underutilized property coupled with mixed use zoning, and close-in location to the East Bay and Solano County provide a framework for significant reinvestment in the corridor. The presence of a lightly used rail corridor offers the potential for rail transit connections from American Canyon to north Napa County and south to Vallejo. Appropriate and integrated mixed use development on Highway 29 will support and enhance smart-growth development in the anticipated Town Center project located adjacent to and east of the Highway 29 corridor.

FOCUS

Application for Priority Development Area Designation

APPENDIX B
Sample Infrastructure Budget
for Part 7 of the Application

ACTION	TIMELINE	COST capital	COST operating	RESPONSIBILITY	POTENTIAL FUNDING SOURCE
<u>Street and Transportation Improvements</u>					
Reconstruct Highway 29	Medium Term Short term	\$ 84	Public 1 Public		CIP, Developer, BID, Assessment District, CFD, Grants, Mitigation Fees
Improved bus rapid transit	Short term	TBD	TBD Public		5 years operations TDA, Sales Tax, Developer
Investigate rail transit feasibility	Medium term	TBD	TBD Public		5 years operations Developer, TDA, Sales Tax, Developer
Street trees/median creation	Short term	TBD	TBD Public/Private		CIP, Developer, BID, Assessment District, CFD, Grants, Mitigation Fees
Construct new and replacement sidewalks along Highway 29	Short term	TBD	TBD Public/Private		CIP, Developer, BID, Assessment District, CFD, Grants, Mitigation Fees
Bus Turnouts Transit Center	Short term Long Term	TBD \$ 3	TBD Public/Private		CIP, Developer, BID, Assessment District, CFD, Grants, Mitigation Fees
Separated Bicycle Paths along Highway 29 and across Highway 29	Short term	TBD	TBD Public/Private		CIP, Developer, BID, Assessment District, CFD, Grants, Mitigation Fees
Traffic Calming through adjacent neighborhoods	Short term	TBD	TBD Public/Private		CIP, Developer, BID, Assessment District, CFD, Grants, Mitigation Fees
Construct Bicycle/Pedestrian Bridge parallel to Highway 29 over railroad	Medium term	TBD	TBD Public/Private		CIP, Developer, BID, Assessment District, CFD, Grants, Mitigation Fees
Purchase land, buildings & goodwill for structures located too close to Highway 29	Long term	TBD	TBD Public/Private		CIP, Developer, BID, Assessment District, CFD, Grants, Mitigation Fees
Pedestrian overcrossings for Highway 29	Short term	\$ 2	TBD Public/Private		CIP, Developer, BID, Assessment District, CFD, Grants, Mitigation Fees

FOCUS
Application for Priority Development Area Designation

APPENDIX B
Sample Infrastructure Budget
for Part 7 of the Application

Construct park and ride lot	Short term	\$	2	TBD Public/Private	CIP, Developer, BID, Assessment District, CFD, Grants, Mitigation Fees
Landscape parkway improvements	Short term		TBD	TBD Public/Private	CIP, Developer, BID, Assessment District, CFD, Grants, Mitigation Fees
<u>Utility Improvements</u>					
Stormwater improvements	All	\$	16	Public/Private	Utility fees, Developer, etc.
Underground overhead utility wires	Medium term		TBD	TBD Public/Private	Utility fees, BID, Assessment District, CFD, Grants, Mitigation Fees.
Install recycled water main along Highway 29	Short term		TBD	TBD Public/Private	CIP, Developer, BID, Assessment District, CFD, Grants, Mitigation Fees
Provide Decorative Street lights	Medium term		TBD	TBD Public/Private	Utility fees, BID, Assessment District, CFD, Grants, Mitigation Fees.
<u>Recreation and Parks</u>					
New Neighborhood parks in conjunction with residential development	Short term		TBD	TBD Public/Private	CIP, Park fees, Grants (Prop 84)
example Waterfront Linear Park and Path	Medium term	\$	4	0 Public/Private	CIP, Park fees, Grants (Prop 84),
<u>Community Amenities</u>					
Construct new coordinated monument signs for businesses on Highway 29	Medium term		TBD	TBD Public/Private	Utility fees, BID, Assessment District, CFD, Grants, Mitigation Fees.
TOTAL ESTIMATED BUDGET		\$	111	\$	1

Listed in order of priority
Short term 0-5 years; Medium term 5-10; Long term 10+
Costs in Millions. Operating Costs Annual (20 year)

RESOLUTION NO. 2009-133

**AUTHORIZING SUBMITTAL OF A PRIORITY DEVELOPMENT AREA (PDA)
APPLICATION FOR THE HIGHWAY 29 CORRIDOR AREA TO THE
ASSOCIATION OF BAY AREA GOVERNMENT (ABAG) FOCUS PROGRAM**

WHEREAS, the Association of Bay Area Governments and the Metropolitan Transportation Commission in coordination with the Bay Area Air Quality Management District and Bay Conservation and Development Commission (collectively, the "regional agencies") are undertaking a regional planning initiative called FOCUS; and

WHEREAS, FOCUS program goals support a future regional development pattern that is compact and connected; and

WHEREAS, the regional agencies seek local government partners to create a specific and shared concept of where growth can be accommodated (priority development area) and what areas need protection (priority conservation area) in the region; and

WHEREAS, a priority development area must meet all of the following criteria:

- (a) within an existing community,
- (b) near existing or planned fixed transit (or served by comparable bus service)
and
- (c) is planned, or is planning, for more housing; and

WHEREAS, local governments in the nine county San Francisco Bay Area are eligible to apply for designation of an area within their community as a priority development area; and

WHEREAS, the regional agencies are committed to securing incentives and providing technical assistance to designated priority development areas so that positive change can be achieved in communities working to advance focused growth.

WHEREAS, the City Council has considered all of the written and oral testimony presented in making its decision.

NOW THEREFORE BE IT RESOLVED, the City of American Canyon City Council authorizes staff to submit an application to the Association of Bay Area Governments (ABAG) to designate the Highway 29 Corridor within the City of American Canyon to be a Priority Development Area with the FOCUS program.

APPENDIX B

PASSED, APPROVED and ADOPTED by the City Council of the City of American Canyon at a regular meeting on November 17, 2009, by the following vote:

AYES: Councilmembers Bennett, Coffey, West, Vice Mayor Callison and Mayor Garcia
NOES: None
ABSTAIN: None
ABSENT: None



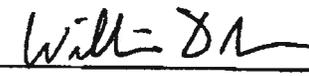
Leon Garcia, Mayor

ATTEST:



Sherry M. Kelly
Interim City Clerk

APPROVED AS TO FORM:



William D. Ross
City Attorney



April 17, 2013
NCTPA Agenda Item 11.3
Continued From: New
Action Requested: INFORMATION/ACTION

**NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY
Board Agenda Letter**

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Antonio Onorato, Program Manager Finance
(707) 259-8779 / Email: aonorato@nctpa.net
SUBJECT: First Reading of Draft NCTPA FY 2013-14 Budget

RECOMMENDATION

That the Napa County Transportation and Planning Agency (NCTPA) Board review and provide comment on the FY 2013-14 NCTPA annual operating and capital budget in the amount of \$26,360,500.

COMMITTEE RECOMMENDATION

None.

EXECUTIVE SUMMARY

The first reading of the draft FY 2013-14 NCTPA budget is being presented to the NCTPA Board of Director's for review and comment. A budget committee review occurred in March and an optional budget committee review may occur in April if deemed necessary or requested by the Board. The final FY 2013-14 NCTPA budget will be presented to the Board in May for adoption.

PROCEDURAL REQUIREMENTS FOR PROPOSED BUDGET

1. Staff Report
2. Public Comment

FINANCIAL IMPACT

Is there a fiscal impact? Yes. \$26,360,500 for the draft budget comprised of (1) an operating budget of \$15,696,700; (2) capital budget of \$8,901,800; and (3) a depreciation budget of \$1,762,000. Depreciation expense is a “non-cash” recognized expense used for reporting purposes. Final budget figures may change prior to the May Board meeting. Staff will highlight any substantive changes that are made to the draft budget prior to the Board’s adoption at its May meeting.

Is it Currently Budgeted? No.

Where is it budgeted? N/A

Is it Mandatory or Discretionary? N/A

Future Fiscal Impact: N/A

Consequences if not approved: This is an informational item.

CEQA REQUIREMENTS

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (California Environmental Quality Act (CEQA) Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

The NCTPA Board of Directors is required to adopt an annual budget by June 30th for the upcoming fiscal year. The Agency updated its financial forecast several times in the past year in preparation for the upcoming fiscal year. NCTPA also conducted an ad-hoc budget review with the Chair and Vice-Chair of the Board in February.

During the review and comment period between the April and May Board meetings, Board members and members of the public will have the opportunity to ask questions about sources of funding, reason for expenditures, purpose of capital purchases, and any other topics associated with the budget development. Revisions to the draft budget may be made in response to comments during the review period.

Economic Forecast and Strategies

Certain revenue indicators show that that the local economy continued to recover from the recession in FY 2011-12. This was reflected in an increase in quarterly collections of Transportation Development Act (TDA) sales tax receipts. TDA revenue comprises approximately 48% of NCTPA’s operating revenues.

The balance of NCTPA's revenues come from a number of federal and local sources, including 28% from Federal Transit Administration (FTA) and other federal sources, 9% from farebox revenues (13% when only looking at the Public Transit Fund); 13% from Regional/Local Sources, and 2% from local pass through funds.

Federal sources continue to be in a state of flux due to the Congress' inability to date to pass a long term authorization bill. Moving Ahead for Progress in the 21st Century (MAP-21) is a two-year bill which largely maintains existing funding levels with a small increase for inflation. However, MAP-21 did not resolve how future transportation authorization bills will be funded as current 18.4 cents per gallon fuel tax is insufficient to support existing transportation infrastructure spending. Insufficient revenue generations will continue to put a damper on the development of a MAP-21 successor legislation.

The volatility of fuel prices will likely continue in FY 2013-14 as a result of market speculation and instability in oil producing regions. Napa's geographic location and limited fueling options, particularly for compressed natural gas, will continue to influence NCTPA's fueling costs. VINE Transit will have 7 CNG buses in service by spring of 2013, 5 more than are currently in service. Stabilizing fuel costs and supply will be of paramount importance in the coming years.

In FY 2012-13, ridership trends are expected to show a year over year increase, reversing several years of declines. With the route revisions implemented in December 2012 and continued focused marketing efforts, ridership increases are expected to continue. As a result, a healthy increase in fare revenues is expected over the next fiscal year.

NCTPA has weathered many of the ill effects caused by the great recession of 2008 by employing good planning and judicious fiscal practices. These policies have contributed to the NCTPA's healthy financial condition it is currently experiencing.

NCTPA staff continuously monitors and reports on long term financial forecasts in order maintain sufficient funding levels for service delivery, agency operations, maintenance and capital needs, and to ensure that the agency can balance and attain its long and short term objectives and goals. Financial forecasts can guide staff in determining the level of service that is sustainable over a long period of time. Forecasts and fiscal strategies also optimize the level of reserves that should be maintained, informs staff when reserves can be increased during economically robust times, in order to safeguard operational stability during fiscally challenging times.

The proposed budget employs sound strategies and fiscal discipline in order to sustain operational objectives, maintain the capital investments in a state of good repair, make necessary capital improvements to enhance operational efficiencies and improve agency operations.

FY 2013-14 NCTPA Budget Discussion

The proposed FY 2013-14 budget is a balanced budget which was achieved by minimizing expenditures and funding operations and capital purchases with reasonably anticipated operating and grant revenues. This was accomplished by establishing project priorities and ensuring that sufficient funds will remain available for critical capital and operating needs.

NCTPA has established operational and capital goals, which are reflected in the proposed budget. The budget proposal reflects the efforts made to meet the agency's new and existing responsibilities to the community while minimizing costs. As such, staff anticipates that these goals and objectives can be achieved with existing staffing levels. This may require the reallocation of staff to address new responsibilities such as ramping up Measure T administration, expansion of transit services, and assisting with Priority Development Area improvements.

NCTPA Top Five Budgeted Expenses

1. Purchase Transportation
2. Professional Fees
3. Fuel
4. Personnel Costs
5. Vehicle Maintenance

NCTPA Planning and Administration

The NCTPA administrative and planning budget is supported by local member agency funds, and Transportation Development Act (TDA) funds, FTA and Federal Highway Administration (FHWA) funds distributed by the Metropolitan Transportation Commission (MTC). NCTPA's FY 2013-14 planning and administration expenses are expected to be \$5,318,700, an increase of 16.6% over last fiscal year's budget of \$4,437,100. This increase is primarily due to agency support of several new NCTPA and member-agency projects that are scheduled and expected to be delivered in the fiscal year. A list of Congestion Management Agency (CMA) and transit projects is included as Attachment 1.

NCTPA Public Transit Services

The Transit operating budget represents the cost for the VINE, VINE Go, Taxi Scrip Program, American Canyon Transit, Yountville Trolley, the St. Helena VINE, and Calistoga Shuttle, which combined, provide over 700,000 passenger trips per year.

Public transit expenses are expected to increase by 16.3% in the new fiscal year due to expansion of service and frequency of the VINE system which included a complete overhaul of the routes. The budget also reflects 12 months of expanded service whereas last year's budget only included costs for expanded services for roughly seven months of service. Service levels have also been increased on the Yountville Trolley and Calistoga Shuttle, and \$189,600 has also been proposed as an operating contingency (not including the fuel contingency) for other possible system operating enhancements and adjustments.

Fuel costs have increased because of operational enhancements as well as increases in per gallon fuel prices. Fuel is budgeted at \$4.59 per gallon on average. If fuel costs continue to rise for a prolonged period of time, the agency will need to use revenues set aside for fuel contingency.

VINE

The VINE budget proposal recommends a 17.3% increase in overall expenses due to service expansion of VINE local routes, adding service (proposed Route 21) to Solano County which is grant funded; and expected increases in fueling costs. As previously mentioned, the increase reflects 12 full months of costs whereas the FY 2011-12 budget accounted for 7 months of service expansion costs.

VINE Go (Paratransit)

The VINE Go budget proposal recommends a proposed 3.2% increase due mainly to fuel costs. Other than a small increase for purchase transportation, no other material changes have been included in the budget.

American Canyon Transit

The American Canyon Transit budget proposal recommends a 14.2% increase due to fuel costs, providing additional service during the morning and evening commutes with larger VINE buses that must be driven to and from Napa, as well as a modest increase for purchase transportation.

St. Helena Shuttle

St. Helena Shuttle budget proposal recommends a 7.4% increase in costs due to fuel and purchase transportation. No other material changes are proposed at this time. However, a study is underway which may alter the St. Helena service later in the year. Any costs related to service expansion will be presented to the Board at a later future date.

Yountville Trolley

The Yountville Trolley budget proposal recommends a .7% increase due to purchase transportation costs.

Calistoga Shuttle

The Calistoga Shuttle budget proposal recommends a 25.3% increase due to service expansion of Calistoga Shuttle and fuel costs.

Taxi Scrip Program

The Taxi Scrip Program budget proposal recommends a 34% increase. The budget was significantly reduced for FY 2012-13 budget. The pricing redesign of this program was expected to drop a significant number of registrants, but this did not materialize. The increase proposes funding levels that were in place prior to the redesign.

Capital Projects

Capital investments are detailed in Attachment 1. Of the total proposed capital investments, 81% are carryover projects which were approved in FY 2012-13, but will not be delivered until FY 2013-14. As such, Board approval is necessary to allocate budget for these projects in FY 2013-14. The remaining 19% of the projects listed are new. Investments for the fiscal year include procuring additional vehicles, equipment, and facilities. The prior year's capital budget was dominated by the Soscol Gateway Transit Center project which is nearly complete.

SUPPORTING DOCUMENTS

Attachment: (1) Draft NCTPA FY 2013-14 Budget

Professional Fees/ Consultant Details

No.	Elective	Regulatory	CMA/Transit Special Projects/Studies	Funding	2012-2013	2013-2014	Status
1	✓	✓	Active Transportation Plan- Pedestrian Focused	CMA Planning	\$0	\$50,000	New Project
2	✓		Agriculture Vanpool program	TDA 8	12,000	20,000	Continued Funding
3	✓		American Canyon Park N Ride (RM2)	RM2/TPI (Fed)	-	35,000	Carryover (see Public Transit)
4	✓		Annual Report- NCTPA	TDA 8	-	10,000	New Project
5	✓	✓	BAAQMD- TFCA (2)	TFCA	188,000	400,000	Continued Funding, Increase Approp.
6	✓		Bike Plan Updates and Revisions	TDA 8	25,000	25,000	Carryover
7	✓		Bike Share Project	CMA Planning	-	5,000	New Project
8	✓		Capital Projects Dashboard	TDA 8	25,000	25,000	Carryover
9	✓		California Street Class II Bike Lane- City of Napa	PPM/CMA	-	50,000	New Project
10	✓	✓	Community-wide Based Transportation Plan- update (T transit)	Lifeline	80,000	80,000	Carryover
11	✓		Countywide Plan- Napa's Transportation Future (1)	CMA Planning	125,000	150,000	Carryover, Increase Budget
12	✓	✓	Disparity Study	CMA Planning	-	50,000	New Project
13	✓		Gateway Corridor - Hwy 29 Study	Federal	300,000	250,000	Carryover, Remaining Balance
14	✓	✓	Limited English Proficiency	TDA 8	-	100,000	New Project
15	✓		Napa Valley Vine Trail (multiyear)	Federal	1,000,000	1,000,000	Carryover
16	✓		Onboard Surveys	CMA Planning	-	50,000	New Project
17	✓		Project Study Report/PID (Calistoga)	PPM/CMA	150,000	200,000	Carryover, Increase Budget
18	✓		Safe Routes To Schools (Caltrans)	SR2S	244,000	250,000	Carryover, Remaining Balance
19	✓		Soscal Flyover study (CMA/TLU)	PPM/CMA	-	100,000	New Project
20	✓		State Advocacy Services- Lobbying Services (TDA Planning)	TDA 8	-	35,000	Continued Funding
21	✓	✓	Transit Service Route Assessment	TDA 8	-	49,500	New Project
22	✓	✓	Travel Demand Update (1)	CMA Planning	-	50,000	New Project
23	✓		Travelers Information Study	CMA Planning	-	150,000	New Project
24	✓		Website Enhancements- Upgrades	TDA 8	-	15,000	Continued Funding
25	✓		Maintenance Yard and Fueling Feasibility Study	TDA 8	-	175,000	Carryover, Remaining Balance
			Website Redesign (FHWA)	FHWA	100,000	-	
			Long Term Financial Outreach (CMA/TLU)	CMA Planning	55,000	-	
			On Call Financial Advisory Services	TDA 8	75,000	-	
			St. Helena Transit Study (St. Helena)	CMA Planning	20,000	-	
			sub-RHNA Sustainability	RHNA	30,000	-	
			TOTAL CMA SPECIAL PROJECTS		\$2,429,000	3,324,500	
26	✓		Public Transit Special Projects	Funding	2012-2013	2013-2014	
			Consulting Services for New Flyer Buses	TDA	-	\$85,000	Continued Funding
			American Canyon Park N Ride (siteID, purchase, design, construct. Am Can)	RM2	35,000	-	
			Napa Valley College Transit Center (VINE)	TDA	35,000	-	
					\$70,000	\$85,000	
			TOTAL PROFESSIONAL FEES/ CONSULTING SERVICES		\$2,499,000	\$3,409,500	

Notes

- (1) Pursue Outside Funding
- (2) Increase Appropriation to match progress payment

	2012-2013	2013-2014	
Carryover, Continued Funding	\$664,500	\$85,000	19%
New Projects	2,745,000	2,745,000	81%
	\$3,409,500	\$3,409,500	100%
Regulatory Elective	\$779,500	\$779,500	23%
	2,630,000	2,630,000	77%
	\$3,409,500	\$3,409,500	100%

NEW CAPITAL INVESTMENTS 2013-2014

PROJECT DEPT	TOTALS	VEHICLES					FACILITIES					EQUIPMENT					
		VI. 3 VME Go Vans 6302001 Secured	VII. 4 VME Buses 6302002 Secured	VIII. American Canyon Replacement Vehicles 6302004 Awaiting 18 Bond Sale	IX. Used Rolling Stock 6302002 Secured	X. Youmtville PRR Lot Enhancements 6302005 Secured	XI. RV College HB Shelter 6302002 Awaiting 12 Bond Sale	XII. American Canyon Park & Ride 6302004 Secured	XIII. CNG Fueling Station 6302002 Secured	XIV. 80 Trunk Center Enhancements 6302002 Secured	XV. Vedas Portable Facilities Unit 6302002 Secured	XVI. Bus Washer 6302002 Secured	XVII. Asset Management Database 6302001 Secured	XVIII. Automatic Passenger Counters 6302002 Secured	XIX. Fare Box Modernization Phase 2 6302002 Secured	XX. Trash Yard Equipment Upgrade 6302002 Secured	XXI. Security Enhancements 6302002 Secured
Funding Sources:	2,456,000																
FTA State of Good Repair	5,647,800	50,000	2,376,000	50,000	50,000			3,000,000		150,000	200,000	100,000	500,000	400,000	80,000	25,000	
STATE: TDA (LTF)	598,000	192,000	772,800	192,000	50,000	250,000			100,000								
STATE: Prop. 1B	200,000					160,000											
MTC: RM2 Capital																	
Other Funds																	
TOTAL FOR YEAR	\$8,901,800	\$242,000	\$3,148,800	\$242,000	\$50,000	\$274,000	\$400,000	\$3,000,000	\$100,000	\$150,000	\$200,000	\$100,000	\$500,000	\$400,000	\$80,000	\$25,000	
TOTAL PROJECT COSTS	\$8,901,800	\$242,000	\$3,148,800	\$242,000	\$50,000	\$274,000	\$400,000	\$3,000,000	\$100,000	\$150,000	\$200,000	\$100,000	\$500,000	\$400,000	\$80,000	\$25,000	
Carryover, Previously approved	\$7,254,800																
New Projects	\$1,647,000																
	\$8,901,800																

Approved FY13 81%
 Approved FY14 12%
 100%

Budget Inputs-CONSOLIDATED CMA and PUBLIC TRANSIT

Statement of Revenue, Expenses

Updated 3/25/13 at 1:38pm

	A	B	C	D	F
				(C-A)	Draft - Approved
	APPROVED BUDGET FY 2012-13	PROJECTION FY2012-13	DRAFT BUDGET FY2013-14	\$ Difference	% Difference
OPERATING REVENUES					
REV- OPERATIONS					
1 Farebox	1,063,500	1,071,800	1,189,000	125,500	10.8%
2 Farebox Contribution	87,500	75,100	98,300	10,800	11.0%
3 Ad Revenue and Other Operating Revenue	48,100	39,300	50,900	5,900	3.5%
4 TOTAL - OPERATIONAL REVENUE	1,200,100	1,186,200	1,338,200	138,100	16.3%
5					
6 TOTAL- Transportation Development Act	5,164,800	5,379,700	5,852,800	688,000	11.8%
7					
REV- INTERGOVERNMENTAL					
9 Federal: FTA 5307, Operating	1,555,200	1,555,200	1,555,200	-	0.0%
10 Federal: FTA 5311 Operating	253,900	253,900	278,800	24,900	82.8%
11 Federal: FHWA 20.205	1,075,000	882,300	928,000	(77,000)	-7.7%
12 Federal: Other	1,012,000	700,000	1,250,000	238,000	19.0%
13 State: State Transit Assistance (STA)	1,540,900	933,200	1,514,400	(26,500)	-1.7%
14 Regional: Other	25,000	4,700	481,700	436,700	94.8%
15 Regional: MTC	891,800	390,000	425,000	(436,800)	-102.8%
16 PPM	24,000	24,000	117,000	93,000	79.5%
17 State: Other	211,000	-	549,700	338,700	81.8%
18 Jurisdictions	-	-	238,300	238,300	100.0%
19 TFCA	188,000	-	200,000	12,000	6.0%
20 TFCA Admin	-	-	10,000	10,000	100.0%
21 AVAA	136,000	136,000	136,000	-	0.0%
22 Interfund Revenue	-	289,200	347,000	347,000	100.0%
23 TOTAL- INTERGOVERNMENTAL REV	6,882,800	4,978,500	6,479,100	1,596,300	18.8%
24					
25 INTEREST	23,600	22,000	26,800	3,000	11.3%
26					
27 TOTAL REVENUES	\$13,271,300	\$11,566,400	\$15,696,700	\$2,425,400	15.5%
28					
OPERATING EXPENSES					
PERSONNEL COSTS					
31 Salaries and Wages	1,285,000	1,198,000	1,238,800	(26,200)	-2.1%
32 Employer Payroll Taxes	21,000	33,000	36,000	15,000	41.7%
34 Retirement	140,000	126,000	143,500	3,500	2.4%
35 Dental/Vision/Life/LTD	12,000	600	24,000	12,000	50.0%
36 Health	155,000	148,000	140,400	(14,600)	-10.4%
37 Medicare	20,000	14,700	17,400	(2,600)	-14.9%
38 Employee Assistance Program (EAP)	3,000	-	3,000	-	0.0%
39 Workers Compensation	7,500	8,000	8,400	900	10.7%
40 OPEB Contribution	23,000	23,000	27,000	4,000	14.9%
41 457 Employer Contribution	12,000	-	12,000	-	0.0%
42 Other Benefits Expense	-	-	-	-	0.0%
43 Salary Chargeback to Public Transit	-	5,900	21,900	21,900	100.0%
44 TOTAL PERSONNEL COSTS	1,858,500	1,557,200	1,672,400	13,900	0.8%
45					
OPERATING EXPENSES					
46 Administration Services	12,300	12,300	12,300	-	0.0%
47 Accounting/Auditing Services	81,000	85,300	87,000	6,000	8.2%
48 Information Technology Service	76,000	78,100	81,300	3,300	4.1%
50 Legal Services	99,400	99,900	74,000	(25,400)	-34.3%
51 Temporary/Contract Help	-	-	20,000	20,000	100.0%
52 Professional Fees	2,554,000	778,700	3,409,500	855,500	25.1%
53 Security Services	5,000	5,000	5,000	-	0.0%
54 Maintenance-Equipment	38,000	38,000	47,000	9,000	19.1%
55 Purchase-Transportation	6,136,500	6,565,200	7,288,000	1,151,900	15.9%
56 Maintenance-Buildings/Improvem	33,000	8,000	58,800	25,800	43.9%
57 Maintenance-Vehicles	250,000	240,000	237,000	(13,000)	-5.9%
58 Rents and Leases - Equipment	8,000	8,000	9,600	1,600	18.7%
59 Rents and Leases - Bldg/Land	70,700	75,800	35,000	(35,700)	-102.0%
60 Insurance - Premiums	55,000	51,500	85,000	10,000	15.4%
61 Communications/Telephone	8,200	8,200	8,400	2,000	28.2%
62 Advertising/Marketing	225,000	188,400	227,000	2,000	0.9%
63 Printing & Binding	55,700	56,900	56,300	600	1.1%
64 Bank Charges	1,200	1,200	1,200	-	0.0%
65 Public/Legal Notices	1,000	3,000	5,200	4,200	80.8%
66 Training-Conference Expenses	45,900	38,000	45,000	-	0.0%
67 Business Travel/Mileage	11,000	8,500	5,000	(6,000)	-120.0%
68 Office Expenses	38,000	38,000	38,000	0.0%	
69 Freight/Postage	3,000	7,200	8,800	3,800	54.5%
70 Books/Periodicals/Subscriptions	2,000	600	2,000	-	0.0%
71 Memberships/Certifications	8,000	400	15,000	7,000	46.7%
72 Utilities - Electric	35,000	14,800	50,400	15,400	30.8%
73 Fuel	1,301,500	1,348,600	1,503,400	301,800	16.8%
74 AVAA	136,000	136,000	136,000	-	0.0%
75 Fuel Contingency (1)	129,500	119,300	145,700	18,200	11.1%
76 Operations Contingency (2)	183,800	53,800	239,600	55,800	23.3%
77 TOTAL OPERATING EXPENSES	11,812,800	10,009,200	14,024,300	2,411,500	17.2%
78					
79 TOTAL OPERATING COSTS	\$13,271,300	\$11,566,400	\$15,696,700	\$2,425,400	15.5%
80					
NET CHANGE IN OPERATIONS					
81					
82 Depreciation Expense	1,121,000	1,155,000	1,782,000	641,000	36.4%
83					
84					
85					
CAPITAL REVENUES					
87					
89 Federal: FTA 5307, Capital	3,164,200	1,085,100	2,456,000	(708,200)	-28.8%
90 State: Prop. 1B Capital	1,139,500	192,000	408,000	(733,500)	-180.7%
91 RM2 Capital	2,394,200	1,791,332	200,000	(2,194,200)	-1097.1%
92 Local Transit Capital/ STA (TDA)	2,293,100	3,808,700	5,847,800	3,444,700	81.9%
93 Other Government Agencies	-	-	192,000	192,000	100.0%
94 TOTAL CAPITAL REVENUES	8,991,000	6,878,132	6,901,800	800	0.0%
95					
CAPITAL PURCHASES					
96					
98 Security Equipment	20,000	25,000	25,000	5,000	20.0%
99 Equipment	1,160,400	1,710,300	1,180,000	19,900	1.7%
100 Vehicles	4,820,800	2,217,000	3,682,800	(1,237,800)	-33.8%
101 Buildings- Transit Center	2,800,000	2,400,000	100,000	(2,500,000)	-2900.0%
102 Buildings & Improvements	200,000	515,832	3,514,000	3,714,000	94.8%
103 TOTAL CAPITAL EXPENSES	8,991,000	6,878,132	6,901,800	800	0.0%
104					
105 NET CHANGE IN CAPITAL	-	-	-	-	0.0%
106					
TOTAL BUDGET	\$ 23,283,300	\$ 19,589,532	\$ 26,388,500	\$ 3,067,200	11.8%
Increase w/o Contingencies	2,339,500	16.1%			
PUBLIC TRANSIT STATISTICS					
Estimated Passengers	570,500	600,300	708,400		
Cost Per Passenger	\$15.49	\$14.94	\$14.18		
Estimated Service Hours	79,377	100,573	118,178		
Cost Per Hour of Service- Fully Burdened	\$184.45	\$85.10	\$83.35		
OTHER NOTES					
\$4.50					
Price Per Gallon of Fuel					
Approximately 382,000 gallons					
(1) 10% contingency for fuel costs.					
(2) 2% contingency for operating expenses not including fuel and depreciation.					

Budget Inputs-CMA

Statement of Revenue, Expenses

Updated 3/25/13 at 1:08pm

	A	B	C	D	F
				(C-A) Draft - Approved	
	APPROVED BUDGET FY 2012-13	PROJECTION FY2012-13	DRAFT BUDGET FY2013-14	\$ Difference	% Difference
OPERATING REVENUES					
REV- OPERATIONS					
1 Farebox	-	-	-	-	0.0%
2 Farebox Contribution	-	-	-	-	0.0%
3 Ad Revenue and Other Operating Revenue	-	1,600	-	-	0.0%
4 TOTAL - OPERATIONAL REVENUE	-	1,600	-	-	0.0%
5					
6 TOTAL- Transportation Development Act	746,300	746,300	995,000	248,700	25.0%
7					
REV- INTERGOVERNMENTAL					
11 Federal: FHWA 20.205	1,075,000	692,300	998,000	(77,000)	-7.7%
12 Federal: Other	1,012,000	700,000	1,250,000	238,000	19.0%
13 State: State Transit Assistance (STA)	544,000	-	-	(544,000)	0.0%
14 Regional: Other	25,000	4,700	461,700	436,700	94.6%
15 Regional: MTC	471,800	-	35,000	(436,800)	-1248.0%
16 PPM	24,000	24,000	117,000	93,000	79.5%
17 State: Other	211,000	-	549,700	338,700	61.6%
18 Jurisdictions	-	-	236,300	236,300	100.0%
19 TFCA	188,000	-	200,000	12,000	6.0%
20 TFCA Admin	-	-	10,000	10,000	100.0%
21 AVAA	136,000	136,000	136,000	-	0.0%
22 Interfund Revenue	-	289,200	347,000	347,000	100.0%
23 TOTAL- INTERGOVERNMENTAL REV	3,669,800	1,846,200	4,340,700	653,900	15.1%
24					
25 INTEREST	4,000	5,000	8,000	4,000	50.0%
26					
27 TOTAL REVENUES	4,437,100	2,599,100	5,343,700	906,600	17.0%
28					
OPERATING EXPENSES					
PERSONNEL COSTS					
31 Salaries and Wages	1,265,000	1,198,000	1,238,800	(26,200)	-2.1%
32 Employer Payroll Taxes	21,000	33,000	36,000	15,000	41.7%
33 Retirement	140,000	126,000	143,500	3,500	2.4%
34 Other Benefits (Dental, LTD, Vision)	12,000	600	24,000	12,000	50.0%
35 Health	155,000	148,000	140,400	(14,600)	-10.4%
36 Medicare	20,000	14,700	17,400	(2,600)	-14.9%
37 Employee Assistance Program (EAP)	3,000	-	3,000	-	0.0%
38 Workers Compensation	7,500	8,000	8,400	900	10.7%
39 OPEB Contribution	23,000	23,000	27,000	4,000	14.8%
40 457 Employer Contribution	12,000	-	12,000	-	0.0%
41 Cell Phone	-	-	-	-	0.0%
42 Salary Chargeback to Public Transit	(267,500)	(283,000)	(312,000)	(44,500)	-14.3%
43					
44 TOTAL PERSONNEL COSTS	1,391,000	1,268,300	1,338,500	(52,500)	-3.9%
45					
OPERATING EXPENSES					
46 Administration Services	12,300	12,300	12,300	-	0.0%
47 Accounting/Auditing Services	65,000	65,000	70,000	5,000	7.1%
48 Information Technology Service	60,000	60,000	60,000	-	0.0%
49 Legal Services	90,000	90,000	63,000	(27,000)	-42.9%
50 Temporary/Contract Help	-	-	10,000	10,000	100.0%
51 Consulting Services	2,429,000	778,700	3,324,500	895,500	26.9%
52 Security Services	5,000	5,000	5,000	-	0.0%
53 Maintenance-Equipment	3,000	3,000	12,000	9,000	75.0%
54 Maintenance-Buildings/Improvem	30,000	5,000	52,800	22,800	43.2%
55 Maintenance-Vehicles	-	-	2,000	2,000	100.0%
56 Rents and Leases - Equipment	8,000	8,000	9,600	1,600	18.7%
57 Rents and Leases - Bldg/Land	37,000	41,000	-	(37,000)	0.0%
58 Insurance - Premiums	35,000	31,500	50,000	15,000	30.0%
59 Communications/Telephone	6,000	6,000	6,000	-	0.0%
60 Advertising/Marketing	2,000	3,200	4,000	2,000	50.0%
61 Printing & Binding	4,000	7,200	10,000	6,000	60.0%
62 Bank Charges	1,200	1,200	1,200	-	0.0%
63 Public/ Legal Notices	1,000	1,000	3,200	2,200	68.8%
64 Training Conference Expenses	25,000	18,000	25,000	-	0.0%
65 Business Travel/Mileage	9,000	6,500	5,000	(4,000)	-80.0%
66 Office Expenses	30,000	30,000	30,000	-	0.0%
67 Freight/Postage	2,000	6,200	5,600	3,600	64.3%
68 Books/Periodicals/Subscriptions	2,000	600	2,000	-	0.0%
69 Memberships/Certifications	1,000	400	15,000	14,000	93.3%
70 Utilities - Electric	10,000	10,000	36,000	26,000	72.2%
71 Fuel	5,000	5,000	5,000	-	0.0%
72 AVAA	136,000	136,000	136,000	-	0.0%
73 Fuel Contingency (1)	-	-	-	-	0.0%
74 Operations Contingency (2)	37,600	-	50,000	12,400	24.8%
75					
76 TOTAL OPERATING EXPENSES	3,048,100	1,330,800	4,005,200	959,100	23.9%
77					
78 TOTAL OPERATING COSTS	4,437,100	2,599,100	5,343,700	906,600	17.0%
79					
80 NET CHANGE IN OPERATIONS	-	-	-	-	0.0%
81					
82 Depreciation Expense	15,000	15,000	30,000	15,000	50.0%
83					
CAPITAL REVENUES					
84					
85					
86					
87 Local Transit Capital/ STA (TDA)	-	-	-	-	0.0%
88 Other Government Agencies	-	-	-	-	0.0%
89					
90 TOTAL CAPITAL REVENUES	-	-	-	-	0.0%
91					
CAPITAL PURCHASES					
92					
93 Equipment	-	-	-	-	0.0%
94 Vehicles	-	-	-	-	0.0%
95 Buildings- Transit Center	-	-	-	-	0.0%
96 Buildings & Improvements	-	-	-	-	0.0%
97					
98 TOTAL CAPITAL EXPENSES	-	-	-	-	0.0%
99					
100 NET CHANGE IN CAPITAL	-	-	-	-	0.0%
101					
102					
103					
104					
105					
106					

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

Increase w/o Contingencies; Professional Fees (1,300) -0.1%

OTHER NOTES
 Estimated Passengers
 Cost Per Passenger

Budget Inputs- VINE FAMILY TRANSIT OF SERVICES

Statement of Revenue, Expenses

	A	B	C	D	F
				(C-A)	
				Draft - Approved	
				\$ Difference	% Difference
OPERATING REVENUES					
REV- OPERATIONS					
1 Farebox	1,063,500	1,071,800	1,189,000	125,500	10.6%
2 Farebox Contribution	87,500	75,100	98,300	10,800	11.0%
3 Ad Revenue and Other Operating Revenue	49,100	37,700	50,900	1,800	3.5%
4 TOTAL - OPERATIONAL REVENUE	1,200,100	1,184,600	1,338,200	138,100	10.3%
5					
6 TOTAL- Transportation Development Act	4,418,500	4,633,400	4,857,800	439,300	9.0%
7					
8 REV- INTERGOVERNMENTAL					
9 Federal: FTA 5307, Operating	1,555,200	1,555,200	1,555,200	-	0.0%
10 Federal: FTA 5311 Operating	253,900	253,900	878,800	424,900	62.6%
11 Federal: Other	-	-	-	-	0.0%
12 State: State Transit Assistance (STA)	996,900	933,200	1,514,400	517,500	34.2%
13 Regional: Other	-	-	-	-	0.0%
14 Regional: MTC	390,000	390,000	390,000	-	0.0%
15 TOTAL- INTERGOVERNMENTAL REV	3,196,000	3,132,300	4,138,400	942,400	22.8%
16					
17 INTEREST	19,600	17,000	18,600	(1,000)	-5.4%
18					
19 TOTAL REVENUES	8,834,200	8,967,300	10,353,000	1,518,800	14.7%
20					
OPERATING EXPENSES					
PERSONNEL COSTS					
43 Salary Chargeback to Public Transit	267,500	288,900	333,900	66,400	19.9%
44 TOTAL PERSONNEL COSTS	267,500	288,900	333,900	66,400	19.9%
45					
46 OPERATING EXPENSES					
48 Accounting/Auditing Services	26,000	20,300	27,000	1,000	3.7%
49 Information Technology Service	18,000	18,100	21,300	3,300	15.5%
50 Legal Services	9,400	9,900	11,000	1,600	14.5%
51 Temporary/Contract Help	-	-	10,000	10,000	100.0%
52 Professional Fees	125,000	-	85,000	(40,000)	-47.1%
53 Security Services	-	-	-	-	0.0%
54 Maintenance-Equipment	35,000	35,000	35,000	-	0.0%
55 Purchase-Transportation	6,136,500	6,565,000	7,288,000	1,151,500	15.8%
56 Maintenance-Buildings/Improvem	3,000	3,000	8,000	3,000	50.0%
57 Maintenance-Vehicles	250,000	240,000	235,000	(15,000)	-6.4%
58 Rents and Leases - Equipment	-	-	-	-	0.0%
59 Rents and Leases - Bldg/Land	33,700	34,800	35,000	1,300	3.7%
60 Insurance - Premiums	20,000	20,000	15,000	(5,000)	-33.3%
61 Communications/Telephone	200	200	2,400	2,200	91.7%
62 Advertising/Marketing	223,000	183,200	223,000	-	0.0%
63 Printing & Binding	51,700	49,700	48,300	(5,400)	-11.7%
64 Bank Charges	-	-	-	-	0.0%
65 Public/ Legal Notices	-	2,000	2,000	2,000	100.0%
66 Training Conference Expenses	20,000	20,000	20,000	-	0.0%
67 Business Travel/Mileage	2,000	-	-	(2,000)	0.0%
68 Office Expenses	8,000	8,000	8,000	-	0.0%
69 Freight/Postage	1,000	1,000	1,000	-	0.0%
70 Books/Periodicals/Subscriptions	-	-	-	-	0.0%
71 Memberships/Certifications	7,000	-	-	(7,000)	0.0%
72 Utilities - Electric	25,000	4,800	14,400	(10,800)	-73.6%
73 Fuel	1,296,500	1,343,900	1,998,400	301,900	18.9%
74 AVAA	-	-	-	-	0.0%
75 Fuel Contingency (1)	129,500	119,300	145,700	16,200	11.1%
76 Operations Contingency (2)	146,200	-	189,600	43,400	22.9%
77 TOTAL OPERATING EXPENSES	8,566,700	8,678,400	10,019,100	1,452,400	14.5%
78					
79 TOTAL OPERATING COSTS	8,834,200	8,967,300	10,353,000	1,518,800	14.7%
80					
81 NET CHANGE IN OPERATIONS	-	-	-	-	0.0%
82					
83 Depreciation Expense	1,108,000	1,140,000	1,732,000	628,000	36.1%
84					
85					
CAPITAL REVENUES					
89 Federal: FTA Capital	3,164,200	1,085,100	2,458,000	(708,200)	-28.8%
90 State: Prop. 1B Capital	1,139,500	192,000	406,000	(733,500)	-180.7%
91 RM2 Capital	2,364,200	1,781,332	200,000	(2,194,200)	-1097.1%
92 Local Transit Capital/ STA (TDA)	2,203,100	3,809,700	5,847,800	3,444,700	61.0%
93 Other Government Agencies	-	-	192,000	192,000	100.0%
94 TOTAL CAPITAL REVENUES	8,901,000	6,878,132	8,901,800	800	0.0%
95					
CAPITAL PURCHASES					
98 Security Equipment	20,000	25,000	25,000	5,000	20.0%
99 Equipment	1,180,400	1,710,300	1,180,000	19,600	1.7%
100 Vehicles	4,920,600	2,227,000	3,682,800	(1,237,800)	-33.6%
101 Buildings- Transit Center	2,600,000	2,400,000	100,000	(2,500,000)	-2500.0%
102 Buildings & Improvements	200,000	515,832	3,914,000	3,714,000	94.9%
103 TOTAL CAPITAL EXPENSES	8,901,000	8,878,132	8,901,800	800	0.0%
104					
105 NET CHANGE IN CAPITAL	-	-	-	-	0.0%

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

Increase w/o Contingencies	\$1,392,800	16.3%
----------------------------	-------------	-------

PUBLIC TRANSIT STATISTICS

	A	B	C
Estimated Passengers	570,500	600,300	708,400
Cost Per Passenger	\$15.49	\$14.94	\$14.18
Estimated Service Hours	79,377	100,573	116,178
Cost Per Hour of Service- Fully Burdened	\$104.45	\$85.10	\$83.35

OTHER NOTES

Budget Inputs- VINE Go

Statement of Revenue, Expenses

Updated 3/15/13 at 2:16pm

	A	B	C	D	F
				(C-A)	
				Draft - Approved	
				\$ Difference	% Difference
OPERATING REVENUES					
REV- OPERATIONS					
1 Farebox	85,000	81,000	84,000	(1,000)	-1.2%
3 Ad Revenue and Other Operating Revenue		-	-	-	0.0%
4 TOTAL - OPERATIONAL REVENUE	85,000	81,000	84,000	(1,000)	-1.2%
5					
6 TOTAL- Transportation Development Act	908,400	816,400	820,100	(88,300)	-10.8%
7					
8 REV- INTERGOVERNMENTAL					
9 Federal: FTA 5307, Operating	300,000	300,000	300,000	-	0.0%
13 State: State Transit Assistance (STA)	139,300	139,300	275,800	136,500	49.5%
14 Regional: Other	-	-	-	-	0.0%
23 TOTAL- INTERGOVERNMENTAL REV	439,300	439,300	575,800	136,500	23.7%
24					
25 INTEREST	1,000	1,000	1,000	-	0.0%
26					
27 TOTAL REVENUES	1,433,700	1,337,700	1,480,900	47,200	3.2%
28					
OPERATING EXPENSES					
31 PERSONNEL COSTS					
43 Salary Chargeback to Public Transit	25,000	29,000	50,000	25,000	50.0%
44 TOTAL PERSONNEL COSTS	25,000	29,000	50,000	25,000	50.0%
45					
46 OPERATING EXPENSES					
48 Accounting/Auditing Services	5,000	2,500	4,800	(200)	-4.2%
49 Information Technology Service	2,500	1,500	2,000	(500)	-25.0%
50 Legal Services	2,000	2,000	2,000	-	0.0%
55 Purchase Transportation	1,135,000	1,080,000	1,132,000	(3,000)	-0.3%
57 Maintenance-Vehicles	10,000	-	20,000	10,000	50.0%
59 Rents and Leases - Bldg/Land	4,000	4,000	4,000	-	0.0%
62 Advertising/Marketing	10,000	7,600	10,000	-	0.0%
63 Printing & Binding	1,700	900	2,000	300	15.0%
67 Business Travel/Mileage	1,000	-	-	(1,000)	0.0%
68 Office Expenses	1,200	1,200	1,200	-	0.0%
73 Fuel	190,000	190,000	204,000	14,000	6.9%
75 Fuel Contingency (1)	19,000	19,000	20,400	1,400	6.9%
76 Operations Contingency (2)	27,300	-	28,500	1,200	4.2%
77 TOTAL OPERATING EXPENSES	1,408,700	1,308,700	1,430,900	22,200	1.6%
78					
79 TOTAL OPERATING COSTS	1,433,700	1,337,700	1,480,900	47,200	3.2%
80					
81 NET CHANGE IN OPERATIONS	-	-	-	-	0.0%
82					
83 Depreciation Expense	75,000	88,000	115,000	40,000	34.8%
84					
85					
86					
CAPITAL REVENUES					
90 State: Prop. 1B Capital	210,300	192,000	192,000	(18,300)	-9.5%
92 Local Transit Capital/ STA (TDA)	16,500	50,000	50,000	33,500	67.0%
94 TOTAL CAPITAL REVENUES	226,800	242,000	242,000	15,200	6.3%
95					
CAPITAL PURCHASES					
100 Vehicles	226,800	242,000	242,000	15,200	6.3%
103 TOTAL CAPITAL EXPENSES	226,800	242,000	242,000	15,200	6.3%
104					
105 NET CHANGE IN CAPITAL	-	-	-	-	0.0%

(1) 10% contingency for fuel costs.

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

Increase w/o Contingencies	\$44,600	3.2%
----------------------------	----------	------

VINE GO TRANSIT STATISTICS

Estimated Passengers	19,500	18,000	18,900
Cost Per Passenger	\$73.52	\$74.32	\$75.77
Estimated Service Hours	17,645	17,645	17,645
Cost Per Hour of Service- Fully Burdened	\$77.21	\$73.09	\$78.32

Budget Inputs-VINE
Statement of Revenue, Expenses

Updated 3/25/13 at 1:08pm

	A	B	C	D	F
	APPROVED BUDGET FY 2012-13	PROJECTION FY2012 13	DRAFT BUDGET FY2013-14	(C-A) Draft - Approved \$ Difference	% Difference
OPERATING REVENUES					
REV- OPERATIONS					
1 Farebox	890,000	900,000	1,010,000	120,000	11.9%
2 Farebox Contribution	-	-	-	-	0.0%
3 Ad Revenue and Other Operating Revenue	16,200	6,000	18,000	1,800	10.0%
4 TOTAL - OPERATIONAL REVENUE	908,200	906,000	1,028,000	121,800	11.8%
5					
6 TOTAL- Transportation Development Act	3,214,600	3,469,000	3,616,400	401,800	11.1%
7					
REV- INTERGOVERNMENTAL					
9 Federal: FTA 5307, Operating	1,195,200	1,195,200	1,195,200	-	0.0%
10 Federal: FTA 5311 Operating	70,000	70,000	375,200	305,200	81.3%
12 Federal: Other	-	-	-	-	0.0%
13 State: State Transit Assistance (STA)	319,700	319,700	767,400	447,700	58.3%
14 Regional: Other	-	-	-	-	0.0%
15 Regional: MTC	390,000	390,000	390,000	-	0.0%
23 TOTAL-INTERGOVERNMENTAL REV	1,974,900	1,974,900	2,727,800	752,900	27.6%
24					
25 INTEREST	10,000	8,000	10,000	-	0.0%
26					
27 TOTAL REVENUES	6,105,700	6,357,900	7,382,200	1,276,500	17.3%
28					
OPERATING EXPENSES					
PERSONNEL COSTS					
43 Salary Chargeback to Public Transit	225,000	246,400	267,600	42,600	15.9%
44 TOTAL PERSONNEL COSTS	225,000	246,400	267,600	42,600	15.9%
45					
OPERATING EXPENSES					
48 Accounting/Auditing Services	15,500	12,000	15,500	-	0.0%
49 Information Technology Service	11,500	11,500	11,500	-	0.0%
50 Legal Services	6,000	6,000	6,000	-	0.0%
51 Temporary/Contract Help	-	-	10,000	10,000	100.0%
52 Consulting Services	85,000	-	85,000	-	0.0%
54 Maintenance-Equipment	35,000	35,000	35,000	-	0.0%
55 Purchase/Transportation	3,974,000	4,439,200	5,022,000	1,048,000	20.9%
56 Maintenance-Buildings/Improvem	3,000	3,000	6,000	3,000	50.0%
57 Maintenance-Vehicles	240,000	240,000	200,000	(40,000)	-20.0%
59 Rents and Leases - Bldg/Land	25,000	25,000	25,000	-	0.0%
60 Insurance - Premiums	20,000	20,000	15,000	(5,000)	-33.3%
61 Communications/Telephone	200	200	2,400	2,200	91.7%
62 Advertising/Marketing	175,000	150,000	175,000	-	0.0%
63 Printing & Binding	37,700	37,000	32,000	(5,700)	-17.9%
65 Public/ Legal Notices	-	2,000	2,000	2,000	100.0%
66 Training Conference Expenses	20,000	20,000	20,000	-	0.0%
67 Business Travel/Mileage	1,000	-	-	(1,000)	0.0%
68 Office Expenses	4,500	4,500	4,500	-	0.0%
69 Freight/Postage	1,000	1,000	1,000	-	0.0%
71 Memberships/Certifications	7,000	-	-	(7,000)	0.0%
72 Utilities - Electric	25,000	4,800	14,400	(10,800)	-73.6%
73 Fuel	1,003,000	1,000,000	1,200,000	197,000	16.4%
75 Fuel Contingency (1)	100,300	100,300	100,300	-	0.0%
76 Operations Contingency (2)	91,000	-	132,000	41,000	31.1%
77 TOTAL OPERATING EXPENSES	5,880,700	6,111,500	7,114,600	1,233,900	17.3%
78					
79 TOTAL OPERATING COSTS	6,105,700	6,357,900	7,382,200	1,276,500	17.3%
80					
81 NET CHANGE IN OPERATIONS	-	-	-	-	0.0%
82					
83 Depreciation Expense	950,000	950,000	1,500,000	550,000	36.7%
84					
85					
CAPITAL REVENUES					
87 Federal: FTA Capital	2,981,000	1,085,100	2,456,000	(525,000)	-21.4%
90 State: Prop. 1B Capital	750,400	-	214,000	(536,400)	-250.7%
91 RM2 Capital	2,244,200	1,640,200	-	(2,244,200)	0.0%
92 Local Transit Capital/ STA (TDA)	2,115,300	3,759,700	5,297,800	3,182,500	60.1%
93 Other Government Agencies	-	-	-	-	0.0%
94 TOTAL CAPITAL REVENUES	8,090,900	6,485,000	7,967,800	(123,100)	-1.5%
95					
CAPITAL PURCHASES					
98 Security Equipment	20,000	25,000	25,000	5,000	20.0%
99 Equipment	1,160,400	1,710,300	1,180,000	19,600	1.7%
100 Vehicles	4,310,500	1,985,000	3,198,800	(1,111,700)	-34.8%
101 Buildings- Transit Center	2,600,000	2,400,000	100,000	(2,500,000)	-2500.0%
102 Buildings & Improvements	-	364,700	3,464,000	3,464,000	100.0%
103 TOTAL CAPITAL EXPENSES	8,090,900	6,485,000	7,967,800	(123,100)	-1.5%
104					
105 NET CHANGE IN CAPITAL	-	-	-	-	0.0%

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

Increase w/o Contingencies	1,235,500	20.9%
----------------------------	-----------	-------

VINE TRANSIT STATISTICS

Estimated Passengers	475,000	500,000	600,000
Cost Per Passenger	\$12.45	\$12.52	\$11.92
Estimated Service Hours	65,300	84,100	98,000
Cost Per Hour of Service- Fully Burdened	\$87.13	\$71.48	\$70.23

OTHER NOTES

10. Funding for Route 20 (Solano) and 25 (Sonoma)
12. Transit Performance Initiative Funds

Budget Inputs- Taxi Scrip

Statement of Revenue, Expenses

A B C D F

Updated 3/25/13 at 1:08pm

(C-A)
Draft - Approved

	A	B	C	D	F
	APPROVED BUDGET FY 2012-13	PROJECTION FY2012-13	DRAFT BUDGET FY2013-14	\$ Difference	% Difference
OPERATING REVENUES					
REV- OPERATIONS					
1 Farebox	65,000	64,000	65,000	-	0.0%
4 TOTAL - OPERATIONAL REVENUE	65,000	64,000	65,000	-	0.0%
5					
6 TOTAL- Transportation Development Act	58,500	84,800	101,200	42,700	42.2%
7					
REV- INTERGOVERNMENTAL					
23 TOTAL - INTERGOVERNMENTAL REV	-	-	-	-	0.0%
24					
25 INTEREST	2,500	2,000	1,600	(900)	-56.3%
26					
27 TOTAL REVENUES	126,000	150,800	167,800	41,800	24.9%
28					
OPERATING EXPENSES					
PERSONNEL COSTS					
43 Salary Chargeback to Public Transit	2,500	4,300	4,300	1,800	41.9%
44 TOTAL PERSONNEL COSTS	2,500	4,300	4,300	1,800	41.9%
45					
OPERATING EXPENSES					
48 Accounting/Auditing Services	1,600	1,600	1,600	-	0.0%
49 Information Technology Service	800	800	800	-	0.0%
50 Legal Services	-	-	-	-	0.0%
55 Purchase Transportation	110,000	135,000	149,000	39,000	26.2%
59 Rents and Leases - Bldg/Land	1,000	2,000	2,000	1,000	50.0%
63 Printing & Binding	6,800	6,800	6,800	-	0.0%
68 Office Expenses	300	300	300	-	0.0%
76 Operations Contingency (2)	3,000	-	3,000	-	0.0%
77 TOTAL OPERATING EXPENSES	123,500	146,500	163,500	40,000	24.5%
78					
79 TOTAL OPERATING COSTS	126,000	150,800	167,800	41,800	24.9%
80					
81 NET CHANGE IN OPERATIONS	-	-	-	-	0.0%
82					
83 Depreciation Expense	-	-	-	-	0.0%
84					

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

Increase w/o Contingencies	\$41,800	34.0%
----------------------------	----------	-------

Estimated Passengers

Cost Per Passenger

OTHER NOTES

1,134 registered users.

10 new registrations per month

55. Increase in Registrations and Program Use

Budget Inputs- American Canyon

Statement of Revenue, Expenses

A B C D F

Updated 3/25/13 at 1:08pm

(C-A)
Draft - Approved

	APPROVED BUDGET FY 2012-13	PROJECTION FY2012-13	DRAFT BUDGET FY2013-14	\$ Difference	% Difference
OPERATING REVENUES					
REV- OPERATIONS					
1 Farebox	14,000	15,600	18,000	4,000	22.2%
2 Farebox Contribution- City of American Canyon	27,100	21,000	36,000	8,900	24.7%
3 Ad Revenue and Other Operating Revenue	2,500	1,300	2,500	-	0.0%
4 TOTAL - OPERATIONAL REVENUE	43,600	37,900	56,500	12,900	22.8%
5					
6 TOTAL - Transportation Development Act	93,400	95,800	143,200	49,800	34.8%
7					
REV- INTERGOVERNMENTAL					
9 Federal: FTA 5307, Operating	60,000	60,000	60,000	-	0.0%
13 State: State Transit Assistance (STA)	180,000	180,000	180,000	-	0.0%
23 TOTAL - INTERGOVERNMENTAL REV	240,000	240,000	240,000	-	0.0%
24					
25 INTEREST	2,000	2,000	2,000	-	0.0%
27 TOTAL REVENUES	379,000	375,700	441,700	62,700	14.2%
28					
OPERATING EXPENSES					
PERSONNEL COSTS					
43 Salary Chargeback to Public Transit	4,500	3,000	4,800	300	6.3%
44 TOTAL PERSONNEL COSTS	4,500	3,000	4,800	300	6.3%
45					
OPERATING EXPENSES					
48 Accounting/Auditing Services	1,200	1,200	1,200	-	0.0%
49 Information Technology Service	900	900	2,000	1,100	55.0%
50 Legal Services	600	600	800	200	25.0%
51 Temporary/Contract Help	-	-	-	-	0.0%
52 Professional Fees	35,000	-	-	(35,000)	0.0%
56 Purchase Transportation	275,000	275,000	288,000	13,000	4.5%
57 Maintenance-Vehicles	-	-	15,000	15,000	100.0%
59 Rents and Leases - Bldg/Land	1,000	1,000	1,000	-	0.0%
62 Advertising/Marketing	10,000	10,000	10,000	-	0.0%
63 Printing & Binding	3,500	3,500	3,500	-	0.0%
68 Office Expenses	500	500	500	-	0.0%
73 Fuel	35,000	80,000	96,000	61,000	63.5%
75 Fuel Contingency (1)	4,000	-	9,600	5,600	58.3%
76 Operations Contingency (2)	7,800	-	9,300	1,500	16.1%
77 TOTAL OPERATING EXPENSES	374,500	372,700	436,900	62,400	14.3%
78					
79 TOTAL OPERATING COSTS	379,000	375,700	441,700	62,700	14.2%
80					
81 NET CHANGE IN OPERATIONS	-	-	-	-	0.0%
82					
83 Depreciation Expense	24,000	9,000	24,000	-	0.0%
84					
85					
86					
CAPITAL REVENUES					
90 State: Prop. 1B Capital	178,800	-	-	(178,800)	0.0%
91 RM2 Capital	150,000	-	150,000	-	0.0%
92 Local Transit Capital/ STA (TDA)	21,300	-	300,000	278,700	92.9%
93 Other Government Agencies	-	-	192,000	192,000	100.0%
94 TOTAL CAPITAL REVENUES	350,100	-	642,000	291,900	45.5%
95					
CAPITAL PURCHASES					
99 Equipment	-	-	-	-	0.0%
100 Vehicles	200,100	-	242,000	41,900	17.3%
102 Buildings & Improvements	150,000	-	400,000	250,000	62.5%
103 TOTAL CAPITAL EXPENSES	350,100	-	642,000	291,900	45.5%
104					
105 NET CHANGE IN CAPITAL	-	-	-	-	0.0%

(1) 10% contingency for fuel costs.

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

Increase w/o Contingencies	\$55,600	15.1%
----------------------------	----------	-------

AMERICAN CANYON TRANSIT STATISTICS

Estimated Passengers	24,000	26,700	28,000
Cost Per Passenger	\$15.79	\$14.07	\$15.10
Estimated Service Hours	3,300	4,900	6,000
Cost Per Hour of Service- Fully Burdened	\$109.91	\$76.06	\$69.67

OTHER NOTES

73. Fuel increase by using VINE buses for Trippers

Budget Inputs- Yountville

Statement of Revenue, Expenses

Updated 3/25/13 at 1:08pm

	A	B	C	D		F
				(C-A) Draft - Approved		
				\$ Difference		% Difference
OPERATING REVENUES						
REV- OPERATIONS						
1 Farebox	-	-	-	-		0.0%
2 Farebox Contribution- Town of Yountville	32,300	28,500	33,100	800		2.4%
3 Ad Revenue and Other Operating Revenue	-	-	-	-		0.0%
4 TOTAL - OPERATIONAL REVENUE	32,300	28,500	33,100	800		2.4%
5						
6 TOTAL- Transportation Development Act	77,100	89,200	91,300	14,200		15.6%
7						
8 REV- INTERGOVERNMENTAL						
10 Federal: FTA 5311 Operating	61,300	61,300	101,200	39,900		39.4%
13 State: State Transit Assistance (STA)	150,000	100,000	100,000	(50,000)		-50.0%
23 TOTAL- INTERGOVERNMENTAL REV	211,300	161,300	201,200	(10,100)		-5.0%
24						
25 INTEREST	2,400	1,000	1,000	(1,400)		-140.0%
26						
27 TOTAL REVENUES	323,100	280,000	326,600	3,500		1.1%
28						
OPERATING EXPENSES						
31 PERSONNEL COSTS						
43 Salary Chargeback to Public Transit	3,500	2,000	2,400	(1,100)		-45.8%
44 TOTAL PERSONNEL COSTS	3,500	2,000	2,400	(1,100)		-45.8%
45						
46 OPERATING EXPENSES						
48 Accounting/Auditing Services	1,500	1,500	1,500	-		0.0%
49 Information Technology Service	900	900	1,000	100		10.0%
50 Legal Services	600	600	600	-		0.0%
52 Consulting Services	5,000	-	-	(5,000)		0.0%
55 Purchase Transportation	260,000	236,000	268,000	8,000		3.0%
59 Rents and Leases - Bldg/Land	900	900	1,000	100		10.0%
62 Advertising/Marketing	10,000	8,600	10,000	-		0.0%
68 Office Expenses	500	500	500	-		0.0%
73 Fuel	32,000	29,000	32,000	-		0.0%
75 Fuel Contingency (1)	2,500	-	3,200	700		21.9%
76 Operations Contingency (2)	5,700	-	6,400	700		10.9%
77 TOTAL OPERATING EXPENSES	319,600	278,000	324,200	4,600		1.4%
78						
79 TOTAL OPERATING COSTS	323,100	280,000	326,600	3,500		1.1%
80						
81 NET CHANGE IN OPERATIONS	-	-	-	-		0.0%
82						
83 Depreciation Expense	15,000	24,000	24,000	9,000		37.5%
84						
85						
CAPITAL REVENUES						
89 Federal: FTA 5307, Capital	183,200	-	-	(183,200)		0.0%
91 RM2 Capital	-	151,132	50,000	50,000		100.0%
92 Local Transit Capital/ STA (TDA)	50,000	-	-	(50,000)		0.0%
94 TOTAL CAPITAL REVENUES	233,200	151,132	50,000	(183,200)		-366.4%
95						
CAPITAL PURCHASES						
100 Vehicles	183,200	-	-	(183,200)		0.0%
102 Buildings & Improvements	50,000	151,132	50,000	-		0.0%
103 TOTAL CAPITAL EXPENSES	233,200	151,132	50,000	(183,200)		-366.4%
104						
105 NET CHANGE IN CAPITAL	-	-	-	-		0.0%

(1) 10% contingency for fuel costs.

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

Increase w/o Contingencies	\$2,100	0.7%
----------------------------	---------	------

YOUNTVILLE TROLLEY STATISTICS

Estimated Passengers	27,000	28,000	29,000
Cost Per Passenger	\$11.97	\$10.00	\$10.93
Estimated Service Hours	3,300	4,100	4,700
Cost Per Hour of Service- Fully Burdened	\$94.36	\$67.80	\$66.94

OTHER NOTES

102. Yountville Park and Ride Lot parcel purchase

Budget Inputs- St. Helena

Statement of Revenue, Expenses

Updated 3/25/13 at 1:08pm

	A	B	C	(C-A) Draft - Approved	
	APPROVED BUDGET FY 2012-13	PROJECTION FY2012-13	DRAFT BUDGET FY2013-14	\$ Difference	% Difference
OPERATING REVENUES					
REV- OPERATIONS					
1 Farebox	2,000	2,100	2,400	400	16.7%
2 Farebox Contribution- City of St. Helena	18,100	15,600	19,200	1,100	5.7%
3 Ad Revenue and Other Operating Revenue	-	-	-	-	0.0%
4 TOTAL - OPERATIONAL REVENUE	20,100	17,700	21,600	1,500	6.9%
5					
6 TOTAL- Transportation Development Act	10,000	19,000	-	(10,000)	0.0%
7					
REV- INTERGOVERNMENTAL					
10 Federal: FTA 5311 Operaing	61,300	61,300	101,100	39,800	39.4%
13 State: State Transit Assistance (STA)	107,900	94,200	91,200	(16,700)	-18.3%
23 TOTAL- INTERGOVERNMENTAL REV	169,200	155,500	192,300	23,100	12.0%
24					
25 INTEREST	1,500	1,000	1,000	(500)	-50.0%
26					
27 TOTAL REVENUES	200,800	193,200	214,900	14,100	6.6%
28					
OPERATING EXPENSES					
PERSONNEL COSTS					
43 Salary Chargeback to Public Transit	3,500	2,000	2,400	(1,100)	-45.8%
44 TOTAL PERSONNEL COSTS	3,500	2,000	2,400	(1,100)	-45.8%
45					
OPERATING EXPENSES					
48 Accounting/Auditing Services	600	1,200	1,200	600	50.0%
49 Information Technology Service	400	2,000	2,000	1,600	80.0%
50 Legal Services	-	500	800	800	100.0%
55 Purchase Transportation	160,000	160,000	165,000	5,000	3.0%
59 Rents and Leases - Bldg/Land	900	900	1,000	100	10.0%
62 Advertising/Marketing	8,000	2,000	8,000	-	0.0%
63 Printing & Binding	1,000	1,000	1,000	-	0.0%
68 Office Expenses	500	500	500	-	0.0%
73 Fuel	19,000	23,100	26,400	7,400	28.0%
75 Fuel Contingency (1)	1,900	-	2,600	700	26.9%
76 Operations Contingency (2)	5,000	-	4,000	(1,000)	-25.0%
77 TOTAL OPERATING EXPENSES	197,300	191,200	212,500	15,200	7.2%
78					
79 TOTAL OPERATING COSTS	200,800	193,200	214,900	14,100	6.6%
80					
81 NET CHANGE IN OPERATIONS	-	-	-	-	0.0%
82					
83 Depreciation Expense	21,000	24,000	24,000	3,000	12.5%

(1) 10% contingency for fuel costs.

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

Increase w/o Contingencies	\$14,400	7.4%
----------------------------	----------	------

ST. HELENA SHUTTLE STATISTICS

Estimated Passengers	9,000	9,600	10,500
Cost Per Passenger	\$22.31	\$20.13	\$19.84
Estimated Service Hours	2,400	2,400	2,400
Cost Per Hour of Service- Fully Burdened	\$79.33	\$79.67	\$85.79

Budget Inputs- Calistoga

Statement of Revenue, Expenses

A B C D F

Updated 3/25/13 at 1:08pm

(C-A)
Draft - Approved

	APPROVED BUDGET FY 2012-13	PROJECTION FY2012-13	DRAFT BUDGET FY2013-14	\$ Difference	% Difference
OPERATING REVENUES					
REV- OPERATIONS					
1 Farebox	7,500	9,100	9,600	2,100	21.9%
2 Farebox Contribution- City of Calistoga	10,000	10,000	10,000	-	0.0%
3 Ad Revenue and Other Operating Revenue- CTBID	30,400	30,400	30,400	-	0.0%
4 TOTAL - OPERATIONAL REVENUE	47,900	49,500	50,000	2,100	4.2%
5					
6 TOTAL- Transportation Development Act	56,500	59,200	85,600	29,100	34.0%
7					
REV- INTERGOVERNMENTAL					
10 Federal: FTA 5311 Operaing	61,300	61,300	101,300	40,000	39.5%
13 State: State Transit Assistance (STA)	100,000	100,000	100,000	-	0.0%
23 TOTAL- INTERGOVERNMENTAL REV	161,300	161,300	201,300	40,000	19.9%
24					
25 INTEREST	200	2,000	2,000	1,800	90.0%
26					
27 TOTAL REVENUES	265,900	272,000	338,900	73,000	21.5%
28					
OPERATING EXPENSES					
29					
30					
PERSONNEL COSTS					
43 Salary Chargeback to Public Transit	3,500	2,200	2,400	(1,100)	-45.8%
44 TOTAL PERSONNEL COSTS	3,500	2,200	2,400	(1,100)	-45.8%
45					
OPERATING EXPENSES					
48 Accounting/Auditing Services	600	300	1,200	600	50.0%
49 Information Technology Service	1,000	500	2,000	1,000	50.0%
50 Legal Services	200	200	800	600	75.0%
55 Purchase Transportation	222,500	240,000	264,000	41,500	15.7%
59 Rents and Leases - Bldg/Land	900	1,000	1,000	100	10.0%
62 Advertising/Marketing	10,000	5,000	10,000	-	0.0%
63 Printing & Binding	1,000	500	1,000	-	0.0%
68 Office Expenses	500	500	500	-	0.0%
73 Fuel	17,500	21,800	40,000	22,500	56.3%
75 Fuel Contingency (1)	1,800	-	9,600	7,800	81.3%
76 Operations Contingency (2)	6,400	-	6,400	-	0.0%
77 TOTAL OPERATING EXPENSES	262,400	269,800	336,500	74,100	22.0%
78					
79 TOTAL OPERATING COSTS	265,900	272,000	338,900	73,000	21.5%
80					
81 NET CHANGE IN OPERATIONS	-	-	-	-	0.0%
82					
83 Depreciation Expense	21,000	45,000	45,000	24,000	53.3%

(1) 10% contingency for fuel costs.

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

Increase w/o Contingencies	\$65,200	25.3%
----------------------------	----------	-------

CALISTOGA SHUTTLE STATISTICS

Estimated Passengers	16,000	18,000	20,000
Cost Per Passenger	\$16.62	\$15.11	\$16.15
Estimated Service Hours	5,000	5,000	5,000
Cost Per Hour of Service- Fully Burdened	\$50.84	\$53.96	\$64.10

OTHER NOTES

- Flat Rate from City of Calistoga
- Flat Rate from Calistoga Tourism Bureau
- Expansion of Hours
- Expansion of Hours



April 17, 2013
NCTPA Agenda Item 11.4
Continued From: New
Action Requested: APPROVE

NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Karrie Sanderlin / Program Manager-Human Resources, Civil Rights,
and Board Secretary
(707) 259-8633 / Email: ksanderlin@nctpa.net
SUBJECT: Joint Powers Authority (JPA) Agreement Weighted Voting Structure
Review Sub-Committee

RECOMMENDATION

That the Napa County Transportation and Planning Agency (NCTPA) Board appoint 3-4 Board members to serve on a sub-committee for the purpose of reviewing the Joint Powers Authority (JPA) agreement weighted voting structure.

COMMITTEE RECOMENDATION

None

EXECUTIVE SUMMARY

At the March 20, 2013 meeting, the Board requested that a sub-committee be established for the purpose of reviewing the Joint Powers Authority (JPA) Agreement Governing Board weighted voting structure.

PROCEDURAL REQUIREMENTS

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

FISCAL IMPACT

Is there a fiscal impact? No

CEQA REQUIREMENTS

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

At the March 20th meeting, the Board reviewed the history of the JPA agreement weighted voting structure. The Board requested that a sub-committee be established for the purpose of reviewing the Joint Powers Authority (JPA) Agreement Governing Board weighted voting structure and that the committee return to the Board with their recommendations for revising the structure.

SUPPORTING DOCUMENTS

None



April 17 , 2013
NCTPA Agenda Item11.5
Continued From: New
Action Requested: APPROVE

NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Lawrence E. Gawell, Program Manager – Chief Procurement & Compliance Officer
(707) 259-8636 / Email: lgawell@nctpa.net
SUBJECT: Authorizing an Agreement between Gold Coast Transit and GFI Genfare, a division of SPX Corporation, for the Purchase of Eighty-five (85) Odyssey Fare Boxes

RECOMMENDATION

That the Napa County Transportation and Planning Agency (NCTPA) authorize the Executive Director to piggyback upon a contract between Gold Coast Transit and GFI Genfare, a division of SPX Corporation and enter into an agreement with GFI Genfare for the purchase and installation of Eighty-five (85) Odyssey Fare Boxes in an amount not to exceed \$1,328,310.44.

COMMITTEE RECOMMENDATION

None.

EXECUTIVE SUMMARY

VINE Transit's current bus fare collection system was procured in the late 1980's. These fare boxes are obsolete, and the software, as well as, the hardware has exceeded its useful life. NCTPA has experienced great difficulty in procuring spare parts for some system components and the reporting is unreliable. The fare boxes do not properly account for currency greater than \$1.00 bills, do not support electronic payments, and do not provide needed management information on fare programs such the Summer Youth program or special promotions. NCTPA/VINE Transit needs to replace these fare boxes to meet current fare collection requirements.

Gold Coast Transit, at its February Board Meeting, awarded a contract to SPX Corporation, GFI GenFare Division for the purchase and installation of GFI Odyssey fare boxes. Federal rules specifically allow one transit agency to piggyback on the

procurement of another transit agency, providing federal procurement regulations are adhered to.

PROCEDURAL REQUIREMENTS

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

FISCAL IMPACT

Is there a fiscal impact? Yes.

Is it currently budgeted? Yes.

Is it mandatory or discretionary? Discretionary

Consequences if not approved: Agency will continue to use current obsolete fareboxes.

CEQA REQUIREMENTS

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

As previously noted, VINE Transit's current bus fare collection system was procured in the late 1980's. These fareboxes are obsolete, and the software as well as the hardware has exceeded its useful life. NCTPA has experienced great difficulty in procuring spare parts for some system components and the reporting is unreliable. The fare boxes do not properly account for currency greater than \$1.00 bills, do not support electronic payments, and do not provide needed management information on fare programs such the Summer Youth program or special promotions.

Gold Coast Transit issued Request for Proposal 12-04 on August 20, 2012 for the Replacement of Fare Boxes and Fare Collection System. Three proposals were received and the proposal from SPX Corporation, GFI GenFare was selected. The agreement between Gold Coast Transit and GFI GenFare allows for up to 100 Odyssey fare boxes to be assigned to other transit agencies. Federal procurement regulations allow piggybacking on other transit agency procurements. NCTPA has an immediate need for 85 fare boxes. The cost per fare box is \$10,900. The total contract amount, which includes installation, vaults, system configuration and spare parts, will be \$1,328,310.44.

SUPPORTING DOCUMENTS

- Attachments:
- (1) Gold Coast Request for Proposal #12-04 (not included in Board packet, RFP available for review at the NCTPA Offices, 625 Burnell Street, Napa CA)
 - (2) SPX GFI GenFare Proposal to Gold Coast (not included in Board packet, proposal available for review at the NCTPA Offices, 625 Burnell Street, Napa CA)
 - (3) SPX GFI GenFare Sales Quotation



GFI Genfare
 A Division of SPX Corporation
 751 Pratt Boulevard
 Elk Grove Village, IL 60007
 Ph: (847) 593-8855
 Fax:(847) 593-8870

Sales Quotation
 ATTACHMENT 3
 NCTPA Board Agenda Item 11.5
 April 17, 2013

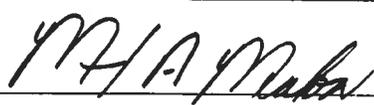
Information	
Sales Quote No.	5003556
Document Date	04/01/2013
Customer No.	596
Currency	USD
Contact Name	
Phone	707-259-8631
FAX	707-259-8638
EMAIL	
Validity Start Date	04/01/2013
Validity End Date	09/30/2013
Req Delivery Date	04/01/2013

Sold-To-Party
 NCTPA-VINE
 Suite 100 707 Randolph
 Napa CA 94559

Ship-To-Party
 Napa City Bus
 720 Jackson St. - Bus Yard
 Napa CA 94559

End User
 NCTPA-VINE
 Suite 100 707 Randolph
 Napa CA 94559

Item	Material	Quantity	Price	Amount
10	ODYSSEY ODYSSEY CONFIGURATION	85 EA	10,900.00 USD	926,500.00
	Tax	872.00 USD	1 EA	74,120.00
With the following configuration				
	FAREBOX HEIGHT	41 INCHES		
	OCU CABLE ORIENTATION	REAR EXIT		
	CASHBOX HEIGHT	TALL		
	TRIM	YES		
	TOKENS	NO		
	SWIPE CARD READER	YES		
	SMART CARD READER	STD(SATURN 6000)		
	CONTROL UNIT	OCU		
	OCU CABLE FB TO OCU	4FT - 90 DEG CONNECTOR		
20	INSTALL Install	85 EA	425.00 USD	36,125.00
30	J1708 LICENSE J1708 INTERFACE SOFTWARE LICENSE	85 EA	0.00	

Signature:  Date: 04/01/2013
 Sales Representative: Mark Mahon Phone: 847-871-1115
 Email: mark.mahon@spx.com

Genfare Price Quotation Summary Terms & Conditions: All prices are valid for 30 days unless otherwise noted above. Delivery will be made within 120 days ARO unless other dates are quoted above. Payment terms are Net 30 days after delivery and based on Genfare customer credit acceptance. Notwithstanding any modifications negotiated with the customer, warranty is (1) year from installation date or (14) months from shipment for new system equipment, whichever comes first. All warranty items must be directed to Genfare for acceptance and disposition, not through OEM Bus Manufacturing Companies. The complete terms of the Genfare warranty are listed at www.genfare.com. Prices do not include any state or local taxes unless specifically listed. Tax is based on shipment and/or invoice date not quote and/or purchase order date. Quotation is FOB Elk Grove Village, IL and freight charges are not included. All price quotations are submitted in accordance with standard Genfare terms and conditions which are available on request.



GFI Genfare
 A Division of SPX Corporation
 751 Pratt Boulevard
 Elk Grove Village, IL 60007
 Ph: (847) 593-8855
 Fax:(847) 593-8870

Sales Quotation

Information	
Sales Quote No.	5003556
Document Date	04/01/2013
Customer No.	596
Currency	USD
Contact Name	
Phone	707-259-8631
FAX	707-259-8638
EMAIL	
Validity Start Date	04/01/2013
Validity End Date	09/30/2013
Req Delivery Date	04/01/2013

End User
NCTPA-VINE Suite 100 707 Randolph Napa CA 94559

Sold-To-Party
NCTPA-VINE Suite 100 707 Randolph Napa CA 94559

Ship-To-Party
Napa City Bus 720 Jackson St. - Bus Yard Napa CA 94559

Item	Material	Quantity	Price	Amount
40	TECHNICAL SERVICES Technical Services J1708 Config)	1 EA	0.00	
50	ODY-SP-KIT ODYSSEY SPARE PARTS KIT (NO TRIM)	9 EA	4,816.00 USD	43,344.00
	Tax		385.28 USD	1 EA 3,467.52
60	ODYTRIM-SP-KIT ODYSSEY TRIM SPARE PARTS KIT	9 EA	2,031.00 USD	18,279.00
	Tax		162.48 USD	1 EA 1,462.31
70	D22192-0001 S/A, TRIM 2.0 - ODYSSEY FAREBOX	6 EA	4,095.00 USD	24,570.00
	Tax		327.60 USD	1 EA 1,965.60
80	MOBILE VAULT MOBILE VAULT CONFIGURATION	1 EA	37,155.00 USD	37,155.00
	Tax		2,972.40 USD	1 EA 2,972.40
With the following configuration				

Signature:  Date: 04/01/2013

Sales Representative: Mark Mahon Phone: 847-871-1115
 Email: mark.mahon@spx.com

Genfare Price Quotation Summary Terms & Conditions: All prices are valid for 30 days unless otherwise noted above. Delivery will be made within 120 days ARO unless other dates are quoted above. Payment terms are Net 30 days after delivery and based on Genfare customer credit acceptance. Notwithstanding any modifications negotiated with the customer, warranty is (1) year from installation date or (14) months from shipment for new system equipment, whichever comes first. All warranty items must be directed to Genfare for acceptance and disposition, not through OEM Bus Manufacturing Companies. The complete terms of the Genfare warranty are listed at www.genfare.com. Prices do not include any state or local taxes unless specifically listed. Tax is based on shipment and/or invoice date not quote and/or purchase order date. Quotation is FOB Elk Grove Village, IL and freight charges are not included. All price quotations are submitted in accordance with standard Genfare terms and conditions which are available on request.



GFI Genfare
 A Division of SPX Corporation
 751 Pratt Boulevard
 Elk Grove Village, IL 60007
 Ph: (847) 593-8855
 Fax:(847) 593-8870

Sales Quotation

Information	
Sales Quote No.	5003556
Document Date	04/01/2013
Customer No.	596
Currency	USD
Contact Name	
Phone	707-259-8631
FAX	707-259-8638
EMAIL	
Validity Start Date	04/01/2013
Validity End Date	09/30/2013
Req Delivery Date	04/01/2013

End User
NCTPA-VINE Suite 100 707 Randolph Napa CA 94559

Sold-To-Party
NCTPA-VINE Suite 100 707 Randolph Napa CA 94559

Ship-To-Party
Napa City Bus 720 Jackson St. - Bus Yard Napa CA 94559

Item	Material	Quantity	Price	Amount
	VAULT RECEIVER	YES		
	VAULT CASHBOX ID	YES		
	BIN ID	YES		
	MOBILE BIN	YES		
	BIN HOUSING KEY CODE	UNKNOWN		
90	PDS72 Portable Data Unit	1 EA	18,850.00 USD	18,850.00
	Tax	1,508.00 USD	1 EA	1,508.00
100	PEM-MSC PEM-Magnetic passes/Smart cards w/drawer	1 EA	17,350.00 USD	17,350.00
	Tax	1,388.00 USD	1 EA	1,388.00
110	ITEM 2nd year of warranty	1 EA	0.00	
120	ITEM 3rd Year of Warranty	1 EA	33,268.00 USD	33,268.00
	Tax	2,661.44 USD	1 EA	2,661.44

Signature:  Date: 04/01/2013

Sales Representative: Mark Mahon Phone: 847-871-1115
 Email: mark.mahon@spx.com

Genfare Price Quotation Summary Terms & Conditions: All prices are valid for 30 days unless otherwise noted above. Delivery will be made within 120 days ARO unless other dates are quoted above. Payment terms are Net 30 days after delivery and based on Genfare customer credit acceptance. Notwithstanding any modifications negotiated with the customer, warranty is (1) year from installation date or (14) months from shipment for new system equipment, whichever comes first. All warranty items must be directed to Genfare for acceptance and disposition, not through OEM Bus Manufacturing Companies. The complete terms of the Genfare warranty are listed at www.genfare.com. Prices do not include any state or local taxes unless specifically listed. Tax is based on shipment and/or invoice date not quote and/or purchase order date. Quotation is FOB Elk Grove Village, IL and freight charges are not included. All price quotations are submitted in accordance with standard Genfare terms and conditions which are available on request.



GFI Genfare
 A Division of SPX Corporation
 751 Pratt Boulevard
 Elk Grove Village, IL 60007
 Ph: (847) 593-8855
 Fax:(847) 593-8870

Sales Quotation

Information	
Sales Quote No.	5003556
Document Date	04/01/2013
Customer No.	596
Currency	USD
Contact Name	
Phone	707-259-8631
FAX	707-259-8638
EMAIL	
Validity Start Date	04/01/2013
Validity End Date	09/30/2013
Req Delivery Date	04/01/2013

End User
NCTPA-VINE Suite 100 707 Randolph Napa CA 94559

Sold-To-Party
NCTPA-VINE Suite 100 707 Randolph Napa CA 94559

Ship-To-Party
Napa City Bus 720 Jackson St. - Bus Yard Napa CA 94559

Item	Material	Quantity	Price	Amount
130	ITEM 4th Year of Warranty	1 EA	34,932.00 USD	34,932.00
		Tax	2,794.56 USD	1 EA 2,794.56
140	ITEM 5th Year of Warranty	1 EA	38,425.00 USD	38,425.00
		Tax	3,074.01 USD	1 EA 3,074.01
150	TRIM2-TESTCOMP TRiM Test set with computer	1 EA	3,795.00 USD	3,795.00
		Tax	303.60 USD	1 EA 303.60
Final amount:				1,328,310.44

Signature: Mark Mahon Date: 04/01/2013

Sales Representative: Mark Mahon Phone: 847-871-1115
 Email: mark.mahon@spx.com

Genfare Price Quotation Summary Terms & Conditions: All prices are valid for 30 days unless otherwise noted above. Delivery will be made within 120 days ARO unless other dates are quoted above. Payment terms are Net 30 days after delivery and based on Genfare customer credit acceptance. Notwithstanding any modifications negotiated with the customer, warranty is (1) year from installation date or (14) months from shipment for new system equipment, whichever comes first. All warranty items must be directed to Genfare for acceptance and disposition, not through OEM Bus Manufacturing Companies. The complete terms of the Genfare warranty are listed at www.genfare.com. Prices do not include any state or local taxes unless specifically listed. Tax is based on shipment and/or invoice date not quote and/or purchase order date. Quotation is FOB Elk Grove Village, IL and freight charges are not included. All price quotations are submitted in accordance with standard Genfare terms and conditions which are available on request.



April 17, 2013
NCTPA Agenda Item 11.6
Continued From: New
Action Requested: **APPROVE**

NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Lawrence E. Gawell, Program Manager – Chief Procurement & Compliance Officer
(707) 259-8636 / Email: lgawell@nctpa.net
SUBJECT: Approval of Work Authorization 1 to NCTPA Agreement No. 12-23 with Kimley-Horn and Associates Inc for Work Associated with On-Call Professional Planning Services

RECOMMENDATION

That the Napa County Transportation and Planning Agency (NCTPA) approval of Work Authorization 1 (Attachment 1) to NCTPA Agreement No. 12-23 with Kimley-Horn and Associates Inc for a Transit Maintenance Yard and Fueling Facility Feasibility Study in an amount not to exceed \$246,112.

COMMITTEE RECOMMENDATION

None.

EXECUTIVE SUMMARY

Six (6) proposals were received in response to Task Order 4 seeking proposals from qualified firms under the terms of RFQ 2012-01 On-Call Planning Services for a Feasibility Study for a Transit Maintenance Yard and Fueling facility. After evaluation of the proposals, Kimley-Horn and Associates Inc. was selected for award of a task order contract for the conduct of this study.

PROCEDURAL REQUIREMENTS

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

FISCAL IMPACT

Is there a fiscal impact? Yes.

Is it currently budgeted? Yes.

Is it mandatory or discretionary? Discretionary

Consequences if not approved: The present Transit Maintenance Yard at Jackson Street could not be replaced.

CEQA REQUIREMENTS

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

The NCTPA has a need for a new transit maintenance yard and fueling facility. The present facility at Jackson Street is not capable of fueling any NCTPA vehicles and NCTPA must purchase fuel at market rates from the local Chevron station. The Jackson Street facility has an inadequate number of bus maintenance bays; it does not have adequate parking space for all of the NCTPA vehicles; and it has no room for a modern bus wash. At the present time, NCTPA is required to park vehicles at the Expo Fair Grounds due to lack of space. Under the provisions of RFQ 2012-01, On-call Planning Services, NCTPA solicited proposals from ten (10) firms for Task Order 4 to conduct a feasibility study for a new Bus Maintenance Yard and Fueling Facility. The primary focus of the proposed feasibility study is to conduct a needs assessment, update existing CNG and alternative fueling studies, assess the feasibility of a multijurisdictional facility and recommend three (3) candidate sites for assessment. Six (6) proposals were received and were evaluated by a selection panel composed of members from inside the agency. The proposal from Kimley-Horn Associates Inc. was selected by the panel.

SUPPORTING DOCUMENTS

Attachment: (1) Work Authorization 1 to NCTPA Agreement No. 12-23

EXHIBIT A

SERVICES TO BE PROVIDED BY THE NCTPA

The NCTPA will furnish or assist the Planner in obtaining the following items and services:

1. Designate a Project Manager to coordinate all aspects of the project with the Planner.
2. Furnish all available information necessary to perform the work in this contract.
3. Provide ongoing guidance, timely reviews and decisions necessary to complete the services required by this contract.
4. Perform timely review and processing of billing statements.

DRAFT

EXHIBIT B**SERVICES TO BE PROVIDED BY THE PLANNER****SCOPE OF WORK****A. Develop Work Plan, Schedule, and Outreach Program**

- Develop a Work Plan to guide and Manage the Project
- Establish a schedule with milestones and dates for periodic reports.
- Establish a process for communication with NCTPA and governmental entities in Napa County.
- Develop a public involvement plan to conduct outreach for various tasks

B. Existing Conditions/Data Collection

- Identify transit requirements and constraints. Conduct a needs assessment, in particular assess VINE/VineGo bus maintenance facility and operational needs.
- Research and review peer facilities.
- Update existing CNG and alternative fueling studies.
- Assess feasibility of a multijurisdictional vs. stand alone maintenance and/or fueling facility.
- Review recent plans and municipal and county requirements, including but not limited to all general plans, ordinances, resolutions.

C. Define Conceptual Layout

- Develop a conceptual transit maintenance yard and fueling facility layout.
- Develop candidate site requirements and criteria.

D. Candidate Site Identification

- Identify, verify and validate potential site locations.
- Review potential sites and associated property records.
- Review general plans and development plans that may affect sites.
- Review sites for environmental/CEQA issues that could present a fatal flaw.
- Recommend three (3) candidate sites in Napa County for assessment.

E. Site Assessment

- Develop a preliminary site layout for candidate sites based on needs assessment and site requirements criteria.
- Evaluate and rank candidate sites.
- Recommend preferred site to NCTPA for approval.
- Identify potential mitigation issues (potential soil remediation, issues with surrounding properties, access, etc.)

F. Funding analysis

- Research federal, state and local funding sources.
- Recommend funding sources and discuss any variation in the study recommendations attributable to funding sources, including constraint associated with multi-jurisdictional facilities.
- Identify opportunities for joint development and/or public-private partnerships.

G. Prepare Final Report and Documentation no later than September 30, 2013.

- Prepare periodic status reports as identified in the schedule and milestones.
- Document all findings and prepare a draft and a final report.

- Present findings to NCTPA Staff, Board of Directors and interested stakeholders.
- Prepare and distribute 25 copies of the final report as well as an electronic copy of the final report in pdf and Word format.

DRAFT

EXHIBIT C WORK SCHEDULE

Activity	2013								
	APR	MAY	JUN	JUL	AUG	SEP			
Execute Work Authorization # P001									
Task 1 Meet with Agency Staff									
Task 2 Develop Work Plan, Schedule, and Outreach Program									
Task 3 Data Collection									
Task 4 Define Conceptual Layout									
Task 5 Candidate Site Identification									
Task 6 Site Assessment									
Task 7 Develop Conceptual Site Plan and Construction/ Operations/Maintenance Costs									
Task 8 Funding Analysis									

EXHIBIT D

FEE SCHEDULE - Final Cost Proposal

This attachment provides the basis of payment and fee schedule. **The basis of payment for this contract is indicated by an "X" in the applicable box.** The basis shall be supported by the Final Cost Proposal (FCP) shown below. If more than one basis of payment is used, each one must be supported by a separate FCP.

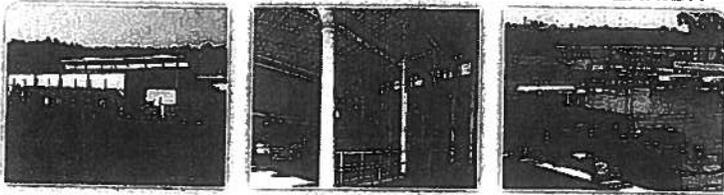
"X"	Basis	
_____	Lump Sum	The lump sum shall be equal to the maximum amount payable. The lump sum includes all direct and indirect costs and fixed fee. The Planner shall be paid pro rata based on the percentage of work completed. For payment the Planner is not required to provide evidence of actual hours worked, travel, overhead rates or other evidence of cost.
<u> X </u>	Unit Cost	The unit cost(s) for each type of unit and number of units are shown in the FCP. The unit cost includes all direct and indirect costs and fixed fee. The Planner shall be paid based on the type and number of units fully completed and the respective unit cost. For payment, the Planner is not required to provide evidence of actual hours worked, travel, overhead rates or any other cost data. The FCP may include special items, such as equipment which are not included in the unit costs. Documentation of these special costs may be required. The maximum amount payable equals the total of all units times their respective unit cost plus any special direct items shown.
_____	Specified Rate Basis	The specified rates for each type of labor are shown in the FCP below. The FCP may include special items, such as equipment which are not included in the specified rates. Payment shall be based on the actual hours worked multiplied by the specified rate for each type of labor plus other agreed to special direct cost items. The specified rate includes direct labor and indirect cost and fixed fee. The NCTPA may request documentation of reimbursable direct costs including hours worked. Documentation of special item costs may be required. The specified rate is not subject to audit.
_____	Cost Plus Fixed Fee	<p>Payment shall be based on direct and indirect costs incurred <u>plus</u> a pro rata share of the fixed fee based on the ratio of <u>labor and overhead cost incurred to total estimated labor and overhead cost in the FCP</u> or the percentage of work completed. The invoice must itemize labor rates, hours worked, other direct costs and indirect costs. The Engineer may be required to provide documentation of hours worked and any eligible direct costs claimed. The provisional overhead rate charged is subject to audit and adjustment to actual rates incurred. The FCP below shows the hourly rates for labor, other direct expenses including but not limited to travel and allowable materials, provisional overhead rate and the fixed fee.</p> <p>A. Actual Cost Plus Fixed Fee - Actual wages are paid (no minimum, no maximum.)</p> <p>B. Range of Cost Plus Fixed Fee – Actual wages <u>must</u> be within the allowable range shown on the Final Cost Proposal.</p>

EXHIBIT D
FEE SCHEDULE
LABOR RATES

- SEE ATTACHED -

DRAFT

EXHIBIT "D"



PROPOSAL TO PROVIDE
Feasibility Study for Transit Maintenance
Yard & Fueling Facility

TASK ORDER #4 (RFQ 1201-01 ON-CALL PLANNING SERVICES)

Cost Proposal

Task #	Task Description	Kimley-Horn + Subcontractor Labor Costs ¹			Total Cost	
		Hours per Task	Labor Cost Per Task	Cumulative Labor Subtotal	Direct Expenses ²	Total Cost
Task 0	Project Management	116	\$19,430	\$19,430	\$1,892	\$21,322
Task 1	Finalize Work Plan, Schedule and Outreach Program	50	\$7,172	\$26,602	\$1,892	\$28,494
Task 2	Conduct Data Collection and Existing Conditions Assessment	75	\$12,339	\$38,941	\$1,892	\$40,833
Task 3	Conceptual Facility Layout	98	\$15,472	\$54,413	\$1,892	\$56,305
Task 4	Candidate Site Identification	307	\$53,786	\$108,199	\$1,892	\$110,091
Task 5	Site Assessment and Recommendation of Preferred Site	191	\$40,920	\$149,119	\$1,892	\$151,011
Task 6	Analyze Funding Options	68	\$13,840	\$162,959	\$1,892	\$164,851
Task 7	Prepare Final Report and Documentation	133	\$20,446	\$183,404	\$1,892	\$185,296
TOTAL	Required Tasks	1,038	\$183,404	-	\$15,135	\$198,539

Notes:

¹ Hourly rates for Kimley-Horn personnel conform to the billing rates in Exhibit B (Labor Rates Schedule) of Agreement No. NCTPA 12-23, but do not reflect the permitted 3% escalation on July 1st, 2013.

² Direct expenses are uniformly distributed over all tasks in this fee proposal. However, in actuality direct expenses will be more task-specific.

Summary of Optional Tasks		Hours per Task	Labor Cost Per Task	Cumulative Labor Subtotal	Direct Expenses	Total Cost
Task #	Task Description					
Task 2.2	OPTIONAL: Tour of Model Peer Facility in Bay Area	22	\$4,452			
Task 2.3	OPTIONAL: Peer Facility Case Studies and "Best Practices"	48	\$7,169			
Task 2.4	OPTIONAL: Review and Update of Existing CNG / Alternative Fuels Studies	17	\$2,660			
Task 2.5	OPTIONAL: Evaluations of a Multi-Jurisdictional and Single Jurisdiction Facility	41	\$6,188			
Task 2.6	OPTIONAL: Consolidate Mandatory and Optional Task Documentation	41	\$6,188			
Subtotal		169	\$26,659		\$1,500	\$28,159
Task 3.1	OPTIONAL 1: optional site sketch layout without CNG refueling	60	\$8,292			
Task 3.1	OPTIONAL 2: Remote CNG fuel facility	60	\$8,292			
Task 3.3	OPTIONAL: Develop Prototypical Multi-Jurisdictional Facility Layout	16	\$2,580			
Subtotal		136	\$19,164		\$250	\$19,414

EXHIBIT D
FEE SCHEDULE

Final Cost Proposal (FCP) Supporting Basis of Payment

The Planner will be reimbursed on a per-project basis and on a not-to-exceed specified rate as defined in EXHIBIT D.

The Planner will be paid from monthly invoices submitted directly to NCTPA with required Monthly Progress Reports.

Compensation for Additional Services (if any) shall be paid by NCTPA to the Planner according to the terms of a future Supplemental Agreement or Work Authorization.

The **MAXIMUM AMOUNT PAYABLE** is **\$198,539**.

DRAFT



April 17, 2013
NCTPA Agenda Item 11.7
Continued From: New
Action Requested: APPROVE

NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY Board Agenda Letter

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Lawrence E. Gawell, Program Manager – Chief Procurement & Compliance Officer
(707) 259-8636 / Email: lgawell@nctpa.net
SUBJECT: Approval of Work Authorization No. 1 to NCTPA Agreement No. 12-18 with Fehr & Peers for Work Associated with On-Call Professional Planning Services

RECOMMENDATION

That the Napa County Transportation and Planning Agency (NCTPA) approve Work Authorization No. 1 (Attachment 1) to NCTPA Agreement No. 12-18 with Fehr & Peers for a Napa Valley Travel Behavior Study in the amount not to exceed \$198,800.

COMMITTEE RECOMMENDATION

None.

EXECUTIVE SUMMARY

Task Order 2 was issued January 21, 2013 to the ten (10) qualified firms under the terms of RFQ 2012-01 On-Call Planning Services for a Napa Valley Travel Behavior Study. One proposal was received. After evaluation and negotiation of the proposal, staff recommends that Fehr & Peers be awarded a task order contract for the conduct of this study in the amount of \$198,900.

PROCEDURAL REQUIREMENTS

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

FISCAL IMPACT

Is there a fiscal impact? Yes. Napa County is also contributing \$50,000.00 toward this study.

Is it currently budgeted? Yes.

Is it mandatory or discretionary? Discretionary

Consequences if not approved:

CEQA REQUIREMENTS

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

Task Order 2 was issued January 21, 2013 to the ten (10) qualified firms under the terms of RFQ 2012-01 On-Call Planning Services for a Napa Valley Travel Behavior Study. The travel behavior survey will focus on work and non-work trips in Napa Valley. The survey will identify how many trips per day are associated with visitors, employees, and students, where those trips start and end, what are the predominant modes of travel, vehicle occupancies, and times of day/week that are most heavily used. The survey will take seasonal variations into consideration, as well as winery hours of operation, some wineries' use of pre-arranged appointments and marketing events, other tourist destinations in the valley, and trips related to colleges, schools, and work. The survey will include weekday and weekend travel.

The scope of work for Task Order 2 contemplates completing a review of census data and other data sources associated with work trips, as well as other recent studies associated with travel in and through Napa Valley. It should be noted that while there have been recent studies of tourism and visitors (who is coming, from where, and why); the travel behavior of visitors when they get to the Napa Valley has not been studied in detail. The scope of work for Task Order 2 also includes a survey of employers and visitors to determine their travel behavior and assess whether modes other than the private auto can cost effectively address a meaningful segment of winery-related travel demand as well as other employment, school and leisure travel demand.

Napa County is sharing in the cost of this study by contributing \$50,000. Other Napa Valley organizations are also being urged to participate financially in this critically important study. The study data will be a primary source of information for the upcoming Countywide Transportation Plan, anticipated to be launched in the latter part of 2013 or early 2014.

One proposal was received. After evaluation and negotiation of the proposal, Fehr & Peers will be awarded a task order contract for the conduct of this study in the amount of \$198,800.

SUPPORTING DOCUMENTS

Attachment: (1) Work Authorization 1 to NCTPA Agreement 12-18

**WORK AUTHORIZATION NO. 1
CONTRACT FOR PROFESSIONAL PLANNING SERVICES**

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section of Professional Service Agreement No. **12-18** (the Contract) entered into by and between the Napa County Transportation and Planning Agency (NCTPA), and Fehr & Peers (the Planner).

PART I. The Planner will perform schedule evaluation and change services generally described as Professional Planning Services necessary to provide NCTPA with On-Call Planning Services, in accordance with the project description (Scope of Work) attached hereto and made a part of this Work Authorization. The responsibilities of the NCTPA and the Planner as well as the work schedule are further detailed in EXHIBITS A, B, C, and D which are attached hereto and made a part of the Work Authorization.

PART II. The maximum amount payable under this Work Authorization is **\$198,800**, and the method of payment is Labor Rates, as set forth in EXHIBIT B of the Contract. This amount is based upon fees set forth in EXHIBIT D, Fee Schedule, of the Contract and the Planner's estimated Work Authorization costs, attached and made a part of this Work Authorization.

PART III. Payment to the Planner for the services established under this Work Authorization shall be made in accordance with Section(s) 3 thru 4 of the contract, and EXHIBIT D.

PART IV. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall **terminate on June 30, 2014**, unless extended by a supplemental Work Authorization.

The maximum contract time is the time needed to complete all work authorizations that will be issued in the first two years of the contract. All work authorizations must be issued within the initial two-year period, starting from the contract execution date.

PART V. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

IN WITNESS WHEREOF, this Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE PLANNER

NCTPA

_____ (Signature)	_____ (Signature)
_____ (Title),	_____ (Title),
_____ (Date)	_____ (Date)

_____ (Signature)
_____ Kate Miller, Executive Director
_____ (Date)

LIST OF EXHIBITS

- | | |
|-----------|--------------------------------------|
| Exhibit A | Services to be provided by the NCTPA |
| Exhibit B | Services to be provided by Planner |
| Exhibit C | Work Schedule |
| Exhibit D | Fee Schedule/Budget |

EXHIBIT A

SERVICES TO BE PROVIDED BY THE NCTPA

The NCTPA will furnish or assist the Planner in obtaining the following items and services:

1. Designate a Project Manager to coordinate all aspects of the project with the Planner.
2. Furnish all available information necessary to perform the work in this contract.
3. Provide ongoing guidance, timely reviews and decisions necessary to complete the services required by this contract.
4. Perform timely review and processing of billing statements.

DRAFT

EXHIBIT B

SERVICES TO BE PROVIDED BY THE PLANNER

SCOPE OF WORK

1. Within 2 weeks of award, meet with Agency and selected members of the NCTPA Technical Advisory Committee staff on a schedule for completing the project. Elements of the project must be completed on a timely basis and data must be captured on specific intervals in order to understand seasonal travel and school travel. Failure to meet critical deadlines associated with public funding could result in reduced scope of work.
2. Work with Agency staff to convene a Community Advisory Committee comprised of representatives from business and wine industry groups, major employers, and other community stakeholders.
3. Gather existing, available information about Napa Valley transportation, employment, schools, and tourism, and review with the committee to identify data gaps and research questions.
4. With input from the project Steering Committee and the Community Advisory Committee, design a travel behavior survey to address the data gaps and research questions. The survey should be designed to provide a full understanding of travel behavior by employees and visitors within Napa County.
5. Collect and analyze data, reaching conclusions about:
 - the number of trips per day, origins and destinations, that are associated with winery visitors and employees;
 - the number of trips per day, origins and destinations, that are associated with other major employers in Napa Valley.
 - the travel characteristics associated with other tourist destinations in the valley the number of trips per day, origins and destinations, that are associated with lodging, restaurant and retail employees
 - the number of trips per day, origins and destinations, that are associated with Napa Valley College, and other schools to be identified
 - the predominant modes of travel, vehicle occupancies, and peak times of day/week;
 - seasonal variations;
 - the effect of winery operations such as various hours of operation, use of pre-arranged appointments and marketing events; and
 - whether there are segments of travel demand that can be addressed cost-effectively by expanding transit or paratransit services.
 - Existing employer-based programs that reduce traffic congestion and or travel during peak periods such as flexible work schedules, subsidizing van pools or transit, etc. and employer interest in expanded programs;
 - Survey tool should include basic demographic information (gender, race, income)
 - Travel surveys should include basic questions about willingness to use alternative modes for work and non-work trips (transit, van pool, private excursion services such as limousine, etc.)
6. The consultant should augment survey data with travel data generated from cell phones, blue tooth, GPS, etc.

- 7. Review the collected data and proposed conclusions with the Steering Committee and Community Advisory Committee.
- 8. If there is consensus about the feasibility of expanded transit or paratransit services, identify potential ridership, operations, costs, and implementation tasks.

The Napa Valley Travel Behavior Survey is expected to provide the basis for multiple planning efforts by NCTPA and planning agencies within the County. For example, NCTPA may use results to help refine the Napa-Solano Transportation Model or to update the Countywide Transportation Plan and County planners may use results to consider changes to use permit conditions of approval (such as winery appointment requirements, hours of operation, and traffic mitigation).

DELIVERABLES

SCHEDULE (est)

- | | |
|---|------------------------------|
| 1. Meet with NCTPA staff; work on a schedule for completing the project. schedule. | April May 2013 |
| 2. Convene a Community Advisory Committee (CAC); develop informational brochure and questionnaire; conduct CAC meetings; summarize and discuss results/findings. | May – July 2013 |
| 3. Gather existing travel behavior data and identify data gaps and research questions. | May - July 2013 |
| 4. Design and implement travel behavior study; conduct vehicle counts at 20 (min.) survey data locations; summarize counts and plate data; perform winery regression analysis; perform in-person surveys; obtain DMV vehicle address data information; collect mobile phone data (origin/destination) with trip tables. | June - October 2013 |
| 5. Report survey results and data analysis; develop origin destination trip tables for all data collection methods, develop visual representations of origin destination trip tables; provide final technical documentation and tables; meet with agency staff to discuss findings and results; discuss feasibility of expanded travel or paratransit services. | October 2013 - February 2014 |

**EXHIBIT C
WORK SCHEDULE**

Activity	2013												2014	
	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB			
Execute Work Authorization # P001														
Task 1 Meet with Agency Staff														
Task 2 Convene a Community Advisory Committee														
Task 3 Gather Existing Travel Behavior Data														
Task 4 Design and Implement Travel Behavior Survey														
Task 5 Report Survey Results and Data Analysis														

EXHIBIT D

FEE SCHEDULE - Final Cost Proposal

This attachment provides the basis of payment and fee schedule. **The basis of payment for this contract is indicated by an "X" in the applicable box.** The basis shall be supported by the Final Cost Proposal (FCP) shown below. If more than one basis of payment is used, each one must be supported by a separate FCP.

"X"	Basis	
_____	Lump Sum	The lump sum shall be equal to the maximum amount payable. The lump sum includes all direct and indirect costs and fixed fee. The Planner shall be paid pro rata based on the percentage of work completed. For payment the Planner is not required to provide evidence of actual hours worked, travel, overhead rates or other evidence of cost.
<u> X </u>	Unit Cost	The unit cost(s) for each type of unit and number of units are shown in the FCP. The unit cost includes all direct and indirect costs and fixed fee. The Planner shall be paid based on the type and number of units fully completed and the respective unit cost. For payment, the Planner is not required to provide evidence of actual hours worked, travel, overhead rates or any other cost data. The FCP may include special items, such as equipment which are not included in the unit costs. Documentation of these special costs may be required. The maximum amount payable equals the total of all units times their respective unit cost plus any special direct items shown.
_____	Specified Rate Basis	The specified rates for each type of labor are shown in the FCP below. The FCP may include special items, such as equipment which are not included in the specified rates. Payment shall be based on the actual hours worked multiplied by the specified rate for each type of labor plus other agreed to special direct cost items. The specified rate includes direct labor and indirect cost and fixed fee. The NCTPA may request documentation of reimbursable direct costs including hours worked. Documentation of special item costs may be required. The specified rate is not subject to audit.
_____	Cost Plus Fixed Fee	<p>Payment shall be based on direct and indirect costs incurred <u>plus</u> a pro rata share of the fixed fee based on the ratio of <u>labor and overhead cost incurred to total estimated labor and overhead cost in the FCP</u> or the percentage of work completed. The invoice must itemize labor rates, hours worked, other direct costs and indirect costs. The Engineer may be required to provide documentation of hours worked and any eligible direct costs claimed. The provisional overhead rate charged is subject to audit and adjustment to actual rates incurred. The FCP below shows the hourly rates for labor, other direct expenses including but not limited to travel and allowable materials, provisional overhead rate and the fixed fee.</p> <p>A. Actual Cost Plus Fixed Fee - Actual wages are paid (no minimum, no maximum.)</p> <p>B. Range of Cost Plus Fixed Fee – Actual wages <u>must</u> be within the allowable range shown on the Final Cost Proposal.</p>

EXHIBIT D
FEE SCHEDULE
LABOR RATES

- SEE ATTACHED -

DRAFT

EXHIBIT D
FEE SCHEDULE

Final Cost Proposal (FCP) Supporting Basis of Payment

The Planner will be reimbursed on a per-project basis and on a not-to-exceed specified rate as defined in EXHIBIT D.

The Planner will be paid from monthly invoices submitted directly to NCTPA with required Monthly Progress Reports.

Compensation for Additional Services (if any) shall be paid by NCTPA to the Planner according to the terms of a future Supplemental Agreement or Work Authorization.

The **MAXIMUM AMOUNT PAYABLE** is **\$198,800** .

DRAFT

EXHIBIT "D"

Napa Valley Travel Behavior Study
Fehr & Peers Level of Effort and Cost Estimate

Task	Fehr & Peers (Hours)						Total Hours	Direct Expenses ¹	MioVision ²	AirSage ³	Total Cost
	Principal \$275	Project Manager \$185	Engineer/Planner \$135	Graphics/Admin \$110							
Meet with Agency Staff	2	4	2				8	\$100			\$1,660
Convene a Community Advisory Committee	4	40	16				60	\$500			\$11,160
Gather Existing Travel Behavior Data	4	8	46				58	\$400			\$9,190
Design and Implement Travel Behavior Survey ⁴	8	64	180				252	\$5,900	\$43,000	\$60,000	\$147,240
Report Survey Results and Data Analysis	12	32	56	31			131	\$1,000			\$21,190
In-Person Meetings (2)	8	20	12	4			44	\$400			\$8,360
Community Advisory Committee Meetings (0)	0	0	0	0			0	\$0			\$0
Total	38	168	312	35			553	\$8,300	\$43,000	\$60,000	\$198,800

Notes:

1. Direct expenses include travel, reproduction, printing, and communications.
2. Cost based on number of data collection locations rather than hours of labor.
3. Cost based on population within geographic catchment area and level of geographic analysis rather than hours of labor.
4. Includes \$4,000 to produce and mail license plate survey.

Kulick, Renee

Subject: FW: Travelor Behavior Survey - winery dbase
Attachments: Cost 4-4-13.pdf

From: Kevin Johnson [<mailto:K.Johnson@fehrrandpeers.com>]
Sent: Thursday, April 04, 2013 3:31 PM
To: Hurwitz, Eliot
Subject: RE: Travelor Behavior Survey - winery dbase

Hi Eliot, I just wanted to follow up on the voicemail I left you earlier regarding the revised scope and budget for the Napa Valley Travel Behavior Survey. The changes are described below and an updated cost estimate is attached.

As discussed in my previous email reducing the number of meetings will result in a reduction of about \$12,000.

I have also finished developing a preliminary TAZ system to use as the basis for AirSage to aggregate cell phone origin-destination data to. I was able to reduce the number of zones to about 700, which is a reduction of 700 zones. In a previous email I had mentioned my initial cost was based on 2,000 zones but after talking with AirSage it turns out I had told them 1,400 zones. This results in a cost reduction of about \$15,000, reducing the AirSage cost from \$75,000 to \$60,000. Please note additional reductions are possible as I am still assuming 6 time periods and 9 trip purposes to be collected. I thought the reductions would be more with the number of TAZs cut in half but unfortunately the main cost for them is determining the Home and Work zones for the cell phones whereas the aggregation is not that difficult once they have done that.

The addition of 20 wineries (total 30 wineries) to the winery data collection effort will increase the cost by only \$6,000 if NCTPA staff (or others) can help implement the survey in-person at the wineries to answer any questions respondents might have. I am still assuming the use of 10 F&P staff so the \$6,000 is for the tube count and data analysis for the 20 additional wineries.

New Cost:

$\$220,000 - \$12,000 \text{ (meetings)} - \$15,000 \text{ (AirSage)} + \$6,000 \text{ (wineries)} = \$199,000$

Kevin Johnson | Senior Transportation Planner
FEHR & PEERS