

# Napa Valley Transportation Authority

625 Burnell Street  
Napa, CA 94559



## Agenda - Final

Wednesday, January 19, 2022  
1:00 PM

**REFER TO COVID-19 SPECIAL NOTICE**

### **NVRTA Board of Directors**

\*\*\*\*\*COVID-19 SPECIAL NOTICE\*\*\*\*\*

#### PUBLIC MEETING GUIDELINES FOR PARTICIPATING VIA PHONE/VIDEO CONFERENCING

Consistent with California Assembly Bill 361 and Government Code Section 54953, due to the COVID-19 State of Emergency and the recommendations for physical distancing, the Napa Valley Transportation Authority (NVRTA) Board meeting will be held virtually. To maximize public safety while still maintaining transparency, members of the public may observe and participate in the meeting from home. The public is invited to participate telephonically or electronically via the methods below:

- 1) To join the meeting via Zoom video conference from your PC, Mac, iPad, iPhone or Android: go to <https://zoom.us/join> and enter meeting ID 997 5007 2830
- 2) To join the Zoom meeting by phone: dial 1-669-900-6833, enter meeting ID: 997 5007 2830 If asked for the participant ID or code, press #.
- 3) Watch live on YouTube: <https://www.youtube.com/channel/UCrpiLcW9uRmA0EE6w-eKZyw?app=desktop>

Public Comments: Members of the public may comment on matters within the subject matter of the Board's jurisdiction that are not on the meeting agenda during the general public comment item at the beginning of the meeting. Comments related to a specific item on the agenda must be reserved until the time the agenda item is considered and the Chair invites public comment. (Members of the public are welcome to address the Board, however, under the Brown Act Board members may not deliberate or take action on items not on the agenda, and generally may only listen.) Instructions for submitting a Public Comment are on the next page.

Members of the public may submit a public comment in writing by emailing [info@nvta.ca.gov](mailto:info@nvta.ca.gov) by 10:00 a.m. on the day of the meeting with PUBLIC COMMENT as the subject line (for comments related to an agenda item, please include the item number). All written comments should be 350 words or less, which corresponds to approximately 3 minutes or less of speaking time. Public comments emailed to [info@nvta.ca.gov](mailto:info@nvta.ca.gov) after 10 a.m. the day of the meeting will be entered into the record but not read out loud. If authors of the written correspondence would like to speak, they are free to do so and should raise their hand and the Chair will call upon them at the appropriate time.

1. To comment during a virtual meeting (Zoom), click the "Raise Your Hand" button (click on the "Participants" tab) to request to speak when Public Comment is being taken on the Agenda item. You must unmute yourself when it is your turn to make your comment for up to 3 minutes. After the allotted time, you will then be re-muted. Instructions for how to "Raise Your Hand" is available at <https://support.zoom.us/hc/en-us/articles/205566129-Raise-Hand-In-Webinar>.

2. To comment by phone, press "\*9" to request to speak when Public Comment is being taken on the Agenda item. You must unmute yourself by pressing "\*6" when it is your turn to make your comment, for up to 3 minutes. After the allotted time, you will be re-muted.

Instructions on how to join a video conference are available at: <https://support.zoom.us/hc/en-us/articles/201362193-Joining-a-Meeting>

Instructions on how to join a meeting by phone are available at: <https://support.zoom.us/hc/en-us/articles/201362663-Joining-a-meeting-by-phone>

Note: The methods of observing, listening, or providing public comment to the meeting may be altered due to technical difficulties or the meeting may be cancelled, if needed.

All materials relating to an agenda item for an open session of a regular meeting of the NVTA Board of Directors are posted on the NVTA website 72 hours prior to the meeting at: <https://nctpa.legistar.com/Calendar.aspx> or by emailing [info@nvta.ca.gov](mailto:info@nvta.ca.gov) to request a copy of the agenda.

Materials distributed to the members of the Board present at the meeting will be available for public inspection after the meeting. 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.

Americans with Disabilities Act (ADA): 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 Laura Sanderlin, NVTA Board Secretary, at (707) 259-8633 during regular business hours, at least 48 hours prior to the time of the meeting.

Note: Where times are indicated for agenda items, they are approximate and intended as estimates only, and may be shorter or longer as needed.

Acceso y el Título VI: La NVTA puede proveer asistencia/facilitar la comunicación a las personas discapacitadas y los individuos con conocimiento limitado del inglés quienes quieran dirigirse a la Autoridad. Para solicitar asistencia, por favor llame al número (707) 259-8633. Requerimos que solicite asistencia con tres días hábiles de anticipación para poderle proveer asistencia.

Ang Accessibility at Title VI: Ang NVTA ay nagkakaloob ng mga serbisyo/akomodasyon kung hilingin ang mga ito, ng mga taong may kapansanan at mga indibiduwal na may limitadong kaalaman sa wikang Ingles, na nais na matugunan ang mga bagay-bagay na may kinalaman sa NVTA Board. Para sa mga tulong sa akomodasyon o pagsasalin-wika, mangyari lang tumawag sa (707) 259-8633. Kakailanganin namin ng paunang abiso na tatlong araw na may pasok sa trabaho para matugunan ang inyong kahilingan.

**1. Call to Order****2. Pledge of Allegiance****3. Roll Call****3.1 AB 361 Requirements for Remote Public Meetings (DeeAnne Gillick) (Pages 9-13)**

**Recommendation:** That the Napa Valley Transportation Authority (NVTA) Board approve Resolution 22-02 making findings and declaring its intent to continue remote teleconference meetings pursuant to Government Code section 54953 due to the Governor's Proclamation of State Emergency and state and local recommendations related to physical distancing due to the threat of COVID-19.

**Estimated Time:** 1:05 p.m.

**Attachments:** [Staff Report](#)

**4. Adoption of the Agenda****5. Public Comment****6. Chairperson's, Board Members', Metropolitan Transportation Commissioner's, and Association of Bay Area Governments Update****7. Director's Update**

Note: Where times are indicated for the agenda items, they are approximate and intended as estimates only and may be shorter or longer as needed.

**8. PRESENTATIONS****8.1 Recognition of Director Dorman**

**Recommendation:** NVTA Chair will recognize Director Dorman for her time served on the NVTA and NVTA-TA Boards.

**Estimated Time:** 1:15 p.m.

**8.2 Fare Coordination and Integration Study**

**Recommendation:** Information only. William Bacon, Bay Area Metro will present.

**Estimated Time:** 1:30 p.m.

**9. CONSENT AGENDA ITEMS****9.1 Meeting Minutes of November 17, 2021 (Laura Sanderlin) (Pages 14-17)**

**Recommendation:** Board action will approve the November 17, 2021 meeting minutes.

**Estimated Time:** 1:35 p.m.

**Attachments:** [Draft Minutes](#)

**9.2 Resolution No. 22-01 State-Funded Transit Projects with California Department of Transportation (Caltrans) (Rebecca Schenck) (Pages 18-56)**

**Recommendation:** That the Napa Valley Transportation Authority (NVTA) Board adopt Resolution No. 22-01 authorizing the Executive Director, or designee, to execute a Master Agreement, Program Supplementals and any amendments thereto with the California Department of Transportation (Caltrans) for State-Funded Transit Projects.

**Estimated Time:** 1:35 p.m.

**Attachments:** [Staff Report](#)

**10. REGULAR AGENDA ITEMS****10.1 Priority Development Area Investment and Growth Strategy 2021 Update (Diana Meehan) (Pages 57-88)**

**Recommendation:** Board action will accept and file the Priority Development Area (PDA) Investment and Growth Strategy 2021 update.

**Estimated Time:** 1:45 p.m.

**Attachments:** [Staff Report](#)



**10.2 Swainson Hawk Nesting Tree Credits for Soscol Junction  
(Danielle Schmitz) (pages 89-169)**

**Recommendation:** That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director, or designee, to execute and make minor modifications to the Bullock Bend Mitigation Bank contract (Attachments 1) for Swainson Hawk nesting tree credit in order to fulfill mitigation requirements by the California Department of Fish and Wildlife (CDFW) for the construction of Soscol Junction.

**Estimated Time:** 2:05 p.m.

**Attachments:** [Staff Report](#)

**10.3 Transit Operations Services Agreement No. 21-12 with Transdev  
Services Inc. (Rebecca Schenck) (Pages 170-177)**

**Recommendation:** That the NVTA Board approve a modification to the Transit Operations Services Agreement No. 21-12 Section 3, to increase the contract amount by \$2.831 million over the 7-year contract period in anticipation of increased wages.

**Estimated Time:** 2:25 p.m.

**Attachments:** [Staff Report](#)

**10.4 Federal and State Legislative Update (Kate Miller) (Pages 178-199)**

**Recommendation:** Information only. The Napa Valley Transportation Authority (NVTA) Board will receive the Federal and State Legislative updates.

**Estimated Time:** 2:40 p.m.

**Attachments:** [Staff Report](#)

**11. FUTURE AGENDA ITEMS**

**12. CLOSED SESSION**

- 12.1 CONFERENCE WITH LABOR NEGOTIATORS (Government Code Section 54957.6))**  
Authority Designated Representative: Authority Chair  
Unrepresented Employee: Executive Director

Estimated Time: 3:00 p.m.

### **13. ADJOURNMENT**

#### **13.1 Approval of Next Regular Meeting Date of February 16, 2022 and Adjournment**

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 NVTA Offices, 625 Burnell Street, Napa, CA by 5:00 p.m. by Friday, January 2022.

Laura Sanderlin (e-sign)  
Laura M. Sanderlin, NVTA Board Secretary

## Glossary of Acronyms

<b>AB 32</b>	Global Warming Solutions Act	<b>GGRF</b>	Greenhouse Gas Reduction Fund
<b>ABAG</b>	Association of Bay Area Governments	<b>GTFS</b>	General Transit Feed Specification
<b>ADA</b>	American with Disabilities Act	<b>HBP</b>	Highway Bridge Program
<b>ATAC</b>	Active Transportation Advisory Committee	<b>HBRR</b>	Highway Bridge Replacement and Rehabilitation Program
<b>ATP</b>	Active Transportation Program	<b>HIP</b>	Housing Incentive Program
<b>BAAQMD</b>	Bay Area Air Quality Management District	<b>HOT</b>	High Occupancy Toll
<b>BART</b>	Bay Area Rapid Transit District	<b>HOV</b>	High Occupancy Vehicle
<b>BATA</b>	Bay Area Toll Authority	<b>HR3</b>	High Risk Rural Roads
<b>BRT</b>	Bus Rapid Transit	<b>HSIP</b>	Highway Safety Improvement Program
<b>BUILD</b>	Better Utilizing Investments to Leverage Development	<b>HTF</b>	Highway Trust Fund
<b>CAC</b>	Citizen Advisory Committee	<b>HUTA</b>	Highway Users Tax Account
<b>CAP</b>	Climate Action Plan	<b>IFB</b>	Invitation for Bid
<b>Caltrans</b>	California Department of Transportation	<b>ITIP</b>	State Interregional Transportation Improvement Program
<b>CASA</b>	Committee to House the Bay Area	<b>ITOC</b>	Independent Taxpayer Oversight Committee
<b>CEQA</b>	California Environmental Quality Act	<b>IS/MND</b>	Initial Study/Mitigated Negative Declaration
<b>CIP</b>	Capital Investment Program	<b>JARC</b>	Job Access and Reverse Commute
<b>CMA</b>	Congestion Management Agency	<b>LCTOP</b>	Low Carbon Transit Operations Program
<b>CMAQ</b>	Congestion Mitigation and Air Quality Improvement Program	<b>LIFT</b>	Low-Income Flexible Transportation
<b>CMP</b>	Congestion Management Program	<b>LOS</b>	Level of Service
<b>CalSTA</b>	California State Transportation Agency	<b>LS&amp;R</b>	Local Streets & Roads
<b>CTP</b>	Countywide Transportation Plan	<b>MaaS</b>	Mobility as a Service
<b>COC</b>	Communities of Concern	<b>MAP 21</b>	Moving Ahead for Progress in the 21 <sup>st</sup> Century Act
<b>CTC</b>	California Transportation Commission	<b>MPO</b>	Metropolitan Planning Organization
<b>DAA</b>	Design Alternative Analyst	<b>MTC</b>	Metropolitan Transportation Commission
<b>DBB</b>	Design-Bid-Build	<b>MTS</b>	Metropolitan Transportation System
<b>DBF</b>	Design-Build-Finance	<b>ND</b>	Negative Declaration
<b>DBFOM</b>	Design-Build-Finance-Operate-Maintain	<b>NEPA</b>	National Environmental Policy Act
<b>DED</b>	Draft Environmental Document	<b>NOAH</b>	Natural Occurring Affordable Housing
<b>EIR</b>	Environmental Impact Report	<b>NOC</b>	Notice of Completion
<b>EJ</b>	Environmental Justice	<b>NOD</b>	Notice of Determination
<b>FAS</b>	Federal Aid Secondary	<b>NOP</b>	Notice of Preparation
<b>FAST</b>	Fixing America's Surface Transportation Act	<b>NVTA</b>	Napa Valley Transportation Authority
<b>FHWA</b>	Federal Highway Administration	<b>NVTA-TA</b>	Napa Valley Transportation Authority-Tax Agency
<b>FTA</b>	Federal Transit Administration	<b>OBAG</b>	One Bay Area Grant
<b>FY</b>	Fiscal Year	<b>PA&amp;ED</b>	Project Approval Environmental Document
<b>GHG</b>	Greenhouse Gas		

## Glossary of Acronyms

<b>P3 or PPP</b>	Public-Private Partnership	<b>SOV</b>	Single-Occupant Vehicle
<b>PCC</b>	Paratransit Coordination Council	<b>STA</b>	State Transit Assistance
<b>PCI</b>	Pavement Condition Index	<b>STIC</b>	Small Transit Intensive Cities
<b>PCA</b>	Priority Conservation Area	<b>STIP</b>	State Transportation Improvement Program
<b>PDA</b>	Priority Development Areas	<b>STP</b>	Surface Transportation Program
<b>PIR</b>	Project Initiation Report	<b>TAC</b>	Technical Advisory Committee
<b>PMS</b>	Pavement Management System	<b>TCM</b>	Transportation Control Measure
<b>Prop. 42</b>	Statewide Initiative that requires a portion of gasoline sales tax revenues be designated to transportation purposes	<b>TCRP</b>	Traffic Congestion Relief Program
<b>PSE</b>	Plans, Specifications and Estimates	<b>TDA</b>	Transportation Development Act
<b>PSR</b>	Project Study Report	<b>TDM</b>	Transportation Demand Management Transportation Demand Model
<b>PTA</b>	Public Transportation Account	<b>TE</b>	Transportation Enhancement
<b>RACC</b>	Regional Agency Coordinating Committee	<b>TEA</b>	Transportation Enhancement Activities
<b>RFP</b>	Request for Proposal	<b>TEA 21</b>	Transportation Equity Act for the 21 <sup>st</sup> Century
<b>RFQ</b>	Request for Qualifications	<b>TFCA</b>	Transportation Fund for Clean Air
<b>RHNA</b>	Regional Housing Needs Allocation	<b>TIGER</b>	Transportation Investments Generation Economic Recovery
<b>RM2</b>	Regional Measure 2 (Bridge Toll)	<b>TIP</b>	Transportation Improvement Program
<b>RM3</b>	Regional Measure 3	<b>TIRCP</b>	Transit and Intercity Rail Capital Program
<b>RMRP</b>	Road Maintenance and Rehabilitation Program	<b>TLC</b>	Transportation for Livable Communities
<b>ROW</b>	Right of Way	<b>TLU</b>	Transportation and Land Use
<b>RTEP</b>	Regional Transit Expansion Program	<b>TMP</b>	Traffic Management Plan
<b>RTIP</b>	Regional Transportation Improvement Program	<b>TMS</b>	Transportation Management System
<b>RTP</b>	Regional Transportation Plan	<b>TNC</b>	Transportation Network Companies
<b>SAFE</b>	Service Authority for Freeways and Expressways	<b>TOAH</b>	Transit Oriented Affordable Housing
<b>SAFETEA-LU</b>	Safe, Accountable, Flexible, and Efficient Transportation Equity Act-A Legacy for Users	<b>TOD</b>	Transit-Oriented Development
<b>SB 375</b>	Sustainable Communities and Climate Protection Act 2008	<b>TOS</b>	Transportation Operations Systems
<b>SB 1</b>	The Road Repair and Accountability Act of 2017	<b>TPA</b>	Transit Priority Area
<b>SCS</b>	Sustainable Community Strategy	<b>TPI</b>	Transit Performance Initiative
<b>SHA</b>	State Highway Account	<b>TPP</b>	Transit Priority Project Areas
<b>SHOPP</b>	State Highway Operation and Protection Program	<b>VHD</b>	Vehicle Hours of Delay
<b>SNTDM</b>	Solano Napa Travel Demand Model	<b>VMT</b>	Vehicle Miles Traveled
<b>SR</b>	State Route		
<b>SRTS</b>	Safe Routes to School		



## NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

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### **SUBJECT**

AB 361 Requirements for Remote Public Meetings

### **STAFF RECOMMENDATION**

That the Napa Valley Transportation Authority (NVRTA) Board approve Resolution 22-02 and holding the next NVRTA meeting remotely should the existing emergency declaration continue, permitting remote meeting allowances in accordance with AB 361.

### **EXECUTIVE SUMMARY**

AB 361 allows local legislative bodies to hold remote meetings during a proclaimed state of emergency, if state or local officials have imposed or recommended measures that warrant holding meetings remotely.

On September 27, 2021 the Napa County Executive Officer and Public Health Officer issued a recommendation that all public boards and commissions that wish to continue meeting remotely to help minimize the spread and transmission of COVID-19 be permitted to do so.

### **FISCAL IMPACT**

None



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## NAPA VALLEY TRANSPORTATION AUTHORITY

### Board Agenda Memo

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**TO:** Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Laura Sanderlin, Office Manager/Board Secretary  
(707) 259-8633 / Email: [lsanderlin@nvta.ca.gov](mailto:lsanderlin@nvta.ca.gov)  
**SUBJECT:** AB 361 Requirements for Remote Public Meetings

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#### **RECOMMENDATION**

That the Napa Valley Transportation Authority (NVTA) Board approve Resolution 22-02 to hold the next NVTA meeting remotely should the existing emergency declaration continue, permitting remote meeting allowances in accordance with AB 361.

#### **BACKGROUND**

AB 361 allows local legislative bodies to hold remote meetings during a proclaimed state of emergency, if state or local officials have imposed or recommended measures that warrant holding meetings remotely.

On September 27, 2021 the Napa County Executive Officer and Public Health Officer issued a recommendation that all public boards and commissions that wish to continue meeting remotely to help minimize the spread and transmission of COVID-19 be permitted to do so.

NVTA staff is monitoring the status of the Governor's state of emergency proclamation, state and local orders related to social distancing, and health and safety conditions related to COVID-19, and confirm that said conditions continue to exist that warrant remote only meetings pursuant to the provisions of paragraph Government Code section 54953, subdivision (e)(3). Staff recommends the Board consider extending the time during which it may continue to meet by teleconference without compliance with paragraph (3) of subdivision (b) of section 54953 of the Brown Act.

#### **ATTACHMENT(S)**

- 1) Resolution 22-02

**RESOLUTION No. 22-02**

**A RESOLUTION OF THE  
NAPA VALLEY TRANSPORTATION AUTHORITY (NVRTA)  
MAKING FINDINGS REAUTHORIZING REMOTE TELECONFERENCE MEETINGS  
AND DECLARING ITS INTENT TO CONTINUE REMOTE TELECONFERENCE  
MEETINGS PURSUANT TO GOVERNMENT CODE SECTION 54953**

**WHEREAS**, the Napa Valley Transportation Authority (NVRTA) is committed to preserving and nurturing public access and participation in meetings of the Board;

**WHEREAS**, all legislative body meetings of NVRTA are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and observe the Commission conduct its business; and

**WHEREAS**, Governor Newsom signed AB 361, amending the Brown Act, including Government Code section 54953(e), which makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

**WHEREAS**, a required condition of AB 361 is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

**WHEREAS**, such conditions now exist in the State, specifically, the Governor of the State of California proclaimed a state of emergency on March 4, 2020, related to the threat of COVID-19, which remains in effect and Executive order N-1-22; and

**WHEREAS**, California Department of Public Health and the federal Centers for Disease Control and Prevention caution that the Delta variant of COVID- 19, currently the dominant strain of COVID-19 in the country, is more transmissible than prior variants of the virus, may cause more severe illness, and that even fully vaccinated individuals can spread the virus to others resulting in rapid and alarming rates of COVID-19 cases and hospitalizations (<https://www.cdc.gov/coronavirus/2019-ncov/variants/delta-variant.html>); and

**WHEREAS**, on September 27, 2021, the Napa County Executive Officer and Public Health Officer jointly recommended social distancing measures and that all boards and commissions continue meeting remotely, in whole or in part, in order to help minimize the spread and transmission of COVID-19; and

**WHEREAS**, due to the seriousness of the current pandemic situation, the Napa County Executive Officer and Public Health Officer has required that all unvaccinated persons wear facial coverings indoors, and recommend that all persons, regardless of vaccination status, wear facial coverings indoors; and

**WHEREAS**, the Board found on November 17, 2021 pursuant to Resolution 21-30 that the COVID-19 emergency has caused, and will continue to cause, conditions of peril to the safety of persons that are likely to be beyond the control of services, personnel, equipment, and facilities of NVTa, and found that meeting in person for meetings of all NVTa legislative bodies would present imminent risks to the health or safety of attendees, and thus the Board invoked the provisions of AB 361 to allow for remote teleconference meetings without compliance with paragraph (3) of subdivision (b) of section 54953; and

**WHEREAS**, the Board of Directors does hereby find that emergency conditions persist within the County of Napa due to the COVID-19 emergency, the state of emergency continues to directly impact the ability of the members to meet safely in person, and the Governor's state of emergency proclamation, state regulations and local recommendations related to social distancing continue.

**NOW, THEREFORE, BE IT RESOLVED THAT THE NAPA VALLEY TRANSPORTATION BOARD DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:**

1. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

2. The Board hereby finds that meeting in person for meetings of all NVTa related legislative bodies subject to the Ralph M. Brown Act would present imminent risks to the health and safety of attendees.

3. Staff is hereby directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings of the Board and all NVTa legislative bodies in accordance with Government Code section 54953, subdivision (e) and other applicable provisions of the Brown Act for remote only teleconference meetings.

4. Staff is further directed to continue to monitor the health and safety conditions related to COVID-19, the status of the Governor's state of emergency, the state regulations related to social distancing, and the local orders related to health and safety, and present to the Board at its next regularly scheduled meeting the related information and recommendations for remote only meetings pursuant to the provisions of paragraph Government Code section 54953, subdivision (e)(3), and to consider extending the time during which the Commission may continue to meet by teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.



**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** by the Board of Directors of the Napa Valley Transportation Authority, at a regular meeting held on January 19, 2022, by the following vote:

\_\_\_\_\_  
Alfredo Pedroza, NVTa Chair

Ayes:

Nays:

Absent:

ATTEST:

\_\_\_\_\_  
Laura Sanderlin, NVTa Board Secretary

APPROVED:

\_\_\_\_\_  
DeeAnne Gillick, NVTa Legal Counsel

# Napa Valley Transportation Authority

625 Burnell Street  
Napa, CA 94559

## Meeting Minutes NVTB Board of Directors

Wednesday, November 17, 2021

1:00 PM

REFER TO COVID-19 SPECIAL NOTICE

### 1. Call to Order

Chair Pedroza called the meeting to order at 1:08pm.

### 2. Roll Call

Leon Garcia  
Alfredo Pedroza  
Paul Dohring  
Mark Joseph  
John F. Dunbar  
Kerri Dorman  
Belia Ramos  
Geoff Ellsworth  
Liz Alessio  
Gary Kraus  
Scott Sedgley  
Irias Lopez-Ortega

Non Voting:  
Doug Weir

### 3. Adoption of the Agenda

**Motion MOVED by DUNBAR, SECONDED by KRAUS to APPROVE adoption of the agenda as amended. Motion carried by the following roll call vote:**

**Aye:** 23 - Garcia, Pedroza, Dohring, Joseph, Dunbar, Dorman, Ramos, Alessio, Kraus, Sedgley, and Lopez-Ortega

**Absent:** 1 - Ellsworth

### 4. Public Comment

None

### 5. Chairperson's, Board Members', Metropolitan Transportation Commissioner's, and Association of Bay Area Governments Update

- ABAG update was reported by Director Ramos and Director Garcia
- MTC update was reported by Chair Pedroza
- Director Dorman announced resignation

Director Ellsworth joined the meeting at 1:17pm.

## 6. Director's Update

Director Miller reported:

- MTC funding activities
- Climate Action Plan Transportation Infrastructure and Caltrans projects
- MTC letter to Governor Newsom
- NVTa TIFIA Loan approval
- Staff recognitions

## **8. CONSENT AGENDA ITEMS**

Motion **MOVED** by JOSEPH, **SECONDED** by GARCIA to **APPROVE** Consent Items 8.1-8.6. Motion carried by the following roll call vote:

**Aye:** 24 - Garcia, Pedroza, Dohring, Joseph, Dunbar, Dorman, Ramos, Ellsworth, Alessio, Kraus, Sedgley, and Lopez-Ortega

### **8.1** Meeting Minutes of October 20, 2021 (Laura Sanderlin) (Pages 8-12)

**Attachments:** [Draft Minutes](#)

### **8.2** Resolution No. 21-29 Setting the Regular Meeting Time, Place, and Schedule of the Napa Valley Transportation Authority (NVTa) Governing Board, the Technical Advisory Committee (TAC), the Paratransit Coordinating Council (PCC), the Citizen Advisory Committee (CAC), and the Active Transportation Advisory Committee (ATAC) for Calendar Year (CY) 2022 (Laura Sanderlin) (Pages 13-23)

**Attachments:** [Staff Report](#)

### **8.3** AB 361 Requirements for Remote Public Meetings (Laura Sanderlin) (Pages 24-28)

**Attachments:** [Staff Report](#)

### **8.4** Agreement No. 21-49 with Avail Technologies for Maintenance of the Vine Computer Aided Dispatch/Automatic Vehicle Location (CAD/AVL) System (Rebecca Schenck) (pages 29-57)

**Attachments:** [Staff Report](#)

### **8.5** Amendment #4 to Project Work Order No. E-14 to NVTa Agreement No. 18-21 with GHD Inc. to Provide Professional Engineering Services for Design Plans, Specifications and Estimates (PS&E) Phase Services for the Soscol Junction Project (Sanjay Mishra) (Pages 58-63)

**Attachments:** [Staff Report](#)

### **8.6** Paratransit Coordinating Council (PCC) Member Appointments (Kathy Alexander) (Pages 64-69)

**Attachments:** [Staff Report](#)

## **9. REGULAR AGENDA ITEMS**

**9.1 Resolution No. 21-24 Amending the Fiscal Year (FY) 2020-21 Budget (Antonio Onorato) (Pages 70-78)**

**Attachments:** [Staff Report](#)

**Motion MOVED by SEDGLEY, SECONDED by DUNBAR to APPROVE Item 9.1. Motion carried by the following roll call vote:**

**Aye:** 24 - Garcia, Pedroza, Dohring, Joseph, Dunbar, Dorman, Ramos, Ellsworth, Alessio, Kraus, Sedgley, and Lopez-Ortega

**9.2 2022 Federal and State Legislative Advocacy Program and Project Priorities and Legislative Update (Kate Miller) (Pages 79-101)**

**Attachments:** [Staff Report](#)

**Federal legislative update provided by Erik Huey and George Riccardo, Platinum Advisors Washington DC and State legislative update provided by Steve Wallauch, Platinum Advisors Sacramento, CA.**

**Public comment made by Hans Korve, Napa resident and Citizen Advisory Committee member.**

**Director Miller presented the 2022 Federal and State Legislative Advocacy Programs and Project Priorities.**

**Motion MOVED by GARCIA, SECONDED by ALESSIO to approve Item 9.2. Motion carried by the following roll call vote:**

**Aye:** 23 - Garcia, Pedroza, Dohring, Joseph, Dunbar, Dorman, Ramos, Ellsworth, Alessio, Kraus, and Sedgley

**Absent:** 1 - Lopez-Ortega

**9.3 Emergency Back-Up Power for the Soscol Gateway Transit Center (SGTC) (Kate Miller) (Pages 102-105)**

**Attachments:** [Staff Report](#)

**Information Only/No Action Taken**

**NVTA Board engaged in discussion of short term solutions with a phased approach toward a long term solution.**

**Director Kraus requested to obtain the existing electrical offset.**

**9.4 Proposed Changes to the Napa Valley Transportation Authority (NVTA) Organizational Chart (Laura Sanderlin) (Pages 106-109)**

**Attachments:** [Staff Report](#)

**Motion MOVED by DUNBAR, SECONDED by ALESSIO to APPROVE Item 9.4. Motion carried by the following roll call vote:**

**Aye:** 24 - Garcia, Pedroza, Dohring, Joseph, Dunbar, Dorman, Ramos, Ellsworth, Alessio, Kraus, Sedgley, and Lopez-Ortega

**10. FUTURE AGENDA ITEMS**

None

## **11. ADJOURNMENT**

Chair Pedroza adjourned the meeting at 2:45pm.

### **11.1 Approval of Next Regular Meeting Date of December 15, 2021 and Adjournment**

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Laura M. Sanderlin, NVTB Board Secretary



## NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

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### **SUBJECT**

Resolution No. 22-01 State-Funded Transit Projects with California Department of Transportation (Caltrans)

### **STAFF RECOMMENDATION**

That the Napa Valley Transportation Authority (NVTA) Board adopt Resolution No. 22-01 (Attachment 1) authorizing the Executive Director, or designee, to execute a Master Agreement (Attachment 2), Program Supplementals and any amendments thereto with the California Department of Transportation (Caltrans) for State-Funded Transit Projects.

### **EXECUTIVE SUMMARY**

The Napa Valley Transportation Authority (NVTA) is eligible to receive State funding for certain transit projects, through the California Department of Transportation. A Master Agreement, Program Supplementals, Fund Exchange Agreements and/or Fund Transfer Agreements need to be executed with the California Department of Transportation before such funds can be claimed. This Master Agreement must be executed prior to the receipt of Local Partnership Program fund totaling \$1.1 Million for the Vine Bus Maintenance Facility.

### **FISCAL IMPACT**

The agreement will render NVTA eligible to receive funds for State-Funded Transit Projects which varies annually depending on grants awarded.



## NAPA VALLEY TRANSPORTATION AUTHORITY

### Board Agenda Memo

---

**TO:** NVRTA Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Rebecca Schenck, Program Manager – Public Transit  
(707) 259-8636 / Email: [rschenck@nvta.ca.gov](mailto:rschenck@nvta.ca.gov)  
**SUBJECT:** Resolution No. 22-01 State-Funded Transit Projects with California Department of Transportation (Caltrans)

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#### **RECOMMENDATION**

That the Napa Valley Transportation Authority (NVRTA) Board adopt Resolution No. 22-01 (Attachment 1) authorizing the Executive Director, or designee, to execute a Master Agreement (Attachment 2), Program Supplementals and any amendments thereto with the California Department of Transportation (Caltrans) for State-Funded Transit Projects.

#### **COMMITTEE RECOMMENDATION**

None

#### **BACKGROUND**

Caltrans is requesting that NVRTA adopt Resolution 22-01 (Attachment 1) in order to execute a Master Agreement (Attachment 2) and Program Supplements for State-Funded Transit Project. This is required in addition the existing Master Agreement Administering Agency State Agreement for Federal Aid Project that the Board authorized the Executive Director to sign with Resolution 18-20 back in 2018.

#### **ALTERNATIVES**

- 1) The NVRTA Board could decide not to execute this agreement and therefore render NVRTA ineligible to receive funding for State-Funded Transit Projects.
- 2) The NVRTA Board could decide to request a change in the Master Agreement from Caltrans prior to execution delaying receipt of funding anticipated for the Maintenance Facility.

### **STRATEGIC GOALS MET BY THIS PROPOSAL**

Goal 1: Serve the transportation needs of the entire community regardless of age, income or ability.

Goal 2: Improve system safety in order to support all modes and serve all users.

Goal 4: Support Napa County's economic vitality.

Goal 6: Prioritize the maintenance and rehabilitation of the existing system.

Vine Transit and its ancillary services meet all of the goals by providing mobility to all members of the community. While transit services are inherently safer than other modes of transportation, it is essential to prioritize maintenance of that system to ensure safety and wellbeing of riders and others that share the roadway. Vine Transit is essential for connecting workers with jobs improving the economic vitality of the Valley. The agreement is essential for receiving Caltrans grant funds for the aforementioned purposes.

### **ATTACHMENT(S)**

(1) Resolution 22-01

(2) Master Agreement State Funded Transit Project



**RESOLUTION No. 22-01**

**A RESOLUTION OF THE  
NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA)  
AUTHORIZATION FOR THE EXECUTION OF A MASTER AGREEMENT AND  
PROJECT SUPPLEMENTS FOR STATE-FUNDED TRANSIT PROJECTS**

**WHEREAS**, the Napa Valley Transportation Authority may receive state funding from the California Department of Transportation (Department) now or sometime in the future for transit projects; and

**WHEREAS**, substantial revisions were made to the programming and funding process for the transportation projects programmed in the State Transportation Improvement Program, by Chapter 622 (SB 45) of the Statutes of 1997; and

**WHEREAS**, the statutes related to state-funded transit projects require a local or regional implementing agency to execute an agreement with the Department before it can be reimbursed for project expenditures; and

**WHEREAS**, the Department utilizes Master Agreements for State-Funded Transit Projects, along with associated Program Supplements, for the purpose of administering and reimbursing state transit funds to local agencies; and

**WHEREAS**, the Napa Valley Transportation Authority wishes to delegate authorization to execute these agreements and any amendments thereto to the Executive Director.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Napa Valley Transportation Authority that the fund recipient agrees to comply with all conditions and requirements set forth in this agreement and applicable statutes, regulations and guidelines for all state-funded transit projects.

**NOW THEREFORE, BE IT FURTHER RESOLVED** that the Executive Director be authorized to execute the Master Agreement and all Program Supplements for State-Funded Transit Projects and any Amendments thereto with the California Department of Transportation.

Passed and Adopted the 19<sup>th</sup> day of January 2022.

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Alfredo Pedroza, NVTA Chair

Ayes:

Nays:

Absent:

ATTEST:

\_\_\_\_\_  
Laura Sanderlin, NVTA Board Secretary

APPROVED:

\_\_\_\_\_  
DeeAnne Gillick, NVTA Legal Counsel

# **Master Agreement State Funded Transit Projects**



## **California Department of Transportation**

DIVISION OF RAIL AND MASS TRANSPORTATION  
1120 N STREET, ROOM 3300  
P. O. BOX 942874, MS-39  
SACRAMENTO, CA 94274-0001  
PHONE (916) 654-8012



**STATE OF CALIFORNIA  
 DEPARTMENT OF TRANSPORTATION  
 DIVISION OF RAIL AND MASS TRANSPORTATION**

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**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
DIVISION OF RAIL AND MASS TRANSPORTATION**

**MASTER AGREEMENT  
STATE FUNDED TRANSIT PROJECTS**

**Effective Date of this Agreement:** April 4, 2022 or upon final signature, whichever is later  
**Termination Date of this Agreement:** April 4, 2032  
**Recipient:** Napa Valley Transportation Authority

**APPLICABLE FUNDING SOURCES COVERED BY THIS AGREEMENT WILL BE IDENTIFIED  
IN EACH SPECIFIC PROGRAM SUPPLEMENT  
ADOPTING THE TERMS OF THIS AGREEMENT**

- ◆ **General Fund**
- ◆ **State Highway Account**
- ◆ **Public Transportation Account**
- ◆ **Clean Air and Transportation Improvement Act of 1990 (PROP. 116) Bond Fund**
- ◆ **Traffic Congestion Relief Fund (TCR), GC 14556.40**
- ◆ **Proposition 1A, the Safe, Reliable High-Speed Passenger Train Bond Act**
- ◆ **Road Repair and Accountability Act of 2017, Senate Bill 1**
- ◆ **2018 Local Partnership Program**
- ◆ **Other State Funding Sources (Existing and Future)**

This AGREEMENT, entered into effective as of the date set forth above, is between the signatory public entity identified hereinabove, hereinafter referred to as **RECIPIENT**, and the STATE OF CALIFORNIA, acting by and through its Department of Transportation, hereinafter referred to as **STATE**.

**ARTICLE I - PROJECT ADMINISTRATION**

**Section 1. Program Supplement**

*A. General*

- (1) This AGREEMENT shall have no force and effect with respect to any PROJECT unless and until a separate PROJECT specific "PROGRAM SUPPLEMENT – STATE FUNDED TRANSIT PROJECT(S)," hereinafter referred

to as "PROGRAM SUPPLEMENT," adopting all of the terms and conditions of this AGREEMENT has been fully executed by both **STATE** and **RECIPIENT**.

- (2) **RECIPIENT** agrees to complete each defined PROJECT, or the identified PROJECT Phase/Component thereof, described in the PROGRAM SUPPLEMENT adopting all of the terms and conditions of this AGREEMENT.
- (3) A financial commitment of actual PROJECT funds will only occur in each detailed and separate PROGRAM SUPPLEMENT. No funds are obligated by the prior execution of this AGREEMENT alone.
- (4) **RECIPIENT** further agrees, as a condition to the release and payment of the funds encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all the agreed-upon Special Covenants and Conditions attached to or made a part of the PROGRAM SUPPLEMENT identifying and defining the nature of that specific PROJECT.
- (5) The PROGRAM SUPPLEMENT shall include: a detailed Scope of Work conforming to the included Project Description, a Project Schedule, an Overall Funding Plan, and a Project Financial Plan as required by the applicable Program Guidelines.
  - a. The Scope of Work shall include a detailed description of the PROJECT and will itemize the major tasks and their estimated costs.
  - b. The Project Schedule shall include major tasks and/or milestones and their associated beginning and ending dates and duration.
  - c. The Overall Funding Plan shall itemize the various PROJECT Components, the committed funding program(s) or source(s), and the matching funds to be provided by **RECIPIENT** and/or other funding sources, if any [these Components include Environmental and Permits; Plans, Specifications and Estimates (PS&E); Right-of-Way (ROW); and Construction (including transit vehicle acquisition)].
  - d. The Project Financial Plan shall identify estimated expenditures for each PROJECT Component by funding source.
- (6) Adoption and execution of the PROGRAM SUPPLEMENT by **RECIPIENT** and **STATE**, incorporating the terms and conditions of this AGREEMENT into the PROGRAM SUPPLEMENT as though fully set forth therein, shall be sufficient to bind **RECIPIENT** to these terms and conditions when performing the PROJECT. Unless otherwise expressly delegated to a third-party in a resolution by **RECIPIENT's** governing body, which



delegation must be expressly assented to and concurred in by **STATE**, the PROGRAM SUPPLEMENT shall be managed by **RECIPIENT**.

- (7) The estimated cost and scope of each PROJECT will be as described in the applicable PROGRAM SUPPLEMENT. **STATE** funding participation for each PROJECT is limited to those amounts actually encumbered by **STATE** as evidenced in that applicable PROGRAM SUPPLEMENT. A contract awarded by **RECIPIENT** for PROJECT work in an amount in excess of said approved estimate or the PROGRAM SUPPLEMENT funding limit may exceed any said PROGRAM SUPPLEMENT cost estimate and the limits of **STATE**'s participation provided:
  - a. **RECIPIENT** provides the necessary additional funding, or
  - b. A cost increase in **STATE**'s share of PROJECT funding is first requested by **RECIPIENT** (before the cost overrun occurs) and that increase is approved by **STATE** in the form of an Allocation Letter comprising the encumbrance document for that increased **STATE** funding level.
- (8) State programmed fund amounts may be increased to cover PROJECT cost increases only if:
  - a. Such funds are available;
  - b. **STATE** concurs with that proposed increase; and
  - c. **STATE** issues an approved Allocation Letter, Fund Shift Letter, or a Time Extension Letter with additional funding as stated in an executed amendment to that PROGRAM SUPPLEMENT.
- (9) When additional State programmed funds are not available, **RECIPIENT** agrees that reimbursements of invoiced PROJECT costs paid to **RECIPIENT** will be limited to, and shall not exceed, the amounts already approved in the PROGRAM SUPPLEMENT containing the **STATE** approved encumbrance documents and that any increases in PROJECT costs above that **STATE** supported funding level must be defrayed by **RECIPIENT** with non-State funds.
- (10) For each approved PROGRAM SUPPLEMENT, **RECIPIENT** agrees to contribute at least the statutorily or other required local contribution of appropriate matching funds (other than State funds) if any matching funds are specified within the PROGRAM SUPPLEMENT, or any attachment thereto, toward the actual cost of the PROJECT or the amount, if any, specified in an executed SB 2800 (Streets and Highways Code section 164.53) Agreement for local match fund credit, whichever is greater. **RECIPIENT** shall contribute not less than the required match amount

toward the cost of the PROJECT in accordance with a schedule of payments as shown in a Project Financial Plan prepared by **RECIPIENT** as part of a PROGRAM SUPPLEMENT.

- (11) Upon the stated expiration date of this AGREEMENT, any PROGRAM SUPPLEMENTS executed under this AGREEMENT for a PROJECT with work yet to be completed pursuant to the approved Project Schedule shall be deemed to extend the term of this AGREEMENT only to conform to the specific PROJECT termination or completion date contemplated by the applicable PROGRAM SUPPLEMENT to allow that uncompleted PROJECT to be administered under the extended terms and conditions of this AGREEMENT.
- (12) Total project cost includes the cost of a project for all phases (Plans, Specifications, and Estimates (PS&E), Project Approval and Environmental Document (PA&ED) Right-of-Way (ROW), and Construction (CON) including rolling stock) of a Project from start to finish.

#### B. *Project Overrun*

- (1) If **RECIPIENT** and **STATE** determine, at any time during the performance of a PROJECT, that the PROJECT budget may be exceeded, **RECIPIENT** shall take the following steps:
- a. Notify the designated **STATE** representative of the nature and projected extent of the overrun and, within a reasonable period thereafter, identify and quantify potential cost savings or other measures which **RECIPIENT** will institute to bring the Project Budget into balance; and
  - b. Schedule the projected overrun for discussion at the next Quarterly Review meeting; and
  - c. Identify the source of additional **RECIPIENT** or other third party funds that can be made available to complete PROJECT.

#### C. *Scope of Work*

- (1) **RECIPIENT** shall be responsible for complete performance of the work described in the approved PROGRAM SUPPLEMENT for the PROJECT related to the commitment of encumbered funds. All work shall be accomplished in accordance with the applicable provisions of the Public Utilities Code, the Streets and Highways Code, the Government Code, and other applicable statutes and regulations.

- (2) **RECIPIENT** acknowledges and agrees that **RECIPIENT** is the sole control and manager of each PROJECT and its subsequent employment, operation, repair and maintenance for the benefit of the public. **RECIPIENT** shall be solely responsible for complying with the funding and use restrictions established by (a) the statutes from which these funds are derived, (b) the California Transportation Commission (CTC), (c) the State Treasurer, (d) the Internal Revenue Service, (e) the applicable PROGRAM SUPPLEMENT, and (f) this AGREEMENT.

#### *D. Program Supplement Amendments*

PROGRAM SUPPLEMENT amendments will be required whenever there are CTC-approved changes to the cost, scope of work, or delivery schedule of a PROJECT from those specified in the original PROJECT Application and the original PROGRAM SUPPLEMENT. Those changes shall be mutually binding upon the Parties only following the execution of a PROGRAM SUPPLEMENT amendment.

### **Section 2. Allowable Costs and Payments**

#### *A. Allowable Costs and Progress Payment Vouchers*

- (1) Not more frequently than once a month, but at least quarterly, **RECIPIENT** will prepare and submit to **STATE** (directed to the attention of the appropriate State District Transit Representative) signed Progress Payment Vouchers for actual PROJECT costs incurred and paid for by **RECIPIENT** consistent with the Scope of Work document in the PROGRAM SUPPLEMENT and **STATE** shall pay those uncontested allowable costs once the voucher is approved. If no costs were incurred during any given quarter, **RECIPIENT** is exempt from submitting a signed Progress Payment Voucher; but is still required to present a progress report at each Quarterly Review.
- (2) **STATE** shall not be required to reimburse more funds, cumulatively, per quarter of any fiscal year greater than the sums identified and included in the PROJECT Financial Plan. However, accelerated reimbursement of PROJECT funds in excess of the amounts indicated in the Project Financial Plan, cumulatively by fiscal year, may be allowed at the sole discretion of **STATE** if such funds are available for encumbrance to fulfill that need.
- (3) Each such voucher will report the total of PROJECT expenditures from all sources (including those of **RECIPIENT** and third parties) and will specify the percent of State reimbursement requested and the fund source. The

voucher should also summarize State money requested by PROJECT component (environmental and permits, plans specifications, and estimates (PS&E); right of way; construction; rolling stock; or--if bond funded--private activity usage) and phase, and shall be accompanied by a report describing the overall work status and progress on PROJECT tasks. If applicable, the first voucher shall also be accompanied by a report describing any tasks specified in the PROGRAM SUPPLEMENT which were accomplished prior to the Effective Date of this AGREEMENT or the PROGRAM SUPPLEMENT with costs to be credited toward any required local contribution described in Article II, Section 1 of this Agreement (but only if expended pursuant to any applicable prior executed Agreement for Local Match Fund Credit between **RECIPIENT** and **STATE**).

- (4) An Indirect Cost Rate Proposal and/or Central Service Cost Allocation plan and related documentation approved under cognizant agency regulations are to be provided to **STATE** (Caltrans Audits & Investigations) annually for their review, and approval and filing prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for reimbursement.

**B. Advance Payments (TCR Projects Only)**

- (1) Advance reimbursements or payments by **STATE** are not allowed except in the case of TCR funded Projects, and only then when expressly authorized by the CTC.
- (2) In order to receive a CTC approved TCR payment advance, **RECIPIENT** must provide duplicate signed invoices to **STATE** requesting payment of that authorized advance.
- (3) For TCR Projects approved for advanced payment allocation by the CTC, said advance payment shall be deposited by **RECIPIENT** in an interest bearing account held by institutions with long-term credit ratings of "AA" or better from at least two nationally recognized credit rating agencies, or in instruments issued by and secured by the full faith and credit of the U.S. Government or by an agency of the U.S. Government. No TCR interest earnings may be spent on the PROJECT. Interest earned shall be recorded and documented from the time the TCR funds are first deposited in **RECIPIENT**'s account until all the approved TCR advance funds have been expended or returned to **STATE** together with all accrued interest. Interest earned shall be reported to **STATE**'s Project Coordinator on an annual basis and upon the final PROJECT payment when interest earnings, overpayments, and unexpended advanced TCR

funds shall be returned to **STATE** no later than thirty (30) days after PROJECT completion or termination of the PROGRAM SUPPLEMENT, whichever is first in time.

- (4) Advanced funds are to be expended only as indicated in the approved TCR Application. **RECIPIENT** must be able to document the expenditures/disbursement of funds advanced to only pay for actual allowable PROJECT costs incurred.
- (5) Except as expressly allowed hereinbelow, non-TCR funds and TCR project funds not authorized for advance payment can only be released by **STATE** as reimbursement of actual allowable PROJECT costs already incurred and paid for by **RECIPIENT** no earlier than the effective date of this AGREEMENT and not incurred beyond the AGREEMENT/PROGRAM SUPPLEMENT Termination Date.
- (6) Where advance payments are authorized in a PROGRAM SUPPLEMENT, **RECIPIENT** must report and document the expenditure/disbursement of funds advanced to pay for actual eligible PROJECT costs incurred, at least quarterly, using a Progress Payment Voucher to be approved by **STATE's** District Project Administrator.

#### *C. Expedited Payments*

Should **RECIPIENT** have a valid Memorandum of Understanding (MOU) for "Expedited Payment" on file with **STATE's** Accounting Service Center, **RECIPIENT** will, not more frequently than as authorized by that MOU, prepare and submit to **STATE** an Expedited Payment Invoice for reimbursements that are consistent with that MOU, this AGREEMENT, and the applicable PROGRAM SUPPLEMENT. Expedited Payments are subject to policies established in the Caltrans Accounting Manual. One time payments and final payments eligible for expedited pay pursuant to this Section will have ten percent (10%) of each invoice amount withheld until PROJECT completion and **STATE** has evaluated **RECIPIENT's** performance and made a determination that all requirements assumed under this AGREEMENT and the relevant PROGRAM SUPPLEMENT have been satisfactorily fulfilled by **RECIPIENT**.

#### *D. Advance Expenditure of Local Funds*

Government Code section 14529.17 (AB 872) allows public agencies to expend their own funds on certain programmed projects prior to the CTC's allocation of funds, and, upon receipt of CTC approval, to then seek reimbursement for those allowable prior expenditures following execution of a PROGRAM SUPPLEMENT wherein **STATE** acknowledges and accepts those statutorily authorized prior

expenditures as a credit towards a required **RECIPIENT** match, (if any) or as eligible PROJECT expenditures for reimbursement.

#### *E. Travel Reimbursement*

Payments to **RECIPIENT** for PROJECT related travel and subsistence expenses of **RECIPIENT** forces and its subcontractors claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid rank and file State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by **RECIPIENT** are in excess of those authorized DPA rates, then **RECIPIENT** is responsible for the cost difference, and any overpayments inadvertently paid by **STATE** shall be reimbursed to **STATE** by **RECIPIENT** on demand.

#### *F. Final Invoice*

The PROGRAM SUPPLEMENT Termination Date refers to the last date for **RECIPIENT** to incur valid PROJECT costs or credits and is the date that the PROGRAM SUPPLEMENT expires. **RECIPIENT** has one hundred and eighty (180) days after that Termination Date to make already incurred final allowable payments to PROJECT contractors or vendors, prepare the PROJECT Closeout Report, and submit the final invoice to **STATE** for reimbursement of allowable PROJECT costs before those remaining State funds are unencumbered and those funds are reverted as no longer available to pay any PROJECT costs. **RECIPIENT** expressly waives any right to allowable reimbursements from **STATE** pursuant to this AGREEMENT for costs incurred after that termination date and for costs invoiced to **RECIPIENT** for payment after that one hundred and eightieth (180<sup>th</sup>) day following the PROJECT Termination Date.

## **ARTICLE II – GENERAL PROVISIONS**

### **Section 1. Funding**

#### *A. Local Match Funds*

Subparagraphs “(1) and (2)” within this Section 1.A. apply only to those PROJECTS where the PROJECT funding is programmed to require a local match. (See individual Program Guidelines for specific funding requirements).

- (1) Except where specifically allowed by the applicable PROGRAM SUPPLEMENT, reimbursement of and credits for local matching funds will be made or allowed only for work performed after the Effective Date of a PROGRAM SUPPLEMENT and prior to the Termination Date unless permitted

as local match PROJECT expenditures made prior to the effective date of the PROGRAM SUPPLEMENT pursuant to Government Code section 14529.17 or by an executed SB 2800 Agreement for Local Match Fund Credit.

- (2) **RECIPIENT** agrees to contribute at least the statutorily or other required local contribution of matching funds (other than State or federal funds), if any is specified within the PROGRAM SUPPLEMENT or any attachment thereto, toward the actual cost of the PROJECT or the amount, if any, specified in any executed SB 2800 (Streets and Highways Code Section 164.53) Agreement for local match fund credit, whichever is greater. **RECIPIENT** shall contribute not less than its required match amount toward the PROJECT cost in accordance with a schedule of payments as shown in the Project Financial Plan prepared by **RECIPIENT** and approved by **STATE** as part of a PROGRAM SUPPLEMENT.

#### *B. Funding Contingencies*

Delivery by **STATE** of all funds encumbered to reimburse allowable PROJECT costs pursuant to this AGREEMENT is contingent upon prior budget action by the Legislature, fund allocation by the CTC or the United States Department of Transportation, and submittal by **RECIPIENT** and approval by **STATE** of all PROJECT documentation, including, without limitation, that required by Government Code section 14085. In the event of the imposition of additional conditions, delays, or a cancellation or reduction in funding, as approved by the Legislature, the CTC or the United States Department of Transportation, **RECIPIENT** shall be excused from meeting the time and expenditure constraints set forth in the Project Financial Plan and the Project Schedule to the extent of such delay, cancellation or reduction and the PROGRAM SUPPLEMENT will be amended to reflect the resultant necessary changes in PROJECT funding, scope, or scheduling.

#### *C. Funds Movement*

**RECIPIENT** shall not make any proposed changes in any of the four PROJECT expenditure Components (Environmental and Permits, PS&E, Right-of-Way and Construction), including major equipment acquisitions without prior written **STATE** approval. **STATE** will also determine whether those proposed changes are significant enough to warrant CTC review. Specific rules and guidelines regarding this process may be detailed in the applicable CTC Resolutions, including, but not limited to, numbers G-06-04 and G-06-20 or their successors.

### **Section 2. Audits and Reports**

#### A. *Cost Principles*

- (1) **RECIPIENT** agrees to comply with Title 2 Code of Federal Regulations 200 (2 CFR 200), Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.
- (2) **RECIPIENT** agrees, and will assure that its contractors and subcontractors will be obligated to agree to follow 2 CFR 200 and it shall be used to determine the allowability of individual Project cost items. Every sub-recipient receiving Project funds as a contractor or sub-contractor under this agreement shall comply with 2 CFR 200.
- (3) Any PROJECT costs for which **RECIPIENT** has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR 200, are subject to repayment by **RECIPIENT** to **STATE**. Should **RECIPIENT** fail to reimburse moneys due **STATE** within thirty (30) days of demand, or within such other period as may be agreed in writing between the Parties hereto, **STATE** is authorized to intercept and withhold future payments due **RECIPIENT** from **STATE** or any third-party source, including but not limited to, the State Treasurer, the State Controller and the CTC.

#### B. *Record Retention*

- (1) **RECIPIENT** agrees, and will assure that its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred PROJECT costs and matching funds by line item for the PROJECT. The accounting system of **RECIPIENT**, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of **RECIPIENT**, its contractors and subcontractors connected with PROJECT performance under this AGREEMENT and each PROGRAM SUPPLEMENT shall be maintained for a minimum of three (3) years from the date of final payment to **RECIPIENT** under a PROGRAM SUPPLEMENT and shall be held open to inspection, copying, and audit by representatives of **STATE**, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by **RECIPIENT**, its contractors, and subcontractors upon receipt of any request made by **STATE** or its agents. In conducting an audit of the costs and match credits claimed under this AGREEMENT, **STATE** will rely to the maximum extent possible on any prior audit of **RECIPIENT** pursuant to the provisions



of federal and State law. In the absence of such an audit, any acceptable audit work performed by **RECIPIENT**'s external and internal auditors may be relied upon and used by **STATE** when planning and conducting additional audits.

- (2) For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with the performance of **RECIPIENT**'s contracts with third parties pursuant to Government Code section 8546.7, **RECIPIENT**, **RECIPIENT**'s contractors and subcontractors and **STATE** shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such AGREEMENT and PROGRAM SUPPLEMENT materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of final payment to **RECIPIENT** under any PROGRAM SUPPLEMENT. **STATE**, the California State Auditor, or any duly authorized representative of **STATE** or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a PROJECT for audits, examinations, excerpts, and transactions, and **RECIPIENT** shall furnish copies thereof if requested.
- (3) **RECIPIENT**, its contractors and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by **STATE**, for the purpose of any investigation to ascertain compliance with this AGREEMENT.

#### C. Quarterly Review

- (1) Subject to the discretion of **STATE**, **RECIPIENT** and **STATE** agree to conduct, on a quarterly basis, on-site reviews of all aspects of the progress of each PROJECT. **RECIPIENT** agrees, during each quarterly progress review, to inform **STATE** regarding:
  - a. Whether the PROJECT is proceeding on schedule and within budget;
  - b. Any requested changes to the Project Description, Scope of Work, Project Schedule, Overall Funding Plan, or Project Financial Plan contained in a PROGRAM SUPPLEMENT;
  - c. Major construction accomplishments during the quarter;

- d. Any actual or anticipated problems which could lead to delays in schedule, increased costs or other difficulties;
  - e. The status of the PROJECT budget; and
  - f. The status of critical elements of PROJECT.
- (2) Quarterly reviews of **RECIPIENT** progress will include consideration of whether reported implementation activities are within the scope of the PROJECT PROGRAM SUPPLEMENT and in compliance with State laws, regulations, and administrative requirements.

### Section 3. Special Requirements

#### A. California Transportation Commission (CTC) Resolutions

- (1) **RECIPIENT** shall adhere to applicable CTC policies, as may be adopted or amended from time to time, governing eligibility, project management, use of funds including, but not limited to the "Timely Use of Funds" as stated in Resolution G-06-04, adopted April 26, 2006, addressing the expenditure and reimbursement of TCR funds and Resolution G-09-11, adopted October 14, 2009, to provide guidance for the use of Proposition 116 and STIP funds. All CTC resolutions, and/or successor resolutions in place at the time a PROGRAM SUPPLEMENT is executed, shall be applicable to all state funded projects including, but not limited to Prop 116, STIP, TCR funds, Proposition 1A, and the Road Repair and Accountability Act of 2017, respectively.
- (2) **RECIPIENT** shall be bound to the terms and conditions of this AGREEMENT; the PROJECT application contained in the PROGRAM SUPPLEMENT (as applicable); and CTC Resolutions G-06-04, G-09-11 and/or their respective successors in place at the time the PROGRAM SUPPLEMENT is signed (as applicable) and all restrictions, rights, duties and obligations established therein on behalf of **STATE** and CTC shall accrue to the benefit of the CTC and shall thereafter be subject to any necessary enforcement action by CTC or **STATE**. All terms and conditions stated in the aforesaid CTC Resolutions and CTC-approved Guidelines in place at the time the PROGRAM SUPPLEMENT is signed (if applicable) shall also be considered to be binding provisions of this AGREEMENT.
- (3) **RECIPIENT** shall conform to any and all permit and mitigation duties associated with PROJECT as well as all environmental obligations established in CTC Resolution G-91-2 and/or its successors in place at the time a PROGRAM SUPPLEMENT is signed, as applicable, at the expense of **RECIPIENT** and/or the responsible party and without any further

financial contributions or obligations on the part of **STATE** unless a separate PROGRAM SUPPLEMENT expressly provides funding for the specific purpose of hazardous materials remediation.

- (4) **RECIPIENT** acknowledges when the PROGRAM SUPPLEMENT is executed the **RECIPIENT** is to comply with all CTC resolutions as adopted or currently amended as well as the guidelines, and policies applicable to state funded programs (or projects) including, but not limited to, Prop 116, STIP, TCR, Proposition 1A, and the Road Repair and Accountability Act of 2017.

**B. RECIPIENT Resolution**

- (1) **RECIPIENT** has executed this AGREEMENT pursuant to the authorizing **RECIPIENT** resolution, attached as Attachment II to this AGREEMENT, which empowers **RECIPIENT** to enter into this AGREEMENT and which may also empower **RECIPIENT** to enter into all subsequent PROGRAM SUPPLEMENTS adopting the provisions of this AGREEMENT.
- (2) If **RECIPIENT** or **STATE** determines that a separate Resolution is needed for each PROGRAM SUPPLEMENT, **RECIPIENT** will provide information as to who the authorized designee is to act on behalf of the **RECIPIENT** to bind **RECIPIENT** with regard to the terms and conditions of any said PROGRAM SUPPLEMENT or amendment and will provide a copy of that additional Resolution to **STATE** with the PROGRAM SUPPLEMENT or any amendment to that document.

**C. Termination**

- (1) **STATE** reserves the right to terminate funding for any PROGRAM SUPPLEMENT upon written notice to **RECIPIENT** in the event that **RECIPIENT** fails to proceed with PROJECT work in accordance with the PROGRAM SUPPLEMENT, the bonding requirements, if applicable, or otherwise violates the conditions of this AGREEMENT and/or the PROGRAM SUPPLEMENT or the funding allocation such that substantial performance is significantly endangered.
- (2) No such termination shall become effective if, within thirty (30) days after receipt of a Notice of Termination, **RECIPIENT** either cures the default involved or, if not reasonably susceptible of cure within said thirty (30)-day period, **RECIPIENT** proceeds thereafter to complete the cure in a manner and time line acceptable to **STATE**. Any such termination shall be accomplished by delivery to **RECIPIENT** of a Notice of Termination,

which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, **RECIPIENT** and **STATE** shall meet to attempt to resolve any dispute.

- (3) Following a fund encumbrance made pursuant to a PROGRAM SUPPLEMENT, if **RECIPIENT** fails to expend TCR/GENERAL FUND monies by June 30 of any applicable Fiscal Year that those funds would revert, those funds will be deemed withdrawn and will no longer be available to reimburse PROJECT work unless those funds are specifically made available beyond the end of that Fiscal Year through re-appropriation or other equivalent action of the Legislature and written notice of that action is provided to **RECIPIENT** by **STATE**.
- (4) In the event **STATE** terminates a PROGRAM SUPPLEMENT for convenience and not for a default on the part of **RECIPIENT** as is contemplated in C (1) and (2) above of this Section 3, **RECIPIENT** shall be reimbursed its authorized costs up to **STATE**'s proportionate and maximum share of allowable PROJECT costs incurred to the date of **RECIPIENT**'s receipt of that notice of termination, including any unavoidable costs reasonably and necessarily incurred up to and following that termination date by **RECIPIENT** to effect such termination following receipt of that termination notice.

#### D. Third Party Contracting

- (1) **RECIPIENT** shall not award a construction contract over \$10,000 or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of **STATE**. Contracts awarded by **RECIPIENT**, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.
- (2) Any subcontract entered into by **RECIPIENT** as a result of this AGREEMENT shall contain the provisions of ARTICLE II – GENERAL PROVISIONS, Section 2. Audits and Reports and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as PROJECT costs only after those costs are incurred and paid for by the subcontractors.

- (3) To be eligible for local match credit, **RECIPIENT** must ensure that local match funds used for the PROJECT meet the General Provisions requirements outlined in this ARTICLE II in the same manner as required of all other PROJECT expenditures.
- (4) In addition to the above, the preaward requirements of third party contractor/consultants with local transit agencies should be consistent with Local Program Procedures (LPP-00-05).

E. *Change in Funds and Terms/Amendments*

This AGREEMENT and the resultant PROGRAM SUPPLEMENTS may be modified, altered, or revised only with the joint written consent of **RECIPIENT** and **STATE**.

F. *Project Ownership*

- (1) Unless expressly provided to the contrary in a PROGRAM SUPPLEMENT, subject to the terms and provisions of this AGREEMENT, **RECIPIENT**, or a designated subrecipient acceptable to **STATE**, as applicable, shall be the sole owner of all improvements and property included in the PROJECT constructed, installed or acquired by **RECIPIENT** or subrecipient with funding provided to **RECIPIENT** under this AGREEMENT. **RECIPIENT**, or subrecipient, as applicable, is obligated to continue operation and maintenance of the physical aspects of the PROJECT dedicated to the public transportation purposes for which PROJECT was initially approved unless **RECIPIENT**, or subrecipient, as applicable, ceases ownership of such PROJECT property; ceases to utilize the PROJECT property for the intended public transportation purposes; or sells or transfers title to or control over PROJECT and **STATE** is refunded the Credits due **STATE** as provided in paragraph (4) herein below.
- (2) Should State bond funds be encumbered to fund any part of a PROJECT under this AGREEMENT, then, at **STATE**'s option, before **RECIPIENT** will be permitted to make any proposed change in use, **RECIPIENT** shall be required to first obtain a determination by Bond Counsel acceptable to the State Treasurer's Office and **STATE** that a change in the operation, proportion, or scope of PROJECT as originally proposed by **RECIPIENT** will not adversely affect the tax exempt status of those bonds.
- (3) PROJECT right-of-way, PROJECT facilities constructed or reconstructed on a PROJECT site and/or PROJECT property (including vehicles and vessels) purchased by **RECIPIENT** (excluding temporary construction easements and excess property whose proportionate resale proceeds are distributed pursuant to this AGREEMENT) shall remain permanently

dedicated to the described public transit use in the same proportion and scope, and to the same extent as mandated in the PROGRAM SUPPLEMENT and related Bond Fund Certification documents, if applicable, unless **STATE** agrees otherwise in writing. Vehicles acquired as part of PROJECT, including, but not limited to, buses, vans, rail passenger equipment and ferry vessels, shall be dedicated to that public transportation use for their full economic life cycle, which, for the purpose of this AGREEMENT, will be determined in accordance with standard national transit practices and applicable rules and guidelines, including any extensions of that life cycle achievable by reconstruction, rehabilitation or enhancements.

- (4) (a) Except as otherwise set forth in this Section 4, **STATE**, or any other **STATE**-assignee public body acting on behalf of the CTC, shall be entitled to a refund or credit (collectively the Credit), at **STATE**'s sole option, equivalent to the proportionate PROJECT funding participation received by **RECIPIENT** from **STATE** if **RECIPIENT**, or a sub-recipient, as applicable, (i) ceases to utilize PROJECT for the original intended public transportation purposes or (ii) sells or transfers title to or control over PROJECT. If federal funds (meaning only those federal funds received directly by **RECIPIENT** and not federal funds derived through or from the State) have contributed to the PROJECT, **RECIPIENT** shall notify both **STATE** and the original federal source of those funds of the disposition of the PROJECT assets or the intended use of those sale or transfer receipts.
- (b) **STATE** shall also be entitled to an acquisition Credit for any future purchase or condemnation of all or portions of PROJECT by **STATE** or a designated representative or agent of **STATE**.
- (c) The Credit due **STATE** will be determined by the ratio of **STATE**'s funding when measured against the **RECIPIENT**'s funding participation (the Ratio). For purposes of this Section 4, the State's funding participation includes federal funds derived through or from **STATE**. That Ratio is to be applied to the then present fair market value of PROJECT property acquired or constructed as provided in (d) and (e) below.
- (d) For Mass Transit vehicles, this Credit [to be deducted from the then remaining equipment value] shall be equivalent to the percentage of the full extendable vehicle economic life cycle remaining, multiplied by the Ratio of funds provided for that equipment acquisition. For real property, this same funding Ratio shall be applied to the then present fair market value, as determined by

**STATE**, of the PROJECT property acquired or improved under this AGREEMENT.

- (e) Such Credit due **STATE** as a refund shall not be required if **RECIPIENT** dedicates the proceeds of such sale or transfer exclusively to a new or replacement **STATE** approved public transit purpose, which replacement facility or vehicles will then also be subject to the identical use restrictions for that new public purpose and the Credit ratio due **STATE** should that replacement project or those replacement vehicles cease to be used for that intended described pre-approved public transit purpose.
- (1) In determining the present fair market value of property for purposes of calculating **STATE**'s Credit under this AGREEMENT, any real property portions of a PROJECT site contributed by **RECIPIENT** shall not be included. In determining **STATE**'s proportionate funding participation, **STATE**'s contributions to third parties (other than **RECIPIENT**) shall be included if those contributions are incorporated into the PROJECT.
- (2) Once **STATE** has received the Credit as provided for above because **RECIPIENT**, or a sub-recipient, as applicable, has (a) ceased to utilize the PROJECT for the described intended public transportation purpose(s) for which **STATE** funding was provided and **STATE** has not consented to that cessation of services or (b) sold or transferred title to or control over PROJECT to another party (absent **STATE** approval for the continued transit operation of the PROJECT by that successor party under an assignment of **RECIPIENT**'s duties and obligations), neither **RECIPIENT**, subrecipient, nor any party to whom **RECIPIENT** or subrecipient, as applicable, has transferred said title or control shall have any further obligation under this AGREEMENT to continue operation of PROJECT and/or PROJECT facilities for those described public transportation purposes, but may then use PROJECT and/or any of its facilities for any lawful purpose.
- (3) To the extent that **RECIPIENT** operates and maintains Intermodal Transfer Stations as any integral part of PROJECT, **RECIPIENT** shall maintain each station and all its appurtenances, including, but not limited to, restroom facilities, in good condition and repair in accordance with high standards of cleanliness (Public Utilities Code section 99317.8). Upon request of **STATE**, **RECIPIENT** shall also authorize State-funded bus services to use those stations and appurtenances without any charge to **STATE** or the bus operator.

This permitted use will include the placement of signs and informational material designed to alert the public to the availability of the State-funded bus service (for the purpose of this paragraph, "State-funded bus service" means any bus service funded pursuant to Public Utilities Code section 99316).

- (4) Special conditions apply to any proposed sale or transfer or change of use as respects PROJECT property, facilities or equipment acquired with tax free State bond funds and **RECIPIENT** shall conform to those restrictions as set forth herein and in said bonds.

#### *G. Disputes*

**STATE** and **RECIPIENT** shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, **RECIPIENT** shall submit to the **STATE's** District Contract Manager or designee a written demand for a decision regarding the disposition of any dispute arising under this agreement. The District Contract Manager shall make a written decision regarding the dispute and will provide it to the fund **RECIPIENT**. The fund **RECIPIENT** shall have an opportunity to challenge the District Contract Manager's determination but must make that challenge in writing within ten (10) working days to the Mass Transportation Program Manager or his/her designee. [If the fund **RECIPIENT** challenge is not made within the ten (10) day period, the District Contract Manager's decision shall become the final decision of the **STATE**.] **STATE** and **RECIPIENT** shall submit written, factual information and supporting data in support their respective positions. The decision of the Mass Transportation Program Manager or his/her designee shall be final, conclusive and binding regarding the dispute, unless **RECIPIENT** commences an action in court of competent jurisdiction to contest the decision in accordance with Division 3.6 of the California Government Code.

#### *H. Hold Harmless and Indemnification*

- (1) Neither **STATE** nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by **RECIPIENT**, its agents and contractors under or in connection with any work, authority, or jurisdiction delegated to **RECIPIENT** under this AGREEMENT or any PROGRAM SUPPLEMENT or as respects environmental clean up obligations or duties of **RECIPIENT** relative to PROJECT. It is also understood and agreed that, **RECIPIENT** shall fully defend, indemnify and hold the CTC and **STATE** and their officers and employees harmless from any liability imposed for injury and damages or environmental obligations or duties arising or created by



reason of anything done or imposed by operation of law or assumed by, or omitted to be done by **RECIPIENT** under or in connection with any work, authority, or jurisdiction delegated to **RECIPIENT** under this AGREEMENT and all PROGRAM SUPPLEMENTS.

- (2) **RECIPIENT** shall indemnify, defend and hold harmless **STATE**, the CTC and the State Treasurer relative to any misuse by **RECIPIENT** of State funds, PROJECT property, PROJECT generated income or other fiscal acts or omissions of **RECIPIENT**.

#### *I. Labor Code Compliance*

**RECIPIENT** shall include in all subcontracts awarded using PROJECT funds, when applicable, a clause that requires each subcontractor to comply with California Labor Code requirements that all workers employed on public works aspects of any project (as defined in California Labor Code §§ 1720-1815) be paid not less than the general prevailing wage rates predetermined by the Department of Industrial Relations as effective the date of Contract award by the **RECIPIENT**.

#### *J. Non-Discrimination*

- (1) In the performance of work under this AGREEMENT, **RECIPIENT**, its contractor(s) and all subcontractors, shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age, marital status, family and medical care leave, pregnancy leave, and disability leave. **RECIPIENT**, its contractor(s) and all subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. **RECIPIENT**, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of **RECIPIENT**'s contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

- (2) Should federal funds be constituted as part of PROJECT funding or compensation received by **RECIPIENT** under a separate Contract during the performance of this AGREEMENT, **RECIPIENT** shall comply with this AGREEMENT and with all federal mandated contract provisions as set forth in that applicable federal funding agreement.
- (3) **RECIPIENT** shall include the non-discrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

K. *State Fire Marshal Building Standards Code*

The State Fire Marshal adopts building standards for fire safety and panic prevention. Such regulations pertain to fire protection design and construction, means of egress and adequacy of exits, installation of fire alarms, and fire extinguishment systems for any State-owned or State-occupied buildings per section 13108 of the Health and Safety Code. When applicable, **RECIPIENT** shall request that the State Fire Marshal review PROJECT PS&E to ensure PROJECT consistency with State fire protection standards.

L. *Americans with Disabilities Act*

By signing this Master Agreement, **RECIPIENT** assures **STATE** that **RECIPIENT** shall comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.).

M. *Access for Persons with Disabilities*

Disabled access review by the Department of General Services (Division of the State Architect) is required for all publicly funded construction of buildings, structures, sidewalks, curbs and related facilities. **RECIPIENT** will award no construction contract unless **RECIPIENT**'s plans and specifications for such facilities conform to the provisions of sections 4450 and 4454 of the California Government Code, if applicable. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

N. *Disabled Veterans Program Requirements*

- (1) Should Military and Veterans Code sections 999 et seq. be applicable to **RECIPIENT**, **RECIPIENT** will meet, or make good faith efforts to meet, the 3% Disabled Veterans Business Enterprises goals (or **RECIPIENT**'s applicable higher goals) in the award of every contract for PROJECT work to be performed under these this AGREEMENT.

- (2) **RECIPIENT** shall have the sole duty and authority under this AGREEMENT and each PROGRAM SUPPLEMENT to determine whether these referenced code sections are applicable to **RECIPIENT** and, if so, whether good faith efforts asserted by those contractors of **RECIPIENT** were sufficient as outlined in Military and Veterans Code sections 999 et seq.

O. *Environmental Process*

Completion of the PROJECT environmental process ("clearance") by **RECIPIENT** (and/or **STATE** if it affects a State facility within the meaning of the applicable statutes) is required prior to requesting PROJECT funds for right-of-way purchase or construction. No State agency may request funds nor shall any State agency, board or commission authorize expenditures of funds for any PROJECT effort, except for feasibility or planning studies, which may have a significant effect on the environment unless such a request is accompanied with all appropriate documentation of compliance with or exemption from the California Environmental Quality Act (CEQA) (including, if as appropriate, an environmental impact report, negative declaration, or notice of exemption) under California Public Resources Code section 21080(b) (10), (11), and (12) provides an exemption for a passenger rail project that institutes or increases passenger or commuter services on rail or highway rights-of-way already in use.

P. *Force Majeure*

Each party will be excused from performance of its obligations where such non-performance is caused by any extraordinary event beyond its reasonable control, such as any non-appealable order, rule or regulation of any federal or state governmental body, fire, flood, earthquake, storm, hurricane or other natural disaster, epidemic, pandemic, war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption, provided that the party excused hereunder shall use all reasonable efforts to minimize its non-performance and to overcome, remedy or remove such event in the shortest practical time.

Should a force majeure event occur which renders it impossible for a period of forty-five (45) or more consecutive days for either party to perform its obligations hereunder, the Parties agree to negotiate in good faith to amend the existing Master Agreement or Supplemental Agreement to deal with such event and to seek additional sources of funding to continue the operation of the Service.

## ARTICLE III – SPECIAL PROVISIONS

### Section 1. Bond Provisions (Applicable only to State Bond Funding encumbered against a specific Program Supplement).

#### A. General Bond Provisions

- (1) If **RECIPIENT** enters into a management contract with a private party (including AMTRAK) for operation of rail, ferry or other transportation services in connection with PROJECT, **RECIPIENT** will obtain prior approval from Bond Counsel acceptable to **STATE** that the terms of that management contract meet the requirements of Internal Revenue Service Revenue Procedure 97-13 (as supplemented or amended) or any successor thereto (dealing generally with guidelines for when management contracts may be deemed not to create a "private use" of bond-financed property) or are otherwise acceptable. **RECIPIENT** must also be prepared to certify, upon request of **STATE**, that the revenues which **RECIPIENT** (or its manager) will receive directly from the operation of transportation services in connection with PROJECT (but not including any subsidy of the transportation operation from taxes or other outside fund sources) are, for any fiscal year, less than the ordinary and necessary expenses directly attributable to the operation and maintenance of the transportation system (excluding any overhead or administrative costs of **RECIPIENT**).
- (2) Except as provided in this Article III, A (1), **STATE** and **RECIPIENT** agree that any costs of PROJECT acquired or constructed by **RECIPIENT** allocable to portions of PROJECT which are subject to any property interests held by a non-governmental person(s) in connection with business activities, such as easements, leases, or fee interests, not generally enjoyed by the public (hereinafter referred to as "Non-Governmentally Used Property" or "NUP") shall require the prior approval of **STATE** and the State Treasurer, as applicable. If **RECIPIENT** receives any revenues or profits from any NUP activities allowed pursuant to this Article (whether approved at this time or hereafter approved by **STATE**), **RECIPIENT** agrees that such revenues or profits shall be used exclusively for the public transportation services for which PROJECT was initially approved, either for capital improvements or operating costs. If **RECIPIENT** does not so dedicate those revenues or profits, a proportionate share shall (unless disapproved by Bond Counsel) be paid to **STATE** equivalent to the Ratio of **STATE**'s percentage of participation in PROJECT.

- (3) Notwithstanding the foregoing, **RECIPIENT** may be authorized to receive an allocation of bond proceeds for NUP activity, in an amount not to exceed the amount specified in the PROGRAM SUPPLEMENT, if **RECIPIENT** submits a certified bond certification questionnaire to the **STATE**, and both the **STATE** and the State Treasurer approve the private activities contained therein.
- (4) **RECIPIENT** shall not loan any portion of bond proceeds funding PROJECT to any private (including nonprofit) person or business. For this purpose, a "loan" includes any arrangement that is the economic equivalent of a loan, regardless of how it is named.
- (5) Delivery by **STATE** of any bond funds is contingent on the sale of bonds by the State Treasurer. **STATE** shall not be held liable for any resulting damage or penalty to **RECIPIENT** in the event bond sales are delayed, canceled, or downsized or other AGREEMENT funds are restricted, limited or otherwise conditioned by acts of Congress, the Internal Revenue Service, the United States Department of Transportation, the Legislature, or the CTC.
- (6) **RECIPIENT** shall, for the purposes of any State bond funded right of way acquisition which will become a permanent part of PROJECT (such acquisitions exclude temporary construction easements, property allocated to matching funds, and excess property purchased with State funds whose resale proceeds are returned or credited to **STATE**), maintain ownership of such PROJECT property for a minimum of twenty years or until the bonds have matured, whichever occurs first, before transferring or selling such property (subject to all refunds or Credits due **STATE** as provided hereinabove).
- (7) Where **RECIPIENT**'s PROJECT includes a commuter rail PROJECT within the meaning of Proposition 116, **RECIPIENT** shall coordinate and share with other public transit operators any rail rights-of-way, common maintenance services and station facilities used for intercity and commuter rail. Intercity and commuter rail services shall be coordinated with each other, with other providers and with freight traffic to provide integrated rail passenger and freight services with minimal conflict.
- (8) **RECIPIENT** agrees that all passenger vehicles, rail, and water borne ferry equipment, and all facilities acquired or constructed with Proposition 116 bond funds shall be accessible to persons with physical disabilities, including wheelchair users, at all stops, stations and terminals, whether or not staffed.

- (9) NUP shall, for accounting and bookkeeping purposes, first be allocated to funding sources other than the State bond funds. For purposes of making such allocations, the costs attributable to NUP involving a sale, easement, lease or similar arrangement shall be determined on the basis of a fair allocation of value, which may include determinations based upon square meters/feet of the area encumbered by the NUP lease or easement relative to the total area acquired or constructed if all such area is of approximately equal value.
- (10) NUP will include, but is not limited to, property which is sold (including sales of air and subsurface rights), and property subject to easements, leases or similar rights. A rail right of way will not be treated as NUP solely as a result of a Freight Use Easement retained by the seller of the right of way to **RECIPIENT**, provided that the sales agreement appropriately excludes the Freight Use Easement from the property or rights being acquired. Further, notwithstanding anything in this Article III to the contrary, **RECIPIENT** may allocate grant funds to the cost of any NUP if (a) neither **RECIPIENT** nor any other governmental entity will receive, directly or indirectly, any payments from or on behalf of the non-governmental user of the NUP, or (b) the payment from such user does not exceed the operation and maintenance costs fairly attributable or allocable to the non-governmental use of the NUP.
- (11) **RECIPIENT** shall request, in writing, **STATE**'s advance approval if PROJECT funds are to be allocated to any NUP except "incidental use" property described below. If property, the costs of which have previously been allocated to PROJECT funds, is to become NUP before the State bond funds are fully paid or redeemed, then **RECIPIENT** may allocate the costs of such property to another funding source as provided or obtain **STATE**'s approval that the allocation of the costs of such property to the bond funds may remain. It is anticipated that **STATE**'s approval will be granted if, taking into account the existing and expected uses of the proceeds of the State bonds, **STATE** determines that the continued tax-exempt status of the State bonds will not be adversely affected and that the use of the property is consistent with PROJECT and its described purpose.
- (12) For purposes of these fund source allocations, **RECIPIENT** does not have to consider NUP as including those "incidental uses" of PROJECT (for example, advertising billboards, vending machines, telephones, etc.) which meet the applicable requirements of federal tax regulations (IRS Notice 87-69 or any successor thereto). In general, such Notice requires that the incidental use not be physically separated from the rest of PROJECT and not comprise, in the aggregate, more than 2-1/2% of the total costs of PROJECT.

## Section 2. TCRP PROJECTS

The TRAFFIC CONGESTION RELIEF (TCR) ACT OF 2000 (the "ACT"), was added (in Chapter 4.5, commencing with section 14556) to part 5.3 of Division 3 of Title 2 of the Government Code by AB 2928 and SB 406, as amended by SB 1662 and AB 1705. As directed by the ACT and the CTC established Guidelines (as set out in CTC Resolution G-06-04), and as those Guidelines may be amended prior to the execution of a future PROGRAM SUPPLEMENT, said Guidelines shall apply to each TCRP funded PROJECT. By this reference, those Guidelines are made an express part of this AGREEMENT and shall apply to each TCRP funded PROJECT. **RECIPIENT** will cause its specific TCRP mandated Resolution to be attached as part of any TCRP funded PROGRAM SUPPLEMENT as a condition precedent to the acceptance of TCR ACT funds for that PROJECT.

## Section 3. PROJECT MANAGEMENT

- (1) **STATE's** PROJECT administrator for this AGREEMENT shall be the chief of the State Transit Grants Branch of the Division of Rail and Mass Transportation. **RECIPIENT's** General Manager, Executive Director or a Designee as named in writing to **STATE** following execution of this AGREEMENT shall be the administrator acting for **RECIPIENT**.
- (2) PROGRAM SUPPLEMENT administrators for **STATE** shall be the applicable District Division Chief for Planning and for **RECIPIENT**, the designee named in the applicable PROGRAM SUPPLEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT by their duly authorized officers.

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
DIVISION OF RAIL AND MASS  
TRANSPORTATION**

**Napa Valley Transportation Authority**

**BY:** \_\_\_\_\_  
W. Kyle Gradinger  
Chief, Division of Rail and Mass  
Transportation

**BY:** \_\_\_\_\_  
Kate Miller  
Executive Director

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

APPROVED AS TO FORM AND PROCEDURE

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

**BY:** \_\_\_\_\_  
Attorney, California Department of  
Transportation

**DATE:** \_\_\_\_\_



## **ATTACHMENT I**

### **CTC RESOLUTION G-91-2**

Passed by the CTC on February 21, 1991

### **CALIFORNIA TRANSPORTATION COMMISSION RESOLUTION G-91-2 Commission Policy Resolution for Hazardous Waste Identification and Cleanup for Rail Right-of-Way**

WHEREAS, the Commission has programmed funding for rail right-of-way acquisition in the 1990 State Transportation Improvement Program and may allocate funds for rail right-of-way acquisition from the Clean Air and Transportation Improvement Act; and

WHEREAS, hazardous wastes, based upon federal and state statutes and regulations, include but are not limited to such categories as heavy metals, (e.g., lead), inorganic (e.g., excessive mineral levels) and organic compounds (e.g., petroleum products), and can occur on a property's surface and subsurface; and

WHEREAS, rail properties often have hazardous wastes exceeding State of California and federal hazardous waste standards; and

WHEREAS, such properties contaminated with hazardous wastes require mitigation prior to using them for rail purposes; and

WHEREAS, hazardous wastes discovered on rail property may significantly impact property value, project scheduling and future liability for the grant applicant; and

WHEREAS, the Commission must be assured that acquisition of rail properties have been fully reviewed by the grant applicant, and if warranted, the grant applicant has tested for hazardous wastes; and

WHEREAS, if hazardous wastes exist, the Commission must be assured that the hazardous wastes identified has either been cleaned up, or financial responsibility for the cleanup has been determined prior to title transfer to the grant applicant, or easement has been secured in lieu of purchasing the property, and the subsurface rights and liability for hazardous wastes remain with the property seller; and

WHEREAS, hazardous wastes identified subsequent to title transfer to the grant applicant will be cleaned up by the seller or a mechanism to recover clean-up-costs is established and executed as a condition prior to title transfer; and

WHEREAS, full due diligence is necessary in discovering hazardous waste and is an essential element in acquiring rail right-of-way properties by the grant applicant; and

NOW THEREFORE BE IT RESOLVED, that acquisition of all rail right-of-way properties will be fully investigated by the grant applicant to determine the absence/presence of hazardous wastes. Investigations shall be conducted in accordance to the standards and practices of the local, state and/or federal regulatory agencies having jurisdiction and by personnel adequately trained in hazardous waste investigation; and

BE IT FURTHER RESOLVED, that all properties, discovered with hazardous wastes, which exceed the federal/state standards, will be cleaned up to the satisfaction of the responsible local, state and/or federal regulatory agency. The appropriate regulatory agency shall certify to grant applicant that the cleanup has been completed; and

BE IT FURTHER RESOLVED, that the grant applicant will certify by formal resolution to the Commission that all reasonable steps have been completed to assure full due diligence in the discovery of hazardous waste has been achieved during the acquisition of rail right-of-way and the state is held harmless from cleanup liability or damages, both present and future; and

BE IT FURTHER RESOLVED, that the grant applicant will certify by formal resolution that it will not seek further state funding, for cleanup, damages, or liability cost associated with hazardous wastes on or below acquired property's surface; and

BE IT FURTHER RESOLVED, that the grant applicant will certify to the Commission:

- that all rail right-of-way acquisition properties have been investigated and have been found clean;
- or that the cleanup of discovered hazardous waste has been completed prior to acquisition of the property;
- or that the grant applicant has obtained permanent easement and the subsurface rights and liability and full responsibility to pay for and remove such hazardous waste remains with the seller in conformance with applicable State and Federal law;
- or if hazardous wastes are known to exist prior to acquisition and if the applicant determines that time is of the essence for acquisition, then and in that event, an enforceable agreement will be entered into requiring the responsible party(ies) to clean all hazardous wastes by a date certain, with the option of funds sufficient for the clean-up costs deposited in escrow by the seller.

In the event of failure to clean up by the date determined, the recipient of the grant will make full restitution to the **STATE** for its participation. This resolve does not preclude the recipient from requesting re-allocation not to exceed the refunded amount after the hazardous waste(s) have been fully removed from the subject site; and

BE IT FURTHER RESOLVED, that the grant applicant will certify to the Commission that the seller from whom properties have been acquired retain liability for any hazardous waste investigation and/or cleanup, and damages discovered subsequent to the transfer of title; and

BE IT FURTHER RESOLVED, the Commission declares all future liability resulting from hazardous wastes remain with the seller or the grant applicant, not the state, and the

grant applicant has been indemnified by the seller for any costs resulting from failure to eliminate hazardous wastes; and

BE IT FURTHER RESOLVED, no state funds will be made available for any future costs associated with cleanup; damages, or liability costs associated with hazardous wastes on or below the acquired property's surface.

## **ATTACHMENT II**

### **Agency Board Resolution**



## NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

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### **SUBJECT**

Priority Development Area Investment and Growth Strategy Update

### **STAFF RECOMMENDATION**

That the Napa Valley Transportation Authority (NVTA) Board Accept and File the 2021 Priority Development Area Investment and Growth Strategy Update.

### **EXECUTIVE SUMMARY**

MTC's Resolution No. 4202 which establishes the One Bay Area Grant (OBAG) policy framework, requires County Transportation Agencies (CTAs) to develop a Priority Development Area Investment and Growth Strategy (PDA-IGS) every four years, with interim status reports provided two years after each update. The intent of the PDA-IGS is to facilitate coordination between CTAs and local jurisdictions, and better align transportation investments with land uses within the PDAs. The current Napa County PDA-IGS was updated in 2017. In 2019, MTC waived the requirement for CTAs to develop an interim progress report, as MTC staff satisfied the requirement through a PDA and OBAG Assessment report.

The One Bay Area Grant (OBAG) Cycle 3 Program Framework is scheduled to be considered by MTC in January with the OBAG Cycle 3 Policy Guidelines in spring 2022 and Call for Projects following later in 2022.

Staff is requesting the NVTA Board accept and file the PDA-IGS 2021 Update to fulfill the PDA-IGS requirement under Resolution 4202

### **FISCAL IMPACT**

None



## NAPA VALLEY TRANSPORTATION AUTHORITY

### Board Agenda Memo

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**TO:** NVTA Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Diana Meehan, Senior Planner, Program Administrator  
(707) 259-8327 / Email: [dmeehan@nvta.ca.gov](mailto:dmeehan@nvta.ca.gov)  
**SUBJECT:** Priority Development Area Investment and Growth Strategy Update

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#### **RECOMMENDATION**

That the Napa Valley Transportation Authority (NVTA) Board accept and file the Priority Development Area Investment and Growth Strategy 2021 Update.

#### **COMMITTEE RECOMMENDATION**

The Technical Advisory Committee recommended the NVTA Board accept and file the Priority Development Area Investment and Growth Strategy (PDA-IGS) 2021 Update at its January 6, 2022 meeting.

#### **BACKGROUND**

In May 2013, the NVTA completed the first PDA-IGS to comply with MTC's Plan Bay Area SB 375 requirements. SB 375 requires metropolitan areas to develop strategies that reduce transportation-related greenhouse gas emissions and strengthen the ties between transportation and land-use. MTC's Regional Transportation Plan (RTP), Plan Bay Area, supports local jurisdictions that create more housing (especially affordable housing) by focusing transportation investments in PDAs. MTC requires CTAs, who are responsible for programming transportation funds under the RTP, to provide periodic updates to the document.

There are two designated PDAs in Napa County; one located in the downtown corridor in American Canyon along SR 29 and the other that encompasses the downtown area/central Soscol Avenue in the City of Napa. NVTA staff worked with the cities of Napa and American Canyon to review information and strategies, and compile a list of planned developments and related transportation investments within or proximate to their respective PDAs. The worksheets (Attachment 1) include transportation projects with the

total estimated cost, committed funding and remaining funding shortfall. The worksheets also include information on affordable housing projects and some non-transportation related projects in or near PDAs.

NVTA staff prepared a memo (Attachment 2) to accompany the worksheets in order to provide additional information that includes:

- Recent housing, mobility and job trends
- Planned Affordable Housing
- Housing profile and forecasts
- Planned transportation projects
- Future land use development strategies in PDAs

### **ALTERNATIVES**

- 1) The Board may choose not to accept the draft PDA-IGS update which will compromise funding for priorities and investments in Napa County.

### **STRATEGIC GOALS MET BY THIS PROPOSAL**

Goal 5: Minimize the energy and other resources required to move people and goods.

The PDA-IGS sets priorities for making transportation and land-use investments designed to reduce Greenhouse Gas Emissions and Vehicle Miles Traveled

### **ATTACHMENT(S)**

- (1) Jurisdiction PDA Worksheets 1a and 1b
- (2) Draft PDA-IGS Memo Update

County	Jurisdiction	Priority Development Area	Project Name (if any)	Mode(s)	Description	Project Status/Stage	Identified in PDA Plan? (If so, name of plan)	Included in CIP?	Approximate Cost	Approximate Funding Gap	Approximate Location	If available, link to relevant document (e.g. PDA Plan, CIP)	Additional Information & Notes (need for project, etc)
Napa	American Canyon	Highway 29 Corridor	American Canyon Multimodal Transit Center	Multimodal	Construct Transit Center	Planning	Countywide Transportation Plan	No	\$3,000,000	3,000,000	TBD		
Napa	American Canyon	Highway 29 Corridor	SR 29 Phase-1 Operational and Multimodal improvements	Multimodal	Operational and Multimodal improvements on SR 29 from Napa Junction Rd to American Canyon Rd, including signal technology upgrades and intersection reconfiguration	Planning/Alt 1&2 in PID	Countywide Transportation Plan	No	\$60,000,000	60,000,000	SR 29- Napa Junction Rd to American Canyon Rd.		Will add design to CIP FY23
Napa	American Canyon	Highway 29 Corridor	SR 29 Phase 2-Highway 29 improvements-modified boulevard	Multimodal	6-lane modified boulevard, including pedestrian, transit and Vine Trail Infrastructure	Planning/Alt 2 in PID	Countywide Transportation Plan	No	\$26,000,000	26,000,000			
Napa	American Canyon	Highway 29 Corridor	SR 29 Pedestrian Overcrossings	Bike/Ped	Construct Three Bike/Ped Crossings over SR 29	Planning/PID	Countywide Transportation Plan; Countywide Pedestrian Plan	No	9,000,000	9,000,000	SR 29 At Rio Del Mar/SR 29 @ American Canyon Rd-Third location TBD		
Napa	American Canyon	Highway 29 Corridor	Napa Junction Rd. Intersection	Auto	Add second excl. EBL and excl. EBR; Traffic signal relocation	Planning/PID	Countywide Transportation Plan	No	2,000,000	2,000,000	Napa Junction Road Intersection		
Napa	American Canyon	Highway 29 Corridor	Eucalyptus Dr./Theresa Ave. Intersection, Complete Streets	Auto	Extend Eucalyptus Dr. 450 ft., connecting SR 29; install roundabout	Planning/PID	Countywide Transportation Plan	No	3,700,000	2,546,000	Eucalyptus Dr./Theresa Ave		Need ROW, STIP funds as match
Napa	American Canyon	Highway 29 Corridor	Rio Del Mar	Auto	New major collector from SR 29 to extension of Newell Dr. with railroad crossing	Design	Countywide Transportation Plan	No	10,000,000	2,000,000	Rio Del Mar		Mostly developer driven (Watson Ranch), but will need City assistance and funding gap unknown. CIP FY23
Napa	American Canyon	Highway 29 Corridor	Main Street	Auto	Extend Main Street from its southern terminus to Antonina	Planning	Countywide Transportation Plan	No	2,000,000	0	See Description		Development driven; at this time no cost to City
Napa	American Canyon	Highway 29 Corridor	West Side Connector	Auto	Provide a north-south connection on the west side of Highway 29 between Green Island Road and the general vicinity of Eucalyptus Drive	Planning	Countywide Transportation Plan	No	15,000,000	15,000,000	See Description		Development/ROW dedication will likely assist funding gap, amount unknown at this time
Napa	American Canyon	Highway 29 Corridor	Newell Drive	Auto	New four-lane arterial from Donaldson Way to Rio Del Mar; new two lane arterial from Rio Del Mar to SR 29; new two lane arterial to South Kelley Rd; railroad overcrossing structure	Planning	Countywide Transportation Plan	No	50,000,000	50,000,000	See Description		Funding combination of development, County, State, and grants
Napa	American Canyon	Highway 29 Corridor	Paoli Loop Road Widening	Auto	Upgrade Paoli Loop Road to a two-lane industrial road. Widen shoulders and redesign the southwest loop radius.	Planning	Countywide Transportation Plan	No	9,000,000	9,000,000			
Napa	American Canyon	Highway 29 Corridor	Green Island Rd. widening & reconstruction	Auto	Widen road from SR29 to Commerce Boulevard to industrial collector standards; <b>widen railroad crossing to three lanes</b>	Design	Countywide Transportation Plan	Yes	10,000,000	5,500,000			Construction in 2023. \$5.5M grant has been submitted to EDA for gap closure
Napa	American Canyon	Highway 29 Corridor	Highway 29/South Kelly Rd. Intersection	Auto	Improve intersection safety and operations at South Kelly Road	Design	Countywide Transportation Plan	No	4,000,000	1,000,000			Development driven with a significant share coming from Development. Being added to CIP in FY23
Napa	American Canyon	Highway 29 Corridor	Eucalyptus Drive	Auto	Realign Eucalyptus Drive from Theresa Road to intersect with Hwy 29; construct auxiliary lane southbound on Hwy 29 between Napa Jct Rd. and Rio Del Mar.	Planning	Countywide Transportation Plan	No	4,000,000	4,000,000			Need ROW, development driven
			Eucalyptus Rd. West of Theresa Ave	Auto	Improve Eucalyptus Dr. from Wetlands Edge Rd. to SR 29 as two-lane collector	Planning		No	8,000,000	8,000,000			Need ROW, development driven
			Wilson Rd. Extension	Auto	Extend Wilson Rd. from Melvin Rd. to Broadway	Planning		No	3,000,000	3,000,000			Need ROW, development driven
			Napa Junction Rd. Extension	Auto	Extend Napa Junction Rd. between Theresa to Hess Dr.	Planning		No	1,500,000	0			Development Driven
			Highway 29 Signal ATS		Install Advance Traffic Signal	Planning/PID		No	500,000	280,000			TFCA as potential match



County	Jurisdiction	Priority Development Area	Project Name (if any)	Mode(s)	Description	Project Status/Stage	Identified in PDA Plan? (If so, name of plan)	Included in CIP?	Approximate Cost	Approximate Funding Gap	Approximate Location	If available, link to relevant document (e.g. PDA Plan, CIP)	Additional Information & Notes (need for project, etc)
			Annual Pedestrian Improvement Project	Ped	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.	Planning		No	750,000	750,000			Need ROW dedications, partially development driven and Caltrans improvement
Napa	American Canyon	Highway 29 Corridor	Eucalyptus Drive	Bike/Ped	Class I Shared Use Path (1.04mi.)-Bay Area Ridge Trail	Planning	Countywide Bicycle Plan	No	see below				A portion is developer driven
Napa	American Canyon	Highway 29 Corridor	Main Street	Bike/Ped	Class I Shared Use Path (.62 mi) Vine Trail-Newell Dr. Extension	Planning	Countywide Bicycle Plan	No	see below				A portion is developer driven
Napa	American Canyon	Highway 29 Corridor	Kimberly Dr.	Bike/Ped	Class I Shared Use Path(.32 mi) Bay Trail-Kimberly Segment	Planning	Countywide Bicycle Plan	No	see below				
Napa	American Canyon	Highway 29 Corridor	Carragena-Via Bellagio	Bike /Ped	Class I-Shared Use Path (.40 mi)	Planning	Countywide Bicycle Plan	No	see below				
Napa	American Canyon	Highway 29 Corridor	Commerce Blvd	Bike/Ped	Class I Shared Use Path (.27mi)	Planning	Countywide Bicycle Plan	No	see below	0			Developer driven
Napa	American Canyon	Highway 29 Corridor	Green Island Rd.	Bike/Ped	Class I Shared Use Path (.33mi)	Planning	Countywide Bicycle Plan	No	see below				
Napa	American Canyon	Highway 29 Corridor	Hess Rd.	Bike/Ped	Class I Shared Use Path (.83 mi)	Planning	Countywide Bicycle Plan	No	see below				
Napa	American Canyon	Highway 29 Corridor	River Trail	Bike/Ped	Class I Shared Use Path (1.06 mi)	Planning	Countywide Bicycle Plan	No	see below				
Napa	American Canyon	Highway 29 Corridor	S. Kelly Rd.	Bike/Ped	Class I Shared Use Path (.20 mi)	Planning	Countywide Bicycle Plan	No	see below				
Napa	American Canyon	Highway 29 Corridor	SR 29	Bike/Ped	Class I Shared Use Path (1.15 mi)	Planning	Countywide Bicycle Plan	No	see below				
Napa	American Canyon	Highway 29 Corridor	SR 29	Bike/Ped	Class I Shared Use Path (5.21 mi)	Planning	Countywide Bicycle Plan	No	see below				
Napa	American Canyon	Highway 29 Corridor	SR 29 Connector	Bike/Ped	Class I Shared Use Path (.06)	Planning	Countywide Bicycle Plan	No	see below				
Napa	American Canyon	Highway 29 Corridor	Broadway	Bike/Ped	Class I Shared Use Path (Vine Trail) (.017 mi)	Planning	Countywide Bicycle Plan	No	see below				
Napa	American Canyon	Highway 29 Corridor	Devlin Rd.	Bike/Ped	Class I Shared Use Path (1.62 mi. Vine Trail)	Planning	Countywide Bicycle Plan	No	see below				
Napa	American Canyon	Highway 29 Corridor	Newell Rd. Extension	Bike/Ped	Class I Shared Use Path (1.06 mi. Vine Trail)	Planning	Countywide Bicycle Plan	No	17,000,000	17,000,000			All Class I Facilities listed. Based on high cost/mi. est. for Class I facilities in Countywide Bicycle Plan (excluding ROW)
Napa	American Canyon	Highway 29 Corridor	American Canyon Road	Bike	Class IV-Separated Bike Plan (.85)	Planning	Countywide Bicycle Plan	No	637,000	637,000			
Napa	American Canyon	Highway 29 Corridor	American Canyon Road	Bike	Class II Bike Lane (.42 mi)	Planning	Countywide Bicycle Plan	No	see below				
Napa	American Canyon	Highway 29 Corridor	Commerce Blvd	Bike	Class II Bike Lane (.74 mi)	Planning	Countywide Bicycle Plan	No	see below				
Napa	American Canyon	Highway 29 Corridor	Donaldson Way	Bike	Class II Bike Lane (.30 mi)	Planning	Countywide Bicycle Plan	No	see below				
Napa	American Canyon	Highway 29 Corridor	Green Island Rd.	Bike	Class II Bike Lane (.25 mi)	Planning	Countywide Bicycle Plan	No	see below				
Napa	American Canyon	Highway 29 Corridor	Hanna St.	Bike	Class II Bike Lane (.37 mi)	Planning	Countywide Bicycle Plan	No	see below				
Napa	American Canyon	Highway 29 Corridor	Lombard Rd	Bike	Class II Bike Lane (.34 mi)	Planning	Countywide Bicycle Plan	No	see below				
Napa	American Canyon	Highway 29 Corridor	Mezzetta Ct.	Bike	Class II Bike Lane (.20)	Planning	Countywide Bicycle Plan	No	see below				
Napa	American Canyon	Highway 29 Corridor	Napa Junction Rd.	Bike	Class II Bike Lane (.37 mi)	Planning	Countywide Bicycle Plan	No	see below				
Napa	American Canyon	Highway 29 Corridor	Rio Del Mar	Bike	Class II Bike Lane (1.00 mi)	Planning	Countywide Bicycle Plan	No	758,100	379,050			Includes estimated cost for all Class II listed based on high cost/mi. est. in Countywide Bicycle Plan for Class II facilities. (excluding ROW). Ability to offset some costs with Measure T/TDA/Gas tax
Napa	American Canyon/Caltrans/NV TA	Highway 29 Corridor	Express Bus Enhancements	Transit	13.5 mi. on SR 29, queue jumps, bus on shoulder	Planning	SR 29 CMCP	N/A	\$25,000,000	\$25,000,000	SR 29 between City of Napa and American Canyon Rd.		
Napa	American Canyon	Highway 29 Corridor	Multimodal Transit/Rail Station	Transit	Multimodal transit station to accommodate real and east/west expansion	Planning	Countywide Transportation Plan	No	\$5,000,000	\$5,000,000	TBD-Green Island Road or Cassayre to Wilson Way		Ability to use some local/state funds.
Napa	American Canyon	Highway 29 Corridor	Melvin Rd. Multimodal Improvements	Multimodal	Sidewalk gap closure, traffic calming, bike?, lighting, Transit	Planning	Broadway District Specific Plan	Not yet	\$1,000,000	750,000			

Affordable Housing

County	Jurisdiction	Priority Development Area	Project Name, if known	Project Status/Stage	Approximate # total units
Napa	American Canyon	Broadway District PDA	The Residences at Napa Junction	Preapplication	452
Napa	American Canyon	Broadway District PDA	Napa Cove (PL21-0027)	Entitlement in Process	66
Napa	American Canyon	Broadway District PDA	Valley View	Completed	70
Napa	American Canyon	Broadway District PDA	The Village at Vintage Ranch	Completed	159
Napa	American Canyon		Oat Hill Residential	Approved	291
Napa	American Canyon	Broadway District PDA	Broadway District Specific Plan	Planned	682
Napa	American Canyon		Watson Ranch Specific Plan	Planned	1253
Napa	American Canyon		Lot 10	Approved	219
Napa	American Canyon		Lot 14	Approved	95

Affordable Housing

Napa	American Canyon		Lemos Pointe	Approved	186

Affordable Housing

<b>Approximate # of deed-restricted units</b>	<b>Street Address or Approximate Location</b>	<b>Developer</b> (leave blank if unknown or not disclosable)	<b>If known, project cost</b>	<b>If known, funding gap</b>	<b>Project Type (Preservation or New Construction)</b>
46	680 Napa Junction Road	American Canyon Ventures LLC - 86-3990238			New construction
66	3805 Broadway	CRP Affordable Housing	\$36,446,000		New construction
70	1 Natalie Lane	Sattelite Affordable Housing	\$26,600,000		New construction
16	923 Hudson Ln	Advance Building Solutions			New construction
0	SW Hess Drive/ Napa Junction Road	Hess Development			New construction
See Napa Cove and Inclusionary units on other projects		Multiple Property Owners			New construction
See Lemos Pointe Below	East of Union Pacific Railroad, south of Watson Lane	McGrath Properties			New construction
n	North terminus future Rolling Hills Drive at Rio Del Mar East	D.R. Horton			New construction
0	North terminus Summerwood Drive	D.R. Horton			New construction

Affordable Housing

	Northeast corner of Union Pacific Railroad and future				
186	Rio Del Mar East	The Pacific Companies	\$61,350,000		New construction

<b>Additional Information &amp; Notes</b> (AMI levels; rental/ownership; target populations
46 Very low income 100 % Rental
13 @ 30% AMI 13 @ 40% AMI 39 @ 60% AMI 100 % Rental
70 @ 60% AMI 100% Rental
8 Low income 8 Very low income 100 % Rental
Units shown are remaining in Specific Plan

19 @ 30% AMI
28 @ 40% AMI
75 @ 50% AMI
62 @ 60% AMI
2 @ 120% AMI
100 % Rental

Transit

	A	B	C	D	E	F	G	H
1	<b>County</b>	<b>Jurisdiction</b>	<b>Priority Development Area</b>	<b>Project Name (if any)</b>	<b>Mode(s)</b>	<b>Description</b>	<b>Project Status/Stage</b>	<b>Identified in PDA Plan? (If so, name of plan)</b>
2	Napa	American Canyon	Highway 29 Corridor	Electric Bus Charging Infrastructure	Charging/Transit	Install electric charging infrastructure for transit-Countywide	Planning	Countywide Transportation Plan



## Transit

	I	J	K	L	M	N
1	Included in CIP?	Approximate Cost	Approximate Funding Gap	Approximate Location	If available, link to relevant document (e.g. PDA Plan, CIP)	Additional Information & Notes (need for project, etc)
2	N/A	\$4,000,000.00	4,000,000	Multiple/County wide	<a href="https://issuu.com/nvta19/docs/draft_nvta_ctp?fr=sNDE0ZTM2MTl1Mjl">https://issuu.com/nvta19/docs/draft_nvta_ctp?fr=sNDE0ZTM2MTl1Mjl</a>	

Transportation

County	Jurisdiction	Priority Development Area	Project Name (if any)	Mode(s)	Description	Project Status/Stage	Identified in PDA Plan? (If so, name of plan)	Included in CIP?	Approximate Cost	Approximate Funding Gap	Approximate Location	If available, link to relevant document (e.g. PDA Plan, CIP)	Additional Information & Notes (need for project, etc)
Napa	City of Napa	Downtown Napa and Soscol Gateway Corridor	Five-Way Intersection Modification	Vehicle/ Bicycle/ Pedestrian	Construct intersection improvements at the intersection of Silverado Trail/Third Street/Coombsville Road/East Avenue	Planning/ Preliminary Design	Napa County Priority Development Area (PDA) Investment and Growth Strategy Update	Yes	\$15,600,000	\$5,600,000	Intersection of Silverado Trail/Third Street/Coombsville Road/East Avenue	<a href="#">Napa PDA Investment</a>	Project included in the Countywide Transportation Plan and Pedestrian Plan
Napa	City of Napa	Downtown Napa and Soscol Gateway Corridor	Soscol Gap Vine Trail	Bicycle/ Pedestrian	Construct Class 1 bicycle facility adjacent to Soscol Avenue between Vallejo Street and Third Street	In Construction	Napa County Priority Development Area (PDA) Investment and Growth Strategy Update	Yes	\$1,837,000	\$0	Soscol Avenue between Vallejo Street and Third Street	<a href="#">Napa PDA Investment</a>	Project included in the Bicycle Plan. Class I facility Gap Closure-Napa Valley Vine Trail
Napa	City of Napa	Downtown Napa and Soscol Gateway Corridor	Oxbow Preserve Bicycle/Pedestrian Bridge	Bicycle/ Pedestrian	Construct a bicycle/pedestrian bridge from the Oxbow Preserve over the Napa River to the River Trail	Planning	No	No	\$1,250,000	\$1,250,000	Over the Napa River from the Oxbow Preserve to the River Trail		Project included in the Countywide Transportation Plan, Pedestrian Plan, and Bicycle Plan.
Napa	City of Napa	Downtown Napa and Soscol Gateway Corridor	Railroad Crossing Upgrades	Vehicle/ Bicycle/ Pedestrian	Upgrade all railroad crossings citywide to concrete panels with flangeway fillers (multiple railroad crossings located within the PDA)	Planning	No	No	\$2,500,000	\$2,500,000	Within the PDA there are railroad crossings on Soscol Avenue, First Street and Third Street		Project included in the Countywide Transportation Plan and Pedestrian Plan. Safety improvement project
Napa	City of Napa	Downtown Napa and Soscol Gateway Corridor	Oxbow Bicycle and Pedestrian Crossing	Bicycle/ Pedestrian	Construct a bicycle/pedestrian bridge over the Napa River between 3rd Street and 1st Street adjacent to the existing railroad bridge	Planning	No	No	\$5,000,000	\$5,000,000	Over the Napa River between 3rd Street and 1st Street		Project included in the Countywide Transportation Plan and Bicycle Plan. Provides safe bike/ped connection to Transit and downtown core (via Oxbow commons)/Oxbow District
Napa	City of Napa	Downtown Napa and Soscol Gateway Corridor	Shetler Avenue Sidewalks	Pedestrian	Construct sidewalks along Shetler Avenue where gaps exist (a portion of Shetler Avenue is located with the PDA, and Shetler provides connection of residential/school properties to/from the PDA)	Planning	No	No	\$2,500,000	\$2,500,000	Shetler Avenue		Project included in the Pedestrian Plan. Supports proposed affordable housing project
Napa	City of Napa	Downtown Napa and Soscol Gateway Corridor	Second Street Bulbouts	Pedestrian	Construct bulbouts at Second Street/School Street and Second Street/Franklin Street	Planning	No	No	\$250,000	\$250,000	Second Street/Franklin Street intersection and Second Street/School Street intersection		Project included in the Pedestrian Plan. Improves pedestrian safety in the downtown core
Napa	City of Napa	Downtown Napa and Soscol Gateway Corridor	Imola Corridor Complete Streets Improvements - Center Segment	Vehicle/ Bicycle/ Pedestrian	Construct multi-modal complete streets improvements along Imola Avenue (SR121) between Jefferson Street and Soscol Avenue (a portion of the Imola Avenue - Center Segment is located within the PDA, and Imola Avenue provides direct access to/from the PDA)	Planning	No	No	\$5,740,000	\$1,885,000	Imola Avenue (SR121) between Jefferson Street and Soscol Avenue		Project included in the Countywide Transportation Plan, Pedestrian Plan and Bicycle Plan; The Imola Avenue Corridor Complete Street Improvement Plan studied the corridor and recommended improvements; Caltrans has identified \$3,855,000 in Complete Streets SHOPP Reserve (one-time source) funding for use on SR121, Imola Corridor- Center Segment (project funding shortfall may be higher than listed depending on amount used on the Center Segment)
Napa	City of Napa	Downtown Napa and Soscol Gateway Corridor	Imola Corridor Complete Streets Improvements - East segment	Vehicle/ Bicycle/ Pedestrian	Construct of multi-modal complete streets improvements along Imola Avenue between Soscol Avenue and 4th Avenue (a portion of the Imola Avenue - East Segment is located within the PDA, and Imola Avenue provides direct access to/from the PDA)	Planning	No	No	\$5,100,000	\$5,100,000	Imola Avenue between Soscol Avenue and 4th Avenue (Imola Corridor East Segment)		Project included in the Countywide Transportation Plan, Pedestrian Plan and Bicycle Plan; The Imola Avenue Corridor Complete Street Improvement Plan studied the corridor and recommended improvements

Transportation

County	Jurisdiction	Priority Development Area	Project Name (if any)	Mode(s)	Description	Project Status/Stage	Identified in PDA Plan? (If so, name of plan)	Included in CIP?	Approximate Cost	Approximate Funding Gap	Approximate Location	If available, link to relevant document (e.g. PDA Plan, CIP)	Additional Information & Notes (need for project, etc)
Napa	City of Napa	Downtown Napa and Soscol Gateway Corridor	Soscol Avenue/Silverado Trail Intersection Modification	Vehicle/ Bicycle/ Pedestrian	Construct intersection improvements at the intersection of Soscol Avenue/Silverado Trail	Planning	No	No	\$1,000,000	\$1,000,000	Intersection of Soscol Avenue/Silverado Trail		Project needed based on Master Plan Traffic Impact Analysis
Napa	City of Napa	Downtown Napa and Soscol Gateway Corridor	Soscol Avenue/Imola Avenue Intersection Modification	Vehicle/ Bicycle/ Pedestrian	Construct intersection improvements at the intersection of Soscol Avenue/Imola Avenue	Planning	No	Yes	\$1,500,000	\$1,050,000	Intersection of Soscol Avenue/Imola Avenue	450,000	Project needed based on Master Plan Traffic Impact Analysis and the Imola Avenue Corridor Complete Streets Improvement Plan
Napa	City of Napa	Downtown Napa and Soscol Gateway Corridor	Downtown Class I Paths - multiple connections (Napa Creek Connector Trail; Brown St Corridor; Riverfront Promenade Underpass)	Bicycle/ Pedestrian	Construct the Class 1 path connections in the Downtown core area that are listed in the City of Napa Bicycle Plan	Planning	No	No	\$2,500,000	\$2,500,000	Downtown Napa - multiple locations		Individual Projects included in the Bicycle Plan
Napa	City of Napa	Downtown Napa and Soscol Gateway Corridor	Tulocay Creek Trail	Bicycle/ Pedestrian	Construct Class 1 path along the north bank of Tulocay Creek between Soscol Avenue and the Vine Trail	Planning	No	No	\$750,000	\$750,000	North bank of Tulocay Creek between Soscol Avenue and the Vine Trail		Project included in the Bicycle Plan
Napa	City of Napa	Downtown Napa and Soscol Gateway Corridor	River Trail East	Bicycle/ Pedestrian	Construct Class 1 path along the east side of the Napa River from the Oxbow Preserve to First Street	Planning	No	No	\$1,500,000	\$1,500,000	East side of the Napa River from the Oxbow Preserve to First Street		Project included in the Bicycle Plan
Napa	City of Napa	Downtown Napa and Soscol Gateway Corridor	River Trail West	Bicycle/ Pedestrian	Construct the missing segments of Class 1 path along the west side of the Napa River from Lincoln Avenue to the Railroad Bridge (near Water Street)	Planning	No	No	\$1,500,000	\$1,500,000	West side of the Napa River from Lincoln Avenue to the Railroad Bridge (near Water Street)		Project included in the Bicycle Plan
Napa	City of Napa	Downtown Napa and Soscol Gateway Corridor	Class II bike lanes within the PDA - multiple locations	Bicycle	Construct Class II bike lanes called out in the Countywide Bicycle Plan and City of Napa Bicycle Plan that are located within the PDA	Planning	No	No	\$600,000	\$600,000	Multiple locations (1st St, 3rd St, Coombs St, Silverado Trail, Sousa Ln)		Individual Projects included in the Bicycle Plan
Napa	City of Napa	Downtown Napa and Soscol Gateway Corridor	Class III bike routes within the PDA - multiple locations	Bicycle	Construct Class III bike routes called out in the Countywide Bicycle Plan and City of Napa Bicycle Plan that are located within the PDA	Planning	No	No	\$450,000	\$450,000	Multiple locations (1st St, Burnell St-8th St, Clay St-Pearl St, Clinton St, Division St-Franklin St, Juarez St, Kansas Ave, McKinstry St, Shetler Ave)		Individual Projects included in the Bicycle Plan
Napa	Napa Valley College (State)	Downtown Napa Soscol Gateway Corridor(adjacent)	Napa Valley College Transfer Station	Transit	Construct Transfer Center on the Napa Valley College Campus	Planning	Countywide Transportation Plan	N/A	\$2,000,000.00	\$2,000,000	Napa Valley College, SR 221/121 at the south edge of the Downtown Napa Soscol Corridor PDA	<a href="https://issuu.com/nvta19/docs/draft_nvta_ctp?fr=sNDE0ZTM2MTI1Mjl">https://issuu.com/nvta19/docs/draft_nvta_ctp?fr=sNDE0ZTM2MTI1Mjl</a>	

Affordable Housing

County	Jurisdiction	Priority Development Area	Project Name, if known	Project Status/Stage	Approximate # total units	Approximate # of deed-restricted units	Street Address or Approximate Location	Developer (leave blank if unknown or not disclosable)	If known, project cost	If known, funding gap	Project Type (Preservation or New Construction)	Additional Information & Notes (AMI levels; rental/ownership; target populations)
Napa	City of Napa	Downtown Napa and Soscol Gateway Corridor	Stoddard West	Completed 11/2019	50	49	345 Gasser Drive, Napa	Stoddard Housing L.P.	Unknown	None	New Construction	30-60% AMI; rental; 1 unit set-aside for homeless
Napa	City of Napa	Downtown Napa and Soscol Gateway Corridor	Monarch Landing	Entitled - applying for funding	77	76	1000 Shetler Ave., Napa	Napa Valley Community Housing	72,667,000	72,667,000	New Construction	60% AMI & below; rental
Napa	City of Napa	(Adjacent to) Downtown Napa and Soscol Gateway Corridor	Wine Valley Lodge	Applying for funding	55	54	200 S. Coombs, Napa	Burbank Housing Development Corporation	20,702,220	13,552,220	Repurpose of commercial buildings into housing	30% or below AMI; rental; supportive housing for homeless
Napa	City of Napa	Downtown Napa and Soscol Gateway Corridor	Bridgeview Apartments Expansion	Entitled	16	11	122 Brown St./151 Riverside Drive, Napa	Second Bridgeview Apartments Associates	Unknown	Unknown	New Construction	50-80% AMI; rental; expansion of Bridgeview Apartments with some of affordable units located within existing portion of project
Napa	City of Napa	Proximal to Downtown Napa and Soscol Gateway Corridor (1.4Mi)	Manzanita, AHSC Project	Near complete. Temporary Occupancy Permit	51		2951 Soscol Avenue/Old Soscol Way	Satellite Affordable Housing Associates of Berkeley	25,000,000		New Construction	
Napa	City of Napa	Proximal to Downtown Napa and Soscol Gateway Corridor	Napa Valley College Campus Housing	Pre-development Phase	220		2277 Napa/Vallejo Highway (SR221/121 and Imola Ave)	Martin Group Development	83,300,000		New Construction	
	City of Napa	Downtown Napa and Soscol Gateway Corridor	Wine Train Workforce Housing	Pre-development Phase	55		Soscol Ave between 3rd. St. and 6th St.	Wine Train/Greg Brun	?		New Construction	

Infrastructure (Non-transport)

			Project Name (if any)	Type of Infrastructure	Description	Project Status/Stage	Identified in PDA Plan? (If so, name of plan)	Included in CIP?	Approximate Cost	Approximate Funding Gap	Approximate Location	If available, link to relevant document (e.g. PDA Plan, CIP)	Additional Information & Notes (need for project, etc)
County	Jurisdiction	Priority Development Area											
Napa	City of Napa	Downtown Napa and Soscol Gateway Corridor	Soscol Avenue Median Landscaping	Median landscaping	Provide landscaping to the center medians along Soscol Avenue between Sousa Lane and Silverado Trail	Planning	No	No	\$750,000	\$750,000	Soscol Avenue between Sousa Lane and Silverado Trail		
Napa	City of Napa	Proximal to Downtown Napa and Soscol Gateway	City of Napa Gateway Enhancement Project	Median landscaping	Provide enhancements citywide on arterials at city gateways	Planning and Design	No	Yes	\$800,000	\$ 114,000.00	Imola Corridor between Jefferson and Coombs St.		

Transit

County	Jurisdiction	Priority Development Area	Project Name (if any)	Type of Infrastructure	Description	Project Status/Stage	Identified in PDA Plan? (If so, name of plan)	Included in CIP?	Approximate Cost	Approximate Funding Gap	Approximate Location	If available, link to relevant document (e.g. PDA Plan, CIP)	Additional Information & Notes (need for project, etc)
Napa	City of Napa	Downtown Napa Soscol Gateway Corridor	Electric Bus Charging Infrastructure	Charging/Transit	Install electric charging infrastructure for transit-Countywide	Planning	Countywide Transportation Plan	N/A	\$4,000,000	\$ 4,000,000	Multiple/County wide	<a href="https://issuu.com/nvta19/docs/draft_nvta_ctp?fr=sNDE0ZTM2MTI1MjI">https://issuu.com/nvta19/docs/draft_nvta_ctp?fr=sNDE0ZTM2MTI1MjI</a>	



**PDA-IGS Draft Status Update**  
**December 15, 2021**

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## 1. Overview

The Priority Development Area Investment and Growth Strategy identifies Priority Development Areas (PDAs) within Napa County to focus transportation investments received through the One Bay Area Grant Program (OBAG) program. The OBAG program now entering its third cycle, is the federal transportation funding program dedicated to support the implementation of Plan Bay Area 2050 (<https://www.planbayarea.org/>), which encompasses the region's recently updated Sustainable Communities Strategy (SCS). OBAG 3 will cover the four-year period from FY 2023-24 to FY 2026-27 and will set the goals and priorities for sustainable growth in the region. This memorandum will provide an update on Napa County's two Priority Development Areas (PDAs) to help inform regional funding policies and priorities in preparation for OBAG 3.

To meet the SCS goals, and as a requirement for receiving federal highway funds under OBAG 3, the Metropolitan Transportation Commission (MTC) requires each County Transportation Agency (CTA) to create and periodically update a PDA Investment and Growth Strategy (PDA-IGS). NVTA is the CTA for Napa County and maintains the PDA-IGS. The PDA-IGS is a living document, and will be updated periodically to include new policies, growth strategies, and new data as needed.

PDAs are locally identified areas that can accommodate future housing, especially affordable housing along with employment growth near public transportation. The development of PDAs can reduce traffic congestion and encourage more sustainable forms of transportation such as transit, walking, and biking. With growing populations and worsening traffic conditions along with constrained natural and urban environments, the need to improve conditions for future generations has become a priority. The shift to more sustainable community developments supported by these factors along with mandates by California State laws, in particular AB 32<sup>1</sup>, SB 375<sup>2</sup>, and most recently SB 743<sup>3</sup>. These laws require that Metropolitan Planning Organizations (MPOs) and other regional agencies develop and periodically update a Sustainable Communities Strategy as part of the long range planning process by considering the impacts of land use and transportation.

The purpose of a PDA-IGS is to ensure that local transportation agencies like NVTA have a transportation project priority-setting process for OBAG 3 funding that encourages development in the region's PDAs, and supports reaching the goals of Plan Bay Area 2050.

Strategies are intended to facilitate coordination between CTAs and local jurisdictions with PDAs to strengthen the alignment of transportation investments and local planning. These strategies will help inform the next funding program cycle under OBAG 3, by

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<sup>1</sup> [https://leginfo.ca.gov/faces/billNavClient.xhtml?bill\\_id=200520060AB32](https://leginfo.ca.gov/faces/billNavClient.xhtml?bill_id=200520060AB32)

<sup>2</sup> [https://leginfo.ca.gov/faces/billTextClient.xhtml?bill\\_id=200720080SB375](https://leginfo.ca.gov/faces/billTextClient.xhtml?bill_id=200720080SB375)

<sup>3</sup> [https://leginfo.ca.gov/faces/billNavClient.xhtml?bill\\_id=201320140SB743](https://leginfo.ca.gov/faces/billNavClient.xhtml?bill_id=201320140SB743)

identifying challenges, opportunities and needs unique to Napa County's PDAs. The current PDA-IGS was adopted in May 2017, and there have not been significant changes in the status of the PDAs since the last update. In 2019, the MTC/ABAG waived the requirement for CTAs to develop an interim progress report, as MTC/ABAG staff would satisfy the requirement through the PDA and OBAG Assessment Project. This status update will address any recent housing and mobility trends, planned transportation projects and any new planned affordable housing projects.

## 2. NAPA COUNTY PDAs

Napa County has two identified PDAs (TABLE 1). One in the City of American Canyon along the SR 29 Corridor (FIGURE 1), and one in the City of Napa along the Downtown and Soscol Gateway Corridor (FIGURE 2). Both PDAs are located in the incorporated areas in the southern portion of the county where much of the local growth is taking place. This concentrated growth in the county's two largest incorporated cities is part of the local strategy to preserve the Priority Conservation Areas (PCA) (FIGURE 3) in the unincorporated portions of the county, predominately in the north.

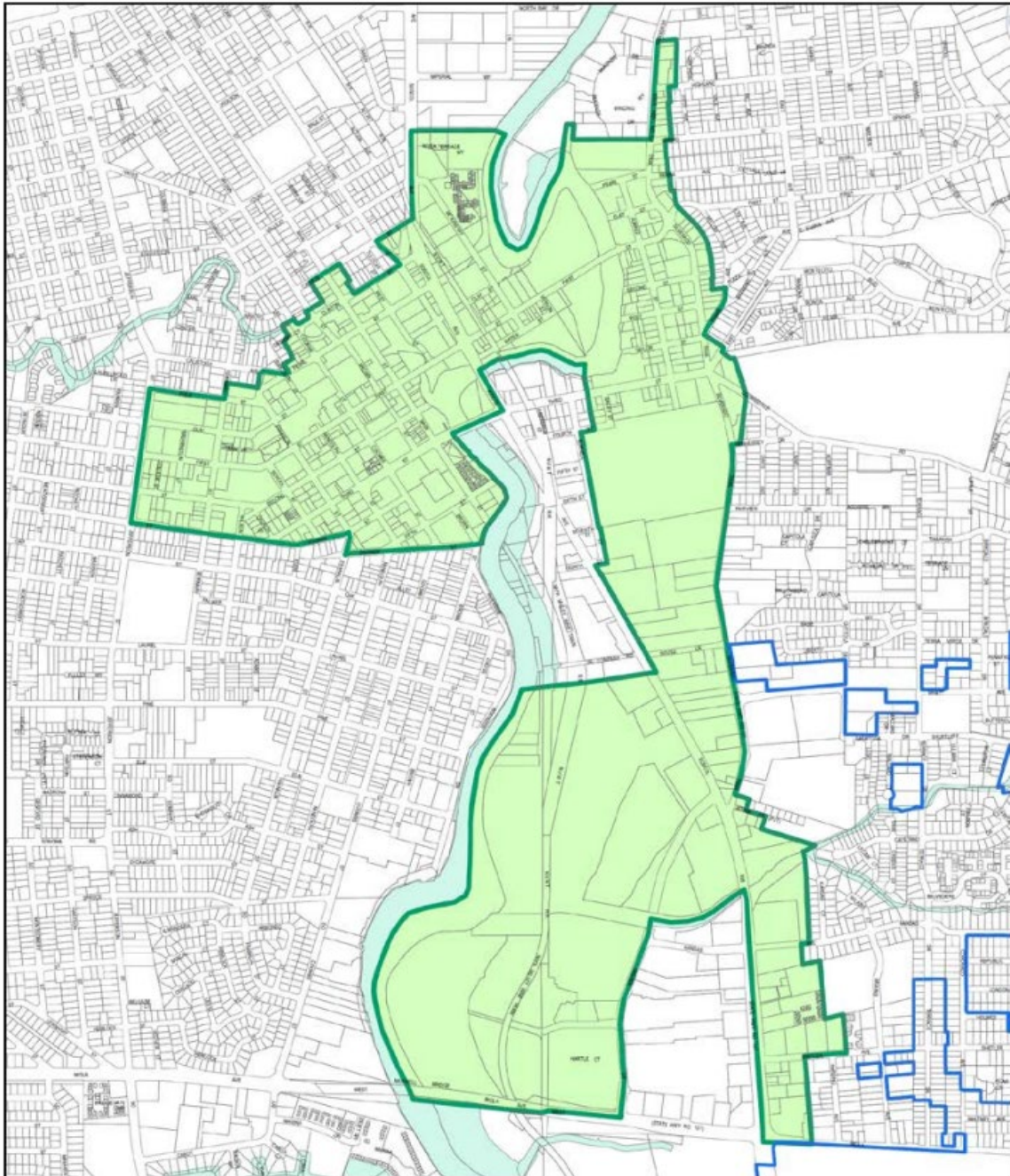
**TABLE 1: Napa County PDAs**

<b>PDA Name</b>	<b>PDA Description</b>	<b>PDA Designation</b>
Downtown Napa – Soscol Gateway Corridor	Approximately 585 acres located in downtown Napa bordered 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
American Canyon Hwy 29 Corridor	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

Revised 1-11-22 DCM

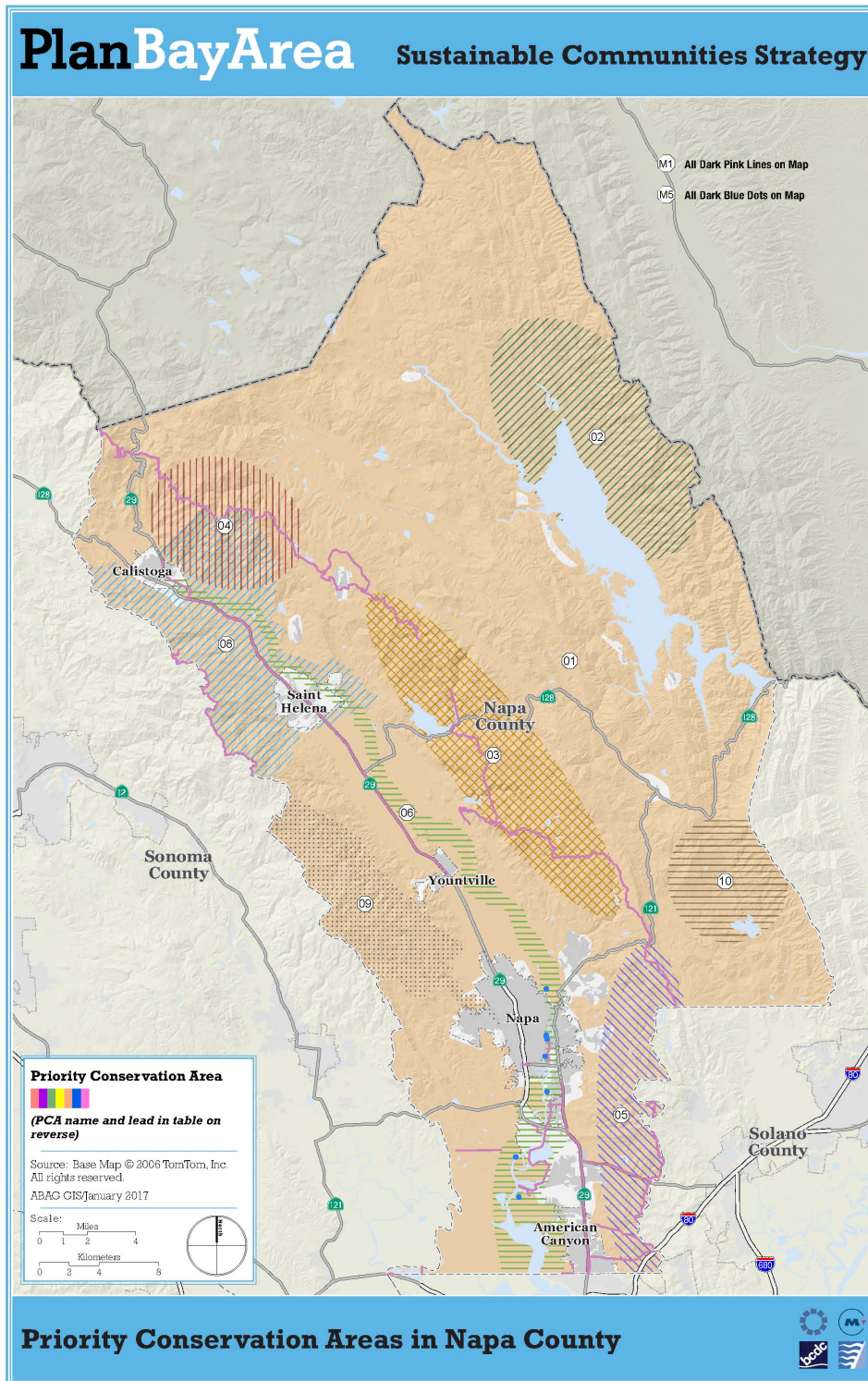


**FIGURE 2: City of Napa Downtown and Soscol Gateway Corridor PDA Boundary**





**FIGURE 3: Napa County Priority Conservation Area Map and Map Key**



Map IDs are numeric portion of Priority Conservation Area (PCA) key. Numbers are non-sequential due to either PCAs being withdrawn by lead or proposed PCAs being rejected for inclusion in program.

Map IDs starting with M designate multi-county PCAs.

ID	PCA Name	PCA Lead	Designation
01	Napa County Agricultural Lands and Watersheds	Napa County	Agricultural Lands
02	Blue Oak Woodlands of the Lake District	Napa County Regional Park and Open Space District	Natural Landscapes/Regional Recreation
03	Interior Mountains - Moore Creek to Milliken Creek	Napa County Regional Park and Open Space District	Natural Landscapes/Regional Recreation
04	Palisades - Mount Saint Helena to Angwin	Napa County Regional Park and Open Space District	Natural Landscapes/Regional Recreation
05	Southern Mountains - Skyline Park to Newell Preserve	Napa County Regional Park and Open Space District	Natural Landscapes/Regional Recreation
06	Napa Valley - Napa River Corridor	Land Trust of Napa County	Natural Landscapes
08	Bothe-Napa Valley State Park to Sugarloaf Ridge State Park Priority Conservation Area	Save-the-Redwoods League	Natural Landscapes
09	Redwood & Dry Creek Watersheds Priority Conservation Area	Save-the-Redwoods League	Natural Landscapes
10	Lake Curry/Suisun Creek Watershed	Napa County Regional Park and Open Space District	Natural Landscapes
M1	San Francisco Bay Trail - Bay Area Ridge Trail	San Francisco Bay Trail Project	Natural Landscapes
M5	San Francisco Bay Area Water Trail	San Mateo County, on behalf of the California State Coastal Conservancy	Regional Recreation

### 3. Status of Current Housing & Jobs Creation in Napa County PDAs

The City of American Canyon has experienced significant growth in the last few years, in both housing and industrial development, which will create a number of jobs in the south portion of the county. Several housing developments are planned, in or proximal to the Highway 29 Corridor PDA, including some affordable units. The American Canyon Economic Development Department reported 86 affordable units completed with an additional 298 planned in and in various stages of approval (Attachment 1-City of American Canyon PDA Worksheet). A number of industrial developments are also complete with additional development being planned along the north end of the corridor. Many of these developments will create jobs in the industrial sector, primarily warehousing, shipping and some in small manufacturing.

Several affordable housing developments are now either complete, under construction or proposed for construction in the next few years within both PDAs (**Table 2**). According to the City of Napa Economic Development Department (Attachment 2), 101 affordable housing units in, or proximal to the PDA are completed, with 148 units planned between 2017 to present. Two additional projects, although not within the City of Napa PDA are significant and proximal, the Manzanita Project (51) which is just 1.4 miles outside the PDA, and the Napa Valley College Campus housing project (220 units), which is along the southern border of the PDA. Additional commercial/retail/hotel development within the Downtown Napa Soscol Gateway Corridor PDA will bring jobs, albeit lower wage, to the area.

**TABLE 2: Planned Affordable Housing (In or proximal to PDA's 2017-2021)**

<b>Jurisdiction</b>	<b>PDA</b>	<b>Project Name</b>	<b>Status</b>	<b>Units</b>
City of Napa	Downtown Napa Soscol Gateway Corridor	Stoddard West	Complete	50
City of Napa	Downtown Napa Soscol Gateway Corridor	Monarch Landing	Entitled/Applying for funding	77
City of Napa	Downtown Napa Soscol Gateway Corridor	Wine Valley Lodge	Applying for Funding	55
City of Napa	Downtown Napa Soscol Gateway Corridor	Bridgeview Apartments Expansion	Entitled	16
City of Napa	Downtown Napa Soscol Gateway Corridor (proximal)	Manzanita AHSC Project	Near Complete	51
City of Napa	Downtown Napa Soscol Gateway Corridor(adjacent)	Napa Valley College-Campus Housing	Pre-Development	220
City of Napa	Downtown Napa Soscol Gateway Corridor	Wine Train Workforce Housing	Pre-Development	55
City of American Canyon	Highway 29 Corridor	Valley View	Completed	70
City of American Canyon	Highway 29 Corridor	Village at Vintage Ranch	Completed	16
City of American Canyon	Highway 29 Corridor	Residences at Napa Junction	Pre-Application	46
City of American Canyon	Highway 29 Corridor	Napa Cove	Entitlement in process	66
City of American Canyon	Highway 29 Corridor	Lemos Pointe	Approved	186
<b>Total Affordable Units</b>				<b>908</b>

## **Housing Profile and Forecasts**

Napa County is one of the nation's most popular tourist destinations and coupled with minimal new housing starts, Napa County has much higher housing costs than state and national averages. The Agricultural Preserve has placed a premium on land use and housing prices which have only been compounded by the Covid-19 Pandemic, and the desire for higher wage workers to live outside urban areas while working remotely. The average housing price in Napa County increased 24% from \$699,000 in 2019 to \$867,000 in 2020.<sup>4</sup>

### **Strategies for improving low-median income housing**

Napa County's predominate workforce is in the lower wage service industry sectors. Building affordable housing for lower income workers and diversifying Napa's economic base to offer higher paying jobs are two solutions to the jobs and housing imbalance. While there are significant challenges with these solutions, such as higher financial rewards for developers building higher cost housing or commercial development than affordable housing, the Regional Housing Need Allocation (RHNA-Table 3) has brought significant focus on the housing crisis, especially to meet the needs of homeless and low-income workers. The mandate to preserve agricultural space and the desire to promote the industry it supports, coupled with the lack of adequate infrastructure, and the threat of climate related disasters, renders the task to meet housing allocations, particularly in the unincorporated areas, an exceptional challenge.

**TABLE 3: Regional Housing Needs Allocation 2023-2031<sup>5</sup>**

<b><u>Jurisdiction</u></b>	<b><u>Very Low Income (&lt;50% of Area Median Income)</u></b>	<b><u>Low Income (50-80% of Area Median Income)</u></b>	<b><u>Moderate Income (80-120% of Area Median Income)</u></b>	<b><u>Above Moderate Income (&gt;120% of Area Median Income)</u></b>	<b><u>Totals</u></b>
American Canyon	112	65	75	194	446
Napa	504	291	319	825	1939
Yountville	19	11	12	30	72
St. Helena	103	59	26	66	254
Calistoga	31	19	19	50	119
Unincorporated Napa	369	213	120	312	1014
<b>TOTALS</b>	<b>1138</b>	<b>658</b>	<b>571</b>	<b>1477</b>	<b>3844</b>

Creating a more diverse economy is also challenging. Land in Napa County is expensive and Napa's rural, remote location to other large cities in the central core of

<sup>4</sup> [https://napavalleyregister.com/news/local/napa-county-home-price-hits-all-time-median-high-with-flood-of-new-buyers-from/article\\_e331afff-9ba4-56dc-89d7-d7823ad76c5b.html](https://napavalleyregister.com/news/local/napa-county-home-price-hits-all-time-median-high-with-flood-of-new-buyers-from/article_e331afff-9ba4-56dc-89d7-d7823ad76c5b.html)

<sup>5</sup> [https://abag.ca.gov/sites/default/files/documents/2021-12/proposed%20Final\\_RHNA\\_Allocation\\_Report\\_2023-2031.pdf](https://abag.ca.gov/sites/default/files/documents/2021-12/proposed%20Final_RHNA_Allocation_Report_2023-2031.pdf)



the Bay Area make it one of the most expensive counties to locate businesses. That said, Napa has a college near the Downtown Napa Soscol Gateway PDA that can foster entrepreneurial opportunities if the transportation infrastructure is available to support a new industry. Revitalizing the existing office parks and industrial spaces in the south portion of the county into tech incubators, biotech firms, manufacturing plants and distribution centers could all increase job wages that would help improve home affordability.

### Jobs in Napa County

This description from the Napa County General plan economic development describes drivers of the local economy, and the job base that supports it:

*Napa County's economy is based on agriculture, and in particular, a highly specialized form of agriculture: grape-growing and wine-making. In addition, the county's wineries draw visitors from California and beyond, creating a strong secondary economy in the form of tourism and hospitality.*

The wine and tourism industries alone account for nearly 40% of the local labor force. Government, healthcare, education, construction and retail make up the balance of Napa's economy and are necessary to support these industries and the people who live and work in Napa County.

The majority of the job growth in Napa County is predicted to take place within or proximate to the two Napa County PDAs as shown in Table 4 below. The California Employment Development Division reported that there were 72,900 jobs in Napa County in June 2020, with almost a third of these jobs in leisure, hospitality and manufacturing (Winemaking is classified by the Bureau of Labor Statistics as manufacturing).

**TABLE 4: Job Growth by PDA and Jurisdiction-Napa County (Plan Bay Area 2050)**

Napa County		JOBS			
		2010	2040	2010-2040	% Growth
Jurisdiction or Area Name	Place Type				
<i>American Canyon</i> Highway 29 Corridor	Mixed Use Corridor	2,920	4,160	1,240	42%
		1,280	2,100	810	
<i>Calistoga</i>		2,220	2,640	420	19%
<i>Napa</i>	<i>Rural Town Center</i> <i>Rural Corridor</i>	33,950	44,520	10,570	31%
<i>Downtown Napa</i>		9,870	11,620	1,750	
<i>Soscol Gateway Corridor</i>		1,080	1,950	870	
<i>St. Helena</i>		5,340	6,230	890	17%
<i>Yountville</i>		1,600	1,980	380	24%
<i>Napa County Unincorporated</i>		24,630	30,000	5,380	22%

Job growth in lower-wage service industry sectors and minimal new housing starts have resulted in a much higher cost for housing than state and national averages. These factors, coupled with land preservation under the Agricultural Preserve have placed a premium on land value, making it challenging to build housing to accommodate lower- and moderate-income workers. This forces a large number of workers to commute from adjacent counties where housing costs are lower, increasing the stress on the transportation system. The Association of Bay Area Governments estimates that 31,000 jobs in Napa County are occupied by workers from outside of Napa County.<sup>6</sup>

#### **4. Planned Transportation Projects**

NVTA updated its Countywide Transportation Plan (CTP), Advancing Mobility 2045, which was adopted in May 2021. NVTA separates proposed projects into two categories; constrained and unconstrained. This allows projects to move forward within the planning period if additional funds are identified. The projects within this plan will be considered for submission under OBAG 3.

The CTP includes a wide array of transportation projects and programs with a series of performance metrics (reliant on readily available data) designed to measure performance under six categories:

1. Equity
2. Safety
3. Congestion Relief
4. Economic Sustainability
5. Sustainability
6. Maintenance and Preservation

By tracking performance of local transportation investments, NVTA will be able to determine the effectiveness of various project types in order to evaluate whether the most pressing needs of the transportation system identified in the CTP are improving:

- Congestion relief
- Improved traffic safety
- More active transportation infrastructure
- More reliable and frequent bus service
- Maintenance and repair of the existing transportation system

NVTA staff worked with the City of Napa and City of American Canyon staff to provide a list of transportation and non-transportation related projects that are in, or proximate to each of the Napa County PDAs. Transportation project amounts and funding shortfalls are shown in Table 5. Additional project information, non-transportation related projects are included in PDA worksheets in Attachments 1 and 2.

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<sup>6</sup> Napa Countywide Transportation Plan - Advancing Mobility 2045 [https://issuu.com/nvta19/docs/draft\\_nvta\\_ctp](https://issuu.com/nvta19/docs/draft_nvta_ctp)

The City of Napa listed 17 transportation projects in, or proximal to its PDA totaling and estimated \$49,577,000 with a \$16,142,000 funding shortfall. Non-transportation related projects (2) consisting of urban greening along major corridors have an estimated project cost of \$1,550,000 with an \$864,000 funding gap.

The City of American Canyon has 47 listed transportation projects in, or proximal to its PDA, totaling an estimated \$226,095,000. This excludes five projects that currently have no estimates. The shortfall is using the full estimated amount currently known.

**TABLE 5: PDA Total Transportation Project Estimates and Funding Shortfalls**

<b>PDA</b>	<b>Approximate Total Cost</b>	<b>Committed Funds</b>	<b>Funding Shortfall</b>
Downtown Napa Soscol Gateway Corridor	\$51,577,000*	\$16,142,000	\$35,435,000*
Highway 29 Corridor	\$270,845,100	\$21,003,050	\$249,842,050
		<b>TOTALS</b>	<b>\$289,277,050**</b>

\*Includes \$2M for NVC Transit Transfer Station

\*\*Includes \$4M for Countywide Electric Charging for Transit-some of which may be in/proximal to PDAs and will serve transit in the PDAs-shown on separate tab on both worksheets.

## 5. Future of PDAs in Napa County

Future land use development strategies in the PDAs is as follows:

- Continued housing growth and multimodal transportation improvements to support connectivity, safety and mobility.
- Consider expanding the southern end of the Downtown Napa Soscol Gateway Corridor PDA to the west along the Imola Corridor which has several planned complete streets improvements and potential for new economic development in identified opportunity zones.<sup>7</sup>
- Infill and adaptive reuse for more vibrant utilization of commercial zones within in the PDAs.
- Continuation of programs adapted to support business and the community during the pandemic-parklets, streateries and street closures-pedestrian friendly zones.
- Potential for travel demand programs to support reduction of VMT through incentivizing rideshare, transit and active modes of transportation.

<sup>7</sup> <https://www.imolacorridorplan.org/>

- Improved access and mobility through seamless linking of modes - transit, first/last mile connections, mobility hubs, parking programs, bike, scooter and car share.
- Consideration of Pro-Housing designation to increase grant funding opportunities.<sup>8</sup>
- Support Anti-Displacement Strategies:
  - i. **Produce** enough housing for residents at all income levels.
  - ii. **Preserve** the affordable housing that already exists.
  - iii. **Protect** current residents from displacement where neighborhoods are changing rapidly.
  - iv. **Provide** sufficient and affordable commercial space to support new, small and locally owned businesses.
- Promote policies that support making land use and transportation investments within PDAs.
- Pivot and adjust when targets are not being met to improve outcomes.

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<sup>8</sup> <https://www.hcd.ca.gov/community-development/prohousing/index.shtml>



## NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

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### **SUBJECT**

Swainson Hawk Nesting Tree Credits for Soscol Junction

### **STAFF RECOMMENDATION**

That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director, or designee, to execute and make minor modifications to the Bullock Bend Mitigation Bank contract (Attachments 1) to acquire a Swainson Hawk nesting tree credit in order to fulfill mitigation requirements by the California Department of Fish and Wildlife (CDFW) for the construction of Soscol Junction.

### **EXECUTIVE SUMMARY**

The California Department of Fish and Wildlife requires mitigation for endangered and threatened species as outlined in the Incidental Take Permit (ITP) for Soscol Junction. NVTA, as the project sponsor, is required to obtain all resource agency permits and meet mitigation requirements for the project. The ITP requires NVTA to mitigate the loss of 1 Swainson Hawk nesting tree. NVTA has been working with the California Department of Transportation (Caltrans) to identify eligible mitigation credits for both the nesting tree and foraging habitat and has confirmed the Bullock Bend Mitigation Bank nesting tree credit will satisfy the CDFW's obligation. CDFW has confirmed that the purchase of the Bullock Bend tree credit will meet the conditions of approval for the Soscol Junction ITP.

### **FISCAL IMPACT**

Yes. The Purchase of the nesting tree credit will cost \$175,000 and is covered under the PS&E cooperative agreement No. 04-2783 with Caltrans.



## NAPA VALLEY TRANSPORTATION AUTHORITY

### Board Agenda Memo

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**TO:** NVTA Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Danielle Schmitz, Director, Capital Development & Planning  
(707) 259-5968 / Email: [dschmitz@nvta.ca.gov](mailto:dschmitz@nvta.ca.gov)  
**SUBJECT:** Swainson Hawk Nesting Tree Credits for Soscol Junction

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#### **RECOMMENDATION**

That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director, or designee, to execute and make minor modifications to the Bullock Bend Mitigation Bank contract (Attachment 1) to acquire a Swainson Hawk nesting tree credit in order to fulfill mitigation requirements by the California Department of Fish and Wildlife (CDFW) for the construction of Soscol Junction.

#### **COMMITTEE RECOMMENDATION**

None

#### **BACKGROUND**

The Soscol Junction Project will provide safety, access, and operational improvements for traffic, pedestrian and bicycle operations at Soscol Junction in Napa County. This project is located at the intersection of State Route (SR) 29 and SR 221, near the City of Napa, in Napa County. It ranges from post mile (PM) R6.04 to R6.48, along SR 29 and PM 0.00 to 0.12, along SR 221. The project will replace the current at-grade, signal controlled intersection with a grade separated interchange. It will consist of elevating SR 29 above SR 221 with an undercrossing structure and constructing three ramps. An existing feature of the current intersection will satisfy the northbound SR 29 to northbound SR 221 movement. The SR 221 undercrossing will consist of two, modern, single lane-multilane hybrid roundabouts. Soscol Junction is ready to construct and is currently out to bid. Bid openings are scheduled for February 1, 2022. The project is scheduled to begin construction in May 2022.

NVTA has been working with California Department of Transportation (Caltrans) and the California Department of Fish and Wildlife (CDFW) to meet the conditions of approval identified in the Incidental Take Permit (ITP) for Soscol Junction. The ITP covers California Endangered Species and outlines the conditions to “take” species or wildlife designated by CDFW as endangered, threatened or designated candidate species. The construction of Soscol Junction may result in activities that could threaten Swainson Hawk species or habitat. Therefore, NVTA must mitigate construction impacts to the Swainson Hawk in the project area and mitigate for the loss of 1 nesting tree and 17.34 acres of foraging habitat. The Bullock Bend Mitigation Bank has 1 nesting tree credit left that will satisfy the ITP’s conditions of approval. NVTA will continue to work with Caltrans to secure the 17.34 acres of Swainson Hawk foraging habitat. NVTA must meet the conditions of approval outlined in the ITP to proceed with the Soscol Junction project.

### **ALTERNATIVES**

- 1) The NVTA Board could decide not to execute contracts with Bullock Bend Mitigation Bank and staff would have to work with Caltrans and CDFW to secure other credits. This will likely result in delay of project and loss of construction days.
- 2) The NVTA Board could decide to meet the conditions of approval for nesting tree by identifying, purchasing, restoring and protecting land that satisfies CDFW for protected habitat of the Swainson Hawk including a nesting tree. This will be timely and costly and will result in project delays and loss of construction days.

### **STRATEGIC GOALS MET BY THIS PROPOSAL**

Goals 3: Use taxpayer dollars efficiently

Purchase from the mitigation banks will be less expensive and timelier than other alternatives to meet the conditions of approval outline in the Soscol Junction ITP.

Goal 4: Promote Napa County’s economic sustainability

The construction of Soscol Junction will create jobs and once completed will result in travel times savings for workers, goods, and services.

### **ATTACHMENT(S)**

- (1) Bullock Bend Mitigation Bank Contract for Swainson Hawk Nesting Tree Credit
- (2) Soscol Junction Incidental Take Permit

**BULLOCK BEND MITIGATION BANK  
AGREEMENT FOR SALE OF CREDITS**

**Permit No.**

**California Department of Fish & Wildlife #: 2081-2021-020-03**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, by and between **WESTERVELT ECOLOGICAL SERVICES, LLC** (Bank Owner) and **NAPA VALLEY TRANSPORTATION AUTHORITY** (Project Applicant), jointly referred to as the “Parties,” as follows:

**RECITALS**

A. The Bank Owner has developed the Bullock Bend Mitigation Bank located in Yolo County, CA; and

B. The Bank was approved by California Department of Fish and Wildlife; National Oceanic and Atmospheric Administration; U.S. Army Corps of Engineers; U.S. Environmental Protection Agency; U.S. Fish & Wildlife Service on June 30, 2016, and is currently in good standing with these agencies; and

C. The Bank has received approval from the Resource Agencies to offer ‘salmonid’ Credits for sale as compensation for the loss of either Chinook salmon (*Oncorhynchus tshawytscha*) and steelhead (*Oncorhynchus mykiss*) plus their habitat, Credits for Swainson’s hawk (*Buteo swainsoni*) plus its habitat, Credits for riparian habitat, and Credits for “Other Waters of the U.S.” as compensation for impacts to wetlands regulated by the federal and State Endangered Species Acts, the federal Fish and Wildlife Coordination Act, and the federal Clean Water Act, through the Bullock Bend Mitigation Bank Enabling Instrument (“Bank Agreement”); and

D. Project Applicant is seeking to implement the project described on Exhibit “A” attached hereto (Project), which would unavoidably and adversely impact , and seeks to compensate for the loss of by purchasing credits from Bank; and

E. Project Applicant has been authorized by the California Department of Fish & Wildlife (Permit No. 2081-2021-020-03), to purchase from the Bank **1 SWHA Tree Nesting Use (Enhanced) credits**, upon confirmation by the Bank Owner of credit availability/adequate balance of credits remaining for sale; and

F. Project Applicant desires to purchase from Bank and Bank desires to sell to Project Applicant **1 SWHA Tree Nesting Use (Enhanced) credits**;

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. Bank hereby sells to Project Applicant and Project Applicant hereby purchases from Bank **1 SWHA Tree Nesting Use (Enhanced) credits**, for the purchase price of **\$175,000.00**. The Bank will then deliver to Project Applicant an executed Bill of Sale in the manner and form as attached hereto and marked Exhibit “B”. The purchase price for said credits shall be paid by cashier’s check or, at the option of Bank, wire transfer of funds according to written instructions by Bank to Project Applicant.



2. The sale and transfer herein is not intended as a sale or transfer to Project Applicant of a security, license, lease, easement, or possessory or non-possessory interest in real property, nor the granting of any interest of the foregoing.

3. Project Applicant shall have no obligation whatsoever by reason of the purchase of the Credits, to support, pay for, monitor, report on, sustain, continue in perpetuity, or otherwise be obligated or liable for the success or continued expense or maintenance in perpetuity of the credits sold, or the Bank. Pursuant to the Bank Agreement and any amendments thereto, Bank shall monitor and make reports to the appropriate agency or agencies on the status of any Credits sold to Project Applicant. Bank shall be fully and completely responsible for satisfying any and all conditions placed on the Bank or the Credits by all state or federal jurisdictional agencies.

4. The Credits sold and transferred to Project Applicant shall be non-transferable and non-assignable, and shall not be used as compensatory mitigation for any other Project or purpose, except as set forth herein.

5. Project Applicant must exercise his/her/its right to purchase the Credits within 30 days of the date of this Agreement. After the 30 day period this Agreement will be considered null and void.

6. Upon purchase of the credits specified in paragraph E above, the Bank Owner shall submit to the parties listed in the Notices section of the Bank Agreement / Bank Enabling Instrument, copies of the: a) Agreement for Sale of Conservation Credits; b) Bill of Sale; c) Payment Receipt; and d) an updated ledger. The updated inventory / ledger must detail: i) Project Applicant; ii) Project Name; iii) Status (sale complete/sale not complete); iv) Credit Sale Date; v) Service File Number; vi) U.S. Army Corps of Engineers File Number (if applicable); vii) Total Number of Credits Authorized to Sell; viii) Total Number of Credits Sold to Date (inclusive); and ix) Balance of all Credits Available. The inventory / ledger should include all sales data from bank opening/establishment to the present.

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

BANK:  
WESTERVELT ECOLOGICAL SERVICES, LLC  
BULLOCK BEND MITIGATION  
BANK OWNER

By: \_\_\_\_\_

Date: \_\_\_\_\_

PROJECT APPLICANT:  
NAPA VALLEY TRANSIT AUTHORITY

By: \_\_\_\_\_

Date: \_\_\_\_\_



Exhibit “A”

**DESCRIPTION OF PROJECT  
TO BE  
MITIGATED**

**California Department of Fish & Wildlife #: 2081-2021-020-03**

The Project includes the construction of a tight diamond interchange with two multi-lane roundabouts on either side of SR-29. SR-29 will be rebuilt as an overcrossing north of the intersection with SR-221, providing separation between SR-29 and the SR-221 northbound ramp and the adjacent roundabout entry (Figure 7, 95% Design Plans, Sheet K-1). SR-29 will continue to operate with two lanes in each direction. SR-221 will include two roundabouts with two lanes southbound and connecting to eastbound SR-29 and one lane northbound traveling from Soscol Ferry Road transitioning to SR-221 and single-lane ramp connectors from southbound SR-221 to westbound SR-29, and eastbound SR-29 to southbound on Soscol Ferry Road. The existing ramp connector from westbound SR-29 to northbound SR- 221 will remain in place. The Project will include standard shoulders, curbs, gutters, and existing signage would remain in place. New signage will also be located within the Caltrans Right of Way (ROW). The Project will also include pedestrian and bicycle circulation, drainage work, landscaping, utilities, ground disturbance, earthwork and restoration. The Project will occur in six stages over the course of three construction seasons from 2022 to 2024 (Figure 2, Staging, Phasing and Timeline Plan).

\*\*\*\*\*

Exhibit "B"

**BILL OF SALE**  
**Permit No.**  
**2081-2021-020-03**

In consideration of **\$175,000.00**, receipt of which is hereby acknowledged, WESTERVELT ECOLOGICAL SERVICES, LLC does hereby bargain, sell and transfer to NAPA VALLEY TRANSIT AUTHORITY (Project Applicant), **1 SWHA Tree Nesting Use (Enhanced) credits**, in the Bullock Bend Mitigation Bank in Yolo County, CA, developed, and approved by the California Department of Fish and Wildlife; National Oceanic and Atmospheric Administration; U.S. Army Corps of Engineers; U.S. Environmental Protection Agency; U.S. Fish & Wildlife Service .

Westervelt Ecological Services, LLC represents and warrants that it has good title to the credits, has good right to sell the same, and that they are free and clear of all claims, liens, or encumbrances.

Westervelt Ecological Services, LLC covenants and agrees with the buyer to warrant and defend the sale of the credits hereinbefore described against all and every person and persons whomsoever lawfully claiming or to claim the same.

DATED: \_\_\_\_\_

WESTERVELT ECOLOGICAL SERVICES  
BULLOCK BEND MITIGATION  
BANK OWNER

By: \_\_\_\_\_

Exhibit "C"  
**Bullock Bend Mitigation Bank**

**PAYMENT RECEIPT**

**PARTICIPANT INFORMATION**

Name: Napa Valley Transportation Authority  
Address: 625 Burnell Street, Napa, California 94559  
Telephone: 707-259-8631  
Contact: Danielle Schmitz

**PROJECT INFORMATION**

Project Description: State Route 29/State Route 221 Soscol Junction Improvement Project  
Permit No.: 2081-2021-020-03  
Species/Habitat Affected: Swainson's Hawk Nest Tree  
Credits to be Purchased: 1 Bullock Bend: (7) SWHA Tree Nesting Use (Enhanced) CDFW  
Payment Amount: \$175,000.00  
Project Location: R-29 from Post Mile (PM) 5.6 to 6.7 and on SR-221 from PM 0.0 to 0.4  
County/Address: Napa

**PAYMENT INFORMATION**

Payee: Westervelt Ecological Services, LLC  
Payer: Napa Valley Transit Authority  
Amount: One Hundred Seventy-Five Thousand And 00/100 Dollars  
Check No. \_\_\_\_\_ Wire Transfer No. \_\_\_\_\_

Received by: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)

Name:

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Title:

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State of California  
Department of Fish and Wildlife



## Memorandum

Date: August 20, 2021

To: Rui Gao  
California Department of Transportation  
111 Grand Avenue  
Oakland, CA 94912  
[Rui.Gao@dot.ca.gov](mailto:Rui.Gao@dot.ca.gov)

DocuSigned by:

*Stacy Sherman*

From: Stacy Sherman, Acting Regional Manager  
California Department of Fish and Wildlife-Bay Delta Region, 2825 Cordelia Road, Suite 100, Fairfield, CA 94534

Subject: Incidental Take Permit for 2081-2021-020-03 State Route 29/State Route 221 Soscol Junction Improvement Project, Napa County

Enclosed you will find an electronic copy of the Incidental Take Permit for the above referenced Project, which has been digitally signed by the California Department of Fish and Wildlife (CDFW). Please read the permit carefully and sign the acknowledgement on the permit **no later than 30 days from CDFW signature** and prior to initiation of ground-disturbing activities. You may return an electronic copy of the permit with digital signature to [CESA@wildlife.ca.gov](mailto:CESA@wildlife.ca.gov). Digital signatures shall comply with Government Code section 16.5. Alternatively, you may return a hard copy of the permit via mail to:

California Department of Fish and Wildlife  
Habitat Conservation Planning Branch, CESA Permitting  
Post Office Box 944209  
Sacramento, CA 94244-2090

You are advised to keep the permit in a secure location and distribute copies to appropriate project staff responsible for ensuring compliance with the conditions of approval of the permit. Note that you are required to comply with certain conditions of approval prior to initiation of ground-disturbing activities. Additionally, a copy of the permit must be maintained at the project work site and made available for inspection by CDFW staff when requested.

The permit will not take effect until the signed acknowledgement is received by CDFW. If you wish to discuss these instructions or have questions regarding the permit, please contact Mr. Robert Stanley, Senior Environmental Scientist (Specialist), at [Robert.Stanley@wildlife.ca.gov](mailto:Robert.Stanley@wildlife.ca.gov); or Mr. Wes Stokes, Senior Environmental Scientist (Supervisory), at [Wesley.Stokes@wildlife.ca.gov](mailto:Wesley.Stokes@wildlife.ca.gov).

Enclosures



**California Department of Fish and Wildlife**  
**Bay Delta Region**  
**2825 CORDELIA ROAD, SUITE 100**  
**FAIRFIELD, CA 94534**

California Endangered Species Act  
 Incidental Take Permit No. 2081-2021-020-03

**STATE ROUTE 29/STATE ROUTE 221 SOSCOL JUNCTION IMPROVEMENT PROJECT**  
**EA 04-28120**

**Authority:**

This California Endangered Species Act (CESA) Incidental Take Permit (ITP) is issued by the California Department of Fish and Wildlife (CDFW) pursuant to Fish and Game Code section 2081, subdivisions (b) and (c), and California Code of Regulations, Title 14, section 783.0 et seq. CESA prohibits the take<sup>1</sup> of any species of wildlife designated by the California Fish and Game Commission as an endangered, threatened, or candidate species.<sup>2</sup> CDFW may authorize the take of any such species by permit if the conditions set forth in Fish and Game Code section 2081, subdivisions (b) and (c) are met. (See Cal. Code Regs., tit. 14, § 783.4).

<b>Permittee:</b>	<b>California Department of Transportation (Caltrans)</b>
<b>Principal Officer:</b>	<b>Rui Gao</b>
<b>Contact Person:</b>	<b>Robert Blizzard, (510) 715-8585</b>
<b>Mailing Address:</b>	<b>111 Grand Avenue, Oakland, CA 94612</b>

**Effective Date and Expiration Date of this ITP:**

This ITP shall be executed in duplicate original form and shall become effective once a duplicate original is acknowledged by signature of the Permittee on the last page of this ITP and returned to CDFW's Habitat Conservation Planning Branch at the address listed in the Notices section of this ITP. Unless renewed by CDFW, this ITP's authorization to take the Covered Species shall expire on **December 31, 2024**.

Notwithstanding the expiration date on the take authorization provided by this ITP, Permittee's obligations pursuant to this ITP do not end until CDFW accepts as complete the Permittee's Final Mitigation Report required by Condition of Approval 5.6 (Annual and Final Construction Report) of this ITP.

<sup>1</sup>Pursuant to Fish and Game Code section 86, "'take' means hunt, pursue, catch, capture, or kill, or attempt to hunt, pursue, catch, capture, or kill." (See also *Environmental Protection Information Center v. California Department of Forestry and Fire Protection* (2008) 44 Cal.4th 459, 507 [for purposes of incidental take permitting under Fish and Game Code section 2081, subdivision (b), "'take' ... means to catch, capture or kill"]).

<sup>2</sup>"The definition of an endangered, threatened, and candidate species for purposes of CESA are found in Fish and Game Code sections 2062, 2067, and 2068, respectively.



**Project Location:**

The State Route 29 (SR-29)/State Route 221 (SR-221) Soscol Junction Improvement Project (Project) is located on SR-29 from Post Mile (PM) 5.6 to 6.7 and on SR-221 from PM 0.0 to 0.4. in unincorporated Napa County, California in the Cuttings Wharf, United States Geological Survey (USGS) quadrangle (Figure 1, Project Location Map).

**Project Description:**

The Project includes the construction of a tight diamond interchange with two multi-lane roundabouts on either side of SR-29. SR-29 will be rebuilt as an overcrossing north of the intersection with SR-221, providing separation between SR-29 and the SR-221 northbound ramp and the adjacent roundabout entry (Figure 7, 95% Design Plans, Sheet K-1). SR-29 will continue to operate with two lanes in each direction. SR-221 will include two roundabouts with two lanes southbound and connecting to eastbound SR-29 and one lane northbound traveling from Soscol Ferry Road transitioning to SR-221 and single-lane ramp connectors from southbound SR-221 to westbound SR-29, and eastbound SR-29 to southbound on Soscol Ferry Road. The existing ramp connector from westbound SR-29 to northbound SR-221 will remain in place. The Project will include standard shoulders, curbs, gutters, and existing signage would remain in place. New signage will also be located within the Caltrans Right of Way (ROW). The Project will also include pedestrian and bicycle circulation, drainage work, landscaping, utilities, ground disturbance, earthwork and restoration. The Project will occur in six stages over the course of three construction seasons from 2022 to 2024 (Figure 2, Staging, Phasing and Timeline Plan).

*Overcrossing Structure*

The proposed SR-29 overcrossing will consist of a cast-in-place prestressed single span box girder on spread footings, with see-through bridge rails, and a clearance height of approximately 17 feet (Figure 7, 95% Design Plans, Sheet Route 29/221 Separation General Plan). The northbound (NB) and southbound (SB) directions will each have two lanes, and the outside shoulders will range from 6 to 10 feet wide and from 8 to 13 wide, respectively. The NB median will vary from 2 to 15 feet wide, and the SB median will vary from 2 to 5 feet wide. The width of the center median for the SR-221 NB and SB 12-foot-wide lanes will vary between 12 and 16 feet, and shoulders will vary between 2 to 11 feet wide, with ascending side slopes 2:1 or flatter. The SR-221 profile and roundabouts will be lower than the existing interchange roadway by as much as 20 feet. This does not include any structural modification of the existing Soscol Creek Bridge or extension of the roadway over Soscol Creek Bridge.

*Roundabout Structures*

The new roundabouts will include paved roadway widths of 16 to 20 feet, with an inside shoulder width of 4 feet. The roundabout areas will include new signage, street lighting and fixtures (Figure 7, 95% Design Plans, Sheet L-7). New street lighting associated with the two

roundabouts and the ramps connecting from eastbound SR-29 to the roundabout and along Soscol Ferry Road just before connecting with the roundabout (Figure 5, Proposed Lighting Isolux Diagram Map).

### *Pedestrian and Bicycle Circulation*

The Project includes the construction of a 10-foot-wide minimum, Class I, shared use, pedestrian and bicycle path along the northern side of SR-221/Soscol Ferry Road. The shared use path will be separated from vehicular traffic by placing a minimum 5-foot-wide non-traversable buffer made of inert material/rocks. Pedestrian crossings would be located a minimum of one car length from the circulatory roadway. Shared-use path would convey both pedestrian and bicycle traffic through the intersection. The path will provide the opportunity for bicyclists to exit the bicycle lane or shoulder via a bicycle ramp and navigate the intersection on the shared-use path and through the crosswalks. As an alternative to taking the shared-use path, bicyclists will also be able to exit the bicycle lane or shoulder and enter the roadway to ride with vehicle traffic through the roundabout. At two-lane approaches, crosswalks will be split into two separate crossings through pedestrian refuges at the splitter islands (Figure 7, 95% Design Plans, Sheet C-74 and C-75).

### *Drainage Work*

Multiple irrigation, drainage systems and bio-swale filtration and retention systems will be installed as specified in Design Sheets D1 to D6 (Figure 7, 95% Design Plans). These areas of drainage install are covered under the temporary and permanent impacts to Covered Species habitat. Systems that connect or outfall into Suscol Creek are not covered under the terms of this ITP.

### *Project Lighting*

The Project will retain some currently existing lighting features on the SR-29/SR-221 corridor (Figure 4, Existing Lighting Isolux Analysis Map). The Project will also construct new street lighting associated with the junction interchange within the new approaches, two roundabouts, pedestrian/cyclist crossings and the ramps connecting from eastbound SR-29 to the roundabout and along Soscol Ferry Road just before connecting with the roundabout (Figure 5, Proposed Lighting Isolux Diagram Map). Two existing overhead lights will be removed from the vicinity of the Soscol Creek Bridge as specified in Figure 4 (Existing Lighting Isolux Analysis Map) and Figure 5 (Proposed Lighting Isolux Diagram Map). New overhead lights, luminaires and roundabout accent lights will also be installed within the Project (Figure 5, Proposed Lighting Isolux Diagram Map). All artificial light source outputs shall be programmed at 2700 kelvin (K) or less.

### *Ground Disturbance and Earthwork*

Grading and earthwork will be required to construct the SR-221 roundabouts and SR-29 overcrossing. Excavation will also be required throughout the Project to construct the new SR-221 profile up to 16 feet lower than existing grade at the lowest point, with the profile 8 feet lower. Landscaping, utilities and drainage facilities, will require trenching, placement of pipe, drainage structures, landscaping, irrigation, utilities, and backfill totaling up to 6 feet in depth at the proposed element locations. Construction of the SR-29/SR-221 overcrossing will require an excavation depth of 20 feet for spread footing foundations, as well as general excavation for abutments. A maximum excavation depth of 20 feet will be required to install overhead signing associate with on and off ramps and at the roundabout approach for better traffic flow and safety. There will be 190,000 cubic yards of cut and 17,000 to 20,000 cubic yards of import, for a maximum total of 210,000 cubic yards of fill. Stockpiling would be located within the ROW at the staging areas, within active work areas, and away from any sensitive biological areas. Excavated soils would be reused as fill material to minimize wastes and costs. Requirements for engineering controls based on regulated lead levels or the restrictions on reused soils will be determined and confirmed prior to reuse. To minimize and avoid runoff from the stockpiles, temporary hydro-mulch and or cover/tarps will be used and anchored.

### *Landscaping*

Upland trees removed in the course of construction will be replaced with native trees. Native vegetation will also be placed in a scattered layout to reduce the visual appearance of new highway facilities while preserving existing views to hills and distant trees. Additional revegetation will also include grasses and forbs that are native to the region.

### *Site Cleanup and Restoration*

Construction-related materials, including the wildlife exclusion fencing (WEF) and environmentally sensitive area (ESA) fencing will be removed as necessary after the completion of construction activities for each stage of the Project or upon final completion of construction, as applicable. The temporarily disturbed areas will be revegetated with appropriate native species. Permanent erosion control, including soil stabilization measures such as hydroseeding, coir netting, and non-filament mesh fiber rolls, will be applied to affected areas to minimize erosion after construction has been completed for each applicable phase.

### *Equipment*

Equipment necessary to complete the Project may include but is not limited to; excavators, graders, cranes, loaders, telescoping forklifts, backhoe loaders, concrete pumps, concrete trucks, pavers, rollers, compactors, air compressors, portable generators, temporary signals and portable lighting. Asphalt-concrete paving will be conducted with pavers and rollers. Pavement grinding will be conducted with a grinder, and a street sweeper would be used to

collect leftover grindings and debris. Clearing and grubbing will be done by hand, chainsaws, excavators, and/or loaders. Earthwork will be done by excavators, bulldozers, and graders. Equipment used to construct slopes will be excavators, bulldozers, graders, rollers, and cement pouring equipment. Equipment used for the removal of old pavement will be jackhammers, concrete saw cutters, excavators, and hand tools. Other equipment will include forklifts, front end loaders, a hydroseeding truck, and various trucks and trailers.

**Covered Species Subject to Take Authorization Provided by this ITP:**

This ITP covers the following species:

Name	CESA Status
1. Swainson’s hawk ( <i>Buteo swainsoni</i> )	Threatened <sup>3</sup>

This species and only this species is the “Covered Species” for the purposes of this ITP.

**Impacts of the Taking on Covered Species:**

Project activities and their resulting impacts are expected to result in the incidental take of individuals of the Covered Species. The activities described above expected to result in incidental take of individuals of the Covered Species include initial site setup, equipment and material delivery, clearing and grubbing, site preparation, exclusionary fencing installations, environmentally sensitive area fencing installations, pavement and concrete removal, concrete pump truck activities, soil excavation, soil compaction, grading work, pavement installation, heavy equipment operation, trenching, artificial light source installation, construction vehicle traffic, general vehicle traffic and personnel on foot (collectively, Covered Activities).

Incidental take of individuals of the Covered Species in the form of mortality (“kill”) may occur as a result of Covered Activities include; direct take from collision with equipment, excessive noise from the operation of heavy equipment, encroachment from individuals on foot into Covered Species nesting areas that results in nest abandonment and the loss of Covered Species eggs or juvenile Covered Species. Incidental take of individuals of the Covered Species may also occur from the Covered Activities in the form of capture of the Covered Species from transport of injured Covered Species to wildlife care facilities. The areas where authorized take of the Covered Species is expected to occur include: The 87.87-acre Biological Study Area (BSA) that encompasses the proposed SR-29/SR-221 Soscol Junction Interchange and all of the Caltrans ROW, as identified in Figure 1, (collectively the Project Area).

The Project is expected to cause the permanent loss of 7.25 acres, the temporary loss of 10.09 acres of foraging habitat for the Covered Species (Figure 2, Staging, Phasing and

<sup>3</sup>See Cal. Code Regs. tit. 14 § 670.5, subd. (b)(5)(A).

Timeline Map), for a total of 17.34 acres of impact. This Project is also expected to cause the loss of one (1) known nesting occurrences within the Project Area. If more than one (1) nest site is found within 0.25 miles of the Project Area an amendment to this ITP is required to address changed biological circumstances. Impacts of the authorized taking also include adverse impacts to the Covered Species related to temporal losses of foraging habitat, increased habitat fragmentation and edge effects, and the Project's incremental contribution to cumulative impacts (indirect impacts). These impacts include: stress resulting from increased noise and vibrations from heavy equipment operation, long-term effects due to foraging habitat degradation, displacement from preferred habitat, increased competition for food and space, and long-term effects due to increased anthropogenic activities such as increased noise levels from increased anthropogenic activity within the vicinity of nesting habitat from the bicycle and pedestrian path and its design features such as lighting and crossing signals, as well as visual related impacts from the same elements of the multi-use path.

### **Incidental Take Authorization of Covered Species:**

This ITP authorizes incidental take of the Covered Species and only the Covered Species. With respect to incidental take of the Covered Species, CDFW authorizes the Permittee, its employees, contractors, and agents to take Covered Species incidentally in carrying out the Covered Activities, subject to the limitations described in this section and the Conditions of Approval identified below. This ITP does not authorize take of Covered Species from activities outside the scope of the Covered Activities, take of Covered Species outside of the Project Area, take of Covered Species resulting from violation of this ITP, or intentional take of Covered Species except for capture and relocation of Covered Species as authorized by this ITP.

### **Conditions of Approval:**

Unless specified otherwise, the following measures apply to all Covered Activities within the Project Area, including areas used for vehicular ingress and egress, staging parking, and noise and vibration generating activities that may cause take. CDFW's issuance of this ITP and Permittee's authorization to take the Covered Species are subject to Permittee's compliance with and implementation of the following Conditions of Approval:

- 1. Legal Compliance:** Permittee shall comply with all applicable federal, state, and local laws in existence on the effective date of this ITP or adopted thereafter.
- 2. California Environmental Quality Act (CEQA) Compliance:** Permittee shall implement and adhere to the mitigation measures related to the Covered Species in the Biological Resources section of the Mitigated Negative Declaration for the State Route 29/State Route 221 Soscot Junction Improvement Project (SCH No.: 2019099072) certified by the California Department of Transportation on February 13, 2020 as lead agency for the Project pursuant to CEQA (Pub. Resources Code, § 21000 et seq.).

**3. ITP Time Frame Compliance:** Permittee shall fully implement and adhere to the conditions of this ITP within the time frames set forth below and as set forth in the Mitigation Monitoring and Reporting Program (MMRP), which is included as Attachment 1 to this ITP.

**4. General Provisions:**

- 4.1. Designated Representative. Before starting Covered Activities, Permittee shall designate a representative (Designated Representative) responsible for communications with CDFW and overseeing compliance with this ITP. Permittee shall notify CDFW in writing before starting Covered Activities of the Designated Representative's name, business address, and contact information, and shall notify CDFW in writing if a substitute Designated Representative is selected or identified at any time during the term of this ITP.
- 4.2. Designated Biologist. Permittee shall submit to CDFW in writing the name, qualifications, business address, and contact information of a biological monitor (Designated Biologist) at least 30 days before starting Covered Activities. Permittee shall ensure that the Designated Biologist is knowledgeable and experienced in the biology, natural history and the collecting and handling of the Covered Species. The Designated Biologist shall be responsible for monitoring Covered Activities to help minimize and fully mitigate or avoid the incidental take of individual Covered Species and to minimize disturbance of Covered Species' habitat. Permittee shall obtain CDFW approval of the Designated Biologist in writing before starting Covered Activities, and shall also obtain approval in advance in writing if the Designated Biologist must be changed.
- 4.3. Designated Biologist Authority. To ensure compliance with the Conditions of Approval of this ITP, the Designated Biologist shall have authority to immediately stop any activity, in consultation with the Resident Engineer, that does not comply with this ITP, and/or to order any reasonable measure to avoid the unauthorized take of an individual of the Covered Species.
  - 4.3.1. Permittee shall accommodate the Designated Biologist in the performance of his/her duties. If the Designated Biologist is unable to comply with the ITP due to a conflict with Project construction, then the Designated Biologist shall notify the CDFW representative immediately.
- 4.4. Education Program. Permittee shall conduct an education program for all persons employed or otherwise working in the Project Area before performing any work. The program shall consist of a presentation from the Designated Biologist that includes a discussion of the biology and general behavior of the Covered Species, information about the distribution and habitat needs of the Covered Species, sensitivity of the Covered Species to human activities, its status pursuant to CESA including legal

protection, recovery efforts, penalties for violations and Project-specific protective measures described in this ITP. Permittee shall provide interpretation for non-English speaking workers, and the same instruction shall be provided to any new workers before they are authorized to perform work in the Project Area. Permittee shall prepare and distribute wallet-sized cards or a fact sheet handout containing this information for workers to carry in the Project Area. Upon completion of the program, employees shall sign a form stating they attended the program and understand all protection measures. This training shall be repeated at least once annually for long-term and/or permanent employees that will be conducting work in the Project Area.

- 4.5. Design Plan Review. All final design plan sets shall be submitted to CDFW a minimum of 30 days prior to the initiation of construction for written review and acceptance. Work may not proceed without acceptance in writing on the final design plan set from CDFW. At the discretion of CDFW, any proposed design plan modifications may require an amendment to this Incidental Take Permit. Design plans may be subject to change dependent upon submission and consultation with CDFW.
- 4.6. Construction Monitoring Notebook. The Designated Biologist shall maintain a construction-monitoring notebook on-site throughout the construction period, which shall include a copy of this ITP with attachments and a list of signatures of all personnel who have successfully completed the education program. Permittee shall ensure a copy of the construction-monitoring notebook is available for review at the Project site upon request by CDFW.
- 4.7. Trash Abatement. Permittee shall initiate a trash abatement program before starting Covered Activities and shall continue the program for the duration of the Project. Permittee shall ensure that trash and food items are contained in animal-proof containers and removed at least once a week to avoid attracting opportunistic predators such as ravens, coyotes, and feral dogs.
- 4.8. Dust Control. Permittee shall implement dust control measures during Covered Activities to facilitate visibility for monitoring of the Covered Species by the Designated Biologist. Permittee shall adhere to Caltrans Standard Specification 10-5 for dust control strategies.
- 4.9. Erosion Control Materials. Permittee shall prohibit use of erosion control materials potentially harmful to Covered Species, such as monofilament netting (erosion control matting), filter-fabric, geo-textile fabric or similar plastic-based material in potential Covered Species' habitat.
- 4.10. Delineation of Property Boundaries. Before starting Covered Activities along each part of the route in active construction, Permittee shall clearly delineate the boundaries of the Project Area with fencing, stakes, or flags and discuss the boundaries in the Education Program with all on-site personnel. Permittee shall restrict all Covered

Activities to within the fenced, staked, or flagged areas. Permittee shall maintain all fencing, stakes, and flags until the completion of Covered Activities in that area.

- 4.11. Delineation of Habitat. Before the initiation of Covered Activities the Permittee shall clearly delineate habitat of the Covered Species within the Project Area beyond those areas within the immediate project construction footprint with posted signs, posting stakes, flags, and/or rope or cord, and place fencing as necessary to minimize the disturbance of Covered Species' nesting activities.
- 4.12. Project Access. Project-related personnel shall access the Project Area using the staging and access routes identified in Figure 2, Staging, Phasing and Timeline Plan and shall not cross Covered Species' habitat outside of or en route to the Project Area. Permittee shall restrict Project-related vehicle traffic to established roads, staging, and parking areas. Permittee shall ensure that vehicle speeds do not exceed 15 miles per hour when driving the staging area, access routes or Project Area. If Permittee determines construction of routes for travel are necessary outside of the Project Area, the Designated Representative shall contact CDFW for written approval before carrying out such an activity. CDFW may require an amendment to this ITP, among other reasons, if additional take of Covered Species will occur as a result of the Project modification.
- 4.13. Hazardous Waste. Permittee shall immediately stop and pursuant to pertinent state and federal statutes and regulations, arrange for repair and clean up by qualified individuals of any fuel or hazardous waste leaks or spills at the time of occurrence, or as soon as it is safe to do so. Permittee shall exclude the storage and handling of hazardous materials from the Project Area and shall properly contain and dispose of any unused or leftover hazardous products off-site.
- 4.14. CDFW Access. Permittee shall provide CDFW staff with reasonable access to the Project and mitigation lands under Permittee control and shall otherwise fully cooperate with CDFW efforts to verify compliance with or effectiveness of mitigation measures set forth in this ITP.
- 4.15. Refuse Removal. Upon completion of Covered Activities, Permittee shall remove from the Project Area and properly dispose of all temporary fill and construction refuse, including, but not limited to, broken equipment parts, wrapping material, cords, cables, wire, rope, strapping, twine, buckets, metal or plastic containers, and boxes.

## **5. Monitoring, Notification and Reporting Provisions:**

- 5.1. Notification before Commencement. The Designated Representative shall notify CDFW 5 calendar days before starting Covered Activities and shall document compliance with all pre-Project Conditions of Approval before starting Covered Activities.



- 5.2. Notification of Non-compliance. The Designated Representative shall immediately notify CDFW in writing if it determines that the Permittee is not in compliance with any Condition of Approval of this ITP, including but not limited to any actual or anticipated failure to implement measures within the time periods indicated in this ITP and/or the MMRP. The Designated Representative shall report any non-compliance with this ITP to CDFW within 24 hours.
- 5.3. Compliance Monitoring. The Designated Biologist shall be required on-site during Covered Activities, refer to Condition of Approval 6.2 for guidance in regard to compliance monitoring schedule requirements. The Designated Biologist shall conduct compliance inspections to (1) minimize incidental take of the Covered Species, as feasible; (2) prevent unlawful take of species; (3) check for compliance with all measures of this ITP; (4) establish and maintain nest buffer zones, as applicable (See Condition of Approval 6.3); (5) ensure that signs, stakes, and fencing are intact, and (6) capture photos of Project Area conditions and Covered Activities and to ensure that Covered Activities are only occurring in the Project Area. The Designated Representative or Designated Biologist shall prepare written observation and inspection records as specified in Condition of Approval 6.3; summarizing: oversight activities and compliance inspections, observations of Covered Species and their sign, survey results, and monitoring activities required by this ITP.
- 5.4. Monthly Compliance Report. The Designated Representative or Designated Biologist shall compile the observation and inspection records identified in Condition of Approval 5.3 (Compliance Monitoring) into a Monthly Compliance Reports and submit it to CDFW along with a copy of the MMRP table with notes showing the current implementation status of each mitigation measure. Monthly Compliance Reports shall be submitted to the CDFW offices listed in the Notices section of this ITP and via e-mail to CDFW's Regional Representative and Headquarters CESA Program. At the time of this ITP's approval, the CDFW Regional Representative is Robert Stanley ([Robert.Stanley@wildlife.ca.gov](mailto:Robert.Stanley@wildlife.ca.gov)) and Headquarters CESA Program email is [CESA@wildlife.ca.gov](mailto:CESA@wildlife.ca.gov). CDFW may at any time increase the timing and number of compliance inspections and reports required under this provision depending upon the results of previous compliance inspections. If CDFW determines the reporting schedule must be changed, CDFW will notify Permittee in writing of the new reporting schedule.
- 5.5. CNDDDB Observations. The Designated Biologist shall submit all observations of Covered Species to CDFW's California Natural Diversity Database (CNDDDB) within 60 calendar days of the observation and the Designated Biologist shall include copies of the submitted forms with the next Monthly Compliance Report, whichever is submitted first relative to the observation.
- 5.6. Annual and Final Construction Reports. No later than 60 days after completion of construction for each year of Covered Activities the Permittee shall provide CDFW

with an Annual or Final Construction Report. The Designated Biologist shall prepare the Final Construction Report which shall include, at a minimum: (1) a summary of all Monthly Compliance Reports; (2) a copy of the table in the MMRP with notes showing when each of the mitigation measures was implemented; (3) all available information about Project-related incidental take of the Covered Species; (4) information about the Projects annual impacts on the Covered Species; (5) beginning and ending dates of Covered Activities; (6) an assessment of the effectiveness of this ITP's Conditions of Approval in minimizing and fully mitigating Project impacts of the taking on Covered Species; (7) recommendations on how mitigation measures might be changed to more effectively minimize take and mitigate the impacts of future Projects on the Covered Species; and (8) any other pertinent information.

- 5.7. Notification of Take or Injury. Permittee shall immediately notify the Designated Biologist if a Covered Species is taken or injured by a Project-related activity, or if a Covered Species is otherwise found dead or injured within the vicinity of the Project. The Designated Biologist or Designated Representative shall provide initial notification to CDFW by calling the Regional Office at (707) 428-2002 and the regional representative within 24 hours. The initial notification to CDFW shall include information regarding the location, species, and number of animals taken or injured and the ITP Number. Following initial notification, Permittee shall send CDFW a written report within two business days. The report shall include the date and time of the finding or incident, location of the animal or carcass, and if possible provide a photograph, explanation as to cause of take or injury, and any other pertinent information. The report and notification shall also be submitted to CDFW's Regional Representative Robert Stanley ([Robert.Stanley@wildlife.ca.gov](mailto:Robert.Stanley@wildlife.ca.gov)).

## 6. Take Minimization Measures:

The following requirements are intended to ensure the minimization of incidental take of Covered Species in the Project Area during Covered Activities. Permittee shall implement and adhere to the following conditions to minimize take of Covered Species:

### *Covered Species Avoidance and Minimization*

- 6.1. Pre-Construction Surveys. Prior to initiating Covered Activities and at the onset of nesting season (beginning in March) during each year the Project is in active construction, the Designated Biologist(s) shall conduct reconnaissance surveys to identify all potential nesting habitat within 0.25 miles of the Project Area and identify any potential Covered Species active nests. Surveys shall follow methods outlined in the *Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley* (<https://www.wildlife.ca.gov/Conservation/Survey-Protocols#377281284-birds>). The survey shall include all potential staging areas, storage areas, stockpile areas, and vehicle access routes. All results shall be submitted to CDFW a minimum of 7 days prior to initiating Covered Activities for review.

- 6.2. Daily Construction Surveys. A Designated Biologist(s) shall be on-site daily for all Covered Activities occurring during the Covered Species nesting season from March 15 to September 15. If a Covered Species nest within 0.25 miles of the Project Area is active beyond the nesting season, monitoring shall continue each day until the young have fledged. Outside of the Covered Species nesting season, if no nests are active within a 0.25-mile radius, the Designated Biologist may develop an alternate monitoring schedule in coordination with the CDFW representative. Surveys shall follow methods outlined in the *Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley* (<https://www.wildlife.ca.gov/Conservation/Survey-Protocols#377281284-birds>). Survey requirements and buffer limits may be modified with written request to and approval from CDFW. If a lapse in Covered Activities of 7 days or longer occurs, additional surveys shall be performed prior to resuming Covered Activities during the nesting season (March 15 to September 15) and the results sent to CDFW 48 hours prior to the re-initiation of work. All daily construction survey results should be submitted weekly to CDFW when an active nest is present and monthly when no active nest is present.
- 6.3. Active Nest Buffer Zones. If active Covered Species nests are found, no Covered Activities shall occur within 0.25 miles of an active Covered Species nest unless a smaller buffer is established in consultation with CDFW. If Covered Species do not exhibit signs of disturbance, as specified in Condition of Approval 6.4, the buffer distance can be incrementally reduced based on monitoring the response of Covered Species to Covered Activities. With written approval from CDFW, the Designated Biologist(s) may increase, reduce or remove the buffer based on the monitoring responses of Covered Species. If more than one (1) nest site is found within 0.25 miles of the Project Area an amendment to this ITP is required to address changed biological circumstances.

The Permittee shall clearly delineate the buffer zone around an active nest within the Project Area with posted signs demarcating the area to avoid and using stakes, fencing, flags, and/or rope or cord to minimize the disturbance of Covered Species nesting behaviors. All construction personnel shall be notified of the existence and location of the known active Covered Species nest site and any active Covered Species nest sites detected during pre-construction surveys. Construction Personnel shall be instructed to minimize disturbances to these sites to the maximum extent feasible during nesting season. Trees or other features containing active nests shall be flagged or otherwise marked in the field. The marking should be readily visible at a distance of at least 100 feet. If a nest is located on an off-site property, signage and/or flagging shall be placed at the property boundary near where the nest is located. The sign shall indicate the direction and approximate distance of the nest from the property line.

- 6.4. Stop Work for Abnormal Nesting Behavior. A Designated Biologist(s), who is experienced in raptor behavior and approved by CDFW, shall be assigned to monitor the behavior of actively nesting Covered Species within 0.25 miles of the Project Area. The Designated Biologist(s) shall have the authority to stop all Covered Activity determined to cause abnormal nesting behavior in Covered Species, which may cause nest abandonment and loss of eggs/young. Abnormal nesting behaviors include, but are not limited to, swooping/stooping excessive vocalization (distress calls), agitation, standing up from a brooding position, failure to remain on the nest, and failure to deliver prey items for an extended time-period. Project activities resulting in abnormal nesting behavior shall not resume until the Designated Biologist(s) has consulted with CDFW and both the Designated Biologist and CDFW confirm that the bird's behavior has normalized, or the young have left the nest. On a weekly basis, the Designated Biologist shall report directly to CDFW the status of each Covered Species active nest. Reports shall include observations of abnormal nesting behaviors and any significant changes in ambient conditions due to Covered Activities. Significant changes would include noise levels and visual conditions such as an increase in the number of personnel walking around the Project Area or mobilization of large equipment into the Project Area.
- 6.5. Nest Abandonment and Hacking. If the Project results in nest abandonment and nestling(s) are still alive, the Designated Biologist(s) shall recover the hatchling(s) or egg(s) and immediately take it to a CDFW-approved wildlife rehabilitation or veterinary facility. Permittee shall bear any cost associated with recovery of nestling(s) and hacking (controlled release of captive reared young) of the nestling(s).
- 6.6. Removal of Nest Trees. No active nest trees, or trees known to have active nests in the last five years are authorized for removal under the conditions of this ITP.
- 6.7. Project Access and Staging. The Permittee shall establish and maintain all Project Areas, Staging Areas and Access Routes within areas of previously identified impacts as described in this Incidental Take Permit and shall not traverse Covered Species Habitat outside specified areas of impact for any purpose including personnel on foot (Figure 3, Project Habitat Impacts Map). Staging areas and laydown areas shall not occur within the active nest buffer as specified in Condition of Approval 6.3. No night delivery of material is authorized to occur within the active nest buffer as specified in Condition of Approval 6.3.
- 6.8. Signs and Fence Post Restrictions. Any fencing posts or signposts installed temporarily or permanently throughout the course of the Project will prevent the entrapment of wildlife, specifically birds of prey. If open-ended pipes or bollards are used for posts, they shall be capped. If metal posts with post holes are used (including, but not limited to U-channel posts and T-posts), the posts shall have the top three post holes or any post holes above an affixed sign capped, covered, or filled. The Designated Biologist will be responsible for ensuring compliance with this

measure throughout the course of the Project and will inspect each post for compliance when at the Project Site.

- 6.9. Temporary Artificial Lighting Restrictions and Nightwork. All temporary lighting shall be required to have shielding and shall be focused to the Project Area to avoid to the maximum extent feasible scattering of artificial light into natural lands. When not in use all temporary lighting shall be shut down upon the completion of work each day. No nightwork is authorized to occur within the active nest buffer as specified in Condition of Approval 6.3.
- 6.10. Permanent Artificial Lighting Restrictions. All new installations and replacements of previously existing light emitters, luminaires or bulb types for permanent use within the Project Area shall have a maximum output programmed at 2700 kelvin or less. All new installations or replacements of lighting shall be fitted with back-shielding, and the surface area of the light shall be directed so that it does not project into natural lands. The Isolux Analysis baseline of current artificial lighting conditions (Figure 4, Existing Lighting Isolux Analysis Map) establishes the baseline of existing conditions and the proposed lighting output of new and replacement emitters over the surface area of natural lands. An updated Isolux analysis shall be required within 60 days of completion of Covered Activity completion to determine real-world light levels. All permanent lighting shall be directed towards the surface of the road and employ adjusted mast height and adjusted reach arm lengths to reduce light pollution into natural lands. Additional avoidance and minimization conditions may be required in consultation with CDFW if an increase in lighting output is determined to occur onto natural lands greater than the initial projections when compared to the Final Isolux Diagram that measures the real-world artificial lighting outputs.
- 6.11. Construction Survey and Monitoring. Throughout the course of Covered Activities, the Designated Biologist(s) shall conduct reconnaissance surveys to identify all potential nesting habitat within 0.25 miles of the Project Area and identify any potential Covered Species active nests. Surveys shall follow methods outlined in the *Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley* (<https://www.wildlife.ca.gov/Conservation/Survey-Protocols#377281284-birds>). All results shall be submitted to CDFW as part of the On-Site Restoration Plan, as specified in Condition of Approval 7.5.

## **7. Habitat Management Land Acquisition and Restoration:**

CDFW has determined that permanent protection and perpetual management of compensatory habitat is necessary and required pursuant to CESA to fully mitigate Project-related impacts of the taking on the Covered Species that will result with implementation of the Covered Activities. This determination is based on factors including an assessment of the importance of the habitat in the Project Area, the extent

to which the Covered Activities will impact the habitat, and CDFW's estimate of the acreage required to provide for adequate compensation.

To meet this requirement, the Permittee shall purchase one (1) Covered Species credit for suitable nesting habitat from a CDFW-approved mitigation or conservation bank (Condition of Approval 7.2) to cover the loss or abandonment of one Covered Species nest. The Permittee shall also purchase 17.34 acres of Covered Species credit for suitable foraging habitat from a CDFW-approved mitigation or conservation bank (Condition of Approval 7.2). OR shall provide for both the permanent protection and management of 17.34 acres of Habitat Management (HM) lands, pursuant to Condition of Approval 7.3 below and the calculation and deposit of the management funds pursuant to Condition of Approval 7.4 below. Compensatory habitat shall include upland foraging and dispersal habitat for Covered Species through preservation, restoration, enhancement, and/or creation of habitat that is the same or better quality as upland habitat that will be impacted. Permanent protection and funding for perpetual management of compensatory habitat must be complete before starting Covered Activities, or within 18 months of the effective date of this ITP if Security is provided pursuant to Condition of Approval 8 below for all uncompleted obligations. The Permittee shall also restore on-site 10.09 acres of temporarily impacted Covered Species habitat pursuant to Condition of Approval 7.5 below.

7.1. Cost Estimates. CDFW has estimated the cost of purchasing credits from a from a CDFW-approved mitigation or conservation bank and restoration of temporarily disturbed habitat as follows:

- 7.1.1. Purchase of one Covered Species nesting habitat credits identified in Condition of Approval 7, estimated at **\$160,000.00**;
- 7.1.2. Purchase of 17.34 credits of Covered Species foraging habitat credit identified in Condition of Approval 7, estimated at \$150,000.00/acre; **\$2,601,000.00**;
- 7.1.3. Restoration of on-site temporary effects to Covered Species habitat as described in Condition of Approval 7.5 (Habitat Restoration), calculated at \$3,900.00/acre for 10.09 acres: **\$39,351.00**.

7.2. Habitat Acquisition and Protection. To provide for the acquisition and perpetual protection and management of the HM lands, the Permittee shall:

- 7.2.1. Fee Title/Conservation Easement. Transfer fee title to the HM lands to CDFW pursuant to terms approved in writing by CDFW. Alternatively, CDFW, in its sole discretion, may authorize a governmental entity, special district, non-profit organization, for-profit entity, person, or another entity to hold title to and manage the property provided that the district, organization, entity, or person meets the requirements of Government Code sections 65965-65968, as



amended. If CDFW does not hold fee title to the HM lands, CDFW shall act as grantee for a conservation easement over the HM lands or shall, in its sole discretion, approve a non-profit entity, public agency, or Native American tribe to act as grantee for a conservation easement over the HM lands provided that the entity, agency, or tribe meets the requirements of Civil Code section 815.3. If CDFW does not hold the conservation easement, CDFW shall be expressly named in the conservation easement as a third-party beneficiary. The Permittee shall obtain CDFW written approval of any conservation easement before its execution or recordation. No conservation easement shall be approved by CDFW unless it complies with Government Code sections 65965-65968, as amended and includes provisions expressly addressing Government Code sections 65966(j) and 65967(e);

- 7.2.2. HM Lands Approval. Obtain CDFW written approval of the HM lands before acquisition and/or transfer of the land by submitting, at least three months before acquisition and/or transfer of the HM lands, a formal Proposed Lands for Acquisition Form (see Attachment 2B) identifying the land to be purchased or property interest conveyed to an approved entity as mitigation for the Project's impacts on Covered Species;
- 7.2.3. HM Lands Documentation. Provide a recent preliminary title report, initial hazardous materials survey report, and other necessary documents (see Attachment 2A). All documents conveying the HM lands and all conditions of title are subject to the approval of CDFW, and if applicable, the Wildlife Conservation Board and the Department of General Services;
- 7.2.4. Land Manager. Designate both an interim and long-term land manager approved by CDFW. The interim and long-term land managers may, but need not, be the same. The interim and/or long-term land managers may be the landowner or another party. Documents related to land management shall identify both the interim and long-term land managers. Permittee shall notify CDFW of any subsequent changes in the land manager within 30 days of the change. If CDFW will hold fee title to the mitigation land, CDFW will also act as both the interim and long-term land manager unless otherwise specified.
- 7.2.5. Start-up Activities. Provide for the implementation of start-up activities, including the initial site protection and enhancement of HM lands, once the HM lands have been approved by CDFW. Start-up activities include, at a minimum: (1) preparing a final management plan for CDFW approval (see <https://wildlife.ca.gov/Conservation/Planning/Banking>); (2) conducting a baseline biological assessment and land survey report within four months of recording or transfer; (3) developing and transferring Geographic Information Systems (GIS) data if applicable; (4) establishing initial fencing; (5) conducting

litter removal; (6) conducting initial habitat restoration or enhancement, if applicable; and (7) installing signage;

7.2.6. Interim Management (Initial and Capital). Provide for the interim management of the HM lands. The Permittee shall ensure that the interim land manager implements the interim management of the HM lands as described in the final management plan and conservation easement approved by CDFW. The interim management period shall be a minimum of three years from the date of HM land acquisition and protection and full funding of the Endowment and includes expected management following start-up activities. Interim management period activities described in the final management plan shall include fence repair, continuing trash removal, site monitoring, and vegetation and invasive species management, and restoration of disturbed habitat. Permittee shall either (1) provide a security to CDFW for the minimum of three years of interim management that the land owner, Permittee, or land manager agrees to manage and pay for at their own expense, (2) establish an escrow account with written instructions approved in advance in writing by CDFW to pay the land manager annually in advance, or (3) establish a short-term enhancement account with CDFW or a CDFW-approved entity for payment to the land manager.

7.3. Endowment Fund. The Permittee shall ensure that the HM lands are perpetually managed, maintained, and monitored by the long-term land manager as described in this ITP, the conservation easement, and the final management plan approved by CDFW. After obtaining CDFW approval of the HM lands, Permittee shall provide long-term management funding for the perpetual management of the HM lands by establishing a long-term management fund (Endowment). The Endowment is a sum of money, held in a CDFW-approved fund that provides funds for the perpetual management, maintenance, monitoring, and other activities on the HM lands consistent with the management plan(s) required by Condition of Approval 7.2.5 (Start Up Activities). Endowment as used in this ITP shall refer to the endowment deposit and all interest, dividends, other earnings, additions and appreciation thereon. The Endowment shall be governed by this ITP, Government Code sections 65965-65968, as amended, and Probate Code sections 18501-18510, as amended.

After the interim management period, Permittee shall ensure that the designated long-term land manager implements the management and monitoring of the HM lands according to the final management plan. The long-term land manager shall be obligated to manage and monitor the HM lands in perpetuity to preserve their conservation values in accordance with this ITP, the conservation easement, and the final management plan. Such activities shall be funded through the Endowment.

7.3.1. Identify an Endowment Manager. The Endowment shall be held by the Endowment Manager, which shall be either CDFW or another entity qualified pursuant to Government Code sections 65965-65968, as amended. Permittee



shall submit to CDFW a written proposal that includes: (i) the name of the proposed Endowment Manager; (ii) whether the proposed Endowment Manager is a governmental entity, special district, nonprofit organization, community foundation, or congressionally chartered foundation; (iii) whether the proposed Endowment Manager holds the property or an interest in the property for conservation purposes as required by Government Code section 65968(b)(1) or, in the alternative, the basis for finding that the Project qualifies for an exception pursuant to Government Code section 65968(b)(2); and (iv) a copy of the proposed Endowment Manager's certification pursuant to Government Code section 65968(e). Within thirty days of CDFW's receipt of Permittee's written proposal, CDFW shall inform Permittee in writing if it determines the proposal does not satisfy the requirements of Fish and Game Code section 2081(b)(4) and, if so, shall provide Permittee with a written explanation of the reasons for its determination. If CDFW does not provide Permittee with a written determination within the thirty-day period, the proposal shall be deemed consistent with Section 2081(b)(4).;

7.3.2. Calculate the Endowment Funds Deposit. After obtaining CDFW written approval of the HM lands, long-term management plan, and Endowment Manager, Permittee shall prepare a Property Analysis Record (PAR) or PAR-equivalent analysis (hereinafter "PAR") to calculate the amount of funding necessary to ensure the long-term management of the HM lands (Endowment Deposit Amount). The Permittee shall submit to CDFW for review and approval the results of the PAR before transferring funds to the Endowment Manager.

7.3.2.1. Capitalization Rate and Fees. Permittee shall obtain the capitalization rate from the selected Endowment Manager for use in calculating the PAR and adjust for any additional administrative, periodic, or annual fees.

7.3.2.2. Endowment Buffers/Assumptions. Permittee shall include in PAR assumptions the following buffers for endowment establishment and use that will substantially ensure long-term viability and security of the Endowment:

7.3.2.2.1. 10 Percent Contingency. A 10 percent contingency shall be added to each endowment calculation to hedge against underestimation of the fund, unanticipated expenditures, inflation, or catastrophic events.

7.3.2.2.2. Three Years Delayed Spending. The endowment shall be established assuming spending will not occur for the first three years after full funding.

7.3.2.2.3. Non-annualized Expenses. For all large capital expenses to occur periodically but not annually such as fence replacement or well

replacement, payments shall be withheld from the annual disbursement until the year of anticipated need or upon request to Endowment Manager and CDFW.

- 7.3.3. Transfer Long-term Endowment Funds. Permittee shall transfer the long-term endowment funds to the Endowment Manager upon CDFW approval of the Endowment Deposit Amount identified above. The approved Endowment Manager may pool the Endowment with other endowments for the operation, management, and protection of HM lands for local populations of the Covered Species but shall maintain separate accounting for each Endowment. The Endowment Manager shall, at all times, hold and manage the Endowment in compliance with this ITP, Government Code sections 65965-65968, as amended, and Probate Code sections 18501-18510, as amended.
- 7.4. Reimburse CDFW. Permittee shall reimburse CDFW for all reasonable expenses incurred by CDFW such as transaction fees, account set-up fees, administrative fees, title and documentation review and related title transactions, expenses incurred from other state agency reviews, and overhead related to transfer of HM lands to CDFW.
- 7.5. On-Site Habitat Restoration. Permittee shall submit an On-Site Restoration Plan a minimum of 60 days prior to the initiation of construction for CDFW approval. All plantings within the entire Project Area shall consist of regionally native species. The On-Site Restoration Plan success criteria shall be applicable to an area of at least 10.09 acres of Covered Species habitat within the Project Area. All plantings will be subject to a survivorship criteria developed in consultation with CDFW and identified in the Habitat Restoration Plan. All Impacted areas shall be seeded with an erosion control seed mix consisting of regionally native species to the area approved in advance by CDFW. The seed mix shall also include native milkweed (*Asclepias fascicularis*) or other regionally native milkweed species approved in advance by CDFW. If seed mix fails, additional efforts shall be required. All irrigation systems shall be removed prior to CDFW final approval for on-site restoration. Failure to meet any of the success criteria noted in this condition shall result in additional seeding, plantings and years of additional monitoring until the success criteria are achieved as specified in this condition. All monitoring reports shall be submitted by December 31 to CDFW for review and acceptance, until milestones are achieved. The monitoring reports shall include photographs from five pre-determined stations that illustrate before, during and after construction activity as well as the restoration efforts over the course of the agreed upon monitoring timeframe and any additional years of monitoring, as applicable.
- 7.5.1. Invasive Species Removal. Invasive species removal and control specification shall be included in the Habitat Restoration Plan and shall focus on those invasive species rated as "High" by the California Invasive Plant Council (<https://www.cal-ipc.org/plants/inventory/>). Species removal shall occur over the

course of Covered Activities and throughout the 10.09-acre restoration area. At the end of the monitoring period noted in the Habitat Restoration Plan, the Permittee shall ensure that invasive species rated as “High” by the California Invasive Plant Council are maintained at 10% or less ground cover.

- 7.5.2. Covered Species Prey Monitoring. Over the course of Covered Activities, the Permittee shall develop and implement a Covered Species prey monitoring plan to monitor prey items selected by the Covered Species and to determine the activity levels of those prey items in the temporarily impacted areas noted in the Project Impacts section of this ITP.

## **8. Performance Security:**

The Permittee may proceed with Covered Activities only after the Permittee has ensured funding (Security) to complete any activity required by Condition of Approval 7 (Habitat Management Land Acquisition and Restoration) that has not been completed before Covered Activities begin. Permittee shall provide Security as follows:

- 8.1. Security Amount. The Security shall be in the amount of **\$2,800,351.00**. This amount is based on the cost estimates identified in Condition of Approval 7.1 (Cost Estimates) above.
- 8.2. Security Form. The Security shall be in the form of an irrevocable letter of credit (see Attachment 3) or another form of Security approved in advance in writing by CDFW's Office of the General Counsel.
- 8.3. Security Timeline. The Security shall be provided to CDFW before Covered Activities begin or within 6 months after the effective date of this ITP, whichever occurs first.
- 8.4. Security Holder. The Security shall be held by CDFW or in a manner approved in advance in writing by CDFW.
- 8.5. Security Transmittal. If CDFW holds the Security, Permittee shall transmit it to CDFW with a completed Mitigation Payment Transmittal Form (see Attachment 4) or by way of an approved instrument such as escrow, irrevocable letter of credit, or other.
- 8.6. Security Drawing. The Security shall allow CDFW to draw on the principal sum if CDFW, in its sole discretion, determines that the Permittee has failed to comply with the Conditions of Approval of this ITP.
- 8.7. Security Release. The Security (or any portion of the Security then remaining) shall be released to the Permittee after CDFW has conducted an on-site inspection and received confirmation that all secured requirements have been satisfied, as evidenced by:

- Submission of Bill of Sale from a CDFW approved Bank;
- Written documentation of the acquisition of the HM lands;
- Copies of all executed and recorded conservation easements;
- Written confirmation from the approved Endowment Manager of its receipt of the full Endowment; and
- Timely submission of all required reports
- All milestones are achieved as specified in Condition of Approval 7.5

Even if Security is provided, the Permittee must complete the required acquisition, protection and transfer of all HM lands and record any required conservation easements no later than 18 months from the effective date of this ITP. CDFW may require the Permittee to provide additional HM lands and/or additional funding to ensure the impacts of the taking are minimized and fully mitigated, as required by law, if the Permittee does not complete these requirements within the specified timeframe.

#### **Amendment:**

This ITP may be amended as provided by California Code of Regulations, Title 14, section 783.6, subdivision (c), and other applicable law. This ITP may be amended without the concurrence of the Permittee as required by law, including if CDFW determines that continued implementation of the Project as authorized under this ITP would jeopardize the continued existence of the Covered Species or where Project changes or changed biological conditions necessitate an ITP amendment to ensure that all Project-related impacts of the taking to the Covered Species are minimized and fully mitigated.

#### **Stop-Work Order:**

CDFW may issue Permittee a written stop-work order requiring Permittee to suspend any Covered Activity for an initial period of up to 25 days to prevent or remedy a violation of this ITP, including but not limited to the failure to comply with reporting or monitoring obligations, or to prevent the unauthorized take of any CESA endangered, threatened, or candidate species. Permittee shall stop work immediately as directed by CDFW upon receipt of any such stop-work order. Upon written notice to Permittee, CDFW may extend any stop-work order issued to Permittee for a period not to exceed 25 additional days. Suspension and revocation of this ITP shall be governed by California Code of Regulations, Title 14, section 783.7, and any other applicable law. Neither the Designated Biologist nor CDFW shall be liable for any costs incurred in complying with stop-work orders.

### **Compliance with Other Laws:**

This ITP sets forth CDFW's requirements for the Permittee to implement the Project pursuant to CESA. This ITP does not necessarily create an entitlement to proceed with the Project. Permittee is responsible for complying with all other applicable federal, state, and local law.

### **Notices:**

The Permittee shall deliver a fully executed duplicate original ITP by registered first class mail or overnight delivery to the following address:

Habitat Conservation Planning Branch  
California Department of Fish and Wildlife  
Attention: CESA Permitting Program  
Post Office Box 944209  
Sacramento, CA 94244-2090

Alternatively, the Permittee shall email the digitally signed ITP to [CESA@wildlife.ca.gov](mailto:CESA@wildlife.ca.gov). Digital signatures shall comply with Government Code section 16.5.

Written notices, reports and other communications relating to this ITP shall be delivered to CDFW by registered first class mail at the following address, or at addresses CDFW may subsequently provide the Permittee. Notices, reports, and other communications shall reference the Project name, Permittee, and ITP Number (2081-2021-020-03) in a cover letter and on any other associated documents.

Original cover with attachment(s) to:

Stacy Sherman, Acting Regional Manager  
California Department of Fish and Wildlife – Bay Delta Region  
2825 Cordelia Road, Suite 100  
Fairfield, CA 94534  
Telephone: (707) 428-2002  
[R3CESA@wildlife.ca.gov](mailto:R3CESA@wildlife.ca.gov)

and a copy to:

Habitat Conservation Planning Branch  
California Department of Fish and Wildlife  
Attention: CESA Permitting Program  
Post Office Box 944209  
Sacramento, CA 94244-2090  
[CESA@wildlife.ca.gov](mailto:CESA@wildlife.ca.gov)

Unless Permittee is notified otherwise, CDFW's Regional Representative for purposes of addressing issues that arise during implementation of this ITP is:

Robert Stanley, Senior Environmental Scientist (Specialist)  
 California Department of Fish and Wildlife, Bay Delta Region – 3  
 2825 Cordelia Road, Suite 100, Fairfield, CA 94534  
 Telephone (707) 339-6534  
[Robert.Stanley@wildlife.ca.gov](mailto:Robert.Stanley@wildlife.ca.gov)

### **Compliance with CEQA:**

CDFW's issuance of this ITP is subject to CEQA. CDFW is a responsible agency pursuant to CEQA with respect to this ITP because of prior environmental review of the Project by the lead agency, California Department of Transportation (See generally Pub. Resources Code, §§ 21067, 21069). The lead agency's prior environmental review of the Project is set forth in Mitigated Negative Declaration (MND) for the State Route 29/State Route 221 Soscot Junction Improvement Project, (SCH No. 2019099072) dated February 2020 that the California Department of Transportation certified on February 13, 2020. At the time the lead agency certified the MND and approved the Project it also adopted various mitigation measures for the Covered Species as conditions of Project approval.

This ITP, along with CDFW's related CEQA findings, which are available as a separate document, provide evidence of CDFW's consideration of the lead agency's MND for the Project and the environmental effects related to issuance of this ITP [CEQA Guidelines, § 15096, subd. (f)]. CDFW finds that issuance of this ITP will not result in any previously undisclosed potentially significant effects on the environment or a substantial increase in the severity of any potentially significant environmental effects previously disclosed by the lead agency. Furthermore, to the extent the potential for such effects exists, CDFW finds adherence to and implementation of the Conditions of Project Approval adopted by the lead agency, and that adherence to and implementation of the Conditions of Approval imposed by CDFW through the issuance of this ITP, will avoid or reduce to below a level of significance any such potential effects. CDFW consequently finds that issuance of this ITP will not result in any significant, adverse impacts on the environment.

### **Findings Pursuant to CESA:**

These findings are intended to document CDFW's compliance with the specific findings requirements set forth in CESA and related regulations. [Fish and Game Code § 2081, subs. (b)-(c); Cal. Code Regs., tit. 14, §§ 783.4, subds, (a)-(b), 783.5, subd. (c)(2)].

CDFW finds based on substantial evidence in the ITP application for the Napa SR-29/SR-221 Soscot Junction Improvement Project and consultations, and the administrative record of proceedings, that issuance of this ITP complies and is consistent with the criteria governing the issuance of ITPs pursuant to CESA:

- (1) Take of Covered Species as defined in this ITP will be incidental to the otherwise lawful activities covered under this ITP;
- (2) Impacts of the taking on Covered Species will be minimized and fully mitigated through the implementation of measures required by this ITP and as described in the MMRP. Measures include: (1) permanent habitat protection; (2) establishment of avoidance zones; (3) worker education; and (4) Monthly Compliance Reports. CDFW evaluated factors including an assessment of the importance of the habitat in the Project Area, the extent to which the Covered Activities will impact the habitat, and CDFW's estimate of the acreage required to provide for adequate compensation. Based on this evaluation, CDFW determined that the purchase of one (1) Covered Species Nesting Credit, 17.34 acres of Covered Species Foraging Credits, on-site restoration of 10.09 acres of foraging habitat minimizes and fully mitigates the impacts of the taking caused by the Project;
- (3) The take avoidance and mitigation measures required pursuant to the conditions of this ITP and its attachments are roughly proportional in extent to the impacts of the taking authorized by this ITP;
- (4) The measures required by this ITP maintain Permittee's objectives to the greatest extent possible;
- (5) All required measures are capable of successful implementation;
- (6) This ITP is consistent with any regulations adopted pursuant to Fish and Game Code sections 2112 and 2114;
- (7) Permittee has ensured adequate funding to implement the measures required by this ITP as well as for monitoring compliance with, and the effectiveness of, those measures for the Project; and
- (8) Issuance of this ITP will not jeopardize the continued existence of the Covered Species based on the best scientific and other information reasonably available, and this finding includes consideration of the species' capability to survive and reproduce, and any adverse impacts of the taking on those abilities in light of (1) known population trends; (2) known threats to the species; and (3) reasonably foreseeable impacts on the species from other related Projects and activities. Moreover, CDFW's finding is based, in part, on CDFW's express authority to amend the terms and conditions of this ITP without concurrence of the Permittee as necessary to avoid jeopardy and as required by law.

**Attachments:**

FIGURE 1	Project Location Map
FIGURE 2	Staging, Phasing and Timeline Plan
FIGURE 3	Project Habitat Impacts Map
FIGURE 4	Existing Isolux Lighting Analysis Map
FIGURE 5	Proposed Isolux Lighting Analysis Map
FIGURE 6	Covered Species Nest Location and Lighting Map
FIGURE 7	95% Engineered Design Plans for Soscol Junction
ATTACHMENT 1	Mitigation Monitoring and Reporting Program
ATTACHMENT 2A, 2B	Habitat Management Lands Checklist; Proposed Lands for Acquisition Form
ATTACHMENT 3	Letter of Credit Form
ATTACHMENT 4	Mitigation Payment Transmittal Form

**ISSUED BY THE CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE**on 8/20/2021.

DocuSigned by:

*Stacy Sherman*

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 Stacy Sherman, Acting Regional Manager  
 Bay Delta Region
**ACKNOWLEDGMENT**

The undersigned: (1) warrants that he or she is acting as a duly authorized representative of the Permittee, (2) acknowledges receipt of this ITP, and (3) agrees on behalf of the Permittee to comply with all terms and conditions.

DocuSigned by:



By: \_\_\_\_\_

452190C870CA43C...

Date: 8/21/2021Printed Name: Rui GaoTitle: Regional Project Manager



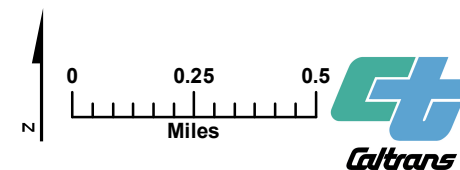


#### LEGEND

- Project Footprint (42.33 acre)
- Highways/Major Roads
- Lakes, Ponds, Rivers and Streams

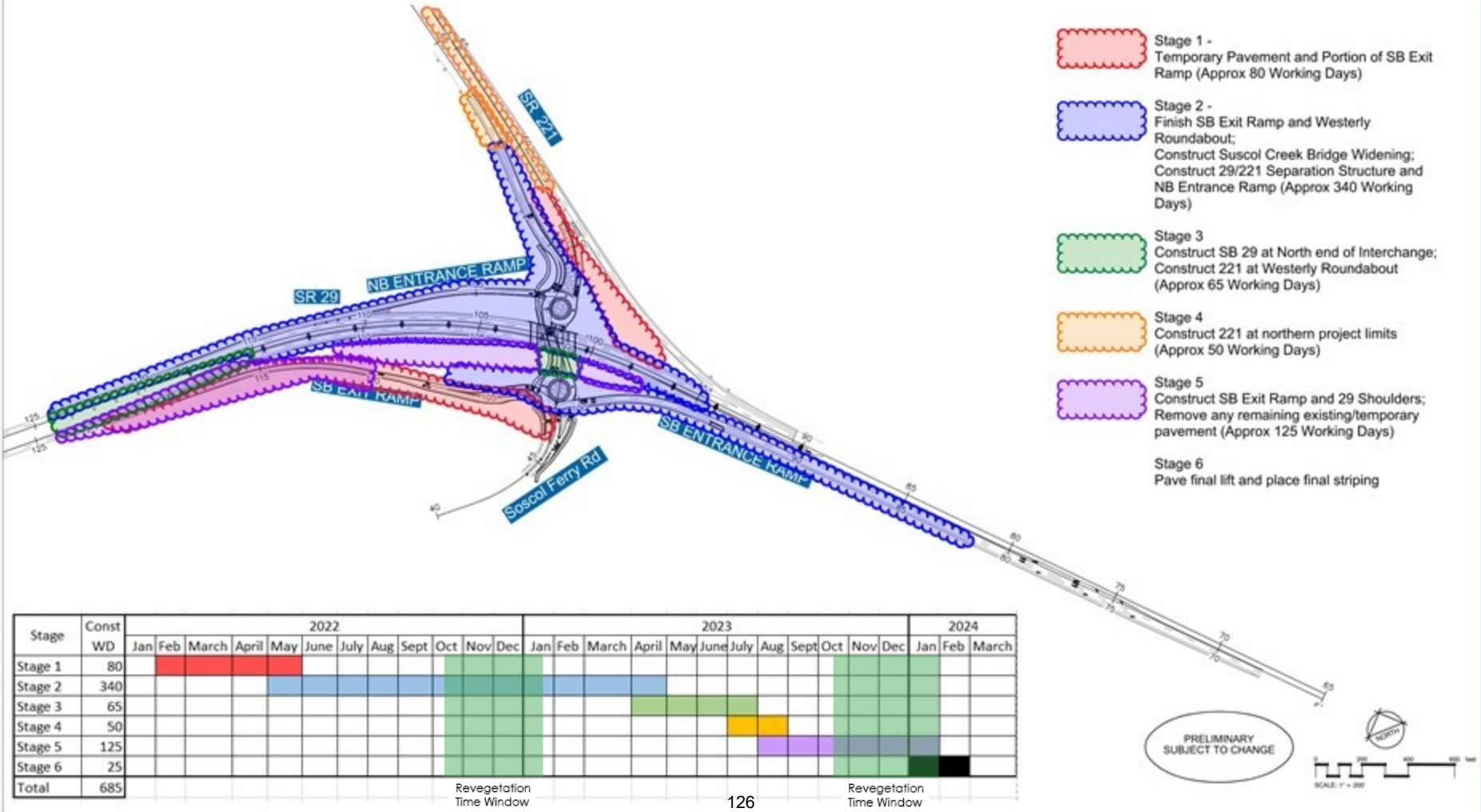
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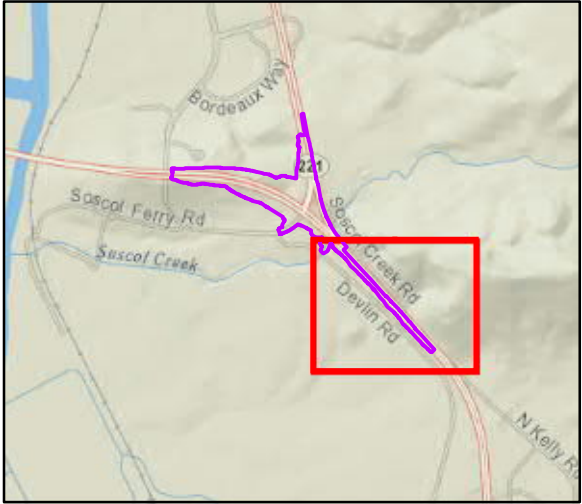


#### FIGURE 1 Project Location

State Route 29/State Route 221 Soscol  
 Junction Improvement Project  
 EA 28120, 04-NAPA-29 PM R5.6/R6.7;  
 221 PM 0.0/0.4  
 Napa County, California

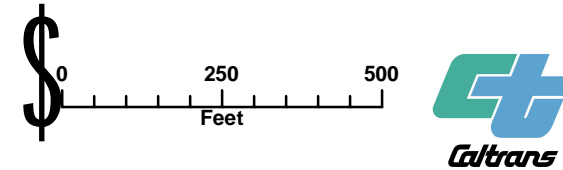






- LEGEND**
- Biological Study Area (87.87)
  - Project Footprint (41.23 acres)
  - Existing Pavement (13.28 acres)
  - Proposed Paved Surfaces (18.35 acres)
  - Caltrans Right of Way

**Service Layer Credits:**  
Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community  
National Geographic, Esri, Garmin, HERE, UNEP-WCMC, USGS, NASA, ESA, METI, NRCAN, GEBCO, NOAA, increment P Corp.



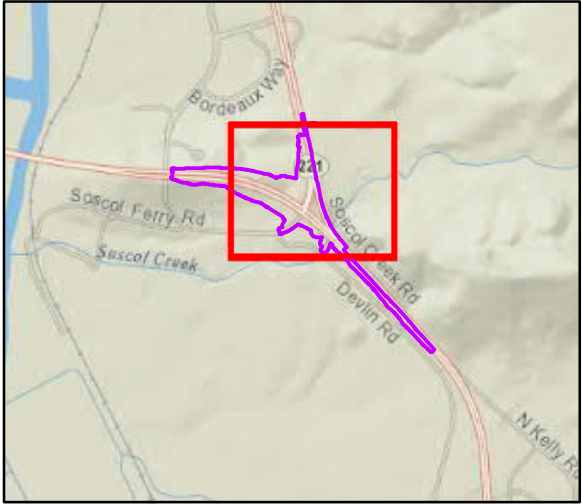
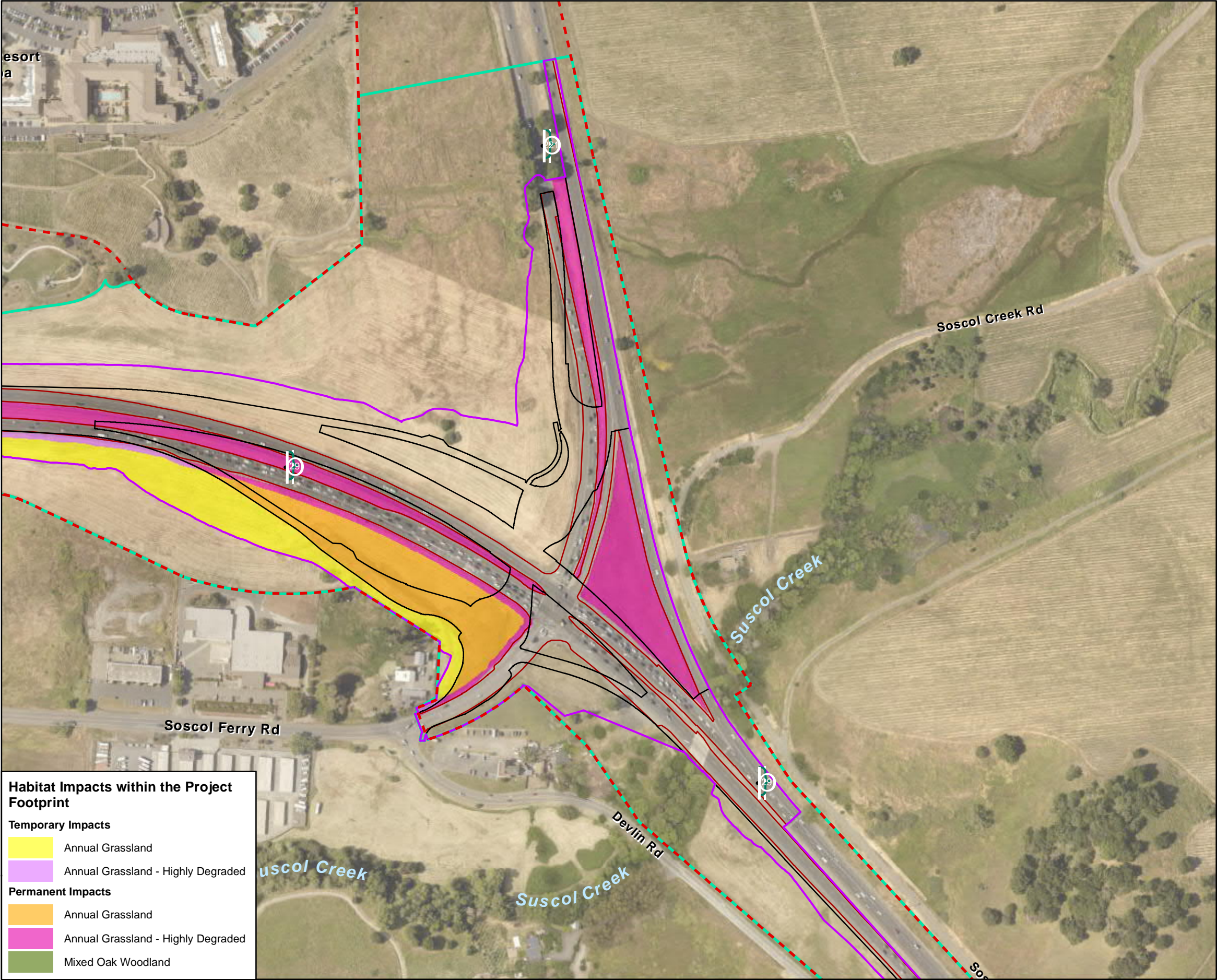
**STAGE 1: FEB, 2022 - MAY, 2022**  
**MAP 1 OF 3**  
**PROJECT IMPACTS TO VEGETATION**  
State Route 29/221 Soscol Junction  
Improvement Project  
EA 28120, NAP-29 Post Mile 5.12 / 7.05  
NAP-221 Post Mile 0 / 0.55  
Napa County, California

**Habitat Impacts within the Project Footprint**

**Permanent Impacts**

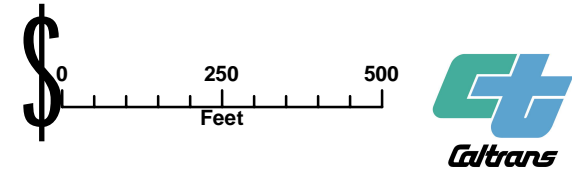
- Annual Grassland
- Annual Grassland - Highly Degraded





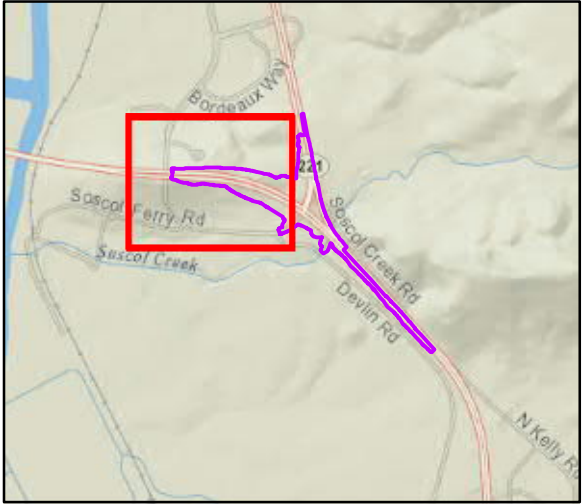
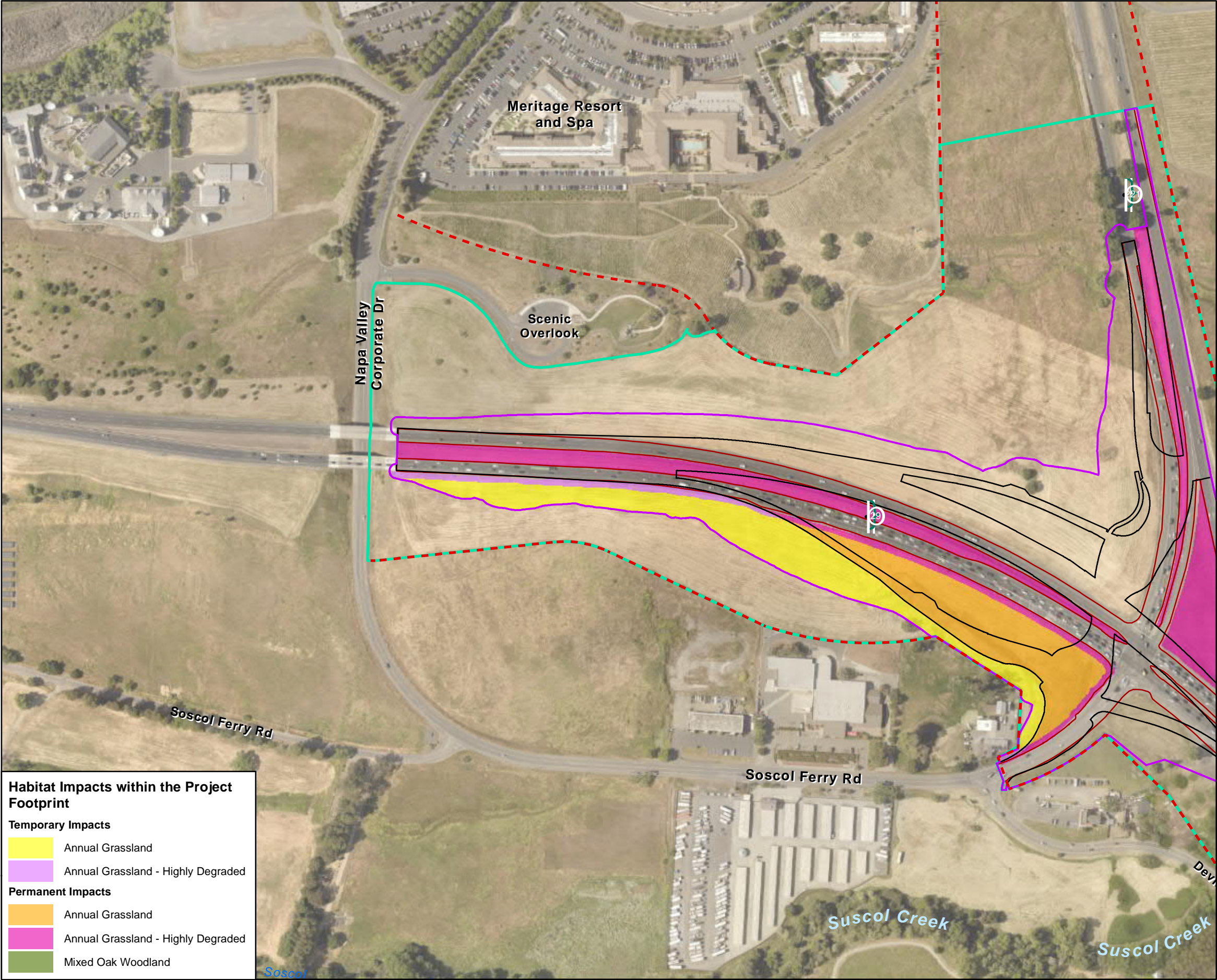
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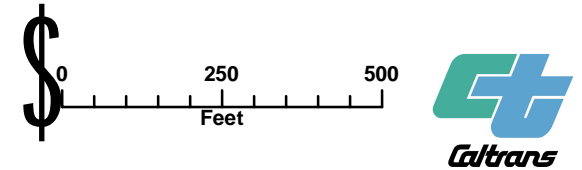
**STAGE 1: FEB, 2022 - MAY, 2022**  
**MAP 2 OF 3**  
**PROJECT IMPACTS TO VEGETATION**  
State Route 29/221 Soscol Junction  
Improvement Project  
EA 28120, NAP-29 Post Mile 5.12 / 7.05  
NAP-221 Post Mile 0 / 0.55  
Napa County, California





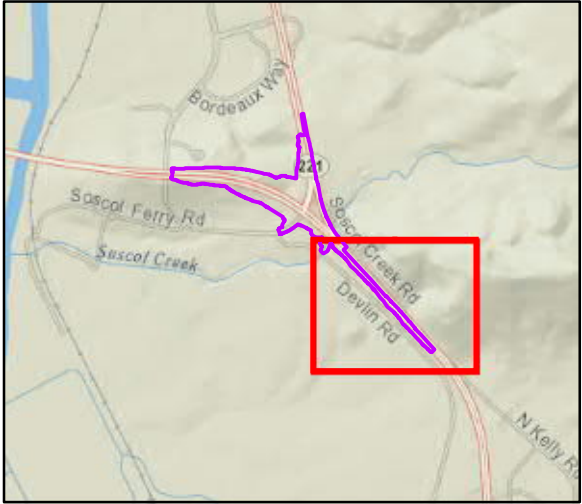
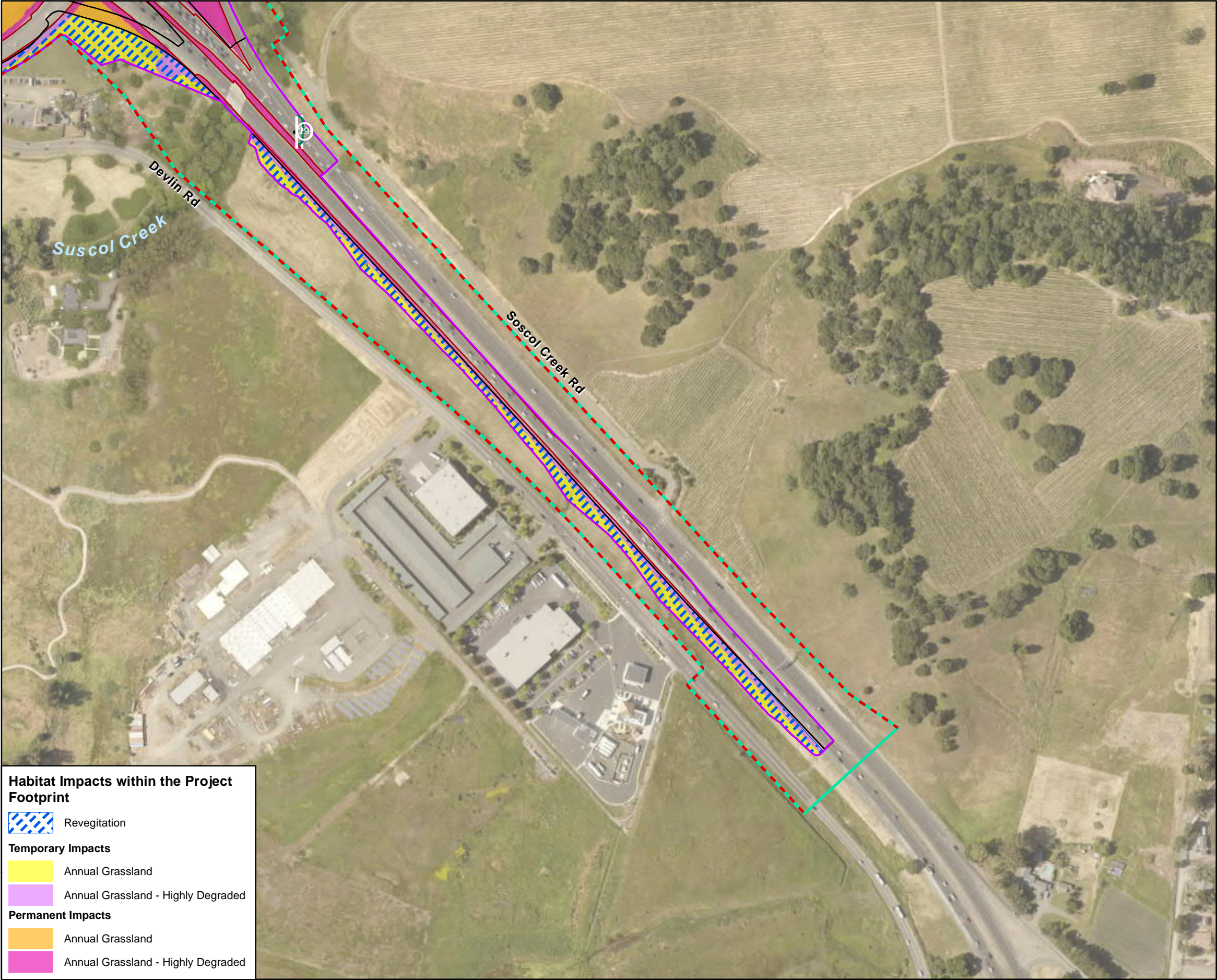
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  - Project Footprint (41.23 acres)
  - Existing Pavement (13.28 acres)
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**STAGE 1: FEB, 2022 - MAY, 2022**  
**MAP 3 OF 3**  
**PROJECT IMPACTS TO VEGETATION**  
State Route 29/221 Soscot Junction  
Improvement Project  
EA 28120, NAP-29 Post Mile 5.12 / 7.05  
NAP-221 Post Mile 0 / 0.55  
Napa County, California

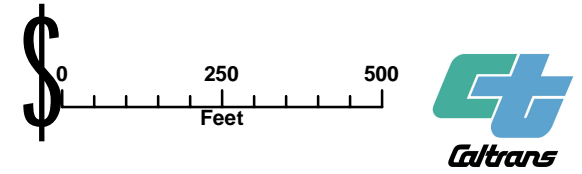




**LEGEND**

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- Existing Pavement (13.28 acres)
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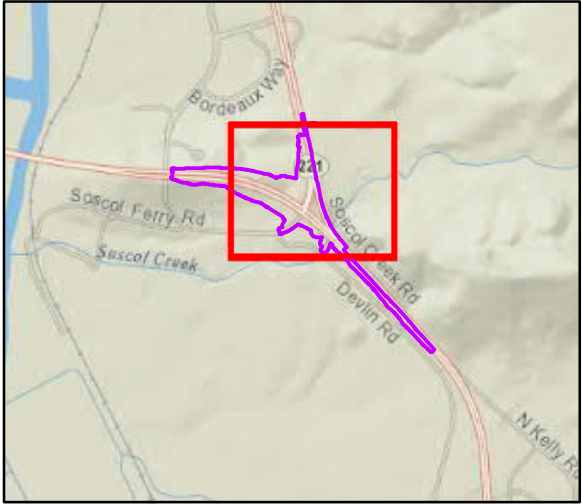
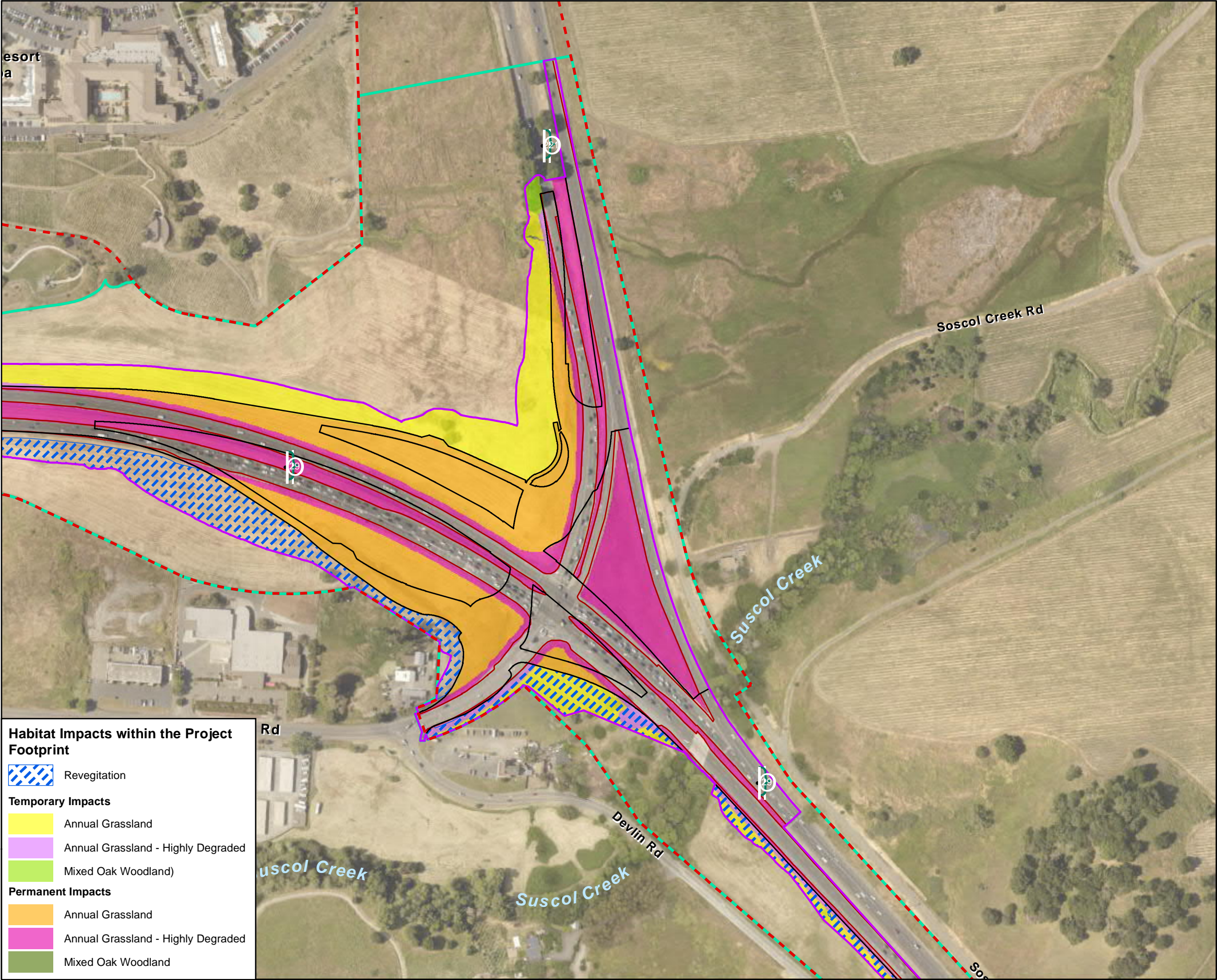


**STAGE 2: MAY, 2022 - APR, 2023**  
**MAP 1 OF 3**  
**PROJECT IMPACTS TO VEGETATION**  
State Route 29/221 Suscol Junction  
Improvement Project  
EA 28120, NAP-29 Post Mile 5.12 / 7.05  
NAP-221 Post Mile 0 / 0.55  
Napa County, California

**Habitat Impacts within the Project Footprint**

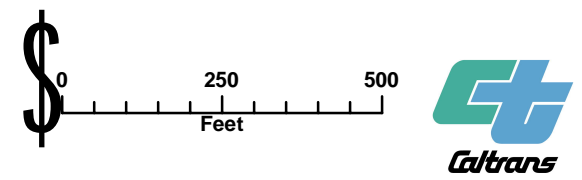
- Revegetation
- Temporary Impacts**
  - Annual Grassland
  - Annual Grassland - Highly Degraded
- Permanent Impacts**
  - Annual Grassland
  - Annual Grassland - Highly Degraded





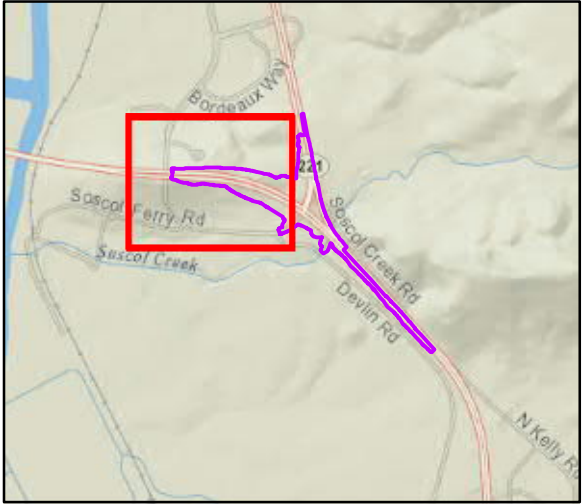
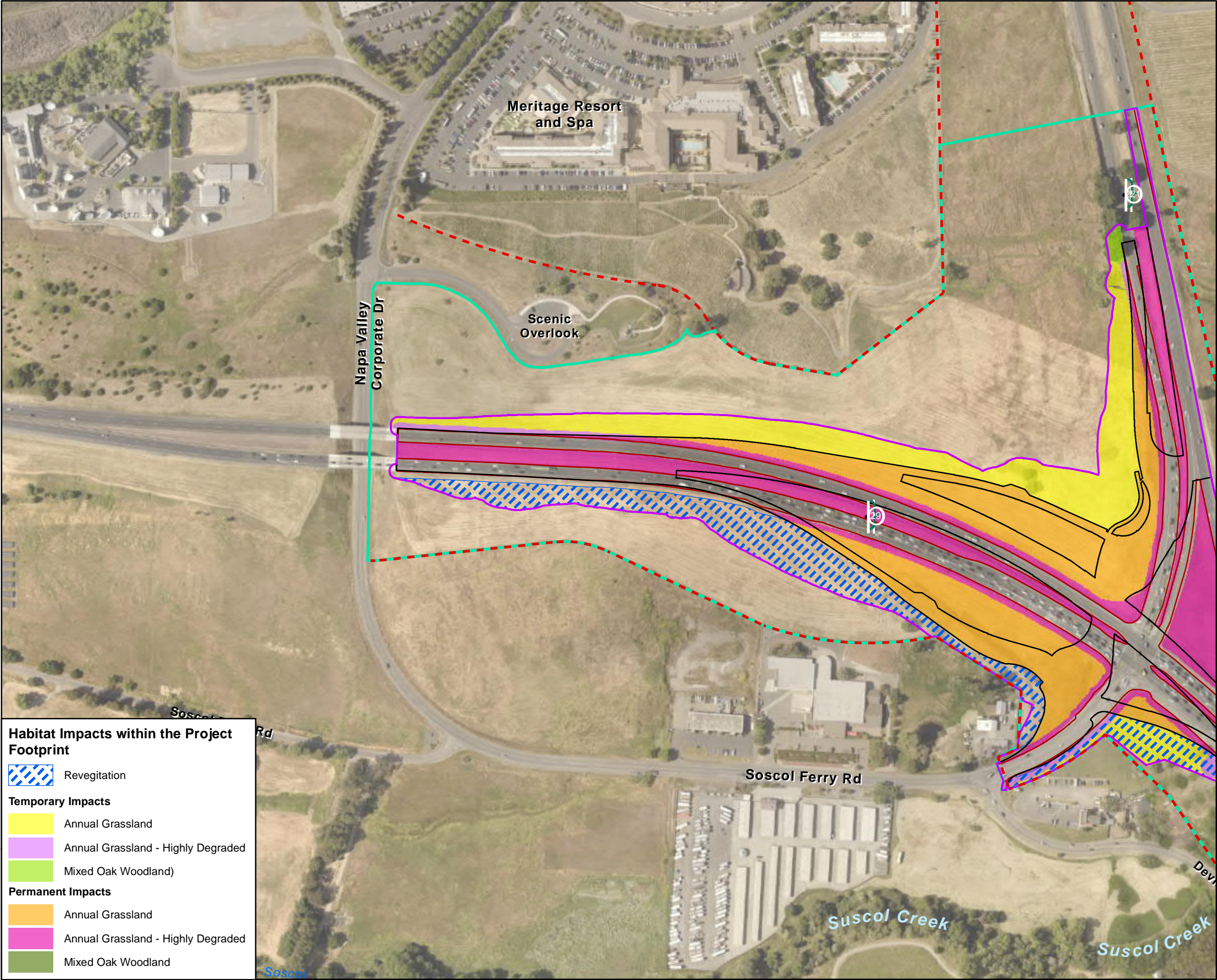
- LEGEND**
- Biological Study Area (87.87)
  - Project Footprint (41.23 acres)
  - Existing Pavement (13.28 acres)
  - Proposed Paved Surfaces (18.35 acres)
  - Caltrans Right of Way

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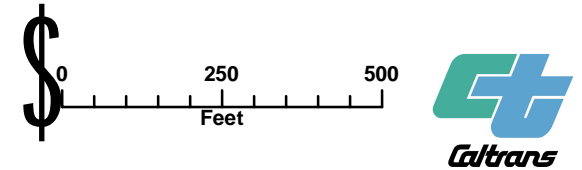
**STAGE 2: MAY, 2022 - APR, 2023**  
**MAP 2 OF 3**  
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State Route 29/221 Soscol Junction  
Improvement Project  
EA 28120, NAP-29 Post Mile 5.12 / 7.05  
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Napa County, California





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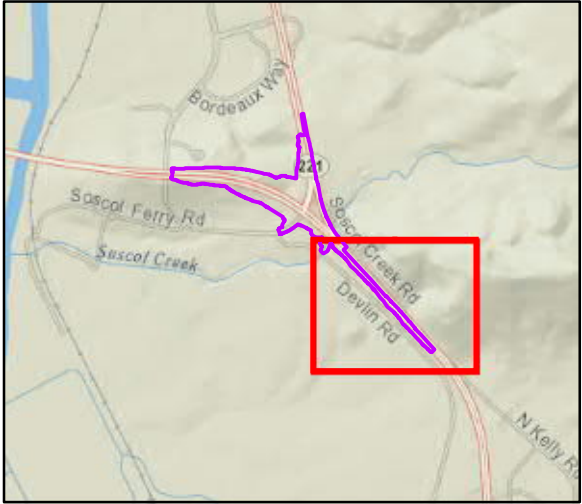
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**STAGE 2: MAY, 2022 - APR, 2023**  
**MAP 3 OF 3**  
**PROJECT IMPACTS TO VEGETATION**  
State Route 29/221 Soscol Junction Improvement Project  
EA 28120, NAP-29 Post Mile 5.12 / 7.05  
NAP-221 Post Mile 0 / 0.55  
Napa County, California

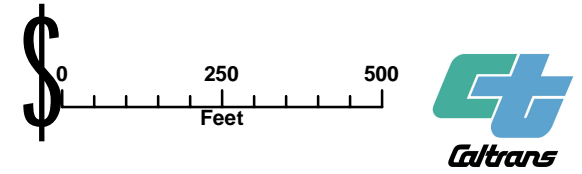
- Habitat Impacts within the Project Footprint**
- Revegetation
  - Temporary Impacts**
    - Annual Grassland
    - Annual Grassland - Highly Degraded
    - Mixed Oak Woodland
  - Permanent Impacts**
    - Annual Grassland
    - Annual Grassland - Highly Degraded
    - Mixed Oak Woodland





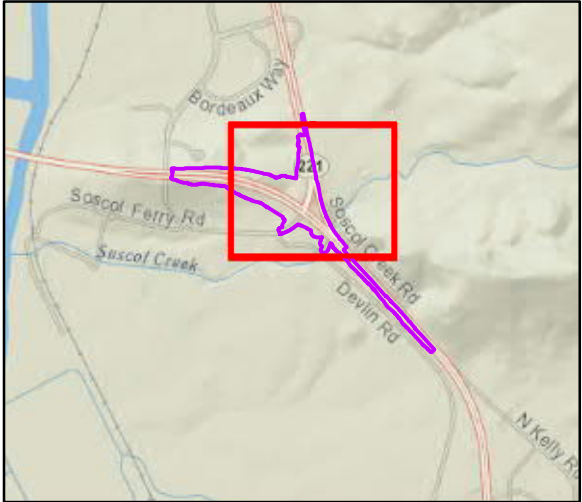
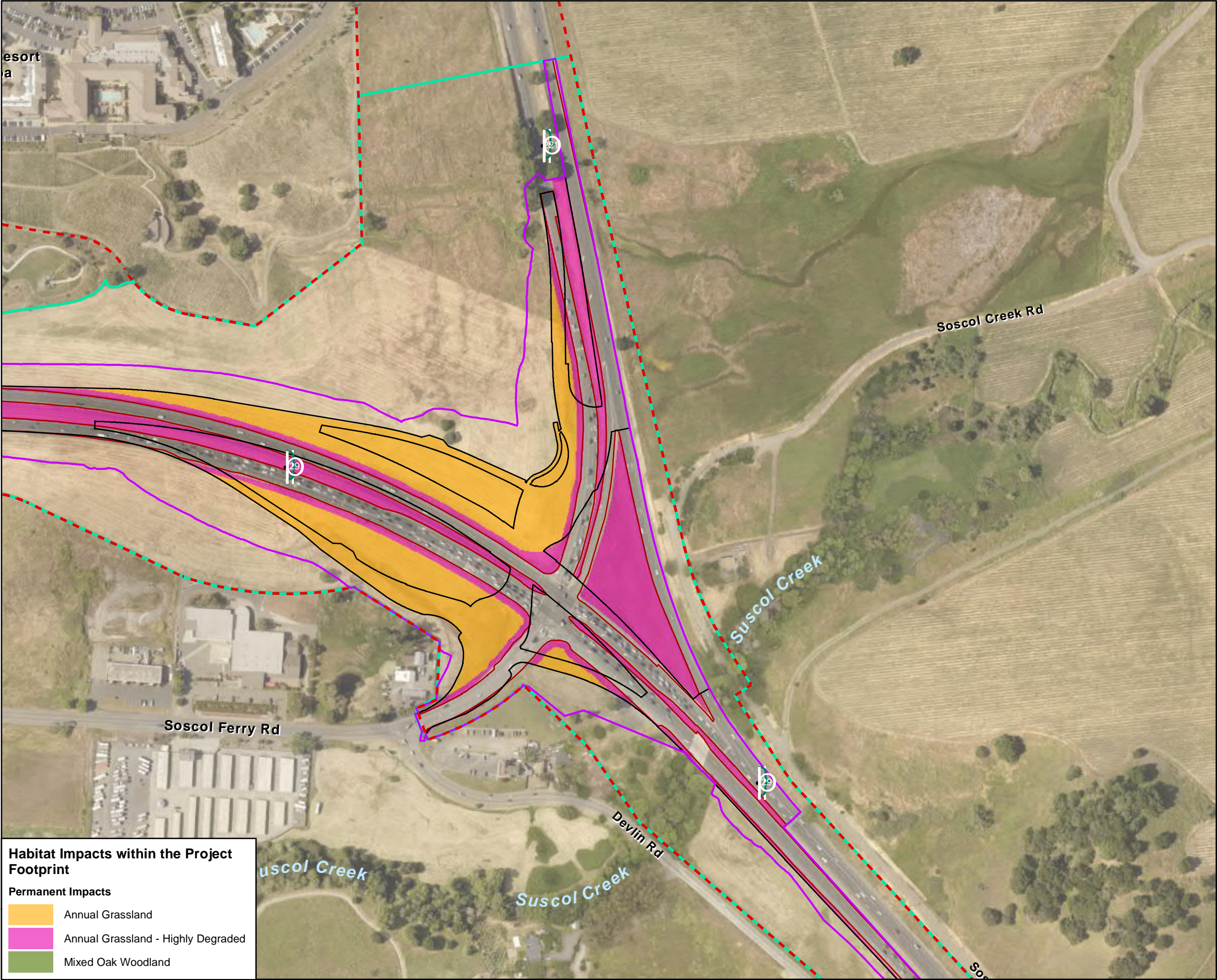
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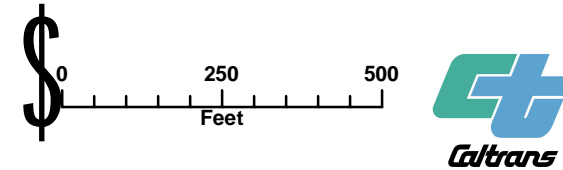
**STAGE 3: APR, 2023 - JUL, 2023**  
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EA 28120, NAP-29 Post Mile 5.12 / 7.05  
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Napa County, California





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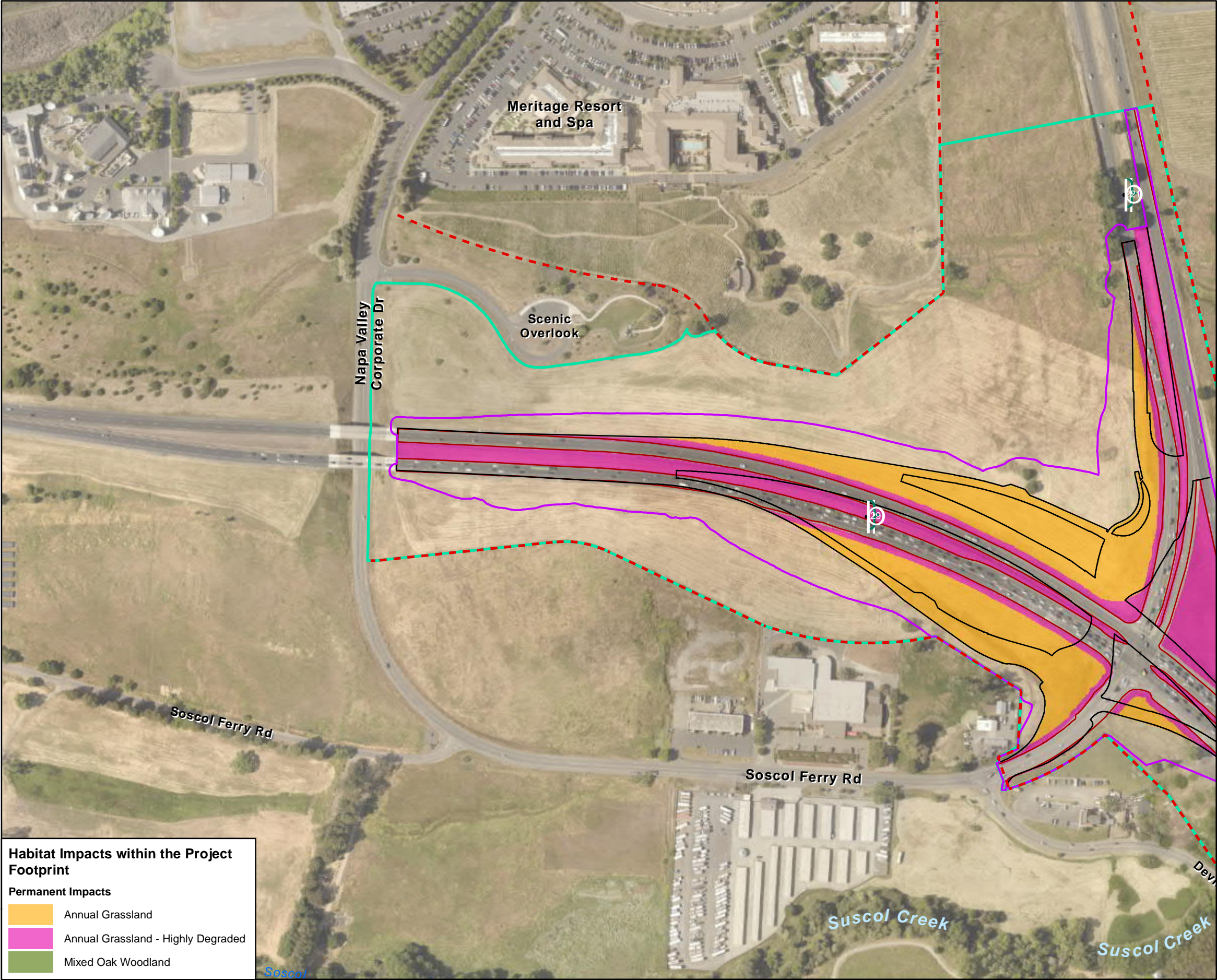
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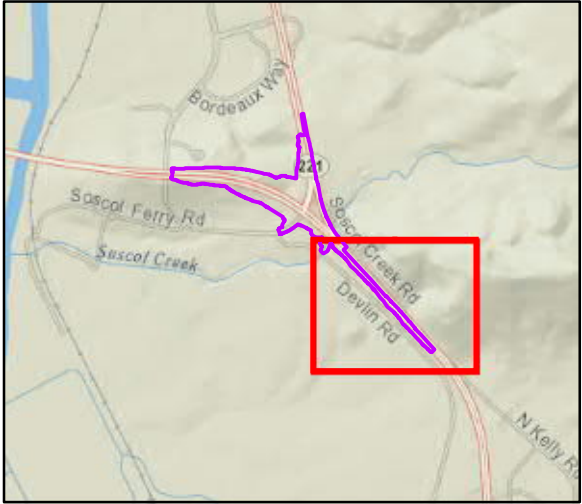
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State Route 29/221 Soscol Junction  
Improvement Project  
EA 28120, NAP-29 Post Mile 5.12 / 7.05  
NAP-221 Post Mile 0 / 0.55  
Napa County, California

- Habitat Impacts within the Project Footprint**
- Permanent Impacts**
- Annual Grassland
  - Annual Grassland - Highly Degraded
  - Mixed Oak Woodland



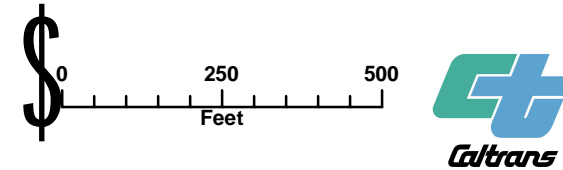






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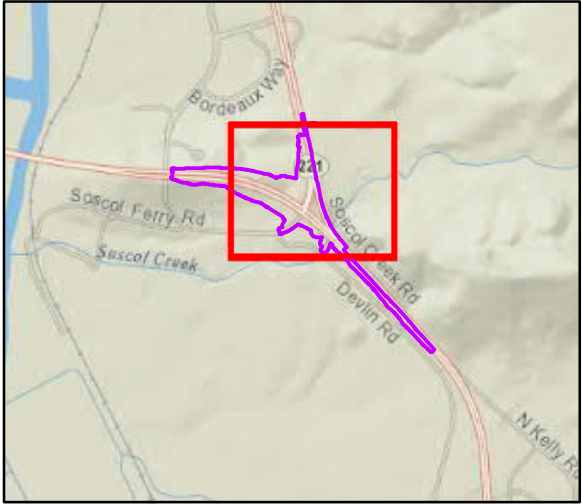
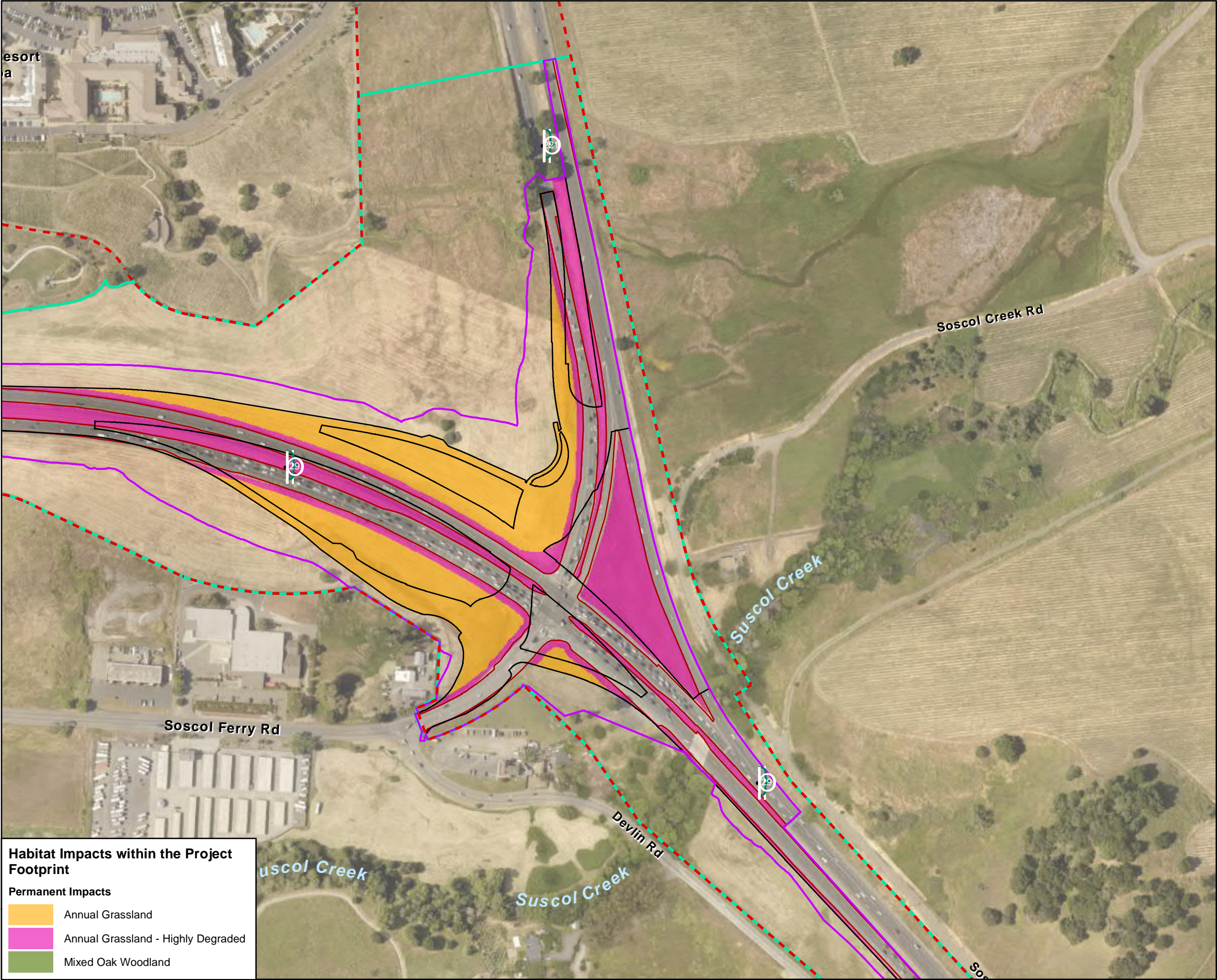
**STAGE 4: JUL, 2023 - AUG, 2023**  
**MAP 1 OF 3**  
**PROJECT IMPACTS TO VEGETATION**  
State Route 29/221 Soscol Junction  
Improvement Project  
EA 28120, NAP-29 Post Mile 5.12 / 7.05  
NAP-221 Post Mile 0 / 0.55  
Napa County, California

**Habitat Impacts within the Project Footprint**

**Permanent Impacts**

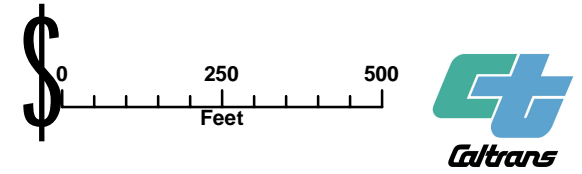
- Annual Grassland
- Annual Grassland - Highly Degraded





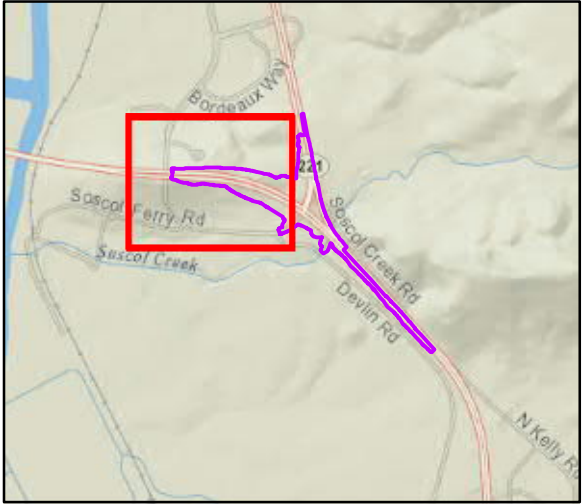
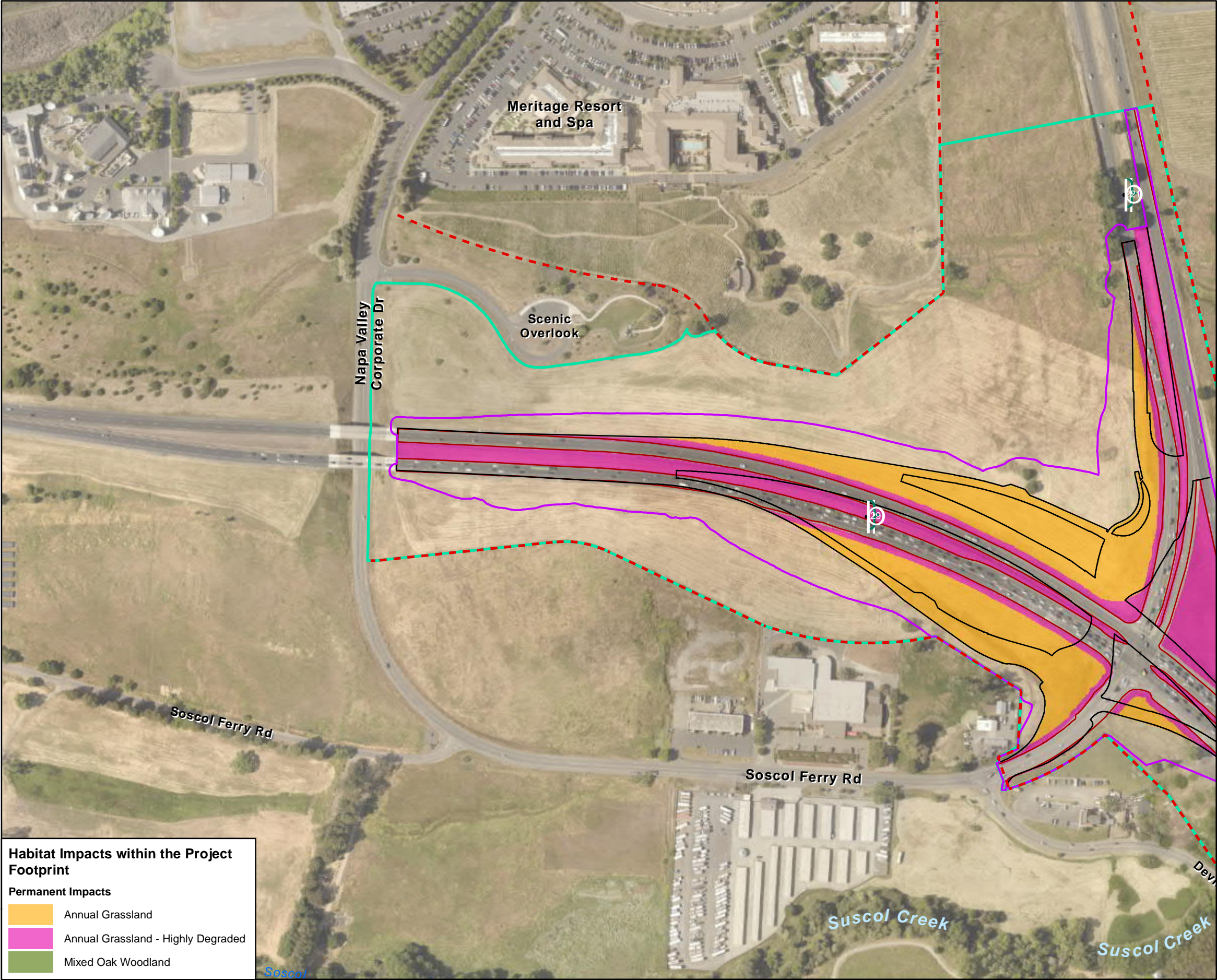
- LEGEND**
- Biological Study Area (87.87)
  - Project Footprint (41.23 acres)
  - Existing Pavement (13.28 acres)
  - Proposed Paved Surfaces (18.35 acres)
  - Caltrans Right of Way

**Service Layer Credits:**  
Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community  
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**STAGE 4: JUL, 2023 - AUG, 2023**  
**MAP 2 OF 3**  
**PROJECT IMPACTS TO VEGETATION**  
State Route 29/221 Soscol Junction  
Improvement Project  
EA 28120, NAP-29 Post Mile 5.12 / 7.05  
NAP-221 Post Mile 0 / 0.55  
Napa County, California

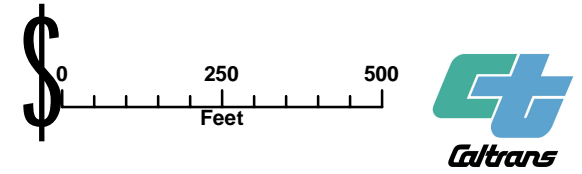




**LEGEND**

- Biological Study Area (87.87)
- Project Footprint (41.23 acres)
- Existing Pavement (13.28 acres)
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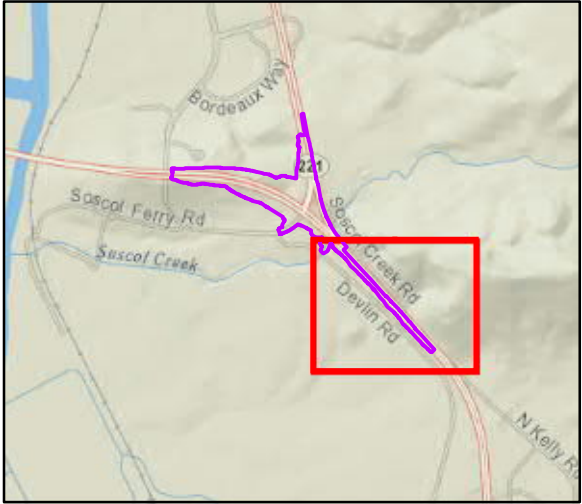
**STAGE 4: JUL, 2023 - AUG, 2023**  
**MAP 3 OF 3**  
**PROJECT IMPACTS TO VEGETATION**  
State Route 29/221 Soscot Junction  
Improvement Project  
EA 28120, NAP-29 Post Mile 5.12 / 7.05  
NAP-221 Post Mile 0 / 0.55  
Napa County, California

**Habitat Impacts within the Project Footprint**

**Permanent Impacts**

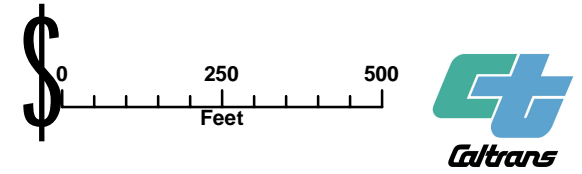
- Annual Grassland
- Annual Grassland - Highly Degraded
- Mixed Oak Woodland





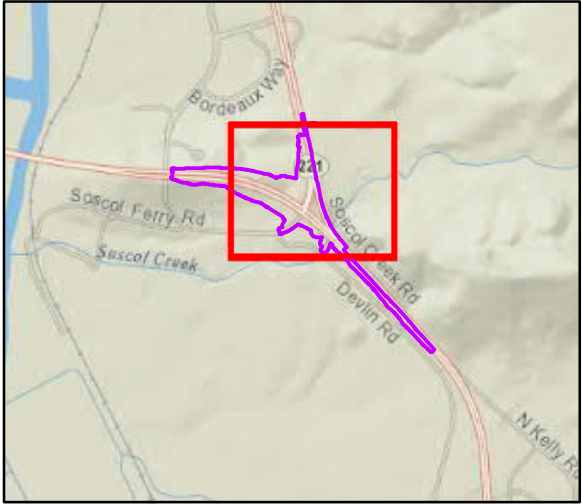
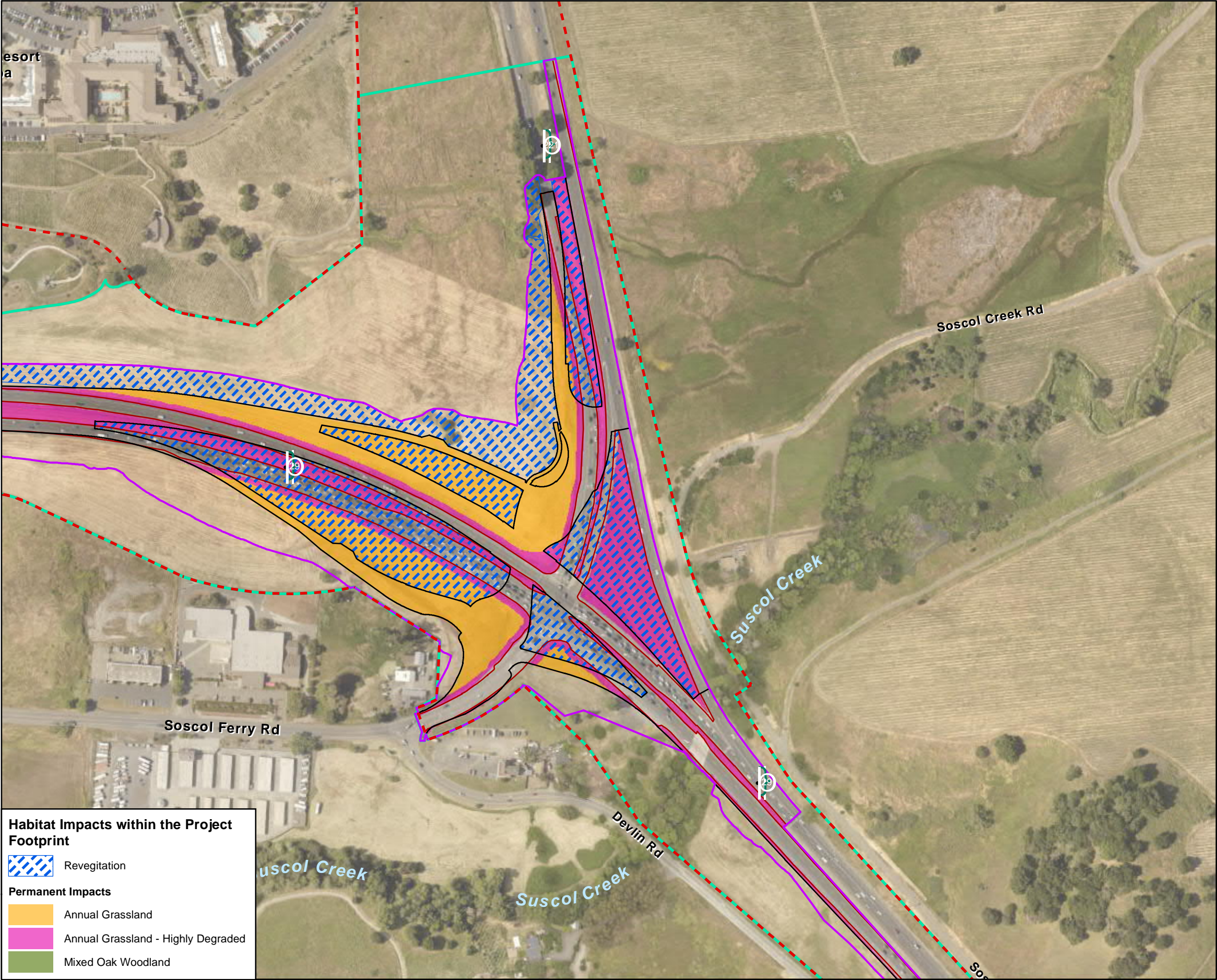
- LEGEND**
- Biological Study Area (87.87)
  - Project Footprint (41.23 acres)
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**Service Layer Credits:**  
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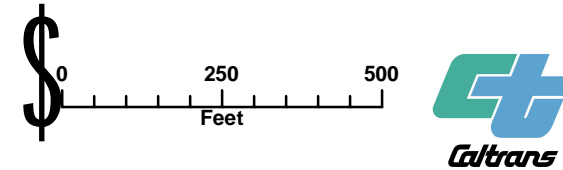
**STAGE 5: AUG, 2023 - JAN, 2024**  
**MAP 1 OF 3**  
**PROJECT IMPACTS TO VEGETATION**  
State Route 29/221 Soscol Junction  
Improvement Project  
EA 28120, NAP-29 Post Mile 5.12 / 7.05  
NAP-221 Post Mile 0 / 0.55  
Napa County, California





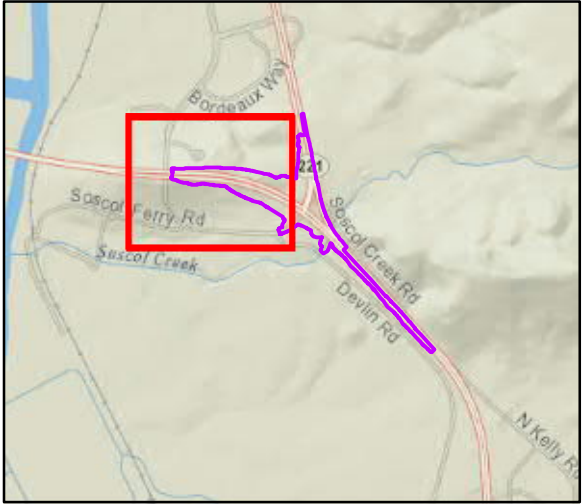
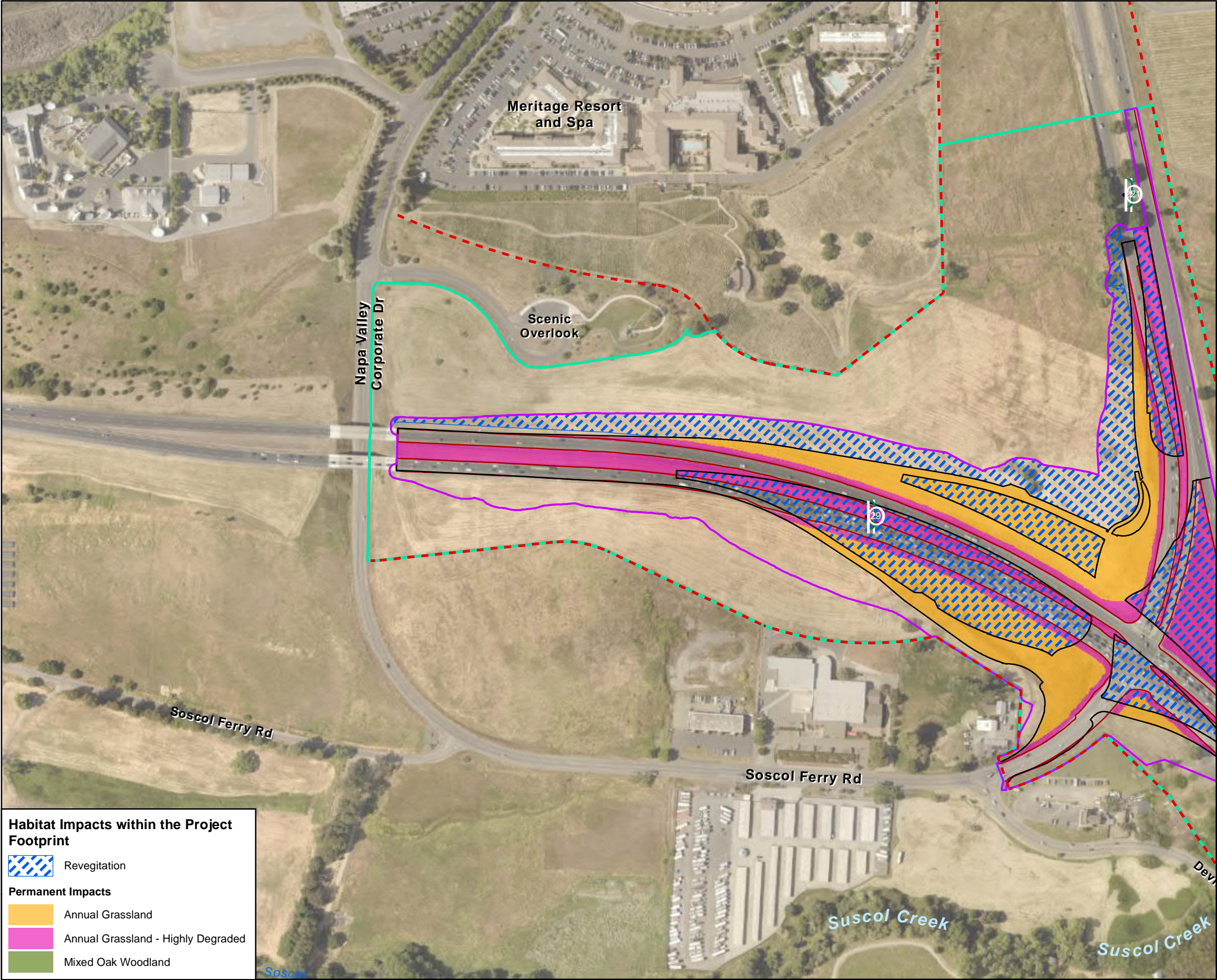
- LEGEND**
- Biological Study Area (87.87)
  - Project Footprint (41.23 acres)
  - Existing Pavement (13.28 acres)
  - Proposed Paved Surfaces (18.35 acres)
  - Caltrans Right of Way

**Service Layer Credits:**  
Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community  
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**STAGE 5: AUG, 2023 - JAN, 2024**  
**MAP 2 OF 3**  
**PROJECT IMPACTS TO VEGETATION**  
State Route 29/221 Soscol Junction  
Improvement Project  
EA 28120, NAP-29 Post Mile 5.12 / 7.05  
NAP-221 Post Mile 0 / 0.55  
Napa County, California

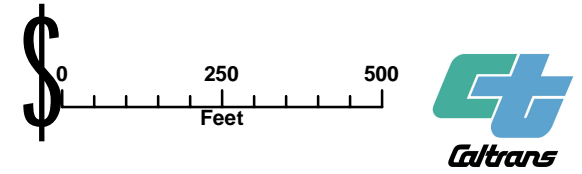




**LEGEND**

- Biological Study Area (87.87)
- Project Footprint (41.23 acres)
- Existing Pavement (13.28 acres)
- Proposed Paved Surfaces (18.35 acres)
- Caltrans Right of Way

**Service Layer Credits:**  
Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community  
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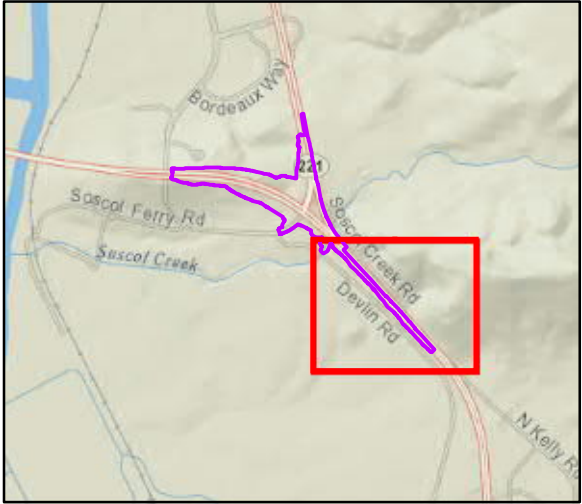


**STAGE 5: AUG, 2023 - JAN, 2024**  
**MAP 3 OF 3**  
**PROJECT IMPACTS TO VEGETATION**  
State Route 29/221 Soscot Junction Improvement Project  
EA 28120, NAP-29 Post Mile 5.12 / 7.05  
NAP-221 Post Mile 0 / 0.55  
Napa County, California

**Habitat Impacts within the Project Footprint**

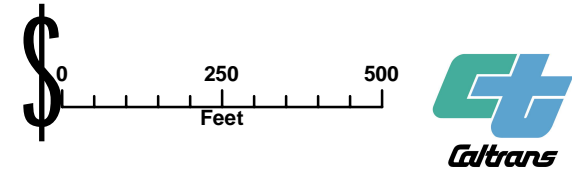
- Revegetation
- Permanent Impacts**
  - Annual Grassland
  - Annual Grassland - Highly Degraded
  - Mixed Oak Woodland





- LEGEND**
- Biological Study Area (87.87)
  - Project Footprint (41.23 acres)
  - Existing Pavement (13.28 acres)
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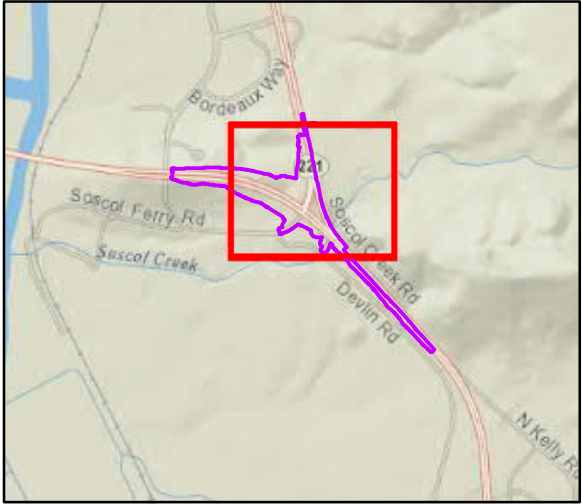
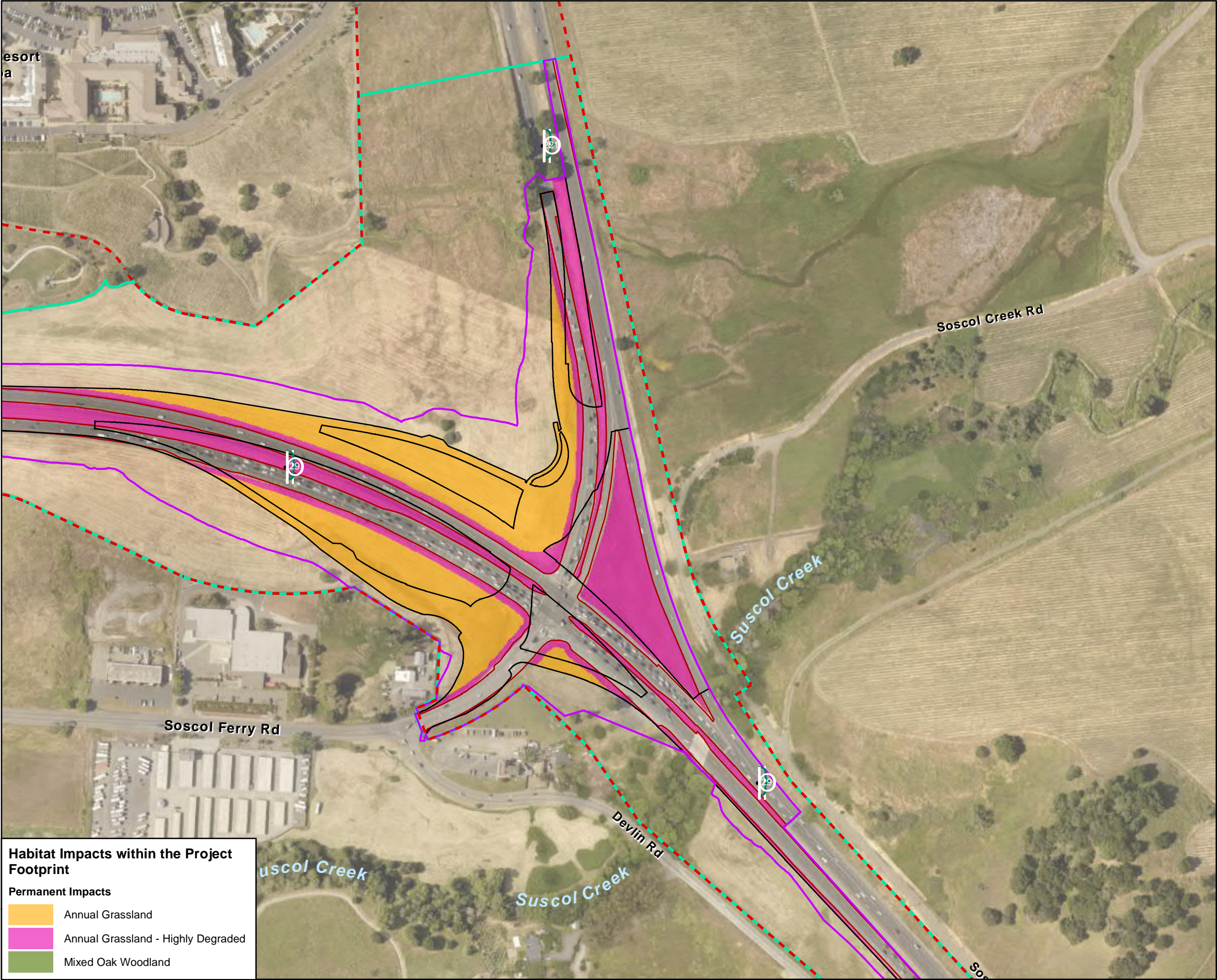
**STAGE 6: JAN, 2024 - FEB, 2024**  
**MAP 1 OF 3**  
**PROJECT IMPACTS TO VEGETATION**  
State Route 29/221 Suscol Junction  
Improvement Project  
EA 28120, NAP-29 Post Mile 5.12 / 7.05  
NAP-221 Post Mile 0 / 0.55  
Napa County, California

**Habitat Impacts within the Project Footprint**

**Permanent Impacts**

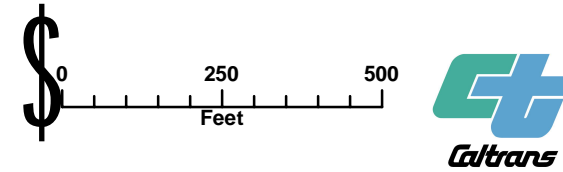
- Annual Grassland
- Annual Grassland - Highly Degraded





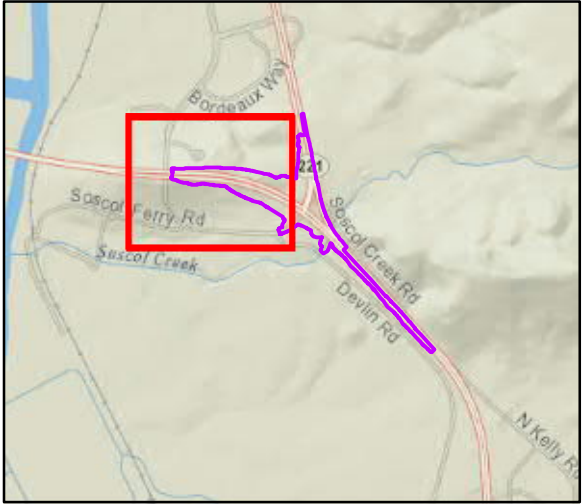
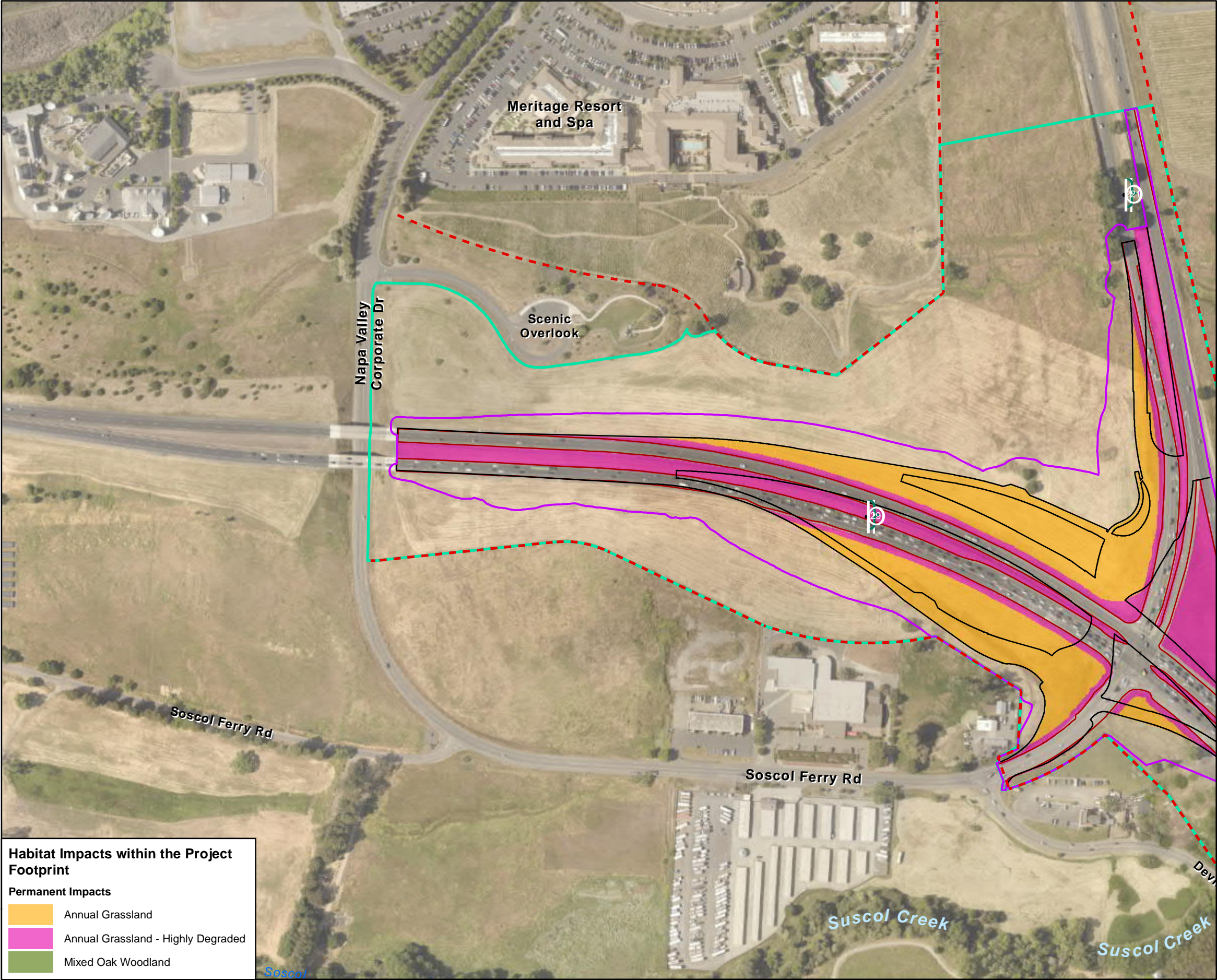
- LEGEND**
- Biological Study Area (87.87)
  - Project Footprint (41.23 acres)
  - Existing Pavement (13.28 acres)
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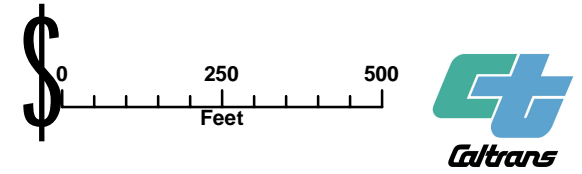
**STAGE 6: JAN, 2024 - FEB, 2024**  
**MAP 2 OF 3**  
**PROJECT IMPACTS TO VEGETATION**  
State Route 29/221 Soscol Junction  
Improvement Project  
EA 28120, NAP-29 Post Mile 5.12 / 7.05  
NAP-221 Post Mile 0 / 0.55  
Napa County, California





- LEGEND**
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  - Project Footprint (41.23 acres)
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**STAGE 6: JAN, 2024 - FEB, 2024**  
**MAP 3 OF 3**  
**PROJECT IMPACTS TO VEGETATION**  
State Route 29/221 Soscot Junction  
Improvement Project  
EA 28120, NAP-29 Post Mile 5.12 / 7.05  
NAP-221 Post Mile 0 / 0.55  
Napa County, California



STATE OF CALIFORNIA

DEPARTMENT OF TRANSPORTATION



CONSULTANT FUNCTIONAL SUPERVISOR

DAN K. YAU

CALCULATED--  
DESIGNED BY

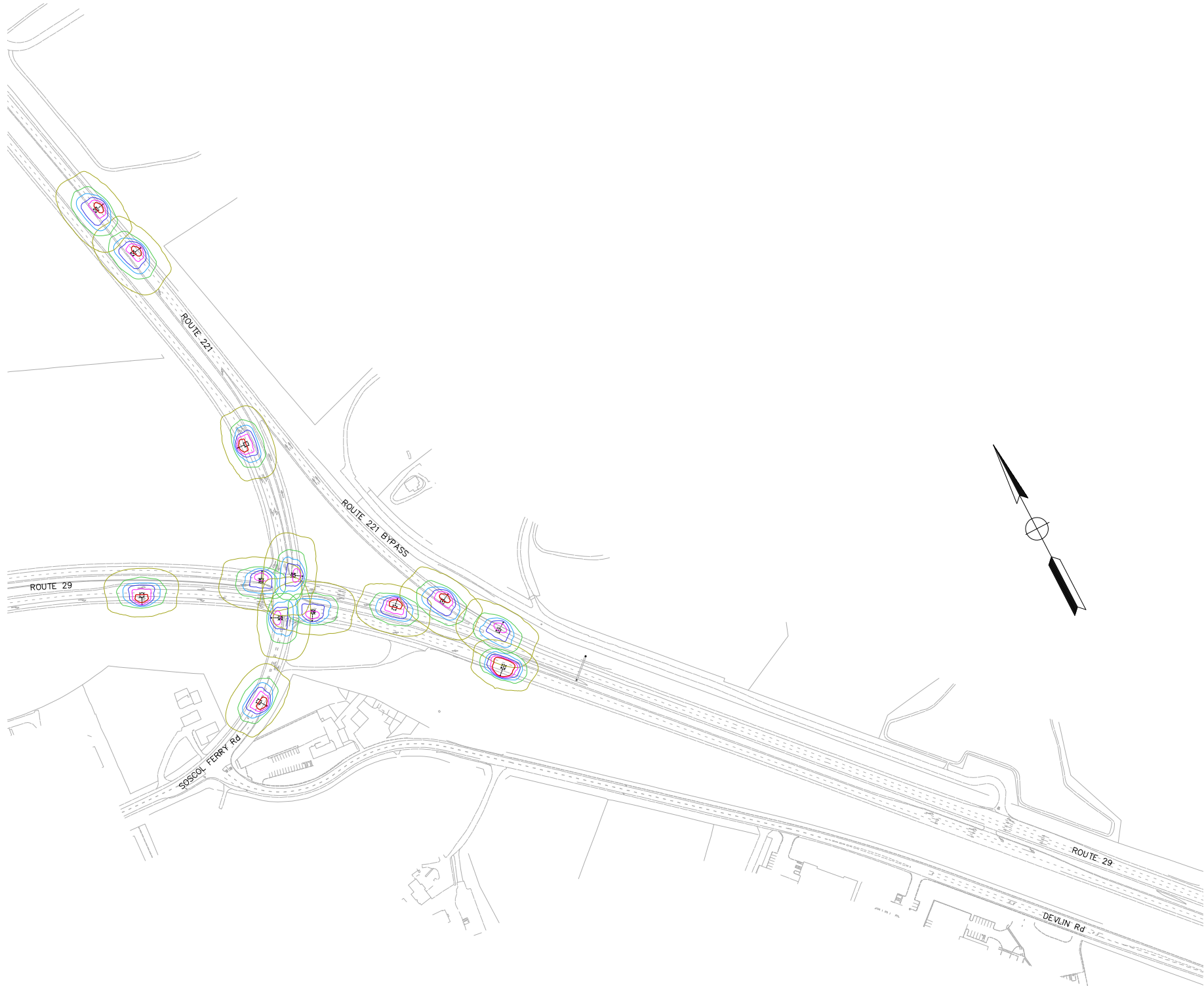
SHANNON LIAO

CHECKED BY

KIN CHAN

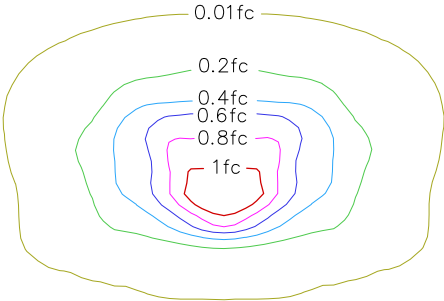
REVISED BY

DATE REVISED



LEGEND

SYMBOL	DESCRIPTION
	Rdwy 1- EXISTING Rdwy 1 LUMINAIRE MOUNTED ON TYPE 15 POLE
	Rdwy 2- EXISTING Rdwy 2 LUMINAIRE MOUNTED ON TRAFFIC SIGNAL POLE
	Rdwy 2- EXISTING Rdwy 2 LUMINAIRE MOUNTED ON TYPE 30 POLE



Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
04	Nap	29,221	5.5/6.7, 0.0/0.2		--
REGISTERED CIVIL ENGINEER      DATE					
PLANS APPROVAL DATE					
THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.					
Y&C TRANSPORTATION CONSULTANTS, INC 3250 RAMOS CIRCLE SACRAMENTO, CA 95827			NAPA VALLEY TRANSPORTATION AUTHORITY 625 BURNELL STREET NAPA, CA 94559		

REGISTERED PROFESSIONAL ENGINEER

KIN Y. CHAN

No. 55391

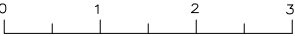
Exp. 12/31/22

CIVIL


STATE OF CALIFORNIA

EXISTING LIGHTING ANALYSIS

SCALE: 1" = 200'



STATE OF CALIFORNIA



DEPARTMENT OF TRANSPORTATION

CONSULTANT FUNCTIONAL SUPERVISOR

DAN K. YAU

CALCULATED-DESIGNED BY

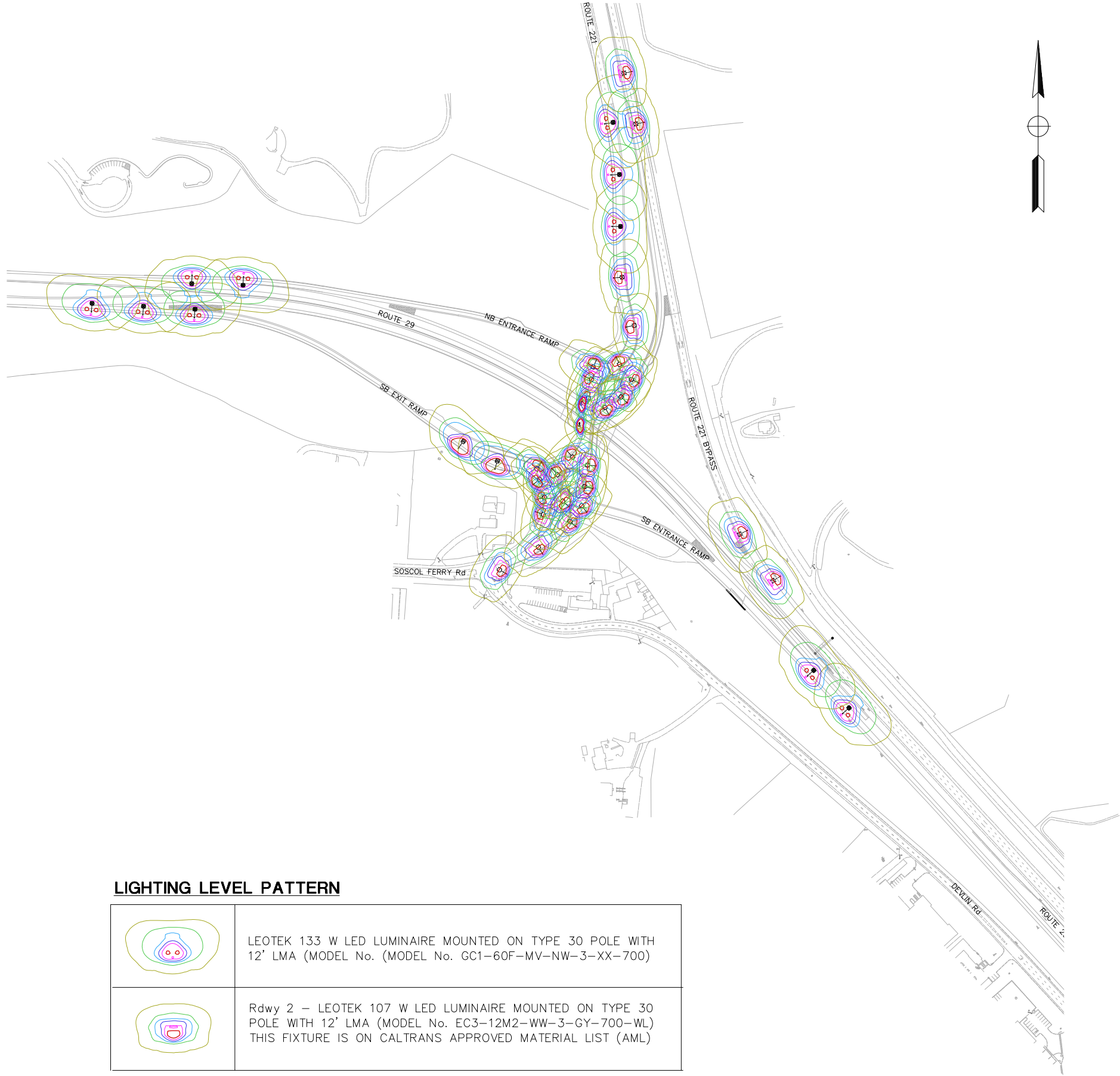
CHECKED BY

SHANNON LIAO

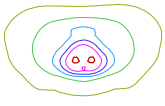

KIN CHAN

REVISED BY







DATE REVISED

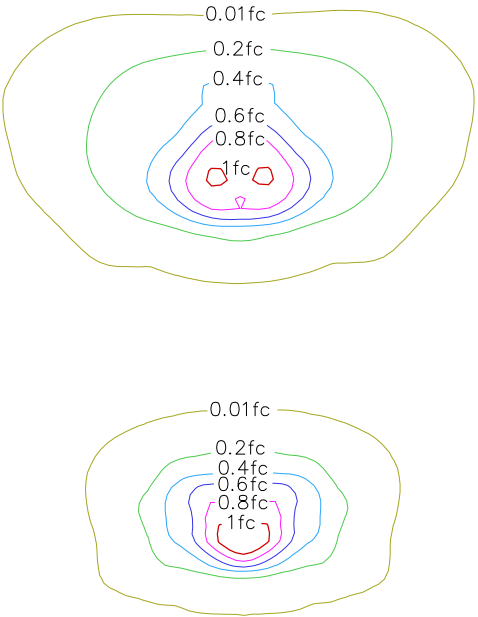


LIGHTING LEVEL PATTERN

	LEOTEK 133 W LED LUMINAIRE MOUNTED ON TYPE 30 POLE WITH 12' LMA (MODEL No. (MODEL No. GC1-60F-MV-NW-3-XX-700)
	Rdwy 2 - LEOTEK 107 W LED LUMINAIRE MOUNTED ON TYPE 30 POLE WITH 12' LMA (MODEL No. EC3-12M2-WW-3-GY-700-WL) THIS FIXTURE IS ON CALTRANS APPROVED MATERIAL LIST (AML)

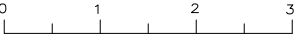
LEGEND

SYMBOL	DESCRIPTION
	Rdwy 1 - LEOTEK 87 W LED LUMINAIRE MOUNTED ON TYPE 15 POLE WITH 12' LMA (MODEL No. EC3-10M2-WW-3-GY-700-WL) THIS FIXTURE IS ON CALTRANS APPROVED MATERIAL LIST (AML)
	Rdwy 2 - LEOTEK 107 W LED LUMINAIRE MOUNTED ON TYPE 30 POLE WITH 12' LMA (MODEL No. EC3-12M2-WW-3-GY-700-WL) THIS FIXTURE IS ON CALTRANS APPROVED MATERIAL LIST (AML)
	LEOTEK 133 W LED LUMINAIRE MOUNTED ON TYPE 15 POLE WITH 12' LMA (MODEL No. GC1-60F-MV-NW-3-XX-700)
	LEOTEK 133 W LED LUMINAIRE MOUNTED ON TYPE 30 POLE WITH 12' LMA (MODEL No. (MODEL No. GC1-60F-MV-NW-3-XX-700)
	Rdwy 2- EXISTING Rdwy 2 LUMINAIRE MOUNTED ON TYPE 30 POLE
	CALTRANS 70 W HPS SOFFIT LIGHT

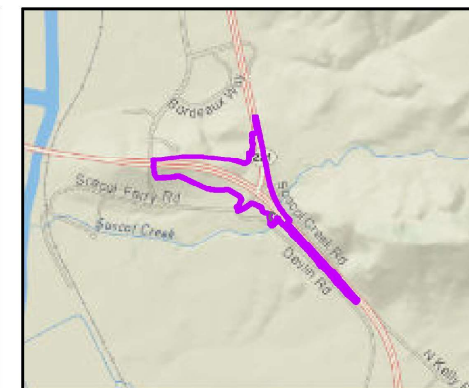
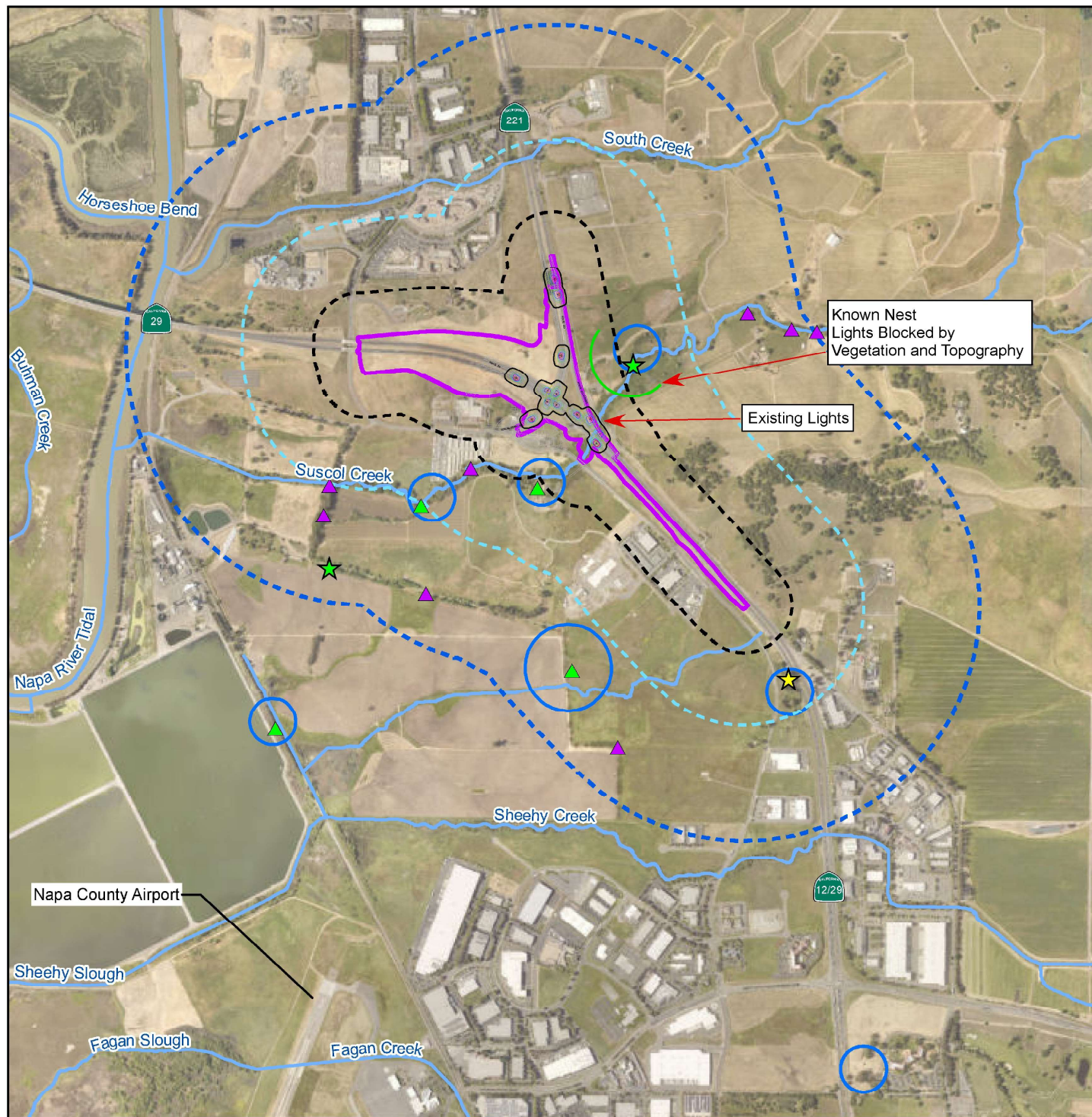


LIGHTING ANALYSIS

SCALE: 1" = 200'

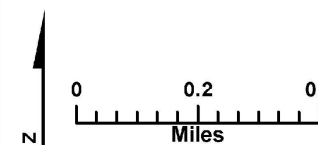






### LEGEND

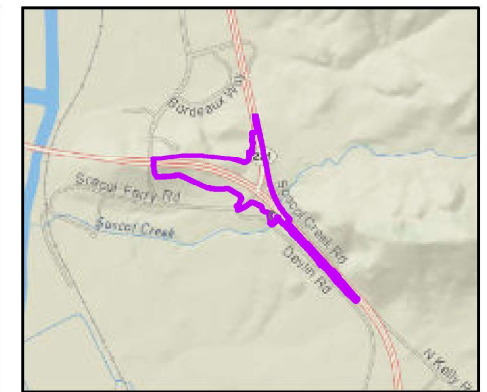
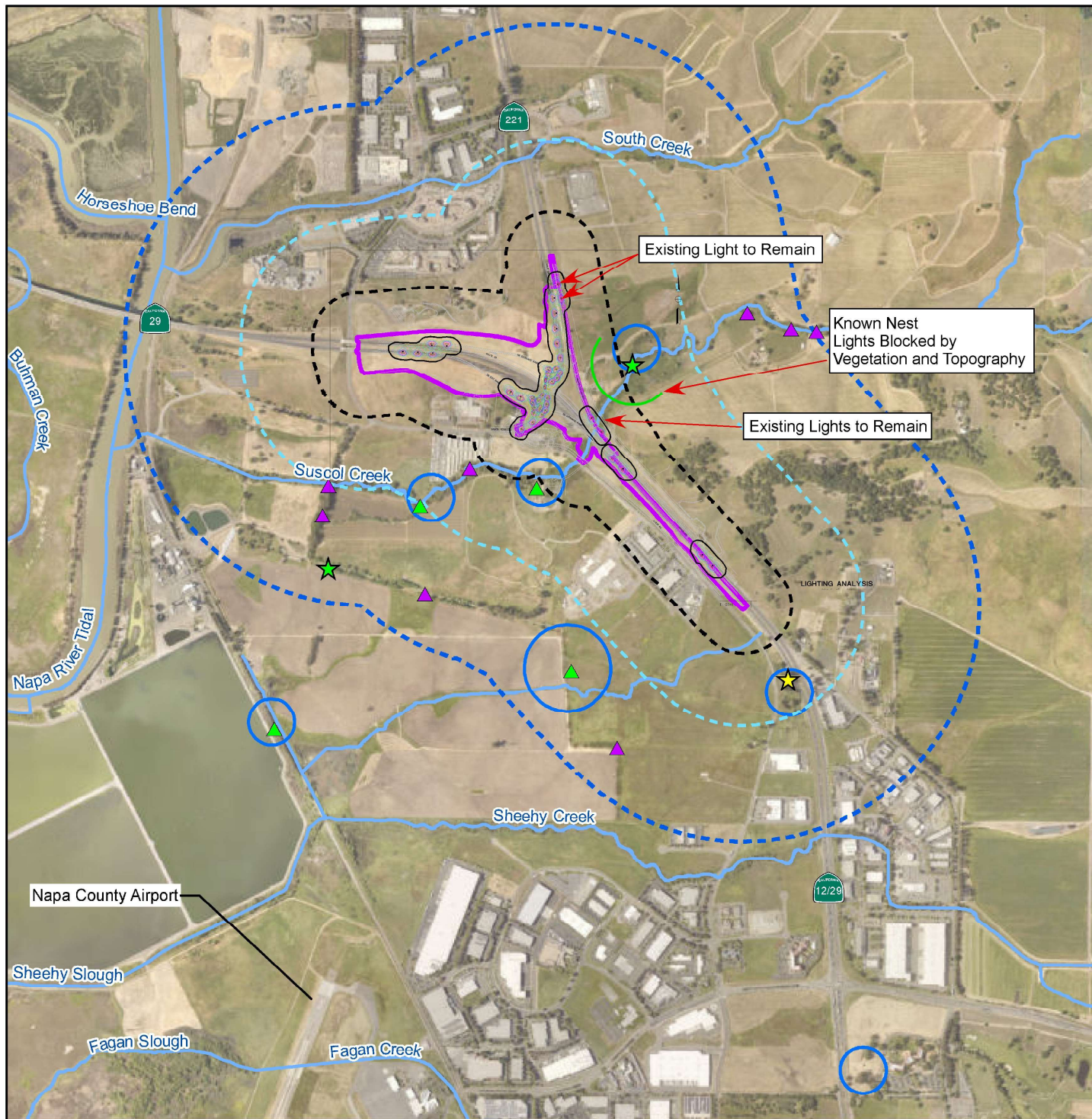
- Project Footprint (50.71 acres)
- 500 Feet from Project Footprint
- 0.25 mile from Project Footprint
- 0.5 mile from Project Footprint
- Swainson's hawk (CNDDDB Oct 2020)
- ★ Active SWHA Nest (SBI 2020)
- ★ Other Active Raptor Nest (SBI 2020)
- ▲ Historical SWHA Nest (CNDDDB 2020)
- ▲ Inactive Raptor Nest (SBI 2020)
- ~ Stream/River
- Light Group w/  
Zero Lux Border



## SWAINSON'S HAWK NEST OCCURRENCES AND EXISTING LIGHTING PLAN

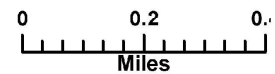
State Route 29/221 Soscot Junction  
Improvement Project  
EA 28120, NAP-29 Post Mile 5.12 / 7.05  
NAP-221 Post Mile 0 / 0.55  
Napa County, California





### LEGEND

- Project Footprint (50.71 acres)
- 500 Feet from Project Footprint
- 0.25 mile from Project Footprint
- 0.5 mile from Project Footprint
- Swainson's hawk (CNDDDB Oct 2020)
- ★ Active SWHA Nest (SBI 2020)
- ★ Other Active Raptor Nest (SBI 2020)
- ▲ Historical SWHA Nest (CNDDDB 2020)
- ▲ Inactive Raptor Nest (SBI 2020)
- ~ Stream/River



## SWAINSON'S HAWK NEST OCCURRENCES AND PROPOSED LIGHTING PLAN

State Route 29/221 Soscot Junction  
Improvement Project  
EA 28120, NAP-29 Post Mile 5.12 / 7.05  
NAP-221 Post Mile 0 / 0.55  
Napa County, California



INDEX OF PLANS

SHEET No. DESCRIPTION

- TITLE SHEET AND LOCATION MAP
- TYPICAL CROSS SECTIONS
- KEY MAP AND LINE INDEX
- PROJECT CONTROL AND MONUMENTATION
- LAYOUTS
- PROFILE AND SUPERELEVATION DIAGRAMS
- CONSTRUCTION DETAILS
- TEMPORARY WATER POLLUTION CONTROL PLANS
- WATER POLLUTION CONTROL PLAN AND DETAILS
- CONTOUR GRADING
- DRAINAGE PLANS, PROFILES, DETAILS, AND QUANTITIES
- UTILITY PLANS, DETAILS AND QUANTITIES
- CONSTRUCTION AREA SIGNS
- MOTORIST INFORMATION PLANS
- STAGE CONSTRUCTION PLANS
- TRAFFIC HANDLING PLANS, DETAILS, AND QUANTITIES
- DETOUR PLANS AND QUANTITIES
- PAVEMENT DELINEATION PLANS, DETAILS, AND QUANTITIES
- SIGN PLANS, DETAILS, AND QUANTITIES
- SUMMARY OF QUANTITIES
- IRRIGATION SCHEDULE, PLANS, DETAILS, AND QUANTITIES
- PLANTING LEGEND, PLANS, DETAILS, AND QUANTITIES
- EROSION CONTROL PLANS AND QUANTITIES
- ELECTRICAL PLANS, DETAILS, AND QUANTITIES

STRUCTURE PLANS

SUSCOL CREEK BRIDGE WIDENING, Br No. 21-0071L  
ROUTE 29/221 SEPARATION STRUCTURE, Br No. 21-0119

THE STANDARD PLANS LIST APPLICABLE TO THIS CONTRACT IS INCLUDED  
IN THE NOTICE TO BIDDERS AND SPECIAL PROVIVIONS BOOK.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
PROJECT PLANS FOR CONSTRUCTION ON  
STATE HIGHWAY

IN NAPA COUNTY NEAR NAPA  
ON ROUTE 29 FROM 0.7 MILE SOUTH  
TO 0.5 MILE NORTH OF ROUTE 221 AND  
ON ROUTE 221 FROM 0.2 MILES NORTH OF  
ROUTE 29 TO ROUTE 29

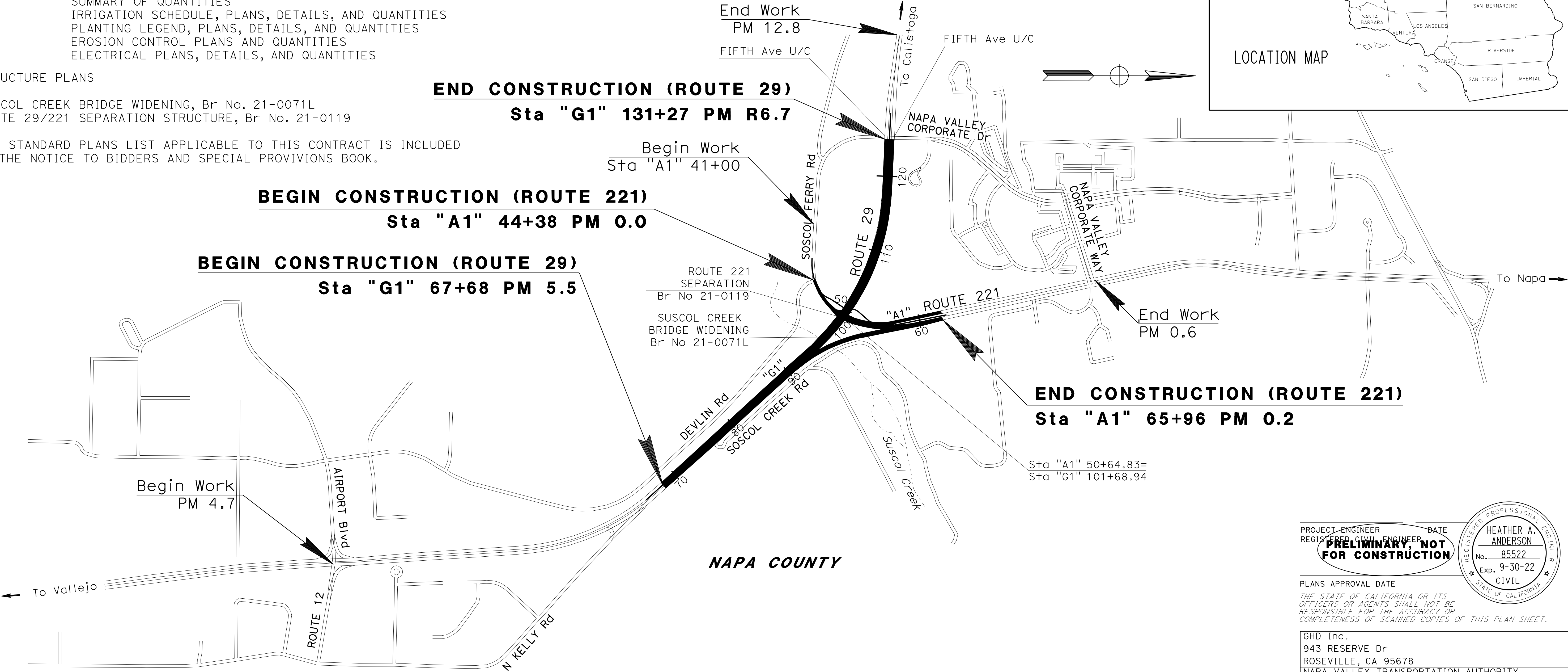
TO BE SUPPLEMENTED BY STANDARD PLANS DATED 2018



END CONSTRUCTION (ROUTE 29)  
Sta "G1" 131+27 PM R6.7

BEGIN CONSTRUCTION (ROUTE 221)  
Sta "A1" 44+38 PM 0.0

BEGIN CONSTRUCTION (ROUTE 29)  
Sta "G1" 67+68 PM 5.5



NAPA COUNTY

PROJECT ENGINEER  
REGISTERED CIVIL ENGINEER

DATE

**PRELIMINARY, NOT  
FOR CONSTRUCTION**

HEATHER A.  
ANDERSON

No. 85522

Exp. 9-30-22

CIVIL

STATE OF CALIFORNIA

PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

GHD Inc.  
943 RESERVE Dr  
ROSEVILLE, CA 95678  
NAPA VALLEY TRANSPORTATION AUTHORITY  
625 BURNELL STREET  
NAPA, CA 94559

CONTRACT No.	04-281204
PROJECT ID	0400000769

THE CONTRACTOR SHALL POSSESS THE CLASS (OR CLASSES)  
OF LICENSE AS SPECIFIED IN THE "NOTICE TO BIDDERS."

NO SCALE

**Attachment 1**

**CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE  
MITIGATION MONITORING AND REPORTING PROGRAM (MMRP)  
CALIFORNIA ENDANGERED SPECIES ACT**

**INCIDENTAL TAKE PERMIT NO. 2081-2021-020-03**

**PERMITTEE:** California Department of Transportation

**PROJECT:** State Route 29/State Route 221 Soscot Junction Improvement Project; EA 04-21120

**PURPOSE OF THE MMRP**

The purpose of the MMRP is to ensure that the impact minimization and mitigation measures required by the California Department of Fish and Wildlife (CDFW) for the above-referenced Project are properly implemented, and thereby to ensure compliance with section 2081(b) of the Fish and Game Code and section 21081.6 of the Public Resources Code. A table summarizing the mitigation measures required by CDFW is attached. This table is a tool for use in monitoring and reporting on implementation of mitigation measures, but the descriptions in the table do not supersede the mitigation measures set forth in the California Incidental Take Permit (ITP) and in attachments to the ITP, and the omission of a permit requirement from the attached table does not relieve the Permittee of the obligation to ensure the requirement is performed.

**OBLIGATIONS OF PERMITTEE**

Mitigation measures must be implemented within the time periods indicated in the table that appears below. Permittee has the primary responsibility for monitoring compliance with all mitigation measures and for reporting to CDFW on the progress in implementing those measures. These monitoring and reporting requirements are set forth in the ITP itself and are summarized at the front of the attached table.

**VERIFICATION OF COMPLIANCE, EFFECTIVENESS**

CDFW may, at its sole discretion, verify compliance with any mitigation measure or independently assess the effectiveness of any mitigation measure.

**TABLE OF MITIGATION MEASURES**

The following items are identified for each mitigation measure: Mitigation Measure, Source, Implementation Schedule, Responsible Party, and Status/Date/Initials. The Mitigation Measure column summarizes the mitigation requirements of the ITP. The Source column identifies the ITP condition that sets forth the mitigation measure. The Implementation Schedule column shows the date or phase when each mitigation measure will be implemented. The Responsible Party column identifies the person or agency that is primarily responsible for implementing the mitigation measure. The Status/Date/Initials column shall be completed by the Permittee during preparation of each Status Report and the Final Mitigation Report, and must identify the implementation status of each mitigation measure, the date that status was determined, and the initials of the person determining the status.

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
<b>BEFORE DISTURBING SOIL OR VEGETATION</b>					
1	Designated Representative. Before starting Covered Activities, Permittee shall designate a representative (Designated Representative) responsible for communications with CDFW and overseeing compliance with this ITP. Permittee shall notify CDFW in writing before starting Covered Activities of the Designated Representative's name, business address, and contact information, and shall notify CDFW in writing if a substitute Designated Representative is selected or identified at any time during the term of this ITP.	ITP Condition # 4.1	Before commencing ground- or vegetation-disturbing activities/ Entire Project	Permittee	
2	Designated Biologist. Permittee shall submit to CDFW in writing the name, qualifications, business address, and contact information of a biological monitor (Designated Biologist) at least 30 days before starting Covered Activities. Permittee shall ensure that the Designated Biologist is knowledgeable and experienced in the biology, natural history and the collecting and handling of the Covered Species. The Designated Biologist shall be responsible for monitoring Covered Activities to help minimize and fully mitigate or avoid the incidental take of individual Covered Species and to minimize disturbance of Covered Species' habitat. Permittee shall obtain CDFW approval of the Designated Biologist in writing before starting Covered Activities, and shall also obtain approval in advance in writing if the Designated Biologist must be changed.	ITP Condition # 4.2	Before commencing ground- or vegetation-disturbing activities	Permittee	
3	Designated Biologist Authority. To ensure compliance with the Conditions of Approval of this ITP, the Designated Biologist shall have authority to immediately stop any activity, in consultation with the Resident Engineer, that does not comply with this ITP, and/or to order any reasonable measure to avoid the unauthorized take of an individual of the Covered Species. Permittee shall accommodate the Designated Biologist in the performance of his/her duties. If the Designated Biologist is unable to comply with the ITP due to a conflict with Project construction, then the Designated Biologist shall notify the CDFW representative immediately.	ITP Condition # 4.3	Before commencing ground- or vegetation-disturbing activities/ Entire Project	Permittee	
4	Education Program. Permittee shall conduct an education program for all persons employed or otherwise working in the Project Area before performing any work. The program shall consist of a presentation from the Designated Biologist that includes a discussion of the biology and general behavior of the Covered Species, information about the distribution and habitat needs of the Covered Species, sensitivity of the Covered Species to human activities, its status pursuant to CESA including legal protection, recovery efforts, penalties for violations and Project-specific protective measures described in this ITP. Permittee shall provide interpretation for non-English speaking workers, and the same instruction shall be provided to any new workers before they are authorized to perform work in the Project Area. Permittee shall prepare and distribute wallet-sized cards or a fact sheet handout containing this information for workers to carry in the Project Area. Upon completion of the program, employees shall sign a form stating they attended the program and understand all protection measures. This training shall be repeated at least once annually for long-term and/or permanent employees that will be conducting work in the Project Area.	ITP Condition # 4.4	Before commencing ground- or vegetation-disturbing activities/ Entire Project	Permittee	
5	Design Plan Review. All final design plan sets shall be submitted to CDFW a minimum of 30 days prior to the initiation of construction for written review and acceptance. Work may not proceed without acceptance in writing on the final design plan set from CDFW. At the discretion of CDFW, any proposed design plan modifications may require an amendment to this Incidental Take Permit. Design plans may be subject to change dependent upon submission and consultation with CDFW.	Condition # 4.5	Before commencing ground- or vegetation-disturbing activities/ Entire Project	Permittee	
6	Delineation of Property Boundaries. Before starting Covered Activities along each part of the route in active construction, Permittee shall clearly delineate the boundaries of the Project Area with fencing, stakes, or flags and discuss the boundaries in the Education Program with all on-	ITP Condition # 4.10	Before Commencing Covered Activities	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
	sit personnel. Permittee shall restrict all Covered Activities to within the fenced, staked, or flagged areas. Permittee shall maintain all fencing, stakes, and flags until the completion of Covered Activities in that area.				
7	Delineation of Habitat. Before the initiation of Covered Activities the Permittee shall clearly delineate habitat of the Covered Species within the Project Area beyond those areas within the immediate project construction footprint with posted signs, posting stakes, flags, and/or rope or cord, and place fencing as necessary to minimize the disturbance of Covered Species' nesting activities.	ITP Condition # 4.11	Before Commencing Covered Activities	Permittee	
8	Notification before Commencement. The Designated Representative shall notify CDFW 5 calendar days before starting Covered Activities and shall document compliance with all pre-Project Conditions of Approval before starting Covered Activities.	ITP Condition # 5.1	Before commencing ground- or vegetation-disturbing activities/ Entire Project	Permittee	
9	Pre-Construction Surveys. Prior to initiating Covered Activities and at the onset of nesting season (beginning in March) during each year the Project is in active construction, the Designated Biologist(s) shall conduct reconnaissance surveys to identify all potential nesting habitat within 0.25 miles of the Project Area and identify any potential Covered Species active nests. Surveys shall follow methods outlined in the Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley ( <a href="https://www.wildlife.ca.gov/Conservation/Survey-Protocols#377281284-birds">https://www.wildlife.ca.gov/Conservation/Survey-Protocols#377281284-birds</a> ). The survey shall include all potential staging areas, storage areas, stockpile areas, and vehicle access routes. All results shall be submitted to CDFW a minimum of 7 days prior to initiating Covered Activities for review.	ITP Condition # 6.1	Before commencing ground- or vegetation-disturbing activities/ Entire Project	Permittee	
10	Habitat Management Land Acquisition and Restoration: CDFW has determined that permanent protection and perpetual management of compensatory habitat is necessary and required pursuant to CESA to fully mitigate Project-related impacts of the taking on the Covered Species that will result with implementation of the Covered Activities. This determination is based on factors including an assessment of the importance of the habitat in the Project Area, the extent to which the Covered Activities will impact the habitat, and CDFW's estimate of the acreage required to provide for adequate compensation.  To meet this requirement, the Permittee shall purchase one (1) Covered Species credit for suitable nesting habitat from a CDFW-approved mitigation or conservation bank (Condition of Approval 7.2) to cover the loss or abandonment of one Covered Species nest. The Permittee shall also purchase 17.34 acres of Covered Species credit for suitable foraging habitat from a CDFW-approved mitigation or conservation bank (Condition of Approval 7.2). OR shall provide for both the permanent protection and management of 17.34 acres of Habitat Management (HM) lands, pursuant to Condition of Approval 7.3 below and the calculation and deposit of the management funds pursuant to Condition of Approval 7.4 below. Compensatory habitat shall include upland foraging and dispersal habitat for Covered Species through preservation, restoration, enhancement, and/or creation of habitat that is the same or better quality as upland habitat that will be impacted. Permanent protection and funding for perpetual management of compensatory habitat must be complete before starting Covered Activities, or within 18 months of the effective date of this ITP if Security is provided pursuant to Condition of Approval 8 below for all uncompleted obligations. The Permittee shall also restore on-site 10.09 acres of temporarily impacted Covered Species habitat pursuant to Condition of Approval 7.5 below.	ITP Condition # 7	Before commencing ground- or vegetation-disturbing activities/ Or within 18 months of effective date of ITP if CDFW-approved security is provided	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
11	<p>Cost Estimates. CDFW has estimated the cost of purchasing credits from a from a CDFW-approved mitigation or conservation bank and restoration of temporarily disturbed habitat as follows:</p> <p>Purchase of one Covered Species nesting habitat credits identified in Condition of Approval 7, estimated at \$160,000.00;</p> <p>Purchase of 17.34 credits of Covered Species foraging habitat credit identified in Condition of Approval 7, estimated at \$150,000.00/acre; \$2,601,000.00;</p> <p>Restoration of on-site temporary effects to Covered Species habitat as described in Condition of Approval 7.5 (Habitat Restoration), calculated at \$3,900.00/acre for 10.09 acres: \$39,351.00.</p>	ITP Condition # 7.1	Before commencing ground- or vegetation-disturbing activities/ Or within 18 months of effective date of ITP if CDFW-approved security is provided	Permittee	
12	<p>Habitat Acquisition and Protection. To provide for the acquisition and perpetual protection and management of the HM lands, the Permittee shall:</p> <p>Fee Title/Conservation Easement. Transfer fee title to the HM lands to CDFW pursuant to terms approved in writing by CDFW. Alternatively, CDFW, in its sole discretion, may authorize a governmental entity, special district, non-profit organization, for-profit entity, person, or another entity to hold title to and manage the property provided that the district, organization, entity, or person meets the requirements of Government Code sections 65965-65968, as amended. If CDFW does not hold fee title to the HM lands, CDFW shall act as grantee for a conservation easement over the HM lands or shall, in its sole discretion, approve a non-profit entity, public agency, or Native American tribe to act as grantee for a conservation easement over the HM lands provided that the entity, agency, or tribe meets the requirements of Civil Code section 815.3. If CDFW does not hold the conservation easement, CDFW shall be expressly named in the conservation easement as a third-party beneficiary. The Permittee shall obtain CDFW written approval of any conservation easement before its execution or recordation. No conservation easement shall be approved by CDFW unless it complies with Government Code sections 65965-65968, as amended and includes provisions expressly addressing Government Code sections 65966(j) and 65967(e);</p> <p>HM Lands Approval. Obtain CDFW written approval of the HM lands before acquisition and/or transfer of the land by submitting, at least three months before acquisition and/or transfer of the HM lands, a formal Proposed Lands for Acquisition Form (see Attachment 2B) identifying the land to be purchased or property interest conveyed to an approved entity as mitigation for the Project's impacts on Covered Species;</p> <p>HM Lands Documentation. Provide a recent preliminary title report, initial hazardous materials survey report, and other necessary documents (see Attachment 2A). All documents conveying the HM lands and all conditions of title are subject to the approval of CDFW, and if applicable, the Wildlife Conservation Board and the Department of General Services;</p> <p>Land Manager. Designate both an interim and long-term land manager approved by CDFW. The interim and long-term land managers may, but need not, be the same. The interim and/or long-term land managers may be the landowner or another party. Documents related to land management shall identify both the interim and long-term land managers. Permittee shall notify CDFW of any subsequent changes in the land manager within 30 days of the change. If CDFW will hold fee title to the mitigation land, CDFW will also act as both the interim and long-term land manager unless otherwise specified.</p> <p>Start-up Activities. Provide for the implementation of start-up activities, including the initial site protection and enhancement of HM lands, once the HM lands have been approved by CDFW. Start-up activities include, at a minimum: (1) preparing a final management plan for CDFW approval (see <a href="https://wildlife.ca.gov/Conservation/Planning/Banking">https://wildlife.ca.gov/Conservation/Planning/Banking</a>); (2) conducting a baseline biological assessment and land survey report within four months of recording or transfer; (3)</p>	ITP Condition # 7.2	Before commencing ground- or vegetation-disturbing activities/ Or within 18 months of effective date of ITP if CDFW-approved security is provided	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
	<p>developing and transferring Geographic Information Systems (GIS) data if applicable; (4) establishing initial fencing; (5) conducting litter removal; (6) conducting initial habitat restoration or enhancement, if applicable; and (7) installing signage;</p> <p>Interim Management (Initial and Capital). Provide for the interim management of the HM lands. The Permittee shall ensure that the interim land manager implements the interim management of the HM lands as described in the final management plan and conservation easement approved by CDFW. The interim management period shall be a minimum of three years from the date of HM land acquisition and protection and full funding of the Endowment and includes expected management following start-up activities. Interim management period activities described in the final management plan shall include fence repair, continuing trash removal, site monitoring, and vegetation and invasive species management, and restoration of disturbed habitat. Permittee shall either (1) provide a security to CDFW for the minimum of three years of interim management that the land owner, Permittee, or land manager agrees to manage and pay for at their own expense, (2) establish an escrow account with written instructions approved in advance in writing by CDFW to pay the land manager annually in advance, or (3) establish a short-term enhancement account with CDFW or a CDFW-approved entity for payment to the land manager.</p>				
13	<p>Endowment Fund. The Permittee shall ensure that the HM lands are perpetually managed, maintained, and monitored by the long-term land manager as described in this ITP, the conservation easement, and the final management plan approved by CDFW. After obtaining CDFW approval of the HM lands, Permittee shall provide long-term management funding for the perpetual management of the HM lands by establishing a long-term management fund (Endowment). The Endowment is a sum of money, held in a CDFW-approved fund that provides funds for the perpetual management, maintenance, monitoring, and other activities on the HM lands consistent with the management plan(s) required by Condition of Approval 7.2.5 (Start Up Activities). Endowment as used in this ITP shall refer to the endowment deposit and all interest, dividends, other earnings, additions and appreciation thereon. The Endowment shall be governed by this ITP, Government Code sections 65965-65968, as amended, and Probate Code sections 18501-18510, as amended.</p> <p>After the interim management period, Permittee shall ensure that the designated long-term land manager implements the management and monitoring of the HM lands according to the final management plan. The long-term land manager shall be obligated to manage and monitor the HM lands in perpetuity to preserve their conservation values in accordance with this ITP, the conservation easement, and the final management plan. Such activities shall be funded through the Endowment.</p> <p>Identify an Endowment Manager. The Endowment shall be held by the Endowment Manager, which shall be either CDFW or another entity qualified pursuant to Government Code sections 65965-65968, as amended. Permittee shall submit to CDFW a written proposal that includes: (i) the name of the proposed Endowment Manager; (ii) whether the proposed Endowment Manager is a governmental entity, special district, nonprofit organization, community foundation, or congressionally chartered foundation; (iii) whether the proposed Endowment Manager holds the property or an interest in the property for conservation purposes as required by Government Code section 65968(b)(1) or, in the alternative, the basis for finding that the Project qualifies for an exception pursuant to Government Code section 65968(b)(2); and (iv) a copy of the proposed Endowment Manager's certification pursuant to Government Code section 65968(e). Within thirty days of CDFW's receipt of Permittee's written proposal, CDFW shall inform Permittee in writing if it determines the proposal does not satisfy the requirements of Fish and Game Code section 2081(b)(4) and, if so, shall provide Permittee with a written explanation of the reasons for its determination. If CDFW does not provide Permittee with a written</p>	ITP Condition # 7.3	Before commencing ground- or vegetation-disturbing activities/ Or within 18 months of effective date of ITP if CDFW-approved security is provided	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
	<p>determination within the thirty-day period, the proposal shall be deemed consistent with Section 2081(b)(4).;</p> <p>Calculate the Endowment Funds Deposit. After obtaining CDFW written approval of the HM lands, long-term management plan, and Endowment Manager, Permittee shall prepare a Property Analysis Record (PAR) or PAR-equivalent analysis (hereinafter "PAR") to calculate the amount of funding necessary to ensure the long-term management of the HM lands (Endowment Deposit Amount). The Permittee shall submit to CDFW for review and approval the results of the PAR before transferring funds to the Endowment Manager.</p> <p>Capitalization Rate and Fees. Permittee shall obtain the capitalization rate from the selected Endowment Manager for use in calculating the PAR and adjust for any additional administrative, periodic, or annual fees.</p> <p>Endowment Buffers/Assumptions. Permittee shall include in PAR assumptions the following buffers for endowment establishment and use that will substantially ensure long-term viability and security of the Endowment:</p> <p>10 Percent Contingency. A 10 percent contingency shall be added to each endowment calculation to hedge against underestimation of the fund, unanticipated expenditures, inflation, or catastrophic events.</p> <p>Three Years Delayed Spending. The endowment shall be established assuming spending will not occur for the first three years after full funding.</p> <p>Non-annualized Expenses. For all large capital expenses to occur periodically but not annually such as fence replacement or well replacement, payments shall be withheld from the annual disbursement until the year of anticipated need or upon request to Endowment Manager and CDFW.</p> <p>Transfer Long-term Endowment Funds. Permittee shall transfer the long-term endowment funds to the Endowment Manager upon CDFW approval of the Endowment Deposit Amount identified above. The approved Endowment Manager may pool the Endowment with other endowments for the operation, management, and protection of HM lands for local populations of the Covered Species but shall maintain separate accounting for each Endowment. The Endowment Manager shall, at all times, hold and manage the Endowment in compliance with this ITP, Government Code sections 65965-65968, as amended, and Probate Code sections 18501-18510, as amended.</p>				
14	Reimburse CDFW. Permittee shall reimburse CDFW for all reasonable expenses incurred by CDFW such as transaction fees, account set-up fees, administrative fees, title and documentation review and related title transactions, expenses incurred from other state agency reviews, and overhead related to transfer of HM lands to CDFW.	ITP Condition # 7.4	Before commencing ground- or vegetation-disturbing activities/ Or within 18 months of effective date of ITP if CDFW-approved security is provided	Permittee	
15	On-Site Habitat Restoration. Permittee shall submit an On-Site Restoration Plan a minimum of 60 days prior to the initiation of construction for CDFW approval. All plantings within the entire Project Area shall consist of regionally native species. The On-Site Restoration Plan success criteria shall be applicable to an area of at least 10.09 acres of Covered Species habitat within the Project Area. All plantings will be subject to a survivorship criteria developed in consultation with CDFW and identified in the Habitat Restoration Plan. All Impacted areas shall be seeded with an erosion control seed mix consisting of regionally native species to the area approved in advance by CDFW. The seed mix shall also include native milkweed ( <i>Asclepias fascicularis</i> ) or other regionally native milkweed species approved in advance by CDFW. If seed mix fails,	ITP Condition # 7.5	Before commencing ground- or vegetation-disturbing activities/ Or within 18 months of effective date of ITP if CDFW-approved security is provided	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
	<p>additional efforts shall be required-. All irrigation systems shall be removed prior to CDFW final approval for on-site restoration. Failure to meet any of the success criteria noted in this condition shall result in additional seeding, plantings and years of additional monitoring until the success criteria are achieved as specified in this condition. All monitoring reports shall be submitted by December 31 to CDFW for review and acceptance, until milestones are achieved. The monitoring reports shall include photographs from five pre-determined stations that illustrate before, during and after construction activity as well as the restoration efforts over the course of the agreed upon monitoring timeframe and any additional years of monitoring, as applicable.</p> <p>Invasive Species Removal. Invasive species removal and control specification shall be included in the Habitat Restoration Plan and shall focus on those invasive species rated as "High" by the California Invasive Plant Council (<a href="https://www.cal-ipc.org/plants/inventory/">https://www.cal-ipc.org/plants/inventory/</a>). Species removal shall occur over the course of Covered Activities and throughout the 10.09-acre restoration area. At the end of the monitoring period noted in the Habitat Restoration Plan, the Permittee shall ensure that invasive species rated as "High" by the California Invasive Plant Council are maintained at 10% or less ground cover.</p> <p>Covered Species Prey Monitoring. Over the course of Covered Activities, the Permittee shall develop and implement a Covered Species prey monitoring plan to monitor prey items selected by the Covered Species and to determine the activity levels of those prey items in the temporarily impacted areas noted in the Project Impacts section of this ITP.</p>				
16	<p>The Permittee may proceed with Covered Activities only after the Permittee has ensured funding (Security) to complete any activity required by Condition of Approval 7 (Habitat Management Land Acquisition and Restoration) that has not been completed before Covered Activities begin. Permittee shall provide Security as follows:</p> <p>Security Amount. The Security shall be in the amount of \$2,800,351.00. This amount is based on the cost estimates identified in Condition of Approval 7.1 (Cost Estimates) above.</p> <p>Security Form. The Security shall be in the form of an irrevocable letter of credit (see Attachment 3) or another form of Security approved in advance in writing by CDFW's Office of the General Counsel.</p> <p>Security Timeline. The Security shall be provided to CDFW before Covered Activities begin or within 6 months after the effective date of this ITP, whichever occurs first.</p> <p>Security Holder. The Security shall be held by CDFW or in a manner approved in advance in writing by CDFW.</p> <p>Security Transmittal. If CDFW holds the Security, Permittee shall transmit it to CDFW with a completed Mitigation Payment Transmittal Form (see Attachment 4) or by way of an approved instrument such as escrow, irrevocable letter of credit, or other.</p> <p>Security Drawing. The Security shall allow CDFW to draw on the principal sum if CDFW, in its sole discretion, determines that the Permittee has failed to comply with the Conditions of Approval of this ITP.</p> <p>Security Release. The Security (or any portion of the Security then remaining) shall be released to the Permittee after CDFW has conducted an on-site inspection and received confirmation that all secured requirements have been satisfied, as evidenced by:</p> <p>Submission of Bill of Sale from a CDFW approved Bank;</p> <p>Written documentation of the acquisition of the HM lands;</p> <p>Copies of all executed and recorded conservation easements;</p> <p>Written confirmation from the approved Endowment Manager of its receipt of the full</p>	ITP Condition # 8 to 8.7	Before commencing ground- or vegetation-disturbing activities/ Or within 18 months of effective date of ITP if CDFW-approved security is provided	Permittee	



	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
	<p>Endowment; and</p> <p>Timely submission of all required reports</p> <p>All milestones are achieved as specified in Condition of Approval 7.5</p> <p>Even if Security is provided, the Permittee must complete the required acquisition, protection and transfer of all HM lands and record any required conservation easements no later than 18 months from the effective date of this ITP. CDFW may require the Permittee to provide additional HM lands and/or additional funding to ensure the impacts of the taking are minimized and fully mitigated, as required by law, if the Permittee does not complete these requirements within the specified timeframe.</p>				
<b>DURING CONSTRUCTION</b>					
17	Construction Monitoring Notebook. The Designated Biologist shall maintain a construction-monitoring notebook on-site throughout the construction period, which shall include a copy of this ITP with attachments and a list of signatures of all personnel who have successfully completed the education program. Permittee shall ensure a copy of the construction-monitoring notebook is available for review at the Project site upon request by CDFW.	ITP Condition # 4.6	Entire Project	Permittee	
18	Trash Abatement. Permittee shall initiate a trash abatement program before starting Covered Activities and shall continue the program for the duration of the Project. Permittee shall ensure that trash and food items are contained in animal-proof containers and removed at least once a week to avoid attracting opportunistic predators such as ravens, coyotes, and feral dogs.	ITP Condition # 4.7	Entire Project	Permittee	
19	Dust Control. Permittee shall implement dust control measures during Covered Activities to facilitate visibility for monitoring of the Covered Species by the Designated Biologist. Permittee shall adhere to Caltrans Standard Specification 10-5 for dust control strategies.	ITP Condition # 4.8	Entire Project	Permittee	
20	Erosion Control Materials. Permittee shall prohibit use of erosion control materials potentially harmful to Covered Species, such as monofilament netting (erosion control matting), filter-fabric, geo-textile fabric or similar plastic-based material in potential Covered Species' habitat.	ITP Condition # 4.9	Entire Project	Permittee	
21	Project Access. Project-related personnel shall access the Project Area using the staging and access routes identified in Figure 2, Staging, Phasing and Timeline Plan and shall not cross Covered Species' habitat outside of or en route to the Project Area. Permittee shall restrict Project-related vehicle traffic to established roads, staging, and parking areas. Permittee shall ensure that vehicle speeds do not exceed 15 miles per hour when driving the staging area, access routes or Project Area. If Permittee determines construction of routes for travel are necessary outside of the Project Area, the Designated Representative shall contact CDFW for written approval before carrying out such an activity. CDFW may require an amendment to this ITP, among other reasons, if additional take of Covered Species will occur as a result of the Project modification.	ITP Condition # 4.12	Entire Project	Permittee	
22	Hazardous Waste. Permittee shall immediately stop and pursuant to pertinent state and federal statutes and regulations, arrange for repair and clean up by qualified individuals of any fuel or hazardous waste leaks or spills at the time of occurrence, or as soon as it is safe to do so. Permittee shall exclude the storage and handling of hazardous materials from the Project Area and shall properly contain and dispose of any unused or leftover hazardous products off-site.	ITP Condition # 4.13	Entire Project	Permittee	
23	CDFW Access. Permittee shall provide CDFW staff with reasonable access to the Project and mitigation lands under Permittee control and shall otherwise fully cooperate with CDFW efforts to verify compliance with or effectiveness of mitigation measures set forth in this ITP.	ITP Condition # 4.14	Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
24	Notification of Non-compliance. The Designated Representative shall immediately notify CDFW in writing if it determines that the Permittee is not in compliance with any Condition of Approval of this ITP, including but not limited to any actual or anticipated failure to implement measures within the time periods indicated in this ITP and/or the MMRP. The Designated Representative shall report any non-compliance with this ITP to CDFW within 24 hours.	ITP Condition # 5.2	Entire Project	Permittee	
25	Compliance Monitoring. The Designated Biologist shall be required on-site during Covered Activities, refer to Condition of Approval 6.2 for guidance in regard to compliance monitoring schedule requirements. The Designated Biologist shall conduct compliance inspections to (1) minimize incidental take of the Covered Species, as feasible; (2) prevent unlawful take of species; (3) check for compliance with all measures of this ITP; (4) establish and maintain nest buffer zones, as applicable (See Condition of Approval 6.3); (5) ensure that signs, stakes, and fencing are intact, and (6) capture photos of Project Area conditions and Covered Activities and to ensure that Covered Activities are only occurring in the Project Area. The Designated Representative or Designated Biologist shall prepare written observation and inspection records as specified in Condition of Approval 6.3; summarizing: oversight activities and compliance inspections, observations of Covered Species and their sign, survey results, and monitoring activities required by this ITP.	ITP Condition # 5.3	Entire Project	Permittee	
26	Monthly Compliance Report. The Designated Representative or Designated Biologist shall compile the observation and inspection records identified in Condition of Approval 5.3 (Compliance Monitoring) into a Monthly Compliance Reports and submit it to CDFW along with a copy of the MMRP table with notes showing the current implementation status of each mitigation measure. Monthly Compliance Reports shall be submitted to the CDFW offices listed in the Notices section of this ITP and via e-mail to CDFW's Regional Representative and Headquarters CESA Program. At the time of this ITP's approval, the CDFW Regional Representative is Robert Stanley (Robert.Stanley@wildlife.ca.gov) and Headquarters CESA Program email is CESA@wildlife.ca.gov. CDFW may at any time increase the timing and number of compliance inspections and reports required under this provision depending upon the results of previous compliance inspections. If CDFW determines the reporting schedule must be changed, CDFW will notify Permittee in writing of the new reporting schedule.	ITP Condition # 5.4	Entire Project	Permittee	
27	Daily Construction Surveys. A Designated Biologist(s) shall be on-site daily for all Covered Activities occurring during the Covered Species nesting season from March 15 to September 15. If a Covered Species nest within 0.25 miles of the Project Area is active beyond the nesting season, monitoring shall continue each day until the young have fledged. Outside of the Covered Species nesting season, if no nests are active within a 0.25-mile radius, the Designated Biologist may develop an alternate monitoring schedule in coordination with the CDFW representative. Surveys shall follow methods outlined in the Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley ( <a href="https://www.wildlife.ca.gov/Conservation/Survey-Protocols#377281284-birds">https://www.wildlife.ca.gov/Conservation/Survey-Protocols#377281284-birds</a> ). Survey requirements and buffer limits may be modified with written request to and approval from CDFW. If a lapse in Covered Activities of 7 days or longer occurs, additional surveys shall be performed prior to resuming Covered Activities during the nesting season (March 15 to September 15) and the results sent to CDFW 48 hours prior to the re-initiation of work. All daily construction survey results should be submitted weekly to CDFW when an active nest is present and monthly when no active nest is present.	ITP Condition # 6.2	Entire Project	Permittee	
28	Active Nest Buffer Zones. If active Covered Species nests are found, no Covered Activities shall occur within 0.25 miles of an active Covered Species nest unless a smaller buffer is established in consultation with CDFW. If Covered Species do not exhibit signs of disturbance, as specified in Condition of Approval 6.4, the buffer distance can be incrementally reduced based on	ITP Condition # 6.3	Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
	<p>monitoring the response of Covered Species to Covered Activities. With written approval from CDFW, the Designated Biologist(s) may increase, reduce or remove the buffer based on the monitoring responses of Covered Species. If more than one (1) nest site is found within 0.25 miles of the Project Area an amendment to this ITP is required to address changed biological circumstances.</p> <p>The Permittee shall clearly delineate the buffer zone around an active nest within the Project Area with posted signs demarcating the area to avoid and using stakes, fencing, flags, and/or rope or cord to minimize the disturbance of Covered Species nesting behaviors. All construction personnel shall be notified of the existence and location of the known active Covered Species nest site and any active Covered Species nest sites detected during pre-construction surveys. Construction Personnel shall be instructed to minimize disturbances to these sites to the maximum extent feasible during nesting season. Trees or other features containing active nests shall be flagged or otherwise marked in the field. The marking should be readily visible at a distance of at least 100 feet. If a nest is located on an off-site property, signage and/or flagging shall be placed at the property boundary near where the nest is located. The sign shall indicate the direction and approximate distance of the nest from the property line.</p>				
29	CNDDDB Observations. The Designated Biologist shall submit all observations of Covered Species to CDFW's California Natural Diversity Database (CNDDDB) within 60 calendar days of the observation and the Designated Biologist shall include copies of the submitted forms with the next Monthly Compliance Report, whichever is submitted first relative to the observation.	ITP Condition # 5.5	Entire Project	Permittee	
30	Notification of Take or Injury. Permittee shall immediately notify the Designated Biologist if a Covered Species is taken or injured by a Project-related activity, or if a Covered Species is otherwise found dead or injured within the vicinity of the Project. The Designated Biologist or Designated Representative shall provide initial notification to CDFW by calling the Regional Office at (707) 428-2002 and the regional representative within 24 hours. The initial notification to CDFW shall include information regarding the location, species, and number of animals taken or injured and the ITP Number. Following initial notification, Permittee shall send CDFW a written report within two business days. The report shall include the date and time of the finding or incident, location of the animal or carcass, and if possible provide a photograph, explanation as to cause of take or injury, and any other pertinent information. The report and notification shall also be submitted to CDFW's Regional Representative Robert Stanley (Robert.Stanley@wildlife.ca.gov).	ITP Condition # 5.7	Entire Project	Permittee	
31	Stop Work for Abnormal Nesting Behavior. A Designated Biologist(s), who is experienced in raptor behavior and approved by CDFW, shall be assigned to monitor the behavior of actively nesting Covered Species within 0.25 miles of the Project Area. The Designated Biologist(s) shall have the authority to stop all Covered Activity determined to cause abnormal nesting behavior in Covered Species, which may cause nest abandonment and loss of eggs/young. Abnormal nesting behaviors include, but are not limited to, swooping/stooping excessive vocalization (distress calls), agitation, standing up from a brooding position, failure to remain on the nest, and failure to deliver prey items for an extended time-period. Project activities resulting in abnormal nesting behavior shall not resume until the Designated Biologist(s) has consulted with CDFW and both the Designated Biologist and CDFW confirm that the bird's behavior has normalized, or the young have left the nest. On a weekly basis, the Designated Biologist shall report directly to CDFW the status of each Covered Species active nest. Reports shall include observations of abnormal nesting behaviors and any significant changes in ambient conditions due to Covered Activities. Significant changes would include noise levels and visual conditions such as an increase in the number of personnel walking around the Project Area or mobilization of large equipment into the Project Area.	ITP Condition # 6.4	Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
32	Nest Abandonment and Hacking. If the Project results in nest abandonment and nestling(s) are still alive, the Designated Biologist(s) shall recover the hatchling(s) or egg(s) and immediately take it to a CDFW-approved wildlife rehabilitation or veterinary facility. Permittee shall bear any cost associated with recovery of nestling(s) and hacking (controlled release of captive reared young) of the nestling(s).	ITP Condition # 6.5	Entire Project	Permittee	
33	Removal of Nest Trees. No active nest trees, or trees known to have active nests in the last five years are authorized for removal under the conditions of this ITP.	ITP Condition # 6.6	Entire Project	Permittee	
34	Project Access and Staging. The Permittee shall establish and maintain all Project Areas, Staging Areas and Access Routes within areas of previously identified impacts as described in this Incidental Take Permit and shall not traverse Covered Species Habitat outside specified areas of impact for any purpose including personnel on foot (Figure 3, Project Habitat Impacts Map). Staging areas and laydown areas shall not occur within the active nest buffer as specified in Condition of Approval 6.3. No night delivery of material is authorized to occur within the active nest buffer as specified in Condition of Approval 6.3.	ITP Condition # 6.7	Entire Project	Permittee	
35	Signs and Fence Post Restrictions. Any fencing posts or signposts installed temporarily or permanently throughout the course of the Project will prevent the entrapment of wildlife, specifically birds of prey. If open-ended pipes or bollards are used for posts, they shall be capped. If metal posts with post holes are used (including, but not limited to U-channel posts and T-posts), the posts shall have the top three post holes or any post holes above an affixed sign capped, covered, or filled. The Designated Biologist will be responsible for ensuring compliance with this measure throughout the course of the Project and will inspect each post for compliance when at the Project Site.	ITP Condition # 6.8	Entire Project	Permittee	
36	Temporary Artificial Lighting Restrictions and Nightwork. All temporary lighting shall be required to have shielding and shall be focused to the Project Area to avoid to the maximum extent feasible scattering of artificial light into natural lands. When not in use all temporary lighting shall be shut down upon the completion of work each day. No nightwork is authorized to occur within the active nest buffer as specified in Condition of Approval 6.3.	ITP Condition # 6.9	Entire Project	Permittee	
37	Permanent Artificial Lighting Restrictions. All new installations and replacements of previously existing light emitters, luminaires or bulb types for permanent use within the Project Area shall have a maximum output programmed at 2700 kelvin or less. All new installations or replacements of lighting shall be fitted with back-shielding, and the surface area of the light shall be directed so that it does not project into natural lands. The Isolux Analysis baseline of current artificial lighting conditions (Figure 4, Existing Lighting Isolux Analysis Map) establishes the baseline of existing conditions and the proposed lighting output of new and replacement emitters over the surface area of natural lands. An updated Isolux analysis shall be required within 60 days of completion of Covered Activity completion to determine real-world light levels. All permanent lighting shall be directed towards the surface of the road and employ adjusted mast height and adjusted reach arm lengths to reduce light pollution into natural lands. Additional avoidance and minimization conditions may be required in consultation with CDFW if an increase in lighting output is determined to occur onto natural lands greater than the initial projections when compared to the Final Isolux Diagram that measures the real-world artificial lighting outputs.	ITP Condition # 6.10	Before and After Construction	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
<b>POST CONSTRUCTION</b>					
38	Refuse Removal. Upon completion of Covered Activities, Permittee shall remove from the Project Area and properly dispose of all temporary fill and construction refuse, including, but not limited to, broken equipment parts, wrapping material, cords, cables, wire, rope, strapping, twine, buckets, metal or plastic containers, and boxes.	ITP Condition # 4.15	Post-construction	Permittee	
39	Construction Survey and Monitoring. Throughout the course of Covered Activities, the Designated Biologist(s) shall conduct reconnaissance surveys to identify all potential nesting habitat within 0.25 miles of the Project Area and identify any potential Covered Species active nests. Surveys shall follow methods outlined in the Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley ( <a href="https://www.wildlife.ca.gov/Conservation/Survey-Protocols#377281284-birds">https://www.wildlife.ca.gov/Conservation/Survey-Protocols#377281284-birds</a> ). All results shall be submitted to CDFW as part of the On-Site Restoration Plan, as specified in Condition of Approval 7.5.	ITP Condition # 6.11	Post Construction	Permittee	
40	Annual and Final Construction Reports. No later than 60 days after completion of construction for each year of Covered Activities the Permittee shall provide CDFW with an Annual or Final Construction Report. The Designated Biologist shall prepare the Final Construction Report which shall include, at a minimum: (1) a summary of all Monthly Compliance Reports; (2) a copy of the table in the MMRP with notes showing when each of the mitigation measures was implemented; (3) all available information about Project-related incidental take of the Covered Species; (4) information about the Projects annual impacts on the Covered Species; (5) beginning and ending dates of Covered Activities; (6) an assessment of the effectiveness of this ITP's Conditions of Approval in minimizing and fully mitigating Project impacts of the taking on Covered Species; (7) recommendations on how mitigation measures might be changed to more effectively minimize take and mitigate the impacts of future Projects on the Covered Species; and (8) any other pertinent information.	ITP Condition # 5.6	During and Post Construction	Permittee	

ATTACHMENT 2A  
DEPARTMENT OF FISH AND WILDLIFE  
HABITAT MANAGEMENT LAND ACQUISITION PACKAGE CHECKLIST FOR PROJECT APPLICANTS

The following checklist is provided to inform you of what documents are necessary to expedite the Department of Fish and Wildlife (CDFW) processing of your Habitat Management Land acquisition proposal. Any land acquisition processing requests which are incomplete when received, will be returned. The Region contact will review and approve the document package and forward it to the Habitat Conservation Planning Branch Senior Land Agent with a request to process the land acquisition for formal acceptance.

To: \_\_\_\_\_  
Regional Manager, Region Name

From: \_\_\_\_\_  
Project Applicant

Phone: \_\_\_\_\_

Tracking #: \_\_\_\_\_  
CDFW assigned permit or agreement #

Project Name: \_\_\_\_\_

Enclosed is the complete package for the ☐ Conservation Easement OR ☐ Grant Deed

Documents in this package include:

- ☐ Fully executed, approved as to form Conservation Easement Deed or Grant Deed with legal description stamped by a licensed surveyor. Date executed: \_\_\_\_\_
- ☐ Proposed Lands for Acquisition Form (PLFAF)
- ☐ Phase I Environmental Site Assessment Report Date on report: \_\_\_\_\_  
(An existing report may be used, but it must be less than two years old.)
- ☐ Preliminary Title Report(s) for subject property is enclosed and has been reviewed for Encumbrances, including severed mineral estates, and other easements. The title report must be less than six months old when final processing is conducted.

Included are additional documents:

- ☐ document(s) to support title exceptions
- ☐ document(s) to explain title encumbrances
- ☐ a plot or map of easements/encumbrances on the property
- ☐ Policy of Title Insurance (an existing title policy is not acceptable)
- ☐ County Assessor Parcel Map(s) for subject property
- ☐ Site Location Map (Site location with property boundaries outline on a USGS 1:24,000 scale topo)
- ☐ Final Permit or Agreement (or other appropriate instrument)  
Type of agreement: ☐ Bank Agreement ☐ Mitigation Agreement  
☐ Permit \_\_\_\_\_ Other: \_\_\_\_\_  
(write in type of permit)
- ☐ Final Management Plan (if required prior to finalizing permit or agreement or if this package is for a Grant Deed)
- ☐ Biological Resources Report
- ☐ Draft Summary of Transactions ☐ hard copy ☐ electronic copy (both are required)



**CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE  
PROPOSED LANDS FOR ACQUISITION FORM ("PLFAF")**

Date: \_\_\_\_\_

TO: Regional Representative

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Facsimile:

FROM: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Applicant proposes that the following parcel(s) of land be considered for approval by the California Department of Fish and Wildlife as suitable for purposes of habitat management lands to compensate the adverse environmental impacts of the Project:

<u>Section(s)</u>	<u>Township</u>	<u>Range</u>	<u>County</u>	<u>Acres</u>
-------------------	-----------------	--------------	---------------	--------------

_____	_____	_____	_____	_____
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Current Legal Owner(s), of the surface and mineral estates, include Assessor's Parcel Number(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

General Description of Location of Parcel(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Land Value: \$

For Region Use Only

APPROVED \_\_\_\_

By: \_\_\_\_\_  
Regional Manager's Signature

DATE: \_\_\_\_\_

REJECTED \_\_\_\_

Region: \_\_\_\_\_

Explanation: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**[Financial institution letterhead]**

IRREVOCABLE STANDBY LETTER OF CREDIT  
NO. **[number issued by financial institution]**

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Issue Date: **[date]**

Beneficiary:

Department of Fish and Wildlife  
Habitat Conservation Planning Branch  
Post Office Box 944209  
Sacramento, CA 94244-2090  
Attn: HCPB Contract Coordinator

Amount: U.S. \$**[dollar number]** **[(dollar amount)]**

Expiry: **[Date]** at our counters

Dear Sirs:

1. At the request and on the instruction of our customer, **[name of applicant]** ("Applicant"), we, **[name of financial institution]** ("Issuer"), hereby establish in favor of the beneficiary, the California Department of Fish and Wildlife ("CDFW"), this irrevocable standby letter of credit ("Credit") in the principal sum of U.S. \$**[dollar number]** **[(dollar amount)]** ("Principal Sum").
2. We are informed this Credit is and has been established for the benefit of CDFW pursuant to the terms of the incidental take permit for the **[name of project]** issued by CDFW to the Applicant on **[date]** (No. **[number]**) ("Permit").
3. We are further informed that pursuant to the Permit, the Applicant has agreed to complete certain mitigation requirements, as set forth in Conditions **[numbers]** in the Permit ("Mitigation Requirements").
4. We are finally informed that this Credit is intended by CDFW and the Applicant to serve as a security device for the performance by the Applicant of the Mitigation Requirements.
5. CDFW shall be entitled to draw upon this Credit only by presentation of a duly executed Certificate for Drawing ("Certificate") in the same form as Attachment A,



which is attached hereto, at our office located at [***name and address of financial institution***].

6. The Certificate shall be completed and signed by an "Authorized Representative" of CDFW as defined in paragraph 12 below. Presentation by CDFW of a completed Certificate may be made in person or by registered mail, return receipt requested, or by overnight courier.
7. Upon presentation of a duly executed Certificate as above provided, payment shall be made to CDFW, or to the account of CDFW, in immediately available funds, as CDFW shall specify.
8. If a demand for payment does not conform to the terms and conditions of this Credit, we shall give CDFW prompt notice that the demand for payment was not effected in accordance with the terms and conditions of this Credit, state the reasons therefore, and await further instruction.
9. Upon being notified that the demand for payment was not effected in conformity with the Credit, CDFW may correct any such non-conforming demand for payment under the terms and conditions stated herein.
10. All drawings under this Credit shall be paid with our funds. Each drawing honored by us hereunder shall reduce, *pro tanto*, the Principal Sum. By paying to CDFW an amount demanded in accordance herewith, we make no representations as to the correctness of the amount demanded.
11. This Credit will be cancelled upon receipt by us of Certificate of Cancellation, which: (i) shall be in the form of Attachment B, which is attached hereto, and (ii) shall be completed and signed by an Authorized Representative of CDFW, as defined in paragraph 12 below.
12. An "Authorized Representative" shall mean the Director of CDFW; the General Counsel of CDFW; a Regional Manager of CDFW; or the Branch Chief of CDFW's Habitat Conservation Planning Branch.
13. This Credit shall be automatically extended without amendment for additional periods of one year from the present or any future expiration date hereof, unless at least sixty (60) days prior to any such date, we notify CDFW in writing by registered mail, return receipt requested, or by overnight courier that we elect not to consider this Credit extended for any such period.
14. Communications with respect to this Credit shall be in writing and addressed to us at [***name and address of financial institution***], specifically referring upon such writing to this credit by number. The address for notices with respect to this Credit shall be: (i) for CDFW: Department of Fish and Wildlife, Habitat

Conservation Planning Branch, Post Office Box 944209, Sacramento, CA 94244-2090, Attn: HCPB Contract Coordinator; and (ii) for the Applicant: [***name and address of applicant***].

15. This Credit may not be transferred.
16. This Credit is subject to the International Standby Practices 1998 ("ISP 98"). As to matters not covered by the ISP 98 and to the extent not inconsistent with the ISP 98, this credit shall be governed by and construed in accordance with the Uniform Commercial Code, Article 5 of the State of California.
17. This Credit shall, if not canceled, expire on [***expiration date***], or any extended expiration date.
18. We hereby agree with CDFW that documents presented in compliance with the terms of this Credit will be duly honored upon presentation, as specified herein.
19. This Credit sets forth in full the terms of our undertaking. Such undertaking shall not in any way be modified, amended or amplified by reference to any document or instrument referred to herein or in which this Credit is referred to or to which this Credit relates and any such reference shall not be deemed to incorporate herein by reference any document or instrument.

[***Name of financial institution***]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_

ATTACHMENT A

IRREVOCABLE STANDBY LETTER OF CREDIT NO. [*number issued by financial institution*]  
CERTIFICATE FOR DRAWING

To:

[*Name and address of financial institution*]

Re: [*Insert: "Lake" or "Streambed"*] Alteration Agreement (No. [*permit number*])

The undersigned, a duly Authorized Representative of the California Department of Fish and Wildlife ("CDFW"), as defined in paragraph 12 in the above-referenced Irrevocable Standby Letter of Credit ("Credit"), hereby certifies to the Issuer that:

1. [*Insert one of the following statements:* "In the opinion of CDFW, the Applicant has failed to complete the Mitigation Requirements referenced in paragraph 3 of the Credit." *or* "As set forth in paragraph 13, the Issuer has informed CDFW that the Credit will not be extended and the Applicant has not provided CDFW with an equivalent security approved by CDFW to replace the Credit."]
2. The undersigned is authorized under the terms of the Credit to present this Certificate as the sole means of demanding payment on the Credit.
3. CDFW is therefore making a drawing under the Credit in amount of U.S. \$\_\_\_\_\_.
4. The amount demanded does not exceed the Principal Sum of the Credit.

Therefore, CDFW has executed and delivered this Certificate as of the \_\_\_\_ day of [*month*], [*year*].

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

BY: \_\_\_\_\_

[*Insert one of the following:* "DIRECTOR" *or* "GENERAL COUNSEL" *or* "REGIONAL MANAGER, [NAME OF REGIONAL OFFICE]" *or* "BRANCH CHIEF, HABITAT CONSERVATION PLANNING BRANCH"]

ATTACHMENT B

IRREVOCABLE LETTER OF CREDIT NO. **[number issued by financial institution]**  
CERTIFICATE FOR CANCELLATION

To:

**[Name of financial institution and address]**

Re: **[Insert: "Lake" or "Streambed"]** Alteration Agreement (No. **[permit number]**)

The undersigned, a duly Authorized Representative of the California Department of Fish and Wildlife ("CDFW"), as defined in the paragraph 12 in the above-referenced Irrevocable Standby Letter of Credit ("Credit"), hereby certifies to the Issuer that:

1. **[Insert one of the following statements:** "The Applicant has presented documentary evidence of full compliance with the Mitigation Requirements referenced in paragraph 3 of the Credit." **or** "The Applicant has provided CDFW with an equivalent security approved by CDFW to replace the Credit."]
2. CDFW therefore requests the cancellation of the Credit.

Therefore, CDFW has executed and delivered this Certificate for Cancellation as of the \_\_\_\_ day of **[month]**, **[year]**.

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

BY: \_\_\_\_\_

**[Insert one of the following:** "DIRECTOR" **or** "GENERAL COUNSEL" **or** "REGIONAL MANAGER, [NAME OF REGIONAL OFFICE]" **or** "BRANCH CHIEF, HABITAT CONSERVATION PLANNING BRANCH"]



**Project Applicant Instructions:** Please fill out and attach this form to payment. For conservation banks, also attach the Bill(s) of Sale for credits sold. One form may be used for multiple transactions, **BUT YOU MUST USE A SEPARATE FORM FOR EACH CHECK YOU TRANSMIT.** Make sure to include Project Name, Project Tracking Number, and ASB Mitigation Tracking Number (if available) on the attached payment type.

<b>1. DATE:</b> _____  <b>TO:</b> _____ Regional Manager  _____ Region Office Address	<b>2. FROM:</b> _____ Name  _____ Mailing Address  _____ City, State, Zip  _____ Telephone Number/FAX Number
<b>3. RE:</b> _____ Project Name as appears on permit/agreement	

**4. AGREEMENT/ACCOUNT INFORMATION:** (check the applicable type)

☐ 2081 Permit    ☐ Conservation Bank    ☐ 2835 NCCP    ☐ 1802 Agreement    ☐ 1600 Agreement    ☐ Other \_\_\_\_\_

\_\_\_\_\_   
 Project Tracking Number

**5. PAYMENT TYPE** (One check per form only): The following funds are being remitted in connection with the above referenced project:

Check information:

Total \$ \_\_\_\_\_ Check No. \_\_\_\_\_

Account No. \_\_\_\_\_ Bank Routing No. \_\_\_\_\_

a. Endowment: for Long-Term Management                      Subtotal \$ \_\_\_\_\_

b. Habitat Enhancement    Subtotal \$ \_\_\_\_\_

c. Security:

1. Cash Refundable Security Deposit                      Subtotal \$ \_\_\_\_\_

2. Letter of Credit    Subtotal \$ \_\_\_\_\_

1. Financial Institution: \_\_\_\_\_

2. Letter of Credit Number: \_\_\_\_\_

3. Date of Expiration: \_\_\_\_\_

ACCOUNTING OFFICE USE ONLY	
Description	FI\$Cal Coding
Speedchart (Project, Program, Reference, Fund)	
Reporting Structure	
Category	
Date Established: _____ By: _____	



## NAPA VALLEY TRANSPORTATION AUTHORITY

### COVER MEMO

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#### **SUBJECT**

Resolution 22-03 Amending NVTA Agreement No. 21-12 with Transdev Services Inc.

#### **STAFF RECOMMENDATION**

That the NVTA Board approve an amendment to the Transit Operations Services Agreement No. 21-12 Cost Proposal to address wage increases.

#### **EXECUTIVE SUMMARY**

On July 21<sup>st</sup>, 2021 the NVTA Board of Directors meeting approved the Transit Operations Services Agreement No. 21-12. Subsequently, on September 13, 2021, the NVTA Board approved a modification to the Transit Operations Services Agreement No. 21-12 Section 3, to revise the addition or deletion of service hours from 20% to 15% without the need for a contract amendment. After approval from Caltrans, the agreement was then executed by all parties on December 22, 2021 with an effective date of January 1, 2022. In the midst of finalizing the contract, it became evident that TransDev was suffering a severe labor shortage which has resulted in missed trips.

NVTA was forced to reduce service in response to the shortage of drivers on November 21<sup>st</sup>. TransDev is still 10 operators short and services cannot be restored until new drivers are hired. In an effort to recruit more drivers NVTA staff is recommending increasing the base driver wage by \$2.57 to \$20.82 with a commensurate raise to supplement other employee wages. This increase will make wages comparable to other nearby transit properties.

#### **FISCAL IMPACT**

There is a fiscal impact of up to \$2,831,577 million through the seven year contract period or roughly 3.5% high per year. Funding will be provided by the increased appropriation from the Infrastructure Investment and Jobs Act (IIJA) for transit purposes and Transportation Development Act (TDA) Funds. The IIJA is expected to increase transit assistance funding by roughly 40% over the Fixing America's Surface Transportation (FAST) Act.



## NAPA VALLEY TRANSPORTATION AUTHORITY

### Board Agenda Memo

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**TO:** NVTA Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Rebecca Schenck, Program Manager – Public Transit  
(707) 259-8636 / Email: [rschenck@nvta.ca.gov](mailto:rschenck@nvta.ca.gov)  
**SUBJECT:** Resolution 22-03 Amending NVTA Agreement No. 21-12 with Transdev Services Inc.

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#### **RECOMMENDATION**

That the NVTA Board approve an Amendment to the Transit Operations Services Agreement No. 21-12 Cost Proposal to address wage increases.

#### **COMMITTEE RECOMMENDATION**

None

#### **BACKGROUND**

At the July 21, 2021 meeting, the NVTA Board of Director's approved a new contract with Transdev Services Inc. for transit operations and maintenance services with a base term of five years, from January 1, 2022 through December 30, 2026, and two one-year options which could extend the contract to June 30, 2028. The Board also authorized the Executive Director to make minor modifications to and execute the agreement once all parties have provided their respective comments and approvals.

On September 13, 2021 the NVTA Board approved a modification to the Transit Operations Services Agreement No. 21-12 Section 3, to revise the addition or deletion of service hours from 20% to 15% without the need for a contract amendment. The Transit Services Agreement 21-12 was then executed by all parties on December 22, 2021 and the agreement went into effect on January 1, 2022.

Like many public transit agencies in the United States, the Vine is facing a severe bus operator shortage. TranDev is using traditional and enhanced recruitment strategies including sign-on bonuses, advertisements through TransDev and NVTA channels and participation in career fairs. The enhanced recruitment efforts has resulted in little success and TransDev's acute labor shortage persists resulting in an extraordinary number of missed trips on both fixed route and on-demand services. Transit services must be reliable to sustain and grow ridership on the system. Table 1 provides a summary of missed trips for the prior 6 months showing the growing challenge to provide reliable service on the Vine with the existing driver levels.

**Table 1: Missed Trip July to December 2021**

	<b>Jul-21</b>	<b>Aug-21</b>	<b>Sep-21</b>	<b>Oct-21</b>	<b>Nov-21</b>	<b>Dec-21</b>
Fixed Route	3	11	38	39	19	20
On-Demand	13	5	55	66	82	70
<b>TOTAL</b>	<b>16</b>	<b>16</b>	<b>93</b>	<b>105</b>	<b>101</b>	<b>90</b>

\*Missing 1/2 hour of on-demand service equals one missed trip

\*Does not include data on trips for 2 days in July

NVTA moved to reduce service and decrease the number of drivers necessary on November 21<sup>st</sup>, but TransDev is still 10 operators short requiring many drivers to work overtime and for missed trips to persist.

To be competitive with current market rates, staff is recommending increasing wages to be comparable with nearby transit agencies. Below is a summary of transit operator, or equivalent, hourly rates for eight nearby transit agencies

**Table 2: Transit Operators**

<b>Transit Agency</b>	<b>Range Minimum</b>	<b>Range Maximum</b>
Vine Transit	\$18.25	\$25.15
Petaluma Transit	\$19.25	\$24.73
Tracy Transit	\$20.04	\$24.88
Tri Delta Transit (East Contra Costa County)	\$20.58	\$30.33
Soltrans (Solano County)	\$20.83	\$27.80
Livermore Amador Valley Transit Authority	\$21.67	\$29.28
Santa Rosa City Bus*	\$24.26	\$29.48
County Connection (Central Contra Costa County)	\$25.18	\$31.47

\*Santa Rosa has a lower trainee wage for the 6-8 weeks during training. The current trainee wage scale is \$18.58-20.37 and for the first six months of 2022 the trainee wage will be the \$20.37 amount.

Transdev has presented two proposals for raising Vine Transit wages. Option A represents a 4.0% wage increase and Option B represents a 3.5% wage increase.



NVTA staff is recommending that the Board proceed with Option B which will bring transit operator wages to the levels outlined in Table 4 and cost an additional \$2.83 million over seven years.

**Table 3: Option A**

<b>Seniority</b>	<b>Current</b>	<b>Proposed</b>	<b>Difference</b>
0 - 6 months	\$18.25	\$20.82	\$2.57
6 – 12 months	\$18.25	\$22.78	\$4.53
1 – 2 years	\$19.31	\$24.06	\$4.75
2+ years*	\$24.80	\$27.80	\$3.00

**Table 4: Option B**

<b>Seniority</b>	<b>Current</b>	<b>Proposed</b>	<b>Difference</b>
0-1 years	\$18.25	\$20.82	\$2.57
1-2 years	\$19.31	\$22.78	\$3.47
2-3 years	\$20.25	\$24.06	\$3.81
4+ years*	\$25.15	\$27.80	\$2.65

\*Average for out-years

The impact of increasing the Vine Transit wages are outlined below in Table 5 for all seven years. The budget impacts also includes for other operations employees such as dispatchers and road supervisors.

**Table 5: Budget Impacts**

<b>Budget Impact</b>	<b>Current Contract Total</b>	<b>Option A Total</b>	<b>Option B Total</b>
Base Year 1 January 1, 2022 – December 31, 2022	\$9,833,079	\$10,300,351	\$10,226,560
Base Year 2 January 1, 2023 – December 31, 2023	\$10,855,445	\$11,277,389	\$11,235,260
Base Year 3 January 1, 2024 – December 31, 2024	\$11,372,268	\$11,812,444	\$11,739,843
Base Year 4 January 1, 2025 – December 31, 2025	\$11,748,911	\$12,249,590	\$12,166,942
Base Year 5 January 1, 2026 – December 31, 2026	\$12,093,813	\$12,586,673	\$12,514,221
<b>Total Base Years</b>	<b>\$55,903,516</b>	<b>\$58,226,447</b>	<b>\$57,882,826</b>
Option Year 1 January 1, 2027 – December 31, 2027	\$12,541,715	\$13,018,550	\$12,967,778
Option Year 2 January 1, 2028 – December 31, 2028	\$12,910,061	\$13,399,523	\$13,336,265
<b>Total Option Years</b>	<b>\$25,451,776</b>	<b>\$26,418,073</b>	<b>\$26,304,043</b>
<b>Total Contract Period</b>	<b>\$81,355,292</b>	<b>\$84,644,520</b>	<b>\$84,186,869</b>
<b>Increase from Base Contract</b>		+\$3,289,228	+\$2,831,577

## **ALTERNATIVES**

NVTA may choose to retain the current wages as specified in the Transit Operations Services Agreement No. 21-12, however, the driver shortage is expected to persist and worsen causing additional missed trips requiring additional cuts to services which will result in lower ridership.

## **STRATEGIC GOALS MET BY THIS PROPOSAL**

Goal 1: Serve the transportation needs of the entire community regardless of age, income or ability.

A well-functioning system is essential for adequately providing transportation for individuals with mobility challenges, community members who have limited financial resources, or members of the community choose to take transit. To accomplish these goals, a strong partnership between NVTA and its transit service provider is essential. Transdev has proven to be such a partner.

Goal 5: Minimize the energy and other resources required to move people and goods.

The transit system provides a viable alternative to driving and therefore reduces the consumption of fossil fuel which reduces greenhouse gas emissions that contribute to climate change.

## **ATTACHMENTS**

(1) Resolution No. 22-03

**RESOLUTION No. 22-03**

**A RESOLUTION OF THE  
NAPA VALLEY TRANSPORTATION AUTHORITY (NVRTA)  
AMENDING NVTA AGREEMENT NO. 21-12 WITH TRANSDEV SERVICE, INC  
IN THE AMOUNT NOT TO EXCEED \$2,831,577 AND  
AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AMENDMENT**

**WHEREAS**, the Napa Valley Transportation Authority (NVRTA) is designated the countywide transportation planning agency responsible for Highway, Street and Road, and transit planning and programming within Napa County; and

**WHEREAS**, NVTA manages a comprehensive transit system known as Vine Transit which operates fixed route, commuter service, demand response community shuttles, ADA paratransit, and shared vehicles; and

**WHEREAS**, NVTA endeavors to provide the highest quality public transit services to the community; and

**WHEREAS**, Agreement No. 21-12 between NVTA and Transdev Services was approved by the Board of Directors on July 21, 2021; and

**WHEREAS**, the Contract is for a five (5) year base term, with two (2) one year options commencing on January 1, 2022; and

**WHEREAS**, like many public transit agencies across the United States, Vine Transit is also facing a shortage of bus operators; and

**WHEREAS**, due to the labor shortage affecting public transit, NVTA will need to adjust the transit services contract budget to stay competitive and assist in recruitment efforts with Transdev; and

**WHEREAS**, the Infrastructure Investment and Jobs Act passed in November 2021 will increase transit operating assistance which will be used to fund the additional expenses; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Directors of the Napa Valley Transportation Authority that:

1. That the NVTA Board approve a contract amendment to Agreement 21-12 in an amount not to exceed \$2,831,577 with Transdev Services Inc.; and



2. The Executive Director or designee is authorized to finalize and sign an Amendment to Agreement No. 21-12 with Transdev Services Inc., and directs staff to take all further actions necessary to complete the process.

Passed and adopted this 19<sup>th</sup> day of January, 2022.

\_\_\_\_\_  
Alfredo Pedroza, NVTA Chair

Ayes:

Nays:

Absent:

ATTEST:

\_\_\_\_\_  
Laura M. Sanderlin, NVTA Board Secretary

APPROVED:

\_\_\_\_\_  
DeeAnne Gillick, NVTA Legal Counsel



January 19, 2022  
NVTA Agenda Item 10.4

Continued From: New  
**Action Requested: INFORMATION**

## NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

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### **SUBJECT**

Federal and State Legislative Update

### **STAFF RECOMMENDATION**

That the Napa Valley Transportation Authority (NVTA) Board receive the Federal Legislative update prepared by K&L Gates and Platinum Advisors and the State Legislative update prepared by Platinum Advisors and the State Bill Matrix.

### **EXECUTIVE SUMMARY**

The attached memo will provide the Board with federal and state legislative updates.

### **FISCAL IMPACT**

None



## NAPA VALLEY TRANSPORTATION AUTHORITY

### Board Agenda Memo

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**TO:** Board of Directors  
**FROM:** Kate Miller, Executive Director  
**REPORT BY:** Kate Miller, Executive Director  
(707) 259-8634 / Email: [kmiller@nvta.ca.gov](mailto:kmiller@nvta.ca.gov)  
**SUBJECT:** Federal and State Legislative Update

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#### **RECOMMENDATION**

That the Napa Valley Transportation Authority (NVTA) Board receive the Federal Legislative update prepared by K&L Gates and Platinum Advisors (Attachment 1) and the State Legislative update prepared by Platinum Advisors (Attachment 2) and the State Bill Matrix (Attachment 3).

#### **EXECUTIVE SUMMARY**

##### Federal Update:

Lack of support by the senate has resulted in halted negotiations for the Biden Administration's Build Back Better Act (BBBA). While no resolution has been reached, there appears to be some support for changes to the bill with lower funding levels and other changes.

Federal agencies are beginning to roll out programs in the Infrastructure Investment and Jobs Act (IIJA) and holding workshops for potential recipients. Attachment 2 and 3 provide additional detail on the Infrastructure Investment and Jobs Act (IIJA).

##### State Update:

The budget surplus is expected to be excess of \$30 billion. Transportation is hoping for a \$10 billion program to enhance active transportation and transit infrastructure, clean vehicles, and resiliency projects.

A number of legislators are moving on to new offices and opportunities including Bay Area representatives Jackie Spear (San Mateo) who will retire, Jim Frazier (Solano County)

who resigned, and as mentioned in the legislative report last month, David Chiu (San Francisco) who was appointed by Mayor Breed to serve as San Francisco's District Attorney. CalSTA Secretary David Kim issued his resignation effective January 14 citing family obligations. CalSTA Deputy Secretary Elissa Konove will serve as acting secretary in the interim.

A new initiative was cleared for circulation that will restrict the ability to impose or increase state or local taxes. Titled the Taxpayer Protection and Government Accountability Act, the proponents must collect 997,139 valid signatures by June 6, 2022, to qualify for the November ballot. If it passes, the Act would expand the definition of a tax to include fees and impose 2/3 approval for state taxes and fees. It further would require 2/3 approval of the legislative body before a tax or fee can be placed on the ballot.

### **ATTACHMENTS**

- (1) January 4, 2022 Federal Update (K&L Gates and Platinum Advisors)
- (2) January 7, 2022 Federal Update to County on Infrastructure Investment and Jobs Act (K&L Gates and Platinum Advisors)
- (3) January 7, 2022 FHWA Infrastructure Law Summary for California (K&L Gates and Platinum Advisors)
- (4) January 4, 2022 State Budget Update (Platinum Advisors)
- (5) January 4, 2022 State Bill Matrix (Platinum Advisors)



## MEMO

TO: Kate Miller, Executive Director  
Napa Valley Transportation Authority (NVTa)

FROM: George Riccardo, K&L Gates  
Jess Aune, Platinum Advisors

DATE: January 4, 2021

RE: December Monthly Report

In late December, Senator Joe Manchin (D-WV) announced that he is not supportive of the Build Back Better Act (BBBA) in its current form, though he used language that leaves open the possibility of negotiating a scaled-back version of the BBBA and perhaps by a different method. Throughout this announcement, he stated, “where I’m at *right now*”, “I cannot vote to continue with *this piece* of legislation”, and “this is a no on *this* legislation.” This announcement surprised his congressional colleagues and the White House alike.

Before the holiday recess, Sen. Manchin participated in a radio interview in his home state of West Virginia, where he outlined the changes he would like to see in a reworked version of the bill, including: a \$1.75 trillion bill that makes the tax code more fair; lowers the costs of more prescription drugs than the current package; institutes work requirements for the Child Tax Credit and other benefit programs; and has an income limit for electric vehicle tax credits. Moreover, Sen. Manchin indicated that he is not in favor of creating a “grab-bag” of various short-term social programs in order to lower the cost of the overall bill, and that he would prefer to make “major policy changes” through a bipartisan committee process rather than through a rushed budget reconciliation process.

Along this same vein, we are hearing that some Democratic senators have suggested separating the current budget reconciliation package into smaller bills that can potentially be passed either through reconciliation with 51 votes, the bipartisan committee process, and/or via a FY2022 omnibus package. We understand the latter has been briefly discussed as being a potential vehicle for energy provisions specifically. Additionally, New Democrat Coalition Chair Suzan DelBene (D-WA) released a statement before the holiday, noting that the Coalition has long advocated for fewer programs to be included in the bill in order for them to have a longer duration, and retain their belief that “adopting such an approach could open a potential path forward for this legislation.”

Leader Schumer doubled-down on the Senate's plans to consider the BBBA, outlining in a Dear Colleague, "We are going to vote on a revised version of the House-passed Build Back Better Act – and we will keep voting on it until we get something done." It remains unclear at this time when, if at all, the BBBA will come to fruition, and that Senate Democrats will continue to push forward negotiations on the bill in the new year.

In the early days of January, it was reported that Sen. Manchin is open to reengaging on the climate and child care provisions if the White House removes the enhanced child tax credit from the package — or dramatically lowers the income caps for eligible families. Sen. Manchin has reiterated that he is still concerned with the size and the scope of the package. He feels it could cost more than \$4 trillion over 10 years extending beyond the Child Tax Credit issue, and he continues to tell colleagues he's concerned about the inflationary effects of so much government spending. The Bureau of Labor Statistics will release its next Consumer Price Index on January 12. Last month's release put inflation at 6.8% for the year — fueling Manchin's opposition.

Shortly before the Senate left for its recess, a deal was struck between Senate Majority Leader Chuck Schumer (D-NY) and Sen. Ted Cruz (R-TX) to confirm 32 presidential nominees in exchange for a vote on the Nord Stream 2 natural gas pipeline to take place before January 14, 2022. Also, prior to leaving for the holiday recess, Congress checked off several of its other must-pass year-end items, including passing the National Defense Authorization Act (NDAA) (S. 1605), a continuing resolution that will keep the federal government open and funded through February 18, 2022, and raising the federal debt ceiling to avert a default on the nation's loans. With respect to the federal debt limit, Congress passed and the President signed S.J.Res. 33 last week, which will raise the debt limit by \$2.5 trillion and is expected to ensure the Treasury Department's borrowing authority through late 2022 or early 2023. We anticipate that Congress will resume work on government funding/appropriations legislation when it returns in January.

Recently, the Senate and White House shifted focus to move voting rights to the top of their legislative priority list and are considering making procedural rule changes that could allow Democrats to bypass the Senate filibuster. Moderate Democratic Senators Manchin and Kyrsten Sinema (D-AZ) are not supportive of eliminating the filibuster in its entirety, though Sen. Manchin recently indicated openness to the idea of creating a rule change that would allow the Senate to require only a simple majority to pass voting rights legislation. However, Sen. Sinema has come out in opposition of any such rules change, which quickly dampened Democratic momentum towards passing voting rights legislation before the end of the year. Despite this setback, White House staffers have reportedly indicated that the Biden administration plans to start the new year with a push on voting

rights and is considering connecting voting rights with the upcoming first anniversary of the January 6 attack on the U.S. Capitol, in order to convey the need to protect our democracy. Additionally, Leader Schumer indicated the Senate plans to consider voting rights legislation early in the new year.

## MEMO

TO: Becky Craig, Assistant County Executive Officer  
Nelson Cortez, Staff Assistant, Board of Supervisors  
Napa County

FROM: George Riccardo, K&L Gates  
Jordan Cooper, K&L Gates  
Jess Aune, Platinum Advisors

DATE: January 7, 2021

RE: Infrastructure Investment and Jobs Act Status Memo

**Overview**

On November 15, 2021, President Biden signed the Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the Bipartisan Infrastructure Law and BIL) into law. The IIJA constitutes the largest long-term infrastructure investment in our Nation's history. It provides \$550 billion over fiscal years 2022 through 2026 in new Federal investment in transportation infrastructure, including in roads, bridges, mass transit, rail, and aviation, as well as energy, water, resilience, waste, and broadband infrastructure.

Following the IIJA's passage in Congress, the hard work shifted to the Federal agencies for implementation. Over the next five years, the progress of IIJA programs will develop at varying speeds. The Biden administration will be under enormous pressure to stand up new programs and direct funds to the right places as quickly as possible, but larger programs at the Department of Transportation (DOT), Department of Energy (DOE), Environmental Protection Agency, Department of Interior, and others will likely take more time to develop.

The DOT is expected to rely as much as possible on readily available discretionary grant programs, namely the Rebuilding American Infrastructure with Sustainability and Equity (RAISE), and Infrastructure for Rebuilding America (INFRA). By infusing these previously existing accounts with an increased amount of funding, DOT is expected to provide financial stimulus to projects of national importance that can help bolster the U.S. transportation supply-chain and stimulate job growth.

With the White House eager to secure near-term progress on supply-chain deficiencies, the administration has indicated that funding will begin to flow to projects within the first few months of the bill's enactment. Although these discretionary programs will be somewhat restrained by

the norms of the competitive grant process, formula funding to the states and direct stimulus into the Highway Trust Fund could begin almost immediately.

However, some IIJA programs may require additional implementation time. For example, energy provisions supporting the administration's long-term goals of emissions reduction, including electrification of the transportation sector and deployment of significant hydrogen fueling and energy storage resources, are not expected to be ready for execution immediately. DOT and DOE will request stakeholder input when developing the criteria and parameters for these programs. These substantial investments in electric grid infrastructure, vehicle charging and hydrogen fueling stations, and battery recycling and manufacturing will require significant planning and coordination with states, local communities, and the private sector. Additionally, a portion of these newly authorized programs could take months to stand up, given the need to hire additional personnel and develop program parameters and guidelines.

Passage of the IIJA is not only the largest infrastructure investment in U.S. history, but it is also one of the largest shifts in discretionary authority to the Federal agencies. The DOT, under the leadership of Secretary Pete Buttigieg, and the DOE, under Secretary Jennifer Granholm, will be the beneficiaries of billions of dollars in new spending authority and will have significant discretion to determine how those funds go out the door. The process will be fluid, input will be needed, and now, more than ever, staying engaged will be paramount.

### **Status and Recent Updates**

Below outlines a few actions taken by the White House and Department of Transportation in regards to implementation of the IIJA to date:

- **IIJA Implementation Task Force:** Former New Orleans Mayor Mitch Landrieu, Biden's infrastructure implementation coordinator; National Economic Council Director Brian Deese; the secretaries of transportation, interior, energy, commerce, agriculture and labor; and the head of the U.S. Environmental Protection Agency are on the president's Infrastructure Implementation Task Force, which is responsible for overseeing how the money is distributed. Mitch Landrieu recently sent a letter to Governors regarding the infrastructure bill, requesting that states consider appointing a high-level person to serve as an Infrastructure Implementation Coordinator.
- **DOT Modal Websites:** A majority of DOT's modal Administrations have all recently announced websites for stakeholders to monitor IIJA implementation.
  - [Federal Highway Administration \(FHWA\)](#)
  - [Federal Transit Administration \(FTA\)](#)
  - [Federal Railroad Administration \(FRA\)](#)
  - [Federal Aviation Administration \(FAA\)](#)
- **Request for Information (RFI):**



- **FHWA RFI:** In order to make the most of the IIJA's historic investment and opportunities, FHWA is seeking stakeholder input on the FHWA-related sections of the IIJA. Linked [here](#).
- **Electric Vehicle (EV) Charging RFI:** Through this notice, FHWA is soliciting public comments to inform the development of the guidance. FHWA is especially interested in comments suggesting ways that the guidance could promote equity in the deployment of EV charging infrastructure under these programs. Linked [here](#).

### **Potential Risks for Delay**

Although implementation is fully underway, a few potential risks for delay remain, including:

- **Fiscal Year 2022 Appropriations:** The government is currently funded by a continuing resolution through February 18, 2022. The continued delay of a full year FY22 appropriations bill could delay IIJA implementation. In addition, the focus on the Build Back Better Act could push out negotiations on an appropriations bill, meaning that long term government funding remains uncertain.
- **Staffing Challenges:** Much of the \$550 billion in new spending the IIJA provides will go to projects funded entirely or primarily by grants. That creates the biggest immediate challenge in carrying out the IIJA as evaluating and tracking grant applications is labor intensive. Federal agencies are in need hundreds of new grant personnel, budget analysts, and managers.



**U.S. Department of Transportation**  
**Office of Public Affairs**  
**1200 New Jersey Avenue, SE**  
**Washington, DC 20590**  
[www.transportation.gov/newsroom](http://www.transportation.gov/newsroom)

## News

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### The Bipartisan Infrastructure Law Will Deliver for California

President Biden and Vice President Harris's Bipartisan Infrastructure Law is the largest long-term investment in our infrastructure and competitiveness in nearly a century. **The need for action in California is clear, and recently released state-level data demonstrates that the Bipartisan Infrastructure Law will deliver for California.** For decades, infrastructure in California has suffered from a systemic lack of investment. In fact, the American Society of Civil Engineers gave California a C- on its infrastructure report card. The historic Bipartisan Infrastructure Law will make life better for millions of California residents, create a generation of good-paying union jobs and economic growth, and position the United States to win the 21st century.

Specifically, with regard to transportation, the Bipartisan Infrastructure Law will:

**Repair and rebuild our roads and bridges with a focus on climate change mitigation, resilience, equity, and safety for all users, including cyclists and pedestrians.** In California there are 1,536 bridges and over 14,220 miles of highway in poor condition. Since 2011, commute times have increased by 14.6% in California, and on average, each driver pays \$799 per year in costs due to driving on roads in need of repair. The Bipartisan Infrastructure Law is the single largest dedicated bridge investment since the construction of the interstate highway system. **Based on formula funding alone, California would expect to receive approximately \$29.5 billion over five years in Federal highway formula funding for highways and bridges.** On an average annual basis, this is about 44.1% more than the State's Federal-aid highway formula funding under current law (1). California can also compete for the \$12.5 billion Bridge Investment Program for economically significant bridges and \$15 billion of national funding in the law dedicated to megaprojects that will deliver substantial economic benefits to communities. California can also expect to receive approximately \$555 million over five years in formula funding to reduce transportation-related emissions, in addition to about \$631 million over five years to increase the resilience of its transportation system (2). States may also apply federal aid dollars towards climate resilience and safety projects.

**Improve the safety of our transportation system. The Bipartisan Infrastructure Law invests \$13 billion over the Fixing America's Surface Transportation (FAST) Act levels directly into improving roadway safety.** Over five years, California will receive approximately \$179 million in 402 formula funding for highway safety traffic programs, which help states to improve driver behavior and reduce deaths and injuries from motor vehicle-related crashes. On an average annual basis, this represents about a 29% increase over FAST Act levels (3). Local and tribal governments in California will also be eligible to compete for \$6 billion in funding for a new **Safe Streets for All program** which will provide funding directly to these entities to support their efforts to advance "vision zero" plans and other improvements to reduce

crashes and fatalities, especially for cyclists and pedestrians. In addition, California can expect to receive approximately \$152.2 million over five years in funding to augment their commercial motor vehicle (CMV) safety efforts to reduce CMV crashes through the Federal Motor Carrier Safety Administration's Motor Carrier Safety Assistance Program (MCSAP) formula grant. This represents about a 65% increase in funding compared to FAST Act levels (4). California will be able to apply for funds to modernize data collection systems to collect near real time data on all reported crashes, including fatal ones, to enhance safety and to allow the Department to understand and address trends as they are identified. California also includes communities that will be eligible to apply for grants to community owned utilities to support the repair or replacement of leaky and unsafe cast iron and bare steel natural gas distribution pipelines, some of which are over 100 years old.

**Improve healthy, sustainable transportation options for millions of Americans.** Californians who take public transportation spend an extra 66.6% of their time commuting and non-White households are 1.6 times more likely to commute via public transportation. 15.6% of transit vehicles in the state are past useful life. **Based on formula funding alone, California would expect to receive about \$10.3 billion over five years under the Bipartisan Infrastructure Law to improve public transportation options across the state (5). In the first year, this represents about a 37% increase over 2021 FAST Act formula transit funding levels.**

**Build a network of EV chargers to facilitate long-distance travel and provide convenient charging options.** The U.S. market share of plug-in electric vehicle (EV) sales is only one-third the size of the Chinese EV market – in 2020, plug-in electric vehicles made up only 2.3% of new car sales in the U.S., compared to 6.2% in China. The President believes that must change. The law invests \$7.5 billion to build out the first-ever national network of EV chargers in the United States and is a critical element in the Biden-Harris Administration's plan to accelerate the adoption of EVs to address the climate crisis and support domestic manufacturing jobs. **Under the Bipartisan Infrastructure Law, California would expect to receive about \$384 million over five years to support the expansion of an EV charging network in the state (6). California will also have the opportunity to apply for grants out of the \$2.5 billion available for EV charging.**

**Modernize and expand passenger rail and improve freight rail efficiency and safety.** The Bipartisan Infrastructure Law includes \$66 billion above baseline to eliminate the Amtrak maintenance backlog, modernize the Northeast Corridor, and bring world-class rail service to areas outside the northeast and mid-Atlantic. Within these totals, \$22 billion would be provided as grants to Amtrak, \$24 billion as federal-state partnership grants for Northeast Corridor modernization, and \$12 billion for partnership grants for intercity rail service, including high-speed rail. On top of this, California will be eligible to compete for \$5 billion for rail improvement and safety grants and \$3 billion for grade crossing safety improvements.

**Improve our nation's airports.** The United States built modern aviation, but our airports lag far behind our competitors. **Under the Bipartisan Infrastructure Law, airports in California would receive approximately \$1.5 billion for infrastructure development for airports over five years (7).** This funding will address airside and landside needs at airports, such as improving runways, taxiways and airport-owned towers, terminal development projects, and noise reduction projects. In addition, \$5 billion in discretionary funding is available over five years for airport terminal development projects that address the aging infrastructure of our nation's airports, including projects that expand accessibility for persons with disabilities, improve access for historically disadvantaged populations, improve energy efficiency, and improve airfield safety.

**State and local governments can look forward to these new & expanded competitive grant programs in the Bipartisan Infrastructure Law (BIL) anticipated to launch over the course of the next year:**

- **Safe Streets for All (\$6B, new)** – This program will provide funding directly to local and tribal governments to support their efforts to advance “vision zero” plans and other improvements to reduce crashes and fatalities, especially for cyclists and pedestrians.
- **Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grants (\$15B, expanded)** – RAISE grants support surface transportation projects of local and/or regional significance.
- **Infrastructure for Rebuilding America (INFRA) Grants (\$14B, expanded)** – INFRA grants will offer needed aid to freight infrastructure by providing funding to state and local government for projects of regional or national significance. The BIL also raises the cap on multimodal projects to 30% of program funds.
- **Federal Transit Administration (FTA) Low and No Emission Bus Programs (\$5.6B, expanded)** – BIL expands this competitive program which provides funding to state and local governmental authorities for the purchase or lease of zero-emission and low-emission transit buses as well as acquisition, construction, and leasing of required supporting facilities.
- **FTA Buses + Bus Facilities Competitive Program (\$2.0B, expanded)** – This program provides competitive funding to states and direct recipients to replace, rehabilitate, and purchase buses and related equipment and to construct bus-related facilities including technological changes or innovations to modify low or no emission vehicles or facilities.
- **Capital Investment Grants (CIG) Program (\$23B, expanded)** – The BIL guarantees \$8 billion, and authorizes \$15 billion more in future appropriations, to invest in new high-capacity transit projects communities choose to build. The BIL provides funds that may support the 25 projects included in FTA's Annual Report on Funding Recommendations for FY22 as well as additional projects across the country seeking CIG funding over the next five years. Projects must meet CIG program requirements to receive funding. In California, such recommended projects include six projects under construction including the Westside Subway phases 1, 2, and 3 projects in Los Angeles, the San Diego Mid Coast Corridor light rail project, and the San Carlos Peninsula Corridor Electrification Project and the San Francisco BART Transbay Corridor Core Capacity projects.
- **Federal Aviation Administration (FAA) Terminal Program (\$5B, new)** – This discretionary grant program will provide funding for airport terminal development and other landside projects.
- **MEGA Projects (\$15B, new)** – This new National Infrastructure Project Assistance grant program will support multi-modal, multi-jurisdictional projects of national or regional significance.
- **Promoting Resilient Operations for Transformative, Efficient, and Cost-saving Transportation (PROTECT) Program (\$8.7B, new)** – PROTECT will provide \$7.3 billion in formula funding to states and \$1.4 billion in competitive grants to eligible entities to increase the resilience of our transportation system. This includes funding for evacuation routes, coastal resilience, making existing infrastructure more resilient, or efforts to move infrastructure to nearby locations not continuously impacted by extreme weather and natural disasters.
- **Port Infrastructure Development Program (\$2.25B, expanded)** – BIL will increase investment in America’s coastal ports and inland waterways, helping to improve the supply chain and enhancing the resilience of our shipping industry. BIL overall doubles the level of investment in port infrastructure and waterways, helping strengthen our supply chain and reduce pollution.

- **5307 Ferry Program (\$150M, existing)** – BIL retains the \$30 million per year passenger ferry program for ferries that serve urbanized areas.
- **Electric or Low Emitting Ferry Program (\$500M, new)** – This competitive grant program will support the transition of passenger ferries to low or zero emission technologies.
- **Rural Ferry Program (\$2B, new)** – This competitive grant program will ensure that basic essential ferry service continues to be provided to rural areas by providing funds to States to support this service.
- **Federal Highway Administration (FHWA) competitive grants for nationally significant bridges and other bridges (\$12.5B, new)** – This new competitive grant program will assist state, local, federal, and tribal entities in rehabilitating or replacing bridges, including culverts. Large projects and bundling of smaller bridge projects will be eligible for funding.
- **FTA All Station Accessibility Program (\$1.75B, new)** – This competitive grant program will provide funding to legacy transit and commuter rail authorities to upgrade existing stations to meet or exceed accessibility standards under the Americans with Disabilities Act.
- **Charging and fueling infrastructure discretionary grants (Up to \$2.5B, new)** – This discretionary grant program will provide up to \$2.5 billion in funding to provide convenient charging where people live, work, and shop.
- **Reconnecting Communities Pilot Program (\$1B, new)** – This new competitive program will provide dedicated funding to state, local, MPO, and tribal governments for planning, design, demolition, and reconstruction of street grids, parks, or other infrastructure.
- **FHWA Nationally Significant Federal Lands and Tribal Projects (\$1.5B, expanded)** – This discretionary program provides funding for the construction, reconstruction, and rehabilitation of nationally-significant projects within, adjacent to, or accessing Federal and tribal lands. BIL amends this program to allow smaller projects to qualify for funding and allows 100% federal share for tribal projects.
- **Strengthening Mobility and Revolutionizing Transportation (SMART) Grant Program (\$1B, new)** – The SMART Grant program will be a programmed competition that will deliver competitive grants to states, local governments, and tribes for projects that improve transportation safety and efficiency.
- **Rural Surface Transportation Grant Program (\$2B, new)** – This new competitive grant program will improve and expand surface transportation infrastructure in rural areas, increasing connectivity, improving safety and reliability of the movement of people and freight, and generate regional economic growth.

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- (1) *These values are estimates and may change based on updated factor data each fiscal year.*
- (2) *These values are estimates and may change based on updated factor data each fiscal year.*
- (3) *These values are estimates based on the 2020 FHWA public road mileage data for FYs 2022-2026. Formula funding amounts in FYs 2023-2026 are subject to change as a result of the annual public road mile data certified by FHWA. The 402 amounts do not include redistribution of unawarded 405 balances per 23 USC § 405(a)(8) as that information is unknown at this time. The Bipartisan Infrastructure Law specifies NHTSA must distribute the supplemental appropriations for Section 402 in “equal amounts for each fiscal year 2022 through 2026”. This analysis is subject to provisions of FY 2022-FY2026 appropriations acts.*
- (4) *These values are estimates and may change based on updated factor data each fiscal year.*
- (5) *Transit formula funding amounts are subject to changes resulting from the 2020 census or from annual transit service data reported to FTA’s National Transit Database.*
- (6) *These values are estimates and may change based on updated factor data each fiscal year.*
- (7) *Precise allocations would change each year because the formulas use current passenger boarding and cargo data, and this estimate is based on 2019 data.*



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January 4, 2022

TO: Kate Miller, Executive Director  
Napa Valley Transportation Authority

FR: Steve Wallaach  
Platinum Advisors

**RE: Legislative Update**

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**Reconvene:** The Legislature returned on January 3<sup>rd</sup>. The start of the second half of session is always busy as all two-year bills must be out of their house of origin by January 31<sup>st</sup>. In addition to moving two-year bills, the legislature will once again face another significant budget surplus more than \$30 billion, and they are expected to grapple with controversial proposals on mandating COVID vaccines, allow shooting victims to file against gun manufacturers and distributors, and preparing California in the event Roe v. Wade is scaled back or overturned.

This will also be the first test for scheduling hearings with limited space as the legislature begins the session in the new swing space. While floor sessions and some hearings will be held in the Capitol, several hearings will be held in the swing space building and in the Legislative Office Building. As a result of fewer hearing rooms, the Senate is expected to schedule most budget subcommittee hearings in February to reduce scheduling demands during policy committee deadlines in March and April. This session will require a new pair of shoes.

**Turnover:** With term limits and redistricting, many legislators are moving on to new offices and opportunities. With the new district lines completed, we expect several members to move in order to run in new districts. Other members may decide to not run for re-election in order to avoid running an expensive campaign against another sitting member. Senator Connie Levy announced today that she decided to forgo re-election in order to avoid what would be a nasty and expensive campaign against fellow Democrat, Senator Susan Rubio.

In addition, several members are moving on. Assemblyman Kevin Mullin is seeking to replace Congresswoman Jackie Spear, who is retiring. While Senator Henry Stern is in the middle of his second term, he has announced plans to run for the Los Angeles Board of Supervisors. Assemblyman Ed Chau has been appointed to the Los Angeles County Superior Court, Assemblyman Jim Frazier has resigned effective at the end of December, and Assemblywoman Lorena Gonzalez announced this week that she will resign effective January 5<sup>th</sup> to head the California Labor Federation. Each of these vacancies will require

a special election. Lastly, Assemblyman Bill Quirk and Assemblyman Jose Medina both announced that they will not seek re-election.

**CalSTA:** Unfortunately, we must report that CalSTA Secretary David Kim has unexpectedly resigned effective January 14<sup>th</sup>. Undersecretary Elissa Konove will serve as acting Secretary until a replacement is named. While this departure is disappointing, Secretary Kim has been commuting between California and Virginia where his family lives for the past few years – making this decision less surprising and more the right move to make. Secretary Kim and his staff have been wonderful to work with.

**Budget:** While the Governor’s budget proposal will not be released until January 10<sup>th</sup>, the LAO’s forecast of another banner revenue year has spurred both the Senate and Assembly Budget Committees to release a general outline of their respective budget priorities. A detailed outlined of priorities is expected to be released early next year.

As a result of continued growing state revenues, the LAO is projecting a net surplus of \$31 billion for the 2022-23 fiscal year. This is in addition to \$20 billion increase in Prop 98 funding. Retail sales have doubled in growth in 2021, stock prices have doubled since the pandemic low in Spring 2020, and major firms are posting historically high earnings. Due to this unexpected revenue growth, the Legislature will need to allocate roughly \$14 billion to meet the constitutional requirement under State Appropriations Limit (SAL) by reducing taxes, spending more on excluded purposes like infrastructure, or making additional payment to schools and community colleges.

The [Senate’s Key Values](#) document was a preview of their detailed Senate budget priorities to be released early next year. Below are their high-level areas of focus.

**Sustain Progress:** Build upon reserves, pay down debt and retirement liabilities, use one-time funding for one-time purposes, maintain existing priorities that promote equity, and expand oversight and accountability.

**Strengthen Equity/Meet Gann Limit Requirements**

- Maximize infrastructure investments;
- Build on targeted tax relief programs for families;
- Ensure ongoing commitments can be made to health, safety net, and higher education programs; and
- Consider reforms to modernize the Gann Limit.

**Build a More Equitable Economy**

- Support childcare, small businesses, and the essential workforce;
- Support aging Californians;
- Improve public health, mental health, and health access and affordability;
- Balance public safety and justice;
- Address housing challenges;
- Boost infrastructure including transportation, education, broadband, and climate/disaster resiliency;
- Protect school budgets;
- Improve higher education quality, affordability, and accessibility;
- Enhance climate, environment, and resource protection; and

- Strengthen wildfire mitigation and response.

The [Assembly Budget Blueprint](#) reviewed actions taken in the 2021-22 budget and prioritized the following for 2022:

- Implementation of 2021 investments including climate resilience, wildfires, broadband, and behavioral health
- Addressing the State Appropriations (Gann) limit
- Increased funding for education, particularly as it relates to mental health and learning loss
- Ensuring homelessness and affordable housing funding are providing additional permanent and temporary housing
- Oversight of the Employment Development Department's progress in implementing improvements
- Preventing tenant evictions
- Funding wildfire prevention and climate investments promptly
- Improve public health infrastructure
- Accountability measures for CalAIM and the Children and Youth Behavioral Health initiatives
- Address disparities and needs in the child welfare and foster care system
- Drought response and water resilience funding to the most vulnerable communities
- Broadband access to inaccessible communities
- Scrutinize prison operations and restore independent oversight in the Office of the Inspector General
- Promote the creation of living wage jobs
- Fund the Department of Toxic Substances Control to ensure resources to clean toxic sites
- Major infrastructure investments:
  - \$10 billion for school facilities; *\$10 billion for transportation projects including transit infrastructure*; more affordable housing and homelessness prevention; modernize courthouses, and leverage federal infrastructure funds
  - Create an ongoing funding stream for supportive housing of indigent adults
  - Bolster enrollment growth at UC and CSU
  - Attract new workers to health care, education, and childcare occupations
  - Increase access to Medi-Cal, CalFresh, and CalWORKs through program simplification and expanded eligibility
  - More resources for violence and suicide prevention
  - Focus on providing second chances for formerly incarcerated individuals

**CAPTI Implementation:** On December 2<sup>nd</sup>, CalSTA held a short webinar on its plan to implement the Climate Action Plan for Transportation Infrastructure (CAPTI). Since the webinar experienced technical difficulties, the presentation only lasted about 30 minutes and there were no questions asked. However, CalSTA has posted the presentation slides and recording of the webinar on its [website](#).

The most significant transition will be how highway expansion projects are reviewed. While CAPTI will take into consideration the regional needs of a project, consideration of congestion relief will no longer be the default consideration but take into consideration climate and health impacts and access to alternative modes of transportation. This new perspective was used in the development of the Regional Transportation Improvement Program (RTIP) and the new Transit and Intercity Rail Capital Program (TIRCP) guidelines. Additional opportunities to discuss CAPTI implementation include upcoming meetings of the new SB 1 Equity Focused Workshop on December 16<sup>th</sup>, the Sustainable Rural Transportation Convening, and the development of Regional Transportation Plan guideline updates.

***Cleared for Circulation:*** A new initiative was cleared for circulation that will restrict the ability to impose or increase state or local taxes. Titled the Taxpayer Protection and Government Accountability Act, the proponents must collect 997,139 valid signatures by June 6, 2022, to qualify for the November ballot. This Constitutional amendment would make the following changes:

- Expands the definition of a tax to include some charges that state and local governments treat as fees or other charges
- Requires voter approval of all state taxes to include majority voter approval in addition to the current 2/3 approval by both the Senate and Assembly
- All local government tax increases must be approved by a 2/3 vote of the legislative body before being placed on the ballot for voter approval. In addition, all local government proposed taxes and local initiatives that increase taxes must be placed on a regularly scheduled general election. If an emergency has been declared, then the tax proposal can be placed on a special election ballot
- The measure requires all increases in state or local fees must be approved by a 2/3 vote of each house, or local governing body. Fee increases could no longer be increased by administrative action, and the measure would allow fees to be overturned via a referendum. Any fee approved between October 1, 2021, and the effective date of this measure would be nullified unless it fulfills the requirements of this measure
- While the measure allows building permit fees to be exempt, the measure specifically excludes the imposition of any property development permit fee related to vehicle miles traveled. The imposition of a vehicle miles traveled fee may only be imposed if the voters have approved a countywide vehicle miles traveled fee that is equally applied to all “drivers” in the county





**January 4, 2022**

*January 31<sup>st</sup> is the deadline for all two-year bills to be moved out of their house of origin. The following matrix reflects those two-year bills the Board has approved a watch or action position. All bills from the 2021 session that were vetoed or signed into law have been removed.*

## **BOARD POSITION ITEMS**

<b>Bills</b>	<b>Subject</b>	<b>Status</b>	<b>Client Positions</b>
<b><u>AB 117</u></b> <b>(Boerner Horvath D)</b> Air Quality Improvement Program: electric bicycles.	<p>AB 117 would require California Air Resources Board (CARB) to establish the Electric Bicycle Incentive Program (EBIP), by July 1, 2022, to provide incentives in the form of vouchers to income-eligible individuals for the purchase of e-bikes at participating retailers.</p> <p>The budget included an appropriation to CARB in the amount of \$10 million to fund this program. AB 117 was intended to establish the parameters of how CARB would implement this program. While AB 117 was held in the Senate Appropriations Committee, it can move forward next year.</p> <p>However, implementation legislation is not needed to move this program forward. CARB staff have initiated the workshop process for developing the EBIP, with the goal of incorporating into the current year expenditure plan.</p>	SENATE APPR – Held in Appropriations Two-Year Bill	SUPPORT
<b><u>AB 550</u></b> <b>(Chiu D)</b> Vehicles: speed safety system pilot program.	<p>AB 550 establishes a five-year pilot program to give local transportation authorities in the Cities of San Jose, Oakland, Los Angeles, two unspecified southern California cities, and the City and County of San Francisco the authority to install automated speed safety systems.</p>	<p>ASSEMBLY APPR Held on Suspense Two-Year Bill</p> <p>Must be moved out of the Assembly by January 31<sup>st</sup></p>	SUPPORT

<p><b><u>AB 550</u></b> <b><u>(Continued)</u></b></p>	<p>With the departure of Assemblyman Chiu, AB 550 is essentially a dead bill.</p> <p>AB 550 specifies the conditions where an automated system can be placed, limits the amount of the citation, specifies that the citation shall count as a point on a license, and specifies how the proceeds from citation can be spent. In addition, the bill states that the system shall not continue to operate on any given street if within the first 18 months of installation of a system, specified conditions related to a reduction in violations are not met.</p>		
<p><b><u>AB 629</u></b> <b><u>(Chiu D)</u></b> San Francisco Bay area: public transportation.</p>	<p>AB 629 contains an outline of a proposal to improve transit coordination in the Bay Area. With the departure of Assemblyman Chiu, AB 629 is essentially a dead bill.</p> <p>In short, the provisions in AB 629 generally outline the need for reports on work already underway, such as wayfinding, fare integration, and real-time route information. The controversial content will likely not arise until this measure reaches the Senate and when the recommendations made by the Task Force are complete.</p>	<p>ASSEMBLY APPR Suspense File Two-Year Bill</p> <p>Must be moved out of the Assembly by January 31<sup>st</sup></p>	<p>WATCH</p>
<p><b><u>AB 703</u></b> <b><u>(Rubio, Blanca D)</u></b> Open meetings: local agencies: teleconferences</p>	<p>AB 703 is a two-year bill that would allow local agencies to use teleconference services to hold legislative meetings at any time. However, recent amendments added language requiring at least a quorum of the legislative body be present at a single location, which restricts the flexibility of using current technology to conduct public meetings.</p> <p>Although new legislation on Brown Act revisions is expected, it will likely be placed in a new bill. AB 703 is not expected to move forward.</p> <p>Under AB 703, the local agency must allow members of the public to observe the meeting and address the legislative body, and it shall give notice of the meeting and post agendas as</p>	<p>ASSEMBLY L. GOV. Two-Year Bill</p> <p>Must be moved out of the Assembly by January 31<sup>st</sup></p>	<p>WATCH</p>

<p><b><u>AB 703</u></b> <b><u>(Continued)</u></b></p>	<p>otherwise required. In addition, the bill requires the legislative body that uses teleconferencing must implement a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, consistent with the federal Americans with Disabilities Act.</p>		
<p><b><u>AB 1401</u></b> <b><u>(Friedman D)</u></b> Residential and commercial development: parking requirements.</p>	<p>AB 1401 was held on the Senate Appropriations Committee's Suspense File and will not be moving forward this year.</p> <p>As amended, AB 1401 prohibits local governments in counties with a population of 600,000 or more from imposing or enforcing a minimum automobile parking requirement for residential, commercial, and other developments if the parcel is located within one-half mile walking distance of a "major transit stop."</p> <p>In counties with a population less than 600,000, any city within that county with a population of 75,000 or more is also prohibited from imposing parking minimums on development within one-quarter mile of a major transit stop.</p> <p>As "Major transit stop" is defined in the bill to be a site containing any of the following:</p> <ul style="list-style-type: none"> <li>(a) An existing rail or bus rapid transit station.</li> <li>(b) A ferry terminal served by either a bus or rail transit service.</li> <li>(c) The intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods.</li> </ul> <p>AB 1401 also adds to the major transit stop definition; a major transit stop that is included in a regional transportation plan. Prior versions of the bill also included "high quality transit corridors," but this reference has been removed.</p>	<p>SENATE APPR – Held on Suspense File</p>	<p>WATCH</p>

<p><b><u>ACA 1</u></b>  <b>(Aguiar-Curry D)</b>  Local government financing: affordable housing and public infrastructure: voter approval.</p>	<p>Identical to last session’s proposal, which NVTa supported, ACA 1 would lower the voter threshold for property tax increases, parcel taxes and sales taxes to 55% if the funds are used for affordable housing and infrastructure projects. This includes capital improvements to transit and streets and highways.</p> <p>However, ACA 1 does not allow for the 55% local measure to use the tax revenue for transit operations.</p>	<p>ASSEMBLY LOC GOV</p>	<p>Support</p>
<p><b><u>SB 674</u></b>  <b>(Durazo D)</b>  Public Contracts: workforce development: transportation-related contracts.</p>	<p>SB 674, until January 1, 2027, requires the Labor and Workforce Development Agency (LWDA) to create the California Jobs Plan Program and the United States Jobs Plan Program. The intent of the bill is to incentivize more high-quality transportation, manufacturing, and infrastructure jobs through the public contracting process.</p> <p>The Assembly Appropriations Committee amended SB 674 to specify participation by local transportation entities would be optional. However, the bill would still apply to purchases made by Caltrans. These amendments and concerns likely expressed by the Administration resulted in the author making it a two-year bill. Senator Durazo intends to work with opposition during the interim to reach a consensus on the bill.</p> <p>Previously, the author has accepted several amendments to address concerns expressed by CalACT and CTA, such as requiring FTA approval before the new requirements start. However, significant concerns remain regarding how this program would be implemented, the ability to verify the promises made are achieved, and the likelihood of procurement delays due to a rise in award protests.</p>	<p>ASSEMBLY FLOOR  Inactive File</p>	<p>WATCH</p>