



625 Burnell Street
Napa, CA 94559

*******Special Meeting*******

Agenda - Final

**Wednesday, August 19, 2020
11:00 AM**

MEETING LOCATION: REFER TO COVID-19 SPECIAL NOTICE

NVRTA Board of Directors

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

PUBLIC MEETING GUIDELINES FOR PARTICIPATING VIA PHONE/VIDEO CONFERENCE

Consistent with Executive Orders No. N-25-20 and N-29-20 from the Executive Department of the State of California and Napa County's Shelter in Home Order issued March 18, 2020 and further extended, a physical location will not be provided for the Napa Valley Transportation Board of Directors meeting. The public is invited to participate telephonically or electronically via the methods below:

To observe the meeting by video conference, click on (or copy and paste) the following link at the noticed meeting time: <https://zoom.us/join> and enter meeting ID 997 5007 2830.

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

To observe the meeting by phone, call 1 (669) 900-6833 at the noticed meeting time, then enter Meeting ID 997 5007 2830. When asked for the participant ID or code, press #.

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How to Submit a Public Comment

1. Members of the public may submit a public in writing by emailing info@nvta.ca.gov by 11 a.m. on the day of the meeting with PUBLIC COMMENT identified in the subject line of the email. For comments to be read into record, emails with the equivalent of a maximum of 3 minutes shall contain in the subject line "Public Comment-Not on the Agenda" or "Public Comment-Agenda Item # (include item number)". All written comments should be 350 words or less, which corresponds to approximately 3 minutes of less of speaking time. All other written comments received will still be provided to the Board of Directors and be included as part of the meeting record.
2. To comment during a virtual meeting (Zoom), click the "Raise Your Hand" button to request to speak when Public Comment is being taken on the Agenda item. You will be unmuted when it is your turn to make your comment for up to 3 minutes. After allotted time, you will be re-muted.

Instructions for how to "Raise Your Hand" are available at: <https://support.zoom.us/hc/en-us/articles/205566129-Raise-Hand-In-Webinar>.

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

This Agenda shall be made available upon request in alternate formats to persons with a disability. Persons requesting a disability-related modification or accommodation should contact Karrie Sanderlin, NVTA Board Secretary, at (707) 259-8633 during regular business hours, at least 48 hours prior to the time of the meeting.

Translation Services: If you require a translator to facilitate testimony to the NVTA, please contact Karrie Sanderlin, NVTA Board Secretary, at (707) 259-8633 no later than 48 hours in advance of the scheduled meeting.

This Agenda may also be viewed online by visiting the NVTA website <https://legistar.com/Calendar.aspx>.

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. Roll Call
3. Pledge of Allegiance
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 item, they are approximate and intended as estimates only and may be shorter or longer as needed.

9. CONSENT AGENDA ITEMS (9.1-9.2)

**9.1 Approval of Meeting Minutes of July 15, 2020 (Karrie Sanderlin)
(Pages 7-12)**

Recommendation: Board action will approve the meeting minutes of July 15, 2020.

Estimated Time: 11:10 a.m.

Attachments: [Draft Minutes](#)

**9.2 Approval of Resolution No. 20-16, Resolution of Local Support
Authorizing the Filing of an Application for Funding Assigned to
MTC and Committing Any Necessary Matching Funds and Stating
Assurance to Complete the Project (Danielle Schmitz) (Pages
13-20)**

Recommendation: Board action will authorize the filing of an application for funding under the Sub-Housing Incentive Pool (Sub-HIP) Program for the Imola Park and Ride Project.

Estimated Time: 11:10 a.m.

Attachments: [Staff Report](#)

10. REGULAR AGENDA ITEMS

- 10.1 Resolution No. 20-17 Approving the California Environmental Quality Act (CEQA) Mitigated Negative Declaration and Adopting the Mitigation Monitoring and Reporting Program for the Napa Valley Vine Trail: St. Helena to Calistoga Section (Rebecca Schenck) (Pages 21-67)**

Recommendation: Board action will approve the CEQA Mitigated Negative Declaration and adopt the Mitigation Monitoring and Reporting Program for the Napa Valley Vine Trail Project: St. Helena to Calistoga Section.

Estimated Time: 11:10 a.m.

Attachments: [Staff Report](#)

- 10.2 Approval of Napa Valley Transportation Authority (NVTA) Agreement No. 20-14 Financial Advisory Services (Antonio Onorato) (Pages 68-104)**

Recommendation: Board action will authorize the Executive Director to execute, and make minor changes, to NVTA Agreement No. 20-14 with KNN Public Finance for financial advisory services to secure Transportation Infrastructure Finance and Innovation Act (TIFIA) credit assistance in an amount not to exceed \$112,750.

Estimated Time: 11:30 a.m.

Attachments: [Staff Report](#)

12. ADJOURNMENT

- 12.1 Approval of Next Regular Meeting of Wednesday, September 16, 2020 at 1:30 p.m. and Adjournment**

Estimated Time: 11:45 a.m.

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, August 14, 2020.

Karalyn E. Sanderlin (e-sign) August 12, 2020
Karalyn E. Sanderlin, NVTA Board Secretary

Glossary of Acronyms

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

Glossary of Acronyms

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

**Napa Valley Transportation
Authority
Meeting Minutes - Draft
NVTB Board of Directors**

August 19, 2020
NVTB Agenda Item 9.1
Continued From: New
Action Requested: APPROVE

625 Burnell Street
Napa, CA 94559

Wednesday, July 15, 2020

1:00 PM MEETING LOCATION: REFER TO COVID-19 SPECIAL NOTICE

1. Call to Order

Chair Pedroza called the meeting to order at 1:35 p.m.

2. Roll Call

Leon Garcia
Jill Techel
Alfredo Pedroza
Paul Dohring
Mark Joseph
John F. Dunbar
Kerri Dorman
Belia Ramos
Liz Alessio
Gary Kraus
Beth Kahiga
Chris Canning
Geoff Ellsworth

3. Pledge of Allegiance

The Pledge of Allegiance was recited at the preceding NVTB-TA meeting.

4. Adoption of the Agenda

Motion MOVED by ALESSIO, SECONDED by GARCIA to APPROVE adoption of the agenda.

Motion carried by the following roll call vote:

Aye: 22 - Garcia, Techel, Pedroza, Dohring, Joseph, Dunbar, Dorman, Ramos, Alessio, and Kraus

Absent: 2 - Canning, and Ellsworth

5. Public Comment

None

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

MTC Commissioners Update

Alfredo Pedroza provided an update of recent MTC activities.

ABAG Update

Leon Garcia and Belia Ramos each provided an update of recent ABAG activities.

7. Director's Update

Kate Miller, Executive Director

- Announced that MTC released the Plan Bay Area 2050 Draft Blue Print and will be holding virtual meetings throughout the Bay Area. The meeting for Napa is scheduled for July 15th from 5:30-7:30 p.m. Information is available on the NVTA website or www.planbayarea.org.
- Announced that CalTrans is holding a State Route e7 virtual meeting on July 27th from 6-7:30 p.m. Information is available on the NVTA website.

8. Caltrans' Update

Kelly Hirschberg, Caltrans, provided an update on the status of various projects located in the county.

9. CONSENT AGENDA ITEMS (9.1 - 9.3)

At the request of Board member Dorman, Item 9.2 was pulled from consent for further discussion.

Motion MOVED by JOSEPH, SECONDED by DOHRING to APPROVE Consent Items 9.1 and 9.3.

Motion carried by the following roll call vote:

Aye: 22 - Garcia, Techel, Pedroza, Dohring, Joseph, Dunbar, Dorman, Ramos, Alessio, and Kraus

Absent: 2 - Canning, and Ellsworth

9.1 Approval of Meeting Minutes of June 17, 2020 (Karrie Sanderlin) *(Pages 9-14)*

Attachments: [Draft Minutes](#)

Board action approved the meeting minutes of June 17, 2020.

9.3 Approval of Resolution No. 20-15 Adopting the Napa Valley Transportation Authority's Public Transit Agency Safety Plan (Danielle Schmitz) *(Pages 270-300)*

Attachments: [Staff Report](#)

Board action approved adopting the NVTA Public Transit Agency Safety Plan.

10. REGULAR AGENDA ITEMS

9.2 Approval of Updates to NVTA Policy Manual in the Areas of Financial Management, Contracting and Procurement, Equal Employment Opportunity (EEO), and Personnel (Antonio Onorato) (Pages 15-270)

Attachments: [Staff Report](#)

After further discussion and clarification on the financial management policies, Board action approved the updated Financial Management, Contracting and Procurement, Equal Employment Opportunity (EEO), and Personnel Policies.

Motion MOVED by JOSEPH, SECONDED by ALESSIO to APPROVE and authorize the executive director to make minor modifications to the updated policies in the areas of Financial Management, Contracting and Procurement, Equal Employment Opportunity (EEO), and Personnel Policies. Motion carried by the following roll call vote:

Aye: 22 - Garcia, Techel, Pedroza, Dohring, Joseph, Dunbar, Dorman, Ramos, Alessio, and Kraus

Absent: 2 - Canning, and Ellsworth

10.1 Napa Valley Community Based Transportation Plan (CBTP) (Danielle Schmitz) (Pages 301-304)

Attachments: [Staff Report](#)

The NVTA Board released the draft CBTP at the June 17th Board meeting. At that time, staff provided a detailed presentation to the board to elicit comments. Comments received on the Plan at the Board meeting have been incorporated into the document.

Motion MOVED by GARCIA, SECONDED by KRAUS to APPROVE adoption of the Final Napa Valley Community Based Transportation Plan. Motion carried by the following roll call vote:

Aye: 22 - Garcia, Techel, Pedroza, Dohring, Joseph, Dunbar, Dorman, Ramos, Alessio, and Kraus

Absent: 2 - Canning, and Ellsworth

10.2 Approval of Amended Resolution No. 17-06 Revising the One Bay Area Grant Cycle 2 (OBAG 2) Program and Proposal to Address the Calistoga to St. Helena Vine Trail Funding Shortfall (Kate Miller) (Pages 305-314)

Attachments: [Staff Report](#)

Staff reviewed issues behind the request to amend Resolution No. 17-06 and move OBAG funds currently programmed to the Silverado Five-Way Intersection [City of Napa] to the Vine Maintenance Facility. The City of Napa supports the funding proposal providing that the NVTA board commits to prioritizing the Silverado Five-Way Project at an equivalent amount in future OBAG cycle(s).

Motion MOVED by GARCIA, SECONDED by DUNBAR to APPROVE (1) Revising the One Bay Area Grant Cycle 2 (OBAG 2) Program to move \$2 million Congestion Mitigation and Air Quality (CMAQ) funds currently programmed to the Silverado Five-Way Intersection to the Vine Maintenance Facility by adopting Amended Resolution 17-06; (2) Committing \$2 million in funding from the One Bay Area Grant Cycle 3 (OBAG 3) or other future OBAG cycle to the Silverado Five-Way Project; and (3) Using \$2 million in Transportation Development Act (TDA) funds reserved for the Vine Maintenance Facility for the Calistoga to St. Helena Vine Trail Project. Motion carried by the following roll call vote:

Aye: 21 - Garcia, Techel, Pedroza, Dohring, Joseph, Dunbar, Ramos, Alessio, and Kraus

Nay: 1 - Dorman

Absent: 2 - Canning, and Ellsworth

10.3 NVTA Participation in the Metropolitan Transportation Commission's Clipper START Means-Based Transit Fare Pilot Program (Kate Miller) (Pages 315-318)

Attachments: [Staff Report](#)

Board action approved participation in the Clipper START pilot program.

Motion MOVED by KRAUS, SECONDED by TECHEL to APPROVE participation in the Clipper START Means-Based Transit Fare Pilot Program at the 20% discount level. Motion carried by the following roll call vote:

Aye: 22 - Garcia, Techel, Pedroza, Dohring, Joseph, Dunbar, Dorman, Ramos, Alessio, and Kraus

Absent: 2 - Canning, and Ellsworth

10.4 Approval of Napa Valley Transportation Authority (NVTA) Agreement No. 20-12 for Legal Services (Kate Miller) (Page 319-369)

Attachments: [Staff Report](#)

On May 27, 2020, NVTA released a request for proposals for legal services. A selection committee made up of two Board Members and the executive director evaluated the thirteen proposals that were received and selected four of the proposing firms to interview. Following discussions with the four firms, the selection committee was unanimous that it recommend to the NVTA Board awarding a 3-year contract with two (2) one-year options with its existing legal counsel, Sloan Sakai in an amount not to exceed \$375,000. Sloan Sakai's hourly rates are consistent with existing services.

Motion MOVED by DUNBAR, SECONDED by DORMAN to APPROVE authorizing the Executive Director to execute and make minor changes to Agreement No. 20-12 with Sloan Sakai Yeung & Wong LLP for legal services for a term of three (3) years with up to two (2) one-year options in an amount not to exceed \$375,000. Motion carried by the following vote:

Aye: 22 - Garcia, Techel, Pedroza, Dohring, Joseph, Dunbar, Dorman, Ramos, Alessio, and Kraus

Absent: 2 - Canning, and Ellsworth

10.5 Legislative and State Bill Matrix Update (Kate Miller) (Pages 370-381)

Attachments: [Staff Report](#)

The Board received the State Legislative update and approved the proposed support position on SB 288 as outlined in the State Bill Matrix.

Motion MOVED by DUNBAR, SECONDED by GARCIA TO APPROVE a SUPPORT position on SB 288 (Weiner). Motion carried by the following roll call vote:

Aye: 22 - Garcia, Techel, Pedroza, Dohring, Joseph, Dunbar, Dorman, Ramos, Alessio, and Kraus

Absent: 2 - Canning, and Ellsworth

11. FUTURE AGENDA ITEMS

The Board requested that the Napa Valley Vine Trail Coalition provide an overview of the 47-mile long trail, segments delivered to date, segments that are active, next segments to be completed or planned, and funding commitments and progress on raising funds.

12. ADJOURNMENT

12.1 Approval of Special Meeting on Wednesday, August 19, 2020 at 11:00 a.m. and Adjournment

The next meeting [special] meeting will be held on Wednesday, August 19, 2020 at 11:00 a.m.

Chair Pedroza adjourned the meeting at 2:50 p.m.

Karalyn E. Sanderlin, NVTA Board Secretary



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Imola Park and Ride Resolution of Local Support for the Sub-Housing Incentive Pool Program

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve the Imola Park and Ride Resolution No. 20-16 of Local Support for the Metropolitan Transportation Commission's (MTC) Sub-Housing Incentive Pool Program (sub-HIP).

EXECUTIVE SUMMARY

On May 20th, the NVTA Board approved submitting a letter of intent to the Metropolitan Transportation Commission to program the \$300,000 in sub-HIP funds to complete the funding package on the Imola Park and Ride project. MTC approved the sub-HIP funding for the Imola Park and Ride Project at the July 22 Commission meeting. NVTA must submit a Resolution of Support to receive the funding.

FISCAL IMPACT

None



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors

FROM: Kate Miller, Executive Director

REPORT BY: Danielle Schmitz, Director - Capital Development and Planning
(707) 259-5968 / Email: dshcmritz@nvta.ca.gov

SUBJECT: Resolution No. 20-16, Resolution of Local Support Authorizing the Filing of an Application for Funding Assigned to MTC and Committing Any Necessary Matching Funds and Stating Assurance to Complete the Project

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve Resolution No. 20-16 (Attachment 1) authorizing the filing of an application for funding under Sub-Housing Incentive Pool Program (sub-HIP) for the Imola Park and Ride Project.

COMMITTEE RECOMMENDATION

None

BACKGROUND

The Metropolitan Transportation Commission (MTC) administers the Housing Incentive Pool (HIP) program with a \$5 million set-aside (sub-HIP) dedicated to the North Bay counties. Solano Transportation Authority received \$4 million and the balance was distributed among the remaining North Bay counties. Napa County's share of this funding is \$300,000, which must be spent on projects in support of Priority Development Areas (PDAs) or Transit Priority Areas (TPAs).

The Napa Valley Transportation Authority (NVTA) issued a call for letters of interest in March 2020. NVTA did not receive any letters of interest from the City of Napa or American Canyon – the only two jurisdictions in county with PDAs. Subsequently, NVTA submitted a letter of intent to fund the Imola Park and Ride with the \$300,000 in sub-HIP funds. On July 22, the MTC approved programming of sub-HIP funding to the Imola Park and Ride. The project would revitalize a dilapidated park and ride and construct dedicated bus lanes on the on/off ramps of State Route (SR) 29 (adjacent to the park and ride) allowing for NVTA express buses to remain on system for passenger loading and alighting. The project would also construct passenger amenities, lighting, wayfinding

signage, bike and pedestrian access from the park & ride to the on/off ramps and upgrade the intersection signals to accommodate bus movements. The Imola Park and Ride is proximate to the City of Napa PDA, and two of the city's Communities of Concern (CoC). With the infusion of the sub-HIP funds, this project will be fully funded and could start construction in spring 2021.

ALTERNATIVES

The Board could not adopt the Resolution of Support and the project would be short the \$300,000 needed for construction.

STRATEGIC GOALS MET BY THIS PROPOSAL

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

Improving the Vine express bus operations will provide more affordable transportation solutions to ensure access to jobs, education, goods, and services for all members of the community

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

The project will improve the Vine express bus operations by reducing running times which will help increase mode share for transit, walking, and bicycling to 10% by 2035 and reduce vehicle miles traveled (VMT) by shifting trips to other modes.

ATTACHMENT

(1) Resolution No. 20-16 Resolution of Local Support for the Imola Park and Ride

Resolution of Local Support

Resolution No. 20-16

**Authorizing the filing of an application for funding assigned to MTC and
committing any necessary matching funds and stating
assurance to complete the project**

WHEREAS, the Napa Valley Transportation Authority (herein referred to as APPLICANT) is submitting an application to the Metropolitan Transportation Commission (MTC) for \$300,000 in funding assigned to MTC for programming discretion, which includes federal funding administered by the Federal Highway Administration (FHWA) and federal or state funding administered by the California Transportation Commission (CTC) such as Surface Transportation Block Grant Program (STP) funding, Congestion Mitigation and Air Quality Improvement Program (CMAQ) funding, Transportation Alternatives (TA) set-aside/Active Transportation Program (ATP) funding, and Regional Transportation Improvement Program (RTIP) funding (herein collectively referred to as REGIONAL DISCRETIONARY FUNDING) for the Imola Park and Ride (herein referred to as PROJECT) for the sub-Housing Incentive Pool Program (herein referred to as PROGRAM); and

WHEREAS, the United States Congress from time to time enacts and amends legislation to provide funding for various transportation needs and programs, (collectively, the FEDERAL TRANSPORTATION ACT) including, but not limited to the Surface Transportation Block Grant Program (STP) (23 U.S.C. § 133), the Congestion Mitigation and Air Quality Improvement Program (CMAQ) (23 U.S.C. § 149) and the Transportation Alternatives (TA) set-aside (23 U.S.C. § 133); and

WHEREAS, state statutes, including California Streets and Highways Code §182.6, §182.7, and §2381(a)(1), and California Government Code §14527, provide various funding programs for the programming discretion of the Metropolitan Planning Organization (MPO) and the Regional Transportation Planning Agency (RTPA); and

WHEREAS, pursuant to the FEDERAL TRANSPORTATION ACT, and any regulations promulgated thereunder, eligible project sponsors wishing to receive federal or state funds for a regionally-significant project shall submit an application first with the appropriate MPO, or RTPA, as applicable, for review and inclusion in the federal Transportation Improvement Program (TIP); and

WHEREAS, MTC is the MPO and RTPA for the nine counties of the San Francisco Bay region; and

WHEREAS, MTC has adopted a Regional Project Funding Delivery Policy (MTC

Resolution No. 3606, revised) that sets out procedures governing the application and use of REGIONAL DISCRETIONARY FUNDING; and

WHEREAS, APPLICANT is an eligible sponsor for REGIONAL DISCRETIONARY FUNDING; and

WHEREAS, as part of the application for REGIONAL DISCRETIONARY FUNDING, MTC requires a resolution adopted by the responsible implementing agency stating the following:

- the commitment of any required matching funds; and
- that the sponsor understands that the REGIONAL DISCRETIONARY FUNDING is fixed at the programmed amount, and therefore any cost increase cannot be expected to be funded with additional REGIONAL DISCRETIONARY FUNDING; and
- that the PROJECT will comply with the procedures, delivery milestones and funding deadlines specified in the Regional Project Funding Delivery Policy (MTC Resolution No. 3606, revised); and
- the assurance of the sponsor to complete the PROJECT as described in the application, subject to environmental clearance, and if approved, as included in MTC's federal Transportation Improvement Program (TIP); and
- that the PROJECT will have adequate staffing resources to deliver and complete the PROJECT within the schedule submitted with the project application; and
- that the PROJECT will comply with all project-specific requirements as set forth in the PROGRAM; and
- that APPLICANT has assigned, and will maintain a single point of contact for all FHWA- and CTC-funded transportation projects to coordinate within the agency and with the respective Congestion Management Agency (CMA), MTC, Caltrans, FHWA, and CTC on all communications, inquires or issues that may arise during the federal programming and delivery process for all FHWA- and CTC-funded transportation and transit projects implemented by APPLICANT; and
- in the case of a transit project, the PROJECT will comply with MTC Resolution No. 3866, revised, which sets forth the requirements of MTC's Transit Coordination Implementation Plan to more efficiently deliver transit projects in the region; and
- in the case of a highway project, the PROJECT will comply with MTC Resolution No. 4104, which sets forth MTC's Traffic Operations System (TOS) Policy to install and activate TOS elements on new major freeway projects; and
- in the case of an RTIP project, state law requires PROJECT be included in a local congestion management plan, or be consistent with the capital improvement program adopted pursuant to MTC's funding agreement with the countywide transportation agency; and

WHEREAS, that APPLICANT is authorized to submit an application for REGIONAL DISCRETIONARY FUNDING for the PROJECT; and

WHEREAS, there is no legal impediment to APPLICANT making applications for the funds; and

WHEREAS, there is no pending or threatened litigation that might in any way adversely affect the proposed PROJECT, or the ability of APPLICANT to deliver such PROJECT; and

WHEREAS, APPLICANT authorizes its Executive Director, General Manager, or designee to execute and file an application with MTC for REGIONAL DISCRETIONARY FUNDING for the PROJECT as referenced in this resolution; and

WHEREAS, MTC requires that a copy of this resolution be transmitted to the MTC in conjunction with the filing of the application.

NOW, THEREFORE, BE IT RESOLVED that the APPLICANT is authorized to execute and file an application for funding for the PROJECT for REGIONAL DISCRETIONARY FUNDING under the FEDERAL TRANSPORTATION ACT or continued funding; and be it further

RESOLVED that APPLICANT will provide any required matching funds; and be it further

RESOLVED that APPLICANT understands that the REGIONAL DISCRETIONARY FUNDING for the project is fixed at the MTC approved programmed amount, and that any cost increases must be funded by the APPLICANT from other funds, and that APPLICANT does not expect any cost increases to be funded with additional REGIONAL DISCRETIONARY FUNDING; and be it further

RESOLVED that APPLICANT understands the funding deadlines associated with these funds and will comply with the provisions and requirements of the Regional Project Funding Delivery Policy (MTC Resolution No. 3606, revised) and APPLICANT has, and will retain the expertise, knowledge and resources necessary to deliver federally-funded transportation and transit projects, and has assigned, and will maintain a single point of contact for all FHWA- and CTC-funded transportation projects to coordinate within the agency and with the respective Congestion Management Agency (CMA), MTC, Caltrans, FHWA, and CTC on all communications, inquires or issues that may arise during the federal programming and delivery process for all FHWA- and CTC-funded transportation and transit projects implemented by APPLICANT; and be it further

RESOLVED that PROJECT will be implemented as described in the complete application and in this resolution, subject to environmental clearance, and, if approved, for the amount approved by MTC and programmed in the federal TIP; and be it further

RESOLVED that APPLICANT has reviewed the PROJECT and has adequate staffing resources to deliver and complete the PROJECT within the schedule submitted with the project application; and be it further

RESOLVED that PROJECT will comply with the requirements as set forth in MTC programming guidelines and project selection procedures for the PROGRAM; and be it further

RESOLVED that, in the case of a transit project, APPLICANT agrees to comply with the requirements of MTC's Transit Coordination Implementation Plan as set forth in MTC Resolution No. 3866, revised; and be it further

RESOLVED that, in the case of a highway project, APPLICANT agrees to comply with the requirements of MTC's Traffic Operations System (TOS) Policy as set forth in MTC Resolution No. 4104; and be it further

RESOLVED that, in the case of an RTIP project, PROJECT is included in a local congestion management plan, or is consistent with the capital improvement program adopted pursuant to MTC's funding agreement with the countywide transportation agency; and be it further

RESOLVED that APPLICANT is an eligible sponsor of REGIONAL DISCRETIONARY FUNDING funded projects; and be it further

RESOLVED that APPLICANT is authorized to submit an application for REGIONAL DISCRETIONARY FUNDING for the PROJECT; and be it further

RESOLVED that there is no legal impediment to APPLICANT making applications for the funds; and be it further

RESOLVED that there is no pending or threatened litigation that might in any way adversely affect the proposed PROJECT, or the ability of APPLICANT to deliver such PROJECT; and be it further

RESOLVED that APPLICANT authorizes its Executive Director, General Manager, City Manager, or designee to execute and file an application with MTC for REGIONAL DISCRETIONARY FUNDING for the PROJECT as referenced in this resolution; and be it further

RESOLVED that a copy of this resolution will be transmitted to the MTC in conjunction with the filing of the application; and be it further

RESOLVED that the MTC is requested to support the application for the PROJECT described in the resolution, and if approved, to include the PROJECT in MTC's federal TIP upon submittal by the project sponsor for TIP programming.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Board of Directors of the Napa Valley Transportation Authority, at a special meeting held on August 19, 2020, by the following vote:

Alfredo Pedroza NVTA Chair

Ayes:

Nays:

Absent:

ATTEST:

Karalyn E. Sanderlin, NVTA Board Secretary

APPROVED:

DeeAnne Gillick, NVTA Legal Counsel



NAPA VALLEY TRANSPORTATION AUTHORITY

COVER MEMO

SUBJECT

Resolution No. 20-17 Approving the California Environmental Quality Act (CEQA) Mitigated Negative Declaration and adopting the Mitigation Monitoring and Reporting Program for the Napa Valley Vine Trail: St. Helena to Calistoga Section

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVRTA) (1) approve Resolution 20-17 adopting the Napa Valley Vine Trail Project – St. Helena to Calistoga Segment California Environmental Quality Act (CEQA) for the Mitigated Negative Declaration and (2) direct staff to file a Notice of Determination for the CEQA document.

EXECUTIVE SUMMARY

On June 17th 2020, the NVRTA Board approved the release of the Draft Initial Study/Mitigated Negative Declaration (IS/MND) for the Napa Valley Vine Trail Project – St. Helena to Calistoga. The public comment period ended on July 27, 2020 and NVRTA addressed these comments in a Response to Comments Appendix included with the Final IS/MND. A Mitigation Monitoring and Reporting Program has been prepared to ensure CEQA compliance during project implementation. Following NVRTA Board approval of the adoption of the IS/MND, staff will file a Notice of Determination for the CEQA document.

FISCAL IMPACT

None



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors

FROM: Kate Miller, Executive Director

REPORT BY: Rebecca Schenck, Principal Planner
(707) 259-8636 / Email: rschenck@nvta.ca.gov

SUBJECT: Resolution No. 20-17 Approving the California Environmental Quality Act (CEQA) Mitigated Negative Declaration and Adopting the Mitigation Monitoring and Reporting Program for the Napa Valley Vine Trail: St. Helena to Calistoga Section

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) (1) approve Resolution 20-17 (Attachment 1) adopting the Napa Valley Vine Trail Project – St. Helena to Calistoga Section California Environmental Quality Act (CEQA) for the Mitigated Negative Declaration (Attachment 2) and adopting the Mitigation Monitoring and Reporting Program and (2) direct staff to file a Notice of Determination for the CEQA document.

COMMITTEE RECOMMENDATION

None

BACKGROUND

The California Department of Transportation (Caltrans) granted NVTA's request to be CEQA Lead Agency for the Napa Valley Vine Trail: St. Helena to Calistoga Section (Project) in June of 2019. NVTA conducted the studies and assessed the environmental impacts of the Project. The Public Review Draft of the CEQA Initial Study/Mitigated Negative Declaration was prepared with the assistance of Kimley Horn in June of 2020 and a Public Notice of Intent to Adopt CEQA findings was published on June 26, 2020 with a public comment period closing on July 27, 2020.

Description

The Project would consist of an approximately 6.8-mile Class I bicycle and pedestrian trail within St. Helena and Napa County. The Napa Valley Vine Trail: St. Helena to

Calistoga project would be located within California Department of Transportation (Caltrans) right of way (ROW), State Park lands, existing easements, and easements to be granted from property owners. The St. Helena to Calistoga project would begin in St. Helena at the intersection of Pratt Avenue and State Route (SR) 29 at postmile (PM) 29.244 and extend to the north end where it would terminate at Dunaweal Lane east of SR 29 at PM 35.308 near the city limits of Calistoga.

The proposed path would be 10-feet wide with 2-foot shoulders for a total width of 14 feet in most locations, narrowing to a lesser width (minimum 8 feet) in constrained locations. In most locations the Vine Trail would be an asphalt trail installed over aggregate base, with gravel shoulders. With exception of a portion of Vine Trail through Bothe-Napa Valley State Park, most of the proposed Vine Trail would be on the east side of SR 29. Most of the Vine Trail would be separated from SR 29, though a few portions of the proposed Vine Trail would occur on the shoulder of SR 29.

An additional segment called the Fair Way Path Extension would be constructed at the same time as the proposed project. The Fair Way Extension would be a 0.6-mile Class I trail that extends north from an existing segment of the Napa Valley Vine Trail, from Washington Avenue in Calistoga to the intersection of Fair Way and Lincoln Avenue in Calistoga (east of SR 29 and approximately between PM 36.45 to 37.22). The Fair Way Path Extension was previously analyzed under CEQA and a Mitigated Negative Declaration has been approved by the City of Calistoga's Planning Commission (PC Resolution 2014-29; November 26, 2014).

CEQA Environmental Impacts

In accordance with the California Environmental Quality Act (CEQA) (California Public Resources Code [PRC] §21000 et seq.) and the State CEQA Guidelines (California Code of Regulations [CCR], Title 14, §15000 et seq.), the Initial Study/Mitigated Negative Declaration (IS/MND) was prepared to evaluate the potential environmental effects associated with the construction and operation of the proposed Napa Valley Vine Trail St. Helena to Calistoga Section. This IS/MND includes a description of the proposed Project; an evaluation of the Project's potential environmental impacts; the findings of the environmental analyses; and recommended standard conditions and mitigation measures to lessen or avoid the project's potential significant adverse impacts on the environment.

Based on the environmental checklist form completed for the proposed Project and supporting environmental analysis, the Project would have no impact or a less than significant impact on the following environmental issue areas: aesthetics, air quality, energy, greenhouse gas emissions, hydrology, land use, mineral resources, population and housing, public services, recreation, transportation, utilities and service systems, and wildfire. The proposed Project's impacts on the following issue areas would be less than significant with the implementation of mitigation: agriculture, biological resources, cultural resources, geology and soils, hazards, noise, and tribal cultural resources. All impacts would be less than significant after mitigation. As set forth in the State CEQA Guidelines

Section 15070, an Initial Study leading to a Mitigated Negative Declaration (IS/MND) can be prepared when the Initial Study has identified potentially significant environmental impacts but revisions have been made to the project, prior to public review of the Initial Study, that would avoid or mitigate the impacts to a level considered less than significant, and there is no substantial evidence in light of the whole record before the public agency that the project may have a significant effect on the environment.

Comments were received on the IS/MND from the California Department of Forestry and Fire Protection (CALFIRE), Napa Valley Vine Trail Coalition and local residents and property owners. A total of 11 entities or people made comments regarding environmental issues. Staff and Kimley Horn worked closely with affected agencies and jurisdictions to address the comments. These comments were addressed in a Response to Comments Appendix included with the Final IS/MND. A Mitigation Monitoring and Reporting Program has been prepared to ensure CEQA compliance during project implementation. Following NVTB Board approval of the adoption of the IS/MND, staff will file a Notice of Determination for the CEQA document.

Next Steps

Caltrans, the lead agency under the National Environmental Quality Act (NEPA), will move forward with a Categorical Exclusion (CE) under CFR 771.117(c)(3) construction of bicycle and pedestrian lanes, paths and facilities. Once a CE is adopted under NEPA, the Project will move forward with right-of-way certification and finalize the design.

ALTERNATIVES

- 1) Delay the adoption of the IS/MND until a later date. This alternative would delay the Project schedule and could compromise \$6.1 million in Active Transportation Program funds.
- 2) Decide not to adopt the IS/MND. This alternative would result in the Project not moving forward at this time and result in delays that could result in losing the Active Transportation Program grant funds.

STRATEGIC GOALS MET BY THIS PROPOSAL

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

The Vine Trail is a critical project that supports alternative transportation for individuals who may not have the income or the ability to drive an automobile.

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

This segment of the Vine Trail will allow bikers and walkers to safely navigate from St. Helena to Calistoga on a Class I bike path – separated from automobile traffic.

ATTACHMENTS

- (1) Resolution No. 20-17
- (2) CEQA Initial Study/Mitigated Negative Declaration Napa Valley Vine Trail: St Helena to Calistoga Section <https://www.nvta.ca.gov/vinetrail>
- (3) Responses to Public Comments Initial Study/Mitigated Negative Declaration Napa Valley Vine Trail: St Helena to Calistoga Section
- (4) Mitigation Monitoring and Reporting Plan

RESOLUTION No. 20-17

**A RESOLUTION OF THE
NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA)
APPROVING THE CALIFORNIA ENVIRONMENTAL
QUALITY ACT MITIGATED NEGATIVE DECLARATION AND ADOPTING
THE MITIGATION MONITORING AND REPORTING PROGRAM FOR
THE NAPA VALLEY VINE TRAIL: ST. HELENA TO CALISTOGA SECTION**

WHEREAS, the subject project is known as the Napa Valley Vine Trail: St. Helena to Calistoga Section; and

WHEREAS, the Napa Valley Vine Trail Project: St. Helena to Calistoga Section will construct a Class I bicycle and pedestrian trail from the intersection of Pratt Avenue and State Route 29 (SR 29), through Napa County, to the Calistoga City limit on Dunaweal Lane at the intersection of an existing segment of the Vine Trail; and

WHEREAS, an Initial Study was prepared for the Napa Valley Vine Trail Project: St Helena to Calistoga Section (Project) pursuant to California Environmental Quality Act (CEQA) and it was determined that a Mitigated Negative Declaration should be prepared; and

WHEREAS, the Initial Study/Mitigated Negative Declaration concluded that implementation of the Napa Valley Vine Trail Project: St. Helena to Calistoga Section would result in a number of potentially significant effects on the environment and identified mitigation measures that would reduce the significant effects to less-than-significant levels; and

WHEREAS, a Notice of Intent to adopt a Mitigated Negative Declaration was prepared and circulated for public review pursuant to CEQA guidelines on June 26 2020, and the NVTA independently reviewed the mitigated negative declaration and considered written and public comments on the proposed Napa Valley Vine Trail Project: St. Helena to Calistoga Section received through July 27, 2020 together with any additional comments received by the NVTA Board through August 19, 2020; and

NOW, THEREFORE, BE IT RESOLVED, by the NVTA Board as follows:

1. The foregoing recitals are true and correct.
2. The Board has independently reviewed, analyzed, and considered the Initial Study/Final Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program, for the Napa Valley Vine Trail Project: St. Helena to Calistoga Section, together with public comments and the responses, and based on the foregoing, the Board hereby finds and determines that all environmental impacts of the Project with mitigation

measures are below a level of significance and there is no substantial evidence supporting a fair argument that the Project will have a significant effect on the environment.

3. The Board finds the Final Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program has been completed in compliance with CEQA and represents the independent judgment and analysis of NVTA as lead agency for the Project.

4. There Board considered the public comments received and determines that the minor revisions made to the Final Mitigated Negative Declaration do not require recirculation pursuant to CEQA Guidelines 15073.5(c)4.

5. The Board hereby approves the Initial Study/Final Mitigated Negative Declaration and adopts the Mitigation Monitoring and Reporting Program for the Napa Valley Vine Trail Project: St. Helena to Calistoga Section and are, by this reference, incorporated into this Resolution and adopted by this Board as Exhibits A and B as if fully set forth herein.

5. The NVTA Board hereby directs staff to file a notice of determination with the County of Napa and take all action necessary actions related to this approval.

Passed and Adopted the 19th day of August 2020.

Alfredo Pedroza, NVTA Chair

Ayes:

Nays:

Absent:

ATTEST:

Karalyn E. Sanderlin, NVTA Board Secretary

APPROVED:

DeeAnne Gillick, NVTA Legal Counsel

Appendix G

Response to Public Comments

1.0 Comments Received on the Draft Initial Study/Mitigated Negative Declaration and Responses

Table 1-1 lists the comments on the Draft Initial Study/Mitigated Negative Declaration. The assigned comment letter number, letter date, letter author, and affiliation, if presented in the comment letter or if representing a public agency, are also listed.

Table 1-1 List of Commenters

Comment Number	Individual or Signatory	Affiliation	Date
Local Agencies (LA)			
LA1	Steve Lederer	Napa County Public Works	June 29, 2020
LA2	Philip Sales	Napa Valley Vine Trail Coalition	July 21, 2020
LA3	Christina Snow	Department of Forestry and Fire Protection (CAL FIRE)	July 27, 2020
LA4	Michelle Squyer	California State Parks	June 26, 2020
General Public (GP)			
GP1	Kurt Kolhede	Individual	June 29, 2020
GP2	Don Scott	Individual	July 1, 2020
GP3	Shadow & Rana	Individual (The Queen's Apiary)	July 9, 2020
GP4	Vivian Lyman	Individual	July 9, 2020
GP5	Mike Quaglia	Individual	June 30, 2020
GP6	Dr. Madaiah Revana	Individual	July 24, 2020
GP7	Susan Blanco	Individual	July 7, 2020
GP8	T.J Dieveney	Individual	July 27, 2020
GP9	Robert Holder	Individual	July 12, 2020

2.0 Response to Comments

Written comments on the Draft Initial Study/Mitigated Negative Declaration are provided in Table 2.1 below. Original comment letters are provided following the Table. To assist in referencing comments and responses, the following coding system is used:

- Each comment letter is lettered (i.e., Letter GP [General Public] or Letter LA [Local Agency]), each comment within each letter is numbered (i.e., Comment GP1-1, Comment GP1-2, etc.), and each response is numbered correspondingly (i.e., Response GP1-1, Response GP1-2, etc.).

Table 2-1 Responses to Comments

Response Number	Response
LA1-1	As the commenter notes, some of the funds to maintain the Vine Trail could come from the Napa County Public Works Roads Department budgets. Napa County determines annually how to allocate funds in their capital improvements program. Funding maintenance of existing facilities, or a lack of funding, is not considered an impact under CEQA.
LA2-1	<p>Page 5 of the IS/MND says, “the trail would shift from the shoulder of SR 29 to the east of the Elm Tunnel at PM NAP 29.4. Pavers installed in the 1980’s immediately east of the Elm Tunnel would be removed and replaced with permeable pavement or similar design to meet ADA requirements and to allow water to pass through the trail surface to underlying soil.” The reference to the trail being west of the Elm Tunnel on Page 97 of the IS/MND is in error. The arborist was provided a copy of conceptual plans and was aware of the proposed location east of the Elm Tunnel during the site visit and preparation of the arborist report.</p> <p>Further consultation with the arborist confirmed that replacing pavers that currently form the path surface with asphalt paving would not negatively impact the Elm Tunnel trees. The primary potential to impact to the trees could come from grading activities to compact the soil surface to support the new paving. Soil compaction in this area was previously performed to install the existing pavers. Compacting the soil again is not likely to substantially change the soil environment. In addition, greater compaction is required to install permeable pavers as compared to an asphalt surface. Water infiltration into the soil would not be altered greatly by replacing the pavers with asphalt pavement, as runoff from the pavement will infiltrate to adjacent non-paved areas.</p>
LA3-1	Noted. NVTa will continue to coordinate with CAL FIRE as the project continues toward construction.
LA3-2	<p>Copies of the SHPO evaluation forms and requested cultural documents which identified relevant resources within the CAL FIRE property were sent to CAL FIRE on July 31, 2020 through August 7, 2020 for review. NVTa will continue coordination with CAL FIRE to facilitate their review of cultural documents.</p> <p>Throughout the entire project, including CAL FIRE property, the project design would avoid excavation into native subgrade where cultural resources are known to occur.</p>
LA3-3	See response to Comment LA3-2. Documents related to the eligibility determination for P-28-00454 along with SHPO concurrence for that resource were provided to CAL FIRE.
LA4-1	The project will comply with accessibility requirements where new trail would be constructed and applicable Shared Use Pathway guidelines where the trail would use existing park roads.
GP1-1	Project details and an exhibit on proposed work to occur in the area were provided to the commenter to address questions about the proposed trail in this location.
GP1-2	The truncated domes will be located on either side of the driveway entrance.

GP1-3	Along Dunaweal Lane on the west side of the bridge crossing, there would be up to three tree removals. These removals include a Colorado blue spruce with an 8" diameter at breast height (DBH), a Ponderosa Pine (28" DBH), and a Valley Oak (8" DBH). There would be some tree trimming along Dunaweal Lane.
GP1-4	There would be a retaining wall along Dunaweal Lane, in the vicinity of the pedestrian bridge. This retaining wall would vary in height, with a maximum height of 5 feet tall. The extent of the retaining wall can be seen in Figure 3I of the IS/MND.
GP1-5	See response to GP1-1
GP2-1	The commenter is correct that there are several trees located along Dunaweal Lane, and near the pedestrian bridge. See response to Comment GP1-3.
GP3-1	The Pedestrian Hybrid beacon would be reviewed and approved by Caltrans Traffic Operations to ensure the design meets Caltrans safety standards. Warning signs and beacons shall be mounted on overhead mast arm poles per CA MUTCD guidance on speed and roadside conditions. Advance warning signs and beacons would be included as required to meet applicable safety standards due to the high speed and rural nature of State Route 29 (SR 29), where a crossing may not be expected by motorists. Under the potential crossing treatment, average vehicular delay for mainline SR 29 vehicular traffic is projected to be on less than three seconds under existing peak hour traffic conditions. The delay could rise to between four and 10 seconds average peak hour delay if SR 29 vehicular traffic growth is consistent with levels projected by the STA / NCTPA model.
GP4-1	The response to this comment assumes that the 2 stop signs referenced in the comments are the Pedestrian Hybrid Beacons as no stop signs along SR 29 are otherwise proposed. Regarding safety and traffic delays along SR 29, see response to Comment GP3-1.
GP4-2	The project would create a multi-purpose trail, connecting to an existing portion of the Vine Trail system. As discussed in Section 4.20 of the IS/MND, the project would not exacerbate wildfire risk. The trail would run parallel to, and in some locations, on the SR 29 roadway. As such, the trail would be easily accessible by emergency service providers. The section of the Vine Trail would be maintained by Napa County, City of St Helena and Calistoga in each of the respective jurisdictions. Financial assistance for maintenance would be provided to the jurisdictions by the Napa Valley Vine Trail Coalition. Routine maintenance would be conducted to address litter and keep the trail maintained. This may include responding to homeless encampments should they occur along the trail. As is currently the case along this portion of SR 29, the Napa County Sheriff's Office, City of Calistoga and the City of St. Helena Police Departments would respond to concerns about illegal activity.
GP4-3	Comment noted.
GP5-1	The commenter is correct, the trail will terminate at Pratt and SR 29, as part of this project, and trail users will have to decide if they want to continue without a designated trail.
GP5-2	As project design has progressed, refinements to the trail alignment have been made to avoid and minimize potential impacts, and to optimize the user experience. The alignment presented in the IS/MND is what would be approved for construction. After further coordination with Caltrans, the project would cross the existing York Creek bridge. The trail would then continue along an improved sidewalk and end at the intersection of SR 29 and Pratt Ave. The trail would not continue east along Pratt Ave.

	See Figure 3A of the IS/MND. Trail users could continue on surface streets to downtown St. Helena. A future segment of the Vine Trail is proposed to connect this proposed project to other segments of the Vine Trail.
GP6-1	The commenter is correct, the trail would cross over the entrance to 2930 St Helena Highway, just north of Weinberg Road.
GP6-2	Safety improvements, such as signage consistent with MUTCD standards , will be installed at crossings to require cyclists to stop or yield. Additionally, ADA standard truncated domes will be installed to visually cue a crossing for trail users. Distance from the highway, geometry of the driveway opening, and lines of sight are all factored into the project design. These are reviewed by Caltrans to ensure they are consistent with current Plans and Specifications.
GP7-1	Comment noted.
GP8-1	See Response to GP6-2. The Silverado Trail is along the eastern side of the Napa Valley and provides bicycle and pedestrian access along the east side of the Napa River, which diverges further to the east of SR 29 as the Silverado trail moves north. Using the Silverado trail in lieu of the proposed project would not fully meet the purpose and need of the project, which is to provide access for bicyclists and pedestrians in the area along SR 29 between St. Helena and Calistoga.
GP9-1	See response to Comment GP3-1 and GP6-2.

3.0 Comment Letters

From: Lederer, Steven <Steven.Lederer@countyofnapa.org>

Sent: Monday, June 29, 2020 1:45 PM

To: Schenck, Rebecca <RSchenck@nvta.ca.gov>

Cc: Arias, Juan <Juan.Arias@countyofnapa.org>

Subject: Napa County Comment Regarding the Vine Trail Environmental Document

LA1-1

Under Public Services, the document should inform the public that the Vine Trail Coalition's estimate for maintaining the vine trail is \$12,000/mile/year. These funds are likely to come from Roads Department budgets, thus reducing funding for other roads maintenance, which may have impacts elsewhere in degraded roadways and traffic/transportation issues. While likely not rising to a "significant impact" under CEQA, the public should nonetheless be informed of this potential impact as a result of the project.

Steve Lederer

Napa County Public Works

From: Philip Sales <psales@vinetrail.org>
Sent: Tuesday, July 21, 2020 1:25 PM
To: Schenck, Rebecca <RSchenck@nvta.ca.gov>
Subject: Elm Tunnel Description

[External Email - Use Caution]

Rebecca

I have mentioned before that in the 1980s the City installed to interlocking pavers along the pathway on the Elm Tunnel to provide better air and water to the roots of the elm trees.

I have been reading through the IS/MND and there appears to be an error in reference to the Elm Tunnel on page 97. It refers to "The project would be located approximately 20 feet west of the St Helena Historic Elm Tunnel, thus would not result in any potential direct or indirect uses."

Actually the project is on the east side of the Elm Tunnel and will impact the roots of the trees. RSA+ 90% plans show 2" AC over 4" AB. Although the interlocking pavers are being removed the asphalt and base rock are being placed in that area and will compact and cut off air and water to the roots.

On page 97 states that "Impacts to the trees would be avoided, because design would be informed by an arborist ('s) report." However, the Consulting Arborist's report was not specific about the preservation methods and he obviously did not have access to the construction plans.

I had suggested at one of our meetings that permeable asphalt or even widening the path by replacing and resetting the interlocking pavers might be a solution.

There is a group from the St Helena Historical Society who are very active on Elm Tunnel issues and regularly meet with Caltrans re replacements and treating the trees for Dutch Elm Disease.

PHILIP SALES

Executive Director

NAPA VALLEY VINE TRAIL COALITION

707.252.3547 x200

OFFICE HOURS:

Monday-Thursday, 9am-5pm



From: Snow, Christina@CALFIRE <Christina.Snow@fire.ca.gov>
Sent: Monday, July 27, 2020 10:19 AM
To: Schenck, Rebecca <RSchenck@nvta.ca.gov>
Cc: Harris, Ben@CALFIRE <Ben.Harris@fire.ca.gov>; Lau, Albert@CALFIRE <Albert.Lau@fire.ca.gov>; Sjolund, Tena@CALFIRE <Tena.Sjolund@fire.ca.gov>; Parkes, Mike@CALFIRE <Mike.Parkes@fire.ca.gov>; Duggan, Mike@CALFIRE <Mike.Duggan@fire.ca.gov>; DeGraff, James@CALFIRE <James.Degraff@fire.ca.gov>; Jones, Shana@CALFIRE <Shana.Jones@fire.ca.gov>
Subject: Comments on the Draft Napa Valley Vine Trail Project - St. Helena to Calistoga IS/MND

[External Email - Use Caution]

Good morning Rebecca,

CAL FIRE has reviewed the subject MND. Based upon the project description and proposed trail alignment, the Napa Valley Vine Trail Section 4 would cross through the Sonoma-Lake-Napa Unit Headquarters property located at 1199 Big Tree Road in St. Helena.

The following comments are being submitted pursuant to CEQA for consideration:

- | | |
|-------|---|
| LA3-1 | <p>1. CAL FIRE is in the process of re-designing and expanding the headquarters on the subject property. It is imperative that the Napa Valley Transportation Authority continues to coordinate with CAL FIRE to ensure that operations onsite will not be impacted by the proposed trail. Such coordination may include items pertaining to the timing of onsite improvements, biological impacts, easement considerations, and operational constraints.</p> |
| LA3-2 | <p>2. The CAL FIRE Cultural Resources Program has not been afforded the opportunity to review or assess the adequacy of any cultural resource technical document(s) associated with this project. The proposed trail crosses CAL FIRE state property that has a previously recorded multi component prehistoric and historic archaeology site extending into the facility. CAL FIRE has not had an opportunity to assess the adequacy of the cultural resource investigation for compliance under Section 106 of the National Historic Preservation Act, the California Environmental Quality Act, or to address potential CAL FIRE obligations pursuant to Public Resource Code 5024, as it pertains to the state facility. The Napa Valley Transportation Agency is partnering with Caltrans on the federal component and has consulted with California State Parks on cultural resource regulatory compliance. CAL FIRE's Northern Region Cultural Resources Program requests copies of all affiliated technical cultural resource analysis documents and to review the document and fulfill any necessary PRC 5024 obligations. The CAL FIRE Northern Region Cultural Resources Program is unable to concur with CEQA impact significance determinations and findings without reviewing the cultural resource technical documentation associated with the Vine Trail.</p> |
| LA3-3 | <p>3. While it is understood that the previously recorded multi component prehistoric and historic archaeology site that extends into the CAL FIRE facility was found not eligible</p> |

for listing to the National Register of Historic Places by the State Historic Preservation Officer, **Table 4.5-1: Archaeological Sites Recorded within the Survey Area**, states under column **NRHP Evaluation Status** that P-28-00454 (CA-NAP-571/H) is “determined ineligible outside the BNVSP.” CAL FIRE is requesting further clarification on this statement.

If you have any questions regarding this email, please contact me at (916) 995-6044 or at christina.snow@fire.ca.gov.

Sincerely,

Christina Snow
Senior Environmental Planner
Technical Services
Department of Forestry and Fire Protection (CAL FIRE)
Office 916.324.1639
Fax 916.324.3400

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From: [Squyer, Michelle@Parks](mailto:Squyer,Michelle@Parks)
To: [Schenck, Rebecca](#)
Cc: [Kamerath, Marcy](#); [Jeremy Sill \(jsill@rsacivil.com\)](mailto:Jeremy.Sill@rsacivil.com); [Mishra, Sanjay](#); [Woodbury, John](#)
Subject: RE: Vine Trail alternative alignment
Date: Friday, June 26, 2020 3:23:27 PM
Attachments: [image002.jpg](#)

Hello Rebecca,

Thank you for the IS/MND and 4(f) documents.

For the two alignments under consideration through Bothe-Napa Valley State Park, State Parks has accessibility requirements with the grade. Before the design progresses, we hope the specification can be communicated. If there are profiles or contour designs that we can review before final design, we are happy to discuss. I know you had said there would be 90% drawings sometime in July?

Below are the specific comments from our Accessibility Review section.

LA4-1

Accessibility Section has determined that any new improvement to any portion of the proposed Napa Valley Vine Trail on any California State Park property must compliant with 5% or less running slopes and 2% or less cross slopes. If the proposed route(s) plan to use existing park roads as a route, there is no Accessibility requirement at this time. If and when improvements are planned for a road section that is designated as the route for the Napa Valley Vine Trail, those improvements would be required to comply with the most recent Accessibility Guidelines for Share Use Pathways at the time of the improvement.

If the only route options on any California State Park property potentially impact any natural, cultural, historical, etc. resource there are possible exemptions from complying with the accessibility requirements if documentation is provided.

I will watch for your ROE request.

Thank you,

Michelle P. Squyer
Planner/Project Manager
California State Parks
(415)328-2036 cell

From: KURT K <kwkolhede@gmail.com>

Sent: Monday, June 29, 2020 11:41 AM

To: Schenck, Rebecca <RSchenck@nvta.ca.gov>

Subject: Napa Valley Vine Trail Project- 1121 Dunaweal Lane - Parcel 020-180-020-000

[External Email - Use Caution]

Hi Rebecca

- GP1-1 | This project is going to impact me.... I live on Dunaweal (Trail Section 5 on the plans) - just before the bridge.
- GP1-1 | I talked with surveyors many months ago but I'm unclear as to what things will end up looking like where you 'span' the river by my property.
- GP1-2 | #1 I trust this will have no effect on the driveway access that serves the 4 houses on our gravel road - other than *truncated cones* on the driveway entrance. I think I can visual that I guess the biker will have to scale the rise from the Twomey drainage ditch up to the higher driveway elevation.
- GP1-3 | #2- I was told by a surveyor that to clear the path much of the trees outside my fence will be cut down. I don't have a problem with that but am concerned about privacy. I can probably deal with that via landscaping on the other side of my fence.
- GP1-4 | It sounded like there would also be a retaining wall- the 3.5ft size I recall.
- GP1-5 | Is there a drawing rendition of how this will look that can be worked up. The birdseye view on Panel 18 can't provide the detail I need. I would appreciate this and perhaps a visit from someone in your office to go over it with me

Thanks

Kurt Kolhede

1121 Dunaweal Lane

Calistoga

kwkolhede@gmail.com

510-415-5566 (Cell)

From: don@napanet.net <don@napanet.net>
Sent: Wednesday, July 1, 2020 5:39 PM
To: Schenck, Rebecca <RSchenck@nvta.ca.gov>
Subject: Vine Trail project

[External Email - Use Caution]

I live near Dunaweal Lane, and walk, bicycle, and jog down Dunaweal Lane almost every day. There is a very large oak tree at the southerly corner, near the river bank, where the bridge crosses Dunaweal.

GP2-1

I am concerned that your project will destroy that tree. I tried finding information in the Initial Study, and found nothing. I reviewed the study, and I searched "Dunaweal Lane" and I don't find any mention of that tree and what its future is.

Are your plans to cut down that tree?

Sincerely,
Don Scott
321 0274

Marcy see comment below. This probably falls into more of the design question. I am going to respond directly to Shadow and Rania with a video on Pedestrian Hybrid Beacons, but figure it can also be addressed in the RTC.

Rebecca

From: The Queen's Apiary <us@queensapiary.com>
Sent: Thursday, July 9, 2020 10:11 AM
To: Schenck, Rebecca <RSchenck@nvta.ca.gov>
Subject: Comment on Calistoga/St Helena vinetrail segment

[External Email - Use Caution]

Hello

We live on Tucker road near the proposed crossing at larkmead lane.

GP3-1

One major concern for us is that vehicles are given plenty of time and notification to come to a complete stop should someone activate the crosswalk stop light

The section of Highway 29 between Bothe and Peterson drive is very "open" and as a result vehicles consistently exceed the speed limit in this area, they should be given ample warning they need to come to a complete stop. Additionally please keep in mind that we have experienced many traffic accidents at and around the intersection of larkmead and highway 29.

Thank you

--

Shadow & Rana

The Queen's Apiary
us@queensapiary.com
(707) 968-7609

From: LuLii <mslulii@yahoo.com>
Sent: Thursday, July 9, 2020 4:18 PM
To: Schenck, Rebecca <RSchenck@nvta.ca.gov>
Subject: vine trail st helena

[External Email - Use Caution]

Hi Rebecca-

I live in the area where they want to put 2 stop signs in for the vine trail section and going through the state park.

Besides the toll of accidents that could happen due to backed up traffic on hwy 29.

The area near Ehlers lane has a hill coming down that you cannot see past the curve if there is backed up traffic you cannot see, will cause many accidents. Also the same next to bale lane coming from calistoga, blind turn.

But my main worry is that with all that is going on with the homeless population increasing in santa rosa and napa, we are getting increased homeless people here.

If you are not aware of the homeless crisis on the bike trail in Santa Rosa the Joe Radota Trail, please look it up.

I am afraid the homeless will come and take over this trail, with no security and no police officers can get to it.

With the heightened fire situation, it is very dry behind the park.

There is no talk of security and in the end, nobody will be using these trails if it gets overloaded with homeless and trash.

Please do not move forward with this one route.

Thanks so much for reading!

Vivian Lyman

From: mquaglia1933@outlook.com <mquaglia1933@outlook.com>
Sent: Monday, July 6, 2020 12:52 PM
To: Schenck, Rebecca <RSchenck@nvta.ca.gov>
Cc: Jan Keene <jankeene77@gmail.com>; Mishra, Sanjay <SMISHRA@nvta.ca.gov>
Subject: RE: Napa Valley Wine Trail St. Helena to Calistoga Segment

[External Email - Use Caution]

Thank You Rebecca,

These give us a much more detailed perspective of the project. I appreciate all of your assistance with this and I will keep an eye on the city of St. Helena with regard to the continuation of the path. Once again Thanks.

Mike

From: Schenck, Rebecca <RSchenck@nvta.ca.gov>
Sent: Monday, July 6, 2020 8:37 AM
To: mquaglia1933@outlook.com
Cc: Jan Keene <jankeene77@gmail.com>; Mishra, Sanjay <SMISHRA@nvta.ca.gov>
Subject: RE: Napa Valley Wine Trail St. Helena to Calistoga Segment

Mike,

Attached you will find more detailed drawings that are much more clear than Panel 1. It shows that we will hold the existing sidewalk line and all Vine Trail improvements will occur west of the existing sidewalk towards SR 29. As you can see in the attached engineering drawing, a corner of your property line extends onto the existing York Creek Bridge. We are not going to pave or make improvements on this corner of property (see note in drawing) and it will remain as is.

You are correct, the path will just end at Pratt and SR 29 as part of this project and bikers will have to decide if they want to continue riding without a designated trail. I believe the City of St. Helena is looking at options to continue the path into the City of St. Helena, but I am not up to date on their plans or the route. You could contact Erica Ahmann Smithies ESmithies@cityofsthenelena.org at the City of St. Helena for more information on the City's plans.

Thanks,
Rebecca

From: mquaglia1933@outlook.com <mquaglia1933@outlook.com>
Sent: Tuesday, June 30, 2020 2:12 PM
To: Schenck, Rebecca <RSchenck@nvta.ca.gov>
Cc: Jan Keene <jankeene77@gmail.com>
Subject: RE: Napa Valley Wine Trail St. Helena to Calistoga Segment

[External Email - Use Caution]

GP5-1

Thanks for the quick response and yes it does address most of our concerns. Just to confirm at this point in the project the trail will just end at Pratt and 29 ? So travelers will just decide on their own where to go from there or is there some preliminary plan in place to connect the trail to the South side of St. Helena? Will the improved sidewalk you mentioned from York Creek Bridge to Pratt ave be completed using the existing sidewalk as the drawing in Panel 1 actually make it look like it's in our front yard. I know that is probably not the case however I though I'd ask. Thanks again Rebecca for all of your time.

Mike

From: Schenck, Rebecca <RSchenck@nvta.ca.gov>
Sent: Tuesday, June 30, 2020 12:22 PM
To: mquaglia1933@outlook.com
Cc: Jan Keene <jankeene77@gmail.com>
Subject: RE: Napa Valley Wine Trail St. Helena to Calistoga Segment

Mike,

Thanks for the email and call. NVTA is planning to use the York Creek Bridge. We have gotten permission from Caltrans to make some minor modifications to the bridge make the Vine Trail work. The trail would then continue along an improved sidewalk and end at the intersection of SR 29 and Pratt Ave. It would not continue east along Pratt Ave. See PDF Page 20 (Panel 1) of the environmental document. I believe this address your families concern because the trail would not be in your father's backyard.

https://www.nvta.ca.gov/sites/default/files/St%20Helena%20to%20Calistoga%20Draft%20Initial%20Study%20Mitigated%20Negative%20Declaration%20_0.pdf

If you are interested, I can set up a Zoom call sometime between 2:30pm and 5pm today or another time at your convenience and we could look at the document together and I could answer any questions.

Thank you,
Rebecca

From: mquaglia1933@outlook.com <mquaglia1933@outlook.com>
Sent: Tuesday, June 30, 2020 10:06 AM
To: Schenck, Rebecca <RSchenck@nvta.ca.gov>
Cc: Jan Keene <jankeene77@gmail.com>
Subject: Napa Valley Wine Trail St.Helena to Calistoga Segment

[External Email - Use Caution]

Good Morning Rebecca,

My name is Mike Quaglia and I just left you a message regarding the Vine Trail. I am contacting you and behalf of my father, Raymond Quaglia, who owns the parcel on the Northeast corner of Hwy 29 and Pratt Ave which consists of a vineyard and two residences totally approximately 3 acres.

Several months ago we were approached by Mr. Minnick who provided us with a proposal of the location of the vine trail. At that time it was proposed that the trail, while running South along Hwy 29, would turn due east on the North side of the York Creek Bridge on Beringer property and run parallel to York Creek and eventually cross over the creek at the Beringer property line on the South Side of the creek. The trail would then continue along Beringer's and my father's property line to Pratt ave.. Mr. Minnick was not sure how the bicycle traffic would get from Pratt Ave. to downtown St. Helena. At that time I verbally told Mr. Minnick that we were in adamant opposition to the plan he had presented as we were in no way in favor of a public trail in my fathers backyard or adjacent to his house. I also contacted Debra Dommen of Beringer Winery to express our displeasure as their neighbor that they would propose a donation of their property for the trail in such close proximity to my fathers residence when there were a variety of different options available with the size of the Beringer parcel.

GP5-2

Now I have read the current description of the trail which is describing the trail as now crossing York Creek on Hwy 29 no longer adjacent to my father's residence. (We were previously told that could not happen due to the lack of width on the York Creek bridge). It also describes the St. Helena segment starting at Pratt and Hwy 29. Before making a public comment I would like to know for sure that the trail has scrapped the plan previously presented to us and I would like to know how will the traffic get from the corner of Pratt and Hwy 29 to downtown St. Helena?

Sorry for the rambling e mail but I felt it necessary for me to give you a little background on the situation. I look forward to your response as I would like to participate in the public comment period before the deadline. Thanks.

Mike Quaglia
707-287-8770

-----Original Message-----

From: MADALIAH REVANA <drrevana@icloud.com>

Sent: Friday, July 24, 2020 7:41 PM

To: Schenck, Rebecca <RSchenck@nvta.ca.gov>

Cc: John Gabelhausen <john@revanawines.com>; Phillip <phillip@revanawine.com>

Subject: Madaiah Revana Revana family vineyard and winery

[External Email - Use Caution]

GP6-1

Hello Rebecca this is Dr Madaiah Revana owner of Revana family vineyard / Winery 2930 St Helena HWY.

I am reaching out to you to let you know that I have Major concerns regarding the proposed Vine trail(bike lane). This runs right across our winery drive way.

GP6-2

As I am sure you are aware ,that average speed of the Vehicles driving past the winery is 55+ MPH. My guests pulling in and out of our drive way already have to take extra precautions.

I believe it is reckless and Extremely dangerous for the Napa county to approve the vine trail on this Very Very busy Highway. Anyone entering or leaving the winery will not only have to navigate the high speed of traffic , but also make sure they do not hit a cyclist. Is the county assume the liability for any accidents that result from this dangerous situation created? My concern is the safety and well being our visitors and staff. I am also very concerned about bicyclists. I believe it is inevitable that there will be a Major accident and very possibly loss of life. I am not in favor of this project. I will be available to discuss this matter with you in detail.

Sincerely

Dr Madaiah Revana

C 2815433160

Sent from my iPhone

Hall, Danae

From: Schenck, Rebecca <RSchenck@nvta.ca.gov>
Sent: Wednesday, July 8, 2020 8:33 AM
To: Kamerath, Marcy
Subject: Comment #5 FW: Napa Valley Wine Trail: St Helena to Calistoga

Categories: External

From: Susan Blanco <susanblanco1@gmail.com>
Sent: Tuesday, July 7, 2020 9:39 PM
To: Schenck, Rebecca <RSchenck@nvta.ca.gov>
Subject: Napa Valley Wine Trail: St Helena to Calistoga

[External Email - Use Caution]

To Ms. Rebecca Schenck:

GP7-1 | As a St Helena resident, I STRONGLY SUPPORT this trail project. My family loves to ride our bicycles around our beautiful valley and we have long awaited a pathway to safely travel between St Helena and Calistoga without being at the mercy of intoxicated tourists or speeding semis on Hwy 29 or Silverado Trail.

Please let me know if there is any other way in which I can show my support for this project.

Thank you-

Susan Blanco

1830 Quail Ct

St Helena

From: [Schenck, Rebecca](#)
To: [Kamerath, Marcy](#)
Subject: Comment 11 FW: Vine Trail
Date: Tuesday, July 28, 2020 8:50:50 AM

-----Original Message-----

From: T.J. Dieveney <dieveneytj@gmail.com>
Sent: Monday, July 27, 2020 8:00 PM
To: Schenck, Rebecca <RSchenck@nvta.ca.gov>
Subject: Vine Trail

[External Email - Use Caution]

Hi Rebecca,

I have a home on York Lane in St Helena. I am writing to support the Revana Winery Team's concerns that vehicle traffic and the added biking/walking volume that may come with the Vine Trail highlight safety challenges.

GP8-1

Is there a way to move the Vine Trail to the Silverado Trail as there is less winery volume and fewer homes along the Silverado Trail.

I do like that Napa County is connecting Napa to Calistoga for visitors and locals to walk/run/bike in a safe way.

Best,

T.J.

Sent from my iPad

From: rlholder <rlholder@aol.com>
Sent: Sunday, July 12, 2020 3:35 PM
To: Roberts, Nathan@DOT <Nathan.Roberts@dot.ca.gov>
Subject: Napa Vly Vine Trail - st Helena to Calistoga

EXTERNAL EMAIL. Links/attachments may not be safe.

How will the traffic signals for the two Hwy 29 crossings work. How much of a negative impact on traffic flow will these crossings cause. Lacking any information, I can only oppose the creation of these crossings.

—Robert Holder. 953 Galleron Rd. St Helena CA

GP9-1

Mitigation Monitoring and Reporting Plan

The California Environmental Quality Act (CEQA) requires that all public agencies establish monitoring and/or reporting procedures for mitigation measures adopted as conditions of approval in order to mitigate or avoid significant environmental impacts. This Mitigation Monitoring and Reporting Program (MMRP) has been developed to provide a vehicle by which to monitor mitigation measures outlined in the Napa Valley Vine Trail – St. Helena to Calistoga Section, State Clearinghouse No. 2020060572.

The mitigation measures provided in Table 1 below have been revised for further clarity from those provided in the June 2020 Draft Initial Study/Mitigated Negative Declaration (IS/MND) for the St. Helena to Calistoga Section. The same changes to the mitigation measures were made in the Final IS/MND with ~~striketrough~~ where text was removed, and underline where text was added. These revisions were for clarity only and do not represent any substantial changes to the project involving new or more significant impacts, nor any substantial changes in the conditions which the project is undertaken that would introduce new or more severe impacts, nor has there been any new information of substantial importance which would result in changes to the analysis and conclusions. Thus, determinations and conclusions in the Draft IS/MND remain the same in the Final IS/MND.

The Napa Valley Vine Trail Project MMRP has been prepared in conformance with Section 21081.6 of the Public Resources Code. Specifically, Section 21081.6 states:

- (a) When making findings required by paragraph (1) of subdivision (a) of Section 21081 or when adopting a mitigated negative declaration pursuant to paragraph (2) of subdivision (c) of Section 21080, the following requirements shall apply:
 - (1) The public agency shall adopt a reporting or monitoring program for the changes made to the project or conditions of project approval, adopted in order to mitigate or avoid significant effects on the environment. The reporting or monitoring program shall be designed to ensure compliance during project implementation. For those changes which have been required or incorporated into the project at the request of a responsible agency or a public agency having jurisdiction by law over natural resources affected by the project, that agency shall, if so requested by the lead or responsible agency, prepare and submit a proposed reporting or monitoring program.
 - (2) The lead agency shall specify the location and custodian of the documents or other material which constitute the record of proceedings upon which its decision is based.

CEQA Guidelines Section 15097 provides clarification with respect to mitigation monitoring and reporting requirements and guidance to local lead agencies on implementing strategies. The

reporting or monitoring program must be designed to ensure compliance during project implementation. The Napa Valley Transportation Authority (NVTa) is the Lead Agency for the Napa Valley Vine Trail – St. Helena to Calistoga Segment Project and is therefore responsible for implementing the MMRP. The MMRP has been drafted to meet the requirements of Public Resources Code Section 21081.6 as a fully enforceable monitoring program.

The MMRP is comprised of the Mitigation Program and includes measures to implement and monitor the Mitigation Program. The MMRP defines the following for each mitigation measure identified in Table 1. Mitigation Monitoring Reporting Plan:

- **Definition of Mitigation Measure (MM).** The mitigation measure contains the criteria for mitigation, either in the form of adherence to certain adopted regulations or identification of the steps to be taken in mitigation.
- **Responsible Party.** Unless otherwise indicated, the Applicant is the responsible party for implementing the mitigation measure, or a designated representative, is responsible for monitoring the performance and implementation of the mitigation measures.
- **Time Frame.** In each case, a time frame is provided for performance of the mitigation measure or the review of evidence that the specified mitigation measure has been implemented or taken place. The performance points selected are designed to ensure that impact-related components of project implementation do not proceed without establishing that the mitigation measure is implemented or ensured. All activities are subject to the approval of all required permits from agencies with permitting authority over the specific activity.

The numbering system in Table 1. Mitigation Monitoring Reporting Plan corresponds with the numbering system for Mitigation Measures used in the Draft IS/MND. The last column, “Sign-off” of the MMRP table will be used by the parties responsible for documenting when implementation of the mitigation measure has been completed. The ongoing documentation and monitoring of mitigation compliance will be completed by NVTa. The completed MMRP and supplemental documents will be kept on file at NVTa’s headquarters at 625 Burnell Street in Napa.

Mitigation Monitoring and Reporting Plan

The MMRP contained herein has been prepared to satisfy the requirements of CEQA as they relate to the Napa Valley Vine Trail: St. Helena to Calistoga Section IS/MND prepared by NVTa. This MMRP is intended to be used by Authority staff and mitigation monitoring personnel to ensure compliance with the mitigation measures identified in the IS/MND during project implementation.

The Napa Valley Vine Trail: St. Helena to Calistoga Section IS/MND presents a detailed set of mitigation measures that will be implemented throughout the lifetime of the project. Mitigation is defined by CEQA as a measure which:

- Avoids the impact altogether by not taking a certain action or parts of an action;

- Minimizes impacts by limiting the degree or magnitude of the action and its implementation;
- Rectifies the impact by repairing, rehabilitating, or restoring the impacted environment;
- Reduces or eliminates the impact over time by preservation and maintenance operations during the life of the project; or
- Compensates for the impact by replacing or providing substitute resources or environments.

Pursuant to Section 15126.4 of the CEQA Guidelines, mitigation measures must be fully enforceable through permit conditions, agreements, or other legally binding instruments. As noted above, the intent of the MMRP is to ensure the effective implementation and enforcement of adopted mitigation measures and permit conditions. The MMRP will provide for monitoring of construction activities as necessary and where applicable, in-the-field identification and resolution of environmental concerns.

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Table 1. Mitigation Monitoring Reporting Plan

Impact Number	Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
Agriculture and Forestry Resources				
MM AG-1	<p>To preserve state-designated Prime Farmland The project applicant shall procure a long-term preservation of state-designated Prime Farmland, Farmland of Statewide Importance and Unique Farmland at a ratio of one acre of existing farmland of equal or higher quality for each acre that would be converted to non-agricultural uses, as required by the Napa County General Plan Environmental Impact Report (EIR) and City of St. Helena General Plan of state-designated Prime Farmland, Farmland of Statewide Importance and Unique Farmland. Alternatively, the project applicant may prepare a Land Evaluation and Site Assessment (LESA) model to identify farmland to be preserved. that would be converted to non-agricultural uses. The LESA report shall be submitted to Napa County and City of St Helena for review and approval prior to issuance of the first grading permit for the project site. This protection Preservation may consist of the establishment of farmland easements or other similar mechanism. The farmland to be preserved shall be located within the County <u>for impacts to farmland within Napa County, and shall be located within the City of St. Helena for impacts to farmland within the City of St. Helena, to the extent feasible. and t</u>The preservation of such farmland shall occur prior to the conversion of the subject lands.</p>	Napa County	Post- Prior to issuance of Grading Permit Construction	
Biological Resources				
MM BIO-1	<p>Seasonal Work restrictions. The following seasonal work windows will be adhered to:</p> <ul style="list-style-type: none"> Napa River - Construction of the bridge crossing would occur between June 15 to October 15, to occur in the dry season, outside of the fall run and spawning period for Chinook and steelhead, and outside the period where FYF and WPT are likely to disperse to upland areas. 	United States Fish and Wildlife Service, California Department of Fish and Wildlife, Contractor	Construction	

	<ul style="list-style-type: none"> Tree removal that contains suitable nesting bat habitat – Removal must occur between March 15 to April 30 and Aug 15 to October 1, and as discussed further in MM BIO-12. All other tree removals - The MBTA limits vegetation clearing to the non-nesting season, from September 30 to January 31, to the extent possible. Vegetation removal work outside this window requires pre-construction nest clearance surveys by a biologist. 			
MM BIO-2	<p>Worker Environmental Awareness Training. Before the construction activities begin, a qualified biologist will conduct an education program for all construction personnel. The training will include a description of special-status species, including federal and state listed species and associated habitats with potential to occur in the BSA; the occurrence of the species within the project impact area; an explanation of the status of these species and protection under the FESA and CESA; the measures to conserve listed species and their habitats as they relate to the work site; and boundaries within which construction may occur. A fact sheet conveying this information will be prepared and distributed to all construction crews. Upon completion of the program, personnel will sign a form stating that they attended the program and understand all the AMMs and implications of the FESA and CESA.</p>	NVTA, Qualified biologist	Preconstruction	
MM BIO-3	<p>Environmentally Sensitive Area Fencing. Prior to the start of construction, specific project locations that are associated with listed species and sensitive habitats will be identified and designated as Environmentally Sensitive Areas (ESAs) using high-visibility orange fencing, flagging and signage, or silt fencing. These areas will be shown on project design plans or maps to be provided to construction personnel. A qualified biologist will conduct preconstruction surveys of these areas, including any temporary work areas that have potential for federal or state listed species to occur. Construction work areas include the active construction site and all areas providing support for the project including areas used for vehicle parking, equipment and material storage and staging, access roads, etc.</p>	NVTA, Qualified biologist, Contractor	Preconstruction, Construction	

	<p>Temporary work areas include the active construction site and all areas providing support for the project including areas used for vehicle parking, equipment and material storage and staging, access roads, etc. The ESA's will be monitored during active construction and the ESA fencing will remain in place throughout the duration of the project related construction activities to prevent the encroachment of construction equipment/personnel into sensitive areas. The bid package special provisions will clearly describe acceptable fencing material and prohibited construction-related activities, vehicle operation, material and equipment storage, and other surface-disturbing activities within ESAs. The final project plans would depict all locations where ESA fencing or flagging and signage would be installed. All hydrologic features within the BSA that have been identified as Waters of the State or Waters of the U.S. will be delineated as ESAs on project design plans and project-related activities, including water diversion, dredging, filling or grading would be prohibited.</p> <p>All equipment will be maintained such that there will be no leaks of automotive fluids such as gasoline, oils or solvents and a Spill Response Plan will be prepared.</p>			
MM BIO-4	<p>Waters and Wetlands Protection. Features within the BSA that have been identified as Waters of the State or Waters of the U.S. will be delineated on project design plans and designated as ESAs to be avoided during construction, except where allowed per Clean Water Act 404 permit and 401 Water Quality Certification.</p>	NVTA	Preconstruction	
MM BIO-5	<p>Avoidance of Entrapment. To prevent inadvertent entrapment of animals during construction, all excavated, steep-walled holes or trenches more than 1-ft deep will be covered at the close of each working day with plywood or other suitable material or provided with one or more escape ramps constructed of earth fill or wooden planks. Before such holes or trenches are filled, they must be thoroughly inspected for trapped animals.</p> <p>All replacement pipes, culverts, or similar structures stored in the project site overnight will be inspected before they are subsequently</p>	Contractor, Qualified biologist	Construction	

	moved, capped and/or buried. If at any time a special status species is discovered, the Resident Engineer and Qualified biologist will be immediately informed. The animal will be allowed to move out of the area on its own volition or until the Qualified biologist notifies the Resident Engineer to resume work in the area.			
MM BIO-6	Tree protection. Vegetation and tree removal would be required to construct the trail. Trees would be replanted within the project area at a ratio consistent with local tree protection requirements for trees removed within local agency jurisdiction, Caltrans requirements for trees removed within Caltrans ROW, and CDFW replanting requirements for trees removed within the riparian zone in CDFW's jurisdiction.	NVTA, Caltrans, California Department of Fish and Wildlife	Post construction	
MM BIO-7	Biological Monitor. A CDFW and USFWS-approved biologist will be present during construction-related activities in sensitive habitats as required by conservation measures in a Biological Opinion, Lake and Streambed Alteration Agreement, or Clean Water Act Section 404 permit. If special-status species are discovered during construction activities, the agency-approved biologist, through the Resident Engineer, will halt all work within 50 feet of the discovery and contact the appropriate agency to determine how to proceed.	NVTA, Qualified biologist	Construction	
MM BIO-8	Restoration of Disturbed Areas. All slopes or unpaved areas temporarily disturbed by the construction activities will be reseeded with native grasses and shrubs to stabilize and prevent erosion. The temporarily disturbed areas will be restored to pre-construction conditions to the maximum extent practicable. Where disturbance includes tree removal, native species will be replanted at ratios as described above.	NVTA, Qualified biologist, and Contractor	Post construction	
MM BIO-9	Storm Water Pollution Prevention Plan. NVTA would be required to prepare and a SWPPP in accordance with to Section 402 of the CWA and Caltrans' Construction General Permit (Order 2009-009-DWQ). The SWPPP shall incorporate best management practices (BMPs) to control sedimentation and runoff and address water quality on site. Protective measures would include the following:	NVTA, Contractor	Preconstruction, Construction, Post-Construction	

	<ul style="list-style-type: none"> • No discharge of pollutants from vehicle and equipment cleaning into any storm drains or watercourses. • Vehicle and equipment fueling and maintenance operations must be located away from watercourses, except at established commercial gas stations or established vehicle maintenance facility or staging areas with BMPs installed and maintained. • Concrete wastes would be collected in washouts and water from curing operations would be collected and disposed of properly. Neither will be allowed into watercourses. • Spill containment kits will always be maintained onsite at all times during construction operations. • Dust control measures will include a speed limit of 20 miles per hour in unpaved portions of the project, use of water trucks and organic tackifiers to control dust in disturbed areas, covering temporary access road entrances and exits with rock (rocking) or comparable stabilization techniques, and covering of temporary stockpiles when weather conditions require. • All food and food-related trash items will be enclosed in sealed trash containers and removed completely from the site at the end of each day. 			
MM BIO-10	<p>Species Specific Protections. To the extent practicable, in areas where WPT and FYF may occur, construction will be restricted to April 15 to October 15, when these species are least likely to disperse into upland habitat during dry hotter weather.</p> <p>Wildlife Exclusion Fencing (WEF). Prior to the start of construction, specific areas that may be in proximity of or adjacent to WPT and FYF habitat and may require exclusion fencing will be identified by a CDFW-approved biologist and shown on the project design plans. The installation of the fencing will be directed by the qualified biologist and the Resident Engineer based on habitat suitability. The bid_solicitation package special provisions will clearly describe acceptable fencing material and proper WEF installation and maintenance. The WEF will remain in place while construction</p>	NVTA, Qualified biologist, Contractor	Preconstruction, Construction	

	<p>activities are ongoing in the suitable habitat area and will be regularly inspected and maintained. The WEF will be completely removed upon completion of project-related activities within these areas and the areas returned to pre-construction condition.</p> <p>To prevent WPT and FYF from becoming entangled or trapped in erosion control materials, plastic mono-filament netting (i.e., erosion control matting) or similar material will not be used within the project site. Acceptable substitutes include coconut coir matting or tackified hydroseeding compounds.</p> <p>Preconstruction surveys will be conducted by a CDFW-approved biologist immediately prior to the initiation of initial ground disturbing activities (e.g., site mobilization, vegetation removal, and grading) within or adjacent to suitable WPT or FYF habitat. Visual encounter surveys will be conducted within areas subject to ground disturbing activities. All suitable aquatic and upland habitats, including refugia habitat such as under shrubs, downed logs, small woody debris, burrows, etc., will be thoroughly inspected.</p> <p>If WPT or FYF are observed during preconstruction surveys or during the course of active construction, all construction activities within 50 ft of the animals will be stopped until the CDFW-approved biologist may determine that project activities can be resumed without harming or injuring the animal(s).</p>			
MM BIO-11	<p>Pre-Construction Nesting Surveys. Grading or removal of nesting trees should be conducted from September 30 to January 31 to avoid the nesting bird and raptor season.</p> <p>If grading between September 30 and January 31 is infeasible and groundbreaking must occur within the nesting season, a pre-construction nesting bird survey of the grasslands and adjacent trees shall be performed by a qualified biologist within 7 days of groundbreaking. If no nesting birds are observed no further action is required and grading shall occur within one week of the survey to prevent “take” of individual birds that could begin nesting after the survey.</p>	Qualified biologist, California Department of Fish and Wildlife	Preconstruction	

	<p>If active bird nests are observed during the pre-construction survey, a disturbance free buffer zone shall be established around the nest tree(s) until the young have fledged, as determined by a qualified biologist. The radius of the required buffer zone can vary depending on the species, (i.e., 300 feet for raptors), determined by a qualified biologist in consultation with CDFW.</p> <p>To delineate the buffer zone around a nesting tree, orange construction fencing shall be placed at the specified radius from the base of the tree within which no machinery or workers shall intrude.</p> <p>After the fencing is in place there would be no restrictions on grading or construction activities outside the prescribed buffer zones.</p>			
MM BIO-12	<p>Roosting Bat Protection. A daytime bat habitat assessment should be conducted by a qualified bat biologist at least one year in advance of construction to evaluate the suitability of habitat in the existing Napa River bridge and in the trees to be removed.</p> <p>If no individual bats, bat habitat that may support bats or evidence of bats are present during the day, no further action is required. If individual bats, bat habitat that may support bats or evidence of bats are present, additional timing efforts would be required.</p> <p>To prevent disturbance to daytime roosting bats, if present, construction will occur outside the maternity season and winter torpor season. If no daytime habitat is present, as determined by the bat habitat assessment, then no seasonal limitations will apply to construction of the bridge over Napa River.</p> <p>For trees which would be impacted by the project and contain roosting bat habitat, tree removal would adhere to seasonal limits and follow a two-step process. Tree removal must only occur during seasonal periods of bat activity, between March 15 (or after evening temperatures rise above 45°F and/or rainfall and/or no more than 0.5 inches of rainfall within 24 hours occurs), and April 30, prior to parturition of pups. Tree removal can also occur between August 15 and about October 1 (or before evening temperatures fall below</p>	Qualified biologist	Preconstruction	

	<p>45°F and/or more than 0.5 inches of rainfall within 24 hours occurs). Tree removal shall be conducted under the supervision of a qualified bat biologist using a two-step process conducted over two consecutive days (e.g., Tuesday and Wednesday, or Thursday and Friday). With this method, small branches and small limbs not containing cavity, crevice or exfoliating bark habitat are removed with chainsaws or other similar tools. On Day 2, the remainder of the tree is removed.</p> <p>The disturbance caused by chainsaw noise and vibration, coupled with the physical alteration, has the effect of causing bats to abandon the roost tree after nightly emergence for foraging. Removing the tree the next day prevents re-habitation and re-occupation of the altered tree.</p> <p>Non-habitat trees and all other vegetation proposed for removal further than 25 feet from identified habitat trees may be removed immediately, using any suitable means that does not cause damage to the roosting tree.</p>			
Cultural Resources				
MM CUL-1	<p>Prior to initiating ground disturbing activities within the project area, construction personnel should be alerted to the possibility of encountering buried prehistoric or historic period cultural remains. Personnel should be advised that upon discovery of buried archaeological deposits, work in the immediate vicinity of the find should cease and a qualified archaeologist should be contacted immediately. Once the find has been identified, plans for the treatment, evaluation, and mitigation of impacts to the find shall be developed if it is found to be eligible for the National Register of Historic Places or the California Register of Historical Resources.</p>	NVTA, Qualified archeologist	Preconstruction	
MM CUL-2	<p>Archaeological resources unearthed by project construction activities shall be evaluated by a qualified archaeologist and Native American monitor. If the resources are Native American in origin, the tribe shall coordinate with the jurisdiction regarding treatment of these resources. The treatment plan established for the resources shall be in accordance with CEQA Guidelines Section 15064.5(f) for historical resources and PRC Section 21083.2(b) for unique</p>	NVTA, Qualified archeologist	Construction	

	archaeological resources. Preservation in place (i.e., avoidance) shall be the preferred manner of treatment. If preservation in place is not feasible, treatment may include implementation of archaeological data recovery excavations to remove the resource along with subsequent laboratory processing and analysis; provided no data recovery will be permitted to tribal cultural resources without prior consultation and consent of the Middletown.			
MM CUL-3	California Health and Safety Code Section 7050.5, State CEQA Guidelines Section 15064.5, and PRC Section 5097.98 mandate the process to be followed in the event of an accidental discovery of any human remains in a location other than a dedicated cemetery. California Health and Safety Code Section 7050.5 requires that in the event that human remains are discovered, disturbance of the site shall be halted until the coroner has investigated the circumstances, manner and cause of death, and the recommendations concerning the treatment and disposition of the human remains have been made to the person responsible for the excavation, or to his or her authorized representative, in the manner provided in PRC Section 5097.98. If the coroner determines that the remains are not subject to his or her authority and if the coroner recognizes or has reason to believe the human remains to be those of a Native American, he or she shall contact, by telephone within 24 hours, the Native American Heritage Commission.	NVTA, Napa County Coroner, Native American Heritage Commission	Construction	
Geology and Soils				
MM GEO-1	If buried paleontological materials are encountered during construction, it is Caltrans' policy that work stop in that area until a qualified paleontologist can evaluate the nature and significance of the find and excavation activities within a 100-foot radius of the find shall be temporarily halted or diverted. The certified paleontologist shall document any discoveries as needed in accordance with the Society of Vertebrate Paleontology standards and assess the significance of the find under the criteria set forth in CEQA Guidelines Section 15064.5. The paleontologist shall notify the NVTA to determine procedures that would be followed before construction activities are allowed to resume at the location of the find. If the NVTA determines that avoidance is not feasible, the	NVTA, Qualified paleontologist	Construction	

	paleontologist shall prepare an excavation plan for mitigating the effect of construction activities on the discovery.			
Hazards and Hazardous Materials				
MM HAZ-1	<p>Prior to construction, if deemed necessary, a Phase II Site Assessment shall be performed to further investigate hazardous material of concern surface soils along the project area for total lead. The Phase II Site Assessment shall be conducted by a California Professional Geologist and/or a California Professional Civil Engineer with experience in contaminated site investigation. General areas and contaminants of concern to be included in the Phase II Site Assessment include:</p> <ul style="list-style-type: none"> • Soil Investigation. Soil samples shall be collected prior to construction <u>and analyzed for total lead</u>. Soil analytical results shall be screened against the Regional Water Quality Control Board's (2013) Environmental Screening Levels (ESLs) to determine appropriate actions to ensure the protection of construction workers and shall also be screened against hazardous waste thresholds, including total lead, to determine soil management options. • Hazardous Materials <u>Aerially Deposited Lead</u> Management and Disposal. Based on the findings of the Phase II Site Assessment, special soil and groundwater management and disposal procedures for hazardous materials <u>aerially deposited lead</u> may need to be implemented. Specialized construction worker health and safety measures during construction may also need to be implemented. Recommendations for any special aerially deposited lead management and disposal procedures should <u>would</u> be included in the Phase II Site Assessment. 	NVTA, Professional geologist/engineer	Preconstruction	
Noise				
MM NOI-1	The following multipart measure shall be implemented to reduce construction noise impacts to a less-than-significant level:	Contractor	Construction	

	<ul style="list-style-type: none"> • All equipment shall have sound-control devices that are no less effective than those provided on the original equipment. No equipment shall have unmuffled exhaust. • All equipment shall be properly maintained and operated. The contractor shall implement appropriate additional measures to reduce noise when adjacent to receptor locations including but not limited to, changing the location of stationary construction equipment, using temporary noise barriers, and placing noise blankets around pile drivers. • Within 14 days of starting construction, the contractor shall notify adjacent residents in advance of construction of the work hours and scheduled work. • The construction contractor's specifications shall stipulate that noise generating construction activities not be allowed between the hours of 7:00 p.m. and 7:00 a.m. daily for unincorporated Napa County or City of Calistoga or at any time on Sunday or a legal holiday except when permitted by the governing Planning Director for an extreme situation. For the City of St. Helena, construction activities shall not be allowed between 5:00 p.m. and 8:00 a.m. Monday through Saturday. Although the delivery of materials/equipment, and cleaning and servicing machines/equipment is allowed between 7:00 a.m. and 6:00 p.m. • A Noise Control Plan shall be required of the construction contractor. The Plan would describe abatement measures to be utilized to comply with the noise regulations. The Plan shall also include a noise monitoring program to be implemented by the construction contractor. Special attention shall be given to minimizing noise effects near sensitive receptors. 			
Tribal Cultural Resources				
MM TCR-1	Prior to initial ground disturbance, NVTA shall, in consultation with Tribal Contacts, approve a Tribal Cultural Advisor. The Tribal Cultural Advisor will collaborate with project applicants to develop a monitoring plan for project related ground disturbing activities. Tribal monitoring shall be conducted by qualified tribal monitor(s)	NVTA, Tribal Cultural Advisor	Preconstruction	

	<p>approved by NVTa in consultation with Tribe Contacts. This individual(s) shall have experience with identification, collection and treatment of tribal cultural resources of value to the Tribe.</p> <p>The project applicant shall coordinate with Tribal Contacts, at least 45 days prior to commencing project-related ground disturbing activities to address specific notification, protection, treatment, care and handling of any discovered tribal cultural resources.</p> <p>Monitoring Frequency/Duration. All ground disturbing activities shall be monitored on a full-time basis by qualified tribal monitor(s) approved by NVTa, in consultation with the Tribe Contacts and supervised by the project Tribal Cultural Advisor. Duration and timing of monitoring will be determined by the project Tribal Cultural Advisor. Once ground disturbing activities are completed, the onsite tribal monitoring shall end monitoring activities or recommend that tribal monitoring be reduced to periodic spot-checking, if warranted. Tribal monitoring would be reinstated in the event of any new or unforeseen ground disturbances or discoveries.</p>			
MM TCR-2	Project-related ground disturbing activities are defined as soils testing requiring excavation, installation of concrete pilings, mechanical brush removal, rescrapes, pot-holing or auguring, boring, grading, trenching, foundation excavation, and any other activities requiring ground disturbance involving the moving of dirt or rocks with heavy equipment or hand tools within the project area.	NVTa, Tribal Cultural Advisor and/or Qualified archeologist	Construction	
MM TCR-3	Prior to initiation of ground disturbing activities, the applicant shall ensure that all on-site project personnel shall receive adequate cultural resource sensitivity training through the project's Worker Environmental Awareness Program (WEAP). This training shall be developed in collaboration with the project's Tribal Cultural Advisor or his or her authorized designee. The training shall ensure worker awareness of requirements regarding the protection of tribal cultural resources and the procedures to be implemented in the event that tribal resources are encountered. All training materials related to Tribal cultural resources shall be prepared in collaboration with the project's Tribal Cultural Advisor or his or her authorized designee and shall be confidential and excluded from public records.	NVTa, Tribal Cultural Advisor and/or Qualified archeologist	Preconstruction	

MM TCR-4	In the event that unanticipated tribal cultural resources are encountered during ground-disturbing activities, the project Tribal Cultural Advisor and tribal monitor(s) shall notify the project applicants by phone and may halt ground disturbance activities in the immediate area of discovery until further evaluation can be made in determining their significance and appropriate treatment or disposition.	NVTA, Tribal Cultural Advisor	Construction	
MM TCR-5	The Tribe shall have an opportunity to inspect and determine the nature of the discovered resources and the best course of action for further avoidance, protection and/or treatment of tribal cultural resources to the extent permitted by law. If a resource is determined to be a tribal cultural resource of value to the Tribe, the Tribe will coordinate with the project applicant to establish appropriate treatment and disposition of the resources with appropriate dignity; this could include reburial or preservation of resources. The project applicant shall facilitate and ensure that the determination of treatment and disposition by the Tribe is followed to the extent permitted by law. No laboratory studies, scientific analysis, curation, or video recording are permitted for tribal cultural resources without prior written consent of the Tribe.	NVTA, Tribal Cultural Advisor	Construction	



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Approval of Napa Valley Transportation Authority (NVTA) Agreement No. 20-14 for Financial Advisory Services with KNN Public Finance to secure a Transportation Infrastructure Finance and Innovation Act (TIFIA) credit assistance for the construction of the new Vine Transit Maintenance Facility

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director to execute Agreement No. 20-14 with KNN Public Finance.

EXECUTIVE SUMMARY

NVTA contracted with Public Finance Advisory Limited (PFAL) for financial advisory services with the tasks of engaging with the federal Build America Bureau (BAB) to submit a Letter of Interest (LOI) for financing the construction portion of the Vine Transit Maintenance Facility, and to assist with obtaining an indicative creditworthiness rating from Moody's Investment Services. Those tasks have been completed and the agreement has expired.

To continue the credit financing process, NVTA must enter into a new agreement to secure extended financial advisors to negotiate and secure a TIFIA loan. A review committee composed of NVTA staff determined that was the most qualified firm for the financial advisory portion of the agreement was KNN Public Finance based in Oakland, California.

As part of the procurement process, NVTA staff requested that the submitting financial firms also recommend legal counsel. Legal counsel is necessary to negotiate and validate the legality of the TIFIA debt structure. NVTA will negotiate a separate agreement for the Board's consideration at a future meeting.

FISCAL IMPACT

Not to exceed \$112,750 which includes a 10% contingency for minor scope changes, but does not include legal expenditures.



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Antonio Onorato, Director - Administration, Finance and Policy
(707) 259-8779 / Email: aonorato@nvta.ca.gov
SUBJECT: Approval of Napa Valley Transportation Authority (NVTA) Agreement No. 20-14 for Financial Advisory Services

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director to execute and make minor changes to Agreement No. 20-14 (Attachment 1) with KNN Public Finance for financial advisory services to secure Transportation Infrastructure Finance and Innovation Act (TIFIA) credit assistance in an amount not to exceed \$112,750.

COMMITTEE RECOMMENDATION

None

BACKGROUND

NVTA contracted with Public Finance Advisory Services (PFAL) for financial advisory services to engage with the Build America Bureau (BAB), submit a Letter of Interest (LOI) (Attachment 2) to assist with financing the construction of the Vine Transit Maintenance Facility, and to assist with obtaining an indicative creditworthiness rating from Moody's Investment Services (Attachment 3). Those tasks have been completed and the agreement has expired.

To continue the credit assistance process, a Request for Proposals was issued on July 7, 2020 for the specific task of securing a credit agreement with the Build America Bureau. Four proposals were received. The bidders were asked to demonstrate their knowledge and experience in successfully obtaining and securing credit financing through the TIFIA process. A review committee composed of NVTA staff unanimously determined that KNN Public Finance was the most qualified firm.

Financial advisors and attorneys specializing in the TIFIA credit assistance process is crucial to navigate the extremely complex requirements of obtaining a federal loan. NVTA is seeking to secure credit assistance of up to \$19 million, or 49% of total project costs, although the actual funds needed is expected to be less. This will ensure NVTA will have maximum financial flexibility to complete the project.

The current borrowing rate is $\frac{1}{2}$ of the comparable US Treasury rate of 1.22%, or 0.61% as of August 3, 2020. Any unused funds will be relinquished at no cost or penalties to the agency. This element differs from other lending firms, such as the State Infrastructure Bank, which assesses a significant penalty for early pre-payment of loans. Further, to alleviate cash flow issues, NVTA will request to make interest only payments for the first five (5) years of the 35 year loan. This element significantly reduces any risks associated with making the debt payment and few lending institutions provide this option.

As part of the RFP process, NVTA staff requested that proposing financial advisors also recommend legal counsel. Legal counsel will act similarly to bond counsel to ensure that the TIFIA debt structure terms and agreements will not conflict with any laws, regulations, or policies associated with the funding that NVTA staff is proposing to pledge (Transportation Development Act funds) to make the debt payment on the TIFIA loan. Once the financial advisor agreement is in place, NVTA staff will negotiate for legal services to support this effort and will present the agreement to the board for its consideration at a future meeting.

ALTERNATIVES

The agency could forgo the use of industry experts to negotiate and secure a TIFIA loan. However, staff does not have the technical knowledge nor expertise to pursue the type of complex financing arrangement that will result in a federal loan agreement. Seeking other funds would delay the project indefinitely.

STRATEGIC GOALS MET BY THIS PROPOSAL

Goal 3: Use taxpayer dollars efficiently.

TIFIA funds will supplement the budget for Vine Transit Maintenance Project. The assistance is highly desirable since assistance provides a number of attractive features such as low interest financing and waiver of most, if not all, origination and underwriting fees.

ATTACHMENT

- (1) NVTA Agreement No. 20-14
- (2) Letter of Interest for RRIF and TIFIA Credit Assistance
- (3) Moody's Investors Service Indicative Ratings Letter for NVTA

NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA)**AGREEMENT NO. 20-14**

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2020, by and between the Napa Valley Transportation Authority, a joint powers agency under the laws of the State of California, hereinafter referred to as “NVTA”, and KNN Public Finance, LLC, whose mailing address is 1300 Clay Street, Suite 1000, Oakland, CA 94612, a Limited Liability Company registered in doing business in the State of California, hereinafter referred to as “CONTRACTOR”;

RECITALS

WHEREAS, NVTA wishes to obtain specialized financial consulting and advisory services to assist with securing a Rural Project Initiative (RPI) Transportation Infrastructure Finance and Innovation Act (TIFIA) credit assistance offered through the US Department of Transportation’s (DOT) Build America Bureau (BAB); and

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

TERMS

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

(a) **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on June 30, 2021, unless earlier terminated as provided herein, except that the obligations of the parties under “Insurance” and “Indemnification” shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to NVTA shall also continue after said expiration date or early termination in relation to the obligations prescribed by “Confidentiality,” “Taxes,” and “Access to Records/Retention”).

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

3. **Compensation.**

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

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

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of **not to exceed \$102,500** for professional services and expenses; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered.

4. **Method of Payment.**

(a) Invoices. All payments for compensation shall be made only upon presentation by CONTRACTOR to NVTa of an itemized billing invoice in a form acceptable to the NVTa Manager of Finance which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or, where compensation is on a per-task basis, a description of the tasks completed during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the approved hourly or task rate. CONTRACTOR shall submit invoices not more often than every 30 days to NVTa Accounts Payable at 625 Burnell Street, Napa, CA 94559 or electronically to ap@nvta.ca.gov, who after review and approval as to form and content, shall submit the invoice to the NVTa Director Administration, Finance and Policy no later than fifteen (15) calendar days following receipt.

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

5. **Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, NVTa employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided,

however, that NVTA may monitor the work performed by CONTRACTOR. NVTA shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

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

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

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

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

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

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

3. Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on hired, leased and

non-owned vehicles used in conjunction with CONTRACTOR's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence. In the event that CONTRACTOR becomes the owner of any vehicles used in conjunction with CONTRACTOR's business during the term of this Agreement, CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement comprehensive automobile liability insurance covering such owned vehicle or vehicles.

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

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, NVTA's Risk Manager, which approval shall not be denied unless the NVTA's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONTRACTOR by this Agreement. At the option of and upon request by NVTA's Risk Manager if it is determined that such deductibles or retentions are unreasonably high,

either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects NVTA, its officers, employees, agents and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

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

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

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

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

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

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

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

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

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

NVTa

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

CONTRACTOR

David Leifer
Senior Managing Director
1300 Clay Street, Suite 1000
Oakland, CA 94612

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

under this Agreement, which would interfere with compliance or induce violation of these policies by NVTA employees or contractors.

(a) NVTA Policy for Maintaining a Harassment Free Work Environment effective November 18, 2015.

(b) NVTA Drug and Alcohol Policy adopted by resolution of the Board of Directors on November 18, 2015.

(c) Napa County Information Technology Use and Security Policy adopted by resolution of the Napa County Board of Supervisors on April 14, 2005. To this end, all employees and subcontractors of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the NVTA computer network shall sign and have on file with NVTA prior to receiving such access the certification attached to said Policy.

(d) NVTA System Safety Program Plan adopted by resolution of the Board of Directors on November 18, 2015.

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

17. **No Assignments or Subcontracts.**

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

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

such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

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

19. **Interpretation; Venue.**

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

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

20. **Compliance with Laws.** CONTRACTOR shall observe and comply with all currently applicable Federal, State and local laws, ordinances, and codes, including but not limited to the Federal laws contained in Attachment 1, and as amended from time to time. Such laws shall include, but not be limited to, the following, except where prohibited by law:

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

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

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

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

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

22. **Access to Records/Retention.** NVTa, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where

longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records for at least seven (7) years after NVTA makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later.

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

24. **Conflict of Interest.**

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

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

25. **Non-Solicitation of Employees.** Each party agrees not to solicit for employment the employees of the other party who were directly involved in the performance of the services hereunder for the term of this Agreement and a period of six (6) months after termination of this Agreement except with the written permission of the other party, except that nothing in this Paragraph shall preclude NVTA from publishing or otherwise distributing applications and information regarding NVTA job openings where such publication or distribution is directed to the general public.

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

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

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

29. **Entirety of Contract.** This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

30. **Extensions Authorized.** The Executive Director is delegated authority to execute amendments to extend the term of this Agreement, if needed from time to time.

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

“NVT A”

“CONTRACTOR”
KNN Public Finance, LLC

By _____
KATE MILLER, Executive Director

By _____
DAVID LEIFER, Senior Managing Director

Approved as to Form	
By:	_____
	NVT A General Counsel
Date:	_____

EXHIBIT A

SCOPE OF SERVICES

- I. **GENERAL.** CONTRACTOR shall perform specialized financial consulting and advisory services to assist NVTa with securing a Rural Project Initiative (RPI) Transportation Infrastructure Finance and Innovation Act (TIFIA) credit assistance offered through the US Department of Transportation's (DOT) Build America Bureau (BAB), credit assistance, and other government funding sources (regional, state, and federal) needed to fund the construction of its capital project (Bus Maintenance and Transit Yard).
- II. **DELIVERABLE SERVICES.** CONTRACTOR shall provide NVTa at minimum, but not limited to, the following services to secure the TIFIA loan:
- CONTRACTOR shall review preliminary work performed by NVTa.
 - CONTRACTOR shall gather all necessary intelligence required to familiarize themselves with the loan process and its capital project by means of research, conference calls, research, review of various documents such as reports, presentations and/or other available documentation.
 - CONTRACTOR shall establish communication and consult with BAB staff to ensure application status is still valid, meets statutory requirements, and if previously submitted documents need to be re-submitted.
 - CONTRACTOR shall confirm and obtain, in writing, a fee waiver due to NVTa's official RPI status.
 - CONTRACTOR shall remain in close communication with BAB staff throughout the process to facilitate a seamless and efficient application process to meet NVTa's aggressive project construction timeline.
 - CONTRACTOR shall engage and recommend a preferred and well-qualified financial legal advisor to assist with the application process. Any services provided by a law firm or attorney must be reviewed and approved in writing, in advance by NVTa. *NVTa will contract with the recommended firm for financial legal advisory services separately..*
 - CONTRACTOR shall prepare and provide an oral presentation of the project to NVTa staff and potentially the NVTa Board upon completion of DOT's review of the Letter of Interest and receipt of Preliminary Rating Opinion Letter. The presentation may include a project overview along with the financial plan followed by a question and answer session.
 - CONTRACTOR shall follow DOT's instructions and guidance if/when the request is made.
 - CONTRACTOR shall prepare and submit the complete application with all its required documents to the DOT/BAB by their established timeline. CONTRACTOR shall remain engaged with staff for possible follow-up questions.

- CONTRACTOR shall submit any requested documentation during the final review phase and provide any other language or feedback to DOT/BAB staff, if contacted. DOT/BAB staff will prepare the evaluation and materials as well as make the recommendation to DOT Council and Credit.
- CONTRACTOR shall remain fully engaged, monitor, coordinate, negotiate, and seek best terms possible for NVTA until determination has been made by the Secretary.

Should there be additional actions required that have not been identified above, it is expected that the CONTRACTOR shall identify such additional and/or necessary steps, adhere to DOT/BAB guidance, and remain in constant communication with NVTA by providing updates and other information that may influence NVTA's outcome and future decision-making leverage.

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

EXHIBIT B

COMPENSATION RATES

CONTRACTOR's compensation rates of assigned team/staff members to provide services are:

KNN Project Budget

Project Phase	Estimated Hours*	Estimated Cost*
1 TIFIA Creditworthiness/Due Diligence		
a) Indicative Credit Rating Review and Credit Development	30 – 40	\$9,000 - \$12,000
b) Financing Team Assistance (i.e. Bond Counsel Onboarding and Collateral Agent Procurement)	10 – 15	\$3,000 - \$4,500
c) Cash Flow Model Update & Loan Sizing	20 – 30	\$6,000 - \$9,000
d) Project Presentation to Build America Bureau	30 – 40	\$9,000 - \$12,000
e) Legal & Financial Due Diligence Research & Response	15 – 25	\$4,500 - \$7,500
Subtotal Phase 1		\$31,500 - \$45,000
2 TIFIA Execution		
a) Term Sheet Negotiation	20 – 30	\$6,000 - \$9,000
b) Document Development and Review	30 – 40	\$9,000 - \$12,000
c) Weekly TIFIA Team Calls	25 – 35	\$7,500 - \$10,500
d) Board/Stakeholder Meetings & Preparation	15 – 20	\$4,500 - \$6,000
e) Debt Policy Development	10 – 15	\$3,000 - \$4,500
f) TIFIA Loan Closing	15 – 25	\$4,500 - \$7,500
g) Alternatives Analysis and Other Advisory Needs	10 – 20	\$3,000 - \$6,000
Subtotal Phase 2		\$37,500 - \$55,500
Total Phase 1 and Phase 2 Cost Proposal		\$69,000 - \$100,500

*Based on a blended hourly rate for KNN team members of \$300.

Other Indirect/Direct Costs: Mileage, airfare, or other travel to meetings, internal color copy print or outside copy print costs, courier or delivery charges, market data services, and conference call charges not to exceed

NTE \$2,000

TOTAL AMOUNT NOT TO EXCEED

\$102,500

Name	Role	Billing Rate*/hour
David Leifer	Project Oversight	\$345
Melissa Shick	Project Manager	\$320
Nedko Nedev	Quantitative Expertise & Senior Execution Support	\$295
Grant Carson	Execution & Analysis	\$250
Richard Kerrigan	As-Needed Advisor	\$320

*Such hourly rates would be subject to annual increases not to exceed three (3) percent per year following the first year of the Contract.

The total amount to be paid to the CONTRACTOR for the scope of work defined under EXHIBIT A shall not exceed the amount shown per task and/or the total amount shown under EXHIBIT B of \$102,500. Maximum payments under this Agreement shall not be construed as guaranteed sums.

Subject to Agreement, CONTRACTOR shall periodically invoice NVTA based on progress towards completion of each task/deliverables listed.

Optional or as needed work to be performed by CONTRACTOR and their associated costs must be approved by NVTA prior to performance.



Letter of Interest for RRIF and TIFIA Credit Assistance Fiscal Years 2018 - 2021

The Build America Bureau (the “Bureau”) administers the application processes for the Railroad Rehabilitation and Improvement Financing (“RRIF”) and Transportation Infrastructure Finance and Innovation Act of 1998 (“TIFIA”) credit programs. The Bureau has developed this form to be used as the letter of interest (“LOI”) to be used by persons seeking credit assistance from the Department.

Before submitting an LOI, however, a party seeking credit assistance from the Department should work with one of the Bureau’s project development leads, or “PDLs,” who will assist the party in determining project needs and the specific ways in which the Bureau can provide TIFIA and RRIF credit assistance. After a party has completed the initial consultation process with a PDL, and if the proposed project appears reasonably likely to be able to satisfy the eligibility requirements of the applicable credit program, the Department will request an LOI for the project.

A party seeking TIFIA credit assistance **must**, as required by 23 U.S.C. 602(a)(1)(A), submit an LOI to the Bureau as a prerequisite to submission of a credit application (“Application”). A party seeking RRIF credit assistance **is encouraged to** submit an LOI to the Bureau to present information about its organization and proposed project prior to submitting an Application. The Bureau may ask for additional supporting evidence, clarifying or quantifying details, or updates to previously submitted information at any time during the LOI review process.

Under the Paperwork Reduction Act of 1995, a federal agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The valid OMB control number for this information collection is [2105-0569]. The Department estimates that it will generally take applicants fewer than twenty (20) hours to assemble a single RRIF or TIFIA LOI. A party seeking credit assistance under both Bureau programs may submit a single completed form for both credit programs, except under certain circumstances. The party submitting this form will be referred to herein as the “Applicant.” The party proposed to enter into the credit instrument will be referred to herein as the “Borrower.”

Additional information about the application process is included as Appendix 1 to this form.

DETAILED GUIDANCE WITH RESPECT TO SPECIFIC SECTIONS OF THIS LOI FORM IS AVAILABLE IN THE BUREAU CREDIT PROGRAMS GUIDE. THE CREDIT PROGRAMS GUIDE CAN BE DOWNLOADED [HERE](#).

If you still have questions regarding how to complete this form, please contact the PDL assigned to your project or the Bureau at (202) 366-2300 or BuildAmerica@dot.gov.

Summary Information¹

Applicant Name: Napa Valley Transportation Authority (“NVTA”)

Project Name: Vine Transit Maintenance Facility (the “MF Project”)

Projects Location: Napa County, San Francisco Bay Area, CA

☒ **TIFIA** **Amount Requested:** up to \$19 million
Estimate of Eligible Project Costs: \$40.1 million
Credit Instrument Requested: TIFIA loan and fee assistance waiver

☐ **RRIF** **Amount Requested:** \$ Click or tap here to enter text.
Estimate of Eligible Project Costs: \$ Click or tap here to enter text.
Credit Instrument Requested: Click or tap here to enter text.

¹ Duplicate this box as necessary for master credit agreement requests.

**Letter of Interest for RRIF and TIFIA Credit Assistance** **Fiscal Years 2018 - 2021****Section A: Applicant Information**

Provide the following information about the Applicant.

☐ Check this box **if the Applicant is different from the Borrower** and duplicate Section A to provide information for the Borrower, to the extent known.

1. Legal Name and Principal Business Address:

Napa Valley Transportation Authority
625 Burnell Street
Napa, CA 94559-3420

2. Authorized Point of Contact: Provide the name, title, and contact information of the person authorized to be the point of contact for all matters related to this LOI.

- a. Name and Title: [Antonio Onorato, Director of Finance](#)
- b. Email Address: aonorato@nvta.ca.gov
- c. Telephone Number: (707) 259-8779
- d. Mailing Address (if different from principal business address) – include for both U.S. mail and courier purposes (*i.e.*, no P.O. Box) address:
[Click or tap here to enter text.](#)

3. Applicant Information.

- a. Chose an entity type: Local Authority
- b. If “Other”: [Click or tap here to enter text.](#)
- c. Freight railroads, please identify your revenue class: [Choose a Class.](#)
- d. Identify the date and place of incorporation or organization, legal and organizational structure, ownership structure, as applicable, and the state(s) or territory(ies) in which the Applicant does business. Provide a hyperlink to the Applicant’s web site, if available:
[The Napa Valley Transportation Authority \(NVTA\) is a Congestion Management Agency formed in 1998 as a joint powers agency of its six \(6\) member jurisdictions: the Cities of American Canyon, Calistoga, Napa, St. Helena, the Town of Yountville and the County of Napa. NVTA serves as the regional countywide transportation planning agency. Website: <https://www.nvta.ca.gov/about-us-page>. NVTA is also the public transit provider operating the Vine Transit System for the Napa County region. Website: \[www.vinetransit.com\]\(http://www.vinetransit.com\)](#)
- e. Provide an organizational chart showing the leadership structure as Attachment A-1. List financial, legal, and other advisors for the Project, as applicable.

4. If the Applicant is different from the Borrower, explain why the Applicant is submitting this form instead of the Borrower:

[Click or tap here to enter text.](#)

TIFIA Applicants Only**5. Private entities seeking TIFIA credit assistance** must provide the name, and a brief description of, the public entity sponsoring the Project for state/local planning purposes. See Section B.5 for more information.

[Click or tap here to enter text.](#)

RRIF Joint Venture Applicants Only



Letter of Interest for RRIF and TIFIA Credit Assistance Fiscal Years 2018 - 2021

6. If you selected “Joint Venture” in Section 3.a, provide the following information about the Joint Venture party that is eligible to apply for a RRIF loan (referred to in this section as the “JV eligible applicant”). See the [Credit Programs Guide](#) for more information.
- Identify the legal name and principal business address of the JV eligible applicant:
Click or tap here to enter text.
 - Identify the JV eligible applicant’s entity type:
Choose the JV eligible entity type
 - Identify the date and place of incorporation or organization, legal and organizational structure, ownership structure, as applicable, and the state(s) or territory(ies) in which the JV eligible applicant does business.
Click or tap here to enter text.
 - Provide a hyperlink to the JV eligible applicant’s web site, if available. Click or tap here to enter text.
 - Provide an organizational chart showing the leadership structure of the JV eligible applicant as Attachment A-2. List financial, legal, and other advisors for the Project, as applicable.
Click or tap here to enter text.
 - Provide the name, title, and contact information of the person authorized to be the point of contact for all matters related to this LOI.
Click or tap here to enter text.
 - Describe the nature of the Joint Venture relationship and any documentation supporting the existence of the Joint Venture relationship.
Click or tap here to enter text.
 - If your Joint Venture includes parties other than the Applicant and the JV eligible applicant, please describe them here.
Click or tap here to enter text.

Section B: Maintenance Facility Project Information

☐ Check this box if requesting a **master credit agreement** and duplicate this Section B for each project to be covered under the master credit agreement. For information about master credit agreements, see the [Credit Programs Guide](#).

☐ **TIFIA State Infrastructure Bank Projects:** Check this box if the Borrower will be a state infrastructure bank (SIB) seeking to capitalize or fund a rural projects fund with the proceeds of a secured TIFIA loan. See the [Credit Programs Guide](#) for more information about SIB projects. SIB Borrowers must provide the information required of this Section B for each project that the SIB anticipates offering a loan.

1. **Project Name.** Assign a short name to the Project, for purposes of identification.
Vine Transit Maintenance Facility (the “MF Project”)

2. **Project Location.**

- Describe the location of the Project. Wherever possible, identify: each city and/or county, Metropolitan Statistical Area (MSA), if applicable, and state in which the Project is located; the cities and/or counties and MSA that the Project will serve; any major highways, rail or transit routes intersecting the Project; and the Congressional districts impacted by the Project. If the Project will cross state lines, please provide the above information for each state impacted.

Napa County is a rural county located in the northern San Francisco Bay Area. Refer to the regional map in Attachment B-1. The proposed Project site land is owned by NVTa. It is located at 96 and 101 Sheehy Ct., at the terminus of Sheehy Court, west of its intersection with Devlin Road and 0.7 mile northeast of the Napa County Airport, in the Napa Valley Gateway Business Park, a 300-acre business park which accommodates a combination of industrial, warehouse and service retail in Napa County, California. The Project site is a vacant undeveloped lot approximately 351,965 square feet (8.08 acres) in total land area, comprised of one parcel to the north (101 Sheehy Ct. APN 057-250-025) that is 257,004 square feet (5.9 acres) and a smaller parcel to the south (96 Sheehy Ct. APN 057-250-036) that is 94,961 square feet (2.18



Letter of Interest for RRIF and TIFIA Credit Assistance **Fiscal Years 2018 - 2021**

acres). The site is about 6 miles south of the existing facility in the city of Napa. The site is regionally accessible from State Route 12 (SR12) and State Route 29, State Route 37 (SR37) and Interstate 80 (I80).

- b. Attach a vicinity map showing the Project's location, impacted cities and/or counties and states, and all major highways, rail or transit routes as Attachment B-1. Provide a high-level map of the Project showing major design elements as part of Attachment B-1.

See Attachment B-1

- c. ☒ Check this box if the Project is a surface transportation project located wholly or partially outside of an urbanized area with a population greater than 150,000 individuals, as determined by the U.S. Census Bureau. Provide information about the rural area in which the Project will be implemented and the population as determined in the latest Census.

The US Census Bureau Population estimates the population of Napa County, California as of July 1, 2017 to be 140,973 people, therefore, NVTa is eligible for rural credit assistance.

3. Eligible Project Costs.

- a. Provide an estimate for each of the total Project costs and the eligible Project costs, inclusive of any project development activities, professional services, and financing costs, as applicable, and including costs incurred to date: The MF Total Project Costs: \$40,080,000 of which \$5,600,000 has been incurred. It is anticipated that all project costs will be eligible for TIFIA loan.

See the [Credit Programs Guide](#) for a discussion of eligible costs for each credit program.

- b. Provide a high-level Project budget as Attachment B-2 that identifies the eligible project cost associated with all major work activities. If you are requesting that the Department include as an eligible project cost those project development or right-of way acquisition costs incurred or anticipated to be incurred prior to submission of an Application for Bureau credit assistance, those costs, per each work activity, should be separately identified in the Project budget.

See Attachment B-2.

4. Project Description.

- a. Provide a detailed Project scope, inclusive of all major functional elements and operations and maintenance. Describe all features to be constructed. Identify the anticipated useful life of the Project, the method of Project delivery, and the name of the entity or entities responsible to implement the Project.

The NVTa is planning to construct a new Vine Transit Maintenance Facility ("the MF Project"), which has an expected capital cost of approximately \$40.1 million (YOES). The MF Project consists of (1) a new bus maintenance building, (2) modern bus wash and bus storage area, and (3) administration offices and transit emergency operations center with a driver training facility. The purpose of the new bus maintenance, operations and administration facility is to replace NVTa's currently leased transit yard in the City of Napa, which is functionally obsolete for the current needs of the transit system and does not have sufficient space for daily operation, maintenance, and expansion of its transit fleet. The existing facility also cannot accommodate electric charging infrastructure for NVTa's new electric bus fleet.

The MF Project will be secured behind locked gates with access limited to Vine Transit and NVTa employees. The administration office and operations building will be a one-story building up to 30 feet maximum height built to Americans with Disabilities Act ("ADA"), California Building Code ("CBC") standards, and using LEED principals.

Two (2) proposed new parking areas will accommodate approximately 79 public transit vehicles of various sizes as well as 93 employee and visitor vehicles respectively. Four (4) of the 93 spaces for employee and visitor vehicles will be handicapped accessible spaces, as per Napa County code. Five (5) parking spaces will be provided for electrical vehicle charging. Four (4) spaces will be provided for short-term and six (6) long-term bicycle storage. The new structures and parking lots will occupy approximately 4.86 acres of the project site, including approximately 3.8 acres of parking and circulation areas, 31,504 square feet of building footprint, and 15,880 square feet of landscaping. The facility is planned to operate 24 hours a day seven days a week, and buses will be primarily



Letter of Interest for RRIF and TIFIA Credit Assistance Fiscal Years 2018 - 2021

operational between the hours of 5:00 AM and 8:00 PM with two (2) routes that operate beyond 9:00 PM returning to the yard between 10:00 PM and 11:00 PM. The evening and late night activity that would occur at the facility would be limited to the maintenance, fueling, and washing of buses.

Proposed design includes;

- Quality 31,504 sq. ft. facility with a 40 year useful life
- Includes six (6) service bays, chassis wash, paint and body bay and a modern bus wash
- Driver training center and meeting center so that staff briefings occur efficiently
- Transit Emergency Operations Center, which includes back up power for essential services for 72 hours. This is essential given the recent evacuations performed by the Vine bus fleet during the October 2017 wildfires.
- Ample parking for transit vehicles, employees and visitors
- 141kW photovoltaic power generation system that will provide all of the buildings with power with potential for expansion and battery storage capabilities.

- b. Provide a link to the Project web site, if any: <http://www.nvta.ca.gov/vtmf>
- c. Provide a high-level Project schedule, including milestones related to: planning, environmental review, design, procurement, construction, start of revenue service and anticipated receipt of any Federal financial assistance, including the credit instrument requested. Indicate the status of the Project within the schedule.

Project Schedule:

• Feasibility Study	December 2013
• Real Estate parcel purchases	September 2016
• Architecture/Engineering NTP	August 2017
• CEQA Environmental Impact Report	January 2018
• NEPA Categorical Exclusion	June 2019
• Construction Management NTP	June 2020
• Invitation to Bid	[September 2020]
• Bid Responses Due	[October 31, 2020]
• Construction Bidder Selection	[December 16, 2020]
• Notice to Proceed	[January 2021]
• Construction Timeline	[January 2021 to May 2022]
• Facility In-Service	[June 2022]

- d. ☐ Check this box if the Project is anticipated to be delivered as a **public-private partnership**. Describe the value-for-money (or comparable) analysis undertaken before deciding to advance the Project as a public-private partnership. TBD
- e. If you are requesting expedited processing, explain why your Application and Project are suitable candidates for expedited processing. See the [Credit Programs Guide](#) for more information.
Click or tap here to enter text.
- f. Identify all entities that are anticipated to contribute funding, real property, design or construction of discrete elements of Project scope, or other valuable consideration to the Project. Identify all entities currently entitled or anticipated to be entitled in the future to utilize the Project after substantial completion and the anticipated level of usage and maintenance responsibilities. Provide documentation and evidence of such contributions as Attachment B-3.

Funding sources identified:

FTA 5339a Formula: The Grants for Buses and Bus Facilities Program (49 U.S.C. 5339) makes federal resources available 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. Funding is provided through formula allocations.

Congestion Management Air Quality (CMAQ) funds flexed to FTA Section 5307: Federal Highway Administration Congestion Mitigation and Air Quality funds are included in the FAST Act under § 1114; 23



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U.S.C. 149. These funds are provided by the Metropolitan Transportation Commission under its One Bay Area Grant Cycle 2. These funds are available to reduce congestion and improve air quality for areas that do not meet National Ambient Air Quality for ozone, carbon monoxide or particulate (nonattainment areas). Transit capital projects are an eligible expense for this fund source.

Transportation Development Act (TDA) Funds: In 1971, TDA legislation was passed to provide funding to counties for transit and transportation purposes. This legislation improves existing public transportation services through a regional transportation plan. TDA is composed of two funding sources- Local Transportation Funds (LTF) and State Transit Assistance (STA).

Local Transportation Fund (LTF): Derived from a ¼ cent general sales tax collected statewide. The CA Dept. of Tax and Fee Administration, based on sales tax collected in each county, returns the general sales tax revenues to each county's LTF trust account. Each county then apportions the LTF funds to the transportation authority within the county.

State Transit Assistance (STA) funds: STA funds are appropriated by the legislature to the State Controller's Office (SCO). The SCO then allocates the tax revenue, by formula, to planning agencies. Statute requires that 50% of STA funds be allocated according to population and 50% be allocated according to transit operator revenues from the prior fiscal year. Operators have full discretion over the use of most of STA apportioned to them. Funds may be used by transit operators for both capital projects and transit operations.

Senate Bill 1 Local Partnership Program (SBI LPP): The Road Repair and Accountability Act of 2017 (Senate Bill 1) created the Local Partnership Program, which is modeled closely after the Proposition 1B State Local Partnership Program. The purpose of this program is to provide local and regional transportation agencies that have passed sales tax measures, developer fees, or other imposed transportation fees with a continuous appropriation of \$200 million annually from the Road Maintenance and Rehabilitation Account to fund road maintenance and rehabilitation, sound walls, and other transportation improvement projects.

Regional Measure 3 (RM3) funds: Voter approval of RM 3 raised tolls on the region's state-owned toll bridges by \$1 beginning Jan. 1, 2019. Tolls will rise by another \$1 in January 2022 with another \$1 increase in January 2025. Toll revenues will be used to finance a \$4.45 billion slate of highway and transit improvements in the toll bridge corridors and their approach routes. The expenditure plan has dedicated funding of \$100 million for a "North Bay Transit Access Improvements" capital program and \$20 million for "Regional Express Bus" operating program. NVTa is eligible to receive funds for capital and operations for these two funding components.

Operations: NVTa has a long term contract with Transdev Service Inc., an independent private corporation that operates the Vine Transit system. NVTa has had a successful track record with Transdev (formerly known as Veolia Transportation prior to 2017) for 28 years before the formation of NVTa. The current contract term is for five (5) years commencing on September 1, 2016, with a two year extension option. For the MF Project, Transdev or its successor will be responsible for the operation and maintenance of the vehicles with oversight from NVTa to ensure Transdev is deploying FTA state of good repair/asset guidelines. Transdev, as the current NVTa transit operating is contractually responsible for operations and maintenance of the existing transit maintenance yard and Transdev or its successor will be contracted for these services at the new facility.

- g. Provide conceptual design plans for all Project elements as Attachment B-4.

- 5. Transportation Planning and Programming Process Approvals.** Indicate whether the Project has been included in the long-range transportation plan, the metropolitan transportation improvement program (TIP), and the approved statewide transportation improvement program (STIP) of each state affected by the Project. Information relating to state freight plans and state rail plans should also be discussed. Provide any supporting documentation as Attachment B-5. **Only the cover page and project page for each document should be provided.**

The Vine Transit Maintenance Facility Project is in the STIP ID: NAP170003

- 6. Environmental Review.** Describe the status of the Project's environmental review. If known, identify the lead federal agency and lead local agency responsible for the environmental review. If completed, identify the final environmental decision document for the Project and attach as Attachment B-6.

The NVTa, as sub-grantee, and the Metropolitan Transportation Commission ("MTC") as grantee have received a NEPA Categorical Exclusion ("CE") for the project under 23 CFR 771.118(c)(9) in June 2019. FTA is the lead federal agency.



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Section C: Financial Plan

☐ Check if requesting a **master credit agreement** and modify each response accordingly to address all projects proposed to be covered under the master credit agreement.

1. Specify the type of Bureau credit assistance (RRIF, TIFIA or both), total dollar value of credit assistance, and the type of credit instrument requested.

NVTA is seeking a TIFIA loan of up to \$19 million. NVTA is also seeking a fee assistance waiver to assist with delivery of the Project. The Project meets the criteria of the Rural Project Initiative.

2. Specify the value of Bureau credit assistance requested (or anticipated to be requested) as a percentage of the total eligible Project costs.

NVTA is seeking up to 49% of the eligible project costs in credit assistance for the MF Project.

3. Identify the value of other Federal financial assistance requested (*e.g.*, grants or other loans), separately identifying the non-Federal share for such assistance.

See Attachment B-2 for other sources of funding.

4. Identify the total value of all anticipated Federal financial assistance, including Bureau credit assistance requested, as a percentage of the total eligible Project costs.

The total value of all anticipated Federal financial assistance, including Bureau credit assistance requested is currently estimated to be 50.3% of the total eligible Project costs.

5. Describe the sources and uses of funds for the Project.

See Attachment B-2 for sources and uses of funding.

- a. Indicate the status of commitments (*e.g.*, approved, budgeted, appropriated, applied for, *etc.*) of each source.

- b. Discuss, as necessary, any additional approvals required to ensure availability of each source of funds for the Project. Transportation Development Act- Local Transportation Fund (LTF) and State Transit Assistance: NVTA is the sole claimant and funds cannot be diverted to another agency or the State. Funding is used for transit and transportation purposes. The FY20 revenue projection for LTF is \$8.9M for the year and \$1.8M for STA. Commitment: \$9.9M, of which \$5.6M has been incurred. Status: funds are secured.

State Transit Assistance State of Good Repair Program: California Department of Transportation (Caltrans) program that will provide additional revenues for transit infrastructure repair and service improvements. Commitment: \$63,304. Status: funds are secured.

Regional Measure 3 (RM3) North Bay Transit Access Improvement Competitive Program: \$100M available for North Bay Transit operators. NVTA is anticipating receiving \$10 million for the facility. The funds have been delayed due to litigation. Funds pledged: \$10M. Status: funds pending, but not yet secured due to pending litigation.

FTA Section 5307 FY21 appropriation: The Urbanized Area Formula Funding program (49 U.S.C. 5307) makes federal resources available to urbanized areas and to governors for transit capital and operating assistance in urbanized areas and for transportation-related planning. The City of Napa is located in the Napa UZA. Commitment: \$1.7M. Status: funds are pending, but are secured.

FHWA/CMAQ flex funds to FTA: NVTA is in the process of flexing Federal Highway Administration funds to FTA Section 5307 funds. Process is expected to be completed in January 2021. Commitment: \$2M. Status: Pending, funds are not yet secured.

FTA Section 5339a formula funds: Funding to transit agencies through a statutory formula to replace, rehabilitate and purchase buses and related equipment and to construct bus-related facilities. Commitment: \$865,698. Status: \$640,652 secured; \$225,046 pending.

FTA Section 5339b Lo-Now Grant CA-2018-103-00: Funding awarded for the acquisition of five (5) zero emission public transit vehicles and associated infrastructure. Commitment: \$50,625. Status: funds are secured



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- c. Uses should include a high-level description of major work activities included as eligible project costs (e.g., right-of-way, site work, rolling stock, systems). Funds will be used for site work and construction. The MF site is owned by NVTa.
-
6. If available, provide the proposed amortization schedule for the Bureau credit assistance requested.
Preliminary amortization schedule:
Amortization will begin in 2027 - five years following substantial completion. Final maturity – 2056. Amortized over 30 year period, TIFIA annual debt service is estimated to be approximately \$605,000. Scheduled debt service is not requested.
-
7. Indicate, as applicable, whether the Bureau credit assistance requested will be under a new or existing indenture, resolution, or collateral agency agreement.
The Bureau credit assistance requested will be under a new indenture.
-
8. Identify the lien priority for the requested Bureau credit assistance. Except in certain circumstances, the Bureau credit assistance may not be subordinated to the claims of holders of Project obligations in the event of bankruptcy, insolvency, or liquidation of the obligor. See the [Credit Programs Guide](#) for more information on non-subordination requirements.
NVTa is providing a gross pledge of TDA (including STA) funds (excluding certain administrative charges) and membership fee contributions. TIFIA credit assistance will have a senior lien priority.
-
9. Explain how the Bureau credit assistance requested will benefit the Project. Discuss how the Project would be impacted if the requested financial assistance were unavailable or available in lowered amounts.
NVTa does not have an existing debt program, but it does have Issuer Credit Ratings of ‘A2’ and ‘A-’ from Moody’s and S&P, respectively. The TIFIA loan has been structured to receive an investment grade rating from rating agencies. Moody’s assigned an indicative credit rating of A2 for the TIFIA loan in July 2020. This Project is not feasible without receiving a TIFIA loan within a reasonable time frame. The TIFIA loan allows NVTa to access a fixed rate, fully amortizing structure that eliminates refinancing risks at a favorable rate, allows for the capitalization of interest during construction, and provides a flexible debt structuring which allows for interest only period during 5 years following substantial completion. NVTa understands that U.S. DOT’s policy for rural TIFIA credit assistance allows up to 49% of eligible project costs and provide a fee assistance waiver. Without TIFIA credit assistance, the affordability of a Project that is critical to NVTa will be severely impaired and Project delivery will be significantly delayed.

Section D: Creditworthiness

☐ Check if requesting a **master credit agreement** and modify each response accordingly to address all projects proposed to be covered under the master credit agreement.

1. Provide an overview of the Borrower’s key business lines, if available. Attach cash flows for such business lines for the last five years as Attachment D-1.
Napa County, with a catchment area population of 140,530 as of 2020, has had good population and employment growth in recent years. Population growth from 2015 to 2019 was about 2%, while employment growth during the same period was 15.4%. The county’s economy is famously concentrated in wine production and tourism, but the county is also well integrated into the large and diverse San Francisco Bay Area economy. Income levels are above average - county median household income in 2018 was \$84,753, 37% above the US average and 13% above the state average. The fires in late 2017 disrupted the tourism industry, but, by all indications, tourism has fully recovered and rebuilding of damaged property is having a positive economic impact. The NVTa’s three largest sources of revenue available to make timely debt service payments include: (1) Transportation Development Act Local Transportation Funds (LTF) based on a quarter cent general sales tax generated in Napa County; (2) State Transit Assistance (STA) generated by the sales tax on diesel fuel; and (3) Membership contributions. The professionals at NVTa are accustomed to providing long term forecasts using the funding sources we have included in our financial plan. They are well-equipped to respond to specific questions that the Bureau or their advisors have on the sources of funding that will be used to repay the TIFIA loans.



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TDA (LTF) Funds: LTF funds consist of the authority's share of a quarter-cent statewide general sales tax. It is the agency's largest revenue source. There is no sunset date on this source of funding and it is assumed these revenues will flow in perpetuity. In the period from 2013 to 2018 historical average committed to capital expenditure averaged \$2.45 million. TDA funds that are not used within the fiscal year they are drawn must either be returned to the Napa County Local Transportation Fund Trust Account or designated as advances for a specific project. Funds returned to the LTF become available to NVTa again in the subsequent fiscal year.

STA Funds: STA funds are generated by the sales tax on diesel fuel. According to MTC Resolution No. 4360. FY 2019-20 Fund Estimate, [\$1.8m] of STA funds has been allocated to Napa County for fiscal year 2019-20. There is no sunset date on this source of funding and it is assumed these revenues will flow in perpetuity. NVTa has full discretion over the use of TDA and most of STA apportioned to them. Funds may be used by transit operators for both capital projects and transit operations.

Membership contributions: Membership fees from NVTa's constituent governments are a newer annual revenue stream that are collected once a year. It is estimated to bring additional \$250,000 annually (indexed to the Bay Area CPI) which will be available for debt service payments. Amortized over a 30 year period, TIFIA annual debt service is estimated at approximately \$570,000. The amount of revenue (net of operating expenses) available for debt service in 2020 is estimated at approximately \$4 million. This provides sufficient funds with a healthy cushion to repay debt service on the TIFIA loan.

2. Describe the source(s) pledged to repay the requested Bureau credit assistance.
The TIFIA loan will be secured by a gross pledge of TDA (including STA) funds (excluding certain administrative charges) and membership contributions described above.
3. Provide the details of any proposed flow of funds and any accompanying escrow or trust agreements that would govern the repayment of requested Bureau credit assistance.
See answer to question 1 above.
4. Provide the most recent corporate rating for the Borrower, if available.
NVTa has Issuer Credit Ratings in 2018 of 'A2' and 'A-' from Moody's and S&P Global, respectively. Moody's assigned an indicative credit rating of A2 for the TIFIA loan in July 2020.
5. Identify all outstanding or anticipated obligations against the proposed source of repayment. For all such outstanding obligations, provide credit ratings, if available, as Attachment D-2.
Currently NVTa doesn't have any outstanding obligations against the proposed source of repayment.
6. **TIFIA Borrowers:** Indicate when preliminary ratings for the proposed senior Project debt (if any) and TIFIA credit assistance will be available. NVTa is rated by both Moody's and S&P (A2/A-). In early September 2019, S&P reaffirmed NVTa's credit rating. A rating will be sought for the TIFIA loan. Moody's assigned an indicative credit rating of A2 for the TIFIA loan in July 2020.
7. **RRIF Borrowers:** Indicate whether the Borrower intends to provide a rating on the requested Bureau credit assistance as a basis for determining any credit risk premium. See the [Credit Programs Guide](#) for more information about the credit risk premium.
Click or tap here to enter text.
8. Describe the economic impact of the Project and any market or feasibility report, ridership/traffic study, engineering/technical report, insurance report or other study that has been or will be prepared for the Project by the Borrower or on behalf of lenders to the Project.

The MF Project: The purpose of the Project is to replace the existing bus maintenance facility. The existing facility was designed as a city corporation yard and is unable to handle existing needs or future growth. The existing facility services 80 vehicles at present and takes up every square inch of the yard. Based on a one percent annual growth rate the fleet is expected

**Letter of Interest for RRIF and TIFIA Credit Assistance Fiscal Years 2018 - 2021**

to grow to 97 buses in 20 years, some of which will be stored in the smaller jurisdictions they serve. The existing facility has an insufficient number of service bays and has no parking for visitors or employees. The existing facility is significantly undersized for the fleet currently stored there leading to suboptimal practices and the 60 employees on-site at any given time driving the local streets in search of parking. The site services a mix of bus types: 40 foot, 35 foot and 28 foot fixed route vehicles, as well as a mix of smaller paratransit vehicles that serve 1.15 million passengers per year. The administrative facilities are undersized and are housed in temporary trailers and no facilities that can accommodate driver meetings and trainings. There are too few service bays for the fleet. A list of major deficiencies are noted in the table below from the 2013 Kimley Horn consultant feasibility study. In summary, the current overcrowding, lack of sufficient number of service bays and the recent expansion of transit service are compelling evidence of the need for a new facility.

Major Deficiencies	Issue	National Standards
Fleet Parking Patterns	Buses are backed out and parked nose-to-tail	Pull-through parking
Service Bay Ratio	Over 20 buses per Bay	12 buses per Bay
Number of Bays	2.5 existing	8 service bays and 2 optional bays
Fueling Lanes	Not on site: the fleet is fueled at retail vendors	50 buses per lane

A summary of the Project benefits are:

- Supports and encourages the use of transit throughout Napa County
- Address the existing growing needs and add future transit fleet capacity to address year 2040 goals
- Provide parking for visitors and/or employees
- Provide more space for bus maintenance with easier access and egress
- Improve operational efficiencies and safety of fleet management
- Meet ADA requirements
- Provide 141kW photovoltaic system with expansion potential
- Incorporate environmentally sustainable materials using LEED principles
- Incorporate medium voltage electric service and conduit for future chargers for up to 87 electric vehicles.

9. To the extent applicable, provide information concerning any physical collateral offered as security for requested Bureau credit assistance. (Add rows as needed.)

Collateral Description	Value	Basis of Evaluation	Year of Evaluation
Click or tap here to enter text.	\$ Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	\$ Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Click or tap here to enter text.	\$ Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

E. General Terms and Certifications

Fees. Except in certain circumstances, the Applicant or Borrower will be responsible to pay costs incurred for services duly provided by the Department's legal, financial or other third-party advisors involved with the evaluation of the Letter of Interest, evaluation of an Application, and negotiation of any TIFIA/RRIF credit agreement and related transactional documentation, in each case as applicable, irrespective of whether a credit agreement is executed. Please refer to the [Credit Programs Guide](#) for further information with respect to exceptions to this requirement as well time and method of payment for such services.

Lobbying. The undersigned certifies, to the best of his or her knowledge and belief, that: (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence



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an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; (2) if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. (3) the undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. See 31 U.S.C. § 1352; 49 C.F.R. part 20; Appendix A to Part 20.

Debarment and Suspension. The Applicant shall timely make all disclosures required of 2 C.F.R. 180.335.

Default/Delinquency. The undersigned certifies that the Applicant: 1) is not currently in default or delinquent on any debt or loans provided or guaranteed by the Federal Government, and 2) does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Reporting Subaward and Executive Compensation. The undersigned certifies that the Applicant has the necessary processes and systems in place to comply with the reporting requirements under the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282; 31 U.S.C. § 6101 note), as amended by the Government Funding and Transparency Act (Pub. L. 110-252, title VI, § 6202(a)), and the related regulations at 2 C.F.R. Part 170, should the undersigned be approved to receive credit assistance from the Department.

Signature. By signature below, the undersigned: (i) acknowledges and agrees to the general terms and conditions identified in this Section E; (ii) certifies that the facts stated and the certifications and representations made in this LOI are, to the best of the his or her knowledge and belief after due inquiry, true, and the Applicant has not omitted any material facts; and (iii) certifies that he or she is authorized by the Applicant to submit this Application, bind the Applicant to the terms and conditions acknowledged and agreed, and make the certifications made by submission of this LOI.

Legal Name of Applicant: Kate Miller

By:

Name and Title: Kate Miller, Executive Director

Date: 8/3/2020



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**APPENDIX 1
INFORMATION ABOUT THE APPLICATION PROCESS**

DETAILED GUIDANCE WITH RESPECT TO THE SPECIFIC SECTIONS OF THIS LOI FORM IS AVAILABLE IN THE BUREAU CREDIT PROGRAMS GUIDE. THE CREDIT PROGRAMS GUIDE CAN BE DOWNLOADED [HERE](#). If you still have questions regarding how to complete this form, please contact the PDL assigned to your project or the Bureau at (202) 366-2300 or BuildAmerica@dot.gov.

This Letter of Interest (“LOI”) form requires the Applicant to describe its project, describe the Borrower’s ability to meet DOT’s creditworthiness requirements, detail how applicable statutory eligibility requirements are met, and outline the proposed financial plan, including the amount and type of requested Bureau credit assistance. **Letters of Interest should not be submitted to the Bureau until the Applicant has completed the initial consultation process with a Project Development Lead, as discussed on page 1 and in the Credit Programs Guide.** Unless the Bureau directs otherwise, completed LOIs will be submitted electronically. The Bureau will provide Applicants detailed instructions on how to transmit the LOI files to the Department.

Federal Requirements. Projects receiving Federal financial assistance, including Bureau credit assistance, must comply with certain Federal requirements. Applicants should discuss applicable Federal requirements with the Bureau during the initial consultation process.

Supplemental Information. After an LOI is received and is considered complete, DOT will conduct a preliminary creditworthiness review, which involves an evaluation of the plan of finance, the financial model, the feasibility of the anticipated pledged revenue, and the sufficiency of any collateral pledged. In connection with these reviews, the Bureau may ask Applicants to provide additional materials, as necessary.

Creditworthiness. If the Department determines that the Project appears to satisfy statutory eligibility criteria, including the preliminary creditworthiness review, the Bureau will seek information necessary to proceed with the credit review process. TIFIA Applicants will be required to provide a preliminary rating opinion letter from at least one nationally recognized statistical rating organization. All Applicants for Bureau credit assistance will be asked to provide an oral presentation on their Project and plan of finance. Finally, if the Department has determined that a Project has met statutory eligibility requirements, including a full review of the creditworthiness of the Project, the Borrower will be invited to submit an Application and supporting materials. Please note that an invitation by the Department to submit an Application does not guarantee that a Project will receive Bureau credit assistance, which remains subject to a Project’s continued eligibility and final approval by the Secretary.

Requests for Information. If an Applicant or Borrower desires that any information submitted in its LOI, or any supplement thereto, not be released by the Department upon request from a member of the public or otherwise be made publicly available, the Applicant must specifically identify the information requested to be withheld and set forth any reasons why such information should not be released, including details as to any competitive harm which would potentially result from the release of such information. The Department will keep such information confidential to the extent permitted by law.

Fees. Except in certain circumstances, the Borrower will be responsible to pay costs incurred for services duly provided by the Department’s legal, financial or other third-party advisors involved with the evaluation of the LOI and Application and negotiation of any TIFIA/RRIF credit agreement and related transactional documentation, in each case as applicable, irrespective of whether a credit agreement is executed. Please refer to the [Credit Programs Guide](#) for further information with respect to exceptions to this requirement as well time and method of payment for such services.



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**ATTACHMENT A-1
ORGANIZATIONAL CHART AND THE PROJECTS TEAM****NVTA Organizational Structure**

NVTA, formerly known as the Napa County Congestion Management Agency and Napa County Planning and Transportation Agency, was formed on September 3, 1998, under a Joint Powers Agreement to provide coordinated, continuous, and comprehensive transportation planning for the County of Napa (the County) and the cities of the County. NVTA consists of six (6) member agencies with the voting power of each in parenthesis: the Cities of American Canyon (4), Calistoga (2), Napa (10), and St. Helena (2); the Town of Yountville (2); and the County (4). NVTA is tasked with coordinating short and long-term planning and funding within an intermodal policy framework in the areas of highways, streets and roads, transit and paratransit, and bicycle path improvements.

The work program for the activities of NVTA is defined by the Board of Directors (“the Board”) composed of two elected officials from the respective member agencies and a member of the Paratransit Coordinating Council (“PCC”). The PCC member is ex-officio and is a non-voting member.

Congestion Management Agencies were created through the passage of Proposition 111 by California voters in 1990. Proposition 111 added 9¢ per gallon to the state fuel tax to fund local, regional and state transportation projects and services. It also required urban counties to designate a congestion management agency, whose primary responsibility is to coordinate transportation planning, funding and other activities in a congestion management program.

NVTA’s Joint Powers Agreement was amended effective January 1, 2001, to facilitate the consolidation of transit planning and to allow transfer of Transportation Development Act (TDA) funds directly to NVTA as claimant for transit use to the extent allowed by TDA regulations. The amendment enables NVTA to claim all TDA funds under Articles 4, 4.5, and/or 8 of Chapter 4 of the Public Utilities Code apportioned within the County by the Bay Area Metropolitan Transportation Commission. NVTA is authorized to claim all apportionments to transit services on behalf of the jurisdictions of the County.

In January 2007, the agreement was amended further to change NVTA’s name from Napa County Congestion Management Agency to Napa County Transportation and Planning Agency. NVTA became an independent government agency in 2008. In February 2016, the name was changed to the Napa Valley Transportation Authority.

On July 1, 2001, NVTA began administering all transit-related activities on behalf of the Cities of Calistoga, Napa, and St. Helena; the Town of Yountville; and the County. Effective July 1, 2006, NVTA assumed direct management of American Canyon Transit.

The NVTA is considered a primary government since it has a separate governing body, is legally separate, and is fiscally independent of other state and local governments. NVTA is not subject to income or property tax.

The NVTA's goals, objectives, duties and composition make it easier for local governments to tackle the increasingly complex problem of regional and local traffic congestion.

NVTA also administers Measure T- The Napa Countywide Road Rehabilitation Tax through the Napa Valley Transportation Authority- Tax Agency (NVTA-TA). Funding is to be used for maintenance, reconstruction, and/or rehabilitation of streets, roads, and transportation infrastructure within the public right-of-way including but not limited to: sidewalks, curb and gutters, curb ramps, lighting, traffic signage, striping, and local roadway drainage. Financial information for Measure T is presented as a discretely presented component unit for audit purposes. Measure T funding cannot be used for transit operations or capital projects.



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MF Project Team

NVTA

Architect.
Stantec

Civil and Structural Engineers.
Kimley Horn

Industrial Engineers.
MDG

Electrical Engineers.
Aurum

Mechanical and Plumbing Engineers.
Axiom

Geotechnical Engineers
PARIKH

[Pending], Construction Team.
To be determined following IFB process in 2020.

Transdev Service Inc., Bus Service Providers & Building Operators.
Transdev is one of the largest private provider of multiple modes of transport in North America. Transdev is part of a global company operating in 20 countries on six continents.

Project Finance Advisory, Ltd., Financial Advisor to NVTA
Project Finance Advisory, Ltd. ("PFAL") is an independent financial advisory firm that specializes in developing and implementing financial solutions for infrastructure and real estate projects. The unique service that it provides to its public and private sector clients is agnostic financial advice that incorporates design, engineering, and construction considerations.



Letter of Interest for RRIF and TIFIA Credit Assistance

Fiscal Years 2018 - 2021

**ATTACHMENT B-1
PROJECTS MAPS AND DESIGN FEATURES**

MF Project Map



MF Project architectural renderings of the proposed design.



**Letter of Interest for RRIF and TIFIA Credit Assistance****Fiscal Years 2018 - 2021****ATTACHMENT B-2****PROJECTS SOURCES & USES**

Incurred Uses		
Purchase or lease of real estate	\$000s	2,624
Project Development	\$000s	600
Engineering	\$000s	1,726
Project Management for Design and Construction	\$000s	400
Surveys, Testing, Investigation, Inspection	\$000s	250
Subtotal Incurred Uses	\$000s	5,600
Anticipated Uses		
Administration Building: Office, sales, storage, revenue counting	\$000s	6,187
Light Maintenance Facility	\$000s	10,993
Yard and Yard Track	\$000s	6,352
Demolition, Clearing, Earthwork	\$000s	1,730
Site Utilities, Utility Relocation	\$000s	3,091
Pedestrian / bike access and accommodation, landscaping	\$000s	300
Automobile, bus, van accessways including roads, parking lots	\$000s	1,421
Temporary Facilities and other indirect costs during construction	\$000s	120
Construction Administration & Management	\$000s	1,300
Professional Liability and other Non-Construction Insurance	\$000s	186
Legal; Permits; Review Fees by other agencies, cities, etc.	\$000s	300
UNALLOCATED CONTINGENCY	\$000s	2,500
Subtotal Anticipated Uses	\$000s	34,480
Total Project Uses	\$000s	40,080
Incurred Sources		
<u>Local Funding</u>		
TDA/LTF/STA	\$000s	5,600
Subtotal Incurred Sources	\$000s	5,600
Anticipated Sources		
<u>Federal Funding</u>		
FTA: 5307 FY21	\$000s	1,736
FHWA/CMAQ	\$000s	2,000
FTA: 5339(a) Formula	\$000s	866
FTA: 5339(c) LowNo	\$000s	51
<u>Local Funding</u>		
TDA/LTF/STA	\$000s	4,268
STA/SGR	\$000s	63
RM3	\$000s	10,000
<u>Financing</u>		
TIFIA Loan	\$000s	15,497
Subtotal Anticipated Sources		34,480
Total Project Sources	\$000s	40,080
TIFIA Assistance (% of eligible costs)	%	38.7%
Total Federal Assistance (% of eligible costs)	%	50.3%

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ATTACHMENT 3
NVTA Agenda Item 10.2
August 19, 2020



July 22, 2020

7 World Trade Center
250 Greenwich Street
New York, NY 10007
www.moody's.com

Napa Valley Transportation Authority
625 Burnell St
Napa, CA 94559

For the attention of: Kate Miller, Executive Director

Re: Napa Valley Transportation Authority (the “**Issuer**”)
TIFIA Loan, 2020

Dear Ms. Miller:

At your request, Moody's Investors Service (“**Moody's**”) has reviewed the business fundamentals and financial condition of the Issuer, as well as the terms and conditions surrounding the Issuer's proposed financing, as described below with a view to assigning Indicative Ratings.

A Moody's Indicative Rating is an unmonitored, point-in-time opinion of the potential credit rating(s) of an issuer or a proposed debt issuance by an issuer contemplating such a debt issuance at some future date. Indicative Ratings are not equivalent to and do not represent traditional Moody's credit ratings. However, Indicative Ratings are expressed on Moody's traditional rating scale. Please refer to Moody's *Rating Symbols & Definitions*, which is available at www.moody's.com, for the meaning of Moody's rating(s) and other products/services.

Based on the documents and information provided to Moody's to date and particularly on key assumptions and considerations, including but not limited to those presented below, Moody's has assigned the Indicative Rating, A2 (the “**Indicative Rating**”), detailed below. This letter and the Indicative Ratings contained within it are subject in all respects to the terms of your application for the Indicative Ratings.

Indicative Ratings

Moody's has assigned the below Indicative Rating(s):

The TIFIA Loan, 2020 proposed to be entered into by the Issuer with the United States Department of Transportation is assigned an Indicative Rating of A2.

The loan is expected to be secured by a gross pledge of Issuer's Transit Development Act (TDA) revenue, including state Local Transportation Fund (LTF) and State Transportation Assistance (STA) revenues, and the membership fees received by the Issuer. The Issuer's obligation to make loan payments will be unconditional and not subject to abatement.

The indicative A2 rating on the TIFIA loan reflects long-term positive trends for the service area economy, a strong history of support for local transit by State of California (Aa2 stable), local support for transit demonstrated by member agencies' agreement to contribute annual membership fees to the Issuer, the budget

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flexibility and liquidity provided by the Issuer's ability to draw upon additional LTF funds if needed, and a minimal pension liability for the Issuer's transit enterprise. These strengths are offset, in part, by the small size of the Issuer's bus system, an economy concentrated in wine making and tourism, and the risks of federal operating support for transit. The rating is based on the Issuer's long-term credit fundamentals which are expected to be restored following containment of the coronavirus pandemic and recovery of the regional economy. We assume that federal and other assistance will be sufficient to sustain the Issuer's liquidity for the length of the current crisis.

Disclaimers

The Indicative Ratings have been assigned on a "point-in-time" basis and will not be monitored going forward.

Credit ratings issued by Moody's are Moody's current opinions of the relative future credit risk of entities, credit commitments, or debt or debt-like securities and are not statements of current or historical fact. Moody's credit ratings address credit risk only and do not address any other risk, including but not limited to: liquidity risk, market value risk, or price volatility. Such other non-credit risks may have a significant effect on the yield to investors.

Neither Moody's Indicative Ratings nor its credit ratings are, and they do not provide, investment advice or recommendations to purchase, sell, or hold particular securities. Moody's issues its Indicative Ratings and credit ratings with the expectation and understanding that each investor will make its own evaluation of each security that is under consideration for purchase, holding, or sale.

Under no circumstances shall Moody's or any of its affiliates or any of their respective directors, officers or employees have any liability to any person or entity for (a) any loss or damage in whole or in part caused by, resulting from, or relating to, any action or error (negligent or otherwise) or other circumstance or contingency within or outside the control of Moody's or any of its or its affiliates' directors, officers, employees or agents in connection with the Indicative Ratings or the procurement, collection, compilation, analysis, interpretation, communication, publication or delivery of any information used in assigning the Indicative Ratings, or (b) any direct, indirect, special, consequential, compensatory or incidental damages whatsoever (including without limitation, lost profits), even if Moody's is advised in advance of the possibility of such damages, resulting from the Indicative Ratings or the use of, or inability to use, any information in connection with the Indicative Ratings. **ALL INFORMATION, INCLUDING THE INDICATIVE RATING OR ANY FEEDBACK OR OTHER COMMUNICATION RELATING THERETO, IS PROVIDED "AS IS" WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. MOODY'S MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY, TIMELINESS, COMPLETENESS, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY SUCH INFORMATION.**

The assignment of an Indicative Rating or a credit rating does not create a fiduciary relationship between Moody's and you or between Moody's and other recipients of the Indicative Rating or credit rating. Moody's has not consented to and will not consent to being named as an "expert" under the applicable securities laws, including, without limitation, Section 7 of the Securities Act of 1933.

We would like to draw your attention to the fact that while the information and assumptions conveyed to Moody's in connection with the Indicative Ratings may broadly describe the ultimately negotiated agreements and final terms of the actual financing, these final terms and agreements could deviate in many significant respects from the information provided to Moody's for purposes of assigning the Indicative Ratings. The final terms, contractual provisions and debt structure of the actual financing could be collectively stronger or weaker than those reviewed by Moody's to date and a change in even a single contractual provision, or any difference between the final terms of the actual financing and the information provided to us, could have the potential to impact the credit quality of the transaction. Accordingly, the definitive credit ratings

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assigned to an actual financing will reflect final terms and conditions and could conceivably be higher or lower than the assigned Indicative Ratings.

Confidentiality

Please be aware that the contents of this letter are strictly confidential. The Indicative Ratings are only for the benefit of the Issuer and should not be disclosed to any other person except strictly in accordance with your application for the Indicative Ratings. Moody's reserves the right to publish or disclose the Indicative Rating in accordance with your application for the Indicative Rating, including, without limitation (i) as required by law, regulation, judicial or governmental order, subpoena or other legal process or as requested or required by any governmental or regulatory authority, or (ii) in the event that such Indicative Rating is disclosed (other than by Moody's or any affiliate of Moody's) to any third party other than as expressly permitted pursuant to the confidentiality provisions set forth in your application for the Indicative Ratings.

Yours faithfully,

Moody's Investors Service

Cc: KBK, Global Middle Office