



Solano Transportation Authority

333 Sunset Avenue, Suite 200
Suisun City, California 94585

Area Code 707
422-6491 ♦ Fax 429-2894

MEETING NOTICE
6:00 p.m.
November 13, 1996
STA Board Room
333 Sunset Avenue, Suite 230
Suisun City, CA

MISSION STATEMENT - SOLANO TRANSPORTATION AUTHORITY

Develop and implement a vision for transportation that, while recognizing the diverse nature of the County, supports economic development and ensures quality of life in Solano County.

Members:

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

Martin Tuttle
Executive Director

ITEM

- 1.0 Call to Order - Confirm Quorum
- 2.0 Approval of Agenda
- 3.0 Executive Director's Report
- 4.0 Comments/Update from Staff, Caltrans, and MTC
- 5.0 Opportunity for Public Comment
- 6.0 Consent Agenda
- 6.1 Minutes of Meeting of October 9, 1996.
- 6.2 Draft Minutes of October 30, 1996 TAC Meeting.
- 6.3 Proposed Capitol Corridor Joint Powers Agency Agreement. Page 41 (Martin Tuttle)
- 6.4 Consider a letter to the Union Pacific/Southern Pacific Railroad Company requesting right-of-way for a bicycle lane. Page 55 (Dan Christians)
- 6.5 State Transit Assistance Funds Claims. Page 61 (Matt Todd)
- 6.6 Approval of contract with the Yolo/Solano Air Quality Management District for funding of the Citylink transit services. Page 63 (Matt Todd)
- 6.7 Solano Paratransit quarterly report. Page 75 (Matt Todd)
- 6.8 Revised Cooperative Agreement for the I-80 Reliever Route. Page 77 (Kim Kloeb)

******End of Consent Agenda******

7.0 ACTION ITEMS: NON FINANCIAL VOTE

- 7.1 Appointment of new Vice-Chairman. Page 81 (Steve Lessler)**
- 7.2 Consider Approval/ Support of Environmental Enhancement Mitigation Program (EEMP) grant applications. Page 83 (Dan Christians)**

8.0 ACTION ITEMS: FINANCIAL VOTE

- 8.1 Proposed contract for a Long Range Rail Alternatives Report. Page 89 (Martin Tuttle)**

9.0 INFORMATION ITEMS: NO ACTION NECESSARY

- 9.1 STA financial report for 1995-96. Page 93 (Martin Tuttle)**
- 9.2 Paratransit Coordinating Committee (PCC) update. Page 95 (Matt Todd)**
- 9.3 STA transportation conference/workshop. Page 103 (Steve Lessler)**
- 9.4 Board Members Comments.**

Adjourn (Next Meeting: December 11, 1996)



Solano Transportation Authority

333 Sunset Avenue, Suite 200
Suisun City, California 94585

November 13, 1996
Agenda Item 3.0

Area Code 707
422-6491 ♦ Fax 429-2894

MEMORANDUM

Members:

Benicia
Dixon
Fairfield
Rio Vista
Solano County
Suisun City
Vacaville
Vallejo

DATE: November 5, 1996
TO: STA Board
FROM: Martin Tuttle *M. Tuttle*
RE: EXECUTIVE DIRECTOR'S REPORT

ADMINISTRATION

Martin Tuttle
Executive Director

Accounting/budget. As of this writing, it appears our independent auditor (Macias, Gini & Company) will be ready to report our final 1995/96 fund balances at the November 13 meeting. The county's inadequate accounting system has made this task far more excruciating than expected. Terry Wolford and Dawn Del Ponte of Vacaville's finance staff will join auditor Andy Sisk in making a brief presentation to the Board (agenda item 9.1).

THE FOLLOWING IS A SUMMARY OF EVENTS SINCE THE LAST BOARD MEETING

Metropolitan Transportation Commission, Oakland, October 11

Board members Spering and Patchell, and Kim Kloeb attended the I-80 Corridor Study's Policy Advisory Committee meeting to review the final draft of the report. The report recommends \$1.2 billion in facility investments during the next twenty years, including HOV lanes between Vacaville and the I-80/680 interchange in Fairfield, and expanded intercity bus service to corridor rail stations and downtown San Francisco. The committee accepted the report, which will be reviewed by the full commission on November 20 (summary attached).

Capitol Corridor Joint Powers Board, Suisun City, October 16

Board members Hayes and Spering, and I attended the second meeting of the CCJPB to review the preliminary draft of the joint powers agreement and proposed staffing functions of its managing agency, BART. The proposed JPA agreement provides that the STA's financial liability is limited to the amount which the STA agrees to incur to support CCJPB activities and specifically prohibits the CCJPB from applying for TDA funds. The JPA agreement will be considered by the CCJPB on November 13. If approved by the CCJPB, the STA will review the Agreement at our meeting later that day (see item 6.3).

Executive Director's Report, page two

Contra Costa Transportation Authority/STA subcommittee, Benicia, October 17

Joined board members Hayes, Patchell, Tatum and Spring at the meeting to receive project updates on the proposed Benicia-Martinez and Carquinez bridge projects. The issue of pursuing an allocation of \$25 million from the CTC to provide for the accommodation of rail transit on the proposed new Benicia-Martinez Bridge was again discussed. Caltrans expects to have detailed cost estimates for upgrading the bridge deck to accommodate rail transit at the next subcommittee meeting on November 21 (see related agenda item 8.1).

STA Transportation Funding Workshop, Fairfield, October 18

The workshop at Paradise Valley Golf Course was well attended by STA board members, staff and our local and regional agency partners. We have received numerous favorable comments on the format and the information provided by the speakers. A critique of the workshop and direction on "Where do we go from here?" is proposed in agenda item 9.3.

SEDCORP, Solano College, October 23

Joined board member Erickson at a meeting to summarize the goals that emerged out of SEDCORP's 1996 Economic Visioning Retreat held on October 4. Enhancing SEDCORP's relationship with the STA to promote transportation programs and projects will be highlighted in a report to be released in January.

Bay Area Congestion Management Agency Association, Oakland, October 25

Attended the meeting to discuss the reauthorization of ISTEA and proposed "turnback" legislation, the CTC's proposal to adopt the 1998 STIP in December 1997 and MTC's response to AB 2419, the bill making the Congestion Management Program (CMP) optional (see attached memo).

Health Shuttle meeting, Fairfield, October 28

Met with John Gray, Morrie Barr, Kevin Daughton and county health staff in regard to plans to provide all-day shuttle service from Solano Mall to the Courage Drive health facility in response to the September 11 recent unmet transit needs hearing. Beginning November 4, all-day shuttle service will resume (7:30 a.m. - 5:30 p.m.). The extension of regular fixed route service to the facility is slated to occur no later than September 8, 1997 (see attached memo).

Metropolitan Transportation Commission, Oakland, October 30

Joined Board member Spring at MTC's 25th anniversary reception.

-- after agenda mailout --

Caltrans District 10, Stockton, November 12

To join Gary Leach and Bill Gray at a meeting with District Director Gordon Marts to discuss the status of the Highway 37 widening project.

Capitol Corridor Joint Powers Board, Suisun City, November 13

To join board members Hayes and Spring at the third meeting of the new organization.

Executive Director's Report, page three

LEGISLATIVE REPORT: (none)

UPCOMING EVENTS:

- | | |
|----------------|--|
| November 14 | Carquinez Bridge Project Development Team meeting in Oakland. |
| November 14,15 | California Transportation Commission in Sacramento. |
| November 16 | California Rail 2000 Conference in Sacramento. |
| November 18 | MTC's Partnership, Plans and Programs Committee (3PC) in Oakland. |
| November 20 | Metropolitan Transportation Commission meeting in Oakland. |
| November 21 | Joint subcommittee of the STA and Contra Costa Transportation Authority in Walnut Creek. |
| November 26 | STA Technical Advisory Committee (TAC) in Suisun City. |
| December 5,6 | MTC's Partnership retreat in Marin County. |
| December 9 | Capitol Corridor Joint Powers Board in Suisun City. |
| December 11 | STA Board meeting in Suisun City. |

ATTACHMENTS:

STA Priority Projects -- status report
Key news articles

STA Project Development Fund				
1996-97 Priority Projects - Status Report				
(listed in alphabetical order)				
Project	Allotted PDF Funds	Matching Funds	Claimed PDF Funds	Status
Lead Agency				
Benicia-Martinez and Carquinez Bridge Projects Benicia, Vallejo, STA	\$20,000	\$20,000	\$1,271	-CCTA/STA subcommittee to meet on 11/21 to receive Caltrans project updates -Staff to propose Wilbur Smith Associates contract for rail transit bridge report on 11/13
Benicia Transit and Vallejo Transit Coordination Study Benicia, Vallejo	\$3,500	\$14,000		-RFP to be released in March '97 (MTC \$14,000 match approved June '96)
Bike Route Implementation Plan STA	\$15,000	*	\$3,531	-Michael Jones is working on funding packages -Clean Air Fund application for Vjo-FF /I-80 route segment, funding has been recommended for \$392,000 pending on securing the local match -Vallejo TEA applic. on Bay Area contingency list, pending CTC determination of funds to be granted
Capitol Corridor STA	\$1,000	*	\$836	-Mayor Spering appointed as interim chairman of CCJPB, proposed JPA agreement on 11/13 agenda -Suisun/Fairfield station TCI grant submitted 9/1
Dixon Migrant Camp Unmet Needs Study County of Solano	\$2,000	*	\$1,837	-Trial service with City of Dixon vehicles completed, operations will be evaluated
Electronic Toll Collection Caltrans	*	*		-Initial system design failed to meet the minimum performance standards set. Next trial run in 4/97 and open to public late 97 on Carquinez bridge
Highway 12 Improvements STA	*	*		-Suisun City widening project to be completed in November or early December -TSM application submitted by Caltrans District 4 to Sacramento to compete with projects statewide
Highway 37 Project Vallejo, STA	*	*		-Bill Gray to prepare status reports as part of STA/Vallejo contract
Highway 113 Relocation Dixon	*	*		-CMAQ application submitted, pending CMAQ fund estimates from SACOG
I-80/680 Auxiliary Lanes STA	\$10,000	*		-Contract awarded to Korve/Smith & Kempton at STA meeting on 10/9
I-80 Reliever Route Implementation Plan STA	\$5,500 \$25,000	\$50,000 *		-STA approved contract with Korve Engineering on 7/10/96 -Vacaville request to fund aerial photography -Revised Cooperation Agreement on 11/13 agenda
Mare Island Access Study Vallejo	\$25,000	\$475,000		-STA PDF funding (\$25,000) proposed for rail transit bridge report -Initial review included in Bill Gray contract
Transit Management Plan STA	\$4,000	\$56,000		-Transit Steering Committee meeting with the contractor on 11/13 -Contract awarded to Nelson/Nygard at STA meeting on 10/9
Travis AFB North Gate Connector County of Solano	\$5,000	*		-STA approved letter to congressional delegation on 10/9 in support of federal funding for the project
Weigh in Motion (WIM) system Caltrans	*	*		-Project has been awarded, construction scheduled to begin no later than 1/97
TOTAL	\$116,000	\$615,000	\$7,475	
		\$731,000		

* No funds allotted at this time



Memorandum

TO: Policy Advisory Committee

DATE: 9/20/96

FR: Rod McMillan

RE: I-80 Corridor Study Final Draft Report

Please find enclosed the Final Draft Report of the Interstate 80 (I-80) Corridor Study (Summary Report) for your review. We recommend that the Committee accept the report and forward it to MTC's Work Program Committee for adoption.

At the Committee's last two meetings, the draft corridor investment plan recommendations were presented and reviewed. Since those meetings, we have completed three additional pieces of the corridor analysis, as follows:

- a staging plan, which prioritizes the investment plan projects;
- a financing plan to address how corridor improvement projects could be funded; and
- an action plan which lays out specific steps to implement the corridor improvements.

These analyses have been incorporated into the Summary Report.

Additionally, while the final pieces of the plan were being developed, we presented the draft recommendations in the report to a number of policy bodies throughout the corridor. In general, those discussions and the comments regarding the recommendations have been positive. A summary of some of the specific comments and issues raised and responses to those issues are provided in Exhibit 1.

Summary of Corridor Study Recommendations

In summary, the major project improvements (Figure 1) recommended in the Plan to improve mobility in the corridor are as follows:

HOV Lane Network

- Construct HOV lanes extending from Route 4 to the Carquinez Bridge (3-plus passengers) to provide a continuous HOV network between the Carquinez and Bay Bridges.

- Construct HOV facilities through Fairfield and Vacaville (I-80/I-680 Interchange to I-80/I-505 Interchange) in Solano County (2-plus passenger), which will mainly serve the large number of trips made between the Vacaville/Fairfield areas and Vallejo.
- Implement intensive efforts and programs to promote ridesharing and transit usage on the corridor HOV lane network.
- Conduct a detailed operational analysis to determine whether it is appropriate to: 1) allow mixed flow traffic to utilize the HOV lanes between the Carquinez and Bay Bridges during midday hours and 2) allow small delivery vehicles to use HOV facilities to improve freight movement in the corridor.

Transit Service Improvements

- Operate express bus services from communities throughout the corridor on the HOV network. These buses would provide direct service into San Francisco and connecting services with BART to serve East Bay markets.
- Provide three daily commute period roundtrips on the Capitol Corridor rail service between Sacramento and the greater Bay Area. In the near term, the major transfer point between the commuter rail services and BART would be at the Richmond Amtrak/BART intermodal station.
- Improve access to and within existing corridor BART stations (Richmond and El Cerrito Del Norte) to accommodate increased feeder and express buses serving the BART stations and rely on BART's current plans to increase its capacity by reducing headways to 4.5 minutes on the Richmond Line and to two minutes through the transbay tube.
- Maintain and expand the feeder bus network to bring people to corridor rail stations and provide local bus services to operate between corridor communities (e.g. Vacaville/Fairfield and Vallejo).

Freeway/Arterial Operations

- Construct a new westbound Carquinez Bridge span, which includes HOV lanes to foster transit and carpool use, while maintaining mixed flow capacity at current levels.
- Undertake a planning effort to assess ramp metering and arterial and ramp improvements in the corridor including the effectiveness of auxiliary lanes on I-80 through Vallejo.

EXHIBIT 1

Issues Raised And Responses Regarding The I-80 Corridor Investment Plan Recommendations

This exhibit presents some of the issues and questions raised from corridor policy boards regarding the I-80 Corridor investment plan recommendations and the responses to those issues. It is found that a number of the issues and suggestions raised can best be addressed as part of specific project implementation planning. Therefore, the Plan's Action Plan recommends specific planning tasks to resolve many of the detailed operational issues.

The issues raised and responses are as follows:

1. Concern was raised that as part of the operational project recommendations in the investment plan, in addition to encouraging vanpools, a plan for increasing carpool usage should be developed to increase the utilization of the proposed HOV lanes. It has been found in a Western Contra Costa employer survey that carpooling is the most likely commute alternative to be used by West County workers.

Response: The Investment Plan includes rideshare efforts throughout the planning period to promote and increase utilization of the HOV lanes recommended in the corridor. The rideshare efforts would focus on formation of carpools, vanpools and other commute alternatives.

2. The issue was raised that the Plan does not include a Hercules Station for Capitol Corridor rail services.

Response: The Investment Plan has been amended to include a Hercules station for the Capitol Corridor rail services as a potential station site. The analysis indicates that a station in Hercules does not generate significant commute patronage. The Plan also recommends that the current Richmond Amtrak/BART Station (with improvements) serve as the major intermodal rail station for western Contra Costa County. However, we believe that a detailed analysis of station locations for the Capitol Corridor rail service needs to be conducted. Therefore, the Action Plan includes that this type of analysis be conducted as part of the implementation planning for the Capitol Corridor commute rail service.

3. The issue was raised that a detailed plan and decision needs to be developed for the intermodal facilities and connections in the corridor. There has been discussion about major intermodal facilities and connections in Hercules, Richmond, Emeryville and

Oakland , which connect BART, Commuter Rail and bus services. A decision needs to be made whether all of these facilities are needed or one major connection could serve this function. It was further indicated that Richmond is currently the only station that connects BART and intercity rail services.

Response: As stated above, the Investment Plan recommends that the Richmond Amtrak/BART station be the main transfer point for commuter rail/BART/bus services for the near-term. The Action Plan includes the need for analysis of commuter rail/BART connections in Emeryville and/or Oakland.

4. Concern was raised that the Plan does not recommend a continuous HOV lane between the Carquinez Bridge and the (I-80/I-680) interchange in Fairfield. It was raised that it seems that an HOV segment through Vallejo would be well utilized and that having an HOV lane through Vacaville and Fairfield then a gap through Vallejo would be confusing to system users.

Response: The Plan does not recommend HOV facilities between the Carquinez Bridge and the I-80/680 Interchange. Based on the model evaluation the most severe congestion on I-80 in Solano County will be through Fairfield. The evaluation also showed congestion in Vallejo between the Carquinez Bridge and Route 37 (level of service F for one hour during peak). However, the costs of widening the freeway through Vallejo was significant due to the interchange modifications needed. Therefore, the Plan is not recommending HOV facilities through Vallejo, but does recommend that auxiliary lanes through Vallejo be evaluated.

5. The question was raised regarding how much funding would be required from each County to implement the investment plan recommendations.

Response: The total cost of the investment plan projects is estimated to be in excess of \$1.2. Of that total, approximately \$650 million is currently funded. The remainder includes projects that are in the 1994 RTP and/or are unfunded. The Plan does not attempt to determine the funding levels required from each County for the projects included.

6. There was concern raised that the Plan is recommending a significant increase in express bus services into downtown San Francisco. However, there are current discussions regarding the elimination and/or reduction of the Transbay Terminal in downtown San Francisco. It was suggested that the Plan should evaluate the required size and operations of a downtown San Francisco transit terminal to accommodate the proposed increases in express bus services.

Response: The express bus services recommended in the Plan include a maximum of seven new routes serving downtown San Francisco, which would equate to a need for up to seven bus stop locations in San Francisco. Phase 1 of

the transit analysis included in the Action Plan includes a task to examine the space requirements and operational options for providing services into downtown San Francisco, which if started immediately as recommended, could impact current planning for the potential Transbay Terminal project.

7. The issue was raised regarding the institutional arrangements for the future express bus services proposed for the corridor. It was suggested that the Plan review various institutional arrangements for operating an express bus network in the corridor.

Response: Phase 2 of the transit analysis included in the Action Plan includes a task to examine institutional options for providing express bus services in the corridor.

8. The issue was raised regarding how funding will be shared among the corridor jurisdictions for the projects recommended in the Plan. As examples, it was asked who would pay for commuter rail services that served all three counties and/or capacity improvements at the Richmond and El Cerrito Del Norte BART Stations.

Response: As stated above, the Plan is not recommending funding shares between Counties. Specific project funding would need to be addressed as part of the project implementation planning and as part of developing expenditure plans for new fund sources.

9. The suggestion was made that the operational project recommendations should include adjusting the metering lights on the San Francisco-Oakland Bay Bridge to provide a greater advantage for express services. It was stated that adjustments to the way the metering lights are currently operated could provide a significant time savings for express buses crossing the Bay Bridge.

Response: Phase 1 of the transit analysis included in the Action Plan includes a task to examine (positives and negatives) adjusting the metering lights on the Bay Bridge to provide a greater advantage for express bus services and carpools.

10. Concern was raised that the Plan's recommendations for substantially increasing express bus and commuter rail services to the El Cerrito Del Norte and Richmond BART Stations results in filling all seating capacity available on the BART system at the outer stations which negatively affects the "downline" patrons. It was asked if Solano County residents should be required to contribute funding to BART services and/or service improvements, since they are projected to increase their connections to and usage of the BART system.

Response: The Plan recommends a mix of services throughout the corridor, which would provide options for commuters in all parts of the corridor. Initially, the Plan relies on connections to BART. However, if the BART system is at or

near capacity on the Richmond Line by the time it reaches the Alameda County Stations, the Plan is recommending that increases in express bus services could compliment the BART system.

11. The concern was raised that the Plan recommends a new span for the Carquinez Bridge but does not address the bridge project accommodating future rail services.

Response: At this time the Plan does not address whether or not to accommodate rail as part of the Carquinez Bridge construction project. The Plan is not recommending rail services across the Carquinez Bridge during the twenty-year planning period. However, the Plan does not indicate that rail (BART) extensions in the corridor are not feasible beyond the 20-year period.

12. The Plan needs to address that there will be additional capacity on the BART system as BART reduces headways for its system over the next 10 year.

Response: The Plan relies on BART increasing capacity on the Richmond Line. The project staging recommends that initially express services (bus and Capitol Corridor commuter rail services) connect with BART on the Richmond Line (Richmond and El Cerrito Del Norte Stations). The Plan recommends that the BART capacity should be utilized before providing other direct services (e.g. express buses to San Francisco).

TO: Legislation and Public Affairs Committee

FR: Executive Director

RE: Response to Passage of AB 2419 (Bowler)

AB 2419 by Assemblyman Larry Bowler was passed during the 1996 state legislative session, and takes effect on January 1, 1997. The measure lifts state requirements imposed on urban areas under the Transportation Blueprint legislation, passed by voters in 1990. Specifically, the measure removes requirements to adopt congestion management programs (CMPs) as a condition of receiving certain state transportation funds if local governing bodies (city councils and the board of supervisors) collectively representing a majority of the population in the county elect to be exempt.

MTC Response

The Congestion Management Agencies in our region have asked the Commission to clarify its position regarding agencies that may opt out of the Congestion Management Program (CMP) requirements as allowed under AB 2419. The following questions and answers frame their primary concerns, and our recommended responses.

- *What roles and tasks currently assumed by Congestion Management Agencies are still important to MTC?*

We believe that the CMAs are an important part of our regional transportation planning and programming process in the Bay Area. In particular:

- CMAs have played a key role in the region's multimodal planning and programming framework, and the process has worked to the benefit of local jurisdictions. CMAs have assumed a major responsibility to reconcile local funding priorities for inclusion of projects in MTC's Transportation Improvement Program (TIP). The CMAs played an active role in planning and programming STP, CMAQ and other state and federal funds, including setting priorities for the county.
- CMAs have assisted MTC in monitoring the progress of ISTEA funded projects to ensure that the region does not lose funds when project sponsors miss important project delivery deadlines, and funds expire.

- CMAs have actively participated in the Bay Area Partnership, providing valuable insights to the development of regional funding criteria; our regional transportation plan; regional sponsored legislation e.g. SB 877 (regional gas tax) and SB 1474 (transit coordination); and regional strategies to better operate and manage the system, including ridesharing.

These roles and tasks will continue to be important to MTC. Under prior agreements with the CMAs, we have provided planning funds equivalent to 3% of the region's ISTEA Surface Transportation Program funds in order to carry out these and other functions. Several of these tasks were direct by-products of the Congestion Management Program, while others grew out of the overall cooperative relationship we have fostered with the nine CMAs.

Attachment A (attached) is a recommended list of tasks and functions we believe should be continued in an on-going relationship with the CMAs, whether or not CMP specific tasks are dropped as a result of the AB 2419 legislation. Those agencies who elect to retain the CMP would continue to conduct the CMP specific tasks

- *If a CMA chose to opt out of the CMP requirements, would MTC require the formation of a substitute agency to carry out the roles and tasks outlined above?*

We believe that formal designation of a substitute agency is important. The CMAs add value to the regional planning and programming process largely due to their ability to coordinate local debate and decision making among the county and the constituent cities. Several CMAs have noted that the increased level of cooperation has directly benefited the local planning process as well. However, unless there is explicit recognition at the policy board level that interjurisdictional cooperation and coordination is important, it is often difficult to sustain, particularly when controversial choices and tradeoffs need to be made. Therefore, MTC staff would recommend that if a county and its constituent cities choose to opt out of the CMP process and the formal CMA structure, those jurisdictions should formally agree to transfer the responsibilities and activities outlined in Attachment A to a new city-county policy structure. We recommend further that the mechanism required to designate a substitute agency be the same as that established in AB 2419 to opt out of the original CMP requirements; that is by resolutions adopted by "a majority of local governments, collectively comprised of the city councils and the county board of supervisors, which in total also represent a majority of the population in the county." We believe, however, that the county and cities themselves are best able to define the structure and make-up of the substitute agency (Joint Powers Agreement, Memorandum of Understanding, etc.).

- *Would MTC continue to allocate 3% Surface Transportation Program (STP) funds to the CMAs or a substitute agency if formed?*

We recommend that a CMA or substitute agency should receive the 3% funding only if it agrees to assume all of the responsibilities and tasks outlined in Attachment A.

- *How would MTC coordinate fund programming recommendations and decisions in a county that opted out of the CMP program, and did not form a substitute agency?*

We would recommend that MTC assume primary responsibility for establishing project priorities for funding in the absence of a substitute agency to carry out the responsibilities and tasks outlined in Attachment A. While we would seek the input and concurrence of county boards of supervisors and city councils, we would directly assume the role of reconciling conflicting positions and making any required trade-offs.

For agencies that elect to designate a substitute agency under the provisions described above, MTC would have to amend the existing 3% STP funded planning agreements between MTC and the new agency for FY 1996-97 to reflect the roles, tasks and actions outlined in Attachment A. For CMAs that will retain full CMP responsibilities, we would recommend minor administrative adjustments to the STP planning agreement workscopes to update tasks outlined in Attachment A related to the Commission's development and implementation of the Regional Transportation Plan, fund programming, and recently adopted land use policy.

Recommendation

We recommend that LPAC approve the concepts as outlined above and the requirements outlined in Attachment A as MTC's policy in response to AB 2419, and forward this to the full Commission for approval. This policy would be the basis for amending the planning contracts between MTC and the Congestion Management Agencies or designated substitute agencies for the remainder of FY 1996-97, as appropriate; and the basis for any future contracts.

ATTACHMENT A

Tasks and Functions of Congestion Management Agencies (CMAs) or Substitute Agencies Required for 3% STP Funding

Designation

- For any county and its constituent cities that retain the Congestion Management Agency and Congestion Management Program requirements under Government Code Section 65089 et seq., no additional designations of authority to carry out the provisions of the 3% STP Funding contracts are required.
- For any county and its constituent cities that elect to opt out of the Congestion Management Agency and Congestion Management Program requirements under Government Code Section 65088.3, those jurisdictions must designate a substitute agency to assume and carry out the tasks outlined in this Attachment, in order to qualify and obtain 3% STP funding.
 - The substitute agency must be designated by resolutions adopted by a majority of local governments in the county, collectively comprised of the city councils and the county board of supervisors, which in total also represent a majority of the population in the county.
 - The county and its constituent cities may structure the substitute agency in any manner they choose, as long as that agency has the authority to fully carry out the tasks and responsibilities outlined in this Attachment.
 - For counties and constituent cities who opt out of the CMA/CMP and do not designate a substitute agency, MTC will assume primary responsibility for establishing project priorities for funding in the absence of a substitute agency, including the reconciliation of conflicting positions and making any required trade-offs in the county.

General Tasks

- Serve as liaison and facilitator for county and city interests in reconciling local planning and funding project priorities for inclusion in MTC's Regional Transportation Program (RTP), Transportation Improvement Program (TIP) and other appropriate regional efforts.

- Assist MTC in monitoring the progress of federal and state funded projects to ensure that the region does not lose funds when project sponsors miss important project delivery deadlines, and funds expire.
- Participate in the Bay Area Partnership activities, including development of
 - regional criteria for short and long term transportation investments
 - priorities for regional and countywide transportation plans
 - regional sponsored legislation, and legislative advocacy positions
 - regional strategies to better operate and manage the system including ridesharing.

MTS Management and Performance Tasks

Prepare a Congestion Management Program (CMP) or other appropriate planning document (e.g. countywide plans, corridor studies, action plans, etc.) that will include the following tasks:

- Assist MTC in the refinement of the multi-modal Metropolitan Transportation System (MTS), and the development and implementation of performance measures for the MTS.
- Identify multimodal, operational strategies to relieve congestion and improve mobility on the MTS.
- Coordinate AB 434 investments with regional "traveler assistance" programs and activities, i.e. ridesharing, regional assistance telephone number, commute check program.
- Ensure that any county level travel demand models required to develop the CMPs or other county transportation planning documents are consistent with the recommendations of the Regional Modeling Coordination Study; this includes the development of highly consistent model components including use of MTC's BAYCAST model currently under development. Models developed for CMP purposes will be reviewed against the MTC "Checklist" in effect at the time the CMP is prepared.

Transportation/Land Use Coordination Tasks

- Assist the Commission in implementing its approved transportation/land use policy (attached).

Multimodal/Flexible Fund Programming Tasks

- Participate in developing principles and criteria for multimodal project screening, priority setting and programming. Multimodal priority setting processes will be integral to the RTP, RTIP, and TIP.
- Assist in the development of corridor management strategies for the 1998 RTP and Track 2.
- Solicit project proposals for flexible state and federal funds from local sponsoring agencies to be programmed in the federal TIP, in accordance with regional guidelines.
- Develop a Capital Improvement Program that reflects multi-modal emphases and priorities, as input to various processes including the RTP, TIP, RTIP/STIP, and sales tax expenditure plans. The CIP may be part of the CMP or other relevant county or corridor based plans that establish investment needs and priorities.

tmcml:c/docs/other/ab2419
10/28/96



Solano Transportation Authority

333 Sunset Avenue, Suite 200
Suisun City, California 94585

Area Code 707

422-6491 • Fax 429-2894

Members: October 17, 1996

Benicia
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Suisun City
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TO: Steve Lessler
FROM: Martin Tuttle
RE: Health Shuttle

Martin Tuttle
Executive Director

John Gray, Kevin Daughton, Morrie Barr and I met with county health staff today in regard to both the short-term and long-term plight of the shuttle. Here are the key principles which I understand will be implemented:

1. On November 4, the shuttle's schedule will expand from 7:30 a.m. to 5:30 p.m. service during weekdays.
2. Solano County will seek \$65,000 in State Transit Assistance funds through the STA and MTC to cover its share of the increased cost of the service.
3. The expanded service will include an additional stop at the Target store (Beck Avenue). An additional stop may also occur at the county's Enterprise Drive facility, if it can be worked into the regular route schedule (yet to be determined).
4. On September 8, 1997, or earlier, the Courage Drive facility will be served by regular fixed route service.

These actions adequately address the Health Shuttle issue, both in the short and long-term. I'm hopeful that this approach will finally put the matter behind all of us.

cc: John Gray
Morrie Barr
Kevin Daughton

Benicia Herald
10-18-94

Transit planners will rethink rail option for bridge

■ Hayes angry with
Contra Costa officials.

By Sarah Rohrs
HERALD STAFF WRITER

Before abandoning a light rail system on the new Benicia Martinez Bridge, Solano and Contra Costa transit planners agreed Thursday to gather more information and revisit the issue.

At the early morning meeting in Benicia, Mayor Jerry Hayes raised the hackles of Contra Costa elected officials by accusing them of "withdrawing support" for a light rail system on the bridge and for "failing to keep faith with our electorate."

Representatives from both the Solano Transportation Authority and the Contra Costa Transportation Authority, in turn, accused Hayes of firing off a divisive letter to the Metropolitan Transportation Commission that they said would do little to resolve the issue.

In his Oct. 11 letter to MTC

executive director Lawrence Dahms, Hayes wrote:

"I believe it is ludicrous to ask the two county transit authorities to meet on a regular basis with Caltrans to resolve any issues that may arise, and then to totally ignore the clearly state goals of one of the parties to those discussions," he wrote.

Suisun Mayor Jim Spering said Hayes' letter did a disservice to both authorities because it refers to a consensus that was reached at a meeting the Benicia mayor did not attend.

"It's extremely important for the two counties to work together and not drive a wedge between them," Spering said.

Clayton City Councilwoman Julie Pierce said planners in her county are committed to rail, but, after lengthy review, determined that such a system may not be feasible because of cost and engineering factors.

"Rather than blindly discard

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rail, we're trying to find alternatives that we can do within the existing costs," she said.

The issue over light rail on the new span arose last month when transit representatives from both authorities hashed out a consensus that light rail should not be pursued because of increased costs and because no specific project had been proposed.

"To plan for rail that may occur 60 years from now is not a good investment," said Herman Wehm, a San Ramon city councilman. "A reality check has to come to play here," he added.

The \$15 million cost increase stems from a plan to widen the new span enough to accommodate both a shoulder and enough space for a light rail track that might be built sometime in the future, said a state Department of Transportation staffer.

Nino Cerruti, CalTrans project manager on the bridge, said the light rail option could be preserved at a cost of \$10 million if the road shoulders were converted to rail tracks. He said most Bay Area bridges do not have shoulders.

With the light rail option up in the air, planners also learned that construction of the new span has been pushed back another year.

Cerutti drew a collective sigh of exasperation when he told the group work on the new span would not begin until "mid-1999," a one-year delay.

The delay is caused by CalTrans' need to negotiate for land purchases to accommodate approaches to the new span. Cer-

ruti said. The Environmental Impact Statement also took longer than expected, he added.

Planners on both sides of the bridge didn't want to accept the new timetable and urge CalTrans to begin even minimal construction activities in 1998, the previously projected start date.

Pierce feared voters and state legislators would lose their patience.

"We could lose (Regional Measure 1) money for the bridge. We got people fighting to keep it, but there's no guarantee," Pierce said. "A one year delay is not acceptable."

Cerruti said some grading work around the new toll plaza area could begin in 1998, but he not promise that the schedule of actual construction could be moved up.

COUNTY LIGHTS UP for rail crossing

■ Commission's decision not final, but panel wants to remove this option.

Benicia Herald

By Sarah Rohrs 10-16-94
HERALD STAFF WRITER

With freeway congestion getting worse every year, Solano County transportation planners have been eyeing a light rail system as one way to relieve area traffic problems.

But the Metropolitan Transportation Commission wants to remove the potential for the new span of the Benicia Martinez Bridge to carry a light rail train similar to BART.

The MTC's decision is not final, but it has already incensed local transportation planners who want the light rail option preserved.

"We want to build the capacity for a substructure in the bridge . . . so that it can be expanded someday to accommodate rail," said Mayor Jerry Hayes.

"We want them to do it because we know it's coming and

it's in our future," said Hayes, who serves on the Solano Transportation Authority, an agency that allocates transit money and plans for new transit systems.

The MTC's work program committee will discuss the issue Nov. 8 and may make a recommendation to the full board of directors at that time.

In an effort to head off a recommendation to eliminate the light rail option, officials from Solano Transportation Authority, Contra Costa Transportation Authority, state Department of Transportation, and MTC will meet Thursday morning in Benicia to discuss the issue.

Marty Tuttle, STA executive director, said that while no specific plans exist, the potential for a BART-like rail service should be built into the plans for the new span.

"What STA is proposing is that the bridge should be designed in such a way that light rail could connect Benicia, Vallejo and

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Rail

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Fairfield with Contra Costa," he said.

"Our position is that they ought to make some transportation options available, not eliminate them for future years," he added.

Bill Hein, MTC deputy executive director, said that the light rail option was eliminated from plans primarily because of increased costs and because no concrete light rail plan is in the works.

In an Oct. 11 memo, MTC director Lawrence Dahms said that while the agency intended to fund a light rail option on the new bridge a number of factors have emerged that makes such a service infeasible.

In particular, he said costs to preserve a future rail option on the new span have risen from \$15 million to about \$25 million.

"Our analysis of this cost indicates that it would not be preferable to build a new structure with a future rail option

unless there was a 100 percent certainty of constructing rail on this bridge in the next 30 to 40 years," Dahms wrote.

"There are currently no plans for rail of any kind on this bridge in the future," according to the memo.

Dahms' assistant, Bill Hein, MTC deputy executive director, said the agency has determined it would be preferable to build a new bridge and its approach to accommodate a specific rail system.

Freight trains and passenger trains within the Capitol Corridor service cross the Carquine Strait on the Union Pacific railroad bridge which is below the vehicle bridge span.

The Union Pacific bridge (formerly the Southern Pacific rail bridge) could accommodate morning and evening commuter service if significant upgrades are made to the tracks.

Capitol Corridor trains could not be upgraded to a light rail service on the bridge because the trains would be unable to climb the incline from the shore up to the bridge span, Tuttle said.

Dream of Unsnarled Traffic Far Off for Contra Costa

By Erin Hallissy
Chronicle East Bay Bureau

Contra Costa County commuters who have spent years in traffic jams awaiting the end of frustrating freeway construction projects may be in for *deja vu* all over again.

True, the 298,000 motorists who drive through the Interstate 680-Highway 24 interchange should get some relief in 1998, after the nine-year construction project that has delayed traffic and befuddled drivers with confusing lane changes is finished.

But booming development in east and south Contra Costa County and parts of neighboring Solano and Alameda counties will create a new set of nightmares along stretches of every freeway and most major thoroughfares in the East Bay suburbs.

By 2010, almost twice as many vehicles will squeeze onto some stretches of freeway that are already nearly unbearable during rush hour, traffic analysts predict.

Cindy and Mike Hill moved to Antioch seven years ago because they were looking for an affordable home in an area with a small-town feeling. But Mike, who owns a construction company and often works in the South Bay, spends three hours a day commuting, while Cindy, who works at John Muir Hospital in Walnut Creek, ends up in bumper-to-bumper traffic.

Cindy Hill, like thousands of other east Contra Costa commuters, often takes Highway 4 to Pittsburg, then gets off and drives on Kirker Pass Road — a thoroughfare that cuts through the hills to Concord and becomes Ygnacio Valley Road.

"Kirker Pass is good until you get over the hill, then it stops in Concord," Hill said. "There's no real good shortcut. Everyone has found them."

COMMUTER CHRONICLES

East county commute woes should ease a little when BART opens its new Bay Point/Pittsburg station in December, but traffic projections show that won't be enough. The Contra Costa Transportation Authority says in 2010, drivers can expect the worst problems on Highway 4 in Antioch and on Highway 4 through the Willow Pass between Bay Point and Concord, along with I-680 between Walnut Creek and Concord and another stretch of I-680 between Danville and Walnut Creek.

The problem is simple — too many cars and not enough money for highway improvements. Widening freeways and thoroughfares is also unlikely because many politicians and environmentalists believe it would just spur more residential growth. In fact, Caltrans' original plans for a network of freeways, including links between Walnut Creek and Pittsburg, and Moraga and Danville, were shot down in the '70s and '80s.

"I think it's a myth to think we can build our way out of traffic problems," said Robert McCleary, director of the Contra Costa Transportation Authority. "We'll work to give the public the best value that we can, but at some point there's only so much that can be done. We're forecasting gridlock for 20 years from now."

The dismaying news may not be a surprise to Contra Costa residents, who have seen their daily commutes lengthen even as lanes were added to some freeways and major thoroughfares such as Ygnacio Valley Road. The improvements have been no match for the growth that has seen Brentwood named as the fastest-growing city in California this year. Antioch and San Ramon became major cities in the past decade.

Even people who tried to avoid traffic problems have found their efforts thwarted. Michael Markowitz moved from Concord to south Walnut Creek eight years ago so he wouldn't have to drive through the 680-24 interchange to his Danville law practice. But as thousands of jobs have been added in business parks in San Ramon and Pleasanton, traffic crawls on 680 south of the interchange.

Frontage Road Quicker

"It's a mess," Markowitz said. "Most mornings nowadays I take the frontage road because it's quicker."

Even so, it takes Markowitz 30 minutes to drive just a few miles. And, like thousands of other commuters, he said he cannot take public transit or carpool. He needs his car during the day to make court appearances in Martinez, Richmond or Pittsburg.

About 17,300 central Contra Costa commuters who work in Alameda County or San Francisco take BART, making the Concord line the busiest line in the system, said BART spokesman Ron Rodriguez. Most commuters, however, are willing to endure stop-and-go traffic to get to work.

Caltrans spokesman Greg Bayol said Contra Costa County is second only to Alameda County for vehicle delays. Contra Costa commuters spend a total of 13,400 hours a day in slow traffic, with the worst tie-ups on Highway 4 from Antioch to the Willow Pass, at the 680-24 interchange, on Highway 24 before the Caldecott Tunnel and on I-680 through San Ramon Valley.

Weather Delays

The completion of the Walnut Creek interchange should ease commutes for many people. The \$315 million project, the largest of its type in Northern California, has been plagued by construction accidents and rain-caused delays that threw it a year behind schedule.

"It doesn't seem like it's going real fast," said David Camille, a Benicia resident who goes through the interchange every day on the way to his job at Unocal's business

office in San Ramon. "If they can rebuild a complete freeway in L.A. in a couple of weeks, why can't they rebuild a little interchange faster?"

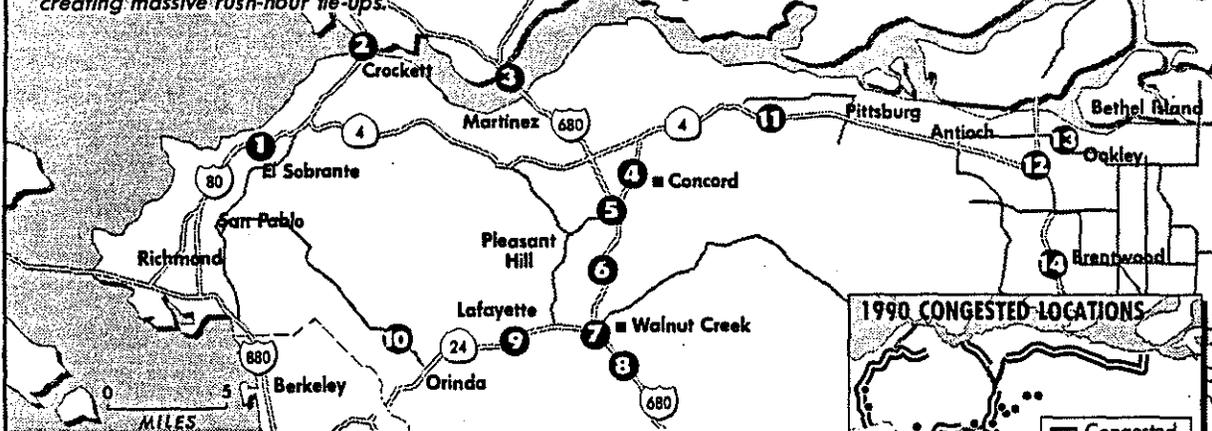
Those feelings are shared by many commuters, acknowledged Caltrans spokeswoman Victoria Pike. But she said the interchange reconstruction, which involves new on- and off-ramps, new and wider bridges and 7.5 miles of freeway widening, is far more complicated than rebuilding earthquake-damaged Interstate 10 in Los Angeles.

"You're dealing with 298,000 cars going through the interchange. It's a constant effort to move traffic while building elevated structures," Pike said.

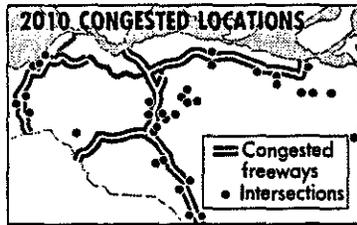
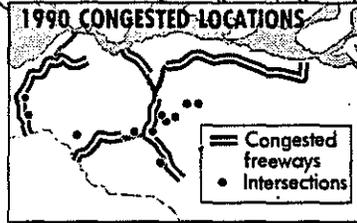
The new interchange will have at least three lanes in each direction and a more logical configuration that eliminates weaving, so traffic should move more smoothly, although "during peak hours you're never going to have people flying through this interchange at 55 or 65 miles an hour," Pike said.

CONTRA COSTA TRAFFIC IMPROVEMENTS SLATED

The Contra Costa Transportation Authority has identified a number of freeway and bridge construction projects to improve traffic conditions in Contra Costa County. Some of the projects identified below have already been started, while others are scheduled to begin and be completed in the next 10 to 15 years. However, planners predict that even with the improvements, traffic volume could overwhelm freeways and thoroughfares by 2010, creating massive rush-hour tie-ups.

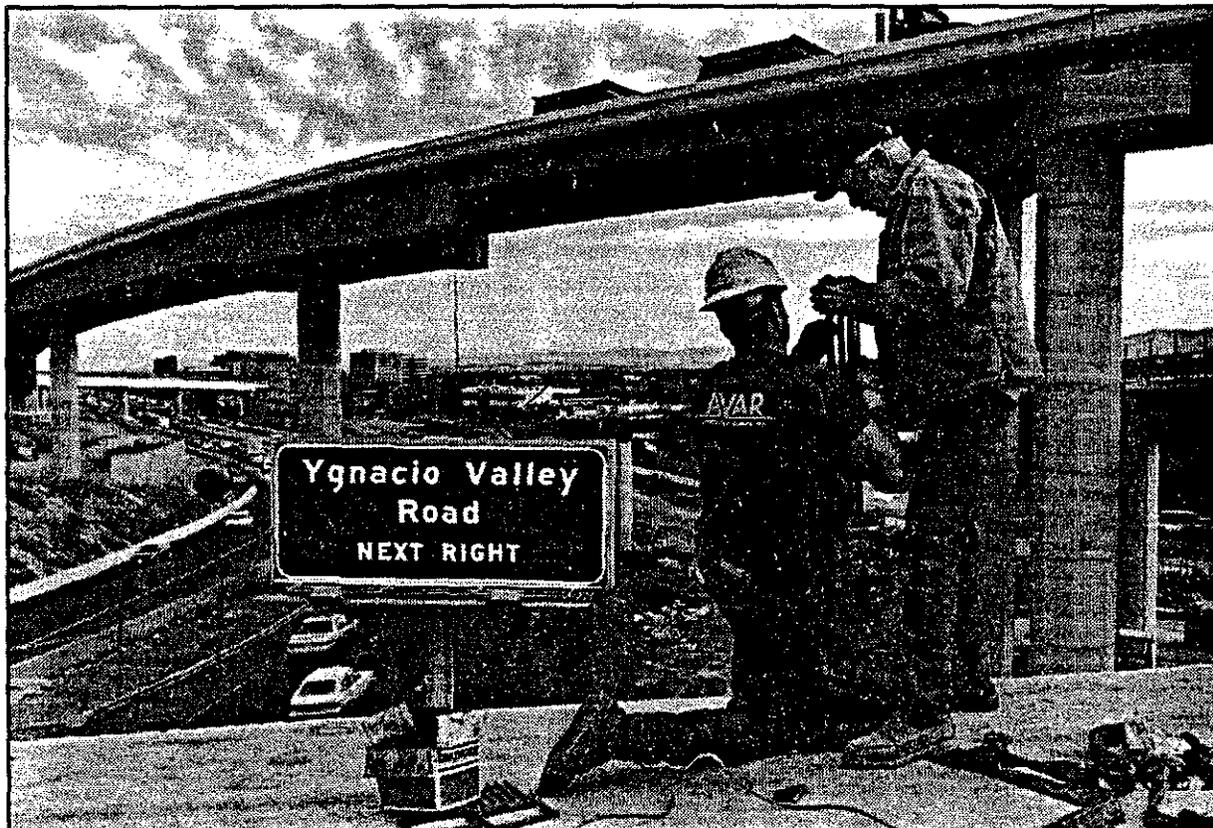


- | | |
|---|--|
| <ul style="list-style-type: none"> 1 Add carpool lanes to I-80 2 New Carquinez Bridge span 3 New bridge (Four lanes plus truck climbing lane) 4 SR 24/Concord Ave. interchange project 5 Possibly increase carpool lanes on SR 24 6 Add carpool lanes to I-680 from Benicia Bridge 7 Reconstruct interchange at I-680 and Hwy. 24 and widen freeways | <ul style="list-style-type: none"> 8 I-680/Rudgear Rd. interchange improvements 9 Modify and install signals at Deer Hill interchange 10 Improve Camino Pablo 11 Extend BART 12 Construct Hwy. 4 bypass (developer funded) 13 Widen Hwy. 4 (four lanes) 14 Construct Hwy. 4 bypass (developer funded) |
|---|--|



Source: Contra Costa Transportation Authority

CHRONICLE GRAPHIC



BY MICHAEL MALONEY

Construction workers prepare cables on a connector between Highway 24 and Interstate 680

Transit experts may look to voters for funds

By Charles Levin
DAILY REPUBLIC

FAIRFIELD—The future of local transportation funding rests with voter-approved taxes promoted by business-community muscle.

So said experts at a workshop hosted by Solano Transportation Authority on Friday to brainstorm funding solutions for county transit and road needs.

About 60 people attended the meeting, including mayors, city managers and local and regional transportation experts who acknowledged that future funding looks bleak and a pro-active

strategy offers the best solution.

Key to any approach, however, will be galvanizing the public, whose transportation awareness only surfaces after there's a crisis.

"We don't talk to our constituents unless there's a problem," said Steve Lessler, authority chairman and a Fairfield city councilman. "I think that's something we need to correct."

Increased population in Solano County and the Bay Area continues to strain local transportation needs, particularly Interstate 80, which averages between 121,000 to 143,000 drivers

daily between Vallejo and Vacaville.

The authority acts to ensure that approved transportation projects finish on schedule and hires consultants to research funding for remaining projects.

Currently, it's assisting completion of the I-80 Reliever Route, a series of back roads linking Vacaville to Cordelia that will offer relief from expected rush hour freeway gridlock; two new bridges over the Carquinez Strait; Highway 37 improvements at White Slough in Vallejo; and increased trains for the Capitol Corridors rail service.

But the workshop also brought grim news.

State and federal dollars for road and transit needs are shrinking. Though Solano County and its seven cities receive \$300 million annually for transportation, expenditures still outpace revenues.

"And it's a bad time to be doing this because we're going to need more transportation investments," said Marty Tuttle, authority executive director. California ranks last nationally in per capita spending on transportation, said John Gray, Solano County's

director of transportation.

Three statewide measures that voters passed in 1990 have failed to deliver \$2 million annually in promised funding, Gray said. Approved taxes didn't generate promised dollars, and legislators used transportation funds to balance the budget, he said.

The picture is just as grim at the federal level where the Intermodal Surface Transportation Efficiency Act, passed in 1990, expires next year. Renewal is uncertain, said Larry Dahms, executive director of the Metro-

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Transit From Page One

politan Transportation Commission, a nine-county Bay Area agency that oversees the distribution of federal funds.

About \$6.7 million of ISTEA money flows into the county, Tuttle said.

Federal dollars for transportation are certain to drop as lawmakers attempt to balance the budget and reduce the deficit. Cuts will range between 20 percent to 33 percent, depending on which plan is passed, President Bill Clinton's or a Republican proposal, Dahms said.

On the positive side, however, Solano County is positioning itself well to compete for dwindling greenbacks with excellent representation on MTC from Suisun City Mayor Jim Spering, Dahms said. The authority's new status as an independent agency also helps it to compete for money.

Still, a transportation tax is the only solution for the impending fiscal crisis, Lessler said.

A half cent county sales tax could yield up to \$32 million annually or about \$600 million

over 20 years, an authority report said. A 10 cent regional gas tax could yield about \$12 million annually or about \$240 million over 20 years.

"The bottom line is we have to become a self-help region," Lessler said. "People are going to have to tax themselves." The greatest hurdle will be changing the public's mind set because "they don't think (transportation) is a priority until it's broken."

Workshop participants heard from Mike Evanhoe, director of congestion management for Santa Clara Valley Transportation Authority, who outlined two upcoming ballot measures in Santa Clara County that Solano County may explore as a possible remedy.

The South Bay county passed a similar measure in 1992, but it was ruled unconstitutional because it only passed by 56 percent. Under Proposition 62, the Santa Clara authority was deemed a special district, and a tax measure to benefit its coffers requires a two-thirds majority to pass.

But Santa Clara business

interests have backed this year's Measures A and B. One provides a half-cent tax to raise \$1.1 billion over nine years. The other asks voters if they would approve a list of transportation projects if the funds are available.

The money will go to the county's general fund and skate around the special district, two-thirds majority requirement. And local business leaders have promised to recall county supervisors if that money isn't spent on transit and roads, Evanhoe said. The businesses have conducted three polls, which promise the measures will pass.

But Santa Clara's example "is a goal (and) not a realistic example," said Denis Mulligan, Caltrans project chief.

Few counties have a similar economic base to Santa Clara, home to the high technology Silicon Valley, he said.

Still, there was general agreement that Solano County officials must start looking past transportation insiders and start enlisting help from the business community, perhaps by establishing transportation

coordinators at local companies.

Mary McCarthy, president of Solano Economic Development Corp., couldn't say whether local businesses would rise to that challenge but agreed it was a viable way to solve regional issues, such as transportation.

"Unless you have a cooperative venture . . . these measures will not pass said McCarthy, asked for comment later that day. "(It's) a forward-looking concept . . . and the best way to address service needs and revenue shortfalls in the long term."

Tuttle wouldn't discount asking voters for a tax but couldn't say when. For the moment, the Solano authority will continue to press for completion of its priority projects, he said.

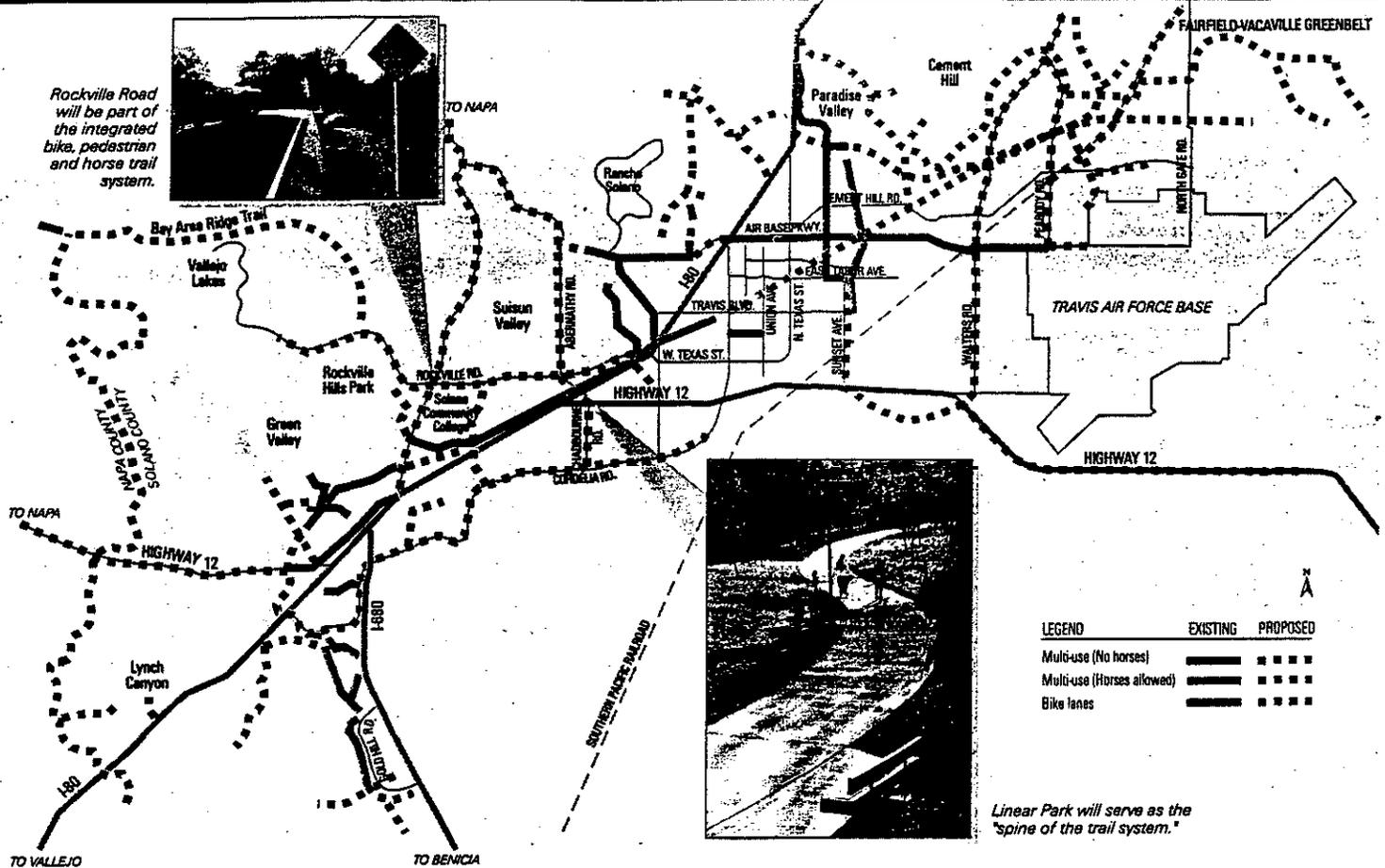
"We can't take giant steps (to a tax)," Tuttle said. "There are several steps we have to take before we go to the voters."

But he promised that will happen before the county experiences a transportation crisis.

Correction

Solano County and its seven cities have received a total of \$300 million for road and transit purposes since 1990. An article Saturday had the number wrong.

Fairfield's first master trails plan



Initial proposal draws wide network of city trails

By Ian Thompson
DAILY REPUBLIC

FAIRFIELD — Extending Linear Park, completing the Bay Area Ridge Trail, adding more bike lanes and blazing a trail around Cement Hill are among the ideas Fairfield planners hope to discuss with local residents on Wednesday.

These and other trail proposals are in the initial draft of Fairfield's first master trails plan, which was

released Thursday.

People can talk about the plan at a workshop 6 p.m. Wednesday in the Senior Center Assembly Hall, 1200 Civic Center Drive.

The draft master trails plan came out of the city's 1992 General Plan, which suggested that the city develop an integrated bike, pedestrian and horse trail system in Fairfield.

Previous plans included trail and bikeway improvements, but this is

the first trail plan that covers the entire area, Assistant Planner Michael Van Lonkhuysen said.

"This will guide the city as it grows and help the city apply for grants to build the trails," he said.

The plan includes a spider web of bike lanes, bike trails and pedestrian overcrossings that link almost every neighborhood, school and shopping area in town.

Linear Park will serve as the

"spine of the trail system," off of which dozens of smaller trails spread north and south following creeks, undeveloped hillsides and residential streets.

Plans for a hiking/equestrian trail running from Paradise Valley around the base of Cement Hill to Peabody Road and then to North Gate Road is one of the touchier proposals because most of the land is

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privately owned.

The proposed trail network will also connect Fairfield with Suisun City, Vacaville, Travis Air Force Base and Napa.

"You will eventually be able to ride a bicycle from Vacaville to Napa," Van Lonkhuysen said.

The more significant ideas include:

Expanding and linking the three segments of the Bay Area Ridge Trail that runs north from Lynch Canyon to Vallejo Lakes and then east to Rockville Hills Park.

Completing and improving the trail linking Laurel Creek with Lagoon Valley Park in a joint effort with Vacaville.

Extending the Linear Park trail west to Cordelia and east to the Fairfield-Vacaville greenbelt near Peabody Road.

Fairfield has what Van Lonkhuysen calls a promising start with 13 existing trails, ranging from the Linear Park trail — which runs from Travis Boulevard to Solano Community College — to the small Old Ranch Road trail in north Fairfield.

He admits Fairfield "missed many opportunities" in the 1970s and early 1980s when it failed to plan for good bike and pedestrian trails during its expansion.

All the proposals are extremely tentative. Their future form depends on what people

at the workshop and future public hearings tell planners to do, Van Lonkhuysen said.

"We want to get any other ideas for trails, how to link them and what concerns people have about the proposed trails," Van Lonkhuysen said.

The plan goes to the Community Services and Open Space commissions later this year. The City Council is expected to vote on it early next year.

Free copies of the plan are available at the Fairfield Planning Department at Fairfield City Hall, 1000 W. PAGE 27 more information, call Van Lonkhuysen at 428-7659 or Gretchen Stranzl McCann at 428-7431.

Solano BART adds routes to Bay Area

FAIRFIELD — Riders of the Solano BART Express can now continue on to San Francisco or Oakland airports.

Express riders who wind up at the Pleasant Hill BART station can take a Black Tie shuttle bus to either airport from the Embassy Suites Hotel at 1345 Treat Blvd. Black Tie departures are synchronized with the Express arrivals. Return service from both airports is also available.

One way tickets for the BART express are \$3.50 between Vacaville and Pleasant Hill and \$3 from Fairfield. Black Tie offers a \$5 discount to riders who transfer from the BART express, charging \$13 to Oakland and \$18 to San Francisco.

For more information, call Fairfield-Suisun Transit at 422-BUSS or Black Tie Transportation at (800) 320-3023.

OCTOBER 17, 1996 • DAILY REPUBLIC

SOLANO TRANSPORTATION AUTHORITY
Minutes of the Meeting of
October 9, 1996

1.0 Call to Order - Confirm Quorum

Chairman Steve Lessler called the meeting to order at 6:00 p.m. A quorum was confirmed

MEMBERS

PRESENT:	Steve Lessler	City of Fairfield
	Jerry Hayes	City of Benicia
	Don Erickson	City of Dixon
	Helen Madere	City of Rio Vista
	Gary Tatum	City of Vacaville
	Bill Patchell	City of Vallejo

MEMBERS

ABSENT:	Ed Schlenker	County of Solano
	Jim Spering	City of Suisun City

ALSO

PRESENT:	Alan Nadritch	City of Benicia
	John Chang	University of California, Berkley
	John Kreiger	DAVE Transportation
	Morrie Barr	City of Fairfield
	Kevin Daughton	City of Fairfield
	Paul Menaker	Korve Engineering
	Michelle Morris-Brubaker	MTC
	Elizabeth Richards	Solano Commuter Information
	Marci McGuire	Solano Commuter Information
	John Gray	Solano County
	Martin Tuttle	STA
	Kim Kloeb	STA
	Dan Christians	STA
	Matt Todd	STA
	Stacy Medley	STA
	Paul Hom	City of Vacaville
	Pam Belchamber	City of Vallejo

2.0 Approval of Agenda

Martin Tuttle noted that the page numbers were two pages off on items 8.1 onward. This was due to a last minute addition of two pages to the agenda package. At this point Chairman Lessler presented a certificate of appreciation to Marci McGuire of Solano Commuter Information for being named a Clean Air Champion by the Bay Area Air Quality Management District.

Marci McGuire accepted the award and thanked the STA for their interest. The agenda was approved by a unanimous vote on a motion by Mayor Jerry Hayes and seconded by Vice-Mayor Gary Tatum.

3.0 Executive Director's Report

Executive Director Martin Tuttle informed the board of the following items, not all of which were contained in the written report provided with the agenda package.

- Martin Tuttle noted that an item requested by Vice Mayor Tatum on the Fairfield/Vacaville joint traffic model will be postponed at the request of Vacaville staff. The study has not yet been completed.
- The time of the October 30 TAC meeting has been changed from 1:00 p.m. to 11:00 a.m. to allow staff from Solano County to participate in MTC's 25th anniversary workshop in Oakland at 2:00 p.m.
- A package of information has been prepared for the STA workshop on October 18.
- STA staff is working with Vallejo staff, and Caltrans, on issues related to the Carquinez Bridge.
- Work continues on the Capitol Corridor Joint Powers Board (CCJPB). Mayor Jim Spring serves as chair of this board, and Mayor Jerry Hayes also represents the STA on the CCJPB. Martin Tuttle met with the newly appointed Deputy of Rail, Ken Bosanko. The Deputy of Rail is a newly created position.
- A joint meeting of the Contra Costa Transportation Authority and the Solano Transportation Authority will be held on October 17 in Benicia. The meeting will provide a forum to address issues related to the Carquinez and Benicia-Martinez Bridges. Both projects are on schedule.
- The Highway 12 project is now scheduled to be completed in November. Caltrans had threatened to stop work on this project if the funding shortfall had not been addressed. Martin Tuttle thanked the cities of Vallejo and Fairfield for their cooperation in addressing the shortfall on this critical project.
- Martin Tuttle noted that progress continues on all of the STA Priority Projects. He noted that one of the questions during consultant interviews for the I-680/80 Interchange Action Plan was "why hasn't this project been implemented earlier?". The response to the question was that it lacked a clear advocate. The role of the STA will be as an advocate for all STA Priority Projects.

4.0 Comments/Update from Staff, Caltrans, and MTC

There were none.

5.0 Opportunity for Public Comment

There was no comment from the public.

6.0 Consent Agenda

The consent agenda was approved by unanimous vote on a motion by Mayor Jerry Hayes and seconded by Vice-Mayor Gary Tatum. The consent agenda included the minutes of the September STA meeting, the September Technical Advisory Committee, and the 1996-97 Solano Paratransit contract with the City of Fairfield .

7.1 Consider approval of a letter to Congressman Fazio and Riggs concerning funding for the improvement of North Gate Road.

John Gray of the Solano County Transportation Department presented background on the revised proposed project, that would include an extension of North Gate Road to the Leisure Town Road Extension.

John Gray stated that there has been increased pressure, including from Travis Air Force Base officials, for improvements to North Gate Road since the recent fatal accident there. Solano County does not have funding for these improvements, and the letters to our congressional representatives requested funding from the Department of Defense (DOD). The DOD has funded other improvements to access Travis Air Force Base in the past, including Walters Road.

There was some discussion of the potential impacts of this proposed improvement on existing traffic patterns in Vacaville. Vice Mayor Gary Tatum asked that John Gray keep him, and staff from Vacaville, informed on the progress of the proposal.

Mayor Don Erickson moved that the chairman be authorized to sign both letters. The motion was seconded by Mayor Jerry Hayes, and was unanimously approved.

7.2 Consider a resolution supporting a revised provision for rail transit on the proposed Benicia-Martinez Bridge.

Martin Tuttle stated MTC's Deputy Executive Director Bill Hein raised the issue of the STA's support for augmenting the budget for the proposed new Benicia-Martinez Bridge by \$25 million to accommodate rail transit at the September 11 CCTA/STA Subcommittee meeting held in Hercules. Mr. Tuttle noted that Board members Bill Patchell, Gary Tatum, and Jim Spering also attended that meeting.

Martin Tuttle noted that a revised proposal to accommodate rail transit on the bridge was considered by the CCTA/STA subcommittee on September 18, and approved by the CCTA Board later that day. He noted this revised proposal would provide for strengthening the foundation to allow the planned shoulders of the new bridge to be utilized for rail transit in the future. The revised proposal is expected to cost approximately \$10 million by the project's manager. Mr. Tuttle said that the proposed STA resolution reflected support of the revised proposal.

Mayor Jerry Hayes said that Regional Measure One (RM1) mandates Caltrans to provide rail transit provisions on any improvements made to toll bridges with RM1 funds. Mayor Hayes stated that given the life expectancy of the proposed bridge, accommodation for some type of future rail transit makes sense. Mayor Hayes also pointed out that the Benicia-Martinez Bridge Principles and the RM1 ballot argument stated that the bridge would accommodate future rail transit. Mayor Hayes expressed concern with MTC's proposed position as recommended by MTC Executive Director Larry Dahms to the MTC Work Program Committee. Mayor Hayes also suggested that the resolution be amended to exclude any reference to the estimated \$10 million cost.

Mayor Jerry Hayes moved to adopt the amended resolution. The motion was seconded by Councilmember Helen Madere, and was passed unanimously.

7.3 Consider a resolution supporting Vallejo's request to the California Department of Transportation that a rail option be preserved as part of the Carquinez Bridge Project.

A resolution was offered to formalize an already stated STA request that Caltrans include an analysis of accommodating rail transit on the new Carquinez Bridge in their upcoming environmental analysis of the new bridge. On a motion by Councilman Bill Patchell, seconded by Councilmember Helen Madere, the STA unanimously approved the resolution.

7.4 Transfer of funding from a segment of the I-80 Reliever Route to the Highway 12 project.

Martin Tuttle said the STA was approached by staff Suisun City, MTC, and Caltrans to address a \$2.4 million funding shortfall on the Highway 12 widening project in Suisun City. The shortfall threatened an imminent halt to work on this important local and regional project, which is a critical part of the I-80 Reliever Route. He said the costs of the Highway 12 project would soar if its construction were halted. Mr. Tuttle presented the following proposal and noted the proposal was approved by MTC's Partnership Planning and Programming Committee (3PC), prior to the STA meeting, conditional upon STA approval:

Suisun City will provide \$400,000 in local funds. The remaining \$2 million will come from funds programmed to the STA's Peabody Road at Vanden Road intersection improvements, an I-80 Reliever Route project located primarily in Fairfield. The \$2 million will be repaid to the STA by the year 2000. The reimbursement will come from State Transportation Improvement Program (STIP) funds, or Surface Transportation Program (STP) funds, or, should the other funds not become available by the year 2000, the funds will be repaid by Suisun City.

Vice Mayor Gary Tatum requested that the minutes note that this exchange did not include any funding from the STA's I-80 Reliever Route project in Vacaville, the Leisure Town Road Extension.

The funding exchange was unanimously approved on a motion by Vice Mayor Gary Tatum, with a second by Mayor Hayes.

8.1 Award of a consulting contract for development of an Action Plan for I-80/680 Improvements.

Kim Kloeb noted that the STA had received three proposals for the Action Plan. Kim Kloeb and Martin Tuttle had interviewed the three proposers and selected the team of Korve Engineering and Smith and Kempton. Kim Kloeb requested that the STA Board authorize the Executive Director to sign a contract with the selected consultant, not to exceed \$10,000. Vice Mayor Gary Tatum moved that the board grant the authorization. The motion was seconded by Mayor Jerry Hayes, and passed unanimously.

8.2 Award of a consulting contract for development of an Intercity Transit Coordination Study.

Dan Christians noted that the STA had received three proposals for the Intercity Transit Coordination Study. The Transit Steering Committee had interviewed the three proposers and selected the team of Nelson Nygard Consulting Associates. Dan Christians requested that the STA Board authorize the Executive Director to sign a contract with the selected consultant, not to exceed \$56,000. Councilman Bill Patchell moved that the board grant the authorization. The motion was seconded by Vice Mayor Gary Tatum, and passed unanimously.

9.1 A presentation of the I-680/80/780 Triangle Area Study.

Paul Menaker, of Korve Engineering presented a short summary of the Plan. He noted that portions of I-80 and I-680 in Solano County would experience severe congestion the future if preventative action is not taken. He pointed out that relatively inexpensive improvements to the I-680/80 interchange could provide a significant improvement in the level of service on both freeways.

9.2 STA transportation conference/workshop.

Chairman Lessler said the conference/workshop will be held at 8:15 a.m. on Friday, October 18, at the Paradise Valley Golf Course. The meeting will be open to staff from STA partner agencies.

9.3 Board Members Comments.

Councilmember Helen Madere noted that she was pleased that the STA was taking more assertive positions on regional issues.

Mayor Jerry Hayes noted he had been informed that comments from a Benicia City Councilmember had been misrepresented at the PCC meeting, as per the draft PCC minutes. He requested that any comments represented in the minutes be ignored.

Adjourn The meeting was adjourned by Chairman Lessler at 7:35 p.m.

Draft
TECHNICAL ADVISORY COMMITTEE
Minutes of the meeting of
October 30, 1996

AGENDA ITEM 1. CALL TO ORDER

The regular meeting of the Solano Transportation Authority Technical Advisory Committee was called to order at 11:10 p.m. by Marty Tuttle at the STA Board Room. A quorum was confirmed.

PRESENT:	Kevin Daughton	City of Fairfield
	Leo Flores	Solano County
	Ed Huestis	City of Vacaville
	Dan Schiada	City of Benicia
	Janet Koster	City of Dixon
	Michelle Morris Brubaker	MTC
	Hilmer (Ace) Forsen	Caltrans
	Marty Tuttle	STA
	Kim Kloeb	STA
	Dan Christians	STA

AGENDA ITEM 2. APPROVAL OF AGENDA

Marty Tuttle indicated that he would like to add two additional Action Items to the agenda:

Agenda Item 11.	Annual State Transit Assistance Fund Claim
Agenda Item 12.	Proposed Joint Powers Board Agreement

Motion by Leo Flores, second by Kevin Daughton to approve the agenda as amended.

AGENDA ITEM 3. MINUTES OF MEETING OF SEPTEMBER 25, 1996

Leo Flores said that John Gray requested a few revisions be made to the previous minutes to modify the discussion under AGENDA ITEM 12. STATUS REPORT ON NORTH GATE ROAD PROPOSAL as follows:

John Gray presented this item. John started with a brief history of this project. In 1989, there was a consensus to extend North Gate out of Travis AFB to Leisure Town Road. After an unsuccessful attempt to obtain special Federal funding, the project was dropped. Recently, An accident prompted...

... Questions and discussion followed on the actual alignment and the relation to the I-80 Reliever Route Study. John Gray also said he would ~~send a letter to the STA Board asking for support.~~ prepare a letter to our congressmen requesting support in obtaining special Federal funding for this project. The letter is to be signed by both the STA Chair and the Chair of the Board of Supervisors.

Motion by Leo Flores, second by Ed Huestis to approve the minutes as amended.

AGENDA ITEM 4. OPPORTUNITY FOR PUBLIC COMMENT

There was no public comment.

AGENDA ITEM 5. COMMENTS FROM STAFF, CALTRANS, MTC

Kim Kloeb said that a revised I-80 Reliever Route Funding Agreement has been prepared. It is being submitted initially to the city of Fairfield then to the County for review. A draft will be submitted to the I-80 Reliever Route committee for their November 7 meeting, and on to the STA Board November 13. Ace Forsen asked that Caltrans be sent a copy.

Ace Forsen said that Joe Browne had officially left Caltrans District 4 and the Interim Director was Harry Yahata. Marty Tuttle said that he will plan to invite Mr. Yahata to an STA Board meeting.

Michelle Brubaker passed around a memo describing a slight change to the "CO Hot Spot requirements for Small Projects" that amends the project level conformity guidelines. She noted that MTC's 25th anniversary celebration would be celebrated at their Oakland offices in the afternoon. She also indicated that MTC is having a small reorganization that will be implemented in January and will result in more coordination between planning and financial staff.

AGENDA ITEM 6. SOLICITATION FOR THE DEVELOPMENT OF A LONG RANGE RAIL ALIGNMENT REPORT

Marty Tuttle described this item. He said that it will address rail transit on the proposed new Benicia-Martinez and Carquinez Bridges. Due to eminently pending funding decision concerning rail transit on the Benicia-Martinez and Carquinez Bridges, STA staff has solicited Wilbur Smith and Associates to prepare the subject report based on the proposed scope of work. The project will be funded with \$25,000 in project development funds.

Kevin Daughton suggested some changes to the scope to reference the BART line and not reference specific stations.

Ed Huestis noted that the some of the scheduled dates should be corrected to be consistent with the Board meetings dates.

Dan Schiada said that this plan should help get more support for these rail alignments since the study was being sponsored by the STA.

Marty said that Contra Costa was also having the Nolte Company conduct a rail study showing the "fatal flaws" of additional rail extensions.

Motion by Leo Flores, second by Janet Koster to approve the scope as amended. Unanimously approved.

AGENDA ITEM 7. CONTRACT WITH YOLO/SOLANO AIR QUALITY MANAGEMENT DISTRICT FOR FUNDING FOR CITYLINK

Kim Kloeb presented this report. He said the YSAQMD has granted the STA \$56,000 for operations of Citylink Route 30 for FY 96-7. These funds, as well as fares and reserves dedicated to the service will fund the service for the year. The contract for funding with the YSAQMD was attached.

Ed Huestis said that the Air District was trying to use these funds as seed money only and not to commit to long term funding for any project.

Motion by Leo Flores, second by Janet Koster to approve the staff recommendation to the STA Board to authorize the Executive Director to enter into the agreement with the YSAQMD for FY 96-7. Unanimously approved.

AGENDA ITEM 8. CONSIDER SUPPORT OF ENVIRONMENTAL ENHANCEMENT MITIGATION PROGRAM (EEMP) GRANT APPLICATIONS.

Dan Christians presented this report He said that the deadline for submitting EEMP applications to the State is November 12. To date staff is aware of the three grant applications for this program:

Solano County

- Grizzly Island Road at Hill Slough Fishing Bridge Conversion
- Rockville Road Pedestrian Path at Green Valley Creek

Solano Transportation Authority

- I-80 Regional Connector Bikeway (to cover shortfall from other grant requests)

Leo Flores described their two requests in more detail. Dan Schiada said that the city of Benicia was planning to submit an application for landscaping on their E. Second Street project. Also Ed Huestis said that they plan to submit up to four applications including landscaping of Intermodal Transportation Center, their Southside Bikeway, Nut Tree Parkway and landscaping of their Allison overcrossing. It was agreed that the cover sheets of their applications would be submitted to the STA staff to be included in the resolution being submitted to the Board.

Motion by Leo Flores, second by Kevin Daughton to support the approval of all of the mentioned EEMP applications. Approved unanimously.

AGENDA ITEM 9. UPDATE ON BICYCLE IMPLEMENTATION PLAN AND LETTER OF REQUEST TO UNION PACIFIC REGARDING POTENTIAL USE OF RAILROAD RIGHT-OF-WAY

Dan Christians presented this report. He said that at the last Bicycle Advisory Committee (BAC), input was made on updating the existing and proposed countywide bicycle plan map including new or amended routes that would now be shown slightly different than in the 1995 plan along with developing some grant request packages by Mike Jones, consultant. Dan went on to describe the segments, meetings and progress that had been made recently including the proposed letter to the Union Pacific (formerly S.P.R.R Company) inquiring about the potential use of their right-of-way from the Fairfield Linear Park -Vacaville-Dixon-Davis, a portion of the primary bike route.

Kevin Daughton suggested that the request also extend along the Jameson Canyon right-of-way. Also, it was suggested that the contact/address for the Union Pacific (or S.P.R.R. real estate office) office be double-checked. Motion by Janet Koster, second by Leo Flores to recommend the STA Board authorize the Chair to sign the letter incorporating the items discussed above. Unanimously approved.

AGENDA ITEM 10. SCHEDULE NOVEMBER AND DECEMBER TAC MEETINGS

Because of the upcoming holidays, the proposed November and December TAC meeting dates were discussed. It was agreed that the November TAC meeting would be held at 1:30 p.m. on Tuesday, November 26 and the December TAC would be canceled. Staff will send out a memo to that effect.

Motion by Dan Schiada, second by Leo Flores to approve the amended meeting schedule.

AGENDA ITEM 11. ANNUAL STATE TRANSIT ASSISTANCE FUND CLAIM

Marty passed around a staff report describing this request to approve STAF claims for 1995-96 for transit. He said that it includes approving a claim of \$509,000 for the city of Fairfield to acquire additional buses and \$65,000 for Solano County to ^{pay} paid for operation of the Courage Drive Shuttle service. The funds for 1996-97 would be programmed after the pending Intercity Transit Coordination Study is completed.

Motion by Kevin Daughton, second by Leo Flores to recommend the STA Board approve a resolution supporting these claims. Unanimously approved.

AGENDA ITEM 12. PROPOSED JOINT POWERS BOARD AGREEMENT

Marty Tuttle said that a Joint Powers Agreement had been prepared for the Capitol Corridor. It had been thoroughly reviewed by the attorneys of the member jurisdictions. He said that its intent is to operate the system with State funds and does not allow the involuntary use of TDA monies from any of its members. The system won't be allowed to operate in the deficit. The agreement has also been supported by the Sacramento Regional Transit system.

Motion by Janet Koster, second by Leo Flores to recommend approval of the proposed Capitol Corridor Joint Powers Agreement. Unanimously approved.

AGENDA ITEM 13. TIP MONITORING

Dan Christians said that he had passed out copies of the MTC TIP monitoring reports and would like them submitted back by November 21.

AGENDA ITEM 14. STA TRANSPORTATION WORKSHOP/CONFERENCE

Marty said that the comments made at the October 18 STA Workshop were attached. Everyone complimented the board and staff for the excellent workshop. Marty said that the Board would like to begin looking at their long term project needs with the possibility of trying to pursue a local sales tax and a larger forum with input from the business community next year. Michelle Brubaker said that MTC was also looking at Track 2, long term projects, as part of the Regional Transportation Plan. The 3CP committee would be reviewing a draft list of such projects at their November 18 meeting and this would be a good time to jointly discuss such projects and strategies. Michelle said that she would send over some of their draft information on this process in time for the STA Board mailout.

ADJOURNMENT

The meeting was adjourned at about 12:30 p.m. The next meeting will be held on November 26 at 1:30 p.m.

6.3 Authorize Chairman to sign Capitol Corridor Joint Powers Agreement (Martin Tuttle)

The proposed Joint Exercise of Powers Agreement to establish the Capitol Corridor Joint Powers Authority sets out the rights and obligations of the six member agencies, policy board and managing agency for the Capitol Corridor Joint Powers Board (CCJPB). After several weeks of work, the proposed agreement has the support of all CCJPB member agency staff.

Background

SB 457 (Kelly) authorized creation of the Capitol Corridor Joint Powers Board (CCJPB) to assume the responsibility for managing the Capitol Corridor rail service. This Board may be comprised of up to 16 members from six agencies appointed as follows:

- * Two members from the STA;
- * Six members from BART, two residents from the counties of Alameda, Contra Costa and San Francisco;
- * Two members from the Santa Clara Transit District;
- * Two members from the Yolo County Transit Authority;
- * Two members from the Sacramento Regional Transit District Board; and
- * Two members from the Placer County Transportation Planning Agency.

Under SB 457, the CCJPB is authorized to assume responsibility for the Capitol Corridor rail service if an Interagency Agreement is approved by the Secretary of Business, Transportation and Housing, based on a finding that the transfer of responsibility would result in cost savings to the State. The Business Plan is required to be submitted to Caltrans for approval and updated annually.

On August 14, the STA appointed Board members Hayes and Sperring as our representatives (Sperring serves as CCJPB's Interim Chair). All agencies have appointed representatives, except for the Sacramento Regional Transit District (RT), which deferred its appointments until their Board of Directors approved the CCJPB's Joint Exercise of Powers Agreement. STA staff have participated in meetings with other CCJPB member agency staff, including RT, to develop what now appears to be a consensus on such an agreement.

The CCJPB is the governing board created by SB 457. The legislation did not specifically create a new joint powers authority. The agreement provides that the agencies eligible to appoint members to the CCJPB under SB 457 are collectively establishing the Capitol Corridor Joint Powers Authority to manage the Capitol Corridor rail service.

Agreement

The primary purpose of the agreement is to limit the financial liability of the member agencies and to prohibit the CCJPB from competing with the member agencies for federal or state funding. The agreement provides that:

- (1) Member agencies shall not be required to fund the costs of the CCJPB or the Capitol Corridor rail service; and

- (2) The Authority shall not operate at a deficit;
- (3) No funding, debt, or financial obligation is created against any member agency as a consequence of executing the agreement;
- (4) No funding, debt, or financial obligation approved by the CCJPB shall be binding against any member agency unless ratified by that agency's governing body;
- (5) The debts, liabilities, and obligations of the Authority shall not be the debt, liabilities and obligations of the member agencies;
- (6) Neither the Authority nor the CCJPB may apply for Transportation Development Act (TDA) funds or for any federal or state funding that any member agency is also an applicant for without the express written consent of that agency; and
- (7) The Authority shall indemnify, defend and hold harmless member agencies for any act or omission related to the agreement.

Recommendation

Staff recommends that the STA Board authorize the Chairman to sign the Capitol Corridor Joint Exercise of Powers Agreement, if adopted earlier in the day by the Capitol Corridor Joint Powers Board.

Attachment

NOV 84 36 53:43PM BART LEGAL 318 404 8843 P.123/40

JOINT EXERCISE OF POWERS AGREEMENT TO ESTABLISH THE CAPITOL CORRIDOR JOINT POWERS AUTHORITY

This Agreement ("Agreement") is made and entered into in the State of California by and among the Capitol Corridor Joint Powers Board and the following public agencies that are parties to this Agreement:

- (a) Placer County Transportation Planning Agency ("PCTPA");
- (b) Sacramento Regional Transit District ("SRTD");
- (c) San Francisco Bay Area Rapid Transit District ("BART");
- (d) Santa Clara County Transit District, a/k/a Santa Clara Valley Transportation Authority ("VTA");
- (e) Solano Transportation Authority ("STA"), the county congestion management agency for the County of Solano; and
- (f) Yolo County Transit Authority, the county congestion management agency for the County of Yolo, a/k/a Yolo County Transportation District ("YCTD"),

all of whom collectively are sometimes hereinafter referred to as the "Agencies."

RECITALS

This Agreement is made with reference to the following facts:

- A. The Governor of California signed into law S.B. 457, as Chapter 263, Statutes of 1996, the Intercity Passenger Rail Act of 1996, on July 23, 1996, adding, among other things, Article 5 and 5.6 to Chapter 1, Part 5, Division 3, Title 2 commencing with Section 14070; repealing and adding Section 14031.8; and repealing Sections 14031.9 and 14031.10 of the California Government Code; and creating, among other things, the Capitol Corridor Joint Powers Board ("CCJPB") which, if certain requirements are met, principally the execution of an interagency transfer agreement ("Interagency Agreement") with the State of California, will manage the Capitol Corridor rail service ("Capitol Corridor Rail Service"). Chapter 263 provides, among other things, the following:
 - (i) For the establishment of a Capitol Corridor Joint Powers Board to be composed of not more than sixteen members, six of whom shall be members of the BART Board of Directors (two each who are residents of Alameda County, Contra Costa County and San Francisco County); two members of the Board of Directors of SRTD; two members of the Board of Directors of VTA; two members of the Board of Directors of YCTD; two members of the Board of Directors of STA; and two members of the Board of Directors of PCTPA;

- (ii) For the CCJPB to be deemed organized when at least two of the Agencies described in the previous paragraph elect to appoint members to serve on the Board; further, only those Agencies that appoint members to serve on the CCJPB prior to December 31, 1996 shall be member Agencies of the CCJPB;
- (iii) For the CCJPB, by December 31, 1996, to enter into the Interagency Agreement with the State of California, with an initial term ("Initial Term") commencing with the transfer of the responsibilities from the State to the CCJPB, and continuing for three years following the completion of track and signal improvements between Sacramento and Emeryville ("Track and Signal Improvements"). Should the Interagency Agreement not be executed by December 31, 1996, a report shall be made by the Secretary of the Business, Transportation and Housing Agency to the Governor and the Legislature by January 30, 1997 explaining the reasons therefor and proposing specific recommendations for developing an acceptable Interagency Agreement.
- (iv) For BART to provide all necessary administrative support to the CCJPB to perform its duties and responsibilities during the Initial Term of the Interagency Agreement;
- (v) That at the conclusion of the Initial Term, the CCJPB may, through procedures that it determines, select BART or another existing public rail transit agency, for a subsequent three year term to continue to administer the rail service under the direction of the CCJPB;
- (vi) That the CCJPB shall produce a business plan ("Business Plan") for each of the initial five years of operation of the service which shall describe the methods by which the CCJPB will administer rail service and seek to increase ridership in the Capitol Corridor and which shall be updated and submitted by the CCJPB to the Secretary of the Business, Transportation and Housing Agency by April 1 of each year;
- (vii) That the CCJPB will, through the Interagency Agreement, succeed to the State's current agreement with Amtrak for the operation of the Capitol Corridor Rail Service and may initiate changes in said agreement or, in the future, may, through a competitive solicitation process, contract with Amtrak, or other organizations not precluded by State or Federal law to provide passenger rail services, to operate the rail service;
- (viii) That the State shall maintain funding in an amount to support at least the current level of service in the Capitol Corridor for not less than a three-year period.
- (ix) That the level of service funded by the State shall in no event be less than the current number of intercity round trips currently operated in the

Capitol Corridor, and shall also include feeder bus service with substantially the same number of route miles as the current feeder system.

- B. The CCJPB has been formed in accordance with the provisions of Section 14076.2 of the California Government Code. Further, it is the intent of the Legislature as expressed in Section 14070(a) of the California Government Code that a joint exercise of powers agency be established for the purpose of assuming administrative responsibility for Capitol Corridor Rail Service and that such joint powers agency is to be governed by the CCJPB. Therefore the CCJPB and the Agencies desire to create a joint powers authority to carry out and further define the administrative responsibilities for the Capitol Corridor Rail Service.
- C. Each of the Agencies is authorized to contract with each other for the joint exercise of any common power under Article 1, Chapter 5, Division 7, Title 1, Sections 6500 et seq. of the California Government Code.

AGREEMENT

NOW THEREFORE, in consideration of the recitals and the rights, duties and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CCJPB and the Agencies hereby agree to the following:

1.0 DEFINITIONS

The terms defined in this Section 1.0 shall for all purposes of this Agreement have the meanings specified herein.

"Agency" shall mean each of those local governmental entities set forth in paragraphs (a) through (f) of the caption to this Agreement that have executed this Agreement and that have not withdrawn from the Authority.

"Authority" shall mean the Capitol Corridor Joint Powers Authority formed by the Agencies and the CCJPB pursuant to Article 1, Chapter 5, Division 7, Title 1, Sections 6500 et seq. of the California Government Code.

"Business Plan" shall mean the business plan to be submitted by the CCJPB to the Secretary of the Business, Transportation and Housing Agency covering the initial five year term of the Agreement as mandated by Chapter 263 and updated and submitted annually thereafter.

"Capitol Corridor Joint Powers Board" or "CCJPB" shall mean the governing body of the Authority, which shall assume administrative responsibility for the Capitol Corridor Rail Service.

"Capitol Corridor Rail Service" shall mean the existing intercity rail service in the Colfax-Sacramento-Suisun City-Oakland-San Jose corridor, as modified and developed

by the Authority pursuant to this Agreement.

"Capital Improvement Program" shall mean a program of capital improvements developed by the CCJPB and the Managing Agency for inclusion in the Authority's budget.

"Interagency Agreement" shall mean the agreement provided for in Chapter 263 whereby the State of California will transfer all responsibility for administering the Capitol Corridor Rail Service to the CCJPB.

"Interim Workplan" shall mean the workplan proposed for the period commencing with the execution of this Agreement, and ending with the current fiscal year.

"Initial Term" shall mean the period that begins with the transfer of responsibilities from the California Department of Transportation to the CCJPB and continues for a three-year period subsequent to the completion of the Track and Signal Improvements.

"Managing Agency" shall mean BART for the Initial Term and thereafter, BART or another existing public rail transit agency.

"Track and Signal Improvements" shall mean the improvements to the Capitol Corridor being performed pursuant to the agreement dated February 20, 1996 between the State of California and the Southern Pacific Transportation Company.

2.0 CREATION OF AUTHORITY

There is hereby created an organization to be known as the Capitol Corridor Joint Powers Authority, which shall be a public entity separate and apart from any member Agency and the CCJPB. The Authority shall be governed by the terms of this Agreement and those by-laws passed and adopted by its governing Board, the CCJPB, which do not conflict with this Agreement.

3.0 PURPOSES

It is the purpose of the Authority to administer and manage the operation of the Capitol Corridor Rail Service as part of the California passenger rail system.

4.0 POWERS OF THE CCJPB

Subject to the limitations on the exercise of its powers as set forth in Chapter 263, all action of the CCJPB shall be taken in accordance with and under the provisions of this Agreement.

5.0 POWERS OF THE AUTHORITY

The Authority shall have all powers necessary or reasonably convenient to carry out the purposes stated in Section 3.0, including but not limited to the following:

- 5.1 To exercise in the manner provided by this Agreement the powers common to each of the Agencies and necessary to the accomplishment of the purposes of this Agreement. Powers common to each of the Agencies shall include any powers granted to all Agencies by legislative amendment subsequent to the date of this Agreement;
- 5.2 To make and enter into contracts;
- 5.3 To employ agents and employees;
- 5.4 To contract for the services deemed necessary to meet the purposes of the Authority including the retention of counsel as the CCJPB deems appropriate;
- 5.5 To acquire, including by lease or purchase, and to hold and dispose of real and personal property necessary to carry out the purposes of this Agreement;
- 5.6 To construct, manage, and maintain facilities and services;
- 5.7 To sue and be sued in its own name;
- 5.8 Subject to the provisions of Section 9.4 below, to incur debts, liabilities and obligations; however, the debts, liabilities and obligations of the Authority shall not constitute any debt, liability, or obligation of any of the Agencies or the CCJPB;
- 5.9 Subject to the provisions of Section 7.0 below, to apply for and accept grants for financial aid pursuant to any applicable State or Federal statutes; and
- 5.10 Subject to the provisions of Section 9.4 below, to raise funds through the issuance of bonds of the Authority pursuant to Article 4, Chapter 5, Division 7, Title 1, Sections 6584 et seq. of the California Government Code.
- 5.11 Pursuant to the requirements of California Government Code Section 6509, in exercising its powers, the Authority shall be subject to the statutory restrictions upon the manner of exercising the powers of BART.
- 5.12 Subject to a determination by the CCJPB, to develop procedures and issue a Request for Proposals to select a Managing Agency at the conclusion of the Initial Term.

6.0 MANAGING AGENCY

Subject to the policy direction and control of the CCJPB, BART shall serve as Managing Agency of the Authority for the Initial Term and in that capacity shall provide all necessary administrative support to the Authority.

The Managing Agency shall solicit the input and participation of the other Agencies and endeavor to achieve consensus while providing the following administrative support to the Authority:

- (i) Negotiate and recommend the award of all necessary agreements for the Authority, including but not limited to the Interagency Agreement, agreements for the provision of passenger rail services, and use of tracks and other facilities, subject to approval by the CCJPB;
- (ii) Manage all agreements entered into by the Authority;
- (iii) Implement projects contained in the approved Capital Improvement Program unless the administration of particular capital projects is more appropriately managed in another manner, such as by an individual Agency or a local government, as determined by the CCJPB;
- (iv) Provide for the maintenance and management of such property as may be owned or controlled by the Authority unless the administration of that property is more appropriately managed in another manner, such as by an individual Agency or a local government, as determined by the CCJPB;
- (v) Provide a risk management program to cover the Authority, the CCJPB, and each of the Agencies in the performance of their duties pursuant to this Agreement, and seek appropriate insurance coverage to implement such risk management program.
- (vi) Seek, obtain and administer grants, subject to the provisions of Section 7.0 below;
- (vii) Develop and implement marketing programs;
- (viii) Prepare and submit financial reports;
- (ix) Prepare for approval by the CCJPB the Business Plan;
- (x) Report regularly to the Authority regarding Capitol Corridor issues;
- (xi) Recommend changes in fares and the collection of fares to the Authority;
- (xii) Recommend changes in scheduling and levels of service to the Authority;
- (xiii) Prepare and implement changes in scheduling and fares, subject to appropriate public involvement;
- (xiv) Prepare capital and operating budgets for presentation to the Authority;
- (xv) Facilitate interaction with other entities involved in operation, construction and renovation of the Capitol Corridor Rail Service; and
- (xvi) Negotiate with any other public or private transportation providers as necessary to ensure coordinated service with the Capitol Corridor Rail Service.

7.0 SOLICITATION OF GRANTS

The Managing Agency shall pursue any and all sources of funding for the Authority; provided, however, that neither the Managing Agency, on behalf of the Authority, and/or the CCJPB, nor the Authority or the CCJPB shall apply for Transportation Development Act Funds as defined in Chapter 4, Part 11, Division 10 of the California Public Utilities Code or for any funding that any Agency is also an applicant or approving Agency for without the express consent of that Agency.

8.0 CUSTODIAN OF PROPERTY

- 8.1 Pursuant to the requirements of California Government Code Section 6505.1, the Managing Agency's Controller-Treasurer shall have charge of, handle, and have access to any property of the Authority, and shall amend the official bond with the Managing Agency to provide for coverage, in the same amount, for the duties of the Controller/Treasurer set forth in this Agreement.
- 8.2 The Controller-Treasurer of the Managing Agency shall be the Treasurer of the Authority. Subject to the applicable provisions of any indenture, trust agreement or resolution providing for a trustee or other fiscal agent, the Treasurer is designated as the depository of the Authority to have custody of all the money of the Authority, from whatever source, and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the California Government Code.
- 8.3 The Controller-Treasurer of the Managing Agency, who performs the functions of auditor and controller for the Managing Agency, shall be the Controller of the Authority, and, as such, shall have the power, duties and responsibilities specified in Sections 6500 and 6505.5 of the California Government Code. The Controller-Treasurer shall draw checks to pay demands against the Authority when the demands have been approved by the CCJPB.
- 8.4 Upon providing reasonable notice, any Agency shall have the right to review any records maintained by the Managing Agency or the Managing Agency's Controller/Treasurer relating to the performance of their duties pursuant to this Agreement.

9.0 BUDGET AND FUNDING

- 9.1 The Managing Agency shall prepare and submit to the CCJPB for approval within thirty days of the effective date of this Agreement the Interim Workplan, which shall include recommendations for start-up funding needs and sources of funding therefor.
- 9.2 The Managing Agency shall prepare and submit to the CCJPB for approval a preliminary operating and capital budget for the succeeding fiscal year by April 1 of each year which is consistent with the prior Business Plan submitted. The Authority shall by resolution adopt a final budget no later than June 30 of each year. The fiscal year shall be July 1 of each year to and including the following June 30. The budget shall include separate components for Managing Agency administration costs, operations, and capital costs anticipated to be incurred by the Authority during the fiscal year. The annual budget resolution shall set forth the authority of the Managing Agency to make capital and operating expenditures during the fiscal year, subject to such policy guidelines as the CCJPB may establish.

9.3 It is the intent of the Agencies to fully fund the annual budget from State and other non-Agency funding sources. The Authority shall not operate at a deficit.

9.4 No funding, debt, or financial obligation is created against any Agency solely as a consequence of executing this Agreement and no funding, debt, or financial obligation approved by the CCJPB and/or incurred by the Authority shall be binding against an Agency unless and until ratified by that Agency's governing body.

10.0 LIABILITY OF AUTHORITY, AGENCIES, OFFICERS AND EMPLOYEES

The debts, liabilities, and obligations of the Authority shall not be the debts, liabilities and obligations of any of the Agencies, the CCJPB or any of their respective members, officers, directors, employees or agents. Any obligations incurred by any bonds issued by the Authority as set forth in Section 5.10 above shall not constitute general obligations of the Authority but shall be payable solely from the moneys pledged to the repayment of such obligations or the repayment of principal or interest on such bonds under the terms of the resolution, indenture, trust agreement, contract or other instrument pursuant to which the obligation is incurred or the bonds are issued. The CCJPB and the Managing Agency, their directors, officers, employees, staff and agents shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. No Agency or CCJPB member, officer, director or employee shall be responsible for any action taken or omitted by any other Agency or CCJPB member, officer, director or employee. The Authority shall indemnify, defend and hold harmless the CCJPB, the individual Agencies, their members, officers, directors, employees and agents from and against any and all liability, loss, damage, expenses, costs (including, without limitation, costs and fees of litigation or arbitration) of every nature, arising out of any act or omission related to this Agreement, except such loss or damage which was caused by the wilful misconduct of the CCJPB or any individual Agency. The Authority's duty to indemnify each Agency shall survive that Agency's withdrawal from the Authority.

11.0 SERVICES BY MANAGING AGENCY

Subject to the provisions of Section 9 above, the Authority shall enter into a formal ~~will~~ contract with the Managing Agency for the services the Managing Agency will perform pursuant to this Agreement, and the compensation for such services.

12.0 FILING WITH SECRETARY OF STATE

As required by Section 6503.5 of the California Government Code, an appropriate notice of this Agreement shall be filed with the Secretary of State within thirty days of its effective date.

13.0 BY-LAWS

The Authority may adopt from time to time by-laws as may be required for the conduct

of its meetings, voting rights, specifications of officers of the Authority, and other matters concerning the orderly operation of the Authority.

14.0 WITHDRAWAL BY AGENCY

14.1 Notwithstanding any other provision of this Agreement, any Agency may withdraw from the Authority by giving thirty days advance written notice to the CCJPB. Any withdrawal from the Authority will also constitute withdrawal from the CCJPB.

14.2 The rights and obligations of any Agency so withdrawing from the Authority and the CCJPB shall be determined by negotiation between the CCJPB and the withdrawing Agency; provided, however, that debts and financial obligations of the withdrawing Agency shall not be greater than those agreed to by the withdrawing Agency pursuant to Section 9.4, above. In the event that the CCJPB and the withdrawing Agency cannot agree upon the rights and obligations of the withdrawing Agency, such rights and obligations shall be determined by arbitration pursuant to Section 18.0, below.

15.0 TERMINATION

This Agreement shall continue in full force and effect until such time as the Agencies and the CCJPB determine that it is in the public interest to dissolve the Authority. Notwithstanding the foregoing, any of the Agencies may exercise its prerogative to terminate its membership in the Authority as set forth in Section 14.1, above. Upon termination of this Agreement by mutual consent of all the Agencies, all assets, liabilities and equity of the CCJPB shall be distributed in accordance with the provisions of the Interagency Agreement and any other agreements authorized by the CCJPB governing such distribution, and any remaining money or assets in possession of the Authority after the payment of all liabilities, costs, expenses, and charges validly incurred under this Agreement shall be returned to the Agencies in proportion to their contributions, if any, determined as of the time of termination.

16.0 INDEPENDENT AUDIT

Pursuant to and in accordance with the requirements of California Government Code Section 6505, the Managing Agency's Controller-Treasurer shall provide for an annual independent audit of the accounts of the Authority within six months of the close of the fiscal year.

17.0 AMENDMENTS TO THE AGREEMENT

Amendments or modifications of this Agreement may be approved at any time by the CCJPB, with the unanimous consent of the Agencies. To be effective, all amendments and modifications must be in writing and signed by all member Agencies and the CCJPB.

18.0 ARBITRATION:

18.1 In the event of a dispute between the Authority, the CCJPB, the Managing Agency or any other Agency or Agencies, which cannot be satisfactorily resolved by those parties, said dispute shall be submitted to arbitration by a panel of three arbitrators who shall conduct the arbitration pursuant to the rules of the American Arbitration Association. The panel of arbitrators shall consist of one arbitrator appointed by each of the disputants, the third arbitrator to be appointed by mutual consent of the other two arbitrators. The arbitration panel shall resolve the dispute in accordance with the terms of this Agreement, and such resolution shall be final and binding upon the parties. Each party shall bear its own costs of arbitration, including reasonable attorneys fees. The cost of the third arbitrator shall be divided equally between the disputants.

18.2 Unless otherwise agreed by the disputants, only disputes regarding a disputant's rights and obligations arising under the terms of: (i) this Agreement, or (ii) any other agreement between the disputants in which this arbitration provision is incorporated by reference shall be subject to arbitration pursuant to Section 18.1, above.

19.0 APPOINTMENT OF MEMBERS TO CCJPB

Each signatory Agency to this Agreement shall have appointed its members to the CCJPB prior to and as a condition of its executing this Agreement. Members so appointed shall serve at the pleasure of their appointing bodies.

20.0 CONFLICT OF INTEREST CODE

The Authority by resolution shall adopt a conflict of interest code as required by law.

21.0 SUCCESSOR STATUTES

All statutes cited herein shall be deemed to include amendments and/or successor statutes to the cited statutes as they presently exist.

22.0 CONSTRUCTION: NUMBER, GENDER AND CAPTIONS

This Agreement has been executed in the State of California and shall be construed according to the law of said State. Numbers and gender as used herein shall be construed to include that number and/or gender which is appropriate in the context of the text in which either is included. Captions are included herein for the purposes of ease of reading and identification. Neither gender, number nor captions used herein shall be construed to alter the plain meaning of the text in which any or all of them appear.

23.0 AGREEMENT COMPLETE

This Agreement constitutes the full and complete agreement of the parties, superseding

and incorporating all prior oral and written agreements relating to the subject matter of this Agreement.

24.0 COUNTERPARTS

This Agreement may be executed in one or more counterparts and may include multiple signature pages, all of which shall be deemed to be one instrument. Copies of this Agreement may be used in lieu of the original.

25. EFFECTIVE DATE

This Agreement shall be effective upon execution by all of the Agencies.

SOLANO TRANSPORTATION AUTHORITY

By: _____

Date: _____

Title: _____

Agenda Item 6.4 Consider a letter to the Union Pacific/Southern Pacific Railroad Company requesting right-of-way for a bicycle lane (Dan Christians)

At the last TAC and BAC meetings, the committees recommended that the Board send a letter to the Union Pacific/Southern Pacific Railroad inquiring about the potential use of their right-of-way from the Fairfield Linear Park -Vacaville-Dixon-Davis as well as the portion of the railroad right-of-way along Jameson Canyon from Red Top Road to the Solano/Napa County line. These rights-of-way would be necessary for completing the main spine of the primary bike as in the Solano Countywide Bicycle Plan. Without these rights-of-way the jurisdictions would have to secure easements through other adjoining utility easements or from adjoining private property owners.

Therefore it is recommended that the STA Board authorize the Chair to sign the attached letter.



Solano Transportation Authority

333 Sunset Avenue, Suite 200
Suisun City, California 94585

Area Code 707
422-6491 ♦ Fax 429-2894

Members:

Benicia
Dixon
Fairfield
Rio Vista
Solano County
Suisun City
Vacaville
Vallejo

Martin Tuttle
Executive Director

November 13, 1996

Mr. Ronald L. Mayer, Sales Manager
Union Pacific/ Southern Pacific Railroad Company
Real Estate Manager
One Market Plaza, Suite 912
San Francisco, CA 94105

Re: Potential Use of Railroad Right of Way

Dear Mr. Mayer:

The Solano Transportation Authority (STA) adopted the **Solano Countywide Bicycle Plan** in 1995 that contained numerous long term improvements to the bicycle network throughout the county and cities of Solano. A Primary System was identified that connected all of the cities in Solano County to each other and major external destinations (such as the city of Davis). The Southern Pacific/Union Pacific mainline between the linear park in Fairfield and the Solano/Yolo county line was identified as the preferred alignment connecting to Davis. Also, we are interested in finding out about the possibility of securing the use of a portion of the Southern Pacific/Union Pacific right-of-way south of Highway 12 (Jamison Canyon) from Red Top Road to the Solano/Napa county line. An alternative alignment using the existing network of county roads was also identified. The railroad alignments were preferred by most Bicycle Advisory Committee (BAC) members because (a) it was the most direct and (b) avoided narrow county roads with no shoulders and heavy truck traffic.

This letter serves as a preliminary step to determining the feasibility of acquiring an easement along these railroad rights of way for the purposes of constructing a paved multi-use trail. We have included a map, a few diagrams showing the general concept of the trail and an executive summary of our countywide bicycle plan.

Our intent would be to follow the planning and design precedent of the more than 60 active trails along active railroad lines. This would include (a) full indemnification of the railroad, (b) non-interference with maintenance operations, (c) no new crossings, (d) ability to add tracks

in the future, and (e) fencing between the trail and tracks as needed.

As a partner in the Capitol Corridor rail service, Solano County is committed to protecting and enhancing the rail operations along the mainline. The extent that this trail could be built and not interfere with rail safety, operations and maintenance, we believe it would provide a vital connection for our residents. It would also serve to enhance public relations between our citizens and the Union Pacific Railroad.

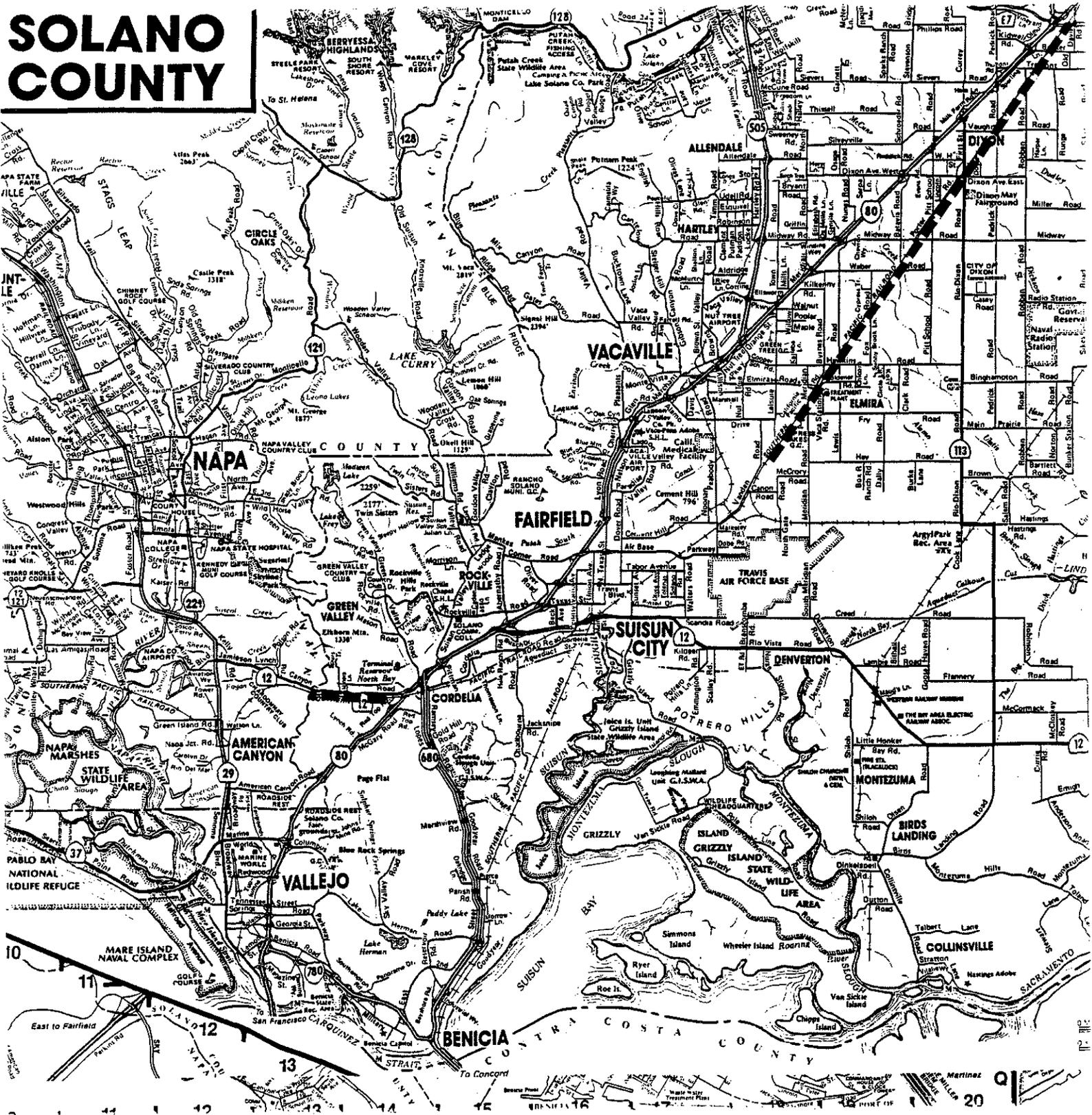
We look forward to meeting with you and discussing prospects for this project. We hope that our staff and consultant, Michael Jones, will be able to set up a meeting with you in the very near future. If you have any questions please call Martin Tuttle, Executive Director, at (707) 422-6491.

Sincerely,

Steve Lessler
Chairman

cc: TAC
BAC
Michael Jones

SOLANO COUNTY



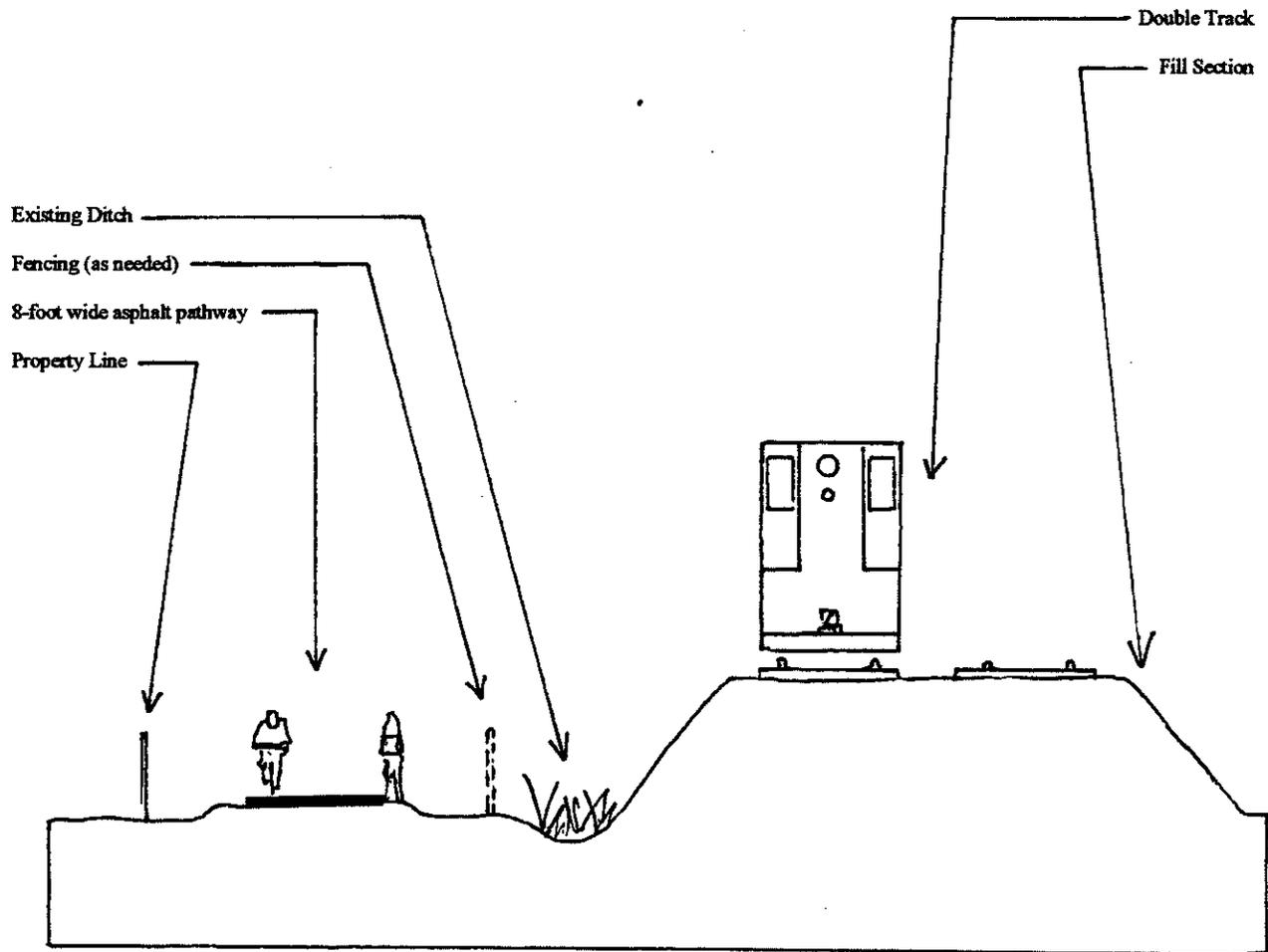
Legend



Locations of railroad right-of-way requested to implement portions of Solano Countywide Bicycle Plan

Dixon-Davis Rail/Trail

Typical Cross Section



Agenda Item 6.5 State Transit Assistance Fund (STAF) (Matt Todd)

STAF money is a population-based allotment of money that can be used for both transit operations and capital for all the jurisdictions in the county (excluding Vallejo who receive these funds directly). It has been an inconsistent funding source and we have generally used it for capital purposes in Solano. The range of the yearly allotment has been low \$200,000 up to \$400,000. The remaining balance through the end of FY 95-6 is about \$509,000. The FY 96-7 allotment figures increase the fund balance to \$904,462.

This money has been allotted to jurisdictions with a very vague standard of "worthy projects". The policy of the STA has been to allot this money based on population, but a city could borrow against future year allotments, and jurisdictions would "take turns", claiming more than their population calculated share and then waiting a couple years before their next claim. The STA keeps track of yearly STAF allotments and the amount of funds claimed by each jurisdiction. This was to ensure that each city was receiving a "fair share" of the funds on a multi-year basis.

In January 96, the TTAC came up with a revised STAF policy, with an emphasis based on a jurisdictions need rather than the "turn in line" system, and decided on a recommendation to allow the Fairfield/Suisun system to receive one last allotment, the balance of approximately \$500,000, that would allow the system to get its fair share of the STAF money before the policy changed. The approval of the Board on the new policy would be requested at the same time as the Fairfield/Suisun request for funds. The new policy was proposed to take effect for the 96-7 STAF. Fairfield/Suisun never put in the claim for this money until October 96 and came to the TTAC with a \$700,000 request instead of the \$500,000 that was initially asked for.

The TTAC recommendation is to give Fairfield/Suisun the \$700,000 requested and the County \$65,000 for the Courage Drive shuttle, and have the new policy implemented for any future requests. This would leave a balance of approximately \$140,000 in the Solano County STAF fund.

The STAF money could be well utilized to begin implementing the intercity coordination study to be completed the end of this fiscal year. It can be used for both operating and capital and is not a stable source that is depended on for current operations.

In the interest of allowing the old policy to be closed out with every jurisdiction getting a fair share of the funds, the staff recommendation is to allow Fairfield/Suisun to claim the \$509,000 initially requested and allow the County to claim \$65, 000 to fund the additional hours for the Courage Drive Health Shuttle through the end of the fiscal year, leaving a remaining balance of \$330,462. The City of Fairfield has agreed to this recommendation. Staff also proposes to bring the new policy on the STAF fund to the Board at a later date after review by the Transit Steering Committee.

This will allow the majority of the FY 96-7 allocation to be available when the intercity transit coordination study is completed and recommendations from this can compete for the funds. This recommendation also allows Fairfield, Suisun, and Solano County to claim their share of the STAF money, and not get penalized for allowing other jurisdictions to claim funds before them under the past policy.

RESOLUTION 96-

**A RESOLUTION OF THE SOLANO TRANSPORTATION AUTHORITY
REQUESTING THE RELEASE BY THE METROPOLITAN TRANSPORTATION
COMMISSION OF CERTAIN STATE TRANSIT ASSISTANCE FUNDS**

WHEREAS, the Metropolitan Transportation Commission (MTC) has determined to request that the Solano Transportation Authority (STA) aid in the programming of a certain fraction of the population-based State Transit Assistance Funds (STAF); and

WHEREAS, the STA recognizes these STAF Northern Counties population-based funds include all of the population-based funds under Section 99313 of the Public Utilities Code that the MTC has apportioned for either transit or paratransit projects in Solano with the exception of Vallejo; and

WHEREAS, the STA believes that such funds would be well spent on projects determined countywide on a competitive basis, excluding Vallejo;

NOW THEREFORE BE IT RESOLVED that the STA does hereby request that the MTC release up to \$509,000 to the city of Fairfield of population-based Northern Counties STAF for to aid in the purchase of five buses and that the STA recognizes that Fairfield must meet all the applicable requirements to claim such STAF.

LET IT BE FURTHER RESOLVED that the STA does hereby request that the MTC release up to \$65,000 to Solano County of population-based Northern Counties STAF for operating assistance on the Courage Drive Health Facility Shuttle for FY 96-7 and that the STA recognizes that Solano County must meet all of the applicable requirements to claim such STAF.

Steve Lessler, Chair
Solano Transportation Authority

I, Martin Tuttle, the STA Executive Director, do hereby certify that the above and foregoing resolution was regularly introduced, passed, and adopted at a regular meeting thereof held this 13th day of November, 1996

Martin Tuttle, Executive Director
Solano Transportation Authority

**Agenda Item 6.6 Contract with Yolo/Solano Air Quality Management District (YSAQMD)
for Citylink Route 30 Transit Service. (Matt Todd)**

The YSAQMD has granted the STA \$56,000 for operations of Citylink Route 30 for FY 96-7. These funds, as well as fares and reserves dedicated to the service will fund the service for the year. The contract for funding with the YSAQMD is attached. Staff recommends the Board authorize the Executive Director to enter into the agreement with the YSAQMD for FY 96-7.

AGREEMENT NO. 96-33
(Agreement Regarding Use of Clean Air Funds)

**Agreement between the Yolo-Solano Air Quality Management District and Solano
County Transportation Authority - CityLink Route 30**

THIS AGREEMENT is made effective October 21, 1996 between the Yolo-Solano Air Quality Management District (hereinafter referred to as "DISTRICT") and Solano County Transportation Authority (hereinafter referred to as "CONTRACTOR").

1. RECITALS.

- A. Under AB 2766 (Health and Safety Code Section 44220 et. seq., sometimes hereafter called the "Program"), the DISTRICT has levied a \$4 fee on motor vehicles registered within the DISTRICT; and
- B. Under AB 8, the District receives tax proceeds from the northeast portion of Solano County;
- C. The monies collected under these levies must be used for the purposes specified in the Program, which include the reduction of air pollution from motor vehicles and related planning, monitoring, enforcement, and technical studies necessary for the implementation of the California Clean Air Act;
- D. DISTRICT Board authorized a grant in the amount of \$56,000 with CONTRACTOR for the project(s) described in Exhibit "A" - "Work Statement," expressly incorporated herein by this reference and made a part hereof of this Agreement.

2. TERMS AND CONDITIONS OF PERFORMANCE.

- A. For projects for which the DISTRICT is not providing complete funding, CONTRACTOR shall obtain additional funding commitments to fund the total cost of the project, as outlined in Exhibit "A" - "Work Statement" and Exhibit "B" - "Cost Schedule," expressly incorporated herein by this reference and made a part hereof of this Agreement, no later than November 30, 1996. Satisfactory written evidence of such funding commitments shall be provided to DISTRICT prior to the release of DISTRICT'S contribution under this Agreement.
- B. In the event funding commitments from other sources for the total cost of the project, as outlined in Paragraph 2A, are not received within the stipulated time, or sufficient fee revenues are not made available to

DISTRICT by the Department of Motor Vehicles or from Solano County tax proceeds, DISTRICT shall have no obligation to make payments to CONTRACTOR under this Agreement.

- C. CONTRACTOR shall keep all necessary books and records in connection with the work performed under this Agreement in order that DISTRICT'S Auditor Controller may properly audit all expenditures made pursuant hereto. CONTRACTOR further agrees that the DISTRICT'S Auditor Controller shall have access, at all reasonable times, to the books, records, and accounts kept by CONTRACTOR in connection with all monies expended under this Agreement, for the purpose of making an audit of all expenditures made by CONTRACTOR in the performance of this Agreement.

During the period of this Agreement and continuing for three (3) years after expiration or termination of this Agreement, CONTRACTOR shall retain such records as may be necessary for an audit of work performed and accounting of funds under this Agreement. Upon written request, CONTRACTOR shall retain or surrender said records for such additional time as may be necessary to satisfy auditing reviews or litigation schedules which may be in progress at the time that records retention requirements would have expired.

- D. Where appropriate the CONTRACTOR shall include the DISTRICT'S name as sponsor on all project public information materials, signs and displays.

3. SERVICES.

- A. CONTRACTOR agrees to furnish all labor, materials, equipment, required licenses, permits, fees, and other legal authorizations from all applicable federal, state, and local jurisdictions necessary to perform and complete, per schedule, in a professional manner, for the project(s) described in Exhibit "A".

- B. CONTRACTOR shall provide DISTRICT, with a final report per the format shown in Exhibit "C"- "Final Report Format", expressly incorporated herein by this reference and made a part hereof of this Agreement. The final report is due within one year of the agreement expiration date as shown in Section 4, TERM. The final report shall be complete, on letter size paper, and include illustrations and graphs, as appropriate, to document the work performed and the results thereof under this Agreement. The final report will also describe, in detail where applicable, the reduction of mobile source air pollution emissions resulting from the project's implementation.

- 4. **TERM.** The term of the Agreement is from July 1, 1996, to June 30, 1997, unless terminated earlier as provided for in Paragraph 5 below, or extended by

amendment of this Agreement in writing. No work shall commence prior to the Agreement start date, except at CONTRACTOR'S cost and risk, and no charges are authorized until this Agreement is fully executed.

5. **TERMINATION.** In the event any party fails to comply with any term or condition of this Agreement, or fails to provide the services in the manner agreed upon by the parties, including but not limited to, the requirements of Exhibit "A," this shall constitute a material breach of this Agreement. The non-breaching party shall notify the breaching party in writing that it must cure this breach within fifteen (15) days. If the breach is not cured within 15 days, the non-breaching party may immediately terminate this agreement by giving notice to the breaching party. Notification shall be provided in the manner set forth in Paragraph 10 below. Termination shall not be the exclusive remedy of the nonbreaching party. The nonbreaching party shall have the right to seek any and all remedies provided by law.

6. **INSURANCE.**
 - A. Without limiting CONTRACTOR'S indemnification, CONTRACTOR shall maintain in force at all times during the term of this Agreement and extensions or modifications thereto, insurance or self-insurance covering its operations and naming DISTRICT as additional insured in the amounts and types of insurance as stated in Exhibit "D" - "Insurance Requirements", expressly incorporated herein by this reference and made a part hereof this Agreement.

 - B. The Air Pollution Control Officer (APCO) is authorized to execute amendments and waivers, with or without conditions by letter to the insurance requirements of this Agreement subject to the concurrence of the risk manager of DISTRICT.

7. **INDEMNIFICATION.** CONTRACTOR agrees to hold harmless, defend, and indemnify DISTRICT, its officers, employees, agents, representatives, and successors-in-interest against any and all loss, damage, cost, or expenses which DISTRICT, its officers, employees, agents, representatives, and successors-in-interest may incur or be required to pay by reason of any injury or property damage caused or incurred by negligent or willful conduct of CONTRACTOR, its officers, employees, subcontractors, or agents in the performance of this Agreement.

8. **NON-DISCRIMINATION IN SERVICES AND BENEFITS.** CONTRACTOR certifies that any service provided pursuant to this Agreement shall be without discrimination based on color, race, creed, national origin, religion, sex, age, or physical or mental handicap in accordance with Title VI of the Civil Right Act of 1964, 42 U.S.C. Section 200d, rules and regulations promulgated pursuant

thereto, or as otherwise provided by state and federal law; nor on the basis of sexual preferences as determined by federal, state, county, or city regulations; except as may be required by federal, state or county regulations or other administrative directives determined by APCO. For the purpose of this Agreement, distinctions on the grounds of race, color, creed, or national origin include but are not limited to the following: denying a participant any service or benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any way in the enjoyment or any advantage or privilege enjoyed by other receiving any service or benefit; treating a participant differently from others in determining whether he/she satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of services on the basis of race, color, creed, or national origin of the participants to be served.

9. PAYMENT. DISTRICT shall pay CONTRACTOR an amount not to exceed \$56,000 in accordance with Exhibit "B", subject to the following limitations and requirements:

1. Labor - Costs must be in conformance with those set forth in Exhibit "B."
2. Equipment, material, supply costs, subcontractors, and other charges, as applicable.
3. DISTRICT shall not pay any interest costs or cost of money on Agreement.
4. DISTRICT shall not pay any grant administration costs.
5. Travel expenses - payment of travel expenses only if travel is expressly set forth in Exhibit "B" or pre-authorized by APCO in writing.

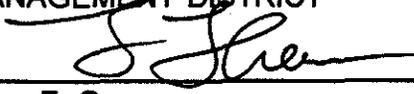
10. NOTICES. Any notices from either party to the other shall be given in writing to the attention of the persons listed below, or to other such addresses or addressees as may hereafter be designated in writing for notices by either party to the other. A notice shall be deemed received when delivered or three days after deposit in the U.S. mail, postage prepaid, whichever is earlier.

Yolo-Solano Air Quality Management
District
Attn: Larry F. Greene
1947 Galileo Court, Suite 103
Davis, CA 95616

Contractor
Solano Transportation Authority
Attn: Martin Tuttle
333 Sunset Ave., Suite 200
Suisun City, CA 94585

This Agreement may be amended by further agreement of the parties. Any such amendments shall be in writing. Executed effective as of the date set forth above.

YOLO-SOLANO AIR QUALITY
MANAGEMENT DISTRICT

By 
Larry F. Greene
Air Pollution Control Officer

CONTRACTOR

By _____
Martin Tuttle
Executive Director

**EXHIBIT A
WORK STATEMENT**

PROJECT MERIT

This project provides transit service connecting the cities of Fairfield, Vacaville, Dixon, and Davis. It is primarily a commuter service. Approximately 60% of the trips provided are for work and 30% of the trips are for school according to the last rider survey taken. A schedule has been included.

Ridership statistics for the last three years have been:

FY 93-94	14,989 One Way Trips
FY 94-95	17,981 One Way Trips
FY 95-96	18,715 One Way Trips

The FY 95-96 ridership is over 74 trips a day. This increase in ridership has been achieved with the same operating budget over the last three years.

Short term objectives we have for CityLINK include maintaining the increasing trend in the ridership, finding new funding sources for operating and capital, operating alternative fueled vehicles on this route, and serving the new multi-modal transportation station proposed for Dixon with funds from the California Transportation Commission. Long term objectives include increasing the amount of transit service along the Interstate 80 corridor as called for in the Solano Intercity Transit Concept Plan.

The Solano Transportation Authority considers this project as a top priority for the AB 8/2766 funds in Solano County.

MATCHING FUNDS

We are proposing that Clean Air Funds support \$56,000 of this service, \$17,500 in transit fares, and \$36,500 in Solano Transportation Authority reserve funds will also be used to support this service. This gives the CityLINK Route 30 project a local match of almost 50%.

REGIONAL BENEFIT

Although CityLINK serves primarily areas in Solano County, it benefits residents of both Solano and Yolo County. A survey of ridership showed 10% of the ridership lived in Davis, 31% of the ridership have U.C. Davis as their destination, and another 10% have the City of Davis or Sacramento as a destination.

The CityLINK service also benefits the population of both the YSAQMD and the Bay Area Air Quality Management District (BAAQMD). The City of Fairfield, the western end point of the CityLINK routes is in the BAAQMD air basin and connects with BARTLINK, the Interstate 680 service, and the local routes in Fairfield/Suisun in Fairfield at the Solano Mall. CityLINK Route 30 also connects with the local systems in Davis, Dixon, and Vacaville in the YSAQMD air basin. The complementary CityLINK Route 20, funded with local Transportation Development Act monies, also serves both the above mentioned air basins on its route between Fairfield and Vacaville.

The CityLINK service is the only fixed route system along this section of Interstate 80 and a crucial link for transit services. Route 30 will be the only regional transit system to stop at the future Dixon multi-modal transportation station to be funded with \$335,000 in Transit Capital Improvement Funds. CityLINK Route 30 also connects Yolo Bus service in the east (which continues into Sacramento). To the west, BARTLINK (a service that travels farther south on Interstate 80 to Vallejo and the El Cerrito BART station) and the new commuter service on

Interstate 680 (this service has a final destination of Pleasant Hill BART) are met. Any transit trip between destinations north of Davis and South of Fairfield are dependent upon the CityLINK connection.

REDUCES VEHICLE MILES TRAVELED/FUEL SHIFT

A survey of the CityLINK ridership found that 75% of the passengers get to the CityLINK bus stops by some means other than a single occupant vehicle. The survey also shows that 54% of the riders previously made the trip now taken on CityLINK in a single occupant vehicle.

For fiscal year 1995-96, 18,715 trips were carried on CityLINK along the Interstate 80 corridor. Factoring the amount of single occupant vehicles being taken off the corridor, we estimate 200,000 single occupant vehicle miles travelled are removed by the CityLINK system annually from 10,000 vehicle trips (estimates based on 54% of trips previously made in a single occupant vehicle, 20 mile trip average).

The City of Dixon has also obtained a Transit Capital Improvement grant for a multi-modal transportation station. This will provide a better location in Dixon for the CityLINK Route 30 connection than is present today and will further promote ridership in the Dixon area.

Future plans for this service include using alternative fueled vehicles. Our agency is currently looking at alternative fueled cutaway vans for the paratransit service we operate with monies from a Bay Area Quality Management District grant.

**EXHIBIT B
COST SCHEDULE**

Applicant: Solano Transportation Authority

Budget: Total Project Amount: \$ 110,000
Amount Awarded by YSAQMD \$ 56,000

Project Title: Citylink Route 30

Project Time Line: Proposed Start Date: July 1, 1996
Proposed End Date: June 30, 1997

Activity Breakdown:

Activity 1: Citylink Route 30, Operating, Administration, & Maintenance

Activity 2: Citylink Route 30, Operating, Administration, & Maintenance

Activity 3:

Activity 4:

	1st Period	2nd Period	3rd Period	4th Period
	7/96 to 9/96	10/96 to 12/96	1/96 to 3/96	4/96 to 6/96
1.	\$27,500	\$27,500	\$1,000	\$ _____
2.	\$ _____	\$ _____	\$26,500	\$27,500
3.	\$ _____	\$ _____	\$ _____	\$ _____
4.	\$ _____	\$ _____	\$ _____	\$ _____
Total	\$27,500	\$27,500	\$27,500	\$27,500

Budget Breakdown	<u>YSAQMD Grant</u>	<u>Other Match</u>	<u>Total</u>
Capital	\$ _____	\$ _____	\$ _____
Personnel	\$56,000	\$54,000	\$110,000
Grant Administration	\$ <u>XXXXXXX</u>	\$ _____	\$ _____
Totals	\$56,000	\$54,000	\$110,000

**EXHIBIT C
FINAL REPORT FORMAT**

The general format for the final report should include the following items:

1. **Cover/Title Page**
2. **Table of Contents** - If necessary for text, tables, figures, etc.
3. **Chapter 1: Introduction** - Introduce project, outlining why the project was done, what type of air quality improvements were expected and what did the project effect.
4. **Chapter 2: Project Description** - Describe the project scope and duration, details of execution, what types of emission savings were expected and what were the anticipated short term and long term effects of the project on emissions and other items, such as client group, agency budget, etc. If the project will include a monitoring program, please describe in detail.
5. **Chapter 3: Project Results** - How was the project executed, including problems and significant findings during execution, particularly as they related to improving air quality, emission savings and other items, such as client group, agency budget, etc..
6. **Chapter 4: Project Summary and Conclusions**

EXHIBIT D
INSURANCE REQUIREMENTS

CONTRACTOR shall furnish the DISTRICT with certificate(s) of insurance or self-insurance and/or original endorsement(s) and/or insurance binder(s) affecting coverage required below. The certificates, endorsements, and/or binders for each insurance policy are to be signed by a person authorized by the insurer to effect coverage on its behalf. The certificates, endorsements, and/or binders are to be received and approved by the DISTRICT before work commences. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies, at any time.

During the term of the Agreement, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect the type and limits of liability requirements as follows:

- I. **Public Entities/Self-Insured Status:** CONTRACTOR shall maintain status as a legally self-insured public entity for general liability and shall maintain a self-insured retention of three hundred thousand dollars (\$300,000) per occurrence. Excess liability coverage with limits to ten million dollars (\$10,000,000) may be provided through participation in excess insurance authority.
- II. **Workers Compensation and Employers Liability:** CONTRACTOR shall maintain status as a legally self-insured public entity for purposes of Workers Compensation and shall maintain a self-insured retention of two hundred thousand dollars (\$200,000) per occurrence. Excess Workers Compensation and employer liability coverage may be provided through participation in excess insurance authority.
- III. **Additional Insured:** It is mandatory that all of the above insurance policies (except workers compensation) shall include the DISTRICT as additional insured. The DISTRICT, its officials, agents, employees, and volunteers are to be covered as additional insured as respects liability arising out of activities performed by or on behalf of the CONTRACTOR.
- IV. In addition, it is understood and agreed that the following be made a part of this Agreement.
 - A. **Excess/Umbrella:** An excess policy or an umbrella policy (following form) may be utilized to meet the above required limits of liability.
 - B. **Supplementary Payments:** The above-stated limits of liability coverage for Commercial/Comprehensive General Liability, and Business Automobile Liability assumes that the standard "supplementary payments" clause will pay in addition to the applicable limits of liability and that these supplementary payments are not included as part of the insurance limits of liability. If any of the policies indicate that defense costs are included in the general aggregate limit, then the general aggregate limits must be a multiple of the per occurrence limits.
 - C. **Contractors' Insurance as Primary:** The CONTRACTOR's insurance coverage shall be primary insurance. Any insurance or self-insurance

maintained by the DISTRICT, its officials, agents, employees or volunteers shall be excess to the CONTRACTOR's insurance and shall not contribute with it.

- D. **Acceptability of Insurers:** Insurance is to be placed with admitted State of California insurers which have an A.M. Best's rating of no less than A:VII, or be an equivalent program of self-insurance.
- E. **County Risk Manager Exceptions:** Any exceptions to the above insurance requirements is subject to the concurrence of the DISTRICT'S Risk Manager.

Agenda Item 6.7 Solano Paratransit quarterly report (Matt Todd)

The information from July through September is included. Total trips through the first three months has ranged between 654 and 827, averaging about 750 per month. The percentage of wheelchair usage also had some variation in the first quarter, with a three month average of about 40%. This monthly variation is also reflected in each cities usage over the three month period.

After a low passengers per vehicle hour in July, we rebounded with two months above 1.50 passengers per vehicle hour and are at 1.50 for the year. We have not recorded any denials for the year. The service is averaging just over 500 revenue vehicle hours per month and is on pace to use 6,035 revenue vehicle hours for the year.

Solano Paratransit, FY 1996-1997
Monthly Data and Performance Report

Month	Total Monthly Passngrs	Dix	FF	Rio	Sui City	Vaca	Coun	Wheel Chair Lifts	% of Total	Revenue Vehicle Service Hours	Passngrs/Revenue Vehicle Hour	Denials
Jul	654	0	107	0	54	430	63	223	34.1%	486	1.35	0
Aug	827	19	200	0	79	482	47	318	38.5%	520	1.59	0
Sep	781	34	207	0	100	413	27	381	48.8%	503	1.55	0
Oct	0											
Nov	0											
Dec	0											
Jan	0											
Feb	0											
Mar	0											
Apr	0											
May	0											
Jun	0											
TOTAL	2,262	53	514	0.0%	233	1,326	137	922	40.8%	1,509	1.50	0
YTD AVE	754	18	171	0	78	442	46	307	40.8%	503	1.50	0
ANNUALIZED	9,048	212	2,057	0	932	5,302	548	3,688	40.8%	6,035	1.50	0

Total Monthly Expense	Est Passngr Fares	Net Subsidy	Est Farebox Recovery Ratio
\$19,444	\$1,387	\$18,057	7.1%
\$20,804	\$1,753	\$19,050	8.4%
\$20,102	\$1,701	\$18,401	8.5%
\$60,350	\$4,842	\$55,508	8.0%
\$20,117	\$1,614	\$18,503	8.0%
\$241,398	\$19,366	\$222,032	8.0%

Agenda Item 6.8 Revised Cooperative Agreement for the I-80 Reliever Route. (Kim Kloeb)

At the October STA meeting, the STA Board approved a transfer of \$2 million in STP funds from the Peabody/Vanden/Cement Hill Road intersection improvements on the I-80 Reliever Route to the Highway 12 portion of the Reliever Route.

These recent changes to the funding for the Peabody/Vanden/Cement Hill Road intersection improvements, and the subsequent phasing of the project, require revisions to the Cooperative Agreement. This agreement between the STA and the cities of Fairfield and Vacaville was previously approved by the STA Board. Solano County will now also be a party to this agreement.

Due to the funding transfer, the Peabody Road improvements were rescoped to fit the reduced budget. It was determined that the project would be phased, some of the improvements would be accomplished at this time, and others would be delayed to Phase II of the project. The realignment of Vanden Road to meet Cement Hill Road will now occur in Phase II. The improvements to the intersection of the Peabody/ Cement Hill Road will be part of phase I. Right of way for the phase II improvements will be acquired during Phase I.

The Cooperative Agreement covers the programmed projects only. It will address Phase I, the funded portion, of the revised project only. Since Solano County will acquire the right of way for Phase II as part of phase I, they must now become party to the Cooperative Agreement. Phase II of this project will now be covered as part of the Memorandum of Understanding.

The separation of the programmed and unprogrammed segments of the Reliever Route will simplify delivery of the programmed projects. The ongoing projects will not be delayed by changes to the planned, but unprogrammed portions of the Reliever Route. The results of the I-80 Reliever Route Implementation Plan will require additional adjustments to the MOU. The Cooperative Agreement should be a stand alone document.

The Cooperative Agreement must be expedited immediately, as it is required prior to execution of the Program Supplement Agreements for the programmed projects, which is required prior to any reimbursements for expenses on the project to date. The City of Vacaville has incurred substantial expenses to date, thus the need to expedite the Cooperative Agreement as quickly as possible.

The cities of Fairfield and Vacaville have both assigned authority to staff members to execute the documents. This will expedite full execution of the Cooperative Agreement. The Cooperative Agreement will need to be agendized for the Solano County Board of Supervisors.

This agreement has been reviewed by the I-80 Reliever Route steering committee at the I-80 Reliever Route meeting on November 7. STA staff and the steering committee recommend approval of the attached Cooperative Agreement.

DRAFT

AMENDED November 13, 1996

COOPERATIVE AGREEMENT BETWEEN THE SOLANO TRANSPORTATION AUTHORITY, SOLANO COUNTY, AND THE CITIES OF FAIRFIELD AND VACAVILLE CONCERNING CYCLE II RELIEVER ROUTE FUNDING.

IT IS AGREED THAT THE SCOPE OF THE PROJECT SHALL INCLUDE:

I. ~~The City of Fairfield shall design and construct improvements to the intersection of Cement Hill Road at Peabody Road.~~ The City of Fairfield shall modify the Peabody/Vanden/Cement Hill Road intersection by:

A. ~~East leg of intersection:~~

~~Realigning the Vanden Road approach to the intersection northward such that Vanden Road will intersect Peabody Road directly across from Cement Hill Road. Vanden Road will be four through lanes, plus a left turn lane and bike lanes, at the intersection for a distance of approximately 600 feet. The roadway will taper to two lanes, with bike lanes, with a total paved width of 40 feet, for a distance of approximately an additional 1,200 feet to meet existing Vanden Road.~~

B. ~~A~~ West leg of intersection:

Widening Cement Hill Road to four through lanes, plus a left turn lane and bike lanes, at the intersection for a distance of approximately 300 feet. The roadway will taper to two lanes, with bike lanes, for a distance of approximately an additional 600 feet to meet existing Cement Hill Road. Right of way will be acquired for these improvements and construction easements may be acquired where needed.

C. ~~B~~ South leg of intersection:

Widening Peabody Road to four through lanes, plus a left and right turn lane and bike lanes, at the intersection for a distance of approximately 7300 feet. ~~Widen Peabody Road to four lanes, with a left turn lane.~~ The roadway will taper to two lanes, with bike lanes, for a distance of approximately another 3400 feet. Construction easements may be acquired where needed.

D. ~~C~~ North leg of intersection:

Widening Peabody Road to four through lanes, plus a left turn lane and bike lanes, at the intersection for a distance of approximately 2,600 500 feet. This improvement is needed to allow traffic flow in front of, and left turn access for bikes and vehicles into, the existing developed industrial properties located in the County. The roadway will taper to two lanes with bike lanes, for a distance of approximately 600 feet. Construction easements may be acquired where needed.

E. ~~D~~ Signalization of intersection of Cement Hill Road and Peabody Road.

II Solano County shall acquire the right of way to realign the Vanden Road approach to the intersection northward such that Vanden Road will intersect Peabody Road directly across from Cement Hill Road. The right of way will be adequate to provide four through lanes on Vanden Road, plus a left turn lane and bike lanes, at the intersection for a distance of approximately 600 feet. The roadway will taper to two lanes, with bike lanes, with a total paved width of 40 feet, for a distance of approximately an additional 1,200 feet to meet existing Vanden Road.

H-III The City of Vacaville shall design and construct the extension of Leisure Town Road to Vanden Road. The City of Vacaville shall extend Leisure Town Road to connect with Vanden Road approximately 1.4 miles south of Alamo Drive, at the future extension of Foxboro Parkway.

A. The project scope includes a 40 foot wide paved road. (12 foot travel and 8-foot bike lane for each direction of travel)

IT IS FURTHER AGREED THAT:

I. Each jurisdiction shall be responsible for furnishing the local match for its own segment of the project.

II. Each jurisdiction shall be responsible for any cost overruns on its respective projects.

III. Each jurisdiction shall be responsible for obtaining environmental clearance for their segment of the project.

IV. Vacaville shall receive \$110,00 in TSM funds and Fairfield shall receive \$170,000 in TSM funds.

V. Vacaville shall receive \$2,504,000 in STP funds, and Fairfield shall receive ~~\$3,978,000~~ \$1,278,000 in STP funds, and Solano County shall receive \$700,000 in STP funds.

VI. The scope of each city's project may not satisfy the TSM funding requirement for the extent of TSM funds each city has agreed to take. If that is indeed the case, each city shall be responsible for providing additional local funds for its project.

VII. Any cost savings on one jurisdiction's segment of the project shall be made available, in a timely manner, towards cost overruns on the other jurisdiction's segment of the project. This does not apply to local match funds.

VIII. Each City jurisdiction shall take all actions necessary to ensure construction funding for its segment is obligated, as per Caltrans requirements, no later than September 30, 1997.

IX. Detailed aerial photographic mapping of the project is required to ensure that the project can be delivered on schedule. The STA Board has agreed to provide up to \$25,000 from project development funds to jumpstart this process prior to authorization by Caltrans. The cities of Vacaville and Fairfield will provide these funds and be reimbursed by the STA on July 1, 1996. These funds will not be reimbursable from Caltrans. The City of Vacaville will receive up to \$15,000 of project development funds, and the City of Fairfield will receive up to \$10,000 in project development funds. Any unused portion will be returned to the STA project development fund account. The cities will be responsible for any expenditures in excess of their allotment.

X. Both Cities Each jurisdiction agrees to be bound by any conditions placed on the funding by the Federal,

State, or Regional authorities, including any reporting and auditing requirement.

XI. ~~The Cities~~ Each jurisdiction shall prepare detailed invoices for work performed and submit them to the STA for submittal to Caltrans. The invoices shall be in the approved Caltrans format.

~~XII. This agreement implements some of the requirements of a Memorandum of Agreement between the cities of Fairfield, Vacaville, and Solano County.~~

Steve Lessler,
Chairman,
Solano Transportation Authority

Date:

City of Vacaville

Date:

City of Fairfield

Date:

Solano County

Date:

Agenda Item 7.1 Appointment of new Vice-Chairman. (Steve Lessler)

The November STA meeting will be the last for Vice-Mayor Gary Tatum of Vacaville. His term on the Vacaville City Council will expire prior to the December STA meeting. Vice Mayor Tatum is the Vice -Chair of the STA. Staff recommends that a new Vice-Chair be appointed.

Nominated: Don Erickson - Vice - Chair

Agenda Item 7.2 Consider Approval/ Support of Environmental Enhancement Mitigation Program (EEMP) grant applications. (Dan Christians)

This EEMP program is administered by the State Resources Agency and is intended to provide grants to agencies to mitigate the environmental impacts of modified or new public transportation projects.

Four million dollars is expected to be allocated to northern counties and grants for individual projects are generally limited to \$350,000 each.

Eligible types of projects include highway landscaping, acquisition or enhancement of resource lands, and roadside recreational projects.

Last year the city of Vallejo received a \$200,000 EEMP grant for Mare Island Way/Wilson Avenue improvements.

The deadline for submitting application's for the State's 1997-98 Environmental Enhancement and Mitigation Program (EEMP) is November 12. However, resolutions from the authorizing agencies are allowed to be submitted after the deadline. An application for the STA's application for the I-80 Regional Connector Bikeway or "Solano Bikeway" was prepared by STA staff and Michael Jones, our Bike Plan Implementation consultant, and was submitted by the deadline. That application requests \$174,000 to fund the remaining portion of the this key bikeway between Vallejo and Fairfield, to cover the expected funding cutbacks from the Transportation Enhancement Activities (TEA) and Transportation Fund for Clean Air (TFCA) funding applications. The TEA application of the city of Vallejo is currently on the Bay Area contingency list and they are hoping to receive up to \$320,000 subject to final approval of reprogramming of undeliverable project funds expected by the CTC next spring. The TFCA application of the STA has been recommended for \$392,000 of funding by the BAAQMD.

In addition the STA has pledged an additional \$107,000 as part of the STA's the 5-Year Bike Plan. Staff will be proposing that money be made available for claiming next year by the city of Vallejo to complete their engineering work on the project. However, based on a total budget of \$1,018,000 (which includes a proposed \$25,000 of in-kind services from the Bicycle Advisory Committee and the city of Vallejo) an additional \$174,000 will be needed to complete the entire project.

Hayes Tatum

At the last TAC meeting it was indicated that the following additional EEMP grant applications were proposed to be submitted by Solano jurisdictions:

<u>City of Benicia</u>	<u>Requested EEMP \$</u>
● Landscaping of East Second Street Median Extension	\$71,180
<u>Solano County</u>	
● Grizzly Island Road at Hill Slough Fishing Bridge Conversion	\$85,000
● Rockville Road Pedestrian Path at Green Valley Creek	\$45,000
<u>City of Vacaville</u>	
● Allison Drive North Extension Landscaping	175,000
● Intermodal Transportation Center Landscaping	\$100,000
● Southside Bikeway Landscaping	\$150,000
● Nut Tree Parkway Landscaping	\$150,000

Therefore, it is recommended that the Board adopt the attached resolution that approves the filing of the STA's application for the I-80 Connector Bikeway and also supports all of the other applications listed above.

RESOLUTION 96-

A RESOLUTION OF THE SOLANO TRANSPORTATION AUTHORITY APPROVING THE APPLICATION FOR GRANT FUNDS FOR THE ENVIRONMENTAL ENHANCEMENT AND MITIGATION PROGRAM UNDER SECTION 164.56 OF THE STREETS AND HIGHWAYS CODE FOR THE I-80 REGIONAL CONNECTOR BIKEWAY ALSO CALLED THE "SOLANO BIKEWAY" AND SUPPORTING OTHER EEMP APPLICATIONS FROM SOLANO JURISDICTIONS

WHEREAS, the legislature of the State of California has enacted AB 471 (Chapter 106 of the Statutes of 1989), which is intended to provide \$10 million annually for a period of 10 years for grant funds to local, state and federal agencies and nonprofit entities for projects to enhance and mitigate the environmental impacts of modified or new public transportation facilities; and

WHEREAS, the Resources Agencies has established the procedures and criteria for reviewing grant proposals and is required to submit to the California Transportation Commission a list of recommended projects from which the grant recipients will be selected; and

WHEREAS, said procedures and criteria established by the Resources Agency require a resolution certifying the approval of the application by the applicant's governing body before submission of said application to the State; and

WHEREAS, the application contains assurances that the applicant must comply with; and

WHEREAS, the applicant, if selected, will enter into an agreement with the State of California to carry out the environmental enhancement and mitigation project;

NOW, THEREFORE BE IT RESOLVED THAT THE SOLANO TRANSPORTATION AUTHORITY

1. Approves the filing of an application for the Environmental Enhancement and Mitigation Program for grant assistance.
2. Certifies that the applicant and/or certain designated member jurisdictions will make adequate provisions for operation and maintenance of the project.
3. Appoints Martin Tuttle, Executive Director, as agent of the Solano Transportation Authority to conduct all negotiations and submit all documents, including but not limited to applications, agreements, amendments, payment requests and so on, which may be necessary for the completion of the aforementioned project.

NOW, THEREFORE BE IT FURTHER RESOLVED THAT the Solano Transportation Authority also supports the EEMP applications of its member jurisdictions as listed in attachment A.

Steve Lessler, Chairman
Solano Transportation Authority

I, Martin Tuttle, the Executive Director of the Solano Transportation Authority (STA), do hereby certify that the above and foregoing resolution was regularly introduced passed, and adopted by said STA at a regular meeting held this 13th day of November, 1996.

Martin Tuttle, Executive Director
Solano Transportation Authority

Attachment A

Additional 1997-98 EEMP applications supported by the Solano Transportation Authority:

City of Benicia

- Landscaping of East Second Street Median Extension

Solano County

- Grizzly Island Road at Hill Slough Fishing Bridge Conversion
- Rockville Road Pedestrian Path at Green Valley Creek

City of Vacaville

- Allison Drive North Extension Landscaping
- Intermodal Transportation Center Landscaping
- Southside Bikeway Landscaping
- Nut Tree Parkway Landscaping

Agenda Item 8.1 Proposed contract for a Long Range Rail Alternatives Report.
(Martin Tuttle)

As discussed at the October STA meeting, MTC staff has recently proposed a revision of the MTC position on accommodation of rail transit on the Benicia-Martinez Bridge. The recent staff recommendation would eliminate the requirement to provide accommodation for rail transit on the bridge, eliminating the need to seek an additional \$25 million in funding to provide this capacity.

This recommendation was scheduled to be considered by the MTC Work Program Committee in October, but has been delayed at the request of the STA. The STA is on record as supporting accommodation for rail transit on the Benicia-Martinez Bridge, as well as on the proposed new Carquinez Bridge.

Without a long range plan, addressing this significant public investment is very difficult. The preparation of a Long Range Rail Alignment Report (LRRAR) for both the I-80 and I-680 corridors in Contra Costa and Solano counties is needed to provide additional information for the STA's position that accommodation for rail transit should be provided on the bridges.

The recently concluded I-80 Corridor Study, and the I-80/680/780 Triangle Area Study shows that the potential for major capacity increasing improvements on either the I-680 or I-80 corridor is limited. In the planning for the long range future (30 years), more emphasis must be placed on transportation alternatives, such as rail.

Due to the expected 80-100 year plus life cycle of modern bridge structures, and the strategic location of the two bridges, it seems eminently prudent to include provisions for rail transit on both bridges.

As pointed out by Mayor Jerry Hayes at the October STA meeting, the ballot argument for Regional Measure 1 (RM1) stated that new bridges built with RM1 funds would provide for rail transit capacity. Both new bridges are funded from RM1 revenues. The success of any future transportation funding measures at the polls may hinge on our collective track record of keeping previous promises.

STA staff has determined that, based on their previous experience, only Wilbur Smith Associates can deliver the report, as defined by the attached scope of work, quickly enough to impact pending funding decisions that could irrevocably preclude the potential for future rail transit on either bridge.

STA staff proposes that the STA enter onto a contract based on the attached scope and schedule for the development of a Long Range Rail Alternative Report. The contract would be funded by \$25,000 in project development funds reprogrammed from the Mare Island Access Study. The City of Vallejo has no objections to this reprogramming of funds to meet this very time critical need. Funding for the Mare Island Access Study may become available again during subsequent project development programming cycles.

Approved
Tatum / Spring / Hayes

Since this issue has not been studied extensively in the past, the emphasis of the LRRAR will be on providing a sound basis for future, more detailed, planning studies. The most fundamental aspect of the plan will be to show physical alignments connecting existing and proposed rail transit systems (current or proposed BART and Capitol Corridor lines) to each other and the two bridges. The alignments will be based on geographic features and existing development patterns. A graphic showing the two proposed alignments will be the major deliverable of this planning effort.

The LRRAR will identify estimated costs, and potential funding sources for this project, but in a very cursory manner. Detailed projections of future land use and ridership will not be included in this plan. The plan will emphasize the physical connection across the Straits, between the two counties, and existing passenger rail systems.

The alignments will be technology neutral, no specific technology will be assumed as part of the plan. The long lead time, and rapid advancements in passenger rail technology could easily provide currently unanticipated potential in the corridors. However, the alignments selected must be serviceable by existing technology. Grades on the approaches to the bridges are of particular concern.

The use of existing rail corridors will be encouraged where it is deemed feasible. Where existing rail corridors are included in the selected alignment, current capacity and demand will be cited, along with estimates of future capacity and demand. Ownership of existing rail corridors will also be noted, along with any possible restrictions on their use.

The consultant on this project will be required to work closely with STA staff. Staff will review work products, and help disseminate the plan to each of the impacted parties. Attached is the project schedule, and a description of the proposed scope of work. The scope of work has been separated into several tasks and a number of issues have been identified.

Staff recommends that the STA Board authorize the Executive Director to enter into a contract with Wilbur Smith Associates, not to exceed \$25,000, for the development of a Long Range Rail Alternatives Report (LRRAR).

TENTATIVE SCHEDULE OF EVENTS

STA Board authorizes contract	November 13, 1996
Phase I completed	December 9, 1996
Phase I presentation to STA Board	December 11, 1996
Phase I presentation to CCTA/STA Subcommittee	December ¹⁹ 21 , 1996
Phase II completed	January 31 , 1997
Phase II presented to STA Board	February 12, 1997
Phase II presented to Vallejo City Council	February 17, 1997
Phase II presented to CCTA/STA Subcommittee	February 20, 1997

DRAFT

LONG RANGE RAIL ALIGNMENT REPORT FOR THE I-80 AND I-680 CORRIDORS

SCOPE OF WORK

PHASE I

1. Identify a preferred alignment from the Concord BART line to the proposed new Benicia-Martinez Bridge.
2. Analysis of the existing Union Pacific rail bridge, including projected life span and capacity to accommodate adding a single track for light rail.

PHASE II

1. Identify a preferred alignment from the Richmond BART line to the Carquinez Bridge.
2. Identify a preferred alignment from Hercules to the Carquinez Bridge.

NOTE: Analysis of each of the four tasks above shall address the following issues:

- A. Proposed bridge locations and designs
- B. Connection to existing rail services and previous alignment studies
- C. Geographic features
- D. Note grade changes of more than 1 percent
- E. Existing development
- F. Planned development
- G. Highway conflicts
- H. Wetlands and environmentally sensitive areas
- I. Preliminary cost estimate
- J. Provide a 8.5 x 11 inch color graphic showing the selected alignments

Where existing rail corridors are part of the selected alignment show:

- A. Ownership
- B. Demand, current and projected to 2030
- C. Capacity, current and projected to 2030
- D. Any restrictions on the use of the corridor
- E. Condition of existing trackage
- F. Current speed limit
- G. Cost estimate to improve trackage to usable condition

9.1 STA financial report for 1995-96. (Martin Tuttle)

It appears our independent auditor (Macias & Gini Company) will be ready to report our final 1995-96 fund balances at the meeting. The county's inadequate accounting system has made this task far more excruciating than expected. Terry Woford and Dawn Del Ponte of Vacaville's finance staff will join auditor Andy Sisk in making a brief presentation to the Board. Detailed information on the 1995-96 audit and ending fund balances will be handed out at the meeting.

9.2 Paratransit Coordinating Committee (PCC) update. (Matt Todd)

This item has been agendaized at the request of the PCC and the city of Benicia. The city of Benicia has requested a review of the authority of the PCC and how the members are selected. Ted Harding, a member of the PCC and a faculty member of Solano Community College, will be attending the meeting.

Organization of Solano County PCC

MTC, which acts as the Regional Transit Planning Agency (RTPA) for the nine county Bay Area, requires each county to have a PCC to fulfill the Social Service Technical Advisory Council requirement needed to participate in the unmet transit needs process under Public Utilities Code §99238. The PCC also reviews Article 4.5 and 8 TDA claims, Section 16b2 applications, and any other requests for funds for paratransit services and forwards recommendations on these programs to MTC. MTC also requests that the PCC address coordination of paratransit services and coordination between fixed route and paratransit services, and set guidelines for the membership categories.

MTC staff has reviewed and approved the current bylaws and organizational structure of the Solano County PCC. This organizational structure has the PCC in an advisory role to the STA Board. The STA Board's role includes approving any bylaw changes, membership appointments, and any actions taken by the PCC (STA staff brings PCC action items for STA Board approval on a case by case basis).

Appointments

In the past, staff has advertised open positions in the papers, at social service agencies, and in senior centers. We ask the applicant for a letter explaining why they are qualified to serve on the PCC. These letters are included in the PCC monthly agenda and the applicant is invited to the meeting. At the meeting, we ask the applicant to again explain why they want to join and how they think they can contribute to the council. At this point, the PCC recommends appointments to the STA Board. The individual becomes a member of the PCC when the STA Board approves the appointment. Service on the advisory council is customarily an "at-will" position that serves at the pleasure of the STA Board.

Included are the bylaws and the current roster of the PCC membership.

The Board may want to direct staff to work with the PCC to examine the membership categories to promote more citizen and paratransit service user participation on the PCC.

Recommendation

Direct staff to work with the PCC on recommendations to increase citizen and paratransit service user participation at the PCC.

PCC MEMBERSHIP LIST
(Revised October 1996)

CLASSIFICATION	MEMBER	ALTERNATE	TERM EXP.
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Voting Members:

Transit Users

1.	Elderly	Jim Simon	Ed Watson	12/97
2.	Low Income	Vacant		
3.	Handicapped	Fred Ramsey	Vacant	12/97

Members-at-Large

4.	Member-at-Large	Kim Maassen North Bay Reg. Ctr.	Vacant	12/97
5.	Member-at-Large	Vacant		

Public Agencies

6.	Education- Related	Ted Harding Solano Community College	Ron Nelson	12/96
7.	Solano County	Joyce Lockwood Dept. Of Health & Social Services	Charles Emlet	12/97

Social Service Providers

8.	Independent Living Resource	Amy Taylor	Kathy Mitsopolus	12/98
9.	Benicia Yellow Cab	Marcia Kent	Vacant	12/97
10.	MV Transportation	Larry Schwahn	Vacant	12/98
11.		Vacant		
12.	MTC Elderly & Disabled Representative	Vacant	Vacant	N/A

Non-Voting Members:

1.	Benicia Transit	Alan Nadritch	Evelyne Hayden	N/A
2.	Caltrans District 4	Burdette Conner		N/A
3.	Dixon Redi-Ride	Randy Davis	Jamie Elliott	N/A
4.	Fairfield/Suisun	Kevin Daughton	Mike Dulude	N/A
5.	MTC	Deidre Heitman		N/A
6.	Rio Vista Transit	Michael Lee		N/A
7.	Solano County	John Gray		N/A
8.	Vacaville	Trent Fry		N/A
9.	Vallejo Transit	Pam Belchamber	Doug Vanderkar	N/A

**BYLAWS
OF THE
SOLANO PARATRANSIT COORDINATING COUNCIL (PCC)**

ARTICLE I NAME

Section 1. The name of this organization shall be the Solano Paratransit Coordinating Council (PCC), hereinafter called COUNCIL.

ARTICLE II AUTHORIZING AGENCY

Section 1. The Solano Transportation Authority (STA) is the authorizing agency for the Paratransit Coordinating Council and shall approve all appointments to the Council and amendments to the Bylaws of the Council.

ARTICLE III PURPOSE

Section 1. The Council shall serve as an advocate for improved availability of transit services for the elderly, disabled, minorities, economically disadvantaged and other transit dependent persons.

Section 2. The Council shall advise the Solano Transportation Authority, the Metropolitan Transportation Commission, and other appropriate funding agencies in the expenditure of all available paratransit revenues.

Section 3. The Council shall serve as a forum to bring together the diverse perspectives of those individuals and groups seeking to provide the best possible transportation services for the above designated transit dependent individuals.

ARTICLE IV FUNCTION

Section 1. The Council shall increase cooperation and coordination in the availability of transportation services by minimizing overlap and duplication in the use of resources at the policy, management, and service delivery levels.

Section 2. The Council shall review proposals requesting Federal, State and/or local paratransit monies and make recommendations on these proposals to the appropriate funding agencies.

Section 3. The Council shall provide a forum for discussion of common goals and recommended actions affecting paratransit. This coordination is intended to result in increased utilization of transit services and reduced costs, by means of shared vehicles, insurance pooling and other coordinated actions.

Section 4. The Council shall be an advocate for the best possible use of existing transit services and for the provision of new services to address unmet needs for those

who are transit dependent. It shall channel input and suggestions to existing paratransit services in the County and keep informed of the special needs of transit dependent people, augmenting the information contained in the Solano County Multimodal Transportation Plan, the annual ADA Joint Paratransit Compliance Plan updates, and other plans and studies that address paratransit issues in Solano County.

Section 5. The Council shall offer assistance to groups and/or agencies applying for Federal, State, and/or other appropriate funds for paratransit services; continue to be aware of potential funding sources; disseminate transportation information to as wide an audience as possible within the County, and at the same time seek to coordinate with other groups which have a regional interest in transportation.

ARTICLE V MEMBERSHIP

Section 1. The Council shall be composed of representatives of private, public and nonprofit providers and consumers of transit services whose interests are consistent with the purpose of the Council and who shall represent all communities in the County.

Section 2. The Council shall consist of a number of representatives from the groups listed below. The number of voting members in each of these categories is indicated in parentheses after the group. In selecting members for the Council every effort will be made to ensure that the needs and perspectives of members of minority groups will be adequately represented.

1. Voting Members (11)

a. Transit Users (3)

- i. Elderly (1) (60 or older)**
- ii. Handicapped (1)**
- iii. Low Income (1)**

b. Members at Large (2)

c. Public Agencies (2)

- i. County Department of Health and Social Services (1)**
- ii. Education-Related Services (1)**

d. Social Service Providers (4)

- i. Four Council members will be selected from agencies experienced in the provision of services for the physically disabled, the elderly, and those in rural areas, including, when possible, social service providers of transportation. Every effort will be made to ensure that the needs and perspectives of both non-profit and for-profit providers are adequately represented in this section of the Council.**

e. The Elderly or the Disabled MTC Advisor for Solano County

2. Non-Voting Members

Non-voting membership on the Council is intended to ensure that adequate technical information and a wide range of regional and institutional perspectives are available to assist the Council in its deliberations. Membership in this portion of the Council shall include the following:

- a. Solano Transportation Authority Staff
- b. All Solano County Public Transit Agencies
- c. Metropolitan Transportation Commission Staff
- d. Caltrans District 4
- e. County Board of Supervisors Staff

Section 3. The term of service on the Council shall be three years.

Section 4. Recommendations to the Solano Transportation Authority of appointments to the Council may be made at a regular meeting of the Council by a two-thirds (2/3) vote of those present.

Section 5. Each participating agency shall name its representative and one alternate; the consumers shall be nominated by the Council and they shall name their own alternates. Each member of the Council shall have one vote. An alternate shall assume that right to vote when acting on behalf of the member representative.

Section 6. Council members who do not attend three (3) regularly scheduled meetings in succession and do not contact staff to indicate that they will not be present shall have their positions declared vacant. Absence after contacting staff constitutes an "excused absence." Excused and unexcused absences in any one calendar year period shall be documented in the minutes of each meeting. If a Council member has missed a combination of six (6) meetings of excused and unexcused absences, he or she will be sent a written notice of intent to declare the position vacant. If there is no adequate response before or at the next meeting, the position will be declared vacant at that time.

ARTICLE VI OFFICERS

Section 1. The Council shall nominate and elect annually a Chair-person, a Vice-Chairperson, and a Parliamentarian. Staff of the Solano Transportation Authority shall be responsible for secretarial functions.

Section 2. A Nominating Committee, consisting of three (3) members, shall be selected in October of each year. A slate of prospective officers shall be presented to the Council at the December meeting and an opportunity provided for nominations

from the floor. The election of officers shall take place at the end of this meeting with the new officers to be seated at the January meeting.

Section 3. The terms of office of the Chairperson and Vice-Chairperson shall be two (2) years. A minimum of one (1) year must elapse before either of the officers can serve again. There shall be no limit placed on the term of the Parliamentarian.

Section 4. If the Chairperson resigns his/her position the Vice-Chairperson shall step into the vacated slot and a new Vice-Chairperson shall be appointed by a special nominating committee. Service in this temporary position shall not bar the interim Chairperson from running in a subsequent election for Chairperson.

a. It shall be the duty of the chairperson to preside over all meetings of the Council, and to appoint committees as necessary.

b. It shall be the duty of the vice-chairperson to assist the chairperson in the execution of that office and to preside at meetings in the event of the absence of the chairperson.

c. It shall be the duty of the secretary (STA Staff) to keep a written record of all meetings of the Council and other tasks as appropriate.

d. It shall be the duty of the Parliamentarian to interpret and enforce parliamentary procedures as stated in Roberts Rules of order subject to ARTICLE X, Section 1 of these bylaws.

Section 5. Officers of the Council shall constitute an executive committee and are empowered to begin a committee meeting in situations in which a full quorum is not present for a regular meeting.

ARTICLE VII MEETINGS

Section 1. The Council shall call at least six (6) regularly scheduled meetings a year.

Section 2. Special meetings may be called at the discretion of the chairperson, or staff, or at least one-third of the membership (requesting such meeting in writing to staff), as necessary.

Section 3. The secretary shall give written notice of all meetings of the Council to each Council member and others on the approved mailing list prior to the meeting date. At the direction of the Council, when it is deemed appropriate, efforts will be made to provide a broader public notification of meetings.

Section 4. All meetings shall be public meetings.

ARTICLE VIII COMMITTEES

- Section 1. Committees shall be constituted at the discretion of the Council to research issues related to the Council's mission, to carry out defined special activities that support the Council's function and to report their findings and activities back to the Council.
- Section 2. Committees shall fall into two broad categories: structural and informational.
- a. Structural committees are committees such as the Bylaws Committee that handle matters related to structure and basic function of the Council.
 - b. Informational committees are those that are designed to carry out tasks to provide the Council with information and resources that will improve its ability to carry out its mission. Decisions about the category into which a committee falls shall be made solely at the discretion of the Council as a whole.
- Section 3. Only Council members may serve on structural committees. A structural committee may request the services of a non-member as a consultant when necessary.
- Section 4. Both Council members and members of the community at large may serve on informational committees. Informational committees may also seek the assistance of a consultant when necessary.

ARTICLE IX QUORUM

- Section 1. Forty (40) percent of the filled voting members positions shall constitute a quorum authorized to transact any business duly presented at a meeting of the Council. The Chairperson shall not vote on any item unless there is a tie. In case of a tie vote, the Chairperson shall cast the deciding vote.

ARTICLE X PARLIAMENTARY PROCEDURE

- Section 1. The rules contained in Roberts' "Rules of Order", as last revised, shall govern the proceedings of the Council to the extent they are not inconsistent with these bylaws.

ARTICLE XI AMENDMENTS, CORRECTIONS OR CHANGES IN THE BYLAWS

- Section 1. Recommendations for amendments of these bylaws, in whole or in part, may be made by a majority vote at any duly organized meeting of this Council, provided that a copy of any amendment proposed for consideration shall be mailed to the last recorded address of each member at least thirty (30) days prior to the date of the meeting.

ARTICLE XII CONFLICT OF INTERESTS

Section 1 No member of the Council shall make, participate in making, or use his/ her official position as a member to influence a Council decision in which he/she has a financial interest or a conflict of interest. A conflict of interest shall include, but is not limited to, a Councilmembers's membership in or affiliation with any organization which would benefit from any action under consideration by the Council.

[Recommended by the PCC at their meeting of November 17, 1995;
Revised and Approved by the Solano Transportation Authority Board on December 13, 1995]

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Agenda Item 9.3 STA transportation conference/workshop. (Steve Lessler)

Attached are the major comments made by participants at the October 18 STA Workshop. It is suggested that the STA Board members critique the event and provide their perspective on any of these comments. Staff recommends that the STA Board discuss the proposed next steps, i.e. "where do we go from here?"

It is suggested that the Board direct staff, working with the TAC, to develop an all inclusive list of possible transportation projects and programs to develop in the next 10-15 years. The list should also include the project cost estimates. At minimum, this exercise will assist MTC in developing Solano County's Track 2 list of projects (non-funded, "wish list" projects). It may also begin to highlight the county's need for additional revenue for transportation projects.

Finally, the discussion should include a recap of the Santa Clara County's A and B Measures and the possibility of assessing such an effort for the STA to propose for the 1998 ballot.

Comments Made at October 18 STA Transportation Workshop

Projects/Issues

- Become a self-help county.
- Become more effective in region.
- Propose good projects to compete better in the region.
- Need to form a business group to advocate for transportation projects and additional funding.
- Address long range improvements on I-80 such as HOV lanes between Highway 4 and Carquinez Bridge and between Fairfield and Vacaville (i.e. I-80 Corridor Study recommendations).
- Interchange Improvements at I-680/80 are regionally significant and will benefit the economy of the region.

Funding

- In Bay Area 75% of transportation funding is locally generated.
- Decide what we can afford in Solano.
- Make sure Solano receives its share of existing transportation funding.
- Leverage local transit \$'s with other funds (i.e. TCI).
- Need to develop more funds for local match (i.e. need a fund for maintenance).
- The Santa Clara funding arrangement is a well advanced model--Solano needs to also look at other examples.
- Solano should look at possibility of placing tolls on existing facilities.
- Identify the need for additional revenue; develop a consensus; designate a lead agency; and have support of other regional partners.