

**MOORPARK CITY COUNCIL  
AGENDA REPORT**

**TO: Honorable City Council**

**FROM: Dave Klotzle, City Engineer/Public Works Director**  
**Prepared By: Shaun Kroes, Senior Management Analyst**

**DATE: June 28, 2013 (CC Meeting of 07/17/13)**

**SUBJECT: Consider Cooperative Agreement with the Ventura County Transportation Commission for Administration of Funds from the Proposition 1B Public Transportation Modernization, Improvement and Service Enhancement Account; and, Consider Resolution Amending the Fiscal Year 2013/14 Revenue Budget \$1,091,000 to Prop 1B Local Streets and Roads Fund (2611)**

**BACKGROUND/DISCUSSION**

On October 5, 2012, the Ventura County Transportation Commission (VCTC) approved two applications from the City of Moorpark (City) for Proposition 1B (Prop 1B) Public Transportation Modernization, Improvement and Service Enhancement Account (PTMISEA) for the following projects and amounts:

1. Two replacement compressed natural gas (CNG) buses (\$774,000). The new buses will replace two existing diesel buses (2005 El Dorado MST II model). The City has an additional \$90,000 in Federal Transit Administration (FTA) funds that will be applied to this project, for a total of \$864,000 available for the purchase. Staff will return to City Council with a final cost determination at the time of requesting authorization to purchase the two buses.
2. Expansion of the Metrolink North Parking Lot and slurry seal of the existing Metrolink North Parking Lot (\$317,000). The existing North Parking Lot is approximately 224 feet long and 120 feet wide and provides parking for 63 parking stalls (including 2 disabled parking stalls). The City is proposing to convert the vacant lot west of the North Parking Lot into a formal parking lot, adding an estimated 55 parking stalls. The vacant lot is approximately 280 feet long and 120 feet wide. The City is also proposing to slurry seal the existing North Parking Lot (owned by VCTC) to improve the pavement surface. Staff will return to City Council

with a final cost determination at the time of requesting authorization to proceed with design and construction of the improvements.

On June 6, 2013, VCTC staff informed City staff that Caltrans had awarded Prop 1B funding for both of Moorpark's projects. VCTC is to act as administrator of the Prop 1B funding and has provided a Cooperative Agreement (Attachment 1) that the City is required to sign prior to receiving the Prop 1B funds. After execution of the Agreement, VCTC will forward the \$1,091,000 in Prop 1B funds to the City after Caltrans has provided the funds to VCTC.

### **FISCAL IMPACT**

The City will receive \$317,000 in PTMISEA grant funds for the expansion and rehabilitation of the Metrolink North Parking Lot and \$774,000 in PTMISEA grant funds for two replacement CNG buses. Upon execution of the Agreement, VCTC will distribute the PTMISEA funding to the City after Caltrans has provided payment to VCTC. Staff is proposing to deposit the \$1,091,000 in PTMISEA funds into the Prop 1B Local Streets Fund (2611). Both Prop 1B Streets and Roads funds and PTMISEA funds originate from Proposition 1B, the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006. Interest accumulated from the grant funds must be tracked and spent only on the designated Metrolink North Parking Lot and CNG bus purchase projects. The attached FY 2013/14 Budget Amendment (Attachment 2) establishes revenue account 2611.8510.8020.3582 which will enable the City to effectively track interest revenue generated by the PTMISEA funds.

### **STAFF RECOMMENDATIONS (ROLL CALL VOTE)**

1. Authorize the Mayor to sign the Cooperative Agreement subject to final language approval by the City Manager and City Attorney.
2. Adopt Resolution No. 2013-\_\_\_\_\_.

#### Attachments:

1. Cooperative Agreement
2. Draft Resolution

**COOPERATIVE AGREEMENT**  
**BETWEEN**  
**VENTURA COUNTY TRANSPORTATION COMMISSION**  
**AND**  
**THE CITY OF MOORPARK**

**THIS AGREEMENT** is entered into on [month] [day], 2013 and is between Ventura County Transportation Commission (VCTC) and the City of Moorpark (City) regarding the administration of funds from the Proposition 1B Public Transportation Modernization, Improvement and Service Enhancement Account (PTMISEA).

**WHEREAS**, California voters in November, 2006, approved the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006 (Proposition 1B), which authorizes state general obligation bonds for transportation infrastructure, including grants for transit system safety, security, and disaster response projects; and,

**WHEREAS** Senate Bill 88 of the 2007 Statutes appropriates funds from Proposition 1B to the PTMISEA program, administered by the Department of Transportation (Caltrans); and,

**WHEREAS**, at its October 5, 2012, meeting the VCTC programmed \$1,091,000 in PTMISEA grant funds to the City for the following Projects: \$317,000 for the expansion of the Moorpark Metrolink North Parking Lot and \$774,000 for the purchase of two replacement CNG buses; and,

**WHEREAS**, it is the intention of VCTC to enter into this Cooperative Agreement with the City regarding the administration of PTMISEA funds prior to the disbursement of funds to the City.

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

**I. FUNDING/PROGRAM MANAGEMENT**

1. **Assignments of Participants:** VCTC hereby agrees to engage the City and the City hereby agrees to carry out the work hereinafter described in connection with the administration of PTMISEA funds. The City will be responsible for assuring that the City meets all grant requirements placed on PTMISEA fund recipients.
2. **Scope of Services:**
  - a. **Grant Administration:** VCTC shall be responsible to reserve, apply for and receive PTMISEA funds and, in addition to the City, shall also be responsible for assuring that VCTC and the City meet all requirements placed on PTMISEA fund recipients.
  - b. **Project Implementation:** The City shall implement the Projects, as described in the attached grant submittals to the extent that grant funds from VCTC are available pursuant to this Agreement.

3. Duration of Agreement and Authorization to Proceed: The term of this Agreement shall commence when VCTC notifies the City that it has received the PTMISEA funds from the State Controller, and continue until the earlier of the following events: (1) all work on the Projects are completed and accepted, all contracts to construct a Project are closed, and VCTC has approved and paid the final invoice, or (2) the Agreement is terminated by either party in accordance with Section III.1.
4. Entire Agreement and Amendments to the Agreement: The provisions of this Agreement, together with Exhibits 1 and 2, constitute the final, complete and exclusive statement of the terms of the agreement between the parties pertaining to the administration of PTMISEA funds, supersede all other prior or contemporaneous oral or written understandings and agreements of the parties, and may be amended upon written acceptance and ratification of any such amendment by both VCTC and the City.
5. Method of Payment: VCTC, as the grant applicant, upon receipt of the \$1,091,000 of PTMISEA funds approved by Caltrans for the Projects, shall transfer the funds to the City. The City must keep the unexpended funds in a separate interest-bearing account. Any interest that is accrued must be accounted for and used for the Projects. Any Project funds received in excess of the final Project cost, or those found to be owed back to VCTC as a result of a final review or audit, must be refunded to VCTC within twenty (20) days of VCTC invoicing the City.
6. Costs: Under no circumstances will VCTC be responsible for funding the Project in excess of the grant funds and the interest earned thereon.

## II. CALTRANS REQUIREMENTS

The City shall note the following provisions apply to PTMISEA grants, and must take all necessary action to ensure its compliance as though it was the grantee directly.

1. Reports: Semi-annual performance reports must be prepared and submitted to VCTC no later than January 31<sup>st</sup> and July 31<sup>st</sup>, for the duration of the Project performance period, or until all activities are completed and the Projects are formally closed. VCTC will then forward the reports to Caltrans in time for the Caltrans deadline. The semi-annual reporting cycle will start with the December 2013 reporting cycle, and must be submitted on or before January 31, 2014. Failure to submit performance reports could result in the reduction of Project funds, termination, or suspension.  
  
Within five (5) months of the Projects becoming operable, the City shall provide to VCTC a Final Project Report on actual Project performance to projected Project performance. The City must also provide verification of Project completion as described in the most recent edition of Caltrans' PTMISEA Guidelines available on Caltrans' website at <http://www.dot.ca.gov/hq/MassTrans/Proposition-1B.html>. Within (11) months of the Projects becoming operable, the City shall provide to VCTC a report regarding the long-term benefits of the Projects.
2. Department of Industrial Relations (DIR) Monitoring: Per Assembly Bill 436 (Chapter 378, Statutes 2011), public works projects, such as the Moorpark Metrolink North Parking Lot Project, are subject to monitoring and enforcement by the DIR. Monitoring activities are eligible PTMISEA expenses. The City is required to:
  - a. Include language in the bid invitation and public works contract that the Project is subject to monitoring and enforcement by DIR, including the obligation to submit certified payroll records directly to the Compliance Monitoring Unit (CMU) through the CMU's online eCPR system at least monthly;

- b. Notify both the Division of Apprenticeship Standards and the Division of Labor Standards Enforcement (DLSE) of the Project award per the online PWC 100 form available on the CMU website;
  - c. Post, or require the prime contractor to post, at each job site, the notice required by 8 Cal. Code Reg. section 16451(d);
  - d. Cooperate with the CMU and the DLSE in any investigation of suspected violations, which may include random onsite inspections and contractor and worker interviews; and,
  - e. Comply with any notice requiring contract payments to be withheld due to contractor's failure to submit proper certified payroll reports or in accordance with any lawful order by DLSE.
3. Other Provisions: The City is subject to all policies and provisions as set forth by Caltrans with regard to the PTMISEA and all applicable laws regarding public works projects, including but not limited to, contract bid procedures and the payment of prevailing wages.
4. Grant Performance Period: Funds allocated under this grant shall be expended by June 30, 2017. Funds remaining unexpended thereafter shall revert to Caltrans.

### III. OTHER PROVISIONS

1. Termination: Either party may terminate this Agreement pursuant to this Section III. 1. The City may terminate this Agreement with or without cause after giving written notice to VCTC at least thirty (30) calendar days before the termination is to be effective. VCTC may terminate this Agreement for cause, if the City defaults under this Agreement, and if within thirty (30) calendar days after VCTC has given the City notice of the default, the City has not cured the default, or, if the default cannot be reasonably cured within that time period, if the City has not commenced the cure within that time period, diligently continued to pursue that cure, and completed it within one hundred eight (180) calendar days after that notice. In the event VCTC terminates this Agreement, the City may expend PTMISEA funds to pay contractors for Project work completed through the last working day this Agreement is in effect or committed to be spent by that date. Neither party shall have any other claim against the other party by reason of an early termination of this Agreement.

2. Indemnification: The City shall protect, defend, indemnify, and hold harmless VCTC, its officers, agents, servants, and employees, from any and all liability arising out of, or caused by, any act or omission of the City or its officers, agents, or servants as a result of any act or omission by the City in its performance pursuant to this Agreement.

VCTC shall protect, defend, indemnify, and hold harmless the City, its officers, agents, servants, and employees, from any and all liability arising out of, or caused by, any act or omission of VCTC or its officers, agents, or servants as a result of any act or omission by VCTC in its performance pursuant to this Agreement.

The obligations of the City and VCTC in these indemnity provisions survive the expiration or earlier termination of this agreement.

3. Insurance: With respect to performance of work under the Project Agreement, the City shall ensure that its contractors maintain insurance as described below:

Workers' Compensation Insurance – the City's contractors shall maintain, during the life of the Projects, Workers' Compensation Insurance as required by California law for any contractor or subcontractor employees employed at the Project sites. In case

any class of employees engaged in work under this Agreement at the site of the Project is not protected under any Workers' Compensation law, the City shall provide or shall cause each contractor and subcontractor to provide, adequate insurance for the protection of employees not otherwise protected. The City hereby agrees to indemnify VCTC for any damage resulting to it from failure of any City contractor or subcontractor to take out or maintain such insurance.

Public Liability and Property Damage Insurance. The City is self-insured and/or has excess insurance as allowed by law at least up to the limits provided herein. The City's contractors, if any, shall take out and maintain during the life of this Agreement such public liability and property damage insurance as shall insure and name as an additional insured VCTC, its elective and appointive boards, commissions, officers, agents, and employees, and any VCTC contractor or subcontractor performing work covered by this Agreement from claims for damages for personal injury, including death, as well as from claims for property damage which may arise from the City's or any contractors or subcontractors operations hereunder, or by anyone directly or indirectly employed by any contractor or subcontractor, and the amounts of such insurance shall be as follows:

- a. Public Liability Insurance. In an amount not less than \$2,000,000 for injuries, including, but not limited to death, to any one person and, subject to the same limit for each person, in an amount not less than \$4,000,000 on account of any one occurrence:
  - b. Property Damage Insurance In an amount of not less than \$1,000,000 for damage to the property of each person on account of any one occurrence.
4. Attorneys' Fees. In the event that either party to this Agreement shall commence any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorneys' fees.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on the date stated in the introductory clause to this Agreement.

**CITY OF MOORPARK**

**VENTURA COUNTY TRANSPORTATION  
COMMISSION**

\_\_\_\_\_  
Janice Parvin  
Mayor

\_\_\_\_\_  
Steve Sojka  
Chair

Approved as to Form

Approved as to Form

\_\_\_\_\_  
Steven Kueny  
City Manager

\_\_\_\_\_  
Darren M. Kettle  
Executive Director

\_\_\_\_\_  
Kevin G. Ennis  
City Attorney

\_\_\_\_\_  
Steven T. Mattas  
General Counsel

**Exhibit 1**  
**Public Transportation Modernization, Improvement and**  
**Service Enhancement Program (PTMISEA)**  
**PROJECT DESCRIPTION AND ALLOCATION REQUEST**

<b>Project Lead:</b> Ventura County Transportation Commission	<b>Regional Entity:</b> VCTC
	<b>County:</b> Ventura
<b>Project Title:</b> Moorpark City Transit Vehicles (2 CNG Buses)	

I certify the scope, cost, schedule, and benefits as identified in the attached Project Description and Allocation Request (Request) and attachments are true and accurate and demonstrate a fully funded operable project. I understand the Request is subject to any additional restrictions, limitations or conditions that may be enacted by the State Legislature, including the State's budgetary process, which may effect the amount of bond proceeds received by the project sponsor now and in the future. Project sponsors may need to consider alternative funding sources if bond proceeds are not available. In the event the project cannot be completed as originally scoped, scheduled and estimated, or the project is terminated prior to completion, project sponsor shall, at its own expense, ensure that the project is in a safe and operable condition for the public. I understand this project will be monitored by the California Department of Transportation -- Division of Mass Transportation.

**Name:** Darren M. Kettle

**Signature:** [see signed cover letter]

**Title:** Executive Director

**Agency:** Vententura County Transportation Commission

**Date:** September 26, 2012

\*If this project includes funding from more than one project sponsor, the project sponsor above becomes the "recipient agency" and the additional contributing project sponsor(s) must also sign and state the amount and type of PTMISEA funds (GC Section 8879.55(a)(2) and/or Section 8879.55(a)(3)) contribution. Sign below or **attach a separate officially signed letter providing that information.**

**Name:**

**Signature:**

**Title:**

**Agency:**

**Date:**

**Amount:**

**PTMISEA PROJECT DESCRIPTION  
AND ALLOCATION REQUEST**

	7/8	8/9	9/10	10/11
Request Amount per GC 8879.55(a)(2)/PUC 99313:	\$0	\$0	\$774,000	\$0
Request Amount per GC 8879.55(a)(3)/PUC 99314:	\$0	\$0	\$0	\$0
<b>Total Project Allocation Request:</b>	\$0	\$0	\$774,000	\$0
<b>Project Title:</b>	Moorpark City Transit Vehicles (2 CNG buses)			
<b>Project Location/Address:</b>	City of Moorpark, 799 Moorpark Ave., Moorpark, CA 93021			

**Table 1: Project Lead/Recipient Agency Information**

Project Lead/ Recipient Agency: <u>VCTC</u>	<b>Legislative District Numbers</b>	
Contact: <u>Peter De Haan</u>	Assembly: _____	35
Contact Phone #: <u>805-642-1591 x 106</u>	Senate: _____	19
Email Address: <u>pdehaan@goventura.org</u>	Congressional: _____	24
Address: <u>950 County Square Drive # 207</u> <u>Ventura, CA 93003</u>	Amount: \$ _____	Fund Type: _____
	\$ <u>\$774,000</u>	GC8879.55(a)(2)/PUC99313
	\$ _____	_____

**Table 2: Contributing PTMISEA-Eligible Project Sponsor Information**

PTMISEA Contributors: _____	Amount: _____	Fund Type: _____
Contact: _____	\$ _____	_____
Contact Phone #: _____	\$ _____	_____
Email Address: _____		
Address: _____		
Other PTMISEA Contributors ( Attach sheet with contact info)	Amount: _____	Fund Type: _____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
<b>TOTAL</b>	<b>\$774,000</b>	_____

(\*Contributing project sponsors attach signed letters of verification as to amount and eligibility or sign cover page)

**Table 3: Project Category**

Check **only 1** box that best fits the description of the project being funded.

- |  |  |
|--|--|
| <input type="checkbox"/> Rehabilitation, Safety or Modernization Improvement | <input type="checkbox"/> Bus Rapid Transit                     |
| <input type="checkbox"/> Capital Service Enhancement or Expansion            | <input checked="" type="checkbox"/> Rolling Stock Procurement: |
| <input type="checkbox"/> New Capital Project                                 | <input type="checkbox"/> Expansion                             |
|  | <input type="checkbox"/> Rehabilitation                        |
|  | <input checked="" type="checkbox"/> Replacement                |

**Table 4: Project Summary**

a) Describe the project (or minimum operable segment) for which you are applying for funds. Attach additional sheets if necessary. If the application is for the purchase of vehicles or rolling stock, please include information on number of vehicles, size, passenger count, accessibility, and fuel type:

Write here: The proposed project is for the replacement of two Moorpark City Transit buses. The two new buses will be 32-foot buses and will have the carrying capacity of 27 passengers per bus. The buses will also come equipped with the ability to seat three wheelchair positions. The buses will be compressed natural gas and have a 12-year life cycle. The two CNG buses will replace two 28-foot diesel buses that seat 25 passengers.

From Table 5(b) below.

Projected ridership increase is calculated based on passenger carrying capacity of 27 passenger CNG compared to current 25 passenger carrying capacity. Operation/maintenance expenditures is based on past reduction of contractor service rates from diesel to CNG. Due to new contractor and payment system, actual savings won't be known until buses are put into service. Projected pollution reduction is based on review of general literature detailing pollution related to diesel and CNG vehicles. Actual pollution reduction varies depending on specific vehicle, grade of fuel, and pollutant of concern. System reliability is based on projected reduction of vehicle breakdown reports given the newer technology.

b) Useful Life of the Project: 12 years

**Table 5: Description of Major Benefits/Outcomes**

a) Please check appropriate Benefit/Outcome:

- Increase Ridership by 8 %
- Reduce Operating/Maintenance Cost by 16 %
- Reduce Emissions by 20 %
- Increase System Reliability by 10 %

b) Please summarize and describe any other benefits:

Please see details provided above under Table 4.

**Table 6: Project Schedule**

	Date
Begin Project Approval & Environmental Document Phase	
CEQA/ Environmental Compliance	
End Project Approval & Environmental Document Phase	
Begin Plans, Specifications & Estimates Phase	
End Plans, Specifications & Estimates Phase	
Begin Right of Way Phase	
End Right of Way Phase	
Begin Construction Phase ( <b>Contract Award</b> )	
End Construction Phase ( <b>Contract Acceptance</b> )	
Begin Vehicle/Equipment Order ( <b>Contract Award</b> )	Jul-13
End Vehicle/Equipment Order ( <b>Contract Acceptance</b> )	Jul-14
Begin Closeout Phase	
End Closeout Phase	

**Table 7: Tax Compliance Information**

Is it reasonably anticipated that any money will be derived at any point in the future as a result of the project that will be paid to the State?

<input type="checkbox"/>
<input checked="" type="checkbox"/>

YES

NO

If yes, please describe the source of the money and provide an estimate of the amount:

Estimate:

\$ \_\_\_\_\_

**Public Transportation Modernization, Improvement, and Service Enhancement Account  
Total Project Cost and Funding Plan**

Shaded fields are automatically calculated. Please do not fill these fields.

Proposed Total Project Cost								Project Total
Component	07/08	08/09	09/10	10/11	11/12	12/13	13/14	
PA&ED	0	0	0	0	0	0	0	0
PS&E	0	0	0	0	0	0	0	0
R/W	0	0	0	0	0	0	0	0
CON	0	0	0	0	0	0	0	0
Vehicle/Equip Purchase	0	90,000	0	0	0	774,000	0	864,000
Other	0	0	0	0	0	0	0	0
<b>TOTAL</b>	<b>0</b>	<b>90,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>774,000</b>	<b>0</b>	<b>864,000</b>

Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA)								
Component	07/08	08/09	09/10	10/11	11/12	12/13	13/14	Total
PA&ED								0
PS&E								0
R/W								0
CON								0
Veh/Equip Purchase						774,000		774,000
Other								0
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>774,000</b>	<b>0</b>	<b>774,000</b>

Funding Source: PTMISEA INTEREST								
Component	07/08	08/09	09/10	10/11	11/12	12/13	13/14	Total
PA&ED								0
PS&E								0
R/W								0
CON								0
Veh/Equip Purchase								0
Other								0
<b>TOTAL</b>	<b>0</b>							

Funding Source: Federal Transit Administration 5307 Funds								
Component	07/08	08/09	09/10	10/11	11/12	12/13	13/14	Total
PA&ED								0
PS&E								0
R/W								0
CON								0
Veh/Equip Purchase		90,000						90,000
Other								0
<b>TOTAL</b>	<b>0</b>	<b>90,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>90,000</b>

Funding Source:								
Component	07/08	08/09	09/10	10/11	11/12	12/13	13/14	Total
PA&ED								0
PS&E								0
R/W								0
CON								0
Veh/Equip Purchase								0
Other								0
<b>TOTAL</b>	<b>0</b>							

Funding Source:								
Component	07/08	08/09	09/10	10/11	11/12	12/13	13/14	Total
PA&ED								0
PS&E								0
R/W								0
CON								0
Veh/Equip Purchase								0
Other								0
<b>TOTAL</b>	<b>0</b>							

**Public Transportation Modernization, Improvement, and Service Enhancement Program (PTMISEA)  
Projected Cash Flow Schedule**

Project Title: Project Moorpark City Transit Vehicles (2 CNG Buses)  
 Sponsor Agency: Agency Ventura County Transportation Commission  
 Sponsor Contact: Contact Peter De Haan

PTMISEA : Cash Flow Projections									
PTMISEA Funded Phase	Start Date	Prior	Jul 2012 - Dec 2012	Jan 2013 - Jun 2013	Jul 2013 - Dec 2013	Jan 2014 - Jun 2014	Jul 2014 - Dec 2014	Total this request	Future requests
PS&E								\$0	
Right of Way								\$0	
Construction - Scope of work task #1								\$0	
Construction - Scope of work task #2								\$0	
Construction - Scope of work task #3								\$0	
Construction - Scope of work task #4								\$0	
Vehicle / Equipment Order					\$10,000	\$764,000		\$774,000	
<b>PTMISEA Cash Flow Projections</b>									
			Jul 2012 - Dec 2012	Jan 2013 - Jun 2013	Jul 2013 - Dec 2013	Jan 2014 - Jun 2014	Jul 2014 - Dec 2014	Total	
<b>Totals:</b>			\$0	\$0	\$10,000	\$764,000	\$0	\$774,000	

**Exhibit 2  
Public Transportation Modernization, Improvement and  
Service Enhancement Program (PTMISEA)  
PROJECT DESCRIPTION AND ALLOCATION REQUEST**

Project Lead*: Ventura County Transportation Commission	Regional Entity: VCTC
	County: Ventura
Expansion of the Metrolink North Parking Lot & Slurry Seal of Existing Metrolink North Lot	

I certify the scope, cost, schedule, and benefits as identified in the attached Project Description and Allocation Request (Request) and attachments are true and accurate and demonstrate a fully funded operable project. I understand the Request is subject to any additional restrictions, limitations or conditions that may be enacted by the State Legislature, including the State's budgetary process, which may effect the amount of bond proceeds received by the project sponsor now and in the future. Project sponsors may need to consider alternative funding sources if bond proceeds are not available. In the event the project cannot be completed as originally scoped, scheduled and estimated, or the project is terminated prior to completion, project sponsor shall, at its own expense, ensure that the project is in a safe and operable condition for the public. I understand this project will be monitored by the California Department of Transportation -- Division of Mass Transportation.

Name: Darren M. Kettle

Signature: [see signed cover letter]

Title: Executive Director

Agency: Ventura County Transportation Commission

Date: September 26, 2012

\*If this project includes funding from more than one project sponsor, the project sponsor above becomes the "recipient agency" and the additional contributing project sponsor(s) must also sign and state the amount and type of PTMISEA funds (GC Section 8879.55(a)(2) and/or Section 8879.55(a)(3)) contribution. Sign below or **attach a separate officially signed letter providing that information.**

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

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Agency: \_\_\_\_\_

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

Amount: \_\_\_\_\_

**PTMISEA PROJECT DESCRIPTION  
AND ALLOCATION REQUEST**

	7/8	8/9	9/10	10/11
Request Amount per GC 8879.55(a)(2)/PUC 99313:	\$0	\$0	\$317,000	\$0
Request Amount per GC 8879.55(a)(3)/PUC 99314:	\$0	\$0	\$0	\$0
<b>Total Project Allocation Request:</b>	<b>\$0</b>	<b>\$0</b>	<b>\$317,000</b>	<b>\$0</b>
<b>Project Title:</b>	<b>Expansion of the Metrolink North Parking Lot &amp;... (see above)</b>			
<b>Project Location/Address:</b>	<b>City of Moorpark, 799 Moorpark Ave., Moorpark, CA 93021</b>			

Table 1: Project Lead/Recipient Agency Information			
Project Lead/Recipient Agency:	VCTC	Legislative District Numbers	
Contact:	Peter De Haan	Assembly:	35
Contact Phone #:	805-642-1591 x 106	Senate:	19
Email Address:	pdehaan@qoventura.org	Congressional:	24
Address:	950 County Square Drive # 207 Ventura, CA 93003	Amount:	Fund Type:
		\$ 317,000	GC8879.55(a)(2)/PUC99313
		\$ _____	_____

Table 2: Contributing PTMISEA-Eligible Project Sponsor Information		
PTMISEA Contributors:	Amount :	Fund Type:
Contact:	\$ _____	_____
Contact Phone #:	\$ _____	_____
Email Address:		
Address:		
Other PTMISEA Contributors ( Attach sheet with contact info)	Amount:	Fund Type:
	\$ _____	_____
	\$ _____	_____
	\$ _____	_____
<b>TOTAL</b>	<b>\$317,000</b>	_____

(\*Contributing project sponsors attach signed letters of verification as to amount and eligibility or sign cover page)

Table 3: Project Category	
Check only 1 box that best fits the description of the project being funded.	
<input type="checkbox"/> Rehabilitation, Safety or Modernization Improvement	<input type="checkbox"/> Bus Rapid Transit
<input type="checkbox"/> Capital Service Enhancement or Expansion	<input type="checkbox"/> Rolling Stock Procurement:
<input checked="" type="checkbox"/> New Capital Project	___ Expansion
	___ Rehabilitation
	___ Replacement

**Table 4: Project Summary**

a) Describe the project (or minimum operable segment) for which you are applying for funds. Attach additional sheets if necessary. If the application is for the purchase of vehicles or rolling stock, please include information on number of vehicles, size, passenger count, accessibility, and fuel type:

Write here: The proposed project is for expansion of the Metrolink North Parking Lot located at 310 E. High Street. The City plans to convert a vacant lot west of the North Parking Lot into a formal parking lot, adding an estimated 55 parking stalls. The vacant lot is approximately 280 feet long and 120 feet wide. The City is also proposing to slurry seal the existing North Parking Lot to improve its appearance. Current ridership statistics show that between 12% to 15% of all boardings on the Metrolink Ventura County Line come from the Moorpark Station.

The new parking lot will be required to retain 95% of stormwater run-off per new development requirements. The new parking lot will also include security cameras, lighting, and a new driveway connecting the parking lot to High Street. A new walkway will be installed to provide commuters with a safe route from their vehicles to the Metrolink Train Station. An additional walkway connecting the current VISTA and Moorpark City Transit bus stop located on High Street to the Metrolink Station will be included.

b) Useful Life of the Project: 15 years

**Table 5: Description of Major Benefits/Outcomes**

a) Please check appropriate Benefit/Outcome:

- Increase Ridership by 20 %
- Reduce Operating/Maintenance Cost by    %
- Reduce Emissions by 20 %
- Increase System Reliability by 10 %

b) Please summarize and describe any other benefits:

Ridership increase is based on the addition of 55 new parking stalls (increasing total capacity from 272 to 327 parking stalls. Emissions and system reliability are estimates based upon decrease in potential vehicles on the road and reliability of available parking stalls for potential commuters.

**Table 6: Project Schedule**

	Date
Begin Project Approval & Environmental Document Phase	Jul-13
CEQA/ Environmental Compliance	Sep-13
End Project Approval & Environmental Document Phase	Nov-13
Begin Plans, Specifications & Estimates Phase	Nov-13
End Plans, Specifications & Estimates Phase	Jan-14
Begin Right of Way Phase	n/a
End Right of Way Phase	n/a
Begin Construction Phase ( <b>Contract Award</b> )	Mar-14
End Construction Phase ( <b>Contract Acceptance</b> )	May-14
Begin Vehicle/Equipment Order ( <b>Contract Award</b> )	n/a
End Vehicle/Equipment Order ( <b>Contract Acceptance</b> )	n/a
Begin Closeout Phase	Jun-14
End Closeout Phase	Jul-14

**Table 7: Tax Compliance Information**

Is it reasonably anticipated that any money will be derived at any point in the future as a result of the project that will be paid to the State?

<input type="checkbox"/>
<input checked="" type="checkbox"/>

YES

NO

If yes, please describe the source of the money and provide an estimate of the amount:

Estimate: \$ \_\_\_\_\_

**Public Transportation Modernization, Improvement, and Service Enhancement Account  
Total Project Cost and Funding Plan**

Shaded fields are automatically calculated. Please do not fill these fields.

Proposed Total Project Cost								Project Total
Component	07/08	08/09	09/10	10/11	11/12	12/13	13/14	
PA&ED	0	0	0	0	0	0	0	0
PS&E	0	0	33,000	0	0	0	0	33,000
R/W	0	0	0	0	0	0	0	0
CON	0	0	284,000	0	0	0	0	284,000
Vehicle/Equip Purch	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>317,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>317,000</b>

Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA)								Total
Component	07/08	08/09	09/10	10/11	11/12	12/13	13/14	
PA&ED								0
PS&E			33,000					33,000
R/W								0
CON			284,000					284,000
Veh/Equip Purchase								0
Other								0
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>317,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>317,000</b>

Funding Source: PTMISEA INTEREST								Total
Component	07/08	08/09	09/10	10/11	11/12	12/13	13/14	
PA&ED								0
PS&E								0
R/W								0
CON								0
Veh/Equip Purchase								0
Other								0
<b>TOTAL</b>	<b>0</b>							

Funding Source: Federal Transit Administration 5307 Funds								Total
Component	07/08	08/09	09/10	10/11	11/12	12/13	13/14	
PA&ED								0
PS&E								0
R/W								0
CON								0
Veh/Equip Purchase								0
Other								0
<b>TOTAL</b>	<b>0</b>							

Funding Source:								Total
Component	07/08	08/09	09/10	10/11	11/12	12/13	13/14	
PA&ED								0
PS&E								0
R/W								0
CON								0
Veh/Equip Purchase								0
Other								0
<b>TOTAL</b>	<b>0</b>							

Funding Source:								Total
Component	07/08	08/09	09/10	10/11	11/12	12/13	13/14	
PA&ED								0
PS&E								0
R/W								0
CON								0
Veh/Equip Purchase								0
Other								0
<b>TOTAL</b>	<b>0</b>							

**Public Transportation Modernization, Improvement, and Service Enhancement Program (PTMISEA)  
Projected Cash Flow Schedule**

Project Title: Project  
Sponsor Agency: Agency  
Sponsor Contact: Contact

Expansion of the Metrolink North Parking Lot & Slurry Seal of Existing Metrolink North Lot  
Ventura County Transportation Commission  
Peter De Haan

PTMISEA : Cash Flow Projections									
PTMISEA Funded Phase	Start Date	Prior	Jul 2012 - Dec 2012	Jan 2013 - Jun 2013	Jul 2013 - Dec 2013	Jan 2014 - Jun 2014	Jul 2014 - Dec 2014	Total this request	Future requests
PS&E	11/1/2013				\$33,000			\$33,000	
Right of Way								\$0	
Construction - Scope of work task #1	3/1/2014					\$45,320		\$45,320	
Construction - Scope of work task #2	3/15/2014					\$76,059		\$76,059	
Construction - Scope of work task #3	4/1/2014					\$144,248		\$144,248	
Construction - Scope of work task #4	4/15/2014					\$18,373		\$18,373	
Vehicle / Equipment Order								\$0	
<b>PTMISEA Cash Flow Projections</b>									
			Jul 2012 - Dec 2012	Jan 2013 - Jun 2013	Jul 2013 - Dec 2013	Jan 2014 - Jun 2014	Jul 2014 - Dec 2014	Total	
<b>Totals:</b>			\$0	\$0	\$33,000	\$284,000	\$0	\$317,000	

RESOLUTION NO. 2013 - \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOORPARK, CALIFORNIA, AMENDING THE FISCAL YEAR 2013/14 REVENUE BUDGET TO INCREASE PROP 1B LOCAL STREETS AND ROADS FUND (2611) IN THE AMOUNT OF \$1,091,000.00

WHEREAS, on June 19, 2013, the City Council adopted the budget for Fiscal Year 2013/14; and

WHEREAS, on June 6, 2013, the Ventura County Transportation Commission informed the City that Caltrans had awarded \$1,091,000.00 in Fiscal Year 2012/13 Proposition 1B Public Transportation Modernization, Improvement and Service Enhancement Account (PTMISEA); and

WHEREAS, a staff report has been presented to the City Council detailing the FY 2013/14 PTMISEA Allocation and its effects on Prop 1B Local Streets and Roads; and

WHEREAS, \$317,000.00 of the PTMISEA grant has been awarded for improvements to the Metrolink North Parking Lot and \$774,000.00 of the PTMISEA grant has been awarded for the purchase of two (2) compressed natural gas public transit buses; and

WHEREAS, Exhibit "A" hereof describes said budget amendment to Fund 2611 and its resultant impacts to the revenue budget line item.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MOORPARK DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. A budget revenue amendment increasing Prop 1B Local Streets and Roads Fund (2611) by \$1,091,000.00 is hereby approved.

SECTION 2. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED AND ADOPTED this 17<sup>th</sup> day of July, 2013.

\_\_\_\_\_  
Janice S. Parvin, Mayor

ATTEST:

\_\_\_\_\_  
Maureen Benson, City Clerk

Attachment: Exhibit "A" - Budget Amendment for Local Streets and Roads Fund

**EXHIBIT A**

**BUDGET AMENDMENT FOR  
PROP 1B LOCAL STREETS AND ROADS FUND (2611)  
FOR FY 2012/13 PTMISEA GRANT AWARD OF \$1,091,000.00  
FY 2013/14**

**FUND BALANCE ALLOCATION:**

<b>Fund Title</b>	<b>Fund-Account Number</b>	<b>Amount</b>
Prop 1B Local Streets and Roads	2611-5500	\$ (1,091,000.00)
Total		\$ (1,091,000.00)

**REVENUE BUDGET ALLOCATION:**

<b>Account Number</b>	<b>Current Budget</b>	<b>Revision</b>	<b>Amended Budget</b>
2611-8510-8020-3582	\$ -	\$ 1,091,000.00	\$ 1,091,000.00
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
Total	\$ -	\$ 1,091,000.00	\$ 1,091,000.00

Finance Approval: 