

CITY OF YUBA CITY
STAFF REPORT

Date: February 5, 2019
To: Honorable Mayor & Members of the City Council
From: Public Works Department
Presentation by: Benjamin Moody, Deputy Public Works Director – Engineering

Summary

Subject: Feather River Air Quality Management District (FRAQMD) Agreement No. VF 18-05 (Blue Sky Grant) for the School Crossing Improvement Project

Recommendation: Adopt a Resolution authorizing the Public Works Director to execute FRAQMD Agreement No. VF 18-05 to accept \$80,000 in Blue Sky Grant funds for the School Crossing Improvement Project.

Fiscal Impact: \$80,000 in FRAQMD Blue Sky Grant Funds

Purpose:

To enhance student, faculty, and parent safety through pedestrian crossing improvements near Yuba City schools.

Background:

Under the Blue Sky Program, FRAQMD annually solicits proposals for projects that will:

1. Reduce air pollution emission from motor vehicles;
2. Implement transportation control measures; or
3. Establish public education programs that support and do not duplicate any of the District's efforts.

The selected projects are funded through motor vehicle registration fees collected by FRAQMD.

The City has previously received grant funding from the Blue Sky Program and has been very successful in meeting the goals of the program. These grants have helped the City to implement elements of the Bicycle Master Plan and improve safety for our residents.

The subject project will install rectangular rapid flashing beacons at eight midblock crosswalk locations near Tierra Buena Elementary School, April Lane Elementary School, Yuba City High School, Andros Karperos School, St. Isidore Catholic School, Park Avenue Elementary School, and King Avenue Elementary School.

Analysis:

In August 2018, FRAQMD issued a Request for Proposals for fiscal year 18/19. Staff prepared the following project proposal:

- School Crossing Improvement Project: Install rectangular rapid flashing beacons at 8 midblock crosswalk locations near schools.

Staff submitted the application and requested up to \$80,000 in grant funding.

FRAQMD received project proposals from various bi-county agencies. In October 2018, a review of all proposals was conducted. The City of Yuba City was chosen to be awarded with our full grant request amount of \$80,000 for the project, based on available funds. FRAQMD funding is available per the agreement until December 31, 2019.

Final project scope will be provided to City Council at time of the approval of the plans, specifications, and estimates. Staff aims to begin construction of the project in late summer or early fall 2019.

Fiscal Impact:

With the execution of the Agreement, the City will be reimbursed \$80,000 in Blue Sky Program funds from FRAQMD after completion of the School Crossing Improvement Project, for a project total cost of \$96,000. The remaining \$16,000 is the required local project match and will be funded through available Road Funds. A detailed cost estimate for the project will be available after the design phase is complete and final scope is determined.

Alternatives:

Do not accept the grant; the project would be canceled and no crosswalk improvements would be made at this time.

Recommendation:

Adopt a resolution authorizing the Public Works Director to execute FRAQMD Agreement No. VF 18-05 to accept \$80,000 in Blue Sky Grant funds for the School Crossing Improvement Project.

Attachments:

1. Resolution
2. Project Map
3. Agreement

Prepared by:

/s/ Joshua Wolffe

Joshua Wolffe
Assistant Civil Engineer

Submitted by:

/s/ Steven C. Kroeger

Steven C. Kroeger
City Manager

Reviewed by:

Department Head

DL

Finance

RB

City Attorney

SLC by email

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AUTHORIZING EXECUTION OF FRAQMD AGREEMENT NO. VF18-05 WITH
THE FEATHER RIVER AIR QUALITY MANAGEMENT DISTRICT FOR THE
SCHOOL CROSSING IMPROVEMENT PROJECT**

BE IT RESOLVED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF YUBA CITY AS FOLLOWS:

That the Public Works Director is hereby authorized and directed to execute on behalf of the City of Yuba City FRAQMD Agreement No. VF18-05 between the City of Yuba City and the Feather River Air Quality Management District for the School Crossing Improvement Project; and,

That a copy of said Agreement is on file for reference.

The foregoing resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Yuba City at a regular meeting thereof held on the 5th day of February 2019.

AYES:

NOES:

ABSENT:

Shon Harris, Mayor

ATTEST:

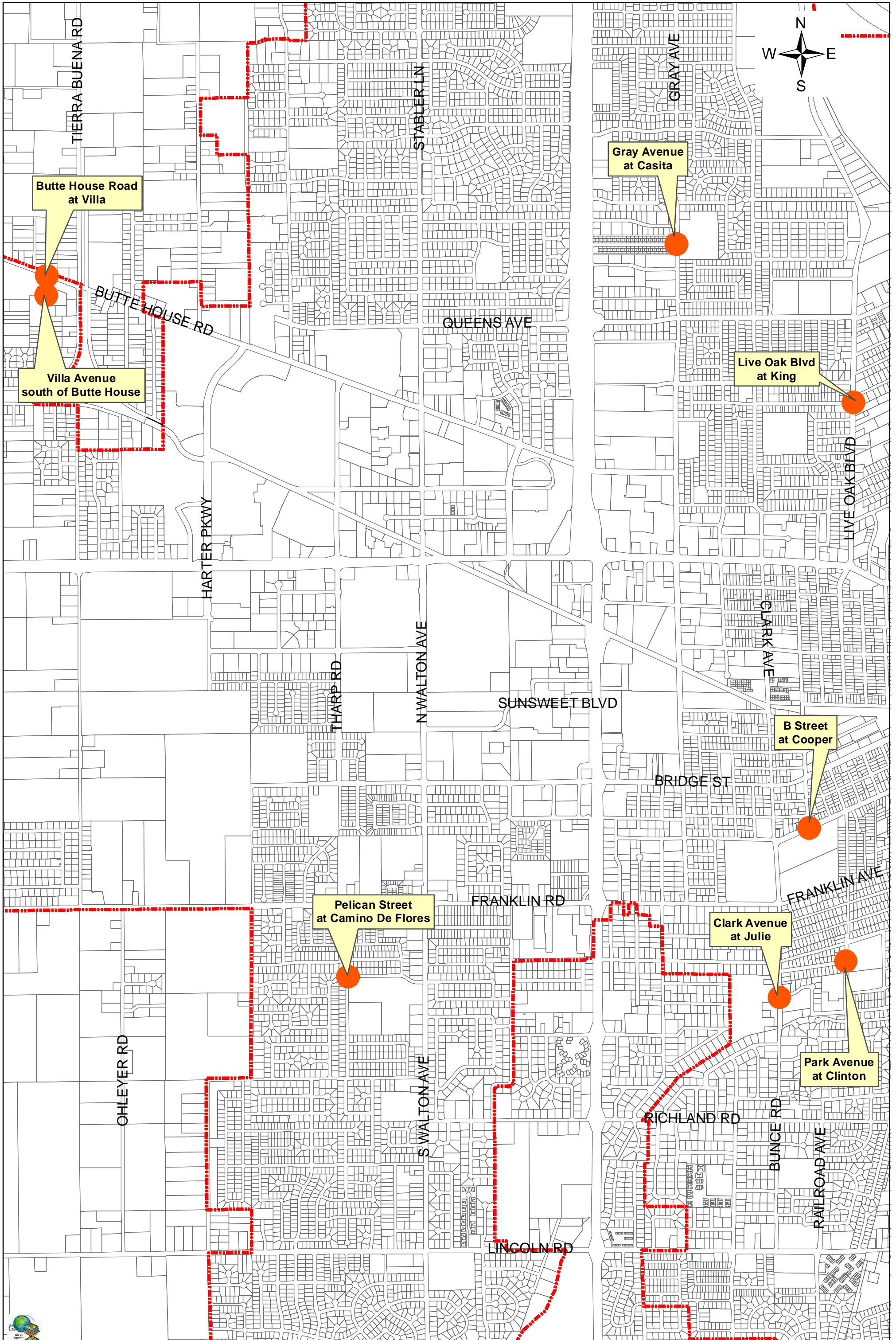
Patricia Buckland, City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

SHANNON CHAFFIN, City Attorney
Aleshire & Wynder, LLP

ATTACHMENT 2

SCHOOL CROSSING IMPROVEMENT PROJECT



ATTACHMENT 3

**AGREEMENT FOR USE OF MOTOR-VEHICLE
REGISTRATION SURCHARGE FEES**

FRAQMD Agreement No. VF18-05

This Agreement, dated December 3, 2018, is between the City of Yuba City ("Participant"), a political subdivision of the State of California, and the Feather River Air Quality Management District ("FRAQMD"), a body corporate and politic and a public agency of the State of California.

RECITALS

- A. Participant proposes the School Crossing Improvement Project, which will install rectangular rapid flashing beacons at 8 mid-block crosswalk locations near schools.
- B. As part of its effort to reduce local air pollution from motor vehicles, FRAQMD is willing to fund a portion of this work from revenues it may receive under Chapter 7 of Part 5 of Division 26 (commencing with section 44220) of the Health and Safety Code, subject to the terms and conditions herein.

TERMS AND CONDITIONS

1. FRAQMD shall pay to Participant a total amount not to exceed \$80,000.00, within thirty days of receiving Participant's written invoice for the work described in section 2. Payment shall be made exclusively from revenues as specified in section B above, and is conditioned upon such revenues being available. Participant may submit partial invoices as work is completed throughout the term of the Agreement.
2. Participant shall use the funds paid under section 1 solely for the School Crossing Improvement Project, as further described in Exhibit A, which is attached to this agreement and made part of it.
3. Participant shall include mention of FRAQMD's Blue Sky Program as a funding source for the School Crossing Improvement Project in all press releases, advertisements and other public outreach for the School Crossing Improvement Project. Participant shall provide FRAQMD notification of all such outreach prior to publication.
4. Participant shall submit a final "Project Evaluation" report that details the results of the School Crossing Improvement Project objectives as further described in said Exhibit A, **with the final invoice**, within 90 days of project completion, but no later than March 31, 2020.
5. Participant acknowledges that in order to comply with Chapter 7 of Part 5 of Division 26 (commencing with Section 44220) of the Health and Safety Code the funds paid under section 1 must be used solely to reduce air pollution from motor vehicles, and for related planning, monitoring, enforcement, and technical studies necessary to implement the California Clean Air Act of 1988. Participant agrees to use all funds paid hereunder for such purposes.
6. Participant shall complete the work described in paragraph 2 by **December 31, 2019**. If all

If written, correspondence shall be sent either by personal delivery (including overnight delivery service) or by U. S. Mail, postage prepaid, and shall be considered delivered when actually received.

12. For a period of three years after final payment to Participant, this agreement shall be subject to the examination and audit of the State Auditor or independent auditor selected by FRAQMD, whether at FRAQMD's request or as part of any audit of FRAQMD, and Participant shall retain copies of all documents and records pertinent to this agreement for such period.

13. This agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply in interpreting this Agreement.

14. This agreement shall be interpreted and applied in accordance with California law. If any conflict arises between sections 1 through 13 and Exhibit A, then sections 1 through 13 shall govern. Any litigation concerning it shall be brought in the Superior Court of Sutter County. The prevailing party in any such litigation shall be entitled to recover reasonable attorneys' fees in addition to any other relief to which it may be entitled.

15. This agreement sets forth the parties' entire understanding regarding the matters set forth in sections 1 through 14. It supersedes all prior agreements and representations, written and oral, and may be modified only by a written agreement signed by Participant and FRAQMD.

APPROVED FOR LEGAL FORM

FEATHER RIVER AIR QUALITY
MANAGEMENT DISTRICT

By: _____
District Counsel

By: _____
Christopher D. Brown, AICP, APCO

CITY OF YUBA CITY

By: _____
Benjamin Moody, Deputy Director, Public Works