

CITY OF YUBA CITY
STAFF REPORT

Date: February 20, 2018
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 17-04 – Acceptance of Blue Sky Grant for \$86,900 for the Sanborn Road Improvement Project.

Recommendation: Adopt a resolution authorizing the Public Works Director to execute FRAQMD Agreement No. VF 17-04 to accept \$86,900 in Blue Sky Grant funds for the Sanborn Road Improvement Project.

Fiscal Impact: \$86,900 in FRAQMD Blue Sky Grant Funds

Purpose:

To provide pedestrian/bicycle and drainage improvements along portions of Sanborn Road.

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 towards implementation of the Bicycle Master Plan.

The City submitted a successful grant application to FRAQMD that resulted in an agreement for \$86,900 in funds for the improvements project. The subject project will provide a widened shoulder, bicycle, and drainage facilities along Sanborn Road. Staff is working in collaboration with Sutter County on the proposed project in order to improve both City and County right-of-way within the project area.

Analysis:

In August 2017, FRAQMD issued a Request for Proposals for FY 17/18, in which \$250,000 was available for allocation to projects. After review of the Bicycle Master Plan, staff prepared the following project proposal:

- Sanborn Road Improvement Project: Widen Sanborn Road's roadway into the existing unimproved shoulder and install drainage improvements on the east side of the roadway to accommodate bicycle and pedestrian travel, and mitigate existing severe drainage issues.

Staff submitted the application and requested up to \$100,000 in grant funding.

FRAQMD received several project proposals from various bi-county agencies. In October 2017, a review of all proposals was conducted. The City of Yuba City was chosen to be awarded a total of \$86,900 for the project, based on available funds. FRAQMD funding is available per the agreement until December 31, 2019.

Staff plans to combine these FRAQMD funds with \$200,000 in programmed CIP funding and coordinate with Sutter County to leverage available funding, to allow for potential road improvements in both the City and County road right-of-way. Final project scope will be provided to City Council at time of the approval of the plans, specifications, and estimates. Staff plans to begin construction of the project in late summer or fall 2018.

Fiscal Impact:

With the execution of the Agreement, the City will be reimbursed \$86,900 in Blue Sky Program funds from FRAQMD after completion of the project to CIP Account No. 1240 (Sanborn Road Improvements), for an account total of \$286,900. Estimated costs for the project will not be available until after the design phase is complete and scope determined in conjunction with the County.

Alternatives:

Do not accept the grant; the City would need to assume the costs of the project that would otherwise have been reimbursed by the grant funds if the project proceeds.

Recommendation:

Adopt a resolution authorizing the Public Works Director to execute FRAQMD Agreement No. VF 17-04 to accept \$86,900 in Blue Sky Grant funds for the Sanborn Road Improvement Project.

Attachments:

1. Resolution
2. Project Map
3. Agreement

Prepared by:

/s/ Josh Wolfe

Josh Wolffe
Assistant Civil Engineer

Submitted by:

/s/ Steven C. Kroeger

Steven C. Kroeger
City Manager

Reviewed by:

Department Head

DL

Finance

RB

City Attorney

TH by email

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AUTHORIZING EXECUTION OF FRAQMD AGREEMENT NO. VF17-04
WITH THE FEATHER RIVER AIR QUALITY MANAGEMENT DISTRICT
FOR THE BICYCLE SAFETY CAMPAIGN.**

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. VF17-04 between the City of Yuba City and the Feather River Air Quality Management District for the Bicycle Safety Campaign.

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 20th day of February 2018.

AYES:

NOES:

ABSENT:

Preet Didbal, Mayor

ATTEST:



Patricia Buckland, City Clerk

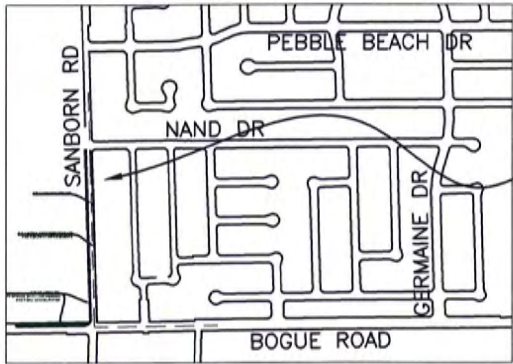
ATTACHMENT 2



SCALE: 1" = 200'

SANBORN ROAD IMPROVEMENTS

-  - CITY PORTION
-  - COUNTY PORTION



SUBJECT AREA



ATTACHMENT 3

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

FRAQMD Agreement No. VF17-04

This Agreement, dated December 4, 2017, 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 Sanborn Road Improvement Project – Phase I, which shall install bicycle lanes and drainage facilities on Sanborn Road from Bogue Road to Nand Drive through the widening of the existing roadway.
- 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 \$86,900.00, 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 Sanborn Road Improvement Project – Phase I, 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 Sanborn Road Improvement Project – Phase I in all press releases, advertisements and other public outreach for the Sanborn Road Improvement Project – Phase I. 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 Sanborn Road Improvement Project – Phase I 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.

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: _____
Diana Langley, Public Works Director