

CITY OF YUBA CITY
STAFF REPORT

Date: March 16, 2021
To: Honorable Mayor & Members of the City Council
From: Public Works Department
Presentation by: Diana Langley, Public Works Director

Summary

Subject: Feather River Air Quality Management District (FRAQMD) Agreement No. VF 20-04 (Blue Sky Grant) for the 2021 School Crossing Improvements Project

Recommendation:

- A. Adopt a Resolution authorizing the City Manager to execute Feather River Air Quality Management District (FRAQMD) Agreement No. VF 20-04 to accept \$45,000 in Blue Sky Grant funds for the 2021 School Crossing Improvement Project.
- B. Authorize the Finance Director to make supplemental appropriations as necessary to facilitate the acceptance of the \$45,000 in Blue Sky Grant funds.

Fiscal Impact: \$110,000 – Engineer’s Estimate
 \$50,000 – Account No. 1051 (Road Rehabilitation)
 \$60,000 – Account No. 1220 (ADA Public Facilities Sidewalk Improvements)

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, Safe Routes to School Plan, and improve safety for our residents.

In September 2020, FRAQMD issued a Request for Proposals for fiscal year 20/21. Staff prepared the 2021 School Crossing Improvements Project proposal, requesting \$90,000 in Blue Sky Grant Funds. Since the program was over-subscribed, the City was awarded only \$45,000.

Analysis:

In preparation for the grant application, Staff reviewed the City's Safe Routes to School Plan, and Bicycle Master Plan to determine the scope for a high priority project within a \$110,000 budget in anticipation of receiving \$90,000 in grant funding. The resulting project proposal was as follows:

2021 School Crossing improvements Project

- Clark Avenue and Morton Street
 - Install two solar-powered rectangular rapid flashing beacons
 - Upgrade all intersection curb ramps to ADA-compliance
 - Install striping and signage improvements adjacent to intersection
- Park Avenue and Clinton Street
 - Upgrade south-west and east curb ramps to ADA-compliance
 - Install striping and signage improvements adjacent to intersection

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 2021.

Fiscal Impact:

The total project cost is estimated to be \$110,000. \$60,000 will be funded through Account No. 921051 (Road Rehabilitation), and \$50,000 will be funded through Account No. 961220 (ADA Public Facilities Sidewalk Improvements). With the execution of the Agreement, the City will be reimbursed \$45,000 in Blue Sky Program funds from FRAQMD after completion of the 2021 School Crossing Improvement Project. Funds will be reimbursed to Account No. 921051. (Road Rehabilitation). Detailed fiscal impacts will be presented to Council at the time of award based on the actual bid amounts.

Alternatives:

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

Recommendation:

- A. Adopt a Resolution authorizing the City Manager to execute Feather River Air Quality Management District (FRAQMD) Agreement No. VF 20-04 to accept \$45,000 in Blue Sky Grant funds for the 2021 School Crossing Improvement Project.

- B. Authorize the Finance Director to make supplemental appropriations as necessary to facilitate the acceptance of the \$45,000 in Blue Sky Grant funds.

Attachments:

1. Resolution
 - a. FRAQMD Agreement No. VF 20-04
2. Project Map

Prepared by:

/s/ Josh Wolfe

Josh Wolfe
Assistant Engineer

Submitted by:

/s/ Dave Vaughn

Dave Vaughn
City Manager

Reviewed by:

Department Head

Finance

City Attorney

DL

SM

SLC by email

ATTACHMENT 1

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF YUBA CITY
AUTHORIZING THE CITY MANAGER TO EXECUTE FEATHER RIVER AIR QUALITY
MANAGEMENT DISTRICT (FRAQMD) AGREEMENT NO. VF20-04 TO ACCEPT \$45,000 IN
BLUE SKY GRANT FUNDS FOR THE 2021 SCHOOL CROSSING IMPROVEMENTS
PROJECT**

WHEREAS, the Feather River Air Quality Management District (FRAQMD), has allocated funding in the amount of \$45,000 for the 2021 School Crossing Improvements Project (Project) through FRAQMD Agreement No. VF20-04; and

WHEREAS, staff recommends authorizing the City Manager to execute FRAQMD Agreement No. VF20-04 for the Project; and

WHEREAS, it has been determined by the City Council that such provisions are in the public interest.

NOW, THEREFORE, be it resolved by the City Council of the City of Yuba City as follows:

Section 1. The City Council of Yuba City approves FRAQMD Agreement No. VF20-04 attached as Exhibit "A" with FRAQMD subject to its material terms. The City Manager is authorized to execute the same on behalf of the City and to make any non-material, technical, and clerical edits and corrections to the agreement subject to approval as to form by City Attorney.

Section 2. That a copy of said Agreement is on file for reference.

Section 3. This Resolution shall take effect immediately

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 16th day of March 2021.

AYES:

NOES:

ABSENT:

Marc Boomgaarden, Mayor

ATTEST:

Ciara Wakefield, Deputy City Clerk

APPROVED AS TO FORM
COUNSEL FOR YUBA CITY

Shannon L. Chaffin, City Attorney
Aleshire & Wynder, LLP

Exhibit(s):

A. FRAQMD Agreement No. VF20-04

EXHIBIT A

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

FRAQMD Agreement No. VF20-04

This Agreement, dated March 1, 2021, is between the City of Yuba City ("Participant"), a public agency 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 2021 School Crossing Improvements Project, which seeks to install ADA, pedestrian safety, and striping improvements along multiple school routes in Yuba City.
- 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 \$45,000.00, within thirty days of receiving Participant's written invoice for the work described in section 2, and the new equipment has been inspected and approved by FRAQMD staff. 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 2021 School Crossing Improvements 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 2021 School Crossing Improvements Project in all press releases, advertisements and other public outreach for the 2021 School Crossing Improvements 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 2021 School Crossing Improvements Project objectives as further described in said Exhibit A, **with the final invoice**, within 90 days of project completion, but no later than May 31, 2022.
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 **February 28, 2022**. If all or a portion of the work described in paragraph 2 is not complete, the funding allocated to the incomplete portion shall revert to back to the FRAQMD on July 1, 2022. Further, Participant shall refund to FRAQMD any funds paid hereunder which are not expended solely for the work described in paragraph 2, together with accrued interest, within 30 days of FRAQMD's written demand therefore.

7. If Participant requires an amendment to the agreement either to extend the grant beyond February 28, 2022, to complete the work described in paragraph 2, or for any other reason, then an extension request must be received by the FRAQMD no later than January 10, 2022.

8. Participant agrees to indemnify, defend (upon FRAQMD's written request), protect, and hold harmless FRAQMD and FRAQMD's officers, employees, and agents against all liabilities, claims, demands, damages, and costs (including reasonable attorneys' fees and litigation costs through final appeal) that arise in any way from acts or omissions by Participant or Participant's officers, employees, or agents while performing under this agreement. Participant's obligation under this section covers but is not limited to liabilities, claims, demands, damages, and costs arising from injury to, or death of, any person and from damage to, or destruction of, any property. Participant's obligation under this section will survive this agreement.

9. If Participant materially breaches this agreement, then FRAQMD may demand in writing that the breach be cured. If, within ten days after receiving such demand, Participant has failed to cure the breach to FRAQMD's reasonable satisfaction, then FRAQMD may give Participant written notice of termination. Upon such termination, Participant must submit to FRAQMD a final written report prepared in accordance with section 3 and must return to FRAQMD all funds paid under section 1 which have not been expended on the 2021 School Crossing Improvements Project. As used in this section, "material breach" includes but is not limited to Participant's use of funds paid under section 1 in a manner inconsistent with Chapter 7. FRAQMD's failure to insist on strict performance of this agreement, or to exercise any right or remedy upon breach of this agreement, shall not constitute a waiver of such performance, right, or remedy. No waiver is binding unless in writing, signed by FRAQMD.

10. Participant acknowledges that FRAQMD's sole responsibility concerning the 2021 School Crossing Improvements Project described in section 2 is to contribute a portion of the program costs. FRAQMD has no responsibility for, or control over, development, implementation, and promotion of the 2021 School Crossing Improvements Project.

11. All correspondence regarding this agreement, including invoices, payments, and notices, shall be directed to the following persons at the following addresses and phone numbers:

City of Yuba City:	Josh Wolffe, Assistant Engineer 1201 Civic Center Boulevard, Yuba City, CA. 95991 (530) 822-3288
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FRAQMD:	Christopher D. Brown, AICP, Air Pollution Control Officer 541 Washington Avenue, Yuba City, California 95991 (530) 634-7659
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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: _____
Dave Vaughn, City Manager

EXHIBIT A



Serving Sutter and Yuba Counties

541 Washington Avenue
Yuba City, CA 95991
(530) 634-7659
FAX (530) 634-7660
www.fraqmd.org

Christopher D. Brown, AICP
Air Pollution Control Officer

BLUE SKY PROGRAM PROPOSAL APPLICATION FORM AB 2766
Fiscal Year 2020/2021

PROJECT TITLE 2021 School Crossing Improvements Project
Agency/Company Name: City of Yuba City
Mailing Address: 1201 Civic Center Boulevard
Contact Person Name: Josh Wolffe Title: Assistant Engineer
Phone Number: (530) 822-3288 Fax Number: (530) 822-4694
Physical Address (if different from above):
N/A
E-Mail Address: jwolffe@yubacity.net

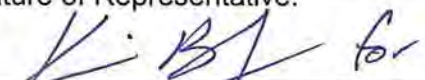
FUNDING REQUESTED

AB2766 Funding: \$ \$90,000 OR AB 923 Funding: \$ _____

PROJECT TYPE (check one)

- | | | |
|--|---|--|
| <input type="checkbox"/> Alternative Fuel Infrastructure | <input checked="" type="checkbox"/> Bicycle or Pedestrian | <input type="checkbox"/> Public Transit |
| <input type="checkbox"/> Public Education or Outreach | <input type="checkbox"/> Vanpool/Shuttle | <input type="checkbox"/> Clean Fuel Vehicle Purchase |
| <input type="checkbox"/> Public Transit Fare Reduction | <input type="checkbox"/> Employer Rideshare Incentive | <input type="checkbox"/> Other |

Authorized Representative who will sign the Grant Agreement:

Name: Diana Langley	Title: Interim City Manager
Signature of Representative: 	Date: 10/19/2020

Applicant Funding Disclosure:

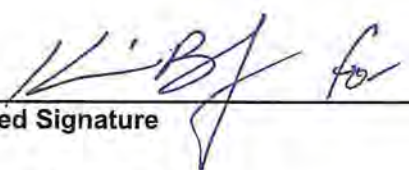
Has the engine or vehicle in this application been awarded funding or is being considered for funding from another public agency? If yes, please provide agency name, amount of funding, and status of application for funding:

N/A

Application Statement:

All information provided in this application will be used by the FRAQMD to evaluate the eligibility of your proposed project to receive grant funding. The FRAQMD reserves the right to request additional information and can deny the application if such requested information is not provided. An incomplete application is an application that is missing information critical to the evaluation of the project. If the applicant does not respond within 30 days, the application will be automatically terminated.

- I certify to the best of my knowledge that the information contained in this application is true and accurate.
- I certify that the existing vehicles/equipment/engines referred to in this application are operational.
- I understand that all technologies must either be verified or certified by CARB to reduce Oxides of Nitrogen and/or other criteria pollutants.
- I understand that there will be conditions upon receiving grant funding and agree to refund these funds if it is found that at any time the conditions/contract are not met, and if so directed by the District.
- I understand as a participant that programs have limited funds and shall terminate upon depletion of those funds. The FRAQMD shall be under no obligation to honor requests received following depletion of program funding. I acknowledge that in accepting any incentive funding, I will be prohibited from applying for any other form of emission reduction credits from the District.
- In the event that the project does not complete the minimum term of any agreement eventually reached from this application I agree to return to the FRAQMD a pro-rated portion of incentive received based on activity and/or usage up to and including the full amount of the original incentive provided as directed by the FRAQMD. I understand that the FRAQMD may relieve this obligation to return the funds depending on the circumstances.
- I understand I must be in compliance with all applicable federal, state, and local air quality rules and regulations.


Authorized Signature

Diana Langley

Authorized Representative's Name

10/19/2020

Date

Interim City Manager

Title

STATEMENT OF OBJECTIVES (fill out all sections that are applicable)

<p>Description of Proposal:</p> <p>Installation of ADA, pedestrian safety, and striping improvements along multiple school routes.</p>
<p>Explain the Need for this Project:</p> <p>The subject locations are frequently utilized by school children. The ADA-ramps are out of compliance, and safety features are necessary.</p>
<p>Estimated Emission Reductions/Vehicle Trip Reductions/Project Benefit:</p> <p>Emission Reductions: ROG = 8.53 lb/yr, NOx = 6.05 lb/yr, PM10 = 2.14 lb/yr. Estimated 6,083 auto trips reduced.</p>
<p>Estimated Number of People Served:</p> <p>16,748; approximately 1/4 of City population.</p>
<p>Regional Benefit of Proposal:</p> <p>Region will benefit from reduced emissions, coupled with health benefits from citizens using bikeway and foot travel networks.</p>
<p>Describe Previous Funding Received by Project from the Blue Sky Program:</p> <p>Please see attached list of City projects funded by Blue Sky Program.</p>
<p>Number of Years to Achieve Estimated Emission Reductions/VMT Reductions/Benefits:</p> <p>15 Year Effectiveness Period (Life), although benefits of improvements will be significantly longer due to being permanent features.</p>

FUNDING REQUEST

<p>Total Project Costs:</p> <p>\$110,000.</p>
<p>List Project Costs by Tasks, Phase, and Alternative Funding Levels (if applicable):</p> <p>All requested funds (\$90,000) will be utilized for the construction phase of the project. The remaining City funds (\$20,000+) will also be utilized solely for construction phase items.</p>
<p>List all funding sources including direct and in-kind (non-dollar) contributions and sources:</p> <p>\$90,000 - FRAQMD Blue Sky Grant, \$20,000 - Local Agency Funds. The City will cover any additional funds needed above requested amount.</p>
<p>Itemized list of equipment to be purchased and proportion of cost to be funded by Blue Sky Grant:</p> <p>Two (2) - Solar Powered Rectangular Rapid Flashing Beacons with all necessary components for functionality. Materials associated with the construction of six (6) ADA-compliant curb ramps (Concrete, aggregate base, truncated domes). Materials associated with creating striping improvements (thermoplastic striping, reflectors.)</p>
<p>Percent or Amount of Funding Requested that is for Project Administration:</p> <p>0%, All funds will be used for construction.</p>
<p>Names of any subcontractors, hourly or daily rates of compensation and number of hours. If specific contractors not yet known, list minimum qualifications:</p> <p>The City will competitively bid the project and follow the City's purchasing guidelines when hiring a contractor to construct the improvements. All contractors/subcontractors that are working under the City shall meet the prevailing wage rates set by the State of California at the time of bid opening.</p>

PROJECT ORGANIZATION (if not government agency)

Project Proponents Management Structure:
N/A, government agency.

Project Proponents Tax Status (501 (C) 3, etc.)
N/A, government agency.

Proposal Monitoring Procedures:
N/A, government agency.

Description of Facilities Available (if applicable):
N/A, government agency.

WORK STATEMENT

Describe each phase of the work to be performed, including tasks within each phase of work, the sequence of work activities (including starting and completion dates), and how the evaluation and monitoring of the work shall determine effectiveness of the proposal. Include all relevant information including the technology and parties involved. NOTE: The work statement, subject to modification by the Committee, Board, or FRAQMD staff, will be attached to the contract for successful applicants. The final report submitted to the FRAQMD will describe the success in implementing the work statement.

December 2020: Potential approval of 2021 School Crossing Improvement Project by FRAQMD Board

January/February 2021: Contracts signed for the 2021 School Crossing Improvement Project between City and FRAQMD

March-June 2021: Preparation of plans, specifications and estimates. Completion and filing of environmental documentation.

June-July 2021: Advertise and bid project.

August-September 2021: Construct Project

November 2021: Close out project and submit final project report to FRAQMD

City will facilitate all document preparation, project management, project reporting and quality control associated with the project. All phases/items related to the project will comply with federal, state, and local standards. All transportation related items will comply with Caltrans and local standards.

ADDITIONAL INFORMATION ON SPECIFIC PROJECT TYPES

Alternative fuel infrastructure for CNG, LNG, or EVSE.

Fueling station address/city/ZIP: N/A	
Estimated date of operation: N/A	Total Cost: N/A
Number of vehicles it will serve: N/A	
Regional benefit of project: N/A	
Will the fueling station be accessible to the public? If yes, describe accessibility (24/7; M-F, etc): N/A	

EMPLOYER RIDESHARE INCENTIVE PROJECTS

Employer/TMA Name: N/A	
Number of employees to be served: N/A	Length of Project: N/A
How will project encourage alternative commute modes: N/A	

BICYCLE OR PEDESTRIAN FACILITIES OR IMPROVEMENTS

Description of Location and Major Origins and Destinations (attach map): Please see attached map.
Commuter or Recreational Focus: Commuter
Describe Consistency or Implementation w/Adopted Bicycle or Other Plan: Project design in direct compliance with City's current Safe Routes to School Plan.

EXPANSION OF TRANSIT SERVICES

Description of Bus Routes and Major Origins, Connections, and Destinations (attach map): N/A
For New Service, Estimated Number of Passengers Per Trip: N/A

PUBLIC EDUCATION/OUTREACH/INFORMATION

Target Audience: N/A
Message to be Delivered: N/A
How Message Results in Reduced Emissions: N/A

VANPOOL/SHUTTLES

Describe the Proposed Route (attach map): N/A	
Vehicle Capacity: N/A	Vehicle Fuel Type: N/A
Number of Vans/Shuttles: N/A	Daily VMT for Each Van/Shuttle: N/A
Submit copies of manufacture's descriptive literature that includes the vehicle GVWR, engine make, emissions certification or Executive Order (EO) and picture of proposed vehicle.	

TRANSIT FARE REDUCTION

Amount of Fare Reduction: N/A
Estimated Number of Riders to Benefit: N/A
Describe Type of Routes, Riders, or Service Eligible for Fare Reduction: N/A

CLEAN FUEL VEHICLES PROJECTS (excluding School buses):

Project types include: replacement of existing vehicle with new OEM low-emission vehicle; repowering or retrofitting existing on-road vehicles with cleaner engines or other low-emission technology.

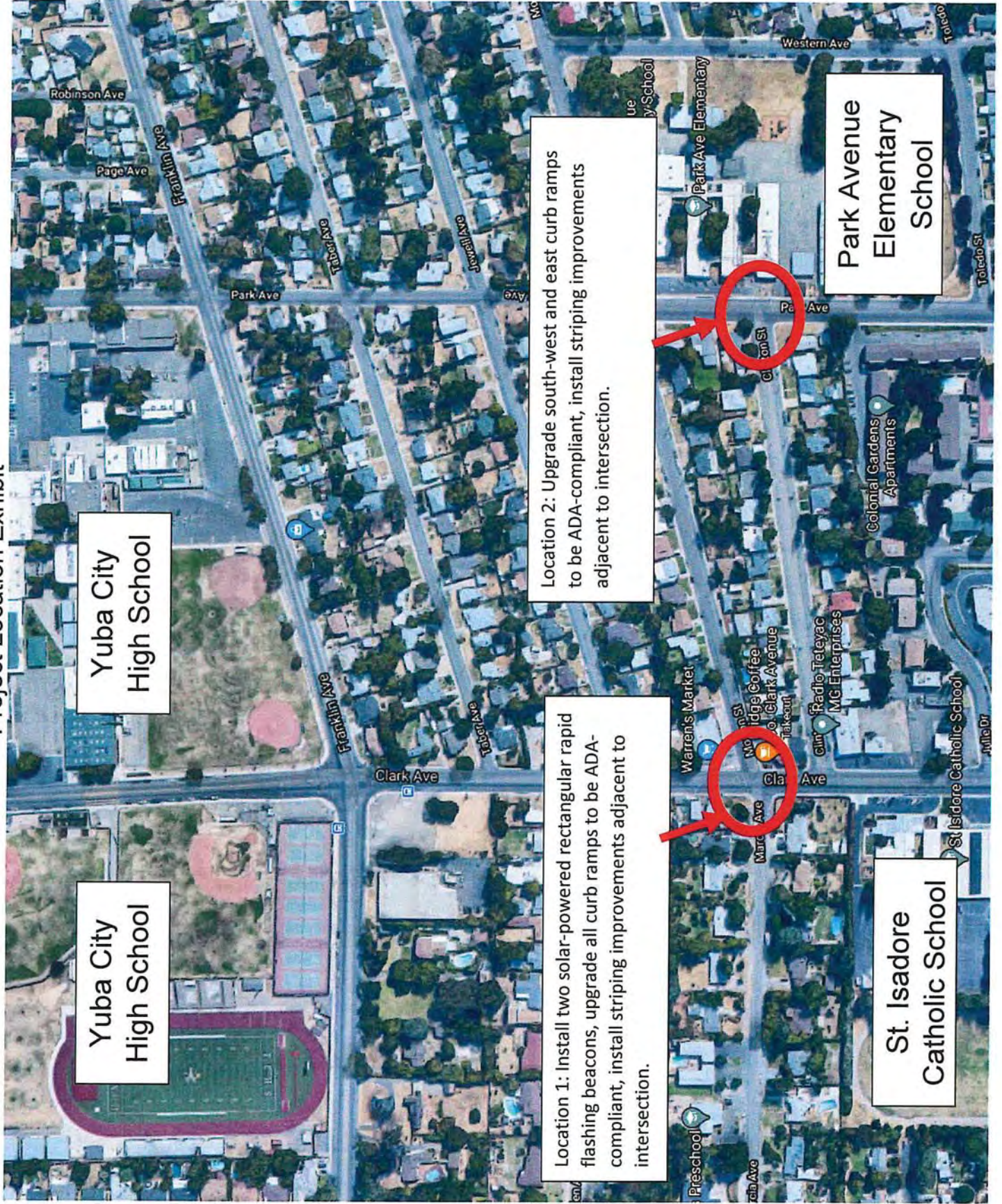
Existing Vehicle Type: N/A	
Existing Vehicle VIN: N/A	
Average Annual Miles Traveled (miles): N/A	
Does the vehicle operate in an AB 1550 area? If yes, please indicate address or lat/long coordinates: N/A https://www3.arb.ca.gov/cc/capandtrade/auctionproceeds/communityinvestments.htm	
Existing Vehicle Manufacturer: N/A	
Existing Vehicle Model: N/A	
Existing Vehicle Model Year: N/A	Existing Vehicle License Plate: N/A
Existing Vehicle Odometer: N/A	Existing Vehicle GVWR: N/A
Existing Engine Manufacturer: N/A	Existing Engine Model: N/A
Existing Engine Serial Number: N/A	Existing Engine Horsepower: N/A
Existing Engine CARB Executive Order Number: N/A	
Existing Engine Model Year: N/A	Existing Engine Fuel: N/A

New Vehicle Manufacturer: N/A	
New Vehicle VIN, ID Number, or License Plate (if known): N/A	
New Vehicle Model: N/A	New Vehicle Fuel Type: N/A
New Vehicle Model Year: N/A	New Vehicle GVWR: N/A
New Vehicle Type: N/A	Estimated Date of Delivery: N/A
New Engine Manufacturer: N/A	New Engine Model: N/A
New Engine Model Year: N/A	New Engine Horsepower: N/A
New Engine CARB Executive Order Number: N/A	
Incremental Cost of Project (cost difference between conventionally fueled new vehicle and the low emission vehicle): N/A	
Number of Years Project to be under Contract: N/A	

Project Requirements:

- i. All new vehicles must be Original Equipment Manufacturer (OEM) and the vehicles (or any conversion kit) must be certified by the California Air Resources Board to be cleaner than the standard (base) gasoline or diesel vehicle.
- ii. Electric vehicles must meet all state and federal standards for on-road operation.
- iii. Submit copies of the new vehicle manufacturer's descriptive literature that includes the engine make and series, certification standard and a picture of the proposed vehicle.
- iv. Submit a copy of existing vehicle registration showing registration in CA for previous 24 months, proof of insurance for previous 24 months, existing engine Executive Order, new vehicle quote from vender, new vehicle warranty information, and new engine/retrofit Executive Order.

Project Location Exhibit



Yuba City
High School

Yuba City
High School

Location 2: Upgrade south-west and east curb ramps to be ADA-compliant, install striping improvements adjacent to intersection.

Location 1: Install two solar-powered rectangular rapid flashing beacons, upgrade all curb ramps to be ADA-compliant, install striping improvements adjacent to intersection.

Park Avenue
Elementary
School

St. Isadore
Catholic School

ATTACHMENT 2

Project Location Exhibit

