



CITY OF WHEATLAND

CITY COUNCIL MEETING STAFF REPORT

February 22, 2022

SUBJECT: Consider adopting Resolution No. 05-22 amending the FY2021-22 budget and authorizing the City Manager to execute an agreement with Caltrans for construction of a traffic signal at Highway 65 and McDevitt Drive.

PREPARED BY: Dane H. Schilling – City Engineer

Recommendation

City staff recommends the City Council adopt Resolution No. 05-22 amending the FY2021-22 budget and authorizing the City Manager to execute an agreement with Caltrans for construction of a traffic signal at Highway 65 and McDevitt Drive.

Background/Discussion

Caltrans is in the processes of engineering and environmental efforts on a project to resurface Highway 65 through Wheatland known by Caltrans as the “Wheatland Donut Hole Project – 03-0H370” (Project). The Project will involve removing areas of failed pavement, overlaying pavement, replacing most of the pedestrian ramps, improving drainage and new pavement markings.

In addition to the paving work, Caltrans proposes to incorporate certain “Complete Streets” elements by improving bike and pedestrian facilities on the westerly side of the highway between McDevitt Drive and Wheatland Elementary School. The bike/ped improvements would start at the northwesterly intersection at McDevitt Drive and end at the northerly end of Hooper Street. The work will involve the loss of existing on-street parking in that segment.

On September 22, 2020, the City Council adopted Resolution No. 39-20 declaring support for the Project including the construction of enhanced bike/ped improvements described above.

In late 2021, Caltrans advised the City that Caltrans had studied the traffic volumes at the intersection of Highway 65 and McDevitt Drive and determined that a traffic signal was

needed at this location. Caltrans approached City staff about the need to construct the signal with the larger Project and both staffs discussed how to fund the improvements.

If the City and Caltrans agree to move forward on this change to the Project, a cooperative agreement will need to be established to memorialize the addition of the traffic signal.

Fiscal Impact

The cost of the signal improvement is estimated at approximately \$500,000. City and Caltrans staffs are proposing a flat contribution of \$100,000 from the City toward the design and construction of the traffic signal and up to \$10,000 for the emergency vehicle pre-emption equipment for emergency vehicles for a total not to exceed contribution of \$110,000. All other costs and expenses would be borne by Caltrans.

Staff is proposing to fund the City's contribution from the "Road Circulation Impact Fund" which is a traffic impact fee program established to fund roadway capacity enhancements. The fund has an approximate fund balance of \$274,000.

Operation and maintenance cost associated with the traffic signal will be covered by an amendment to an existing highway maintenance agreement. The cost share would be based on the number of legs of the intersection. In this case 2/3rd of the operation and maintenance costs would be borne by Caltrans and 1/3rd by the City.

Attachments

Attachment 1 – Resolution

Attachment 2 – Draft Coop Agreement with Caltrans

RESOLUTION NO. 05-22

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHEATLAND
AMENDING THE FY2021-22 BUDGET TO FUND UPTO \$110,000 TOWARD A TRAFFIC
SIGNAL AT HWY-65 AND MCDEVITT DRIVE AND AUTHORIZING THE CITY MANAGER TO
EXECUTE AN AGREEMENT WITH CALTRANS**

WHEREAS, the California Department of Transportation (“Caltrans”) is the Sponsor and Implementing Agency for a project to make improvements to the state Highway 65 through Wheatland (“Project”) including the removal of failed pavement, adding new pavement, replacing pedestrian ramps, improving drainage, construction of bicycle and pedestrian facilities, and other related improvements; and

WHEREAS, on September 22, 2020, the City Council adopted Resolution No. 39-20 declaring support for the Project; and

WHEREAS, Caltrans has recently recognized the need to construct a new traffic signal on Highway 65 and McDevitt Drive (within the Project limits) and desires to add the design and construction of the new signal to the Project; and

WHEREAS, Caltrans has estimated the cost of the new signal at approximately \$500,000; and

WHEREAS, BOTH Caltrans and the City are authorized to enter into a cooperative agreements for improvements to the State Highway System per the California Streets and Highways Code, Sections 114 and 130.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the City Council of City of Wheatland, State of California, that:

1. The City’s FY2021-22 Budget is amended to include an expenditure of up to \$110,000 from the “Road Circulation Impact Fund” for the City’s financial contribution toward the Project.
2. The City Manager to authorized to execute an agreement with Caltrans on behalf of the City for the design and construction of a traffic signal at Highway 65 and McDevitt Drive whereby the City will contribute up to \$110,000 toward completion of the traffic signal.

PASSED AND ADOPTED by the City Council of City of Wheatland, State of California this 22nd day of February 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Rick West, Mayor

ATTEST:

Lisa Thomason, City Clerk

Draft 03-0777 01.07.2022

COOPERATIVE AGREEMENT

Local Contribution Only

This AGREEMENT, effective on _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

City of Wheatland, a municipality of the State of California, referred to hereinafter as CITY.

RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System (SHS) per the California Streets and Highways Code, Sections 114 and 130.
2. The term AGREEMENT, as used herein, includes this document and any associated attachments, exhibits, and amendments.
3. For the purpose of this AGREEMENT, in and near Wheatland on State Route 65 from north of State Street to north of Evergreen Drive, improvements consisting of rehabilitate pavement, addition of bike lanes, rehabilitate drainage systems, upgrade facilities to ADA standards, construct Class I multi-use path, install signals, modify driveways, and enhance crosswalk visibility as complete streets will be referred to hereinafter as PROJECT. This description only serves to identify the PROJECT. The PROJECT scope of work is defined in the appropriate authorizing documents per the Project Development Procedures Manual.
4. CITY will contribute an amount of \$110,000 to PROJECT to be applied by CALTRANS solely to construction costs associated with the planned traffic signal at McDevitt Drive.
5. PARTIES will amend existing highway maintenance agreements to address shared responsibility of on-going operation and maintenance costs associated with PROJECT improvements.
6. PARTIES agree that funds will be contributed to the following PROJECT COMPONENTS:

o CONSTRUCTION CAPITAL

7. PARTIES hereby set forth the terms, covenants, and conditions for CITY's contribution toward the PROJECT.

ROLES AND RESPONSIBILITIES

8. CALTRANS is the SPONSOR and IMPLEMENTING AGENCY for the PROJECT.
9. CITY is a FUNDING PARTY contributing a fixed amount toward the PROJECT as shown in the FUNDING TABLE.
10. CALTRANS is responsible for completing all work for the PROJECT.

GENERAL CONDITIONS

11. All portions of this AGREEMENT, including the Recitals Section, are enforceable.
12. All obligations of CALTRANS under the terms of this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.
13. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.

In accordance with California Senate Bill 848, the Administration Rate is capped at 10 percent until January 1, 2023, for Self-Help Counties with a countywide sales tax measure dedicated to transportation improvements.

14. Neither CITY nor any officer, employee or consultant thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless CITY and all of its officers, employees and consultants from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
15. This AGREEMENT is intended to be PARTIES' final expression and supersedes any oral understanding or writings pertaining to PROJECT.

INVOICE AND PAYMENT

16. CITY will contribute the funds listed below:

FUNDING TABLE			
Fund Source	Fund Type	Project Component	Amount
LOCAL	Local	Construction Capital	\$110,000
Total Funds			\$110,000

17. CALTRANS will invoice CITY for a lump sum (single payment), as a fixed cost, after execution of this AGREEMENT.
18. CITY will pay the invoiced amount within forty-five (45) calendar days of receipt of the invoice unless CITY is paying with Electronic Funds Transfer (EFT). When paying with EFT, CITY will pay the invoiced amount within five (5) calendar days of receipt of the invoice.
19. If CITY has received Electronic Funds Transfer (EFT) certification from CALTRANS then CITY will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.

20. This AGREEMENT will terminate upon completion or termination of the PROJECT. However, all indemnification and final accounting articles will remain in effect until terminated or modified in writing by mutual agreement
21. In the event that the PROJECT is terminated or the new traffic signal component at McDevitt Drive is not constructed as part of the PROJECT, CALTRANS will refund monies contributed by the CITY within 45-days of termination of the PROJECT or decision not to construct the new traffic signal.

DEFINITIONS

FUNDING PARTY – A PARTY who commits a defined dollar amount to the PROJECT.

IMPLEMENTING AGENCY – The party responsible for managing the scope, cost, and schedule of a project component to ensure the completion of that component.

PARTY – An individual signatory agency in this AGREEMENT.

PARTIES – The term that collectively references all of the signatory agencies to this AGREEMENT.

SPONSOR – The PARTY that accepts the obligation to secure financial resources to fully fund PROJECT. This includes any additional funds beyond those committed in this AGREEMENT necessary to complete the full scope of PROJECT.

PROJECT COMPONENT – A distinct portion of the planning and project development process of a capital project as outlined in California Government Code, Section 14529(b).

- **PID (Project Initiation Document)** – The activities required to deliver the project initiation document for the PROJECT.
- **PA&ED (Project Approval and Environmental Document)** – The activities required to deliver the project approval and environmental documentation for the PROJECT.
- **PS&E (Plans, Specifications, and Estimate)** – The activities required to deliver the plans, specifications, and estimate for the PROJECT.
- **R/W (Right of Way) SUPPORT** – The activities required to obtain all property interests for the PROJECT.
- **R/W (Right of Way) CAPITAL** – The funds for acquisition of property rights for the PROJECT.
- **CONSTRUCTION SUPPORT** – The activities required for the administration, acceptance, and final documentation of the construction contract for the PROJECT.
- **CONSTRUCTION CAPITAL** – The construction contract funds for the PROJECT.

CONTACT INFORMATION

The information provided below indicates the primary contact information for each PARTY to this AGREEMENT. PARTIES will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this AGREEMENT.

The primary AGREEMENT contact person for CALTRANS is:

Andrew Huang, Project Manager
703 B Street
Marysville, CA 95901
Mobile Phone: (530) 821-3679
Email: andrew.huang@dot.ca.gov

The primary AGREEMENT contact person for CITY is:

Dane H. Schilling, City Engineer
111 C Street
Wheatland, CA 95692
Office Phone: (530) 888-9929
Email: schilling@coastlandcivil.com

SIGNATURES

PARTIES are authorized to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and hereby covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT. By signing below, the PARTIES each expressly agree to execute this AGREEMENT electronically.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email and that such copies shall be deemed to be effective as originals.

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

CITY OF WHEATLAND

Greg Wong
Deputy District Director
D3 Program, Project and Asset Management

Jim Goodwin
City Manager

Verification of funds and authority:

Attest:

Name Tbd
District Project Control Officer

Name Lisa Thomason
Title City Clerk

Certified as to financial terms and policies:

Approved as to form and procedure:

Nadine Karavan
HQ Accounting Supervisor

Name Jennifer Buckman
Title City Attorney

DRAFT