REGIONAL TRANSIT ISSUE PAPER

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Agenda	Board Meeting	Open/Closed	Information/Action	Issue
Item No.	Date	Session	Item	Date
9	11/12/12	Open	Action	10/19/12

Subject: Approving the Union House Creek Widening Cost Sharing Agreement with the City of Sacramento

<u>ISSUE</u>

Whether or not to approve the Union House Creek Widening Improvement Cost Sharing Agreement with the City of Sacramento.

RECOMMENDED ACTION

Adopt Resolution No. 12-11-____, Approving the Union House Creek Widening Improvement Cost Sharing Agreement with the City of Sacramento.

FISCAL IMPACT

Budgeted: Yes This FY: \$ 517,492
Budget Source: Capital Next FY: \$ N/A
Funding Source: New Starts, STA, Prop 1B Annualized: \$ N/A

Measure A, Developer Fees

Cost Cntr/GL Acct(s) or 410.06.10.01 Total Amount: \$ 517,492

Capital Project #:

Total Budget: \$ 517,492

DISCUSSION

The City of Sacramento (CITY) and the Sacramento Area Flood Control Agency (SAFCA) has entered into an agreement to widen and concrete line Union House Creek adjacent to Cosumnes River Boulevard between Franklin Boulevard and Bruceville Road. The Union House Creek Widening Improvement will provide the necessary 100 year flood protection for the surrounding community.

The South Sacramento Corridor Phase 2 (SSCP2) project is also adjacent to the Union House Creek Widening Improvements and directly impacts the proposed creek improvements. The SSCP2 project also needs to meet the 100 year flood protection requirements. The SSCP2 right of way alignment falls between the creek improvements and the future Cosumnes River Boulevard Widening and limits the amount of right of way width for each of the three projects. The two adjacent projects limits the SSCP2 trackway width to 30' (Typically 40') and places the track alignments at the outer edge of the creek improvements. The close proximity of the SSCP2 alignment to the creek requires erosion stabilization of the creek due to the potential track loading from Center Parkway to Bruceville Road.

Approved:	Presented:
Final 11/6/12	
General Manager/CEO	Director, Civil and Track
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The Union House Creek Improvements will also generate approximately 21,000 cubic yards of excavated earth material which can be used for the SSCP2 track embankment. Geotechnical borings have shown that the excavated material is suitable for Regional Transit's (RT) use and has been visually inspected by RT staff. RT will have the right to test the material for hazardous and/or unsuitable content and will reject the earth material from the CITY if any contaminants are found. Any rejected material will remain within the CITY's right of way. If the soil is found by RT to be suitable and free of contaminants, City's contractor will deliver the soil to RT and RT will take ownership of the soil.

The CITY is the lead Agency for the project, but SAFCA will administer the construction of the improvements. The CITY and RT have worked together to determine which improvements will be shared to offset the cost from the Union House Creek Improvements and the SSCP2 requirement improvements. RT's share of the Union House Creek Improvement is estimated at \$517,492.

Staff recommends the Board approve the Union House Creek Widening Cost Sharing Agreement with the City of Sacramento.

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Adopted by the Board of Directors of the Sacramento Regional Transit District on this date:

November 12, 2012

APPROVING THE UNION HOUSE CREEK WIDENING IMPROVEMENT COST SHARING AGREEMENT WITH THE CITY OF SACRAMENTO

BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE SACRAMENTO REGIONAL TRANSIT DISTRICT AS FOLLOWS:

THAT, the Union House Creek Widening Improvement Cost Sharing Agreement between the Sacramento Regional Transit District, therein referred to as "RT," and the City of Sacramento, therein referred to as "CITY" under the conditions set forth therein, is hereby approved.

THAT, the Board Chair and General Manager/CEO are hereby authorized and directed to execute the Agreement.

	BONNIE PANNELL, Chair
ATTEST:	
MICHAEL R. WILEY, Secretary	
By:Cindy Brooks, Assistant Secretary	_