



REPORT TO COUNCIL

City of Sacramento

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Staff Report
October 17, 2006

**Honorable Mayor and
Members of the City Council**

Title: Broadway Bridge Concept and Feasibility Study (PN: TI11)

Location/Council District: 4

Recommendation Adopt a **Resolution** 1) establishing the Broadway Bridge Concept and Feasibility Study Project (PN: TI11); 2) appropriating funds in the amount of \$200,000; and 3) authorizing execution of a Cooperative Agreement with the City of West Sacramento to proceed with a Broadway Bridge concept and feasibility study.

Contact: Tom Zeidner, Sr. Economic Development Project Manager, 808-1931
Jim Rinehart, Citywide Development Manager, 808-5054

Presenters: Tom Zeidner, Sr. Economic Development Project Manager
Fran Halbakken, Operations Manager

Department: Economic Development

Division: Citywide

Organization No: 4453

Description/Analysis

Issue: The cities of Sacramento and West Sacramento over time have developed a shared vision for the Sacramento Riverfront, culminating with the 2003 update of the Sacramento Riverfront Master Plan (SRMP). The SRMP emphasized the importance of seizing opportunities to provide "high-quality and accessible public open space along the riverfront around which dense urban development can occur." In articulating this vision, the SRMP identified the importance establishing strong connections along and across the Sacramento River, linking neighborhoods and communities and providing maximum opportunity for alternative travel such as bicycles and pedestrians. One of the projects identified to accomplish this connectivity was a multi-use (vehicular, pedestrian, bicycle) bridge across the Sacramento River, linking Broadway and the Pioneer Bluff area in West Sacramento.

In late 2004, the Sacramento Area Council of Governments (SACOG) adopted the Blueprint for the Future, which promoted compact, mixed-use development and more transit choices as an alternative to low-density development. Expressed in the Blueprint was the desirability for a bridge between Sacramento and West Sacramento, through an extension of Broadway.

Since adoption of the SRMP and Blueprint, activity along both sides of the riverfront has

reinforced the need to further evaluate riverfront connections and bridging feasibility.

Current activities include the following:

City of Sacramento Riverfront

- Redevelopment activities associated with the Docks Area;
- Anticipated reuse of the Setzer property in the vicinity of Broadway and Third Street;
- Extension of the existing Sacramento promenade south to the Docks Area project; and
- Planning activities associated with the tank farm consolidation/relocation.

City of West Sacramento Riverfront

- Design of a new riverfront promenade, extending from the Tower Bridge south to the barge canal;
- Extension of South River Road across the barge canal to connect Southport to the Pioneer Bluff area;
- Development entitlement activities for properties along the Triangle riverfront;
- Preliminary redevelopment planning activities for the Pioneer Bluff area; and
- Planning activities associated with the tank farm consolidation/relocation.

In addition to these activities, both cities are currently in the midst of major updates to their General Plans. These efforts will most certainly consider and address the connectivity issues raised by the SRMP and Blueprint. Also, current development entitlement activities, particularly in West Sacramento, provide a unique opportunity for potential private sector funding to help implement components of a Broadway Bridge project and other riverfront elements.

Through an earlier inter-city cooperative effort, Sacramento and West Sacramento established the Waterfront Coordinating Committee (formerly the Waterfront Advisory Committee) to provide leadership in the implementation of the SRMP and other critical waterfront issues. Sacramento is currently represented on the Waterfront Coordinating Committee (WCC) by Mayor Fargo and Vice Mayor Fong. At an August 10, 2006 meeting of the WCC, staff from both cities jointly presented an overview of a potential Broadway Bridge concept/feasibility study scope and expected related costs. Following that presentation, the WCC adopted a motion directing staff to seek their respective City Council approvals of a memorandum of understanding (or similar agreement) between the two cities to proceed with the study and allocate required funding.

A Cooperative Agreement between the two cities, included as Exhibit A, has thus been drafted related to the proposed Broadway Bridge concept and feasibility study. The Agreement designates the City of West Sacramento as the entity to manage the effort, including retaining all required consultants. Project oversight of the effort is to be provided by the WCC, as well as by a Technical Advisory Committee consisting of at least one senior staff member from each city. The Agreement also commits the cities to share in the study's cost, estimated to be in the range of \$400,000, which could be defrayed to some extent through pursuit of various grants.

It is anticipated that a preliminary scope for the Broadway Bridge concept and feasibility study will include the following:

- Identifying the project purpose and need (including traffic analysis of trip generation/distribution associated with the future bridge);
- Analysis of opportunities and constraints related to connections to transportation circulation systems;
- Exploring opportunities for connecting the crossings to the riverfront;
- Determining bridge-type alternatives such as drawbridge, swing-bridge, high-level fixed bridge, etc. and alignment and connection requirements;
- Cost estimates to construct a bridge;
- Analysis of funding, financing and project delivery options; including innovative financing options and opportunities for public-private funding and financing;
- Community outreach to key stakeholders, agencies, property owners, and the general public; and
- Environmental screening including potentially significant impacts, identification of state and federal permitting requirements, and scoping for an environmental document.

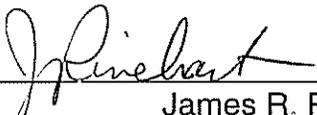
Policy Considerations: The actions described in this report are consistent with the 2003 Sacramento Riverfront Master Plan and the 2004 SACOG Blueprint for the Future.

Environmental Considerations: The requested actions are exempt under CEQA Guidelines Section 15262 as a planning activity for possible future action. Environmental review will occur in conjunction with ultimate planning and design of a bridge project, should it go forward.

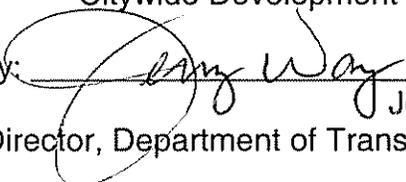
Rationale for Recommendation: These actions are consistent with consistent with earlier-adopted City planning efforts.

Financial Considerations: The total shared cost of the concept/feasibility study described in this report is not expected to exceed \$400,000, of which the City of Sacramento's share will be approximately one-half. Staff proposes that this expense be split between the Department of Transportation the and Economic Development Department. Appropriating \$200,000 to the Broadway Bridge Concept and Feasibility Study Project (PN: TI11) from Major Street Construction Contingency (209-710-7012) and from the \$3.0 million that Council designated for Economic Development in the 2004/05 CAFR will establish the project budget and provide the City of Sacramento's share of the concept/feasibility study.

Emerging Small Business Development (ESBD): None

Respectfully Submitted by: 

 James R. Rinehart
 Citywide Development Manager

Approved by: 

 Jerry Way
 Interim Director, Department of Transportation

Recommendation Approved:



for Ray Kerridge
City Manager

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RESOLUTION NO.

Adopted by the Sacramento City Council

BROADWAY BRIDGE CONCEPT AND FEASIBILITY STUDY (PN: T111)

BACKGROUND

- A. In 2003, the City of Sacramento (City) and the City of West Sacramento (West Sacramento) jointly adopted the Sacramento Riverfront Master Plan (SRMP).
- B. The Sacramento Area Council of Governments (SACOG) in 2004 finalized its Blueprint for the Future (Blueprint) regional planning effort.
- C. Both the SRMP and SACOG Blueprint recommend exploration of a bridge extension of Broadway (Project) as a means of facilitating connectivity and access to the Sacramento Riverfront in both the City and West Sacramento.
- D. A Waterfront Coordinating Committee (WCC) has been established pursuant to an interagency agreement between the City and West Sacramento for purposes of coordinating implementation of the SRMP and other waterfront issues.
- E. On August 10, 2006, the WCC adopted a motion directing staff from the City and West Sacramento to seek authorization from their respective governing boards to enter into an agreement to proceed with a study of the Project's concept and feasibility (Study).
- F. A Cooperative Agreement (Agreement) has been negotiated amongst the City and West Sacramento specifying the terms under which they will proceed with, and share in the costs of, the Study.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- Section 1. The Broadway Bridge Concept and Feasibility Study Project (PN: T111) is established as a new Capital Improvement Project.
- Section 2. The FY06/07 Capital Improvement Program (CIP) be amended by appropriating \$100,000 from Major Street Construction Contingency (209-710-7012) and \$100,000 from the \$3.0 million designated for Economic Development in the 2004/05 CAFR to the Broadway Bridge Concept and Feasibility Study Project (PN: T111)
- Section 3. The terms of the Agreement presented at this meeting are hereby approved.
- Section 4. Mayor Fargo, Vice Mayor Fong and the City Manager are authorized to

execute the Agreement on behalf of the City.

Section 5. The City Manager is authorized to amend the City Budget for purposes paying the City's obligation related to the costs of the Study, pursuant to the Agreement.

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Exhibit A

EXHIBIT A

**COOPERATIVE AGREEMENT BETWEEN
THE CITY OF SACRAMENTO AND THE CITY OF WEST SACRAMENTO
FOR THE BROADWAY BRIDGE FEASIBILITY STUDY**

This Agreement is made as of _____, by and between the City of Sacramento ("Sacramento"), a charter city of the State of California and the City of West Sacramento ("West Sacramento"), a Municipal Corporation of the State of California.

WHEREAS, California Government Code Sections 6500 *et seq.* authorize local public agencies to jointly exercise powers held in common by the agencies; and

WHEREAS, in 2003, the cities of West Sacramento and Sacramento adopted the Sacramento River Master Plan, which defined a joint vision for the riverfront district to include open space and riverfront access and amenities, recreational opportunities, connectivity, economic development to compliment the creation and accommodation of compact, vibrant, mixed-use, pedestrian-oriented neighborhoods that embody smart-growth principles;

WHEREAS, in late 2004, the Sacramento Area Council of Governments (SACOG) adopted the Blueprint for the Future, a bold vision for growth that promotes compact, mixed-use development and more transit choices as an alternative to low density development;

WHEREAS, the cities of Sacramento and West Sacramento are considering numerous development plans within two miles of downtown Sacramento that support SACOG's Blueprint principles, including at least 4,050,000 square feet of new office uses, 857,500 square feet of new retail space, and 5,950 new residential units;

WHEREAS, the Blueprint for the Future and Sacramento Riverfront Master Plan both indicated the desirability for a bridge between Sacramento and West Sacramento at the extension of Broadway;

WHEREAS, both cities desire to accelerate the development of additional and better connections between the two cities to reinforce development along both sides of the river;

WHEREAS, both cities desire to encourage redevelopment of land in the vicinity of the proposed Broadway Bridge;

WHEREAS, the West Sacramento City Council has declared that a bridge strategy is a top city priority;

WHEREAS, the purpose of this Agreement is to outline the roles and responsibilities of both cities for preparation of Broadway Bridge Project (Project) planning, including traffic studies, location refinement, environmental screening, public outreach, and preliminary engineering;

WHEREAS, through a previous interagency agreement, the two cities established a Waterfront Coordinating Committee (formerly Waterfront Advisory Committee)

("Committee") to provide leadership to the two cities on the implementation of the Sacramento Riverfront Master Plan and other critical waterfront issues;

WHEREAS, Sacramento would like to reimburse West Sacramento for Project planning work; and

WHEREAS, Sacramento and West Sacramento desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, Sacramento and West Sacramento agree as follows:

1. Project Management. West Sacramento shall manage the Project, including all related planning, preliminary engineering and feasibility studies,. West Sacramento shall be responsible for entering into all contracts for the completion of the Project and shall ensure that the Project is undertaken and completed in accordance with all applicable federal, state and local laws and regulations, and the terms of any grants used to finance the Project. Project oversight shall be provided by both the Waterfront Coordinating Committee and a Technical Advisory Committee as follows:

1.1 Waterfront Coordinating Committee. The Waterfront Coordinating Committee shall:

- A. Develop and approve goals and objectives for this Project.
- B. Develop recommendations for an Interagency Agreement between the cities for the final design, construction, funding, governance, management, and administration of the Project.
- C. Provide policy direction regarding the Project planning work, location refinement, environmental analysis, and preliminary engineering.

Additionally, both cities agree that all financial commitments and the selection of alignments and designs shall be subject to affirmation by the City Councils.

1.2 Technical Advisory Committee (TAC). A TAC shall be established to assist the Project Manager in the successful advancement of the project. The TAC shall meet regularly and shall consist of at least one senior staff member from each City,. Each City shall identify staff to represent the range of issues to be examined including the Project's relationship to the Riverfront Master Plan, land use planning, economic development and transportation/engineering. Additionally, SACOG will be invited to participate as partner agency.

A Technical Advisory Committee shall jointly participate in consultant selection and project decisions and, shall report to the Waterfront Coordinating Committee.

2. Project Financing.

2.1 Exhibit "A" to this agreement is an estimate of the costs and cost shares applicable to the Project. The cost to conduct the feasibility and preliminary planning studies is estimated to be \$400,000.

2.2 After selection of a consultant to complete the feasibility and planning studies, the Cities shall jointly review the project budget requirements and make necessary adjustments based on the contract cost proposal and estimated project management and administration costs. West Sacramento shall submit a written request to Sacramento to transfer the necessary local funds to West Sacramento. Sacramento will transfer these funds within 30 days following receipt of the written request.

2.3 Sacramento and West Sacramento shall confer and mutually agree on a course of action if either:

3. Upon completion of the project, a final reconciliation of project costs and contributions will be prepared. After project completion and within thirty (30) days after receipt of invoice from West Sacramento, Sacramento shall reimburse West Sacramento for all its contractual costs and staff time and expenses associated administration and management of the Project.

4. Any notice required hereunder shall be given by placing the notice in the United States mail, postage prepaid, and addressed in accordance with the provisions of this Section. Notice shall, unless otherwise provided by this Agreement, be deemed to have been given on the date that the notice was placed in the mail in accordance herewith. Notices shall be sent to the addresses set forth below.

<p>For Sacramento:</p> <p>Fran Halbakken City of Sacramento Department of Transportation 915 I Street, Room 2000 Sacramento, CA 95814 Telephone: (916) 808-7035 Fax: (916) 808-7903 E-mail: fhalbakken@cityofsacramento.org</p>	<p>For West Sacramento:</p> <p>Toby Wong City of West Sacramento Department of Public Works and Community Development 1110 West Capitol Ave, Second Floor West Sacramento, CA 95691 Telephone: (916) 617-4678 Fax: (916) 371-0845 E-mail: tobyw@cityofwestsacramento.org</p>
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5. Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

6. The parties may modify the terms and conditions of this Agreement only in a written amendment to this Agreement that is signed by both parties.

7. Either party may terminate this Agreement in the event of a material breach by the

other party. The party alleging the breach shall give written notice thereof to the party in breach, and the Agreement shall terminate unless the breach is cured within thirty (30) days.

8. Pursuant to Section 895.4 of the California Government Code: (1) each Party, as indemnitor, must hold harmless and indemnify every other Party, as indemnitee, against any claim, loss, damage, expense or liability caused by the negligent or wrongful act of omission of the indemnitor occurring in the performance of this Agreement, and (2) if a Party is held liable upon any judgment for damage caused by a negligent or wrongful act or omission occurring in the performance of this Agreement and that Party pays in excess of its share based upon principles of comparative fault, that Party is entitled to contribution from each of the other Parties to the extent of the other Party's comparative fault.

9. It is the intention of Sacramento and West Sacramento that the provisions of the aforementioned paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective officers, directors, agents, employees, volunteers, contractors, City of Sacramento's City Council or West Sacramento's City Council. It is also the intention of Sacramento and West Sacramento that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, volunteers, contractors, City of Sacramento's City Council or West Sacramento's City Council.

10. The prevailing party in any proceedings, judicial or otherwise, brought to enforce the terms of this Agreement, shall be entitled to reasonable attorney fees and costs in prosecuting or defending such proceedings.

11. Each party, at its sole cost and expense, shall carry insurance, or self-insure, its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverage's. Sacramento shall require that the general contractor for the Project provide insurance appropriate for the Project. The contractor's insurance shall name Sacramento and West Sacramento as additional insureds and shall provide that insurance or self insurance maintained by Sacramento or West Sacramento shall be in excess of the contractor's insurance and shall not contribute with it.

12. This Agreement represents the entire agreement of the parties relating to the subjects covered by this Agreement. No oral or written statement, representation, or agreement not included within this Agreement shall be of any force or effect whatsoever, and shall be deemed to have been superseded by the terms hereof.

IN WITNESS WHEREOF, the parties execute this Agreement as follows:

City of Sacramento

City of West Sacramento

By _____
Heather Fargo
Mayor

By _____
Christopher Cabaldon
Mayor

Date: _____

Date: _____

(SEAL)

(SEAL)

ATTEST:

ATTEST:

Shirley Concolino
City Clerk

Kryss Rankin
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Paul Gale
Senior Deputy City Attorney

Robert Murphy
City Attorney

EXHIBIT A-1

Broadway Bridge Estimated Cost and Funding Exhibit

	Estimated Amount	Source of Funds*		
		Sacramento	West Sacramento	Grants
Total Est. Planning, Design and Engineering Costs	\$320,000	\$160,000	\$160,000	TBD
Contingency (approx. 15%)	\$50,000	\$25,000	\$25,000	"
City of Sac and W. Sac Staff Time (Project administration and management by West Sacramento)	\$30,000	\$10,000	\$20,000	
Total Project Cost	\$400,000	\$195,000	\$205,000	TBD

* Both cities are currently pursuing grant opportunities that if received, will equally reduce each City's contribution.

