

**CITY OF FAIRFIELD**

**RESOLUTION NO. 2014 - 259**

**RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE A LOAN AGREEMENT FOR THE FAIRFIELD/VACAVILLE TRAIN STATION PROJECT WITH THE SOLANO TRANSPORTATION AUTHORITY**

**WHEREAS**, the City is proposing to construct the Fairfield-Vacaville Intermodal Station Project ("Project"), which will include an overpass of the UPRR tracks, widening of Peabody Road to six lanes from Huntington to Vanden, installation of 6,650 feet of new track, and construction of the platform, passenger amenities and site improvements for the train station; and

**WHEREAS**, more than \$65 million in local, regional, and State funds have been secured to construct the Project improvements; and

**WHEREAS**, a significant challenge to the completion of the Project is securing the last funding for the construction of segments 2B and 2C of the Project ("Base Project"); and

**WHEREAS**, the City requires \$1.259 million to fully fund the contingency for the Base Project; and

**WHEREAS**, the City is seeking to finance \$1.259 million, secured by future City fees, to complete the Base Project; and

**WHEREAS**, Solano Transportation Authority is willing to provide such financing.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:**

Section 1. The Loan Agreement with Solano Transportation Authority for the Fairfield/Vacaville Intermodal Station Project (Loan Agreement), substantially in the form attached to the agenda report for this item, is hereby approved. The City Manager is directed to execute the Loan Agreement, and is authorized to execute all documents necessary to implement the Loan Agreement.

Section 2. The City Manager and Director of Public Works are hereby authorized and directed to take all steps necessary to implement this Resolution.

**PASSED AND ADOPTED** this 18<sup>th</sup> day of November 2014, by the following vote:

AYES: COUNCILMEMBERS: Price/Vaccaro/Bertani/Moy/Mraz

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: Mraz

ABSTAIN: COUNCILMEMBERS: NONE

Sam J. Price  
MAYOR

ATTEST:

Karen L. Rees  
CITY CLERK  
pw

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**NONE**

NOES: COUNCILMEMBERS: \_\_\_\_\_

ABSENT: COUNCILMEMBERS: Mraz

**NONE**

ABSTAIN: COUNCILMEMBERS: \_\_\_\_\_

Nancy T. Price  
MAYOR

ATTEST:

Karen L. Rees

CITY CLERK

pw

**Loan Agreement****Fairfield/Vacaville Intermodal Station Project**

This Loan Agreement ("Agreement") is entered into this 10th day of December, 2014 by and between the **City of Fairfield**, a California municipal corporation, having an office at 1000 Webster Street, Fairfield, CA 94533, hereinafter referred to as "**City**" and **Solano Transportation Authority**, a California joint powers authority, having an office at One Harbor Center, Suite 130, Suisun City, CA 94585, hereinafter referred to as "**STA.**" City and STA are sometimes individually referred to herein as a "Party" and collectively as "Parties."

In consideration of the mutual promises set forth in this Agreement, the Parties agree as follows:

**RECITALS**

- A. Fairfield, Vacaville and STA wish to cooperate on the proposed project to construct the new Fairfield Vacaville Train Station ("Station") and related infrastructure and rail improvements (collectively with the Station, the "Project") which will be located in Northeast Fairfield at the intersection of Vanden Road and Peabody Road next to the planned Jepson Parkway. This location will be convenient for train riders from Vacaville, Fairfield, and Travis Air Force Base.
- B. The City of Fairfield is the lead agency for delivery of the Project, but the City of Vacaville will share a local portion of the construction cost and operation costs when the Station goes into service in 2017.
- C. The Project includes a new 800 foot passenger platform between the main Union Pacific Railroad (UPRR) tracks with bus transfer facilities and parking located just north of the UPRR right of way. Several miles of track work are required, but a key benefit from the project will be the elimination of a busy at-grade crossing of the railroad. With a Middle School and High School both located south of the station site, many students now cross the tracks daily on the unimproved shoulder of busy Peabody Road to get to school. The at-grade crossing will be replaced by an overpass that will carry Peabody Road over the tracks and will also include an underpass to access the center platform and allow pedestrians and bicyclists another way to safely cross the railroad right of way.
- D. More than \$65 million in local, regional, and State funds have been secured to construct the Project improvements.
- E. A significant challenge to the completion of the Project is securing the last funding for the construction of segments 2B and 2C of the Station as shown in Exhibit A ("Base Project"). The cost of the Base Project is estimated to be \$53 million. This cost estimate excludes \$2.3 million of work along Vanden and the intersection of Peabody/Vanden that will be built by the Jepson Parkway Project. The Jepson Parkway Project is scheduled to begin construction within Fiscal Year

(FY) 2015-16, funded with State Transportation Improvement Funds (STIP) that are currently programmed in FY 2015-16.

- F. The Base Project financing plan includes a grant from Proposition 1B Trade Corridor Improvement Fund of \$11 million, which requires the project to have an awarded construction contract by the end of August 2015.
- G. There is currently a funding shortfall for the Base Project. City has identified \$750,000 in City funds that it will contribute to the Base Project, leaving a funding shortfall of \$1,259,653.
- H. City is seeking to finance \$1,259,653 secured by future City fees, to complete the Base Project. This Agreement is intended to provide for such financing.
- I. The City desires to construct a full amenity (including the building and solar panels) Station. To this end, the Parties agree to work towards the development of a funding plan by December 2015 to accomplish this objective which will include an estimated budget, potential funding sources, and a schedule for the construction of the building and solar panels.

## **ARTICLE 1 DESIGN AND CONSTRUCTION OF THE PROJECT**

A. City shall cause the Project to be designed and constructed in accordance with all applicable laws, and in accordance with plans and specifications approved by the City. STA shall have the right to review and comment on those elements of the Project concerning 1) transit connections, 2) bicycle and pedestrian connections; 3) passenger amenities; and 4) the maintenance and operations implementation plan, which comments shall be reasonably considered by City.

B. City shall be responsible for obtaining any and all entitlements for the Project, including but not limited to compliance with the California Environmental Quality Act (“CEQA”).

C. City shall provide monthly progress reports to STA, setting forth the progress of City and its contractors in the construction of the Project. The first progress report shall be due 30 days from the date of this Agreement.

**ARTICLE 2  
SOURCES OF FUNDING**

A. The Parties agree that City will contribute \$750,000 in City funds towards the Base Project, leaving a shortfall of \$1,259,653.

B. STA will dedicate to the Base Project \$1,259,653 of Proposition 1B transit capital that has been reserved for SolanoExpress bus replacement. City has submitted an allocation request for these funds and will claim these funds for use by the Base Project by February 2015.

C. The Parties agree that the improvements to Vanden Road, estimated at \$2.3 million, will be included in the Jepson Parkway Project. The Jepson Parkway is anticipated to start construction in FY 2015-16.

D. To the extent that City is unable to repay its share as set forth in Article 3 below, STA reserves the right to direct future discretionary regional funds ("Federal Surface Transportation Program Funds" or "STP") to satisfy the City's obligation.

**ARTICLE 3  
CITY OBLIGATIONS**

A. City shall repay a total of \$1,259,653 in City of Fairfield AB 1600 Traffic Impact and/or North East Impact Fees (the "TIF Funds") to STA for use of the purchase of SolanoExpress buses.

B. Payment of the TIF Funds to STA shall be made in accordance with the following:

1) City shall make annual payments to STA as outlined herein. Payments shall be made no later than September 15 and shall cover the prior City fiscal year, which runs from July 1 to June 30. The first payment of Fairfield TIF shall be made by September 15, 2015.

2) Payment shall be calculated initially in four installments over four years. Therefore, the initial estimate is that each payment shall be in the amount of \$314,913.25 (\$1,259,653/4).

3) If City is unable to make a payment or any portion thereof in any fiscal year, the unpaid balance shall roll over to the subsequent year.

4) City shall create a reserve to set aside Fairfield TIF for this repayment obligation equal to one year's worth of payments as outlined in B.2 above.

C. Payments by the City pursuant to this Agreement shall be limited exclusively to the City's AB1600 TIF and Northeast TIF Funds and shall not become an obligation of the General Fund or any other City fund. To the extent that City is unable to repay its share as set forth in this Article 3, STA reserves the right to direct future discretionary regional STP funds ("Federal Surface Transportation Program Funds" or "STP") to satisfy the City's obligation.

D. City agrees to submit the necessary documentation to support the claim for the TDA funding and will comply with all applicable federal and state laws and regulations regarding documentation and invoicing to demonstrate eligibility of reimbursement utilizing TDA funds.

#### **ARTICLE 4 STA OBLIGATIONS**

A. STA shall take all actions reasonably necessary to cause the \$1,259,653 to be allocated to City for the Base Project.

B. STA shall make the repayment funds of \$1,259,653 available for SolanoExpress bus replacement starting in FY 2018-19. STA agrees the \$2.3 million of scope transferred to the Jepson Parkway Project will be funded through the STIP funds that are considered a regional contribution for this project.

#### **ARTICLE 5 INDEMNITY**

To the fullest extent permitted by law, STA and City agree to save, indemnify, defend, and hold harmless each other (and their respective Council members, Board members, officers, officials, employees, and agents) from any and all liability, claims, suits, actions, arbitration proceedings, administrative proceedings, and regulatory proceedings, losses, expenses, or any injury or damage of any kind whatsoever, whether actual, alleged or threatened, attorney fees, court costs, and any other costs of any nature without restriction incurred in relation to, as a consequence of, or arising out of, the performance of this Agreement, and attributable to the fault of the other. Following a determination of the percentage of fault and or liability by agreement between the Parties or a court of competent jurisdiction, the Party responsible for liability to the other will indemnify the other Party to this Agreement for the percentage of liability determined.

#### **ARTICLE 6 COMPLIANCE WITH APPLICABLE PROVISIONS OF LAW**

The Parties agree to comply with applicable provisions of California state law, federal law and of any applicable local ordinance, which shall be considered a part of this Agreement as though full set forth.



**ARTICLE 7  
GOVERNING LAW**

This Agreement is entered into in, and shall be governed under the laws of, the State of California.

**ARTICLE 8  
NOTICES**

Notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

STA: Daryl K. Halls, Executive Director  
Solano Transportation Authority  
One Harbor Center, Suite 130  
Suisun City, CA 94585  
Attn: Janet Adams, Director of Projects

City: David White, City Manager  
City of Fairfield  
1000 Webster Street  
Fairfield, CA 94533  
Attn: George Hicks, Director of Public Works

Any notice or demand which may or must be given or made by either Party, under the terms of this Agreement or any statute or ordinance, shall be in writing; and shall be deemed received on: (a) the day of delivery if delivered by hand (including overnight courier service) during receiving Party's regular business hours or by facsimile before or during receiving Party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses set forth above, or to such other addresses as the Parties may, from time to time, designate in writing pursuant to the provisions of this Article, provided the sender obtains and retains records of such postings.

**ARTICLE 9  
GENERAL PROVISIONS**

A. Cooperation; Further Acts

The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

B. Successors and Assigns

This Agreement shall be binding on the successors and assigns of the parties. Neither Party shall assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the other Party. Any

attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

C. Construction; References; Captions

Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not workdays. All references to STA or City include all officers, officials, personnel, employees, and agents of that Party, except as otherwise specified in this Agreement. The captions of the various sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

D. Amendment; Modification

No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

E. Waiver

No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise. The failure of either Party to enforce one or more of the terms or conditions of this Agreement or to exercise any of its rights or privileges, or the waiver by either Party of any breach of such terms or conditions, shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.

F. No Third Party Beneficiaries

There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

G. Invalidity; Severability

If any portion of this Agreement is declared as invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

H. Authority to Enter Agreement

Each Party has all requisite power and City to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and Authority to make this Agreement and bind each respective Party.

I. Counterparts

This Agreement may be signed in counterparts, each of which shall constitute an original.

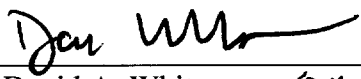
J. Entire Agreement

This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or Agreements.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

City of Fairfield


Solano Transportation Authority

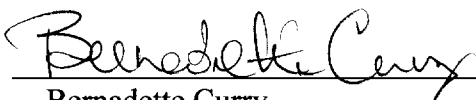
By:   
David A. White *DM*  
City Manager

By:   
Daryl Halls  
Executive Director

Approved as to Form:  
Richards, Watson & Gershon

Approved as to Form:

By:   
Gregory W. Stepanicich  
City Attorney

By:   
Bernadette Curry  
STA Legal Counsel



**First amendment to  
Loan Agreement  
Fairfield/Vacaville Intermodal Station Project**

This First Amendment to the Loan Agreement ("First Amendment") is entered into this \_\_\_\_\_ day of Dec. 2, 2015, between the **City of Fairfield**, a California municipal corporation, having an office at 1000 Webster Street, Fairfield, CA 94533, ("**City**") and **Solano Transportation Authority**, a California joint powers authority, having an office at One Harbor Center, Suite 130, Suisun City, CA 94585, ("**STA**"). City and STA are sometimes individually referred to herein as a "Party" and collectively as "Parties in this First Amendment.

**RECITALS**

- A. The Parties entered into a Loan Agreement, dated December 10, 2014, in which the STA agreed to loan to City \$1,259,653 for the Fairfield/Vacaville Train Station Project.
- B. The actual amount the City requires is \$1,259,623 or \$30 less than stated in the Loan Agreement.
- C. The Parties desire to clarify the actual amount of Loan.

**AGREEMENT**


- 1. All references to the Project shortfall of \$1,259,653 are deleted in their entirety and replaced with \$1,259,623.
- 2. Except as set forth in this First Amendment, all other terms and conditions specified in the Loan Agreement remain in full force and effect.

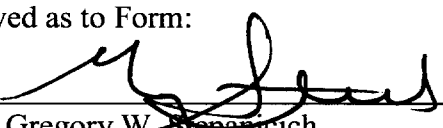
IN WITNESS WHEREOF, the parties have executed this First Amendment on the day, month and year first above written.

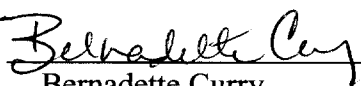
City of Fairfield

Solano Transportation Authority

By:   
David White *WR*  
City Manager

By:   
Daryl Halls  
Executive Director

Approved as to Form:  
By:   
Gregory W. Stepancich  
City Attorney

Approved as to Form:  
By:   
Bernadette Curry  
STA Legal Counsel