

## Regular Council Meeting

June 19, 2025

**FRESNO CITY COUNCIL**



### Supplement Packet

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CITY OF FRESNO  
CITY CLERK'S OFFICE

#### ITEM(S)

**11:30 A.M. (ID 25-911)** - Approve a Cooperative Agreement with the State of California Department of Transportation (Caltrans) for a State Highway Operation and Protection Program (SHOPP) Minor Fund Contribution in the amount of \$1,250,000 for the Midtown Trail Segment 1 Phase II Project; and authorize the Director of Public Works or designee to execute the Cooperative Agreement on behalf of the City. (Council District 7)

**Contents of Supplement:** Staff report, Agreement, Vicinity Map, and Project Overview Map

#### **Supplemental Information:**

Any agenda related public documents received and distributed to a majority of the City Council after the Agenda Packet is printed are included in Supplemental Packets. Supplemental Packets are produced as needed. The Supplemental Packet is available for public inspection in the City Clerk's Office, 2600 Fresno Street, during normal business hours (main location pursuant to the Brown Act, G.C. 54957.5(2)). In addition, Supplemental Packets are available for public review at the City Council meeting in the City Council Chambers, 2600 Fresno Street. Supplemental Packets are also available on-line on the City Clerk's website.

#### **Americans with Disabilities Act (ADA):**

The meeting room is accessible to the physically disabled, and the services of a translator can be made available. Requests for additional accommodations for the disabled, sign language interpreters, assistive listening devices, or translators should be made one week prior to the meeting. Please call City Clerk's Office at 621-7650. Please keep the doorways, aisles and wheelchair seating areas open and accessible. If you need assistance with seating because of a disability, please see Security.

## REPORT TO THE CITY COUNCIL

**FROM:** NICHOLAS D. MASCIA, PE, Assistant City Manager  
Interim Director-Capital Projects Department

SCOTT L. MOZIER, PE, Director  
Public Works Department

**BY:** SCOTT P. SEHM, PE, Assistant Director  
Capital Projects Department, Design Services Division

YUE LEHMAN, Licensed Professional Engineer  
Capital Projects Department, Transportation Project Management Division

## SUBJECT

### ..Title

Approve a Cooperative Agreement with the State of California Department of Transportation (Caltrans) for a State Highway Operation and Protection Program (SHOPP) Minor Fund Contribution in the amount of \$1,250,000 for the Midtown Trail Segment 1 Phase II Project; and authorize the Director of Public Works or designee to execute the Cooperative Agreement on behalf of the City. (Council District 7)

### ..Body

## RECOMMENDATION

Staff recommends that the City Council approve a Cooperative Agreement with the State of California Department of Transportation (Caltrans) for a State Highway Operation and Protection Program (SHOPP) Minor Fund Contribution in the amount of \$1,250,000 for the Midtown Trail Segment 1 Phase II Project (Project) and authorize the Director of Public Works or designee to execute the Cooperative Agreement on behalf of the City of Fresno (City).

## EXECUTIVE SUMMARY

Staff is requesting authorization to execute the agreement to accept Caltrans SHOPP Minor funds. The approval of this agreement will allow the City to accept the \$1,250,000 funding from Caltrans for the Project. The limits of the Midtown Trail Segment 1 Phase II Project are along the south side of Shields Avenue from the Manchester Center entrance intersection to Fresno Street. The scope of the Project includes construction of a paved Class 1 trail with associated signage, striping, and lighting improvements, modifications to the State Route 41 northbound on and off ramps and traffic signal, and curb ramp modifications.

## BACKGROUND

On September 1, 2016, the City Council approved the funding agreement allowing Measure C funds to be used for the design and construction of the Midtown Trail (then referred to as the "Metro Trail"). The Midtown Trail was split into five segments to be designed and constructed as stand-alone projects. The Midtown Trail Segment 1 Project, along Shields Avenue from Blackstone Avenue to Fresno Street is the first segment of the Midtown Trail program, a planned seven-mile pedestrian and cycle multipurpose

trail, which will ultimately provide connectivity between the Fresno Area Express hub at Manchester Center and the Clovis Old Town Trail. The planned corridor follows the Herndon Canal alignment along Shields Avenue, from Blackstone Avenue to Fresno Street (Segment 1), continuing along Shields Avenue from Fresno Street to First Streets (Segment 2), then following Herndon Canal from First Street and Shields Avenue to McKinley Avenue and Millbrook Avenue (Segment 3), along the Mill Creek canal alignment south of McKinley Avenue from Millbrook Avenue to Clovis Avenue (Segment 4), then turning northerly along Clovis Avenue from McKinley Avenue to Shields Avenue (Segment 5).

In the subsequent years, much progress has been made to the trail system, with Segment 5 opening to the public on July 6, 2022, and Segment 2 opening on November 4, 2022. Segment 4 is currently in the late stages of construction with substantial completion scheduled for later this summer. Segment 3, which lies predominantly within Fresno Irrigation District's right-of-way but also crosses into Fresno County jurisdiction, is currently in the design phase with start of construction expected in the Spring of 2026. Segment 1 of the trail system is partially complete, having previously been split into two phases due to funding deadlines, as well as the complexity of the work within Caltrans right-of-way. Completion of the more complex Segments 1 and 3 in 2026 will result in a continuous 7-mile-long trail to be enjoyed by the community.

The decision to phase the design and construction of Segment 1 was made due to funding deadline requirements that forced the start of construction of the segment while the planning and design of the easterly portion of the trail, between the Shields Avenue entrance to Manchester Center and Fresno Street, was still in the early stages of planning and design with Caltrans due to the scope of changes needed at the northbound ramps of State Route 41. The Midtown Trail Segment 1 Phase I consists of a Class 1 trail along the north side of Shields Avenue, from Blackstone Avenue to the Manchester Center entrance intersection; Phase II will continue the trail improvements, crossing Shields Avenue at the Manchester Center intersection and continuing the trail along south side of Shields Avenue to Fresno Street. The first phase was successfully completed in June of 2023 using Active Transportation Program (ATP) grant funding and local Measure C funding. The second phase involves more complex modifications to Caltrans facilities in order to accommodate the trail. The modifications for which Caltrans is contributing Caltrans State Highway Operations and Protections Program (SHOPP) minor program funding include realignment of the northbound loop on-ramp consistent with newer pedestrian-friendly interchange design standards. This funding will only perform improvements within the State Right of Way.

Midtown Trail Segment 1 Phase II Project is currently in Design and Right-of-Way phase with the final plans, specifications, and estimate (PS&E) package nearly ready to advertise for construction. The improvements included in this Project include installation of a new Class I paved trail within the project area, modification of State Route 41 and Shields Avenue southbound on ramp as well as the northbound on ramp and off ramps and traffic signal. Other work includes construction of new ADA-compliant curb ramps, installation of new street lighting, and new signage and striping.

The Project utilizes local Measure C and Measure P funding. Additionally, Caltrans will contribute \$1,250,000 in SHOPP Minor funding to assist the Project with the cost of required improvements within the State's right-of-way.

Staff recommends the City Council authorize the Director of Public Works or designee to sign the Cooperative Agreement on behalf of the City.

The City Attorney's Office has reviewed and approved the Cooperative Agreement as to form.

## **ENVIRONMENTAL FINDINGS**

The Midtown Trail Project was previously determined to be consistent with the densities established by existing zoning, community plan or general plan policies, for which an Environmental Impact Report (EIR) was certified, and therefore was eligible for streamlined environmental review as set forth in California Environmental Quality Act (CEQA) Guideline Section 15183. The City's determination, pursuant to CEQA Guidelines Section 15183 and findings in support of that determination, is reflected in the "Amended and Restated Environmental Assessment No. P20-01778," which was adopted by Council on December 10, 2020. A Notice of Exemption for Environmental Assessment (EA) No. P20-01778 was filed with the Fresno County Clerk on December 16, 2020.

Approval of the Cooperative Agreement between the City of Fresno and Caltrans is to implement Segment 1 of the Midtown Trail Project, which was previously assessed. As described in Environmental Assessment No. P20-01778, Midtown Trail Segment 1 includes modifications to the State Route 41 on and off ramps at Shields Avenue. The proposed approval of the Cooperative Agreement will allow the City to allocate and appropriate funding for completion of this work within Caltrans right of way. This approval, to approve SHOPP funding to complete this portion of the Midtown Trail Segment 1 project, is within the scope of the work contemplated for this Segment 1 of the Midtown Trail. In this way, this approval is contemplated by previously adopted CEQA Guideline Section 15183 determination and no further assessment pursuant to CEQA required at this time.

## **LOCAL PREFERENCE**

Local preference was not implemented because this item does not include a bid or award of a construction or services contract.

## **FISCAL IMPACT**

The Cooperative Agreement will have no impact on the General Fund of City of Fresno.

Attachments:

Agreement

Vicinity Map

Project Overview Map

## **COOPERATIVE AGREEMENT**

### **State SHOPP Minor Fund Contribution**

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

City of Fresno, a body politic and municipal corporation or chartered city of the State of California, referred to hereinafter as CITY.

An individual signatory agency in this AGREEMENT is referred to as a PARTY. Collectively, the signatory agencies in this AGREEMENT are referred to as PARTIES.

### **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 attachments, exhibits, and amendments.
3. AGREEMENT shall have no force or effect until CITY has obtained an encroachment permit from CALTRANS.
4. CITY intends to construct a pedestrian trail across the interchange at State Route 41 and Shields Avenue within the SHS and is referred to herein as PROJECT.
5. CITY will follow the CALTRANS encroachment permit process in order to complete the PROJECT.
6. CALTRANS will pay CITY in the amount of \$1,250,000 from SHOPP Minor funds required for PROJECT.
7. PARTIES hereby set forth the terms, covenants, and conditions for CALTRANS' contribution toward the PROJECT.

### **ROLES AND RESPONSIBILITIES**

8. CITY is responsible for completing all work for the PROJECT.
9. At no cost to CITY, CALTRANS will perform Quality Management Assessment (QMA) to assure CITY's work is performed in accordance with CALTRANS' current policies, procedures, standards, and practices.

### **GENERAL CONDITIONS**

10. All portions of this AGREEMENT, including the RECITALS section, are enforceable.

11. All CALTRANS' obligations and commitments under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, programming and allocation of funds by the California Transportation Commission (CTC).
12. Notwithstanding the terms of this AGREEMENT, PARTIES agree to abide by the funding guidelines for all contributed funds that are programmed and allocated by the CTC.
13. If CITY fails to complete the PROJECT for any reason, CITY shall, at CITY's expense, return the State Highway System right-of-way to its original condition or to a safe and operable condition acceptable to CALTRANS.  
  
If CITY fails to do so, CALTRANS reserves the right to finish the work or place the PROJECT in a safe and operable condition. CALTRANS will bill CITY for all expenses incurred and CITY agrees to pay said bill within forty-five (45) days of receipt.
14. If CITY fails to complete the PROJECT for any reason, CITY will refund the full amount of CALTRANS' contribution.
15. CITY will retain all PROJECT related records for three (3) years after the final voucher.
16. HM-1 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law, whether it is disturbed by the PROJECT or not.  
  
HM-2 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the PROJECT.  
  
The management activities related to HM-1 and HM-2, including and without limitation, any necessary manifest requirements and disposal facility designations are referred to herein as HM-1 MANAGEMENT and HM-2 MANAGEMENT respectively.
17. If HM-1 or HM-2 is found during construction, CITY will immediately notify CALTRANS.
18. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing State Highway System right-of-way. CALTRANS will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.  
  
CALTRANS, independent of the PROJECT, will pay, or cause to be paid, the cost of HM-1 MANAGEMENT related to HM-1 found within the existing State Highway System right-of-way.
19. CITY, independent of the PROJECT, is responsible for any HM-1 found within the PROJECT limits and outside the existing State Highway System right-of-way. CITY will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.  
  
CITY, independent of the PROJECT, will pay, or cause to be paid, the cost of HM-1 MANAGEMENT for HM-1 found within the PROJECT limits and outside of the existing State Highway System right-of-way.
20. CITY is responsible for HM-2 MANAGEMENT within the PROJECT limits.



21. HM-2 MANAGEMENT costs are PROJECT costs.
22. Neither CITY nor any of its officers and employees, are 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 and employees 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.
23. Neither CALTRANS nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CITY under this AGREEMENT. It is understood and agreed that CITY, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees 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 CITY, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
24. If the work performed on this PROJECT is done under contract and falls within the Labor Code section 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771 CITY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY agrees to include prevailing wage requirements in its contracts for public work. Work performed by CITY's own forces is exempt from the Labor Code's Prevailing Wage requirements.  
  
CITY shall require its contractors to include prevailing wage requirements in all subcontracts funded by this AGREEMENT when the work to be performed by the subcontractor is "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY contracts.
25. This AGREEMENT is intended to be PARTIES' final expression and supersedes any oral understanding or writings pertaining to PROJECT.
26. Unless otherwise documented in a maintenance agreement, CITY will maintain all PROJECT improvements.
27. AGREEMENT will terminate upon CALTRANS' acceptance of PROJECT. However, all indemnification and maintenance articles of AGREEMENT will remain in effect until terminated or modified in writing by mutual agreement.

## **INVOICE AND PAYMENT**

28. CITY will submit to CALTRANS monthly invoices for the prior month's actual expenditures.
29. CALTRANS will pay CITY within 45 (forty-five) working days of receipt of invoices.
30. PARTIES agree that the total amount of SHOPP Minor funds paid out to CITY will not exceed \$1,250,000.
31. If the work is funded with state or federal funds, any PARTY seeking CALTRANS reimbursement of indirect costs must submit an indirect cost rate proposal and central service cost allocation plan (if any) in accordance with Local Assistance Procedures Manual, 2 CFR, Part 200 and Chapter 5. These documents are to be submitted annually to CALTRANS' Audits and Investigations for review and acceptance prior to CALTRANS' reimbursement of indirect costs.
32. After PARTIES agree that all work for PROJECT is complete, CITY will submit a final accounting for all costs. Based on the final accounting, CITY will refund or invoice as necessary in order to satisfy the financial commitment of this AGREEMENT.



### **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.

#### **CALTRANS**

Mike Day, Project Manager  
2015 E. Shields Ave., Suite 100  
Fresno, CA 93726  
Office Phone: (559) 383-5247  
Email: [mike.day@dot.ca.gov](mailto:mike.day@dot.ca.gov)

#### **CITY OF FRESNO**

Scott Mozier, Public Works Director  
2600 Fresno Street, 4th Floor  
Fresno, CA 93721  
Office Phone: (559) 621-8811  
Email: [scott.mozier@fresno.gov](mailto:scott.mozier@fresno.gov)

## 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.

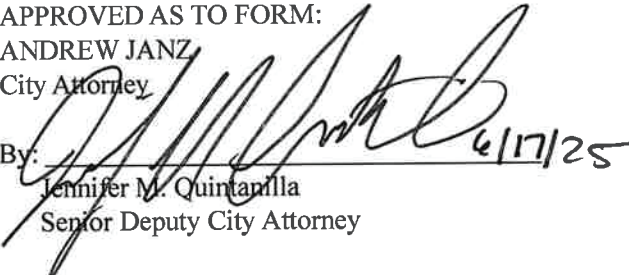
CITY OF FRESNO, a California municipal corporation

STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Scott Mozier, Director  
Public Works Department

By: \_\_\_\_\_  
Michael Navarro  
District Director

APPROVED AS TO FORM:  
ANDREW JANZ  
City Attorney


By:  6/17/25  
Jennifer M. Quintanilla  
Senior Deputy City Attorney

Verification of Funds and Authority:

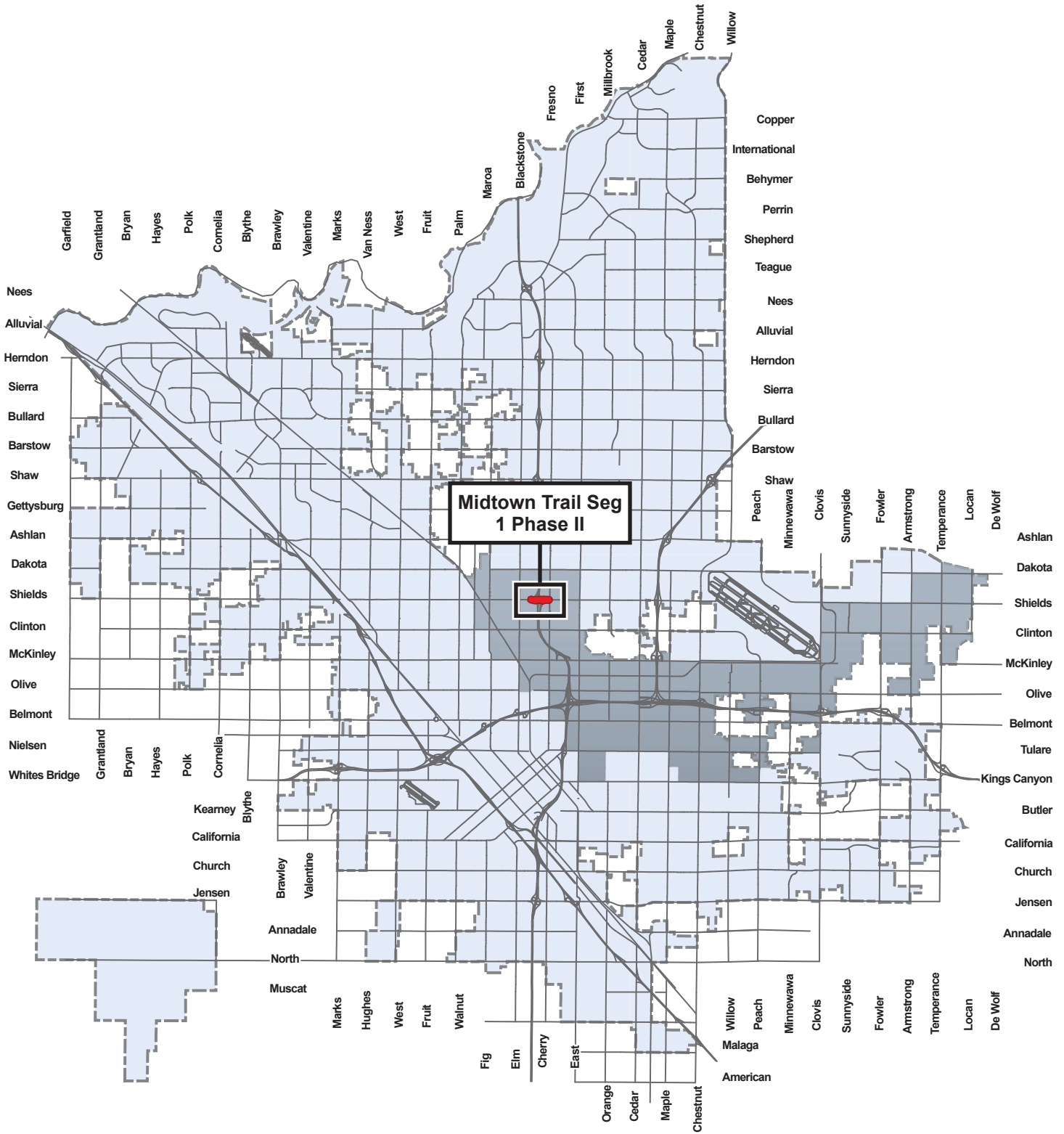
By:   
Claudia Juarez  
District Resource Manager

ATTEST:  
TODD STERMER, MMC  
City Clerk

Certified as to financial terms and policies:

By:   
Darwin Salmos  
HQ Accounting Supervisor

By: \_\_\_\_\_  
Deputy



## VICINITY MAP

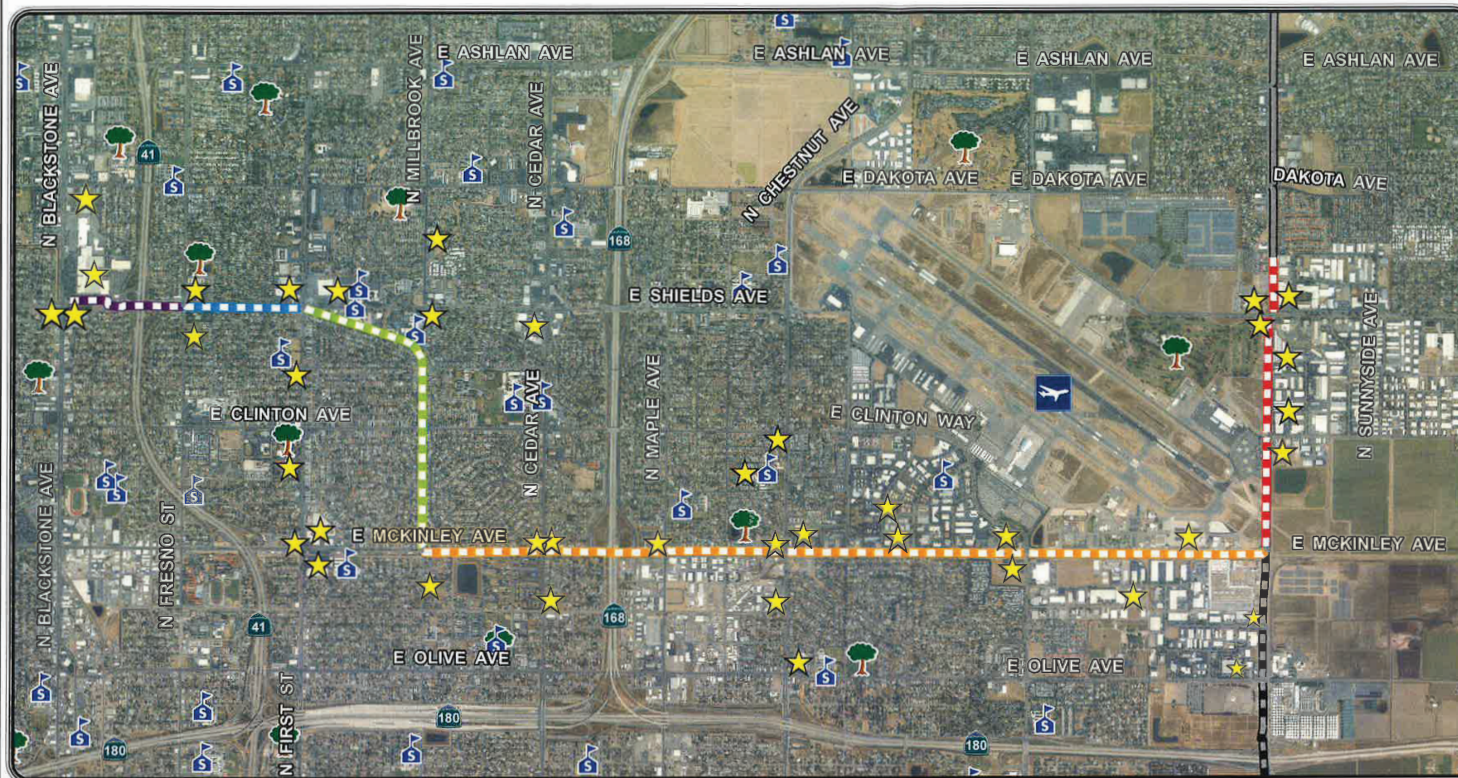
**Midtown Trail Seg. 1  
Blackstone to Fresno  
Phase II**

**Project ID: PW00774  
Council District: 7**

## Legend

- Project Limits
- Project Area
- District 7
- City Limits



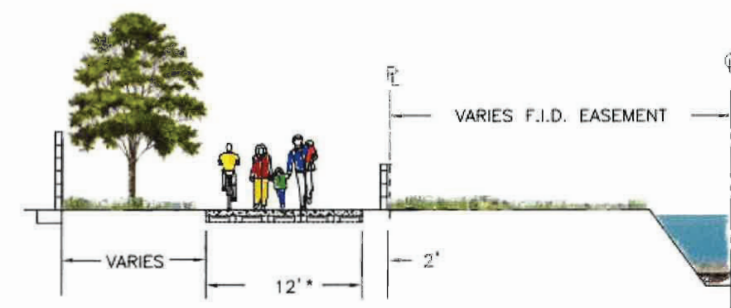


## METRO TRAIL

Blackstone Ave. & Shields Ave.  
to  
McKinley Ave. & Clovis Ave.

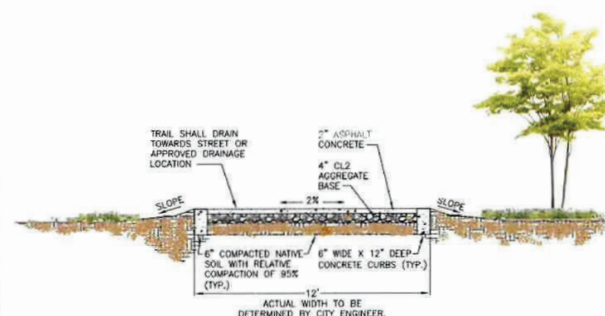
### Legend

- Segment 1: Shields Ave. 0.5 M.
- Segment 2: Shields Ave. 0.5 M.  
under construction Cost Estimate \$705,000
- Segment 3: Herndon Canal 1.35 M.  
Cost Estimate \$2,077,500
- Segment 4: McKinley Ave. 3.5 M.  
Cost Estimate \$3,199,500
- Segment 5: Clovis Ave. 1.25 M.  
Cost Estimate \$2,638,700
- Existing Clovis Old Town Trail north of Shields
- Future Clovis Ave. Trail south of McKinley
- Activity Center
- Fresno Yosemite International Airport
- Fresno School
- Park



\* 12' WHERE FEASIBLE

**TRAIL CROSS SECTION ADJACENT TO CANAL**



**ASPHALT MULTIPURPOSE TRAIL**

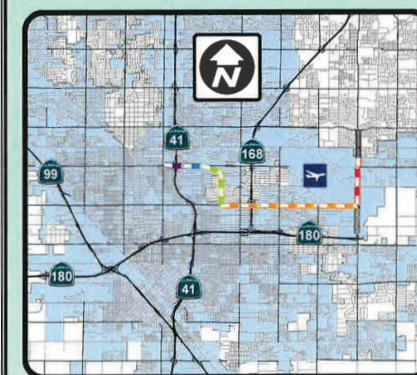


Exhibit A