

CITY OF WEST SACRAMENTO  
REGULAR MEETING OF THE WEST SACRAMENTO CITY COUNCIL AND  
WEST SACRAMENTO REDEVELOPMENT SUCCESSOR AGENCY & WEST SACRAMENTO FINANCING AUTHORITY  
APRIL 19, 2017 AGENDA

Christopher L. Cabaldon, Mayor

Mark F. Johannessen, Mayor Pro Tem  
Christopher T. Ledesma, Council Member

Beverly A. Sandeen, Council Member  
Quirina Orozco, Council Member

Martin Tuttle, City Manager  
Jeffrey Mitchell, City Attorney

6:00 PM Closed Session – See attached agenda  
7:00 PM Pledge of Allegiance

***Anyone wishing to address the Council, or any agenda item, should fill out the Request to Speak card and present it to the City Clerk prior to the completion of staff presentation. Items on the Consent Agenda will be considered in one motion and the card should be turned in prior to the first item on Consent.***

**GENERAL ADMINISTRATION FUNCTION – PART I**

- 1A. PRESENTATIONS BY THE PUBLIC ON MATTERS NOT ON THE AGENDA WITHIN THE JURISDICTION OF THE COUNCIL.**  
The Council is prohibited from discussing issues not on the agenda brought to them at this time. According to State Law (the Brown Act), items must first be noticed on the agenda before any discussion or action.
  
- 1B. COUNCIL COMMUNICATIONS / ASSIGNMENTS**
  - Age-Friendly Communities Task Force ----- Sandeen, Johannessen
  - Align Capital Region ----- Cabaldon
  - Bikeshare Policy Steering Committee ----- Cabaldon
  - City/County 2x2 ----- Sandeen, Orozco
  - City/School 2x2 ----- Orozco, Cabaldon
  - Delta Protection Commission ----- Cabaldon; Alternate - Ledesma
  - Executive Commission for the Homeless 10-Year Plan ----- Johannessen
  - EIFD Public Financing Authority ----- Ledesma, Cabaldon, Sandeen
  - Local Agency Formation Commission ----- Sandeen
  - Port District Commission ----- Ledesma; Johannessen; Sandeen; Cabaldon; Alternate - Orozco
  - Regional Water Authority ----- Orozco
  - River City Regional Stadium Financing Authority ----- Cabaldon, Orozco
  - Sacramento Area Council of Governments (SACOG) ----- Cabaldon; Alternate - Ledesma
  - Sacramento Regional County Sanitation District Board ----- Orozco; Alternate - Sandeen
  - Streetcar Policy Steering Committee ----- Cabaldon; Ledesma; Alternate - Orozco
  - Successor Agency Oversight Board ----- Cabaldon
  - Universal Preschool for West Sacramento Executive Board ----- Orozco
  - Water Resources Association ----- Sandeen
  - West Sacramento Area Flood Control Agency JPA ----- Sandeen; Alternate - Ledesma
  - West Sacramento Housing Development Corporation Liaison ----- Johannessen
  - Yolo County Children's Alliance ----- Orozco
  - Yolo County Housing Authority ----- Johannessen
  - Yolo County Transportation District ----- Ledesma; Alternate - Sandeen
  - Yolo Habitat Conservancy ----- Ledesma; Alternate - Orozco
  - Yolo-Solano Air Quality Management District ----- Johannessen; Alternate - Vacant
  
- 1C. COUNCIL APPOINTMENTS, REAPPOINTMENTS, REMOVALS TO/FROM CITY AND NON-CITY BOARDS AND COMMISSIONS**  
Arts, Culture & Historic Preservation Commission; Environment & Utilities Commission; Planning Commission, Board of Appeals

***If you need special assistance to participate in this meeting, please contact the City Clerk's Office, 617-4500. Notification of at least 48 hours prior to the meeting will assist staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting. Assisted listening devices are available at this meeting.***

## PRESENTATIONS

2. **CITY MANAGER**  
PRESENTATION OF PROCLAMATION HONORING MAY 4, 2017 AS THE BIG DAY OF GIVING LED BY THE SACRAMENTO REGION COMMUNITY FOUNDATION. (BERLIN)

## CONSENT AGENDA

3. **ADMINISTRATIVE SERVICES/FINANCE**  
CONSIDERATION OF RESOLUTION 17-13 AMENDING THE BOOK OF FEES RELATED TO PARKING METER AND OFF-STREET PARKING FACILITY RATES; RESOLUTION 17-20 ESTABLISHING THE BRIDGE DISTRICT MONTHLY PARKING ZONE; AND SECOND READING AND ADOPTION OF UNCODIFIED ORDINANCE 17-4 AMENDING THE MUNICIPAL CODE CONCERNING PARKING METER RATES. (WRIGHT)
- Comment:** A second reading and adoption of Ordinance 17-4 will establish parking meter rates in the Bridge district incorporating the Council's direction to implement a new parking rates, and rates for the 5<sup>th</sup> and Bridge parking lot. Approval is requested to adopt Resolution 17-13 adding parking fees to the Book of Fees, and Resolution 17-20 establishing a monthly parking zone in the Bridge District.
4. **COMMUNITY DEVELOPMENT/CODE ENFORCEMENT**  
CONSIDERATION OF SECOND READING AND ADOPTION OF ORDINANCE 17-5 AMENDING CHAPTER 8.03.070 OF THE MUNICIPAL CODE CONCERNING HOTEL INSPECTIONS. (HAMILTON)
- Comment:** The current hotel inspection process has been instrumental in regulating the minimum operating and habitability standards set forth in Municipal Code Chapter 8.03. Ordinance 17-5 amends Chapter 8.03.070 of the Code to formally identify and recognize the Hotel Inspection Program and implement a pass/no pass evaluation.
5. **COMMUNITY DEVELOPMENT/DEVELOPMENT ENGINEERING**  
CONSIDERATION OF A NON-EXCLUSIVE LEASE OF CITY-OWNED CONDUIT TO CONSOLIDATED COMMUNICATIONS INCORPORATED. (HAMILTON)
- Comment:** This lease agreement would allow for the installation of fiber optic cable into City owned communication conduit on 5<sup>th</sup> Street, the Mike McGowan Bridge, and Village Parkway that will serve several cell towers located on the City's east side.
6. **COMMUNITY DEVELOPMENT/DEVELOPMENT ENGINEERING**  
CONSIDERATION OF RESOLUTION 17-34 ANNOUNCING THE CITY'S INTENTION TO ABANDON A PORTION OF A PUBLIC UTILITY EASEMENT LOCATED AT 130 4<sup>TH</sup> STREET. (HAMILTON)
- Comment:** This item announces the City's intention to abandon a 2-foot wide portion of a 5-foot wide public utility easement located at 130 4<sup>th</sup> Street. The portion to be abandoned has no improvements constructed within it. The abandonment is being requested by the property owner.
7. **COMMUNITY DEVELOPMENT/DEVELOPMENT ENGINEERING**  
CONSIDERATION OF RESOLUTION 17-35 ACCEPTING FOUR SEPARATE OFFERS OF DEDICATION FOR PUBLIC DRAINAGE EASEMENTS LOCATED WITHIN THE RIVERS SUBDIVISION. (HAMILTON)
- Comment:** This item seeks acceptance of four drainage easements located on Lots 24, 25, 30, and 31 of Final Map 3953, "Lighthouse Marina and Country Club," which is now a part of the Rivers Subdivision. Said easements will be consistent with previously constructed public drainage improvements that did not have proper easements.
8. **ECONOMIC DEVELOPMENT & HOUSING**  
CONSIDERATION OF AGREEMENT WITH GLOBAL SIGNAL ACQUISITIONS IV, LLC FOR LEASE OF 826 WEST CAPITOL AVENUE FOR TEMPORARY WIRELESS COMMUNICATIONS FACILITIES. (LAUREL)
- Comment:** The City needs the Tower Court property for the construction of 7th Street and other improvements by July 2017. A portion of the Tower Court development site located at 811 and 815 West Capitol Avenue was leased to AT&T for a cell tower in 1997 (now managed by Global Signal Acquisitions IV, LLC). In order to relocate without compromising service, Global Signal Acquisitions IV, LLC requires an adjacent temporary site under lease with the City.
9. **FIRE**  
CONSIDERATION OF RESOLUTION 17-36 DECLARING LISTED LOTS A HAZARD AND SCHEDULING A PUBLIC HEARING TO CONSIDER OBJECTIONS TO WEED ABATEMENT. (HEILMANN)
- Comment:** The Weed Abatement Program is a proactive approach to reduce the risk of vegetation fires. This year the program provides for weed abatement by the contractor to commence on May 18. The total annual contract has historically been under \$30,000. This item adopts a resolution declaring the listed lots a hazard and sets a public hearing at the May 10, 2017 City Council meeting to consider objections to the proposed removal of weeds.

10. **PARKS & RECREATION**  
CONSIDERATION OF APPROVAL OF STREAMBED ALTERATION AGREEMENT BETWEEN THE CITY AND THE CALIFORNIA DEPARTMENT OF FISH & WILDLIFE FOR ROUTINE MAINTENANCE AND VEGETATION MANAGEMENT. (C. TUTTLE)  
**Comment:** The City's Parks and Recreation Department is responsible for maintaining multiple City-owned properties located adjacent to the Sacramento River, north of Interstate 50. The purpose of this report is to seek Council approval of a Streambed Alteration Agreement between the City and California Department of Fish and Wildlife (CDFW) to facilitate routine maintenance and vegetation management on these properties.
11. **PARKS & RECREATION**  
CONSIDERATION OF RECREATION USES AS PART OF THE SOUTHPORT LEVEE PROJECT. (C. TUTTLE)  
**Comment:** In September 2016, the City Council approved moving forward with actions to plan and implement the Regional Trails Initiative. The purpose of this report is to seek Council direction on preparing a feasibility study, as part of the Regional Trails Initiative, to analyze potential Class 1 bike path alignments in conjunction with other potential recreation opportunities that could be integrated with the existing plan for the Southport Levee Project.
12. **PARKS & RECREATION**  
CONSIDERATION OF ISSUANCE OF A REQUEST FOR PROPOSALS FOR THE PARKS AND OPEN SPACE MASTER PLAN UPDATE. (C. TUTTLE)  
**Comment:** The Parks and Open Space Master Plan was included as a high priority Management Agenda action in 2017. The purpose of this report is to provide Council with an update on the action and request Council's approval to issue a Request for Proposals for the Parks and Open Space Master Plan Update.
13. **POLICE**  
CONSIDERATION OF THE 2017 FIRST QUARTER REPORT ON 21<sup>ST</sup> CENTURY POLICING. (MCDONALD)  
**Comment:** Per Council request, the Police Department has been reporting the City's crime data quarterly and the statistical data and analysis associated with the 21<sup>st</sup> Century Policing. The purpose of this report is to provide a quarterly update and elicit City Council input regarding the current and future direction of these efforts.
14. **PUBLIC WORKS/ENGINEERING**  
CONSIDERATION OF APPROVAL OF A CONTRACT FOR CONSTRUCTION ENGINEERING SERVICES WITH GHIRARDELLI ASSOCIATES FOR THE WASHINGTON DISTRICT SUSTAINABLE COMMUNITY INFRASTRUCTURE PROJECT. (ANBIAH)  
**Comment:** The Washington District Sustainable Community Infrastructure Project is part of a \$6.7million state cap-and-trade grant, funded through affordable housing and infrastructure, and intended to jump start new mixed used development in the Washington District. Public Works is requesting utilizing Ghirardelli Associates in assisting staff with the construction support of this project that is planned to start construction this summer.
15. **PUBLIC WORKS/ENGINEERING**  
CONSIDERATION AND APPROVAL OF THE PRE-QUALIFIED LIST FOR ON-CALL PROFESSIONAL LANDSCAPE ARCHITECTURE SERVICES. (ANBIAH)  
**Comment:** The City's practice is to retain pre-qualified landscape architecture firms to provide professional design and other services. The recommended action will replace the current Landscape Architecture On-Call Services List with a new list of qualified providers.
16. **PUBLIC WORKS/TRANSPORTATION**  
CONSIDERATION OF RESOLUTION 17-27 AUTHORIZING SUBMISSION OF GRANT FUNDING APPLICATION FOR THE URBAN GREENING GRANT PROGRAM FOR SYCAMORE TRAIL PHASES 2 & 3. (ANBIAH)  
**Comment:** Staff is seeking City Council authorization to submit a grant application to the California Natural Resources Agency's Urban Greening Grant Program to fund the construction of the Sycamore Trail Phases 2 & 3.
17. **CITY MANAGER**  
CONSIDERATION OF ISSUANCE OF A REQUEST FOR PROPOSALS FOR THE KIDS' HOME RUN BRANDING AND MARKETING. (TUTTLE)  
**Comment:** This action is a result of a recommended action for the implementation of Measure E. The selected vendor will assist with the creation of the Kids' Home Run brand and design portfolio, communications language for outreach materials and social media, website design, pitch deck creation for soliciting philanthropic donors, as well as creating outreach materials for use by the City and our administering partners.
18. **CITY MANAGER**  
CONSIDERATION OF OPPOSE POSITION ON ASSEMBLY BILL 1250 (JONES-SAWYER) RELATED TO STATE LIMITATIONS ON CITIES AND COUNTIES CONTRACTING FOR SERVICES. (BERLIN)

**Comment:** The purpose of this report is to facilitate the Council's consideration of an oppose position on Assembly Bill 1250 (Jones-Sawyer), which would place substantial limitations on the ability of cities and counties to contract for professional services.

19. **CITY MANAGER/CITY CLERK**  
CONSIDERATION OF APPROVAL OF THE MINUTES OF THE MARCH 29, 2017 SPECIAL AND APRIL 5, 2017 REGULAR CITY COUNCIL MEETINGS. (RANKIN)

### TIME-SET (approximately 7:30 pm)

20. **PUBLIC WORKS/ENVIRONMENTAL**  
PUBLIC HEARING AND CONSIDERATION OF RESOLUTION 17-28 AUTHORIZING EXECUTION OF THE JOINT EXERCISE OF POWERS AGREEMENT ESTABLISHING THE YOLO SUBBASIN GROUNDWATER AGENCY. (ANBIAH)

**Comment:** The Sustainable Groundwater Management Act requires that the City of West Sacramento become, or participate in, a Groundwater Sustainability Agency. Participating in the proposed Joint Exercise of Powers Agreement establishing the Yolo Subbasin Groundwater Agency will fulfill this requirement for the City.

**Recommendation:** It is respectfully recommended that the Council: 1) Hold a public hearing on Resolution 17-28 authorizing the City to enter into a Joint Exercise of Powers Agreement establishing the Yolo Subbasin Groundwater Agency; and 2) Adopt Resolution 17-28 authorizing the City to enter into a Joint Exercise of Powers Agreement establishing the Yolo Subbasin Groundwater Agency; and 3) Authorize the City Manager to approve the final JPA exhibits provided there are no material changes.

### REGULAR AGENDA

21. **ADMINISTRATIVE SERVICES/FINANCE**  
WORKSHOP ON THE WATER AND SEWER CONNECTION FEES. (WRIGHT)

**Comment:** The City is completing the update to the City's Water and Sewer System Master Plans, and in addition to updating rates for current users, the City will also be updating its connection fees for new development. This is the first of two workshops to outline the framework and policy considerations for updating connection fees.

**Recommendation:** It is respectfully recommended that the City Council receive and accept a report on the water and sewer connection fee update process.

22. **ECONOMIC DEVELOPMENT & HOUSING**  
WORKSHOP ON THE CITY CORPORATION YARD RELOCATION PROJECT. (LAUREL)

**Comment:** Kappe Architects has completed programming and approximately 80% schematic design for new City Corporation Yard facilities at 4300 West Capitol Avenue. This workshop will summarize the current status of the Corporation Yard project and offer design, phasing, and financing options for Council's consideration.

**Recommendation:** It is respectfully recommended that the City Council receive staff's presentation and provide direction and comments to guide the next steps in the design, construction phasing, and financing of the Corporation Yard project.

23. **PUBLIC WORKS/TRANSPORTATION**  
WORKSHOP ON WEST SACRAMENTO TRANSIT PILOT PROJECTS AND MOBILITY ACTION PLAN (MAP). (ANBIAH)

**Comment:** Staff is seeking City Council direction on three transit initiatives to create more efficient and attractive transit services for West Sacramento. The initiatives are; the service level for the Downtown Shuttle Pilot Transit Project, direction on a Flexible Transportation Service, and the Mobility Action Plan.

**Recommendation:** It is respectfully recommended that the City Council: 1) Receive staff's presentation and conduct workshop on the Mobility Action Plan (MAP) and Pilot Projects; 2) Select a level of service for the Pilot 1 Downtown Shuttle and direct staff to implement Pilot 1 in partnership with Yolo County Transportation District (YCTD); and 3) Authorize staff to release a Request for Proposals (RFP) for professional services for the Pilot 2 Flexible Transportation Service.

### ADMINISTRATIVE FUNCTION – PART II

24. A. Council Calendar  
B. City Manager Report  
C. City Attorney Report  
D. Staff Direction from City Council Members  
E. Future Agenda Item Requests by Council  
F. Adjourn

**CITY OF WEST SACRAMENTO  
REGULAR MEETING OF THE WEST SACRAMENTO CITY COUNCIL AND  
WEST SACRAMENTO REDEVELOPMENT SUCCESSOR AGENCY & WEST SACRAMENTO FINANCING AUTHORITY  
APRIL 19, 2017 CLOSED SESSION AGENDA**

Christopher L. Cabaldon, Mayor

Mark F. Johannessen, Mayor Pro Tem  
Christopher T. Ledesma, Council Member

Beverly A. Sandeen, Council Member  
Quirina Orozco, Council Member

Martin Tuttle, City Manager  
Jeffrey Mitchell, City Attorney

6:00 PM      Call to Order

**1. CITY ATTORNEY**

**Conference with Legal Counsel** – Significant Exposure to Litigation - GC §54956.9(b): 1

**2. CITY ATTORNEY**

**Conference with Real Property Negotiator** – GC §54956.8

**Negotiating Parties:** Mark Zollo (City); Jeff Hodsen (Consolidated Communications Inc.)

**Property:** City conduit along 5<sup>th</sup> Street in Bridge District, Mike McGowan Bridge, and Village Parkway just south of Locks Drive

**Under Negotiation:** Price and Terms

**3. CITY ATTORNEY**

**Conference with Labor Negotiator** – GC § 54957.6

**Agency Negotiator:** Phil Wright

**Employee Organization:** Firefighters' Association/Local 522; Police Officers' Association; Management Group; Specialists & Professionals; Confidential

**The meeting will be held at City Hall, City Council Chambers, 1110 West Capitol Avenue, West Sacramento**

I, Kryss Rankin, City Clerk, declare under penalty of perjury that the foregoing agenda for the April 19, 2017 regular and closed session meetings of the West Sacramento City Council, Redevelopment Successor Agency and Financing Authority was posted April 14, 2017 in the office of the City Clerk, 1110 West Capitol Avenue, West Sacramento, CA and was available for public review.

  
Kryss Rankin, City Clerk

**NOTE:** If you challenge the nature of a proposed action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the public hearing.

**All public materials related to an item on this agenda submitted to the City Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office at 1110 West Capitol Avenue during normal business hours. Any document provided at the meeting by staff will also be available to the public. Any document provided at the meeting by the public will be available the next business day following the meeting.**

**City Council meetings are broadcast live on AT&T Channel 99 and Wave Cable Channel 20, and rerun the next day at 12:00 pm and the following Saturday at 6:00 pm. The agenda and agenda reports are also available on the City's website at [www.cityofwestsacramento.org](http://www.cityofwestsacramento.org).**

MEETING DATE: April 19, 2017

ITEM # 2

**SUBJECT:**

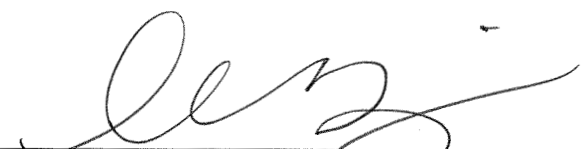
**CONSIDERATION OF PROCLAMATION RECOGNIZING MAY 4, 2017 AS THE BIG DAY OF GIVING IN WEST SACRAMENTO**

**INITIATED OR REQUESTED BY:****REPORT COORDINATED OR PREPARED BY:**

Paul Hosley, Communications Officer

[X] Council [ ] Staff

[ ] Other

  
 Amanda Berlin, Assistant City Manager

ATTACHMENT [X] Yes [ ] No

[ ] Information

[ ] Direction

[X] Action

**OBJECTIVE**

The objective of this report is to formally support a regional non-profit awareness and donation program.

**RECOMMENDED ACTION**

It is respectfully recommended that the City Council adopt a proclamation recognizing May 4, 2017 as the BIG Day of Giving in West Sacramento.

**BACKGROUND**

The Sacramento BIG Day of Giving (BIG DoG) is scheduled for May 4, 2017. During a 24-hour period, a giving challenge will be held benefitting more than 600 regional non-profit agencies, including 79 in Yolo County.

Participating West Sacramento non-profits include:

BRIGHT Children International  
 Bryte and Broderick Community Action Network Inc.  
 Creating Opportunities for Educational Development COED  
 Creative Living Options Endowment  
 Health Education Council  
 River City Rowing Club  
 Rural Community Assistance Corporation  
 Sacramento Traditional Jazz Society (STJS)  
 Shores of Hope  
 West Sacramento Friends of the Library

The BIG Day of Giving is hosted and organized by the Sacramento Region Community Foundation and its affiliates.

**ANALYSIS**

Beginning at midnight on May 4, 2017, donors will be asked to log onto [www.bigdayofgiving.org](http://www.bigdayofgiving.org) and make a donation to any participating non-profits. All donations made online during the BIG DoG will be boosted from a pool of local and national matching funds. Prize challenges throughout the day will give non-profits a chance to win additional money.

**Commission Recommendation**

N/A

**Strategic Plan Integration**

Supporting the BIG Day of Giving and local non-profit organizations promotes the City's vision of a vibrant community where you can live, work, and play.

**Alternatives**

N/A

Coordination and Review  
N/A

Budget/Cost Impact  
N/A

**ATTACHMENT**

1. Proclamation

PROCLAMATION  
OF THE WEST SACRAMENTO CITY COUNCIL  
RECOGNIZING MAY 4, 2017 AS  
THE BIG DAY OF GIVING IN WEST SACRAMENTO

WHEREAS, May 4<sup>th</sup> 2017 is the Big Day of Giving in our region;

WHEREAS, the Big Day of Giving, a 24-hour giving challenge starting at midnight and ending at 11:59 pm on May 4<sup>th</sup>, aims to raise millions in unrestricted funds for 600 nonprofits across the region, including 79 in Yolo County and 10 based in West Sacramento, while engaging 30,000 donors;

WHEREAS, the Big Day of Giving is led by Sacramento Region Community Foundation and its affiliates, and supported by many partner organizations region-wide;

WHEREAS, the Big Day of Giving provides an opportunity to promote and advance philanthropy and giving, and offer a vehicle for many charitable donors to support the causes they care about;

WHEREAS, the Big Day of Giving participating nonprofits must successfully complete a rigorous and transparent process of creating a profile on GivingEdge, the region's first philanthropic online resource, sharing information about finances, governance, programs, management, and specific needs to be eligible to participate;

WHEREAS, the Big Day of Giving's participating nonprofits are a large economic engine that offer opportunities for giving, volunteerism, and community involvement that enhance community life and make our region a better place to live;

WHEREAS, the Big Day of Giving's participating nonprofits develop their own marketing campaigns to encourage donors and new donors to give to them, using multiple communications and social media channels;

WHEREAS, the Big Day of Giving has enlisted many partners to provide prize challenges that make donations go further and motivate donors to give and nonprofits to compete for prize challenges;

WHEREAS, the Big Day of Giving has enlisted many outreach and business partners to act as ambassadors to help publicize the event and encourage the community-at-large to give.

NOW, THEREFORE, BE IT HEREBY PROCLAIMED that the City Council of the City of West Sacramento does hereby recognize May 4, 2017 as the Big Day of Giving to raise the level of philanthropy in the region, as led by the Sacramento Region, Placer, and Yolo Community Foundations.

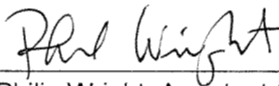
PASSED AND ADOPTED by the City Council of the City of West Sacramento on the 19<sup>th</sup> day of April, 2017

ATTEST:

\_\_\_\_\_  
Christopher L. Cabaldon, Mayor

\_\_\_\_\_  
Kryss Rankin, City Clerk



MEETING DATE: April 19, 2017		ITEM # 3	
<b>SUBJECT:</b> <b>CONSIDERATION OF RESOLUTION 17-13 AMENDING THE BOOK OF FEES RELATED TO PARKING METER AND OFF-STREET PARKING FACILITY RATES; RESOLUTION 17-20 ESTABLISHING THE BRIDGE DISTRICT STREET MONTHLY PARKING ZONE; AND CONSIDERATION OF SECOND READING AND ADOPTION OF UNCODIFIED ORDINANCE 17-4 CONCERNING PARKING METER RATES</b>			
<b>INITIATED OR REQUESTED BY:</b> <input type="checkbox"/> Council <input checked="" type="checkbox"/> Staff  <input type="checkbox"/> Other		<b>REPORT COORDINATED OR PREPARED BY:</b> Paul Blumberg, Public Finance Manager Chris Dougherty, Transportation Program Specialist   Philip Wright, Assistant City Manager-Administrative Services	
ATTACHMENT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Information	<input type="checkbox"/> Direction <input checked="" type="checkbox"/> Action

**OBJECTIVE**

This report provides sufficient information for the City Council to consider actions to adopt parking meter rates, amend the Book of Fees, and approve establishment of an on-street parking zone in the Bridge District.

**RECOMMENDED ACTION**

It is respectfully recommended that the City Council:

1. Conduct a second reading by title only and adopt uncodified Ordinance 17-4 to establish parking meter rates, including amendments made prior to the first reading to, among other changes, 1) provide a daily parking rate of \$10, and 2) provide a Monthly Parking Zone rate based on the monthly off-street parking facility rate, plus \$20 to cover the added costs of administering the Monthly Parking Zone.
2. Consider adoption of Resolution 17-13 amending the City of West Sacramento Book of Fees to establish parking meter rates and rates for monthly off-street parking; and
3. Consider adoption of Resolution 17-20 establishing the Bridge District Monthly Parking Zone in the Bridge District.

**BACKGROUND**

On April 5, 2017, the City Council considered a first reading of Ordinance 17-4 which would establish parking meter rates in the Bridge District, conducted the continued public hearing on Resolution 17-13 considering the amendment of the Book of Fees to include parking meter and public parking facility rates, and considered Resolution 17-20 establishing a Monthly Parking Zone in the Bridge District.

At that meeting, prior to the first reading of Ordinance 17-4, the City Council incorporated a number of changes into the ordinance and resolutions, described under the "analysis" section below.

The City Council also opened and closed the public hearing on Resolution 17-13. There was no public comment on the Book of Fees amendment during the hearing.

**ANALYSIS**

As noted above, at the April 5 meeting the Council added a number of changes that were incorporated into Ordinance 17-4 prior to the first reading, as well as made changes to Resolutions 17-13 and 17-20, including:

**Parking Lot and Monthly Parking Zone Rates:**

For residents who previously participated in the expiring residential permit program, the increase in annual parking expense can be a hardship, and a transitional rate structure is being proposed to phase in pricing for parking within the newly constructed public parking facility at 5th and Bridge Streets. Council recommended that the full rate be phased in over four years, rather than 18 months as had been proposed by staff. This is not anticipated to have negative budgetary impacts since project O&M costs will be covered by the phased rates.

Accordingly, the off-street parking fee schedule attached to Resolution 17-13 was revised to state that the first year's transitional monthly rate will be \$30 through June 30, 2018; a rate of \$40 will be in place July 1, 2018 to June 30, 2019; a \$50 rate will be in place July 1, 2019 to June 30, 2020; and a \$60 rate will be in place

commencing July 1, 2020. The Monthly Parking Zone Rate, which is part of the parking meter rate structure, will be tied to the off-street public parking facility rate. For eligible residents who are allowed to park in the Monthly Parking Zone (in addition to the parking lot), Ordinance 17-4 and the parking meter fee schedule attached to Resolution 17-13 were revised to state there shall be an additional charge of \$20 per month on top of the off-street parking rate charge. This additional cost is imposed to cover costs of managing the Monthly Parking Zone. The increase in the number of Habitat residents permitted to park in the monthly parking zone from 30 to 45 will be reviewed annually to determine the impact on the availability of on-street parking.

A "Daily Parking Rate" was added to Ordinance 17-4 and the parking meter fee schedule attached to Resolution 17-13 were revised to state to allow for daily parking in the off-street parking facilities. The daily rate shall be \$10 except for when the Special Event Rate is in effect, in which case the daily rate would be the Special Event Rate. Unlike the Visitor Rate, the Daily Rate would not be limited in its allowance, and can accommodate the needs of employees and other all day visitors.

In addition, language was deleted from Ordinance 17-4 and Resolution 17-20 which would have established restrictive eligibility criteria for the Monthly Parking Zone. Instead, City staff will work with the Habitat property owner to coordinate distribution of the 45 Monthly Parking Zone permits.

#### Visitor Parking Rate

In recognizing that residents may have the need for short term parking for contractors or other service providers, Ordinance 17-4 and the parking meter fee schedule attached to Resolution 17-13 were revised to state that the parking meter program would include a code for residents to use for their visitors, limited to twice a month, at a rate of \$5. This would allow for parking in the 5th and Bridge parking lot for up to 10 hours to accommodate these short term needs. The City Manager may need to establish an administrative policy to implement the Resident Visitor program.

#### **Second Reading of Ordinance 17-4**

Staff is recommending that the City Council conduct a second reading of revised Ordinance 17-4, included as an attachment to this report. In addition to establishing parking rates for 1) a base rate, 2) a tiered-rate structure, 3) a visitor rate, 4) a daily rate, and 5) special event rates, Ordinance 17-4 includes parameters for the Council to establish by resolution defined on-street monthly parking zones. The Council conducted a first reading of the ordinance on April 5, with several changes added at the meeting, discussed above.

#### **Revised Resolution 17-13**

The resolution amending the City Book of Fees has been updated to reflect the parking meter rates as stated in Ordinance 17-4.

#### **Revised Resolution 17-20 Establishment of the Bridge District Monthly Parking Zone**

Revised Resolution 17-20 would establish a Monthly Parking Zone for use by the Habitat apartment buildings (the Bridge District Monthly Parking Zone). (See Exhibit A to attached Resolution 17-20 for boundary map.) Per the resolution, up to 45 Habitat resident vehicles may be issued by the City Manager, or his designee, which may be the Habitat property owner, to permit on-street parking. The Council will provide for an annual review of the monthly parking zone and the availability of on-street parking for non-resident visitors.

#### Commission Recommendation

Not applicable

#### Strategic Plan Integration

The proposed actions recommended as part of this report aid in the creation of vibrant neighborhoods.

#### Alternatives

As an alternative to the recommended action, the Council could modify the recommendation in one or more of the following ways:

1. Further Modify the proposed "transitional" monthly parking rate to something more or less than what is proposed. This is not recommended since the City Council has already extended the phased in period and lowered parking rates in the off-street lot.
2. Further extend the on street residential parking permits now set to expire June 30, 2017. This alternative is not being recommended because of the impact residential parking permits would have on the availability of on street parking to Drake's, the Barn, Garden Street Park, and the River Walk Trail.

3. Modify the language associated with Resolution 17-20 related to the establishment of the Bridge District Monthly Parking Zone to include Riverfront and Garden Streets. This is not recommended since the Monthly Parking Zone has been significantly modified from what was originally proposed.
4. Not approve staff's recommendation. This option would be an alternative if the City Council directs substantial revisions to what has been recommended.

#### Coordination and Review

This staff report was coordinated with and reviewed by the City's Public Works Department, Economic Development Department, the City Attorney's Office, and the City Manager's Office.

#### Budget/Cost Impact

Acquisition and installation of the parking meters in the amount of \$300,000 was approved on October 19, 2016 and has been budgeted in CIP work order #14029. The total cost for construction of the 5<sup>th</sup> and Bridge Parking lot in the amount of \$1,976,768 which has been budgeted in CIP work order #52061. Future operations of both the off street parking lot and parking meter program is intended to be part of a parking enterprise program where associated parking revenues cover capital and operating expenses. The actions recommended in this report are intended to achieve that objective. It should be noted that whenever revenue programs fall short, the burden can shift to the General Fund and use of general tax revenues.

#### **ATTACHMENTS**

1. Resolution 17-13
2. Resolution 17-20
3. Ordinance 17-4

**RESOLUTION 17-13**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST SACRAMENTO  
AMENDING THE BOOK OF FEES TO ADOPT FEES FOR PARKING METERS & MONTHLY  
OFF STREET PUBLIC PARKING FACILITIES**

**WHEREAS**, the City Council has the authority to establish fees or service charges which do not exceed the reasonable cost of enforcing regulatory activities or providing product or service; and

**WHEREAS**, it is anticipated that on April 19, 2017, the City Council will adopt uncodified Ordinance 17-4 establishing parking meter rates; and

**WHEREAS**, the City Council is constructing the first off street public parking facility in the Bridge District, and is intending to charge monthly parking rates for a portion of the stalls; and

**WHEREAS**, the City Council has exercised this authority by adopting Resolution 89-128 establishing the City of West Sacramento Book of Fees; and

**WHEREAS**, this Book of Fees is amended from time to time to reflect changes in the cost of enforcing regulating activities or providing product or service; and

**WHEREAS**, the City Council wishes to amend the Book of Fees to adopt fees for various City services and permits which more closely relate to actual costs;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of West Sacramento that:

1. The various fee schedules attached as Exhibit A and B hereto and incorporated by reference herein are hereby adopted into the City of West Sacramento Book of Fees.

2. The City Council finds that as required by various government codes, it has held at least one public hearing at which oral or written presentations could be made, as a part of a regularly scheduled meeting, and that notice of the time and place of the meeting, including a general explanation of the matter to be considered, and a statement that the data of this matter is available, was noticed by publication two times over a period of ten days with at least five days intervening between dates of publication, in a newspaper of general circulation in the City; and a first class mailing was made to anyone filing a written request.

3. The City Council hereby finds, based on the information and documents prepared for and presented to the Council to support this action, that the rates, fees, charges and costs approved hereby are for the purpose of and necessary for (a) meeting operating expenses, including employee wage rates and fringe benefits, (b) purchasing or leasing supplies, equipment, or materials, (c) meeting financial reserve needs and requirements, and (d) obtaining funds for capital projects necessary to maintain service within existing service areas and City boundaries.

4. The City Council finds that the fees specified by this Resolution do not exceed the cost of providing the product or service or the regulation for which the fee is levied.

5. The fees and charges adopted herein are to become effective on May 19, 2017, unless otherwise indicated on the fee schedule or provided for in California law.

**PASSED AND ADOPTED** by the West Sacramento City Council this 19th day of April 2017, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

\_\_\_\_\_  
Christopher L. Cabaldon, Mayor

**ATTEST:**

\_\_\_\_\_  
Kryss Rankin, City Clerk

## CITY OF WEST SACRAMENTO

## BOOK OF FEES

Description	Authority	Effective Date
<b>OFF STREET PUBLIC PARKING FACILITY RATES</b>	<b>Ordinance 17-4 Res. 17-13</b>	<b>May 19, 2017</b>

The City of West Sacramento has established off-street public parking facilities in the Bridge District, and Resolution 17-13 established rates for said facilities.

This rate may be adjusted manually by Resolution, on July 1 and commencing July 1, 2018, by the lesser of Local Consumer Price Index (CPI) for the San Francisco-Oakland-San Jose Area for All Urban Consumers or 5% of the amount in effect for the previous Fiscal Year. The CPI used shall be as determined by the Bureau of Labor Statistics from April to April beginning with the period from April 2016 to April 2017.

The off-street parking facility rate is, as follows:

1. Regular Monthly Rate: \$30.00 through June 30, 2018; \$40.00 from July 1 to June 30, 2018; \$50.00 from July 1, 2019 to June 30, 2020, and, \$60.00 commencing July 1, 2020.
2. Parking Facility Subject to Rate: 5<sup>th</sup> and Bridge Parking Lot

## HISTORY:

<u>AUTHORITY</u>	<u>DATE</u>	<u>ACTION</u>
Ord. 17-4	4/19/2017	Adopted
Res. 17-13	4/19/2017	Adopted

## CITY OF WEST SACRAMENTO

## BOOK OF FEES

Description	Authority	Effective Date
<b>PARKING METER RATES</b>	<b>Ordinance 17-4 Res. 17-13</b>	<b>May 19, 2017</b>

On April 19, 2017, the City Council adopted uncodified ordinance 17-4 to establish parking meter rates as authorized by the West Sacramento Municipal Code Section 10.26.060 and California Vehicle Code Section 22508. The following parking meter rates below are effective for parking meter zones established by West Sacramento Municipal Code Section 10.26.010:

This rate may be adjusted manually by Resolution, on July 1 and commencing July 1, 2018, by the lesser of Local Consumer Price Index (CPI) for the San Francisco-Oakland-San Jose Area for All Urban Consumers or 5% of the amount in effect for the previous Fiscal Year. The CPI used shall be as determined by the Bureau of Labor Statistics from April to April beginning with the period from April 2016 to April 2017.

1. Base Meter Rate: \$1.75

2. Tier Based Meter Rate

The tier-based parking rates are as follows:

	Hour 1	Hour 2	Hour 3	Hour 4	Hour 5	Hour 6
1+ meter	\$1.75	\$3.00	\$3.75	\$3.75	\$3.75	\$3.75
2+ meter	\$1.75	\$1.75	\$3.00	\$3.75	\$3.75	\$3.75
3+ meter	\$1.75	\$1.75	\$1.75	\$3.00	\$3.75	\$3.75
4+ meter	\$1.75	\$1.75	\$1.75	\$1.75	\$3.00	\$3.75

1+ meter: Parking up to one hour at Base Meter Hourly Rate before Tier 2 is in effect.

2+ meter: Parking up to two hours at Base Meter Hourly Rate before Tier 2 is in effect.

3+ meter: Parking up to three hours at Base Meter Hourly Rate before Tier 2 is in effect.

4+ meter: Parking up to four hours at Base Meter Hourly Rate before Tier 2 is in effect.

3. Special Event Meter Rate

The special event meter rate shall be in effect two hours prior to and during special events. Payment of the flat rate will allow the vehicle to park until it departs from the space.

**Special Event Meter Rate activation point based on meter type:**

	Hour 1	Hour 2	Hour 3	Hour 4	Hour 5	Hour 6
1+ meter	\$1.75	\$3.00	Special Event Meter Rate			
2+ meter	\$1.75	\$1.75	Special Event Meter Rate			
3+ meter	\$1.75	\$1.75	\$1.75	Special Event Meter Rate		
4+ meter	\$1.75	\$1.75	\$1.75	Special Event Meter Rate		

**1+ Meters** Rates during hour 1 (Tier 1) and hour 2 (Tier 2) shall not change. At hour 3 (Tier 3) rate will be the Special Event Meter flat rate.

**CITY OF WEST SACRAMENTO**

**BOOK OF FEES**

Description	Authority	Effective Date
<b>PARKING METER RATES</b>	<b>Ordinance 17-4 Res. 17-13</b>	<b>May 19, 2017</b>

**2+ Meters** Rates during hour 1 and 2 (Tier 1) shall not change. At hour 3 (Tier 2) rate will be the Special Event Meter flat rate.

**3+ Meters** Rates during the first three hours (Tier 1) shall not change. At the fourth hour (Tier 2) the rate will be the Special Event Meter flat rate.

**4+ Meters** Rates during the first four hours (Tier 1) shall not change. At the fifth hour (Tier 2) the rate will be the Special Event Meter flat rate.

The calculation of special event meter flat rates will be as follows:

**Special Event Meter Zone (Bridge District):**

Tier-based meters located in Special Event Meter Zone A shall charge a flat meter rate after expiration of the posted number of hours, with the exception of 1+ zone, as described above. The meter flat rate shall be no more than 125% of the special event parking flat rate charged at Raley Field. A diagram of Special Event Meter Zone A is attached.

**Daily Rate**

The Daily Rate will be \$10.00 for up to 10 hours per day, except for when the Special Event Rate is in effect, in which case the Special Event Rate shall apply.

**Resident Visitor Rate**

The Resident Visitor Rate will be \$5.00 for up to 10 hours per day, except for when the Special Event Rate is in effect, in which case the Special Event Rate shall apply. This Resident Visitor Rate shall only be available for each residential dwelling in the Bridge District up to two times per month and only for vehicles parking in a City of West Sacramento owned or managed parking lot.

**Monthly Parking Zone Rate**

The monthly parking zone rate will be based on the monthly Off-Street Public Parking Facility Rate, plus twenty dollars (\$20.00).

**HISTORY:**

<u>AUTHORITY</u>	<u>DATE</u>	<u>ACTION</u>
Ord. 17-4	4/19/2017	Adopted
Res. 17-13	4/19/2017	Adopted



**RESOLUTION 17-20****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST SACRAMENTO  
ESTABLISHING THE BRIDGE DISTRICT MONTHLY PARKING ZONE**

**WHEREAS**, it is anticipated that on April 19, 2017, the City Council will adopt uncodified Ordinance 17-4 establishing parking meter rates as authorized by West Sacramento Municipal Code Section 10.26.060, and California Vehicle Code Section 22508; and

**WHEREAS**, Ordinance 17-4 would authorize the establishment of Monthly Parking Zones for projects developed within the Urban District for which the Zoning Administrator or Planning Commission has approved the reduction of on-site parking pursuant to West Sacramento Municipal Code Section 17.34.085; and

**WHEREAS**, the ordinance further states that the number of on-street parking spaces within such Monthly Parking Zones shall not exceed, but may be less than, the number of on-site parking spaces reduced by the Zoning Administrator pursuant to Section 17.34.085, less any reductions authorized pursuant to subdivision C of that section to the extent that parking structures, parking lots, or alternative modes exist and are operational within the distance thresholds in that subdivision; and

**WHEREAS**, an on-site parking reduction of 56 spaces was approved for the four Habitat multi-family residential projects (400,405, 500, & 505 Garden Street, West Sacramento, CA; County APN #058-404-007-0000) and the City Council desires to establish a Monthly Parking Zone associated with these projects with 45 on-street parking spaces for eligible participants ("The Bridge District Monthly Parking Zone").

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of West Sacramento that:

1. The Bridge District Monthly Parking Zone, as described in Exhibit "A", is hereby established;
2. Up to 45 Habitat resident vehicles may be issued permits by the City Manager, or his designee (which may be the Habitat property owner) for on-street parking in the Bridge District Monthly Parking Zone without regard to the time limits or meter charges that would otherwise apply to the on-street spaces within this Zone;
3. Prior to issuing a permit for on-street parking in the Bridge District Monthly Parking Zone, the City Manager, or his or her designee, shall determine that the resident of Habitat has purchased monthly parking in the 5th and Bridge parking lot;
4. This resolution shall be effective concurrent with the effective date of Ordinance 17-4; and
5. The Bridge District Monthly Parking Zone shall be subject to annual review by the City Council.

**PASSED AND ADOPTED** by the West Sacramento City Council this 19th day of April 2017, by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Christopher L. Cabaldon, Mayor

ATTEST:

\_\_\_\_\_  
Kryss Rankin, City Clerk

DELTA LN

FIFTH ST

BALLPARK DR

RISKE LN

**Monthly Parking Zones**

- Monthly Parking Zones
- Parking Lot

ZINC CT  
COBALT LN

MARKET ST

**Monthly Parking Zone**

US 50 WB SOUTH RIVER RD OFF

BRIDGE ST

CENTRAL ST

GARDEN ST

CENTRAL ST

RIVERFRONT ST

TOWER ST

SOUTH RIVER RD

MILL ST

US 50 WB SOUTH RIVER RD OFF

US 50 EB

**Exhibit A**

*Sacramento River*

## ORDINANCE 17-4

### AN UNCODIFIED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST SACRAMENTO RELATING TO PARKING METER RATES

The City Council of the City of West Sacramento does ordain as follows:

**Section 1. Purpose and Authority.** The purpose of this uncodified ordinance is to establish the parking meter rates as authorized by West Sacramento Municipal Code section 10.26.060 and California Vehicle Code section 22508. The City Council enacts this ordinance in accordance with the authority granted to cities by state law.

**Section 2. Parking Meter Rates Established.** The following parking meter rates are effective for parking meter zones established by West Sacramento Municipal Code section 10.26.010:

#### **Base Meter Hourly Rate**

The base meter hourly rate is \$1.75 per hour - effective during parking meter operating hours.

This rate may be adjusted annually by Resolution, on July 1 and commencing July 1, 2018, by the lesser of Local Consumer Price Index (CPI) for the San Francisco-Oakland-San Jose Area for All Urban Consumers or 5% of the amount in effect for the previous Fiscal Year. The CPI used shall be as determined by the Bureau of Labor Statistics from April to April beginning with the period from April 2016 to April 2017.

#### **Daily Rate**

In recognition that guests, employees and other patrons of the Bridge District may need short term daily parking, parking meters in City of West Sacramento owned or managed parking lots shall be programmed with the capability to charge a Daily Rate. The Daily Rate will be \$10.00 for up to 10 hours per day, except for when the Special Event Rate is in effect (see below), in which case the Special Event Rate shall apply.

#### **Resident Visitor Rate**

In recognition that residents of the Bridge District may have the need for short term parking for contractors or other service providers, parking meters in City of West Sacramento owned or managed parking lots shall be programmed with the capability to charge a Resident Visitor Rate for visitors to Bridge District residents. The Resident Visitor Rate will be \$5.00 for up to 10 hours per day, except for when the Special Event Rate is in effect (see below), in which case the Special Event Rate shall apply. This Resident Visitor Rate shall only be available for each residential dwelling in the Bridge District up to two times per month and only for vehicles parking in a City of West Sacramento owned or managed parking lot. The City Manager may adopt an administrative policy, as needed, to implement the Resident Visitor program.

#### **Tier Based Meter Rates**

The tier-based parking rates for parking meters are effective throughout the parking meter zones. The tier-based parking rates maintain the balance of the on-street parking supply, protect residents, preserve short-term use of on-street meters, encourage long-term parking in off-street facilities, and support local businesses. The tier-based parking rates are as follows:

	HOUR 1	HOUR 2	HOUR 3	HOUR 4	HOUR 5	HOUR 6
1+ meter	\$1.75	\$3.00	\$3.75	\$3.75	\$3.75	\$3.75
2+ meter	\$1.75	\$1.75	\$3.00	\$3.75	\$3.75	\$3.75
3+ meter	\$1.75	\$1.75	\$1.75	\$3.00	\$3.75	\$3.75
4+ meter	\$1.75	\$1.75	\$1.75	\$1.75	\$3.00	\$3.75

Signage for tier-based meters reflect the number of hours a vehicle may park at the Base Meter Hourly Rate (Tier 1) before subsequent tiered rates take effect:

- 1+ meter: Parking up to one hour at Base Meter Hourly Rate before Tier 2 is in effect.
- 2+ meter: Parking up to two hours at Base Meter Hourly Rate before Tier 2 is in effect.
- 3+ meter: Parking up to three hours at Base Meter Hourly Rate before Tier 2 is in effect.
- 4+ meter: Parking up to four hours at Base Meter Hourly Rate before Tier 2 is in effect.

### Special Event Meter Rates

All meters located within Special Event Parking Zones (defined below) are programmed to have the capability to charge a flat rate during special events. When special event meter rates are in effect, the meters will activate the flat rate when the Tier 2 time is reached, with the exception of 1+ meters that will activate special event pricing at Tier 3.

The Special Event Parking Zone is defined as the area bound by Highway 50 to Tower Bridge Gateway to the Sacramento River, as shown in Attachment 1. Meters in this area will apply variable rates during qualifying special events, when such parking controls are necessary.

The special event meter rates maintain the balance of the on-street parking supply, protect residents, preserve short-term use of on-street meters, encourage long-term parking in off-street facilities and support local businesses during increased parking demand.

The special event meter rate shall be in effect two hours prior to and during special events. Payment of the flat rate will allow the vehicle to park until it departs from space.

### Special event meter rate activation point based on meter type:

	HOUR 1	HOUR 2	HOUR 3	HOUR 4	HOUR 5	HOUR 6
1+ meter	\$1.75	\$3.00	Special Event Meter Rate			
2+ meter	\$1.75	\$1.75	Special Event Meter Rate			
3+ meter	\$1.75	\$1.75	\$1.75	Special Event Meter Rate		
4+ meter	\$1.75	\$1.75	\$1.75	Special Event Meter Rate		

**1+ Meters** Rates during hour 1 (Tier 1) and hour 2 (Tier 2) shall not change. At hour 3 (Tier 3) rate will be the Special Event Meter flat rate.

**2+ Meters** Rates during hour 1 and 2 (Tier 1) shall not change. At hour 3 (Tier 2) rate will be the Special Event Meter flat rate.

**3+ Meters** Rates during the first three hours (Tier 1) shall not change. At the fourth hour (Tier 2) the rate will be the Special Event Meter flat rate.

**4+ Meters** Rates during the first four hours (Tier 1) shall not change. At the fifth hour (Tier 2) the rate will be the Special Event Meter flat rate.

The calculation of special event meter flat rates will be as follows:

**Special Event Meter Zone (Bridge District):**

Tier-based meters located in Special Event Meter Zone A shall charge a flat meter rate after expiration of the posted number of hours, with the exception of 1+ zone, as described above. The meter flat rate shall be no more than 125% of the special event parking flat rate charged at Raley Field. A diagram of Special Event Meter Zone A is attached hereto as Attachment 1, and is incorporated herein by reference.

**Monthly Parking Zones**

Section 17.34.085 of the zoning code authorizes the Zoning Administrator to approve a reduction in on-site parking for projects developed within the Urban District (as defined in 17.34.015C). In areas where the Zoning Administrator or the Planning Commission has approved such a reduction, the City Council may, by Resolution, establish Monthly Parking Zones for attached dwellings. The number of on-street parking spaces within such Zones shall not exceed, but may be less than, the number of on-site parking spaces reduced by the Zoning Administrator pursuant to Section 17.34.085, less any reductions authorized pursuant to subdivision C of that section to the extent that parking structures, parking lots, or alternative modes exist and are operational within the distance thresholds in that subdivision. Within these Zones, eligible residents with a permit may park in designated on-street spaces subject only to time limits, custom meter pricing, or charges otherwise applicable to use of these on-street spaces as set forth in the Resolution establishing the Zone. The Resolution may specify that eligible residents shall purchase monthly parking in a City of West Sacramento owned or managed parking lot and/or participate in custom meter pricing. The Resolution establishing the Zone may specify more restrictive eligibility criteria.

Eligible residents who are allowed to park in designated on-street spaces within the zone shall pay twenty dollars (\$20.00) per month in addition to the charge otherwise required for monthly off-street parking in a City of West Sacramento lot.

**Section 3. Severability.** If any provision of this ordinance, or the application of any such provision to any person or circumstance shall be held invalid, the remainder of this ordinance, to the extent it can be given effect, or the application of those provisions to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and to this end the provisions of this ordinance are severable.

**Section 4. Effective Date and Publication.** This ordinance shall take effect 30 days after its adoption, and pursuant to Resolution 99-46 was published in summary format prior to adoption, and a summary will be published within 15 days after adoption in a paper of general circulation published and circulated within the City of West Sacramento.

**PASSED AND ADOPTED** by the City Council of the City of West Sacramento this 19th day of April, 2017, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
Christopher L. Cabaldon, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Kryss Rankin, City Clerk

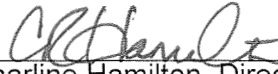
\_\_\_\_\_  
Jeffrey Mitchell, City Attorney

MEETING DATE: April 19, 2017

ITEM # 4

**SUBJECT:****CONSIDERATION OF SECOND READING AND ADOPTION OF ORDINANCE 17-5 AMENDING SECTION 8.03.070 OF THE MUNICIPAL CODE CONCERNING HOTEL INSPECTIONS****INITIATED OR REQUESTED BY:** Council  Staff Other**REPORT COORDINATED OR PREPARED BY:**

Bill Burke, Code Enforcement Manager

  
 Charline Hamilton, Director  
 Community Development Department
ATTACHMENT  Yes  No Information Direction Action**OBJECTIVE**

The purpose of this report is to introduce, for second reading and adoption, an Ordinance making amendments to Section 8.03.070 of the West Sacramento Municipal Code (WSMC) concerning hotel inspections.

**RECOMMENDED ACTION**

It is respectfully recommended the City Council waive second reading, read by title and number only, and adopt Ordinance 17-5 of the City Council of the City of West Sacramento amending Section 8.03.070 of the West Sacramento Municipal Code concerning hotel inspections.

**BACKGROUND**

The City adopted an Ordinance regulating hotel operating standards in 2005, which was identified as Chapter 8.03 of the WSMC. Since then, annual hotel inspections were performed as required by Section 8.03.070, but with varying degrees of success. In every instance, voluntary compliance was ultimately achieved, but some hotels which required corrections, had a tendency to repeat those violations during following inspections. Conversely, there were many hotels which regularly and consistently met or exceeded those standards with little or no correction.

The hotel inspections conducted between September and October of 2016 have proven to be the most successful to date. The concentrated inspection schedule resulted in more consistency by staff. An additional housing survey allowed contact with long-term hotel guests who staff determined were qualified for additional medical or housing assistance. The survey also identified Payee Services and other agencies utilizing stay vouchers or representing transient and homeless clients.

Based on City Council's request to survey broadband availability for West Sacramento hotels, it was determined that only two independently owned hotels do not have said service and thereby, do not offer it to guests. All 31 remaining facilities surveyed do provide broadband service free of charge to customers. These results have been shared with the broadband team.

**ANALYSIS**

In light of the success of the hotel inspections conducted in the fall of 2016, staff hopes to repeat and continue that inspection process and have it formally identified as the Hotel Inspection Program. In addition to formalizing the Hotel Inspection Program, staff also wanted a mechanism to recognize those hotel owners and managers who consistently met or exceeded the minimum operating and habitability standards prescribed by Chapter 8.03. One way to do so is the implementation of a pass/no-pass evaluation. Each hotel would be evaluated based on the conditions witnessed during staff inspection. The evaluation is categorized by the grounds, rooms, and other factors and would be scored based on the provided criteria. The result would be a numerical grade where the lower the score, the better the inspection results. Scores totaling between zero and 10 would be a passing grade, scores between 11 and 50 would not.

The evaluation grade would be inserted as a comment on the hotel's City Business License, which is required to be posted in a conspicuous place. By scoring, grading, and posting inspection results, guests, Payee Services, and other agencies have the ability to choose the hotel best suited for their or their clients' needs. Posting such results further provides an additional level of encouragement for businesses to proactively comply with those minimum standards.



Ordinance 17-5 amending Chapter 8.03.070 (Attachments 1 and 2) include:

- Editing the Chapter Title to include the Hotel Inspection Program.
- Removing former paragraph A, subparagraph 1 as it will no longer apply.
- Renaming former paragraph A, subparagraph 2 to subparagraph 1.
- Creating a new paragraph B, named Hotel Inspection Program, which defines the evaluation process, scoring criteria, and posting requirements. The revised section is presented in the following form:

**8.03.070 Inspection of records and facilities: Hotel Inspection Program**

**A. Records and Hotel Facilities Subject to Inspection, Review, and Audit.**

1. The Police Chief or his or her representative, or the Fire Chief or his or her representative, the Building Official or his or her representative, Code Enforcement Officers and Community Services Officers who have received a course of training pursuant to Section 832 of the Penal Code of the state, shall be permitted to enter and inspect a motel at any reasonable time without charge or other restraint and in accordance with procedures required by law, for the purpose of ascertaining whether or not any of the provisions of this chapter are being violated.

**B. Hotel Inspection Program.**

1. The City shall conduct inspections of all businesses subject to the regulations specified in this chapter, hereinafter referred to as the "Hotel Inspection Program."
2. Upon completion of an inspection made pursuant to the Hotel Inspection Program, City staff shall prepare a written evaluation for each facility subject to the regulations in this chapter. The evaluation criteria and grading rubric used for evaluations shall be approved by City Council Resolution.
3. Businesses will receive either a passing or failing grade as a result of the evaluation. A passing grade shall mean the business is being conducted within the minimum operating and cleanliness standards pursuant to this chapter. A failing grade shall mean the business does not meet the minimum operating and cleanliness standards pursuant to this chapter.
4. Businesses that receive a passing grade shall be subject to annual inspection. Businesses that receive a failing grade shall be subject to bi-annual inspection. A business receiving a failing grade may request re-evaluation before its next scheduled bi-annual inspection upon pre-prepayment of a re-inspection fee.
5. Following the evaluation, businesses will receive a "report card" with their grade. The "report card" shall be displayed in a conspicuous location of the business's lobby, and must be clearly visible to customers entering the business. The grade must remain posted until the next hotel inspection, after which time program staff will issue a new grade based on existing conditions.
6. Any business disputing the grade received may appeal the determination to the City Hearing Officer pursuant to Chapter 1.08 of this code. The Hearing Officer's decision shall be final.
7. The Hotel Inspection Program is intended to function in parallel with the other enforcement mechanisms specified in this chapter. The City reserves the right to pursue all other civil, criminal, administrative, and code enforcement remedies available by law to ensure compliance with this Chapter.

**C. Independent Agency Inspections.**

The City Manager or designee is authorized to promulgate administrative regulations to allow for the acceptance of satisfactory ratings conferred by recognized, independent agencies in lieu of a City inspection, provided that the independent inspection is based upon performance and facility standards equal to or in excess of the standards commemorated in this chapter.

**Commission Recommendation**

The proposed amendments are Code Enforcement related, for which there is no commission with a direct related scope of review.

**Strategic Plan Integration**

Ordinance 17-5 directly relates to the City's 2017 Strategic Plan as one of the top priorities in the Management Agenda. It also supports the City's Vision of a vibrant City where you can live, work, and play by promoting a range of quality temporary housing choices.

Alternatives

1. Decide not to conduct a second reading at this time and direct staff to return to City Council at a later date for future consideration.
2. Direct staff not to move forward with amendments to Chapter 8.03 regarding hotel inspections and the Hotel Inspection Evaluation.

Coordination and Review

This report was completed in coordination with the City Manager's Office, the Community Development Department, the Housing and Economic Development Department, and the City Attorney's Office.

Budget/Cost Impact

Hotel inspections are currently scheduled as part of the inspection team's normal daily activities which would not have a budget impact at this time. Since future inspections will identify hotels which would not meet minimum standards, there may be additional staffing costs attributed to scheduling bi-annual inspections versus annual. To offset costs, staff will utilize cost recovery methods which include administrative citation and daily penalties.

**ATTACHMENTS**

1. Current WSMC Section 8.03.070
2. Ordinance 17-5

West Sacramento Municipal Code							
<a href="#">Up</a>	<a href="#">Previous</a>	<a href="#">Next</a>	<a href="#">Main</a>		<a href="#">Search</a>	<a href="#">Print</a>	<a href="#">No Frames</a>
Title 8 HEALTH AND SAFETY							
Chapter 8.03 HOTEL OPERATING STANDARDS							

**8.03.070 Inspection of records and facilities.**

A. Records and Hotel Facilities Subject to Inspection, Review and Audit.

1. Upon a showing of probable cause therefor by the city manager or designee, the city council or the city attorney may issue an administrative subpoena compelling the production of guest registers and other records necessary to determine compliance with all applicable regulations, including but not limited to this chapter and all building, fire, health, occupancy, and Nuisance Abatement Codes, and to verify collection and payment to the city of all taxes owed.

2. The police chief or his or her representative, or the fire chief or his or her representative, the building official or his or her representative, code enforcement officers and community services officers who have received a course of training pursuant to Section 832 of the Penal Code of the state, shall be permitted to enter and inspect a motel at any reasonable time, without charge or other restraint and in accordance with procedures required by law, for the purpose of ascertaining whether or not any of the provisions of this chapter are being violated.

B. Independent Agency Inspections. The city shall conduct annual or bi-annual inspections of all businesses subject to the regulations specified in this chapter. The city manager or designee is authorized to promulgate administrative regulations to allow the acceptance of satisfactory ratings conferred by recognized, independent agencies in lieu of a city inspection, provided that the independent inspection is based upon performance and facility standards equal to or in excess of the standards commemorated in this chapter. (Ord. 05-15 § 1)

View the [mobile version](#).

## ORDINANCE 17-5

### AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST SACRAMENTO AMENDING SECTION 8.03.070 CONCERNING INSPECTIONS OF HOTEL FACILITIES

The City Council of the City of West Sacramento does ordain as follows:

**Section 1. Purpose and Authority.** The purpose of this ordinance is to amend Section 8.03.070 of the Municipal Code. The City Council enacts this ordinance in accordance with the authority granted to cities by state law.

**Section 2. Amendment of Section** 8.03.070 of the West Sacramento Municipal Code is hereby amended as follows:

#### **8.03.070 Inspection of records and facilities: Hotel Inspection Program**

##### A. Records and Hotel Facilities Subject to Inspection, Review, and Audit.

1. The Police Chief or his or her representative, or the Fire Chief or his or her representative, the Building Official or his or her representative, Code Enforcement Officers and Community Services Officers who have received a course of training pursuant to Section 832 of the Penal Code of the state, shall be permitted to enter and inspect a motel at any reasonable time, without charge or other restraint and in accordance with procedures required by law, for the purpose of ascertaining whether or not any of the provisions of this chapter are being violated.

##### B. Hotel Inspection Program.

1. The City shall conduct inspections of all businesses subject to the regulations specified in this chapter, hereinafter referred to as the "Hotel Inspection Program."

2. Upon completion of an inspection made pursuant to the Hotel Inspection Program, City staff shall prepare a written evaluation for each facility subject to the regulations in this chapter. The evaluation criteria and grading rubric used for evaluations shall be approved by City Council Resolution, and may include criteria in addition to the standards set forth in this chapter.

3. Businesses will receive either a passing or failing grade as a result of the evaluation. A passing grade shall mean the business is being conducted within the minimum operating and cleanliness standards pursuant to this chapter. A failing grade shall mean the business does not meet the minimum operating and cleanliness standards pursuant to this chapter.

4. Businesses that receive a passing grade shall be subject to annual inspection. Businesses that receive a failing grade shall be subject to bi-annual inspection. A business receiving a failing grade may request re-evaluation before its next scheduled bi-annual inspection upon pre-prepayment of a re-inspection fee.

5. Following the evaluation, businesses will receive a "report card" with their grade. The "report card" shall be displayed in a conspicuous location of the business's lobby, and must be clearly visible to customers entering the business. The grade must remain posted until the next hotel inspection, after which time program staff will issue a new grade based on existing conditions.

6. Any business disputing the grade received may appeal the determination to the City Hearing Officer pursuant to Chapter 1.08 of this code. The Hearing Officer's decision shall be final.

7. The Hotel Inspection Program is intended to function in parallel with the other enforcement mechanisms specified in this chapter. The City reserves the right to pursue all other civil,

criminal, administrative, and code enforcement remedies available by law to ensure compliance with this Chapter.

C. Independent Agency Inspections.

The City Manager or designee is authorized to promulgate administrative regulations to allow the acceptance of satisfactory ratings conferred by recognized, independent agencies in lieu of a City inspection, provided that the independent inspection is based upon performance and facility standards equal to or in excess of the standards commemorated in this chapter.

**Section 3. Severability.** If any provision of this ordinance, or the application of any such provision to any person or circumstance shall be held invalid, the remainder of this ordinance, to the extent it can be given effect, or the application of those provisions to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and to this end the provisions of this ordinance are severable.

**Section 4. Effective Date and Publication.** This ordinance shall take effect 30 days after its adoption, and pursuant to Resolution 99-46 was published in summary format prior to adoption, and a summary will be published within 15 days after adoption in a paper of general circulation published and circulated within the City of West Sacramento.

**PASSED AND ADOPTED** by the City Council of the City of West Sacramento this \_\_\_\_ day of \_\_\_\_\_, 2017, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
Christopher L. Cabaldon, Mayor

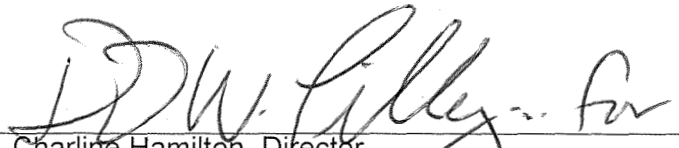
**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Kryss Rankin, City Clerk

\_\_\_\_\_  
Jeffrey Mitchell, City Attorney

CODIFY \_\_\_\_\_ UNCODIFY \_\_\_\_\_

<b>MEETING DATE:</b> April 19, 2017		<b>ITEM # 5</b>	
<b>SUBJECT:</b>			
<b>CONSIDERATION OF A NON-EXCLUSIVE LEASE OF CITY-OWNED CONDUIT TO CONSOLIDATED COMMUNICATIONS INCORPORATED</b>			
<b>INITIATED OR REQUESTED BY:</b>		<b>REPORT COORDINATED OR PREPARED BY:</b>	
<input type="checkbox"/> Council <input checked="" type="checkbox"/> Staff  <input type="checkbox"/> Other		Mark Zollo, Senior Administrative Analyst   Charline Hamilton, Director Community Development Department	
<b>ATTACHMENT</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Information <input type="checkbox"/> Direction <input checked="" type="checkbox"/> Action	

**OBJECTIVE**

The objective of this report is to provide information to, and seek approval from, the City Council on a non-exclusive lease of City-owned conduit infrastructure with Consolidated Communication Incorporated for the purpose of installing fiber optic cable.

**RECOMMENDED ACTION**

Staff respectfully recommends that the City Council:

1. Certify that a categorical exemption pursuant to Class 1 and Class 3 under California Code of Regulations, Title 14, Chapter 3, section 15301 and 15303 is the appropriate level of environmental review for California Environmental Quality Act; and,
2. Authorize the City Manager to enter into a lease agreement with Consolidated Communications Incorporated consistent with the lease term sheet presented to the City Council, subject to final review and approval by the City Attorney.

**BACKGROUND**

Consolidated Communications Incorporated (CCI) desires to lease portions of City owned communication conduit on 5<sup>th</sup> Street, the Mike McGowan Bridge, and Village Parkway for the purpose of installing a fiber optic cable that will serve several cell towers located on the City's east side. Staff and CCI have agreed to draft terms and conditions for the lease, Attachment 1 to this report.

**ANALYSIS**

Increasingly, both wireline and wireless broadband systems require a shorter pathway onto back bone fiber optic networks because of optical fiber's superior capacity and performance. The cell towers served by the CCI Project currently route mobile communications and data via microwave technologies inadequate to facilitate and keep pace with the continued and exponential growth of mobile services. The conversion of these cell towers from microwave to fiber optic not only benefits the carrier, it benefits mobile customers in West Sacramento and adjacent areas with better mobile services.

The CCI Project picks up an existing CCI fiber network node at the north end of 5<sup>th</sup> Street and will travel south in City owned conduit to south of Mill Street. The project continues south on infrastructure by others, serves the tower located at 1951 South River Road, and reenters City owned conduit at the McGowan Bridge. The project crosses the bridge and continues down Village Parkway in City owned conduit for approximately 230 feet. At that point, the project continues south on infrastructure by others and serves two cellular towers in the southeast Southport area, refer to Attachment 2.

Typical lease rates for existing conduit between carriers and conduit owners are priced around \$0.52 per lineal foot per year. Staff and CCI agreed on a rate of \$1.00 per lineal foot per year and the City would also receive 12 fibers for its use, two of which would provide network connections at the Bridge District parking lot and Mill Street Pier, once the City completes a conduit connection to the existing City network node at Tower Bridge Gateway and 5<sup>th</sup> Street. Staff is working on the scope and budget for that separate conduit project and will return to the City Council at a later date for consideration.

The CCI initial lease term is for ten (10) years, with automatic one year extensions for an additional ten years unless either party terminates the agreement. The lease payments for the initial ten (10) year term would be paid in an upfront lump sum. Additional lease payments would be made at the \$1.00 per lineal foot per year for any extensions. A breakdown of the lease rates and segments is shown in the table below, and a draft form of the lease is provided as Attachment 3 to the report. The subject conduit represents significant advantages to the CCI Project in avoided construction costs. The McGowan Bridge infrastructure crosses the federal levee system and Waters of the United States which incur significant time intensive and expensive permitting processes when pursued on a case by case basis. In that context, the lease may be priced more than its negotiated dollar value. However, by advancing fiber conduit infrastructure through projects and policy that facilitates fiber optic network investment, the City is advancing broadband access, capacity, and services throughout the City and lowering capital expenditure for both businesses using broadband services and the carriers building the infrastructure. The value of improved broadband fiber optic infrastructure will yield much larger economic, education, mobility benefit to the City and community than a strategy focused on cost recovery. The lease provides other additional benefits by placing CCI fiber optic network adjacent to the Barge Canal property, in proximity to the Seaway property, and into the vicinity of the Southport Industrial Park.

CCI Lease Calculation			
	Rate	Lin. ft.	Amount
CoWS Conduit	i	ii	ixii
5th Street	\$ 1.00	2,238	\$ 2,238.00
McGowan Bridge approach/ Village Prkwy	\$ 1.00	613	\$ 613.00
McGowan Bridge conduit	\$ 1.00	900	\$ 900.00
subtotal annual lease			\$ 3,751.00 a
Term (years)		10	b
<b>Total Lease Cost CoWS Conduit</b>			<b>\$ 37,510.00 c=a*b</b>

Environmental Determination

The California Environmental Quality Act, Title 14, Chapter 3, Article 19, is the section that defines what projects or categories are allowed to be considered Categorically Exempt.

Section 15301 Class 1 - Existing Facilities. Class 1 consists of the operation, repair, maintenance or minor alteration of existing public or private facilities involving negligible or no expansion of use beyond that existing at the time of the lead agency determination. In particular, Section b - Existing facilities of both investor and publically owned used to provide other public utility services.

Section 15303 Class 3 – New Construction or Conversion of Small Structures. Class 3 consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure.

This lease agreement and the subsequent project is within Class 1 (b) because the project is the installation of fiber optic cable within an existing conduit system and it will not result in an expansion of the conduit or roadways. Therefore, it has been determined that the appropriate level of environmental review for this project is a Categorical Exemption as identified under article 19, Section 15301. The project is also consistent with §15303(d) which includes utility extensions.

Commission Recommendation

Staff presented the draft citywide Broadband Infrastructure Assessment and Action Plan to the Transportation, Mobility, & Infrastructure Commission on March 6, 2017, and to the Environment & Utility Commission on March 8, 2017. The project was mentioned during both presentations as an example of coordinating actions between the City and network operators/service providers to improve broadband in the City. Neither Commission provided specific feedback on the project, but supported the overall broadband effort. Both Commissions demonstrated keen interest in improving and increasing broadband access and performance throughout the City.

### Strategic Plan Integration

The lease of City owned conduit directly supports and reinforces goals of the Broadband Infrastructure Action Plan. The lease also contributes to the Smart City Framework by improving the underlying infrastructure of the Framework's technological aspects. Additionally, the lease indirectly supports Health, Mental Health and Support Services by improving underlying infrastructure and technologies that can connect community members to health services.

### Alternatives

As an alternative to staff's recommendation, the City Council could:

1. Direct staff to pursue revised lease terms and/or investigate alternatives to the lease and return to the City Council at a later date; or,
2. Decline to authorize the City Manager to enter into a lease agreement.

Staff is prepared to implement Alternative 1 at City Council's direction. Staff does not recommend Alternative 2 as it would not further the deployment of fiber optic cable in our City.

### Coordination and Review

This report was prepared by the Community Development Department with assistance from Tellus Ventures Associates, Public Works Transportation staff and Information Technology Division staff. The City Attorney also reviewed the agenda report and the draft lease agreement.

### Budget/Cost Impact

If approved, the lease will yield a payment of \$37,510 for the initial ten (10) year term.

### **ATTACHMENTS**

1. Draft Lease Terms Sheet
2. Proposed Project route



# ATTACHMENT 1



April 7, 2017

Consolidated Communications Inc. (CCI) desires a lease of City owned conduit and right of way to accommodate a 96 strand fiber optic cable installation ("Proposed Lease") and has provided a schematic for the Proposed Lease (Phases 1 & 2). The desired City owned conduit segments are located on 5<sup>th</sup> Street, the north and south approaches and crossing conduit infrastructure on the McGowan Bridge, and conduit along Village Parkway. The City owned conduit segments are a portion of a larger CCI project which includes a pole line lease on Port property, subject to approval by the Sacramento Yolo Port Commission, and existing utility infrastructure controlled by others. The City owned conduit provides significant time, cost avoidance, and permitting benefits to the CCI project through the use of fully permitted and purpose constructed infrastructure through the Bridge District and pathway across a federal levee system and Waters of the United States. For this consideration, the City seeks the following:

Non-exclusive lease of portions of City Conduit System:

- Beginning at STA. 45+25, Bridge District Phase1, (CCI #3), to STA 29+47 BD Phase 1;
- Conduit on north and south McGowan Bridge approaches;
- Conduit across McGowan Bridge connecting to a junction box at the south/west corner of Village Parkway and Locks Drive;
- Conduit on the west side of Village Parkway (230± lin. feet)

### Lease Rate & Total Cost:

CCI Lease Calculation			
CoWS Conduit	Rate	Lin. ft.	Amount
	i	ii	i x ii
5th Street	\$ 1.00	2,238	\$ 2,238.00
McGowan Bridge approach/ Village Prkwy	\$ 1.00	613	\$ 613.00
McGowan Bridge conduit	\$ 1.00	900	\$ 900.00
subtotal annual lease			\$ 3,751.00 a
Term (years)		10	b
<b>Total Lease Cost CoWS Conduit</b>			<b>\$ 37,510.00</b> c=a*b

**Term:** Unless terminated earlier as provided herein, this Agreement shall become effective and remain in effect for **ten (10) years** from the final date of execution by the Parties (the "Term"). At the end of the ten (10) year period, and each and every year after that, the Agreement shall automatically continue in full force and effect for additional and successive one (1) year periods if neither party advises the other party of its intention to terminate or

(April 7, 2017, continued)

negotiate a new agreement at least six (6) months prior to the end of the Term or such extended period(s), which notice must be in writing (“Notification Period”). Notwithstanding the receding sentence, if the Parties are negotiating a successor agreement at the conclusion of the then current Term, this Agreement shall continue in force and effect for up to sixty (60) additional days, until the successor agreement between the Parties is executed.

**Payment:** For the privilege of placing and maintaining its equipment on and in Licensor’s Premises, Licensee shall pay a one-time payment of Thirty-Seven Thousand Five Hundred and Ten Dollars (**\$37,510.00**) during the existence of the Agreement.

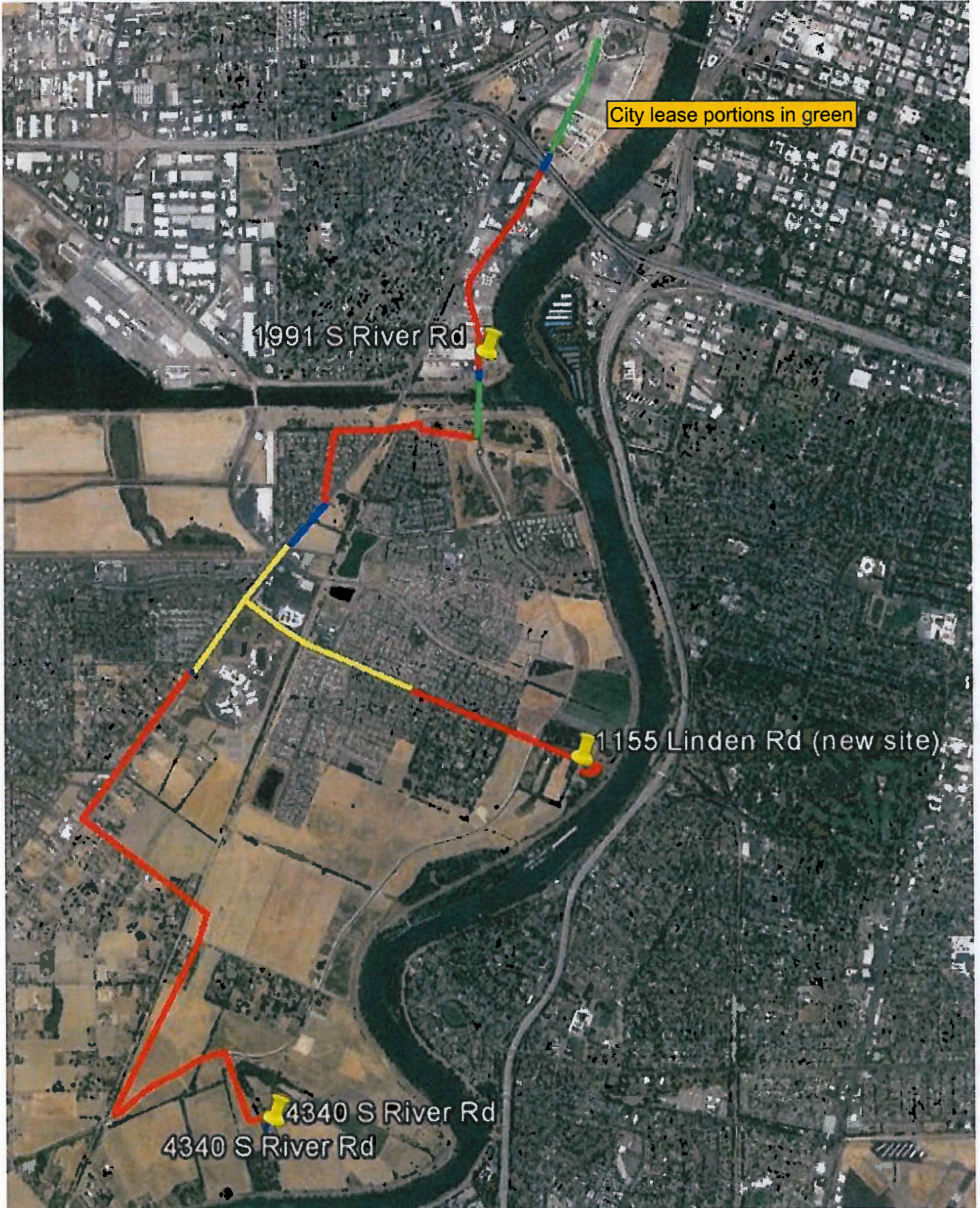
**Additional Conditions:**

- Provide 12 fiber strands for public purpose along larger CCI project pathway. 12 fibers to run from City interconnect located at northwest Corner of 5<sup>th</sup> and Tower Bridge Gateway and continue with project extent.
- A new roadway will connect Marina Greens and Village Parkway in the future. At such time CCI will relocate the fiber optic infrastructure from the pole line into the roadway’s underground utility infrastructure. Upon relocation, CCI will remove the poles and the lease will cease existence. CCI will perform the relocation at its own cost.
- CCI will be responsible for all permitting and entitlements required to construct the project.

These terms are conditional and subject to approval, disapproval, or modification by the West Sacramento City Council (City). Upon approval by the City, the terms and conditions will be drafted into an agreement for execution by the parties.

Staff anticipates City Council consideration of the proposed lease at the April 19, 2017 City Council meeting.

ATTACHMENT 2



City lease portions in green

1991 S River Rd

1155 Linden Rd (new site)

4340 S River Rd  
4340 S River Rd

MEETING DATE: April 19, 2017

ITEM # 6

**SUBJECT:**

**CONSIDERATION OF RESOLUTION 17-34 DECLARING THE CITY'S INTENTION TO  
ABANDON A PORTION OF A PUBLIC UTILITY EASEMENT LOCATED AT 130 4<sup>TH</sup> STREET**

INITIATED OR REQUESTED BY:

**REPORT COORDINATED OR PREPARED BY:**  
 Mark Collier, Principal Engineer

[ ] Council [ ] Staff

[X] Other

  
 Charline Hamilton, Director  
 Community Development Department

**ATTACHMENT** [X] Yes [ ] No [ ] Information [ ] Direction [X] Action
**OBJECTIVE**

The objective of this item is to declare the City's intent to vacate a 2-foot wide portion of a 5-foot wide Public Utility Easement (PUE) located at 130 4<sup>th</sup> Street.

**RECOMMENDED ACTION**

It is respectfully recommended that the City Council adopt Resolution 17-34 declaring the City's intent to vacate a 2-foot wide portion of a 5-foot wide Public Utility Easement located at 130 4<sup>th</sup> Street.

**BACKGROUND**

The existing Public Utility Easement was originally dedicated on the Final Map for Subdivision 4864, "B Street West", for purposes of providing public utilities to the Subdivision parcels. The easement lies across Lot 17 frontage on Midstream Lane, which is located at 130 4<sup>th</sup> Street.

**ANALYSIS**

The proposed abandonment has been requested by the owner of the property and will reduce the encumbrance on the property from 5 feet to 3 feet. This reduction is necessary in order to construct the preferred footprint of a new residence on the property. Structures are not permitted for construction within a Public Utility Easement.

All public utilities needed to serve the Subdivision and the effected parcel have been constructed. None lie within the 2-foot wide portion of the public utility easement to be abandoned. The 5-foot width of the Public Utility Easement originally dedicated was generic in width and not specific to the requirements for the Subdivision.

**Commission Recommendation**

N/A

**Strategic Plan Integration**

Approval of Resolution 17-34 is consistent with the City's "Principals to Guide the Future" by providing for "Vibrant Neighborhoods".

**Alternatives**

As an alternative to staff's recommendation, the City Council could choose not to abandon the portion of the Public Utility Easement.

**Coordination and Review**

The proposed abandonment has been coordinated with the Community Development and all external utility purveyors having interest in the easement.

**Budget/Cost Impact**

There is no known fiscal impact. Costs associated with processing the abandonment request are paid by the property owner who has requested the abandonment.

**ATTACHMENTS**

1. Resolution 17-34
2. Legal description
3. Vicinity Map

**RESOLUTION 17-34  
A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF WEST SACRAMENTO  
ANNOUNCING THE INTENTION TO VACATE A 2 FOOT WIDE  
PORTION OF A PUBLIC UTILITY EASEMENT LOCATED AT 130 4<sup>TH</sup> STREET**

**WHEREAS**, the City Community Development Department is requesting abandonment of a portion of the subject Public Utility Easement; and

**WHEREAS**, the City does not require that portion of the Public Utility Easement to be abandoned for any public purpose; and

**WHEREAS**, no private utility purveyors or other entities having interest in said Public Utility Easement have indicated an objection to the proposed abandonment.

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED** that it is the intention of the City Council of the City of West Sacramento to vacate the northerly 2 foot wide portion of the Public Utility Easement located at 130 4<sup>th</sup> Street, pursuant to the provisions of Chapter 3 of the Public Street, Highway and Service Easements Law (commencing at Section 8320 of the Streets and Highways Code) generally described as follows:

See attached Exhibit "A" and "B"

**BE IT FURTHER RESOLVED AND ORDERED** that the proposed vacation is set for hearing at 7:00 p.m., or as soon thereafter as the matter can be heard on the 10<sup>th</sup> day of May, 2017, in the City Council Chambers of the City of West Sacramento.

**BE IT FINALLY RESOLVED** that a copy of this Resolution shall be posted at least two weeks before the above hearing on the Directory in the lobby of City Hall, 1110 West Capitol Avenue, West Sacramento, California, and notices of the hearing shall be published and posted in the manner prescribed by Sections 8322 and 8323 of the Streets and Highways Code.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of West Sacramento this 19<sup>th</sup> day of April, 2017 by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Christopher L. Cabaldon, Mayor

ATTEST:

\_\_\_\_\_  
Kryss Rankin, City Clerk

**EXHIBIT "A"**  
**ABANDONMENT OF PUBLIC UTILITY EASEMENT**

All that portion of the five-foot-wide Public Utility Easement across Lot 17 as both are shown on the "Final Map Subdivision No. 4864 B Street West" filed in Book 2008 of Maps, at Pages 36 through 39 in the office of the Yolo County Recorder, City of West Sacramento, State of California, described as follows:

The Northerly 2.00 feet of the 5.00-foot-wide strip of land described as follows:

A 5.00-foot-wide strip of land, the Southerly line of which is described as follows:

Beginning at the Southwest corner of said Lot 17, thence along the Southerly line of said Lot 17 the following four (4) courses:

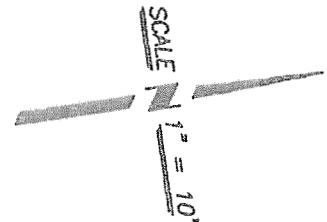
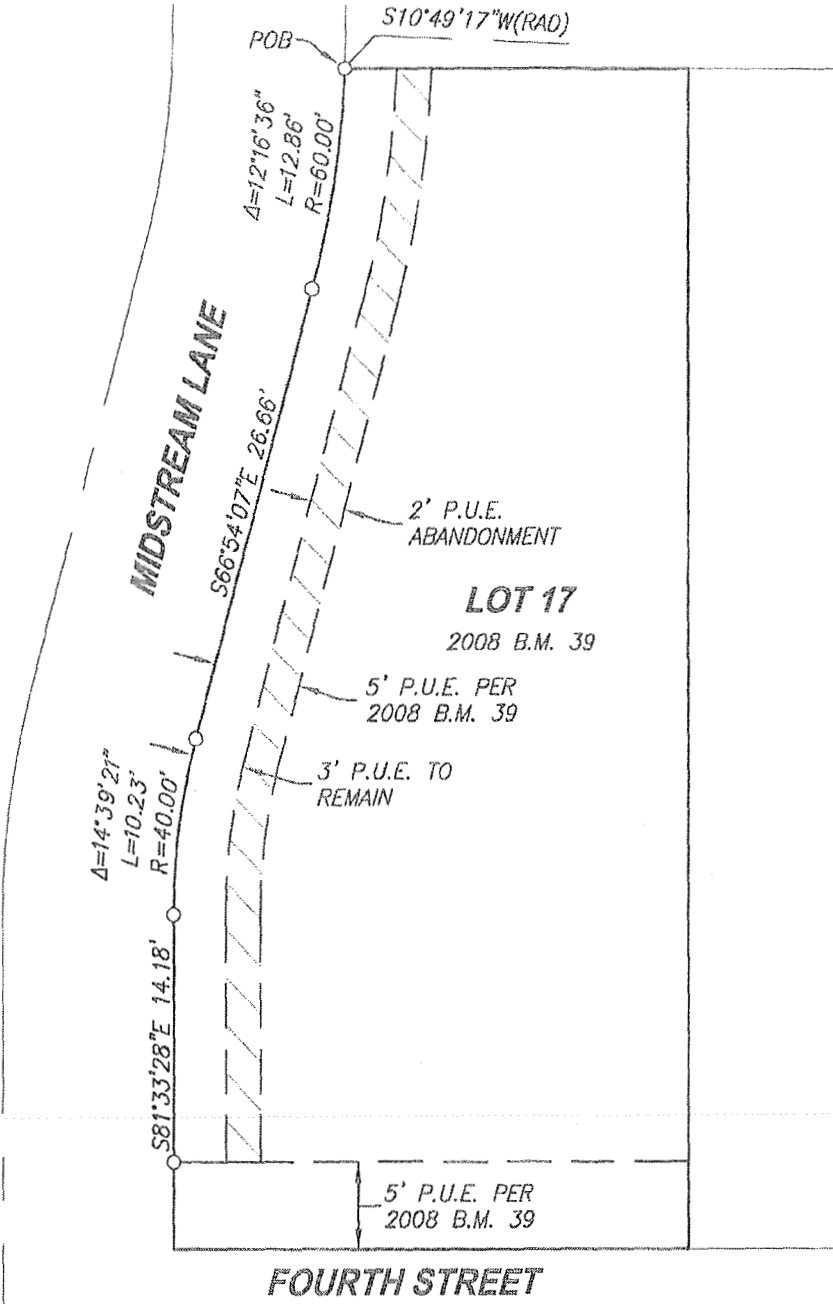
- 1) Along a 60.00 radius curve to the right from a radial bearing of South  $10^{\circ}49'17''$  West, through a central angle of  $12^{\circ}16'36''$  12.86 feet,
- 2) South  $66^{\circ}54'07''$  East 26.66 feet to the beginning of a 40.00-foot radius tangent curve to the left,
- 3) Along said curve, through a central angle of  $14^{\circ}39'21''$  10.23 feet,
- 4) South  $81^{\circ}33'28''$  East 14.18 feet to a point 5.00 feet Westerly, at right angles, from the East line of said Lot 17.

The North line of the above described 5.00-foot-wide strip of land is to be lengthened or shortened to terminate at the West line of said Lot 17 and a line 5.00 feet Westerly, at right angles, from the East line of said Lot 117.



*Braden Barnum*  
2/2/17

EXHIBIT "B"



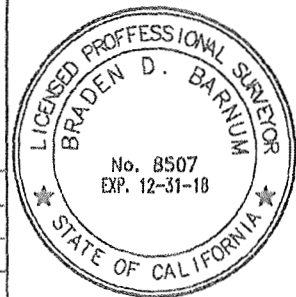
**ABANDONMENT OF PUBLIC UTILITY EASEMENT  
LOT 17, 2008 B.M. 36-39  
CITY OF WEST SACRAMENTO, COUNTY OF YOLO,  
STATE OF CALIFORNIA**

**CenterPoint Engineering, Inc.**

Civil Engineering & Land Surveying  
1217 Pleasant Grove Blvd. Suite 130 · Roseville, CA · 95678  
Phone: 916-773-1006 Fax: 916-773-4498



DRAWN BY: BB  
CHECKED BY: MH  
SCALE: 1" = 10'  
DATE: 02/02/17



*Braden Barnum*



# ATTACHMENT 2

## EXHIBIT "A" ABANDONMENT OF PUBLIC UTILITY EASEMENT

All that portion of the five-foot-wide Public Utility Easement across Lot 17 as both are shown on the "Final Map Subdivision No. 4864 B Street West" filed in Book 2008 of Maps, at Pages 36 through 39 in the office of the Yolo County Recorder, City of West Sacramento, State of California, described as follows:

The Northerly 2.00 feet of the 5.00-foot-wide strip of land described as follows:

A 5.00-foot-wide strip of land, the Southerly line of which is described as follows:

Beginning at the Southwest corner of said Lot 17, thence along the Southerly line of said Lot 17 the following four (4) courses:

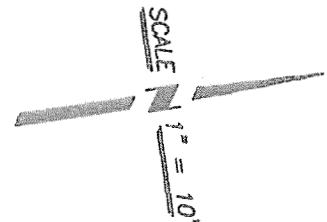
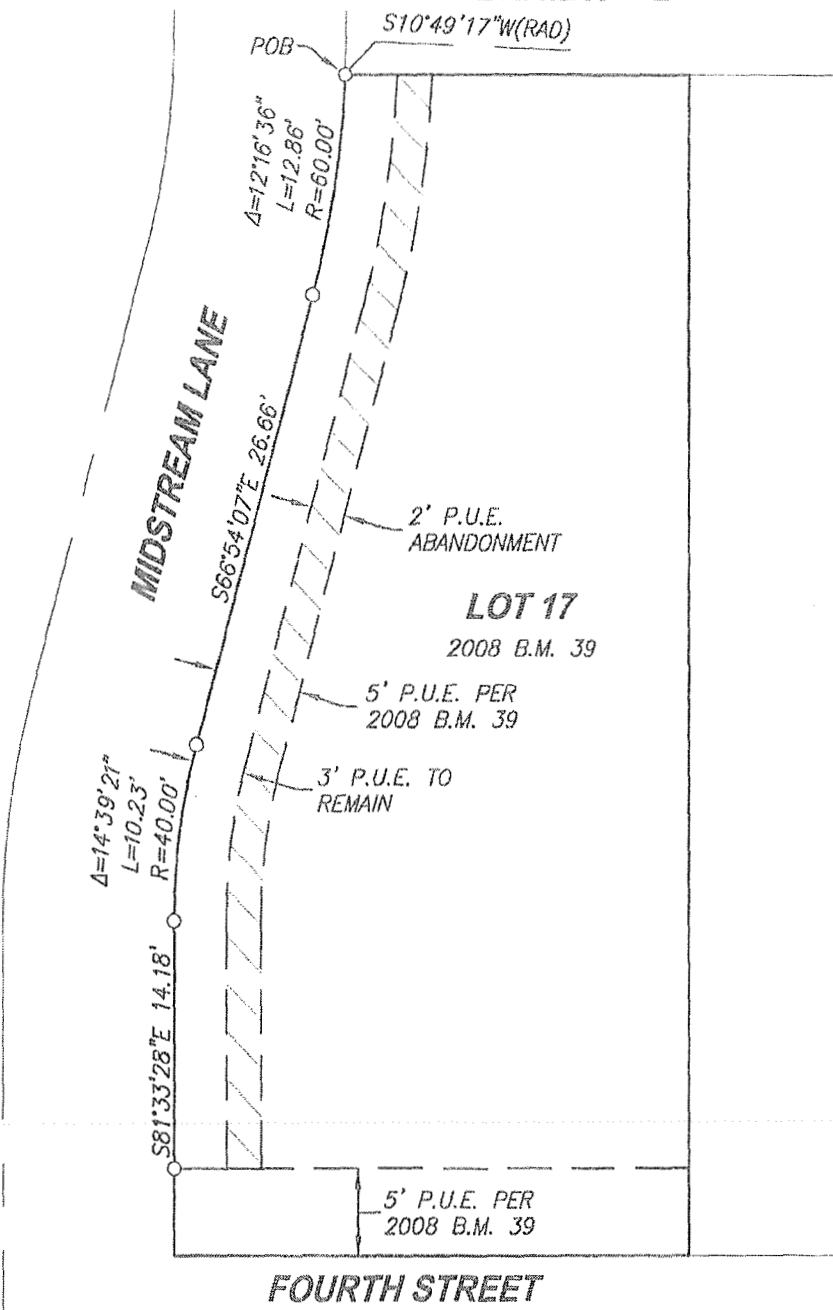
- 1) Along a 60.00 radius curve to the right from a radial bearing of South 10°49'17" West, through a central angle of 12°16'36" 12.86 feet,
- 2) South 66°54'07" East 26.66 feet to the beginning of a 40.00-foot radius tangent curve to the left,
- 3) Along said curve, through a central angle of 14°39'21" 10.23 feet,
- 4) South 81°33'28" East 14.18 feet to a point 5.00 feet Westerly, at right angles, from the East line of said Lot 17.

The North line of the above described 5.00-foot-wide strip of land is to be lengthened or shortened to terminate at the West line of said Lot 17 and a line 5.00 feet Westerly, at right angles, from the East line of said Lot 17.

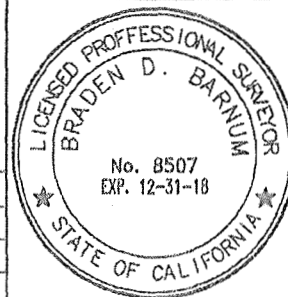


*Braden Barnum*  
2/2/17

**EXHIBIT "B"**



**ABANDONMENT OF PUBLIC UTILITY EASEMENT  
 LOT 17, 2008 B.M. 36-39  
 CITY OF WEST SACRAMENTO, COUNTY OF YOLO,  
 STATE OF CALIFORNIA**



**CenterPoint Engineering, Inc.**

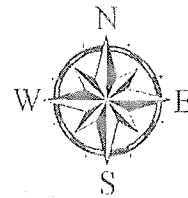
Civil Engineering & Land Surveying  
 1217 Pleasant Grove Blvd. Suite 130 • Roseville, CA • 95678  
 Phone: 916-773-1006 Fax: 916-773-1498



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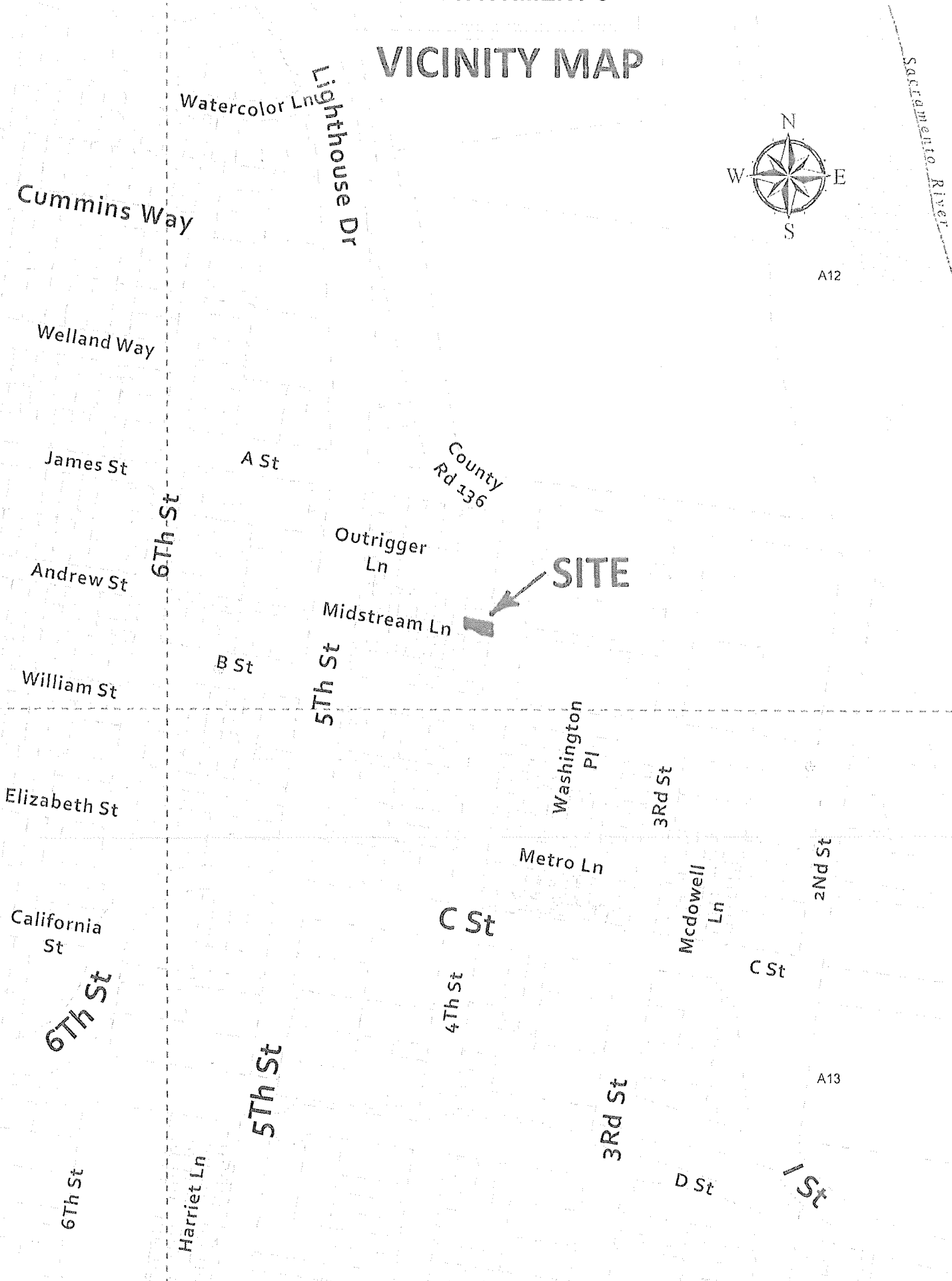
*Braden Barnum*

# VICINITY MAP



A12

Sacramento River



**SITE**

A13

MEETING DATE: April 19, 2017

ITEM # 7

**SUBJECT:**

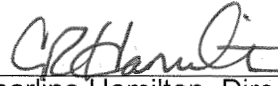
**CONSIDERATION OF RESOLUTION 17-35 ACCEPTING FOUR SEPARATE OFFERS OF DEDICATION FOR PUBLIC DRAINAGE EASEMENTS LOCATED WITHIN THE RIVERS SUBDIVISION**

INITIATED OR REQUESTED BY:

**REPORT COORDINATED OR PREPARED BY:**  
 Mark Collier, Principal Engineer

 Council     Staff

 Other

  
 Charline Hamilton, Director  
 Community Development Department

**ATTACHMENT**    Yes     No     Information     Direction     Action
**OBJECTIVE**

The objective of this item is to accept four Grants of Public Drainage Easements within the Rivers Subdivision.

**RECOMMENDED ACTION**

It is respectfully recommended that the City Council adopt Resolution 17-35 accepting separate Grants for Public Drainage Easements located within the Rivers Subdivision, on Lots 24, 25, 30 and 31 of Final Map 3953, "Lighthouse Marina and Country Club Subdivision."

**BACKGROUND**

Final Map 3953, "Lighthouse Marina and Country Club Subdivision," was recorded in February, 1992. Said map included the dedication of miscellaneous drainage easements intended to capture public drainage infrastructure located within side yards of parcels located on River Crest Drive. Drainage improvements were subsequently constructed per the accompanying improvement plans.

**ANALYSIS**

It has recently been discovered that there was a disconnect between some of the locations of the drainage easements dedicated on Final Map 3953 and the drainage improvements that were actually constructed. On Lots 24, 25, 30 and 31, public drainage improvements were constructed where no easements had been created.

The current owner of the affected Lots, Oakstone Investments, LLC, would now like to clean up this discrepancy and has submitted Grants for drainage easements on Lots 24, 25, 30 and 31, where public infrastructure currently exists.

**Commission Recommendation**

N/A

**Strategic Plan Integration**

Approval of Resolution 17-35 is consistent with the City's "Principals to Guide the Future" by providing for "Vibrant Neighborhoods"

**Alternatives**

As an alternative to staff's recommendation the City Council could choose not to accept the Grants for the Public Drainage Easements. This may require a modification to the grading and drainage plans for the affected Lots and construction of new improvements consistent with the original Map dedications.

**Coordination and Review**

The proposed Grants have been coordinated with the Community Development Department.

**Budget/Cost Impact**

There is no known fiscal impact. Costs associated with processing the acceptance of dedications request are paid by the property owner who has requested the acceptance. There is also no net increase in public infrastructure to be maintained.

**ATTACHMENTS**

1. Resolution 17-35
2. Grant of Public Drainage Easements, Lots 24, 25, 30 and 31
3. Vicinity Map

**RESOLUTION 17-35**  
**A RESOLUTION OF THE CITY COUNCIL**  
**OF THE CITY OF WEST SACRAMENTO**  
**ACCEPTING GRANTS OF "EASEMENTS FOR DRAINAGE"**  
**LOCATED ON LOTS 24, 25, 30 AND 31 OF FINAL MAP 3953,**  
**"LIGHTHOUSE MARINA AND COUNTRY CLUB"**

**WHEREAS**, Oakstone Investments, LLC has submitted Grants of "Easements for Drainage" to the City of West Sacramento located on Lots 24, 25, 30 and 31 of Final Map 3953, "Lighthouse Marina and Country Club; and

**WHEREAS**, said "Easements for Drainage" are consistent with public drainage improvements previously constructed with said Subdivision.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of West Sacramento hereby accepts, on behalf of the public, the Grants of "Easements for Drainage" located on Lots 24, 25, 30 and 31 of Final Map 3953, "Lighthouse Marina and Country Club", generally described as follows:

See attached Exhibit 'A' and "B", Lot 24  
Exhibit 'A' and "B", Lot 25  
Exhibit 'A' and "B", Lot 30  
Exhibit 'A' and "B", Lot 31

**PASSED AND ADOPTED** by the City Council of the City of West Sacramento this 19th day of April, 2017, by the following vote:

**AYES:**  
**NOES:**  
**ABSENT:**

\_\_\_\_\_  
Christopher L. Cabaldon, Mayor

ATTEST:

\_\_\_\_\_  
Kryss Rankin, City Clerk

RECORDED FOR THE BENEFIT OF  
THE CITY OF WEST SACRAMENTO

WHEN RECORDED RETURN TO:

CITY OF WEST SACRAMENTO  
ATTN: CITY CLERK  
1110 WEST CAPITOL AVENUE  
WEST SACRAMENTO, CA 95691

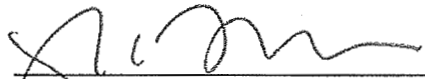
**EASEMENT FOR DRAINAGE**

FOR VALUE RECEIVED, OAKSTONE INVESTMENTS, LLC, a Delaware limited liability company

HEREBY GRANT TO CITY OF WEST SACRAMENTO, A MUNICIPAL CORPORATION, AN EASEMENT FOR DRAINAGE DITCH AND/OR DRAINAGE PIPES AND APPURTENANCES OVER, ACROSS AND UNDER ALL THAT REAL PROPERTY SITUATED IN THE CITY OF WEST SACRAMENTO, COUNTY OF YOLO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

SEE EXHIBITS "A" AND "B" ATTACHED HERETO AND MADE A PART HEREOF

OWNERS' NAME (PRINT) OAKSTONE INVESTMENTS, LLC  
a Delaware limited liability company

By:   
John C. Troutman, Vice President

STATE OF CALIFORNIA ) SS  
COUNTY OF \_\_\_\_\_ )

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, BEFORE ME \_\_\_\_\_

PERSONALLY APPEARED \_\_\_\_\_  
PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL,

*See Attached*

NOTARY'S SIGNATURE: \_\_\_\_\_

ACCEPTED BY THE CITY OF WEST SACRAMENTO PER RESOLUTION \_\_\_\_\_

\_\_\_\_\_  
CITY CLERK, CITY OF WEST SACRAMENTO

\_\_\_\_\_  
DATE

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Orange

On March 9, 2017 before me, Suzette Melvin, Notary Public personally appeared John C. Troutman, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Suzette Melvin

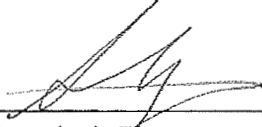


EXHIBIT A  
Drainage Easement

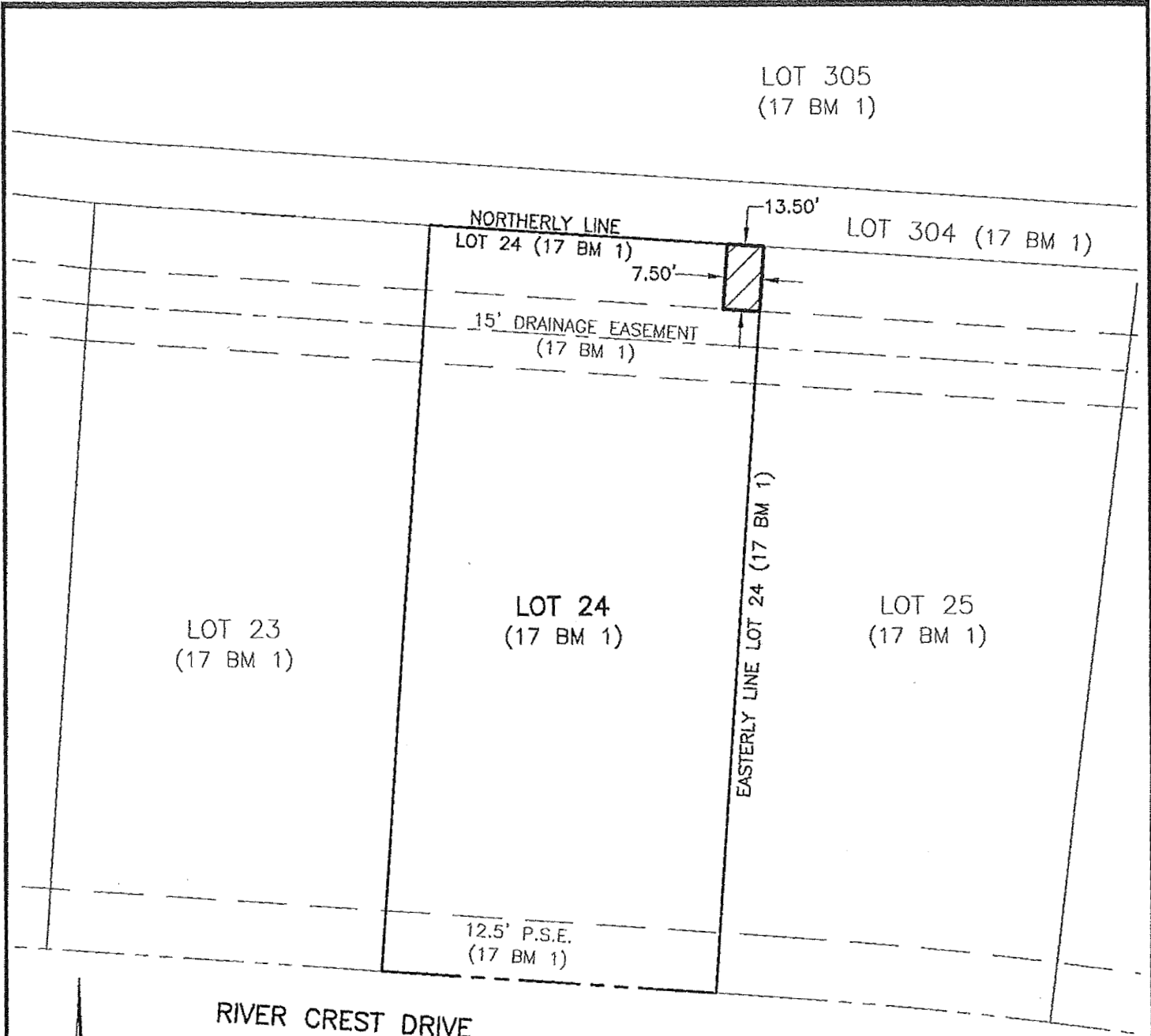
All that portion of Lot 24 as said Lot is shown on the Final Map of Subdivision No. 3953 Unit No. "A" Lighthouse Marina & Country Club Subdivision, filed for record in Book 17 of Maps, Pages 1-18, Official Records of Yolo County and being more particularly described as follows:

Being the northerly 13.50 feet of the easterly 7.50 feet of said Lot 24.

See Exhibit "B", plat to accompany description, attached hereto and a part hereof.

  
3/10/17  
Sherrie J. Zimmerman P.L.S. 8964  
License Expires 09-30-18





RIVER CREST DRIVE



SCALE: 1"=30'



**NIVI5**

**EXHIBIT B  
DRAINAGE EASEMENT**

PORTION OF LOT 24, PLAT MAP SUBDIVISION NO. 3953 UNIT NO. A (17 B.M. 4)  
CITY OF WEST SACRAMENTO, COUNTY OF YOLO, STATE OF CALIFORNIA

SHEET NUMBER

**1**

OF 1 SHEETS

2925 MATOMAS PARK DRIVE, STE 300  
SACRAMENTO, CA 95833  
916.6419100 TEL. 916.6419222 FAX

SACRAMENTO, CA 95833  
WWW.NIVI5.COM

PREPARED FOR: CITY OF WEST SACRAMENTO

DATE SUBMITTED: JAN. 2017

JOB NUMBER  
**SAB014000**

RECORDED FOR THE BENEFIT OF  
THE CITY OF WEST SACRAMENTO

WHEN RECORDED RETURN TO:

CITY OF WEST SACRAMENTO  
ATTN: CITY CLERK  
1110 WEST CAPITOL AVENUE  
WEST SACRAMENTO, CA 95691

---

## EASEMENT FOR DRAINAGE

FOR VALUE RECEIVED, OAKSTONE INVESTMENTS, LLC, a Delaware limited liability company

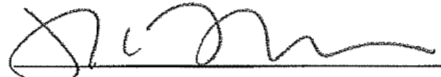
---

HEREBY GRANT TO CITY OF WEST SACRAMENTO, A MUNICIPAL CORPORATION, AN EASEMENT FOR DRAINAGE DITCH AND/OR DRAINAGE PIPES AND APPURTENANCES OVER, ACROSS AND UNDER ALL THAT REAL PROPERTY SITUATED IN THE CITY OF WEST SACRAMENTO, COUNTY OF YOLO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

SEE EXHIBITS "A" AND "B" ATTACHED HERETO AND MADE A PART HEREOF

OWNERS' NAME (PRINT) OAKSTONE INVESTMENTS, LLC  
a Delaware limited liability company

By:

  
John C. Troutman, Vice President

STATE OF CALIFORNIA ) SS  
COUNTY OF \_\_\_\_\_ )

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, BEFORE ME \_\_\_\_\_

PERSONALLY APPEARED \_\_\_\_\_,  
PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL,

*See Attached*

NOTARY'S SIGNATURE: \_\_\_\_\_

ACCEPTED BY THE CITY OF WEST SACRAMENTO PER RESOLUTION \_\_\_\_\_

\_\_\_\_\_  
CITY CLERK, CITY OF WEST SACRAMENTO

\_\_\_\_\_  
DATE

## ACKNOWLEDGMENT

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State of California  
County of Orange

On March 9, 2017 before me, Suzette Melvin, Notary Public personally appeared John C. Troutman, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



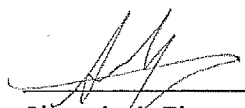
Suzette Melvin

EXHIBIT A  
Drainage Easement

All that portion of Lot 25 as said Lot is shown on the Final Map of Subdivision No. 3953 Unit No. "A" Lighthouse Marina & Country Club Subdivision, filed for record in Book 17 of Maps, Pages 1-18, Official Records of Yolo County and being more particularly described as follows:

Being the northerly 13.50 feet of the westerly 7.50 feet of said Lot 25.

See Exhibit "B", plat to accompany description, attached hereto and a part hereof.

  
3/8/17  
\_\_\_\_\_  
Sherrie J. Zimmerman P.L.S. 8964  
License Expires 09-30-18



LOT 305  
(17 BM 1)

LOT 304 (17 BM 1)

NORTHERLY LINE  
LOT 25 (17 BM 1)

7.50'

13.50'

15' DRAINAGE EASEMENT  
(17 BM 1)

LOT 24  
(17 BM 1)

LOT 25  
(17 BM 1)

LOT 26  
(17 BM 1)

WESTERLY LINE LOT 25 (17 BM 1)

12.5' P.S.E.  
(17 BM 1)

RIVER CREST DRIVE



SCALE: 1" = 30'



**NIV15**

**EXHIBIT B  
DRAINAGE EASEMENT**

PORTION OF LOT 25, PLAT MAP SUBDIVISION NO. 3953 UNIT NO. A (17 B.M. 4)  
CITY OF WEST SACRAMENTO, COUNTY OF YOLO, STATE OF CALIFORNIA

SHEET NUMBER

**1**

OF 1 SHEETS

2525 NATOMAS PARK DRIVE, STE. 500  
956.841VX00TEL 916.841V222 FAX

SACRAMENTO, CA 95833  
WWW.NIVS.COM

PREPARED FOR: CITY OF WEST SACRAMENTO

DATE SUBMITTED: JAN. 2017

JOB NUMBER  
**SAB014000**

RECORDED FOR THE BENEFIT OF  
THE CITY OF WEST SACRAMENTO

WHEN RECORDED RETURN TO:

CITY OF WEST SACRAMENTO  
ATTN: CITY CLERK  
1110 WEST CAPITOL AVENUE  
WEST SACRAMENTO, CA 95691

---

## EASEMENT FOR DRAINAGE

FOR VALUE RECEIVED, OAKSTONE INVESTMENTS, LLC, a Delaware limited liability company

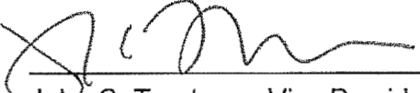
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SEE EXHIBITS "A" AND "B" ATTACHED HERETO AND MADE A PART HEREOF

OWNERS' NAME (PRINT) OAKSTONE INVESTMENTS, LLC  
a Delaware limited liability company

By:

  
John C. Troutman, Vice President

STATE OF CALIFORNIA ) SS  
COUNTY OF \_\_\_\_\_ )

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, BEFORE ME \_\_\_\_\_

PERSONALLY APPEARED \_\_\_\_\_,  
PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL,

*See Attached*

NOTARY'S SIGNATURE: \_\_\_\_\_

ACCEPTED BY THE CITY OF WEST SACRAMENTO PER RESOLUTION \_\_\_\_\_

\_\_\_\_\_  
CITY CLERK, CITY OF WEST SACRAMENTO

\_\_\_\_\_  
DATE

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State of California  
County of Orange

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Suzette Melvin

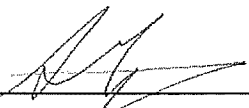


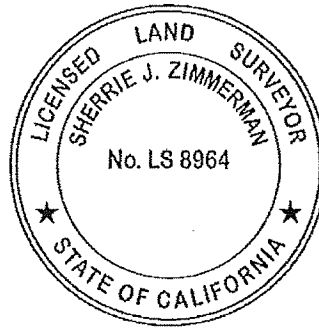
EXHIBIT A  
Drainage Easement

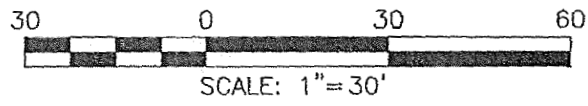
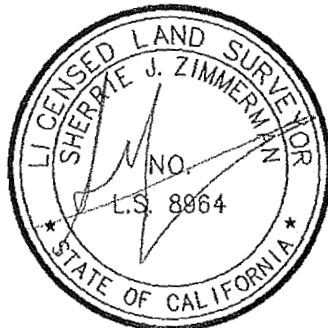
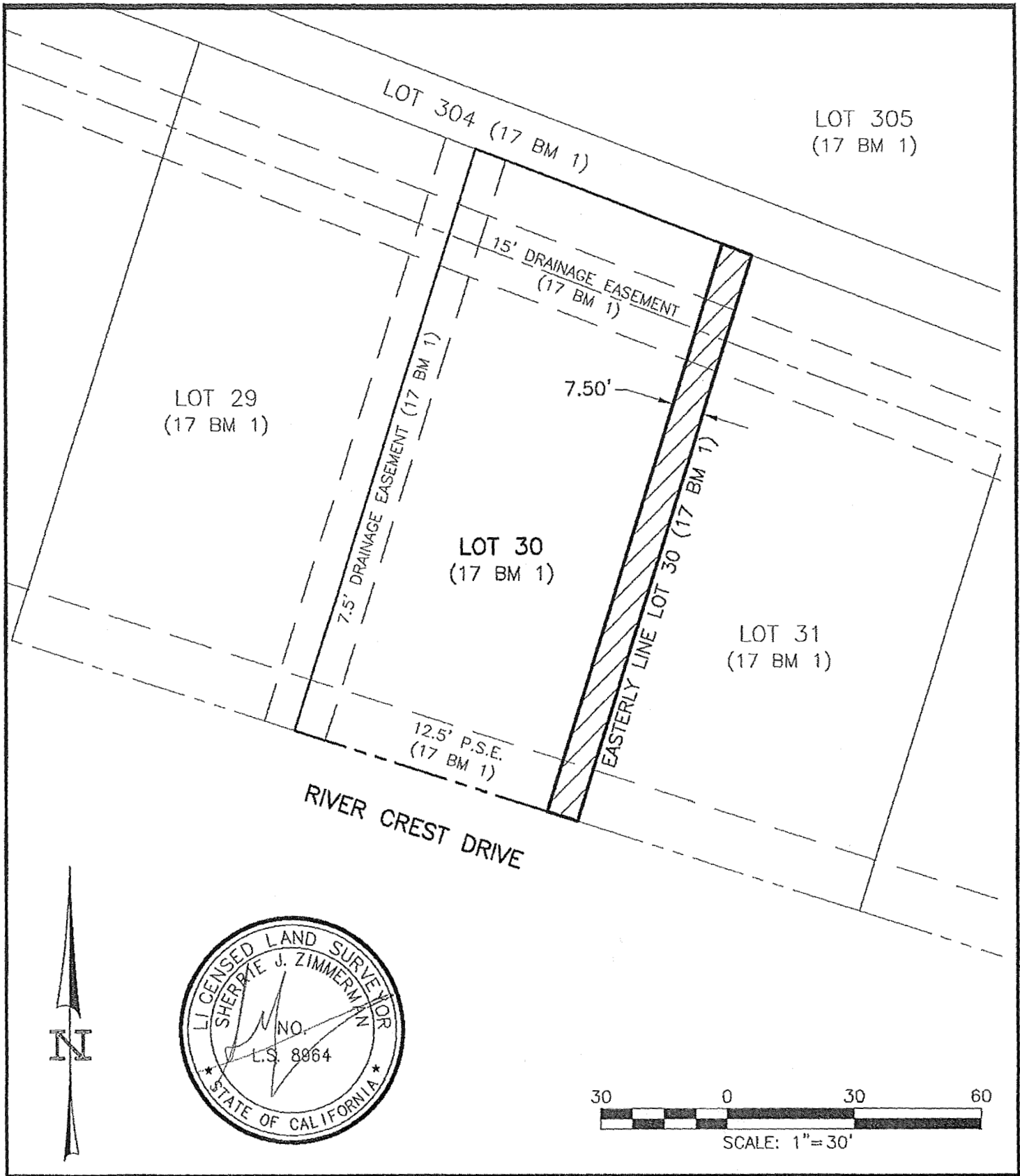
All that portion of Lot 30 as said Lot is shown on the Final Map of Subdivision No. 3953 Unit No. "A" Lighthouse Marina & Country Club Subdivision, filed for record in Book 17 of Maps, Pages 1-18, Official Records of Yolo County and being more particularly described as follows:

Being the easterly 7.50 feet of said Lot 30.

See Exhibit "B", plat to accompany description, attached hereto and a part hereof.

  
3/8/17  
\_\_\_\_\_  
Sherrie J. Zimmerman P.L.S. 8964  
License Expires 09-30-18





<h1>NIVIS</h1> <p>2525 NATOMAS PARK DRIVE, STE 300 95834-1010 TEL 916.641.6222 FAX</p> <p>SACRAMENTO, CA 95833 WWW.NIVIS.COM</p>	<b>EXHIBIT B</b> <b>DRAINAGE EASEMENT</b> PORTION OF LOT 30, PLAT MAP SUBDIVISION NO. 3953 UNIT NO. A (17 B.M. 4) CITY OF WEST SACRAMENTO, COUNTY OF YOLO, STATE OF CALIFORNIA	SHEET NUMBER <h2 style="font-size: 2em;">1</h2>
	PREPARED FOR: CITY OF WEST SACRAMENTO      DATE SUBMITTED: JAN. 2017	OF 1 SHEETS JOB NUMBER <b>SAB014000</b>



## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Orange

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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



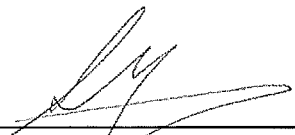
Suzette Melvin

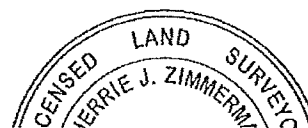
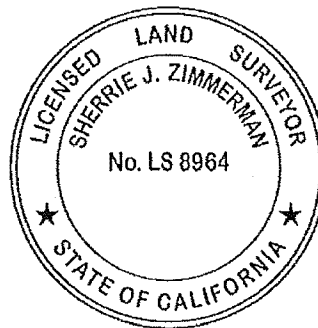
EXHIBIT A  
Drainage Easement

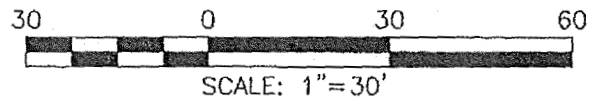
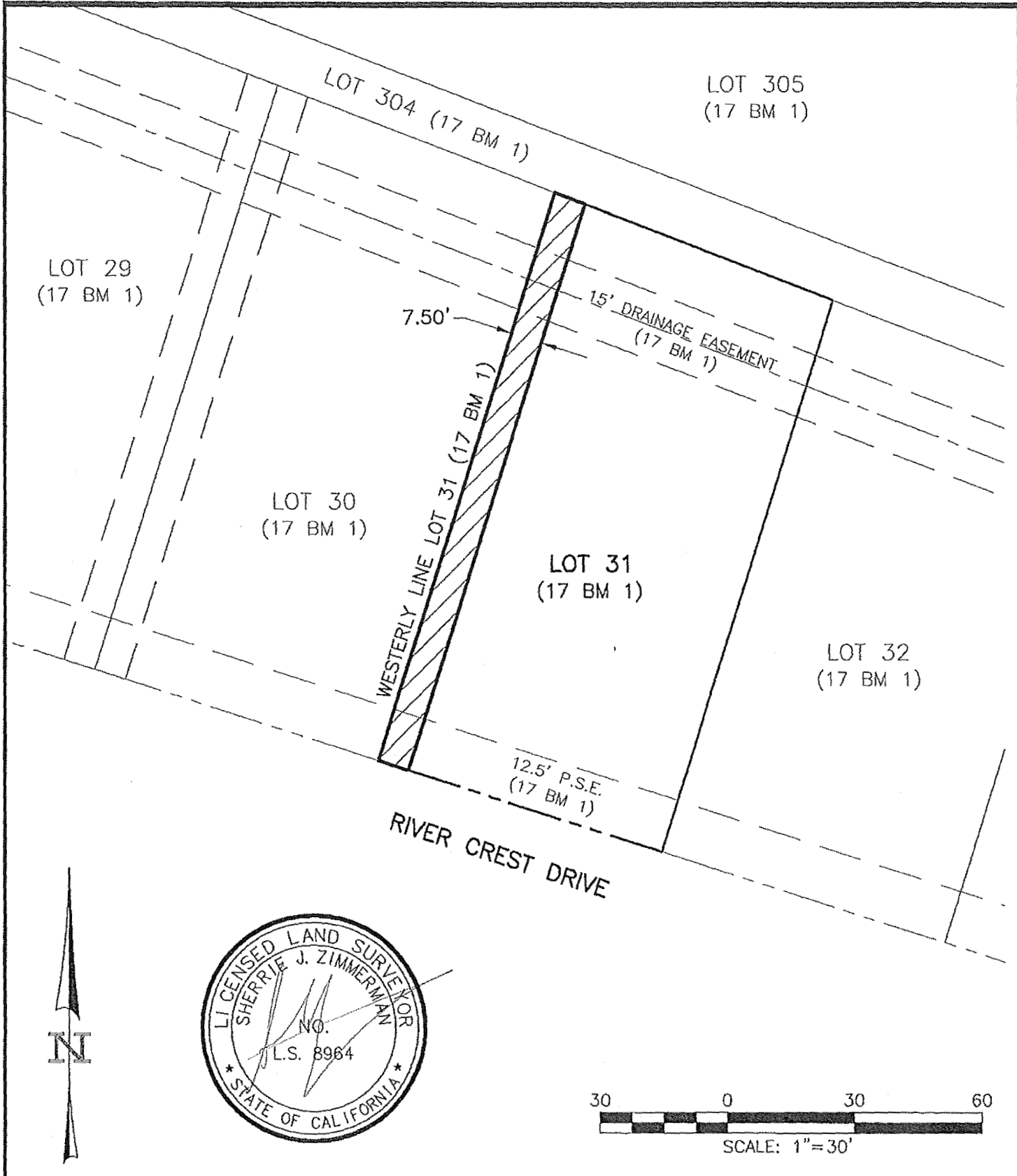
All that portion of Lot 31 as said Lot is shown on the Final Map of Subdivision No. 3953 Unit No. "A" Lighthouse Marina & Country Club Subdivision, filed for record in Book 17 of Maps, Pages 1-18, Official Records of Yolo County and being more particularly described as follows:

Being the westerly 7.50 feet of said Lot 31.

See Exhibit "B", plat to accompany description, attached hereto and a part hereof.

  
3/8/17  
\_\_\_\_\_  
Sherrie J. Zimmerman P.L.S. 8964  
License Expires 09-30-18





<h1>NIV15</h1>	<b>EXHIBIT B</b> <b>DRAINAGE EASEMENT</b>	SHEET NUMBER <b>1</b>
	PORTION OF LOT 31, PLAT MAP SUBDIVISION NO. 3953 UNIT NO. A (17 B.M. 4) CITY OF WEST SACRAMENTO, COUNTY OF YOLO, STATE OF CALIFORNIA	OF <b>1</b> SHEETS
2825 NATOMAS PARK DRIVE, STE. 300 SACRAMENTO, CA 95833 916.04190078 916.04192222 FAX WWW.NIVS.COM	PREPARED FOR: CITY OF WEST SACRAMENTO	DATE SUBMITTED: JAN. 2017 JOB NUMBER <b>SAB014000</b>

ATTACHMENT 2

RECORDED FOR THE BENEFIT OF  
THE CITY OF WEST SACRAMENTO

WHEN RECORDED RETURN TO:

CITY OF WEST SACRAMENTO  
ATTN: CITY CLERK  
1110 WEST CAPITOL AVENUE  
WEST SACRAMENTO, CA 95691

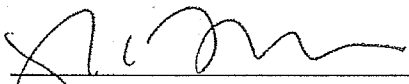
EASEMENT FOR DRAINAGE

FOR VALUE RECEIVED, OAKSTONE INVESTMENTS, LLC, a Delaware limited liability company

HEREBY GRANT TO CITY OF WEST SACRAMENTO, A MUNICIPAL CORPORATION, AN  
EASEMENT FOR DRAINAGE DITCH AND/OR DRAINAGE PIPES AND APPURTENANCES  
OVER, ACROSS AND UNDER ALL THAT REAL PROPERTY SITUATED IN THE CITY OF WEST  
SACRAMENTO, COUNTY OF YOLO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

SEE EXHIBITS "A" AND "B" ATTACHED HERETO AND MADE A PART HEREOF

OWNERS' NAME (PRINT) OAKSTONE INVESTMENTS, LLC  
a Delaware limited liability company

By:   
John C. Troutman, Vice President

STATE OF CALIFORNIA ) SS  
COUNTY OF \_\_\_\_\_ )

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, BEFORE ME \_\_\_\_\_  
PERSONALLY APPEARED \_\_\_\_\_

PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY  
EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN  
INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN  
HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S)  
ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE  
PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL,

*See Attached*

NOTARY'S SIGNATURE: \_\_\_\_\_

ACCEPTED BY THE CITY OF WEST SACRAMENTO PER RESOLUTION \_\_\_\_\_

\_\_\_\_\_  
CITY CLERK, CITY OF WEST SACRAMENTO

\_\_\_\_\_  
DATE

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County of Orange

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Suzette Melvin

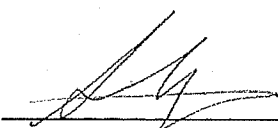


EXHIBIT A  
Drainage Easement

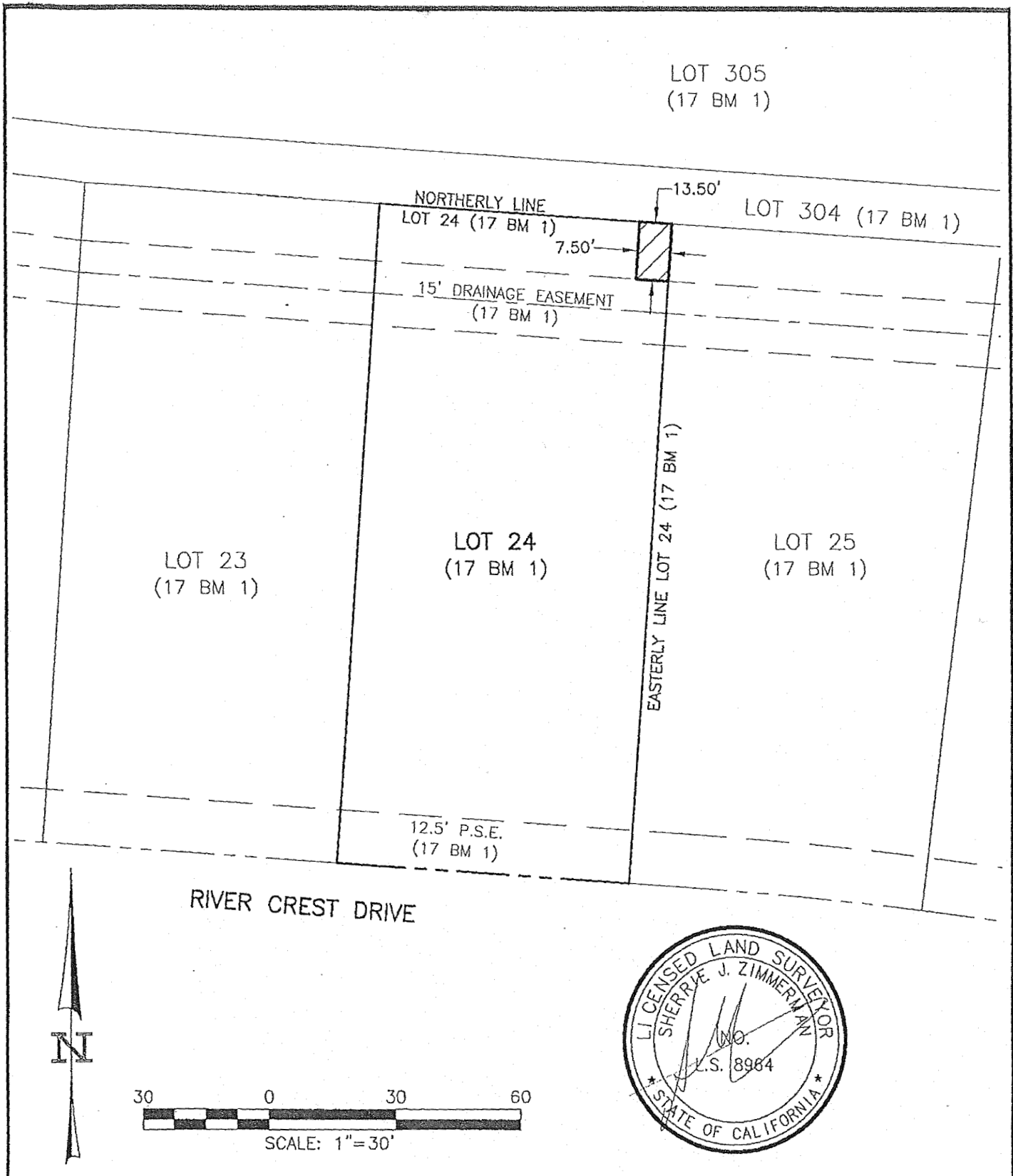
All that portion of Lot 24 as said Lot is shown on the Final Map of Subdivision No. 3953 Unit No. "A" Lighthouse Marina & Country Club Subdivision, filed for record in Book 17 of Maps, Pages 1-18, Official Records of Yolo County and being more particularly described as follows:

Being the northerly 13.50 feet of the easterly 7.50 feet of said Lot 24.

See Exhibit "B", plat to accompany description, attached hereto and a part hereof.

  
3/8/17  
Sherrie J. Zimmerman P.L.S. 8964  
License Expires 09-30-18





<h1>NIVIS</h1> <p>2626 MATOMAS PARK DRIVE, STE 300 916.641.9100 TEL. 916.641.9222 FAX SACRAMENTO, CA 95833 WWW.NIVIS.COM</p>	<b>EXHIBIT B</b> <b>DRAINAGE EASEMENT</b> PORTION OF LOT 24, PLAT MAP SUBDIVISION NO. 3963 UNIT NO. A (17 B.M. 4) CITY OF WEST SACRAMENTO, COUNTY OF YOLO, STATE OF CALIFORNIA	SHEET NUMBER <h1>1</h1> OF 1 SHEETS
	PREPARED FOR: CITY OF WEST SACRAMENTO      DATE SUBMITTED: JAN. 2017	JOB NUMBER <b>SAB014000</b>

RECORDED FOR THE BENEFIT OF  
THE CITY OF WEST SACRAMENTO

WHEN RECORDED RETURN TO:

CITY OF WEST SACRAMENTO  
ATTN: CITY CLERK  
1110 WEST CAPITOL AVENUE  
WEST SACRAMENTO, CA 95691

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### EASEMENT FOR DRAINAGE

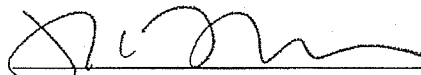
FOR VALUE RECEIVED, OAKSTONE INVESTMENTS, LLC, a Delaware limited liability company

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HEREBY GRANT TO CITY OF WEST SACRAMENTO, A MUNICIPAL CORPORATION, AN EASEMENT FOR DRAINAGE DITCH AND/OR DRAINAGE PIPES AND APPURTENANCES OVER, ACROSS AND UNDER ALL THAT REAL PROPERTY SITUATED IN THE CITY OF WEST SACRAMENTO, COUNTY OF YOLO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

SEE EXHIBITS "A" AND "B" ATTACHED HERETO AND MADE A PART HEREOF

OWNERS' NAME (PRINT) OAKSTONE INVESTMENTS, LLC  
a Delaware limited liability company

By:   
John C. Troutman, Vice President

STATE OF CALIFORNIA ) SS  
COUNTY OF \_\_\_\_\_ )

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, BEFORE ME \_\_\_\_\_  
PERSONALLY APPEARED \_\_\_\_\_,

PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL,

*See Attached*

NOTARY'S SIGNATURE: \_\_\_\_\_

ACCEPTED BY THE CITY OF WEST SACRAMENTO PER RESOLUTION \_\_\_\_\_

\_\_\_\_\_  
CITY CLERK, CITY OF WEST SACRAMENTO

\_\_\_\_\_  
DATE

## ACKNOWLEDGMENT

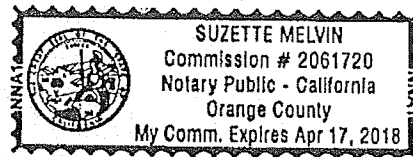
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Orange

On March 9, 2017 before me, Suzette Melvin, Notary Public personally appeared John C. Troutman, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



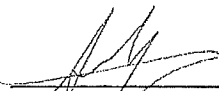
Suzette Melvin

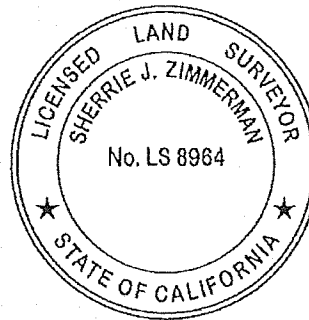
EXHIBIT A  
Drainage Easement

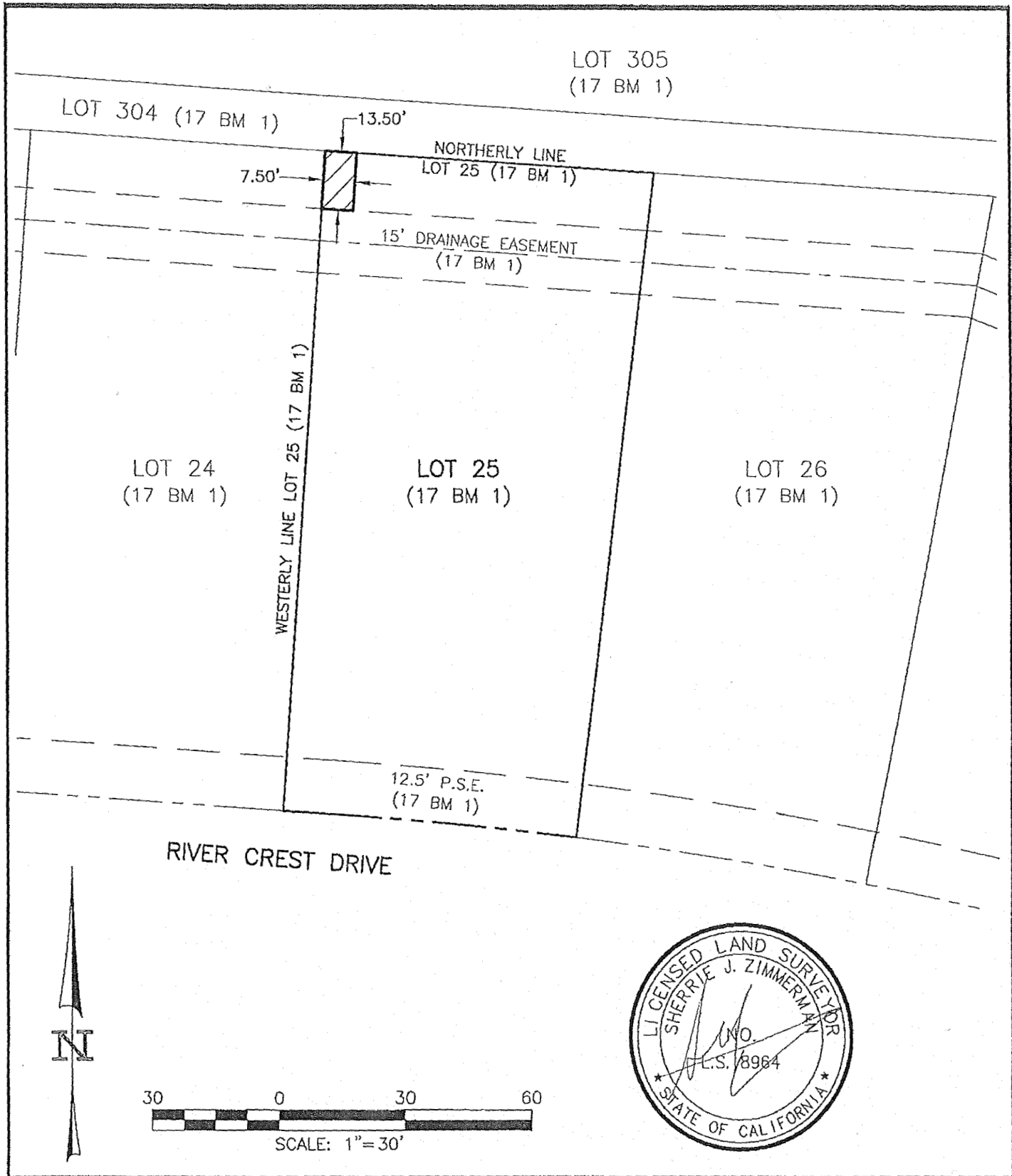
All that portion of Lot 25 as said Lot is shown on the Final Map of Subdivision No. 3953 Unit No. "A" Lighthouse Marina & Country Club Subdivision, filed for record in Book 17 of Maps, Pages 1-18, Official Records of Yolo County and being more particularly described as follows:

Being the northerly 13.50 feet of the westerly 7.50 feet of said Lot 25.

See Exhibit "B", plat to accompany description, attached hereto and a part hereof.

  
3/8/17  
\_\_\_\_\_  
Sherrie J. Zimmerman P.L.S. 8964  
License Expires 09-30-18





<h1>NIV15</h1> <p>2525 NATOMAS PARK DRIVE, STE. 300 SACRAMENTO, CA 95833 916.6419300 TEL 916.6419222 FAX WWW.NIVS.COM</p>	<b>EXHIBIT B</b> <b>DRAINAGE EASEMENT</b> PORTION OF LOT 25, PLAT MAP SUBDIVISION NO. 3958 UNIT NO. A (17 B.M. 4) CITY OF WEST SACRAMENTO, COUNTY OF YOLO, STATE OF CALIFORNIA	SHEET NUMBER <b>1</b> OF 1 SHEETS
	PREPARED FOR: CITY OF WEST SACRAMENTO      DATE SUBMITTED: JAN. 2017	JOB NUMBER <b>8AB014000</b>

RECORDED FOR THE BENEFIT OF  
THE CITY OF WEST SACRAMENTO

WHEN RECORDED RETURN TO:

CITY OF WEST SACRAMENTO  
ATTN: CITY CLERK  
1110 WEST CAPITOL AVENUE  
WEST SACRAMENTO, CA 95691

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### EASEMENT FOR DRAINAGE

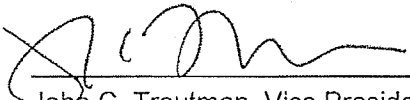
FOR VALUE RECEIVED, OAKSTONE INVESTMENTS, LLC, a Delaware limited liability company

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John C. Troutman, Vice President

STATE OF CALIFORNIA ) SS  
COUNTY OF \_\_\_\_\_ )

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PERSONALLY APPEARED \_\_\_\_\_,

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WITNESS MY HAND AND OFFICIAL SEAL,

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NOTARY'S SIGNATURE: \_\_\_\_\_

ACCEPTED BY THE CITY OF WEST SACRAMENTO PER RESOLUTION \_\_\_\_\_

\_\_\_\_\_  
CITY CLERK, CITY OF WEST SACRAMENTO

\_\_\_\_\_  
DATE

ACKNOWLEDGMENT

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State of California  
County of Orange

On March 9, 2017 before me, Suzette Melvin, Notary Public personally appeared John C. Troutman, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Suzette Melvin

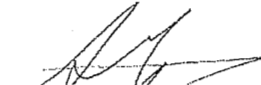


EXHIBIT A  
Drainage Easement

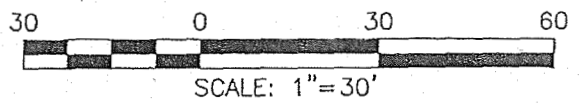
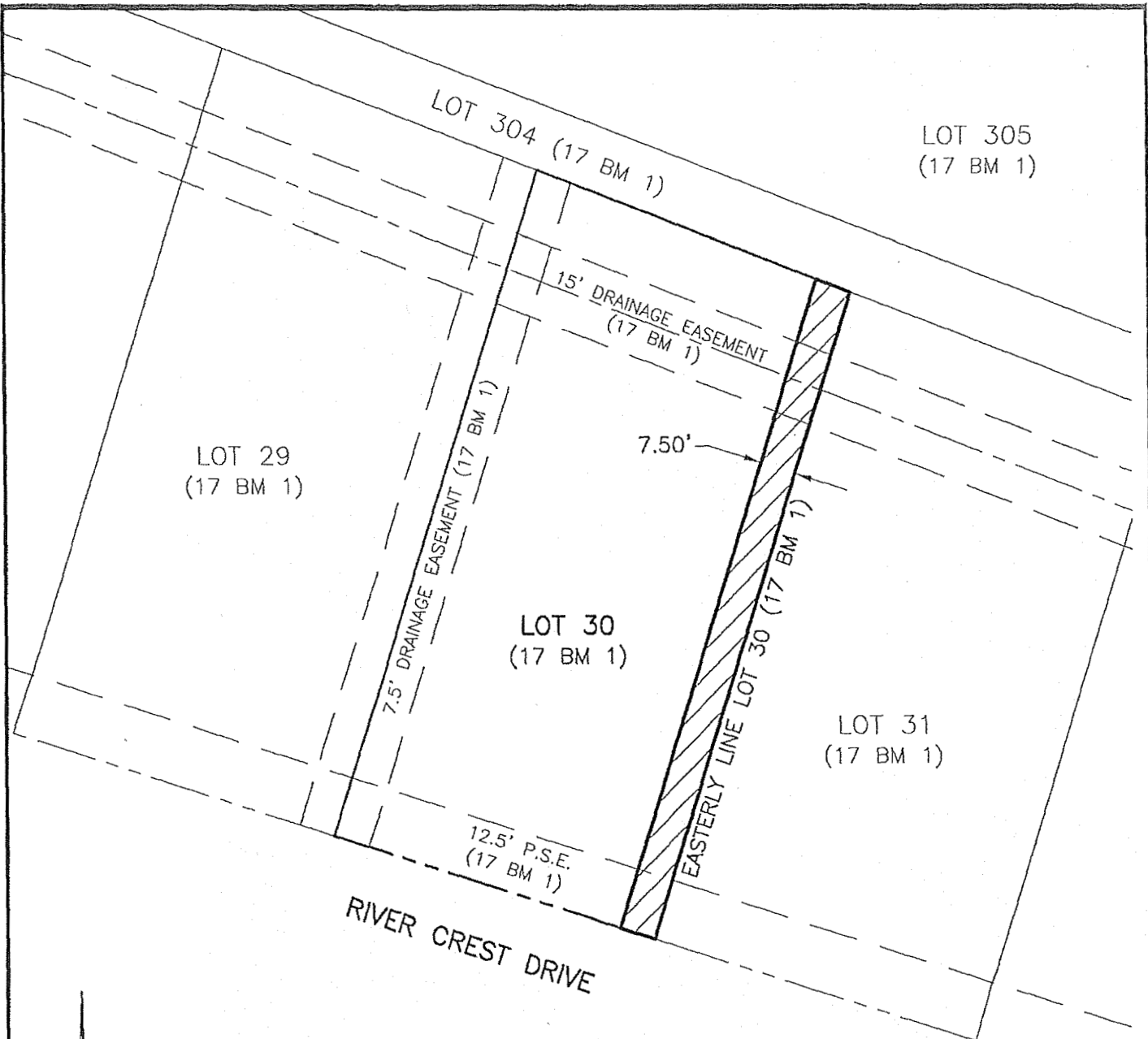
All that portion of Lot 30 as said Lot is shown on the Final Map of Subdivision No. 3953 Unit No. "A" Lighthouse Marina & Country Club Subdivision, filed for record in Book 17 of Maps, Pages 1-18, Official Records of Yolo County and being more particularly described as follows:

Being the easterly 7.50 feet of said Lot 30.

See Exhibit "B", plat to accompany description, attached hereto and a part hereof.

  
3/8/17  
\_\_\_\_\_  
Sherrie J. Zimmerman P.L.S. 8964  
License Expires 09-30-18





<h1>NIV15</h1>	<b>EXHIBIT B</b> <b>DRAINAGE EASEMENT</b>	SHEET NUMBER <b>1</b>
	PORTION OF LOT 30, PLAT MAP SUBDIVISION NO. 3953 UNIT NO. A (17 B.M. 4) CITY OF WEST SACRAMENTO, COUNTY OF YOLO, STATE OF CALIFORNIA	OF 1 SHEETS
2525 KATOWAS PARK DRIVE, STE. 300 916.6419100TEL 916.6419222 FAX SACRAMENTO, CA 95833 WWW.NIVS.COM	PREPARED FOR: CITY OF WEST SACRAMENTO      DATE SUBMITTED: JAN. 2017	JOB NUMBER <b>SAB014000</b>

RECORDED FOR THE BENEFIT OF  
THE CITY OF WEST SACRAMENTO

WHEN RECORDED RETURN TO:

CITY OF WEST SACRAMENTO  
ATTN: CITY CLERK  
1110 WEST CAPITOL AVENUE  
WEST SACRAMENTO, CA 95691

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## EASEMENT FOR DRAINAGE

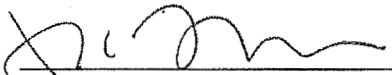
FOR VALUE RECEIVED, OAKSTONE INVESTMENTS, LLC, a Delaware limited liability company

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John C. Troutman, Vice President

STATE OF CALIFORNIA ) SS  
COUNTY OF \_\_\_\_\_ )

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PERSONALLY APPEARED \_\_\_\_\_,

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NOTARY'S SIGNATURE: \_\_\_\_\_

ACCEPTED BY THE CITY OF WEST SACRAMENTO PER RESOLUTION \_\_\_\_\_

\_\_\_\_\_  
CITY CLERK, CITY OF WEST SACRAMENTO

\_\_\_\_\_  
DATE

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State of California  
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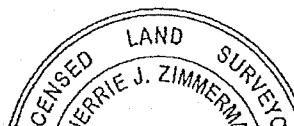
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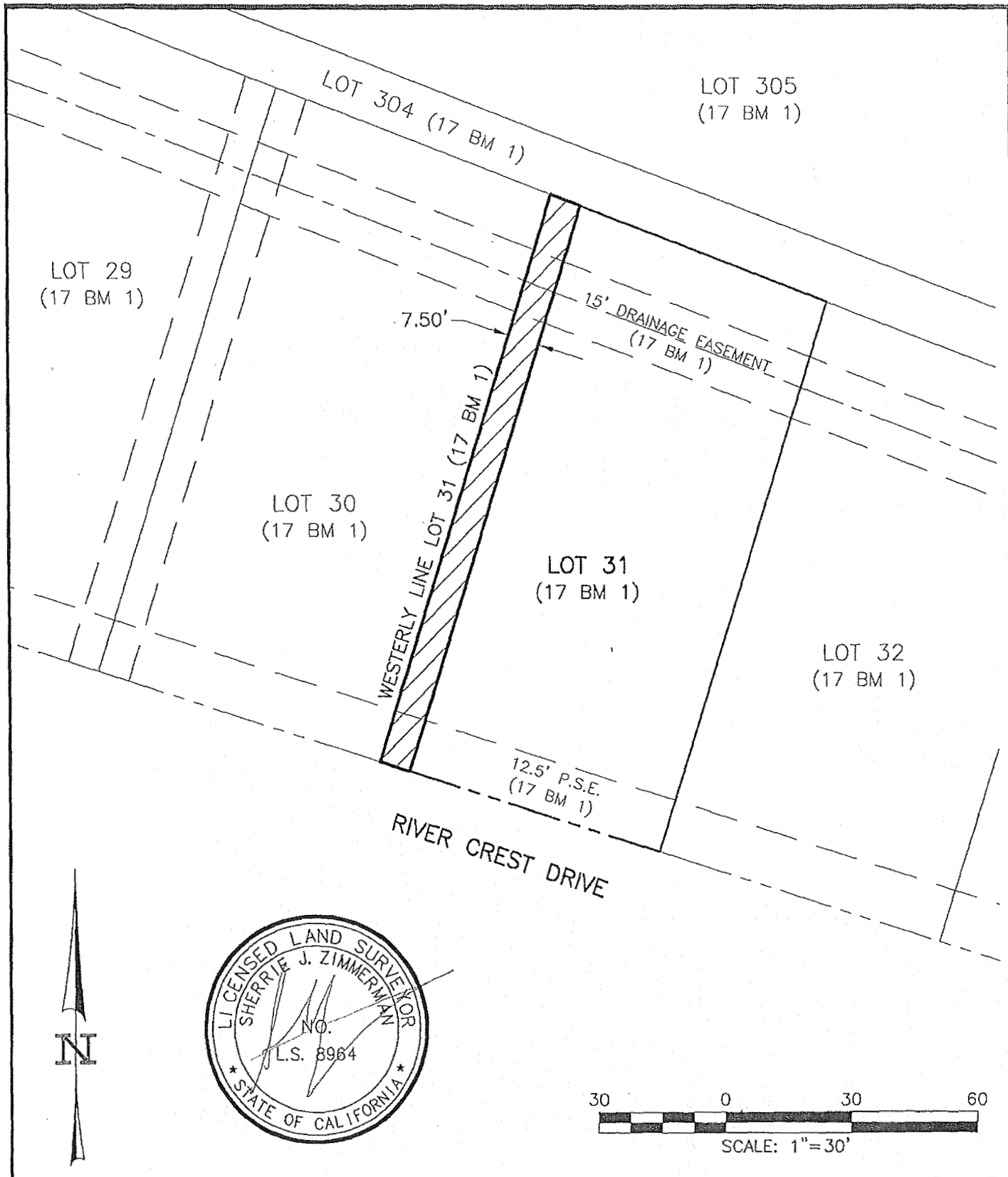
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Being the westerly 7.50 feet of said Lot 31.

See Exhibit "B", plat to accompany description, attached hereto and a part hereof.

  
3/8/17  
\_\_\_\_\_  
Sherrie J. Zimmerman P.L.S. 8964  
License Expires 09-30-18





NIV15

EXHIBIT B  
DRAINAGE EASEMENT

PORTION OF LOT 31, PLAT MAP SUBDIVISION NO. 3953 UNIT NO. A (17 B.M. 4)  
CITY OF WEST SACRAMENTO, COUNTY OF YOLO, STATE OF CALIFORNIA

SHEET NUMBER

1

OF 1 SHEETS

JOB NUMBER  
SAB014000

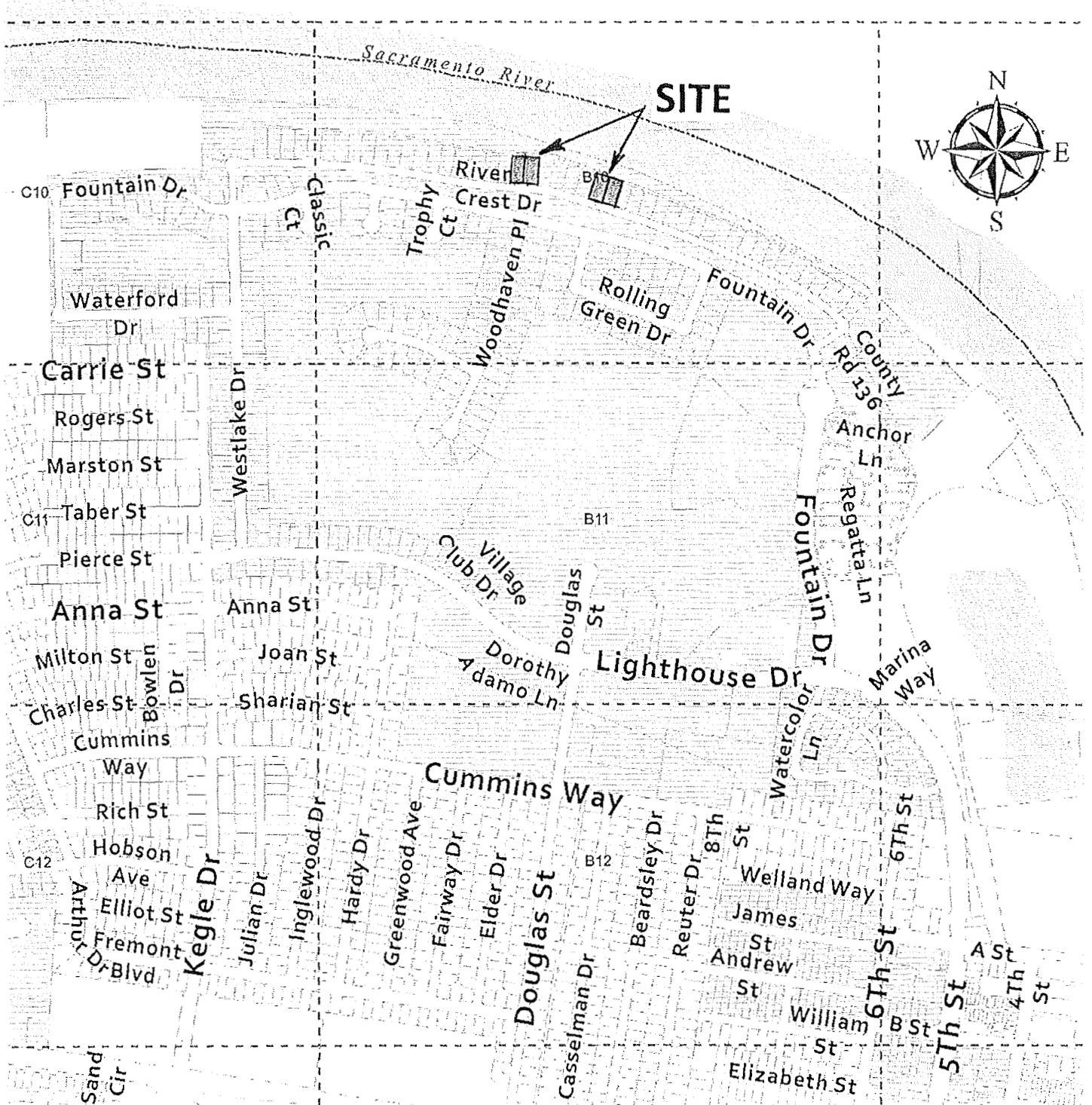
2525 NATOMAS PARK DRIVE, STE. 000  
916.641.9100 TEL. 916.641.9222 FAX

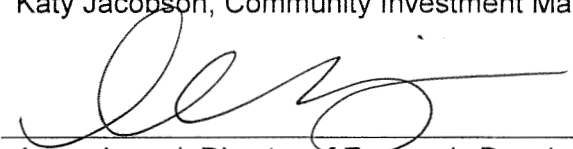
SACRAMENTO, CA 95833  
WWW.NVL.COM

PREPARED FOR: CITY OF WEST SACRAMENTO

DATE SUBMITTED: JAN. 2017

# VICINITY MAP



MEETING DATE: April 19, 2017		ITEM # 8	
<b>SUBJECT:</b> <b>CONSIDERATION OF AGREEMENT WITH GLOBAL SIGNAL ACQUISITIONS IV, LLC  FOR LEASE OF 826 WEST CAPITOL AVENUE FOR TEMPORARY WIRELESS  COMMUNICATIONS FACILITIES</b>			
<b>INITIATED OR REQUESTED BY:</b> <input type="checkbox"/> Council <input checked="" type="checkbox"/> Staff <input type="checkbox"/> Other		<b>REPORT COORDINATED OR PREPARED BY:</b> Katy Jacobson, Community Investment Manager  Aaron Laurel, Director of Economic Development	
ATTACHMENT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Information	<input type="checkbox"/> Direction <input checked="" type="checkbox"/> Action

**OBJECTIVE**

The objective of this report is Council consideration of a Lease Agreement with Global Signal Acquisitions IV, LLC (Crown Castle) for City owned real property located at 826 West Capitol Avenue, West Sacramento for temporary wireless communication facilities.

**RECOMMENDED ACTION**

Staff respectfully recommends that Council:

1. Find that the Class 3 and Class 4 Categorical Exemptions pursuant to Sections 15303 and 15304 of the State CEQA Guidelines is the appropriate level of environmental review and that the finding represents the independent judgment of the City as lead agency under CEQA.
2. Approve a Lease Agreement with Global Signal Acquisitions IV, LLC for a 5,874 square feet area and access across the City owned real property located at 826 Capitol Avenue identified as APN No. 008-150-033-000 in substantively the form attached.
3. Delegate authority to the City Manager to execute the Lease and approve the term extensions as provided in the Lease Agreement.

**BACKGROUND**

The Tower Court development site (Tower Court), located at 811 and 815 West Capitol Avenue between West Capitol and Tower Bridge Gateway, is within Grand Gateway Master Plan, Washington Sustainable Community Strategy (Washington Realized) and Washington Specific Plan areas. The vision for this area is to create a vibrant mixed-use development pattern intended as a prominent gateway to the City's downtown and Civic Center areas, and a complementary transition to the urban development in neighboring districts. Implementation of the plan requires significant improvements to the infrastructure including the first phase reconnection of 7<sup>th</sup> Street and sewer, water, storm drain, circulation and transit service.

The property was acquired by the Redevelopment Agency in the early 1990s in order to remove blighting conditions on the site, including deteriorated buildings and pornographic bookstores. In May 1997, the Redevelopment Agency entered into a lease with AT&T Wireless Services of California Inc. for 2000 square feet of the Tower Court property for facilities, towers and antennas for communications signals (cell tower). The lease included City rights to relocate the cell tower and associated noticing provisions. In May 1999, the City consented to an AT&T sublease to Nextel and entered into a ground lease with Nextel (now Sprint) to allow its telecommunications facilities to come through Tower Court to the cell tower. In June 2011, the City and West Sacramento Redevelopment Successor Agency approved option agreements for the City's acquisition of Tower Court and the City completed title transfer of the property in 2016.

In February 2015, the Council approved a Sustainable Community Strategy (Washington Realized) which identified cross sections and a circulation base map (incorporating current and future street car alignment, and standards for vehicular, bicycle, pedestrian and emergency circulation). In May 2015, the City was awarded two grants to design and construct portions of the infrastructure identified in the Washington Realized planning document: 1) \$4,130,888 Affordable Housing and Sustainable Community (AHSC) grant for circulation infrastructure from the Strategic Growth Council; and 2) \$87,000 ATP grant for design of West Capitol bicycle improvements from SACOG. Jamboree, the developer of West Gateway Place, is a co-recipient under the ASHC grant. The City could not initiate design of the infrastructure until it received a Standard Agreement from



the State of California Housing and Community Development Department in June 2016 and this has created a short construction period.

**ANALYSIS**

The AHSC grant obligates the City to complete the infrastructure project by December of 2018 which provides a challenging 18 month build schedule. The construction, planned to begin July 2017 will lower the grade of the Tower Court parcel by several feet and will require reconstructing and raising West Capitol Avenue between Grand Street and the UPRR railroad tracks. The proposed 7<sup>th</sup> Street roadway construction will directly impact the cell tower facilities due to the excavation required down to the finished grade. In addition, the portion of the Tower Court parcel to the east of the new 7<sup>th</sup> St must be cleared and leveled in preparation for a possible surface parking lot. It is anticipated that heavy construction equipment and various material stockpiles will be located in this area.

The City will need the Tower Court property for the construction of 7<sup>th</sup> Street and must have the site cleared by the end of June 2017. In May 2016, the City provided the required 180 day written notice to AT&T and Crown Castle and the required one year written notice to Sprint (as successor in interest to Nextel), to remove all facilities from Tower Court, pursuant to the terms of the respective lease agreements. In March 2014, AT&T transitioned all of its rights and obligations under the ground lease agreement with the City to Crown Castle. Crown Castle has advised the City that its legal entity for real property transactions is Global Signal Acquisitions IV, LLC.

In November 2016, Crown Castle began communications with the City about the difficulty of the City's schedule given the technical requirements of relocating, permitting and entitling a new location and requested that the City lease a portion of its property at 826 Capitol Avenue, across the street, (Attachment 1) for a four year term to locate Crown Castle's temporary cell tower facilities. Staff has completed negotiations for the proposed terms of the lease.

<b>LEASE TERMS AND CONDITIONS</b>	
<b>Premises</b>	5,874 square feet portion of 826 Capitol Avenue, APN No. 008-150-033-000
<b>Purposes</b>	To provide Lessee with a temporary location for wireless communication facilities while Lessee is securing a permanent wireless communications site elsewhere in the City.
<b>Use</b>	Permitted uses are temporary provision of wireless communications services including the maintenance and operation of up to two (2) cell on wheels or other portable mobile communication facilities and equipment
<b>Term</b>	The initial term is (2) years commencing on the date of execution by the parties with two additional term extensions of (1) year, if Lessee demonstrates that: 1) it has entered into an agreement for a permanent site and is not in default of lease terms; and 2) it is impossible to complete its permanent relocation due to causes beyond the control of its employees, consultants, contractors, agents and others acting on its behalf. Changing economic or market conditions, financial or internal problems of Lessee or problems that can be satisfied by the payment of money are not causes or reasons for the City to grant extensions to the initial term.
<b>Rent</b>	Rent is Five Thousand Dollars (\$5,000.00) per month.

**Environmental Determination**

Staff recommends that the City Council find the project is exempt from further review under CEQA pursuant to CEQA Guidelines Section 15303 (Class 3—Small Structures) and Section 15304 (Class 4-- Minor Alterations to Land). The Class 3 exemption consists of the construction and location of limited new, small equipment in small structures. The Class 4 exemption applies in part to temporary uses involving minimal ground disturbing activities and no removal of mature trees.

**Commission Recommendation**

Not applicable

#### Strategic Plan Integration

Approval of the Lease Agreement with Global Signal Acquisitions IV, LLC for the temporary site is necessary to allow the cell tower to successfully transition off Tower Court to meet the construction schedule obligated by the AHSC grant agreement. Installation of new bicycle, pedestrian and vehicle and infrastructure improvements contributes towards vision 2022 Principle E: Creating Vibrant Neighborhoods by updating circulation, and infrastructure improvements while protecting and preserving neighborhood character.

#### Alternatives

The City Council may:

1. Approve the Lease Agreement with Global Signal Acquisitions IV, LLC.
2. Direct staff to renegotiate specific terms and conditions of the Lease Agreement with Global Signal Acquisitions IV, LLC and return to Council with a modified Lease Agreement at a later date.

Alternative 1 is the staff recommendation as delays in the approval of a Lease Agreement with Global Signal Acquisitions IV, LLC for a temporary site will delay the relocation of the cell tower. In this scenario, the City will have to require construction contractors to bid the construction work with a phased plan for providing site control of Tower Court which will likely result in higher bids because of the constraints this would impose on the contractor.

#### Coordination and Review

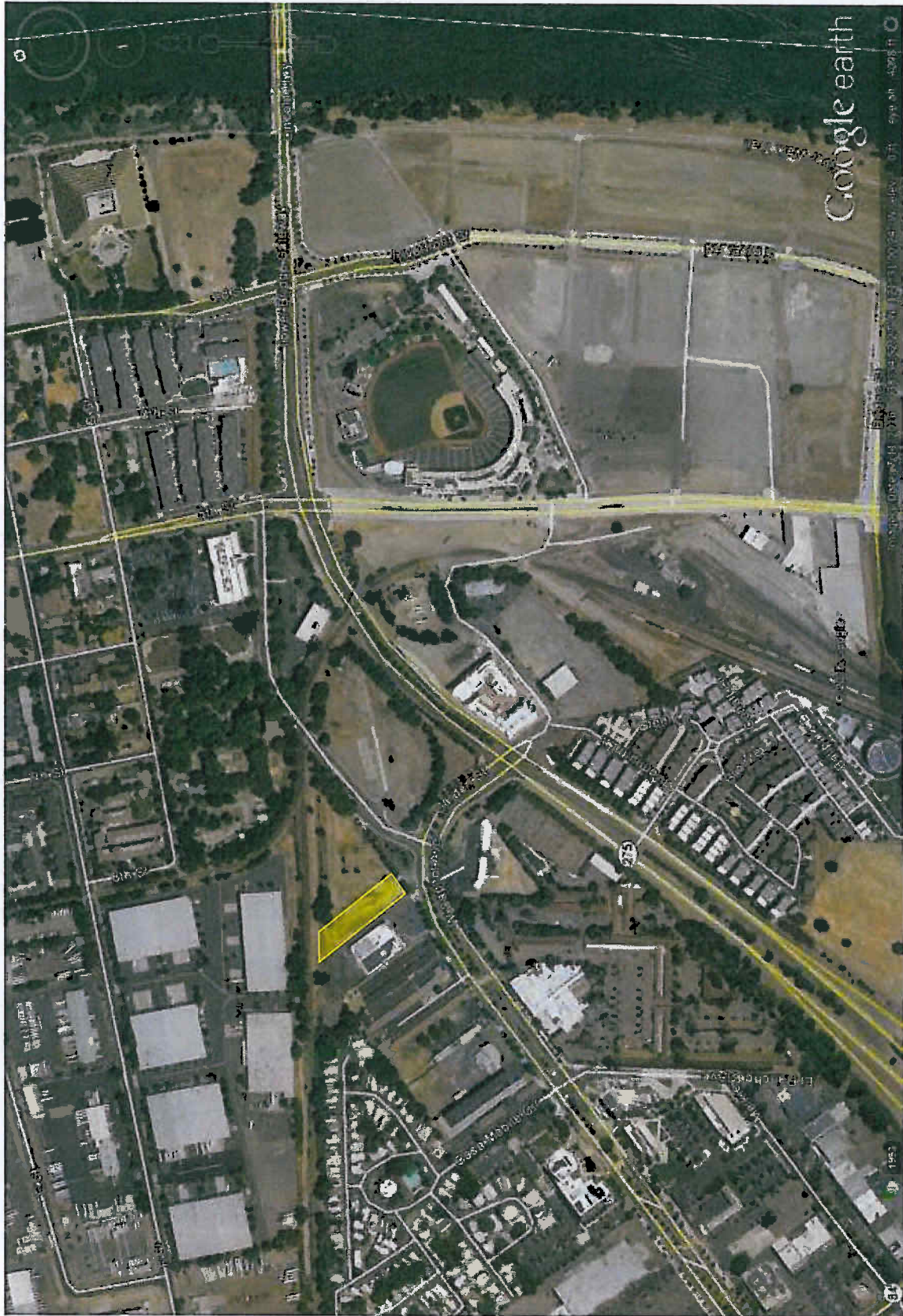
The Community Development, Economic Development and Housing and City Manager Departments and City Attorney have coordinated on the attached Lease Agreement.

#### Budget/Cost Impact

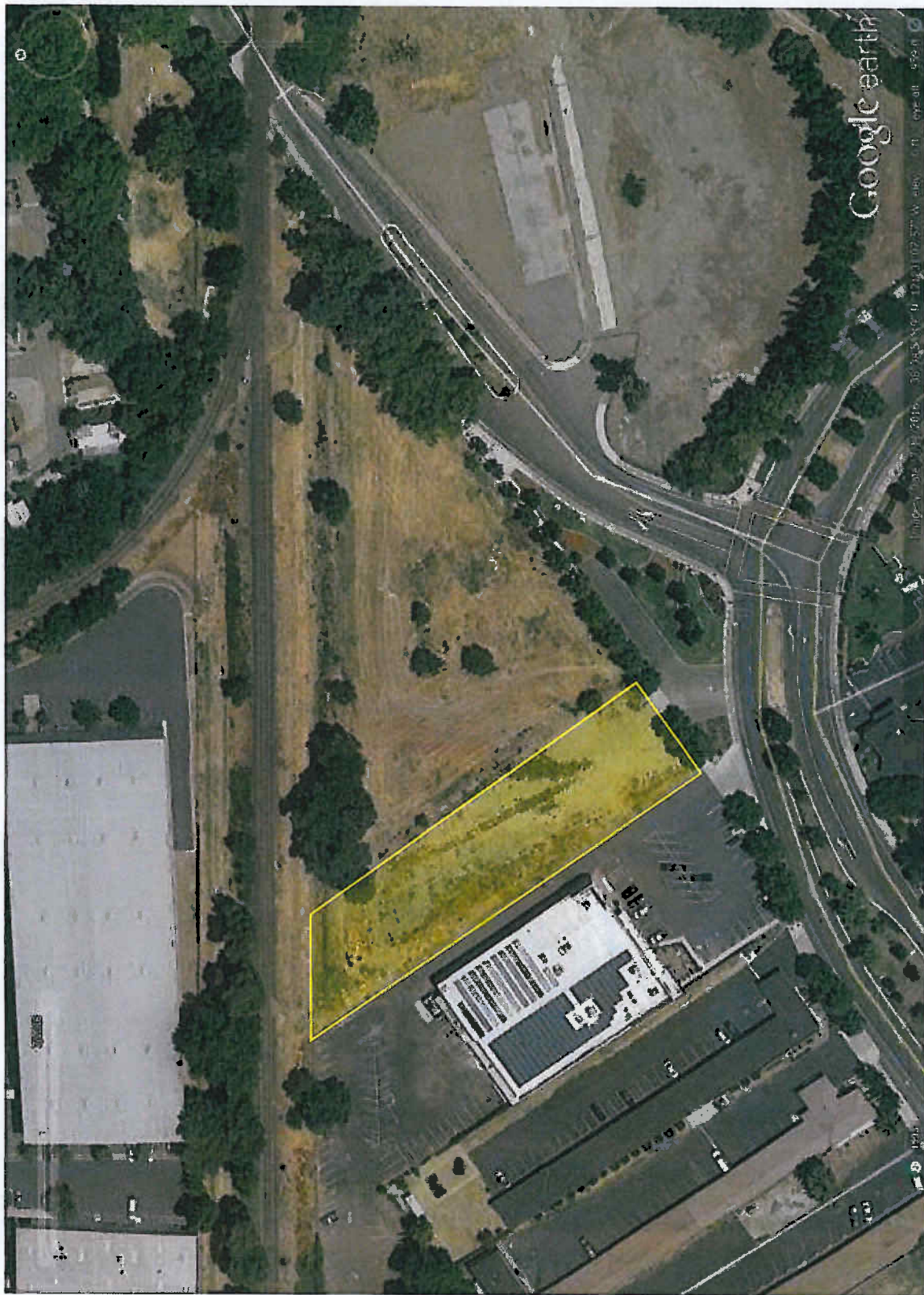
The current revenue from the existing cell tower on Tower Court is \$903.00 per month with annual 3% increases. The temporary lease is fixed at \$5,000 monthly; therefore approval of this lease will result in additional net monthly lease revenue to the City of approximately \$4,100 or \$49,200 annually.

#### **ATTACHMENT(S)**

1. Location Graphic
2. Lease Agreement



Nitro PDF Software  
100 Portable Document Lane  
Wonderland



Nitro PDF Software  
100 Portable Document Lane  
Wonderland

## WIRELESS COMMUNICATIONS SITE LEASE AGREEMENT

THIS WIRELESS COMMUNICATIONS SITE LEASE AGREEMENT ("**Lease**") dated as of the last of the signature dates below ("**Effective Date**"), is between the City of West Sacramento, a California municipal corporation ("**Lessor**" or "**City**"), and Global Signal Acquisitions IV LLC, a Delaware limited liability company ("**Lessee**").

For good and valuable consideration, the parties hereto agree as follows:

### AGREEMENT

1. **Premises.** Lessor owns certain real property located at 826 West Capitol Avenue, City of West Sacramento, County of Yolo, California, identified as APN No. 008-150-033-000 ("**Lessor's Property**") depicted in **Exhibit A**, attached hereto and incorporated herein. Subject to the terms and conditions contained herein, Lessor leases to Lessee that portion of Lessor's Property depicted in **Exhibit B**, attached hereto and incorporated herein (the "**Premises**").

2. **Purpose.** The purpose of this Lease is to provide Lessee with a temporary wireless communication facility location while Lessee is securing a permanent wireless communications site ("**Permanent Facility**") elsewhere in the City. In accordance with that objective, Lessee agrees to submit a telecommunications application with the City planning department for its Permanent Facility by July 31, 2017. Thereafter, the City staff will use reasonable best efforts to diligently process Lessee's application to the City Planning Commission or other authority with jurisdiction over the property where the Permanent Facility would be located in a manner sufficient to allow Lessee sufficient time for Lessee to construct and make operational the Permanent Facility prior to the expiration of the Term (as defined in Section 4 below) of this Lease and to insure that Lessee's operation of the Lessee Facilities on Lessor's Property remains uninterrupted. Lessee agrees to remove, or have removed, the tower and all other facilities, including underground facilities but excluding conduits, and limited to a depth of two feet (2') below the new finished grade for foundations, of the wireless providers currently located on that certain property owned by Lessor at 815 West Capitol Avenue, West Sacramento, CA commonly known as "Tower Court" ("**Tower Court Property**") by not later than June 30, 2017.

3. **Use.** The Premises shall be used by Lessee solely for the temporary provision of wireless communications services, including the transmission and the reception of communications and signals on all frequencies allowed by law, and the maintenance and operation of up to two (2) cell on wheels ("**COW**"), or other portable mobile communication facilities and equipment incidental to operation of such equipment, to provide for temporary network and wireless coverage to its customers ("**Lessee's Facilities**"). By entering into this Lease, Lessee acknowledges that it has been given the opportunity to study the suitability of the Premises for construction of Lessee's Facilities, and has concluded, in its sole discretion, that it wishes to proceed with execution of the Lease. Lessor makes no representations as to the suitability of the Premises or the Lessor's Property for the use proposed by Lessee. Lessor's approval and execution of this Lease in no way constitutes a governmental approval of Lessee's use. Lessee is solely responsible for obtaining any required governmental permits for its intended use.

4. **Term.** The initial term of this Lease shall be two (2) years commencing on the Effective Date ("**Initial Term**"), unless terminated earlier pursuant to the terms contained herein. If it is necessary for Lessee to complete its permanent relocation and commence operation of

communication services beyond the end of the Initial Term due to causes beyond the reasonable control of Lessee, or its employees, consultants, contractors, agents and others acting on behalf of or at the request of Lessee (each a "Lessee Party" and collectively the "Lessee Parties") and Lessee has used good faith endeavors to do so, then Lessee shall have the right to extend the term of the Lease for one (1) additional year ("**First Additional Term**"), provided that (a) Lessee is not in material default of this Lease at the time the extension is requested or at the time the extension term begins; and b) Lessee demonstrates, to City's reasonable satisfaction, that Lessee has the site control needed to construct the Permanent Facility. If despite Lessee's good faith endeavors to do so, Lessee is similarly unable to complete its permanent relocation and commence operation of communication services by the end of the First Additional Term due to causes beyond the control of a Lessee Party, then Lessee shall have the right to extend the term of the Lease for one (1) additional year ("**Second Additional Term**"), provided that (a) Lessee is not in material default of this Lease at the time the extension is requested or at the time the extension term begins; and b) Lessee demonstrates, to City's reasonable satisfaction, that Lessee has the site control needed to construct the Permanent Facility. The Initial Term, the First Additional Term and the Second Additional Term are hereinafter collectively referred to as the "**Term**". Changing economic or market conditions, financial or internal problems of a Lessee Party, or problems that can be satisfied by the payment of money if such payment would be commercially reasonable, shall not be deemed satisfactory reasons for any of the above extensions to the Term of this Lease.

5. Rent. Upon the Effective Date, Lessee shall pay Lessor, as rent, the sum of Five Thousand Dollars (\$5,000.00) ("**Rent**") per month, payable, in advance, on the first day of each month. In any partial month occurring after the Effective Date, Rent will be prorated. The initial Rent payment will be forwarded by Lessee to Lessor within forty-five (45) days after the Effective Date. Lessee will have no right to remain in possession of all or any part of the Premises after the expiration of the Term, as may be extended in accordance with Section 4 above.

6. Approvals; Utilities; Access.

(a) Lessor is the governing body for the City of West Sacramento, and therefore, is a public entity. By executing this Lease, Lessor is only approving the lease of the Premises to Lessee. Lessee is responsible for obtaining all required written approvals of Lessee's Facilities, including all entitlements, appearance, improvement and site plans from the appropriate City department or agency prior to any construction or operations on the Premises, which approval may be granted or denied pursuant to the policies and procedures of such agencies and departments. This Lease is conditioned upon Lessee obtaining all governmental permits and approvals enabling Lessee to operate mobile/wireless communications facilities on the Premises. Lessee shall diligently pursue obtaining the necessary permits and approvals for its proposed use and shall provide Lessor with copies of all such approvals, other than those issued by agencies of the Lessor. If requested by Lessee, Lessor will reasonably cooperate in its proprietary capacity as the owner of Lessor's Property with executing, at Lessee's sole cost and expense, all documents required by any governmental authority in connection with Lessee's use of the Premises, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals reasonably for Lessee's use of the Premises. Lessor agrees to consent to applications for permits or approvals necessary for Lessee's use of the Property if requested by Lessee. Lessor shall be entitled to no further consideration with respect to any of the foregoing matters.

(b) Lessee shall comply with all applicable federal, state and local statutes, ordinances, laws, rules and regulations of any public authority affecting the Premises and

Lessee's Facilities, and the use thereon, including to the extent applicable, but not limited to, the U.S. Department of Labor, Occupational Safety and Health Administration, the Federal Communications Commission ("FCC") and the Federal Aviation Administration (collectively, the "Laws"). Lessee shall promptly correct, at Lessee's sole expense (including, without limitation, payment of any fines or penalties), any noncompliance with the Laws. Lessee shall, at its own cost, obtain all federal, state and local permits and licenses necessary to operate under this Lease. Lessor agrees to comply with all Laws relating to Lessor's ownership and use of Lessor's Property and any improvements on Lessor's Property only to the extent necessary for Lessee's use and enjoyment of the Premises and all of the rights expressly granted or conferred by Lessor to Lessee hereunder.

(c) All of Lessee's construction and installation work shall be performed at Lessee's sole cost and expense, and in a good and workmanlike manner that shall not unreasonably interfere in any manner with Lessor's use of the rest of Lessor's Property. Title to Lessee's Facilities and any equipment placed on the Premises by Lessee shall be held by Lessee. All of Lessee's Facilities shall remain the property of Lessee and are not fixtures.

(d) To the extent feasible, utilities serving Lessee's Facilities shall be separately metered and billed, and Lessee shall be solely responsible for and fully and promptly pay for all utilities furnished to the Premises for the use, operation and maintenance of Lessee's Facilities. Lessor shall not be responsible for any such charges, and if Lessor is required to pay any such charges, they shall be added to the Rent payable herein. Lessee may install utilities on the Premises and/or to improve the present utilities on the Premises upon written approval of Lessor, such approval not to be unreasonably withheld, conditioned or delayed, and Lessee obtaining any necessary City permits. Lessee shall be entitled to install up to five (5) utility poles in connection with Lessee's Facilities. In no event shall Lessee underground any utilities. Except for the installation of the utility poles, Lessee shall not engage in any ground-disturbing activities in connection with Lessee's activities on the Property.

(e) Upon the expiration, cancellation or termination of this Lease, Lessee shall surrender the Premises in its original condition, less ordinary wear. Lessee shall remove all Lessee's Facilities, at its sole expense, on or before the termination or the expiration of this Lease. If Lessee has not removed Lessee's Facilities and personal property, and has not restored the Premises within a reasonable time not to exceed thirty (30) days following Lessee's receipt of written notice from Lessor, which notice is delivered by Lessor to Lessee following the expiration or termination of this Lease, Lessor may do so and Lessee shall reimburse Lessor for all expenses or costs for removal and restoration. Lessee's obligations under this section will survive the expiration or termination of this Lease.

(f) Lessee shall not subject Lessor's Property to any mechanics lien or any other lien whatsoever caused by Lessee's installation of Lessee's Facilities. If any mechanics lien or other lien, charge or order for payment of money will be or is filed as a result of Lessee's installation of Lessee's Facilities, Lessee shall cause such lien, charge or order for payment of money to be discharged or appropriately bonded or otherwise secured with sixty (60) days after Lessee's receipt of written notice thereof from Lessor or any other party. If Lessee fails to cause the lien or encumbrance to be discharged or bonded as required by this paragraph, then Lessor will be entitled, but not obligated, to bond the same and add the actual cost thereof to all Rents payable herein. Lessee will indemnify and hold Lessor harmless from any and all liabilities and costs to the extent resulting from Lessee's failure to timely secure the same.

(g) Lessor shall provide Lessee vehicular and pedestrian ingress, egress, and access over Lessor's Property to the Premises at all times during the Term of this Lease at no additional charge to Lessee.

7. Interference with Communications. Lessee's Facilities shall comply with all applicable non-interference rules of the FCC. Lessor shall not permit the use of or any new communications activity upon any portion of Lessor's Property which interferes with the communications operations of Lessee. Such interference shall be deemed a material breach by Lessor, and Lessor shall have the responsibility to promptly terminate said interference. In the event any such interference does not cease promptly, Lessee shall have the right to terminate the Lease immediately upon notice to Lessor.

8. Taxes. A possessory interest subject to taxation and assessments may be created by this Lease pursuant to Revenue and Taxation Code section 107.6 and Government Code section 53340.1. Lessee agrees to pay all such possessory interest taxes and assessments if applicable to this Lease. Lessee shall also pay personal property taxes assessed against Lessee's Facilities.

9. Termination. This Lease may be terminated without further liability, except those obligations which expressly survive termination or expiration hereof, on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant, condition, or term hereof by the other party, which default is not cured within thirty (30) days of receipt of written notice of default, provided that the defaulting party shall have up to sixty (60) days as may be required beyond the thirty (30) day cure period to cure any non-monetary default if the nature of the cure is such that it reasonably requires more than thirty (30) days to cure, and the defaulting party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion sixty (60) days thereafter; (ii) by Lessor upon any monetary default that is not cured within fifteen (15) business days following Lessee's receipt of written notice of such default; (iii) by Lessee if it does not obtain or maintain, licenses, permits or other approvals necessary to the construction or operation of Lessee's Facilities; (iv) by Lessee if Lessee determines that the Premises are not appropriate for its operations for economic, environmental or technological reasons, including without limitation, signal strength or interference; (v) by either party if Lessee's FCC license is revoked, removed or suspended; or (vi) by Lessee upon thirty (30) days' prior written notice to Lessor. This Lease shall automatically terminate upon Lessee vacating the Premises.

10. Destruction of Premises. If the Premises or Lessor's Property is destroyed or damaged so as, in Lessee's reasonable judgment, to hinder its effective use of Lessor's Property, Lessee may elect to terminate this Lease as of the date of the damage or destruction by so notifying Lessor no more than forty-five (45) days following the date of damage or destruction. In such event, all rights and obligations of the parties which do not survive the termination of this Lease shall cease as of the date of the damage or destruction and Lessee shall be entitled to the reimbursement of any prepaid amounts paid by Lessee.

11. Condemnation. If a condemning authority takes all of Lessor's Property, or a portion which in Lessee's opinion is sufficient to render the Premises unsuitable for Lessee's use, then this Lease shall terminate as of the date when possession is delivered to the condemning authority. In any condemnation proceeding each party shall be entitled to make a claim against the condemning authority for just compensation (which for Lessee shall include, the value of Lessee's Facilities, moving expenses, prepaid Rent, business dislocation expenses, value of the lease and any other amounts recoverable under condemnation law). Sale of all or part of the



Premises to a purchaser with the power of eminent domain in the face of the exercise of its power of eminent domain shall be treated as a taking by a condemning authority.

12. Insurance and Indemnification. Lessee shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Lease, the policies of insurance specified in this section. Such insurance shall be placed with insurers with a current A.M. Best's rating of no less than A-:VII. Prior to commencement of any work, the Lessee shall furnish the Lessor with certificates of insurance evidencing the policies required and copies of all endorsements required herein. The certificates and endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. Approval of the insurance by the Lessor shall not relieve or decrease any liability of Lessee. In addition to any other remedy the Lessor may have, if Lessee fails to maintain the insurance coverage as required in this section, the Lessor may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the Lessor may add the cost of such insurance to any amounts due or which may become due Lessor from Lessee. Each insurance policy required by this Lease shall be endorsed to provide at least thirty (30) days' prior written notice to Lessor of cancellation by the insurer for any reason other than non-payment of premium. The requirement as to types and limits of insurance coverage to be maintained by Lessee are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by the Lessee pursuant to the Lease.

The Lessee and its contractors and subcontractors and agents while working hereunder, shall, at their expense, maintain in effect at all times under the Lease not less than the following coverage and limits of insurance. The failure of Lessee, or of any of its contractors or subcontractors or agents, to maintain or renew coverage, or to provide evidence of renewal, may be treated by the Lessor as a material breach of this Lease:

- (i) Commercial General Liability (ISO CG 0001 or its equivalent) with limits of \$1,000,000.00 per occurrence and in the aggregate;
- (ii) Automobile Liability (ISO CA 0001, including code 1 or its equivalent) with a combined single limit of \$1,000,000.00 per accident;
- (iii) Workers Compensation as required by law;
- (iv) Employer's Liability with limits of \$1,000,000.00 per occurrence; and
- (v) Standard form property insurance ("All Risk" coverage) equal to the replacement cost of Lessee's Facilities. Lessee may self-insure this coverage (contractors, agents and subcontractors are not required to comply with this).

The insurance required in provisions (i) and (ii) shall include, but shall not be limited to, protection against claims arising from death, bodily or personal injury, or damage to property resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. Lessee shall name the Lessor and each of its officers, employees, and agents, as additional insureds on its commercial general liability and automobile liability policies covering liability arising out of activities performed by or on behalf of the Lessee; premises owned, occupied or used by the Lessee; or automobiles owned,

leased, hired or borrowed by the Lessee. The coverage shall contain no special limitations on the scope of protection afforded to the Lessor, its officers, officials, employees or volunteers except for claims solely caused by an additional insured, and a provision or endorsement stating that for any claims related to this project, the Lessee's required insurance coverage shall be primary insurance as respects the Lessor, its officers, officials, employees and volunteers to the extent the Lessor is an additional insured. Any insurance or self-insurance maintained by the Lessor, its officers, officials, employees or volunteers shall be in excess of the Lessee's required insurance and shall not contribute with it, a provision or endorsement stating that any failure of the Lessee to comply with reporting or other provisions of the policies, including breaches of representations, shall not affect coverage provided to the Lessor, its officers, officials, employees, or volunteers.

13. Indemnification and Hold Harmless. Lessee shall defend, pay, indemnify and hold harmless Lessor, its directors, officers, officials, employees, agents, invitees, and volunteers from all claims, suits, actions, damages, demands, costs or expenses of any kind or nature by or in favor of anyone whomsoever and from and against any and all costs and expenses, including, without limitation, court costs and reasonable attorneys' fees, resulting from or in connection with loss of life, bodily or personal injury or property damage arising directly or indirectly out of or from or on account of Lessee's entry, use or presence upon the Premises and Lessor's Property, except such loss or damage which was caused by the gross negligence or willful misconduct of Lessor. This requirement shall survive termination or expiration of the Lease.

14. Sublease/Assignment. Lessee shall not assign this Lease without prior written approval of Lessor, which may be withheld by Lessor in its sole discretion; provided however, Lessee may assign this Lease without Lessor's consent to any entity which controls, is controlled by, or is under common control with Lessee, provided that before any such assignment shall be effective, written notice is provided to Lessor and the assignee must assume in writing all of the obligations of Lessee under this Lease. Any such assignment shall not, in any way, affect or limit the liability of Lessee under the terms of this Lease. "Control" means the direct or indirect ownership of more than fifty percent (50%) of the voting interest or rights of an entity. Lessee shall be permitted to sublease the Premises and Lessee's Facilities without consent to AT&T, Inc. or its affiliates and subsidiaries, and Sprint Corporation or its affiliates and subsidiaries, to provide wireless communication services from Lessee's Facilities. Any sublease shall not provide rights or term greater than what is provided in this Lease.

15. Repairs. Lessee shall be obligated to maintain the appearance of the Premises and Lessee's Facilities in reasonably good visual condition, and shall not allow visible forms of decay or deterioration on the Premises, including, but not limited to, rust, decay, weeds, or abandoned or broken equipment to be visible from Lessor's Property or immediately surrounding property. Upon Lessee's receipt of thirty (30) days written notice from Lessor, Lessee shall promptly correct and take such additional measures as reasonably necessary to prevent conditions emanating from the Premises which impair Lessor's quiet use and enjoyment of Lessor's Property. During the Term of this Lease and any Term extensions, Lessee shall promptly, and at its sole expense, repair any and all damage to the Premises and Lessee's Facilities which results in visible destruction to same, unless said damage is caused by Lessor or its employees, agents or contractors. Lessor shall, at its sole expense, repair any damage to the Lessee's Facilities or the Premises caused by Lessor or its employees, agents or contractors.

16. Environmental.

(a) Lessee may utilize and maintain on the Premises common Hazardous Materials used in telecommunications operations in limited quantities as necessary for operations. Lessee agrees that the use and maintenance of such items shall be in compliance with all applicable Laws. Lessee shall be solely responsible for remediating any environmental contamination caused by the installation, operation or maintenance of the Lessee's Facilities on the Premises. Lessee shall indemnify, defend, protect and hold Lessor harmless from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs or expenses (including attorneys' fees) arising as a result of the Lessee's introduction of any Hazardous Materials to Lessor's Property or the Premises. Lessor acknowledges that Lessee shall not be liable or responsible for any Hazardous Materials that are now located or later comes to be located on, over, under or about Lessor's Property, except for any such Hazardous Materials that are placed or released on Lessor's Property by Lessee Parties or any of them.

(b) Definition of "Hazardous Materials." For purposes of this Lease, the term "Hazardous Materials" shall include, but not be limited to, any flammable, corrosive or ignitable material, any explosives, or petroleum by-products, any radioactive materials, waste or substances or any toxic substances and other substances defined as "hazardous substances," "hazardous wastes," "extremely hazardous wastes," "hazardous materials" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 USC section 9601, et seq.; the Toxic Substances Control Act, 15 USC section 2601, et seq.; Hazardous Materials Transportation Act, 49 USC section 1801, et seq.; The Resource Conservation and Recovery Act, 42 USC section 6901, et seq.; and/or in the regulations, compliance and guidance documents promulgated pursuant to such laws and any similar state or local law.

17. Notices. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective three (3) business days after placed in the mail or immediately upon receipt (or refusal of delivery or receipt). Notices will be addressed to the parties as follows.

Lessor: City of West Sacramento  
1110 West Capitol Avenue  
West Sacramento, CA 95691  
Attention: City Manager

Lessee: Global Signal Acquisitions IV LLC  
2000 Corporate Drive  
Canonsburg PA 15317  
Attention: Legal Department

Either party may change the address for the purpose of this section by giving written notice of the change to the other party in the manner provided in this section.

18. Miscellaneous.

(a) Captions. The captions of the sections and subsections of this Lease are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction or meaning of the provisions of this Lease.

(b) Waiver. Any express or implied waiver of a breach of any term of this Lease shall not constitute a waiver of any further breach of the same or other term of this Lease; and the acceptance of Rent shall not constitute a waiver of any breach of any term of this Lease, except as to the payment of Rent accepted.

(c) Governing Law; Venue. This Lease and all matters arising out of or relating to this Lease, including, without limitation, its validity, interpretation, construction, performance and enforcement, will be governed by and construed pursuant to California law, without regard to its conflict of laws provisions. In the event of litigation arising under this Lease, venue shall reside exclusively in the Superior Court of the County of Yolo.

(d) Attorneys' Fees. If any action at law or in equity is brought to recover any Rent or other sums under this Lease, or for or on account of any breach of or to enforce or interpret any of the covenants, terms, or conditions of this Lease, or for the recovery of the possession of Lessor's Property, the prevailing party shall be entitled to recover from the other party, as part of prevailing party's costs, reasonable attorneys' fees, the amount of which shall be fixed by the court and shall be made a part of any judgment rendered.

(e) Partial Invalidity. Should any provision of this Lease be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions of this Lease shall remain in effect, unimpaired by the holding.

(f) Entire Agreement. This Lease constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other leases concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both parties.

(g) Time of Essence. Time is of the essence in this Lease.

(h) Counterparts. This Lease may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same Lease.

(Signatures on Next Page)

IN WITNESS WHEREOF, the parties have executed this Lease as of the dates below.

LESSOR:

**City of West Sacramento,**  
a California municipal corporation

By: \_\_\_\_\_  
**Martin Tuttle, City Manager**

Date: \_\_\_\_\_, 2017

ATTEST:

By: \_\_\_\_\_  
**Kryss Rankin, City Clerk**

APPROVED AS TO FORM:

By: \_\_\_\_\_  
**Jeffrey A. Mitchell, City Attorney**

LESSEE:

**Global Signal Acquisitions IV LLC,**  
a Delaware limited liability company

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

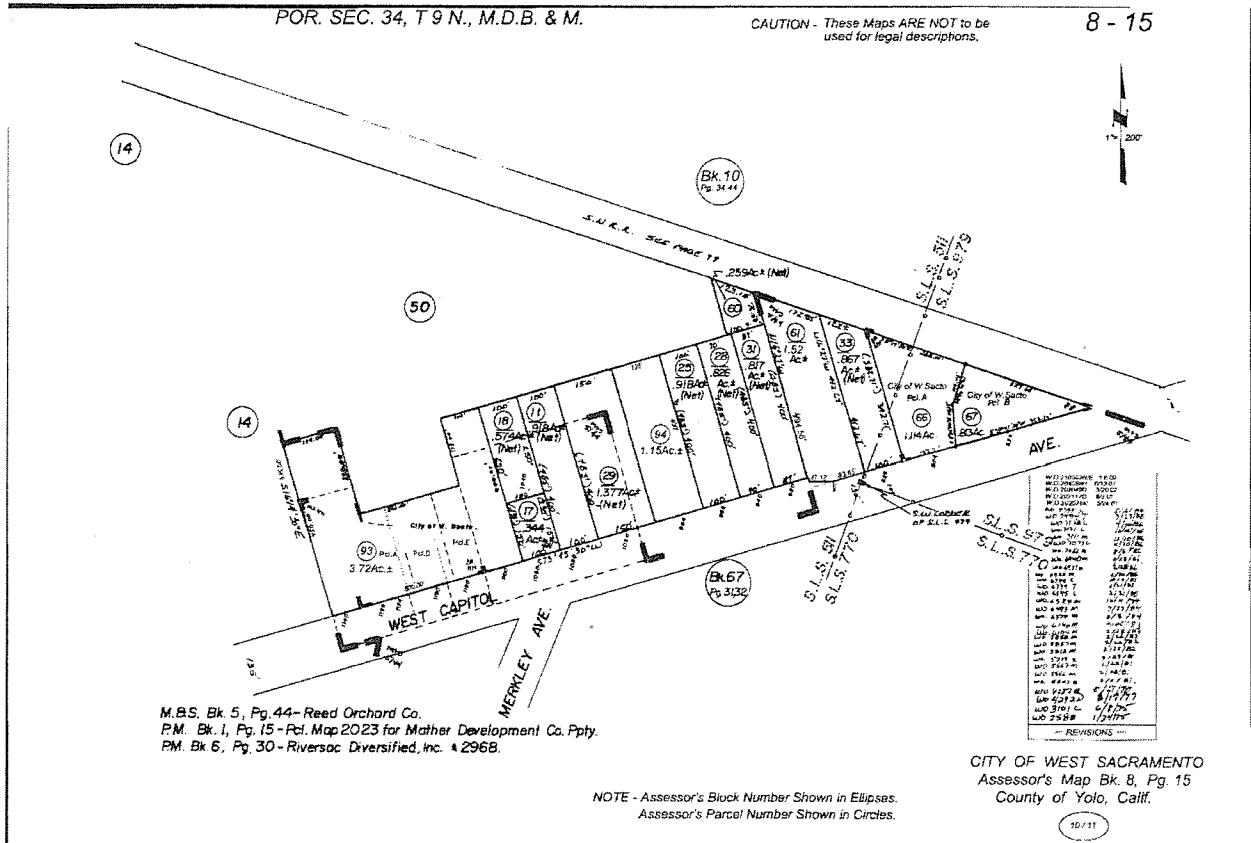
Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_, 2017

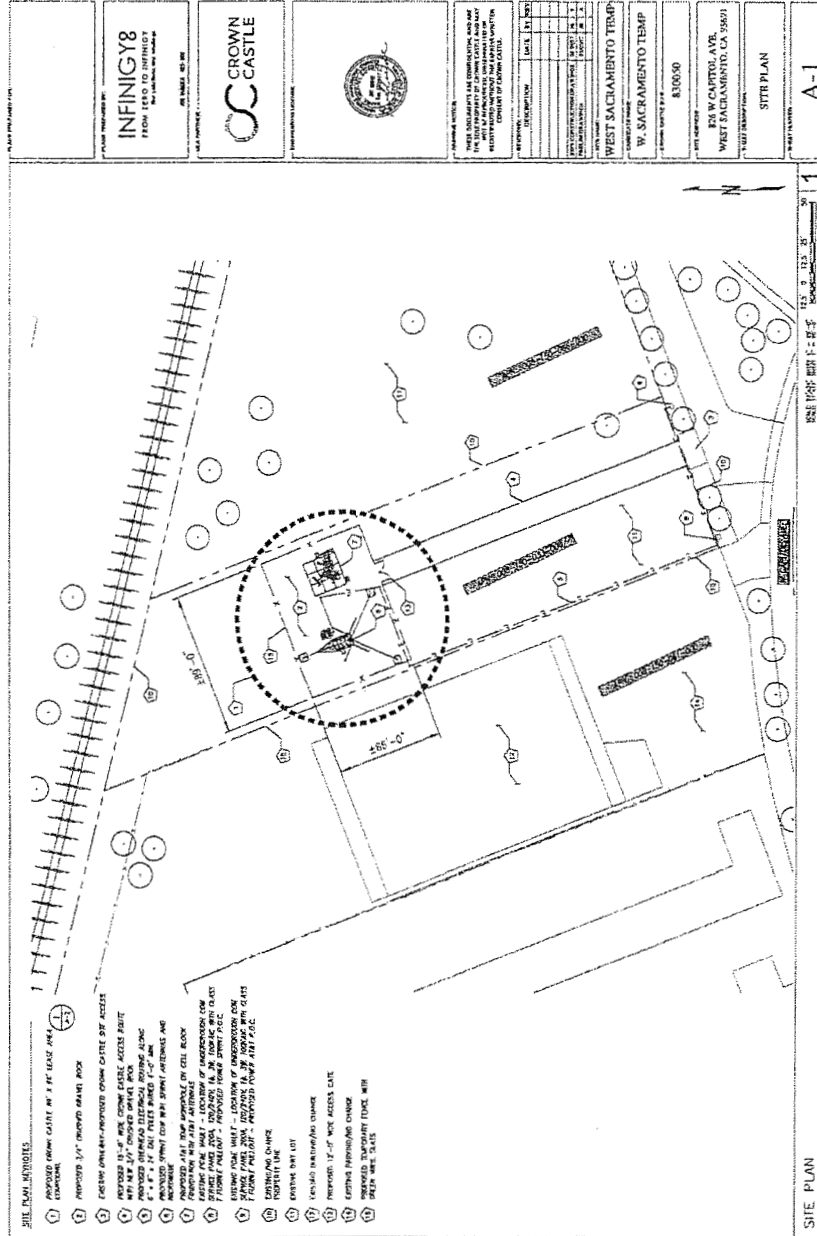
**Exhibit A**

(Depiction of Lessor's Property)



**Exhibit B**

(Depiction of the Premises)



**INFINIGY8**  
 FROM LEAD TO BIRTHED

**CROWN CASTLE**

WEST SACRAMENTO TEMP  
 W. SACRAMENTO TEMP

8108-00

1500 CAPITAL AVE  
 WEST SACRAMENTO, CA 95821

SITE PLAN

A-1

Exhibit B





MEETING DATE: April 19, 2017

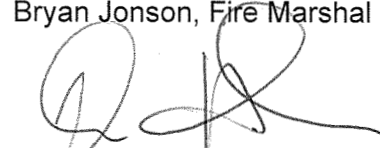
ITEM # 9

**SUBJECT:****CONSIDERATION OF RESOLUTION 17-36 DECLARING LISTED LOTS A HAZARD AND SCHEDULING A PUBLIC HEARING TO CONSIDER OBJECTIONS TO WEED ABATEMENT****INITIATED OR REQUESTED BY:**

Council     Staff  
 Other

**REPORT COORDINATED OR PREPARED BY:**

Bryan Jonson, Fire Marshal

  
 John Heilmann, Fire Chief
ATTACHMENT     Yes     No Information Direction Action**OBJECTIVE**

The purpose of this report is to initiate the 2017 Weed Abatement Program and subsequent efforts.

**RECOMMENDED ACTION**

It is respectfully recommended that the City Council:

1. Adopt Resolution 17-36, declaring weeds growing on certain lots to be a public nuisance and initiating the 2017 weed abatement program. The Resolution further directs the Fire Department to begin the formal weed abatement process by notifying all affected property owners by mail of the intended action by April 26, 2017; and
2. Set its regular meeting of May 10, 2017 as a Public Hearing to consider objections to the proposed removal of weeds.

**BACKGROUND**

This will be the 30<sup>th</sup> year the City has conducted weed abatement on non-complying properties. Each year under the program has been highly successful in reducing the total number of vegetation fires, intensity and size of vegetation fires, and citizen complaints regarding high vegetation.

This year the program provides for weed abatement by the contractor to commence on May 18, 2017. The total annual contract has historically been under \$30,000 with 100% of the contract costs for private party weed abatement plus a 20% City of West Sacramento administrative fee recovered by invoicing and ultimately liens upon such land until paid.

**ANALYSIS**

Combustible vegetation and wildland/urban interface (WUI) fires have often been in the news in recent years. Nine of the 25 costliest (in terms of property loss) fires in U.S. history were described as forest, wildland or WUI fires, with the eight costliest in the last two decades. Although West Sacramento does not have specifically defined WUI in our jurisdiction, we do have multiple identified moderate fire hazard severity zones. With the inclusion of the existing rural areas in the southern part of the city, a legitimate threat of vegetation fire exists.

Based on data from the U.S. Fire Administration's (USFA's) National Fire Incident Reporting System (NFIRS) and the National Fire Protection Association's (NFPA's) annual fire department experience survey, NFPA estimates that during 2007 – 2011, local fire departments responded to an average of 334,200 brush, grass or forest fires per year. In most cases, less than one acre burned. Overall, these incidents accounted for 24% of all fires reported to local fire departments. West Sacramento's brush fire incidents may only represent less than 1% of all incidents in our jurisdiction (for 2016), but the threat of fire is just as great.

A proactive approach to reducing the risk of vegetation fires in the upcoming months will aid in the reduction of fire threat and property damage. By the authority dictated by the California Government Code Sections 39560–39588, the City has created the Weed Abatement Program to assure that this unnecessary fire threat is managed.

**Commission Recommendation**

N/A

Strategic Plan Integration

This program allows our residents to feel safe and secure, enjoy a comfortable living environment, and take pride in our community.

Alternatives

The City may choose not to actively pursue a weed abatement program; however, it is more than probable that there will be an increase in the intensity of vegetation fires as the fuel becomes drier during the summer months. This added fuel load within the city is a threat to life and property. By reducing the size of the combustible vegetation, the risk and intensity of fires are significantly reduced.

Coordination and Review

This report was produced by the Community Risk Reduction Division in conjunction with the Finance Department.

Budget/Cost Impact

100% of the private party weed abatement costs (historically under \$30,000) are reimbursed by property owners, which also includes a 20% administrative fee.

**ATTACHMENTS**

1. Resolution 17-36

**RESOLUTION 17-36**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF WEST SACRAMENTO DECLARING WEEDS  
GROWING ON CERTAIN LOTS TO BE A PUBLIC NUISANCE  
AND INITIATING THE 2017 WEED ABATEMENT PROGRAM**

**WHEREAS**, the City Council elects to proceed under California Government Code, Article 2, Sections 39560 – 39588 to declare as a public nuisance and abate all weeds growing upon streets, sidewalks and private property in the city; and

**WHEREAS**, "weeds," as used in this article includes any of the following:

- a) Weeds which bear seeds of a downy or wingy nature;
- b) Sagebrush, chaparral and any other brush or weeds which attain such large growth as to become, when dry, a fire menace to adjacent improved property;
- c) Weeds which are otherwise noxious or dangerous;
- d) Poison oak and poison ivy when the conditions of growth are such as to constitute a menace to the public health; or
- e) Dry grass, stubble, brush, litter, or other flammable material which endangers the public safety by creating a fire hazard.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of West Sacramento hereby declares as a public nuisance all weeds growing upon the streets, sidewalks, and private property in the city, specifically identified on the attached list of properties. The City Council also declares weeds growing on said parcels to be a seasonal and recurrent nuisance.

**BE IT FURTHER RESOLVED** the City Council hereby instructs the Community Risk Reduction Division of the Fire Department to mail, no later than April 26, 2017, written notices of the proposed abatement and public hearing to be held on May 10, 2017 to all persons owning property, according to the last equalized assessment roll available, described in this Resolution.

**BE IT FURTHER RESOLVED** the City Council hereby sets its regular meeting of May 10, 2017 as a Public Hearing date to consider objections for the proposed removal of weeds.

**PASSED AND ADOPTED** this 19th day of April, 2017 by the following vote:

**AYES:  
NOES:  
ABSENT:**

\_\_\_\_\_  
Christopher L. Cabaldon, Mayor

**ATTEST:**

\_\_\_\_\_  
Kryss Rankin, City Clerk

Weed Abatement Mailing List by APN 2017

APN	APN	APN	APN	APN	APN
010-495-010-000	058-310-001-000	046-551-004-000	014-710-009-000	046-230-031-000	046-220-012-000
010-495-011-000	014-690-089-000	045-182-011-000	014-710-010-000	046-230-033-000	045-160-007-000
010-495-012-000	010-511-037-000	014-054-015-000	014-710-011-000	046-250-005-000	045-160-014-000
010-495-013-000	046-142-015-000	014-054-016-000	014-710-012-000	045-030-044-000	045-160-015-000
045-280-015-000	046-143-003-000	046-240-032-000	014-710-013-000	045-030-045-000	045-160-016-000
045-280-016-000	014-690-047-000	045-182-028-000	014-710-014-000	045-551-005-000	045-211-001-000
045-280-017-000	045-160-033-000	046-270-038-000	014-710-015-000	045-551-006-000	046-170-001-000
067-051-007-000	046-144-001-000	046-260-006-000	014-710-062-000	045-551-010-000	046-170-013-000
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Weed Abatement Mailing List by APN 2017

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045-123-036-000	045-240-010-000	014-700-049-000	046-250-018-000	046-160-065-000	046-100-019-000
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014-610-021-000	046-270-025-000	014-710-008-000	046-230-028-000	045-160-028-000	



MEETING DATE: April 19, 2017

ITEM # 10

**SUBJECT:**

**CONSIDERATION OF APPROVAL OF STREAMBED ALTERATION AGREEMENT BETWEEN THE CITY OF WEST SACRAMENTO AND CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE FOR ROUTINE MAINTENANCE AND VEGETATION MANAGEMENT**

**INITIATED OR REQUESTED BY:**

[ ] Council [X] Staff

[ ] Other

**REPORT COORDINATED OR PREPARED BY:**

Sam Cooney, Parks Superintendent

  
 Cindy Tuttle, Director of Parks and Recreation

ATTACHMENT [X] Yes [ ] No

[ ] Information

[ ] Direction

[X] Action

**OBJECTIVE**

The purpose of this report is to seek Council approval of a Streambed Alteration Agreement between the City and California Department of Fish and Wildlife (CDFW) to facilitate routine maintenance and vegetation management on multiple City-owned properties adjacent to the Sacramento River.

**RECOMMENDED ACTION**

It is respectfully recommended that the City Council:

- 1) Find the approval of the Streambed Alteration Agreement is exempt from CEQA review pursuant to CEQA Guidelines Section 15301; and
- 2) Approve the Streambed Alteration Agreement (Agreement) with California Department of Fish and Wildlife (Attachment 1) for Routine Maintenance and Vegetation Management.

**BACKGROUND**

The City's Parks and Recreation Department is responsible for maintaining over 81 acres on 33 parcels located adjacent to the Sacramento River north of Interstate 50 (See Attachment 2). Maintenance activities include mowing of dry, native and non-native grasses and pruning and/or removal of non-native shrubs and trees to reduce potential fire hazards and improve/maintain public safety. In August, 2016, City staff submitted an application for a Streambed Alteration Agreement at CDFW's request in order to consolidate the permitting required to complete this maintenance work.

**ANALYSIS**

Over the past several years, routine maintenance and vegetation management along multiple riverfront properties has increased in scope and frequency due to fire hazards exacerbated by a multi-year drought, excessive debris from more recent high water levels, and homeless activities. Requesting permits to perform this work on a parcel-by-parcel basis, which has been the past practice, limits and delays the City's ability to respond to needs quickly and results in higher cumulative permit costs. The Streambed Alteration Agreement between the City and CDFW streamlines the permit process for all 33 parcels in order to maximize resources and improve access to property and public safety. In summary, the Agreement provides:

- An inventory of the 33 properties (Project Area);
- Authorization to complete routine maintenance activities within the Project Area for a period of 12 years;
- Option for a one-time extension to the Agreement; and
- Procedures the City must follow for individual maintenance projects, including:
  - Submittal of a Verification Request Form (VRF) for each maintenance project;
  - Biological and/or other survey work, as needed based on the site and work to be performed;
  - Pre- and post-work notification and documentation;
  - Annual reporting on the status of work authorized and completed under the Agreement;
  - Status report to be completed every four years for the duration of the Agreement; and
  - Annual payments based on the number of projects completed.

**Environmental Determination**

The actions included in the Agreement fall within Class 1(h) Categorical Exemption (CEQA Guidelines Section 15301) as they consist of the maintenance of the riparian corridor adjacent to the western boundary of the

Sacramento River. No direct alteration to the levee bank will occur and if activities take place within the nesting season (February 1 through August 31), a nesting bird survey will be conducted.

Commission Recommendation

N/A

Strategic Plan Integration

Multiple City Strategic Plan goals are furthered by having the Agreement in place including: "West Sacramento: Preferred Place to Live, Work and Play" and "Vibrant Neighborhoods and Comfortable Life Style and Living Strategies."

Alternatives

1. Adopt the recommendation as outlined in this report;
2. Direct that staff negotiate with CDFW for a change in the terms and conditions of the Agreement; or
3. Reject the recommended action.

Staff recommends approving the Agreement, as it was requested by CDFW (the permitting agency) and will streamline review and permitting for routine maintenance and vegetation management along the riverfront to help reduce potential fire hazards and improve/maintain public safety.

Coordination and Review

This report and draft Agreement were discussed with the City Manager and coordinated with the Community Development Department.

Budget/Cost Impact

A one-time fee of \$6,750 is required to activate the 12-year Agreement. This cost will be distributed among the beneficiaries of the Agreement, including flood, specific planning area and community facility districts.

Submittal of a VRF is required for each maintenance project with fees ranging from \$561 to \$704 per project, depending on the size/cost of the project. These costs will be incorporated into each maintenance project budget and charged to the project beneficiary.

**ATTACHMENTS**

1. Streambed Alteration Agreement between the City of West Sacramento and California Department of Fish and Wildlife (CDFW) for Routine Maintenance and Vegetation Management
2. Project Location and Vicinity Map

**CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE**  
NORTH CENTRAL REGION  
1701 NIMBUS ROAD  
RANCHO CORDOVA, CA 95670



**STREAMBED ALTERATION AGREEMENT  
FOR ROUTINE MAINTENANCE ACTIVITIES**  
NOTIFICATION NO. 1600-2016-0174-R2  
Sacramento River

CITY OF WEST SACRAMENTO  
ROUTINE MAINTENANCE AND VEGETATION MANAGEMENT

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (Department) and City of West Sacramento (Permittee).

## **RECITALS**

WHEREAS, pursuant to Fish and Game Code (FGC) Section 1602, Permittee notified the Department on 02 August, 2016, that Permittee intends to complete the project described herein.

WHEREAS, pursuant to FGC Section 1603, the Department has determined that the project activities could substantially adversely affect existing fish or wildlife resources and has included measures in the Agreement necessary to protect those resources.

WHEREAS, Permittee has reviewed the Agreement and accepts its terms and conditions, including the measures to protect fish and wildlife resources.

NOW THEREFORE, Permittee agrees to complete the project activities in accordance with the Agreement.

## **PROJECT LOCATION**

The project is located within the City boundaries, covering 81.75 acres and approximately 3.0 miles of natural creek and channels. The project occurs within the Sacramento West USGS quadrangles. Latitude 38° 36' 12.26"N to 38° 34' 21.12" N and Longitude 121° 31' 32.63" W to 121° 31' 01.24" W.

The watercourses included within this Agreement are the following: The Sacramento River and associated drainage tributaries.

Exhibit A includes a map depicting the project area location.

## **PROJECT DESCRIPTION**

"Agreement for routine maintenance" means an Agreement that: (1) covers only multiple routine maintenance projects that the entity will complete at different time periods during the term of the Agreement; and (2) describes a procedure the entity must follow for any maintenance projects the Agreement covers.

"*Routine maintenance work*" means (project) work performed regularly by Permittee, within those Project Locations identified above, to maintain the functional and structural integrity of its facilities.

"*Project*" means one activity, or two or more interrelated activities that could or will affect similar fish and wildlife resources. Unless approved in writing by the Department, a project will occur within the same watercourse and/or its immediate tributaries and it will not exceed 30 days of duration since maintenance activities start.

## **MAINTENANCE WORK**

The Permittee may perform the maintenance work described below without obtaining a separate Agreement from the Department, provided that the Permittee: 1) limits the work to within those areas identified in the Project Location; 2) submits a Verification Request Form (VRF) and receives Department approval prior to commencing any activity; and 3) completes the work in accordance with the terms and conditions specified herein.

Vegetation maintenance including: mowing of dry grasses; use of goats or sheep for grazing/control of grasses and invasive species; pruning low hanging limbs up to a height of 60 inches above the ground; removal of non-native, invasive vegetation including giant cane (*Arundo donax*), and removal of dead/fallen trees and broken branches that may pose a public safety or fire hazard. Additional removal of accumulated anthropogenic debris accumulated within the riparian zone and on the river bank. As necessary; minor erosion repair on the river bank and associated storm water runoff tributaries or discharge structures; this may include replacement of Rock Slope Protection (RSP) provided that it is intended to repair areas with pre-existing RSP. Placement of new RSP is not covered under this Agreement. Debris removal from year-round and seasonal waterways, in association with manmade structures such as pier and bridge pilings, stormwater outflow structures, road crossings and culverts.

## **PROJECT IMPACTS**

Existing fish or wildlife resources the project could substantially adversely affect include: green sturgeon; anadromous salmonid species including winter-run Chinook salmon, central valley DPS steelhead; piscivorous bird nesting rookeries; nesting migratory neo-Tropical birds including, Least Bell's Vireo, Modesto race of Song Sparrow, Western Yellow-billed Cuckoo; Nesting Raptors including Swainson's Hawk; Purple Martin; western pond turtle; (Exhibit B).

The adverse effects the project could have on the fish or wildlife resources identified above include: temporary disturbance of nesting habitat, permanent loss of nesting habitat, temporary increase in river turbidity due to storm water runoff resulting from ground disturbance tied to vegetation management or erosion repair activities.

## **MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES**

### **1. Administrative Measures**

Permittee shall meet each administrative requirement described below.

- 1.1 Documentation at Project Site. Permittee shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the project site at all times and shall be presented to the Department personnel, or personnel from another state, federal, or local agency upon request.
- 1.2 Providing Agreement to Persons at Project Site. Permittee shall provide copies of the Agreement, the approved verification request form (VRF), and any extensions and amendments to the Agreement to all persons who will be working on the project at the project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.
- 1.3 Notification of Conflicting Provisions. Permittee shall notify the Department if Permittee determines or learns that a provision in the Agreement might conflict with a provision imposed on the project by another local, state, or federal agency. In that event, the Department shall work with Permittee to resolve any conflict.
- 1.4 Project Site Entry. Permittee agrees that the Department personnel may enter the project site at any time to verify compliance with the Agreement.
- 1.5 Does Not Authorize "Take." This Agreement does not authorize "take" of any listed species. Take is defined as hunt, pursue, catch, capture or kill or attempt to hunt, pursue, catch, capture, or kill. If there is potential for take of any listed species to occur, the Operator shall consult with the Department as outlined in FGC Section 2081 and shall obtain the required State and federal threatened and endangered species permits.
- 1.6 Verification Request Form (VRF): The VRF is provided by the Department to the Permittee as an Exhibit to this Agreement (Exhibit C). The Permittee shall complete the VRF for all project submissions.
  - 1.6.1 Submission of the VRF: The Permittee shall complete the VRF and submit (preferably by email) to R2LSA@wildlife.ca.gov and the current Department staff contact's email.

- 1.6.2 Content of the VRF: The VRF shall include supporting documents for the maintenance activity, including but not limited to: photos, updated biological surveys, drawings and/or maps, etc.
  - 1.6.3 Changes to the VRF: The VRF may be administratively updated through the term of this Agreement, to reflect changes in contact information.
  - 1.6.4 VRF Fees: Fees associated with the projects identified by each VRF shall be submitted annually to the Department (see "Fees" below).
  - 1.6.5 In any areas where species protected under the California Endangered Species Act; designated as "Rare" by the California Native Plant Society, or designated as "Fully Protected", may be present, work may only occur after the area has been surveyed for the presence of the identified species by a qualified biologist and it has been determined through implementation of all necessary avoidance and risk minimization measures that the work can occur without the possibility of Take. These surveys should be completed within ten calendar days prior to submission of the VRF
    - a. Any VRFs submitted to the Department for work in those areas must include a copy of the biological survey and/or methodology used to determine the absence of listed species.
- 1.7 Timing of Maintenance Work: Ten days prior to commencing routine maintenance work, the Permittee shall complete and submit to the Department a VRF as described in Section 1.6 of the Agreement.
- 1.7.1 Project Delays: In the event that the Permittee delays the project start date specified in the VRF by more than ten (10) days, the Permittee shall submit a revised VRF before beginning the project.
  - 1.7.2 Urgent Review Requested: In cases where the Permittee must expedite work based on the limited availability of work crews, the need for specialized equipment, anticipated weather conditions, and other limiting factors, the Permittee shall submit to the Department a VRF for the work a minimum of two (2) working days prior to beginning said work. The VRF shall be submitted as described in Section 1.6 of this Agreement and shall include a description of the reason why urgent review is needed.
- 1.8 Department Processing of the VRF
- 1.8.1 Receipt of VRF: Upon receipt of a VRF, the Department may acknowledge receipt of any VRF in the form of an email response to the Permittee contact person identified in the VRF. However, such acknowledgement shall not be deemed an approval by the Department that the Permittee may begin the work described in the VRF.
  - 1.8.2 Consistency with the Agreement: Within ten (10) days of receipt, the Department shall determine if the routine maintenance work described in the VRF is covered by and consistent with this Agreement, and provide a

response to the Permittee.

1.8.3 Concurrence of Work: If the Department determines that the work described in the VRF is consistent with and covered by this Agreement the Permittee may begin the work described in the VRF, provided it does so in accordance with the terms and conditions in this Agreement. This may include a site visit by the Department for field confirmation. The Department may grant its approval by doing one of the following:

- a) Prior to the proposed start date in the VRF, complete the bottom portion of the submitted VRF, check the appropriate "Notice of Concurrence" box and return the approved VRF to the Permittee contact person identified in the VRF (and any Permittee employees on the distribution list) stating that the Permittee may proceed with the work described in the VRF.
- b) Allow the agreed upon comment period to lapse by not responding to the VRF within the appropriate timeframe.

1.8.4 Non-Concurrence of Work: If the Department determines that the routine maintenance work described in the VRF is not covered by or consistent with this Agreement, the Department shall send by email a notice of non-concurrence to the Permittee contact person identified in the VRF and all the Permittee employees on the email distribution, in which case the Department must send the notice prior to the proposed start date in the VRF. If the Department submits a notice of non-concurrence, the Department shall specify the basis for its inconsistency determination and describe the actions the Permittee will need to take before it may begin the work.

1.9 Emergency work: This Agreement does not apply to emergency work by the Permittee. The Permittee shall complete any emergency work in accordance with FGC Section 1610, and comply with the Notification requirement in FGC Section 1610 by completing the Notification of Emergency Work form found on the Department's website at <https://www.wildlife.ca.gov/Conservation/LSA/Forms> and submitting it to the Department as instructed.

1.10 Maintenance work not covered by this Agreement: Maintenance work not covered by or consistent with this Agreement shall include any routine maintenance work not identified in the Project Description and outside of the Project Location as specified in this Agreement, regardless of whether the work is otherwise consistent with this Agreement. For routine maintenance work not covered by this Agreement and subject to FGC Section 1602, the Permittee shall notify the Department in accordance with that section before beginning the work. See the Department website <https://www.wildlife.ca.gov/Conservation/LSA> for instructions and forms for providing notification of Lake or Streambed Alteration to the Department.

## 2. Avoidance and Minimization Measures

To avoid or minimize adverse impacts to fish and wildlife resources identified above, Permittee shall implement each measure listed below.

- 2.1 Work Period: The work period within watercourses for routine maintenance activities shall be restricted to periods of low rainfall (less than one quarter inch per 24 hour period) and/or periods of dry weather. All erosion control measures shall be initiated prior to all storm events (more than a 30% chance of rain). Revegetation, restoration and erosion control work is not confined to this work period. Permittee shall monitor the National Oceanic and Atmospheric Administration (NOAA) 72-hr forecast for the project area. Maintenance work occurring within the wetted portion of the channel must be noted in a separate VRF. Timing of other vegetation management activities shall be determined on a project by project basis based on the presence or absence of identified listed species or species of special concern within, or near to, the proposed project area
- 2.2 Water Diversion Plan. If flowing water is present or reasonably anticipated, the Permittee shall submit with the VRF for approval a detailed water diversion and/or dewatering plan to the Department. Dewatering structures may include the use of sand bag, Port-a-dams, water bladder dams, K-rails or driven sheet metal coffer dams. The Department will review and approve the proposed water diversion plan or provide additional requirements to implement for that approval.
- 2.3 Maintain Aquatic Life. When any dam or other artificial obstruction is being constructed, maintained, or placed in operation, Permittee shall allow sufficient water at all times to pass downstream to maintain aquatic life below the dam pursuant to FGC §5937.
- 2.4 Leave Wildlife Unharmd: The Permittee shall allow any fish or wildlife it encounters during the course of maintenance work authorized by this Agreement to leave the work area unharmed.
- 2.5 Nesting Bird Survey: If project activities are scheduled during the nesting season of birds (February 15th to August 15th), a focused survey for active nests of such birds shall be conducted within 10 days prior to submission of the VRF. If a lapse in project-related work of 15 days or longer occurs, another focused survey shall be required before project work can be reinitiated. Take of individual raptors, their nests, and eggs is currently prohibited under FGC Sections 86, 3503, 3503.5, and 3513.
  - 2.5.1 Nesting Birds: If nesting birds are found during the survey, no vegetation shall be disturbed that contain active bird nests, and the Permittee shall propose an avian nest avoidance plan and submit to the Department. The Department shall respond in writing within 10 days.



- 2.5.2 Swainson's Hawk. If an active Swainson's Hawk nest is identified within 1500 feet of the boundary of a proposed project site, Permittee shall actively monitor the nest for signs of disturbance during the course of any vegetation management activities and for a period of one day following cessation of management activities. Nest monitor shall have the authority to stop work in the event that nesting adults exhibit disturbance as a result of project activities.
- 2.5.3 Least Bell's Vireo and Western Yellow-billed Cuckoo. Permittee shall establish a minimum 150 foot buffer around any identified active nests. Active nests shall be monitored during, and immediately following, project activities for signs of significant disturbance. Nest monitor shall have the authority to stop work in the event that nesting adults exhibit disturbance as a result of project activities.
- 2.5.4 Removal of Trees/Shrubs During Fall/Winter Months. To avoid potential impacts to nesting birds, trees and shrubs designated for trimming or removal may be cut down during the time period of August 16 to February 14th, provided the Permittee has determined that no birds are nesting, or using the site as a rookery.
- 2.6 Vegetation control in channels or on banks: Disturbance or removal of vegetation shall be kept to the minimum necessary to complete project related activities. Permittee may remove dead trees and dying trees less than four (4) inches diameter at breast height (DBH) to maintain channel capacity and prevent erosion. The Permittee may cut, mow or remove emergent native aquatic vegetation to the minimum degree necessary to maintain channel capacity. All vegetation control methods will be specified in the specific VRF and will be subject to Department approval on a case by case basis.
- 2.6.1 Tree Pruning/Thinning. The Permittee may prune tree branches up to 60 inches above the ground. When feasible, branches and limbs extending over the river shall not be pruned to avoid potential impacts to shaded riverine aquatic habitat. For native trees or woody riparian vegetation split into several trunks close to ground level, Permittee may thin this vegetation leaving a minimum of 50 percent of the total mass of each individual plant. Where riparian shrubs grow vegetatively from underground shoots (i.e. willow), a shrub is defined as a cluster of stems growing less than 6 feet or approximately 2 meters apart from each other. Clusters that contain 1 stem per square foot and are greater than 50 square feet that are trimmed to no less than 3 inches above ground level shall be considered a temporary impact as long as this area is not trimmed again for at a minimum 3 years. Any impacts to vegetation that occur at the same location more than once every 3 years shall be considered as permanent impacts and are not covered by this Agreement.

- 2.6.2 Giant Cane. Permittee shall properly dispose of any Giant Cane (*Arundo donax*) removed as part of vegetation management activities at an appropriate disposal facility. Giant Cane may not be chipped, nor used in land spreading, nor as mulch.
- 2.6.3 Elderberry Shrubs. Permittee shall establish an exclusion zone of at least the size (diameter) of the drip line for any Elderberry (*Sambucus* sp.) shrubs present in the project area. Mowing of grasses within the exclusion zones is **not permitted** between April 1<sup>st</sup> and June 30<sup>th</sup>. Elderberry shrubs **may not** be trimmed or limbed up. Goat exclusion fencing shall be installed outside of the drip line of all individual elderberry plants, at a minimum distance to prevent goats from grazing on the shrub, prior to the use of grazing goats or sheep for weed and non-native vegetation control.
- 2.6.4 Wild Grape. The main stems of wild grape vines using trees within the riparian zone as a scaffold for growth may not be pruned.
- 2.6.5 Restrictions. Unless previously approved by the Department no native vegetation shall be removed if the vegetation meets the following criteria:
- a) A trunk diameter at breast height (DBH) in excess of four (4) inches.
  - b) Where native trees or woody riparian vegetation split into several trunks close to ground level, the DBH shall be measured for each trunk and calculated in aggregate as one tree.
  - c) Riparian shrubs that grow vegetatively, contain 1 stem per square foot, and are greater than 50 square feet shall not be removed unless.
- 2.6.5 Impact area. Unless previously approved by the Department, temporary impacts to native vegetation shall:
- a) Not exceed an area of 0.05 acres per project (i.e., approximately 50 feet by 50 feet area).
  - b) Not occur with a frequency greater than once every three years. Any impacts to vegetation that occur at the same location more than once every 3 years shall be considered permanent impacts and are not covered by this Agreement.
  - c) If Permittee requires the removal of larger areas the Department will consider and approve the activities on case by case basis.
- 2.7 Hazardous Materials: Debris, soil, silt, bark, rubbish, creosote-treated wood, raw cement/concrete or washings thereof, asphalt, paint or other coating material, oil or other petroleum products, or any other substances which could be hazardous to aquatic life, shall not be stored where it could be washed back into the channel

or where it will cover aquatic or riparian vegetation. Equipment shall be stored in areas that any possible contamination from the equipment would not flow or be washed back into the channel. All debris shall be disposed of properly. Best Management Practices (BMPs) shall be employed to accomplish these requirements.

- 2.8 Best Management Practices. Permittee shall actively implement best management practices (BMPs) to prevent erosion and the discharge of sediment in to streams and lakes during project activities. BMPs shall be monitored daily and repaired if necessary to ensure maximum erosion and sediment control. All fiber rolls, straw waddles, and/or hay bales utilized within and adjacent to the project site shall be free of nonnative plant materials. Fiber rolls or erosion control mesh shall be made of loose-weave mesh that is not fused at the intersections of the weave, such as jute, or coconut (coir) fiber, or other products without welded weaves. Non-welded weaves reduce entanglement risks to wildlife by allowing animals to push through the weave, which expands when spread.
- 2.9 Minimize Turbidity and Siltation. Permittee shall take precautions to minimize turbidity/siltation during construction and post-construction periods. Precautions shall include, but are not limited to: pre-construction planning to identify site specific turbidity and siltation minimization measures and best management erosion control practices; best management erosion control practices during project activity; and settling, filtering, or otherwise treating silty and turbid water prior to discharge into a stream or storm drain.
- 2.10 Return Low Flow Channel to Pre-project Conditions. If a stream channel has been altered during the operations, Permittee shall return its low flow channel, as nearly as possible, to pre project conditions without creating a possible future bank erosion problem or a flat wide channel or sluice like area. Permittee shall return the gradient of the streambed margin to pre project grade unless such operation is part of a restoration project, in which case, the change in grade shall be approved by the Department prior to project commencement.
- 2.11 Pollution and Litter. Permittee shall comply with all litter and pollution laws. All contractors, subcontractors, and employees shall also obey these laws and it shall be the responsibility of Permittee to ensure compliance.
- 2.11.1 Permittee shall not allow water containing mud, silt, or other pollutants from grading, aggregate washing, or other activities to enter a lake, streambed, or flowing stream or be placed in locations that may be subjected to high storm flows.
- 2.11.2 The Permittee or its contractors shall not dump any litter or construction debris within the riparian/stream zone. All such debris and waste shall be removed from the worksite daily and properly disposed of at an appropriate disposal site.

- 2.11.3 Spoil sites shall not be located within a lake, streambed, or flowing stream or locations that may be subjected to high storm flows, where spoil shall be washed back into a lake, streambed, or flowing stream where it will impact streambed habitat and aquatic or riparian vegetation.
- 2.11.4 Raw cement/concrete or washings thereof, asphalt, paint, or other coating material, oil or other petroleum products, or any other substances which could be hazardous to fish and wildlife resources resulting from project related activities shall be prevented from contaminating the soil and/or entering the waters of the State. These materials, placed within or where they may enter a lake, streambed, or flowing stream by Permittee or any party working under contract or with the permission of Permittee, shall be removed immediately.
- 2.11.5 No broken concrete, cement, debris, soil, silt, sand, bark, slash, sawdust, rubbish, or washings thereof, oil or petroleum products, or other organic or earthen material from any construction or associated activity of whatever nature shall be allowed to enter into or be placed where it may be washed by rainfall or runoff into waters of the State. When operations are completed, any excess materials or debris shall be removed from the work area. No rubbish shall be deposited within 100 feet of the high water mark of any lake, streambed, or flowing stream.
- 2.11.6 No equipment maintenance or fueling shall be done within or near any lake, streambed, or flowing stream where petroleum products or other pollutants from the equipment may enter these areas under any flow.
- 2.12 Cease Operations: If, in the opinion of the Department, conditions arise, or change in such a manner as to be considered deleterious to the stream or wildlife, operations shall cease until corrective measures, approved by the Department, are taken.

### **3. Reporting Measures**

Permittee shall meet each reporting requirement described below. When submitting each reporting requirement, refer to Notification No. 1600-2016-0174-R2. Submit each report as instructed in Contact Information section, e-mail submittal is preferred. If the Permittee fails to provide timely status reports as required by this Agreement, the Department may suspend or revoke the Agreement.

- 3.1 The Permittee shall notify the Department within two working days of beginning work as approved by each VRF.

Upon completion of project activities as approved by each VRF, the project area shall be digitally photographed. Photographs shall be submitted to the Department within fifteen (15) calendar days of completion.

3.2 For each year this Agreement is valid, the Permittee shall submit to the Department by March 1<sup>st</sup> of the following year, an annual report detailing the status of the work authorized by this Agreement. The annual report shall include:

3.2.1 An accounting of the total number of routine maintenance projects undertaken by the Permittee during the prior calendar year (which should equal the total number of VRF's submitted to the Department), and

3.2.2 A summary of the work completed during the previous calendar year, including the status of any required restoration (survival, percent cover, and height of both tree and shrub species, number by species of plants replaced, an overview of the re-vegetation effort, and the method used to assess these parameters shall also be included), compensatory mitigation and/or monitoring.

The Department shall review the annual report, and may conduct onsite inspections to confirm Permittee is in compliance with the Agreement and that the measures in the Agreement continue to protect fish and wildlife resources.

3.3 The Permittee shall provide a status report to the Department every four (4) years from the effective date of this Agreement, as required in FGC section 1605(g)(2). **The status report shall be delivered to the Department no later than 90 days prior to the end of each four-year period** and shall include all of the following information:

3.3.1 The status of the activities covered by this Agreement, including whether the activities remain the same or have been altered.

3.3.2 An evaluation of the success or failure of the measures in the Agreement to protect fish and wildlife resources that the activity may substantially adversely affect.

3.3.3 A discussion of any factors that could increase the predicted adverse impacts on fish and wildlife resources, and a description of the resources that may be adversely affected.

3.3.4 A copy of the final Agreement.

The Department shall review the four-year status report, and may conduct onsite inspections to confirm Permittee is in compliance with the Agreement and that the measures in the Agreement continue to protect fish and wildlife resources. If the Department determines that the measures in the Agreement no longer

protect the fish and wildlife resources, the Department, in consultation with the Permittee, and within 60 days of receipt of the report, shall impose one or more new measures to protect fish and wildlife resources affected by the activity. If requested to do so by the Permittee, the Department shall make available the information upon which it determined the Agreement no longer protects the affected fish and wildlife resources.

If the Permittee disagrees with one or more of the measures, within thirty days of receiving the new measures, it shall notify the Department, in writing, of the disagreement. The Permittee and the Department shall consult regarding the disagreement. The consultation shall be completed within thirty (30) days after the Department receives the Permittee's notice of disagreement. If the Department and Permittee fail to reach agreement, the Permittee may request, in writing, the appointment of a panel of arbitrators to resolve the disagreement. Per the provisions of FGC section 1603 (b), the panel of arbitrators shall be established and appointed within fourteen days of the completed consultation. The panel of arbitrators shall issue a decision within fourteen days of the date it was established.

#### **4. FEES**

The per-project fee associated with each VRF submitted to the Department under this Agreement is identified in the Department's current LSA fee schedule as a "project fee" for a Routine Maintenance Agreement. See the Department's website for a current fee schedule: <https://www.wildlife.ca.gov/Conservation/LSA/Forms>.

The billing cycle for routine maintenance projects associated with this Agreement, shall be based on the calendar year and will be due to the Department as follows:

- 4.1 For each year this Agreement is valid, the Permittee shall provide to the Department by March 1<sup>st</sup> of the following year, a lump sum payment equal to the sum of all individual per project fees for each VRF submitted to the Department during the prior year (January 1 – December 31).
- 4.2 If the Permittee is unable to provide a lump sum payment as described in Section 4.1 of this Agreement, the Permittee may provide ongoing payment to the Department upon completing the work as described in each VRF.

#### **CONTACT INFORMATION**

Any communication that Permittee or the Department submits to the other shall be in writing and any communication or documentation shall be delivered to the address below by U.S. mail, fax, or email, or to such other address as Permittee or the Department specifies by written notice to the other.

The Permittee shall send all VRF submittals to the person(s) specified by the Department, electronic submission is preferred. The Department and the Permittee shall

update the distribution list as needed, modify the revision date accordingly, and provide each other with a copy of the most current list.

To Permittee:

City of West Sacramento  
1110 West Capitol Avenue  
West Sacramento, CA 95691

Contact

samc@cityofwestsacramento.org  
denak@cityofwestsacramento.org

To The Department:

California Department of Fish and Wildlife  
1701 Nimbus Road  
Rancho Cordova, CA 95670  
**Attn: Lake and Streambed Alteration Program**  
Notification #1600-2016-0174-R2  
Phone: 916-358-2885  
Fax: 916-358-2912  
R2LSA@wildlife.ca.gov

**LIABILITY**

Permittee shall be solely liable for any violations of the Agreement, whether committed by Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents or contractors and subcontractors, to complete the project or any activity related to it that the Agreement authorizes.

This Agreement does not constitute the Department's endorsement of, or require Permittee to proceed with the project. The decision to proceed with the project is the Permittee's alone.

**SUSPENSION AND REVOCATION**

The Department may suspend or revoke in its entirety the Agreement if it determines that Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, is not in compliance with the Agreement.

Before the Department suspends or revokes the Agreement, it shall provide Permittee written notice by certified or registered mail that it intends to suspend or revoke. The notice shall state the reason(s) for the proposed suspension or revocation, provide

Permittee an opportunity to correct any deficiency before the Department suspends or revokes the Agreement, and include instructions to Permittee, if necessary, including but not limited to a directive to immediately cease the specific activity or activities that caused the Department to issue the notice.

## **ENFORCEMENT**

Nothing in the Agreement precludes the Department from pursuing an enforcement action against Permittee instead of, or in addition to, suspending or revoking the Agreement.

Nothing in the Agreement limits or otherwise affects the Department's enforcement authority or that of its enforcement personnel.

## **OTHER LEGAL OBLIGATIONS**

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from obtaining any other permits or authorizations that might be required under other federal, State, or local laws or regulations before beginning the project or an activity related to it.

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with other applicable statutes in the FGC including, but not limited to, FGC Sections 2050 et seq. (threatened and endangered species), 3503 (bird nests and eggs), 3503.5 (birds of prey), 5650 (water pollution), 5652 (refuse disposal into water), 5901 (fish passage), 5937 (sufficient water for fish), and 5948 (obstruction of stream).

Nothing in the Agreement authorizes Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, to trespass.

## **AMENDMENT**

The Department may amend the Agreement at any time during its term if the Department determines the amendment is necessary to protect an existing fish or wildlife resource.

Permittee may amend the Agreement at any time during its term, provided the amendment is mutually agreed to in writing by the Department and Permittee. To request an amendment, Permittee shall submit to the Department a completed the Department "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the corresponding amendment fee identified in the Department's current fee schedule (see California Code of Regulations, Title 14, Section 699.5).



## TRANSFER AND ASSIGNMENT

This Agreement may not be transferred or assigned to another entity, and any purported transfer or assignment of the Agreement to another entity shall not be valid or effective, unless the transfer or assignment is requested by Permittee in writing, as specified below, and thereafter the Department approves the transfer or assignment in writing.

The transfer or assignment of the Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, Permittee shall submit to the Department a completed the Department "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the minor amendment fee identified in the Department's current fee schedule (see California Code of Regulations, Title 14, Section 699.5).

## EXTENSIONS

In accordance with FGC Section 1605(b), Permittee may request one extension of the Agreement, provided the request is made prior to the expiration of the Agreement's term. To request an extension, Permittee shall submit to the Department a completed the Department "Request to Extend Lake or Streambed Alteration" form and include with the completed form payment of the extension fee identified in the Department's current fee schedule (see California Code of Regulations, Title 14, Section 699.5). The Department shall process the extension request in accordance with FGC Section 1605(b) through (e).

If Permittee fails to submit a request to extend the Agreement prior to its expiration, Permittee must submit a new notification and notification fee before beginning or continuing the project the Agreement covers per FGC Section 1605(f).

## EFFECTIVE DATE

The Agreement becomes effective on the date of the Department's signature, which shall be: 1) after Permittee's signature; 2) after the Department complies with all applicable requirements under the California Environmental Quality Act (CEQA); and 3) after payment of the applicable FGC Section 711.4 filing fee listed at [http://www.wildlife.ca.gov/habcon/ceqa/ceqa\\_changes.html](http://www.wildlife.ca.gov/habcon/ceqa/ceqa_changes.html).

## TERM

This Agreement shall expire **twelve (12) years from the date of the Department's signature**, unless it is terminated or extended before then. All provisions in the Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after the Agreement expires or is terminated, as FGC Section 1605(a) (2) requires.

## **EXHIBITS**

The documents listed below are included as exhibits to the Agreement and incorporated herein by reference.

- A) Exhibit A Project Area
- B) Exhibit B CDFW BIOS Map of Project Area
- C) Exhibit C Verification Request Form (VRF) for this Agreement

**AUTHORITY**

If the person signing the Agreement (signatory) is doing so as a representative of Permittee, the signatory hereby acknowledges that he or she is doing so on Permittee's behalf and represents and warrants that he or she has the authority to legally bind Permittee to the provisions herein.

**AUTHORIZATION**

This Agreement authorizes only the project described herein. If Permittee begins or completes a project different from the project the Agreement authorizes, Permittee may be subject to civil or criminal prosecution for failing to notify the Department in accordance with FGC Section 1602.

**CONCURRENCE**

The undersigned accepts and agrees to comply with all provisions contained herein.

**FOR CITY OF WEST SACRAMENTO**

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Martin Tuttle  
City Manager

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Date

**FOR DEPARTMENT OF FISH AND WILDLIFE**

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Tina Bartlett  
Regional Manager

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Date

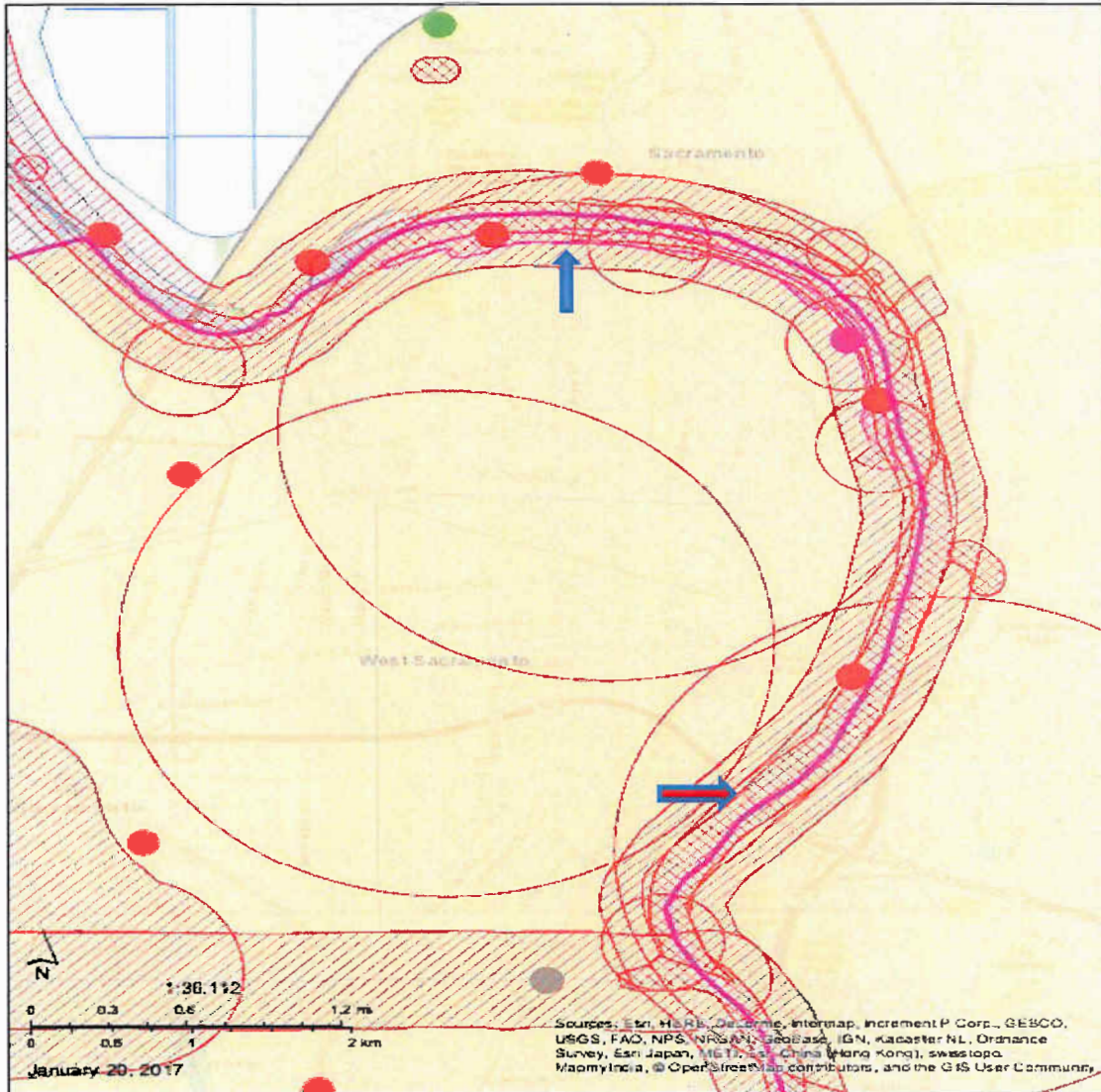
Prepared by: Bob Hosea  
Environmental Scientist

Exhibit A: Google Earth Map of Project Area



Exhibit B: CDFW BIOS Map of Project Area

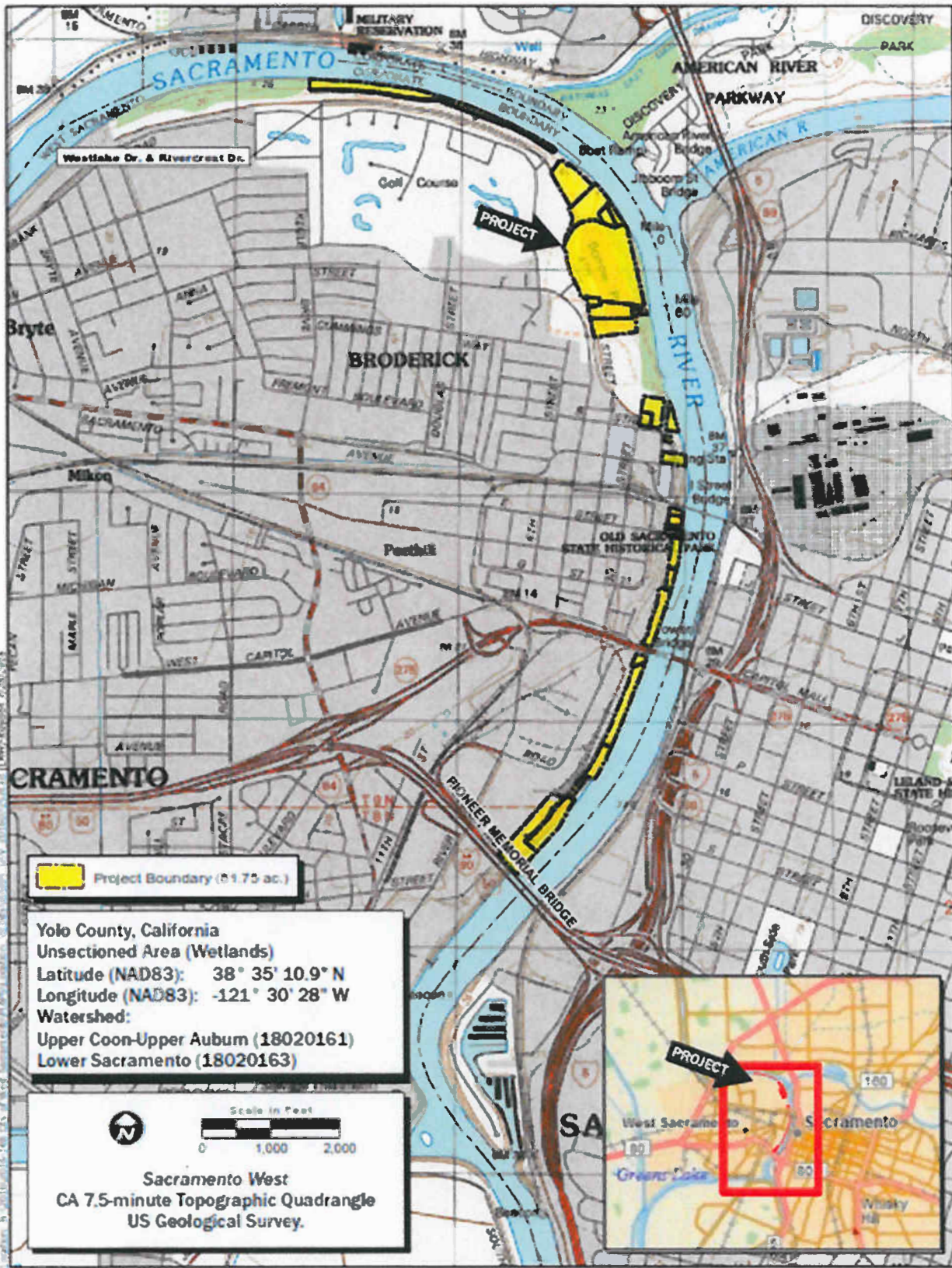
Map of Project Area-1600-2016-0174-R2



Blue Arrow: Northern Boundary of Project Area  
Red Arrow: Southern Boundary of Project Area

Exhibit C: Sample Project Verification Request Form (VRF)

<b>City of West Sacramento</b> LAKE OR STREAMBED ALTERATION (LSA) AGREEMENT FOR ROUTINE MAINTENANCE #1600-2016-0174-R2		<b>Date of Request:</b> <input type="checkbox"/> ORIGINAL REQUEST <input type="checkbox"/> REVISION NO.
<b>SECTION 1: INFORMATION PROVIDED BY PERMITTEE (to be filled in by Permittee)</b>		
<i>Reference the LSA Agreement Sections 1 (1.6-1.10) and 4 (4.1) for processing this VRF</i>		
<b>Contact Person:</b> <b>Phone Number:</b>		<b>Cell Number:</b> <b>Email:</b>
<input type="checkbox"/> Routine Work 10 Day Notice <input type="checkbox"/> Urgent – minimum 2 day notice (describe urgency below)		
<b>Comments:</b>		
<b>Name of Watercourse: Sacramento River</b>		
<b>Location or other identifier: Latitude:</b>		<b>Longitude:</b>
<b>Project Start Date:</b>		<b>Project End Date:</b>
<b>Authorized Maintenance Activities (see Agreement for activity descriptions):</b> vegetation limbing, debris removal, minor erosion repair, erosion control structure repair, removal of dead/downed trees, removal of damaged or broken tree limbs, mowing.		
<b>Types of Work</b> <input type="checkbox"/> Mowing <input type="checkbox"/> Clearing Debris / Fallen Trees <input type="checkbox"/> Beaver Dam Removal <input type="checkbox"/> Brush/Debris Pile Burning <input type="checkbox"/> Selective Hand Removal of Vegetation <input type="checkbox"/> Removal of Small Trees & Brush <input type="checkbox"/> Spraying herbicide <input type="checkbox"/> Other:		<b>Equipment</b> <input type="checkbox"/> Mower <input type="checkbox"/> Masticator <input type="checkbox"/> Dozer <input type="checkbox"/> Backhoe <input type="checkbox"/> Excavator with Blade <input type="checkbox"/> Tractor <input type="checkbox"/> Boom Truck <input type="checkbox"/> Hand Tools <input type="checkbox"/> Other:
<b>Routine Work Requiring Variance</b> <input type="checkbox"/> Request to Work Outside RMA Dates <input type="checkbox"/> Other:		
<b>Description of Proposed Maintenance Work:</b>		
<b>Known environmental issues or other concerns:</b>		
<b>SECTION 2: DEPARTMENT APPROVAL (to be filled in by Department staff)</b>		
<i>In accordance with Conditions set forth in the LSA Agreement between the California Department of Fish and Wildlife (Department) and the City of West Sacramento (Permittee) for Routine Maintenance of the West bank of the Sacramento River for the purposes of vegetation management, debris removal, erosion control and repair, public safety and fire protection, the Permittee hereby notifies the Department of its intent to perform routine maintenance work within the channel.</i>		
<b>Department Contact Information</b> <b>Name:</b> Bob Hosea		<b>Date the Department Responded to the Permittee:</b> <b>Phone Number:</b> (916) 358-1124 <b>email:</b> bob.hosea@wildlife.ca.gov <b>VRF#</b> <b>Year</b>
<input type="checkbox"/> <b>Notice of concurrence</b> <input type="checkbox"/> Work can begin as scheduled <input type="checkbox"/> Work can begin immediately <input type="checkbox"/> <b>Notice of non-concurrence with comments (See Department comments below)</b>		
<b>Comments:</b>		



Map Date: 7/28/2016  
 Service Layer Credits: Copyright © 2015 Delorme  
**DRAFT**  
 Delorme Consulting, Inc.

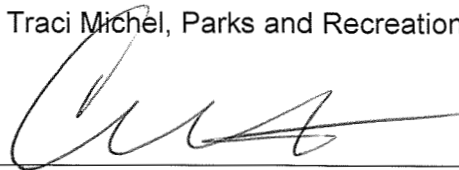
**Figure 1. Project Location and Vicinity**  
 2016-148 City of West Sacramento Routine Maintenance

MEETING DATE: April 19, 2017

ITEM # 11

**SUBJECT:****CONSIDERATION OF RECREATION USES AS PART OF THE  
SOUTHPORT LEVEE PROJECT****INITIATED OR REQUESTED BY:** Council  Staff Other**REPORT COORDINATED OR PREPARED BY:**

Traci Michel, Parks and Recreation Business Manager

  
 Cindy Tuttle, Director of Parks and Recreation
ATTACHMENT  Yes  No Information Direction Action**OBJECTIVE**

The purpose of this report is to seek Council direction on preparing a feasibility study, as part of the Regional Trails Initiative, to analyze potential Class 1 bike path alignments in conjunction with other potential recreation opportunities that could be integrated with the existing plan for the Southport Levee Project.

**RECOMMENDED ACTION**

It is respectfully recommended that the City Council approve the scope of work and preparation of a feasibility study, as part of the Regional Trails Initiative, to analyze recreation uses as part of the Southport Levee Project.

**BACKGROUND**

In September 2016, staff presented to City Council the Regional Trails Initiative as an opportunity to develop an extensive trail network in the City and throughout the region as part of levee improvement, ecosystem restoration and transit-related projects currently underway. The effort would seek to leverage resources from non-traditional funding sources for trail planning and development and to advance updates to the trail components of the City's Parks and Open Space Master Plan and Bicycle, Pedestrian and Trails Master Plan.

Upon completion of a Request for Proposals solicitation process, in January 2017, Council approved a contract with HDR Engineering, Inc. for the development of the Regional Trails Initiative, including an update to the City's Bicycle, Pedestrian and Trails Master Plan. The Regional Trails Initiative portion of the contract is proposed to be funded through future grant funding. In November 2016, staff submitted an application for the Caltrans Sustainable Transportation Planning Grant Program, based on scope and cost estimate information collected from the RFP process. The grant application included a funding request that if awarded, will cover all remaining contract costs associated with developing the Regional Trails Initiative.

The update to the City's Bicycle, Pedestrian and Trails Master Plan has commenced and additional grant funding in the amount of \$30,000 has been made available for the Regional Trails Initiative from California Department of Water Resources (DWR) through the Regional Flood Management Project Delivery Team. This funding is proposed to be used to complete a feasibility study to analyze Class 1 bike path alignments, in conjunction with other potential recreation opportunities, which could be integrated with the existing plan for the Southport Levee Project.

**ANALYSIS**

Throughout the City of West Sacramento, Yolo County and Sacramento County, the natural and built environments present numerous opportunities to create unique recreation facilities, particularly bicycle/pedestrian trails. One such opportunity is the construction of the Southport Levee Project. The Southport Levee Project is currently underway and includes construction of approximately 6 miles of levee improvements along the Sacramento River in the Southport community. The project will bring the levee up to standard with Federal and state flood protection criteria, as well as provide opportunities for ecosystem restoration and public recreation. The project is estimated to be complete in 2018, but currently does not include design or construction of any recreation amenities. The feasibility study will explore the opportunity to incorporate recreation amenities into the Southport Levee Project, including a Class 1 bike path to improve recreation and active transportation opportunities within the City, and eventually connect to a regional trail network.

Funding the construction of potential trail and recreation amenities as part of the Southport Levee Project is anticipated to come from grants. The State's Recreation Trail Program offers funding for recreation trails,



interpretive signage, and trail-related amenities including trailhead signage, seating, parking areas and trash/recycling receptacles. The Recreation Trail Grant Program will be made available in fall 2017. Information generated from the feasibility study will be used to inform the grant application and position the City competitively for funding.

#### Commission Recommendation

In July and August, 2016, recreation opportunities integrated with levee improvements were discussed with Parks, Recreation and Intergenerational Services (PRIS) Commission and Planning Commission, respectively. The focus of the discussion was for the Pioneer Bluffs and Stone Lock areas, but there was support for integrating recreation into levee improvements whenever possible. Ongoing coordination with the PRIS Commission and Planning Commission will take place once the feasibility study is underway.

#### Strategic Plan Integration

Multiple City Strategic Plan goals are furthered through continued work on the Regional Trails Initiative including "West Sacramento: Preferred Place to Live, Work and Play" and "Vibrant Neighborhoods and Comfortable Life Style and Living Strategies."

#### Alternatives

1. Adopt the recommendation as outlined in this report.
2. Direct that staff negotiate with the consultant for a change in scope.
3. Reject the recommended action.

Staff recommends approving the scope of work and preparing the feasibility study in order to continue leveraging resources and integrate trail network and recreation improvements into levee and ecosystem restoration projects currently underway.

#### Coordination and Review

This report and draft scope of work for preparing the feasibility study were discussed with the City Manager and coordinated with the Public Works and Community Development departments.

#### Budget/Cost Impact

There are no budget/cost impacts at this time. Grant funding in the amount of \$30,000 has been made available for the Regional Trails Initiative from California Department of Water Resources (DWR) through the Regional Flood Management Project Delivery Team. It is proposed to use this funding to complete the feasibility study.

#### **ATTACHMENT**

Draft Feasibility Study Scope of Work

**Scope of Work: Feasibility Study of Recreation Uses as Part of the Southport Levee Project**

The purpose of the Feasibility Study is to analyze potential Class 1 bike path alignments in conjunction with other potential recreation opportunities that could be integrated with the existing plan for the Southport Setback Levee and to determine conceptual design, permitting requirements, and estimate construction and long-term O&M costs. Additionally, the Study will explore how to connect this trail to the Clarksburg Branch Line trail and develop an approximately 10 mile trail loop.

**Task 1 – Define Existing Conditions, Constraints, and Opportunities (\$5,000)**

Conduct a baseline assessment of the Southport Setback Levee project area. Define the current issues facing integration of a class 1 bike path, as well opportunities to be realized through addition of a recreation component to the project. We will not generate any new data; we will conduct an analysis of existing data and studies. We will review the final design documents for the Southport Setback Levee and evaluate possible opportunities to incorporate the design of a class 1 bike path. We will review the final project EIR/S to ensure a trail can be integrated within the existing project description.

**Task 2 – Outreach (\$5,000)**

Conduct outreach with affected stakeholders prior to the formulation of alternatives to determine potential issues of concern early in the process and to identify the full range of recreational opportunities. Key stakeholders will include local land owners, interested community groups, other non-governmental organizations (NGOs), City Department heads, the West Sacramento Area Flood Control Agency, Reclamation District 900, and the California Department of Water Resources. The project team will work directly with the City to identify key stakeholder contacts and will contact these individuals directly to gather their input. Individual meetings will be held for those who require more detailed information regarding the project purpose and objectives. A summary of the outreach efforts will be provided in the Feasibility Report prepared for this project.

**Task 3 – Formulate Alternatives (\$7,000)**

Develop two alternatives for evaluation. These alternatives will consist of different alignments of a Class 1 bike path both along the crown of the setback levee as well as along the levee's waterside berm, as well as other potential passive recreation opportunities. We will also look at trail connection options/opportunities, other than just the northern and southern limits and the 2 access roads off of Village Parkway that will be created by the Southport Levee Project. This could include public parking locations/options and possible construction of ramps to the levee crown (similar to that at the Rivers Project site) to provide "neighborhood access" to the bike trail. The alternatives will fit within existing project constraints such as current applicable laws, regulations, and policies; and physical conditions (e.g., topography, geology, and hydrology). And the alternatives will be consistent with other ongoing efforts such as the City of West Sacramento's 2035 General plan, as well as the City's Bicycle, Pedestrian and Trails Master Plan and Parks Master Plan updates, and the state's Central Valley Flood Protection Plan and Conservation Strategy.

**Task 4 – Evaluate and Compare Alternatives (\$7,000)**

Alternatives will be developed to a point where a detailed comparative evaluation can be performed. To facilitate the evaluation we will generate feasibility-level estimates for all construction, operations and maintenance, and environmental mitigation costs, and develop a list of required state and federal permits. Additionally, the benefits of each alternative will be identified, described and quantified where possible. The alternatives will be ranked based on the comparison of the costs and benefits in order for one alternative to be recommended.

**Task 5 – Recommend Alternative (\$3,000)**

Following the comparison of the alternatives, the alternative with the highest ranking of benefits to costs will be recommended for future design and implementation.

**Task 6 – Develop Financing Options (\$3,000)**

Develop potential financing options for implementing the capital improvement portion of the recommended alternative.

**Deliverable:** A draft Feasibility Study report that will be submitted to both the Regional Flood Management Plan Project Delivery Team and the City of West Sacramento.

DRAFT

MEETING DATE: April 19, 2017

ITEM # 12

**SUBJECT:****CONSIDERATION OF ISSUANCE OF A REQUEST FOR PROPOSALS FOR THE  
PARKS AND OPEN SPACE MASTER PLAN UPDATE****INITIATED OR REQUESTED BY:** Council  Staff Other**REPORT COORDINATED OR PREPARED BY:**

Traci Michel, Parks and Recreation Business Manager



Cindy Tuttle, Director of Parks and Recreation

ATTACHMENT  Yes  No Information Direction Action**OBJECTIVE**

The purpose of this report is to provide Council with an update on the 2017 Strategic Plan Parks and Open Space Master Plan action and request Council's approval to issue a Request for Proposals (RFP) for the Parks and Open Space Master Plan (Parks Master Plan) Update.

**RECOMMENDED ACTION**

It is respectfully recommended that the City Council:

- 1) Receive information on the 2017 Strategic Plan Parks and Open Space Master Plan action; and
- 2) Approve the issuance of a RFP for the Parks and Open Space Master Plan Update.

**BACKGROUND**

In January 2017, the City Council met for its annual planning session, which involved a deliberative process for establishing priority policy and management actions for the year. As a result of that effort, the 2017 Strategic Plan was ratified by Council on February 15, 2017. Management Agenda items included in the Strategic Plan consist of projects, programs or ideas where the Council has provided policy guidance for the management team to implement. The Parks and Open Space Master Plan was included as a high priority Management Agenda action in 2017.

This report provides information on the Parks and Open Space Master Plan action and seeks Council approval to take steps to initiate an update to the Plan.

**ANALYSIS**

The current Parks Master Plan was adopted in 2003, with minor adjustments made in 2006. Since then, there have been significant changes in development and demographic trends that impact the demand/need for a variety of recreation amenities and the ability to fund them. Improvements envisioned in the 2003 document included items such as waterfront marina developments which are expensive to construct and difficult to permit. Additionally, changes to natural and built environment features have resulted in opportunities to create unique recreation amenities along riverfront bluffs, miles of levees, agricultural landscapes, and progressive urban developments that promote active living.

The recently adopted City of West Sacramento General Plan 2035, Parks and Recreation Element Policy Document, requires that the City review and update the Parks Master Plan every 10 years to establish updated goals, policies, and standards for the location, size and level of development of all existing and proposed parks, open space, and trails. To ensure that the Parks and Open Space Master Plan continues as a relevant planning document, it must be updated to reflect the City's current and forecasted development, growth and programming needs. An updated Parks and Open Space Master Plan will also serve as a specific planning document used to implement the policies and action items outlined in the General Plan 2035 report, as well as fund and prioritize projects and coordinate with other related local, regional and state planning efforts.

**Request for Proposals for the Parks and Open Space Master Plan Update**

Issuing a RFP for the Parks and Open Space Master Plan Update will help advance the planning and implementation of a comprehensive parks, recreation, open space and trails system by providing a competitive process to: establish a refined scope of work and cost estimate to complete the effort; select the most qualified firm to develop the plan; and develop information necessary to support decision making and prioritization of

resources. The RFP is included as an Attachment to this report. Once completed, an updated Parks and Open Space Master Plan will build off the General Plan 2035 Parks and Recreation Element and serve as a catalyst for developing a financially viable, expanded park system that includes:

- Linking the city's riverfront, natural open spaces, park sites, trail networks and agriculture lands within the city and region to enhance opportunities for walking, bicycling, picnicking, participating in water sports, and appreciating nature;
- Access to a broad range of recreational activities as an important factor to improving public health through exercise;
- Opportunities for schools and their recreational facilities to serve as focal points of neighborhood identity and activity; and
- Using parklands to help sustain natural environmental resources by providing landscapes that absorb greenhouse gases, produce oxygen, and filter pollutants into the groundwater basin.

In addition to supporting the implementation of the General Plan, the Parks and Open Space Master Plan Update provides an opportunity to integrate and complement a variety of other related planning efforts/projects currently underway in the City and region, as well as include actions for the long-term sustainability of facilities and programming. This includes a financial analysis to review resources available to implement parks and recreation operations, maintenance and programming, as well as the completion of a fee nexus study to ensure that projects/programs proposed can be completed with the resources available and at prices that remain competitive in the region.

Highlights of the RFP scope of work include:

- Evaluating the existing parks and open space system;
- Documenting priorities and demands of the current and projected population based on data-driven input;
- Developing an implementation program that outlines projects, anticipated costs, potential funding sources, and operation and maintenance implications, with an emphasis on those projects that have near-term implementation potential;
- Evaluating current Park Impact Fees and other user fees charged and establishing cost thresholds;
- Recommendations for updated standards that reflect the unique characteristics of West Sacramento and differentiate between urban and suburban opportunities and needs;
- Updated Park Impact Fee Nexus Study and existing policy revision consistent with AB1600 and/or Quimby Act requirements and other City fee studies currently underway;
- Environmental analysis to comply with CEQA; and
- Additional analyses to support the long-term viability and implementation of the Parks and Open Space Master Plan including:
  - Updates to the City's Landscape Development Guidelines based on recommendations in the Plan;
  - Evaluation to determine interest/feasibility of developing a Central Park within the City; and
  - Site specific reuse plan for at least one park development site in order to position the City to seek grant funding for improvements.

#### Commission Recommendation

On February 7, 2017, and April 4, 2017, staff presented information on the Parks and Open Space Master Plan Update RFP to the Parks, Recreation and Intergenerational Commission. Ongoing coordination with the Commission for the Parks and Open Space Master Plan Update will take place once a consultant team is selected for the effort.

#### Strategic Plan Integration

The West Sacramento Strategic Plan Goal 3: "West Sacramento: Preferred Place to Live, Work and Play" is furthered through the development of the Parks and Open Space Master Plan Update and 2017 Strategic Plan High Priority Item.

#### Alternatives

Hearing a presentation on the Parks and Open Space Master Plan Update and approving the issuance of a RFP and funding for development of the Plan is staff's recommended alternative.

The Council's other primary alternatives include:

1. Not approving the issuance of a RFP or funding for the Parks and Open Space Master Plan Update; or
2. Delaying the issuance of a RFP for the Parks and Open Space Master Plan Update until a later date.

Staff recommends approving the issuance of a RFP for the Parks Master Plan Update given the momentum surrounding trail and recreation planning as part of other, related efforts and to be consistent with the recently adopted General Plan 2035 Policy Document. The other alternative is not recommended as it would delay the ability for the City to develop valuable information needed for decision making as it relates to parks, open space and trails, as well as recreation programming.

Coordination and Review

This report and the draft RFP for the Parks and Open Space Master Plan Update were discussed with the City Manager and coordinated with the Administrative Services, Community Development and Public Works departments.

Budget/Cost Impact

There are no budget/cost impacts at this time. However, it is estimated that approximately \$250,000 to \$350,000 will be required to complete the update. Once the RFP process is complete, staff will report back to City Council for consideration of consultant selection, as well as a funding proposal and schedule to implement the Parks and Open Space Master Plan Update.

**ATTACHMENT**

Draft RFP for the Parks and Open Space Master Plan Update



**REQUEST FOR PROPOSALS**

**FOR**

**CITY OF WEST SACRAMENTO PARKS AND OPEN  
SPACE MASTER PLAN UPDATE**

Proposals must be forwarded to Traci Michel, Parks and Recreation Business Manager, at the following address by **2:00 p.m.** on May 31, 2017.

City of West Sacramento  
Parks and Recreation Department  
1110 West Capitol Avenue, First Floor  
West Sacramento, CA 95691

April 2017

# REQUEST FOR PROPOSALS

## City of West Sacramento Parks and Open Space Master Plan Update

### I. Overview

The City of West Sacramento is inviting proposals for preparation of the Parks and Open Space Master Plan Update (Parks Master Plan). The current Parks Master Plan was adopted in 2003, with minor adjustments made in 2006. Since then, there have been significant changes in development and demographic trends, as well as local government economic shifts that impact the demand/need for a variety of recreation amenities and the ability to fund them. Improvements envisioned in the 2003 Plan included items such as waterfront marina developments which are expensive to construct and difficult to permit. Post-recession, the City must focus on leveraging resources through grant funding and partnerships in order to develop and maintain new recreation amenities. Additionally, changes to the natural and built environment have resulted in numerous opportunities to create unique recreation amenities along riverfront bluffs, miles of levees, agricultural landscapes, and progressive urban developments that promote active living.

The recently adopted City of West Sacramento General Plan 2035, Parks and Recreation Element Policy Document, requires the City review and update the Parks Master Plan every 10 years to establish updated goals, policies, and standards for the location, size and level of development of all existing and proposed parks, open space, and trails. The Policy Document calls for the Parks Master Plan to cover at least the succeeding 10-year period, with greater detail devoted to improvements planned for the first five-year period. To ensure that the Parks Master Plan continues as a relevant planning document, it must be updated to reflect the City's current and forecasted development, growth and programming needs. Once completed, the updated Parks Master Plan will build off the General Plan 2035 Parks and Recreation Element and serve as a catalyst for developing a financially viable, expanded park system that represents the unique characteristics of the City.

In addition to supporting the implementation of the General Plan, the Parks Master Plan update provides an opportunity to integrate and complement a variety of other related planning efforts currently underway in the City and region, as well as include actions for the long-term sustainability of facilities and programming. The City is focused on developing a Parks Master Plan that incorporates creative planning and implementation approaches, explores non-traditional park amenities and prioritizes actions that can be implemented near-term based on foreseeable, available resources. A financial analysis that reviews funding options available for parks and recreation operations, maintenance and programming, as well as a fee nexus study, must be included as part of the effort to ensure that projects/programs proposed can be completed with the resources available, and at rates that remain competitive in the region.

A non-mandatory informational meeting is scheduled for May 4, 2017, at 10:30 A.M at City Hall, 1110 West Capitol Avenue, West Sacramento, CA 95691.



## II. Project Background

The City of West Sacramento, incorporated in 1987, is located in eastern Yolo County between the Sacramento River to the east and the Yolo Bypass to the west. It lies immediately across the Sacramento River from the city of Sacramento and is approximately 85 miles east of San Francisco. Interstate 80 runs through the northwestern part of the City; Highway 50 bisects the City, running east-west through the center of town. Interstate 5 runs north-south through the city of Sacramento just across the river.

West Sacramento adopted its first General Plan in 1990. Since that time, the City has continued to grow into a vibrant community with a wide range of housing types and densities, commercial and industrial areas, and parks and open space. In 2016, the City had a population of approximately 53,000, according to the state Department of Finance, and is transitioning from a suburban community to an urban city. The historic low-intensity and industrial focus of the waterfront has already begun to change with developments such as the CalSTRS headquarters building, Riverwalk Park and The Barn venue. The Central Business District continues to evolve into the civic and cultural center of West Sacramento, serving as the City's "downtown" and home to a variety of special events. Historic City neighborhoods continue to experience redevelopment and revitalization and Southport villages continue to develop. West Sacramento is the first city in the region to enlist in AARP's Network of Age-Friendly Communities and through a variety of efforts coordinates with agricultural interests to maximize access to locally-grown, fresh produce and provide recreation, education and tourism opportunities.

The Parks and Recreation Element in the General Plan 2035 Policy Document sets the framework for an expanded park system and a greater variety of recreational activities, including:

- Linking the City's riverfront, natural open spaces and agriculture lands to enhance opportunities for walking, bicycling, picnicking, participating in water sports, and appreciating nature;
- Access to a broad range of recreational activities as an important factor to improving public health through exercise;
- Opportunities for schools and their recreational facilities to serve as focal points of neighborhood identity and activity; and
- Using parklands to help sustain natural environmental resources by providing landscapes that absorb greenhouse gases, produce oxygen, and filter pollutants into the groundwater basin.

In addition to supporting the implementation of the General Plan, the Parks and Open Space Master Plan Update provides an opportunity to integrate and complement a variety of other related planning efforts/projects currently underway in the City and region, including:

- The Bridge District and Pioneer Bluffs Specific Plan areas;
- Washington Realized Specific Plan (in development);
- Washington Unified School District planning and development;
- Southport Framework Levee Improvement Project;
- Regional Trails Initiative;
- Bicycle, Pedestrian and Trails Master Plan (update currently underway);
- Delta Protection Commission's Western Blueprint Report for the Great California Delta Trail;
- Delta Conservancy's Strategic Plan; and
- Yolo County Habitat Conservation Plan.

Currently, the Parks and Recreation Department oversees more than 36 parks, open space areas and public plazas, in addition to a 21,000 square foot Community Center and 38,000 square foot Recreation Center. The Community Center is a multi-story building completed in 2011, and includes a historical gallery, art exhibition space, 125-seat black box theatre, senior lounge, community room rentals and a variety of active aging and leisure programming. The Recreation Center opened in January 2009, and is a product of a Joint Use Partnership between the City of West Sacramento and the Washington Unified School District. The facility is open seven days a week and offers affordable fitness amenities and activities in the community including a gymnasium, cardio/ strength room, group exercise rooms, class/party rooms, locker rooms, child care and 32-foot tall climbing wall. Outside, the Recreation Center offers a state-of-the-art family aquatic facility that includes a 30 meter competition pool, two 127 foot slides and a leisure/activity pool, as well as eight tennis courts.

The Parks and Recreation Department is comprised of 45 full-time employees and an abundance of temporary/seasonal staff, volunteers and numerous community partnerships. The Department consists of five (5) divisions: Sport Recreation, Leisure Recreation, Parks Maintenance, Early Learning Services and Administration and administers year-round recreation programs for a variety of age and interest groups, including senior programs and services, adult and youth athletic programs, fitness and athletic instruction, classes, camps, aquatics programs, and numerous special events. For fiscal year 2016-2017, the department has a total operating budget of approximately \$8.5 million

When complete, the Parks Master Plan will support planning and programming by:

- Evaluating the existing parks and open space system;
- Establishing the vision, goals and policies that guide decision-making;
- Documenting priorities and demands of the current population growth based on data-driven input;
- Developing an implementation program that outlines projects, anticipated costs, potential funding sources, and operation and maintenance implications;
- Providing a record of issues discussed and decisions made; and
- Evaluating current Park Impact Fees and other user fees charged and establishing cost thresholds.

### III. Scope of Services

The following is a general description of the scope of services intended to serve as a guide to illustrate minimum project requirements. Consultants are encouraged to develop their own unique path to producing a comprehensive, updated Parks Master Plan.

1. Project Management. Provide leadership, coordination, and facilitation for any tasks proposed, such as schedule development and monitoring, outreach meetings, Parks Master Plan Advisory Team meetings, staff meetings, sub-consultant services, etc.
2. Public Outreach. Building off recent input received as part of the General Plan 2035 and Bicycle, Pedestrian and Trails Master Plan efforts, and other historical outreach that has been conducted, develop a strategic approach to collecting data from the broadest spectrum of the population and stakeholders, both numerically and demographically to inform decision making. Outreach process should consider:
  - Community-wide, statistically valid surveys;
  - Data-driven stakeholder/focus group interaction;
  - Coordination with Washington Unified School District;
  - City Council and Commission presentations;
  - Presentations to other applicable committees; and
  - Other innovative methods for eliciting targeted public and stakeholder input.
3. Existing and Future Facilities – Analysis of Level of Services. Compile an inventory and assessment of the existing parks, open space, trails, recreation programs, services and facilities. The assessment will incorporate information from recently updated City planning documents, include a comparative analysis to communities of similar size and density and/or with similar characteristics, and consider both nationally accepted standards, as well as more recent urban trends for park development and programming, including those that have been approved or are currently being considered for specific planning areas within the City.

Analysis should consider not only the capacity of each amenity found within the system (playgrounds, ball fields, trails, natural areas, special facilities, etc.) but also address functionality, accessibility, condition, comfort and convenience. Include identification of the best possible providers of community and recreation services and recommendations for minimizing duplication of programs and enhancing possibilities for partnerships where appropriate.

4. Trends and Standards. Review and interpret demographic, cultural, socio-economic and other trends relevant to West Sacramento using available statistical data. Highlight important changes expected in the demographic composition of residents and discuss implications for future programs, facilities, and standards. Provide additional analysis of emerging parks and recreation trends as it relates to

both suburban and urban development, innovation opportunities and current state and national standards that will have an influence on the Parks Master Plan.

5. Analysis of Programs and Services. Provide an assessment and analysis of the Parks and Recreation Department's current level of recreation programs, services and maintenance. The assessment should include a comprehensive evaluation of the long-term programming, operations and maintenance of the Community Center and Recreation Center, a user fee analysis for facilities, programs and services, including special events and recommendations for minimizing duplications or enhancing possibilities for collaborative partnerships where appropriate.
6. Community Needs Assessment. Determine community member interests, needs and customer satisfaction related to recreation programs, parks, trails, open space, buildings and other recreation facilities. Conduct a community-wide, statistically valid survey to support and influence the recommendations. Resulting data will be used as a baseline to determine needs, desires and willingness to pay for facilities and programs.

Prioritize recommendations for needs regarding land acquisition, the development of parks, trails, open space and recreation facilities, as well as recommendations for maintenance and renovation of parks, trails and recreation facilities and programming. Recommendations should be based on financially feasible alternatives with an emphasis on those projects that have near-term implementation potential.

7. Development of Final Plan and Supporting Materials. It is anticipated that in completing the Parks Master Plan update, the General Plan shall be used as a guide, paying close attention to policy and action items outlined in the Parks and Recreation Element, as well as the Natural and Cultural Resources, Urban Structure and Design, Safety, and Healthy Community elements. Other related planning documents, including specific plans and master plans, will also be incorporated. The Parks Master Plan will synthesize the data and information collected into a presentable document(s), including:
  - Goals, policies and priorities that articulate a clear vision or "road map" for the Parks and Recreation Department, using the General Plan and other relevant planning documents as a guide;
  - A summary of existing conditions, inventories and level of service analysis;
  - Community surveys that build on outreach completed as part of the General Plan 2035 and other planning update processes to determine interests/needs;
  - A comprehensive list of recommended improvements and amenities for existing and new facilities, with an emphasis on those projects that have near-term implementation potential;

- Recommendations for updated standards that reflect the unique characteristics of West Sacramento and differentiate between urban and suburban opportunities and needs;
  - An implementation plan that creates a clear plan for development of parkland, recreational facilities, open space and trails, as well as recommendations for operations, staffing, maintenance, programming and funding needs;
  - A financial plan including: cost projections for development and operations and maintenance; short- and long-term funding mechanisms and opportunities for available funding and acquisition alternatives; recommendations on updates to the existing Park Impact Fee program, potential addition of new fees (i.e. Quimby Fee) for capital expenses and how to address ongoing park maintenance costs.
  - Charts, graphs, maps and other data as needed to support the Plan and its presentation to appropriate audiences; and
  - References to other applicable City documents as necessary.
8. Environmental. In November of 2016, the City of West Sacramento certified a programmatic environmental impact report (PEIR) that evaluated a comprehensive update to the City's General Plan 2035 Policy Document. Because the PEIR is both current and comprehensive, it is likely that some or all of the impacts of an updated Parks Master plan will be addressed programmatically by the General Plan PEIR, which already addresses potential impacts associated with land development within City limits. Because of this, and consistent with Section 15168(c) of CEQA Guidelines, it is possible that the updated Parks Master Plan would qualify for a "within the scope" finding and it would not be necessary to reinitiate the CEQA process for the Plan. A technical memorandum (TM) shall be completed that assesses the degree to which the environmental effects of implementation of the Parks Master Plan is addressed in the PEIR. The information will include substantial evidence to potentially support "within the scope" findings, as allowed under CEQA. The TM should include information typically provided in the CEQA checklist (Appendix G of the CEQA Guidelines).
9. Additional Analyses. In addition to the work identified above, complete the following additional analyses to support the long-term viability and implementation of the Parks Master Plan including:
- a) *Landscape Development Guidelines/Standard Specifications* - Based on research work completed as part of the Master Plan effort, update the City's Landscape Development Guidelines to include: review of plant palettes and provide recommendations for improvements, update illustrative materials, assist in developing CPTED and "green/sustainable" development principles and practices and revise guidelines/compile a final document. In addition to the Landscape Development Guidelines, prepare an update to the landscape specifications and details in the City of West Sacramento Community Development Engineering Division Standard Specifications.

- b) *Central Park Evaluation*– Evaluate the need/interest for a Central Park, as well as the planning framework for the park to include park amenities, possible locations, funding strategies, and both the community and economic benefits of a Central Park. A Central Park was included in the 2003 Parks Master Plan on Port-owned property, but due to changes in Port development direction, the property is no longer available.
  
- c) *Site Specific Reuse Plan* – Evaluate the inventory of current City-owned/managed park land and develop a reuse plan for one site with suggested park facilities and amenities. The plan for the park land should reflect the needs assessment of the community and include conceptual-level designs and cost estimates. It is anticipated that this information will be used to help position the City/site for future grant funding.

#### **IV. Submission Requirements**

A complete proposal package must be submitted in order to be considered. The ideal package submission package identifies each of the sections below, in the following order:

1. Cover Letter. Letter highlighting Consultant's key qualifications and experience. The letter should clearly identify all of the team members and their roles as well as indicate the person who will serve as the principal point of contact/project manager with the City and be authorized to make representations on behalf of the entity.
  
2. Project Approach. A narrative description outlining the Consultant's anticipated approach to complete the work requirements in Section III above. The methodology shall be described in sufficient detail to demonstrate the Consultant's familiarity with this type of project. The public outreach process must be itemized to ensure a data-driven approach to decision-making can be achieved.
  
3. Relevant Experience. Provide information detailing the Consultant's experience with similar projects. Address all of the elements in Section III above. Previous experience with municipalities and developing a comprehensive Parks and Open Space Master Plan is required.
  
4. Team Resumes. Identify key personnel proposed for this project, describe their qualifications and experience for assigned roles, and identify areas of project responsibility and level of commitment. Include current resumes for key personnel, including sub-consultants (Note: The City must approve any change in key personnel after the award of a project before the change is made).
  
5. Management Plan. Prepare a management plan which includes a description of how the Consultant plans to carry out the project. At a minimum, the following items shall be considered:
  - Consultant's organizational capacity for effective and efficient project management, including dependability, timeliness and the submission of progress

reports. Where more than one firm is involved, the roles and responsibilities of each should be clearly outlined.

- An organizational chart summarizing the Consultant's team structure, roles and responsibilities.
  - A staffing plan detailing project assignments of key personnel, together with an estimate of the hours required of each item of the proposed work program.
  - A schedule, broken down by task, to undertake the work items. This should also identify major project milestones.
  - To the greatest extent possible, please provide a written summary identifying the types of information, data and assistance expected from the City to complete this project.
6. Project Cost – Provide a cost estimate for all services identified in the scope of work, including Task 9: Additional Analyses. Cost estimates shall be all inclusive of overhead, fringe benefits, profit, insurance, etc.

## **V. Evaluation and Selection Process**

The City's evaluation and selection process for awarding a contract for the Parks and Open Space Master Plan Update is a quality-based selection process. Proposals received will be screened and evaluated by City staff. The City may elect to interview Consultant teams prior to making a selection. Following the evaluation and interview process, City staff will make a recommendation to City Council for selection of a proposal and contract award. The City reserves the right to reject any or all proposals.

Proposals will be evaluated based on the following criteria:

- Quality and completeness of proposal. A complete proposal package was received and information provided was well-written, organized and of high quality.
- Proposed Approach. Quality, performance and effectiveness of proposed approach to developing the Parks and Open Space Master Plan Update.
- Relevant Experience. Consultant's experience serving a primary role in completing projects of similar scope and complexity, such as:
  - Parks and Open Space Master Plans;
  - Experience with local Parks & Recreation agencies;
  - Site-specific park master planning and design;
  - Trail design and planning, including river parkways consistent with state and federal guidelines;
  - Public and stakeholder outreach;
  - Public financing for operations and maintenance or recreational facilities; and
  - Environmental Assessment & Permitting of CEQA / NEPA documents.

- Management Team and Structure. Commitment of an experienced and professional senior-level management team throughout the duration of the project. Reference checks will be made to evaluate the consistency, level of professionalism and responsiveness of team.
- References. Prior record of performance with the City, parks and open space planning partners including local, state and/or federal agencies.
- Cost. Proposal cost relative to other evaluation criteria.

## VI. Submission Requirements

Consultant teams wishing to be considered for the City's RFP for the Parks and Open Space Master Plan Update must submit 4 copies of the proposal **no later than 2 p.m. on May 31, 2017** to:

Traci Michel, Parks and Recreation Business Manager  
 City of West Sacramento, Parks and Recreation Department  
 1110 West Capitol Avenue, First Floor  
 West Sacramento, CA 95691

## VII. Schedule

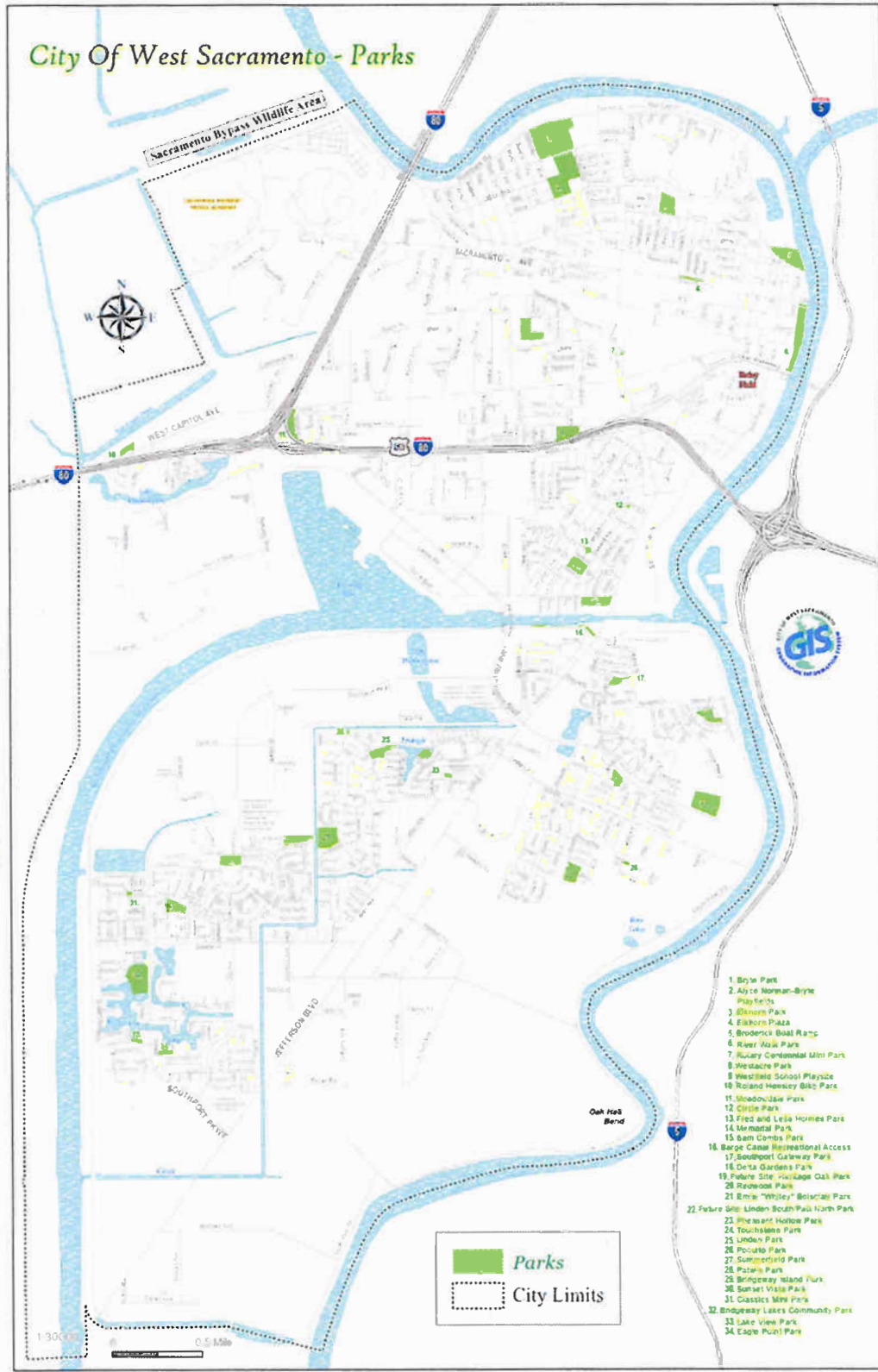
Overall Project Milestones	Dates
1. RFP Issuance	April 24, 2017
2. Pre-submittal Information Meeting	May 4, 2017
3. RFP Responses Due	May 31, 2017
4. Initial Screening Complete	June 9, 2017
5. Interviews/Supplemental Information Due	Week of June 12, 2017
6. Final Evaluation of Proposals and Recommendation	June 23, 2017
7. Proposal Selection and Contract Award	July 5, 2017

### Exhibits:

1. City of West Sacramento Park Facilities Map
2. List of Reference Documents/Links
3. City of West Sacramento Professional Services Contract



City of West Sacramento Parks



### List of Reference Documents/Links

- City of West Sacramento General Plan 2035:  
[https://www.cityofwestsacramento.org/city/depts/comdev/general\\_plan\\_2035.asp](https://www.cityofwestsacramento.org/city/depts/comdev/general_plan_2035.asp)
- City of West Sacramento 2003 Parks and Open Space Master Plan:  
<https://www.cityofwestsacramento.org/civica/filebank/blobdload.asp?BlobID=3628>
- Sacramento Riverfront Master Plan:  
[http://www.cityofwestsacramento.org/documents/Riverfront\\_Master\\_Plan.pdf](http://www.cityofwestsacramento.org/documents/Riverfront_Master_Plan.pdf)
- City of West Sacramento 2013 Bicycle, Pedestrian and Trails Master Plan:  
<https://www.cityofwestsacramento.org/civica/filebank/blobdload.asp?BlobID=9388>
- Southport Framework Plan:  
<https://www.cityofwestsacramento.org/civica/filebank/blobdload.asp?BlobID=3632>
- Southport Levee Improvement Project Information:  
<http://westsacfloodprotect.com/projects>  
[https://www.cityofwestsacramento.org/city/depts/comdev/flood/southport\\_eip/default.asp](https://www.cityofwestsacramento.org/city/depts/comdev/flood/southport_eip/default.asp)
- The Bridge District Specific Plan  
[https://www.cityofwestsacramento.org/city/depts/comdev/housingecon/docs/bridge\\_district\\_documents.asp](https://www.cityofwestsacramento.org/city/depts/comdev/housingecon/docs/bridge_district_documents.asp)
- Washington Realized:  
<http://www.cityofwestsacramento.org/civica/filebank/blobdload.asp?BlobID=13210>
- City of West Sacramento Landscape Development Guidelines:  
<https://www.cityofwestsacramento.org/civica/filebank/blobdload.asp?BlobID=3629>
- City of West Sacramento Landscaping and Irrigation Standard Specifications:  
<https://www.cityofwestsacramento.org/civica/filebank/blobdload.asp?BlobID=2942>  
<https://www.cityofwestsacramento.org/civica/filebank/blobdload.asp?BlobID=2943>
- City of West Sacramento Utility Studies:  
<https://www.cityofwestsacramento.org/city/depts/comdev/engineering/documents.asp>
- **City of West Sacramento Park Impact Fee Report Reflecting Updated Parks Master Plan (September 2003)**

City of West Sacramento Professional Services Contract

DRAFT

**CONTRACT FOR SERVICES**

THIS CONTRACT is made on \_\_\_\_\_, 20\_\_, by and between the CITY OF WEST SACRAMENTO ("City"), and \_\_\_\_\_ ("Consultant").

WITNESSETH:

WHEREAS, the City [proposes][desires] \_\_\_\_\_;

WHEREAS, the Consultant has presented a proposal for such services to the City, dated \_\_\_\_\_, 20\_\_, (attached hereto and incorporated herein as **Exhibit "A"**) and is duly licensed, qualified and experienced to perform those services;

NOW, THEREFORE, the parties hereto mutually agree as follows:

**1. SCOPE OF SERVICES:**

A. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to completion of the services described in **[Exhibit "A"] OR [the Work Program, attached hereto and incorporated herein by this reference as Exhibit "\_\_\_"]** This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract.

***[Note: The "Work Program" may already be incorporated in the proposal submitted by the consultant (attached as Exhibit "A" to the Contract). If so, you may wish to delete the additional Work Program Exhibit. If the Work Program is not incorporated in Exhibit A, or if there is a subsequent Work Program, it should be attached as a separate exhibit. If you do use both Exhibit A and a new Work Program Exhibit, take care to be sure they are consistent or clearly state which controls in the case of conflict.]***

B. Consultant enters into this Contract as an independent contractor and not as an employee of the City. The Consultant shall have no power or authority by this Contract to bind the City in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Contract.

C. The Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

## 2. TERM OF CONTRACT:

***[Note: In order to ensure timely performance, and to relate payments to that performance, all contracts for services should include a specific and detailed schedule of performance. The schedule of performance should include, at a minimum, the beginning and ending dates of the contract.]***

A. The services of Consultant are to commence upon [execution of this Contract by] OR [receipt of written notice to proceed from] the City, and shall be undertaken and completed in accordance with the Schedule of Performance attached hereto and incorporated herein by this reference as Exhibit “\_\_.”

***[Note: While a Schedule or Performance is critical, the use of a notice to proceed is optional and depends upon the subject of the contract. If the notice is used, the schedule needs to be written to recognize it. ]***

B. Consultant's failure to complete work in accordance with the Schedule of Performance may result in delayed compensation as described in Section 3.

C. The City Manager or his or her designee may, by written instrument signed by the Parties, extend the duration of this Contract for [a period of \_\_\_\_\_] OR [a period equal to the original term of this Contract] in the manner provided in Section 5, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 3, Compensation.

## 3. COMPENSATION:

A. The Consultant shall be paid [monthly] [at the completion of services] for the actual fees, costs and expenses [for all time and materials required and expended, but in no event shall total compensation exceed \_\_\_\_\_ (\$ \_\_\_\_\_), without City's prior written approval].

B. Said amount shall be paid upon submittal of a [final] [monthly] [other] billing [showing completion of the tasks that month]. Consultant shall furnish City with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the [final] [monthly] [other] billings. If Consultant's performance is not in conformity with the Schedule of Performance, payments may be delayed or denied, unless the Consultant's failure to perform in conformity with the Schedule of Performance is a documented result of the City's failure to conform with the Schedule of Performance, or if the Schedule of Performance is extended pursuant to Section 5.

C. If the work is halted at the request of the City, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract, subject to Section 4.

## 4. TERMINATION:

A. This Contract may be terminated by either party, provided that the other party is given not less than [\_\_\_\_\_] calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate.

B. The City may temporarily suspend this Contract, at no additional cost to City, provided that the Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Contract.

C. Notwithstanding any provisions of this Contract, Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Consultant, and the City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due the City from Consultant is determined.

D. In the event of termination, the Consultant shall be compensated as provided for in this Contract, except as provided in Section 4C. Upon termination, the City shall be entitled to all work, including but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date in accordance with Section 7 hereof.

## **5. AMENDMENTS, CHANGES OR MODIFICATIONS:**

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

## **6. EXTENSIONS OF TIME:**

Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Contract or the attached Work Program in the manner provided in Section 5.

## **7. PROPERTY OF CITY:**

A. It is mutually agreed that all materials prepared by the Consultant under this Contract shall become the property of the City, and the Consultant shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and the Consultant shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Consultant in performing this Contract which is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to the City which is in the Consultant's possession.

B. [Additionally, it is agreed that the parties intend this to be a contract for services and each considers the products and results of the services to be rendered by Consultant hereunder (the "Work") to be a work made for hire. Consultant acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of the City.] **OR FOR ARCHITECTURAL OR ENGINEERING DESIGN SERVICES ONLY** [The reuse of any of the materials or documents described in Paragraph 7.A by the City on any other project without the written permission of the Consultant, shall be at the City's sole risk and the City agrees to defend, indemnify and hold harmless the Consultant from all claims, damages and expenses, including attorney's fees, arising out of such unauthorized reuse by the City or by others acting through the City. The Consultant is not

responsible and liability is waived by the City as against the Consultant for use by the City or any other person of any data, reports, plans or drawings not signed by the Consultant.]

**8. COMPLIANCE WITH ALL LAWS:**

A. Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract. [It shall be City's responsibility to obtain all rights of way and easements to enable Consultant to perform its services hereunder. Consultant shall assist City in providing the same.]

B. Consultant warrants to the City that it is licensed by all applicable governmental bodies to perform this Contract and will remain so licensed throughout the progress of the Work, and that it has, and will have, throughout the progress of the Work, the necessary experience, skill and financial resources to enable it to perform this Contract.

**FOR WORK SUBJECT TO PREVAILING WAGES [C.** The work contemplated under this Contract is a public work for the purposes of Labor Code section 1720, and is subject to the payment of prevailing wages. Accordingly, Consultant shall comply with the provisions of Exhibit "\_\_\_".]

**9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:**

A. Consultant agrees and represents that it is qualified to properly provide the services set forth in **Exhibit "\_\_\_"** in a manner which is consistent with the generally accepted standards of Consultant's profession.

B. Consultant agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law in accordance with Section 17A hereof.

C. Consultant shall designate a project manager who at all times shall represent the Consultant before the City on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by Consultant, or is replaced with the written approval of the City, which approval shall not be unreasonably withheld.

D. Consultant shall provide corrective services without charge to the City for services which fail to meet the above professional and legal standards and which are reported to Consultant in writing within sixty (60) days of discovery. Should Consultant fail or refuse to perform promptly its obligations, the City may render or undertake performance thereof and the Consultant shall be liable for any expenses thereby incurred.]

**10. SUBCONTRACTING:**

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City, which will not be unreasonably withheld. Consultant shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant.

**11. ASSIGNABILITY:**

Consultant shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the City which will not be unreasonably withheld. However, claims for money due or to become due Consultant from the City under this Contract may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City.

**12. INTEREST IN CONTRACT:**

Consultant covenants that neither it, nor any of its employees, agents, contractors, subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this Contract, City determines and notifies Consultant in writing that Consultant's duties under this Contract warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

**13. MATERIALS CONFIDENTIAL:**

All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

**14. LIABILITY OF CONSULTANT-NEGLIGENCE:**

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

**15. INDEMNITY AND LITIGATION COSTS:**

Consultant shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees against all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising from Consultant's negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this Contract except such loss or damage caused by the active negligence, sole negligence, or willful misconduct of the City. The provisions of this paragraph shall survive termination or suspension of this Contract.



## 16. CONSULTANT TO PROVIDE INSURANCE:

A. Consultant shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract, the policies of insurance specified in this Section. Such insurance must have the approval of the City as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A VII (an NR rating is acceptable for Worker's Compensation insurance written with the State Compensation Insurance Fund of California).

B. Prior to execution of this Contract and prior to commencement of any work, the Consultant shall furnish the City with certificates of insurance and copies of endorsements providing evidence of coverage for all policies required by the Contract. The Consultant and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the City. The maintenance by Consultant and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of Consultant or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Contract. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant.

### 1. Worker's Compensation and Employer's Liability Insurance

a. Worker's Compensation - Insurance to protect the Consultant, its contractors and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and Federal statutes and regulations. The Consultant shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in the Contract Documents.

b. Consultant shall provide a Waiver of Subrogation endorsement in favor of the City, its officers, officials, employees, agents and volunteers for losses arising from work performed by the Consultant.

### 2. Commercial General Liability Insurance

a. The insurance shall be provided on form CG0001, or its equivalent, and shall include coverage for claims for bodily injury or property damage arising out of premises/operations, products/completed operations, contractual liability, and subconsultant's work and personal and advertising injury resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than **[\$1,000,000.00]** per occurrence and **[\$2,000,000]** general and products/completed operations aggregates.

b. The commercial general liability insurance shall also include the following:

i. Endorsement equivalent to CG 2010 1185 naming the City, its officers, officials, employees, agents, and volunteers as additional insureds. The endorsement shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

ii. Endorsement stating insurance provided to the City shall be primary as respects the City, its officers, officials, employees and any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss, or judgment.

iii. Provision or endorsement stating that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3. Commercial Automobile Insurance

a. The insurance shall include, but shall not be limited to, coverage for claims for bodily injury or property damage for owned, non-owned, and hired automobiles resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than **[\$1,000,000.00]** per accident.

b. The commercial automobile insurance shall include the same endorsements required for the commercial general liability policy (see Section 16.B.2.b).

4. Professional Liability. The Consultant and its contractors and subcontractors shall secure and maintain in full force, during the term of this Contract and for five years thereafter, professional liability insurance policies appropriate to the respective professions and the work to be performed as specified in this Contract. The limits of such professional liability insurance coverage shall not be less than **[\$1,000,000]** per claim.

C. In addition to any other remedy the City may have, if Consultant fails to maintain the insurance coverage as required in this Section, the City may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the City may deduct the cost of such insurance from any amounts due or which may become due Consultant under this Contract.

D. No policy required by this Contract shall be suspended, cancelled, terminated by either party, or reduced in coverage or in limits unless Consultant has provided thirty (30) days prior written notice by certified mail, return receipt requested, to the City.

E. Any deductibles or self-insured retentions in excess of \$10,000 must be declared to, and approved by, the City.

F. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

**17. MISCELLANEOUS PROVISIONS:**

A. Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

B. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

C. Consultant shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Consultant.

D. This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

E. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

City:

Consultant:

F. This Contract shall be interpreted and governed by the laws of the State of California.

Contract for Services  
Insert Contractors Name here  
Insert Date of contract

G. Any action arising out of this Contract shall be brought and maintained in Yolo County California, regardless of where else venue may lie.

H. In any action brought by either party to enforce the terms of this Contract, each party shall be bear responsibility for its attorney's fees and all costs regardless of whether one party is determined to be the prevailing party.

[Signatures on following page]

Contract for Services  
Insert Contractors Name here  
Insert Date of contract

CITY OF WEST SACRAMENTO

By: \_\_\_\_\_  
Martin Tuttle, City Manager

ATTEST:

By: \_\_\_\_\_  
Kryss Rankin, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Jeffrey Mitchell, City Attorney

CONSULTANT

By: \_\_\_\_\_  
Title:

## EXHIBITS

Contract for Services  
Insert Contractors Name here  
Insert Date of contract

EXHIBIT A

[Consultant Proposal/Scope of Work]

EXHIBIT \_\_

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700  
[Labor Code § 1861]

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONSULTANTS

By: \_\_\_\_\_  
[Title]



EXHIBIT \_\_  
LABOR COMPLIANCE

**1. PREVAILING WAGE**

A. The Work contemplated herein constitutes a public work within the meaning of Labor Code sections 1720 and 1771. It shall be mandatory upon the Consultant and upon any Subcontractor, to pay not less than the said specified prevailing rates of wages to all workers employed by them under the Contract in accordance with Labor Code section 1774. The Director of the Department of Industrial Relations ("DIR") of the State of California has determined the general prevailing rate of wages of per diem wages in the locality in which the work is to be performed for each craft or type of worker needed to execute the Contract. The Consultant acknowledges that it has examined the prevailing rate of per diem wages as established by the DIR. Copies of the current schedules for prevailing wages are on file at City Hall, and the contents of those schedules are incorporated herein as if set forth in full. The Consultant shall post a copy of the applicable prevailing wage determinations at each job site, along with any other work place posters required by law.

B. The City will not recognize any claims for additional compensation because of the payment of prevailing wages. The possibility of wage increases is one of the elements to be considered by the Consultant in determining its proposal, and will not under any circumstances be considered as the basis of a claim against the City.

C. By executing this Contract Consultant warrants that it has registered with the Department of Industrial Relations in accordance with Labor Code section 1725.5.

**2. PREVAILING WAGE RECORDS**

A. The Consultant and each subcontractor shall keep an accurate payroll record which shows the name, address, social security number, correct work classification (in accordance with the wage decision), both straight and overtime worked each day and week, and hourly rate of pay, gross wages earned, deductions made and net wages paid to each journeyman, apprentice, worker or other employee paid by the Consultant /subcontractor in connection with the Work. These payroll records shall be certified and shall be made available at Consultant's principal office. These records shall be maintained during the course of the Work. The Consultant and all subcontractors shall make the certified payroll records available for inspection by City representatives upon request and shall permit such representatives to interview employees during the work hours on the job site.

B. The City shall notify the Consultant in writing of any discrepancies or violations that are discovered during such inspections. Written notification pursuant to this Section shall include the actions that will be necessary to resolve the discrepancies and/or violations. The Consultant shall be held entirely responsible for the prompt resolution of all non-compliances with the prevailing wage laws, including those pertaining to all subcontractors and any lower-tier subcontractors. The Consultant shall forfeit as penalty to the City the amount specified by law for each calendar day or portion thereof for each worker (whether employed by the Consultant or any subcontractor) paid less than the stipulated prevailing rates for any work done under the Contract in violation of the provisions of the Labor Code and in particular, Section 1775.

C. To the extent applicable, Consultant and subcontractors shall maintain and furnish to the Department of Industrial Relations ("DIR"), a certified copy of each weekly payroll (but no less often than monthly), with a statement of compliance signed under penalty of perjury. Such certified payroll reports shall be transmitted electronically to the DIR.

D. The City will not recognize any claims for additional compensation because of the payment of the prevailing wages. The possibility of wage increases is one of the elements to be considered by the Consultant in entering into the Contract, and will not under any circumstances, other than delays caused by the City, or the City's agents, be considered as the basis of a claim against the City.

### **3. Labor Discrimination**

Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of their race, color, national origin or ancestry, physical handicap, mental condition, marital status, or sex of such person, except as provided in Section 12940 of the Government Code, and every General Contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

### **4 Eight-Hour Day Limitation**

(a) In accordance with the provisions of the Labor Code, and in particular, Sections 1810 to 1815 thereof, inclusive, incorporated herein by reference, eight hours labor shall constitute a day's work, and no worker in the employ of Consultant, or any Subcontractor, doing or contracting to do any part of the work contemplated by the Contract, shall be required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of those provisions; provided that subject to Labor Code Section 1815, a worker may perform work in excess of either eight (8) hours per day or forty (40) hours during any one week upon compensation for all hours worked in excess of eight (8) hours per day or forty (40) hours during any one week at not less than one and one-half times the basic rate of pay.

(b) The Consultant and each Subcontractor shall also keep an accurate record showing the names and actual hours worked of all workers employed by them in connection with the Contract. This record shall be open at all reasonable hours to the inspection of the City. It is hereby further agreed that, except as provided in (a) above, the Consultant shall forfeit as a penalty to the City the sum of twenty-five dollars (\$25) for each worker employed in the performance of the Contract by the Consultant or by any of its Subcontractors for each calendar day during which such worker is required or permitted to labor more than eight (8) hours in and one calendar day and forty (40) hours in any one calendar week in violation of Sections 1810 through 1815.

### **5. Compliance with State Requirements for Employment of Apprentices**

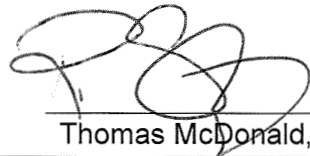
(a) The Consultant's attention is directed to Section 1777.5 of the Labor Code. Provisions of said Section pertaining to employment of registered apprentices are hereby incorporated by reference into this Contract. As applicable, the Consultant or any Subcontractor employed by the Consultant in the performance of this Contract shall take such actions as necessary to comply with the provisions of Section 1777.5.

MEETING DATE: April 19, 2017

ITEM # 13

**SUBJECT:****CONSIDERATION OF THE 2017 FIRST QUARTER REPORT  
ON 21<sup>ST</sup> CENTURY POLICING****INITIATED OR REQUESTED BY:** Council     Staff Other**REPORT COORDINATED OR PREPARED BY:**

Dawna Rosner, Senior Administrative Analyst


  
for Chief McDonald
   
Thomas McDonald, Chief of Police
ATTACHMENT     Yes     No Information     Direction Action**OBJECTIVE**

The West Sacramento Police Department continues to implement policies and protocols, and has initiated additional programs and activities to fulfill new directives that have been set forth through State and Federal initiatives. The purpose of this report is to provide a quarterly update and elicit City Council's input regarding the current and future direction of these efforts.

**RECOMMENDED ACTION**

It is respectfully recommended that City Council review the progress on 21<sup>st</sup> Century Policing, City Council 2016 Strategic Plan High Priority item, and provide appropriate feedback, if any.

**BACKGROUND**

On April 20, 2016, Police Department staff presented information regarding the President's Task Force on 21<sup>st</sup> Century Policing and California Assembly Bill 953, known as the Racial and Identity Profiling Act of 2015 (RIPA). Per Council request, the Police Department has been reporting the City's crime data quarterly and the statistical data and analysis associated with the 21<sup>st</sup> Century Policing and RIPA requirements. This report references the currently accessible data required by RIPA and the current crime data for the Q1 2017 (calendar). The Department continues to pursue enhanced methods of data capture and analysis to produce the most comprehensive and useful reporting possible given the technological and analytical challenges associated with this endeavor.

**ANALYSIS****Accreditation (CALEA)**

Achieving an agency accreditation from the Commission on Accreditation for Law Enforcement Agencies (CALEA) is accomplished through independent review of policy and demonstrated compliance with set standards. This is considered a high-level national accreditation for a law enforcement agency to achieve and is intended to strengthen the Department's accountability, both within the agency and with the community it serves.

The Department underwent a mock assessment that began in late January 2017, and concluded March 1, 2017. This assessment involved a complete file review that gauged the compliance status of the Department's written policy and work product. The feedback from the assessors was positive and they found that the substance of the files were 100% on par and better than those of other agencies they had previously reviewed. They also provided recommendations regarding file maintenance which are currently being implemented by the CALEA Coordinator

The formal comprehensive on-site assessment has been scheduled for July 16 through July 19, 2017. In addition to their inspection at the Police Department, the CALEA assessors will have sessions for public comment, both in a call-in and a live format. The live format is tentatively scheduled to be held in City Council Chambers on July 17, 2017 from 6pm-8pm. A follow up assessor panel will occur during the subsequent CALEA conference to take place in November 2017, and the status of the agency accreditation will be determined at that time.

### **Department Training**

Training opportunities promote career development and ensure that job-specific perishable skillsets are not lost. In Q1 2017 the Department personnel attended 25 outside training courses involving topics such as:

- De-escalation
- DUI/Traffic
- Supervisory Skills
- Investigations
- Use Of Force/Tactical Training
- CALEA Accreditation
- Internal Affairs
- Boating Enforcement
- Crime Prevention
- Drug Evaluation
- Child Abuse Investigation
- Sex Offender Registry

The Department's Firearms Instructors provided mandated Firearms Update training via live fire and scenario-based situations, keeping staff in compliance with State regulations.

Personnel continue to attend Crisis Intervention Training (CIT) courses designed to provide officers with an understanding of the basic symptomology of mental illnesses and tactics for communicating with and de-escalating encounters with mentally ill subjects. The training brings awareness to the community resources available for the mentally ill and emphasizes the need for aligning individuals with those resources to reduce or resolve the acuity of the crisis and to reduce the necessity for further contact with the criminal justice system.

The Commission on Peace Officer Standards and Training (POST) conducted an audit of the Department's training compliance status on February 14, 2017. The Department was found to be in good standing in all categories including personnel records, officer certifications and POST mandated training requirements.

### **Community Outreach**

The Department's Senior Lead Officers (SLOs) attended and played integral roles in Neighborhood Watch meetings, sharing information pertinent to the respective neighborhoods and the City as a whole and providing a venue to hear community concerns. Meetings were held with "Broderick is a Community not a Gang," and "Bryte and Broderick Community Action Network" (BBCAN) to focus on youth outreach efforts and the need for early intervention with at-risk youth. As part of the Department's overall efforts to engage the youth, and from information gathered during these meetings, plans were made to launch a week-long Spring Break Boxing Camp for at-risk youth within the community. The intention of the camp is to build self-confidence and develop a trusting relationship with the Department's officers. School Resource Officers worked with the Washington Unified School District to promote the camp and have partnered with the school site counselors to identify kids who would most benefit by attending the camp.

Over the past three months, the SLOs hosted two "Coffee with a Cop" events, which provided an opportunity for the community to get to know the officers working in their neighborhoods. There was no agenda or speeches, just a chance for community members to ask officers questions and voice concerns. Feedback about the "Coffee with a Cop" program has been overwhelmingly positive, and the SLO's will continue to adjust days of the week and times of day to ensure that all members of the community are able to attend an event. Additionally, and aligned with the Age-Friendly Action Plan, the department will be adding "Coffee with a Cop" events to focus on connecting with more of our older community members.

During first quarter 2017, the SLOs received and responded to 86 concerns through the West Sacramento Connect social media application. The concerns included such issues as illegal camping, traffic safety, and informal Crime Prevention Through Environmental Design (CPTED) assessments for industrial businesses. Continued work to improve the status of our homeless community included outreach efforts that resulted in 47 homeless clients forming a working relationship with our Police Department Homeless Coordinator. Thirteen homeless clients were housed and two coordinated camp clean ups were conducted with the Parks & Recreation Department.

**RIPA Data**

The Department's analysis for Q1 is still limited to outcome data associated with Arrests, Citations and Field Interview cards (FI). Compared to last quarter, there was an overall increase of 43 arrests (8%), with the largest increase being in the age range 30-49 (56 more arrests, an increase of 23%). When comparing arrests by race against last quarter, arrests of White suspects increased 15% (37 arrests) and arrest of Black suspects increased 13% (14 arrests). Concerning the Beat for which arrests were occurring, there was a 31% increase in Beat 2 (difference of 77). There were no significant changes to the Citation category and the increases seen in the Field Interview category coincide with the Arrest stats and the general increase in Officer Productivity when comparing to last quarter. There were no anomalies to account for.

**RIPA Compliance Status**

Smaller agencies, such as ours, are not mandated to begin RIPA data reporting until 2023, while larger agencies are required to begin in 2019. In the interest of developing a proactive approach to meeting our mandated timeline, the Police Department has developed a working group to explore data collection enhancement and formulate interim solutions to the data collection challenges we face. The group has reached out to several of the larger agencies, such as Sacramento PD, Los Angeles PD, and Los Angeles County Sheriff, to monitor and potentially replicate the accomplishments other agencies achieve during their RIPA program implementation. The group is also reaching out to members of the RIPA Advisory Board to stay abreast of any key initiatives or developments in the RIPA regulations. We are awaiting recommendations from California Association of Chiefs of Police regarding their recommendations to the Department of Justice about data collection categories to comply with RIPA.

**Crime Data**

This report overviews the notable variances observed during the data review process and includes an analysis of potential correlative and causative factors. The category of crimes addressed in this report are considered "Part 1" crimes, which are subcategorized as "Violent Crime" and "Property Crime".

***Part I Crime – Q1-2016 vs. Q1-2017***

There were 359 Part I crimes in Q1-2016 and 384 in Q1-2017, which is an overall increase of 7% (difference of 25 incidents). The increase in the crime rate is strictly due to a 12% increase in Property Crimes, which totaled 307 incidents in Q1-2016 and 344 in Q1-2017 (difference of 37 incidents). There were 52 Violent Crimes in Q1-2016 and 40 in Q1-2017, which is a 23% decrease in Violent Crime (difference of 12 incidents).

***Part I Crime – Q4-2016 vs. Q1-2017***

There were 381 Part I crimes in Q4-2016 and 384 in Q1-2017, which is an overall increase of 1% (difference of 3 incidents). The increase in the crime rate is due to a 3% increase in Property Crimes, which totaled 334 incidents in Q4-2016 and 344 in Q1-2017 (difference of 10 incidents). There were 47 Violent Crimes in Q4-2016 and 40 in Q1-2017, which is a 15% decrease in Violent Crime (difference of 7 incidents).

Part I Crimes	Q1-2016	Q1-2017	% Change	Q4-2016	Q1-2017	% Change
<b>Violent Crime Total</b>	52	40	-23%	47	40	-15%
<b>Property Crime Total</b>	307	344	12%	334	344	3%
<b>Overall Crime Total</b>	359	384	7%	381	384	1%

***Violent Crime – Q1-2016 vs. Q1-2017***

There were 52 Violent Crimes in Q1-2016 and 40 in Q1-2017, which is an overall decrease of 23% (difference of 12 incidents). The decrease in the violent crime rate is attributed to a 52% decrease in Aggravated Assault, which totaled 25 incidents in Q1-2016 and 12 in Q1-2017 (difference of 13 incidents). There were 5 Rapes in Q1-2016 and 6 in Q1-2017, which is a 20% increase (difference of 1 incidents). There was no change in the Robbery rate, where there were 22 in both Q1-2016 and Q1-2017.

***Violent Crime – Q4-2016 vs. Q1-2017***

There were 47 Violent Crimes in Q4-2016 and 40 in Q1-2017, which is an overall decrease of 15% (difference of 7 incidents). The decrease in the violent crime rate is due to a 50% decrease in Aggravated Assaults, which totaled 24 incidents in Q4-2016 and 12 in Q1-2017 (difference of 12 incidents). There were 2 Rapes in Q4-2016 and 6 in Q1-2017, which is a 200% increase (difference of 4 incidents) and there were 21 Robberies in Q4-2016 and 22 in Q1-2017, which is a 5% increase (difference of 1 incident).

Notable in Q1 were several arrests made for each violent crime category. There was 1 Rape arrest with suspects identified for the remaining 5 incidents; 12 Robbery arrests (55% quarterly clearance rate); and 6 Aggravated Assault arrests (50% quarterly clearance rate).

**Property Crime – Q1-2016 vs. Q1-2017**

There were 307 Property Crimes in Q1-2016 and 344 in Q1-2017, which is an overall increase of 12% (difference of 37 incidents). The increase in the property crime rate is attributed to a 39% increase in Burglary, which totaled 51 incidents in Q1-2016 and 71 in Q1-2017 (difference of 20 incidents). There were 218 Larceny Theft's in Q1-2016 and 207 in Q1-2017, which is a 5% decrease (difference of 11 incidents). There was a 79% increase in Motor Vehicle Theft, which totaled 34 incidents in Q1-2016 and 61 in Q1-2017 (difference of 27 incidents) and there was a 25% increase in Arson, where there were 4 in Q1-2016 and 5 in Q1-2017.

**Property Crime – Q4-2016 vs. Q1-2017**

There were 334 Property Crimes in Q4-2016 and 344 in Q1-2017, which is an overall increase of 3% (difference of 10 incidents). The increase in the property crime rate is due to a 42% increase in Burglary, which totaled 50 incidents in Q4-2016 and 71 in Q1-2017 (difference of 21 incidents). There were 228 Larceny Theft's in Q4-2016 and 207 in Q1-2017, which is a 9% decrease (difference of 21 incidents). There was a 17% increase in Motor Vehicle Theft, which totaled 52 incidents in Q4-2016 and 61 in Q1-2017 (difference of 9 incidents) and there was a 25% increase in Arson, where there were 4 in Q1-2016 and 5 in Q1-2017. It should be noted that Motor Vehicle Theft, year to date in 2016, was 43% lower than the average of the previous three years, contributing to what appears to be a dramatic increase thus far in 2017.

An analysis of Burglary surfaced two trends. The first trend involved several commercial burglaries that were occurring in the industrial area of the City. These burglaries were discussed at the weekly COMPSTAT meetings and a task was created to direct officers to conduct extra patrol in the area and for SLOs to assist area businesses with CPTED review. As a result of this extra patrol, a burglary arrest was made after Officers responded to the area for a commercial alarm. The suspect was located in an unauthorized area wearing a ski mask. A complete drop off of this specific crime trend occurred subsequent to this arrest.

The second Burglary trend involved several apartment and mobile home complexes having their laundry rooms broken into. After gaining entry, the suspect(s) would pry open the coin washer/dryer machines and steal the coins. Year to date there have been 8 reports of coin theft. A COMPSTAT task was developed to address these thefts, resulting in a public service announcement type flyer being posted on Social Media and distributed to all of the property managers for the apartment and mobile home complexes in the City. No arrests have been made related to the coin thefts at this time.

**Calls for Service – Q1-2016 vs. Q1-2017**

There was a decrease in the overall Call for Service total by 6%, where there were 15,514 in Q1-2016 and 15,605 in Q1-2017 (difference of 909 calls). There were 5,583 Officer Initiated calls for service in Q1-2016 and 4,277 in Q1-2017, which is an overall decrease of 23% (difference of 1,306 calls). There were 10,931 Citizen Initiated calls for service in Q1-2016 and 11,328 in Q1-2017, which is an overall increase of 4% (difference of 397 calls). In this same period Field Interviews decreased by 44%, where there were 1,144 in Q1-2016 and 636 in Q1-2017 (difference of 508 Field Interviews).

**Calls for Service – Q4-2016 vs. Q1-2017**

There was an increase in the overall Call for Service total by 5%, where there were 14,880 in Q4-2016 and 15,605 in Q1-2017 (a difference of 725 calls). There were 4,041 Officer Initiated calls for service in Q4-2016 and 4,277 in Q1-2017, which is an overall increase of 6% (difference of 236 calls). There were 10,839 Citizen Initiated calls for service in Q4-2016 and 11,328 in Q1-2017, which is an overall increase of 4% (difference of 489 calls). In this same period Field Interviews decreased by 55%, where there were 410 in Q1-2016 and 636 in Q1-2017 (difference of 226 Field Interviews).

Calls for Service	Q1-2016	Q1-2017	% Change	Q4-2016	Q1-2017	% Change
Officer Initiated	5583	4277	-23%	4041	4277	6%
Citizen Initiated	10931	11328	4%	10839	11328	5%
Total Calls for Service	16514	15605	-6%	14880	15605	5%

**Traffic Activities – Q1-2016 vs. Q1-2017**

There was a total of 1,770 Citations in Q1-2016 and 794 in Q1-2017, which is an overall decrease of 55% (difference of 976 citations). There were 1,225 citations written by Patrol in Q1-2016 and 650 in Q1-2017, which is an overall decrease of 47% (difference of 575 citations). There were 545 citations written by the Traffic Unit in Q1-2016 and 144 in Q1-2017, which is an overall decrease of 74% (difference of 401 citations).

**Traffic Activities – Q4-2016 vs. Q1-2017**

There was a total of 719 Citations in Q4-2016 and 794 in Q1-2017, which is an overall increase of 10% (difference of 75 citations). There were 480 citations written by Patrol in Q4-2016 and 650 in Q1-2017, which is an overall increase of 35% (difference of 170 citations). There were 239 citations written by the Traffic Unit in Q4-2016 and 144 in Q1-2017, which is an overall decrease of 40% (difference of 95 citations).

The Traffic Division has experienced a continued decrease in their productivity due to several injuries affecting normal deployment, and with their participation as field training officers for newly hired staff.

Citations	Q1-2016	Q1-2017	% Change	Q4-2016	Q1-2017	% Change
Patrol Cites	1225	650	-47%	480	650	35%
Motor Cites	545	144	-74%	239	144	-40%
Total Citations	1770	794	-55%	719	794	10%

**COMPSTAT**

The department collects data near real time and reports out weekly to the department. This is the foundation of and basis for intelligence-led policing. The institutionalization of COMPSTAT/Crime Control has increased the overall awareness of crime trends or issues by officers across the department. This has allowed for more informed, directed and efficient efforts through the application of police services. In Q1 of 2017, there were 14 directed tasks assigned to various units throughout the Department. These tasks included:

- Extra Patrol for Stolen Vehicles
- Traffic Enforcement
- Extra Patrol in the Industrial Area for Property Crimes
- Levee Patrol

In order to address the increase in Motor Vehicle Theft, several tasks were developed to incorporate various methods of prevention and apprehension. Initially, analysis was conducted to determine any commonalities between the stolen vehicle incidents, including Time of Day, Day of the Week and Vehicle Make, Model, Color and Year. Unfortunately, no clear similarities were identified, except for general areas within the city where the vehicles were being stolen and the fact that most vehicles were stolen overnight. These locations were provided to Patrol and officers were asked to conduct extra patrol during the nighttime hours.

In addition to conducting our own patrol, the Yolo District Attorney Office's Vehicle Theft Investigator was informed of the increase in stolen vehicles and coordination was made with the Sacramento County Auto Theft Suppression Task Force (SACCATS) for an undercover operation to take place. Working with our Special Investigations Unit (SIU), one arrest was made during this operation for a suspect who had stolen a tractor and trailer from Sacramento and attempted to sell it to an undercover officer. An additional two unoccupied vehicles were recovered as part of this operation.

Commission Recommendation

NA

Strategic Plan Integration

These efforts support the City's vision of people feeling safe and secure and are consistent with the 2016 Strategic Plan High Priority item for 21<sup>st</sup> Century Policing.

Alternatives

The City Council may direct staff to pursue additional or alternative methods of meeting the requirements and recommendations outlined by the RIPA and the President's Task Force on 21<sup>st</sup> Century Policing.

Coordination and Review

This report was prepared by Police Department staff.

Budget/Cost Impact

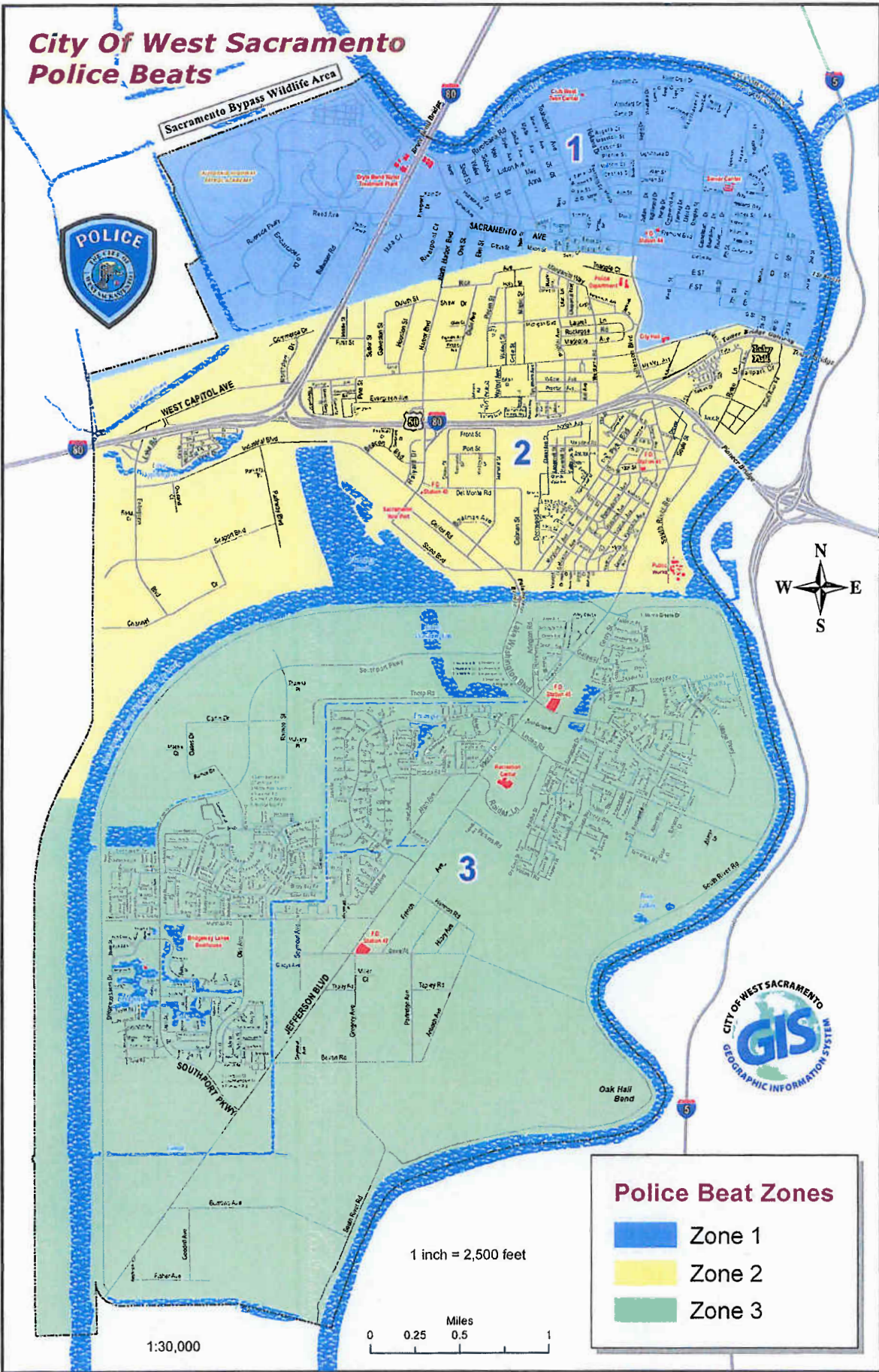
As an information only item, there is no budget impact.

**ATTACHMENT**

Beat Map  
Part 1 Crime Data Detail Chart



# City Of West Sacramento Police Beats



## Police Beat Zones

- Zone 1
- Zone 2
- Zone 3

Part 1 Crime Data Detail Chart

	Q1-2016	Q1-2017	16/17 % Change	Q4-2016	Q1-2017	16/17 % Change
Homicide	0	0	0%	0	0	0%
Rape	5	6	20%	2	6	200%
Robbery	22	22	0%	21	22	5%
Aggravated Assault	25	12	-52%	24	12	-50%
<b>Violent Crime Total</b>	<b>52</b>	<b>40</b>	<b>-23%</b>	<b>47</b>	<b>40</b>	<b>-15%</b>
Burglary	51	71	39%	50	71	42%
Larceny Theft	218	207	-5%	228	207	-9%
Motor Vehicle Theft	34	61	79%	52	61	17%
Arson	4	5	25%	4	5	25%
<b>Property Crime Total</b>	<b>307</b>	<b>344</b>	<b>12%</b>	<b>334</b>	<b>344</b>	<b>3%</b>
<b>Overall Crime Total</b>	<b>359</b>	<b>384</b>	<b>7%</b>	<b>381</b>	<b>384</b>	<b>1%</b>

MEETING DATE: April 19, 2017

ITEM # 14

**SUBJECT:**

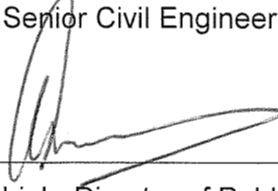
**CONSIDERATION OF APPROVAL OF A CONTRACT FOR CONSTRUCTION ENGINEERING SERVICES WITH GHIRARDELLI ASSOCIATES FOR THE WASHINGTON DISTRICT SUSTAINABLE COMMUNITY INFRASTRUCTURE PROJECT**

**INITIATED OR REQUESTED BY:**

Council     Staff  
 Other

**REPORT COORDINATED OR PREPARED BY:**

Vin Cay, Senior Civil Engineer



Denix Anbiah, Director of Public Works

**ATTACHMENT**     Yes     No        Information     Direction     Action

**OBJECTIVE**

The objective of this report is to obtain City Council approval of a professional services contract with Ghirardelli Associates for construction engineering services for the Washington District Sustainable Community Infrastructure Project.

**RECOMMENDED ACTION**

It is respectfully recommended that the City Council:

- 1) Approve Contract for Professional Services with Ghirardelli Associates for the Washington District Sustainable Community Infrastructure Project in the amount of \$1,029,025.00; and
- 2) Authorize the City Manager or his designee to make contract amendments up to 10% (\$102,900) of the value of the contract.

**BACKGROUND**

In 2015, the City was awarded a \$6.7 million state cap-and-trade grant in affordable housing and infrastructure funding to jump start new mixed used development. A portion of the grant is slated for the development of 77 units of affordable housing at West Gateway Place (formerly Delta Lane development). A portion of the grant, \$4.1 million, is intended for infrastructure improvements which includes roadways, frontage, lighting and streetscape enhancements in Washington and the City's Grand Gateway, a "hub" bringing together the downtown Central Business District, the Bridge District, and the historic Washington District.

The smart growth funding is part of the Affordable Housing and Sustainable Communities Program, administered by the Department of Housing and Community Development. The award was announced by the California Strategic Growth Council, which provides grants and loans to reduce greenhouse gas emissions by supporting compact, infill development patterns, encouraging active transportation and transit usage, and protecting agricultural land from sprawl development. Also included in the project scope is a two-way bicycle path along West Capitol Avenue from Grand to 5<sup>th</sup> Street. The design of this improvement was funded by an \$87,000 state Active Transportation Program (ATP) grant.

Council approved a contract with AECOM on May 18, 2016 to design the Washington District Sustainable Community Infrastructure Project. The project team is finishing up construction documents and with the upcoming schedule as follows:

Advertise for Bids	April 2017
Bid Opening	May 2017
Council Award construction contract	June 2017
Begin Construction	Late June / early July 2017
Construction Completion	October 2018 (16 months)

### **ANALYSIS**

In anticipation of construction, staff issued a Request for Proposal (RFP) "task order" in March for construction engineering services to each of the firms on the current City on-call list for Project Inspection and Construction Management Services. Proposals were received from 4Leaf Inc., CALTROP and Ghirardelli Associates. The other on-call firms opted not to submit proposals due to a lack of staff availability.

Staff reviewed, evaluated and ranked the proposals consistent with grant requirements and our purchasing policy based on qualifications as follows: scope of proposed services; qualifications and experience of the proposed team; demonstrated ability to perform high quality work, to control costs and meet time schedules; the team's ability to work effectively together and with governmental agency staff; and experience with similar projects comparable in type, size and complexity. After careful consideration of the firm's qualifications, experience, and proposed work plan, the staff selection panel unanimously identified Ghirardelli Associates as the top-ranked firm to provide construction engineering services for the Washington District Sustainable Community Infrastructure Project.

A summary of the professional services included in the contract is in the Work Plan attached to the contract.

### **Strategic Plan Integration**

The Washington District Sustainable Community Infrastructure Project and recommended action supports the City Council's *Strategic Plan as a Top Priority Management Agenda Item - Grand Gateway/Washington Infrastructure*.

### **Alternatives**

- 1) Staff recommends that the City Council:
  - i. Approve Contract for Professional Services with Ghirardelli Associates in the amount of \$1,029,025.00; and
  - ii. Authorize the City Manager or his designee to make contract amendments up to 10% (\$102,900) of the value of the contract.
- 2) Council may choose to make adjustments to the scope of work for this contract.
- 3) Council may elect not to approve the Contract at this time.

Alternatives 2 and 3 are not recommended due to the grant obligation to fully complete the project and close out all grant funding requirements by December 2018.

### **Coordination and Review**

This report was prepared by the Public Works Department in coordination with the Economic Development Department and Finance Division of the Administrative Services Department.

### **Budget/Cost Impact**

The Washington District Sustainable Community Infrastructure Project budget appropriation is currently set at \$5,912,943. The cost of the construction engineering contract with Ghirardelli Associates can be funded from this appropriation. Staff will return to Council for approval to award the construction contract and request appropriate adjustments to the project budget.

### **ATTACHMENT(S)**

- 1) Contract for Professional Services

## CONTRACT FOR SERVICES

THIS CONTRACT is made on April 19, 2017, by and between the CITY OF WEST SACRAMENTO ("City"), and Ghirardelli Associates ("Consultant").

WITNESSETH:

WHEREAS, the City desires \_\_\_\_\_;

WHEREAS, the Consultant has presented a proposal for such services to the City, dated \_\_\_\_\_, 20\_\_, (attached hereto and incorporated herein as **Exhibit "A"**) and is duly licensed, qualified and experienced to perform those services;

NOW, THEREFORE, the parties hereto mutually agree as follows:

### 1. SCOPE OF SERVICES:

A. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to completion of the services described in **Exhibit "A"**. This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract.

B. Consultant enters into this Contract as an independent contractor and not as an employee of the City. The Consultant shall have no power or authority by this Contract to bind the City in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Contract.

C. The Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

### 2. TERM OF CONTRACT:

A. The services of Consultant are to commence upon the City, and shall be undertaken and completed in accordance with the Schedule of Performance attached hereto and incorporated herein by this reference as **Exhibit "B."**

B. Consultant's failure to complete work in accordance with the Schedule of Performance may result in delayed compensation as described in Section 3.

Contract for Services  
Insert Contractors Name here  
Insert Date of contract

C. The City Manager or his or her designee may, by written instrument signed by the Parties, extend the duration of this Contract for a period of 1 year in the manner provided in Section 5, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 3, Compensation.

### **3. COMPENSATION:**

A. The Consultant shall be paid monthly for the actual fees, costs and expenses for all time and materials required and expended, but in no event shall total compensation exceed \_\_\_\_\_ (\$ \_\_\_\_\_), without City's prior written approval.

B. Said amount shall be paid upon submittal of a monthly billing showing completion of the tasks that month. Consultant shall furnish City with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the monthly billings. If Consultant's performance is not in conformity with the Schedule of Performance, payments may be delayed or denied, unless the Consultant's failure to perform in conformity with the Schedule of Performance is a documented result of the City's failure to conform with the Schedule of Performance, or if the Schedule of Performance is extended pursuant to Section 5.

C. If the work is halted at the request of the City, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract, subject to Section 4.

### **4. TERMINATION:**

A. This Contract may be terminated by either party, provided that the other party is given not less than 30 calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate.

B. The City may temporarily suspend this Contract, at no additional cost to City, provided that the Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Contract.

C. Notwithstanding any provisions of this Contract, Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Consultant, and the City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due the City from Consultant is determined.

D. In the event of termination, the Consultant shall be compensated as provided for in this Contract, except as provided in Section 4C. Upon termination, the City shall be entitled to all work, including but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date in accordance with Section 7 hereof.

### **5. AMENDMENTS, CHANGES OR MODIFICATIONS:**

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

**6. EXTENSIONS OF TIME:**

Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Contract or the attached Work Program in the manner provided in Section 5.

**7. PROPERTY OF CITY:**

A. It is mutually agreed that all materials prepared by the Consultant under this Contract shall become the property of the City, and the Consultant shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and the Consultant shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Consultant in performing this Contract which is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to the City which is in the Consultant's possession.

B. Additionally, it is agreed that the parties intend this to be a contract for services and each considers the products and results of the services to be rendered by Consultant hereunder (the "Work") to be a work made for hire. Consultant acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of the City.

**8. COMPLIANCE WITH ALL LAWS:**

A. Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract. It shall be City's responsibility to obtain all rights of way and easements to enable Consultant to perform its services hereunder. Consultant shall assist City in providing the same.

B. Consultant warrants to the City that it is licensed by all applicable governmental bodies to perform this Contract and will remain so licensed throughout the progress of the Work, and that it has, and will have, throughout the progress of the Work, the necessary experience, skill and financial resources to enable it to perform this Contract.

C. The work contemplated under this Contract is a public work for the purposes of Labor Code section 1720, and is subject to the payment of prevailing wages. Accordingly, Consultant shall comply with the provisions of Exhibit "F".

**9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:**

A. Consultant agrees and represents that it is qualified to properly provide the services set forth in **Exhibit "A"** in a manner which is consistent with the generally accepted standards of Consultant's profession.

B. Consultant agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law in accordance with Section 17A hereof.

C. Consultant shall designate a project manager who at all times shall represent the Consultant before the City on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by Consultant, or is replaced with the written approval of the City, which approval shall not be unreasonably withheld.

D. Consultant shall provide corrective services without charge to the City for services which fail to meet the above professional and legal standards and which are reported to Consultant in writing within sixty (60) days of discovery. Should Consultant fail or refuse to perform promptly its obligations, the City may render or undertake performance thereof and the Consultant shall be liable for any expenses thereby incurred.

**10. SUBCONTRACTING:**

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City, which will not be unreasonably withheld. Consultant shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant.

**11. ASSIGNABILITY:**

Consultant shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the City which will not be unreasonably withheld. However, claims for money due or to become due Consultant from the City under this Contract may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City.

**12. INTEREST IN CONTRACT:**

Consultant covenants that neither it, nor any of its employees, agents, contractors, subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this Contract, City determines and notifies Consultant in writing that Consultant's duties under this Contract warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

**13. MATERIALS CONFIDENTIAL:**

All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.



**14. LIABILITY OF CONSULTANT-NEGLIGENCE:**

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

**15. INDEMNITY AND LITIGATION COSTS:**

Consultant shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees against all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising from Consultant's negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this Contract except such loss or damage caused by the active negligence, sole negligence, or willful misconduct of the City. The provisions of this paragraph shall survive termination or suspension of this Contract.

**16. CONSULTANT TO PROVIDE INSURANCE:**

A. Consultant shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract, the policies of insurance specified in this Section. Such insurance must have the approval of the City as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A VII (an NR rating is acceptable for Worker's Compensation insurance written with the State Compensation Insurance Fund of California).

B. Prior to execution of this Contract and prior to commencement of any work, the Consultant shall furnish the City with certificates of insurance and copies of endorsements providing evidence of coverage for all policies required by the Contract. The Consultant and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the City. The maintenance by Consultant and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of Consultant or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Contract. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant.

1. Worker's Compensation and Employer's Liability Insurance

a. Worker's Compensation - Insurance to protect the Consultant, its contractors and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and Federal statutes and regulations. The Consultant shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in the Contract Documents.

b. Consultant shall provide a Waiver of Subrogation endorsement in favor of the City, its officers, officials, employees, agents and volunteers for losses arising from work performed by the Consultant.

2. Commercial General Liability Insurance

a. The insurance shall be provided on form CG0001, or it's equivalent, and shall include coverage for claims for bodily injury or property damage arising out of premises/operations, products/completed operations, contractual liability, and subconsultant's work and personal and advertising injury resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than **\$1,000,000.00** per occurrence and **\$2,000,000** general and products/completed operations aggregates.

b. The commercial general liability insurance shall also include the following:

i. Endorsement equivalent to CG 2010 1185 naming the City, its officers, officials, employees, agents, and volunteers as additional insureds. The endorsement shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

ii. Endorsement stating insurance provided to the City shall be primary as respects the City, its officers, officials, employees and any insurance or self insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss, or judgment.

iii. Provision or endorsement stating that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3. Commercial Automobile Insurance

a. The insurance shall include, but shall not be limited to, coverage for claims for bodily injury or property damage for owned, non-owned, and hired automobiles resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than **\$1,000,000.00** per accident.

b. The commercial automobile insurance shall include the same endorsements required for the commercial general liability policy (see Section 16.B.2.b).

Contract for Services  
Insert Contractors Name here  
Insert Date of contract

4. Professional Liability. The Consultant and its contractors and subcontractors shall secure and maintain in full force, during the term of this Contract and for five years thereafter, professional liability insurance policies appropriate to the respective professions and the work to be performed as specified in this Contract. The limits of such professional liability insurance coverage shall not be less than **\$1,000,000** per claim.

C. In addition to any other remedy the City may have, if Consultant fails to maintain the insurance coverage as required in this Section, the City may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the City may deduct the cost of such insurance from any amounts due or which may become due Consultant under this Contract.

D. No policy required by this Contract shall be suspended, cancelled, terminated by either party, or reduced in coverage or in limits unless Consultant has provided thirty (30) days prior written notice by certified mail, return receipt requested, to the City.

E. Any deductibles or self-insured retentions in excess of \$10,000 must be declared to, and approved by, the City.

F. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

#### **17. MISCELLANEOUS PROVISIONS:**

A. Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

B. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

C. Consultant shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Consultant.

D. This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

E. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a

Contract for Services  
Insert Contractors Name here  
Insert Date of contract

properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

City:

Consultant:

F. This Contract shall be interpreted and governed by the laws of the State of California.

G. Any action arising out of this Contract shall be brought and maintained in Yolo County California, regardless of where else venue may lie.

H. In any action brought by either party to enforce the terms of this Contract, each party shall be bear responsibility for its attorney's fees and all costs regardless of whether one party is determined to be the prevailing party.

[Signatures on following page]

Contract for Services  
Insert Contractors Name here  
Insert Date of contract

CITY OF WEST SACRAMENTO

By: \_\_\_\_\_  
Christopher L. Cabaldon, Mayor

Manager  
ATTEST:

By: \_\_\_\_\_  
Kryss Rankin, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Jeffrey Mitchell, City Attorney

CONSULTANT

By: \_\_\_\_\_  
Title:

## EXHIBITS

Contract for Services  
Insert Contractors Name here  
Insert Date of contract

EXHIBIT A

[Consultant Proposal/Scope of Work]

EXHIBIT \_\_

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700  
[Labor Code § 1861]

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONSULTANTS

By: \_\_\_\_\_  
[Title]



## EXHIBIT F

### LABOR COMPLIANCE

#### 1. PREVAILING WAGE

A. The Work contemplated herein constitutes a public work within the meaning of Labor Code sections 1720 and 1771. It shall be mandatory upon the Consultant and upon any Subcontractor, to pay not less than the said specified prevailing rates of wages to all workers employed by them under the Contract in accordance with Labor Code section 1774. The Director of the Department of Industrial Relations ("DIR") of the State of California has determined the general prevailing rate of wages of per diem wages in the locality in which the work is to be performed for each craft or type of worker needed to execute the Contract. The Consultant acknowledges that it has examined the prevailing rate of per diem wages as established by the DIR. Copies of the current schedules for prevailing wages are on file at City Hall, and the contents of those schedules are incorporated herein as if set forth in full. The Consultant shall post a copy of the applicable prevailing wage determinations at each job site, along with any other work place posters required by law.

B. The City will not recognize any claims for additional compensation because of the payment of prevailing wages. The possibility of wage increases is one of the elements to be considered by the Consultant in determining its proposal, and will not under any circumstances be considered as the basis of a claim against the City.

C. By executing this Contract Consultant warrants that it has registered with the Department of Industrial Relations in accordance with Labor Code section 1725.5.

#### 2. PREVAILING WAGE RECORDS

A. The Consultant and each subcontractor shall keep an accurate payroll record which shows the name, address, social security number, correct work classification (in accordance with the wage decision), both straight and overtime worked each day and week, and hourly rate of pay, gross wages earned, deductions made and net wages paid to each journeyman, apprentice, worker or other employee paid by the Consultant /subcontractor in connection with the Work. These payroll records shall be certified and shall be made available at Consultant's principal office. These records shall be maintained during the course of the Work. The Consultant and all subcontractors shall make the certified payroll records available for inspection by City representatives upon request and shall permit such representatives to interview employees during the work hours on the job site.

B. The City shall notify the Consultant in writing of any discrepancies or violations that are discovered during such inspections. Written notification pursuant to this Section shall include the actions that will be necessary to resolve the discrepancies and/or violations. The Consultant shall be held entirely responsible for the prompt resolution of all non-compliances with the prevailing wage laws, including those pertaining to all subcontractors and any lower-tier subcontractors. The Consultant shall forfeit as penalty to the City the amount specified by law for each calendar day or portion thereof for each worker (whether employed by the Consultant or any subcontractor) paid less than the stipulated prevailing rates for any work done under the Contract in violation of the provisions of the Labor Code and in particular, Section 1775.

C. To the extent applicable, Consultant and subcontractors shall maintain and furnish to the Department of Industrial Relations ("DIR"), a certified copy of each weekly payroll (but no less often than monthly), with a statement of compliance signed under penalty of perjury. Such certified payroll reports shall be transmitted electronically to the DIR.

D. The City will not recognize any claims for additional compensation because of the payment of the prevailing wages. The possibility of wage increases is one of the elements to be considered by the Consultant in entering into the Contract, and will not under any circumstances, other than delays caused by the City, or the City's agents, be considered as the basis of a claim against the City.

### **3. Labor Discrimination**

Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of their race, color, national origin or ancestry, physical handicap, mental condition, marital status, or sex of such person, except as provided in Section 12940 of the Government Code, and every General Contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

### **4 Eight-Hour Day Limitation**

(a) In accordance with the provisions of the Labor Code, and in particular, Sections 1810 to 1815 thereof, inclusive, incorporated herein by reference, eight hours labor shall constitute a day's work, and no worker in the employ of Consultant, or any Subcontractor, doing or contracting to do any part of the work contemplated by the Contract, shall be required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of those provisions; provided that subject to Labor Code Section 1815, a worker may perform work in excess of either eight (8) hours per day or forty (40) hours during any one week upon compensation for all hours worked in excess of eight (8) hours per day or forty (40) hours during any one week at not less than one and one-half times the basic rate of pay.

(b) The Consultant and each Subcontractor shall also keep an accurate record showing the names and actual hours worked of all workers employed by them in connection with the Contract. This record shall be open at all reasonable hours to the inspection of the City. It is hereby further agreed that, except as provided in (a) above, the Consultant shall forfeit as a penalty to the City the sum of twenty-five dollars (\$25) for each worker employed in the performance of the Contract by the Consultant or by any of its Subcontractors for each calendar day during which such worker is required or permitted to labor more than eight (8) hours in and one calendar day and forty (40) hours in any one calendar week in violation of Sections 1810 through 1815.

### **5. Compliance with State Requirements for Employment of Apprentices**

(a) The Consultant's attention is directed to Section 1777.5 of the Labor Code. Provisions of said Section pertaining to employment of registered apprentices are hereby incorporated by reference into this Contract. As applicable, the Consultant or any Subcontractor employed by the Consultant in the performance of this Contract shall take such actions as necessary to comply with the provisions of Section 1777.5.

## Section 4: Scope of Services

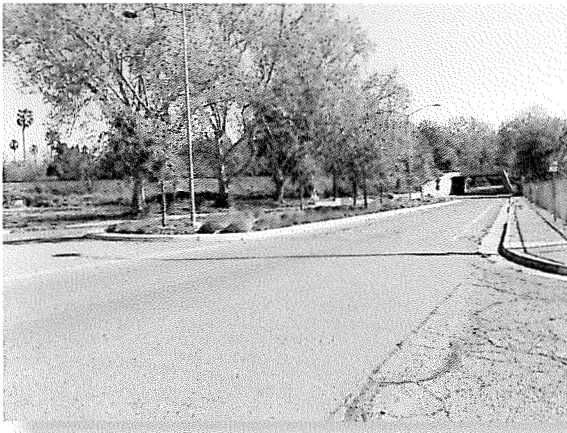
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### Project Understanding

The Washington District Sustainable Community Infrastructure Project (Project) is located in West Sacramento's oldest district, the historic Washington District (District), which was founded in 1850. It is bounded by Tower Gateway to the south, the Sacramento River to the east, A Street to the north, and 6th and 8th Streets to the west. The District is a mostly urban residential (single-family and multi-family homes) characterized by a mixture of 67 historic homes (typically Victorian), apartment complexes, some commercial and retail development, some industrial usage, grocery/markets, an Elks Lodge, a restaurant, a church, a vacant mobile home/trailer park, and numerous vacant lots. California State Teachers' Retirement System's (CalSTRS) headquarters building is also located within the District and employs over 2000 workers.



The overall project objectives are to improve the infrastructure deficiencies and to help the District achieve a sense of focus for the City of West Sacramento. The project will provide enhanced pedestrian-friendly walks, safe and comfortable bicycling, fast and accessible multi-modal transit, and will promote a range of housing options. Existing street canopy landscaping will be preserved and augmented with new street trees and shrubs. Water, sewer, and storm drainage systems are to be upsized and/or replaced. Additionally, the project is designed to accommodate future streetcar service.



The Project work consists of cold-planing pavement and placement of hot mix asphalt (HMA), slurry sealing, re-striping, installation of a multi-modal transit stop, installation of concrete ADA curb ramps, curb and gutter, sidewalks, drainage, water, sewer, and landscaping; modifying signals, and upgrading street lighting.

Primary project construction activities include roadway construction and slurry seal treatments, installation of landscaping, the construction of sidewalk and multi-use trails, construction of a parking lot at 7th Street, extensive installation of water and sewer lines, modifications to existing signals, and the installation of new street lights. The construction includes installation of 3,462 LF of RCP drainage pipe, 5,300 LF of sewer line,

4,780 LF of water line, 630 LF of bore and jack pipe; and construction of 2,940 LF of curbing, 5,450 LF of curb and gutter, 6,210 SF of colored sidewalk and median, 35,660 SF of broom finish sidewalk, and 3,092 EA trees and scrubs.

The construction is to be performed in four (4) stages.

- Stage 1 consists of the construction of drainage systems, sidewalk, and the installation of landscaping on the north side of Tower Bridge Gateway as well as the construction of drainage systems, sanitary sewer, sidewalk, and curb & gutter on the south side of G Street from 7th Street to 6th Street.
- Stage 2 consists of drainage systems, water lines, sidewalk, multi-use trail, curb & gutter and roadway construction on West Capitol Avenue and the construction of a drainage system, pedestrian areas, curb & gutter, roadway, and a parking lot on 7th Street.

## Section 4: Scope of Services

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- Stages 3 and 4 detail drawings were not included in the preliminary bid set so it is unclear as to the complete staging of the last two (2) stages of work. From reviewing the plans, Stage 3 consists of the construction of sidewalk, curb & gutter, and a bike lane on the north side of F Street and a sidewalk, curb & gutter, a parking lane, a bike lane and the installation of landscaping on south side of F Street. Stage 3 also includes sidewalk, curb & gutter, barrier curb and fencing, decorative paving and the installation of landscaping on both the north and south side of E Street. Stage 4 consists of the removal of an existing median curb the construction of a raised median with curbing, curb & gutter, and sidewalk on 5th Street. We have also assumed the jack and boring operations will take place in Stage 4 to account for UPRR's potential long review time for the jack and bore working drawings.

The estimated construction cost for the Project is \$8.0 million. The main funding source for the project is a \$4.2 million climate investment fund grant awarded by the California Strategic Growth Council for Infrastructure, the state Active Transportation Program (ATP), and local match by the city of West Sacramento's community investment fund and sewer impact fees.

The project is estimated to be bid in April 2017, awarded in May 2017, and begin construction June 2017. The duration of the project is 360 working days or approximately seventeen (17) months. The construction contract will comply with Caltrans Standard Plans and Specification dated 2015. The Contractor must comply will all local permit restrictions including City, utility, and UPRR encroachment permits.

### Key Project Issues

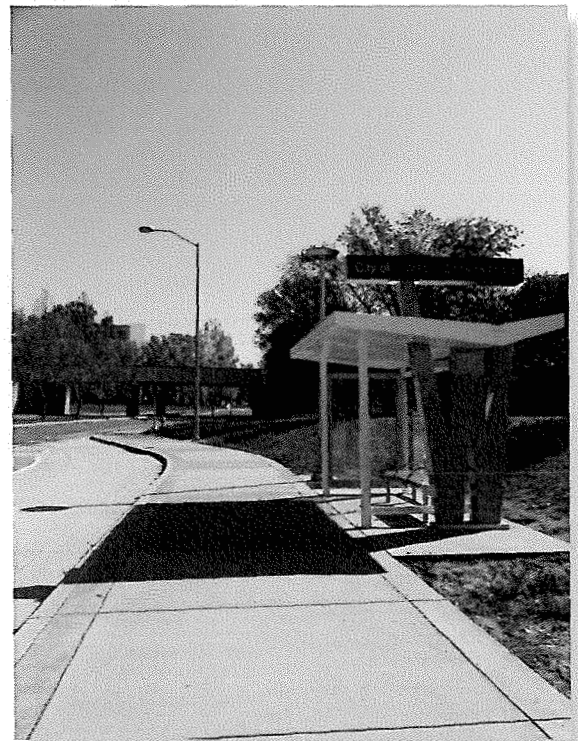
- Public Relations (Maintaining Access)
- Traffic Control and Public Safety
- Utility and Project Coordination

### Public Relations (Maintaining Access)

Ghirardelli recognizes the sensitivity of the community to the inconveniences associated with construction activities in densely populated urban areas. Our Ghirardelli Team will take the proper steps necessary to protect the public, local residents, and local businesses from significant inconvenience and safeguard them from potential construction-related incidents.

One principal concern will be maintaining vehicular access to driveways and properties and ensuring that pedestrian access is safety and clearly delineated. In most instances the public understands and is tolerable of minor construction inconveniences, but motorists, pedestrians, residents, and local businesses must be kept informed in order to preserve the public's trust.

Regarding the public, our Resident Engineer, Thanh Dickerson, P.E., QSD (Thanh), will provide to the City whatever community support is deemed necessary to instill confidence in the public that our management team is doing everything possible to minimize any possible impacts. In addition, Ghirardelli has extensive experience utilizing the many mediums available such as flyers, notices posted to local newspapers, websites, emailing, open houses, presentations to local city council, or door-to-door campaigns to certify that proper notice is given if construction related impacts are anticipated.



## Section 4: Scope of Services

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### Traffic Control and Public Safety

Our Ghirardelli Team will provide approval of the Contractors' traffic control plan in accordance with the Manual on Uniform Traffic Control Devices (MUTCD). We will vigorously monitor the Contractor's traffic control plan to help ensure the safe and timely passage of the public through the project limits at all times. Routine and thorough monitoring of all traffic control items will be performed daily to assure that all devices are installed and maintained properly and that they are effective during both daylight and nighttime hours. Public and worker safety will not be compromised and its importance cannot be overemphasized.



The construction activities inherent with any construction project can and will have an impact on the community. The Contractor's planned activities and any required traffic control activities that may impact local property owners and motorists will be reviewed, evaluated and minimized to verify the least possible disruption to vehicular and pedestrian passage. Clear and advanced notices of construction activities and traffic changes and the implementation of well-conceived traffic control plans will be utilized during the construction phase to minimize disruptions.

### Utility and Project Coordination

Ghirardelli understands the processes involved in the development of the City's Washington District Sustainable Community Infrastructure Project. The years of dedication it takes to foster community's support and to develop and prepare the PS&E and the relationships that have been established along the way. During this process, the City and the project design firm AECOM have developed good working relationships between each other and with local, regional, and State regulatory agencies including local utility companies. Ghirardelli recognizes that these good working relationships need to be maintained for the duration of the project and beyond.

Working with the City's Project Manager, Thanh will be the project's front-line point of contact for all issues involving the construction contract. Thanh will work closely with the City in the coordination of all major construction activities, traffic plans, public notices, and the coordination and management of any utility work. The planned work activities will impact existing facilities from AT&T, Consolidated Communications, Integra, Level 3 Communications, PG&E gas and electric, XO Communications, and MCI Communications as well as the Union Pacific Railroad (UPRR).

To establish the groundwork for the good communications necessary to coordinate projects such as this, Thanh will coordinate and lead a preconstruction utility meeting with the City, AECOM, and representatives for the utilities impacted by the project. At this meeting, all project participants can introduce themselves and convey any special design or construction related issues or concerns to Thanh and our team. It will also provide our team with the opportunity to begin to develop the strong communications links needed to verify that the effective administration and coordination of the work is performed throughout the construction phase.

## Section 4: Scope of Services

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### Scope of Services

#### 1. Pre-Construction Phase

Our pre-construction services will include a thorough review of the plans, specifications, materials reports, environmental documents and bid package. Special focus will be given to the final PS&E documents for their overall constructability and for any anomalies that could lead to unbalanced bids and disputes over the course of the work. Our approach is based on our key personnel's past Caltrans and General Contracting experience. We will perform a thorough review of the plans, specifications, permits and agreements for:

- Value Engineering
- Plan and Specification Connectivity
- Safety
- Construction Sequencing (Order of Work)
- Project CPM Schedule (Verification of Working Days)
- Stage Construction Continuity
- Means and Methods
- Quantity Verification
- Cost Estimates
- Payment Clauses
- Environmental Permit Compliance
- Coordination w/ Utilities
- Traffic Handling
- Public Outreach
- Project Funding
- SWPPP – Notice of Intent



##### 1.1 Engineer's Meeting

We propose to have our Resident Engineer meet with the City staff and the Engineer of Record to be briefed on the scope of the project, PS&E requirements, anticipated construction schedule, mitigation measures, project objectives, project constraints and project funding.

##### 1.2 Environmental Review

Our Resident Engineer will review all environmental documents and permits to verify that staff is fully familiar with the mitigation and regulatory agency requirements. We will develop a comprehensive schedule of all mitigation and permit requirements. These will be listed on inspection checklists and discussed during weekly status / coordination meetings with the Contractor.

##### 1.3 File Review

As part of the plan review process, the Resident Engineer will review the designer's file on memoranda (RE Pending File) to the Resident Engineer, quantity calculations, permits, right-of-way documents / obligations, utility agreements and other relevant documents that have been generated during the design process.

## Section 4: Scope of Services

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### 1.4 Construction Manuals and Reference Documents

The Resident Engineer and inspection staff will utilize the applicable specifications, manuals and documents in the administration of the project. These documents include and are not limited to: Contract Documents (plans, special provisions, permits, etc.); The Caltrans Local Assistance Procedures Manual (LAPM); Caltrans Construction Manual, Caltrans Standard Plans and Specifications; Manual on Uniform Traffic Control Devices (MUTCD); Cal-OSHA Construction Safety Orders; Caltrans Trenching and Shoring Manual; Caltrans Construction Manual Supplement for Local Assistance Resident Engineers; and Caltrans Storm Water Pollution Prevent Manuals.

### 1.5 Document Existing Site Conditions

Prior to breaking ground, the Resident Engineer using digital equipment will photograph and video the entire project including surrounding properties to develop an “as-is” condition record. This will be done in conjunction with the City, Contractor and local property owners. The complete photographic record will be maintained by the City in safe keeping with a copy retained by the Resident Engineer for reference during the work. The Project Team will also take daily digital photos to document progress.



### 1.6 Pre-Construction Conference

The Resident Engineer will organize a pre-construction conference with the Contractor, subcontractors, City staff, designer, construction management team members and other interested parties to discuss the project and the work involved. This conference will also provide a forum for answering questions from the Contractor and other interested parties as well as addressing issues and coordination that need to be performed before work commences. Our staff will prepare an agenda and meeting minutes.

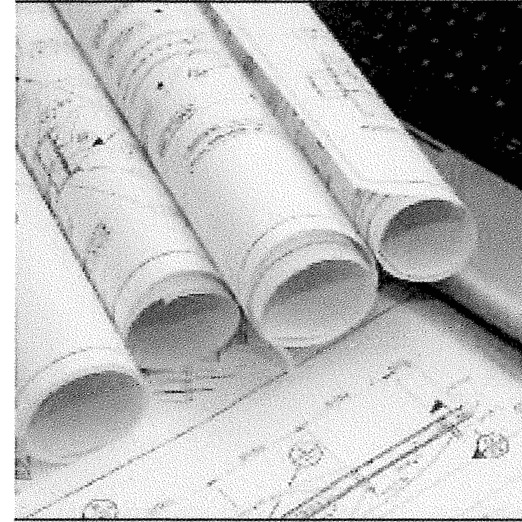
Topics to be discussed during the meeting may include:

- Superintendence
- Authority and Lines of Communication
- Order of Work and Scheduling
- Contract Plans and Specifications
- Environmental Permits
- SWPPP
- Submittals and Working Drawings
- Requests for Information (RFIs)
- Dispute Processes
- Safety
- Traffic Handling
- Labor Compliance
- EEO/DBE Utilization
- Progress Payment
- Control of Materials
- Surveying and Staking
- Project Coordination
- Changes and Extra Work

### 2. Construction Phase

#### 2.1 Field Office

The Resident Engineer will set-up and maintain project files utilizing the Caltrans Construction File Management System and these files (in binders) will be maintained at the office. Project records will also be scanned and filed in the City's Procore Cloud-Based account. Our Field staff is equipped with laptop computers, combination printer/copier/scanner/fax machines, Wi-Fi devices, cellular phones, digital cameras for maximum efficiency in their assignments.



#### 2.2 Coordination

We fully recognize that our field team will report to the City's Project Manager. Our Resident Engineer will be the main point of contact with the City staff and will be responsible for keeping the City staff fully informed of project progress, issues encountered and resolution of those issues to verify completion of the work per the City's requirements. Our Resident Engineer will verify that our construction management team fully covers the work and that the necessary coordination with the City, utility companies, other stakeholders and the Contractor is maintained throughout the construction period.

#### 2.3 Contract Administration

Under the direction of your Resident Engineer, each member of the CM staff will prepare a Daily Report to document each day's activities. In addition to the Daily Reports, our construction inspectors will provide daily quantity calculations for progress payments on each day measurable work is completed. Our Resident Engineer will produce a Daily Resident Engineer's report, summarizing the day's work progress, pertinent conversations with the Contractor or City staff, and other noteworthy occurrences.

##### 2.31 Daily Administration

The Resident Engineer will manage the day-to-day administration of the project. The Resident Engineer, as appropriate, will be the first point of contact with the Contractor, representing the City and the construction management team. The Resident Engineer will:

- Provide written field direction in memorandum form to the Contractor, when necessary.
- Prepare letters to the Contractor giving formal direction and instruction.
- Prepare letters and memorandum to the City, providing informational updates, requesting opinions and assistance, as needed.
- Manage and perform project inspection, as required.
- Coordinate, manage and review materials sampling and testing activities to include plant inspection.
- Verify grades, staking and marks set by the Contractor.
- Coordinate field observation of daily reports recording work performed, labor and equipment, issues and resolutions, conversations, materials sampling and testing, grades / controls checked, item quantities, field measurements and extra work performed.



## Section 4: Scope of Services

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- Verify photographic records of the construction operations and site conditions are secured.
- Review inspectors' daily reports.
- Verify project safety reviews are performed and compliance with laws, orders and regulations.
- Document progress and operations with photographs, including pre-construction photographs.
- Prepare monthly progress pay estimate.
- Review labor compliance documents,
- EEO and DBE interviews, tracking and reports.
- Prepare punch lists, as necessary.
- Review structure concrete mix designs.
- Scheduling for materials testing.
- Coordinating RFIs with City staff and the designer of record.
- Prepare redlines for As Built drawings.
- Prepare Report of Completion documents.

### 2.32 Weekly Administration

At the conclusion of each week's work, a Weekly Statement of Working Days (WSWD) will be submitted to both the Contractor and the client. A weekly "Status of Construction" report will be sent to City staff, summarizing the week's activities, the schedule for the following week, status of change orders, outstanding submittal reviews, the Contractor's controlling activities, and status of the contingency balance.

### 2.33 Monthly Progress Payments

A progress payment estimate will be prepared monthly and will include the quantity and amount to pay, quantity and amount paid to date, and the quantity and amount remaining for each contract item and change order. The estimate will be prepared using the City formatted spreadsheet. We will submit with each progress estimate, source documents justifying the quantities to be paid.

The Resident Engineer and inspection staff will prepare source documents for payment for work performed for each item listed in the Engineer's Estimate. These source documents will include calculations, field measures and counts to document the exact quantity(s) of item work performed each progress pay period, usually each month with a cutoff date agreed to by the City and Contractor. These source documents will be filed in the project records and will be the basis for payment as well as the auditable permanent project records. Before the progress pay estimate is submitted to the City, the Resident Engineer will review and reach agreement on the item quantities to be paid, as well as any payments for material on-hand and not incorporated in the work and any administrative deductions.

A monthly submittal consisting of potential change orders, change orders, notification of potential claims, requests for information (RFIs) and RFI log, shop drawing logs, review of record drawings, survey request log, materials testing request and results log, and minutes of the past months meeting will be provided to the City staff for review.

### 2.34 Scheduling and Schedule Review

We will constantly review the plans and specifications to determine whether the Contractor is constructing the project correctly and in accordance with the intent of the City.

We will "look ahead" to prepare for specific project tasks to protect the City against defects and deficiencies resulting from inferior workmanship and materials. Close adherence to the plans, details and all applicable specifications is required to properly construct and administer the project. Activities include, but are not

## Section 4: Scope of Services

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limited to, maintaining continuous agency coordination, issuing notices of non-compliance, maintaining strict adherence to all local policies, conducting a daily review of the construction operations, conducting reviews of all disputes and potential claims, and adhering to all City and State standards and construction guidelines.

### **2.341 Project Scheduling**

We have prepared a draft Critical Path Method (CPM) progress schedule for the project based on the contract documents and RFP for your review.

The scheduling and monitoring of all project-related activities is paramount to the success of the project. Any additional utility relocations or unforeseen impacts, permitting, submittal and reviews, right-of-way engineering, etc., will be closely monitored so that access and project approval is accommodated properly. Projects cannot afford any delays that would seriously impact the timely completion of the work plan. For instance, utility management items would typically need to be a first order of work, as work materials submittals and long-lead items, followed by staged progression of the planned improvements. It is also strongly recommended that the Contractor and consultant be on board with the City as early as possible, as this will allow time for early submittal review and a project constructability review with the Contractor for consideration in scheduling deliverables. Generally, the RE will review the Contractor's base line schedule with assistance from our staff scheduler.

### **2.342 Schedule Control - Construction Management Responsibilities**

The RE will review the Contractor's schedule. The review and acceptance of the Contractor's progress schedule is for compliance with the requirements of the contract documents only. The CM team review and acceptance does not expressly or impliedly warrant, acknowledge, or admit the reasonableness of the logic, durations, manpower, or equipment loading of the Contractor's progress schedule. Review and acceptance of the Contractor's progress schedule does not denote approval and does not relieve the contractor of any of the Contractor's responsibility for the accuracy or feasibility of the progress schedule, or of the Contractor's ability to meet the interim project milestone dates and the date of final completion.

Time of completion is the essence of the Contract. The work shall be executed to completion in accordance with the specified schedule, subject to adjustment in accordance with the requirements of the contract documents.

### **2.343 Schedule Updates and Monitoring**

The Contract requires the Contractor to submit an updated construction schedule each month. The updated schedules must reflect only the actual completion dates, actual progress, and anticipated future progress.

The CM team will monitor the Contractor's contract schedule performance for the following:

- Planned start dates compared to actual start dates
- Mobilizing manpower and equipment in time to start the work
- Criticality of the work based on early/late start dates
- Comparing daily progress against planned duration
- Manpower assigned compared to manpower scheduled
- Beginning of work out of sequence
- Starting a work activity without a logical reason
- Stopping a work activity before it is complete
- Status of submittal review process
- Cash flow curves, if needed
- Resource loading diagrams, if needed

## Section 4: Scope of Services

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Differences between the CM team and the contractor over schedule performance will be resolved promptly or referred to discussion with the City PM for early resolution.

Copies of the status report and construction schedule update are forwarded by the RE to the CM team and the City PM. Any comments or disagreements with the Contractor's monthly progress status report shall be

directed to the Contractor by the RE. If the Contractor's progress falls behind the schedule, the Contractor shall submit for approval their plan to recover.

### 2.35 Punch Lists

As work in each stage of construction nears completion, a punch list for that item of work will be generated with input from City staff. As the project nears completion, a final punch list inclusive of all work previously identified on punch lists, will be submitted to the contractor. The status of each punch list item will be noted as to when work began and was completed, and any changes associated with that item.

Upon completion of work, we will submit a Completion Report to City staff, including a complete set of shop drawings with review comments, completed final punch list, and Record Drawings (As Built) separate from the Contractor's set.

To verify quality of administration, our Project Manager will conduct regular reviews of the project site and records, and report any concerns to the Resident Engineer.

### 2.4 Construction Status / Coordination Meetings

The Resident Engineer will hold weekly meetings with the Contractor, City staff and other interested parties. The Resident Engineer will prepare and distribute weekly project meeting agendas and minutes to attendees, City staff, and designer. The topics covered at the meeting may include:

- Three-week look-ahead schedule.
- Overview of schedule performance.
- RFI / RFC status.
- Submittal status, including the status of repeat submittals.
- Change order / extra work status.
- Review of unresolved issues (old business).
- Review of current issues (new business).
- Review of safety issues.
- Control of materials – releases, certificates of compliance and test results.
- Scheduling of materials testing and construction surveys.

### 2.41 Safety Meetings

Safety Meetings (tailgate) will be scheduled every 10 working days for the CM staff. Regular attendees will be the Resident Engineer, inspector(s) and other interested parties. The purpose of the meeting is to discuss safety aspects with regards to currently project operations and site conditions as well as public and personal safety and any concerns. Whenever possible, the Resident Engineer and inspection staff are encouraged to attend the Contractor's safety meetings.

### 2.42 Pre-Activity Meetings

As determined by the Resident Engineer or stipulated in the Contract Documents, pre-activity meetings may be conducted to discuss submittals, detailed planning and coordination, scheduling, traffic controls, SWPPP,

## Section 4: Scope of Services

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public notifications, staffing and resources such as materials and equipment required for an important or tasks/complex operations. Examples of such tasks/operations for which pre-activity meeting maybe conducted are:

- Jack and Bore operations
- Change in temporary traffic control
- Transitions to subsequent stage construction operations
- Construction of engineered shoring systems
- HMA paving operations

### 2.5 Contractor Requests for Information

As the work progress, the Contractor may submit requests for information (RFI) or clarification (RFC). These requests will be forwarded to the appropriate party(s) for review and the response provided to the Contractor in a timely manner. Document control logs will be utilized to document and monitor the request until completed.

#### 2.51 Project Submittals / Requests for Information

All project submittals will be logged into the Resident Engineer's office. One set of the submittal will be retained in the Project Files for record keeping. One set will be sent to the design engineer for review and mark-up. Others will be sent to the appropriate personnel as required and the City, with a statement identifying when the submittal should be returned to the Resident Engineer's office. Tracking of submittals will be part of the progress meetings and will be tracked by our staff. If the reviewers are unable to carry out their analysis within the specified time frames, the Resident Engineer will call for a special meeting with all parties involved and determine a solution.

The Resident Engineer will carefully monitor all Requests for Information (RFI), then review, distribute and track progress. Although this is a routine function of any construction project, the key to success is prompt review and timely response so that the owner's interest in cost and schedule are kept in consideration. By our close monitoring of and coordinating the follow-up of all RFIs, we will help to prevent potential delays and/or changes to the project schedule or scope. Document logs will be maintained for correspondence, submittals / shop drawings, RFIs, RFCs, change orders and disputes and potential claims.

#### 2.52 Shop Drawings

We will review all shop drawings. We will analyze the drawings and make recommendations on whether they conform to the intent of the contract documents. Copies will be forwarded to the appropriate reviewers, such as the Engineer of Record and City Project Manager. After all comments are received, we will then return the drawings back to the Contractor with the appropriate response or action. A submittal log will be maintained for each document to monitor the review process and verify timely review and approval and to also verify the documents is approved within its specified timeframe.

#### 2.53 Materials Sampling, Testing and Plant Inspection

The Resident Engineer will coordinate all necessary quality assurance materials testing and inspection for the project, including provisional material sampling / testing services that comply with the City of West Sacramento's QAP, Caltrans standards, and the Contract Provisions. It is our understanding that City staff will provide the necessary sampling, testing and plant inspection services for the project.

#### 2.54 Material Test Data and Certificates of Compliance

The Resident Engineer will review all Contractor-provided manufacturers' shop or mill test certificates, including test reports from independent materials testing laboratories to verify compliance with the Contract specifications. Certificate of compliance will be obtained for all materials for which the specifications require their submittal as well as for the basis of acceptance of materials which are to be inspected and released at the

## Section 4: Scope of Services

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project site. Examples of materials which are accepted based on certificates of compliance and inspected and released at the project site are:

- Rebar
- Drainage and Sewer pipe (metal, concrete, plastic, etc.)
- Mineral admixtures for concrete
- Chemical admixtures for concrete

### **2.55 Construction Surveying and Staking**

Our team will perform grade checks of the Contractor's lines, grades, survey control points, and cross sections for pay quantities. Our field staff will have access to precision and laser level instruments at the project site.

### **2.56 Construction Inspection**

Close adherence to the plans, details and all applicable specifications is required to properly construct and administer the project. Activities include, but are not limited to, maintaining continuous agency and utility coordination, issuing notices of non-compliance, maintaining strict adherence to all local policies, conducting a daily review of the construction operations, and adhering to all applicable contract specifications and standards to include City, Caltrans and Federal.

Our field staff will prepare electronic daily reports which will document weather, shift duration, personnel on the project, equipment used, tracking of force account activities (including accurate recording of labor, equipment and materials used), phone conversations, field instructions and discussions and any other daily occurrences pertinent to the scope, schedule, budget, quality and safety related issues. The Resident Engineer will then review these issues and verify progress toward resolution or corrective action(s).

Our inspection staff will provide SWPPP monitoring in compliance with the contract documents. The Resident Engineer and/or Inspection staff will monitor all daily activity for any impacts, non-compliance and/ or enforcement of the project specifications and/or imposed BMPs to effectively minimize any impacts before they happen.

#### **2.561 Traffic Control**

The Resident Engineer will review and make recommendations regarding all traffic control proposals and inspect the Contractor's traffic control to verify compliance with specifications, City standards as well as the Manual on Uniform Traffic Control Devices (MUTCD). The Contractor will be required to submit a project specific traffic control plan for approval before the start of work.

#### **2.562 Safety**

Our Resident Engineer and inspection staff will conduct and document project safety meetings in accordance with project requirements. They will report all accidents, including property damage, and notify proper authorities. They will document all incidents with digital photographs and written reports and enforce Federal and State (Cal OSHA) regulations for occupational safety and health standards for construction activities. The Resident Engineer will review the project plans and develop a list of potential project safety issues. A project-specific code of safe practices will be developed for all team members and visitors to the project site to review and sign. Examples are:

- General Policy, Personal Protective Equipment (PPE) - appropriate footwear, hard hat, reflective safety vest / garment (ANSI Class 2 or 3), eye protection, and hearing protection.
- Fall Protection
- Confined Spaces
- Public Traffic
- Construction Equipment

## Section 4: Scope of Services

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The Resident Engineer will review and inspect the Contractor's trench excavation and shoring in accordance with Cal-OSHA requirements. We will verify that prior to accepting portions of the work as relief of maintenance, our staff will review the work and make recommendations to the City with regards to our findings. Internally, the Resident Engineer will walk the project daily, monitoring for safety issues. In addition, our inspection staff will review their portion of the work every day.

### 2.57 Environmental and Permits

The Resident Engineer and inspection staff will thoroughly review the environmental permits for the project and become fully familiar with environmentally sensitive areas (ESAs), required mitigation, protected species, etc. During construction operations, our staff will monitor the Contractor's compliance with the environmental provisions of the Contract.

#### 2.571 Storm Water Pollution Prevention Plans (SWPPP)

Our Resident Engineer and support staff have received training on the most recent NPDES General Permit issued by the California State Water Resources Control Board. Our staff will verify that the Contractor complies with the provisions of the approved SWPPP to include installation of BMPs, inspections, preparation and execution of rain event action plans (REAPs), monitoring and storm water testing and reporting as required by the general permit. As necessary, our staff will perform inspection of the construction BMPs and records. The Resident Engineer will forward inspection reports and test data, to City staff for processing with the State Water Board's Storm Water Multi-Application and Report Tracking System (SMARTS) as required for permit compliance.



Our subconsultant, Tully Consulting Group, will provide the following tasks for SWPPP Compliance:

- Prepare Notice of Intent (NOI).
  - ✓ Prepare NOI via State SMARTs website.
  - ✓ Exclusions: NOI fee
- Prepare Notice of Termination (NOT).
  - ✓ Prepare NOT at completion of project via State SMARTs website.
- Rain Event Action Plans (REAPs).
  - ✓ Prepare REAPs prior to a rain event with 50% or more chance of occurrence; prepared by a Qualified SWPPP Developer (QSD) or Qualified SWPPP Practitioner (QSP).
  - ✓ Exclusions; this contract item can only be provided if we are selected to also perform Stormwater inspection services. This does not include a pre-storm inspection which would be covered under other bid items.
- Storm Water Annual Report
  - ✓ Prepare Stormwater Annual Report in accordance with SWRCB requirements. This service can only be provided if we also prepare the SWPPP or provide stormwater inspection.
- Provide Weekly Stormwater Inspection and Qualified SWPPP Practitioner
  - ✓ Provide Stormwater Inspector with Qualified SWPPP Practitioner (QSP) certification.
  - ✓ Provide inspection 1 day per week of stormwater Best Management Practices (BMP's) and oversee BMP implementation; inspections will be done or overseen by a QSP.

## Section 4: Scope of Services

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- ✓ Provide quarterly non-stormwater monitoring inspection.
- ✓ Check NOAA weather forecast daily.
- ✓ Provide stormwater inspection reports once a week.
- ✓ Prepare SWPPP Amendments as needed.
- ✓ Provide initial SWPPP training to contractor's staff and subcontractors at beginning of job.
- ✓ Exclusions; Does not include any onsite sampling or lab testing if there is an event that triggers non-stormwater, non-visible pollutant or other testing. Assumes contractor's staff can provide the daily, pre-storm, during storm and post-storm visual BMP rain event inspection to reduce costs unless otherwise contracted for (See Item below for rain event inspection).
- Provide Stormwater Inspector for Pre-Storm, During Storm/Sampling or Post Storm Inspection
  - ✓ Provide Pre-storm inspection; before a forecasted storm event which is defined as one with a 50% chance or more of occurrence.
  - ✓ Provide During storm inspection and sampling. This is required every 24 hours during extended storm events, but only for qualifying rain events. The "during storm" inspection will include sampling if runoff is observed; provide 3 minimum samples per day of the pH and turbidity in stormwater runoff. Sampling not required after hours or on weekends/holidays.
  - ✓ Provide Post storm inspection; after a qualifying rain event. A qualifying rain event is one that produces ½" or more of rain with a 48 hour or greater period between rain events.

### 2.6 Change Orders

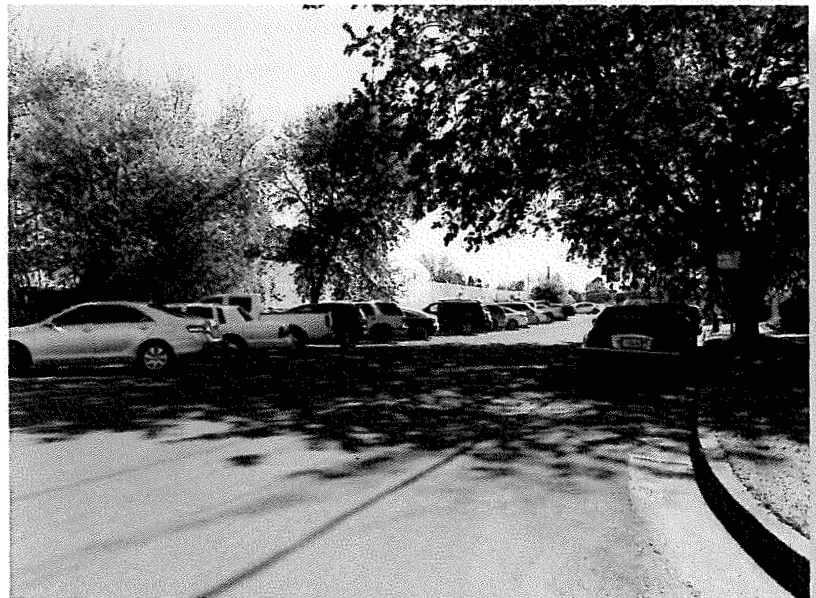
The Resident Engineer will prepare Change Orders, as necessary. Change Orders will be prepared in accordance with the Caltrans Construction Manual, Caltrans Local Assistance Procedures Manual and the City's Project Manger's instructions. Change Order approval or Authority to Proceed will be secured from the City before any work of the change is performed.

#### 2.61 Project Budget / Contingency Balance

The Resident Engineer will maintain a contingency balance status, which will include change order commitments, actual and anticipated overrun and under run in contract items quantities, and permanent administrative deductions stipulated in the contract documents. A copy of this status sheet will be included with the monthly Ghirardelli progress narrative and invoice. The City's Project Manager will be notified immediately should a status of funds issue arise.

#### 2.62 CM Progress Reports and Budget

The Project Manager will prepare a progress report to document the CM activities performed during the month, anticipated activities for the following month, and CM budget status with expenditure projections for following months. This report will be submitted with our invoice and labor compliance documentation.



## Section 4: Scope of Services

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### 2.7 Technical Tasks

Our Resident Engineer is prepared to check and perform independent analysis of certain engineering submittal associated with the structures construction as well as inspect and direct the efforts of the field staff with their inspection efforts. Our staff is prepared to check grades for the various operations associated with the roadway construction and placement of rock slope protection (RSP).

#### 2.71 Shoring Systems

The Resident Engineer will review, approve and inspect excavation shoring systems, including engineered systems, in accordance with the Caltrans Trenching and Shoring Manual and CalOSHA Construction Safety Orders.

#### 2.72 Concrete Mix Designs

The Resident Engineer / Structure's Representative and field staff will verify that concrete delivered for the various components of the project meet the requirements of the approved mix design(s). The constituent weights and volumes published on the batch tickets will be checked to verify compliance with the mix design. Any member of our staff can check the Contractor's concrete mix design for compliance with Section 90 of the Standard Specifications.

### 2.8 Dispute Resolution and Claims Management

Disputes and potential claims are normally prevented through a partnering and a transparent relationship with the Contractor – good communication, no surprises and fairness. Constant communication between the Resident Engineer and the Contractor's representatives can help to prevent the further risk of claims and greatly minimize the owner's risk. Such issues are best handled quickly and at the lowest level, normally in the field, when the provisions of the Contract allow for such resolution. Should disputes or potential claims arise during the life of the Contract, our Resident Engineer will verify that the circumstances pertaining to the issue(s) is documented in writing. The RE will discuss the issue(s) with the City Project Manager; perform the necessary investigation to determine merit and entitlement then present recommendations to the City. Our staff will verify the administrative processes for dispute resolution and potential claims are adhered to and the appropriate documentation prepared, collected and filed in preparation for further claims processes or litigation.

## 3. Post Construction

### 3.1 Claims Management

Before the return of a proposed final estimate (PFE), most issues, which could become formal claims, should already be identified with documentation in the files generated from previous investigations, meetings and dispute hearings. Once a claim(s) is returned with the PFE, The Resident Engineer will compare the new documentation, if any, to the files then perform the necessary analysis / investigation to formulate recommendations for resolution to the City. Claims which are administrative in nature, such as disputed item or extra work payments, will be immediately reviewed and investigated to determine merit and entitlement to provide for a rapid resolution, if possible. New issues that have resulted in claims, such as accumulated delay, change in character, liquidated damages, etc., will reviewed and investigated to formulate recommendations for resolution to the City.

### 3.2 Project Closeout

Our project team will work closely with the design engineer, City staff and other stake holders to verify that the project closeout proceedings are performed quickly, accurately and consistently, in accordance with



## Section 4: Scope of Services

all pertinent policies and procedures. We will review and monitor the Contractor’s submittal information respective to the closeout, such as “as-built” information, warranties, guarantees, bond reduction, punch list preparation, etc.

### 3.3 As-Built Plans

During the construction, the Resident Engineer and inspection staff will annotate changes and as built conditions on a set of Contract Plans specifically set aside for this purpose. Upon project completion, this field set of as built plans will be submitted to the City for their files or as a template for the Designer to complete a formal set of as-built drawings using their electronic processes.

### 3.4 Reports of Completion

The Resident Engineer and Project Manager will prepare reports of completion utilizing the report formats and guidelines in the Caltrans Construction Manual.

### 3.5 Contract Records

Under the direction of the Resident Engineer, our field staff will provide the City staff with an original set of construction documents, cataloged in accordance with the Caltrans file management system, which includes all documented correspondence, diaries, reports, photos, correspondence, contract documents, labor compliance, materials, material tests, change orders, progress payment and survey records, etc. for storage by the City.

## Level of Effort by Phase

The following table outlines our anticipated level of effort through three construction phases and their specific subtasks by key staff. All of our candidates named below are available to complete this project through its duration.

	Chuck Dory, P.E., QSD	Thanh Dickerson, P.E., QSD	Jay Ryan, CESSWI, QSP	Gina Prchlik P.E., QSD	Gina Prchlik P.E., QSD	Tully Group	Total
	PROJECT MANAGER	RESIDENT ENGINEER	CONSTRUCTION INSPECTOR	LABOR COMPLIANCE	SCHEDULER/ OFFICE ENGINEER	SWPPP	
TASK 1 - Pre-Construction	as needed*	160	40	0	24	as needed	224
TASK 2 - Construction Phase	as needed*	2720	2560	136	272	as needed	5688
TASK 3 - Post Construction	as needed*	120	80	0	60	as needed	260
Total	0	3000	2680	136	356	0	6172

\* Ghirardelli Associates does not charge for our Project Manager to administer the contract.

# Section 4: Scope of Services

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## List of Deliverables by Phase

### 1.0 Pre-Construction

- Constructability review comments
- Meeting minutes for kick-off meeting with project engineer
- Photographic and video documentation of existing conditions at project site
- Bid comparison of all submitted bids
- Pre-construction meeting agenda and minutes
- Miscellaneous meeting minutes
- Independent preliminary construction schedule
- Construction management plan

### 2.0 Construction

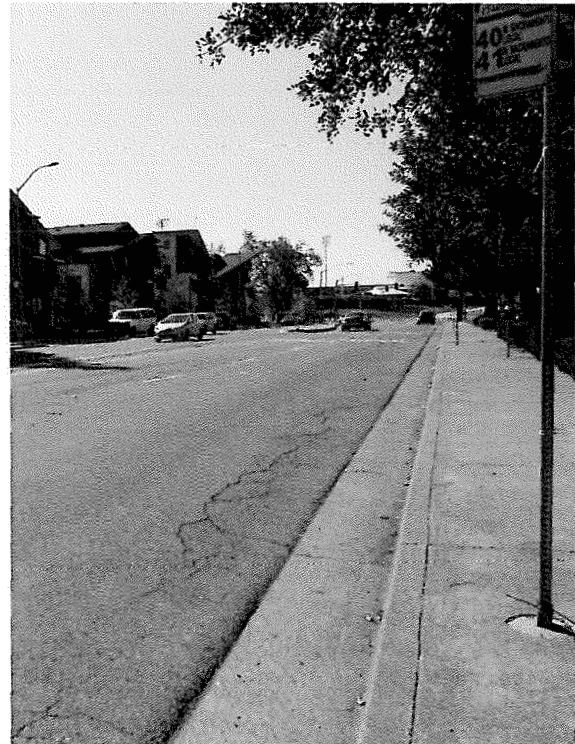
- Establish contract filing system
- Daily Reports
- Quantity calculations (source documents) to support progress payments
- Construction photographs
- Meeting minutes for:
  - ✓ Weekly progress meeting
  - ✓ Schedule review meetings
- Schedule review analysis for baseline and monthly updates
- Time impact evaluations for change order work
- Monthly progress reports
- Weekly statement of working days
- Change order packages
- Submittal logs
- RFI Logs
- Change order logs
- Letters and Memorandum
- Progress payment packages
  - ✓ Labor compliance reviews of Contractor's certified payroll
  - ✓ Labor compliance interviews
- Claim reports

### (CONSTRUCTION, CON'T)

- Submittal review comments
- Safety meeting minutes
- Tracking logs for non-conforming work
- Records of quality assurance tests
- SWPPP inspection reports, REAPS, NOI, NOT, Annual Report

### 3.0 Post-Construction

- Punchlists
- As-built drawings
- Proposed final estimate (PFE)
- Claim reports
- Final estimate
- Final acceptance report after completion of punchlist
- Report of completion
- Turn over project records to the City of West Sacramento



## Section 4: Scope of Services

### Constructability Review Comments

Ghirardelli Associates, Inc. performed a preliminary constructability review based on existing plans and specifications for the Washington District Sustainable Community Infrastructure Project. This was a coordinated effort led by our Resident Engineer, Thanh Dickerson, P.E., QSD, and supported by Gina Prchlik, P.E., QSD, Scheduler and Labor Compliance Engineer, and Jay Ryan, CWI, QSP, Construction Inspector.

CONSTRUCTABILITY/BIDABILITY REVIEW COMMENTS AND RESPONSE							Date: 3/31/17
Submittal: City of West Sacramento - Washington District Sustainable Community Infrastructure Project							
AGCY	INIT	Item No.	Drawing or Page No.	Review Comments	Design Resp.	Rev. Act.	Final Disp.
CODE: A-Will Comply; B-Consultant to Evaluate; C-Will Not Incorporate; D-City to Evaluate							
GAI	GP	1	Construction Contract, Section 6 (Page 2)	Liquidated Damages amount is blank			
GAI	TD	2	Amendment to GC - Section 5.03 (Page 2)	This specification does not require the contractor to employ a registered surveyor or have their survey work done under the supervision of a surveyor/or verified by him. Suggest adding this requirement.			
GAI	JR	3	Amendment to GC - Section 7.12 (Page 4)	No mention of Hours for Lane Closure restrictions; Standard work hours are mentioned, but some cities limit hours or timeframe for lane closure			
GAI	GP	4	Amendment to GC - Section 7.12 Part H (Page 5)	Section H.1. states traffic control plan must be approved at least two working days prior to start of work. Section "Submittal" states traffic control plan must be approved one week prior to the commencement of work.			
GAI	TD	5	Amendment to GC- Section 7.30 Lead (Page 9) Bid Item 32/33 - Roadway excavation	There is lead in the project, Section 7.30 talks about the material on site is not hazardous, and that it does not require disposal at permitted landfill or solid waste disposal facility. Many landfills still require the material to be tested prior to them accepting the materials. Clarify if this testing falls on the Contractor.			

## Section 4: Scope of Services

CONSTRUCTABILITY/BIDABILITY REVIEW COMMENTS AND RESPONSE							
Submittal: City of West Sacramento - Washington District Sustainable Community Infrastructure Project						Date: 3/31/17	
CODE: A-Will Comply; B-Consultant to Evaluate; C-Will Not Incorporate; D-City to Evaluate							
AGCY	INIT	Item No.	Drawing or Page No.	Review Comments	Design Resp.	Rev. Act.	Final Disp.
GAI	JR	6	Special Provisions Section 5.11 Tests - Control of Work (page 39)	It says Contractor shall perform all testing but does not ask for a QC Plan submittal prior to NTP			
GAI	GP	7	Special Provisions	Multiple references to Federal Aid Project. Clarify if project is using Federal Funding. If so, provide number of Trainees required.			
GAI	JR	8	Special Provisions - Section 8.01 (Page 92)	Does not ask Contractor to include a Baseline Schedule prior to NTP. Add language for a CPM schedule.			
GAI	GP	9	Special Provisions - Section 8.04 (Page 93)	Add language for Time Impact Analysis (TIA) submittal and requirements			
GAI	GP	11	Special Provisions - Section 8.04g (Page 95)	Section is blank for reference to anticipated non-workable days			
GAI	GP	12	Special Provisions - Section 16.08B (Page 31) vs. Bid Item List	Section states plant establishment is 180 days and BI 43 states 90 days.			
GAI	GP	13	Special Provisions - Section 16.08	Clarify if plant establishment days included or excluded from the 360-working-day requirement for contract			

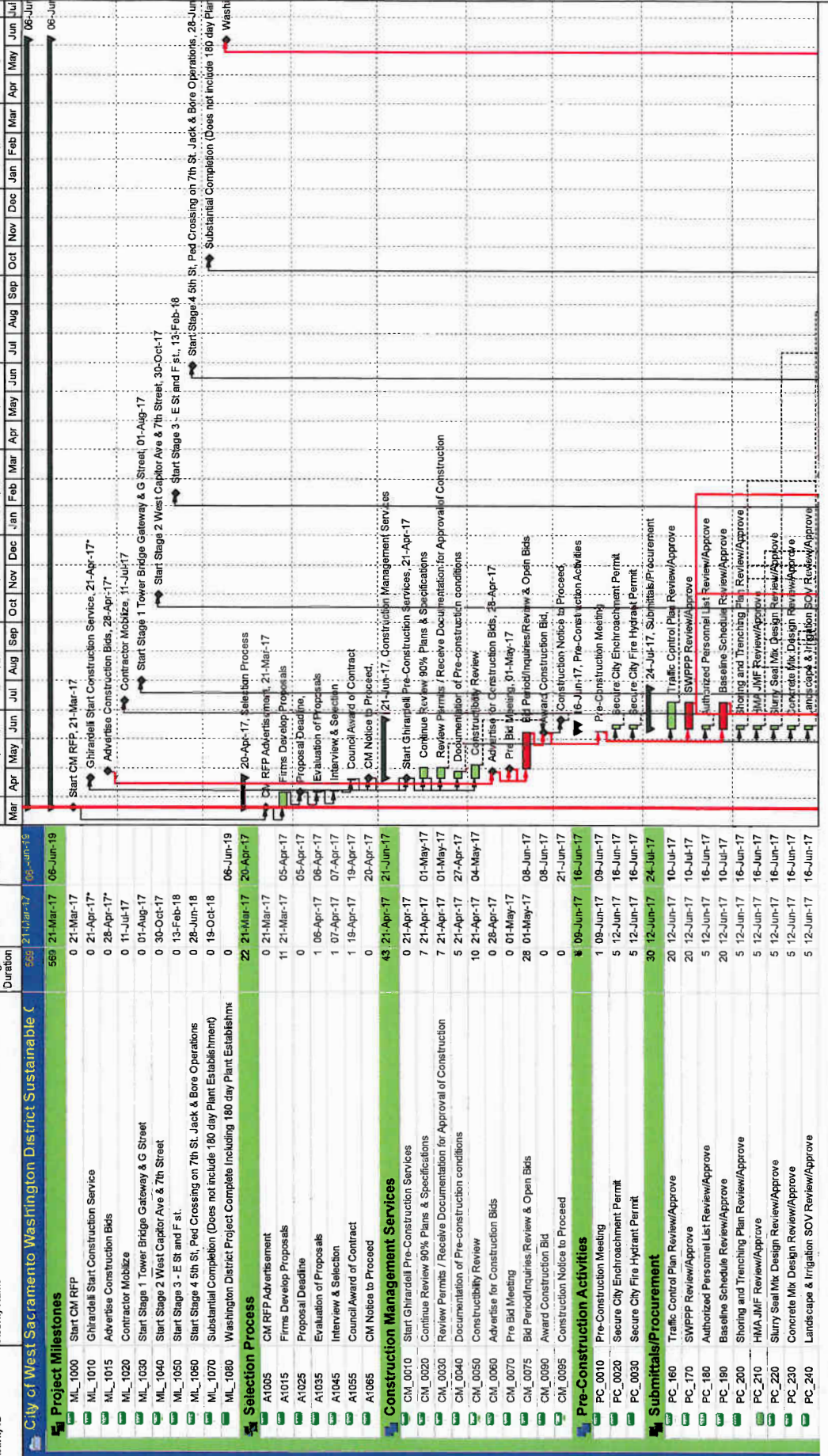
## Section 4: Scope of Services

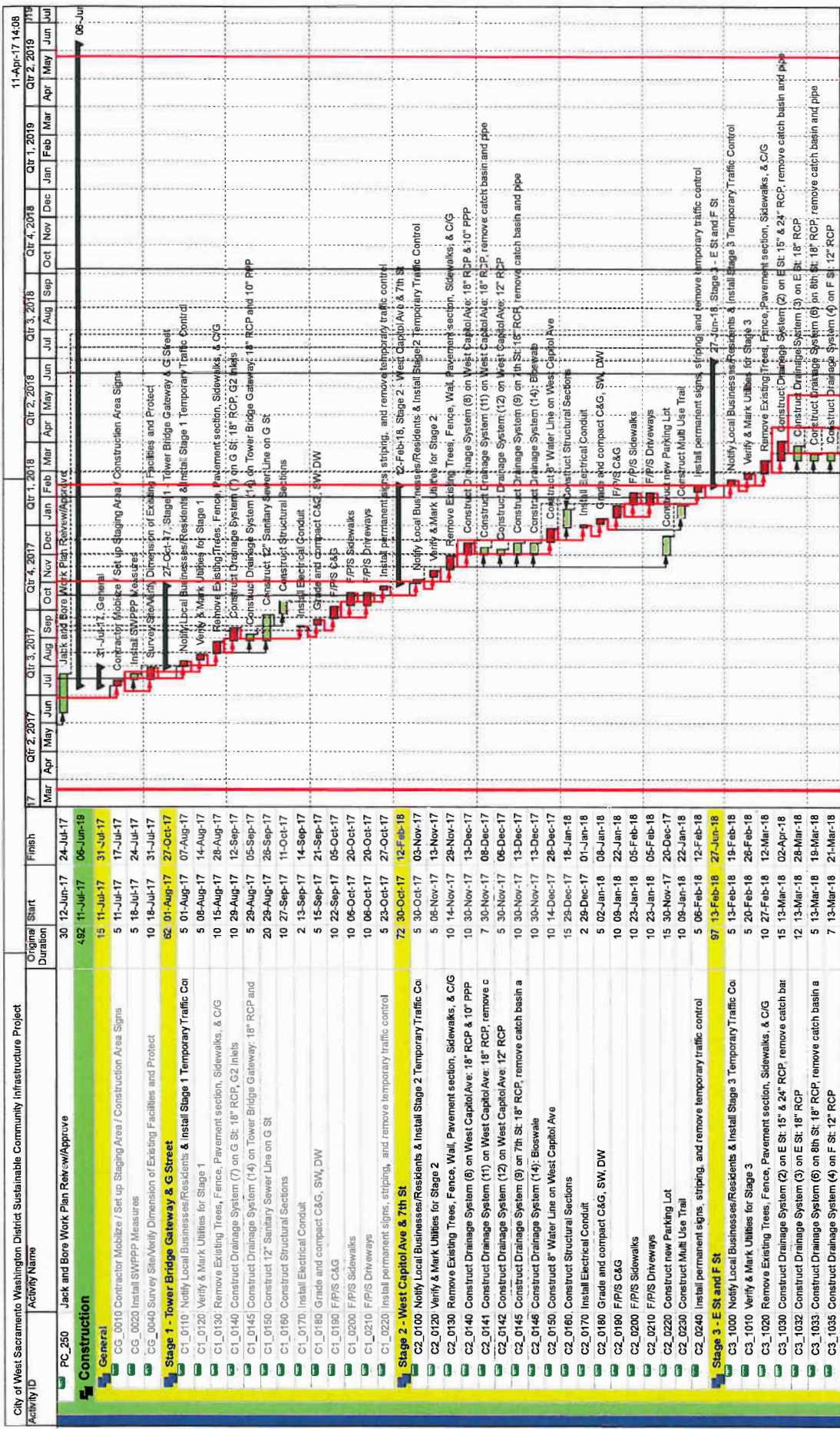
CONSTRUCTABILITY/BIDABILITY REVIEW COMMENTS AND RESPONSE							
Submittal: City of West Sacramento - Washington District Sustainable Community Infrastructure Project						Date: 3/31/17	
CODE: A-Will Comply; B-Consultant to Evaluate; C-Will Not Incorporate; D-City to Evaluate							
AGCY	INIT	Item No.	Drawing or Page No.	Review Comments	Design Resp.	Rev. Act.	Final Disp.
GAI	GP	14	Special Provisions – General Comment	Add submittal requirement for breakdown of Lump Sum items			
GAI	GP	15	Special Provisions – General Comment	Add specification section for Jack and Bore requirements, and restrictions, working drawing submittal, testing, etc.			
GAI	GP	16	Special Provision – General Comment	Add specification section for coordination and work around UPRR requirements, ROE provisions, flagman requirements, submittal review times, etc.			
GAI	GP	17	Special Provisions – General Comment	Add specification section on staging including milestones, restrictions, detailing if there can be concurrent stages, maximum no. of lane closures, lane closure duration restrictions, etc.			
GAI	DB	18	Bid Item 27 Removing sidewalk	We're removing over 18,000SF of sidewalk. There's a good chance that there are utility boxes inside this sidewalk area. Clarify who pays for adjusting/relocating these boxes?			
GAI	TD	19	Bid Item 31 – Removing Tree	In some jurisdiction, prior to removing trees, especially over certain size, notices have to be posted to alert the public of this tree removal work. Clarify if West Sacramento has this requirement.			
GAI	TD	20	WS-2	Note 33 requires the Contractor to notify the City's Utility Maintenance Division of any construction activity to the sewer system 5 days prior to the service interruption. Does this assume the City will notify the affected residents/businesses prior to the sewer work and not the Contractor? Recommend a notice of the upcoming work about 2 -3 weeks prior and then the second notice when the work schedule is more definite.			

## Section 4: Scope of Services

CONSTRUCTABILITY/BIDABILITY REVIEW COMMENTS AND RESPONSE						
Submittal: City of West Sacramento - Washington District Sustainable Community Infrastructure Project						Date: 3/31/17
CODE: A-Will Comply; B-Consultant to Evaluate; C-Will Not Incorporate; D-City to Evaluate						
AGCY	INIT	Item No.	Drawing or Page No.	Review Comments	Design Resp.	Rev. Act.
GAI	JR	21	Plans Dwg. WS-7, Note 6	Note States to replace lateral lines but does not specify limits – up to residents/business or stop at ROW?		
GAI	GP	22	Plan Dwg, SC-1	Stage Construction overview does not cover all locations of the project all required work including drainage systems, sewer and water, and lighting work		
GAI	GP	23	Stage 3 & 4 Construction	Stage 3 & 4 Construction sheets are not included		

- - End of Constructability Review - -





City of West Sacramento Washington District Sustainable Community Infrastructure Project

Activity ID: PC\_250 Jack and Bore Work Plan Review/Approve

Activity Name: Construction General

Original Duration: 30

Start: 12-Jun-17

Finish: 24-Jul-17

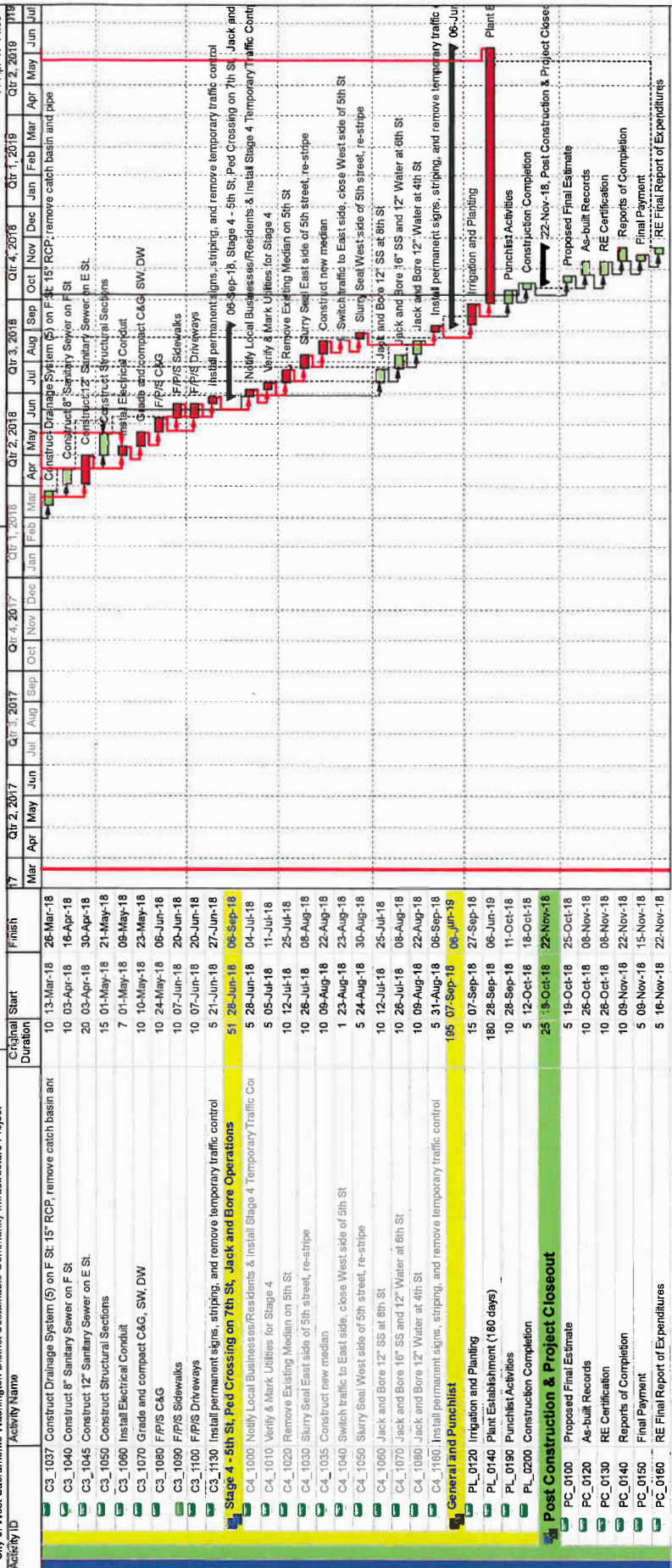
Legend:

- Actual Level of Effort (Green)
- Actual Work (Blue)
- Milestone (Diamond)
- Remaining Work (Green)
- Critical Remaining Work (Red)

Page 2 of 3

Ghirardelli ASSOCIATES





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Qtr 1, 2223 | Qtr 2, 2223 | Qtr 3, 2223

**Ghirardelli Associates - Projected Manhour Staffing Plan  
Washington District Sustainable Community Infrastructure Project**

PERSONNEL	ACTIVITY	Construction (360 WDs Approx 17 mo.)												Post-Construction		Estimated Costs Rate/Hr.	Cost							
		Pre-Construction May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun			Jul	Aug	Sep	Oct	Nov	Dec	Totals
Project Manager/SWPPP Chuck Dory P.E./QSD	Project Management Staffing Quality Assurance & Budget Control																					0	\$180.00	\$0.00
Resident Engineer (RE) Tharsh Dickerson P.E./QSD	Project Management Project Coordination Construction Inspection & Reporting Construction Administration & Management Contract Change Order Processing Claims Management (As Required) Final Report/Project Close-out	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	60	3000	\$175.00	\$525,000.00
Construction Inspector Jay Ryan, QSP	Project Inspection Perform Preconstruction and Construction Photos Perform Inspection & Daily Reports Measurement of Field Quantities Generation of Monthly Pay Quantities	80	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	160	40	2660	\$150.00	\$402,000.00	
OEScheduling Gina Puzlik P.E./QSD	Project Management and Administration Setup and Maintain Project Files CPM Schedule Review	24	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	15	30	356	\$150.00	\$53,400.00	
Labor Compliance Gina Puzlik P.E./QSD	Project Management and Administration Labor Compliance and Certified Payrolls		8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	136	\$150.00	\$20,400.00	
SWPPP Compliance Tully Consulting Group	NOI, NOT, Annual Report REAP inspections, pre and post rain event Weekly Inspections Storm Event inspection and sampling																							\$28,225.00
<b>GRAND TOTALS:</b>		<b>264</b>	<b>344</b>	<b>344</b>	<b>344</b>	<b>344</b>	<b>344</b>	<b>344</b>	<b>344</b>	<b>344</b>	<b>344</b>	<b>344</b>	<b>344</b>	<b>344</b>	<b>344</b>	<b>344</b>	<b>344</b>	<b>344</b>	<b>184</b>	<b>130</b>	<b>6172</b>			<b>\$1,029,025.00</b>

1. Hourly rates include vehicle, mobile phone, laptop, and camera.  
2. Any extensive reproduction or delivery service charges shall be billed at actual.  
3. Rates as noted above. Annual rate escalation is 4%.  
4. Construction inspection activities are subject to prevailing wage requirements.  
5. Construction inspection activities are subject to prevailing wage requirements.  
6. Ghirardelli Associates does not charge for our Project Manager to administer the contract.

MEETING DATE: April 19, 2017

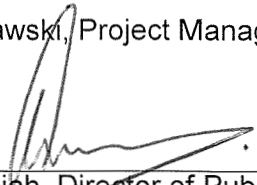
ITEM # 15

**SUBJECT:****CONSIDERATION AND APPROVAL OF THE PRE-QUALIFIED LIST FOR ON-CALL PROFESSIONAL LANDSCAPE ARCHITECTURE SERVICES****INITIATED OR REQUESTED BY:**

Council     Staff  
 Other

**REPORT COORDINATED OR PREPARED BY:**

Chris Surawski, Project Manager II

  
 Deniz Anbiyah, Director of Public Works

**ATTACHMENT**     Yes     No     Information     Direction     Action

**OBJECTIVE**

The objectives of this agenda item are to (1) gain the concurrence of the City Council on the proposed list of landscape architecture firms to provide on-call professional services, and (2) authorize staff to solicit bids for landscape architecture services from firms in the on-call list as needed to construct parks and other landscape improvement projects within the 2017-2022 Capital Improvement Program.

**RECOMMENDED ACTION**

Staff respectfully recommends that the City Council:

1. Consider and approve the proposed list of landscape architecture firms that are pre-qualified to provide professional services to the City on call through 2022, replacing the previously approved on-call list;
2. Authorize staff to prepare scopes of work and solicit bids from pre-qualified firms for the design of parks and other landscape improvement projects within the 2017-2022 Capital Improvement Program.

**BACKGROUND**

The current practice of the City of West Sacramento is to obtain professional landscape architecture services from the private sector to design and prepare construction documents for park and other landscaping capital improvements. Partnering with private-sector landscape architects gives the City access to industry talent that is optimally matched to particular project types and situations. Outsourcing design services also maximizes the City's options for allocating staff resources. To expedite the delivery of high-quality, cost-effective and competitively priced landscape architecture services, the technical and operational qualifications of prospective providers are periodically evaluated, independent of project-specific recruitments. Pre-qualifying a short list of firms substantially reduces the time and cost of project-specific contract development for both the City and private partners.

The City Council approved the current list of pre-qualified landscape architecture firms in 2008 with the City's sole discretion to extend the duration of the on-call landscape architects through 2016. Each of the firms in the list were retained at different times since the list was authorized, leading to construction of parks and street landscaping, as well as support for grant applications, general design guidance, and peer reviews of landscaping designs prepared for private development projects. In the past eight years, the City's partnerships with these firms have resulted in highly successful projects at an increasing pace of delivery. These successes, combined with trends in project delivery and the regional economy, strongly indicate that the City's practice of outsourcing landscape architecture work to pre-qualified firms will continue to serve the City very well in the years ahead.

**ANALYSIS**

The Public Works and Community Development Department issued a formal Request for Qualifications (RFQ) on January 12, 2017. The RFQ was published on the City's website. Notice of the RFQ was distributed through several channels, including local print media, direct correspondence to firms with known interest, and the local landscape architecture professional association. A public pre-bid information session was held at City Hall on January 26, 2017. One written addendum was distributed in response to queries received from interested parties. The City received nineteen submittals in response to the RFQ. One of the submittals was disqualified due to substantive non-compliance with RFQ requirements, the Statements of

Qualifications were generally strong, well composed, attractively presented, and highly competitive.

The process used to create the proposed on-call list consisted of two rounds: (1) evaluation of submittals and selection of finalist candidates and live interviews of finalists and selection of firms best-qualified and best-suited to serve the City's needs. The staff review panel included the Parks and Recreation Business Manager, Public Works Project Manager, a Junior Planner, and the Park Superintendent. The first round used the submittal specifications and evaluation criteria contained in the RFQ to select the 13 finalist firms. Live interviews were held at City Hall on March 20<sup>th</sup>, 22<sup>nd</sup>, and 23<sup>rd</sup>. All of the finalist firms possessed very high technical qualifications and experience directly relevant to applications within the City. Interviews consisted of a presentation by finalists, followed by a question and answer session. Several criteria were used to evaluate finalists, including presentation content and strength, team cohesion, communication and analytical skills, approach to design and public participation, completeness and strength of responses to questions, and compatibility of work culture and styles with City expectations and requirements. The following six firms presented the combinations of qualifications, professional and personal characteristics that are best suited to design partnerships with the City:

- Gates & Associates
- The HLA Group
- Mark Thomas & Company
- MTW Group
- Quadriga.
- RJM Design Group

All of the firms have had experience working with the City of West Sacramento. Each of these firms and their subconsultants exhibited extraordinary communication skills and motivation in pursuit of West Sacramento as a client. And while each of the six firms has distinctive technical strengths and design orientations, the combined list offers a robust inventory of talent and responsive capacity to meet all anticipated needs for landscape project design, construction documents or support, landscape improvement programming or planning, regulation or guidance, peer plan review, construction support or other ancillary services, at any scale or type.

#### Commission Recommendation

No Commission recommendation required.

#### Strategic Plan Integration

Establishing a pre-qualified list of firms to provide on-call Landscape Architecture services substantially reduces private sector and City costs for conducting project-level business. The increased knowledge about, and familiarity with pre-qualified firms expedites the matching of project characteristics to the particular strengths of a firm. The complexity and amount of time needed to conduct competitive bids is minimized, increasing the efficiency of staff resources. Partnerships with firms that are highly qualified and suited to work with the City to improve the City's ability to deliver high-quality, timely, cost-effective projects. These performance measures all contribute to meeting Goal 2 Quality City Services and underlying Objectives 2 and 4 of the City Council's 2007-2022 Strategic Plan.

#### Alternatives

City Council may decide to:

1. Concur with staff's recommendation to approve the proposed Landscape Architecture On-Call Services List and authorize staff to solicit bids for design services.
2. Reject the proposed recommended pre-qualified list and direct staff to re-conduct the pre-qualification process.
3. Reject the proposed recommended pre-qualified list and direct staff to solicit all Landscape Architecture Services from the general marketplace.

Coordination and Review

Review and confirmation of the selection process was completed by the City Attorney. The Public Works, Parks and Community Development Department have reviewed and selected the firms to provide on-call Landscape Architect services for the City.

Budget/Cost Impact

Funding will not be needed to maintain an on-call list of Landscape Architects. Funding for services will be project specific and will require a professional services contract.

Six firms comprise the proposed list of providers for on-call Landscape Architecture services to the City through 2022. The duration of this list can be extended, at the City's sole discretion, through 2025. The terms of the on-call list allow the City to select firms through either competitive bidding within the list or by sole-source selection, at the City's sole discretion. The City can also, at its sole discretion, choose to recruit Landscape Architecture services from the general market beyond the pre-qualified list at any time during the on-call list duration. Inclusion on the on-call list does not commit the City to hire any or all of the listed firms at any time during the list duration. The City is not obliged, either explicitly or implicitly, to distribute assignments amongst listed firms on any basis other than the City's sole determination of a firm's suitability, readiness, availability, and capacity to perform desired services. There is no retainer costs associated with the proposed on-call provider list. The proposed action will not affect existing Landscape Architecture design contracts in any way.

ATTACHMENT(S)

N/A

MEETING DATE: April 19, 2017

ITEM # 16

**SUBJECT:**

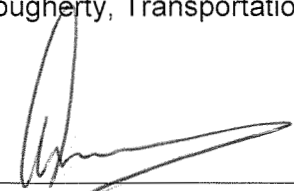
**CONSIDERATION OF THE ADOPTION OF RESOLUTION 17-27 AUTHORIZING SUBMISSION OF GRANT FUNDING APPLICATION FOR THE URBAN GREENING GRANT PROGRAM FOR SYCAMORE TRAIL PHASES 2 & 3**

**INITIATED OR REQUESTED BY:**

Council     Staff  
 Other

**REPORT COORDINATED OR PREPARED BY:**

Chris Dougherty, Transportation Program Specialist

  
 Denix Anbiah, Director  
 Department of Public Works

ATTACHMENT  Yes     No     Information     Direction     Action

**OBJECTIVE**

The objective of this report is to provide information to the City Council to authorize staff to submit grant application for the California Natural Resources Agency's Urban Greening Grant Program.

**RECOMMENDED ACTION**

It is respectfully recommended that the City Council adopt Resolution 17-27 authorizing submission of grant funding application for the Urban Greening Grant Program.

**BACKGROUND**

In March, 2017, the California Natural Resources Agency announced a call for projects for the Urban Greening Grant Program (UGG). The UGG program uses \$76 million of State of California Cap and Trade funding. Program funds through this program have to be used by 2020. Seventy-five percent of the funds are required to be spent on projects that benefit disadvantaged communities. While the program does not require matching funds, additional points are given for leveraging funds. The City has previously budgeted approximately \$750,000 for local match. Grant applications for the statewide call for projects are to be submitted to the state by May 1, 2017.

**ANALYSIS**

Staff utilized the 2013 Bicycle Pedestrian Trails Master Plan to identify a priority project that best fit the goals for potential funding under the UGG program. Projects submitted for the UGG program are recommended to be vetted through public outreach and prioritized in the Bicycle Pedestrian Trails Master Plan.

Staff selected the Sycamore Trail Phases 2 & 3 project with a construction cost of \$6.4 million. This project would request funding for the construction phase of the project only. The Sycamore Trail Phase 2 and 3 project consists of two components. Sycamore Phase 2 project is a bicycle and pedestrian overpass over Highway 50 connecting the Joey Lopes Park to Westmore Oaks Elementary School (former River City High School) with a construction cost of \$5.8 million. The proposed project utilizes the Lower Northwest Interceptor right of way to connect two parts of West Sacramento that are separated by Highway 50, bridging a significant East-West barrier in the City. The planning and design of this project will emphasize both safety and access through lighting and inviting entry features. The Sycamore Phase 3 project is a bicycle and pedestrian trail that starts at Westmore Oaks Elementary School and continues south to the intersection of Park Blvd and Stone Blvd with a construction cost of \$548,000. The trail also utilizes the Lower Northwest Interceptor right of way. Access from Westmore Oaks Elementary School site will be worked out during the design phases of the project. The City and Washington Unified School District are currently planning for the City to add a large section of the Westmore Oaks Elementary School site to the existing Joint-Use Agreement and use the site for a future park, possibly the future home of West Sacramento Little League. A recreation re-use plan of this park will be considered during the Parks and Open Space Master Plan update process that will begin this year. The proposed projects are in a defined disadvantaged community by the UGG program. The planning and design of these projects will emphasize both safety and access through lighting and inviting entry features.

The pre-construction activities of the project have been funded through the SACOG Bicycle and Pedestrian Funding Program for \$1.15 million (\$1.3 million total cost including \$150,000 local match). The design is expected to begin this spring. The construction cost is expected to be approximately \$6.4 million. Due to the limited funding available through this program staff is also planning to provide an optional reduced project consisting of Sycamore Phase 2 overpass only with a reduced project cost of \$5.8 million.

Commission Recommendation

The consideration of funding application was taken to the Transportation, Infrastructure, and Mobility Commission on May 2, 2016. The TMI Commission was in support of the proposed project and approved staff to continue to the City Council.

Strategic Plan Integration

The promotion of bicycling furthers the City's pursuit of several adopted planning strategies implementing the Council's strategic plan goal of Vibrant Neighborhoods and Comfortable Life Style and Living Strategies.

Alternatives

- 1) Adopt the staff's recommendation in the staff report
- 2) Request staff research additional changes and return to the Council at the earliest possible date

Coordination and Review

Staff has coordinated with the Finance Division and Parks Department in addition to the Washington Unified School District and Regional Sanitation for both Sycamore Phase 2 and Phase 3.

Budget/Cost Impact

Any budget or cost impact to the City will be in fiscal year 2019/2020 and will be incorporated into future CIP/Budget cycles.

Project	Local Match	Funding Source	CIP
Sycamore Phase 2 & 3	\$753,190	Community Investment Fund	Yes

**ATTACHMENT(S)**

Attachment 1. Resolution 17-27

**RESOLUTION 17-27**  
**A RESOLUTION OF THE CITY COUNCIL**  
**OF THE CITY OF WEST SACRAMENTO AUTHORIZING SUBMISSION OF GRANT**  
**FUNDING APPLICATIONS FOR THE URBAN GREENING GRANT PROGRAM**

**WHEREAS**, the Legislature and Governor of the State of California have provided funds for the program shown above; and

**WHEREAS**, the California Natural Resources Agency has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

**WHEREAS**, the applicant, if selected, will enter into an agreement with the State of California to carry out the Project.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of West Sacramento as follows:

1. Approves the filing of an application for the Sycamore Trail Phases 2 & 3, and
2. Certifies that applicant understands the assurances and certification in the application, and
3. Certifies that applicant or title holder will have sufficient funds to operate and maintain the project consistent with the land tenure requirements; or will secure the resources to do so, and
4. Certifies that it will comply with the provisions of Section 1771.5 of the State Labor Code, and
5. If applicable, certifies that the project will comply with any laws and regulations including, but not limited to, legal requirements for building codes, health and safety codes, disabled access laws, environmental laws and, that prior to commencement of construction, all applicable permits will have been obtained, and
6. Certifies that applicant will work towards the Governor's State Planning Priorities intended to promote equity, strengthen the economy, protect the environment, and promote public health and safety as included in Government Code Section 65041.1, and
7. Appoints the City Manager, or designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project(s).

**PASSED AND ADOPTED** by the City Council of the City of West Sacramento this 19th day of April, 2017 by the following vote:


**AYES:**  
**NOES:**  
**ABSENT:**

\_\_\_\_\_  
Christopher L. Cabaldon, Mayor

**ATTEST:**

\_\_\_\_\_  
Kryss Rankin, City Clerk



MEETING DATE: April 19, 2017		ITEM # 17	
<b>SUBJECT:</b> <b>CONSIDERATION OF ISSUANCE OF A REQUEST FOR PROPOSALS FOR THE KIDS' HOME RUN BRANDING AND MARKETING</b>			
<b>INITIATED OR REQUESTED BY:</b> <input type="checkbox"/> Council <input checked="" type="checkbox"/> Staff <input type="checkbox"/> Other		<b>REPORT COORDINATED OR PREPARED BY:</b> Ian Winbrock, Program Manager  Martin Tuttle, City Manager	
ATTACHMENT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Information	<input type="checkbox"/> Direction <input checked="" type="checkbox"/> Action

**OBJECTIVE**

The purpose of this report is to provide Council with an update on the Kids' Home Run initiative and request Council's approval to issue a Request for Proposals (RFP) to develop a branding and strategic marketing plan for the Kids' Home Run program.

**RECOMMENDED ACTION**

It is respectfully recommended that the City Council approve the issuance of a Request for Proposal for the Kids' Home Run Branding and Marketing.

**BACKGROUND**

During the March 15, 2017 meeting, the Council approved a series of recommended actions for the Kids' Home Run including the appropriation of \$250,000 from the Measure E fund to initiate implementation of one or more elements identified in the framework for the Kids' Home Run program. Up to \$125,000 of that money was earmarked for securing a marketing consulting firm that would assist with the creation of the Kids' Home Run program branding and design portfolio, communications language for outreach materials, and social media, website design, pitch deck creation for soliciting philanthropic donors, as well as creating outreach materials for use by the City and our administering partners. The Kids' Home Run (Measure E) is included as Top Priority Policy Agenda item for 2017. This report provides an update on actions to implement that item and seeks Council approval to issue an RFP to secure a strategic branding firm to complete the branding and marketing portfolio of work for the Kids' Home Run program.

**ANALYSIS**

Since receiving direction and authorization at the March 15, 2017 meeting, staff has been working to implement actions and manage processes related to the Kids' Home Run including: executing the Reimbursement Agreement between the City of West Sacramento and the Los Rios Community College District (LRCCC), by and through its college, Sacramento City College; recruiting employers for the summer work ready internship program for youth in the Washington Unified School District Career Pathways system; working with the staff of the California Community College Foundation to secure an "instance" page on the launchpath.com system that curates internship positions that are exclusively for West Sacramento youth at local businesses; completing grants to secure additional funding; drafting a soft skills / essential skills badge and playlist through the LRNG digital badging system for youth in career pathways; and drafting an RFP for soliciting a strategic branding firm to complete the branding and marketing portfolio of work for the Kids' Home Run program.

**Request for Proposals for Kids' Home Run Branding and Marketing**

Issuing a Request for Proposals (RFP) for the Kids' Home Run Branding and Marketing will help to advance the implementation and public rollout of the Kids' Home Run program by establishing a refined scope of work and cost estimate to complete the effort and provide a competitive process to identify and select the most qualified firm to develop the marketing outreach collateral and branding portfolio. The RFP is included as an Attachment to this report and is scheduled to be issued in April to expedite the process of selecting a qualified firm(s). Once completed, the Branding and Marketing portfolio of work will serve as a catalyst for:

- Establishing a comprehensive and compelling “umbrella” brand position for the City of West Sacramento’s Kids’ Home Run initiative that encompasses all programs that make up the initiative including logo, tagline, color palate, typeface & typography guidelines, and style guide for creating future visual branded content by City Hall Graphics Services;
- Developing a set of strategies and strategic messaging guides for traditional and social media for the Kids’ Home Run program that effectively speak to target audiences in order to meet Kids’ Home Run goals and objectives;
- Identifying effective communications channels, techniques and tools to meet Kids’ Home Run goals and objectives;
- Mapping accessible communications resources including free air time or pro bono work by communications experts;
- Creation of a pitch deck of slides which outlines the objectives and programs of the Kids’ Home Run to solicit funding from the philanthropic community;
- Designing a set of outreach materials for the Kids’ Home Run initiative;
- Creation of a website for the Kids’ Home Run initiative and its programs.

Commission Recommendation

Not applicable

Strategic Plan Integration

Implementation of Kids’ Home Run supports the City’s Strategic Plan Guiding Principles in the areas of *Quality Schools and Educational Programs*, and the City’s 2017 Strategic Plan Top Priority item of *Kids’ Home Run (Measure E)*.

Alternatives

Approving the issuance of a RFP for Kids’ Home Run Branding and Marketing is staff’s recommended alternative.

The Council’s other primary alternatives include:

1. Not authorizing the issuance of a RFP for Kids’ Home Run Branding and Marketing; or
2. Delaying the issuance of a RFP for Kids’ Home Run Branding and Marketing until a later date.

Staff recommends approving the issuance of a RFP for Kids’ Home Run Branding and Marketing given the momentum surrounding Kids’ Home Run implementation as part of other, related efforts and stakeholders’ current support to assist with securing resources to further fund Kids’ Home Run programs as well as implement current programs. The other alternatives are not recommended as they would delay the ability for the City to develop valuable information on the scope, cost and schedule to complete the branding and marketing effort, resulting in missed opportunities secure additional funding, media coverage and promote further outreach to key audiences.

Coordination and Review

This report and the draft RFP for Kids’ Home Run Initiative were discussed with the Assistant City Manager and coordinated with the City Manager’s Office and Administrative Services Department.

Budget/Cost Impact

There are no budget/cost impacts at this time. Once the RFP process is complete, staff will report back to City Council with a funding proposal and schedule to implement the Kids’ Home Run Branding and Marketing effort.

**ATTACHMENT**

1. Draft RFP for West Sacramento Kids’ Home Run Branding and Marketing



**REQUEST FOR PROPOSALS**

**FOR**

**WEST SACRAMENTO KIDS' HOME RUN BRANDING AND MARKETING**

Proposals must be forwarded to Ian Winbrock, Program Manager, at the following address by **2:00 p.m. PST** on May 19, 2017.

City of West Sacramento  
City Manager's Office  
1110 West Capitol Avenue, Third Floor  
West Sacramento, CA 95691

**Inquiries**

Inquiries about this RFP must be in writing and directed to:

Ian Winbrock  
Program Manager  
City of West Sacramento  
1110 West Capitol Ave  
West Sacramento, CA 95691  
Phone: 916-617-5326  
E-mail: [ianw@cityofwestsacramento.org](mailto:ianw@cityofwestsacramento.org)

## **REQUEST FOR PROPOSALS**

### **City of West Sacramento Kids' Home Run Branding and Marketing**

#### **I. Overview**

The City of West Sacramento has issued this Request for Proposal (RFP) to obtain proposals from qualified firms for the development of a comprehensive plan to brand and market the West Sacramento Kids' Home Run, a holistic set of cradle-to-career youth initiatives designed to prepare West Sacramento youth for college and career. This project, named City of West Sacramento Kids' Home Run Branding and Marketing, will involve the efforts of a full-service professional agency (or group of agencies) that can create the work products needed for the city to manage all aspects of the marketing and outreach efforts for the West Sacramento Kids' Home Run in a manner consistent with the branding of the City of West Sacramento including 1) Brand Development and guidelines / style guide for the Kids' Home Run, 2) Develop an audience communications / positioning strategy, 3) Design and creation of a pitch deck for soliciting philanthropic donors, 4) Designing marketing / informational collateral outreach materials for the Kids' Home Run, AND 5) Creation of a Website for the Kids' Home Run.

## **II. Project Background and Need**

West Sacramento is a thriving riverfront City encompassing approximately 22 square miles, with a population of approximately 54,000. In 2014, the United States Conference of Mayors named West Sacramento the Most Livable City in America among those with fewer than 100,000 residents for its Universal Preschool for West Sacramento (UP4WS) program.

West Sacramento is one of the largest employment bases in the six county Sacramento region, but also has one of the highest unemployment rates (7.1% in 2015). Since its incorporation in 1987, West Sacramento has been a regional leader for infill housing and economic development, effective governance, infrastructure creation and urban farming. Once a blue collar city across the river from Sacramento, West Sacramento has evolved over the past 28 years into a hub of research and development, advanced manufacturing, food processing, and logistics. The city's workforce development activities however, have yet to mature with the changing economic landscape.

On November 8, 2016, West Sacramento voters approved Measure E which added a quarter-percent to the City's portion of the local Transactions Tax (sales tax) rate. Measure E is a general tax and revenues received from it may be expended on any lawful purpose. The measure, by its own terms, provides advisory language regarding potential areas of focused investment, including improving educational and career opportunities for youth.

On November 16, 2016, after Measure E was passed, the Council adopted funding targets for all areas of focused investment for Measure E, as well as adopted a framework for the "improving educational and career opportunities for youth" component of Measure E investment, dubbed the Kids' Home Run program.

The Kids' Home Run is organized temporally, so that one can envision the journey of a West Sacramento youth, starting at age four and continuing on through age 18, when they enter college and / or begin an entry level career with a local employer. The Kids' Home Run begins with a youth's enrollment in one of the Universal Preschools for West Sacramento's (UP4WS) to receive a high-quality preschool education. Once a youth has graduated from a UP4WS preschool, they will then have access to a guaranteed college savings account when entering kindergarten within the Washington Unified School District, with the goal of a match for a family deposit. High School aged youth within the Washington Unified School District, through the Kids' Home Run program, will have access to paid internships in a relevant industry sector or job-type if they are enrolled in an integrated college and career pathway and making satisfactory progress in school. Finally, through the Kids' Home Run program, every West Sacramento student graduating from High School and directly enrolling full-time in a program of study at the Sacramento City College Campus will enroll fee free, and have access to a scholarship of up to \$1,000. A system of digital badges, virtual credentials that can unlock opportunities for young people will be used to track young people's progress and motivate them to work their way through the Kids' Home Run program.

The initiative is slated to begin to be implemented in 2017 for all youth, but it was designed so that someday in the future, a West Sacramento young person would be enrolled in every program at some point in their life. The objective of the Kids' Home Run initiative is to change the culture of the City into one where every young person is prepared for college and career while creating a more robust workforce for local employers and enhancing the City's economic development capacity and competitiveness.

All work for this proposal must be closely coordinated with Ian Winbrock, Program Manager for the Kids' Home Run who is managing the internal processes as well as the external partnerships related to the West Sacramento Kids' Home Run.

Specifically, the goal of this Proposal is to define the brand of the Kids' Home Run and raise awareness among current and prospective members of our target audience. Our primary target audience includes: prospective parents of preschool and kindergarten aged youth, prospective career pathway students (incoming 9<sup>th</sup> graders), prospective internship applicants (incoming and outgoing seniors), and prospective community college students (outgoing seniors). The brand and marketing outreach materials should educate stakeholders about the variety of educational and career opportunities the Kids' Home Run Provides. The branding and marketing materials should also address changing perceptions of what career pathway and career training programs can offer in terms of good-paying, fulfilling and sustained employment opportunities, while increasing employer engagement in these programs. Additionally, the branding and marketing materials should motivate and increase enrollment in community college. The branding and marketing outreach materials should be crafted to reach the most opportunistic target audiences in areas and at times in which potential program participants will be the most receptive to receiving messages.

To develop a comprehensive plan to brand and market the West Sacramento Kids' Home Run, the City of West Sacramento is seeking a multi-disciplinary, full service professional agency (or group of agencies) that provides a wide range of services including, but not limited to, project management, website design and development, website usability testing, social media management and adverting buys, baseline awareness surveys, focus group testing, collateral material development, community and faith-based outreach, creation of brand identities, pitch deck creation, creation of style guides and the ability to develop an audience communications or positioning strategy.

### **III. Target Audiences**

This effort is aimed at students, influencers, families of small children, and business / labor / industry leaders. The current target audiences for the City of West Sacramento Kids' Home Run branding and marketing are as follows:

#### Primary Target Audiences:

- **Families of young children aged 0 – 3 years old**, including families in Latino, Russian and Ukrainian communities, low income families, families from communities of color, English language learner families, and families with a variety of education levels. This will be the primary audience for the Universal Preschool

for West Sacramento program of the Kids' Home Run, as well as the College Savings account program of the Kids' Home Run.

- **Teens and young adults aged 12 – 18 years old**, including incoming high school freshmen, sophomores, juniors and seniors. There should be a focus on reaching Latino, African American, Russian, Ukrainian students as well as students from immigrant communities, students from low income families, students from English language learner families, families with no college education as well as current foster youth. This will be the primary audience for the demand side of the work-ready internships and digital badges component of the Kids' Home Run as well as the primary audience for the college promise program.
- **Business / labor / industry leaders**, including employers, chambers of commerce, workforce development boards, economic development agencies, labor unions, career centers and industry advocacy groups. This will be the primary audience for the supply side of the work-ready internships and the digital badges component of the Kids' Home Run.

#### Secondary Target Audiences:

- **Influencers / Stakeholders:** Including parents, caregivers, high school and community college counselors, community leaders and regional elected officials. This will be a secondary audience for all programs of the Kids' Home Run.
- **Philanthropic community:** Including regional foundations, large philanthropic grant making organizations, small community foundations, sports and private sector foundations and education related philanthropic organizations. This will be a secondary audience for all programs of the Kids' Home Run.

#### **IV. Scope of Services to be provided**

The purpose of this RFP is to solicit Proposals from qualified vendors with sufficient resources, experience and abilities to develop the branding and marketing strategy for the Kids' Home Run. The following is a general description of the scope of services intended to serve as a guide to illustrate minimum project requirements. Consultants are encouraged to develop their own unique path to producing a comprehensive branding and marketing strategy for the Kids' Home Run, but it must include the deliverables below.

1. Brand Development and Brand Guidelines: Establish a comprehensive and compelling "umbrella" brand position for the City of West Sacramento's Kids' Home Run initiative that encompasses all programs that make up the initiative.
  - Formulate a brand development strategy and approach for the creation of a brand identity, for the Kids' Home Run, designing primary and secondary lockups, primary and secondary symbols, primary and secondary wordmarks as well as a tagline. Include color palate guidelines for the lockups, symbols and wordmarks as well as the typeface and typography guidelines.

- Develop a style guide that demonstrates how all visual content should be designed as well as a content guide that controls how the copy and text within designs should be developed in the future.
  - The brand must increase awareness and understanding of the Kids' Home Run program's capacity to increase college and career readiness for West Sacramento youth, provide access to opportunity to all West Sacramento families and address the needs of all students including West Sacramento's most vulnerable populations. Additionally, the brand must change the perceptions of what career technical education and career pathways mean, as well as motivate students to apply to community college, paid internships, enroll in a career technical education program while increasing employer engagement with these programs.
2. Audience Communications / positioning strategy: Strategic communications and positioning strategy must be designed to increase the number of youth who: Enroll in West Sacramento's Universal Preschool for West Sacramento program, sign up for the Kids' Home Run College Savings Account, create an account with the LRNG digital badging platform, enroll in a career technical education pathway, sign up for launchpath.com's internship matching service, apply for an internship through launchpath.com, and enroll in community college.
- Strategic communications and positioning strategy must also be developed to increase the number of philanthropic donors to individual Kids' Home Run programs and the initiative as a whole, in addition to increasing the number of employers who offer career ready internships and digital badges.
  - Develop a set of strategies and strategic messaging guides for traditional and social media for the Kids' Home Run program that effectively speak to target audiences in order to meet goals and objectives. Identify effective communications channels, techniques and tools to meet goals and objectives.
  - Map accessible communications resources including free air time or pro bono work by communications experts.
  - Create a communications strategy master plan that lays out the strategic positioning and communications strategy outlined above.
3. Pitch Deck for philanthropic donors: Create a pitch deck of 10 -20 slides for a philanthropic audience that conveys: the background on the creation of the Kids' Home Run, brief overview of the City of West Sacramento, what the objectives of the Kids' Home Run are, why a donor should care about the Kids' Home Run, the individual programs in the Kids' Home Run, how data informs and drives the Kids' Home Run and how additional funding will impact the future success of individual programs and the Kids' Home Run initiative as a whole.
4. Design marketing and informational collateral outreach material: Design, and do not print, the following outreach materials:
- Google Adwords campaign for Kids' Home Run



- Facebook ad campaign for Kids' Home Run
  - Utility bill insert ad campaign for Kids' Home Run
  - Three fold brochure on Universal Preschool for West Sacramento (UP4WS) designed for families in order to increase the number of three to five years olds who are enrolled in the program
  - Kids' Home Run College Savings Accounts three fold brochure designed to increase the number of parents that apply for college savings accounts
  - Three fold brochure on digital badging designed to increase the number of students that create login's on LRNG
  - Three fold brochure on Launchpath.com designed to increase the number of students that create accounts on launchpath.com and apply for internships
  - Three fold brochure on career pathways designed to increase the number of students that enroll in career technical education pathways and
  - Three fold brochure designed to increase the number of eligible students that apply for the West Sacramento College Promise program.
5. Creation of a website: Create a website for the Kids' Home Run initiative and its programs. Please see <http://www.oaklandpromise.org/> for a website of comparable features and functionality that the City of West Sacramento is looking to replicate for the Kids' Home Run. The Oakland Promise is a similar cradle to career initiative with similar programs to the Kids' Home Run.

Website features should at a minimum:

- Be ADA compliant
- Be mobile first and display natively on smart phone and tablets
- Support all major internet browsers (Internet Explorer 10+, Microsoft Edge, Chrome, and Safari)
- Allow for the inclusion of external services and custom pages through the use of iframes or other web-based technology
- Ability to integrate with social media services such as Facebook, Twitter, YouTube, etc.
- Must have the ability to integrate with Google Analytics

Content Management System (CMS) minimum requirement:

- User authentication must provide Single Sign-ON (SSO)
- Provide a comprehensive "full function", easy-to-use solution that includes, but is not limited to, template creation, security and approval levels, WYSIWYG content editor, versioning, content scheduling, etc
- CMS and website page modifications must be able to be done using current Internet browsers (i.e. Internet Explorer 10+, Microsoft Edge, Chrome and Safari)
- In addition to the above items, please refer to Appendix A – Content Management System Requirements for more detail

## V. Submission Requirements: Vendor Qualifications and Proposal

A complete proposal package must be submitted in order to be considered. Submittals shall include the following information in order set forth:

1. Table of Contents

2. Cover Letter.

The cover letter must include the following:

- Name of the respondent's business entity, mailing address, telephone number, e-mail address, website and name of individual to communicate with if further information is desired
- Letter should clearly identify all of the team members and their roles as well as indicate the person who will serve as the principal point of contact / project manager with the City and be authorized to make representations on behalf of the respondent
- Cover letter must include the signature of an individual who is the authorized principal of the Consultant

3. Background and Experience

- Describe Consultant's key qualifications and experience
- Provide list of all key current and past clients
- Describe Consultant's key expertise, three similar projects completed within the last three years. Include the name of the client, project goals, description of work performed, audience reached, budget, creative work samples and results achieved
- Provide samples of work products (print, online, website and radio) created within the last five years that further illustrate Consultant's skill, creativity, talent, and experience

4. Project Approach A narrative description outlining the Consultant's anticipated approach to complete the work requirements in Section IV, "Scope of Services to be provided" above. The methodology shall be described in sufficient detail to demonstrate the Consultant's familiarity with this type of project.

5. Team Resumes Identify key personnel proposed for this project, describe their qualifications and experience for assigned roles, and identify areas of project responsibility and level of commitment. Include current resumes for key personnel, including sub-consultants (Note: The City must approve any change in key personnel after the award of a project before the change is made).

6. Management Plan Prepare a management plan which includes a description of how the Consultant plans to carry out the project. At a minimum, the following items shall be considered:

- Consultant’s organizational capacity for effective and efficient project management, including dependability, timeliness and the submission of progress reports. Where more than one Consultant is involved, the roles and responsibilities of each subcontractor should be clearly outlined.
  - An organizational chart summarizing the Consultant’s team structure, roles and responsibilities.
  - A staffing plan detailing project assignments of key personnel, together with an estimate of the hours required of each item of the proposed work program.
  - A schedule, broken down by task, to undertake the work items. This should also identify major project milestones.
7. Cost Proposal Provide a proposed “not to exceed” total budget for all services identified in Section IV, "Scope of Services to be Provided." Cost estimates shall be all inclusive of overhead, fringe benefits, profit, insurance, etc. Cost estimates must be prepared by task and deliverable as outlined in Section IV, “Scope of Services to be Provided”. The Proposal cost section must be no longer than two pages and will include the following:
- Titles and hourly rates for all key personnel who will work on the Proposal
  - Titles and hourly rates for all subcontractor personnel who will work on the Proposal
  - Please indicate if the hourly staff rates provided in the Proposal Cost reflect a variation from your standard rates
8. References Provide at least two references from current and / or past clients that can attest to the nature and quality of Consultant’s past performance. The City of West Sacramento reserves the right to contact any reference. References must include:
- Name and address of the organization
  - Name, title, telephone number and e-mail address of your day-to-day contact
  - A description of services provided

## **VI. Evaluation and Selection Process**

The City’s evaluation and selection process will be based on qualifications and the budget proposal. Proposals received will be screened and evaluated by an evaluation committee composed of City staff. The City may elect to interview Consultant teams prior to making a selection. Following the evaluation and interview process, City staff will make a recommendation to City Council for selection of the Consultant and contract award. The City reserves the right to reject any or all proposals.

Proposals will be evaluated based on the following criteria:

- Quality and completeness of proposal A complete proposal package was received and information provided was well-written, organized and of high quality.

- Proposed Approach Quality, performance and effectiveness of proposed approach to developing the West Sacramento Kids' Home Run Branding and Marketing Campaign.
- Relevant Experience Consultant's experience serving a primary role in completing work products of similar scope and complexity, such as:
  - Brand Development
  - Web Development
  - Creating Audience & Communications positioning strategy
  - Crafting Advertising campaigns
  - Creating Marketing Collateral & Outreach Materials
  - Media Relations
  - Social Media Marketing
  - Legislative Outreach
  - Community Outreach
- Management Team and Structure Commitment of an experienced and professional senior-level management team throughout the duration of the Proposal. Reference checks will be made to evaluate the consistency, level of professionalism and responsiveness of team.
- References Prior record of high performance on similar projects that demonstrate the respondent's qualifications and experience to meet the outlined criteria.
- Cost Proposal cost relative to other evaluation criteria.

### VIII. Submission Requirements

Consultant teams wishing to be considered for the City's RFP for the West Sacramento Kids' Home Run Branding and Marketing Campaign must submit 4 copies of the proposal **no later than 2 p.m. on May 19, 2017** to:

Ian Winbrock, Program Manager  
 City of West Sacramento  
 City Manager's Office  
 1110 West Capitol Avenue, Third Floor  
 West Sacramento, CA 95691

### VIV. Schedule

Overall Project Milestones	Dates
1. RFP Issuance	April 20, 2017
2. Deadline to submit questions	May 17, 2017
3. RFP Responses Due	May 19, 2017

4. Submittal screening and reference checks	Week of May 22
5. Initial Screening Complete	May 26, 2017
6. Vendor interviews and make selection	Week of May 29
7. Begin contract negotiations	June 2, 2017
8. Council approval of contract	June 28, 2017

**X. Maximum Project Cost:**

\$125,000

**Exhibits:**

1. Appendix A: Content Management System Requirements
2. Universal Preschool for West Sacramento (UP4WS) brochure
3. Kindergarten to College Savings Account proposal document
4. West Sacramento Kids' Home Run initiative 1-pager

**APPENDIX A**  
**CONTENT MANAGEMENT SYSTEM REQUIREMENTS**

<b>Feature / Module</b>	<b>Required</b>	<b>Optional</b>
<b>User Administration</b> - Ability to perform user maintenance (creating, modifying, and removing users), control employee module access and rights, page security, etc.	<b>X</b>	
<b>Roll Back</b> - Ability to roll back a page, section or the whole website to a previous revision or point in time	<b>X</b>	
<b>Blog</b> - Ability for end users to add items that are newsworthy to the City website	<b>X</b>	
<b>Quick Links</b> - Ability to create and manage quick links to specific website content	<b>X</b>	
<b>Approval Rights</b> - allow system administrator to establish specific rights and capabilities for internal staff to update content based upon the role they have in updating the website	<b>X</b>	
<b>Automatic expirations</b> – the ability to set a date for content to automatically expire	<b>X</b>	
<b>Browser Based Administration</b> - Update, delete and create template based web pages, including ADA related information	<b>X</b>	
<b>Program Home Pages</b> – the ability for programs to have dedicated pages within the site that follow the same design as the other interior pages	<b>X</b>	
<b>Multi-Lingual Support</b> – Could be implemented using a third party system (i.e. Google Translate)	<b>X</b>	
<b>News, News Releases &amp; Announcements</b> - Dynamic content & online publishing	<b>X</b>	
<b>Online Forms</b> - Forms/publishing/tracking	<b>X</b>	
<b>Rotating Photos/Banners</b> - Dynamic image display	<b>X</b>	
<b>Spotlight</b> - Ability to highlight important text on one or more pages	<b>X</b>	
<b>Breadcrumbs / Sitemap</b> - Dynamically generated sitemap and breadcrumbs based on content management system	<b>X</b>	
<b>Frequently Asked Questions</b> - Dynamic content	<b>X</b>	
<b>Contact Us</b> – Link to email address	<b>X</b>	
<b>Join newsletter</b> – Button to join	<b>X</b>	

# UP 4 WEST SACRAMENTO

## Parent Satisfaction remains HIGH!

Virtually 100% of families are satisfied or very satisfied with the program.

74% very satisfied  
26% satisfied  
0% not satisfied

### UP4WS helped:

- 30% accept a job
- 38% keep a job
- 35% accept better jobs
- 55% continue with their own education

Source: FY 09-10 and 10-11 Parent Survey



### What Parents are saying

"Thank you for recognizing that we as parents need more than just a safe place to send our kids. We really benefited from the support provided by the Family Support Specialist."

"I had a complete turnaround with my two kids after I took the parenting class. It taught me skills of observing and slowing down through the 'wait, watch, wonder' technique and my kids really responded!"

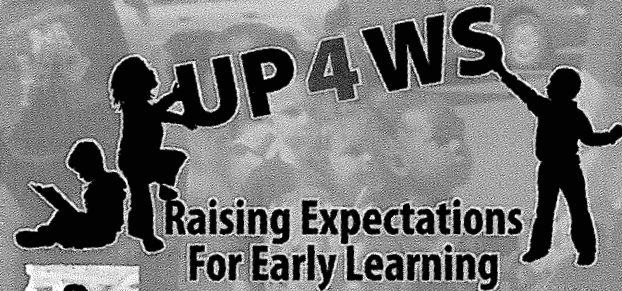
"I learned new ways to express myself and teach my children to express themselves. These are tools I will use for life!"

### What Teachers are saying

"It's so nice to be able to meet with my Early Education Expert, do action planning together for the assessment tool, and come up with ideas together. It makes me more motivated to change things when I go back to my classroom."

"It's nice to be supported, and feel like we are more of a team than we have ever been before."

"When I know my Early Education Expert will be coming in, I breathe a sigh of relief because I know that someone who can really listen and then give me tools and resources to handle some of the challenges I face in the classroom is on their way! She has so much knowledge, and having her observe and give me ideas is different than sitting a training and think - ok, I'll try that when I get back - but by the time you have the chance it's gone from your head. This is really different, and it really works!"



## Raising Expectations For Early Learning

A West Sacramento-led cooperative created to improve availability and access to high quality preschool.





### OUR MISSION

The mission of UP4WS is to ensure the highest quality learning environment for children from birth through five. By investing in our children, we invest in our future.

## WE ACHIEVED OUR FOUR TOP-PRIORITY GOALS!

- ✓ Improve the access and availability of no-cost preschool for all 4-year-olds.
- ✓ Raise the quality of preschool programs in West Sacramento.
- ✓ Increase college preparation and licensure of qualified teachers.
- ✓ Elevate preschool teachers to commensurate professional wage levels.

## PROGRAM FACTS

- As of February 2014, over 3,500 children have been served by UP4WS. Starting in 2003, UP4WS began with 135 children and now serves over 500 children per year.
- Funding helps provide employment of 44 Lead Teachers and 87 staff including para-professionals and family support staff in public and private centers.
- 27 bilingual or trilingual teachers serve in 30 classrooms for UP4WS.
- Additional staffing for family support, teacher mentoring, and mental health support.
- Social Emotional Skills training series offered to West Sacramento parents in two languages.
- 100% of teachers participate in professional development training.
- Universal Health & Mental Health Screening Project collaborates with UP4WS sites for 100% screening.
- Evaluation criteria and database allows for robust analysis of program success and program improvements.

### PROVEN RESULTS!

Pre and Post testing data show greater than anticipated advancement in critical areas.



## HOW DID WE DO IT?

UP4WS achieved universal preschool based on a ladder of strategies that emphasize having preschool spaces for all four year olds, heightening the quality of public and private preschools, working collaboratively with partners and connecting parents and families to programs - providing subsidies where possible.

### A Successful City Led Preschool Collaborative

- High Quality Standards
  - Highest Teacher education requirements
  - Child/Teacher ratios far above basic licensing requirements
  - Curriculum aligned with preschool learning foundations.
  - Regular site and teacher evaluations
  - Health and developmental screenings
  - Family support staff to assist with issues that impede learning
  - Education Experts to mentor teachers

#### UNIVERSAL PRESCHOOL ACHIEVED

**750 4-year-olds and 780 preschool spaces**

- 180 children in private centers
- 80 children in Head Start
- 278 children in State Preschool
- 149 children in family child care
- 93 children in city or non-profit centers

Financial assistance available to parents

#### UP4WS COLLABORATIVE NETWORK

- Executive Board of Partner Agencies
- Staff Level Partner Collaborative Group
- Coordinated marketing and enrollment
- Coordinated professional development
- Connective network serving families

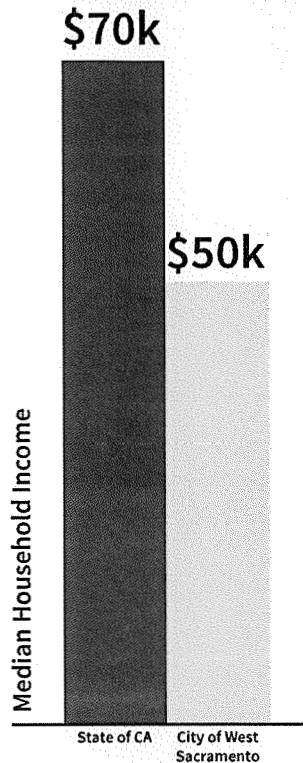
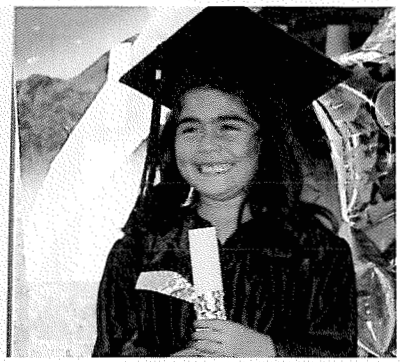
#### UP4WS QUALITY COMPONENTS

- Excellent staffing ratios
- Family Support Specialists
- Improved facilities and equipment
- Educational Experts mentoring teachers
- Professional development requirements
- Teacher and children assessments

### Economic Benefit

UP4WS has brought over \$4 million dollars to the West Sacramento community in resources, professional development, equipment, and high quality, free, preschool spaces for qualified families. With a blend of state, city, and county funding, the City of West Sacramento has led UP4WS as it reached the goal of providing universal preschool opportunities for all 4-year-olds in West Sacramento.

# The West Sacramento Kindergarten to College Savings Account



## >Introduction

West Sacramento is one of the largest employers in the six county Sacramento region, but also has one of the highest unemployment rates (7.1% in 2015). Median Household Income is \$50,206 well below the CA average of \$70,231 while per capita income is \$25,203 slightly below average of the state average of \$29,634.

Since its incorporation in 1987, West Sacramento has been a local leader for infill housing and economic development. The city's education and workforce development

activities however, have yet to mature with the changing economic landscape.

On November 8th West Sacramento residents passed a ballot initiative to fund **The Kids Home Run: West Sacramento Promise, a program designed to provide access to college and career opportunities for youth while changing the culture of the city in the process.** Funded by sales tax revenues, money for the West Sacramento Promise becomes available April 2017.

The Golden One Credit Union partners with the City of West Sacramento to become the sole source provider of college savings accounts for the West Sacramento Promise. The Golden One Credit Union will provide the College Savings Accounts free of charge to West Sacramento families and offers a \$50 match to families once they make an initial deposit of \$50. The City of West Sacramento and the Golden One Credit Union will also partner to bring visibility to the program and role of the credit union in college accessibility and affordability.

## >Proposal

## >Background

Nationwide, 87% of parents state that obtaining a college degree is important for their children. Approximately 69% state that saving for their children's education is one of their household's top savings priorities, yet only 53% have started saving. While research has shown that a child with a savings account is six times more likely to attend college, typical mainstream accounts for higher education savings do not have account features that appeal to parents. Appropriately designed accounts can encourage families to save for their children's higher education and longterm financial stability.

“Research has shown that a child with a savings account is six times more likely to attend college”

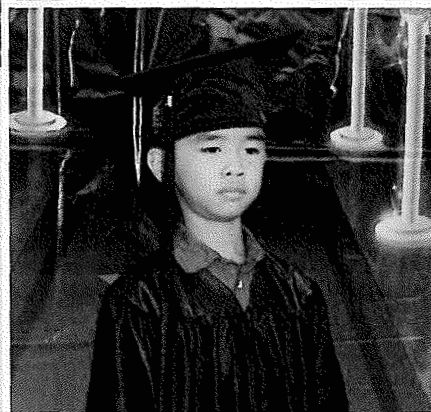
The West Sacramento Promise is several programs provided simultaneously: some are already well established and others are in their infancy or not yet begun, brought together

under one umbrella. The goal of the initiative is to change the culture of the City into one where every young person is prepared for college and career.

The Kids' Home Run begins with a youth's enrollment in one of the Universal Preschool for West Sacramento's (UP4WS) preschools to receive a high-quality preschool education. **Once a youth has graduated from a UP4WS preschool, then they will have access to a guaranteed college savings account when you enter kindergarten within the Washington Unified School District,** with match for family deposit. High School aged youth within the Washington Unified School System in the Kids' Home Run will have access to paid internships in a relevant industry sector or job type if they are enrolled in an integrated college and career pathway and making satisfactory progress in school. Finally, through the Kids' Home Run, every West Sacramento Student graduating from High School and directly enrolling full-time in a program of study at the Sacramento City College Campus will have no tuition and a scholarship of up to \$1,000.



# Proposed Partnership Between Your Financial Institution and the City of West Sacramento



## Overview:

The West Sacramento Kindergarten to College Program, run by the City of West Sacramento, will afford every resident preschool child a \$50 college savings account, with a match for family deposit, upon entering kindergarten in a public elementary school (within the Washington Unified School District) the chance to build savings for college.

## Commitment by the City of West Sacramento:

Provide initial \$50 dollar seed money for each college savings account created

## Commitment sought for Your Financial Institution:

Provide the college savings accounts free of charge to West Sacramento families and offer a \$50 match to families once they make an initial deposit of \$50.



# >Modeling The West Sacramento Program

The City and County of San Francisco's Kindergarten to College (K2C) initiative was the nation's first universal college savings account program. The city of West Sacramento is modeling our program based off of the successes of San Francisco

## What?

>What is Kindergarten to College (K2C)?

Launched in 2010, K2C is designed to embed a savings culture among San Francisco's children as a driver to expanding college access and increasing college completion rates by automatically opening a savings account for every child entering the City's public schools in kindergarten. Public/private partnership is at the center of the program, supporting the identity, operation and success of K2C.

## Why?

>Why was K2C developed?

Over the course of a lifetime, people with college degrees earn 75 percent more than those with just high-school diplomas – nearly one million dollars more in total. Yet for many of San Francisco's low- and moderate-income (LMI) families, achieving those degrees means overcoming huge financial obstacles. Even after loans, scholarships and other aid, out-of-pocket costs for higher education often are unsustainable. The Consumer Financial Protection Bureau now reports more than \$1 trillion in outstanding student loan debt. When applying for college, why should a student be forced to make the choice: take on significant debt or drop out? There is a third option: Save. It is proven that given the opportunity, low-income households not only will save but also will use those savings to invest in long-term assets – including education – that create pathways to financial security.

## How?

>How does K2C work?

Every child entering kindergarten in the San Francisco Unified School District is automatically given a college savings account at Citibank. To facilitate this, Citi created a platform where accounts can be opened and managed electronically. The account initially contains \$50 from the City and County of San Francisco and an additional \$50 to students who qualify for free and reduced lunch. Once the student has an account, the program provides opportunities for matched savings and incentives and encouragement for families to increase their savings. For example, K2C offers a one-to-one match for the first \$100 saved by a family and an additional "Save Steady" bonus of \$100 for families that make six consecutive monthly deposits of \$10 or more. Financial education is a core component of K2C and participating schools have integrated relevant financial subjects into their math curricula. Starting in kindergarten, K2C also provides a Citi-powered web-based tool – [mysavingsaccount.com/K2C](http://mysavingsaccount.com/K2C) – that teachers use to help students and their families manage the accounts. This makes San Francisco the first city in the nation to link financial education to a real-life savings account.

people with a college degree earn  
**75%**  
more than those with just a high-school diploma.

## What?

>What has been the impact?

of the \$120,000 already saved  
**65%**  
is from families on the free and reduced lunch program

“A total of more than \$120,000 in families' own money has been saved; of this, 65% is from families on the free and reduced lunch program”

More than 3,300 accounts are now open and this fall, every child entering kindergarten in the San Francisco Unified School District (4,700) will automatically start their academic career with a college savings account in his or her name. A total of more than \$120,000 in families' own money has been saved; of this, 65% is from families on the free and reduced lunch program. K2C marks a watershed in financial inclusion, providing a blueprint for public-private collaborations leading to both greater opportunity for college success and participation in the financial mainstream. Instilling the value of saving in a child as early as Kindergarten will better prepare them for the financial responsibilities that accompany college completion. College savings programs along with supportive public policies, and the know-how and incentives to implement them wisely, can create a brighter future for the next generation that includes better jobs and a stronger economy.

In 2015, President Obama appointed West Sacramento Mayor Christopher Cabaldon to serve on the national college promise board, where he has had the opportunity to review a wide range of approaches to designing a local college promise.



“The West Sacramento Home Run for Kids isn’t just a home fun for one child. It brings home shared prosperity and a strong workforce for everyone else.”

United States Conference of Mayors  
Jobs, Education and Workforce Chair,  
West Sacramento Mayor Christopher Cabaldon

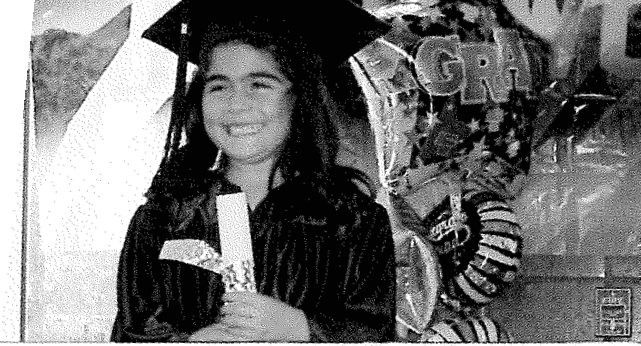


## The West Sacramento Promise

The College Savings Account Committed Yearly Funds

Component	Commitment	Administering Partners	Budget
Preschool	High-quality preschool opportunity for every 4-year old born to West Sacramento parents.	UP4WS	\$500,000
College Savings Account	\$50 college savings account for each resident preschool child, upon entering kindergarten within the Washington Unified School District, with match for family deposit.	Proposed: Your Financial Institution	\$25,000
Career-Ready Internships & Badges	Paid internship in a relevant industry setor or job type for every internship-ready WUSD resident senior enrolled enrolled and making steady progress in an integrated college and career pathway.	FutureReady/ LRNG	\$125,000
College Promise	No tuition at a local community college and a scholarship of up to \$1,000 for every West Sacramento student graduating from high school and directly enrolling full-time in a program of study at the college. Scholarship amount to be point-scaled based on badges, college completion factors, and student characteristics (e.g. length of West Sacramento residency).	Los Rios Community College District & local/regional foundation; potentially other college districts and/or universities	\$400,000





# The City of West Sacramento — Kids' Home Run —

- College Savings Account
- Career-Ready Internships & Digital Badges
- Universal Preschool



The goal of the Kids' Home Run initiative is to change the culture of the City into one where every young person is prepared for college or career while creating a more robust workforce for local employers by enhancing the City's economic development capacity and competitiveness.

The Kids' Home Run is organized temporally, so that one can envision the journey of a West Sacramento youth, starting at age four and continuing on through age 18 when they enter college and / or begin an entry level career with a local employer.

The Kids' Home Run begins with a youth's enrollment in one of the Universal Preschools for West Sacramento's (UP4WS) to receive a high-quality preschool education. Once a youth has graduated from a UP4WS preschool, they will then have access to a guaranteed college savings account when entering kindergarten within the Washington Unified School District, with the goal of a match for a family deposit. High School aged youth within the Washington Unified School District, through the Kids' Home Run program will have access to paid internships in a relevant industry sector or job-type if they are enrolled in an integrated college and career pathway and making satisfactory progress in school. Finally, through the Kids' Home Run program, every West Sacramento student graduating from High School and directly enrolling full-time in a program of study at the Sacramento City College Campus will enroll fee free, and have access to a scholarship of up to \$1,000. A system of digital badges, virtual credentials and other tools can unlock opportunities for young people will be used to track young people's progress and motivate them to work their way through the Kids' Home Run program.

## Most Livable Small City in America

Universal Preschool for West Sacramento (UP4WS) is a collaborative partnership between the City of West Sacramento, the local school district Washington Unified, the Yolo County Office of Education, First 5 CA and First 5 Yolo. In 2014 the City of West Sacramento was selected out of a pool of hundreds of applicants and won the United States Conference of Mayors City Livability Award for UP4WS in the Small City's Category (population under 100,000).



The initiative is slated to begin to be implemented in 2017 for all youth, but it was designed so that someday in the future, a West Sacramento youth person would be enrolled in every program at some point in their life.

## Community WINS Award



In 2015, the City of West Sacramento and FutureReady, a program of the West Sacramento nonprofit the West Sacramento Community Foundation, won 1st place in the small City's Category (population under 100,000) for the inaugural Wells Fargo Community WINS

award through the United States Conference of Mayors. The program that won, currently finished its pilot year guarantees paid internships for West Sacramento high school students in high-quality college and career pathways. The award includes a \$150,000 grant to support the FutureReady initiative and connect youth to internship opportunities with local employers in their field of study. In addition to student internships, FutureReady has used the money to help place teachers in externships with local companies, where they can learn about industry trends and needs, design student internships that are aligned with Common Core standards, and create real-world applications to bring their classroom instruction to life.

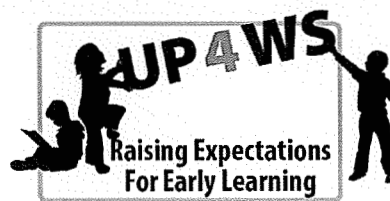
In 2015, President Obama appointed West Sacramento Mayor Christopher Cabaldon to serve on the national college promise board, where he has had the opportunity to review a wide range of approaches to designing a local college promise.



“The City of West Sacramento Kids’ Home Run isn’t just a home run for one child. It brings home shared prosperity and a strong workforce for our entire community”

United States Conference of Mayors  
Jobs, Education and Workforce Chair,  
West Sacramento Mayor Christopher Cabaldon

Component	Commitment	Administering Partners
Universal Preschool	High-quality preschool opportunity for every 4-year old born to West Sacramento parents.	City of West Sacramento / Universal Preschool for West Sacramento (UP4WS)
College Savings Account	\$50 college savings account for each resident preschool child, upon entering kindergarten within the School District, and match for family deposit.	Local financial institution
Career-Ready Internships & Digital Badges	Paid internship in a relevant industry setor or job type for every internship-ready young person in the school district enrolled and making steady progress in an integrated college and career pathway	FutureReady / LRNG
College Promise	No tuition at a local community college and a scholarship of up to \$1,000 for every West Sacramento student graduating from high school and directly enrolling full-time in a program of study at the college.  Scholarship amount to be point-scaled based on badges, college completion factors, and student characteristics (e.g. length of West Sacramento residency).	Los Rios Community College District & local / regional foundation; potentially other college districts and / or universities



MEETING DATE: April 19, 2017

ITEM # 19

## SUBJECT:

**CONSIDERATION OF OPPOSE POSITION ON AB 1250 (JONES-SAWYER) RELATED TO STATE  
LIMITATIONS ON CITIES AND COUNTIES CONTRACTING FOR SERVICES**

## INITIATED OR REQUESTED BY:

## REPORT COORDINATED OR PREPARED BY:

Jon Robinson, Deputy City Manager

[ ] Council [X] Staff

[ ] Other



Amanda Berlin, Assistant City Manager

ATTACHMENT [X] Yes [ ] No [X] Information [ ] Direction [ ] Action

**OBJECTIVE**

The purpose of this report is to facilitate the Council's consideration of an oppose position on Assembly Bill (AB) 1250 (Jones-Sawyer), which would place substantial limitations on the ability of cities and counties to contract for professional services.

**RECOMMENDED ACTION**

Staff recommends that the Council authorize the Mayor or his designee to sign and deliver oppose letters in substantially the form shown in Attachment 1, to transmit those letters to the Legislature, and to take any and all other actions necessary to oppose this bill, including but not limited to speaking to legislators, writing additional letters, and joining coalitions in opposition to the bill.

**BACKGROUND**

Under current law, the solicitation of construction contracts are governed by detailed state-wide standards, but cities and counties have broad authority to let contracts with providers of professional services such as economists, lawyers, engineers, and accountants subject to their own internal procurement guidelines. Local jurisdictions, including the City, use this flexibility to enter into contracts for a variety of services when specialized expertise is necessary in order to deliver optimal results for the community.

AB 1250 would place substantial new conditions on cities' and counties' ability to procure professional services, including:

- The jurisdiction must demonstrate that the contract will result in a cost savings
- The contract does not cause the displacement of city/county employees
- The city/county must provide an orientation to the employees of the contractor
- Mandatory economic and environmental analyses for each contract over \$100,000
- Legislatively-mandated contractual provisions for municipal professional services contracts
- Legislatively-mandated public disclosures about the contract

The League of California Cities has taken an opposed position to AB 1250. The bill text is included as Attachment 2.

**ANALYSIS**

Most local governments, including the City of West Sacramento, address service delivery challenges creatively and with the best interests of their residents firmly in mind. The City has always valued its workforce and consistently taken steps to assure that City employees are treated fairly in terms of their working conditions, compensation, and utilization. As a result, the City has a long history of respectful relationships both with the unions that represent many of the City's staff members, and with its unrepresented employees.

While many City functions are appropriately staffed with City employees, some situations demand specialized expertise that would be infeasible to maintain within the City staff itself. Examples include the City' flood control

program, which depends upon highly-specialized engineering consultants to assure the safety and legal adequacy of proposed improvements; the City's community investment efforts, which have been aided by private land economists; and the City's public finance program, which utilizes expert legal and financial

consultants to assist staff in the prudent and legally-compliant utilization of bonding and other tools to finance critical City infrastructure.

These, and other situations where the City utilizes consultants, are frequently high-stakes endeavors the successful delivery of which demands consultation with the best available experts in specialized fields. The City has always used this flexibility responsibly, both to address situations where the necessary expertise is unavailable (as noted above) and to efficiently handle business lines that are inefficient to enter (such as refuse collection) or subject to market fluctuation (e.g. plan checking). The result has been an efficient, effective local government and innumerable quality of life improvements for residents following the City's incorporation.

AB 1250 creates numerous barriers to the very types of agreement that are critical for the City to continue responding to local government challenges efficiently, with no discernable benefit to the City. Specifically, the bill would:

- Functionally prevent some contracts that would benefit the City, creating unknown but potentially substantial costs to the City;
- Create significant cost and workload requirements through mandatory notices, analyses, and orientations for contractor employees;
- Create burdensome new reporting requirements as a precondition to entering into or renewing a contract; and
- Apply joint and several liability for the acts or omissions of the contractor while providing service to the local jurisdiction.

While AB 1250 seems aimed at precluding wholesale contracting out of traditional municipal staff responsibilities, this has never been an issue in West Sacramento, and the measures recommended in this bill would predictably result in enormous cost increases and efficiency losses in jurisdictions throughout the state.

#### Commission Recommendation

N/A

#### Strategic Plan Integration

Preserving the City's ability to responsibly contract for services is supportive of multiple Top Priority Strategic Plan action items, including Flood Protection, Streetcar Development, and Bridges Infrastructure, and is also integral to the City's mission to provide Quality Municipal Services.

#### Alternatives

The Council's primary alternatives are noted below:

1. Authorize the Mayor or his designee to sign and deliver oppose letters in substantially the form shown in Attachment 1, to transmit those letters to the Legislature, and to take any and all other actions necessary to oppose this bill, including but not limited to speaking to legislators, writing additional letters, and joining coalitions in opposition to the bill.
2. Decline to authorize an oppose position on AB 1250
3. Direct staff to return with more information at a future date.

Alternative 1 is staff's recommendation. Staff does not recommend Alternative 2, because of the potentially significant negative impact to the City if this bill is enacted. Staff is prepared to implement Alternative 3 at the Council's direction; however, it should be noted that the City's ability to exert influence on this bill is subject to

the State's legislative calendar, and may wane with the passage of time if the bill moves forward in the Legislature.

Coordination and Review

This report was coordinated with the City Attorney, the City's state legislative advocate, and the Administrative Services Department.

Budget/Cost Impact

The actions recommended in this report do not have a direct financial impact; however, enactment of AB 1250 would create substantial and negative financial impacts on the City. The actions recommended in this report are intended to help the City avoid those costs.

**ATTACHMENT**

1. Draft Oppose Letter
2. AB 1250 Text



April 19, 2017

The Honorable Reginald Jones-Sawyer, Sr.  
California State Assembly  
State Capitol Building, Room 2117  
Sacramento, CA 95814  
VIA FAX: 916-319-2159

**RE: AB 1250 (Jones-Sawyer). Counties and Cities: Contracts for Personal Services.  
Notice of Opposition (as amended 04/07/17)**

Dear Assembly Member Jones-Sawyer:

The City of West Sacramento respectfully opposes your Assembly Bill (AB) 1250, which effectively eliminates almost all contracting services for cities and counties.

As amended, AB 1250 places substantial burdens on local agencies by adding onerous, over-prescriptive and unnecessary requirements that impede on local control and have significant impacts on local governance. Specifically AB 1250:

**Creates Significant Cost and Workload Requirements**

AB 1250 eliminates local agency hiring discretion by limiting a local agencies' ability to utilize a contract for the *sole purpose of cost savings through salaries and benefits*. This creates a significant hurdle as many local agencies continue to struggle financially and have not achieved the same level of economic prosperity compared to pre-2008 recession levels. Unemployment rates remain high in certain areas, agencies are at a near breaking point on their unfunded actuarial liability (UAL) and normal pension costs and some communities remain in significant financial difficulty.

Moreover, AB 1250 requires that the agency provide an orientation to contracted employees. Last year, AB 2835 (Cooper) which mandated that public employers must provide an orientation to their own employees was tagged at *\$350 million in ongoing costs* by the California department of Finance. Having a local agency provide an additional orientation to non-city employees create significant cost and logistical concerns.

Additionally, there are real and significant privacy concerns about posting full names, job titles and salaries of *non-city employees*. AB 1250 would require a city to create a new, fully searchable database that must be posted on the city website which will include substantive and sensitive information including the names, job titles, salary of each contracted employee (and subcontractors) and services of the contract, the name of the agency department or division of the city who manages the contract.

**Creates a series of new and burdensome reporting requirements prior to entering or renewing a contract**

AB 1250 would require a city, before entering a contract or renewing a contract, to perform a full economic analysis of the potential impacts of outsourcing, including the impact on local businesses if consumer spending power is reduced (among other factors). AB 1250 mandates a city to conduct a full environmental impact analysis caused by contracting for the services. Further, the measure forces a city

to conduct an annual audit of each contract and prohibits a city from renewing or granting a new contract before the report is released and considered by the council.

**Increased Litigation to Local Agencies**

AB 1250 applies joint and several liability for employment law violations arising from performance of the contractor as well as torts committed by the contractor or any of its subcontractors in the course of providing services under the contract would place overly restrictive requirements on cities and potentially open that agency up to litigation.

The City of West Sacramento has a long history of respectful relationships with both represented and unrepresented employees. The City has responsibly managed private contracts to deliver efficient and effective governance to West Sacramento residents and businesses.

The workload, privacy concerns, costs and potential litigation created by this measure would jeopardize the gains the City has made since incorporation by placing a significant burden on nearly every city department and creating a de facto ban on virtually all contracting services.

For these reasons the City of West Sacramento **Opposes** Assembly Bill 1250.

Sincerely,

Christopher L. Cabaldon  
Mayor

cc: Assemblymember Kevin McCarty, District 7  
Dr. Richard Pan, State Senator, District 6  
Michael Bolden, Chief Consultant, Assembly Committee Public Employees, Retirement, and Social Security  
Joshua White, Consultant, Assembly Republican Caucus  
Camille Wagner, Legislative Secretary, Office of Governor Edmund G. Brown Jr.  
Meg Desmond, League of California Cities



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AB-1250 Counties and cities: contracts for personal services. (2017-2018)

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Date Published: 04/04/2017 09:00 PM

AMENDED IN ASSEMBLY APRIL 04, 2017

CALIFORNIA LEGISLATURE— 2017–2018 REGULAR SESSION

**ASSEMBLY BILL****No. 1250****Introduced by Assembly Member Jones-Sawyer****February 17, 2017**

An act to ~~amend Section 31000 of~~ add Sections 31000.10, 31000.11, 37103.1, and 37103.2 to the Government Code, relating to ~~county contracts,~~ local government.

**LEGISLATIVE COUNSEL'S DIGEST**

AB 1250, as amended, Jones-Sawyer. ~~Counties: special services contracts.~~ Counties and cities: contracts for personal services.

Existing law authorizes the board of supervisors of a county to contract for special services on behalf of various public entities with persons who are specially trained, experienced, expert, and competent to perform the special services, as prescribed. These services include financial, economic, accounting, engineering, legal, and other specified services. Existing law also authorizes legislative bodies of cities to contract with any specially trained and experienced person, firm, or corporation for special services and advice in financial, economic, accounting, engineering, legal, or administrative matters.

This bill would establish specific standards for the use of personal services contracts by counties and cities. Beginning January 1, 2018, the bill would allow a county or county agency, or a city, to contract for personal services currently or customarily performed by county employees, as applicable, when specified conditions are met. Among other things, the bill would require the county or city to clearly demonstrate that the proposed contract will result in actual overall costs savings to the county or city and also to show that the contract does not cause the displacement of county or city workers. The bill would require a contract entered into under these provisions to specify that it may be terminated upon material breach, if notice is provided, as specified. Additionally, the bill would require the county or city to provide an orientation to employees of the contractor who would perform services pursuant to the contract, and would establish liability provisions for employment law violations and torts committed in the course of providing services under contract, among other conditions. The bill would impose additional disclosure requirements for contracts exceeding \$100,000 annually, would exempt certain types of contracts from its provisions, and would require each county or city to maintain on its Internet Web site a searchable database of all of its contracts exceeding \$100,000. By placing new duties on local government agencies, the bill would impose a state-mandated local program.

*The bill also would provide that its provisions are severable.*

*The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.*

*This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.*

~~Existing law authorizes a county board of supervisors to contract for special services on behalf of specified public entities.~~

~~This bill would make nonsubstantive changes to that provision.~~

Vote: majority Appropriation: no Fiscal Committee: ~~no~~yes Local Program: ~~no~~yes

## THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

**SECTION 1.** *Section 31000.10 is added to the Government Code, to read:*

**31000.10.** *The purpose of this section and Section 31000.11 is to establish standards for the use of personal services contracts by counties.*

*(a) If otherwise permitted by law, a county or county agency may contract for personal services currently or customarily performed by county employees when all the following conditions are met:*

*(1) The board of supervisors or county agency clearly demonstrates that the proposed contract will result in actual overall cost savings to the county for the duration of the entire contract as compared with the county's actual costs of providing the same services, provided that:*

*(A) In comparing costs, there shall be included the county's additional cost of providing the same service as proposed by a contractor. These additional costs shall include the salaries and benefits of additional staff that would be needed and the cost of additional space, equipment, and materials needed to perform the function.*

*(B) In comparing costs, there shall not be included the county's indirect overhead costs unless these costs can be attributed solely to the function in question and would not exist if that function was not performed in county service. Indirect overhead costs shall mean the pro rata share of existing administrative salaries and benefits, rent, equipment costs, utilities, and materials.*

*(C) In comparing costs, there shall be included in the cost of a contractor providing a service any continuing county costs that would be directly associated with the contracted function. These continuing county costs shall include, but not be limited to, those for inspection, supervision, and monitoring.*

*(2) Proposals to contract out work shall not be approved solely on the basis that savings will result from lower contractor pay rates or benefits. Proposals to contract out work shall be eligible for approval if the contractor's wages are at the industry's level and do not significantly undercut county pay rates.*

*(3) The contract does not cause the displacement of county employees. "Displacement" includes layoff, demotion, involuntary transfer to a new class, involuntary transfer to a new location requiring a change of residence, and time base reductions. "Displacement" does not include changes in shifts or days off or reassignment to other positions within the same class and general location.*

*(4) The contract does not cause vacant positions in county employment to remain unfilled.*

*(5) The contract does not adversely affect the county's affirmative action efforts.*

*(6) The savings shall be large enough to ensure that they will not be eliminated by private sector and county cost fluctuations that could normally be expected during the contracting period.*

*(7) The amount of savings clearly justifies the size and duration of the contracting agreement.*

*(8) The contract is awarded through a publicized, competitive bidding process. The county shall reserve the right to reject any and all bids or proposals.*

(9) The contract includes specific provisions pertaining to the qualifications of the staff that will perform the work under the contract, as well as assurance that the contractor's hiring practices meet applicable nondiscrimination, affirmative action standards.

(10) The potential for future economic risk to the county from potential contractor rate increases is minimal.

(11) The contract is with a firm. "Firm" means a corporation, partnership, nonprofit organization, or sole proprietorship.

(12) The potential economic advantage of contracting is not outweighed by the public's interest in having a particular function performed directly by county government. Before executing a contract for personal services under this section, the county shall demonstrate that outsourcing the particular functions at issue is in the public interest, addressing the cost of the contract, the cost of administering the contract, the effect on the quality of services provided to the public, and any other relevant circumstances.

(13) The contract shall provide that it may be terminated at any time by the county without penalty if there is a material breach of the contract and notice is provided at least 30 days before termination.

(14) The county shall provide an orientation to employees of the contractor who will perform services pursuant to the contract. The orientation shall include, but is not limited to, all of the following:

(A) A description of the services to be provided pursuant to the contract.

(B) A description of the function and goals of the public agency responsible for providing the services in the absence of the contract.

(C) Any applicable rules governing provision of the services and how the employee may report violations of applicable rules or contractual requirements.

(15) The county shall be jointly and severally liable with the contractor and any of its subcontractors for:

(A) Employment law violations arising from performance of the contract, unless otherwise provided by a bona fide collective bargaining agreement covering the affected employees.

(B) Torts committed by the contractor or its subcontractors in the course of providing services under the contract.

(16) If the contract is for personal services in excess of one hundred thousand dollars (\$100,000) annually, all of the following shall occur:

(A) The county shall require the contractor to disclose all of the following information as part of its bid, application, or answer to a request for proposal:

(i) A description of all charges, claims, or complaints filed against the contractor with any federal, state, or local administrative agency during the prior 10 years.

(ii) A description of all civil complaints filed against the contractor in any state or federal court during the prior 10 years.

(iii) A description of all state or federal criminal complaints or indictments filed against the contractor, or any of its officers, directors, or managers, at any time.

(iv) A description of any debarments of the contractor by any public agency or licensing body at any time.

(v) The total compensation, including salaries and benefits, the contractor provides to workers performing work similar to that to be provided under the contract.

(vi) The total compensation, including salaries, benefits, options, and any other form of compensation, provided to the five highest compensated officers, directors, executives, or employees of the contractor.

(vii) Any other information the county deems necessary to ensure compliance with this section.

(B) Prior to entering into the contract, the county shall conduct, and make public, a study of the potential impact of outsourcing the work covered by the contract, including, but not limited to:

(i) The potential loss of employment opportunities within the county and resultant loss of income to workers.

(ii) *The economic impact on local businesses if consumer spending power is reduced as a result of reduced wages under the contract.*

(iii) *The impact on the county's ability to provide social services and the effect of any reduction in social services on county residents.*

(iv) *Any environmental impact caused by contracting for the services at issue.*

(C) *The contract shall provide that the county is entitled to receive a copy of any records related to the contractor's or any subcontractor's performance of the contract, and that any of those records shall be subject to the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1). In furtherance of this subdivision, contractors and any subcontractors shall maintain records related to performance of the contract that ordinarily would be maintained by the county in performing the same functions.*

(D) *The county shall include in the contract specific, measurable performance standards and provisions for a performance audit by the county, or an independent auditor approved by the county, to determine whether the performance standards are being met and whether the contractor is in compliance with applicable laws and regulations. The county shall not renew or extend the contract prior to receiving and considering the audit report.*

(E) *The contract shall include provisions for an audit by the county, or an independent auditor approved by the county, to determine whether and to what extent the anticipated cost savings have actually been realized. The county shall not renew or extend the contract before receiving and considering the audit report.*

(b) *This section does not preclude a county from adopting more restrictive rules regarding the contracting of public services.*

(c) *When otherwise permitted by law, the absence of any requirement of subdivision (a) shall not prevent personal services contracting when any of the following conditions are met:*

(1) *The contract is for a new county function and the Legislature has specifically mandated or authorized the performance of the work by independent contractors.*

(2) *The services contracted cannot be performed satisfactorily by county employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available among county employees.*

(3) *The services are incidental to a contract for the purchase or lease of real or personal property. Contracts under this criterion, known as "service agreements," shall include, but not be limited to, agreements to service or maintain office equipment or computers that are leased or rented.*

(4) *The legislative, administrative, or legal goals and purposes cannot be accomplished through the utilization of county employees. Contracts are permissible under this criterion to protect against a conflict of interest or to ensure independent and unbiased findings in cases where there is a clear need for a different, outside perspective. These contracts shall include, but not be limited to, obtaining expert witnesses in litigation.*

(5) *The nature of the work is such that the standards of this part for emergency appointments apply. These contracts shall conform with Section 31000.4.*

(6) *Public entities or officials need private counsel because a conflict of interest on the part of the county counsel's office prevents it from representing the public entity or official without compromising its position. These contracts shall require the written consent of the county counsel.*

(7) *The contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the county in the location where the services are to be performed.*

(8) *The contractor will conduct training courses for which appropriately qualified county employee instructors are not available, provided that permanent instructor positions in academies or similar settings shall be filled by county employees.*

(9) *The services are of such an urgent, temporary, or occasional nature that the delay incumbent in their implementation by county employees would frustrate their very purpose.*

(d) *All persons who provide services to a county under conditions constituting an employment relationship shall be employed directly by the county.*

(e) (1) Except as provided in paragraph (2), this section shall apply to all counties, including counties that have adopted a merit or civil service system.

(2) This section does not apply to a charter county formed pursuant to Section 3 of Article XI of the California Constitution.

(f) (1) This section does not apply to any contract for services described in Section 4525 or 4529.10.

(2) This section does not apply to any contract that is subject to Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code.

(3) This section does not apply to a contract for public transit services, including paratransit services, if the county's transit services are fully funded by Federal Transit Administration assistance and the county is thereby subject to the guidelines established in FTA Circular 4220.1F or any subsequent guidelines or revisions issued by the Federal Transit Administration.

(g) This section shall apply to personal services contracts entered into, renewed, or extended on or after January 1, 2018.

**SEC. 2.** Section 31000.11 is added to the Government Code, to read:

**31000.11.** (a) Each county shall maintain on its Internet Web site a searchable database of all contracts of an annual value in excess of one hundred thousand dollars (\$100,000) entered into pursuant to Section 31000.10. The database shall include, but is not limited to, the following:

(1) A description of the services provided under the contract.

(2) The name of the agency, department, or division responsible for providing the service in the absence of the contract.

(3) The name of the contractor and any subcontractors providing services under the contract.

(4) The effective and expiration dates of the contract.

(5) The annual amount paid pursuant to the contract to the contractor in the past three fiscal years and the current fiscal year, including the funding source for all amounts paid.

(6) The annual amount expected to be paid pursuant to the contract to the contractor in the next three fiscal years.

(7) The total projected cost of the contract for all fiscal years and the funding source for all amounts to be paid.

(8) The names of the employees of the contractor and any subcontractors providing services pursuant to the contract and their hourly pay rates, and the total number of full-time equivalent positions involved in performing the services under the contract.

(9) The names of any workers providing services pursuant to the contract as independent contractors and the compensation rates for such workers.

(b) The information identified in subdivision (a) shall be compiled in an annual service contractor expenditure budget accompanying the county budget, reflecting all spending on personal services contracts by the county.

**SEC. 3.** Section 37103.1 is added to the Government Code, to read:

**37103.1.** The purpose of this section and Section 37103.2 is to establish standards for the use of personal services contracts by cities.

(a) If otherwise permitted by law, a city may contract for personal services currently or customarily performed by city employees when all the following conditions are met:

(1) The city council or city agency clearly demonstrates that the proposed contract will result in actual overall cost savings to the city for the duration of the entire contract as compared with the city's actual costs of providing the same services, provided that:

(A) In comparing costs, there shall be included the city's additional cost of providing the same service as proposed by a contractor. These additional costs shall include the salaries and benefits of additional staff that would be needed and the cost of additional space, equipment, and materials needed to perform the function.

(B) In comparing costs, there shall not be included the city's indirect overhead costs unless these costs can be attributed solely to the function in question and would not exist if that function was not performed in city service. Indirect overhead costs shall mean the pro rata share of existing administrative salaries and benefits, rent, equipment costs, utilities, and materials.

(C) In comparing costs, there shall be included in the cost of a contractor providing a service any continuing city costs that would be directly associated with the contracted function. These continuing city costs shall include, but not be limited to, those for inspection, supervision, and monitoring.

(2) Proposals to contract out work shall not be approved solely on the basis that savings will result from lower contractor pay rates or benefits. Proposals to contract out work shall be eligible for approval if the contractor's wages are at the industry's level and do not significantly undercut city pay rates.

(3) The contract does not cause the displacement of city employees. "Displacement" includes layoff, demotion, involuntary transfer to a new class, involuntary transfer to a new location requiring a change of residence, and time base reductions. "Displacement" does not include changes in shifts or days off or reassignment to other positions within the same class and general location.

(4) The contract does not cause vacant positions in city employment to remain unfilled.

(5) The contract does not adversely affect the city's affirmative action efforts.

(6) The savings shall be large enough to ensure that they will not be eliminated by private sector and city cost fluctuations that could normally be expected during the contracting period.

(7) The amount of savings clearly justifies the size and duration of the contracting agreement.

(8) The contract is awarded through a publicized, competitive bidding process. The city shall reserve the right to reject any and all bids or proposals.

(9) The contract includes specific provisions pertaining to the qualifications of the staff that will perform the work under the contract, as well as assurance that the contractor's hiring practices meet applicable nondiscrimination, affirmative action standards.

(10) The potential for future economic risk to the city from potential contractor rate increases is minimal.

(11) The contract is with a firm. "Firm" means a corporation, partnership, nonprofit organization, or sole proprietorship.

(12) The potential economic advantage of contracting is not outweighed by the public's interest in having a particular function performed directly by city government. Before executing a contract for personal services under this section, the city shall demonstrate that outsourcing the particular functions at issue is in the public interest, addressing the cost of the contract, the cost of administering the contract, the effect on the quality of services provided to the public, and any other relevant circumstances.

(13) The contract shall provide that it may be terminated at any time by the city without penalty if there is a material breach of the contract and notice is provided at least 30 days before termination.

(14) The city shall provide an orientation to employees of the contractor who will perform services pursuant to the contract. The orientation shall include, but is not limited to, all of the following:

(A) A description of the services to be provided pursuant to the contract.

(B) A description of the function and goals of the public agency responsible for providing the services in the absence of the contract.

(C) Any applicable rules governing provision of the services and how the employee may report violations of applicable rules or contractual requirements.

(15) The city shall be jointly and severally liable with the contractor and any of its subcontractors for:



(A) Employment law violations arising from performance of the contract, unless otherwise provided by a bona fide collective bargaining agreement covering the affected employees.

(B) Torts committed by the contractor or any of its subcontractors in the course of providing services under the contract.

(16) If the contract is for personal services in excess of one hundred thousand dollars (\$100,000) annually, all of the following shall occur:

(A) The city shall require the contractor to disclose all of the following information as part of its bid, application, or answer to a request for proposal:

(i) A description of all charges, claims, or complaints filed against the contractor with any federal, state, or local administrative agency during the prior 10 years.

(ii) A description of all civil complaints filed against the contractor in any state or federal court during the prior 10 years.

(iii) A description of all state or federal criminal complaints or indictments filed against the contractor, or any of its officers, directors, or managers, at any time.

(iv) A description of any debarments of the contractor by any public agency or licensing body at any time.

(v) The total compensation, including salaries and benefits, the contractor provides to workers performing work similar to that to be provided under the contract.

(vi) The total compensation, including salaries, benefits, options, and any other form of compensation, provided to five highest compensated officers, directors, executives, or employees of the contractor.

(vii) Any other information the city deems necessary to ensure compliance with this section.

(B) Prior to entering into the contract, the city shall conduct, and make public, a study of the potential impact of outsourcing the work covered by the contract, including, but not limited to:

(i) The potential loss of employment opportunities within the city and resultant loss of income to workers.

(ii) The economic impact on local businesses if consumer spending power is reduced as a result of reduced wages under the contract.

(iii) The impact on the city's ability to provide social services and the effect of any reduction in social services on city residents.

(iv) Any environmental impact caused by contracting for the services at issue.

(C) The contract shall provide that the city is entitled to receive a copy of any records related to the contractor's or any subcontractor's performance of the contract, and that any such records shall be subject to the California Public Records Act (Chapter 5 (commencing with Section 6250) of Division 7 of Title 1). In furtherance of this subdivision, contractors and any subcontractors shall maintain records related to performance of the contract that ordinarily would be maintained by the city in performing the same functions.

(D) The city shall include in the contract specific, measurable performance standards and provisions for a performance audit by the city, or an independent auditor approved by the city, to determine whether the performance standards are being met and whether the contractor is in compliance with applicable laws and regulations. The legislative body shall not renew or extend the contract prior to receiving and considering the audit report.

(E) The contract shall include provisions for an audit by the city, or an independent auditor approved by the city, to determine whether and to what extent the anticipated cost savings have actually been realized. The city shall not renew or extend the contract before receiving and considering the audit report.

(b) This section does not preclude a city from adopting more restrictive rules regarding the contracting of public services.

(c) When otherwise permitted by law, the absence of any requirement of subdivision (a) shall not prevent personal services contracting when any of the following conditions are met:

(1) *The contract is for a new city function and the Legislature has specifically mandated or authorized the performance of the work by independent contractors.*

(2) *The services contracted cannot be performed satisfactorily by city employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available among city employees.*

(3) *The services are incidental to a contract for the purchase or lease of real or personal property. Contracts under this criterion, known as "service agreements," shall include, but not be limited to, agreements to service or maintain office equipment or computers that are leased or rented.*

(4) *The legislative, administrative, or legal goals and purposes cannot be accomplished through the utilization of city employees. Contracts are permissible under this criterion to protect against a conflict of interest or to ensure independent and unbiased findings in cases where there is a clear need for a different, outside perspective. These contracts shall include, but not be limited to, obtaining expert witnesses in litigation.*

(5) *The nature of the work is such that the standards of this title for emergency appointments apply. These contracts shall conform with Section 45080.*

(6) *Public entities or officials need private counsel because a conflict of interest on the part of the city attorney's office prevents it from representing the public entity or official without compromising its position. These contracts shall require the written consent of the city attorney.*

(7) *The contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the city in the location where the services are to be performed.*

(8) *The contractor will conduct training courses for which appropriately qualified city employee instructors are not available, provided that permanent instructor positions in academies or similar settings shall be filled by city employees.*

(9) *The services are of such an urgent, temporary, or occasional nature that the delay incumbent in their implementation by city employees would frustrate their very purpose.*

(d) *All persons who provide services to a city under conditions constituting an employment relationship shall be employed directly by the city.*

(e) (1) *Except as provided in paragraph (2), this section shall apply to all cities, including cities that have adopted a merit or civil service system.*

(2) *This section does not apply to a charter city formed pursuant to Section 3 of Article XI of the California Constitution.*

(f) (1) *This section does not apply to any contract for services described in Section 4525 or 4529.10.*

(2) *This section does not apply to any contract that is subject to Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code.*

(3) *This section does not apply to a contract for public transit services, including paratransit services, if the county's transit services are fully funded by Federal Transit Administration assistance and the county is thereby subject to the guidelines established in FTA Circular 4220.1F or any subsequent guidelines or revisions issued by the Federal Transit Administration.*

(g) *This section shall apply to personal services contracts entered into, renewed, or extended on or after January 1, 2018.*

**SEC. 4.** *Section 37103.2 is added to the Government Code, to read:*

**37103.2.** (a) *Each city shall maintain on its Internet Web site a searchable database of all contracts of an annual value in excess of one hundred thousand dollars (\$100,000) entered into pursuant to Section 37103.1. The database shall include, but is not limited to, the following:*

(1) *A description of the services provided under the contract.*

(2) *The name of the agency, department, or division responsible for providing the service in the absence of the contract.*

(3) *The name of the contractor and any subcontractors providing services under the contract.*

(4) *The effective and expiration dates of the contract.*

(5) *The annual amount paid pursuant to the contract to the contractor in the past three fiscal years and the current fiscal year, including the funding source for all amounts paid.*

(6) *The annual amount expected to be paid pursuant to the contract to the contractor in the next three fiscal years.*

(7) *The total projected cost of the contract for all fiscal years and the funding source for all amounts to be paid.*

(8) *The names of the employees of the contractor and any subcontractors providing services pursuant to the contract and their hourly pay rates, and the total number of full-time equivalent positions involved in performing the services under the contract.*

(9) *The names of any workers providing services pursuant to the contract as independent contractors and the compensation rates for such workers.*

(b) *The information identified in subdivision (a) shall be compiled in an annual service contractor expenditure budget accompanying the county budget, reflecting all spending on personal services contracts by the county.*

**SEC. 5.** *The provisions of this act are severable. If any provision of this act or its application is held invalid, that invalidity shall not affect other provisions or applications that can be given effect without the invalid provision or application.*

**SEC. 6.** *If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.*

~~SECTION 1 Section 31000 of the Government Code is amended to read:~~

~~31000. The board of supervisors may contract for special services on behalf of the following public entities: the county, any county officer or department, or any district or court in the county. These contracts shall be with persons specially trained, experienced, expert and competent to perform the special services. The special services shall consist of services, advice, education or training for these public entities or the employees thereof. The special services shall be in financial, economic, accounting (including the preparation and issuance of payroll checks or warrants), engineering, legal, medical, therapeutic, administrative, architectural, airport or building security matters, laundry services or linen services. The special services may include maintenance or custodial matters, if the board finds that the site is remote from available county employee resources and that the county's economic interests are served by such a contract rather than by paying additional travel and subsistence expenses to existing county employees. The board may pay from any available funds compensation as it deems proper for these special services. The board of supervisors may, by ordinance, direct the purchasing agent to enter into contracts authorized by this section within the monetary limit specified in Section 25502.5.~~

**DRAFT**

**SPECIAL MEETING OF THE  
CITY OF WEST SACRAMENTO CITY COUNCIL  
March 29, 2017  
Minutes**

The special meeting was called to order at 5:00 PM in the Council Chambers, 1110 West Capitol Avenue, West Sacramento, California. Mayor Cabaldon, Mayor Pro Tem Johannessen, and Councilmembers Sandeen and Orozco were in attendance. They were joined by Senator Pan, WUSD Trustee President Kirby-Gonzalez, Trustee Vice President Pizzotti, Trustees Wong and Alcalá, and Craig Cheslog with Common Sense Media.

Heard a welcome and introduction by the panel regarding Senate Bill 18 and a recently released report by the Right Start Commission, Rebuilding the California Dream.

A community discussion was held on issues facing children, such as access to high-quality childcare, early childhood education, and quality health and dental care.

The meeting adjourned at 7:00 PM.

\_\_\_\_\_  
Janet Chapan, Sr. Deputy City Clerk

Minutes approved as presented by a majority vote of the City Council on April 19, 2017.

\_\_\_\_\_  
Kryss Rankin, City Clerk

**REGULAR MEETING OF THE  
CITY OF WEST SACRAMENTO CITY COUNCIL,  
REDEVELOPMENT SUCCESSOR AGENCY, AND  
WEST SACRAMENTO FINANCING AUTHORITY**  
April 5, 2017  
Minutes

**DRAFT**

The closed session was called to order at 6:00 PM. There were no members of the public present. The session adjourned at 6:50 PM.

The regular meeting was called to order at 7:05 PM in the Council Chambers, 1110 West Capitol Avenue, West Sacramento, California. All members were present. Mayor Cabaldon presided.

The Pledge of Allegiance was led by Mark Zollo.

Entry No. 1

Heard General Administration Functions as follows:

Heard presentations by the public on matters not on the agenda.

Entry No. 2

Heard General Administration Functions as follows:

Councilmember Ledesma reported that the Yolo Habitat Conservancy adopted the 2017-18 budget which included funds for staffing the organization and to hire a new executive director in 2018; and received an update on the draft Conservation Plan review which has made progress with the state and the wildlife agencies, but is experiencing scheduling issues with the federal government comment period and may cause delays in the process.

Councilmember Sandeen reported that the West Sacramento Flood Control Agency received \$9 million for the state true-up and will be receiving an advance from the state for design and construction of the Southport Levee Project; continued working with Congresswoman Matsui's office and the federal lobbyist to best position the project for federal funding; and announced that the agency will likely have a groundbreaking/ribbon-cutting ceremony at the Southport project when construction begins in May.

Councilmember Sandeen continued to report that the Water Resources Association of Yolo County heard report on Yolo subsidence monitoring; heard presentation, including presentation by the Office of Emergency Services about flood response in Yolo County; and continued work on Sustainable Groundwater Management Act with a draft setting up the Joint Powers Authority for the required groundwater sustainability agency which will be presented to the City Council for review and response.

Councilmember Sandeen also reported that the Age-Friendly Advisory Committee continued work in preparing a draft plan that will be presented to the City Council; and held a listening session in the Bryte neighborhood to complete the information-gathering phase of the planning process.

In addition, Councilmember Sandeen reported that the Local Agency Formation Commission hosted a gathering of Yolo Leaders to discuss the changing national policy as it relates to local policy, impacts, and opportunities. Sacramento Mayor Steinberg was the keynote speaker in addition to speakers on topics of healthcare, immigration, environment, and infrastructure. Councilmember Sandeen represented the City and presented the closing remarks.

Councilmember Sandeen also reported that four of the City Council Members participated in a Town Hall meeting, organized by Senator Pan, on issues facing children such as access to high-quality childcare, early childhood education, and quality health and dental care. Testimony was received from fifty or more individuals on Senate Bill 18.

In conclusion, Councilmember Sandeen reported that the Sacramento-Yolo Port District Commission re-elected Commissioner Villegas for Chair and Commissioner Sandeen for Vice-Chair; approved a Purchase and Sale Agreement with Equilon Enterprises.

Councilmember Orozco reported that the Yolo County Children's Alliance, also known as the Child Abuse Prevention Council of Yolo County, provides services which includes a step-by-step program, community health centers, and family resource centers that provide food distribution and family support services. The Alliance heard a staff report regarding the upcoming strategic planning process which included enhanced and extensive stakeholder surveys and facilitated discussions to define the direction that the Alliance will move toward. Councilmember Orozco also announced that the Alliance will be hosting an event at 6:00 PM on April 21 in the Galleria.

Mayor Pro Tem Johannessen made additional remarks concerning the Age-Friendly Advisory Committee and commended Deputy City Manager Robinson and staff for preparation of the draft Implementation Plan which includes areas on the quality of life, safety, and connectivity. Of the twenty action items, decisions must be made on which items will be included for implementation, then the draft plan will be presented to the City Council.

Mayor Cabaldon reported that the Sacramento Area Council of Governments Bike Share Policy Committee, comprised of members from Sacramento, West Sacramento, Davis, and the Air Quality District, reviewed the Bike Share project and he will provide a full report as part of agenda item 12.

Mayor Cabaldon continued by commending the City Council, Yolo County Supervisor Villegas, and members of the Washington Unified School District Board for their participation in Senator Pan's Town Hall meeting. Their presentations included comments regarding activities on behalf of children in West Sacramento which showed the quality of initiatives and the leadership by presenting key accomplishments and the serious needs for children and children's rights going forward. Mayor Cabaldon also expressed pride in the community for participation.

In addition, Mayor Cabaldon reported that he participated in the Mayor's Call with the White House Infrastructure Lead concerning initial plans for Infrastructure. Items presented included infrastructure funding, regulatory streamlining, process streamlining, public/private partnerships, mostly on roads and bridges, with only a slight mention of levees. Due to not being able to charge for use, levees are not candidates for public/private partnerships. The White House requested that Mayor Cabaldon provide specific instances of challenges with federal agencies resulting in irrational outcomes.

Mayor Cabaldon also reported that he met with Senator Pan and Assembly Member McCarty concerning the state transportation package, expressing strong support for increased investment in transportation, however, suggesting that the state funding program for road rehabilitation should account for usage and not only population. For instance, West Sacramento has a higher volume of truck traffic but Davis has a higher population. According to the current program, Davis would be eligible to receive more road rehabilitation funds than West Sacramento.

Mayor Cabaldon continued to report that he met with Assembly Member McCarty concerning legislation affecting the term dates of the Sacramento-Port District Commission members.

In conclusion, Mayor Cabaldon reported on the Regional Mayors meeting where he discussed Outreach Grid, a Startup in Residence Program in conjunction with the West Sacramento Police Department, which resulted with interest by the other agencies; and the Kids' Home Run which resulted in potential partnerships in the Community College Promise, Summer STEPS internship program, and digital badging.

#### Entry No. 3

Minute Order 17-17: Appointed Andrea Lepore, as the representative of the City's Planning Commission to the Age-Friendly Advisory Committee.

MOTION: Sandeen. SECOND: Johannessen. AYES: Ledesma, Orozco, Cabaldon.

#### Entry No. 4

Minute Order 17-18: Adopted a proclamation declaring April 2017 as Child Abuse Prevention Month.

MOTION: Ledesma. SECOND: Sandeen. AYES: Johannessen, Orozco, Cabaldon.

Entry No. 5

Minute Order 17-19: Acted on the Consent Agenda as follows:

Set Wednesday, June 28, 2017 at the hour of 5:00 p.m., or as soon as possible thereafter as the matter may be heard, at the Council Chambers, 1110 West Capitol Avenue, West Sacramento, California as the time and place, when and where the Public Financing Authority will conduct a public hearing on the proposed establishment of the Enhanced Infrastructure Financing District and the Draft Infrastructure Financing Plan.

Adopted **Resolution 17-24** approving the Final Map and its associated Subdivision Improvement Agreement for Subdivision No. 5090, Newport Estates Unit 11.

Certified that a Class 1 and Class 2 exemption under California Code of Regulations, Title 14, Chapter 3, section 15301 and 15302 is the appropriate level of environmental review for California Environmental Quality Act; amended an emergency contract with Marques Pipeline, Inc. for the Fernwood Court Emergency Sewer Repair Project under time and materials with a not to exceed amount; and granted the City Manager, or his designee, authority to amend the Marques Pipeline, Inc. contract with up to 20% contingency for an amount total of \$192,000.

Certified that a Class 1 and Class 2 exemption under California Code of Regulations, Title 14, Chapter 3, section 15301 and 15302 is the appropriate level of environmental review for California Environmental Quality Act; granted the City Manager, or his designee, authority to enter into an emergency contract with Cook Engineering, Inc. for the emergency roadway reconstruction with a total of 20% contingency for a total amount not to exceed \$108,000; approved an appropriation of Road Funds (Fund 201); and directed staff to pursue reimbursement from California Disaster Assistance Act for the cost of the repairs due to recent storms.

Approved the minutes of the March 15, 2017 City Council Regular Meeting.

MOTION: Ledesma. SECOND: Orozco. AYES: Johannessen, Sandeen, Cabaldon.

Entry No. 6

Conducted the first reading of Ordinance 17-4, as amended, establishing parking meter rates. Held and closed the continued public hearing and consideration of Resolution 17-13 amending the Book of Fees to establish parking meter rates and rates for monthly off-street parking. Continued action on Resolution 17-13 and on Resolution 17-20 establishing the Mill and Central Street Monthly Parking Zone in the Bridge District to April 19, 2017 for Council consideration.

Entry No. 7

Minute Order 17-20: Heard presentation on the Voluntary I-5 Subregional Corridor Mitigation program; opened the public hearing to receive comment concerning the Nexus Study and the Supplemental Environmental Impact Report; and continued the public hearing to April 19, 2017.

MOTION: Ledesma. SECOND: Orozco. AYES: Johannessen, Sandeen, Cabaldon.

Entry No. 8

Received information and provided staff with comments and direction pertaining to the draft Broadband Infrastructure Assessment and Action Plan and next steps.

Entry No. 9

Minute Order 17-21: Waived the first reading and read by title and number only Ordinance 17-5 amending Section 8.03.070 of the West Sacramento Municipal Code concerning hotel inspections; adopted **Resolution 17-26** accepting the hotel inspection, evaluation, and grading criteria; and directed staff to return to City Council for the second reading of Ordinance 17-5 on May 10, 2017.

MOTION: Sandeen. SECOND: Orozco. AYES: Johannessen, Ledesma, Cabaldon.

Entry No. 10

Minute Order 17-22: Authorized the City Manager, or his designee, to negotiate an agreement for bike share services; and authorized the Mayor to approve and execute an agreement for bike share services with LimeBike.

MOTION: Johannessen. SECOND: Orozco. AYES: Ledesma, Sandeen, Cabaldon.

Entry No. 11

Minute Order 17-23: Authorized the Mayor, or his designee, to sign support letters in substantially the form shown, transmit those letters to the Legislature, and to take any and all other actions necessary to support the bills including but not limited to speaking to legislators, writing additional letters, and joining coalitions in support of the bills; and adopted **Resolution 17-29**, as amended by Council, declaring that the City will not participate in the federal Immigration and Customs Enforcement (ICE) 287(g) program.

MOTION: Ledesma. SECOND: Orozco. AYES: Johannessen, Sandeen, Cabaldon.

Entry No. 10

Heard General Administration Function, Part II.

Assistant City Manager Berlin announced the Bayer Crop Science Open House will be held on April 6 beginning at 4:00 PM; the Greater Sacramento Certified Champions Program will be held on April 7 at 8:00 AM and includes breakfast at 7:30 AM; and the West Sacramento Fire Department Badge Pinning and Awards Ceremony will be held in the Galleria on April 17 at 5:00 PM.

City Manager Tuttle announced that Economic Development & Housing Senior Program Manager Diane Richards was presented with the Manager of the Year Award; Police Chief McDonald announced that Lieutenant Robert Strange has been named as the Deputy Police Chief; and the West Sacramento Police Department Boxing Camp will hold its recognition ceremony on April 13 at 550 Jefferson Boulevard.

Public Report of Closed Session

Conference with Legal Counsel – Significant Exposure to Litigation - GC §54956.9(b): 1  
No action taken.

Conference with Real Property Negotiator – GC §54956.8

Negotiating Parties: Mark Zollo (City); Jeff Hodson (Consolidated Communications Lease)

Property: City conduit along 5<sup>th</sup> Street, McGowan Bridge, and Village Parkway

Under Negotiation: Price and Terms

No action taken.

Conference with Labor Negotiator – GC § 54957.6

Agency Negotiator: Phil Wright

Employee Organization: Firefighter's Association/Local 522; Police Officer's Association; Management Group; Specialists & Professionals; Confidential

No action taken.

The meeting adjourned at 11:48 PM.

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Kryss Rankin, City Clerk

Minutes approved as presented by a majority vote of the City Council on April 19, 2017.

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Kryss Rankin, City Clerk



MEETING DATE: April 19, 2017

ITEM # 20

**SUBJECT:**


**PUBLIC HEARING AND CONSIDERATION OF RESOLUTION 17-28 AUTHORIZING EXECUTION OF THE JOINT EXERCISE OF POWERS AGREEMENT ESTABLISHING THE YOLO SUBBASIN GROUNDWATER AGENCY**

**INITIATED OR REQUESTED BY:**

Council     Staff  
 Other

**REPORT COORDINATED OR PREPARED BY:**

Paulina Benner, Environmental Services Manager

  
 Denix Anbiah, Director of Public Works
ATTACHMENT     Yes     No Information Direction Action**OBJECTIVE**

This item seeks Council approval of Resolution 17-28 authorizing the City to execute a Joint Exercise of Powers Agreement (Agreement) establishing the Yolo Subbasin Groundwater Agency (Agency), which will meet the City's obligation to become or participate in a Groundwater Sustainability Agency under the Sustainable Groundwater Management Act.

**RECOMMENDED ACTION**

It is respectfully recommended that the City Council:

1. Hold a public hearing on Resolution 17-28 authorizing execution of the Joint Exercise of Powers Agreement establishing the Yolo Subbasin Groundwater Agency; and
2. Adopt Resolution 17-28 authorizing execution of the Joint Exercise of Powers Agreement establishing the Yolo Subbasin Groundwater Agency; and
3. Authorize the City Manager to approve the final Agreement exhibits provided there are no material changes.

**BACKGROUND**

On September 16, 2014, Governor Jerry Brown signed into law a three-bill legislative package, composed of AB 1739 (Dickinson), SB 1168 (Pavley), and SB 1319 (Pavley), collectively known as the Sustainable Groundwater Management Act (SGMA). These bills enacted statewide standards intended to protect groundwater elevations, quality, and surface water-groundwater interactions.

Among various requirements, the SGMA calls for the establishment of a Groundwater Sustainability Agency (GSA) to be formed by a local agency or a combination of local agencies by July 1, 2017. This entity will be required to develop a Groundwater Sustainability Plan (GSP) by January 31, 2020, and will have certain responsibilities and authorities including;

- Defining an appropriate and acceptable definition of local groundwater sustainability and determining the need for groundwater management.
- Preparing and adopting a Groundwater Sustainability Plan along with implementing rules and regulations.
- Proposing and updating fees in order to implement the locally adopted Groundwater Sustainability Plan.
- Monitoring compliance and enforcement of the Groundwater Sustainability Plan.

In late 2014, the Water Resources Association of Yolo County (WRA), of which the City is a member, requested support from its member agencies of its effort to become the planning forum for development of a groundwater sustainability agency. The WRA, having been critically involved in water resource planning in Yolo County for over twenty years and actively engaged in the SGMA legislation, was the logical choice for this endeavor. The City formalized support of the WRA acting as the GSA planning forum when the City Council adopted Resolution 15-5 on January 28, 2015. Also in 2015, the WRA partnered with the Yolo County Farm Bureau for SGMA implementation in Yolo County. In April 2016, all eligible GSAs, which are local public agencies that have water supply, water management, or land use responsibilities within the Yolo Subbasin, including the City, created a Working Group to begin development of a Joint Powers Authority Agreement and to form the Yolo Subbasin Groundwater Agency.

## **ANALYSIS**

Over the past year, the Working Group agreed to the following for developing the Yolo Subbasin Groundwater Agency (Agency) and ultimately, a Groundwater Sustainability Plan (GSP):

1. Consolidation of the four Bulletin 118 groundwater subbasins into a county-wide Yolo Subbasin;
2. Formation of Management Areas based on defined hydrogeological characteristics of the subbasin;
3. Merging of the WRA with the Yolo Subbasin Groundwater Agency;
4. Creation of a governance structure that maintains governance at the lowest level and preserves existing authorities and jurisdictions of local agencies;
5. Establishment of a one vote per entity voting structure, and a fee allocation based roughly on existing WRA-dues and the estimated administrative and planning costs of developing a GSP;
6. Inclusion of Affiliated Parties (non-eligible-GSA entities) through a Memorandum of Understanding (MOU) with the Agency;
7. Review and adjustment of the Agreement in the first two years, if necessary; and
8. Development of water balances for each participating entity to assess overall sustainability.

These principles have either been incorporated into the proposed Agreement or will be used in the development of the GSP. The GSP will outline how the Agency will achieve the groundwater sustainability goal for the Yolo Subbasin within 20 years of implementation of the plan and will include measurable objectives as well as interim 5-year milestones that can be reviewed, assessed and modified as necessary.

The Agency membership will be comprised of the eligible entities, local agencies as defined by SGMA, located in the subbasin, which includes the Cities of Davis, West Sacramento, Winters and Woodland, Yolo County, the Yolo County Flood Control and Water Conversation District, Dunnigan Water District, Esparto CSD, Madison CSD, Yocha Dehe Wintun Nation and Reclamation Districts 108, 787 and 2035. Non-eligible entities, listed in the Agreement as Affiliated Parties, are not eligible entities under the strict definition in Water Code §10724, but do have water supply, water management or land use authority, will be invited to sign a memorandum of understanding with the Agency. Current affiliated parties include California American Water Company (Dunnigan), Colusa Drain Mutual Water Company, Environmental Party (to be determined), University of California, Davis, and the Yolo County Farm Bureau. Other entities may request to be included as an Affiliated Party, subject to Agency Board of Directors (Board) approval by supermajority vote. Each eligible entity and affiliate party will have a voting seat on the Board and will need to appoint a primary and an alternate Board Director. Eligible entities and Affiliated Parties may voluntarily leave the Agency and are also subject to involuntary removal by the Board for noncompliance. Eligible entities that leave the Agency will be required by the SGMA to form an individual GSA and develop an individual GSP.

To meet the June 30, 2017 deadline set by the SGMA for GSA development, the City must hold a public hearing, as required by Water Code §10723(b), approving and authorizing execution of the Agreement. The proposed Agreement, attached to this report, has been reviewed and approved by each eligible entity's legal counsel and the staff involved in the Working Group. The Agreement exhibits are still in draft form as the final list of participating agencies and the related fee structure are still pending. Even if the final list of participating entities ends up with less entities than in the draft, the proposed fees listed in Exhibit D of the Agreement will remain the same for the confirmed participating entities, such as the City. Staff is requesting that the Council authorize the City Manager to approve the final exhibits provided there are no material changes.

As indicated in the budget/cost impact section of this report, City participation in the Agreement costs significantly less than the cost to form an individual GSA and develop an individual GSP. For that reason and because the WRA has the most knowledge and experience with the SGMA and groundwater monitoring, staff recommends that the City execute the Agreement to establish and become part of the Yolo Subbasin Groundwater Agency instead of taking the individual approach.

### **Commission Recommendation**

The Agreement was presented at the April 10, 2017 Environment and Utilities Commission meeting where staff requested the Commission's support of the recommendation to the City Council to execute the Agreement establishing the Yolo Subbasin Groundwater Agency. The Commission approved a motion supporting this recommendation.

Strategic Plan Integration

Entering the Agreement to establish the Yolo Subbasin Groundwater Agency supports the Council's 2008 High Priority Policy: Green and Sustainable Community Strategy.

Alternatives

While it is recommended that the City Council adopt Resolution 17-28 authorizing execution of the Agreement establishing the Yolo Subbasin Groundwater Agency, Council could choose not to adopt the resolution, requiring that the City then form an individual Groundwater Sustainability Agency.

Coordination and Review

This report and the attached Agreement were coordinated with the Finance Division, the City Manager's Office, and WRA and reviewed by the City Attorney.

Budget/Cost Impact

Participation in the Agreement will include a \$40,000 annual fee paid to the WRA for their work to develop the GSP and administer the Agency. The City's current membership dues of \$25,500 and groundwater monitoring fee of \$956.00 will be applied to this fee with a remaining balance due of \$13,544. The fee, which is due next fiscal year, will be recorded in the Contribution to Other Agency budget object code of the Water Operating fund and is included in the upcoming budget request. This fee amount is proposed for the first two years where the bulk of the work will be completed after which time the Agreement re-opener clause will allow for revision of the fee structure. It is expected that ongoing costs will be less than the initial start-up costs. If the City chose to start an independent GSA and GSP, cost estimates from other localities are anywhere from \$50,000 to \$565,000 for GSA management and \$500,000 to \$1.65M for GSP development.

**ATTACHMENT**

- 1) Resolution 17-28
- 2) Joint Exercise of Powers Agreement establishing the Yolo Subbasin Groundwater Agency with draft Exhibits

**RESOLUTION 17-28**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF WEST SACRAMENTO AUTHORIZING EXECUTION OF  
THE JOINT EXERCISE OF POWERS AGREEMENT ESTABLISHING  
THE YOLO SUBBASIN GROUNDWATER AGENCY**

**WHEREAS**, the California Legislature has adopted, and the Governor has signed into law, the Sustainable Groundwater Management Act of 2014 ("SGMA"), which authorizes local agencies to manage groundwater in a sustainable fashion; and

**WHEREAS**, the City of West Sacramento ("City") is a local agency, as defined by SGMA, duly organized and validly existing under the Constitution and laws of the State of California; and

**WHEREAS**, in order to exercise the authority granted in SGMA, a local agency or combination of local agencies must elect to become or form a groundwater sustainability agency ("GSA"); and

**WHEREAS**, the City overlies the Yolo Subbasin of the Sacramento Valley Groundwater Basin (designated as subbasin 5-21.67 by the California Department of Water Resources) ("Subbasin") and is committed to the sustainable management of the Subbasin; and

**WHEREAS**, the City, upon authorization of its City Council, may, pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code ("JPA Act"), enter into a joint exercise of powers agreement to jointly exercise any power common to the contracting parties; and

**WHEREAS**, the City has negotiated, with other public agencies and interested parties, the terms of a Joint Exercise of Powers Agreement Establishing the Yolo Subbasin Groundwater Agency ("JPA Agreement") to be executed by the Members listed in Exhibit A of the JPA Agreement ("Members"); and

**WHEREAS**, each of the Members is a "public agency" as defined in Government Code § 6500; and

**WHEREAS**, the JPA Agreement provides that the Yolo Subbasin Groundwater Agency ("Agency") will be a public entity separate and apart from the parties to the JPA Agreement and that the debts, liabilities, and obligations of the Agency will not be the debts, liabilities, or obligations of the Members; and

**WHEREAS**, the City Council of the City of West Sacramento has determined that approval and execution of the JPA Agreement is in the City's best interest and in the public interest; and

**WHEREAS**, adoption of this resolution does not constitute a "project" under California Environmental Quality Act Guidelines Section 15378(b)(5), including organization and administrative activities of government, because there would be no direct or indirect physical changes in the environment as a result of this action.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of West Sacramento that:

1. The JPA Agreement is hereby approved and the Mayor of the City Council is hereby authorized to execute the JPA Agreement on behalf of the City.

2. The City Clerk is hereby authorized and directed to attest the signature of the authorized signatory, and to affix and attest the seal of the City, as may be required or appropriate in connection with the execution and delivery of the JPA Agreement.

3. The City Manager, or his or her designee, is authorized and directed to take all action appropriate and necessary to implement the terms and conditions of the JPA Agreement.

**PASSED AND ADOPTED** this 19<sup>th</sup> day of April, 2017 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

\_\_\_\_\_  
Christopher L. Cabaldon, Mayor

**ATTEST:**

\_\_\_\_\_  
Kryss Rankin, City Clerk

**JOINT EXERCISE OF POWERS AGREEMENT  
ESTABLISHING THE YOLO SUBBASIN GROUNDWATER AGENCY**

THIS AGREEMENT is entered into and effective this \_\_\_\_\_ day of \_\_\_\_\_, 2017 (“**Effective Date**”), pursuant to the Joint Exercise of Powers Act, Cal. Government Code §§ 6500 *et seq.* (“**JPA Act**”) by and among the entities listed in Exhibit A attached hereto and incorporated herein (collectively “**Members**”).

**RECITALS**

A. On August 29, 2014, the California Legislature passed comprehensive groundwater legislation contained in SB 1168, SB 1319 and AB 1739. Collectively, those bills, as subsequently amended, enacted the “Sustainable Groundwater Management Act” (“SGMA”). Governor Brown signed the legislation on September 16, 2014 and it became effective on January 1, 2015.

B. Each of the Members and Affiliated Parties overlies the Yolo Subbasin of the Sacramento Valley Groundwater Basin, California Department of Water Resources Basin No. 5-21.67 as its boundaries may be modified from time to time in accordance with Cal. Water Code Section 10722.2 (“Subbasin”).

C. Each of the Members is authorized by SGMA to become, or participate in, a Groundwater Sustainability Agency under SGMA through a joint exercise of powers agreement.

D. The Members desire, through this Agreement, to form the Yolo Subbasin Groundwater Agency, a separate legal entity, for the purpose of acting as the Groundwater Sustainability Agency for the Subbasin. The boundaries of the Agency are depicted on the map attached hereto as Exhibit B and incorporated herein.

E. The mission of the Agency is to provide a dynamic, cost-effective, flexible and collegial organization to ensure compliance with SGMA within the Subbasin.

F. Subject to the reservation of authority in Article 8.5 of this Agreement, the Agency will serve a coordinating and administrative role regarding SGMA compliance within the Subbasin. Each of the Members and Affiliated Parties (or groups of Members and Affiliated Parties) will have initial responsibility for groundwater management within their respective Management Areas as delineated in the Groundwater Sustainability Plan (“GSP”) adopted by the Agency.

**THEREFORE, in consideration of the mutual promises, covenants and conditions herein set forth, the Members agree as follows:**

## ARTICLE 1: DEFINITIONS

1.1 **Definitions.** As used in this Agreement, unless the context requires otherwise, the meaning of the terms hereinafter set forth shall be as follows:

a. **"Affiliated Parties"** shall mean those entities that are legally precluded from becoming members of this Agreement but that, after entering into a memorandum of understanding with the Agency, will be granted a voting seat on the Board of Directors pursuant to the terms of this Agreement and the memorandum of understanding. The Affiliated Parties as of the Effective Date are listed in Exhibit C.

b. **"Agency"** shall mean the Yolo Subbasin Groundwater Agency established by this Agreement.

c. **"Agreement"** shall mean this Joint Exercise of Powers Agreement Establishing the Yolo Subbasin Groundwater Agency.

d. **"Board of Directors"** or **"Board"** shall mean the governing body formed to implement this Agreement as established herein.

e. **"DWR"** shall mean the California Department of Water Resources.

f. **"Effective Date"** shall be as set forth in the Preamble of this Agreement.

g. **"Groundwater Sustainability Agency"** or **"GSA"** shall mean an agency enabled by SGMA to regulate portion of the Subbasin cooperatively with all other Groundwater Sustainability Agencies in the Subbasin, in compliance with the terms and provisions of SGMA.

h. **"Groundwater Sustainability Plan"** or **"GSP"** shall have the definition set forth in SGMA.

i. **"GSA Boundary"** shall mean those lands depicted on the map shown in Exhibit B.

j. **"JPA Act"** shall mean the Joint Exercise of Powers Act, Cal. Government Code §§ 6500 et seq.

k. **"Management Area"** shall mean the areas delineated in the GSP for which Members and Affiliated Parties will have initial authority and responsibility for groundwater management in accordance with SGMA.

l. **"Member"** shall mean any of the signatories to this Agreement and "Members" shall mean all of the signatories to this Agreement, collectively. Each of the Members shall be authorized to become, or participate in, a Groundwater Sustainability Agency under SGMA.

m. “**SGMA**” shall mean the California Sustainable Groundwater Management Act of 2014 and all regulations adopted under the legislation (SB 1168, SB 1319 and AB 1739) that collectively comprise the Act, as that legislation and those regulations may be amended or supplemented from time to time.

n. “**Subbasin**” shall mean the Yolo Subbasin of the Sacramento Valley Groundwater Basin, California Department of Water Resources Basin No. 5-21.67 as its boundaries may be modified from time to time in accordance with Cal. Water Code Section 10722.2.

## **ARTICLE 2: ORGANIZING PRINCIPLES**

2.1 The Members and Affiliated Parties intend to work together in mutual cooperation to develop and implement a GSP for the Subbasin in compliance with SGMA.

2.2 To the extent any Member determines, in the future, to become a GSA separate and apart from the Agency, the Agency will allow such Member to become a GSA and the Agency will work cooperatively with such Member to coordinate implementation of SGMA within the Subbasin.

2.3 The Members intend through this Agreement to obtain cost-effective consulting services for the development and implementation of a GSP, in particular for the development of water balances.

## **ARTICLE 3: FORMATION, PURPOSE AND POWERS**

3.1 **Recitals:** The foregoing recitals are incorporated by reference.

3.2 **Certification.** Each Member certifies and declares that it is a legal entity that is authorized to be a party to a joint exercise of powers agreement and to contract with each other for the joint exercise of any common power under Article 1, Chapter 5, Division 7, Title 1, of the Government Code, commencing with section 6500 or other applicable law including but not limited to Cal. Water Code § 10720.3(c).

3.3 **Creation of the Agency.** Pursuant to the JPA Act, the Members hereby form and establish a public entity to be known as the “Yolo Subbasin Groundwater Agency,” which shall be a public entity separate and apart from the Members.

3.4 **Designation.** Pursuant to Government Code § 6509, the Members hereby designate the County of Yolo for purposes of determining restrictions upon the manner of exercising the power of the Agency.

3.5 **Purposes of the Agency.** The purposes of the Agency are to:

a. Provide for the joint exercise of powers common to each of the Members and powers granted pursuant to SGMA (subject to the restrictions contained in this Agreement);



- b. Cooperatively carry out the purposes of SGMA;
- c. Become a GSA for purposes of management of the Subbasin in accordance with SGMA; and
- d. Develop, adopt and implement a legally sufficient GSP for the Subbasin, subject to the limitations set forth in this Agreement.

3.6 **Powers of the Agency.** To the extent authorized through the Board of Directors, and subject to the limitations set forth in this Agreement, the Agency shall have and may exercise any and all powers commonly held by the Members in pursuit of the Agency's purposes, as described in Article 3.5, including but not limited to the power:

- a. To exercise all powers granted to a GSA under SGMA;
- b. To take any action for the benefit of the Members and Affiliated Parties necessary or proper to carry out the purposes of the Agency as provided in this Agreement and to exercise all other powers necessary and incidental to the exercise of the powers set forth herein;
- c. To levy, impose and collect reasonable taxes, fees, charges, assessments and other levies to implement the GSP and/or SGMA;
- d. To borrow funds and to apply for grants and loans for the funding of activities within the purposes of the Agency;
- e. To adopt rules, regulations, policies, bylaws and procedures related to the purposes of the Agency;
- f. To sue and be sued; and
- g. To issue revenue bonds.

3.7 **Powers Reserved to Members.** Each of the Members reserves the right, in its sole and absolute discretion, to become a GSA and to exercise the powers conferred to a GSA within the Member's boundaries in accordance with Article 6.7 of this Agreement.

3.8 **Relationship of Members and Affiliated Parties to Each Other.** Each Member and each Affiliated Party shall be individually responsible for its own covenants, obligations and liabilities under this Agreement. No Member or Affiliated Party shall be deemed to be the agent of, or under the direction or control of, or otherwise have the right or power to bind, any other Member or Affiliated Party without the express written consent of the Member or Affiliated Party.

3.9 **Term.** This Agreement shall be effective as of the Effective Date and shall remain in effect until terminated in accordance with Article 6.5 of this Agreement.

3.10 **Boundaries of the Agency.** The geographic boundaries of the Agency and that portion of the Subbasin that will be managed by the Agency pursuant to SGMA are depicted in Exhibit B.

3.11 **Role of Members and Affiliated Parties.** Each Member and Affiliated Party agrees to undertake such additional proceedings or actions as may be necessary in order to carry out the terms and intent of this Agreement. The support of each Member and each Affiliated Party is required for the success of the Agency. This support will involve the following types of actions:

a. The Members and Affiliated Parties will provide support to the Board of Directors and any third party facilitating the development of the GSP by making available staff time, information and facilities within available resources.

b. Policy support shall be provided by the Members and Affiliated Parties to either approve, or respond quickly to, any recommendations made as to funding shares, operational decisions, fare structures, and other policy areas.

c. Each Member and Affiliated Party shall contribute its share of operational fund allocations, as established and approved by the Board of Directors in the Agency's annual budget.

d. Contributions of public funds and of personnel, services, equipment or property may be made to the Agency by any Member or Affiliated Party for any of the purposes of this Agreement, provided that no repayment will be made by the Agency for such contributions in the absence of a separate written contract between the Agency and the contributing Member or Affiliated Party.

e. To the extent that Members and Affiliated Parties make personnel available to the Agency as contemplated under the provisions of Section 3.11, the Members acknowledge and agree that at all times such personnel shall remain under the exclusive control of the Member or Affiliated Party supplying such personnel. The Agency shall not have any right to control the manner or means in which such personnel perform services. Rather, the Member or Affiliated Party supplying personnel shall have the sole and exclusive authority to do the following:

(i) Make decisions regarding the hiring, retention, discipline or termination of personnel. The Agency will have no discretion over these functions.

(ii) Determine the wages to be paid to personnel, including any pay increases. These amounts shall be determined in accordance with the Member or Affiliated Party's published publicly available pay schedule, if any, and shall be subject to changes thereto approved by its governing body.

(iii) Set the benefits of its personnel, including health and welfare benefits, retirement benefits and leave accruals in accordance with the Member or Affiliated Party's policies.

(iv) Evaluate the performance of its personnel through performance evaluations performed by a management level employee that reports directly to a representative of the Member or Affiliated Party or its governing body.

(v) Perform all other functions related to the service, compensation or benefits of any personnel assigned to perform services on behalf of the Agency.

3.12 **Employees.** The Members do not anticipate that the Agency will have any employees. However, the Agency may do any of the following:

a. Engage one or more Members or third parties to manage any or all of the business of the Agency on terms and conditions acceptable to the Board of Directors as specified in a separate written contract. To the extent that a manager is appointed, the manager shall at all times maintain exclusive control over any employees of the manager assigned to perform services under the manager's contract with the Agency, including, but not limited to, matters related to hiring, probationary periods, disciplinary action, termination, benefits, performance evaluations, salary determinations, promotions and demotions, and leave accruals.

b. The Board shall have the power to contract with competent registered civil engineers and other consultants to investigate and to carefully devise a plan or plans to carry out and fulfill the objects and purposes of SGMA, and complete a GSP.

3.13 **Participation of Affiliated Parties.** The Agency shall allow Affiliated Parties to participate in the governance of the Agency and on its Board of Directors in the same manner as Members, provided that each Affiliated Party agrees, through a memorandum of understanding ("MOU") with the Agency, to adhere to all applicable terms of this Agreement, including the payment of the Affiliated Party's assigned share of operational fund allocations, as established by the Board of Directors in the annual budget. The MOU may include provisions tailored to the unique circumstances or characteristics of the Affiliated Parties. The MOU shall also address, without limitation, the nature and extent of any obligations of the Agency to hold harmless, defend and indemnify Affiliated Parties. The designated representative of an Affiliated Party shall join the Board of Directors as soon as that Affiliated Party has entered into an MOU with the Agency. Affiliated Parties shall have the right to withdraw from participation in the governance of the Agency and on the Board of Directors, subject to the provisions of the MOU between the Agency and that Affiliated Party. Entities not listed in Exhibit C may request to be included as Affiliated Parties, and the Board of Directors shall decide whether to allow such entities to become Affiliated Parties in accordance with Article 6.1.

#### **ARTICLE 4: GOVERNANCE**

4.1 **Board of Directors.** The business of the Agency will be conducted by a Board of Directors that is hereby established and that shall be initially composed of one representative from each of the Members and one representative from each of the Affiliated Parties. Without amending this Agreement, the composition of the Board of Directors shall be altered from time to time to reflect the withdrawal or involuntary termination of any Member or Affiliated Party

and/or the admission of any new Member or Affiliated Party. Each Member and each Affiliated Party will appoint one member of the Agency Board of Directors. Each Member and each Affiliated Party may designate one alternate to serve in the absence of that Member's or Affiliated Party's appointed Director. All members of the Agency Board of Directors and all alternates will be required to file a Statement of Economic Interests (FPPC Form 700). Each Member and each Affiliated Party shall notify the Agency in writing of its designated representative on the Agency Board of Directors.

4.2 **Term of Directors.** Each member of the Agency Board of Directors will serve until replaced by the appointing Member or Affiliated Party.

4.3 **Officers.** The Board of Directors shall elect a chairperson, a vice chairperson, a secretary and a treasurer. The chairperson and vice-chairperson shall be directors of the Board and the secretary and treasurer may, but need not, be directors of the Board. The chairperson shall preside at all meetings of the Board and the vice-chairperson shall act as the chairperson in the absence of the chairperson elected by the Board. The treasurer shall meet the qualifications set out in Government Code section 6505.5 as a depository of funds for the Agency.

4.4 **Powers and Limitations.** All the powers and authority of the Agency shall be exercised by the Board, subject, however, to the rights reserved by the Members and Affiliated Parties as set forth in this Agreement.

4.5 **Quorum.** A majority of the members of the Agency Board of Directors will constitute a quorum.

4.6 **Voting.** Except as to actions identified in Article 4.7, the Agency Board of Directors will conduct all business by majority vote of those directors present. Each member of the Board of Directors will have one (1) vote. Prior to voting, the Members and Affiliated Parties shall endeavor in good faith to reach consensus on the matters to be determined such that any subsequent vote shall be to confirm the consensus of the Members and Affiliated Parties. If any Member or Affiliated Party strongly objects to a consensus-based decision prior to a vote being cast, the Members and Affiliated Parties shall work in good faith to reasonably resolve such strong objection, and, if the same is not resolved collaboratively, then the matter will proceed to a vote for final resolution under this Article 4.6 or Article 4.7, below, as applicable.

4.7 **Supermajority Vote Requirement for Certain Actions.** The following actions will require a two-thirds (2/3) vote by the directors present:

- a. Approval of the Agency's annual budget;
- b. Decisions related to the levying, imposition or collection of taxes, fees, charges and other levies;
- c. Decisions related to the expenditure of funds by the Agency beyond expenditures approved in the Agency's annual budget;
- d. Adoption of rules, regulations, policies, bylaws and procedures related to the function of the Agency;

e. Decisions related to the establishment or adjustment of the Members' or Affiliated Parties' obligations for payment of the Agency's operating and administrative costs as provided in Article 5.1;

f. Approval of a GSP;

g. Involuntary termination of a Member or Affiliated Party pursuant to Article 6.3;

h. With respect to the addition of Affiliated Parties other than those listed in Exhibit D, approval of (i) a memorandum of understanding between the Agency and any such Affiliated Parties, (ii) the addition of such Affiliated Parties to this Agreement, and (iii) a voting seat for such Affiliated Parties on the Agency Board of Directors;

i. Amendment of this Agreement; provided, however, that the provisions of Article 6.7 (Rights of Member to Become GSA in Event of Withdrawal or Termination) may be amended only by unanimous vote of the Board of Directors;

j. Modification of the funding amounts specified in Exhibit D;

k. The addition of new Members to this Agreement; and

l. Termination of this Agreement.

4.8 **Meetings.** The Board shall provide for regular and special meetings in accordance with Chapter 9, Division 2, Title 5 of Government Code of the State of California (the "Ralph M Brown Act" commencing at section 54950), and any subsequent amendments of those provisions.

4.9 **By-Laws.** The Board may adopt by-laws to supplement this Agreement. In the event of conflict between this Agreement and the by-laws, the provisions of this Agreement shall govern.

4.10 **Administrator.** The Members hereby designate Yolo County Flood Control and Water Conservation District to serve as administrator of, and keeper of records for, the Agency.

## ARTICLE 5: FINANCIAL PROVISIONS

5.1 **Contributions and Expenses:** Members and Affiliated Parties shall share in the general operating and administrative costs of operating the Agency in accordance with the funding amounts set forth in Exhibit D attached hereto and incorporated herein. Each Member and Affiliated Party will be assessed quarterly, beginning on July 1 of each year. Members and Affiliated Parties shall pay assessments within thirty (30) days of receiving assessment notice from the Treasurer. Each Member and each Affiliated Party will be solely responsible for raising funds for payment of the Member's or Affiliated Party's share of the Agency's general operating and administrative costs. The obligation of each Member and each Affiliated Party to make payments under the terms and provision of this Agreement is an individual and several obligation

and not a joint obligation with those of the other Members and Affiliated Parties. Contributions of grant funding, state, federal, or county funding may be provided as funding or a portion of funding on behalf of Members and Affiliated Parties.

5.2 **Liability for Debts.** The Members do not intend through this Agreement to be obligated either jointly or severally for the debts, liabilities or obligations of the Agency, except as may be specifically provided for in Government Code § 895.2 as amended or supplemented; provided, however, that if any Member is held liable for the acts and omissions of the Agency caused by negligent or wrongful acts or omissions occurring in the performance of this Agreement, such Member shall be entitled to contribution from the other Members so that after such contribution each Member bears its proportionate share of the liability in accordance with Article 5.1 and Exhibit D. This Article 5.2 shall not apply to acts or omissions of a Member in implementing the GSP adopted by the Agency within such Member's boundaries or a Management Area managed in whole or in part by such Member.

5.3 **Indemnification.** The Agency shall hold harmless, defend and indemnify the Members and their officers, employees and agents, and members of the Agency Board of Directors, from and against any and all liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property arising out of the activities of the Agency or its Board, officers, employees or agents under this Agreement. These indemnification obligations shall continue beyond the Term of this Agreement as to any acts or omissions occurring before or under this Agreement or any extension of this Agreement. The obligations of the Agency to hold harmless, defend and indemnify Affiliated Parties, if any, will be addressed in the separate MOUs between the Agency and Affiliated Parties.

5.4 **Repayment of Funds.** No refund or repayment of the initial commitment of funds specified in Article 5.2 will be made to a Member or Affiliated Party ceasing to be a Member or Affiliated Party, whether pursuant to removal by the Board of Directors or pursuant to a voluntary withdrawal. The refund or repayment of any other contribution shall be made in accordance with the terms and conditions upon which the contribution was made, the terms and conditions of this Agreement or other agreement of the Agency and withdrawing Member or Affiliated Party.

5.5 **Budget.** The Agency's fiscal year shall run from July 1 through June 30. Each fiscal year, the Board shall adopt a budget for the Agency for the ensuing fiscal year. Within ninety (90) days of the effective date of this Agreement, the Board shall adopt a budget. Thereafter, a budget shall be adopted no later than June 1 of the preceding fiscal year. A draft budget shall be prepared no later than March 1 of the preceding fiscal year.

5.6 **Alternate Funding Sources.** The Board may obtain State of California or federal grants.

5.7 **Depositary.** The Board shall designate a Treasurer of the Agency, who shall be the depositary and have custody of all money of the Agency, from whatever source, subject to the applicable provisions of any indenture or resolution providing for a trustee or other fiscal agent. All funds of the Agency shall be held in separate accounts in the name of the Agency and

not commingled with funds of any Member or Affiliated Party or any other person or entity. The Treasurer shall perform the duties specified in Government Code §§6505 and 6505.5.

5.8 **Accounting.** Full books and accounts shall be maintained for the Agency in accordance with practices established by, or consistent with, those utilized by the Controller of the State of California for like public entities. The books and records of the Agency shall be open to inspection by the Members and Affiliated Parties at all reasonable times, and by bondholders and lenders as and to the extent provided by resolution or indenture.

5.9 **Audit.** A qualified firm, serving in the capacity of auditor, shall audit the records and the accounts of the Agency annually in accordance with the provisions of section 6505 of the Law. Copies of such audit reports shall be filed with the State Controller and each Member and each Affiliated Party within six months of the end of the Fiscal Year under examination.

5.10 **Expenditures.** All expenditures within the designations and limitations of the applicable approved budget shall be made upon the approval of any officer so authorized by the Agency Board of Directors. The Treasurer shall draw checks or warrants or make payments by other means for claims or disbursements not within an applicable budget only upon the approval and written order of the Board. The Board shall requisition the payment of funds only upon approval of claims or disbursements and requisition for payment in accordance with policies and procedures adopted by the Board.

5.11 **Reconsideration of Voting Structure and Expense Allocation.** No later than the first Board meeting following the two-year anniversary of the Effective Date of this Agreement, the Board of Directors shall consider whether to recommend to the Members that the voting structure described in Article 4.6 and/or the expense allocation provisions described in Article 5.1 and Exhibit D should be modified in any respect. If the Board of Directors recommends modification of Article 4.6, Article 5.1, or Exhibit D, the governing body of each Member and each Affiliated Party shall consider the modifications recommended by the Board of Directors and, within 45 days following the Board recommendation, shall report back to the Board of Directors regarding the Member's or Affiliated Party's position regarding the recommended modifications.

## **ARTICLE 6: CHANGES TO MEMBERSHIP, WITHDRAWAL AND TERMINATION**

6.1 **Changes to Members and Affiliated Parties.** The Agency Board of Directors may, in its sole and absolute discretion, approve the addition of new Members or Affiliated Parties to the Agency by supermajority vote. In the event of Board approval of a new Member the new Member shall execute this Agreement but amendment of this Agreement will not be required. In the event of Board approval of a new Affiliated Party the new Affiliated Party shall execute a memorandum of understanding in accordance with Article 3.13. The Board of Directors shall provide all Members and Affiliated Parties with 30 days' advance written notice prior to any Board action to add a new Member or Affiliated Party.

6.2 **Noncompliance.** In the event any Member or Affiliated Party (1) fails to comply with the terms of this Agreement, or (2) undertakes actions that conflict with or undermine the functioning of the Agency or the preparation or implementation of the GSP, such Member or

Affiliated Party shall be subject to the provisions for involuntary removal of a Member or Affiliated Party set forth in of Article 6.3 of this Agreement. Such actions of a Member or Affiliated Party shall be as determined by the Board of Directors and may include, for example, failure to pay its agreed upon contributions when due, refusal to participate in GSA activities or to provide required monitoring of sustainability indicators; refusal to enforce controls as required by the GSP; refusal to implement any necessary actions as outlined by the approved GSP minimum thresholds that are likely to lead to “undesirable results” under SGMA.

**6.3 Involuntary Termination.** If the Board of Directors determines that a Member or Affiliated Party is in noncompliance as provided in Article 6.2, the Board of Directors may terminate that Member’s or Affiliated Party’s participation in this Agency, provided that, prior to any such vote, all of the Members and Affiliated Parties shall meet and confer regarding all matters related to the proposed removal. In the event of the involuntary termination of a Member or Affiliated Party, the terminated Member or Affiliated Party shall remain fully responsible for its proportionate share of all financial obligations and liabilities incurred by the Agency prior to the effective date of termination as specified in Article 5.1 and Exhibit D, as existing as of the effective date of termination.

**6.4 Withdrawal of Members and Affiliated Parties.** Subject to the provisions of Article 6.7, a Member or Affiliated Party may, in its sole discretion, unilaterally withdraw from participation in the Agency, effective upon ninety (90) days’ prior written notice to the Agency, provided that (a) the withdrawing Member or Affiliated Party will remain responsible for its proportionate share of any obligation or liability duly incurred by the Agency, as specified in Article 5.1 and Exhibit D, as existing as of the effective date of withdrawal. A withdrawing Member or Affiliated Party will not be responsible for any obligation or liability that the Member or Affiliated Party has voted against or has voiced its disapproval on at a Board meeting, providing the Member or Affiliated Party gives notice of its withdrawal from the Agency as soon thereafter as is practicable. In the event the withdrawing Member or Affiliated Party has any rights in any property or has incurred obligations to the Agency, the Member or Affiliated Party may not sell, lease or transfer such rights or be relieved of its obligations, except in accordance with a written agreement executed by it and the Agency. The Agency may not sell, lease, transfer or use any rights of a Member or Affiliated Party who has withdrawn without first obtaining the written consent of the withdrawing Member or Affiliated Party.

**6.5 Termination of Agreement.** This Agreement and the Agency may be terminated by a supermajority vote of the Board of Directors. However, in the event of termination, each of the Members and Affiliated Parties will remain responsible for its proportionate share of any obligation or liability duly incurred by the Agency, in accordance with Article 5.1 and Exhibit D, as existing as of the effective date of termination. Nothing in this Agreement will prevent the Members or Affiliated Parties from withdrawing as provided in this Agreement, or from entering into other joint exercise of power agreements.

**6.6 Disposition of Property Upon Termination.** Upon termination of this Agreement, the assets of the Agency shall be transferred to the Agency’s successor, provided that a public entity will succeed the Agency, or in the event that there is no successor public entity, to the Members and Affiliated Parties in proportion to the contributions made by each Member or Affiliated Party. If the successor public entity will not assume all of the Agency’s



assets, the Board shall distribute the Agency's assets between the successor entity and the Members and Affiliated Parties in proportion to the any obligation required by Articles 5.1 or 5.6.

**6.7 Rights of Members and Affiliated Parties to Become GSA in Event of Withdrawal or Termination.** Upon withdrawal or involuntary termination of a Member or Affiliated Party, or termination of this Agreement pursuant to Article 6.5, whether occurring before or after June 30, 2017, the withdrawing or terminated Member or Affiliated Party will retain all rights and powers to become or otherwise participate in a GSA for the lands within its boundaries. In such event, the Agency and its remaining Members and Affiliated Parties shall (i) not object to or interfere with the lands in the withdrawing or terminated Member's or Affiliated Party's boundaries being in a GSA, as designated by the withdrawing or terminated Member or Affiliated Party or otherwise; (ii) facilitate such transition to the extent reasonably necessary; and (iii) where the withdrawing Member or Affiliated Party has authority under SGMA to be or participate in a GSA, withdraw from managing that portion of the Subbasin within the boundaries of the withdrawing or terminated Member or Affiliated Party and so notify the California Department of Water Resources. In order to maintain compliance with SGMA in the event of the withdrawal or involuntary termination of a Member or Affiliated Party, where the withdrawing Member or Affiliated Party has authority under SGMA to be or participate in a GSA, the withdrawal or involuntary termination will not be effective until a GSA has been established in accordance with SGMA for those lands overlying the Subbasin affected by the withdrawal or involuntary termination.

**6.8 Use of Data.** Upon withdrawal, any Member or Affiliated Party shall be entitled to use any data or other information developed by the Agency during its time as a Member or Affiliated Party. Further, should a Member or Affiliated Party withdraw from the Agency after completion of the GSP, it shall be entitled to utilize the GSP for future implementation of SGMA within its boundaries.

## **ARTICLE 7: SPECIAL PROJECTS**

**7.1 Special Project Agreements.** Fewer than all of the Members and Affiliated Parties may enter into a special project agreement to achieve any of the purposes or activities authorized by this Agreement, and to share in the expenses and costs of such special project, for example, to share in funding infrastructure improvements within the boundaries of only those Members and Affiliated Parties and their Management Areas. Special project agreements must be in writing and documentation and must be provided to each of the Members and Affiliated Parties.

**7.2 Expenses.** Members and Affiliated Parties that enter into special project agreements agree that any special project expenses incurred for each such special project are the costs of the special project participants, respectively, and not of any other Members or Affiliated Parties not participating in the special project, and the special project expenses shall be paid by the parties to the respective special project agreements.

7.3 **Indemnification of Other Members.** Members and Affiliated Parties participating in special project agreements if conducted by the Agency, shall hold other Members and Affiliated Parties who are not parties to the special project agreement free and harmless from and indemnify each of them against any and all costs, losses, damages, claims and liabilities arising from the special project agreement. The indemnification obligation of Members and Affiliated Parties participating in special project agreements shall be the same as specified in Article 5.2 for Members and Affiliated Parties in general, except that they shall be limited to liabilities incurred for the special project.

## **ARTICLE 8: ACTIONS BY THE AGENCY WITHIN MANAGEMENT AREAS AND INDIVIDUAL JURISDICTIONS**

8.1 **Role of the Agency.** Subject to the reservation of authority set forth in Article 8.5, the Agency will serve a coordinating and administrative role in order to provide for sustainable groundwater management of the Subbasin in a manner that does not limit any Member's or Affiliated Party's rights or authority over its own water supply matters, including, but not limited to, a Member's or Affiliated Party's surface water supplies, groundwater supplies, facilities, operations, water management and financial affairs.

8.2 **Members' and Affiliated Parties' Responsibility within Management Areas and Individual Jurisdictions.** Subject to the reservation of authority in Article 8.5, each of the Members and Affiliated Parties (or groups of Members and Affiliated Parties) will have initial responsibility to implement SGMA and the GSP adopted by the Agency within their respective Management Areas, as delineated in the GSP.

8.3 **Water Budgets.** The GSP will provide for the preparation of water budgets by Members or Affiliated Parties or groups of Members and Affiliated Parties for their respective Management Areas. The GSP will specify the elements to be included in water budgets and the timing for completion.

8.4 **Sustainability.** In the event a water budget prepared in accordance with Article 8.3 shows that groundwater pumping within a Management Area exceeds such area's sustainable yield, as defined in Cal. Water Code § 10721(v) and (w); or an "undesirable result," as defined in Cal. Water Code § 10721(x), exists, the Member or Affiliated Party or group of Members and Affiliated Parties with groundwater management responsibility over such area shall develop and implement a plan to achieve sustainability or eliminate the undesirable result within that area. The GSP will specify the elements to be included in and time requirements for implementation of the plan.

8.5 **Reservation of Authority.** In the event of a failure by a Member or Affiliated Party or group of Members or Affiliated Parties to develop and implement a plan to achieve sustainability or eliminate an undesirable result within a Management Area as provided in Article 8.4, the Agency reserves and retains all requisite authority to (i) develop and implement a plan to achieve sustainability or eliminate an undesirable result, and (ii) allocate the cost of development and implementation of such plan to Members or Affiliated Parties within such

Management Area. The GSP will specify the procedures for development and implementation of a plan by the Agency under such circumstances.

## ARTICLE 9: MISCELLANEOUS PROVISIONS

9.1 **Amendments.** This Agreement may be amended from time to time by a supermajority vote of the Board of Directors; provided, however, that the provisions of Article 6.7 (Rights of Member to Become GSA in Event of Withdrawal or Termination) may be amended only by unanimous vote of the Board of Directors.

9.2 **Binding on Successors.** The rights and duties of the Members and Affiliated Parties under this Agreement may not be assigned or delegated without the advance written consent of the Agency (as evidenced by a majority vote of the Board of Directors) and any attempt to assign or delegate such rights or duties in contravention of this Article 9.2 shall be null and void. Any approved assignment or delegation shall be consistent with the terms of any contracts, resolutions, indemnities and other obligations of the Agency then in effect.

9.3 **Notice.** Any notice or instrument required to be given or delivered under this Agreement may be made by: (a) depositing the same in any United States Post Office, postage prepaid, and shall be deemed to have been received at the expiration of 72 hours after its deposit in the United States Post Office; (b) transmission by facsimile copy to the addressee; (c) transmission by electronic mail; or (d) personal delivery to the addresses or facsimile numbers of the Members and Affiliated Parties set forth in Exhibit E to this Agreement.

9.4 **Counterparts.** This Agreement may be executed by the Members in separate counterparts, each of which when so executed and delivered shall be an original. All such counterparts shall together constitute but one and the same instrument.

9.5 **Choice of Law.** This Agreement shall be governed by the laws of the State of California.

9.6 **Severability.** If one or more clauses, sentences, paragraphs or provisions of this Agreement is held to be unlawful, invalid or unenforceable, it is hereby agreed by the Members that the remainder of the Agreement shall not be affected thereby. Such clauses, sentences, paragraphs or provisions shall be deemed reformed so as to be lawful, valid and enforced to the maximum extent possible.

9.7 **Headings.** The paragraph headings used in this Agreement are intended for convenience only and shall not be used in interpreting this Agreement or in determining any of the rights or obligations of the Members to this Agreement.

9.8 **Construction and Interpretation.** This Agreement has been arrived at through negotiation and each Member has had a full and fair opportunity to revise the terms of this Agreement. As a result, the normal rule of construction that any ambiguities are to be resolved

against the drafting Member shall not apply in the construction or interpretation of this Agreement.

9.9 **Entire Agreement.** This Agreement constitutes the entire agreement among the Members and supersedes all prior agreements and understandings, written or oral. This Agreement may only be amended by written instrument executed by all Members.

IN WITNESS WHEREOF, the Members have executed this Agreement on the day and year first above-written.

[Signature blocks]

CITY OF WEST SACRAMENTO

By: \_\_\_\_\_  
Christopher Cabaldon, Mayor

ATTEST:

By: \_\_\_\_\_  
Kryss Rankin, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Jeffrey Mitchell, City Attorney

*Draft* Exhibit A  
List of Members

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**Member Agencies**

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City of Davis

City of West Sacramento

City of Winters

City of Woodland

Dunnigan Water District

Esparto Community Service District (CSD)

Madison CSD

Reclamation District (RD) 108

RD 730

RD 787

RD 2035

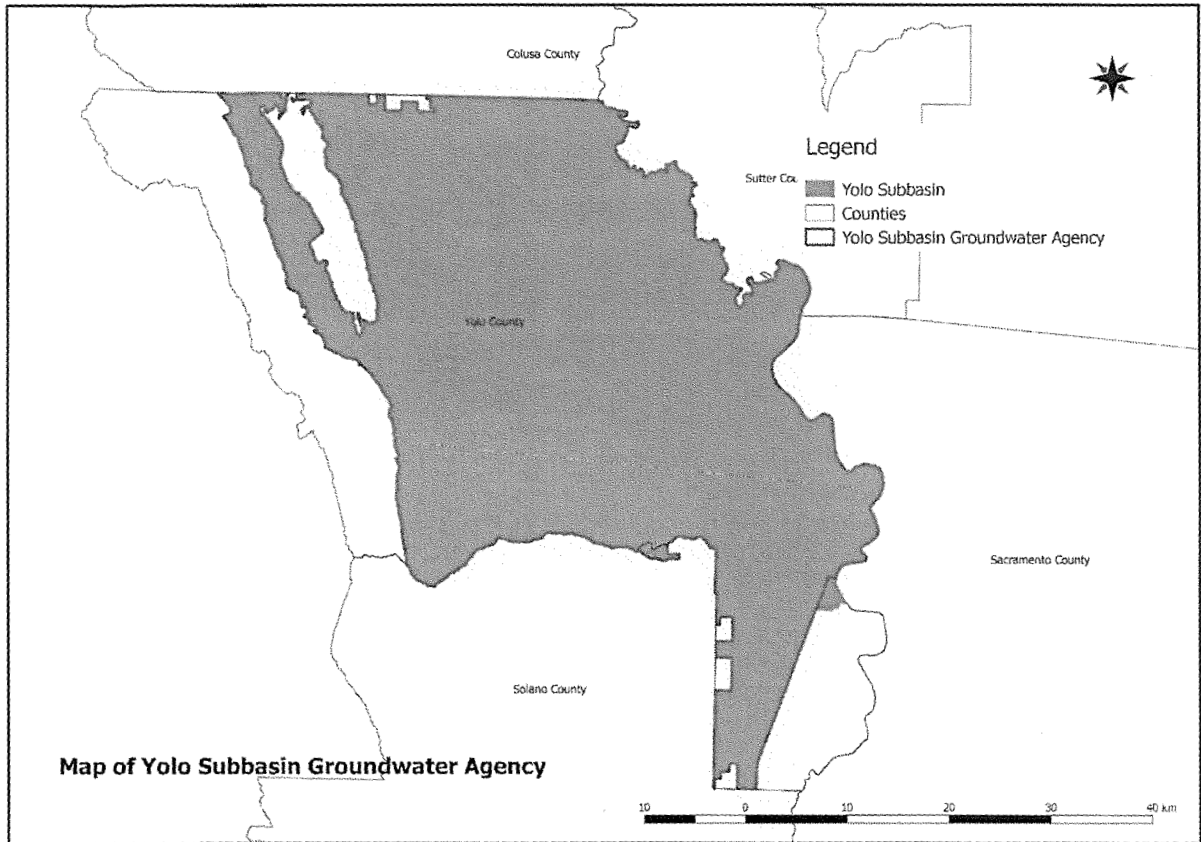
Yocha Dehe Wintun Nation

Yolo County

Yolo County Flood Control and Water Conservation District

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*Draft Exhibit B*  
Map of Agency Boundaries



*Draft Exhibit C*

List of Affiliated Parties

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**Affiliated Parties**

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California American Water Company -- Dunnigan

Colusa Drain Mutual Water Company

Environmental Party\*\*

University of California, Davis

Private Pumper as appointed by Yolo County Farm Bureau

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\*\*To be determined.



*Draft Exhibit D*  
Funding Amounts

It is proposed that administrative fees in the range of approximately \$400,000 to \$500,000 per year be collected for the first two years of the GSA. **After two years, the fee structure will be revisited and adjusted as appropriate.**

**Key**

Blue = JPA Parties and Existing WRA member

Orange = JPA Parties

Green = Undecided

<b>Entity Contributions</b>			
<b>Municipal Agencies</b>	<b>1</b>	<b>Base</b>	<b>\$</b>
City of Davis			\$40,000
City of Woodland			\$40,000
City of West Sacramento			\$40,000
City of Winters			\$20,000
Yocha Dehe Wintun Nation			\$10,000
Esparto CSD			\$5,000
Madison CSD			\$5,000
			\$160,000
<b>Entity Contributions</b>			
<b>Rural Agencies (\$0.50/acre)</b>	<b>0.5</b>	<b>Acres</b>	<b>\$</b>
Yolo County Flood Control & WCD		200,000	\$100,000
Yolo County (White Areas)*		160,000	\$40,000
Direct Contributions (White Areas)**		40,000	\$20,000
Other Contributions from Rural Agencies***			\$40,000
Dunnigan Water District		10,700	\$5,350
RD 108		23,200	\$11,600
RD 2035		18,000	\$9,000
RD 730		4,498	\$2,249
RD 787		9,400	\$4,700
		465,798	\$232,899

\*Yolo County is not \$0.50/acre

\*\*Direct Contributions from private pumpers currently residing in "white areas"

\*\*\*RD 108, RD 787, RD 2035, and YCFCWCD (\$10,000/each)

<b>Affiliated Parties with Board Voting Seats</b>			
	<b>1</b>	<b>Base</b>	<b>\$</b>
University of California, Davis			\$40,000
Colusa Drain Mutual Water Company			\$10,000
California American Water Company - Dunnigan			\$5,000
Yolo County Farm Bureau			\$10,000
Environmental Party - TBD			
			\$65,000

Sub Total:	\$457,899
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*Draft Exhibit E*  
Addresses for Notice

**City of Davis**

23 Russell Boulevard  
Davis, CA 95616  
(530) 757-5648

**Reclamation District 108**

975 Wilson Bend Road  
Grimes, CA 95950  
(530)

**Yolo County**

625 Court Street Room 206  
Woodland, CA 95695  
(530)

**City of West Sacramento**

1110 West Capitol Avenue  
West Sacramento, CA 95691  
(916)

**Yolo County Flood Control and Water Conservation District**

34274 State Highway 16  
Woodland, CA 95695  
(530) 662-0265

**City of Winters**

318 First Street  
Winters, CA 95694  
(530)

**Reclamation District 730**

**City of Woodland**

300 First Street  
Woodland, CA 95695  
(916)

**Dunnigan Water District**

3817 First Street  
Dunnigan, CA 95937  
(530)

**Reclamation District 787**

41758 County Road 112  
Knights Landing, CA 95645

**Esparto CSD**

26490 Woodland Avenue  
Esparto, CA 95627  
(530)

**Madison CSD**

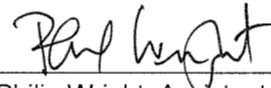
2896 Main Street  
Madison, CA 95653  
(530)

MEETING DATE: April 19, 2017

ITEM # 21

**SUBJECT:****WORKSHOP ON THE WATER AND SEWER CONNECTION FEES****INITIATED OR REQUESTED BY:** Council  Staff Other**REPORT COORDINATED OR PREPARED BY:**

Paul Blumberg, Public Finance Manager



Philip Wright, Assistant City Manager-Administrative Services

ATTACHMENT  Yes  No Information Direction Action**OBJECTIVE**

The objective of this report is to present an overview of the existing water and sewer connection fees (last updated in 2005) and describe the process for updating fees as part of the current water and sewer master plan update process.

**RECOMMENDED ACTION**

It is respectfully recommended that the City Council receive a report and hold a workshop on water and sewer connection fees.

**BACKGROUND**

Over the past year, the City Council has received a number of agenda reports on the update to the City's water and sewer master plans. Those master plans have largely been completed and it is anticipated that the Council will be asked to consider adoption of both updated plans at its May 24<sup>th</sup> meeting. Those master plans will then be used to: 1) update the water and sewer user rates, a process that is being pursued through the required Proposition 218 process, and 2) update the water and sewer connection fees.

On April 19, the Council will hold the first of two workshops dealing with water and sewer connection fees. The City's financial consultant, HF&H, will present a description of the connection fee update process and provide a framework for understanding the existing fee program, what methodologies staff is proposing be used in the update, and policy considerations to determine the new fee level. Topics to be covered at the first workshop include:

- Current connection fees ("aka, Development Impact Fees")
- Approach to the update
- Key data (for example, the cost of future capital improvements)
- Potential variables in the analysis
  - Depreciation (the depreciated value of the existing system)
  - Water treatment plant decommissioning
  - In-tract facilities (those constructed exclusively for subdivisions)
  - Developer contributions
- Importance of "nexus" tests in supporting the fee program

It is important to note that water connection fees have not been updated since 2005, and the sewer connection fees have not been updated since 2007. Staff is presenting the April 19 workshop as a foundation for more in depth policy considerations at a second workshop on May 10. Both workshops will also build on previous Council meetings that dealt with the master plan updates, proposed improvements, and user rate structure.

**ANALYSIS**

The current water and sewer connection fees are charged to new customers to recover the capital costs for facilities needed to serve growth. While connection fees are used to recover costs from future improvements to the system needed to serve future growth, the fees also include a component related to capacity of the existing system that will benefit and serve future customers. Revenues from connection fees cannot be used for operations and maintenance.

It has been twelve years since the last connection fee update. There are a number of assumptions underlying the 2005 updates and current connection fee levels that should be reconsidered by the City Council prior to

preparing the connection fee update. Below a list of guiding principles for developing an impact fee charge to new customers:

1. Methodology to calculate impact fees: The two most common are the buy-in approach and the incremental cost approach.
  - a. Buy-in cost approach methodology entitles new customers to the service at the same price as existing customers. However, the existing customers have paid for the already developed facilities that will serve new customers. Under this approach, new customers pay an amount equal to the net investment made by existing users.
  - b. Incremental cost approach methodology allows new customers to either use the existing surplus capacity or require new construction to accommodate their needs. Under this method, new customers pay for the cost of additional capacity regardless of the value of the past investments made by existing users.

The City currently uses the buy-in approach to develop the connection fees. Under this methodology, the City takes the water and sewer collection system value (separately) and divides by each systems current potential demand as represented by equivalent dwelling unit.

2. Utility System Valuation Methodology: The City is proposing to use replacement cost less depreciation to value the waste water collection system and the water system. These costs will be adjusted with inflation to recover the costs of replacing the capacity in current dollars.
3. Annual Update of Fees: The City currently updates the water and sewer collection system fees annually by using the change in July construction cost index as published in the Engineering News-Record.

### **Assumptions in the Current Sewer and Water Connection Fees**

#### **Sewer Collection Impact Fees**

1. Sewer fees are comprised of the collection component and treatment component. The City portion of the sewer connection fees is only the collection portion. The "treatment component" is determined by the Sacramento Regional County Sanitation District (SRCSD). The City's collection component consists of 1) buy-in to the existing system, and 2) future improvements needed to serve future development.
2. While the SRCSD took over treatment in 2006, the land use categories used by the City to calculate the collection component will need to be aligned with those used by SRCSD. The City collects a treatment component of the fee based on SRCSD's fee structure, and passes those fees on to SRCSD.
3. The "buy in" component provides a 50% credit for development north of the Barge Canal
4. Connection fees for industrial and commercial development is based on the strength and quality of the discharge, as determined by the Community Development Director.
5. A bulk of the CIP is based on capital replacement, with few new projects.
6. Decommissioning of the water treatment plant was included in the CIP at a cost of \$8.7 million. Only minor decommissioning has been completed, and the remaining decommissioning costs have been escalated to current dollars. A portion of the CIP that includes decommissioning was factored into the current fee structure.
7. The sewer enterprise fund has a relatively insignificant amount of outstanding debt currently. Any proposed debt in the Sewer Fund will include a debt service component to be paid from the sewer collection impact fees.

#### **Water Connection Fees**

1. Water impact fees include three separate components: 1) the "buy in" component which includes the depreciated value of the existing facilities (net of certain portions of the Kristoff Water Treatment plant), 2) a debt service component that contributes a proportional share to debt service on the two outstanding bond issues that funded expansion of the Kristoff Treatment Plant, and 3) a growth component that would extend facilities to serve future development.
2. Based on the 2005 fee structure, total impact fees can be broken down as follows: the buy in component represents 31.64%; the debt service component represents 31.93%; and the expansion component represents 36.43%. The 2005 Water Master Plan assumed that an annual contribution of \$2.55 million from the water impact fee fund shall be used to offset total annual debt service payment of the 2002 and 2003 Water Revenue Bonds (now refunded as 2012 and 2013 Water Revenue Refunding Bond). Staff is proposing to calculate the net amount owed to the water debt fund from the impact fee fund and consider alternatives to pay the fair share of the debt service payments.

3. Since impact fees were not generated as estimated from 2005 – 2017, the City Council may consider increasing the % of the impact fee going to Buy In and Debt, reducing the percentage going to future expansion of the system.
4. The water system CIP project list includes a large amount of capital replacement. This is due to the fact that both user rates and impact fees have been less than projected, resulting in a back log of deferred maintenance.
5. The 2005 master plan included a prioritization of uses of impact fees paid in, with the following priorities: first - water system impact fees should be used to pay debt service; second - fees should be used to pay for expansion related improvements in the City's CIP; third - fees should be used for capital replacement, and; fourth - revenues should be used to reimburse developers for costs associated with oversizing facilities. As part of the update process the Council may consider revising or maintaining this priority order of use of fee revenues.

### **Issues Common to Both Fee Programs**

1. Green Building reduction allows for a 10% reduction in the connection fee if water saving features are incorporated into the project. The Council may want to consider changes to this incentive program or leave it in place as is.
2. Since 2005, actual connection fees have been significantly lower than projected. As a result, within the overall cash flow model for each fund, new development has not occurred to pay its fair share of the existing system. For each cash flow model, this shortfall has been made up for by current users of the system. In fact, when higher water and sewer user rates were approved in 2011 and implemented over five years, it was largely because of the lack of anticipated connection fees.
3. Both the water and sewer funds include reimbursements owed to developers. Particularly in the 2000's, developers in Southport constructed and dedicated to the City facilities that were "oversized" to accommodate other future development. These developers are able to either use credits against impact fees owed against their own projects, or developers may be entitled to reimbursements from the water and sewer fund fees paid in by other developers benefitting from the oversized improvements.

The two workshops are intended to allow for City Council policy guidance prior to bringing back the master plan documents for adoption on May 24.

#### Commission Recommendation

Staff will present an update on connection fees to the Environment and Utilities Commission and West Sacramento Chamber of Commerce following the second workshop on May 10.

#### Strategic Plan Integration

The recommended action supports the City Council's 2016 Strategic Plan Policy Agenda - High Priority item, "Infrastructure Master Plans & Financing," and the 2016 Council Strategic Plan Management Agenda item "Water Master Plan."

Planning and providing for the City's future utility system needs is consistent with the City Council adopted "West Sacramento Vision 2020- Principals to Guide the Future" by enhancing the following Principles: Vibrant Neighborhoods, Financially Sound City Government, and Comfortable Life Style and Living.

#### Alternatives

Not applicable

#### Coordination and Review

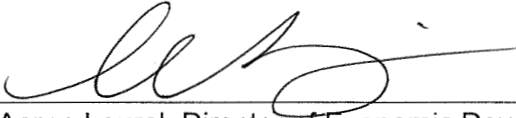
The report was coordinated with the Public Works Department, and the City Manager's Office.

#### Budget/Cost Impact

This report does not have any budget impact.

#### ATTACHMENT

None

MEETING DATE: April 19, 2017		ITEM # 22	
SUBJECT: <b>WORKSHOP ON CITY CORPORATION YARD RELOCATION PROJECT</b>			
INITIATED OR REQUESTED BY:		REPORT COORDINATED OR PREPARED BY:	
<input type="checkbox"/> Council <input checked="" type="checkbox"/> Staff		Rick Toff, Port Business Manager Randy Goodwin, Building Official and City Architect Paul Blumberg, Public Finance Manager	
<input type="checkbox"/> Other			
Aaron Laurel, Director of Economic Development			
ATTACHMENT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Information	<input checked="" type="checkbox"/> Direction <input type="checkbox"/> Action

**OBJECTIVE**

The objective of this report is to provide the Council with information to consider proposed phasing and potential financing options for the new City of West Sacramento Corporation Yard project.

**RECOMMENDED ACTION**

It is respectfully recommended that the City Council receive staff's presentation and provide direction and comments to guide next steps in the design, construction phasing, and financing of the Corporation Yard project.

**BACKGROUND**

In 2005, Council approved the purchase of a 22-acre site in Southport at 2925 Ramco Street for a new City Corporation Yard facility (Corp Yard), and approved a contract with Dreyfus & Blackford Architects for Executive Architect services to develop a design-build solicitation package for the project. The project, at that time, was designed as a joint use facility to be shared with the Washington Unified School District. Subsequently, due to budget constraints related to the impending economic recession, the project was postponed and the concept of a joint use facility with the school district was dropped.

In 2014, Economic Development staff initiated a renewed effort to move forward the long-standing goal of redevelopment of the Pioneer Bluff district, and the Council approved the Pioneer Bluff Transition Plan (PBTP) in December 2014. The PBTP prioritized relocation of the existing Corp Yard at 1951 South River Road as a near term opportunity to accelerate the de-industrialization of Pioneer Bluff. Staff re-evaluated the 2925 Ramco Street site for City facilities only (without the school district facilities) and concluded that it was too large and not an ideal location for the City's Public Works and Parks maintenance operations. This site has since been listed for sale by the City as surplus property.

In 2015, after a City-wide site search coordinated with the Public Works and Parks and Recreation Departments, the Port of West Sacramento (Port) acquired a 12.42 acre site at 4300 West Capitol Avenue (CY Property), in a land exchange with the State of California, to develop for Corp Yard uses. In June 2016, the Port and City executed a Letter of Intent which provides a 3-year period to the City through June 2019 during which the Port agrees not to solicit or entertain offers on the CY Property.

On June 15, 2016 the Council approved a contract with Kappe Architects for architecture-engineering services for the Corp Yard project. Kappe Architects' scope of work includes: facility programming, CEQA analysis, schematic design, final bridging documents and design build support. The architects have completed the programming and are approximately 80% complete with the schematic design. Final bridging documents will be initiated when Council approves the funding for construction of the new Corporation Yard.

**ANALYSIS**

The Corp Yard relocation project is important to the City's real estate and economic development goals in Pioneer Bluff, and is critical to effective and efficient operations in the City's Public Works and Parks and Recreation Departments. These objectives are discussed below in the context of *Pioneer Bluff Transition and Facility Design Considerations*, followed by an analysis of *Cost Estimates/Phasing Options and Financing Considerations*.

### *Pioneer Bluff Transition*

The existing Corp Yard property is approximately 20 acres including the area of the City's decommissioned wastewater treatment plant. Relocating the facility will significantly advance the de-industrialization of Pioneer Bluff, enable demolition and clean-up activities to position the site for re-development, and demonstrate the City's resolve with respect to Pioneer Bluff transition. The residual land value of the Corp Yard property can be leveraged to facilitate new development in Pioneer Bluff. The Corp Yard site, located at bend in the Sacramento River, offers 180-degree views of the river and the Sacramento skyline and a prime riverfront redevelopment opportunity after demolition and new supporting infrastructure is constructed.

### *Facility Design Considerations*

The Corp Yard is the City's primary operational facility for its Public Works and Parks & Recreation Departments, and the current facility houses approximately 70 employees as well as the City's entire fleet of maintenance vehicles and equipment. Most of the Corp Yard facilities are operationally constrained and functionally obsolete, and the City has long contemplated a new facility at a new location. The existing facility has also been impacted by high traffic volumes on South River Road since the opening of the McGowan Bridge and Village Parkway North, creating difficult ingress/egress for the heavy equipment at the site. A new facility offers the opportunity to substantially improve operational productivity and safety.

The design build development and construction of the Corp Yard will follow the guidelines established by Public Contract Code section 22160, et seq. (local agency design build). This statute allows the City to take advantage of an efficient project delivery method and design features that are not achievable through the traditional design-bid-build method. The total construction cost and schedule for the project has been prepared by Kappe Architects and their sub-consultants with extensive consultation with staff.

### *Cost Estimates/Phasing Options*

A Master Plan programming effort for the 4300 West Capitol Avenue site was developed with extensive input from the Public Works and Parks and Recreation Department personnel. For budgetary purposes, three proposed scenarios were developed for a build-out of the corporation yard. Scheme 1 and 2 are proposed phased construction build-out scenarios. Scheme 3 proposes a full build-out of the corporation yard Master Plan.

Please note that all scenarios include full site work (estimated at approximately \$9M) to be done prior to the addition of Public Works and Parks & Recreation Department structures.

### **Scheme 1: Site work, Portables and one building**

This scheme proposes to prepare the site infrastructure and surfacing, then bring portables structures onto the site to temporarily function as the Administration Building. The city would purchase temporary portable structures (approximately four large single-story modular buildings totaling 8000 square feet, plus area for a covered central courtyard). Public Works and Parks & Recreation staff would move their offices and support facilities into the temporary portable structures at the new site. Note that the cost of temporary structures would be a "throw-away upfront cost" once full project build-out is completed per the Master Plan.

Along with the portable structures, construction of the Shop/Storage building (approximately 21,500 square feet) would take place. The Parks & Recreation and Public Works shops and storage functions would be moved over to the new site. Fleet maintenance would continue to use the current fleet maintenance area at the current Corporation Yard location.

### **Scheme 2: Site work, Portables and three buildings**

This scheme also proposes to use portables for the Administration Building as discussed in Scheme 1. In addition to the Shop Building being constructed, a 2-bay Fleet Maintenance building along with support offices and rooms required for fully functioning repair bays would also be constructed. The Wash Building would be the third structure constructed within the Scheme 2 scenario.

### **Scheme 3: Full Build-out of the Corporation Yard Master Plan**

This scenario would complete the full build-out of the Corp Yard project, excluding the Master Plan proposed fuel facility. A new 2-story Administration Building would be constructed along the Capitol Avenue street frontage and the temporary portable structures would be removed and re-used or potentially sold by the City.

The 2-bay Maintenance Garage has the ability to expand and add more service bays in the future if required. The Maintenance Garage was originally programmed during the Master Plan study report to be an 8-bay fleet

maintenance facility to allow the City to consolidate all fleet maintenance, including the Police and Fire Department fleets, at this facility.

Cost estimates for full build out and phases:

<b>Corp Yard Design/Build Components:</b>	<b>SF</b>	<b>Est. /SF</b>	<b>Cost</b>
<b>Admin Building Office Space</b>	21,000	\$355	\$7,486,310
<b>Shop and Fleet Maintenance</b>	25,387	\$298	\$7,565,977
Includes fixed equipment			
<b>Scheme #1</b>	15,900		<b>\$14,579,792</b>
Portables, Shop Building only			
<b>Scheme #2</b>	25,387		<b>\$18,981,766</b>
Portables, Shop, Fleet, Wash Building only			
<b>Scheme #3</b>	43,277		<b>\$24,184,857</b>
Full build no fuel facility			
<b>Off Site</b>			\$877,500
West Cap improvements include signal			
<b>Site</b>	541,000	\$13.95	\$7,540,785
<b>Fuel and Wash Buildings</b>			\$889,785
<b>TOTAL FULL BUILD</b>	46,390		<b>\$24,360,357</b>
Contingency 10%			\$2,436,036
Design/Build Architect (6%)			\$1,461,621
<b>FULL BUILD TOTAL HARD COST</b>			<b>\$28,258,014</b>
<b>Scheme #1 Hard Cost</b>			<b>\$16,912,558</b>
<b>Scheme #2 Hard Cost</b>			<b>\$22,018,848</b>
<b>Scheme #3 Hard Cost</b>			<b>\$28,054,434</b>
Moving Cost			\$15,000
New Furniture			\$200,000
Telecommunications			\$50,000
<b>Soft Cost</b>			
Soils Testing			\$8,000
Plan Check and Permits			\$750,000
Legal			\$10,000
Environmental			\$10,000
COWS staff			\$150,000
<b>TOTAL SOFT COST</b>			<b>\$1,193,000</b>
<b>TOTAL FULL BUILD HARD+SOFT COST</b>			<b>\$29,451,014</b>
<b>Scheme #1 Hard+Soft Cost</b>			\$18,105,558
<b>Scheme #2 Hard+Soft Cost</b>			\$23,211,848
<b>Scheme #3 Hard+Soft Cost</b>			\$29,247,434



*Financing Considerations*

The following are potential sources of funding for the New Corporation Yard, with a brief description of the implications of each source:

City General Obligation Bonds	General obligation bonds are typically issued to fund City facilities that have city-wide benefit, and could include bond funding for a number of City projects, including the new corporation yard. GO Bonds could involve an additional parcel tax on all properties in the City necessary to fund principal and interest on the bond issuance. Proceeding with a GO bond would require a 2/3 vote. This type of financing involves the full faith and credit of the City's general fund. Issuance of general fund backed debt has implications for the City's credit rating and potential limitations on general fund-backed debt issuance. It is questionable whether this type of debt issuance would have political support in the community to achieve passage.
City Lease Revenue Bonds	The City has previously used this funding approach to finance City Hall and Fire Station 45. This type of debt issuance involves establishment of annual lease payments on an essential services asset for a long term period (i.e., 30 years). At this time the City has authorized the issuance of lease revenue debt to capitalize Measure V funding for the Streetcar and Flood Improvement projects. This type of financing involves the full faith and credit of the City's general fund, so would have similar credit and debt issuance limitations as outlined above. This new debt would require new general fund revenues to cover debt service on the annual lease payment on the new debt. For example, a recent analysis of a new lease revenue bond generating \$15 million in project funds would require an approximately \$1 million annual general fund contribution to cover annual lease payments. Given the current general fund challenges, there is no source of funding for this type of debt issuance.
Water Revenue Bonds	The City's draft Water Master Plan update includes the assumption that a contribution of \$3 million could be generated for the corporation yard from a sewer revenue bond issuance.
Sewer Revenue Bonds	The City's draft Sewer Master Plan updates includes the assumption that a contribution of \$2 million could be generated for the corporation yard from a sewer revenue bond issuance.
Corporation Yard Impact Fees	The City imposes an impact fee (Fund 228) on new development to help fund the construction of the corporation yard. Since the fee was established in June 2005, \$1.56 million in fees has been collected. The corporation yard impact fee should be updated based on the latest facility study update. The fund currently has a negative fund balance of \$1.95 million associated with the general fund loan associated with the purchase of the 2925 Ramco property in 2005. Any future fees collected would be used to repay the general fund loan associated to the purchase of 2925 Ramco.
Sale of 2935 Ramco property	As noted above, the 2935 Ramco property is currently for sale. The anticipated sale of this property is expected to generate \$2.8 million in proceeds. This property is no longer the recommended location for a new corporation yard. A majority of the proceeds may be used to repay the general fund loan which had a balance outstanding of \$1.95 million as of 6/30/2016. Alternatively, the City Council may choose to re-establish the \$1.95 million general fund loan associated with construction of the new corporation yard, leaving all \$2.8 million to be contributed to the construction project.

Commission Recommendation

Not applicable

Strategic Plan Integration

A new Corp Yard is consistent with the City's Strategic Plan Goal of providing Quality City Services - *Effective, Efficient Delivery of City Services – "Valued" Services for Tax Dollars*. This project is a top priority on the City's 2016 Strategic Plan Management Agenda.

Alternatives

Several facility build-out scenarios and funding source alternatives have been discussed in this report. Council may choose a preferred build-out scheme and select from the list of potential funding sources to advance design and/or financing for construction of the project.

Coordination and Review

The Corp Yard review committee staff include Lyle Waite, former PW Utilities Superintendent; Tim Spinelli, PW Facilities Manager; Sam Cooney, Superintendent of Parks and Grounds; Rick Toff, Port Business Manager; Jeremy Chapdelaine, Project Manager II; the Administrative Services Department; and Randy Goodwin, Building Official and City Architect.

Budget/Cost Impact

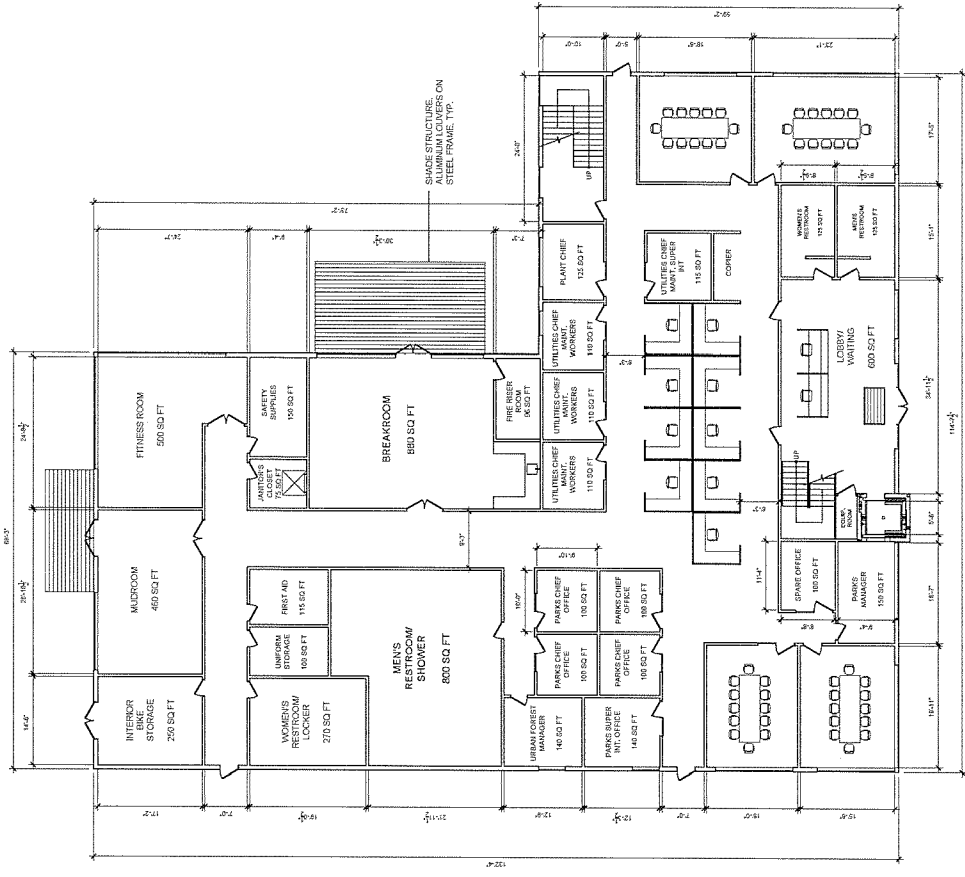
This agenda report is provided as a workshop item for City Council direction, and no budget recommendation is included as part of this report. Additional future actions would be necessary as a follow up to this workshop.

The City Council previously approved an appropriation of \$800,000 (WO #52054) for the Corporation Yard Site Planning and Design. Staff anticipates contract billings through FY 2016-17 will be approximately \$400,000, creating a carryover balance in the CIP WO #52054 of roughly half of the budget appropriation to FY 2017-18 for the additional design work associated with the project. Based on Council direction any further modifications to the CIP will be recommended with the regular City Budget CIP process. Capital financing for construction of the project would require substantial resources and the financing approach described in this report is intended to provide only one potential approach, and is not intended as the staff recommendation.

**ATTACHMENT**

1. Schematics

KEY NOTES



1 PROPOSED ADMINISTRATION BUILDING, FIRST FLOOR  
1/8" = 1'-0"

KAPPE ARCHITECTS  
801 'D' STREET SAN RAFAEL, CA 94901  
TEL. 415 457 1801 FAX. 415 457 7888

WEST SACRAMENTO CORPORATION YARD  
4309 ARSO IN. CAPITOL AVENUE  
WEST SACRAMENTO, CA 95691



AP # 001-001-000-000

Project No.	18.06
Client	DK
Drawn By	DK
Checked By	DK
Date	03/07/17
Scale	AS NOTED
Sheet	001

SHEET SUMMARY  
FIRST FLOOR = 11,775 SQ FT

ADMINISTRATION BUILDING  
FIRST FLOOR SCHEMATIC

Scale: AS NOTED  
Sheet: A2.1

KEY NOTES

KAPPA ARCHITECTS  
 801 'D' STREET SAN RAFAEL, CA 94901  
 TEL. 415.457.7801 FAX. 415.457.7885

WEST SACRAMENTO CORPORATION YARD  
 4300-4350 W. CAPITOL AVENUE  
 WEST SACRAMENTO, CA 95661



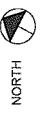
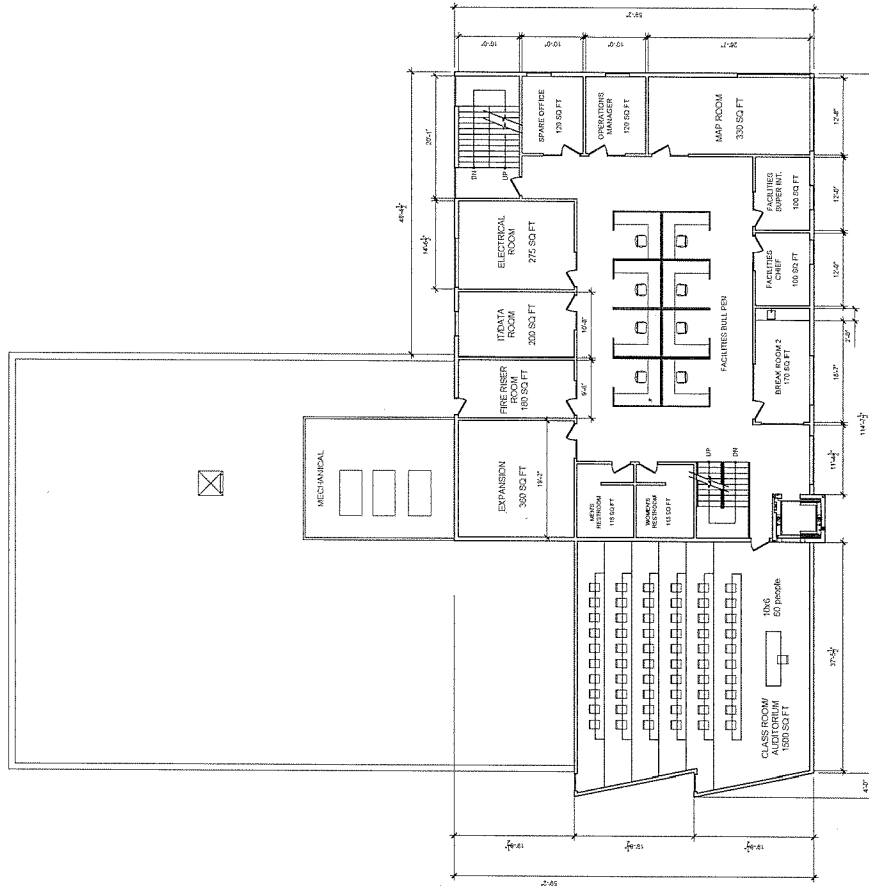
AP # 03L-020-030000  
 Project No.: 16.06  
 Drawn By: DK  
 Checked By: DK  
 Issue Date: 02/01/17  
 No. Date: / /

MEASUREMENTS ARE BASED UPON THE 2017 IFC CODES  
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 ARE BASED UPON THE 2017 IFC CODES.

SQ. FT. SUMMARY  
 SECOND FLOOR = 6,115 SQ. FT.

ADMINISTRATION BUILDING  
 SECOND FLOOR/SCHEMATIC

Scale: AS NOTED  
 Sheets: A2.2

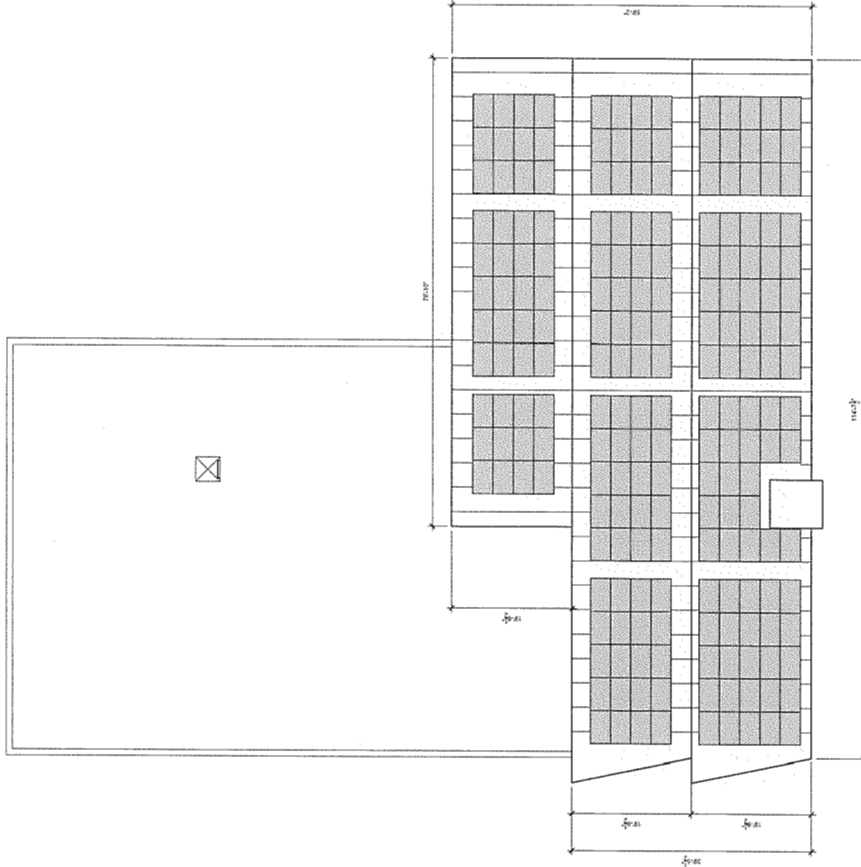


1 PROPOSED ADMINISTRATION BUILDING, SECOND FLOOR  
 1/8" = 1'-0"



KEY NOTES

ADMINISTRATIVE BUILDING ROOF PLAN  
 PANELING AND MATERIALS TO BE DETERMINED  
 IN CONSULTATION WITH THE ARCHITECT



1 PROPOSED ADMINISTRATION BUILDING, ROOF PLAN  
 1/8" = 1'-0"

KAPPE ARCHITECTS  
 801 'D' STREET SAN RAFAEL, CA 94901  
 TEL. 415.457.7801 FAX. 415.457.7885

WEST SACRAMENTO CORPORATION YARD  
 4500 ASDH M. CURTIS AVENUE  
 WEST SACRAMENTO, CA 95691



AP # 036-023-030-003

Project No. 11.02  
 Drawn By: DK  
 Checked By: BK  
 Issue Date: 02/07/17  
 Scale: 1/8" = 1'-0"

THIS PLAN IS TO BE CONSIDERED AS A PART OF THE PROJECT CONTRACT DOCUMENTS. IT IS THE RESPONSIBILITY OF THE ARCHITECT TO PROVIDE ALL NECESSARY INFORMATION TO THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR ANY DELAYS OR COSTS INCURRED BY THE CONTRACTOR DUE TO OMISSIONS OR INADEQUACIES OF INFORMATION PROVIDED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR ANY DELAYS OR COSTS INCURRED BY THE CONTRACTOR DUE TO OMISSIONS OR INADEQUACIES OF INFORMATION PROVIDED BY THE CONTRACTOR.

Scale: AS NOTED  
 ADMINISTRATION BUILDING  
 ROOF PLAN SCHEMATIC  
 Sheet No. A2.4

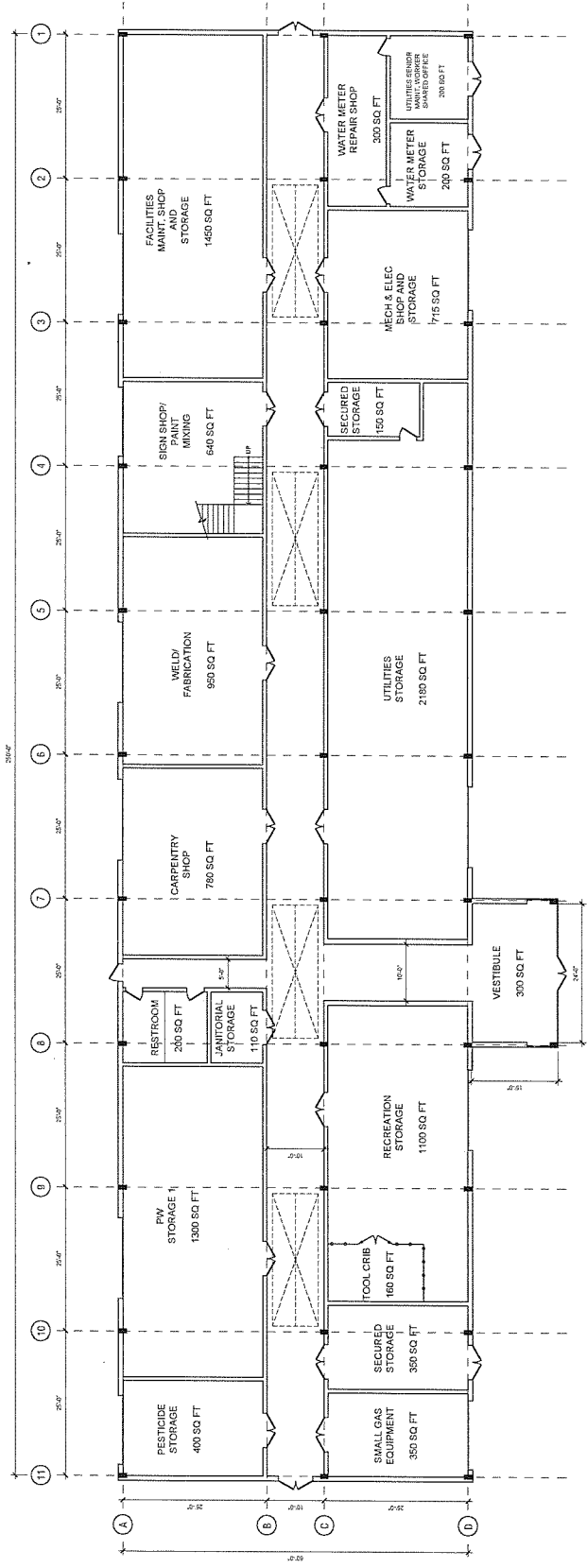


AP # 008-003-000-000  
 Project No. 16-06  
 Date 08/01/17  
 Drawn By: DK  
 Checked By: BK  
 Scale: AS NOTED

350 FT. SUMMARY  
 FIRST FLOOR = 15,900 SQ. FT.

SHOP BUILDING  
 FIRST FLOOR SCHEMATIC

Sheet No. **A2.5**



NORTH

1 PROPOSED SHOP BUILDING, FIRST FLOOR  
 1/8" = 1'-0"

KAPPE ARCHITECTS  
 801 O STREET SAN RAFAEL, CA 94901  
 TEL: 415 457 7801 FAX: 415 457 7865

WEST SACRAMENTO CORPORATION YARD

4300-4500 W. CAPITOL AVENUE  
 WEST SACRAMENTO, CA 95691

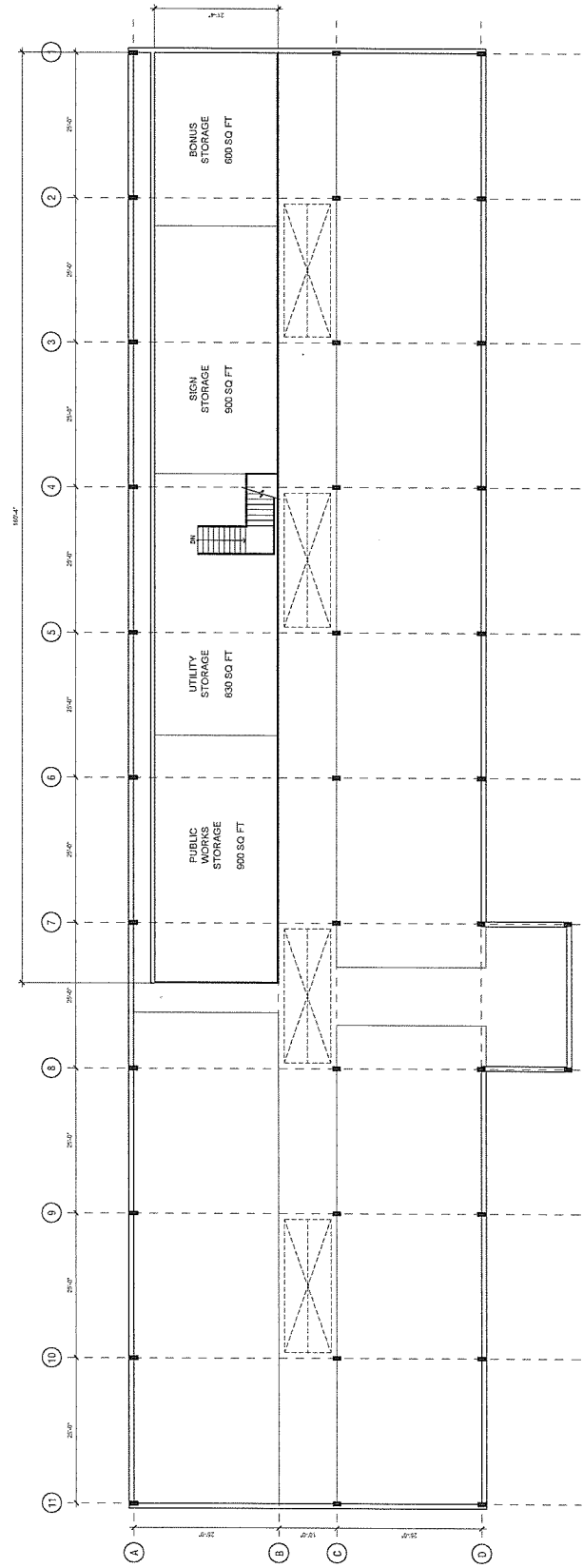


AP # 000-000-000000  
 Project No. 18106  
 Drawn By DK  
 Check By  
 Scale 1/8" = 1'-0"  
 Date 08/07  
 Revision  
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SO. FT. SUMMERS  
 MEZZANINE = 3200 SQ FT

SHOP BUILDING  
 MEZZANINE LEVEL SCHEMATIC  
 DATE AS NOTED

Sheet No. A2.6

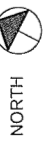
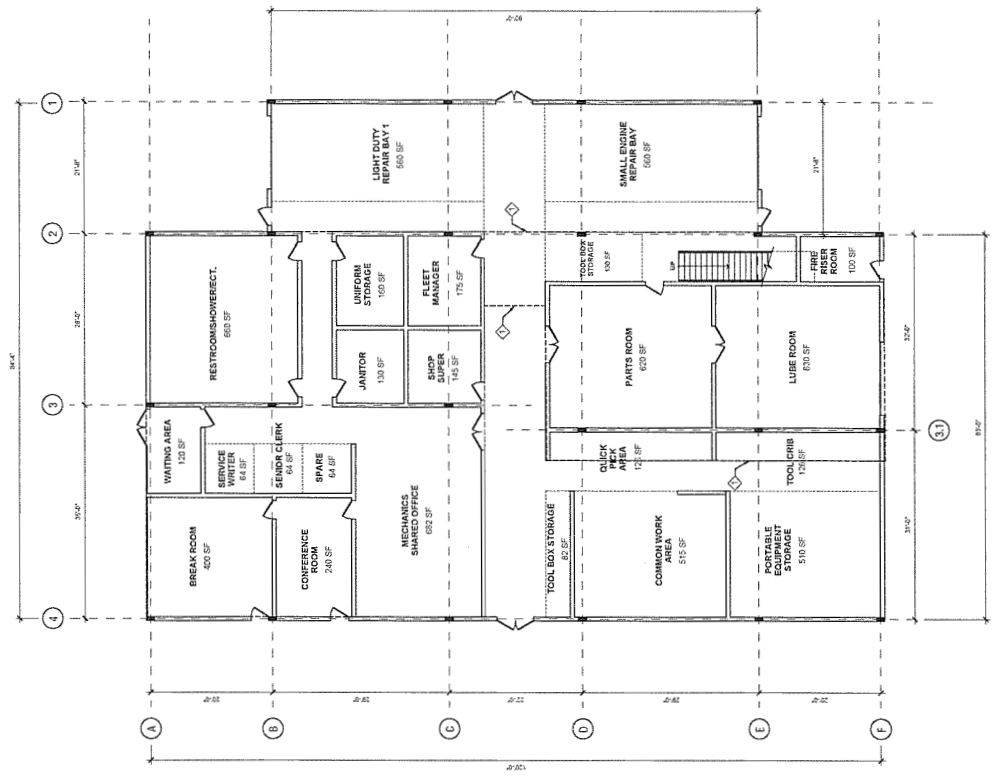


1 PROPOSED SHOP BUILDING, MEZZANINE LEVEL  
 1/8" = 1'-0"



KEY NOTES

1. ACTUARY'S OFFICE



1 PROPOSED MAINTENANCE BUILDING, FIRST FLOOR

KAPPE ARCHITECTS  
 801 'D' STREET SAN RAFAEL, CA 94901  
 TEL. 415.457.7801 FAX. 415.457.7885

WEST SACRAMENTO CORPORATION YARD

4300 JISSO W. CAPITOLA AVENUE WEST SACRAMENTO, CA 95891



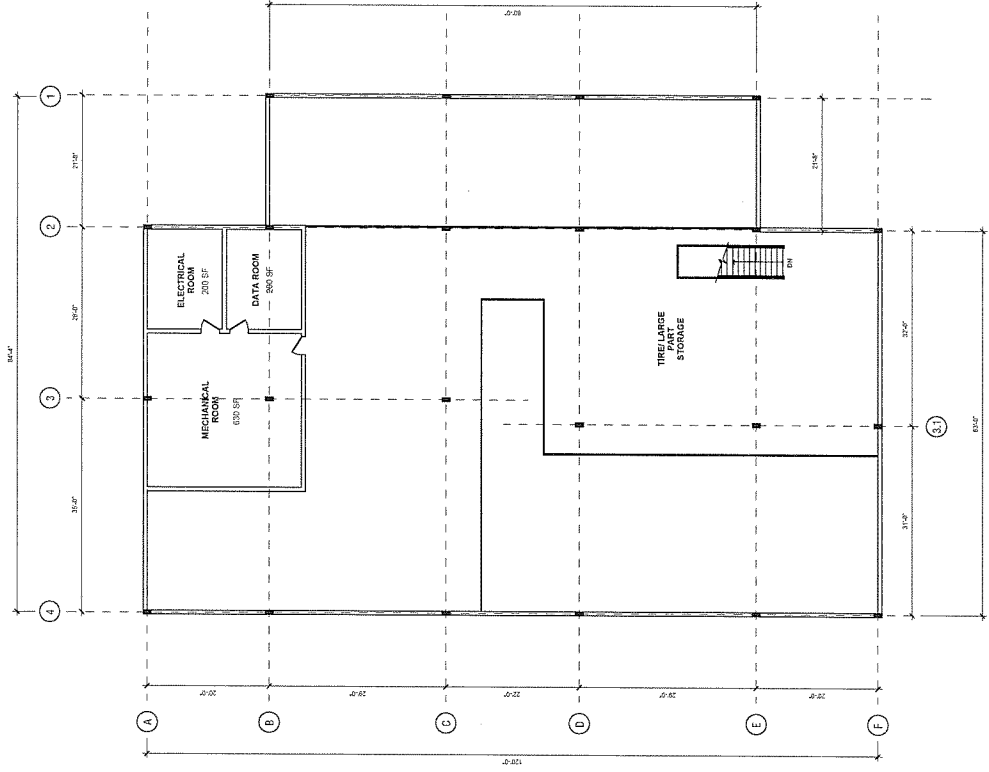
AP # 0303000000  
 PROJECT NO. 10.08  
 DRAWN BY DK  
 CHECKED BY RK  
 ISSUED DATE 02/03/17  
 SHEET NO. 101  
 DATE

SUMMARY  
 FIRST FLOOR - 9,482 SQ FT

Sheet No. 101  
 MAINTENANCE BUILDING  
 FIRST FLOOR, SCHEMATIC

Scale: AS NOTED  
 Sheet No. A2.7

KEY NOTES



1 PROPOSED MAINTENANCE BUILDING, MEZZANINE  
1/8" = 1'-0"

KAPPE ARCHITECTS  
601 'D' STREET SAN RAFAEL, CA 94901  
TEL: 415 457 7801 FAX: 415 457 7889

WEST SACRAMENTO CORPORATION  
4300-4350 W. CAPITOL AVENUE  
WEST SACRAMENTO, CA 95691



APP # 001-003-003-000  
 Project No.: 16-05  
 Drawn By: EK  
 Checked By: RK  
 Issue Date: 02/07/17  
 Title: MEZ  
 Date: 1/17/17  
 1. This set of plans was prepared by the Architect for the purpose of obtaining a building permit. It is not to be used for any other purpose without the written consent of the Architect. The Architect is not responsible for any errors or omissions in these plans, or for any consequences arising from their use. The Architect is not responsible for any conditions or circumstances that may exist at the time of construction, or for any changes or modifications to these plans that may be required during the course of construction. The Architect is not responsible for any conditions or circumstances that may exist at the time of construction, or for any changes or modifications to these plans that may be required during the course of construction.

SHEET SUMMARY  
 MEZZANINE = 5,500 SQ FT

Sheet Title:  
 MAINTENANCE BUILDING  
 MEZZANINE SCHEMATIC

Scale: AS NOTED  
 Sheet No.: A2.8

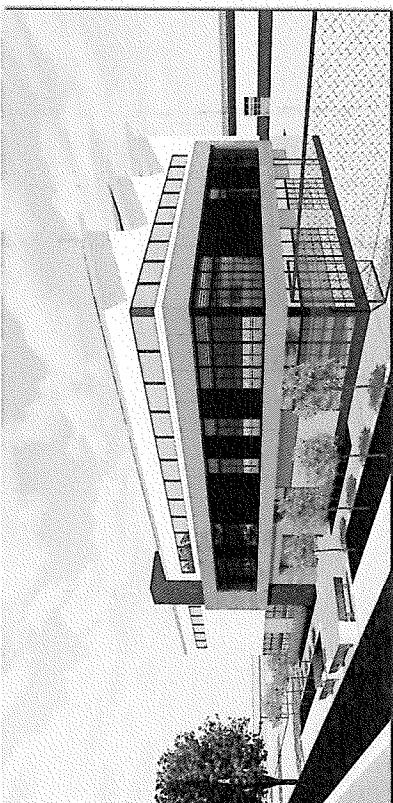
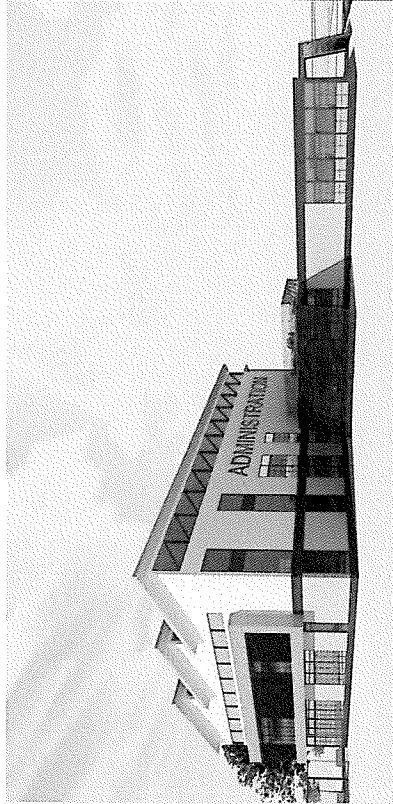
WEST  
 SACRAMENTO  
 CORPORATION  
 CORPORATION  
 YARD

4800 50th W. CAPITOL AVENUE  
 WEST SACRAMENTO, CA 95881



AP # 005-000-000-000  
 Project No.: 16-08  
 Client: SAC  
 Designer: KAPPE  
 Architect: KAPPE  
 Date: 02/03/17

Sheet Title:  
 ADMINISTRATION BUILDING  
 RENDERING REVISED SCHEME  
 Date: 02/03/17  
 Drawn By:  
 Checked By:  
 Scale:



ADMINISTRATION BUILDING, REVISED SCHEME. 02.03.17

KAPPE ARCHITECTS  
 801 'D' STREET SAN RAFAEL, CA 94901  
 TEL: 415.457.7801 FAX: 415.457.7885

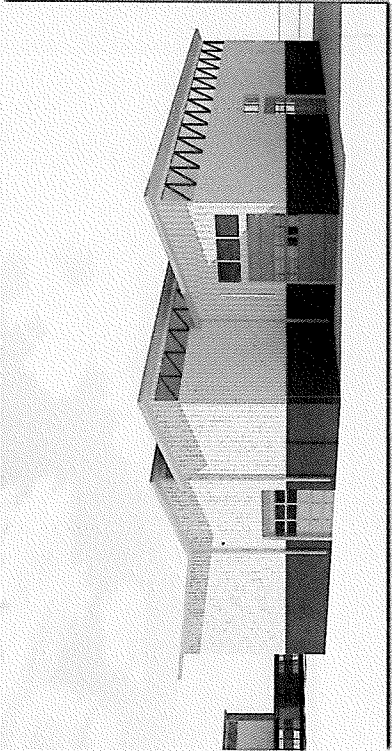
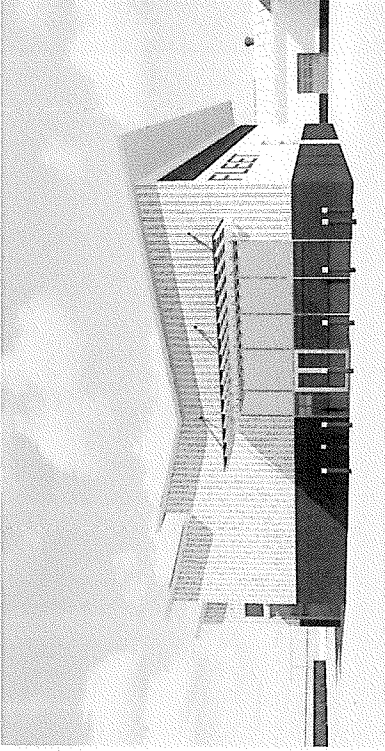
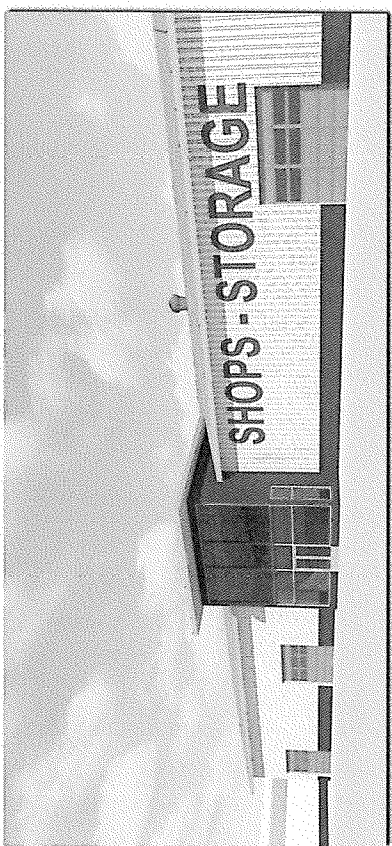
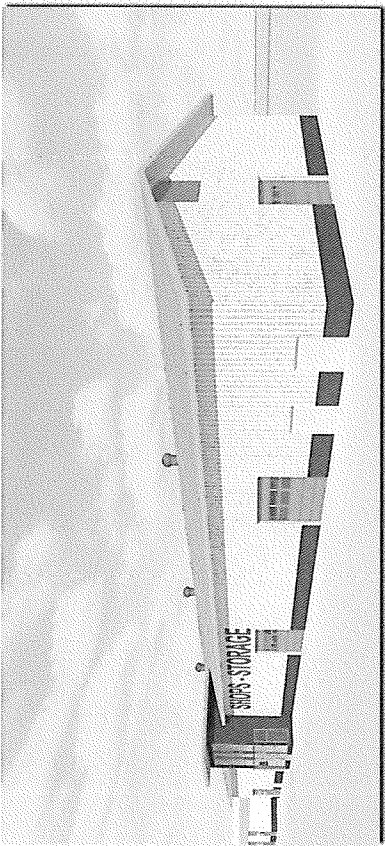
WEST SACRAMENTO CORPORATION YARD  
 4500 AND N. CAPITOL AVENUE  
 WEST SACRAMENTO, CA 95681



AP # 02-03-001-000  
 Project No. 18-05  
 Drawn By DK  
 Checked By RFE  
 Project Name 020317  
 Date 04/11/17  
 Scale 1/8" = 1'-0"

All drawings are prepared under the supervision of the registered professional architect, Kappe Architects, Inc., and shall be used only for the project and site specifically identified on the title block. Any other use, reproduction, or distribution of these drawings without the written consent of Kappe Architects, Inc. is strictly prohibited. The user of these drawings shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities. Kappe Architects, Inc. shall not be held liable for any errors or omissions on these drawings.

Sheet Title  
 SHOP AND FLEET BUILDING  
 REVISED SCHEME  
 Date: AS NOTED  
 Sheet No.



SHOP AND MAINTENANCE BUILDINGS. REVISED SCHEME. 02.03.17

KAPPE ARCHITECTS  
 801 'D' STREET SAN RAFAEL, CA 94901  
 TEL: 415.457.7801 FAX: 415.457.7885

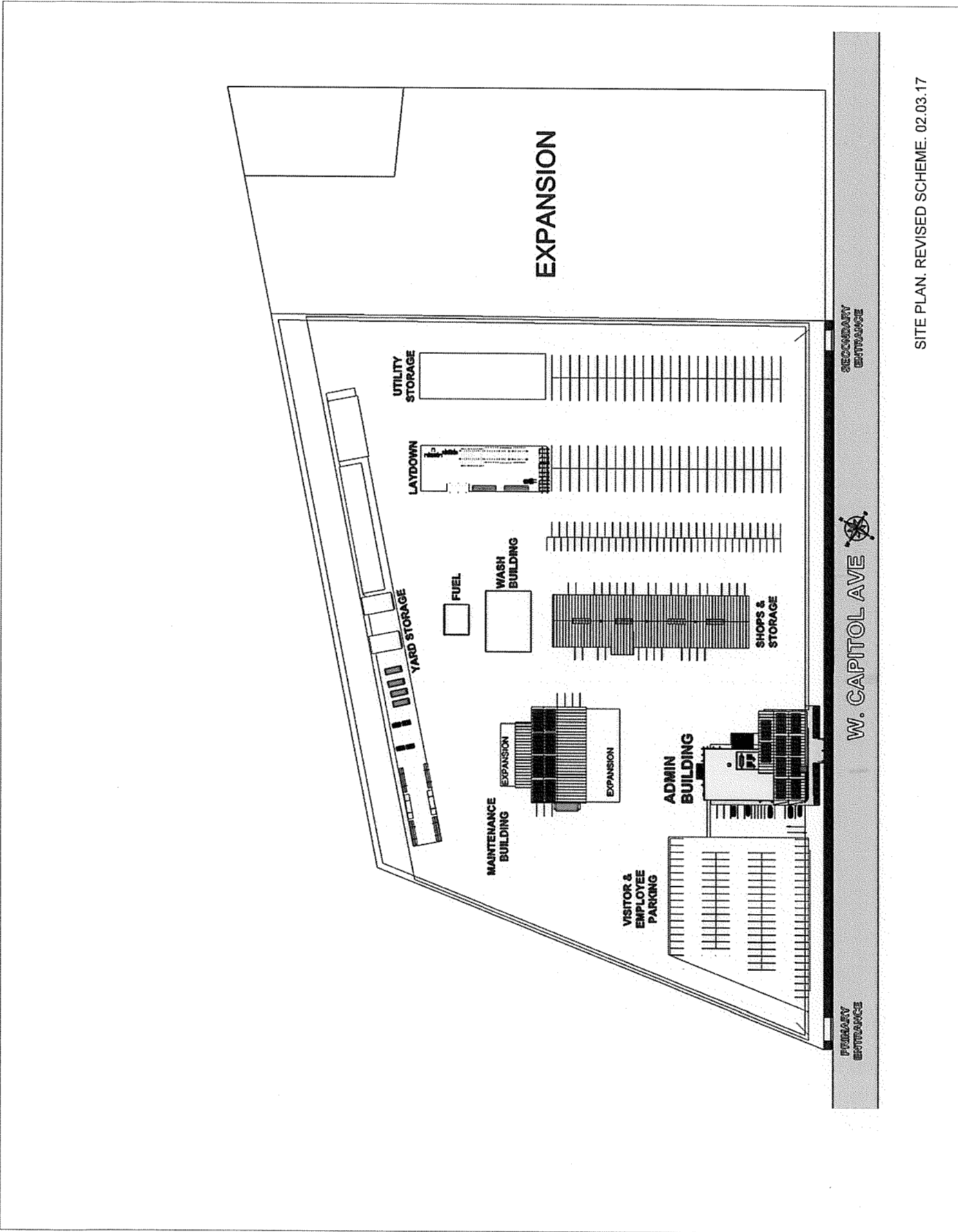
WEST SACRAMENTO CORPORATION YARD  
 4300-4350 W. CAPITOL AVENUE  
 WEST SACRAMENTO, CA 95691



AP # 000-000-000-000  
 Project No. 10106  
 Client: SAC  
 Contract No. 100  
 Revision: 10/03/17  
 Date: 10/03/17

All drawings are prepared under the supervision of David H. Kappe, a Professional Engineer in the State of California. The drawings are prepared for the project described above. The drawings are not to be used for any other project without the written consent of KAPPE ARCHITECTS. The drawings are the property of KAPPE ARCHITECTS and shall not be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of KAPPE ARCHITECTS.

Sheet No. \_\_\_\_\_  
 SITE PLAN, REVISED SCHEME  
 Date: AS NOTED  
 Drawn By: \_\_\_\_\_  
 Checked By: \_\_\_\_\_



SITE PLAN, REVISED SCHEME. 02.03.17

MEETING DATE: April 19, 2017

ITEM # 23

**SUBJECT:**  
**CONSIDERATION OF A WORKSHOP ON WEST SACRAMENTO TRANSIT PILOT PROJECTS AND MOBILITY ACTION PLAN (MAP)**

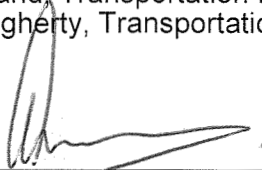
INITIATED OR REQUESTED BY:

 Council     Staff

 Other

REPORT COORDINATED OR PREPARED BY:

 Sarah Strand, Transportation Intern  
 Chris Dougherty, Transportation Program Specialist

  
 \_\_\_\_\_  
 Deniz Anbiah, Director  
 Department of Public Works
ATTACHMENT  Yes     No
 Information     Direction     Action
**OBJECTIVE**

The objective of this report is to provide information to the City Council about the Mobility Action Plan (MAP) and related Pilot Projects for discussion, comment and direction.

**RECOMMENDED ACTION**

It is respectfully recommended that the City Council:

1. Receive staff's presentation and conduct workshop on the Mobility Action Plan (MAP) and Pilot Projects;
2. Select a level of service for the Pilot 1 Downtown Shuttle and direct staff to implement Pilot 1 in partnership with Yolo County Transportation District (YCTD); and
3. Authorize staff to release a Request for Proposals (RFP) for professional services for the Pilot 2 Flexible Transportation Service.

**BACKGROUND**

While fixed-route transit ridership in West Sacramento has declined significantly in the last five years, costs per rider have grown. With over \$2 million in Transportation Development Act (TDA) allocations anticipated by the YCTD 2016/2017 budget, Council and staff have recognized that a more cost-effective approach to public transportation is necessary to better serve the mobility needs of residents. The City's existing fixed-route transit network presents a number of challenges. Though transit is a viable option for many and most residents live within ¼-½ mile of a transit stop, ridership has continued to decline. Low-density suburban routes have seen poor ridership as a result of long travel times and small transit catchment areas. In addition, transit stops currently lack complementary multi-modal options to help transit riders complete the first and last few miles to and from destinations.

Council identified the Public Transportation Strategy (PTS) as a Top Priority on the 2016 Strategic Plan Policy Agenda. Last June, Council directed staff to continue development of the PTS with a focus on streamlining transit and identifying transferrable technologies and best practices from other cities. In response, staff developed a strategy that would initiate development of the West Sacramento Mobility Action Plan (MAP), a prioritized set of near- to long-term investments to guide the implementation of a robust multi-modal mobility network. The MAP seeks to optimize transit network efficiency, define a role for alternative and emerging mobility services (both public and private), and support West Sacramento's preparedness in integrating future transportation technologies. Ultimately, the plan will equip the City to strategically leverage prioritized MAP projects as new and recurring sources of grant funding become available.

**ANALYSIS**

Two (2) near-term Pilot Projects are proposed to feed into the long-term West Sacramento MAP.

**Pilot 1 Downtown Shuttle.** Pilot 1 proposes to convert the existing "Y Shuttle" from a special events service to a regular Downtown Shuttle. The existing Route 340A CalSTRS/Ziggurat, which has received meager ridership to-date, would be discontinued. The introduction of a high frequency Downtown Shuttle will be complemented by incoming bikeshare (anticipated May 2017) and multi-modal improvements to support circulation in the Washington District, including the Washington District Sustainable Community Infrastructure Project that will award a construction contract in May 2017 to add new bike lanes, a cycle track, and sidewalk improvements.

Remaining downtown transit lines (Routes 240, 41, and 40) would be modified to terminate at the West Sacramento Transit Center before continuing into downtown Sacramento as the Downtown Shuttle. This transition would be made seamlessly through a sign-change, rather than forcing riders to transfer buses. The Downtown Shuttle will emulate the future streetcar route, where feasible. On March 15, Council directed staff to coordinate with YCTD to accelerate transit shuttle service in the entertainment zone, to include the Bridge District. In response, Staff coordinated with YCTD to propose as part of Pilot 1 a deviation of Route 39 (Southport Commute) to provide peak-hour commuter service to the Bridge District (See Attachment 1). Per YCTD, the soonest proposed changes could be implemented is July 30, 2017 due to requisite route modification and union contract processes.

YCTD has provided four (4) service level alternatives accompanied by cost estimates for the City’s review. The cost neutral alternative replaces existing downtown bus route segments with a Downtown Shuttle, providing service every 20 minutes all day. The remaining alternatives reflect the estimated costs of providing 15 minute Downtown Shuttle headways at varying levels. If the pilot proves successful at 20 minute headways, the level of service could be increased at a later date to accommodate increases in demand. The estimates displayed in the table below account for service five (5) days per week. Staff requests that Council select a service level and direct staff to implement Pilot 1 in partnership with YCTD. Staff currently recommends the cost-neutral option that would provide 20 minute service all day.

Approximate Frequency of Service	Annual Cost	Cost Increase	% Cost Increase
<b>20 min All Day Cost Neutral Service Level (5:30am-10:30pm)</b>	\$118,625	0	0.0%
<b>15 min Peak (20-30 min Off-Peak) (Peak Hours 5:30am-9am; 3pm-6:30pm)</b>	\$124,930	\$6,305	5.3%
<b>15 min All Day (Ending at 6:30pm)</b>	\$150,670	\$32,045	27%
<b>15 min All Day (Ending at 8:25pm)</b>	\$159,250	\$40,625	34.2%

Estimates are based on “all-inclusive” costs; actual cost per hour may vary upon final implemented revenue hours/miles

**Pilot 2 Flexible Transportation Service.** Pilot 2 proposes to deploy an innovative flexible transportation or “microtransit” service that integrates emerging on-demand technologies, similar to increasingly popular Transportation Network Company (TNC) services (i.e. Uber or Lyft). Microtransit refers to flexible transit services that “right-size” vehicles based on demand, ranging from Paratransit buses to shuttle vans to passenger cars. Microtransit services can be divided into two broad categories: services that operate commuter shuttles in certain areas based on demand (i.e., Bridj), and services that allow a passenger to share a ride with others nearby who have a similar destination (Via, UberPool, LyftLine).

The operational structure of flexible transportation services range on a spectrum from nearly fixed route to entirely demand-responsive. Operational flexibility can be applied to three main variables: routes, stops, and schedules, and builds in a consideration of land use and origin/destination data. Increasingly, real-time demand-response is being enabled by sophisticated algorithms that control dynamic routing and scheduling. Some examples of flexible transportation service models include:

- **Route Deviation:** Limited flexible routes and stops along fixed routes with fixed schedules (ie. Paratransit).
- **Adaptive Fixed Route:** A fixed route that adapts the schedule, stops, and route each week to serve new demand and eventually settles on an optimal, demand-driven route.
- **Point Deviation:** Fixed stops with zone-based, flexible routes; flexible or fixed schedule.
- **Flexible-Route Segments:** Flexible routes, stops, and schedule supplanting a segment of a fixed route.
- **Zone Route:** Primarily demand-responsive; flexible routes and stops within designated zones, typically paired with fixed arrival/departure times. Origins may be fixed with flexible destinations, or vice versa.
- **Demand-Responsive Connector:** Entirely demand-responsive with flexible routes and stops, but may include fixed schedules for transfer points connecting with a fixed route.

Pilots in other cities are demonstrating how such services can create cost and operational efficiency for transit systems in low-density areas with limited access, however more remains to be learned about the best application of new mobility services across other land uses. West Sacramento's well-contained yet diverse urban transect provides a unique opportunity to deploy a Pilot that would not only harness data on local demand and travel behaviors to improve mobility for residents, but could also serve as a case study for jurisdictions across the country to learn from. As an AARP Age-Friendly Community, these types of services may also offer viable solutions for senior mobility in West Sacramento in the future.

The scale and geographic extent of Pilot 2 will depend on funding availability. If resources cannot support a citywide pilot, staff recommends starting with a Southport-focused microtransit service using smaller vehicles to connect with key destinations, which could lead to a phased replacement for routes 35 and 39 if successful. Innovative public outreach and marketing will play key roles in service development and deployment. Staff has been coordinating with YCTD and has engaged with private mobility service providers who are currently deploying similar pilots around the country, including Uber, Lyft, Bridj, Via, and TransLoc. Private firms have expressed interest in responding to a request for proposals and/or information, should the City release one. Additionally, the UC Davis Institute for Transportation and UC Berkeley Transportation Sustainability Research Center have expressed interest in exploring collaborative opportunities to evaluate the performance of Pilot 2.

Staff recommends releasing a Request for Proposals (RFP) to qualified public and private mobility service providers to help define the optimum operational model for Pilot 2 with goals of reducing automobile reliance and enhancing multi-modal and transit connections to key destinations, such as Southport Town Center, Washington Square, or downtown Sacramento. At this time, staff does not recommend a subsidized TNC (Uber/Lyft) program due to concerns for social equity and Vehicle Miles Travelled (VMT) production.

Staff has identified two (2) potential funding sources: the SACOG TDM Innovations Grant Program and the California Air Resources Board (ARB) Car Sharing and Mobility Options Pilot Program (CSMOPP).

The SACOG TDM Innovations grant program has a maximum funding request limit of \$150,000 with a local match requirement of 11.47% (cash or in-kind). The final Pilot 2 model will be proposed to Council prior to submitting an application to the SACOG TDM Innovations Grant Program on June 30.

On April 4, the California Air Resources Board released a grant solicitation for the CSMOPP. The program has a maximum funding request limit of \$2.25M local match requirements of 25% (10% cash, 15% in-kind) and requires projects to serve a Disadvantaged Community, per CalEnviroScreen 2.0. Staff is currently investigating the grant requirements and may submit an application for Pilot 2, pending eligibility and Council approval. If a resolution is required to apply for funds, staff will return to Council in advance of the May 22 grant application deadline.

Pending approval, local match sources for either program could include Measure E or State Transit Assistance (STA) funds. Staff requests that Council provide direction on the proposed Pilot 2 at this time.

**Mobility Action Plan Development.** The MAP will develop a blueprint to guide transportation investments in the City over time by strategically identifying opportunities for transit streamlining, multi-modal "Mobility Hub" locations, and smart technology investments. Mobility Hubs respond to the first-last mile problem, and to emerging trends in transportation technology, by strategically bundling a suite of mobility options to help close gaps at and around transit stations and regional destinations.

In concert with prioritizing mobility projects, the MAP will coordinate transportation with land use, helping the mobility network to develop in stride with evolving areas of the city to create comprehensive, integrated, and context-sensitive travel options for current and future residents. Improving the operational efficiency of the transit network will enable the City to reallocate resources into expanding complementary mobility choices and develop a 21<sup>st</sup> century transportation network. The plan will enable the City to better compete for various funding resources, will build from information gathered in Pilots 1 and 2, and will leverage interagency and cross-departmental coordination to include:

- Transit Analysis and Recommendations
- Mobility Hub Analysis and Recommendations
- Technology Integration and Readiness Strategy
- Near-, Mid-, & Long-term Action Items



It is anticipated that the MAP would compete for funding in the Caltrans Sustainable Transportation Planning Grant Program. Application deadlines are anticipated for Fall 2017, with contracts awarded by early Fall 2018. Staff will also be monitoring SB 1 transportation funding as a potential resource as funding allocations and programs are defined in the coming months. Staff requests that Council provide feedback on the proposed MAP.

#### Commission Recommendation

This item was presented to the Transportation, Mobility, and Infrastructure Commission on March 6. The Commission voted unanimously to move the item forward to City Council. Commissioner comments included a recommendation of 15 minute peak-hour headways for Pilot 1 Downtown Shuttle and expressed concerns about Pilot 2 and TNCs (Uber/Lyft) related to VMT production and bike and ADA accommodations.

#### Strategic Plan Integration

This project advances the 2017 Strategic Plan Management Agenda item, "Mobility Action Plan."

#### Alternatives

The City Council's primary alternatives to the recommended actions are summarized below:

- 1) Receive staff's presentation, conduct workshop, and accept, modify or reject staff's recommendations.
- 2) Elect to not conduct the workshop and provide comment on the recommendations at this time and direct staff to return at a later date with additional information.

#### Coordination and Review

This report was completed in coordination with staff from the Yolo County Transportation District.

#### Budget/Cost Impact

While no immediate costs or budget impacts relate to this workshop, implementation of the proposed recommendations will have cost impacts contingent on Council direction(s) to staff. Any increase in this cost shall be paid from the Local Transit Assistance Fund.

#### **ATTACHMENT(S)**

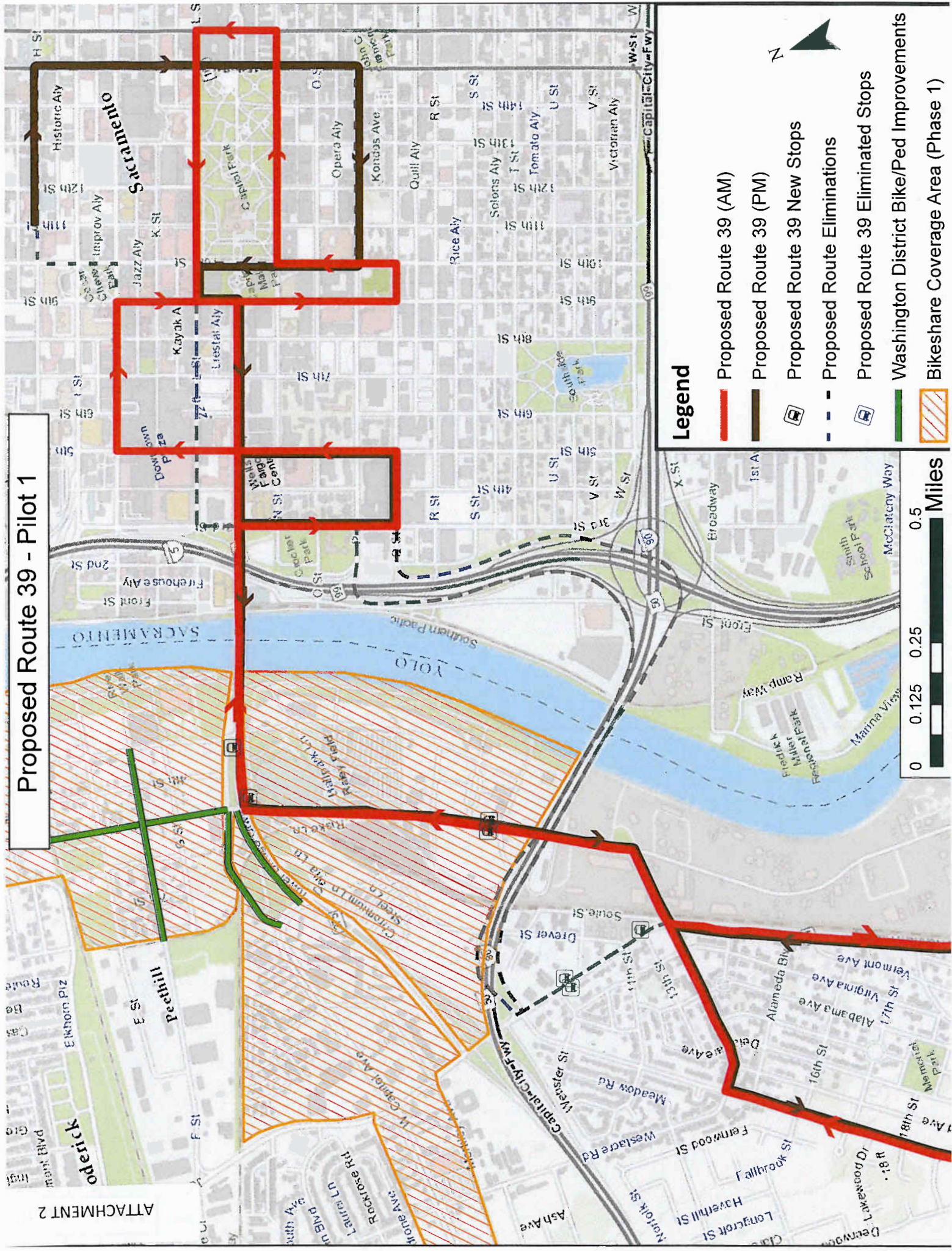
Attachment 1 – Map of proposed Pilot 1 Downtown Shuttle

Attachment 2 – Map of proposed Pilot 1 Route 39 Bridge District Commuter Service






# Proposed Route 39 - Pilot 1

ATTACHMENT 2



## Legend

- Proposed Route 39 (AM)
- Proposed Route 39 (PM)
-  Proposed Route 39 New Stops
- - - Proposed Route Eliminations
-  Proposed Route 39 Eliminated Stops
- Washington District Bike/Ped Improvements
-  Bikeshare Coverage Area (Phase 1)

