

**CITY OF WEST SACRAMENTO
REGULAR MEETING OF THE WEST SACRAMENTO CITY COUNCIL AND
WEST SACRAMENTO REDEVELOPMENT SUCCESSOR AGENCY & WEST SACRAMENTO FINANCING AUTHORITY
MARCH 21, 2018 AGENDA**

Christopher L. Cabaldon, Mayor

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

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

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 | Alternate – Sandeen |
| Port District Commission | Ledesma; Johannessen; Sandeen; Cabaldon; Alternate - Orozco |
| Regional Water Authority | Orozco |
| River City Regional Stadium Financing Authority | Cabaldon, Orozco |
| Riverfront Joint Powers Authority | Cabaldon, Ledesma; Alternate - Sandeen, Alternate - Johannessen |
| 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 |
| 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 Consolidated Redevelopment Successor Agency Oversight Board | Ledesma |
| 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 |
| Yolo Subbasin Sustainable Groundwater Agency | Sandeen |
- 1C. COUNCIL APPOINTMENTS, REAPPOINTMENTS, REMOVALS TO/FROM CITY AND NON-CITY BOARDS AND COMMISSIONS**
Environment & Utilities Commission; Planning Commission

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/COMMUNITY RELATIONS**
PRESENTATION OF A PROCLAMATION DECLARING APRIL 2018 AS CHILD ABUSE PREVENTION MONTH. (BERLIN)

CONSENT AGENDA

3. **COMMUNITY DEVELOPMENT/ENGINEERING**
CONSIDERATION OF RESOLUTION 18-21 ANNOUNCING THE CITY'S INTENTION TO ABANDON A PORTION OF PUBLIC RIGHT-OF-WAY LOCATED AT THE CORNER OF BRIDGE STREET AND CENTRAL STREET AND THE CORNER OF BRIDGE STREET AND RIVERFRONT STREET. (HAMILTON)
- Comment:** This vacation of right-of-way, which squares off rounded corners at the intersections, allows for construction of buildings without setbacks from the right-of-way, which is prescribed in the Bridge District Guidelines.
4. **PARKS & RECREATION**
CONSIDERATION OF APPROVAL OF CONTRACT AMENDMENT 1 FOR PROFESSIONAL SERVICES WITH PROS CONSULTING FOR DEVELOPMENT OF AN UPDATED BUSINESS PLAN FOR THE RECREATION CENTER. (C. TUTTLE)
- Comment:** On August 16, 2017, the City Council approved the contract with PROS Consulting to complete the Parks and Open Space Master Plan Update. Critical to the long-term viability of the Parks and Open Space Master Plan is the planning and monitoring of the City's investment in existing parks and recreation facilities, specifically the Recreation Center, which opened in January 2009. Completing a Business Plan Update concurrent with the Parks and Open Space Master Plan Update will provide valuable information for the overall planning effort and offers efficiencies with additional data collection and analyses.
5. **PARKS & RECREATION**
CONSIDERATION OF RESOLUTION 18-18 APPROVING THE APPLICATION FOR THE URBAN GREENING GRANT PROGRAM FOR CLARKSBURG BRANCH LINE TRAIL SAFE ROUTES TO SCHOOLS IMPROVEMENTS. (C. TUTTLE)
- Comment:** The Urban Greening Program is funded by California Climate Investments, a statewide program that uses cap-and-trade dollars to help reduce greenhouse gas emissions, strengthen the economy and improve public health and the environment. Staff seeks Council approval for the Urban Greening Grant Program application for Safe Routes to School improvements proposed on and/or near the Clarksburg Branch Line Trail as well as authorize the use of Measure E Bicycle, Pedestrian and Trail funds to be used as match for the Urban Greening grant application.
6. **PARKS & RECREATION**
CONSIDERATION OF LICENSE TO INSTALL IMPROVEMENTS AND AGREEMENT FOR ACQUISITION OF IMPROVEMENTS WITH ASSEMBLE SACRAMENTO FOR THE NEST PROJECT BIKE REST STOP & HYDRATION STATION. (C. TUTTLE)
- Comment:** On April 20, 2016, the City Council approved a partnership between the City and Assemble Sacramento to design and build The Nest Project: a small bike rest stop and hydration station area on the existing Clarksburg Branch Line Trail. Staff is seeking Council's approval of the agreement required for the installation and acceptance of the project improvements and related actions including authorization to utilize Measure E Bicycle, Pedestrian and Trail funds toward the City development fees for the Project.
7. **PUBLIC WORKS/ENGINEERING**
CONSIDERATION OF APPROVAL OF CONTRACT AMENDMENT NO. 3 TO THE CONTRACT FOR PROFESSIONAL SERVICES WITH AECOM FOR THE WASHINGTON DISTRICT SUSTAINABLE COMMUNITY INFRASTRUCTURE PROJECT. (ANBIAH)
- Comment:** The purpose of Contract Amendment No. 3 to AECOM is to provide the data recovery support at three archaeological sites prior to the installation of the proposed sanitary sewer facilities.
8. **PUBLIC WORKS/ENGINEERING**
CONSIDERATION OF APPROVAL OF CONTRACT AMENDMENT NO. 1 TO THE CONTRACT FOR MATERIALS TESTING AND ENVIRONMENTAL SERVICES WITH BLACKBURN CONSULTING FOR THE WASHINGTON DISTRICT SUSTAINABLE COMMUNITY INFRASTRUCTURE PROJECT. (ANBIAH)
- Comment:** The purpose of Contract Amendment No. 1 to Blackburn Consulting is to provide geotechnical support for the full lead removal plan at the Tower Court parcel located at 815 West Capitol Avenue.

9. **PUBLIC WORKS/OPERATIONS**
CONSIDERATION OF RESOLUTION 18-22 APPROVING THE SEWER SYSTEM MANAGEMENT PLAN UPDATE. (ANBIAH)
- Comment:** The updated Sanitary Sewer Management Plan (SSMP) will provide a consistent, statewide regulatory approach to address Sanitary Sewer Overflows. State Water Board adopted Statewide General Waste Discharge Requirements that requires updated SSMP.
10. **PUBLIC WORKS/FACILITIES**
CONSIDERATION OF APPROVAL OF A CONTRACT FOR PROFESSIONAL SERVICES WITH MARK THOMAS & COMPANY TO DESIGN MEMORIAL PARK ADA UPGRADES. (ANBIAH)
- Comment:** The City is coordinating efforts to begin the Memorial Park Americans with Disabilities Act Upgrades project. Improvements will consist of the design and construction of accessibility upgrades to the parking, sidewalks, curb ramps, restrooms, drinking fountains, picnic tables, bleachers, baseball dugouts and all other misc. site amenities.
11. **PUBLIC WORKS/TRANSPORTATION**
CONSIDERATION OF AN INFORMATION ITEM ABOUT THE REGIONAL BIKE SHARE SYSTEM. (ANBIAH)
- Comment:** The purpose of this report is to provide the City Council with an update on the Regional Bike Share System. This project will launch a regional electric assist bike share service in West Sacramento, Sacramento and Davis in May 2018.
12. **CITY MANAGER/HUMAN RESOURCES**
CONSIDERATION OF THE TERMS OF AGREEMENT AND ADOPTION OF THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF WEST SACRAMENTO AND THE WEST SACRAMENTO FIREFIGHTERS' ASSOCIATION - LOCAL 522. (BERLIN)
- Comment:** The current Memorandum of Understanding between the City of West Sacramento and the West Sacramento Firefighters' Association-Local 522 expired on March 31, 2017. Negotiations commenced on February 2, 2017, a tentative agreement was reached on January 22, 2018, and represented members of the Union ratified the tentative agreement on February 2, 2018.
13. **CITY MANAGER**
CONSIDERATION OF OPPORTUNITY TO JOIN THE TRANSPORTATION FOR AMERICA (T4AMERICA) SMART CITIES COLLABORATIVE AND APPROPRIATION OF \$10,000 IN MEASURE E FUNDS FOR PROGRAM EXPENSES. (BERLIN)
- Comment:** The Transportation for America Smart Cities Collaborative (Transportation 4America) is an alliance of elected, business and civic leaders from communities around the country working together to promote investment in smart, home-grown, locally driven transportation solutions.
14. **CITY MANAGER**
CONSIDERATION OF A SUPPORT POSITION ON AB 3171 (TING), THE HOMELESS PERSONS SERVICES BLOCK GRANT. (BERLIN)
- Comment:** Assembly Bill 3171 (Ting) would create a one-time State funding source to help California cities implement solutions to help address homelessness and its impacts.
15. **CITY MANAGER/CITY CLERK**
CONSIDERATION OF REVISED ADMINISTRATIVE POLICY III-A-3, APPEALS AND HEARING PROCEDURES. (BERLIN)
- Comment:** The proposed amendments clarify current and best practices and provide for consistency among the legislative bodies when conducting appeals and hearings.
16. **CITY MANAGER/CITY CLERK**
CONSIDERATION OF RESOLUTION 18-20 AMENDING RESOLUTION 17-71 FOR THE PURPOSE OF RESCHEDULING A REGULAR CITY COUNCIL MEETING DATE FROM APRIL 4 TO APRIL 11, 2018. (BERLIN)
- Comment:** Due to a scheduling conflict, it is desired to reschedule the April 4 City Council meeting to April 11. No other changes to Resolution 17-71 are proposed.
17. **CITY MANAGER/CITY CLERK**
CONSIDERATION OF APPROVAL OF THE MINUTES OF THE FEBRUARY 14, 2018 REGULAR AND MARCH 5, 2018 SPECIAL CITY COUNCIL MEETINGS. (RANKIN)

TIME-SET AGENDA (approximately 7:30 pm)

18. **ADMINISTRATIVE SERVICES/FINANCE**
CONTINUED PUBLIC HEARING AND CONSIDERATION OF RESOLUTION 18-8 AMENDING THE BOOK OF FEES FOR VARIOUS REGULATORY ACTIVITIES, PRODUCTS, AND SERVICES. (BERLIN)

Comment: Resolution 18-8 details proposed Book of Fee amendments being brought to Council in a Public Hearing. Proposed changes come from the Administrative Services Department, Community Development Department, Parks & Recreation Department, and Public Works Department.

Recommendation: Staff respectfully recommends that the City Council continue the public hearing until April 11, 2018 for consideration and adoption of Resolution 18-8 amending the Book of Fees to adopt charges for various regulatory activities, products and services.

19. **PUBLIC WORKS/ENGINEERING**
PUBLIC HEARING AND CONSIDERATION OF RESOLUTION 18-19 FOR THE REMOVAL OF THE EAST-WEST CROSSWALK AT THE INTERSECTION OF 5TH STREET AND WEST CAPITOL AVENUE. (ANBIAH)

Comment: The Washington District Sustainable Communities Infrastructure project will remove the traffic signal at the intersection of 5th Street and West Capitol Avenue. As a result of the traffic signal removal, the existing marked east-west crosswalk at the intersection is recommended for removal. Per California Vehicle Code 21950.5 the City is holding a public hearing to allow the public an opportunity to comment on the removal of the crosswalk.

Recommendation: Staff respectfully recommends the City Council hear the presentation regarding the crosswalk removal, hold a public meeting, and adopt Resolution 18-19 for the removal of the east-west crosswalk at the intersection of 5th Street and West Capitol Avenue.

REGULAR AGENDA

20. **COMMUNITY DEVELOPMENT/FLOOD PROTECTION**
PRESENTATION AND DISCUSSION ON YOLO LOCAL AGENCY FORMATION COMMISSION (LAFCo) RECOMMENDATION FOR RECLAMATION DISTRICT REORGANIZATION WITHIN WEST SACRAMENTO. (HAMILTON)

Comment: Yolo Local Agency Formation Commission recently reviewed the municipal services provided by Reclamation District 537 and Reclamation District 900. The Commission adopted a recommendation for the two districts to become subsidiary district(s) under the City's governance. This item will present and discuss information pertaining to such reorganization and explore the next steps for initiation of an application to LAFCo.

Recommendation: Staff respectfully recommends that the City Council: 1) Receive staff's presentation; 2) Discuss and provide comments on LAFCo's latest MSR recommendations; 3) Direct staff to conduct the additional analysis necessary to prepare a draft application to LAFCo proposing the reorganization of RD 537, RD 900 and LMA 4 as subsidiary districts under City of West Sacramento governance and return to the City Council at a later date with the draft application for consideration and an initiating resolution; and 4) Approve an appropriation of \$50,000 in General Fund Non-Departmental Budget Unit, 101-9910, towards the additional efforts needed to support an application for reorganization of RD 537, RD 900 and LMA 4 within West Sacramento.

21. **PUBLIC WORKS/ENGINEERING**
CONSIDERATION OF APPROVAL OF A CONTRACT FOR PROFESSIONAL SERVICES WITH NICHOLS CONSULTING ENGINEERS FOR THE PAVEMENT MANAGEMENT SYSTEM UPDATE PROJECT. (ANBIAH)

Comment: This contract will provide for updating the City's Pavement Management System and to develop a multi-year prioritized project list for implementation given limited funding.

Recommendation: Staff respectfully recommends that the City Council 1) approve the contract for professional services with Nichols Consulting Engineers in the amount of \$87,200 for updating the City's Pavement Management System to develop a package of prioritized projects; and authorize the City Manager or his designee to make contract amendments up to 5% (\$4,360) of the value of the contract.

22. **PUBLIC WORKS/TRANSPORTATION**
CONSIDERATION OF THE WEST SACRAMENTO/VIA ON-DEMAND RIDESHARE PILOT SERVICE FEATURES, BRANDING, AND
PROGRESS REPORTING FRAMEWORK. (ANBIAH)

Comment: Over the past year, staff has made progress toward the procurement of a service provider to help design, plan, market, launch, operate, maintain and evaluate the performance for a one-year, citywide on-demand rideshare pilot. Since execution of a contract with Via Transportation Inc. ("via") in January 2018, staff has worked closely with the Via team to determine preliminary service parameters, service branding, and securing an initial launch date. Staff is presenting an update to the City Council on progress to-date, feedback obtained from the transportation, mobility and infrastructure commission, and recommendations for key service features for council approval.

Recommendation: Staff respectfully recommends that 1) the City Council receive staff's presentation on key service features for implementation during the "initial launch" (Phase 2) of the West Sacramento/Via On-Demand Rideshare Pilot; 2) approve staff's recommendations regarding key service features, including initial phased launch plan approach, proposed citywide service area, initial fares and hours of operation, service standards (including walk distance and wait times), and age restrictions, and pilot branding concepts; 3) approve Phase 2 "initial launch" of service on May 14, 2018; 4) approve the proposed framework for future City Council progress reports and provide additional content recommendations; and 5) provide additional content recommendations; and provide feedback and recommendations in identifying key community hubs and potential pilot partnerships.

ADMINISTRATIVE FUNCTION – PART II

23. 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
MARCH 21, 2018 CLOSED SESSION AGENDA**

Christopher L. Cabaldon, Mayor

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

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

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 Legal Counsel – Initiation of Litigation - GC §54956.9(c): 1

3. CITY ATTORNEY

Conference with Labor Negotiator - GC §54957.6

Agency Negotiator: Laura Izon Powell

Employee Organization: Police Officers' Association (POA), Police Managers' Association (PMA),
Firefighters' Association Local 522

4 CITY ATTORNEY

Public Employee Appointment – GC §54957

Title: City Manager

5. CITY ATTORNEY

Conference with Real Property Negotiator - GC §54956.8

Negotiating Parties: Kunal Patel (Shree Ji Investments, LLC); Erin Rivas (City)

Property: Remnant parcel on Lake Road and Enterprise Boulevard

Under Negotiation: Price and Terms of Payment

I, Kryss Rankin, City Clerk, declare under penalty of perjury that the foregoing agenda for the March 21, 2018 regular and closed session meetings of the West Sacramento City Council, Redevelopment Successor Agency and Financing Authority was posted March 16, 2018 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.

MEETING DATE: March 21, 2018

ITEM #2

SUBJECT:

**PRESENTATION OF A PROCLAMATION DECLARING APRIL 2018 AS
CHILD ABUSE PREVENTION MONTH**

INITIATED OR REQUESTED BY:

REPORT COORDINATED OR PREPARED BY:
Paul Hosley, Communications & Media Officer

 Council Staff

 Other


Amanda Berlin, Assistant City Manager

ATTACHMENT Yes No Information Direction Action

OBJECTIVE

The objective of this report is to provide awareness of the need to support children, families and the programs that serve them so that children may live and grow up in a healthy, safe and supportive environment.

RECOMMENDED ACTION

Staff respectfully recommended that the City Council adopt a proclamation declaring April 2018 as Child Abuse Prevention Month.

BACKGROUND

Children are often the victims of abuse and neglect because parents and families are ill-equipped to provide a nurturing environment. Often, parents of children who are abused and neglected suffered similarly when they were growing up. The generational continuity of such abuse can only be stopped through awareness, education and support. A committed and coordinated effort by individuals, policy makers, and child and educational professionals can help to provide children the opportunity to grow and thrive in a healthy environment.

California counties share this dedication to the good health, school readiness, and general well-being of our children, who cannot vote, lobby or advocate, and are dependent on the adults of today for their well-being.

West Sacramento has shown its commitment to children through its numerous programs and partnerships. The City is a member of the Yolo County Children's Alliance and is a primary supporter of the Universal Preschool for West Sacramento Program.

Adoption of this proclamation will further signify the City's commitment to these causes.

ANALYSIS

N/A

Environmental Considerations

N/A

Commission Recommendation

N/A

Strategic Plan Integration

Adoption of this proclamation supports the City's vision to have our residents feel safe and secure.

Alternatives

N/A

Coordination and Review

City staff coordinated this effort with Yolo County.

Budget/Cost Impact

N/A

ATTACHMENT(S)

Proclamation

PROCLAMATION
OF THE CITY COUNCIL OF THE CITY OF WEST SACRAMENTO
RECOGNIZING APRIL 2018 AS
CHILD ABUSE PREVENTION MONTH

WHEREAS, child abuse and neglect continue to pose serious threats to our nation's children; and

WHEREAS, Adverse Childhood Experiences (ACEs), such as physical, emotional, and sexual child abuse, neglect, and parental stress or illness, can have short- and long-term outcomes, including a multitude of health and social problems; and effective early intervention and prevention efforts are less costly than trying to fix the adverse effects of child maltreatment, both in human and financial terms; and

WHEREAS, there were 676,000 victims of substantiated abuse and neglect in the United States in 2016; and 241,955 reports were referred for Child Welfare Systems (CWS) investigations in 2017 in California, of which 73,664 children had allegations that were substantiated; and

WHEREAS, the Yolo County Health and Human Services Agency, CWS, received 2,371 reports of suspected child abuse and/or neglect in 2015, of which 1,271 were referred for a CWS investigation and 377 were substantiated; and

WHEREAS, Yolo County had 384 children in CWS supervised placements at the conclusion of 2017; and

WHEREAS, in 2017 in Yolo County a monthly average of 117 children continued living with their families while the families received ongoing support services and supervision through the Family Maintenance program, and 137 children received Family Reunification services aimed at returning them to their homes of origin; and

WHEREAS, the people of Yolo County are encouraged to strengthen families and support child abuse prevention activities in their communities, specifically through the Yolo County Children's Alliance and Child Abuse Prevention Council's (YCCA) annual child abuse prevention campaign which this year is called *Weathering the Storms*, promoting healthy expressions of emotions for parents and children; and

WHEREAS, the Child Abuse Prevention Council (CAPC) of Yolo County, a YCCA program, coordinates the community's efforts to prevent and respond to child abuse and neglect and has members from CWS, the criminal justice system, prevention and treatment services, and the larger community; and

WHEREAS, in Yolo County over 20 agencies and community organizations are collaborating in their efforts to prevent child abuse and neglect through the YCCA Yolo Family Strengthening Network; and

WHEREAS, YCCA family strengthening programs include evidence-based home visiting, Family Resource Centers, safety net services, parenting classes and education, developmental screening, subsidized child care, and VITA, which brings money back into the hands of families.

THEREFORE, BE IT PROCLAIMED that the City Council of the City of West Sacramento does hereby declare the month of April 2018 to be "Child Abuse Prevention Month" in Yolo County.

PROCLAIMED this 21st day of March, 2018.

ATTEST:

Christopher L. Cabaldon, Mayor

Kryss Rankin, City Clerk

MEETING DATE: March 21, 2018

ITEM # 3

SUBJECT:

CONSIDERATION OF RESOLUTION 18-21 ANNOUNCING THE CITY'S INTENTION TO ABANDON A PORTION OF PUBLIC RIGHT-OF-WAY LOCATED AT THE CORNER OF BRIDGE STREET AND CENTRAL STREET AND THE CORNER OF BRIDGE STREET AND RIVERFRONT STREET

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

Mark Collier, Principal Engineer

[] Council [X] Staff

[] Other


 Charline Hamilton, Director
 Community Development Director

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

OBJECTIVE

The objective of this item is to declare the City's intent to vacate two portions of right-of-way which will basically "square off" the corners located at the intersection of Bridge Street and Central Street, and Bridge Street and Riverfront Street.

RECOMMENDED ACTION

It is respectfully recommended that City Council:

1. Find that the intent to vacate a portion of public right-of-way located at the corner of Bridge Street and Central Street and the corner of Bridge Street and Riverfront Street is a Project in the scope of the Bridge District Environmental Impact Report (EIR) and no further environmental review is required per Public Resources Code 21083.3;
2. Adopt Resolution 18-21 declaring the City's intent to abandon a portion of public right-of-way located at the corner of Bridge Street and Central Street and the corner of Bridge Street and Riverfront Street.

BACKGROUND

The existing public right-of-way proposed to be abandoned was originally dedicated on the final map for the Bridge District Phase 2 Homes, filed October 13, 2015. Said right-of-way is consistent with City Standards for intersecting streets.

ANALYSIS

The proposed abandonment has been requested by the property owner and will reduce the encumbrance on the adjacent property by less than 30 square feet at both locations. The abandonment converts the geometry of the intersections from rounded to squared, to allow for construction of new structures having a zero setback from the right-of-way, as is the standard within the Bridge District.

There are no existing utilities or public improvements located within the proposed area to be abandoned. The abandonment will not result in a reconfiguration of future public improvements to Bridge Street, Central Street or Riverfront Street. This abandonment facilitates compliance with the Bridge District Standards.

Environmental Considerations

The California Environmental Quality Act (Section 21000, et. seq. of the California Public Resources Code, hereafter CEQA) requires analysis of agency approvals of discretionary "projects." A "project," under CEQA, is defined as "the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment." The proposed action is a Project under CEQA. CEQA Guidelines Section 15183 (d)(2) (Public Resources Code §21083.3), provides that projects that are consistent with a Community Plan, General Plan, or Zoning for which an Environmental Impact Report (EIR) has been certified "shall not require additional environmental review, except as might be necessary to examine whether there are project-specific significant effects which are peculiar to the project or its site." An EIR was certified by the City Council for the adoption of the Bridge District Specific Plan. The proposed Project implements the goals for the specific plan and complies with the mitigation measures identified in the Bridge District EIR. No other special circumstances exist that would create a reasonable possibility that the proposed Project will have a significant adverse effect on the environment.

Therefore, the Bridge District EIR, per Section 15183, is sufficient to support the Project and no further environmental review is required.

Commission Recommendation

N/A

Strategic Plan Integration

Approval of Resolution 18-21 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 portions of the public right-of-way.

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,

ATTACHMENT(S)

1. Resolution 18-21
2. Legal description
3. Vicinity Map

ATTACHMENT 1

RESOLUTION 18-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST SACRAMENTO ANNOUNCING THE INTENTION TO VACATE A PORTION OF RIGHT-OF-WAY LOCATED AT THE CORNER OF BRIDGE STREET AND CENTRAL STREET AND THE CORNER OF BRIDGE STREET AND RIVERFRONT 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 right-of-way 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 those portions of right-of-way located at the corner of Bridge Street and Central Street and the corner of Bridge Street and Riverfront 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 25th day of April, 2018, 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 21st day of March, 2017 by the following vote:

AYES:
NOES:
ABSENT:

Christopher L. Cabaldon, Mayor

ATTEST:

Kryss Rankin, City Clerk

EXHIBIT A

ALL THAT REAL PROPERTY SITUATED IN THE CITY OF WEST SACRAMENTO, COUNTY OF YOLO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF CENTRAL STREET, BRIDGE STREET AND RIVERFRONT STREET, AS SHOWN ON "FINAL MAP OF BRIDGE DISTRICT PHASE 2 HOMES", FILED OCTOBER 30TH, 2015 IN BOOK 2015 OF MAPS, AT PAGES 131-133, OFFICIAL RECORDS OF YOLO COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A

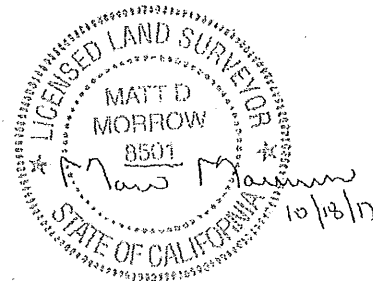
BEGINNING AT A POINT ON THE EASTERLY LINE OF CENTRAL STREET AT THE NORTHERLY TERMINUS OF THE LINE ANNOTATED "N 37°06'59" E 236.60"; THENCE CONTINUING NORTH 37°06'59" EAST 7.97 FEET; THENCE SOUTH 65°47'01" EAST 7.94 FEET TO A POINT ON THE SOUTHERLY LINE OF BRIDGE STREET; THENCE LEAVING SAID SOUTHERLY LINE 13.43 FEET ALONG A CURVE TO THE LEFT CONCAVE SOUTHERLY, HAVING A RADIUS OF 10.00 FEET, THROUGH A CENTRAL ANGLE OF 76°56'36" AND A CHORD BEARING SOUTH 75°35'17" WEST 12.44 FEET TO THE POINT OF BEGINNING.

CONTAINING 12.4 SQUARE FEET, MORE OR LESS.

PARCEL B

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF BRIDGE STREET AT THE EASTERLY TERMINUS OF THE LINE ANNOTATED "S 65°47'01" E 265.04"; THENCE CONTINUING SOUTH 65°47'01" EAST 11.03 FEET; THENCE SOUTH 42°19'38" WEST 11.03 FEET TO A POINT ON THE NORTHWESTERLY LINE OF RIVERFRONT STREET; THENCE LEAVING SAID NORTHWESTERLY LINE 15.10 FEET ALONG A CURVE TO THE LEFT CONCAVE WESTERLY, HAVING A RADIUS OF 8.00 FEET, THROUGH A CENTRAL ANGLE OF 108°06'40" AND A CHORD BEARING NORTH 11°43'31" WEST 12.95 FEET TO THE POINT OF BEGINNING.

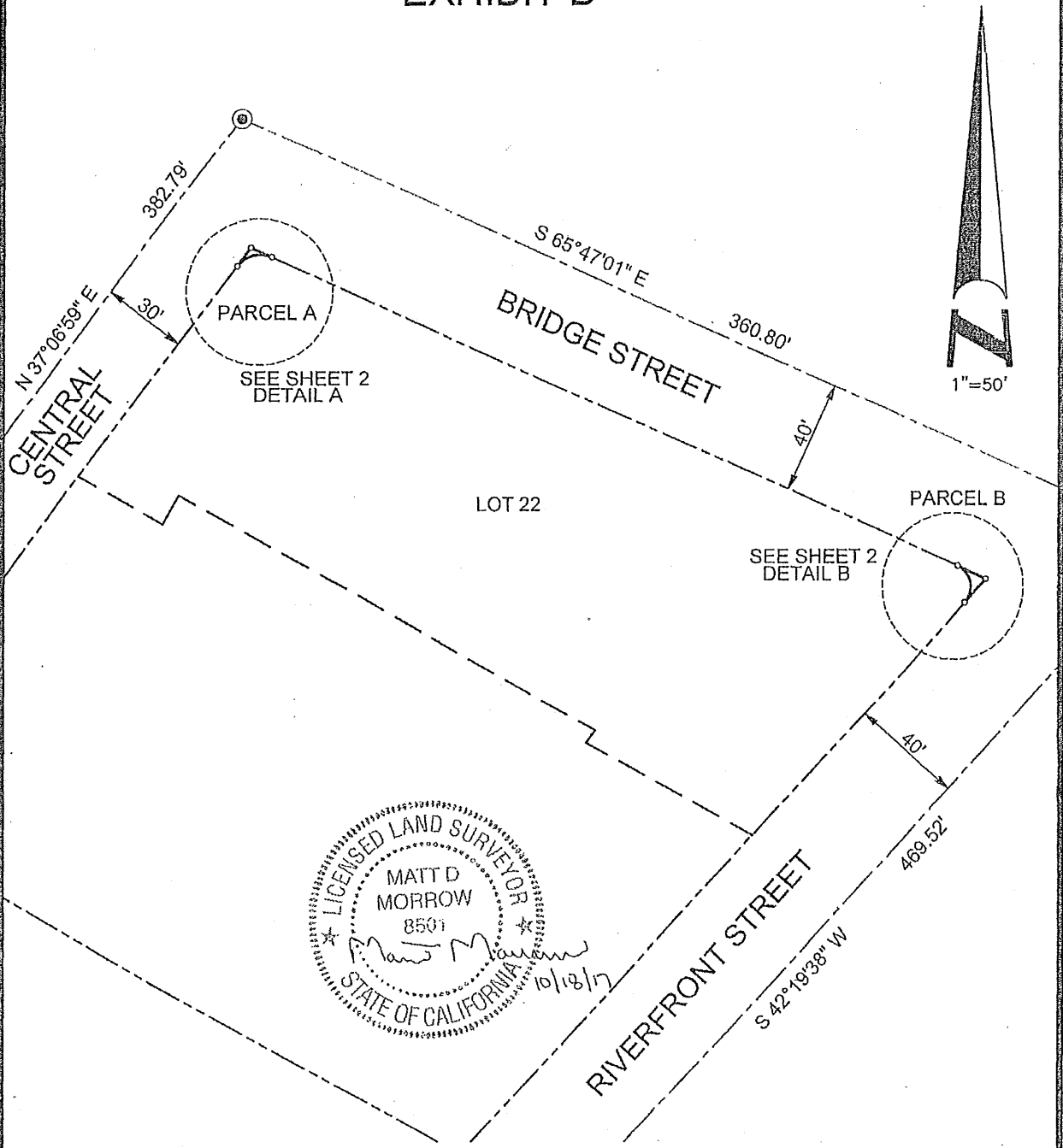
CONTAINING 27.9 SQUARE FEET, MORE OR LESS.



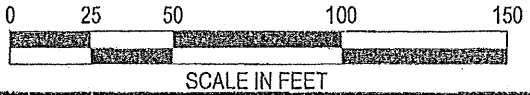
1255 Starboard Drive
West Sacramento, CA 95691
(916) 372-8124

site: Bridge District
West Sacramento
date: September, 2017
scale:
drawing: 2403-012

EXHIBIT B



LICENSED LAND SURVEYOR
MATT D MORROW
8501
Matt Morrow
STATE OF CALIFORNIA 10/18/17



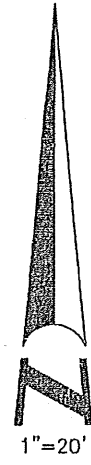
SHEET 1 OF 2



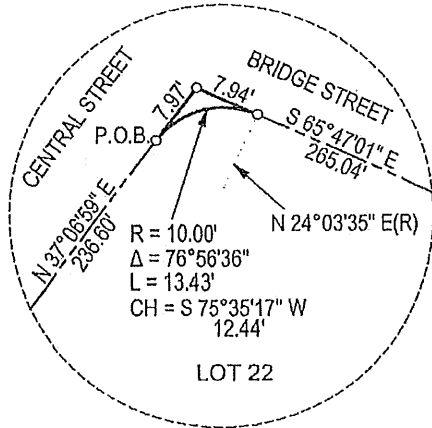
1255 Starboard Drive
West Sacramento, CA 95691
(916) 372-8124

site: Bridge District
West Sacramento
date: September, 2017
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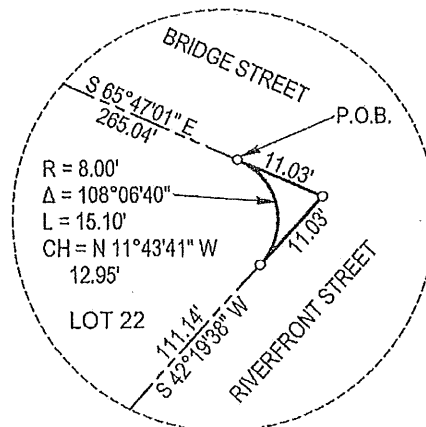
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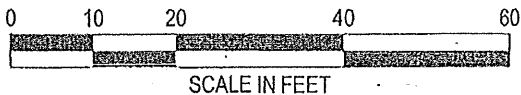
PARCEL A
DETAIL A



PARCEL B
DETAIL B



LICENSED LAND SURVEYOR
MATT MORROW
3301
Matt Morrow
STATE OF CALIFORNIA
10/18/17



SHEET 2 OF 2



1255 Starboard Drive
West Sacramento, CA 95691
(916) 372-8124

site: Bridge District
West Sacramento
date: September, 2017
scale: 1"=20'
drawing: 2403-012

EXHIBIT A

ALL THAT REAL PROPERTY SITUATED IN THE CITY OF WEST SACRAMENTO, COUNTY OF YOLO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF CENTRAL STREET, BRIDGE STREET AND RIVERFRONT STREET, AS SHOWN ON "FINAL MAP OF BRIDGE DISTRICT PHASE 2 HOMES", FILED OCTOBER 30TH, 2015 IN BOOK 2015 OF MAPS, AT PAGES 131-133, OFFICIAL RECORDS OF YOLO COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A

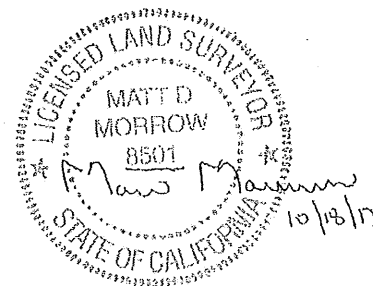
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CONTAINING 12.4 SQUARE FEET, MORE OR LESS.

PARCEL B

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF BRIDGE STREET AT THE EASTERLY TERMINUS OF THE LINE ANNOTATED "S 65°47'01" E 265.04"; THENCE CONTINUING SOUTH 65°47'01" EAST 11.03 FEET; THENCE SOUTH 42°19'38" WEST 11.03 FEET TO A POINT ON THE NORTHWESTERLY LINE OF RIVERFRONT STREET; THENCE LEAVING SAID NORTHWESTERLY LINE 15.10 FEET ALONG A CURVE TO THE LEFT CONCAVE WESTERLY, HAVING A RADIUS OF 8.00 FEET, THROUGH A CENTRAL ANGLE OF 108°06'40" AND A CHORD BEARING NORTH 11°43'31" WEST 12.95 FEET TO THE POINT OF BEGINNING.

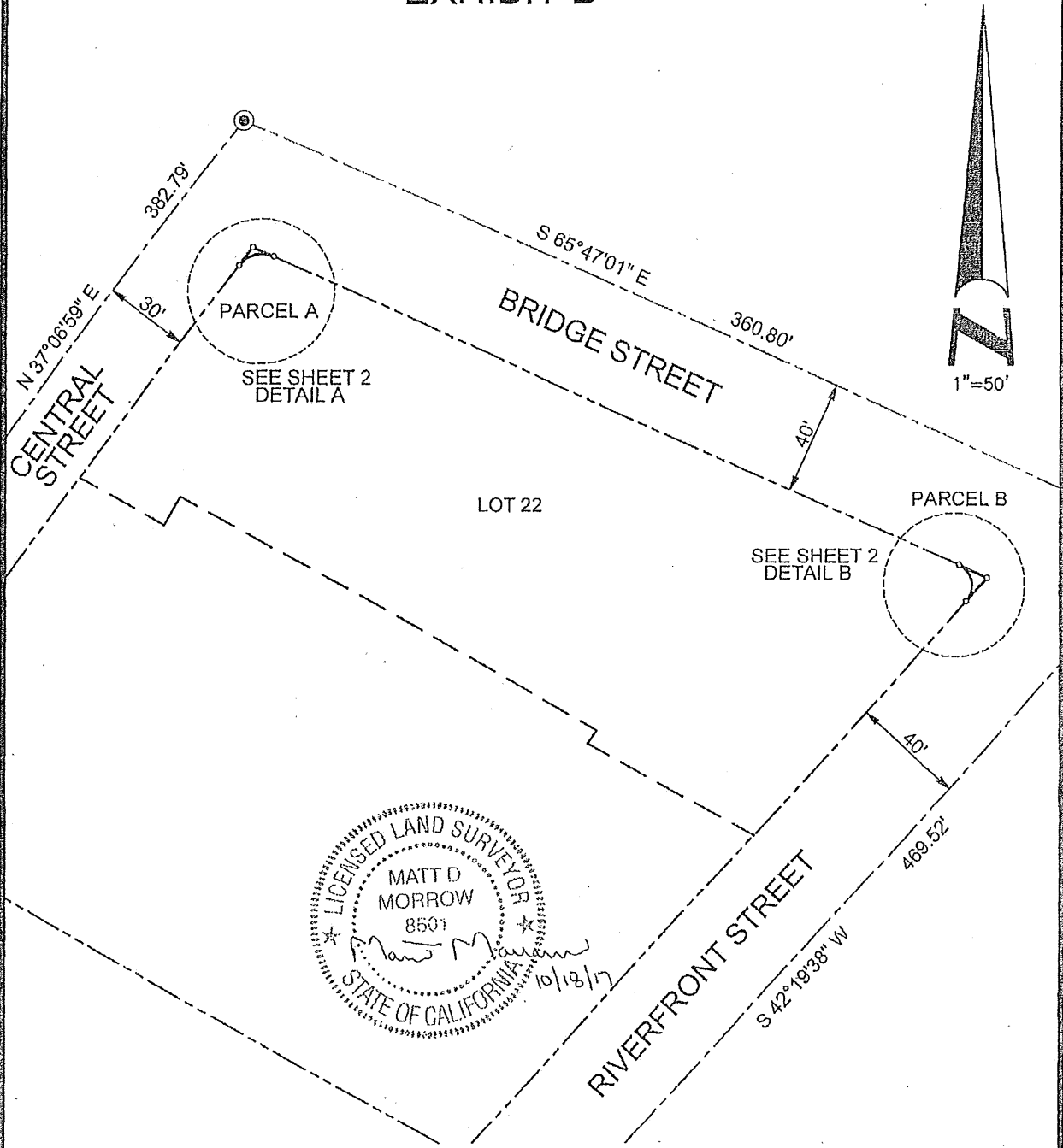
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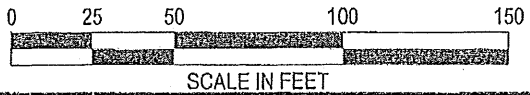
1255 Starboard Drive
West Sacramento, CA 95691
(916) 372-8124

site: Bridge District
West Sacramento
date: September, 2017
scale:
drawing: 2403-012

EXHIBIT B



LICENSED LAND SURVEYOR
MATT D MORROW
8501
STATE OF CALIFORNIA
10/18/17



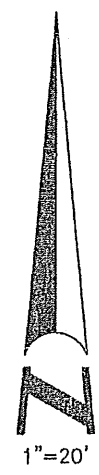
SHEET 1 OF 2



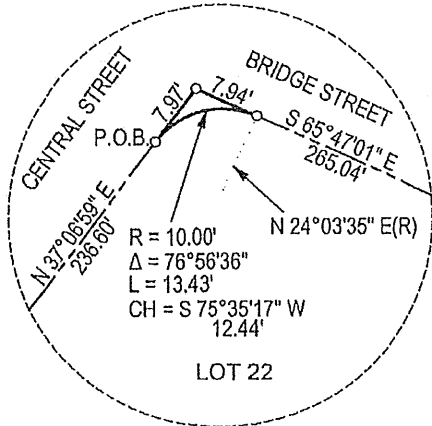
1255 Starboard Drive
West Sacramento, CA 95691
(916) 372-8124

site: Bridge District
West Sacramento
date: September, 2017
scale: 1"=50'
drawing: 2403-012

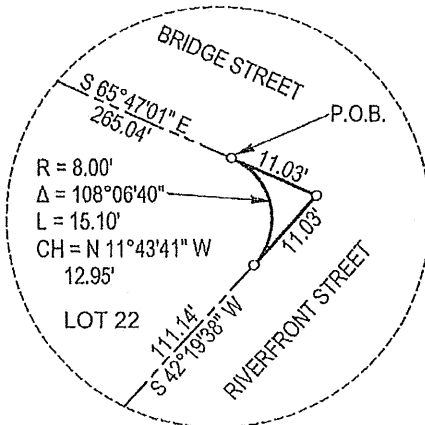
EXHIBIT B



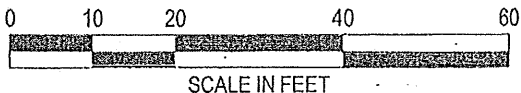
PARCEL A
DETAIL A



PARCEL B
DETAIL B



LICENSED LAND SURVEYOR
MATT MORROW
2001
Matt Morrow
STATE OF CALIFORNIA
10/18/17



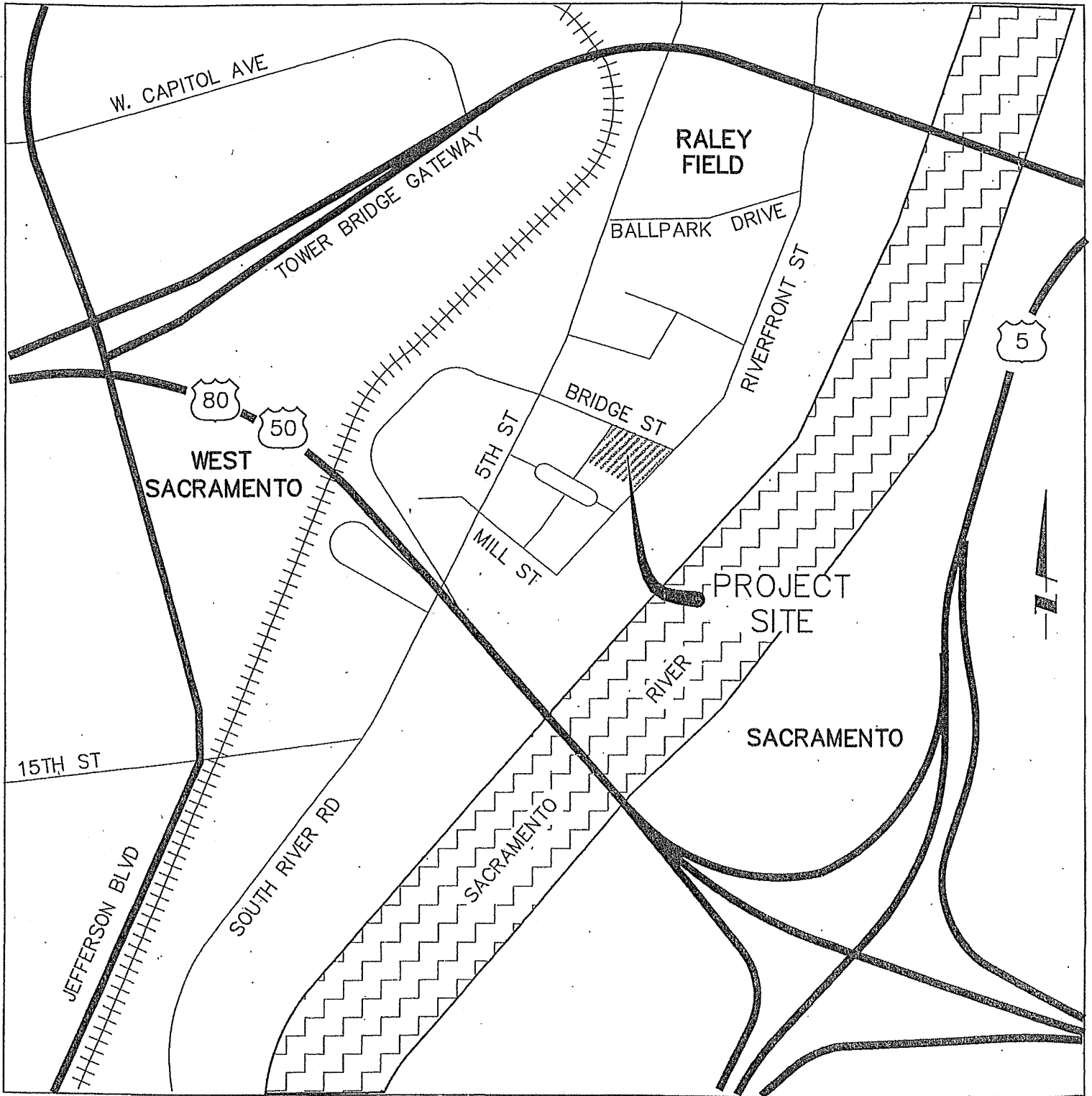
SHEET 2 OF 2



1255 Starboard Drive
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(916) 372-8124

site: Bridge District
West Sacramento
date: September, 2017
scale: 1"=20'
drawing: 2403-012

ATTACHMENT 3



VICINITY MAP

NO SCALE

MEETING DATE: March 21, 2018

ITEM # 4

SUBJECT:

**CONSIDERATION OF APPROVAL OF CONTRACT AMENDMENT 1 FOR PROFESSIONAL SERVICES
WITH PROS CONSULTING FOR DEVELOPMENT OF AN UPDATED BUSINESS PLAN
FOR THE RECREATION CENTER**


INITIATED OR REQUESTED BY:

REPORT COORDINATED OR PREPARED BY:

Traci Michel, Business Manager

[] Council [X] Staff

[] Other


 Cindy Tuttle, Director of Parks and Recreation

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

OBJECTIVE

The objective of this report is to seek Council approval of a contract amendment to the existing professional services contract with PROS Consulting for the Parks and Open Space Master Plan Update to add funding to develop an updated Business Plan for the Recreation Center.

RECOMMENDED ACTION

Staff respectfully recommends that the Council authorize the City Manager to execute Contract Amendment 1 with PROS Consulting for development of an updated Business Plan for the Recreation Center as part of the Parks and Open Space Master Plan Update in an amount not to exceed \$12,000.

BACKGROUND

On August 16, 2017, the City Council approved the contract with PROS Consulting to complete the Parks and Open Space Master Plan Update. Since then, PROS and City staff have worked diligently to collect and evaluate data, meet with stakeholder groups, complete recreation program and park facility assessments, issue the city-wide statistically-valid survey, as well as intercept and online surveys and evaluate the results of the surveys and data collected.

ANALYSIS

Background information, including updated demographic and recreation trends analyses, was shared with City Council as part of the annual Strategic Planning session held in early February, 2018. Highlights of the survey and general feedback results include:

Parks and Recreation Programming

- The City's recreation, after school and adult leisure programs are rated excellent, but 48% of survey respondents weren't aware of them. With better outreach/advertising/cross marketing, the City can significantly increase access to, and participation in, our programs.
- Programs with highest unmet needs and level of importance to residents are exercise and adult fitness/wellness classes, community events, and water fitness/lap swimming.
- Current cost-recovery goals and funding to support administering programs are critical to ensure continued support of the City's growing and increasingly-diverse population.

Facilities

- The City's usage and condition of facilities (park sites, waterfront and trails) are rated lower than national benchmarks.
- The City's usage and condition of the Recreation Center and Community Center are rated excellent.
- Facilities with the highest unmet needs and level of importance to residents are nature parks, trails, small neighborhood parks, and providing shaded picnic, play and water features in parks.
- Parks facility priorities expressed by residents include: taking care of existing parks; building new trails and improving existing trails; and develop waterfront recreation.

Also shared at the Council Retreat were emerging issues resulting from the data collection that will help inform, and serve as key strategies for, the Parks and Open Space Master Plan Update. One such issue critical to the

long-term viability of the Parks and Open Space Master Plan is the planning and monitoring of the City's investment in existing parks and recreation facilities. The City invested significant resources for the construction of the Recreation Center, which opened in January 2009, and continues to financially support the operation of the facility. It is critical to ensure the Recreation Center continues to accommodate unmet needs, remains competitive in the community and region, and supports ongoing operational sustainability while also serving as a joint use facility with Washington Unified School District. A Business Plan was developed for the Recreation Center prior to its opening but is now outdated. The level of analysis required to update the Recreation Center Business Plan is beyond the scope of the Parks and Open Space Master Plan Update. However, completing a Business Plan Update concurrent with the Parks and Open Space Master Plan Update will provide valuable information for the overall planning effort and offers efficiencies with additional data collection and analyses.

Amendment 1 to the PROS Consulting Agreement is provided as Attachment 1 and includes completing the following proposed scope of work:

- **Service Provider and Market Analysis** consisting of detailed and facility-specific analyses to develop participation and revenue projections for the Recreation Center.
- **Program Plan** for the Recreation Center that includes a programming analysis to meet the recreation and wellness needs of the West Sacramento community, including identifying key activities and programs for participants, the potential size of the core program and market positioning and potential recommendations on how to reuse spaces within the facility to better meet the programmatic needs of the community.
- **Staffing and Maintenance Analysis** based on full operations including hours of operation, maintenance standards, staffing levels needed and technology and customer service requirements based on best practices, as well as meeting the requirements of the joint use facility agreement with Washington Unified School District.
- **Financial Plan/Pro-Forma** illustrating pricing strategies for the facility, a space utilization analysis based on detailed line item projections and participation by program area and development of pricing strategies. The financial plan will provide management and staff the ability to affectively plan and budget for future years with a focus on reducing reliance on General Fund funding.

Environmental Considerations

This contract amendment for professional services is exempt from CEQA.

Commission Recommendation

The Parks, Recreation and Intergenerational Services Commission has received regular updates on the status of the Parks and Open Space Master Plan Update, with the most recent update presented at the Commission's March 6, 2018 meeting, including a discussion regarding an update to the Recreation Center Business Plan. The Commission supported staff bringing the contract amendment to City Council for approval.

Strategic Plan Integration

Completing a Business Plan Update for the Recreation Center helps to ensure a well-run and on-trend City facility which adds value to the lives of residents and contributes to the City's goal: *West Sacramento: Preferred Place to Live, Work, Learn and Play.*

Alternatives

The Council's primary alternatives are summarized below:

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

Staff recommends approving the contract amendment with PROS Consulting for the Parks and Open Space Master Plan Update to include completing an updated Business Plan for the Recreation Center in order to develop information necessary to inform key planning, funding and programming recommendations as part of the Parks and Open Space Master Plan Update. The additional scope of work and funding is also recommended by staff at this time in order to take advantage of efficiencies created by having PROS Consulting complete both efforts concurrently.

Coordination and Review

Parks and Recreation staff met with the City's Finance Department and City Manager's Office to review the scope of work and funding availability for the additional work.

Budget/Cost Impact

In June 2017, Council approved the Fiscal Year 2017/18 and 2018/19 CIP budget which included funding of the Parks and Open Space Master Plan Update, estimated at \$400,000. The funding source for the effort is from General Community Investment Capital Fund, Fund 406 and is recorded as a loan to the Park Impact Fee Fund.

The PROS Consulting contract in an amount not to exceed \$341,570 was approved by City Council on August 16, 2017, and consisted of two components: the Parks and Open Space Master Plan Update for \$291,570 and recreation planning and design services for the Stone Lock/Pioneer Bluffs properties in an amount not to exceed \$50,000. The additional \$12,000 of funding requested to complete an updated Business Plan for the Recreation Center will increase the total Parks and Open Space Master Plan Update budget to \$311,570, which is still within the original budget established by Council as part of the 2017/2018 and 2018/2019 CIP budget. Staff recommends the funding source for the additional work continue to come from General Community Investment Capital Fund, Fund 406 and be recorded as a loan to the Park Impact Fee Fund.

ATTACHMENT

1. Contract Amendment 1

AMENDMENT NO. 1
to the
CONTRACT FOR SERVICES
between the
CITY OF WEST SACRAMENTO
And
PROS Consulting
Dated August 16, 2017

This Amendment No. 1 to the Contract for Services between the City of West Sacramento and PROS Consulting dated August 16, 2017, is made and entered into this 21st day of March, 2018.

RECITALS

WHEREAS, the Contract for Services between the City of West Sacramento and PROS Consulting dated August 16, 2017, included an update to the Parks and Open Space Master Plan and analyses to support development of the Plan,

WHEREAS, upon evaluation of data collected to date for the Parks and Open Space Master Plan Update, it was determined that an updated Business Plan for the Recreation Center is needed to ensure the facility continues to accommodate unmet needs, remains competitive in the community and region, and supports ongoing operational sustainability,

WHEREAS, the level of analysis required to update the Recreation Center Business Plan is beyond the scope of work included in the Contract for Services,

WHEREAS, the City and Consultant desire to amend said contract.

NOW, THEREFORE, IT IS MUTUALLY AGREED by parties hereto to amend said agreement as follows:

I. **SCOPE OF SERVICES:**

The scope of services as set forth in the Contract for Services dated August 16, 2017, shall be revised to include developing an updated business plan for the Recreation Center (Exhibit A).

II. **TERM**

The term of the Contract remains the same and is consistent with the Schedule of Performance provided in the original Contract.

III. **COMPENSATION:**

The compensation as set forth in the Contract shall be revised to include the following additional amount:

Lump Sum: \$12,000.

With this additional amount, total compensation under the Contract shall not exceed \$353,570, which is the sum of \$341,570 for the original Contract (\$291,570 for the Parks Master Plan Update and \$50,000 for planning and design services for the Stone Lock/Pioneer Bluffs properties) and \$12,000 for Amendment No. 1.

IV. **REMAINING TERMS AFFECTED:** Except as expressly provided herein, nothing in this Amendment No.1 shall be deemed to waive or modify any of the other provisions of the Contract or prior amendments. In the event of any conflict between this Amendment No. 1 and the Contract, the terms of this Amendment No. 1 shall prevail.

[Signatures on following page]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as the date herein set forth.

CITY OF WEST SACRAMENTO

By: _____
Martin Tuttle, City Manager

PROS Consulting

By: _____
Katherine Younger, Chief Executive Officer

APPROVED AS TO FORM

By: _____
Jeffrey Mitchell, City Attorney

ATTEST:

By: _____
Kryss Rankin, City Clerk



February 20, 2018

Ms. Traci Michel
Parks and Recreation Department
City of West Sacramento
1110 West Capitol Avenue, 1st Floor
West Sacramento, California 95691

RE: West Sacramento Recreation Center Business Plan

Dear Ms. Michel:

PROS Consulting, Inc. is excited about the opportunity to work with the City of West Sacramento on the development of the City's Recreation Center Business Plan as an additional element of the Parks and Open Space Master Plan Update. PROS Consulting, established in 1995, is an established, full-service parks and recreation planning firm that focuses on services to government and not-for-profit agencies.

The City of West Sacramento has our commitment to conduct a thorough best practice operational and financial evaluation and analysis of the City's Recreation Center. PROS Consulting proposes a comprehensive strategic approach to analyze the operational practices at the City's Recreation Center, which will provide guidance for both short-term and long-term goals through a financially sustainable and achievable manner. PROS will deliver an Recreation Center Business Plan that will:

- Assess and inventory the Recreation Center operational and financial models;
- Determine current and anticipated demand for the Recreation Center and associated programming in West Sacramento;
- Provide industry best practices for effective and efficient Recreation Center operations and management;
- Shape financial and operational preparedness through innovation and "next" practices for the City to achieve the strategic objectives and recommended actions, goals, objectives and implementation strategies outlined in the plan;
- Deliver a final Recreation Center Business Plan to West Sacramento Parks and Recreation incorporating all components of the project.

PROS Consulting will provide West Sacramento the best resources for completing their efforts in creating a business plan with sound information that has no bias input and will demonstrate results without a preconceived outcome. PROS Consulting brings the specialties and talent to understand the national environment, regional opportunities, and local conditions.

We look forward to the opportunity to work with the City on this project. If you have any questions or need additional information, please do not hesitate to call me at (623) 388-1787 or email me at michael.svetz@prosconsulting.com.

Sincerely,
PROS Consulting

Michael Svetz

Michael Svetz
Vice-President

201 South Capitol Avenue
Suite 505
Indianapolis, Indiana 46225

877.242.7761
prosconsulting.com

Project Understanding Understanding

The City of West Sacramento is interested in a Business Plan to address all aspects of the West Sacramento Recreation Center. The proposed process will include a detailed analysis of the Recreation Center's operational and fiscal perspectives. Also, a market analysis of comparable recreational facilities and programs will be included, as well as analysis of operational and management needs, capacities, regulations, education and enforcement policies and procedures to ensure the City is meeting best practices for Recreation Center management and programming.

The analysis of the Business Plan will include leadership meetings with city staff, market analysis of similar facilities, financial planning including analysis of partnership options, and recommended programs/services. The Consulting Team has identified the three basic core strategies to be utilized for the Recreation Center Business Plan. The initial three core strategies defined are:

- **Objective Analysis** – A project of this nature must be founded in an objective approach that demonstrates to all interested and affected parties that the final outcome is based on good data, sound analysis, and valid assumptions. The highest standards of professional practice will be applied to this project along with total compliance of what the project requires to be accomplished. The project will demonstrate current and future needs of the community in a practiced and sustainable way.
- **Market Focus** – Careful consideration of the market position has to be first and foremost; a broad focus with an emphasis on community input to identify current and future needs, as well as opportunities in the market place desired by the community. This market focus should consider the available resources of the area along with ongoing initiatives, including:
 - Defining the market of potential users, market rates, level of capacity needed, amenities required to support users, site requirements to enhance the user experience to make the Recreation Center work financially.
 - All marketing recommendations are strategically developed to support public need and operational success of the Recreation Center.

The Consulting Team is well versed in all facets of Recreation Center management and will lead the collective stakeholders and staff through a planning process that will look at all opportunities for viable operations.

- **Financial Sustainability** – Today more than ever, operational dollars are strained and becoming increasingly more difficult to generate. The financial performance of the Recreation Center should be enhanced to responsibly generate revenue from the facilities to sufficiently support operational expenses at a responsible ratio to other realistic forms of financial support available.

By providing an objective analysis of the market and optimal management plans, these three strategies have the opportunity to create a viable and financially stable Recreation Center Business Plan to meet the needs of the market. The Consulting Team will confirm these strategies and others through a market and Business Plan planning process utilized in all of our management planning endeavors.

Project Approach

Scope of Services

Service Provider Analysis and Market Definition – The Consulting Team will work with the City to confirm the size of the market by age segment and race/ethnicity for the study resulting from the City’s Parks and Open Space Master Plan Update demographics & trends analysis, service provider analysis, and local trends. This will help to determine the size of the activity market by age segment and frequency rates that can be applied to the Recreation Center and will serve as the basis for participation and revenue projections of the facility. We will use the already completed local trend Market Potential Index from the Master Plan Update, as well as 2017 SFIA (Sports Fitness Industry Association) and PAC (Physical Activity Council) data, specifically as it relates to participation by generation.

Program Plan – Utilizing the community input, demographic analysis, service provider analysis, and market definition, the Consulting Team will work with the City to analyze programming to meet the recreation and wellness needs of the West Sacramento community. This will include key activities and programs for participants, as well as the potential size of the core program and market positioning. This also may include recommendations on how to reuse spaces within the facility to better meet the programmatic needs of the community.

Staffing, Operational, Maintenance Analysis, and Financial Plan

Staffing and Maintenance Analysis – The Consulting Team will establish the staffing, operational and maintenance costs for the Recreation Center based on full operations. This will include hours of operation, maintenance standards, staffing levels needed, technology requirements and customer service requirements based on established and agreed upon outcomes. This task will require a workshop with key management and staff. Levels of service and operational costs for the Recreation Center will be finalized.

Financial Plan/Pro-Forma – Based on the program, operations, and preferred design of the Recreation Center, the Consulting Team will work with the City to update the detailed financial plan illustrating pricing strategies for the facility. The detail financial plan would include a space utilization summary based on detailed line item projections and detailed participation by program area. Financial modeling will be completed in Microsoft Excel; a fully functional version of the electronic model will be provided to the City for future use as a budgeting and planning tool. The electronic financial model, fully linked and functional with the ability to project and model dynamic scenarios, will include:

- Expenditure detail: Detailed staffing by space/program area; Contractual costs, including but not limited to, utilities, maintenance and repair, insurance, office/license/dues, advertising and promotion; Commodity costs for program area and general facility requirements; Contract instructor costs; and
- Revenue and participation detail: General admission by month of year, by participant category and price point (youth, adult, weekday, weekend, etc.); Program/class participation by session/meetings and by participant category; Rental by space/program area by price point.

Pricing strategies would be based on a ten (10) step process which highlights the level of exclusivity received by the participant and the value of experience provided. The detailed financial plan will be included as a deliverable to provide management and staff the ability to affectively plan and budget for future years. In addition to the line item detail and summary schedules for revenues, expenditures, and debt service, this model will provide a five-year pro forma and cash flow for budgetary purposes, with a focus on reducing reliance on General Fund funding.

Presentation of Findings and Recommendations – The Consulting Team will present the draft findings and recommendations over a one (1) day period for comment and review. Presentations will be made to staff and the Parks Master Plan Advisory Team.

Total Fee PROS Consulting:

The cost estimate for providing the above services is \$12,000. All travel associated with this effort will be accommodated through travel already planned for the Parks and Open Space Master Plan Update. A breakdown of these costs follows:

Task	Fee
Service Provider Analysis and Market Definition	\$1,000
Program Plan	\$2,000
Staffing and Maintenance Analysis	\$3,000
Financial Plan/Pro-Forma	\$5,000
Presentation of Findings and Recommendations	\$1,000
Total	\$12,000

Previous Experience Unique Experience

The Consulting Team features unique experience that prepares us to serve the City of West Sacramento, including but not limited to:

- **Recent completion of numerous planning projects of similar nature** including Estes Valley, CO; Aspen, CO; Prince George’s County, MD; Kansas City, MO; Olathe, KS; Mahomet, IL; Macomb, IL; Carol Stream, IL; Washington, IL; Roanoke County, VA; Martinsville, VA; Riverside County, CA; San Jose, CA; Roseville, CA; Zanesville, OH; Orange Township, OH; City of Grapevine, TX; Frisco, TX; Carmel, IN; Blacksburg, VA; Leon County, FL; Oakland County, MI among many others

The matrix below illustrates why our Consulting Team is the most qualified in relation to the qualifications requested for the *West Sacramento Recreation Center Business Plan*.

Qualifications	Consulting Team Members
Experience with parks, recreational facilities, programs and service management	PROS Consulting has over 100 years combined experience as practitioners in the parks and recreation industry and as planners
A firm understanding of the work of parks and recreation agencies	PROS Consulting has successfully completed over 800 planning projects in all levels of the public sector
Familiarity with public sector cost accounting and budgeting	PROS Consulting has successfully completed over 150 costs of service, financial management, or revenue enhancement plans for public clients
Knowledge of existing park-centric partnerships throughout the country	PROS Consulting has directly assisted over 70 public clients with identifying, establishing, and maintaining innovative partnerships on parks and recreation planning projects
Experience developing fiscal or financial plans at facility level (park or sector), or system level	PROS Consulting has successfully completed over 200 business plans for individual facilities, parks and park systems
Public facilitation experience	PROS Consulting has facilitated over 4,000 meaningful public meetings and focus groups throughout the United States
Personnel training experience	PROS Consulting has organized and facilitated personnel development and training programs for over 10,000 participants in the last 25 years
Familiarity with and experience doing business in Texas	Completed parks and recreation planning projects throughout Texas including the Estes Valley Recreation & Park District, City of Aspen, City of Durango, Town of Crested Butte, City of Denver as well as other parks and recreation plans throughout the Mountain West.
Forensic accounting and economic analysis experience	PROS Consulting has utilized forensic accounting in all cost of service, business plan projects, and economic impact analysis; former public finance director and CPA on staff
Facility Development	PROS Consulting team members have managed multi-purpose community centers & aquatic centers, as well as developed feasibility studies, operational and staffing plans, as well as business plans since joining the firm.
Demographic and Market Analysis	PROS Consulting has completed over 300 market and demographic analysis for a wide variety of parks and recreation planning projects on a system-wide level as well as site/facility specific

“Boulder Parks and Recreation is so pleased with the 2015 Aquatics Feasibility Plan developed in partnership with PROS Consulting. As a result of this project, we have the asset management data to develop a 5-year Capital Investment Strategy to maintain our five aquatics facilities. In addition, we have objective recommendations to inform operational improvements thus ensuring our services align with community values and deliver the amazing facilities and programs our community expects.”
Ali Rhodes, Deputy Director

Blue Valley Recreation Commission Strategic Plan (2008) & 2013 Recreation Needs Assessment

OVERLAND PARK, KANSAS

The Blue Valley Recreation Commission was created in 1986, to fill a recreation programming void south of interstate 435. Its primary focus has been to fulfill youth program and service needs, thus, the tag line of "Fun for Kids and the Kid in You!" BVRC has celebrated almost 30 successful years of programming. Over 50,000 individuals annually register for programs and services offered by the Commission. Programs have been growing every year by 3-5%. The Commission's greatest challenge is being able to accommodate the constant increase in demand for programs and services as well as accommodate continued population growth. As a testament to BVRC's programming success, the organization was named Kansas Sportstown in 2003 by Sports Illustrated and the National Recreation and Parks Association.



The Strategic Plan, completed in 2008 and updated in 2013 (both completed by PROS Consulting & ETC Institute), provided direction to the community for re-development, enhancement, and growth of its

recreation system, covering a period of five to seven years. A significant amount of community and stakeholder input was used to develop the strategies of the plan, thereby ensuring future direction aligned with resident needs. The body of the report was organized according to the sequence of tasks performed as part of the review process. These tasks included:

- Community/Stakeholder input
 - Focus groups, Key leader interviews, Public meetings, Staff interviews, Community wide needs assessment survey
- Facility and Program Analysis
 - Demographics and Trends Analysis, Facilities inventory and analysis, Program analysis, Prioritized facility and program needs assessment, Similar provider analysis, Equity mapping
- Financial Review
- Park and Recreation Master Plan
 - Vision and Mission, Strategic objectives and initiatives

Project Reference: Mr. Steve Baysinger, Executive Director;
6545 W. 151st Street; Overland Park, KS 66223; (913) 685-6000; sbaysinger@bluealleyrec.org

Gym and Indoor Recreation Space Needed



"PROS provide a great combination of innovative ideas and practical applications. More than any consultants I have worked with in Parks and Recreation, PROS has a finger on the pulse of trends and creative approaches to solving problems."

Steve Baysinger, Executive Director of Blue Valley Recreation Commission

City of Boulder, CO Aquatics Division Feasibility Plan and Operations Plan (2015)

BOULDER, COLORADO

The City of Boulder is a growing and dynamic community with an estimated population of 100,000 inhabitants. The community is proud of its world-class parks and recreation system that matches Boulder’s national reputation for fitness, health and recreation. A significant aspect of the Parks and Recreation Department’s offerings is its aquatic system. The system consists of five pools and provides a wide variety of programming and services aimed at meeting the aquatic needs of the community.



The City contracted with PROS Consulting to complete a study that included the following outcomes:

- Provide a condition assessment of current aquatics facilities and infrastructure;
- Evaluate current and anticipated demand for aquatic facilities in Boulder as well as the current and future supply to meet demands;
- Provide case studies and industry best practices for aquatic facility development and management;
- Develop scenarios and recommendations for Boulder to ensure vibrant and innovative aquatic facilities and management strategies;
- Provide conceptual cost estimating for capital and operating associated with recommended scenarios.

The foundation of the Aquatics Feasibility Plan was to “mine” local knowledge through the use of a creative and comprehensive public participation process. It was important to engage community members who enjoy the opportunity to participate in planning as well as to encourage thoughts from other stakeholders that typically do not voice their opinions. The public input process incorporated a variety of methods that included interviews, focus group meetings, and public forums.

FISCALLY CONSTRAINED SUMMARY				
POOL	HIGH PRIORITY COST	MEDIUM PRIORITY COST	LOW PRIORITY COST	TOTAL MAGNITUDE OF COST
North Boulder Recreation Center	\$189,789	\$200,292	\$237,847	\$627,927
East Boulder Community Center	\$168,095	\$554,373	\$272,898	\$995,365
South Boulder Recreation Center	\$51,400	\$131,442	\$207,177	\$390,018
Spruce Outdoor Pool	\$33,048	\$219,069	\$776,131	\$1,028,248
Scott Carpenter Pool	\$157,730	\$1,781,346	\$0	\$1,939,075
TOTALS	\$600,062	\$2,886,521	\$1,494,052	\$4,980,635

Project Reference: Ms. Allison Rhodes, District Services Manager; City of Boulder Parks & Recreation; 3198 N. Broadway; Boulder, CO 80304; 303.413.7249; rhodesa@bouldercolorado.gov

Town of Blacksburg Indoor Needs Assessment (2012)

TOWN OF BLACKSBURG, VIRGINIA

The Town of Blacksburg, the largest town in Virginia by population, is most widely known as the home of Virginia Polytechnic Institute and State University or Virginia Tech. As college towns go, it is a vibrant community with a youthful population that constantly seeks active recreation opportunities.

The Town of Blacksburg contracted with PROS Consulting to develop an Indoor Needs Assessment which was later expanded to an overall Needs Assessment and a Feasibility Study. The key to the project's success is in ensuring the multiple partners, most notably the University and School District, are actively engaged in synergistically determining the future service offerings for the community. Given the current economic climate, it behooves an agency to look at maximizing all available resources and 'stretching the dollar' as much as possible without compromising on the long-term vision or quality of the offerings. To that end, the project had a comprehensive community input process, ranging from multiple stakeholder and key leader interviews to public meetings and a statistically-valid survey reaching out to the university students as well.



The community input and survey findings were supplemented with an extensive program and operations assessment to identify the core program needs and optimal organizational structure and staffing needs to meet them. These were utilized to develop the Needs Assessment report which has been approved by the Town Manager as well as the Mayor and Council.

Based on the feedback from the leadership in regards to the Needs Assessment, PROS Consulting was rehired to develop an indoor recreation feasibility study that would help crystallize the Needs Assessment findings into a Facility Development Plan which will seek to address the community's long-term recreation vision in a fiscally responsible manner.

Project Reference: Mr. Dean Crane, Director; Blacksburg Parks and Recreation Department, 615 Patrick Henry Drive, Blacksburg, VA 24060; 540-961-1132; dcrane@blacksburg.gov

Town of Brownsburg, IN Community Recreation Center Feasibility Study (2014)

BROWNSBURG, INDIANA

The Brownsburg Parks and Recreation Department desired a feasibility study for a proposed Brownsburg Community Center. The Brownsburg Parks and Recreation Department had discussed the concept of building a community center over the last three years when the Department closed the existing community center that was leased from the Brownsburg School Corporation and when the Department developed a business plan to guide its management approach to parks and recreation for the future.



PROS Consulting, along with Williams Architects, completed the feasibility study. The purpose of the feasibility study was to assist Town Council and key leaders with key information on how a community center could be developed and managed in Brownsburg. As such, the intended outcome was for the Town Council to be well versed on all aspects of the project in order to make informed decisions about meeting the community's desired recreation needs; the sustainability of the proposed design when considering the proposed site location and existing structures; and, the requirements necessary to accomplish the project with available resources.

PROS CONSULTING WILLIAMS ARCHITECTS

PRO FORMA BROWNSBURG COMMUNITY CENTER
BASELINE: REVENUES AND EXPENDITURES

SERVICE TITLE	Revenues	Expenditures	Revenues Over (Under) Expenditures	Cost Recovery-Percent
Passes	\$1,224,700.00	\$101,700.00	\$1,123,000.00	1204%
Administration	\$0.00	\$738,196.70	(\$738,196.70)	0%
Building Maintenance	\$0.00	\$150,940.00	(\$150,940.00)	0%
Building Services	\$0.00	\$162,949.25	(\$162,949.25)	0%
Recreation Programs and Passes	\$32,980.00	\$134,532.00	(\$101,552.00)	25%
Fitness	\$286,337.60	\$364,105.92	(\$77,768.32)	79%
Aquatics	\$114,000.00	\$426,552.54	(\$312,552.54)	27%
Gymnasium	\$91,500.00	\$38,384.00	\$53,116.00	238%
Rentals	\$38,900.00	\$44,658.75	(\$5,758.75)	87%
Child Care	\$17,000.00	\$33,268.72	(\$16,268.72)	51%
Vendateria	\$10,000.00	\$5,700.00	\$4,300.00	175%
Total	\$1,815,417.60	\$2,200,987.88	(\$385,570.28)	82%

The analysis of the feasibility study for the Brownsburg Community Center included a robust community input process that was completed as part of the Parks and Recreation Strategic Master Plan, market assessment, facility business plan, and programs and services plan. A main goal of the feasibility study was to determine if the old primary St. Malachy's school building and gymnasium site could be repurposed into the Brownsburg Community Center as envisioned by some of the key stakeholders.

In the development of the feasibility study for the proposed Brownsburg Community Center, high cost recovery as a priority. The diagram below illustrates how the planning process unfolded to produce the recommendations for the Brownsburg Parks and Recreation Community Center Feasibility Study:



Project Reference: Mr. Phil Parnin, Parks and Recreation Director; 61 N. Green Street; Brownsburg, IN 46112; pparnin@brownsburgparks.com; 317.858.6003

Monon Community Center Feasibility Study (2001) and Business Plan (2010)

CARMEL, INDIANA

Set in a new park envisioned to be the “Jewel” of the Carmel-Clay park system, the Monon Community Center features an indoor natatorium containing a leisure depth pool and a six-lane, non-competition lap pool; a three-court gymnasium; health/fitness areas; an indoor children’s play zone; a café; flexible lobby space; administrative offices; program rooms; and a banquet room with a catering kitchen – are augmented by amenities contained in the facility’s accompanying, 3.5-acre, 2,098-capacity outdoor aquatic center. The amenities present in the finished project reflects input gleaned from a year-long series of public forums.



Designed to serve as an “anchor” to the inter-urban Monon Trail, the Center features an enclosed pedestrian bridge that spans the trail and links the passive, dense, mature forested areas of the site to the east, and active programming spaces in the open meadows of the site to the west of the Center.



Following completion of the feasibility study in 2001, which was completed by the PROS Consulting, in 2010 the Carmel/Clay Board of Parks and Recreation again contracted with the PROS Consulting to complete a Business Plan, as well as a Marketing Plan for The Monon Community Center. PROS worked closely with Carmel Clay Parks &

Recreation management and staff to develop an understanding of the business plan project and outcome expectations, as well as access the current operating practices and key issues facing The Monon Community Center.

The ultimate outcome of the business plan was to provide a true measurement of The Monon Community Center’s ability to meet the financial and operating expectations of the Park Board, elected officials, and the Carmel Clay community. Throughout the business planning process three themes, or critical issues, emerged. These critical issues which the business plan was formulated upon were:

- A true measurement of realistic revenue capacity of the facility
- The ability to affectively link the facility design and program in a manner to optimize operational revenues to cover operational expenses
- To create a balance of the level of services provided to the value received with corresponding pricing

The center has an operating budget of over \$4.5 million and has been self-sufficient since 2010. Through the business plan, the Monon Community Center has moved from a cost recovery of 75-80% to self-sufficiency of over 100% cost recovery.

Project Reference: Mr. Michael Klitzing, Parks and Recreation Assistant Director; 1235 Central Park Drive East; Carmel, IN 46032; 317.573.4018; mklitzing@carmelclayparks.com

“PROS developed the Monon Community Center Business Plan and CCPR Communications and Marketing Plan, which provided key recommendations that helped our community center become self-sufficient within 2 years after previously operating at 75-80% cost recovery. Based on their contributions to our park system, I am confident you will be pleased with the quality and outcomes of their services.”

Michael Klitzing, Chief Operation Officer, Carmel Clay Parks and Recreation (Carmel, Indiana)

Estes Valley Recreation & Park District, CO Community Recreation Center Feasibility Study (2014)

ESTES PARK, COLORADO

Estes Valley Recreation and Park District desired a feasibility study for an Estes Valley Community Recreation Center in partnership with the Town of Estes Park, Estes Park School District R-3, Estes Park Medical Center, and Estes Valley Public Library District. The **PROS Consulting/Williams Architects** team completed the feasibility study of converting an old elementary school into a multi-generational center in July of 2014. EVRPD has pursued the concept of building a community center in three unsuccessful bond

elections in 1994, 2001, and 2008; however, formal feasibility studies were not completed prior to any of the three previous bond issue attempts.

The purpose of the feasibility study was to assist in providing information to the community and the proposed partners involved on the undertaking of a new EVCRC. As such, the intended outcome was for the partners to be well-versed on all aspects of the project in order to make informed decisions about their desired needs; the sustainability of the proposed design when considering the proposed site location and existing structures; and, the requirements necessary to accomplish the project with available resources.

The partnerships for the EVCRC would create a business consortium that would pool collective resources to offer recreation, health, and wellness that include medical, education, athletic, and social services in one facility for residents, area employers, and visitors. The facility would serve as a catalyst in the community when delivering recreation and other community functions in several disciplines. The facility would also become an integral part of a larger community campus that includes the future development of Stanley Park, Stanley Fairgrounds, and the Town of Estes Park Museum and Senior Center.



Pro Forma Revenues & Expenditures				
ESTES VALLEY COMMUNITY RECREATION CENTER				
BASELINE: REVENUES AND EXPENDITURES				
SERVICE TITLE	Revenues	Expenditures	Revenues Over (Under) Expenditures	Cost Recovery - Percent
Passes	\$989,500.00	\$52,200.00	\$937,300.00	1896%
Administration	\$0.00	\$540,110.05	(\$540,110.05)	0%
Building Maintenance	\$0.00	\$158,410.00	(\$158,410.00)	0%
Building Services	\$0.00	\$192,833.38	(\$192,833.38)	0%
Recreation Programs	\$31,080.00	\$102,427.50	(\$71,347.50)	30%
Fitness	\$112,630.00	\$223,881.36	(\$111,251.36)	50%
Natatorium	\$410,225.00	\$859,628.34	(\$449,403.34)	48%
Gymnasium	\$192,210.00	\$154,826.00	\$37,384.00	124%
Parties	\$37,500.00	\$22,925.40	\$14,574.60	164%
Rentals	\$65,700.00	\$24,285.00	\$41,415.00	271%
Child Watch	\$14,000.00	\$36,202.24	(\$22,202.24)	39%
Kitchen	\$0.00	\$2,750.00	(\$2,750.00)	0%
Partnerships	\$226,500.00	\$0.00	\$226,500.00	
Total	\$2,079,345.00	\$2,370,479.27	(\$291,134.27)	88%

Project Reference: Mr. Skyler Rorabaugh (Former Director), Current Director of Campus Recreation Center at University of Colorado; srorabau@uccs.edu; 719.255.7527

Orange Township, OH Community Center Needs Assessment (2012)

LEWIS CENTER, OHIO

In 2012, PROS Consulting completed a Community Center Feasibility Study for the residents of Orange Township for a 90,000 square foot community center. As part of the plan, analysis determined locations within the Township that would be most advantageous to gain community support and awareness for such a facility. The process took five months to complete, and the components of the study included the following:



- A demographic and Trend analysis of the current population, forecasted population, per capita income, age specific populations, household formations, trends analysis and the need for recreation services in Orange Township
- Identification of the recreational programs and facilities that are offered to the public in the study area that included public, not-for-profit, and private suppliers
- Analysis of the unmet needs in the area for recreation services
- Identification of strategic partners in the study area and subgroups who would have an interest in a joint use facility such as seniors, athletic groups, healthcare organizations, educational groups & advocacy groups
- Focus group meetings with key stakeholders in the Township
- Creation of an organizational structure for the facility and a management plan
- A statistically valid survey to determine community need and support for such a facility
- Evaluation of existing programs in the region and analysis of program needs
- Identification of the facility requirements for each of the programs needed in a comprehensive building program for the entire facility by room format
- Evaluation of program needs for the park, as well as the location of the facility
- An operating & capital cost plan that includes an estimate of construction costs based upon the building program
- The development of operating costs for the building and how it could operate via various revenue sources
- Public presentations and recommendations

The proposed facility will feature an indoor family leisure pool, lap pool, gymnasiums, handball/racquetball courts, health/fitness, general program and Hospitality / Multi-Use / Seniors rooms. Additionally, the proposed site plan was designed to include a discovery garden, splash pad, trails/paths, tennis courts, event area, and a future outdoor aquatic center. Through a public participation process, it was determined that the desired programs included aquatics, sport introductory programs, youth life skills programs and outdoor recreation programs, day-time programming for young mothers, and competitive youth and adult leagues. Along with sport programs, there would be a balance of art, theater, and music programs, senior center activities, social events, and family-based programs. The goal of the feasibility study was to create a Center that was self-supporting, operating at a high cost recovery percentage.

Project Reference: Mr. Scott Overturf, Project Manager; 3620 North High Street, Suite 306; Columbus, Ohio 43214; 614.204.1428; rpoturf@aol.com

Prince George's County Southern Area Aquatics and Recreation Center Feasibility Study & Business Plan (2013)

PRINCE GEORGE'S COUNTY, MARYLAND

In 2013, The Maryland-National Capital Park and Planning Commission (M-NCPPC) desired a Southern Area Aquatics and Recreation Center (SAARC) feasibility study/business plan for a proposed new multi-generational recreational center located in the Brandywine area of Prince George's County. The proposed multi-generational recreational center was developed jointly with the community through an agreement with the M-NCPPC. It will be M-NCPPC's first multi-generational recreation center to be developed in accordance with new design and operational guidelines for regional community centers based on M-NCPPC's *Formula 2040: The Functional Master Plan for Parks, Recreation and Open Space*, which was completed by PROS Consulting in 2013.



As envisioned, this new regional facility will have components that can accommodate a range of leisure and recreational activities in one setting as expressed by individuals and families from various community input processes. The program spaces planned include an indoor aquatics center, fitness area, gymnasium, senior services and designated program spaces that can serve people of all ages.



PROS Consulting was hired by M-NCPPC to lead the process that included developing the market assessment and the financial feasibility component of the project.

The SAARC Feasibility Study and Business Plan was developed under the following guiding principles and desired outcomes:

- Build a shared vision for a signature multi-generational recreation center facility in southern Prince George's County that includes three main program spaces that include an aquatic center, gymnasium and fitness component, which includes additional program space to serve all age groups.
- Utilize best practice means and trends to help meet the needs of current and future residents.
- Focus on promoting a collaborative approach toward future development with the community.
- Determine the optimal staffing structure and operational metrics to ensure maximum return on investment for M-NCPPC and the taxpayers of the County.

Pro Forma Revenues & Expenditures
M-NCPPC Southern Area Aquatics and Recreation Center
BASELINE REVENUES AND EXPENDITURES

Revenue	8th Year	9th Year	10th Year	11th Year	12th Year	13th Year
Fees	\$1,512,400.00	\$1,577,772.80	\$1,650,505.16	\$1,731,208.31	\$1,702,215.31	\$1,745,728.13
Administration	50.00	50.00	50.00	50.00	50.00	50.00
Building Maintenance	50.00	50.00	50.00	50.00	50.00	50.00
Building Services	50.00	50.00	50.00	50.00	50.00	50.00
Recreation Programs	\$21,462.00	\$22,503.86	\$23,749.04	\$25,112.21	\$24,152.17	\$24,880.58
Fitness	\$308,623.00	\$311,879.43	\$315,236.02	\$318,693.10	\$321,213.89	\$323,923.51
Hallatatorium	\$562,425.00	\$578,297.75	\$596,676.68	\$618,576.98	\$633,014.29	\$651,004.72
Gymnasium	\$198,303.00	\$205,797.09	\$213,071.00	\$220,130.13	\$226,880.04	\$233,426.44
Parking	\$44,908.00	\$46,387.00	\$47,878.01	\$49,381.16	\$50,897.38	\$52,426.58
Rentals	\$307,250.00	\$316,420.50	\$325,781.33	\$335,334.97	\$345,070.83	\$354,891.14
Child Care	\$14,000.00	\$14,420.00	\$14,842.00	\$15,264.18	\$15,757.13	\$16,229.84
Other	50.00	50.00	50.00	50.00	50.00	50.00
Total	\$2,574,882.00	\$2,661,886.43	\$2,751,670.01	\$2,841,650.14	\$2,898,028.74	\$2,958,509.00

Expenditures	8th Year	9th Year	10th Year	11th Year	12th Year	13th Year
Fees	\$12,200.00	\$12,200.00	\$12,200.00	\$12,200.00	\$12,200.00	\$12,200.00
Administration	\$727,130.05	\$767,959.05	\$811,392.44	\$857,589.88	\$906,744.38	\$959,064.24
Building Maintenance	\$158,430.00	\$168,163.40	\$180,705.32	\$195,185.84	\$206,425.54	\$220,737.70
Building Services	\$192,833.38	\$202,228.05	\$212,740.51	\$223,459.05	\$237,479.63	\$276,909.32
Recreation Programs	\$137,483.20	\$146,255.49	\$155,635.05	\$165,727.78	\$176,524.78	\$188,101.38
Fitness	\$271,475.56	\$282,472.13	\$294,517.87	\$307,706.50	\$321,003.02	\$345,724.52
Hallatatorium	\$850,628.34	\$922,895.11	\$991,021.49	\$1,064,388.71	\$1,143,406.20	\$1,228,524.02
Gymnasium	\$114,309.80	\$120,043.59	\$127,031.05	\$134,073.20	\$141,451.75	\$149,079.09
Parking	\$38,425.40	\$39,976.41	\$41,606.51	\$43,321.45	\$45,118.41	\$47,001.87
Rentals	\$18,788.00	\$19,197.80	\$19,700.12	\$20,204.27	\$21,099.00	\$22,000.00
Child Care	\$36,202.24	\$37,048.42	\$37,900.79	\$38,759.43	\$39,617.77	\$40,482.93
Other	\$2,750.00	\$2,817.50	\$2,886.01	\$2,955.52	\$3,025.03	\$3,114.40
Total	\$3,621,642.37	\$3,779,244.37	\$3,951,242.37	\$4,141,257.74	\$4,343,589.89	\$4,566,135.53

Total Cost Recovery: 95% 96% 93% 90% 87% 84%

Project Reference: Mr. Alvin McNeal, Prince George's County Department of Parks and Recreation Deputy Director; 6600 Kenilworth Avenue; Riverdale, MD 20737; 301.699.2533; alvin.mcneal@pgparks.com

MEETING DATE: March 21, 2018

ITEM # 5

SUBJECT:

**CONSIDERATION OF RESOLUTION 18-18 APPROVING THE APPLICATION FOR THE
URBAN GREENING GRANT PROGRAM FOR CLARKSBURG BRANCH LINE TRAIL
SAFE ROUTES TO SCHOOLS IMPROVEMENTS**


INITIATED OR REQUESTED BY:

[] Council [X] Staff

[] Other

REPORT COORDINATED OR PREPARED BY:

Traci Michel, Parks and Recreation Business Manager


 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 adoption of Resolution 18-18 for the Urban Greening Grant Program application as provided through the California Natural Resources Agency for Safe Routes to School improvements proposed on and/or near the Clarksburg Branch Line Trail.

RECOMMENDED ACTION

Staff respectfully recommends that the City Council:

- 1) Adopt Resolution 18-18 approving the application for the Urban Greening Grant Program; and
- 2) Authorize the use of Measure E funds in an amount not to exceed \$200,000, to be used as match funding for the Urban Greening grant application.

BACKGROUND

In January 2018, the California Natural Resources Agency announced the availability of its Urban Greening Grant Program. The Urban Greening Program is funded by California Climate Investments, a statewide program that uses cap-and-trade dollars to help reduce greenhouse gas emissions, strengthen the economy and improve public health and the environment. Non-motorized urban trails that provide safe routes for travel between residences, workplaces, commercial centers and schools are eligible for funding through this program. Approximately \$24.7 million is available for funding through this program. Applications are due April 11, 2018.

ANALYSIS

Staff utilized the 2013 Bicycle Pedestrian Trails Master Plan, survey responses generated from the Parks and Open Space Master Plan Update currently underway and recent feedback pertaining to The Nest Project bike rest stop and hydration station along the Clarksburg Branch Line Trail to inform the selection of a project(s) for the Urban Greening Grant Program.

In January 2014, the City completed construction of the first segment of the Clarksburg Branch Line Trail (CBLT) in the Southport community. The CBLT utilizes an abandoned railroad right-of-way owned by the City that extends from Jefferson Boulevard at the Stone Locks on the north, to the town of Clarksburg in Yolo County to the south. The paved 1.25-mile long segment has seen significant use since opening, both as a recreation trail for the adjacent neighborhoods, connecting local parks and open spaces, as well as a primary route for students living near the trail to travel to and from school and shopping at the Southport Towne Center. Over 11,000 residents and four schools are located within one mile of the completed CBLT. Additionally, new residential communities currently in the planning stages are located immediately adjacent to the unpaved portion of the CBLT. The proposed Liberty neighborhood includes 1,503 residential units, a 17-acre K-8 school site and additional parks, greenbelts and trails that will connect to the CBLT. The proposed River Park neighborhood will be home to over 2,732 residential units, a 10-acre K-8 school site along with several parks that are also designed to connect to the CBLT trail. All schools within the City feed into River City High School, which is located along the CBLT and has a student population of approximately 2,000 students. The City's Recreation Center is located immediately adjacent to the CBLT and River City High School and serves as a hub for after-school and summer programs. As developments to the south are constructed, the need for an expanded CBLT is critical as it serves as the primary arterial for pedestrians and bicyclists traveling to/from school and the Recreation Center.

A major cross street to the CBLT is Linden Road, which provides direct access to Our Lady of Grace School and connects the residential neighborhoods, Southport Town Center patrons and students to River City High School and the Recreation Center via the trail. Currently, there are incomplete sidewalks on Linden Road near the CBLT, adjacent neighborhoods and schools. There are some sidewalks on the south side of Linden from Stonegate up to the CBLT. Then on the north side of Linden, west of the CBLT. Prior to, and after, school hours, children are often seen running, walking and cycling in the street because the sidewalks are incomplete. Also, the 1.25 mile stretch of the completed CBLT doesn't offer any trail amenities, including clear access points or trash receptacles, resulting in students accessing the trail via private properties and littering.

Perceived safety can be a barrier to students and their families for choosing active transportation modes over an automobile. Gaps in the CBLT improvements, including defined access points, signage, safety lighting, trash receptacle and sidewalks that serve as primary connecting points from the CBLT to school and residential properties can be perceived safety barriers, especially among students. To improve safety and promote use of the CBLT by students, removal of those improvement gaps and barriers are very important.

The proposed scope of work for the Urban Greening Grant Program includes the following improvements:

- Creation of a small trailhead at the northern edge of the CBLT at Locks Drive. The trailhead will provide space for accessing the trail and serve as a staging while waiting to cross Jefferson Boulevard and/or Locks Drive. The trailhead will also include directional signage, trash receptacles and lighting.
- Installation of bi-level lighting along the entire CBLT, where needed, to meet CPTED design standards and provide a safe level of lighting for trail users.
- Sidewalk improvements on the north and south sides of Linden Road immediately adjacent to the CBLT, Our Lady of Grace School and the River City High School trail access.
- Extension of the CBLT approximately 2.2 miles from River City High School to South River Road to provide a connection for existing residents/students as well as the 4,000+ new residents and students to the high school and shopping.

The improvements listed above will include planting components, as appropriate, to help sequester and store carbon and also serve to connect existing park and open spaces.

The request for funding includes planning and environmental analysis, design and construction of the proposed improvements listed above and highlighted on the map included as Attachment 2.

The City's Bicycle, Pedestrian and Trails Master Plan update includes an implementation measure for standardizing rural and urban trail designs in the City. It is anticipated that the specifications outlined for the improvements to the CBLT above will serve as the bases for the urban trail design standards.

Trail activation is an additional component to ensure safety and security along the CBLT. Council will be considering, as a separate item, an agreement with Assemble Sacramento to accept a privately constructed hydration station and rest stop along the CBLT that will serve as an opportunity for educational and recreational activation along the trail. In addition, staff is in discussion with the Washington Unified School District and Our Lady of Grace School for a Trail Ranger or Crossing Guard program at the Linden Road crossing to ensure additional safety for limited periods of time before and after school.

Grant awards are anticipated to be announced in late fall of this year.

Environmental Considerations

Environmental analysis will be completed as part of overall project, if grant funding is awarded.

Commission Recommendation

On March 6, 2018, staff presented information on the Urban Greening Grant Program to the Parks, Recreation and Intergenerational Services Commission. There was support from the Commission to continue advancing the grant application, pending approval from City Council. Ongoing coordination with the Commission for the Urban Greening Grant Program will take place, pending an award of grant funding.

Strategic Plan Integration

This action will contribute to the implementation of the 2017-2018 City Strategic Plan Parks and Open Space Master Plan Update Management Agenda, the Bicycle, Pedestrian and Trails Master Plan, as well as the City's goal of *West Sacramento: Preferred Place to Live, Work, Learn and Play*.

Alternatives

The Council's primary alternatives are:

1. Approve submission of the Urban Greening Grant Program application for approximately \$3.13 million, as well as related actions in order to comply with the grant application requirements, and the use of \$200,000 of Measure E funds as match. This is the recommended action;
2. Approve the application and related actions with modifications to the grant amount, scope of work, or match funding. There is no maximum or minimum grant amount or match fund requirement; or
3. Disapprove submission of the grant application and related actions.

Coordination and Review

This report, including the grant application scope, budget, and environmental documents were discussed with the City Manager and coordinated with the Community Development, Administrative Services, Public Works and Police and Fire departments.

Budget/Cost Impact

Match funds are not required for the Urban Greening Grant Program application. However, projects that leverage other sources of funds may be more competitive. The estimate of costs for the proposed grant application scope of work includes:

Grant Application Item	Estimated Cost
Clarksburg Branch Line Trail (CBLT) Northern Trailhead Feature	\$75,000
Lighting on existing paved CBLT	\$130,000
Linden Road sidewalk improvements	\$705,000
Extension of CBLT to South River Road	\$1,760,000
Lighting on CBLT from River City High School to Village Parkway	\$130,000
Cyber-Tech Trash Receptacle (10)	\$25,000
Planting	\$15,000
Signage Along Trail	\$1,500
Contingency	\$285,000
Total	\$3,126,500

Staff is proposing to allocate \$200,000 of Measure E Bicycle, Pedestrian and Trails Improvement funds to serve as match funding for the grant application. Recent survey work completed as part of the Parks and Open Space Master Plan Update highlights the development of new trails and trail amenities as a priority for city residents. Based on this information and the need to advance trail improvements, activate existing trails and leverage investment opportunities, staff recommends the use of Measure E funds as match for the grant application to increase the City's competitiveness. The use of Measure E funding would not supplant any existing funding. This project is consistent with multiple adopted Council policies, including the General Plan 2035, the Bicycle, Pedestrian and Trails Master Plan, the Age-Friendly Action Plan and the Parks and Open Space Master Plan. To staff's knowledge the proposed project does not conflict with any adopted Council policy documents.

The completion of the CBLT proposed improvements will improve safety for bicyclists and pedestrians including school aged children utilizing the trail as a primary route to school.

Council has identified a proposed annual funding maximum of \$600,000 of Measure E funds for building and maintaining bicycle and pedestrian trails. On October 4, 2017 Council allocated \$140,000 of Measure E funds for Bicycle, Pedestrian and Trails projects. It was discussed at that time that grant applications were pending that would seek Measure E funds as match. An allocation of up to \$200,000 as match for the Urban Greening Grant Program application would bring the total FY 17/18 Measure E allocations under the Bicycle, Pedestrian and Trails category to \$340,000 plus the allocated administration fees of \$58,722 for a total of \$398,722. In addition, under separate Council consideration, is the use of \$36,000 in Measure E Bicycle, Pedestrian and Trails funds for the City's development fees for the Assemble Sacramento Nest project. Attachment 3 illustrates the current appropriations and balances related to Measure E's budget. Attachment 4 is the analysis required for use of Measure E funds in accordance with Council's Measure E policy.

ATTACHMENTS

1. Resolution 18-18 approving the application for the Outdoor Environmental Education Facilities Grant Funds
2. Map of Proposed Safe Routes to Schools Improvements
3. Measure E Budget
4. Measure E Project Analysis

RESOLUTION 18-18
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST SACRAMENTO
APPROVING THE APPLICATION FOR GRANT FUNDS FOR
CALIFORNIA CLIMATE INVESTMENTS URBAN GREENING 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, said procedures established by the California Natural Resources Agency require a resolution certifying the approval of application(s) by the Applicants governing board before submission of said application(s) to the State; 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 Clarksburg Branch Line Trail Safe Routes to School Improvements;
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 21st day of March, 2018 by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

Christopher L. Cabaldon, Mayor

Kryss Rankin, City Clerk

Map of Proposed Improvements



Trailhead Feature

Sidewalk Improvements

Lighting and Trash Receptacles



Paved CBLT



CBLT Paving Extension

Measure E Purpose	Council Proposed Annual Funding Maximum	Additional One-Time Measure E Funds ²	Council Approved Measure E Appropriations YTD	Measure E Purpose Balance ¹
Repairing Roads	\$ 500,000		\$ 298,935	\$ 201,065
Building and Maintaining Bicycle and Pedestrian Trails (Including Trails Initiative)	\$ 600,000		\$ 198,722	\$ 401,278
Reducing Homelessness (including providing access to services and housing/shelter)	\$ 250,000		\$ -	\$ 250,000
Reducing the Community Impacts of Homelessness (including clean-up and enforcement)	\$ 500,000		\$ 491,476	\$ 8,524
Improving Educational and Career Opportunities for Youth	\$ 1,050,000	\$ 250,000	\$ 958,377	\$ 341,623
Enhancing Internet Access and the Use of Smart Technologies (including 21 st Century mobility, engagement, and age-friendly solutions)	\$ 500,000		\$ 319,061	\$ 180,939
Other Public Safety	\$ 100,000	\$ 100,000	\$ 10,000	\$ 190,000
	\$ 3,500,000	\$ 350,000	\$ 2,276,571	

Total FY 16/17 Measure E Fund Carryover (One-Time)	\$ 813,072
Committed FY 16/17 Measure E Fund Carryover (One-Time)	\$ (350,000)
Uncommitted FY 16/17 Measure E Fund Carryover (One-Time)	\$ 463,072
Actual FY 17/18 Measure E Fund Balance¹	\$ 1,052,429
Total Available Measure E Funds	\$ 1,515,501

¹ Assumes projected FY 17/18 Measure E Revenues of \$3,329,000

² Funded from FY 16/17 April-June Measure E Fund Balance Carryover; total balance carryover is \$813,072

Measure E Analysis
Urban Greening Grant for the Clarksburg Branch Line Trail Safe Routes to School Project

Project Description

The requested expenditure is to provide match funds for the Urban Greening Grant Program for the Clarksburg Branch Line Trail (CBLT) Safe Routes to Schools improvements.

Policy Context

Recent survey work completed as part of the Parks and Open Space Master Plan Update highlights the development of new trails and trail amenities as a priority for city residents. Securing additional grant funds to further the development and safety of the CBLT is consistent with multiple adopted Council policies including, the General Plan 2035, the Bicycle, Pedestrian and Trails Master Plan, the Age-Friendly Action Plan and the Parks and Open Space Master Plan. To staff's knowledge the proposed project does not conflict with any adopted Council policy documents.

Supplementary Funds

The proposed Measure E funding would not supplant any existing funding. The total project cost is approximately \$3.13 million. If successful, the \$200,000 Measure E investment will result in a net grant award of \$2.9 million.

Staff Costs

The proposed Measure E expenditure will cover some staff and/or consultant costs for project implementation and construction if the grant is awarded. All costs associated with the preparation of the grant application are covered under existing sources and would not be funded by Measure E.

Desired Outcome

The completion of the CBLT proposed improvements will improve safety for bicyclists and pedestrians including school aged children utilizing the trail as a primary route to school.

Theory of Change

The over-arching performance outcomes for The Bicycle, Pedestrian, and Trail Improvement Program is to increase walking and biking citywide. The proposed improvements are intended to enhance safety. Increased safety and further development of the trail should result in increased use of the trail.

Project Budget

This project is in the **Capital Accelerator** category with **Primary** priority.

PROJECT ELEMENT	Unit of Measure	Unit Price	Quantity	Total Amount	Staff Report Rounded \$
Planting				\$15,000	\$15,000
CBLT Trailhead at Locks Drive				\$75,000	\$75,000
CBLT Lighting Existing	LF			\$130,000	\$130,000
CBLT Lighting Extension	Mile	\$130,000		\$130,000	\$130,000
CBLT 2.2 Mile Extension	Mile	\$799,818	2.2	\$1,759,601	\$1,760,000
Linden Road Sidewalks				\$704,541	\$705,000
Trash Receptacles	EA	\$2,500	10	\$25,000	\$25,000
Signage	EA	4	375	\$1,500	\$1,500
Subtotal				\$2,840,641	
Contingency 10%				\$284,064	\$285,000
Total Project Cost				\$3,124,705	\$3,126,500

Performance Metrics

Increased utilization of the Clarksburg Branch Line Trail by providing additional safety and security features. Measurable outcomes for this project should include a lower rate of bicycle/pedestrian related collisions and an increase in walking and biking.

MEETING DATE: March 21, 2018

ITEM # 6


SUBJECT:

**CONSIDERATION OF LICENSE TO INSTALL IMPROVEMENTS AND
AGREEMENT FOR ACQUISITION OF IMPROVEMENTS WITH ASSEMBLE SACRAMENTO
FOR THE NEST PROJECT BIKE REST STOP AND HYDRATION STATION**

INITIATED OR REQUESTED BY:
 Council Staff

 Other
REPORT COORDINATED OR PREPARED BY:

Traci Michel, 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 private-public partnership between the City and Assemble Sacramento for The Nest Project Bike Rest Stop and Hydration Station, as well as seek Council's approval of the agreement required for the installation and acceptance of the project improvements and related actions.

RECOMMENDED ACTION

Staff respectfully recommends that the City Council:

- 1) Find that The Nest Project Bike Rest Stop and Hydration Station is exempt from CEQA pursuant to the Categorical Exemptions under California Code of Regulations, Title 14, Division 6, Chapter 3 ("CEQA Guidelines"), Sections 15301, 15303, and 15304, and find that the determination represents the independent judgment of the City;
- 2) Authorize the City Manager or his designee to execute the License to Install Improvements and Agreement for Acquisition of Improvements with Assemble Sacramento for The Nest Project Bike Rest Stop and Hydration Station in substantially the form attached to this report, with such changes, insertions, revisions, corrections, or amendments as shall be approved by the City Attorney; and
- 3) Approve an appropriation of \$36,000 from Measure E Fund, Fund 110, towards the completion of this project.

BACKGROUND

On April 20, 2016, the City Council approved a partnership between the City and Assemble Sacramento to design and build The Nest Project Bike Rest Stop and Hydration Station ("Project"), a small bike rest stop and hydration station area on the existing Clarksburg Branch Line Trail. The Project will promote outdoor activity and trail usage, as well as serve as a convening place for community members and visitors. The site is owned by the City of West Sacramento and is located along the Clarksburg Branch Line Trail between the Southport Town Center to the west, Our Lady of Grace School to the east, Lake Washington Boulevard to the north and Linden Road to the south.

ANALYSIS

Since City Council approved the partnership, staff has continued to work with Assemble Sacramento to refine the project designs and develop an agreement that will permit Assemble Sacramento to install improvements on City property and transfer ownership of the improvements to the City upon completion. The License to Install Improvements and Agreement for Acquisition of Improvements (Agreement) with Assemble Sacramento is included as Attachment 1. Improvements include seating, shade, two hydration stations: one for people (provided by City from surplus inventory) and one for pets, a community table, bike parking and repair station, active play features for kids, and unique public art components. The Project will be themed to highlight the ecological system and wildlife that visitors would be experiencing when on the trail. The Pacific Flyway is the largest migratory highway used by birds and the Sacramento Valley is one of the main stops for many migrating birds. The Project location, description and concept plans are included as exhibits in the Agreement.

Assemble Sacramento has successfully obtained multiple project sponsors to provide in-kind services and has raised significant funding for the Project, which is currently valued at \$250,000. However, based on the cost of the overall project, a pending funding gap and an interest in moving forward to construct the project as soon as possible, Assemble Sacramento is requesting the City Council waive all City fees estimated at \$36,000. This includes plan review and inspection costs, water connection, meter and backflow fees.

Assemble Sacramento “Nest” Project Cost

	Original Fee Estimates		
	Hours	Rate	Total
Public Works Inspector (Based on 1.5 hours a day for 60 days)	90	\$ 100	\$ 9,000
City Engineer Plan Review	6	\$ 141	\$ 846
Project Manager/Plan Review	60	\$ 100	\$ 6,000
1 Inch Water Connection Fees			\$ 15,875
1 Inch Meter plus installation			\$ 1,266
1 Inch Backflow plus installation			\$ 1,143
Sewer/Water Application Fee			\$ 250
Encroachment Permit Application Fee			\$ 250
Building Inspection (based on \$50,000 shade shelter)			\$ 1,230
		Total	\$ 35,860

Additionally, concerns have been raised from Our Lady of Grace School administration and families regarding the safety and security of school children, given the close proximity of the school playground to the Project and further activation of trail, including:

- Direct line of sight from the Project to the main playground for Our Lady of Grace School;
- Lack of lighting along the currently paved portion of the Clarksburg Branch Line Trail;
- Incomplete sidewalk improvements along Linden Road in front of Our Lady of Grace School and adjacent to River City High School, which results in students walking in the street; and
- Inadequate protection for students as they cross Linden Road walking/biking to and from school.

Through a series of meetings, Our Lady of Grace School staff, Assemble Sacramento representatives, community members, business owners, and City staff have developed a joint strategy to address these concerns and to support the project moving forward. The following summarizes components of the joint strategy:

- Assemble Sacramento has committed to work with Our Lady of Grace School to construct improvements on school property that provide screening from the Clarksburg Branch Line Trail, as well as new recreation opportunities, including installing a ball wall, new landscaping and irrigation, as well as relocation of existing exercise equipment to accommodate the new improvements. These improvements will be made at no cost to Our Lady of Grace School.
- Assemble Sacramento will provide a site activation plan for the Project to the City of West Sacramento that will be executed upon completion of the improvements and include programming for the site.
- The City, in collaboration with Our Lady of Grace School and Washington Unified School District/River City High School, will work to implement a crossing guard program at the Linden Road and Clarksburg Branch Line Trail intersection to ensure the safety of students walking and riding to/from school.
- As part of a separate action for City Council consideration, City staff recommends submitting an application for the Urban Greening Grant Program to fund other safety improvements identified, including: installing lighting along the currently paved portion of the Clarksburg Branch Line Trail, where needed; extending the Clarksburg Branch Line south to South River Road with lighting as needed; constructing trailhead improvements at the northern end of the trail at Locks Drive; and completing sidewalk improvements along Linden Road in front of Our Lady of Grace School and adjacent to River City High School.

Pending approval from City Council to move forward with the Project, Assemble Sacramento will continue to coordinate with Our Lady of Grace School, prepare a formal Encroachment Permit application to the City and provide a detailed construction schedule in advance of commencing work.

Environmental Considerations

The Project is exempt from CEQA pursuant to the Class 1 (existing facilities), Class 3 (new construction of small structures), and Class 4 (minor alteration to land) categorical exemptions, as it would involve minor alterations to the existing bike trail, the construction of small structures, and minor alterations to the condition of land with no removal of mature trees or landscaping. The Project will require minimal ground disturbance and installation of minor equipment to an existing trail. A Notice of Exemption has been prepared for the Project (Attachment 2).

Commission Recommendation

Staff provided an update on the Project to the Parks, Recreation and Intergenerational Services Commission at its March 6, 2018 meeting. The Commission expressed support for moving forward with the Project.

Strategic Plan Integration

This action will contribute to the implementation of the 2017-2018 City Strategic Plan Parks and Open Space Master Plan Update Management Agenda, the Bicycle, Pedestrian and Trails Master Plan, as well as the City's goal of *West Sacramento: Preferred Place to Live, Work, Learn and Play*.

Alternatives

Alternatives to the recommended action include:

1. Council could direct staff to modify the business terms of the Agreement; or
2. Council could choose to not approve the Agreement.

Recent survey work completed as part of the Parks and Open Space Master Plan Update highlights the development of new trails and trail amenities as a priority for city residents. Based on this information and the need to advance trail improvements, activate existing trails and leverage private investment opportunities, staff does not recommend modifying the business terms or choosing to not approve the Agreement.

Coordination and Review

City staff coordinated with multiple City departments including the City Manager's Office, Community Development, Public Works, Police, and Fire. City staff also participated in multiple meetings with Assemble Sacramento, Our Lady of Grace School, Washington Unified School District and community members to develop the joint strategies and recommendations related to the Clarksburg Branch Line Trail and The Nest Project.

Budget/Cost Impact

The private-public partnership will leverage resources resulting in over \$250,000 of in-kind services and improvements to City property. However, Assemble Sacramento has asked the City to waive all development fees for the project, which are estimated at \$36,000. Waiver of the City development fees for the Nest project was not contemplated in the City budget and hence, will have a negative impact on various funds at year end. Recent survey work completed as part of the Parks and Open Space Master Plan Update highlights the development of new trails and trail amenities as a priority for city residents. Based on this information and the need to advance trail improvements, activate existing trails and leverage investment opportunities, staff recommends the use of Measure E funds to cover the City development fees associated with this project. The use of Measure E funding would not supplant any existing funding. To staff's knowledge the proposed project does not conflict with any adopted Council policy documents.

The City Council has identified a proposed annual funding maximum of \$600,000 of Measure E funds for building and maintaining bicycle and pedestrian trails. On October 4, 2017 Council allocated \$140,000 of Measure E funds for Bicycle, Pedestrian and Trails projects. It was discussed at that time that additional projects were pending that would seek Measure E funds. An allocation of up to \$36,000 for the City development fees would bring the total FY 17/18 Measure E allocations under the Bicycle, Pedestrian and Trails category to \$176,000 plus the allocated administration fees of \$58,722 for a total of \$234,722. In addition, Council is considering an item that could allocate up to \$200,000 of Measure E Bicycle, Pedestrian and Trails funds as match for the Urban Greening Grant application as a separate item. If all proposed actions are approved by Council, the total Measure E Bicycle, Pedestrian and Trails fund allocations for FY 17/18 would be \$434,722. Attachment 3 illustrates the current appropriations and balances related to Measure E's

FY 17/18 budget. Attachment 4 is the analysis required for use of Measure E funds in accordance with Council's Measure E policy.

ATTACHMENT(S)

1. License to Install Improvements and Agreement for Acquisition of Improvements with Assemble Sacramento for The Nest Project Bike Rest Stop and Hydration Station.
2. Notice of Exemption
3. Measure E Budget
4. Measure E Analysis

LICENSE TO INSTALL IMPROVEMENTS AND AGREEMENT FOR ACQUISITION OF IMPROVEMENTS

This License to Install Improvements and Agreement for Acquisition of Improvements (“Agreement”) is made this 21st day of March, 2018 (“Effective Date”), by and among the City of West Sacramento, a California municipal corporation and a political subdivision of the State of California (“City”), and Assemble Sacramento, a California nonprofit corporation (“Licensee”) (collectively, “Parties”).

RECITALS

WHEREAS, the City owns real property which is currently being used as the Clarksburg Branch Line Trail, and more particularly owns the segment of the Clarksburg Branch Line Trail subject to this Agreement, as described in Exhibit A, which is attached hereto and incorporated herein by this reference (“Property”); and

WHEREAS, in conjunction with The Nest Project, Licensee is also coordinating with adjacent property owner, Our Lady of Grace School, to construct improvements on school property as part of the project; and

WHEREAS, the City desires to grant Licensee a license to enter upon the Property to construct The Nest Project bike rest stop and hydration station as described in Exhibit B, which is attached hereto and incorporated herein by this reference (“Improvements”), and Licensee desires to accept the license subject to the terms in this Agreement; and

WHEREAS, upon the conclusion of the construction of the Improvements, for good and valuable consideration, Licensee agrees to transfer and City agrees to accept the Improvements pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the rights and obligations set forth below, City and Licensee mutually agree as follows:

A. LICENSE AGREEMENT

1. License. City hereby grants, transfers, and conveys to Licensee a non-exclusive license to enter onto and to use the Property to install the Improvements described in Exhibit B (“License”).

2. Commencement and Termination. The rights granted under this Agreement shall take effect upon the Effective Date and shall continue until completion of the construction of the Improvements, but in any event, shall not continue for longer than a period of one (1) year. Notwithstanding the preceding sentence, City or Licensee may cancel this Agreement by giving sixty (60) days’ written notice to the other party.

3. Consideration. As consideration for this License, Licensee shall convey the Improvements to the City as specified in Section B of this Agreement.

4. Use. Licensee shall use the Property solely for preparing the site for installing the Improvements, and installing the Improvements specified in Exhibit B. Licensee shall coordinate the installation of Improvements with the City, prior to commencing work, to minimize impact on the public's recreational use of the Clarksburg Branch Line Trail during installation of the Improvements. City reserves the right to stop or suspend any work that interferes with public convenience. Licensee shall not place, or allow to be placed, any Improvements, fixtures, or structures on the Property except those specified in Exhibit B. Upon the conclusion of the installation of the Improvements, Licensee shall remove any debris and shall leave the Property clean and in good condition. The City shall have use of the Property for any legal purpose provided such use does not interfere with Licensee's use of the Property.

5. Condition of Property. Licensee has inspected the Property and represents to City:

- a. that Licensee is aware of or will make itself aware of any dangerous conditions on the Property, whether or not readily discoverable,
- b. that Licensee accepts the Property in its present condition as-is,
- c. that Licensee will make the Property safe for any activity under its care and control,
- d. that City is not and shall not be obligated to make the Property safe or suitable for use by Licensee or for anyone on the Property at the invitation or sufferance of Licensee, or otherwise to prepare the Property or access to the Property in any manner whatsoever,
- e. that entry by Licensee and its employees, agents, and invitees onto the Property under this Agreement shall be deemed an acknowledgement by Licensee that all dangerous places and defects upon the Property are known to Licensee. Licensee shall make the Property safe for all persons entering the Property under this Agreement or at Licensee's request, invitation, direction or sufferance. Licensee assumes full liability for any injury to such persons or their property while on the Property,
- f. that City does not assume, by this Agreement or otherwise, any responsibility for, or to protect against, any loss, damage, theft or vandalism of any property or material which Licensee may place upon the Property, and
- g. that Licensee has been given the opportunity to study the suitability of the Property, and has concluded in its sole discretion that it shall accept the Property in its present condition, with all faults and conditions. City makes no representations as to the suitability of the Property for the use proposed by Licensee.

6. Hazardous Materials. Licensee will not cause the storage, treatment or disposal of any Hazardous Materials (as defined in Section B.4.b below) in, on, or about the Property in

violation of any applicable environmental laws. Licensee will not use the Property in a manner that may cause the Property to be contaminated by any Hazardous Materials in violation of any applicable environmental laws. Licensee will be solely responsible for and will protect, defend, indemnify, and hold harmless City, its officers, agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with the cleanup or restoration of Hazardous Materials introduced to the Property by Licensee. "Hazardous Materials" means any hazardous substance, waste or materials as defined in any local, state, or federal environmental or safety law or regulation, including, but not limited to, CERCLA. This paragraph shall survive the expiration or earlier termination of this Agreement.

7. Utilities. Licensee shall pay for all electricity, water, and other utilities in connection with construction of improvements on the Property. Licensee may bring and use portable generators. If Licensee uses any of City's utility connections, Licensee shall pay City such utility costs within fifteen (15) days of submission of an invoice to Licensee. Licensee is responsible to contact utilities, including but not limited to natural gas, water, and sewer service providers before commencing work to ascertain the location of underground utilities.

8. Indemnification. Licensee agrees to protect, defend, indemnify, and hold harmless City, and each of its directors, officers, agents, contractors, and employees, successors and assigns from and against any and all loss, cost, damage, liability or expenses (including, but not limited to, reasonable attorneys' fees, legal and administrative costs and expert witness fees) paid, incurred, arising out of or related to any claim, suit or judgment brought by or in favor of any person or persons for damage, loss or expense due to bodily injury, including death, or property damage sustained by such person or persons which arises out of, is occasioned by or is reasonably attributable to the use or occupancy of the Property, or any portion thereof, by Licensee or the acts or omissions of Licensee or its agents, employees, contractors, clients, or invitees. This paragraph shall survive the expiration or earlier termination of this Agreement.

9. Insurance. Licensee shall not enter the Property before obtaining, and shall maintain in full force and effect at all times during the duration of this Agreement, the policies of insurance specified in this paragraph. 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. Licensee shall carry, with respect to the Property, commercial general liability insurance for claims related to bodily injury or death and property damage with minimum combined single limits of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate, which policy shall, by endorsement, name the City as an additional insured. Licensee shall carry any Workers' Compensation insurance required by law. Licensee shall provide the City with a Certificate of Insurance evidencing such coverage and additional insured endorsement prior to entry onto the Property and, thereafter, upon receipt of a written request from the City. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, terminated by City or Licensee party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

10. Assignment and Subletting. Licensee shall not, by operation of law or otherwise, assign or otherwise transfer or encumber this Agreement, the license or the rights granted

hereunder, or grant any licenses to others of the whole or any part of the Property. Any such transfer shall at City's option be null, void and of no effect.

11. Compliance with Law. Licensee shall, in all activities on or in connection with the Property and in all uses thereof, including the making of any Improvements, comply with all applicable local, state, and federal laws, regulations, and enactments affecting the work. In addition, Licensee shall comply with all applicable local, state, and federal occupational safety and health acts and regulations, including, but not limited to, the payment of prevailing wages. If any failure by Licensee to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against City, Licensee the responsible party shall reimburse and indemnify City for any such fine, penalty, cost or charge, including, without limitation, attorneys' fees, court costs, and expenses. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

12. Removal of Personal Property. Upon the expiration or termination of this Agreement, Licensee shall remove any personal property from the Property. Should anyone on the Property at the invitation or sufferance of Licensee leave any personal property on the Property beyond the term provided in this Agreement, City shall have the right without notice to sell, destroy, or otherwise dispose of such property or to remove and store such property at the appropriate party's expense.

13. No Real Property Interest. Licensee agrees that it does not have and shall not claim any interest or estate whatsoever in the Property by virtue of this Agreement or Licensee's occupancy or use under this Agreement.

14. Condition Upon Surrender. Except as expressly provided in this Agreement, Licensee shall return the Property to City in a condition which is at least as good as the condition in which the Property was delivered to Licensee. Except as otherwise provided in this Agreement, Licensee shall not remove any portion of any Improvements or fixtures from the Property without the written approval of City.

B. CONVEYANCE

1. Conveyance of Improvements. Licensee shall, upon completion of the improvements, convey ownership of the Improvements to City, in a writing mutually agreed upon by the Parties.

2. Conditions of the City's Acceptance of Improvements. The City's acceptance of the Improvements shall be conditioned on the City's finding that the Property has been constructed in accordance with the specifications set forth in Exhibit B hereto, that the construction and installation of the Property was undertaken in accordance with all applicable local, state, and federal laws, and that at the time of conveyance, the Property complies with all applicable local, state, and federal laws. The City is under no obligation to accept the Improvements unless and until the Property satisfies the foregoing conditions.

3. No Hazardous Materials.

- a. Upon conveyance of the Property, Licensee shall certify that to Licensee's actual knowledge: (a) there has been no production, storage or disposal at the Property of any Hazardous Materials (as defined below) at any time during Licensee's ownership of the Property, (b) Hazardous Materials have not been dumped, buried, leaked, or otherwise released upon, in, or under the Property at any time during Licensee's ownership of the Property, (c) there are no storage tanks containing Hazardous Materials in, on, under, or about the Property, and (d) there is no threatened or actual proceeding or inquiry by any local, state, or federal governmental agency with respect to any Hazardous Materials on the Property.

- b. "Hazardous Material" means any hazardous or toxic substance, material or waste that is (a) regulated by any local governmental authority, the State of California or the United States Government, (b) defined as an "acutely hazardous waste," "extremely hazardous waste," "hazardous waste," or "waste" under Sections 25110.02, 25115, 25117 or 25124 or listed pursuant to Sections 25141 and 25141.5 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control), (c) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (d) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (e) petroleum, (f) asbestos, (g) listed under Chapter 10 of Division 4.5 of Title 22 or defined as "hazardous" or "extremely hazardous" pursuant to Division 21.5 of Title 26 of the California Code of Regulations, (h) designated as a "hazardous waste" pursuant to Section 6903 of the Federal Resource Conservation and Recovery Act, 42 United States Code section 6901, et seq., (i) defined as a "hazardous substance" pursuant to Section 9601 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 United States Code section 9601, et seq., (j) any flammable substances or explosive, or (k) any radioactive material.

C. MISCELLANEOUS

1. Entire and Binding Agreement. This Agreement contains all of the agreements between the Parties relating to the Property, and may not be modified in any manner other than by agreement, in writing, signed by the Parties. The terms, covenants, and conditions contained herein shall inure to the benefit of and be binding upon City, Licensee, and their successors and assigns, except as provided herein to the contrary.

2. Applicable Law. This Agreement shall be construed in accordance with the laws of the State of California, with the place of venue in the County of Yolo.

3. Recording. Licensee shall not record this Agreement or any memorandum thereof.

4. Liens. Licensee shall keep the Property free from any mechanic's, materialman's or similar liens or other such encumbrances in connection with any work on or respecting the Property, and shall defend, indemnify and hold harmless the City from and against any claims, liabilities, judgments, or costs (including attorneys' fees) arising out of the same or in connection therewith.

5. Attorneys' Fees. The City or Licensee may bring a suit or proceeding to enforce or require performance of the terms of this Agreement, and each party in that suit or proceeding shall be responsible for its own attorneys' fees and costs.

6. Notices. Any notice that any party may or is required to give the other parties shall be in writing, and shall be either personally delivered, sent by regular U.S. Mail or emailed, to the following address:

To City:

City of West Sacramento
ATTN: Traci Michel, Business Manager
Parks and Recreation Department
1110 West Capitol Avenue
West Sacramento, CA 95691
tracim@cityofwestsacramento.org

To Licensee:

Assemble Sacramento
ATTN: Andrew Sturmfels, CEO
824 29th Street
Sacramento, CA 95816
ajsturmfels@gmail.com

7. Binding on Successors. This Agreement shall be binding on and shall inure to the benefit of the Parties, and their respective successors, assigns, and their past, present, and future officers, directors, agents, employees, or volunteers, provided that this Agreement may only be assigned with the written consent of the Parties, and any attempt to assign this Agreement without such consent shall be void.

8. Approval. It is understood and agreed among the Parties that the completion of this transaction is contingent upon the specific approval and authorization of the Parties respective governing bodies. The execution of these documents constitutes said acceptance and approval.

9. Authority. Each individual executing this Agreement on behalf of an entity represents and warrants that he or she has been authorized to do so by the entity on whose behalf he or she executes this Agreement and that said entity will thereby be obligated to perform the terms of this Agreement.

10. Construction of Agreement. Headings at the beginning of each section and paragraph are solely for the convenience of the Parties and are not a part of this Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. It is agreed and acknowledged by the Parties hereto that the provisions of this Agreement have been arrived at through negotiation, and that each of the Parties has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in

construing or interpreting this Agreement. All exhibits referred to in this Agreement are attached and incorporated by this reference.

11. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, all of which, together, shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

Assemble Sacramento, a California nonprofit corporation

CITY OF WEST SACRAMENTO, a municipal corporation

Date: _____

Date: _____

By: _____

By: _____

Andrew Sturmfels
Chief Executive Officer

Martin Tuttle
City Manager

**REVIEWED AND APPROVED
BY LICENSEE COUNSEL:**

APPROVED AS TO FORM:

Date: _____

Date: _____

By: _____

By: _____

Counsel

Jeffrey A. Mitchell
City Attorney

ATTEST:

Date: _____

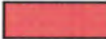
By: _____

Kryss Rankin
City Clerk

Exhibit "A"

Property Description (License Area)



 City of West Sacramento Clarksburg Branch Line Trail Parcel


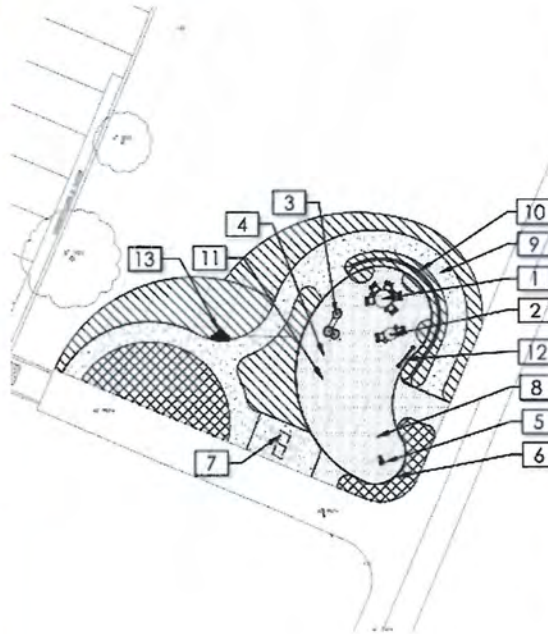
 The Nest Hydration Station Project Location

Exhibit "B"

Description of Improvements

The Nest Project includes construction of a small bike and pedestrian rest and hydration station area on the existing Clarksburg Branch Line Trail. The Project will promote outdoor activity and trail usage, as well as serve as a convening place for community members and visitors. The proposed site is owned by the City of West Sacramento and is located along the Clarksburg Branch Line Trail between the Southport Town Center to the west, Our Lady of Grace School to the east, Lake Washington Boulevard to the north and Linden Road to the south. Improvements include seating, shade, hydration stations accessible for people and pets, a community table, bike repair station and parking, active play features for kids and unique public art components. The Nest Project will be themed to highlight the ecological system and wildlife that visitors would be experiencing when on the trail. The Pacific Flyway is the largest migratory highway used by birds and the Sacramento valley is one of the main stops for many migrating birds. The following pages include concept plans for the Project.

CLARKSBURG TRAIL REST STATION EXHIBIT
BIKE NEST
 ASSEMBLE SACRAMENTO
 WEST SACRAMENTO CALIFORNIA
 NOVEMBER 2016

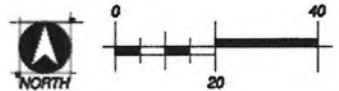


REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION
1	3 SEAT PATIO TABLE WITH UMBRELLA (ADA ACCESSIBLE)
2	2 SEAT PATIO TABLE WITH UMBRELLA (ADA ACCESSIBLE)
3	DRINKING FOUNTAIN (ADA ACCESSIBLE)
4	FARM STAND / COMMUNITY TABLE
5	BKE RBE STATION (DIRTY)
6	LASER CUT STEEL PANELS
7	BKE RACK FOR 6 BIKES
8	CONCRETE PATIO AND WALKWAY
9	DG PATH WITH CONTAINMENT SAND (4' WIDE)
10	ACTIVE PLAY FEATURE (TALK TUBE)
11	SHADE STRUCTURE (TO BE DETERMINED)
12	COMMUNITY BOARD
13	RELANDIS HARMONY PARKS - MODEL, DUEI

PLANT SCHEDULE

GROUND COVER	QTY	COMMON NAME / BOTANICAL NAME
[Hatched Pattern]	101 SF	BIRD AND WILDLIFE / INTERPRETIVE PLANTER
[Cross-hatched Pattern]	415 SF	POI INATORS / INTERPRETIVE PLANTER



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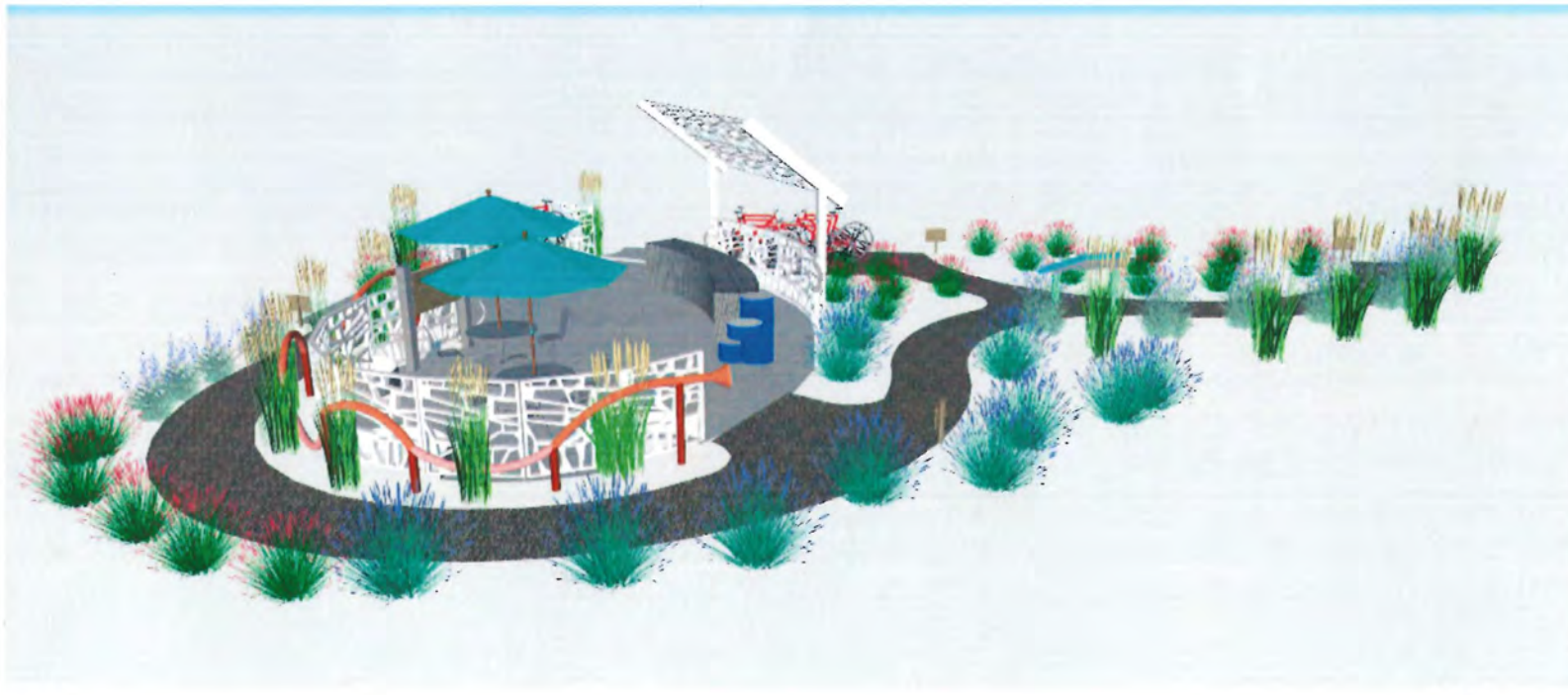
CLARKSBURG TRAIL REST STATION MODEL RENDERING
BIKE NEST
ASSEMBLE SACRAMENTO
WEST SACRAMENTO CALIFORNIA
NOVEMBER 2016



WOOD ROBBERS
DEVELOPING INNOVATIVE DESIGN SOLUTIONS
2301 E ST. JULES, SUITE 1000 W. TAMPA, FL 34607
PALM BEACH, FL 33480 FAX 561.241.7767

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CLARKSBURG TRAIL REST STATION MODEL RENDERING
BIKE NEST
ASSEMBLE SACRAMENTO
WEST SACRAMENTO CALIFORNIA
NOVEMBER 2016



WOOD ADDERS
LANDSCAPE ARCHITECTURE DESIGN CONSULTING
2301 E ST. MARK, SUITE 100
SACRAMENTO, CA 95816 TEL: 916.581.7748
FAX: 916.581.1127

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CLARKSBURG TRAIL REST STATION GEO-REFERENCED MODEL

BIKE NEST

ASSEMBLE SACRAMENTO

WEST SACRAMENTO CALIFORNIA

NOVEMBER 2016



WOOD ROBBERS
DESIGNING INNOVATIVE DESIGN SOLUTIONS
2201 E ST. MARYS RD. PO. BOX 17768
MILWAUKEE, WI 53217-0768 FAX 916.251.7767

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Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044
County Clerk
County of: Yolo
625 Court Street, Room B01
Woodland, CA 95695

From: (Public Agency): City of West Sacramento
1110 West Capitol Avenue
West Sacramento, CA 95691
(Address)

Project Title: License to install improvements & agreement for acquisition of improvements Assemble S

Project Applicant: City of West Sacramento

Project Location - Specific:
1945 Lake Washington Boulevard (APN 046-020-029-00)

Project Location - City: West Sacramento Project Location - County: Yolo

Description of Nature, Purpose and Beneficiaries of Project:
Authorization for the execution of a License to Install Improvements and Agreement for Acquisition of Improvements to build The Nest Project, a small bike rest stop and hydration station area on the existing Clarksburg Branch Line Trail.

Name of Public Agency Approving Project: City of West Sacramento

Name of Person or Agency Carrying Out Project: Traci Michel, Business Manager

Exempt Status: (check one):

- Ministerial (Sec. 21080(b)(1); 15268);
Declared Emergency (Sec. 21080(b)(3); 15269(a));
Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
Categorical Exemption. State type and section number: 15301, 15303, 15304
Statutory Exemptions. State code number:

Reasons why project is exempt:

The project would involve minor alterations to the existing bike trail, the construction of small structures, and minor alterations to the condition of land with no removal of mature trees or landscaping. The Nest Project will require minimal ground disturbance and installation of minor equipment to an existing trail.

Lead Agency
Contact Person: Kathy Allen Area Code/Telephone/Extension: 916-617-4645

If filed by applicant:

- 1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: [Signature] Date: 3/22/2018 Title: Associate Planner

Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR:

Measure E Purpose	Council Proposed Annual Funding Maximum	Additional One-Time Measure E Funds ²	Council Approved Measure E Appropriations YTD	Measure E Purpose Balance ¹
Repairing Roads	\$ 500,000		\$ 298,935	\$ 201,065
Building and Maintaining Bicycle and Pedestrian Trails (Including Trails Initiative)	\$ 600,000		\$ 198,722	\$ 401,278
Reducing Homelessness (including providing access to services and housing/shelter)	\$ 250,000		\$ -	\$ 250,000
Reducing the Community Impacts of Homelessness (including clean-up and enforcement)	\$ 500,000		\$ 491,476	\$ 8,524
Improving Educational and Career Opportunities for Youth	\$ 1,050,000	\$ 250,000	\$ 958,377	\$ 341,623
Enhancing Internet Access and the Use of Smart Technologies (including 21 st Century mobility, engagement, and age-friendly solutions)	\$ 500,000		\$ 319,061	\$ 180,939
Other Public Safety	\$ 100,000	\$ 100,000	\$ 10,000	\$ 190,000
	\$ 3,500,000	\$ 350,000	\$ 2,276,571	

Total FY 16/17 Measure E Fund Carryover (One-Time)	\$ 813,072
Committed FY 16/17 Measure E Fund Carryover (One-Time)	\$ (350,000)
Uncommitted FY 16/17 Measure E Fund Carryover (One-Time)	\$ 463,072
Actual FY 17/18 Measure E Fund Balance ¹	\$ 1,052,429
Total Available Measure E Funds	\$ 1,515,501

¹ Assumes projected FY 17/18 Measure E Revenues of \$3,329,000

² Funded from FY 16/17 April-June Measure E Fund Balance Carryover; total balance carryover is \$813,072

Measure E Analysis
Assemble Sacramento "Nest" Project

Project Description

The requested expenditure is to fund City development fees for the Clarksburg Branch Line Trail "Nest" project. Assemble Sacramento, the developer of the "Nest" project, is requesting that the City development fees for the project be waived.

Policy Context

On April 20, 2016, the City Council approved a partnership between the City and Assemble Sacramento to design and build the "Nest" project. Recent survey work completed as part of the Parks and Open Space Master Plan Update highlights the development of new trails and trail amenities as a priority for city residents.

Supplementary Funds

Assemble Sacramento has successfully obtained multiple project sponsors to provide in-kind services and has raised significant funding for the project, which is currently valued at \$250,000. However, based on the cost of the overall project, a pending funding gap and an interest in moving forward to construct the project as soon as possible, Assemble Sacramento is requesting the City Council waive all City fees estimated at \$36,000. As impact fee waivers are prohibited by government code to be funded with fee revenues, the water connection fees cannot be waived without utilizing other government revenues to backfill revenues lost due to fee waivers. Staff proposes that the \$36,000 that the City would not recoup from the project applicant for application and installation fees and related staff costs be funded with Measure E funds under the Bicycle, Pedestrian, Trails purpose area. The proposed Measure E funding would not supplant any existing City funding source.

Staff Costs

The proposed Measure E expenditure will cover some staff and/or consultant costs for project inspection and plan check review. Assemble Sacramento has requested the City waive all development fees for the project. Waiver of the City development fees and related staff costs which would ordinarily be charged to the applicant for the Nest project was not contemplated in the City budget and hence, will have a negative impact on various funds at year end.

Desired Outcome

Recent survey work completed as part of the Parks and Open Space Master Plan Update highlights the development of new trails and trail amenities as a priority for city residents. Development of the Nest project will advance trail improvements, activate the trail and leverage investment opportunities.

Theory of Change

The addition of the "Nest" rest stop and hydration station will serve as an opportunity to further activate the Clarksburg Branch Line Trail as well as provide an opportunity for respite. Nest activation opportunities are already being coordinated with River City High School for after school programming and Our Lady of Grace School for educational opportunities. Providing opportunities for hydration and rest along the trail may also encourage new users to utilize the trail.

Project Budget

This project is in the **Capital Accelerator** category with **Primary** priority. The estimated costs of the City's development fees related to the "Nest" project are:

Assemble West Sacramento Project Cost

Original Fee Estimates		
Hours	Rate	Total
Public Works Inspector (Based on 1.5 hours a day for 60 days)	90	\$ 100 \$ 9,000
City Engineer Plan Review	6	\$ 141 \$ 846
Project Manager/Plan Review	60	\$ 100 \$ 6,000
1 Inch Water Connection Fees		\$ 15,875
1 Inch Meter plus installation		\$ 1,266
1 Inch Backflow plus installation		\$ 1,143
Sewer/Water Application Fee		\$ 250
Encroachment Permit Application Fee		\$ 250
Building Inspection (based on \$50,000 shade shelter)		\$ 1,230
	Total	\$ 35,860

Performance Metrics

Increased utilization of the Clarksburg Branch Line Trail by providing a location for recreational and educational opportunities as well as respite and hydration. Specific increased utilization for activities through River City High School and Our Lady of Grace School can be measured and reported. In addition, staff will utilize the ZenCity contract to measure public sentiment regarding the project and utilization of the Clarksburg Branch Line Trail.

MEETING DATE: March 21, 2018

ITEM # 7

SUBJECT:

CONSIDERATION OF APPROVAL OF CONTRACT AMENDMENT NO. 3 TO THE CONTRACT FOR PROFESSIONAL SERVICES WITH AECOM FOR THE WASHINGTON DISTRICT SUSTAINABLE COMMUNITY INFRASTRUCTURE PROJECT

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

Vin Cay, Supervising Civil Engineer
Edgar Medina, Senior Civil Engineer

Council Staff

Other


Deniz Anbiah, Director of Public Works

ATTACHMENT Yes No Information Direction Action

OBJECTIVE

The objective of this report is to facilitate City Council's consideration for approval of Amendment No. 3 to the professional services contract with AECOM for the Washington District Sustainable Community Infrastructure Project (WDSCIP).

RECOMMENDED ACTION

Staff respectfully recommends that Council:

- 1) Approve Contract Amendment No. 3 with AECOM for professional services for the WDSCIP and;
- 2) Approve appropriation of \$203,834.00 from the General Community Investment Fund, Measure G, unrestricted fund balance towards the completion of this project

BACKGROUND

In 2015, the City was awarded a \$6.7 million State cap-and-trade grant for affordable housing and infrastructure funding to jump-start new mixed-use development. A portion of the grant was slated for the development of 77 units of affordable housing at West Gateway Place (formerly Delta Lane development). The construction of this development was recently completed. Another portion of the grant, \$4.1 million, was intended for infrastructure improvements including roadways, frontage, underground utilities, lighting and streetscape improvements in the Washington District and the City's Grand Gateway, a "hub bringing together our downtown Central Business District, the Bridge District, and the historic Washington District." A Project to design and construct these improvements was developed and is known as the Washington District Sustainable Community Infrastructure Project.

On May 18, 2016, Council approved a professional services contract with AECOM for the design and partial construction administration of the WDSCIP. Subsequently, on October 5, 2016 and October 4, 2017, Council approved Contract Amendments No. 1 & 2 respectively.

On September 20, 2017, Council awarded the construction contract to Teichert Construction for the WDSCIP. Construction began in November 2017 and is actively progressing.

ANALYSIS

The additional scope specified in Contract Amendment No. 3 is a result of the archaeological monitoring/ findings during the construction activities. This contract amendment adds Data Recovery activities at three archaeological sites impacted by construction activities. These services were not part of the original contract, as the scope was unforeseeable until construction activities began. A summary of the professional services included in this amendment is attached.

If approved, Contract Amendment No. 3 will increase the compensation of the professional services contract by an additional \$203,834.00 bring the total contract amount to \$1,219,554.31.

Environmental Considerations

The project Final Environmental Impact Report was certified on February 15, 2017 when Council adopted Resolution 17-11.

Commission Recommendation

Not Applicable

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 City Council approve Contract Amendment No. 3 to the professional services contract to AECOM in the amount of \$203,834.00.
- 2) Council may choose to make adjustments to the scope of work for this contract.
- 3) Council may elect to not approve the Contract Amendment at this time.

Alternatives 2 and 3 are not recommended due to the mitigation requirements and overall project schedule.

Coordination and Review

Preparation of the report was coordinated with Economic Development Department and the Finance Division of the Administrative Services Department.

Budget/Cost Impact

The amount authorized for the Washington District Sustainable Community Infrastructure Project will require additional appropriations and amendments to the CIP. The approved amendment of the contract will require additional funding from the General Community Investment Fund, Measure G Capital (Fund 406) towards the completion of this project. The following tables provide a breakdown of the project costs (Table 1), project appropriation request (Table 2) and project budget funding (Table 3).

Table 1 – Current Project Costs

Design Cost	
Consultant Base Contract (AECOM)	\$781,327.79
AECOM Contract Amendment No. 1	\$174,392.52
Union Pacific Railroad Permit	\$1,010.00
PG&E (Deposit FO + Application for services)	\$26,000.00
Potholing (Marquez Pipelines)	\$66,050.00
Right-of-Way Services (AR/WS)	\$50,000.00
Staff Oversight & Project Management	\$277,042.58
Sub Total Design Cost	\$1,375,822.89
Construction Cost	
Teichert Construction Base Bid	\$12,390,631.79
Alternate # 1 (7th ST Parking Lot)	\$345,335.00
Construction Contingency (10%)	\$1,274,000.00
PG&E utility relocation cost (Amount subject to reimbursement by PG&E)	\$800,000.00
Construction Management (Ghirardelli Associates)	\$1,029,025.00
Cultural monitoring (AECOM Contract Amendment No. 2)	\$60,000.00
Materials Testing /Environmental Mitigation (Blackburn Consulting)	\$105,065.00
Staff Oversight & Project Management	\$151,668.00
AECOM Contract Amendment No. 3*	\$203,834.00
Blackburn Consulting Contract Amendment No. 1*	\$29,138.00
Sub Total Construction Cost	\$16,388,696.79
Total Project Cost	\$17,764,519.68

* AECOM Contract Amendment No. 3 and Blackburn Consulting Contract Amendment No. 1 represent the complete budget appropriation request. Blackburn Consulting's Contract Amendment approval is part of a separate council item on the same March 21, 2018, Council Agenda.

Table 2 – Project Appropriation Request

Budget Appropriation Request		
AECOM Contract Amendment No. 3		\$203,834.00
Blackburn Consulting Contract Amendment No. 1		\$29,138.00
Total Appropriation Request		\$232,972.00

Table 3 – Project Budget Funding

Project Funding Sources	Approved Budget Appropriation	Requested Budget Appropriation
AHSC Grant	\$4,100,000.00	N/A
Measure G – Appropriated	\$2,500,000.00	N/A
Sewer Impact Fees	\$1,500,000.00	N/A
ATP Grant	\$87,000.00	N/A
PG&E/AT&T Reimbursement	\$800,000.00	N/A
Sewer Capital Projects Funds (Sewer Bond Proceeds)	\$4,150,000.00	
Measure G – Additional	\$2,825,000.00	\$232,972.00
Water Capital Projects Fund	\$770,000.00	
Ziggurat Parking Fund	\$500,000.00	
Storm Drain Fund	\$300,000.00	
Total Fund Appropriations	\$17,532,000.00	\$232,972.00

ATTACHMENT(S)

1. AECOM Contract Amendment No. 3

AMENDMENT NO. 3
to the
CONTRACT FOR SERVICES
between the
CITY OF WEST SACRAMENTO
And
AECOM
Dated May 18, 2016

This **Amendment No. 3** to the Contract for Services between the City of West Sacramento (City) and AECOM (Consultant) dated May 18, 2016, is made and entered into this 21st day of March, 2018. Except as expressly amended herein, the May 18, 2016 Contract for Services is in full force and effect.

RECITALS

WHEREAS, the City and Consultant executed an Agreement for Professional Services dated May 18, 2016 for professional services for the Washington District Sustainable Community Infrastructure Project; and

WHEREAS, the City and Consultant executed Amendment No 1. on October 5, 2016 for the aforementioned professional services contract; and

WHEREAS, the City and Consultant executed Amendment No 2. on October 4, 2017 for the aforementioned professional services contract; and

WHEREAS, the Washington District Sustainable Community Infrastructure Project has been identified as a Top Priority on the Management Agenda on the City's Strategic Plan; and

WHEREAS, the project team determined it is in the best interest of the City to task the consultant with providing Data Recovery scope related to the archaeological monitoring services during construction.

WHEREAS, the City and Consultant desire to amend said contract.

NOW, THEREFORE, IT IS MUTUALLY AGREED by parties hereto to amend said agreement as follows:

I. SCOPE OF SERVICES:

The scope of services as set forth in the Contract for Services dated May 18, 2016, shall be revised to include the additional services identified in Exhibit "A" dated March 8, 2018, attached hereto.

II. COMPENSATION:

The compensation as set forth in Section 3.A of the Contract for Services dated May 18, 2016, shall be revised to increase the total not to exceed compensation by \$203,834.00 for the services set forth in Exhibit "A" to Amendment No. 3, dated March 8, 2018.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as the date herein set forth.

CITY OF WEST SACRAMENTO

By: _____
Christopher L. Cabaldon, Mayor

AECOM

By: _____
Thomas Bernard, Vice President

APPROVED AS TO FORM

By: _____
Jeffrey Mitchell, City Attorney

ATTEST:

By: _____
Kryss Rankin, City Clerk



Letter Proposal

March 8, 2018

Vin Cay
Senior Civil Engineer
City of West Sacramento
Public Works Department
1110 West Capitol Ave.
West Sacramento, CA 95691
vinc@cityofwestsacramento.org

**Subject: Washington District Sustainable Community Infrastructure Project
Amendment 3**

Dear Mr. Cay:

Per the City's request, AECOM Technical Services, Inc. (AECOM) is pleased to submit this proposal for additional services under the current contract for the subject project dated May 18, 2016. The additional services and resource estimate are described in the attached Amendment 3 to the approved Scope of Work. The total estimated fee for the additional services is \$203,834.00, bringing the total contract amount to \$1,219,554.00. The additional services are to be performed by AECOM team member LSA Associates, Inc., and will fall under Task 7.2, Design Support during Construction, of the approved Scope of Work.

Mr. Matthew Korve, PE, will continue to be the Project Manager, and Mr. Thomas R. Barnard, PE will continue to act as the Principal-in-Charge. Mr. Barnard is a Vice President of AECOM Technical Services, Inc., and is authorized to negotiate and bind the company.

AECOM appreciates this opportunity to submit this proposal for your consideration. If you have any questions or comments, please contact Matthew Korve at 916.266.4920 or matt.korve@aecom.com.

Respectfully,

AECOM Technical Services, Inc.

Thomas Barnard, PE
Principal-in-Charge

Matthew Korve, PE
Project Manager

cc: Edgar Medina, edgarm@cityofwestsacramento.org

Attachment A

March 8, 2018

Matthew Korve, P.E.
Project Manager, Transportation
AECOM
2020 L St., Suite 400
Sacramento, California 95811

Subject: Additional Fee for Archaeological Data Recovery for the Washington District Sustainable Community Infrastructure Project

Dear Mr. Korve:

As stated in the February 27, 2018, letter addressed to you regarding the fee and scope for archaeological data recovery for the Washington District Sustainable Community Infrastructure Project, LSA would coordinate with the City of West Sacramento (City) to determine the extent of additional fieldwork that may be needed should human remains or additional intact features be identified during the excavation. During excavation at Locus 3 (F and 5th Street), LSA identified human remains in a disturbed context. The replacement of the manhole at this location was discussed between the City, Teichert, LSA, and Yocha Dehe Wintun Nation. In order to recover the remains from Locus 3, LSA will screen the soil removed from the 10-foot by 10-foot by 6-foot manhole replacement area. LSA will also monitor the trench excavation that extends east from the manhole.

Table 1, below, provides a fee breakdown that summarizes the tasks and expenses that have already been done and/or are expected for the data recovery. It has been revised from the letter dated February 27, 2018, to include the additional fee for screening the soils from Locus 3 and monitoring trench excavation.

Table 1: Team Resource Estimate

Task	Labor Fee	Expense Fee	Total Fee
Coordination/Consultation	\$3,650		\$3,650
Data Recovery Plan Preparation	\$9,270		\$9,270
Recovery and lab inventory of human remains from vac-truck (up to 2/20/2018)	\$20,320	\$825	\$20,320
Data Recovery fieldwork	\$57,465	\$13,124	\$70,589
Screen soils/monitor Locus 3*	\$23,560	\$5,810	\$29,370
Lab Analysis/Specialized	\$24,400	\$16,000	\$40,400

Table 1 (continued):

Task	Labor Fee	Expense Fee	Total Fee
studies/Catalog			
Data Recovery Report Preparation	\$25,410		\$25,410
Curation		\$4,000	\$4,000
Total:	\$164,065	\$39,759	\$203,834

* Additional task/fee based on data recovery findings.

Please let me know if you have any questions or require additional details. Thank you very much.

Sincerely,

LSA ASSOCIATES, INC.



Katie Vallaire, RPA
Senior Cultural Resources Manager

MEETING DATE: March 21, 2018

ITEM # 8

SUBJECT:

CONSIDERATION OF APPROVAL OF CONTRACT AMENDMENT NO. 1 TO THE CONTRACT FOR MATERIALS TESTING AND ENVIRONMENTAL SERVICES WITH BLACKBURN CONSULTING FOR THE WASHINGTON DISTRICT SUSTAINABLE COMMUNITY INFRASTRUCTURE PROJECT

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

Curtis Winchester, Construction Manager
Edgar Medina, Senior Civil Engineer

Council Staff

Other


 Denix Anbiah, Director of Public Works

ATTACHMENT Yes No Information Direction Action

OBJECTIVE

The objective of this report is to facilitate City Council's consideration for approval of Amendment No. 1 to the professional services contract with Blackburn Consulting for materials testing, special inspections and environmental services for the Washington District Sustainable Community Infrastructure Project (WDSCIP).

RECOMMENDED ACTION

Staff respectfully recommends that Council:

- 1) Approve Contract Amendment No. 1 with Blackburn Consulting for professional services for the WDSCIP and;
- 2) Approve an additional appropriation of \$29,138.00 from the General Community Investment Fund, Measure G Capital, unrestricted fund balance towards the completion of this project.

BACKGROUND

In 2015 the City was awarded a \$6.7 million State cap-and-trade grant for affordable housing and infrastructure funding to jump-start new mixed-use development. A portion of the grant was slated for the development of 77 units of affordable housing at West Gateway Place (formerly Delta Lane development). The construction of this development was recently completed. Another portion of the grant, \$4.1 million, was intended for infrastructure improvements including roadways, frontage, underground utilities, lighting and streetscape improvements in the Washington District and the City's Grand Gateway, a "hub bringing together our downtown Central Business District, the Bridge District, and the historic Washington District." A Project to design and construct these improvements was developed and is known as the Washington District Sustainable Community Infrastructure Project.

On September 20, 2017, Council awarded the construction contract to Teichert Construction for the WDSCIP. Construction began in November 2017 and is actively progressing.

On October 4, 2017, Council approved a professional services contract for Blackburn Consulting to perform geotechnical services and a soil assessment analysis for three City owned areas.

ANALYSIS

In 2007, the City completed a Phase II site assessment on three City owned areas, which revealed the presence of several lead-contaminated hot spots. In that 2007 effort, a Removal Action Workplan (RAW) was developed to identify remediation recommendations for the contamination sites. However, due to funding constraints in 2007, the removal was not performed. In conjunction with this project, on January 09, 2018, the City entered in a Voluntary Cleanup Agreement (VCA) with the Department of Toxic Substance Control (DTSC) for the remediation of the 3.52-acre property identified as Tower Court, located at 815 West Capitol Avenue.

The parcel is planned for approximately 50,000 square feet of construction impacts. Grading for a new parking lot will include impacts to approximately six to thirty-six inches below ground surface, and installation of underground utilities along 7th Street will result in impacts of four to five feet below ground surface.

Staff determined an opportunity to maximize remediation efficiency on the project's lead removal plan. Staff encumbered construction contingency to include the full remediation scope into Teichert Construction's contract, which will clear the entire Tower Court parcel for the parking lot, 7th Street and future development. This contract amendment for Blackburn Consulting provides the additional geotechnical services to support the full lead remediation activities. Blackburn Consulting's general scope is as follows:

- Review existing environmental documents prepared for the Tower Court site. Documents include the Phase I Environmental Site Assessment, Phase II Environmental Site Assessment, Voluntary Cleanup Agreement, Oversight Agreement, and RAW.
- Review existing Project Specifications including Lead Compliance Plan (LCP) and Health and Safety Plan (HSP) to determine if the plans meet the criteria for a LCP and HASP as described in the RAW.
- Identify any areas in the current project specifications that do not meet the criteria outlined in the RAW and will correct/modify and prepare updated documents.
- Meet with DTSC to determine oversight and review process and potential cost. Act as liaison between DTSC and the City throughout the regulatory process.
- Prepare a report of our findings that summarizes the former and current regulatory status.
- The Asbestos Consultant will obtain bulk samples directly from exposed pipelines.
- Collect and analyze confirmation soil samples from the excavation areas within the mitigation areas..
- Confirmation sample results will be used to verify contractor removal of impacted soil from the mitigation areas.
- The removed contaminated soil from the mitigation areas will be temporarily stockpiled on-site for subsequent characterization.

If approved, Contract Amendment No. 1 will increase the compensation of the professional services contract by an additional \$29,138.00 bringing the total contract amount to \$134,203.00.

Environmental Considerations

The project Final Environmental Impact Report was certified on February 15, 2017 when Council adopted Resolution 17-11.

Commission Recommendation

Not Applicable

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 City Council approve Contract Amendment No. 1 to the professional services contract to Blackburn Consulting in the amount of \$29,138.00.
- 2) Council may choose to make adjustments to the scope of work for this contract.
- 3) Council may elect to not approve the Contract Amendment at this time.

Alternatives 2 and 3 are not recommended due to the mitigation requirements and overall project schedule.

Coordination and Review

Preparation of the report was coordinated with Economic Development Department and the Finance Division of the Administrative Services Department.

Budget/Cost Impact

The amount authorized for the Washington District Sustainable Community Infrastructure Project will require additional appropriations and amendments to the CIP. The proposed funding for the approval of the amendment will be funding from the General Community Investment Fund, Measure G Capital (Fund 406). The following tables provide a breakdown of the project costs (Table 1), project appropriation request (Table 2) and project budget funding (Table 3).

Table 1 – Current Project Costs

Design Cost	
Consultant Base Contract (AECOM)	\$781,327.79
AECOM Contract Amendment No. 1	\$174,392.52
Union Pacific Railroad Permit	\$1,010.00
PG&E (Deposit FO + Application for services)	\$26,000.00
Potholing (Marquez Pipelines)	\$66,050.00
Right-of-Way Services (AR/WS)	\$50,000.00
Staff Oversight & Project Management	\$277,042.58
Sub Total Design Cost	\$1,375,822.89
Construction Cost	
Teichert Construction Base Bid	\$12,390,631.79
Alternate # 1 (7th ST Parking Lot)	\$345,335.00
Construction Contingency (10%)	\$1,274,000.00
PG&E utility relocation cost (Amount subject to reimbursement by PG&E)	\$800,000.00
Construction Management (Ghirardelli Associates)	\$1,029,025.00
Cultural monitoring (AECOM Contract Amendment No. 2)	\$60,000.00
Materials Testing /Environmental Mitigation (Blackburn Consulting)	\$105,065.00
Staff Oversight & Project Management	\$151,668.00
AECOM Contract Amendment No. 3*	\$203,834.00
Blackburn Consulting Contract Amendment No. 1*	\$29,138.00
Sub Total Construction Cost	\$16,388,696.79
Total Project Cost	\$17,764,519.68

* Blackburn Consulting Contract Amendment No. 1 and AECOM Contract Amendment No. 3 and represent the complete budget appropriation request. AECOM's Contract Amendment approval is part of a separate council item on the same March 21, 2018, Council Agenda.

Table 2 – Project Appropriation Request

Budget Appropriation Request	
AECOM Contract Amendment No. 3	\$203,834.00
Blackburn Consulting Contract Amendment No. 1	\$29,138.00
Total Appropriation Request	\$232,972.00

Table 3 – Project Budget Funding

Project Funding Sources	Approved Budget Appropriation	Requested Budget Appropriation
AHSC Grant	\$4,100,000.00	N/A
Measure G – Appropriated	\$2,500,000.00	N/A
Sewer Impact Fees	\$1,500,000.00	N/A
ATP Grant	\$87,000.00	N/A
PG&E/AT&T Reimbursement	\$800,000.00	N/A
Sewer Capital Projects Funds (Sewer Bond Proceeds)	\$4,150,000.00	
Measure G – Additional	\$2,825,000.00	\$232,972.00
Water Capital Projects Fund	\$770,000.00	
Ziggurat Parking Fund	\$500,000.00	
Storm Drain Fund	\$300,000.00	
Total Fund Appropriations	\$17,532,000.00	\$232,972.00

ATTACHMENT(S)

1. Blackburn Consulting Contract Amendment No. 1

AMENDMENT NO. 1
to the
CONTRACT FOR SERVICES
between the
CITY OF WEST SACRAMENTO
And
BLACKBURN CONSULTING
Dated October 04, 2017

This Amendment No. 1 to the Contract for Services between the City of West Sacramento (City) and Blackburn Consulting (Consultant) dated October 04, 2017, is made and entered into this 21st day of March, 2018. Except as expressly amended herein, the October 4, 2017 Contract for Services is in full force and effect.

RECITALS

WHEREAS, the City and Consultant executed a contract for services dated October 4, 2017, for Consultant to provide materials testing, special inspections and environmental services for the Washington District Sustainable Community Infrastructure Project (WDSCIP), and;

WHEREAS, the City desires to amend the Consultant's Contract to add the scope of work identified in Exhibit "A" to this Amendment No. 1.

WHEREAS, the City desires to amend the Consultant's Contract to add the scope of work identified in Exhibit "B" to this Amendment No. 1.

WHEREAS, the City desires to amend the Consultant's Contract to add the scope of work identified in Exhibit "C" to this Amendment No. 1.

NOW, THEREFORE, IT IS MUTUALLY AGREED by parties hereto to amend said agreement as follows:

I. SCOPE OF SERVICES:

The Scope of Services as set forth in the Section 1.A of the Contract for Services dated October 4, 2017, shall be revised to reflect the following:

- a. Services set forth in Exhibit "A" dated November 21, 2017.
- b. Services set forth in Exhibit "B" dated January 08, 2018.
- c. Services set forth in Exhibit "C" dated February 13, 2018.

II. COMPENSATION:

The compensation as set forth in the Section 3.A of the Contract for Services dated October 4, 2017, shall be revised to increase the total not to exceed compensation by \$29,138.00 for the services set forth in Exhibit "A", "B" and "C" to the Amendment No. 1.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as the date herein set forth.

CITY OF WEST SACRAMENTO

By: _____
Christopher L. Cabaldon, Mayor

Blackburn Consulting

By: _____
Robert B. Lokteff, Principal

APPROVED AS TO FORM

By: _____
Jeffrey Mitchell, City Attorney

ATTEST:

By: _____
Kryss Rankin, City Clerk

West Sacramento Office:
2491 Boatman Ave. ▪ West Sacramento, CA 95691
(916) 375-8706 ▪ Fax (916) 375-8709



Main Auburn Office: (530) 887-1494
Fresno Office: (559) 438-8411

Geotechnical ▪ Geo-Environmental ▪ Construction Services ▪ Forensics

BCI File No 2776.P
November 21, 2017

Mr. Curtis Winchester
City of West Sacramento
1110 West Capitol Avenue, 1st Floor
West Sacramento, CA 95691

Subject: **Proposal for Consulting Services (Regulatory Compliance at Tower Court)**
Washington District Sustainable Community Infrastructure Project
West Sacramento, California

Dear Mr. Winchester,

Blackburn Consulting (BCI) presents this proposal to provide consulting services for coordination of regulatory requirements with the Department of Toxic Substance (DTSC) for the site located at 815 West Capitol Avenue (Tower Court). The proposed services are in support of the Washington District Sustainable Community Infrastructure Project located in West Sacramento, California. This proposal contains BCI's Scope of Services and Fee Estimate for the project.

PROJECT BACKGROUND

Tower Court is a 3.52-acre parcel owned by the Redevelopment Agency of the City of West Sacramento (City). Former on-site activities include auto repair, wrecking yard and a glass repair shop. A Phase II site assessment completed in July 2007 identified several lead-contaminated "hot spots" on the property. Environmental consultants Wallace-Kuhl and Associates, provided the Redevelopment Agency with a Removal Action Workplan (RAW) identifying remediation recommendations for the contamination at the site, including excavation and off-site disposal of the impacted soil. The City of West Sacramento entered into a Voluntary Cleanup Agreement with DTSC in 2009.

The project was delayed, and no remediation efforts have been implemented to date. Tower Court is planned for approximately 50,000 square feet (ft²) of construction impacts. Grading for a new parking lot will include impacts to approximately six to thirty-six (6"-36") inches below ground surface (bgs), and installation of underground utilities along 7th Street will result in impacts to approximately four to five (4'-5') feet bgs. The estimated quantity of surplus excavated soil that will be generated for disposal is 1,720 cubic yards.

The City requested BCI present a proposal for services to ensure regulatory requirements are met and that specifications for site operations include all tasks identified in the 2011 RAW.

SCOPE OF SERVICES

BCI has preliminarily reviewed available environmental documents for the Tower Court site and made initial contact with DTSC. Based on our initial review and experience with similar projects, we propose the following scope of services:

- Review existing environmental documents prepared for the Tower Court site. Documents include the Phase I Environmental Site Assessment, Phase II Environmental Site Assessment, Voluntary Cleanup Agreement, Oversight Agreement, and Remedial Action Workplan (RAW).
- Review existing Project Specifications including Lead Compliance Plan (LCP) and Health and Safety Plan (HSP) to determine if the plans meet the criteria for a LCP and HASP as described in the RAW.
- Identify any areas in the current project specifications that do not meet the criteria outlined in the RAW and will correct/modify and prepare updated documents.
- Meet with DTSC to determine oversight and review process and potential cost. Act as liaison between DTSC and the City throughout the regulatory process. Expedite the process as applicable.
- Prepare a report of our findings that summarizes the former and current regulatory status of Tower Court.

SCHEDULE/FEE

We will complete the proposed services within eight (8) weeks of receiving a fully executed contract, assuming timely availability of documents and regulatory agency response. BCI will complete the scope of services outlined above for a fee of \$6,614. An itemization of our fee is attached.

This proposal is a time and materials proposal and provides our best estimate to accomplish the stated scope. Since BCI has not been involved in preparation of technical documents and agreements required by the DTSC for remedial action work at the site, additional time may be required by BCI beyond that proposed to support successful closure. Thank you for including BCI on your team for this important project. Please call if you have questions or require additional information.

Sincerely,

BLACKBURN CONSULTING



Laura Long
Environmental Engineer

Attachment: Fee Itemization



Jason Paul, PG
Senior Project Manager

West Sacramento Office:
 2491 Boatman Ave.
 West Sacramento, CA 95691
 (916) 375-8706 • Fax: (916) 375-8709



Auburn Office: (530) 887-1494
 Fresno Office: (559) 438-8411

FEE ITEMIZATION FOR CONSULTING SERVICES - TOWER COURT
 Washington District Sustainable Community Infrastructure Project
 West Sacramento, CA

November 21, 2017

BCI File No. 2776.P

Task	Item	Quantity	Rate	Unit	Mult.	Item cost	Task Subtotal
815 West Capitol Avenue (Tower Court Property)							
	Senior Eng./Geol.	24	\$163	hour	1.	\$ 3,912	
	Project Engineer	8	\$136	hour	1.	\$ 1,088	
	Drafting	0.5	\$128	hour	1.	\$ 64	
	Project Assistant	0.5	\$99	hour	1.	\$ 50	
	Report Preparation	1	\$1,500	each	1.	\$ 1,500	
							\$ 6,614
Total Fee for Services							\$ 6,614

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Geotechnical ▪ Geo-Environmental ▪ Construction Services ▪ Forensics

BCI File No. 2776.X
January 8, 2018

Thanh Dickerson
West Sacramento DPW
1110 West Capitol Ave, 1st Floor
West Sacramento, CA 95691

Subject: **Proposal for Pipeline Asbestos Assessment**
Washington District Sustainable Community Infrastructure Project
CWO #: 15027
West Sacramento, California

Dear Mr. Dickerson,

Blackburn Consulting (BCI) prepared this Proposal for Pipeline Asbestos Assessment for the Washington District Sustainable Community Infrastructure Project located in West Sacramento, California. We understand that the City of West Sacramento (City), as part of CWO #: 15027, will expose existing pipe during on-going utility trenching. The Yolo County Air Quality District requires that the owner of pipes proposed for removal conduct adequate testing to determine the asbestos content of the pipes. Depending on the pipe material, further actions may be required.

This proposal defines our Scope of Services, Fee, Limitations and Schedule to complete a pipeline asbestos assessment for the project for the City of West Sacramento.

SCOPE OF SERVICES

We understand that various buried pipelines are located within the central portion and along the borders of the Tower Court property (815 West Capitol Avenue). The City requested BCI provide a fee for sampling and testing the pipelines for asbestos. The City will expose the pipelines prior to sampling.

We propose the following scope of services:

- Provide contact information (name, phone number and email) of the CalOSHA Certified Asbestos Consultant (Consultant) and assist the City in scheduling as needed.
- The Asbestos Consultant will obtain bulk samples directly from exposed pipelines.
- Bulk samples will be analyzed by atomic absorption spectroscopy (AAS).
- Review results report.
- Deliver results report to the City.

FEE

We will perform the scope of services outlined above for a fee of \$1,794. We will not exceed this fee without a change in scope authorized by you. An itemization of our fee is attached.

LIMITATIONS

This scope and fee assume that the City will provide all necessary access and encroachment agreements/permits and indemnifications related to access and performance of subsurface work, including approval for subsurface investigation.

SCHEDULE

We anticipate that verbal results will be available on the same day of sampling, if sampling occurs before noon. If sampling occurs after noon, the verbal results will be available the following morning. The final report from the Asbestos Consultant can be anticipated two (2) weeks from the sample date. This schedule assumes that any required right-of- entry is in place when the scope and fee are authorized and that the City of West Sacramento will coordinate directly with the Asbestos Consultant regarding scheduling of assessment.

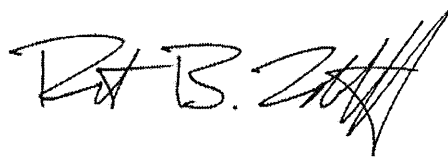
We appreciate the opportunity to present this proposal and look forward to working with you.

Sincerely,

BLACKBURN CONSULTING



Ryan Schmidt
Project Engineer



Robert Lokteff, PE, GE
Principal Engineer

Attachments: Fee Itemization

West Sacramento Office:
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West Sacramento, CA 95691 • (916) 375-8706



Main Auburn Office: (530) 887-1494
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Fee Itemization for Pipeline Assessment
Washington District Sustainable Community Infrastructure Project
West Sacramento, California

January 8, 2018

BCI No. 2776.X

Task	Item	Quantity	Rate	Unit	Mult.	Item cost	Task Subtotal
ASBESTOS ASSESSMENT (PIPELINES)							
	Certified Inspector	1	\$ 1,200	each	1.2	\$ 1,440	
	Sr. Proj. Manager	0.5	\$ 163	hour	1	\$ 81.50	
	Project Engineer II	2	\$ 136	hour	1	\$ 272	
							\$ 1,794

Total Fee for Pipeline Asbestos Assessment: \$ 1,794

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Geotechnical ▪ Geo-Environmental ▪ Construction Services ▪ Forensics

BCI File No. 2776.X
February 13, 2018

Thanh Dickerson
West Sacramento DPW
1110 West Capitol Ave, 1st Floor
West Sacramento, CA 95691

Subject: Proposal for Excavation Confirmation and Soil Stockpile Characterization Sampling, Tower Court
Washington District Sustainable Community Infrastructure Project
West Sacramento, California

Dear Mr. Dickerson,

Blackburn Consulting (BCI) presents this proposal for Excavation Confirmation and Soil Stockpile Characterization sampling in support of soil remediation at the Tower Court site, Washington District Sustainable Community Infrastructure Project located at 815 West Capitol Avenue, West Sacramento, California.

The City of West Sacramento (City) entered into a Voluntary Cleanup Agreement (VCA) dated January 9, 2018, with the Department of Toxic Substances Control (DTSC) for the remediation of the property identified as Tower Court, located at 815 West Capitol Avenue in West Sacramento, California. DTSC will oversee the cleanup of lead-contaminated soil from past operations at the Tower Court site (Site). Previous Site uses included a former automobile repair shop, a former automotive wrecking yard and a former automotive and residential glass repair shop. During investigations conducted in 1998, 1999, and 2007, sampling revealed concentrations of lead in the upper three feet of soil in six separate areas throughout the Site. DTSC approved a 2011 Removal Action Workplan (RAW) to remove the contaminated soil prior to planned redevelopment to protect future property occupants. Excavation and removal was selected because it protects human health and the environment, is permanent and has a reasonable cost.

Soil remediation at the Site will include removal, stockpiling, and disposal of contaminated material from six mitigation areas identified in the RAW and one mitigation area identified during a subsequent site investigation (BCI, 2017). The documented historical use of the Site and the identified contaminant of concern (lead) were used to determine the sampling plan objectives detailed below:

- Collect and analyze confirmation soil samples from the excavation areas within the mitigation areas. The approximate volume of contaminated material to be removed is approximately 2,150 cubic yards.
- Confirmation sample results will be used to verify contractor removal of impacted soil from the mitigation areas.
- The removed contaminated soil from the mitigation areas will be temporarily stockpiled (by mitigation area) on-site for subsequent characterization.
- Soil characterization samples from the excavated stockpiled material will be used to evaluate disposal options for the soil.

The City requested BCI present a proposal for services to comply with tasks identified in the attached Section 9, “Sampling and Analysis Plan” of the RAW. BCI presents the following scope of services, fee, and schedule.

SCOPE OF SERVICES

1. EXCAVATION CONFIRMATION SAMPLING

Following excavation activities, grab samples will be collected from the excavation floors and sidewalls to verify that the removal action has achieved soil clean up concentration objectives. Confirmation sampling strategy will be based on a frequency of approximately one sample per 25-foot square grid for the excavation floor and one sample per 50-foot perimeter along the sidewalls. Additional confirmation sampling will be implemented as needed. Confirmation soil samples will be compared to the Remedial Action Objectives (RAOs) on a dry-weight basis. Analytical results from confirmation samples exceeding RAOs may result in additional excavation and confirmation sampling.

BCI will:

- Coordinate with the City to schedule sampling.
- Notify DTSC two days prior to all field sampling activities.
- Document BCI field activities with photographs and in a written logbook.
- Obtain a maximum of sixty-three (63) samples from the excavation sidewalls and forty-two (42) samples from the excavation floors at six mitigation areas as identified in the attached SAP and one mitigation area identified in the 2017 Soil Sampling (BCI 2017).
- Collect soil samples by one of two methods described in detail in the attached SAP using hand auger or slide-hammer sampling equipment.
- Sterilize sampling equipment between each sample location with Alconox solution and distilled water rinses.
- Label samples, place them in a cooled ice chest, and deliver them to a California ELAP certified analytical laboratory under continuous chain-of-custody documentation.
- Analyze each sample for Total Lead by EPA Method 6010.
- Laboratory quality assurance/quality control (QA/QC) will consist of method blanks and spike samples. A Laboratory Quality Control analysis will be completed from surplus soil from one sample collected from each seven mitigation areas.

2. SOIL STOCKPILE CHARACTERIZATION SAMPLING

Stockpile characterization samples will be collected as required by the designated landfill destination to determine classifications for waste management. Analyses will likely include a waste extraction test (WET) for determination of the soluble threshold limit concentration (STLC) for lead. Samples will be delivered to the analytical laboratory on the same day as collected, if time permits, and no later than the day following collection. An estimated 2,105 cubic yards of soil will be excavated and stockpiled on the property. The following sampling methodology is based on one sample per 200 cubic yards of soil.

BCI will:

- Coordinate with the City to schedule sampling date and time.
- Notify DTSC two days prior to all field sampling activities.
- Document all field activities with photographs and in a written logbook.
- Prepare a written sampling diagram of each mitigation area stockpile dimensions and sampling locations.
- Obtain a maximum of fifteen (15) composite samples from the soil stockpiles using a hand trowel, hand auger, and/or slide-hammer sampling equipment. Soil will be stockpiled according to mitigation area. Sample depth and locations will vary depending on the dimensions of the stockpiles.
- Four discrete samples will be collected for each one composite sample.
- The analytical laboratory will composite the four (4) discrete samples into one composite.
 - Mitigation Area 1 – Collect sixteen discrete samples (four 4-point composite soil samples)
 - Mitigation Area 2 – Collect eight discrete samples (two 4-point composite soil samples)
 - Mitigation Area 3 – Collect eight discrete samples (two 4-point composite soil samples)
 - Mitigation Area 4 – Collect twelve discrete samples (three 4-point composite soil samples)
 - Mitigation Area 5 – Collect four discrete samples (one 4-point composite soil sample)
 - Mitigation Area 6 – Collect four discrete samples (one 4-point composite stockpile soil sample)
 - Mitigation Area 7 – Collect eight discrete samples (two 4-point composite stockpile soil samples)
- Collect soil samples by one of two methods described in detail in the attached SAP using hand auger or slide-hammer sampling equipment.
- Sampling equipment will be sterilized between each sample location with Alconox solution and distilled water rinses.
- Label samples, place them in a cooled ice chest, and deliver them to a California ELAP certified analytical laboratory under continuous chain-of-custody documentation.

- Each composite sample will be analyzed for Total Lead by EPA Method 6010B and Soluble Lead using the WET Method.
- Laboratory quality assurance/quality control (QA/QC) will consist of method blanks and spike samples.
- Provide laboratory results and soil characterizations to the contractor and/or receiving landfill for waste classification.

3. REPORT OF FINDINGS

BCI will prepare a Report of Findings to be submitted to DTSC. The report will contain the following:

- Project background and history
- Analytical results
- Site plan showing locations of the soil samples
- Site photographs
- Logs of the soil borings describing soil types
- Logbook notations of daily activities
- Description of methods used
- Findings, conclusions and recommendations

FEE & SCHEDULE

The Scope of Services will be performed for a fee of \$20,730. A breakdown of the fees can be found in the attached Fee Itemization. The proposed scope of services will be completed within ten weeks of official Notice to Proceed (NTP).

Thank you for including BCI on your team for this important project. Please call if you have questions or require additional information.

Sincerely,

BLACKBURN CONSULTING



Laura Long
Environmental Engineer



Jason Paul
Project Manager

Attachment: Fee Itemization

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Fee Estimate Tower Court Stockpile and Confirmation Sampling
 Washington District Sustainable Community Infrastructure Project

February 9, 2018

BCI #2776.X

Task	Item	Quantity	Rate	Unit	Mult.	Item cost	Task Subtotal
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CONFIRMATION SAMPLING

Coordination and Planning

Senior Eng./Geol.	4	\$ 163	hour	1	\$	652	
Project Engineer	4	\$ 136	hour	1	\$	544	
Project Assistant	1	\$ 99	hour	1	\$	99	
CAD/GIS	0.5	\$ 128	hour	1	\$	64	
							\$ 1,359

Field Preparation and Sample Collection

Senior Eng./Geol.	4	\$ 163	hour	1	\$	652	
Project Engineer	40	\$ 136	hour	1	\$	5,440	
Hand Sample Equip.	4	\$ 200	day	1	\$	800	
Total Lead (6010B)	110	\$ 12	test	1.2	\$	1,584	
							\$ 8,476

Total Fee for Confirmation Sampling: \$ 9,835

STOCKPILE SAMPLING

Coordination and Planning

Senior Eng./Geol.	4	\$ 163	hour	1	\$	652	
Project Engineer	4	\$ 136	hour	1	\$	544	
Project Assistant	1	\$ 99	hour	1	\$	99	
CAD/GIS	0.5	\$ 128	hour	1	\$	64	
							\$ 1,359

Field Preparation and Sample Collection

Senior Eng./Geol.	4	\$ 163	hour	1	\$	652	
Project Engineer	12	\$ 136	hour	1	\$	1,632	
Hand Sample Equip.	1	\$ 200	day	1	\$	200	
Total Lead (6010B)	15	\$ 12	test	1.2	\$	216	
Soluble Lead (WET)	15	\$ 62	test	1.2	\$	1,116	
							\$ 3,816

Coordination with Landfill

Senior Eng./Geol.	2	\$ 163	hour	1	\$	326	
Project Engineer	2	\$ 136	hour	1	\$	272	
							\$ 598

Total Fee for Stockpile Sampling: \$ 5,175

CLOSURE REPORT

Report Preparation

Senior Eng./Geol.	6	\$ 190	hour	1	\$	1,140	
Project Engineer	28	\$ 135	hour	1	\$	3,780	
Project Assistant	4	\$ 90	hour	1	\$	360	
CAD/GIS	4	\$ 110	hour	1	\$	440	

Total Fee for Closure Report: \$ 5,720

TOTAL FEE: \$ 20,730

MEETING DATE: March 21, 2018

ITEM # 9

SUBJECT:

CONSIDERATION OF RESOLUTION 18-22 APPROVING THE SEWER SYSTEM MANAGEMENT PLAN UPDATE

INITIATED OR REQUESTED BY:

Council Staff
 Other

REPORT COORDINATED OR PREPARED BY:

William Roberts, Operations Manager


 Denix Anbiah, Director
 Public Works Department

ATTACHMENT Yes No Information Direction Action

OBJECTIVE

The purpose of this report is to seek City Council approval of the Sewer System Management Plan (SSMP) update.

RECOMMENDED ACTION

Staff respectfully recommends that the City Council adopt Resolution 18-22 approving the Sewer System Management Plan Update (SSMP).

BACKGROUND

On May 2, 2006, the California State Water Resources Control Board (SWRCB) adopted Statewide General Waste Discharge Requirements (WDRs) Order No. 2006-0003 for all publicly-owned sanitary sewer collection systems. The intent of the State WDRs is to uniformly collect information on the causes and sources of sanitary sewer overflows to determine the full impact on public health and the environment and to provide a primary regulatory mechanism for sanitary sewer systems statewide to prevent sewer system overflows (SSOs). An SSO occurs when sewage backs up onto a public right of way and/or private property because sewer lines are blocked, clogged, or otherwise obstructed. The State WDRs require publicly owned collection systems to prevent SSOs, comply with reporting requirements, and implement a Sewer System Management Plan. The Monitoring and Reporting Program (MRP) requirements of the State WDRs were amended in February 2008, and in September 2013. The MRP amendments include specified SSO notification, reporting, and record keeping requirements, and address compliance and enforceability of the MRP.

West Sacramento provides sanitary sewer services for all residential, commercial and industrial developments within its City limits. The sanitary sewer collection and treatment facilities were formerly owned and operated by the East Yolo Community Service District (EYCSO), while sewer services were provided by the West Sacramento Sanitary District until the City's incorporation in 1987. In 2007, the Lower Northwest Interceptor (LNWI) pipeline project constructed by Sacramento Regional County Sanitation District (SRCSD) was completed, at which time the City joined SRCSD and connected its sewer collection system. After connection to the LNWI the City's wastewater treatment plant was deactivated.

West Sacramento's sanitary sewer system consists of a network of pipelines, lift stations, and the Sacramento County regional wastewater treatment plant. Some areas of West Sacramento, including rural portions of the Southport area, remain without sanitary sewer service.

The collection system consists of collector lines, main interceptor lines, sewage lift stations and force main lines. The collector lines typically range in diameter from six to eight inches. Wastewater is conveyed by gravity flow in the collector lines to the main interceptor lines. The main interceptor lines generally consist of pipes that are 10 inches and larger in diameter. The interceptors convey the wastewater under gravity flow conditions to the lift stations which in turn pump the wastewater through 6- to 27-inch diameter force main lines. There are 14 sewer lift stations currently in operation. The force main lines vary in type of material, including asbestos, cement, steel, and cast iron.

The City collection system connected to the Lower Northwest Interceptor (LNWI) pipeline of the Sacramento County Regional Sewer System in 2007. The connection occurs at a transfer facility next to the Parlin Ranch subdivision in Southport, just south of Linden Road and adjacent to the Clarksburg Branch Line Trail. The

LNWI includes additional provisions for gravity connections for future development south of Linden Road. Sewer flows are then conveyed by a gravity line to a pump station just south of the City limits where they are then pumped under the Sacramento River in a force main to the main treatment plant of SRCSD, just north of Elk Grove. The plant provides advanced secondary treatment of effluent before discharging to the Sacramento River just north of Freeport.

The current City Sewer System Management Plan was last updated in 2009. As the sewer system owner and operator, the City is required to have an updated SSMP in place.

ANALYSIS

The goal of the Sewer System Management Plan update is to provide a guiding document to properly manage, operate, and maintain all parts of the sanitary sewer system. This will help reduce and prevent sanitary sewer overflows as well as mitigate any SSOs that do occur within the City service area. Goals are an important aspect of an SSMP because they provide focus for agency staff to continue good work and/or to implement improvements in management of the wastewater collection system. SSMP goals may also reflect performance, safety, levels of service, resource use, and other considerations. A good SSMP preventive maintenance program is one component in keeping a system in good repair and preventing excessive infiltration/inflow (I/I), service interruptions, and system failures, which can result in Sanitary Sewer Overflow (SSO). A preventive maintenance program can also help in protecting the capital investment in the collection system.

Strategic Plan Integration

An updated Sewer System Management Plan is consistent with the Council adopted Mission of providing Quality Municipal Services, Quality City Infrastructure and Facilities in support of City Government that is Financially Sound making West Sacramento a Vibrant City where you can Live, Work and Play.

As the overall management document for the sewer collection system, the SSMP also supports the following strategic goals included in the City of West Sacramento Department of Public Works Strategic Plan:

- Build and maintain public confidence and understanding through communication, delivery of quality services, responsive customer service and compliance with environmental regulations;
- Deliver reliable service through proactively monitoring and maintaining our assets and reducing system vulnerability;
- Plan for current and future generations by protecting, preserving and enhancing water resources, the environment, and the community;
- Develop and retain a competent, collaborative and adaptable workforce in an organization that demands accountability and innovation, and ensures cost-effective operations; and
- Maintain a sustainable financial structure that responsibly invests in infrastructure, ensures full cost recovery and appropriate reserves, and optimizes financial resources.

Environmental Considerations

This action is not a project that is subject to CEQA because it is not an activity that may cause either a direct or reasonably foreseeable indirect physical change in the environment. (Pub. Resources Code, § 21065; CEQA Guidelines §§ 15060(c), 15378(a).)

Commission Recommendation

The Draft Sewer System Management Plan (SSMP) was presented to the Environment and Utilities Commission (EU) on October 9, 2017. Commissioners had questions and provided feedback related to progress tracking implementing of the SSMP plan.

Alternatives

The Council may choose not to adopt Resolution 18-22, or direct staff to modify the SSMP.

Coordination and Review

This report was prepared in coordination with the Engineering, Environmental Services and Operations and Maintenance staff of the Public Works Department.

Budget/Cost Impact

The cost associated with implementation of the SSMP is incorporated into the regular City biennial budget process.

ATTACHMENT(S)

- 1) Resolution 18-22
- 2) Sewer System Management Plan

RESOLUTION 18-22

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF WEST SACRAMENTO APPROVING THE CITY'S
SEWER SYSTEM MANAGEMENT PLAN**

WHEREAS, the California State Water Resources Control Board (SWRCB) has adopted Statewide General Water Discharge Requirements Order No. 2006-0003 (Order) for all publicly owned sanitary sewer collection systems; and

WHEREAS, the WDRs require that all publicly owned collection systems greater than one mile in length take all feasible steps to prevent Sanitary Sewer Overflows (SSO's), develop a Sewer System Management Plan (SSMP), and comply with reporting requirements; and

WHEREAS, the City of West Sacramento is subject to the requirements of the Order; and

WHEREAS, the Order requires that the agency's governing board approve the SSMP at a public meeting; and

WHEREAS, the City Council adopted Resolution 09-53 approving the City's original Sewer System Management Plan; and

WHEREAS, the Order requires that the City update its SSMP; and

WHEREAS, all reports required by the Order shall be signed and certified by a person designated by the City as a ranking elected official, or by a duly authorized person of that person.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of West Sacramento does hereby:

1. Approve the Sewer System Management Plan Update.
2. Authorize the City Manager, or his or her designee, to sign and certify all reports required by the Order.

PASSED AND ADOPTED by the City Council of the City of West Sacramento this 21st day of March, 2018 by the following vote:

AYES:
NOES:
ABSENT:

Christopher L. Cabaldon, Mayor

ATTEST:

Kryss Rankin, City Clerk

City of West Sacramento 2017 Sewer System Management Plan Update



Prepared for

City of West Sacramento

January 2018

WEST YOST

ASSOCIATES
Consulting Engineers

040-06-14-25

 *This report printed on 50% post-consumer paper*

WEST YOST ASSOCIATES
consulting engineers

W A T E R W A S T E W A T E R S T O R M W A T E R

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2017 Sewer System Management Plan Update

Prepared for

City of West Sacramento

Project No. 040-06-14-25

WDID 5SSO11082

SSMP Adoption Date: _____

Original SSMP Adoption Date: _____, Council Resolution Number: _____

Lani Good, Principal Engineer

Date

QA/QC Review: [Name/Title]

Date

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WEST YOST ASSOCIATES



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List of Definitions, Acronyms, and Abbreviations

BMP	Best Management Practice <i>Refers to the procedures employed in commercial kitchens to minimize the quantity of grease that is discharged to the sanitary sewer system. Examples include scraping food scraps into a garbage can and dry wiping dishes and utensils prior to washing.</i>
Building Lateral	<i>see Private Sewer Lateral</i>
CalOES	California Office of Emergency Services
CCTV	Closed-Circuit Television <i>Refers to the process and equipment that is used to internally inspect the condition of gravity sewers.</i>
CIP	Capital Improvement Program <i>Refers to the document that identifies future capital improvements to the City's sanitary sewer system.</i>
City	City of West Sacramento
CIWQS	California Integrated Water Quality System <i>Refers to the State Water Resources Control Board online electronic reporting system that is used to report SSOs, certify completion of the SSMP, and provide information on the sanitary sewer system.</i>
CMMS	Computerized Maintenance Management System <i>Refers to the computerized maintenance management system that is used by the City to plan, dispatch, and record the work on its sanitary sewer system.</i>
Collection System	<i>Refers to the system of pipes or sewer lines used to convey wastewater to a treatment facility.</i>
CWEA	California Water Environment Association
CY	Calendar Year
DIP	Ductile Iron Pipe
DS	Data Submitters
FOG	Fats, Oils, and Grease <i>Refers to fats, oils, and grease typically associated with food preparation and cooking activities that can cause blockages in the sanitary sewer system.</i>
FY	Fiscal Year <i>Refers to the 12-month periods beginning July 1st and ending June 30th.</i>
FSE	Food Service Establishment <i>Refers to commercial or industrial facilities where food is handled/prepared/served that discharge to the sanitary sewer system.</i>
GWDR or WDR	General Waste Discharge Requirements

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	<i>Refers to the State Water Resources Control Board Order No. 2006-0003-DWQ, Statewide General Waste Discharge Requirements for Sanitary Sewer Systems, dated May 2, 2006.</i>
GIS	Geographical Information System <i>Refers to the City's system that is used to capture, store, analyze, and manage geospatial data associated with the City's sanitary sewer system assets.</i>
GRD	Grease Removal Device <i>Refers to grease traps and grease interceptors that are installed to remove FOG from the wastewater flow at food service establishments.</i>
Greenbook	The "Greenbook": Standard Specification for Public Works Construction <i>Refers 2015 or most current version</i>
I/I	Infiltration and Inflow <i>Refers to water that enters the sanitary sewer system from storm water and groundwater. Infiltration enters through defects in the sanitary sewer system after flowing through the soil. Inflow enters the sanitary sewer without flowing through the soil. Typical points of inflow are holes in manhole lids and direct connections to the sanitary sewer (e.g. storm drains, area drains, and roof leaders).</i>
Lateral	<i>Refers to the piping that extends from the end of the building drain to the public sewer which includes the connection to the public sewer.</i>
LNWI	Lower Northwest Interceptor <i>Refers to the 120-inch diameter gravity pipeline at the point of the City's connection that conveys all flows from the City's collection system to the WWTP.</i>
LRO	Legally Responsible Official <i>Refers to person(s) formally designated by an agency to be responsible for formal reporting and certifying of all reports submitted to the CIWQS.</i>
LS	Lift Station – <i>see Pump Station</i>
MH	Manhole <i>Refers to an engineered structure that is intended to provide access to a sanitary sewer for maintenance and inspection.</i>
Mainline Sewer	<i>Refers to City wastewater collection system piping that is not a private lateral connection to a user.</i>
Maintenance Hole	<i>see Manhole</i>
MMPM	Monitoring, Measurement, and Plan Modifications
MRP	Monitoring and Reporting Program <i>Refers to State Water Resources Control Board Executive Order WQ 2013-0058-EXEC effective September 9, 2013.</i>
Notification of an SSO	<i>Refers to the time at which the City becomes aware of an SSO event through observation or notification by the public or other source.</i>

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OES	Office of Emergency Services, State of California
O&M	Operations and Maintenance
PACP	Pipeline Assessment and Certification Program <i>Refers to the NASSCO certification program that is used for the evaluation and condition assessment of sewer lines and appurtenances from closed circuit televising of the lines and appurtenances.</i>
PM	Preventive Maintenance <i>Refers to maintenance activities intended to prevent failures of the sanitary sewer system facilities (e.g. cleaning, CCTV, repair, etc.).</i>
PLSD	Private Lateral Sewage Discharges <i>Refers to sewage discharges that are caused by blockages or other problems within a privately owned lateral, collection system, or other private sewer assets that are tributary to the City's collection system.</i>
Private Sewer Lateral	<i>Refers to the portion of a private property's building sewer as defined by the plumbing code.</i>
Property Damage Overflow	<i>Refers to a sewer overflow or backup that damages a property owner's premises.</i>
PS	Pump Station <i>Refers to a facility that transmits and lifts sewage into the City gravity sanitary sewer collection system</i>
PVC	Polyvinylchloride Pipe
PW	Public Works
CVRWQCB	Central Valley Regional Water Quality Control Board
Backup	Sanitary Sewer Backup <i>Refers to a wastewater backup into a building and/or on private property caused by blockages or flow conditions within the publicly owned portion of a sanitary sewer system.</i>
SSO	Sanitary Sewer Overflow <i>Refers to any overflow, spill, release, discharge or diversion of untreated or partially treated wastewater from a sanitary sewer system. SSOs include:</i> <i>(a) Overflows or releases of untreated or partially treated wastewater that reach waters of the United States;</i> <i>(b) Overflows or releases of untreated or partially treated wastewater that do not reach waters of the United States; and</i> <i>(c) Wastewater backups into buildings and on private property that are caused by blockages or flow conditions within the publicly owned portion of a sanitary sewer system.</i>
SSO Category 1	<i>Refers to a discharge of untreated or partially treated wastewater of any volume resulting from a sanitary sewer system failure or flow condition that either:</i>

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	<ul style="list-style-type: none"> • Reaches surface water and/or drainage channel tributary to a surface water; or • Reaches a Municipal Separate Storm Sewer System (MS4) and is not fully captured and returned to the sanitary sewer system or otherwise captured and disposed of properly.
SSO Category 2	<p>Refers to a discharge of untreated or partially treated wastewater greater than or equal to 1,000 gallons resulting from a sanitary sewer system failure or flow condition that either:</p> <ul style="list-style-type: none"> • Does not reach surface water, a drainage channel, or an MS4, or • The entire SSO discharges to the storm drain system and is fully recovered and disposed of properly.
SSO Category 3	<p>Refers to discharges of untreated or partially treated wastewater of a volume less than 1,000 gallons resulting from a sanitary sewer system failure or flow condition that does not reach surface water.</p>
Sanitary Sewer System or Sewer System	<p>Refers to the sanitary sewer facilities that are owned and operated by the City of West Sacramento.</p>
Satellite Agency	<p>Refers to a service area of another government agency that discharges sewage to the City of West Sacramento collection system and depending upon size of the collection system be enrolled under the waste discharge regulations.</p>
SSMP	Sewer System Management Plan
SSORP	Sanitary Sewer Overflow Response Plan
SOP	Standard Operating Procedures
	<p>Refers to written procedures that pertain to specific activities employed in the operation and maintenance of the Sanitary Sewer System.</p>
Standard Specifications	See "Greenbook" above.
SWRCB	<p>State Water Resources Control Board</p> <p>Refers to the California Environmental Protection Agency, State Water Resources Control Board.</p> <p>Note: The State Board is a separate entity from the Central Valley Regional Water Quality Control Board, although the two agencies are closely connected.</p>
SCADA	<p>Supervisory Control and Data Acquisition</p> <p>Refers to the system that is employed by the City to monitor the performance of its lift stations and to notify the operating staff when there is an alarm condition that requires attention.</p>
SECAP	System Evaluation and Capacity Assurance Plan
Water of the State	<p>Refers to "any surface water or groundwater, including saline waters, within the boundaries of the state." (California Water Code § 13050(e)).</p>
WQMP	Water Quality Monitoring Plan

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	<i>Refers to the plan required by the SWRCB for the monitoring and testing of SSOs greater than 50,000 gallons reaching waters of the State or of the United States as defined in the WDR.</i>
WWTP	Wastewater Treatment Plant <i>Refers to the Sacramento Regional Wastewater Treatment Plant operated by Sacramento Regional County Sanitation District, which provides treatment for the Cities of Sacramento, Folsom, and West Sacramento, the communities of Courtland and Walnut Grove, and the Sacramento Area Sewer District.</i>

DRAFT

EXECUTIVE SUMMARY

ES.1 INTRODUCTION

This section provides an introduction to the Sewer System Management Plan (SSMP) and the City of West Sacramento (City) sanitary sewer system facilities.

ES.2 SEWER SYSTEM MANAGEMENT PLAN

This SSMP has been prepared by the City's Public Works Department with the assistance of West Yost Associates (West Yost). It describes the City's policies for managing its collection system.

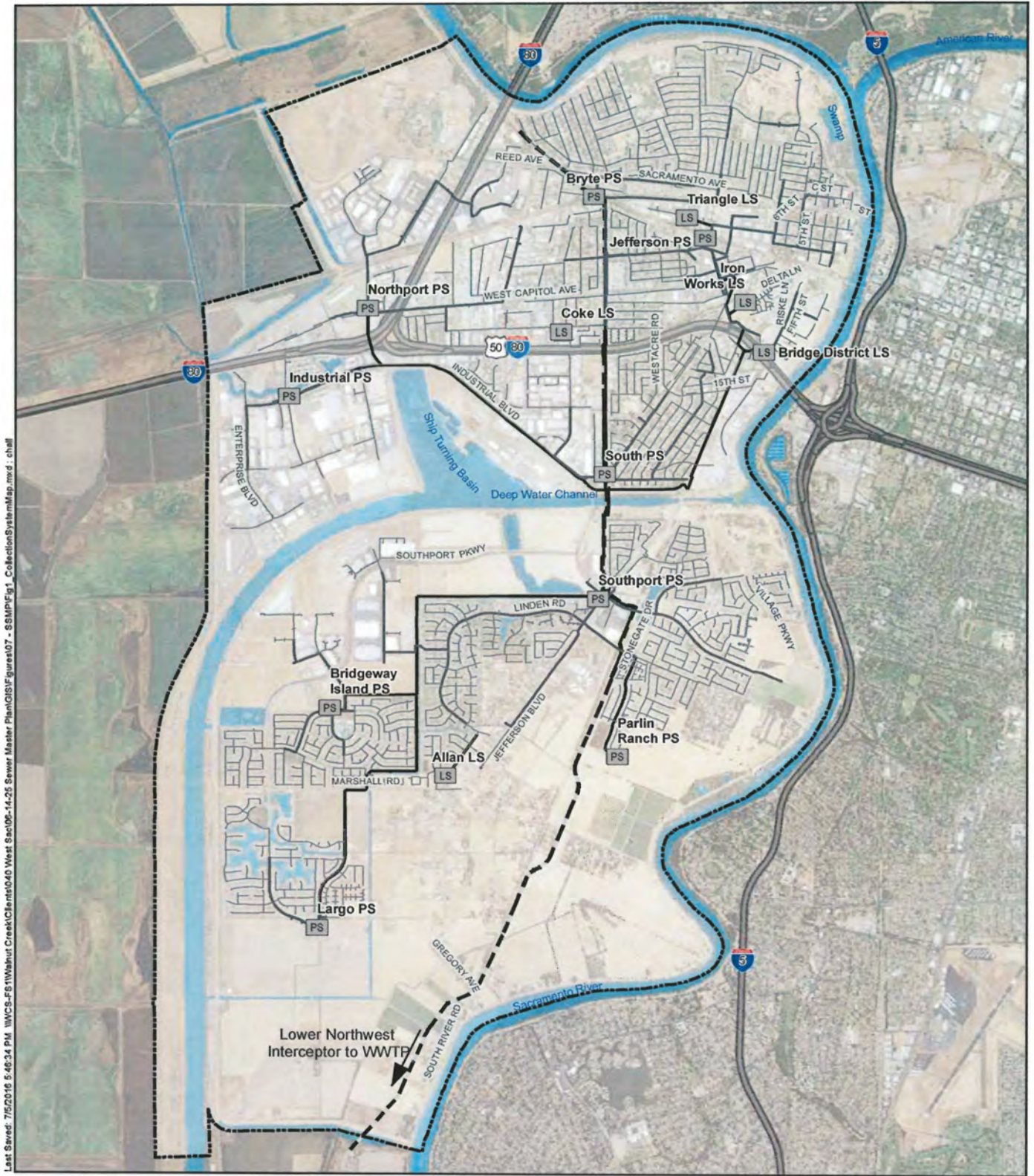
The State Water Resources Control Board (SWRCB) has issued statewide waste discharge requirements for sanitary sewer systems, which include requirements for development of an SSMP. The SWRCB requirements are outlined in Order No. 2006-0003-DWQ, Statewide General Waste Discharge Requirements for Sanitary Sewer Systems (GWDR), dated May 2, 2006, and Order No. WQ-2008-0002-EXEC, dated February 20, 2008, which was amended by Order No. 2013-0058-EXEC, effective September 9, 2013, which amended the Monitoring and Reporting Program (MRP) for GWDR. This permit requires agencies to self-audit their SSMP every two years and update their SSMP every 5 years from the original adoption date by the agency's governing board. This SSMP is intended to update the City's existing SSMP, in continued compliance with the GWDR.

The structure (section numbering and nomenclature) of this SSMP follows the above referenced GWDR and MRP. This SSMP is organized by the SWRCB outline of elements and contains language taken from the GWDR as at that beginning of each element. The GWDR uses the term "Enrollee" to mean each individual municipal wastewater agency that has completed and submitted the required application for coverage under the WDR (in this case, the Enrollee is the City). The City's waste discharger identification number in the California Integrated Water Quality System (CIWQS) is 5SSO11082.

ES.3 SANITARY SEWER SYSTEM FACILITIES

The City of West Sacramento encompasses a total area of 14,722 acres, or approximately 23 square miles. Of this area, approximately 1.4 square miles are covered by water. The City is situated in Yolo County, California. The City is bounded to the north and east by the City of Sacramento, from which it is separated by the Sacramento River, which is the County line. It is bounded to the west by the Yolo Bypass Wildlife Area and to the south by unincorporated agricultural land. The existing wastewater collection system service area includes all areas within the City's limits, with the exception of a small rural residential area in the southeastern portion of the City that is currently on septic systems but that will ultimately be served by the collection system. The City and wastewater service area are shown on Figure ES-1.

The City's existing wastewater collection system is comprised of approximately 160 miles of active gravity sewer pipelines with sizes ranging from 4 to 30 inches in diameter, 22 miles of pressure pipelines, 9 pump stations, and 5 lift stations. The City's wastewater is treated at the Sacramento Regional Wastewater Treatment Plant (WWTP), located southeast of the City near The City of Elk Grove. The Lower Northwest Interceptor (LNWI), a 120-inch diameter gravity pipeline at the point of the City's connection, conveys all flows from the City's collection system to the WWTP.



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Symbology

- City Boundary
- Pump Stations & Lift Stations
- Force Main
- Lower Northwest Interceptor
- Gravity Trunk (≥12-inches)
- Gravity Collector (≤ 10-inches)

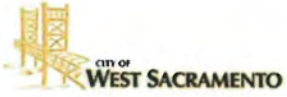
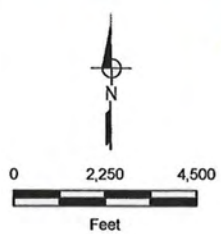


Figure ES-1
Collection System Map
 City of West Sacramento
 Sewer System Management Plan

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EXECUTIVE SUMMARY

ES.4 REFERENCES

State Water Resources Control Board Order No. 2006-0003-DWQ, Statewide General Waste Discharge Requirements for Sanitary Sewer Systems, California State Water Resources Control Board, May 2, 2006.

State Water Resources Control Board Order No. 2013-0058-EXEC, Amending Monitoring and Reporting Program For Statewide General Waste Discharge Requirements for Sanitary Sewer Systems, September 9, 2013.

City of West Sacramento Geographic Information System (GIS) database, August 2014.

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CHAPTER 1

Element I: Goals



State Resources Water Control Board (SWRCB) Waste Discharge Requirement:

The goal of the Sewer System Management Plan (SSMP) is to provide a plan and schedule to properly manage, operate, and maintain all parts of the sanitary sewer system. This will help reduce and prevent Sanitary Sewer Overflows (SSOs), as well as mitigate any SSOs that do occur.

1.1 SSMP GOALS

The goal of the City of West Sacramento (City) SSMP is:

- To provide a plan and schedule to continue to properly manage, operate, and maintain all parts of the sanitary sewer system; and
- To reduce and prevent SSOs, as well as mitigate any SSOs that do occur.

Specific goals include (from the *Guide for Developing and Updating SSMPs*):

- Properly manage, operate, and maintain all portions of the Enrollee's wastewater collection system to minimize SSOs;
- Provide adequate capacity to convey peak wastewater flows associated with the design storm event;
- Prevent or minimize the frequency of SSOs;
- Reduce the number of SSOs and achieve the greatest reasonable reduction in SSOs;
- Eliminate or minimize preventable SSOs;
- Minimize and mitigate the adverse impacts of SSOs that may occur despite best efforts;
- Meet all applicable regulatory notification and reporting requirements;
- Measure progress through performance measures so the plan can be adjusted as needed;
- Protect public health and safety, and the environment;
- Prevent unnecessary property damage;
- Provide a safe work environment for employees and contractors;
- Effectively identify and remedy design, construction, and operational deficiencies;
- Perform all operation and maintenance activities in a safe manner;
- Prevent adverse impacts to surface waters and their beneficial uses;
- Ensure corrective action is taken in a timely manner;
- Ensure compliance with current regulatory requirements;
- Document and define procedures to address SSO prevention and response;

CHAPTER 1

Element I: Goals



- Prepare for emergencies;
- Be a part of the community and be a responsive public agency;
- Involve employees in the strategic planning process for the collection system;
- Effectively plan system expansion to meet the capacity needs of the Enrollee;
- Set high, yet achievable standards for the construction of new infrastructure;
- Cost effectively minimize infiltration/ inflow (“I/I”);
- Maintain and improve the condition and performance of the Enrollee’s wastewater collection system;
- Understand the condition of and maintain infrastructure to maximize the life of the collection system;
- Properly operate and maintain the collection system to minimize financial impacts on customers;
- Adhere to the components of the SSMP;
- Be available and responsive to the needs of the public and work cooperatively with local, state, and federal agencies to reduce, mitigate the impacts of, and properly report SSOs;
- Identify, prioritize, and continuously renew and replace sewer system facilities to maintain reliability;
- Implement regular, proactive maintenance of the system to remove roots, debris, and FOG in areas prone to blockages that may cause sewer backups or SSOs; and
- Uphold high standards and specifications on newly constructed and/or rehabilitated public and private sewers.

CHAPTER 2

Element II: Organization



SWRCB Waste Discharge Requirement:

The SSMP must identify:

- a. The name of the responsible or authorized representative as described in Section J of this Order (WDR).
- b. The names and telephone numbers for management, administrative, and maintenance positions responsible for implementing specific measures in the SSMP program. The SSMP must identify lines of authority through an organization chart or similar document with a narrative explanation; and
- c. The chain of communication for reporting SSOs, from receipt of a complaint or other information, including the person responsible for reporting SSOs to the State and Regional Water Board and other agencies if applicable (such as County Health Officer, County Environmental Health Agency, Regional Water Board, and/or State Office of Emergency Services (Cal OES)).

2.1 ORGANIZATIONAL STRUCTURE

The organization chart for the management, operation, and maintenance of the City's wastewater collection system is shown on Figure 2-1.

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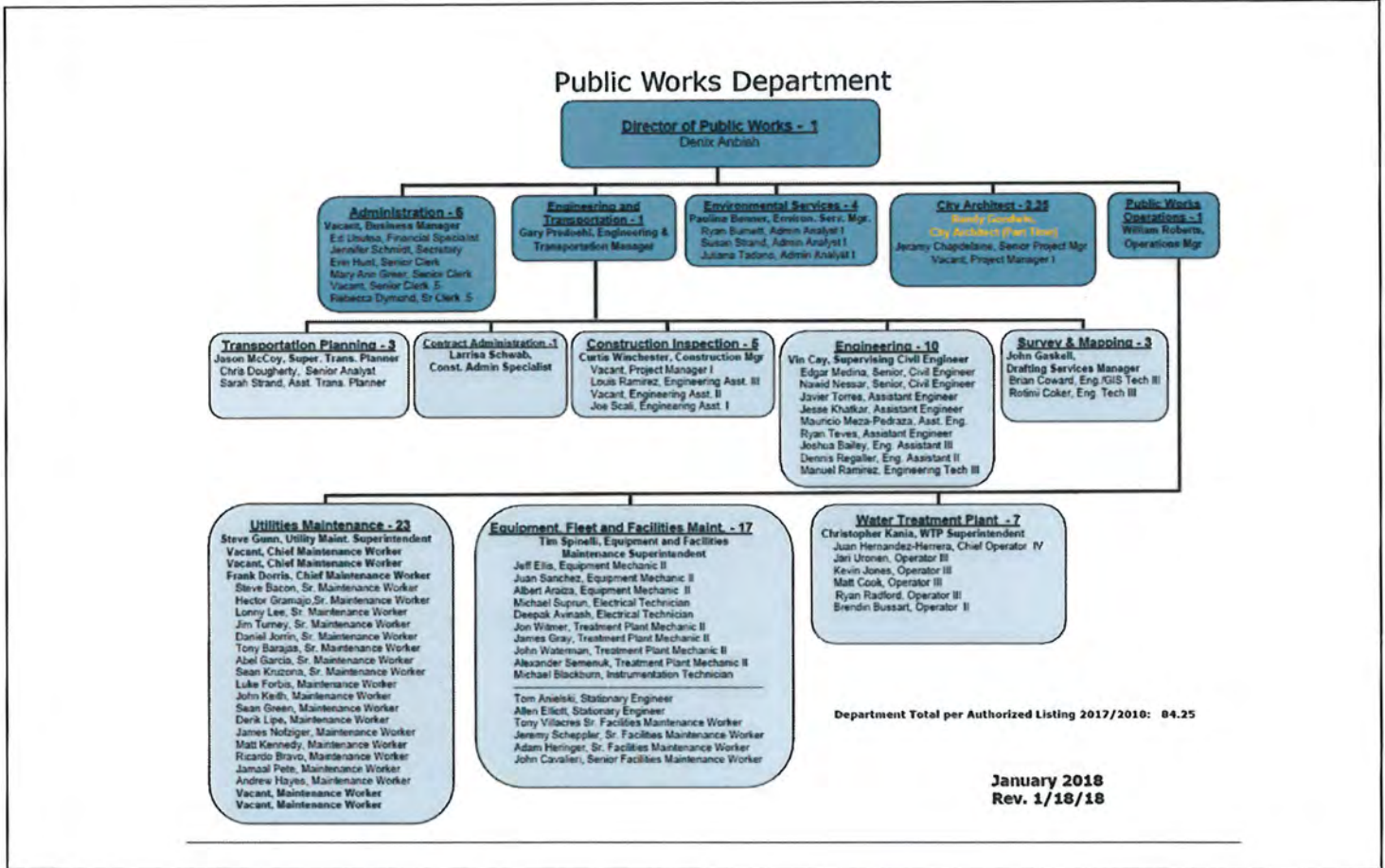


Figure 2-1
Department of Public Works
Organizational Chart

City of West Sacramento
Sewer System Management Plan

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CHAPTER 2

Element II: Organization

2.2 AUTHORIZED REPRESENTATIVES

The City's Legally Responsible Officials (LRO) and Data Submitters (DS) for wastewater collection system matters are identified in Table 2-1 along with their roles and responsibilities for the collection system operations. Data Submitters are authorized to submit electronic and written spill reports. Legally Responsible Officials are individuals authorized to enter and certify electronic spill reports and other required submittals on behalf of the City to the SWRCB.

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CHAPTER 2

Element II: Organization



Table 2-1. Roles and Responsibilities Defined

Position	Roles and Responsibilities
City Council	Establishes policy.
City Manager	Plans, organizes and directs the overall administrative activities and operations of the City. Advises and assists the City Council, represents the City's interest with other governmental agencies, business interests, and the community.
Director of Public Works	Plans, directs, organizes, coordinates, supervises and reviews the activities of the divisions comprising the Public Works Department. Provides highly responsible professional and technical staff assistance to the City Manager.
Public Works Operations Manager (LRO)	Determines whether drinking waters are impacted from the SSO. Provides information to PIO/City Manager/Director of Public Works/Director of Community Development. Finalizes/certifies SSO Report.
Utilities Maintenance Superintendent (LRO)	Confirms Category 1 SSOs. Directs staff. Updates communication center. Initiates SSO electronic report requirements. Provides requested information on SSO. Reviews SSO Field Report. Finalizes/certifies SSO Report.
Environmental Services Manager (DS)	Coordinates with Yolo County Environmental Health. Directs sampling operations as necessary. Completes electronic SSO reports, as needed.
Chief Maintenance Worker	Dispatches response staff. Investigates and assess SSO. Directs response staff. Communicates with City Divisions. SSO documentation. Corrects cause of SSO. Contains SSO. Initiates SSO report requirements. Cleans up spills. Updates communication center. Submits SSO field report.
On-Call Utility Maintenance Worker	Provides initial response for after-hours calls. Investigates and assess SSO. Contacts additional staff for assistance. Corrects cause of SSO. Contains SSO. Posts warning signs. Cleans up spills. Updates communication center.
Utility Maintenance Worker	Investigates and assess SSO. Contacts additional staff for assistance. Corrects cause of SSO. Contains SSO. Posts warning signs. Cleans up spills. Updates communication center.
On-Call Treatment Plant Mechanic	Operation of sanitary/storm pump stations and SCADA. Updates communication center.
Public Works Clerk or Secretary	Receives initial call and dispatch staff for response. Staffs communication center.
Engineering Construction Management Staff	Works with contractor on construction-related SSOs. Updates communication center.
Public Information Officer	Issues news release. Notifies media.
West Sacramento Fire Department	Provides boat; emergency response.
West Sacramento Police Department	Traffic and crowd control.

CHAPTER 2

Element II: Organization

2.3 RESPONSIBILITY FOR SSMP IMPLEMENTATION AND MAINTENANCE

The Director of Public Works shall have the overall responsibility for, implementing, periodically auditing, and maintaining the City's SSMP. He or she may delegate these responsibilities to his or her staff.

Other City staff responsible for developing, implementing, and maintaining specific elements of the City's SSMP are shown in Table 2-2. Names and contact numbers for the City officials shown are included in Appendix A.

Element	Element Name	Responsible City Official
-	Introduction	Environmental Services Manager
1	Goals	Director of Public Works
2	Organization	Public Works Operations Manager
3	Legal Authority	Director of Public Works
4	Operations and Maintenance Program	Utilities Maintenance Superintendent
5	Design and Performance Provisions	Director of Public Works
6	Overflow Emergency Response Plan	Public Works Operations Manager
7	Fats, Oils and Grease (FOG) Control Program	Environmental Services Manager
8	System Evaluation and Capacity Assurance Plan	Senior Civil Engineer
9	Monitoring, Measurement, and Program Modifications	Utilities Maintenance Superintendent
10	Program Audits	Public Works Operations Manager and Utilities Maintenance Superintendent
11	Communications Program	Environmental Services Manager
Appendix A	City Officials Names and Phone Numbers	Environmental Services Manager
Appendix B	SSMP Adoption Documents	Environmental Services Manager
Appendix C	SSMP Change Log	Environmental Services Manager
Appendix D	SSMP Audit Reports	Environmental Services Manager

2.4 SSO REPORTING CHAIN OF COMMUNICATION

The SSO Reporting Chain of Command follows the Organization Chart shown on Figure 2-1. The SSO Reporting process and responsibilities are described in detail in the Chapter 6, Element VI: Sanitary Sewer Overflow Response Plan.

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CHAPTER 3

Element III: Legal Authority



SWRCB Waste Discharge Requirement:

Each Enrollee must demonstrate, through sanitary sewer system use ordinances, service agreements, or other legally binding procedures, that it possesses the necessary legal authority to:

- a. Prevent illicit discharges into its sanitary sewer system (examples may include infiltration and inflow (I/I), stormwater, chemical dumping, unauthorized debris and cut roots, etc.);
- b. Require that sewers and connections be properly designed and constructed;
- c. Ensure access for maintenance, inspection, or repairs for portions of the lateral owned or maintained by the Public Agency;
- d. Limit the discharge of FOG and other debris that may cause blockages; and
- e. Enforce any violation of its sewer ordinances.

3.1 MUNICIPAL CODE

The City has the legal authority to own and operate its sanitary sewer collection system. The West Sacramento Municipal Code establishes this legal authority and is available online (<http://qcode.us/codes/westsacramento/>). That authority is specifically contained within Title 13, Chapter 8 and Chapter 9 of the Municipal Code and generally within the sections summarized in Table 3-1.

Table 3-1. General Waste Discharge Requirements Legal Authority

Requirement	Legal Authority Reference
Prevent illicit discharges into the wastewater collection system	13.08.050, 13.08.105
Limit the discharge of fats, oils, and grease and other debris that may cause blockages	13.09.080
Require that sewers and connections be properly designed and constructed	13.08.110, 13.08.155
Require proper installation, testing, and inspection of new and rehabilitated sewers	13.08.135, 13.08.145, 13.08.410
Clearly define City responsibility and policies for sewer laterals	13.08.140
Ensure access for maintenance, inspection, or repairs for portions of the service lateral owned or maintained by the City	13.08.170
Control I/I from private service laterals	13.09.080, 13.09.160
Requirements to install grease removal devices (such as traps or interceptors), design standards for the grease removal devices, maintenance requirements, Best Management Practices (BMP) requirements, record keeping and reporting requirements	13.09.090
Authority to inspect grease producing facilities	13.09.090
Enforce any violation of its sewer ordinances	13.08.595

The City has recently determined that the demarcation of responsibility between the City and private customers’ needs to be more clearly defined. City staff has prioritized working with City Council implement this definition.

3.2 AGREEMENTS WITH SATELLITE AGENCIES

The City does not have any tributary or satellite sewer systems connected to its gravity or force main sewer collection system according to the definition of the WDR.

The City is a satellite agency to the Sacramento Regional County Sanitation District (Regional San). Regional San is responsible for operating and maintaining the interceptor sewer system to which the City’s collection system discharges to for transport to the regional wastewater treatment plant located southeast of the City near Elk Grove, California. The City is responsible for all collection system facilities up to the point of connection to the interceptor sewer. The City maintains communication with Regional San and the two agencies support emergency response efforts within each other’s systems *“to the extent that staff in one agency can help the other agency without jeopardizing the functioning of their own systems”* (Wastewater Operating Agreement Between the Sacramento Regional County Sanitation District and the City of West Sacramento).

CHAPTER 3

Element III: Legal Authority



3.3 REFERENCES

The following information was used to develop this Element:

- West Sacramento Municipal Code, Title 13, Chapters 8 and 9.
- Wastewater Operating Agreement Between the Sacramento Regional County Sanitation District and the City of West Sacramento, 2013.
- SSMP for Sacramento Regional County Sanitation District Interceptor System, January 2014.

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CHAPTER 4

Element IV: Operations and Maintenance Program

SWRCB Waste Discharge Requirement:

The Sewer System Management Plan (SSMP) must include those elements listed below that are appropriate and applicable to the Enrollee's system:

- a. Maintain an up-to-date map of the sanitary sewer system, showing all gravity line segments and manholes, pumping facilities, pressure pipes and valves, and applicable stormwater conveyance facilities;
- b. Describe routine preventive operation and maintenance activities by staff and contractors, including a system for scheduling regular maintenance and cleaning of the sanitary sewer system with more frequent cleaning and maintenance targeted at known problem areas. The Preventive Maintenance (PM) program should have a system to document scheduled and conducted activities, such as work orders;
- c. Develop a rehabilitation and replacement plan to identify and prioritize system deficiencies and implement short-term and long-term rehabilitation actions to address each deficiency. The program should include regular visual and TV inspections of manholes and sewer pipes, and a system for ranking the condition of sewer pipes and scheduling rehabilitation. Rehabilitation and replacement should focus on sewer pipes that are at risk of collapse or prone to more frequent blockages due to pipe defects. Finally, the rehabilitation and replacement plan should include a capital improvement plan that addresses proper management and protection of the infrastructure assets. The plan shall include a time schedule for implementing the short- and long-term plans plus a schedule for developing the funds needed for the capital improvement plan;
- d. Provide training on a regular basis for staff in sanitary sewer system operations and maintenance, and require contractors to be appropriately trained; and
- e. Provide equipment and replacement part inventories, including identification of critical replacement parts.

4.1 COLLECTION SYSTEM MAPPING

The City's Drafting Division uses computer aided design and drafting (CADD) software to generate and distribute maps of the City's sewer collection, storm water, and water service areas. Utility maintenance staff use these maps to locate related infrastructure. The sewer collection maps allow utility crews to determine sewer force main flow direction, pump station locations and their shed area, manhole locations, transition structure and manifold locations, direction of sewer gravity flow, and upper and lower lateral connection locations.

The storm water maps allow crews to determine gutter and pipe flow direction, storm water inlet locations, ditch and drain locations, pump station locations and their shed areas. The sewer collection, storm water, and water service maps are in separate binders using a common grid system. This allows for side by side comparison of a specific area that may be impacted by an SSO event.

Maps are updated by the City's Drafting Division when construction as-built plans are generated and as requested by the Utility Maintenance Division. The City's sewer collection and storm water

maps for the area south of the Deep Water Channel can be displayed in Geographical Information System (GIS) format, with the service areas north of the Deep Water Channel to be GIS formatted in the future.

4.2 PREVENTIVE OPERATION AND MAINTENANCE

The elements of the City's sewer system O&M program include:

- Corrective maintenance of gravity sewers;
- CCTV inspection program to determine the condition of the gravity sewers;
- Rehabilitation and replacement of sewers that are in poor condition; and
- Periodic inspection and preventive maintenance for the lift stations and force mains.

4.2.1 Gravity Sewers

The City has developed a 5-year preventative maintenance cleaning and inspection program for all gravity sewer mains as part of the Wastewater Collection System Master Plan. This program will include high pressure flushing of the gravity main followed by closed circuit television (CCTV) inspection. The program is described in detail in Table 10-1 and shown on Figure 10-1 of the Master Plan, included as Appendix E of this document.

This 5-year program will supplement the inspections that have previously occurred in the system. As part of the Wastewater Collection System Master Plan, a City contractor inspected 3.1 miles of system from August 31, 2015 to November 13, 2015. This inspection also included approximately 56 manholes.

The City also provides corrective maintenance, which are typically the result of service calls from staff or the public. Quick response from Collections staff often prevent potential SSOs from occurring, since staff can often clear blockages before an SSO occurs. Collections staff can also minimize the impact of SSOs that do occur by containing and recovering the SSO volume as quickly as possible.

4.2.2 Lift Stations

The City operates and maintains 14 lift stations and pump stations, as described in Table 4-1. Each of the stations discharge to force mains.

Table 4-1. Lift Station Descriptions

Lift Station Name	Location	Construction Year	No. Pumps	Firm Capacity, GPM	Pump Manufacturer	Pump HP	Standby Generation, kW
Allan Lift Station	South End of Allan St	1990 (2008 upgrade)	2	300	Smith & Loveless	15	Portable Generators Used
Bridge District Lift Station	South River Rd near Tower St	2010	3	1,213	Flygt	70	225
Bridgeway Island Pump Station	Golden Gate Dr near Half Moon Bay Cir	2006	3	3,250	Smith & Loveless	125	Portable Generators Used
Bryte Pump Station	West End of Citrus St	1984 (2008 upgrade)	3	3,400	Smith & Loveless	200	500
Coke Lift Station	Coke St	1964	2	200	Smith & Loveless	3	Portable Generators Used
Industrial Pump Station	3930 Industrial Blvd	1974 (2008 upgrade)	3	1,526	Smith & Loveless	50	Portable Generators Used
Iron Works Lift Station	North End of Gallium Ct	2008	2	510	Sulzer	10	none
Jefferson Pump Station	555 Jefferson Blvd	1988 (2008 upgrade)	3	3,900	Smith & Loveless	100	295
Largo Pump Station	Otis Ave near Southport Pkwy	2005	2	450	Smith & Loveless	60	260
Northport Pump Station	Northport Dr near W. Capital Ave	1987	3	4,000	Smith & Loveless	75	Portable Generators Used
Parlin Ranch Pump Station	East End of Hoopa Rd	2006	2	570	Flygt	12	50
South Pump Station	Park Blvd near Stone Blvd	1948 (2008 upgrade)	3	764	Smith & Loveless	15	Portable Generators Used
Southport Pump Station	2500 Jefferson Blvd	1972 (2008 upgrade)	3	6,459	Smith & Loveless	50	450
Triangle Lift Station	Triangle Ct near Jefferson Blvd	1979	2	137	Chicago	3	Portable Generators Used

Pump station asset information and work order history is currently managed by the City using the PMC2000 Computerized Maintenance Management System (CMMS). Staff in the Utilities Maintenance and Maintenance divisions performs the tasks described on the preventative maintenance work order (PM). These PMs describe the work that is to be done to the pump stations' associated structural, mechanical, and electrical infrastructure and equipment. The frequency of a PM is determined by manufacturer's recommendations and/or a combination of experience and is intended to extend the life of equipment and to prevent equipment failure. The frequency of these inspections is provided in Table 4-2.

CHAPTER 4

Element IV: Operations and Maintenance Program



Table 4-2. Lift Station Preventative Maintenance Schedule

Component Type	PM Frequency					Component Type	PM Frequency				
	Monthly	Quarterly	Bi-Annually	Annually	No PM		Monthly	Quarterly	Bi-Annually	Annually	No PM
Access hatch				✓		Lighting	✓	✓			
Adjustable frequency drive			✓			Lighting panel		✓			
Air conditioning		✓		✓		Load bank				✓	
Air low alarm				✓		Low air pressure bubbler system				✓	
Air relief valve	✓					Low-level alarm switch				✓	
Analytical instrument	✓			✓		Low-low float level switch		✓			
Automatic transfer switch		✓				Main switchboard				✓	
Bathroom					✓	Manual transfer switch		✓			
Bio cube blower					✓	Manway lift	✓			✓	
Bio cube control panel		✓				Meter electric					✓
Bubbler & transfer panel		✓				Motor				✓	
Building			✓			Motor control center	✓			✓	
Cathodic protection	✓			✓		Motor control panel		✓			
Cathodic protection panel	✓			✓		Odor control unit	✓				
Control cabinet for bio cube					✓	PLC control panel		✓		✓	
Crane				✓		Power distribution panel		✓			
Dehumidifier				✓		Pressure transmitter				✓	
Emergency power generator	✓		✓	✓		Pump sewage		✓		✓	
Fan		✓				Recorder, chart					✓
Flooded alarm switch				✓		Seal water filter					✓
Flow transmitter				✓		Soft start		✓			
Harmonic conditioner				✓		Tank				✓	
Heater				✓		Telephone					✓
Heating, ventilation, and cooling	✓			✓		Temperature switch				✓	
High-high float level switch		✓				Uninterruptable power supply				✓	
Intrusion alarm				✓		Valve		✓		✓	
Level transmitter				✓		Variable frequency drive		✓		✓	
Lift, maintenance			✓			Well		✓	✓	✓	

CHAPTER 4

Element IV: Operations and Maintenance Program



4.2.3 Force Mains

Force main alignments will be inspected on an annual basis, and discharge locations will be surveyed for possible damage and corrosion from the release of hydrogen sulfide when the force mains discharge to the gravity collection system.

Table 4-3 lists the force main asset information. Many of the force mains were installed at the time of the original construction of the associated lift stations. Each of the force mains discharge to a common force main that flows from the Transition Structure north of the Deep Water Channel to the Common Manifold near Southport PS and then discharges to the LNWI as shown on Figure ES-1. The lengths of this shared force main are shown in Table 4-3 as “Common Force Main.”

Name of Lift Station Associated with Force Main	Material	Diameter, inches	Pipe Length, linear feet	Pipe Length, miles
Allan LS	PVC	6	1,770	0.3
Bridge District LS	PVC	12	874	0.2
Bridgeway Island PS	PVC	12	25,376	4.8
Bryte PS	Steel	16	9,525	1.8
Coke LS	PVC	8	217	0.0
Industrial PS	Steel	14	11,325	2.1
Iron Works LS	Steel	4	680	0.1
Jefferson PS	Steel	18	13,727	2.6
Largo PS	PVC	8	20,923	4.0
Northport PS	DIP & PVC	16	10,139	1.9
Parlin Ranch PS	PVC	8	4,475	0.8
South PS	DIP	20	1,317	0.2
Southport PS	PVC	16 to 24	861	0.2
Triangle LS	DIP	4	876	0.2
Common Force Main	DIP	20 to 36	9,127	1.9
Total			111,212	21.1

Source: City GIS

4.2.4 Private Sewer Laterals

The City has no responsibility for the operation, repair or replacement of private sewer laterals connected to the City mains. However, the City has historically maintained the lower lateral, which includes the portion of the lower lateral from the cleanout at the property line to the City main. The City will install new cleanouts as needed to facilitate cleaning and inspection equipment. On commercial properties, laterals are the sole responsibility of the property owner.

4.2.5 Rehabilitation and Replacement Program

The City developed a CIP to complete rehabilitation and replacement of collection system assets, as identified through the Wastewater Collection System Master Plan. The capital improvement program describes a combination of pipeline, pump station, and storage improvements to address sewer system overflows (SSOs) that are predicted to result from the design storm event. The proposed combination of projects presents a solution that appears viable and practical, based on the information that was known as of the date of the Wastewater Collection System Master Plan. The proposed CIP is summarized by collection system improvement type in Table 4-4 below. The specific projects are detailed in the Wastewater Collection System Master Plan, included as Appendix E to this Plan.

Improvement Type	Construction Cost, \$M	Capital Cost, \$M
Cleaning/Inspection CIP	1.94	3.29
Backyard Main CIP	0.79	1.33
Gravity System Rehabilitation/Repair CIP	7.02	11.86
WWTP Decommissioning CIP	8.21	13.88
Gravity Main Capacity Improvements CIP	2.82	4.76
Pump Station CIP	11.37	19.22
Totals	32.17	54.374

4.2.6 Training

The City provides on a regular basis technical, skill, and safety training to Public Works staff. Training is documented in the Public Works training database. Safety elements and operation and maintenance practices are established in the Public Works Utility Maintenance/Maintenance Division’s Standard Operating Procedures (SOP). New SOP’s or updates to current SOP’s are stored in a computer file and made available in a SOP document binder. The City will require contractors to verify their employee training program.

4.2.7 Contingency Equipment and Replacement Inventories

The City’s corporation yard provides a central location for the Public Works Utility Maintenance/Maintenance Division’s housing and storage of bulk materials, equipment, and parts used for routine tasks and emergency situations. Material, equipment, and spare part inventories are monitored and maintained by division staff. The inventory of the major equipment that City uses in the operation and maintenance of its sewer system as well as the critical replacement parts inventory is included in Appendix F.

Another resource for contingency or emergency equipment is contained in the City’s Emergency Operations Plan. Among other things, the plan contains a section for emergency resources, complete with vendor names and contact information. To keep current, this document and resource list is updated annually. This plan is included in Appendix G.

CHAPTER 4

Element IV: Operations and Maintenance Program



4.3 REFERENCES

The following information was used to develop this Element:

- City of West Sacramento Geographic Information System (GIS) database, August 2014.
- Sewer Master Plan Update, West Yost Associates, 2015.

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CHAPTER 5

Element V: Design and Performance Provisions



SWRCB Waste Discharge Requirement:

1. Design and construction standards and specifications for the installation of new sanitary sewer systems, lift stations and other appurtenances; and for the rehabilitation and repair of existing sanitary sewer systems; and
2. Procedures and standards for inspecting and testing the installation of new sewers, pumps, and other appurtenances and for rehabilitation and repair projects.

5.1 DESIGN CRITERIA FOR INSTALLATION, REHABILITATION AND REPAIR

The City's Sanitary Sewer Design Standards, Standard Plans, and Standard Specifications for sewer mainlines, structures and appurtenances like maintenance holes, lift stations, and service laterals (lower laterals) are administered by the Development Engineering Division.

5.1.1 General

The City has established standards for both new construction and renewal and replacement work associated with the collection system. These standards are periodically reviewed and revised by the Development Engineering Division and were last updated in 2015. The 2015 version of the City's Sanitary Sewer Design Standards is included in Appendix H. Complete versions of the City's Standard Specifications and Details are located on the City's website at: www.cityofwestsacramento.org/city/depts/comdev/engineering/specs/default.asp.

5.1.2 Lift Stations

All lift stations are required to be designed and constructed to conform to the City's Wastewater Pump Station Design Standards, which are maintained by the Community Development Division. These standards are included in Appendix H.

5.1.3 City Sewer System – Authorized Pipe Materials

The authorized materials that are currently accepted in the City Sewer System are shown in the City's Standard Specifications and Details.

Laterals must be of the same material type and designation as that used for the main sanitary sewer pipe.

5.1.4 Private Sewer Systems and Private Laterals

All private sewer systems and private sewer laterals are required to be design, installed, inspected and accepted per the requirements for sewers in Division 1, Section 5 and Division IV, Section 14 of the Standard Specifications except for the following modifications:

- The minimum size of any on-site sanitary sewer main shall be four inches in diameter;
- Pipe depth to finish grade and/or subgrade must be in conformance with the specifications of the pipe manufacturer; and

CHAPTER 5

Element V: Design and Performance Provisions



- All on-site sanitary sewer manholes shall be constructed in accordance with the Standard Details. There are no City requirements for the spacing of on-site sanitary sewer manholes. However, future maintenance and accessibility should be considered.

All Sanitary Sewer Design Calculations shall be signed and stamped by a California registered civil engineer prior to approval by the City.

5.2 INSPECTION AND TESTING CRITERIA

The City's Wastewater Collection System inspection and testing criteria are documented in the Standard Specifications and Details, and include:

5.2.1 New and Rehabilitated Gravity Sewers

5.2.1.1 Design

Engineering calculations to support the sewer system design shall be submitted to the City Engineer for approval.

5.2.1.2 Inspection during Construction

All new gravity sewers will be periodically inspected during construction to ensure that the sewer is constructed using the specified materials and methods. All sewer line connections to manholes, trunk sewers, main sewers, or side sewers shall be left uncovered until after the inspection has been made.

5.2.1.3 Leakage

Sewer mains must be tested following Standard Specifications Division IV, Section 14.03D Testing of Sewer Lines. After acceptance of the street subgrade and/or trench backfill all gravity sewers must pass a low-pressure air test in the presence of the City Engineer conducted in accordance with the Standard Specifications. If the installation fails to meet this requirement, the Contractor shall, at his own expense, determine the source of leakage. He shall then repair or replace all defective materials and/or workmanship and perform the air test as many times as necessary to achieve an acceptable test.

5.2.1.4 CCTV Inspection

Prior to acceptance of any sanitary sewer line by the City, all six-inch and larger lines shall be inspected internally by television in the presence of the City Engineer as outlined in Division IV, Section 14.03D Testing of Sewer Lines at the Contractor's expense. Defects such as high and low spots, joint separations, offset joints, chipped ends, cracked or damaged pipe, infiltration points and debris in lines shall be corrected by the Contractor, at his expense.

5.2.2 New and Rehabilitated Manholes

5.2.2.1 Inspection during Construction

All new gravity sewers will be periodically inspected during construction to ensure that the sewer is constructed using the specified materials and methods. All sewer line connections to manholes,

CHAPTER 5

Element V: Design and Performance Provisions



trunk sewers, main sewers, or side sewers shall be left uncovered until after the inspection has been made.

5.2.2.2 Leakage

Sewer mains and manholes will be tested following Standard Specifications Division IV, Section 14.03D Testing of Sewer Lines. All sewer manholes must pass a vacuum test performed by the Contractor after installation of the manhole but prior to placement of trench backfill. If a manhole fails the vacuum test, repairs shall be made with mortar while the vacuum is still being drawn. Retesting shall proceed until a satisfactory test is obtained.

5.2.3 New and Rehabilitated Lift Stations

New and rehabilitated lift stations are inspected during construction, and subject to performance testing prior to being brought on-line.

5.3 REFERENCES

The following information was used to develop this Element:

- City of West Sacramento Standard Specifications and Details, 2002.
 - Amendments to Standard Specifications and Details dated 9/12/2009, 9/1/2010, and 7/24/2015.

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SWRCB Waste Discharge Requirement:

Each Enrollee shall develop and implement an overflow emergency response plan that identifies measures to protect public health and the environment. At a minimum, this plan must include the following:

- a. Proper notification procedures so that the primary responders and regulatory agencies are informed of all SSOs in a timely manner;
- b. A program to ensure an appropriate response to all overflows;
- c. Procedures to ensure prompt notification to appropriate regulatory agencies and other potentially affected entities (e.g. health agencies, Regional Water Boards, water suppliers, etc.) of all SSOs that potentially affect public health or reach the waters of the State in accordance with the Monitoring and Reporting Program (MRP). All SSOs shall be reported in accordance with this MRP, the California Water Code, other State Law, and other applicable Regional Water Board WDRs or NPDES permit requirements. The SSMP should identify the officials who will receive immediate notification;
- d. Procedures to ensure that appropriate staff and contractor personnel are aware of and follow the Emergency Response Plan and are appropriately trained;
- e. Procedures to address emergency operations, such as traffic and crowd control and other necessary response activities; and
- f. A program to ensure that all reasonable steps are taken to contain and prevent the discharge of untreated and partially treated wastewater to waters of the United States and to minimize or correct any adverse impact on the environment resulting from the SSOs, including such accelerated or additional monitoring as may be necessary to determine the nature and impact of the discharge.

6.1 PURPOSE

The purpose of the City's Sanitary Sewer Overflow Response Plan (SSORP) is to provide procedures to effectively manage the response and the remediation of an SSO when it occurs in an effort to protect public health as well as the environment. The SSORP provides guidelines for City personnel to follow in responding to, cleaning up, and reporting SSOs that may occur within the City's service area. This SSORP satisfies the SWRCB Statewide General Waste Discharge Requirements (GWDR), which require wastewater collection agencies to have an Overflow Emergency Response Plan.

6.2 POLICY

The City's employees are required to report all wastewater overflows resulting from the City-owned/maintained sanitary sewer system found and to take the appropriate action to secure the wastewater overflow area, properly report to the appropriate regulatory agencies, relieve the cause of the overflow, and ensure that the affected area is cleaned as soon as possible to minimize health hazards to the public and protect the environment. The City's goal is to respond to sewer system overflows as soon as possible following notification. The City will follow reporting procedures in

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regards to sewer spills as set forth by the Central Valley Regional Water Quality Control Board (CVRWQCB) and the California State Water Resources Control Board (SWRCB).

6.3 GOALS

The City's goals with respect to responding to SSOs are:

- Work safely;
- Respond quickly to minimize the volume of the SSO;
- Eliminate the cause of the SSO;
- Prevent sewage system overflows or leaks from entering the storm drain system or receiving waters to the maximum extent practicable;
- Contain the spilled wastewater to the extent feasible;
- Minimize public contact with the spilled wastewater;
- Mitigate the impact of the SSO;
- Meet the regulatory reporting requirements;
- Evaluate the causes of failure related to certain SSOs; and
- Revise response procedures resulting from the debrief and failure analysis of SSOs.

6.4 SSO DETECTION AND NOTIFICATION

ref. SWRCB Order No. 2006-0003-DWQ VI(a)

The processes that are employed to notify the City of the occurrence of an SSO include: observation by the public, receipt of an alarm, or observation by City staff during the normal course of their work.

The City operates wastewater pump stations. In the event of any pump failure, the high level sensor activates the SCADA alarm system and the City is contacted. To prevent overflow, wastewater from the wet well can either be pumped into a vacuum truck for disposal to a nearby sanitary sewer manhole, or bypassed around the station into the sanitary sewer system. Each pump station has an emergency response plan that can be followed in the event of a pump failure.

6.4.1 Public Observation

Public observation is the most common way that the City is notified of blockages and spills. Once the initial call is made reporting the SSO, the report is dispatched to the Chief Utility Maintenance Worker during normal working hours or to the On-call Utility Maintenance Worker after hours for response. The responding employee is responsible for determining whether additional city personnel are necessary to aid in containment, clean-up and remediation.

Normal Work Hours. Customers can report sewer problems by telephone at 916-617-4850 during normal working hours (Monday through Friday from 8:00 am to 4:30 pm). The office staff takes the call and notifies the Chief Utility Maintenance Worker.

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After Hours. After hours, the Public Works phone system redirects incoming phone calls to 916-617-4850 to the Dispatch Center or this center can be called directly at 916-372-3375. The Dispatch Center will notify the On-call Utility Maintenance Worker.

If an SSO occurs within the portion of the sanitary sewer collection system maintained and operated by the Sacramento Regional County Sanitation District the City contacts Sacramento County Central at 916-875-5000.

When calls are received, either during normal work hours or after hours, the individual receiving the call will collect the following information:

- Time and date of call;
- Specific location of potential problem;
- Nature of call;
- In case of SSO, estimated start time of overflow;
- Caller's name, address and telephone number;
- Caller's observation (e.g., odor, duration, location on property, known impacts, indication if surface water impacted, appearance at cleanout or manhole); and
- Other relevant information.

The City's Public Works Department will be responsible for establishing a communication center in the event of a Category 1 SSO. The communication center will consist of one of the following Public Works employees:

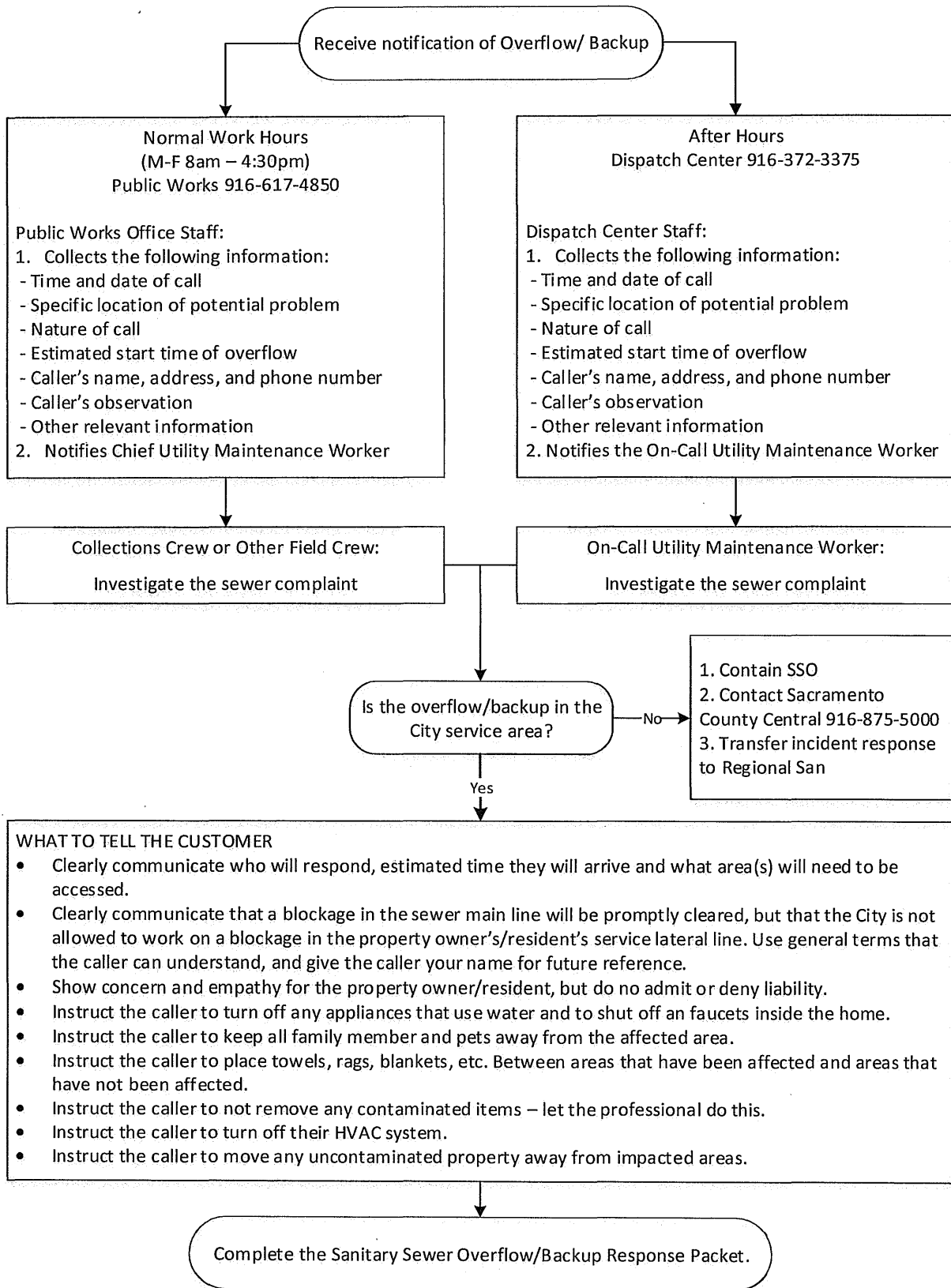
- Public Works Operations Manager;
- Utilities Maintenance Superintendent;
- Chief Utilities Maintenance Worker; and
- Public Works Senior Clerk.

The designated employee will be stationed at a predetermined location within the Public Works Administration building. The communication center will be the direct line of communication with outside regulatory and emergency agencies as well as responding city crews.

Figure 6-1 provides an overview of receiving a sewage overflow or backup report.

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Figure 6-1. Overview of Receiving a Sewer Overflow or Backup Report Procedure



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6.4.2 City Staff Observation

City staff conducts periodic inspections of its sewer system facilities as part of their routine activities. Any problems noted with the sewer system facilities are reported to appropriate City staff that, in turn, responds to emergency situations. Work orders are issued to correct non-emergency conditions.

6.4.3 Contractor Observation

The following procedures are to be followed in the event that contractor/plumber causes or witnesses a SSO. In the contractor/plumber causes or witnesses an SSO they should:

- Immediately notify the City at 916-617-4850;
- Protect storm drains;
- Protect the public;
- Provide information to the Chief Utility Maintenance Worker or On-call Utility Maintenance Worker such as start time, appearance point, suspected cause, weather conditions, etc; and
- Direct ALL media and public relations requests to the Communications and Media Office, at 916-617-4516, who will provide the media with all relevant information.

6.5 SSO RESPONSE PROCEDURES

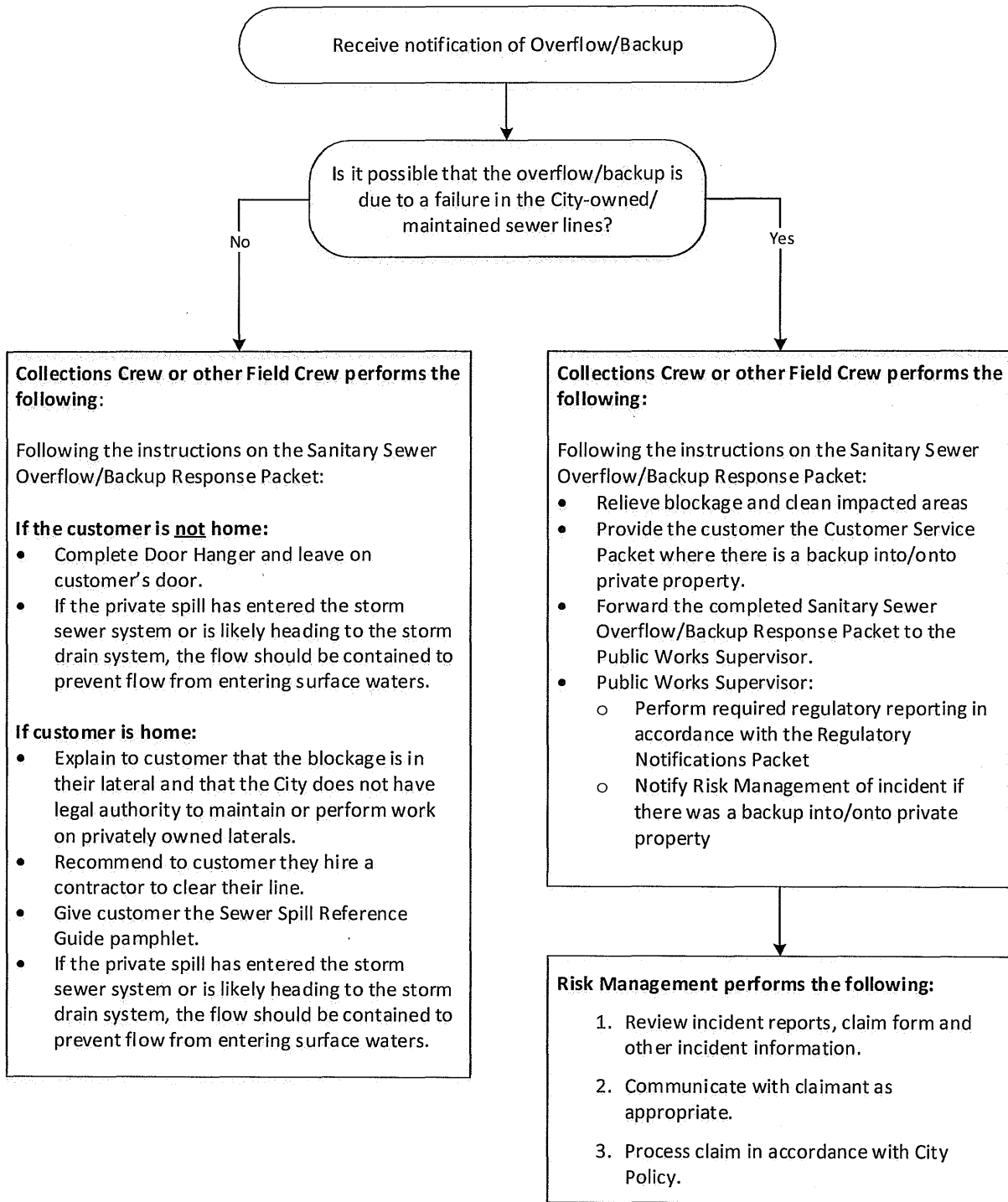
ref. SWRCB Order No. 2006-0003-DWQ Element 6(b)

6.5.1 Sewer Overflow/Backup Response Summary

The City will respond to SSOs as soon as feasible following notification of an overflow/backup or unauthorized discharge. Figure 6-2 provides an overview of the response activities.

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Figure 6-2. Overview of SSO and Backup Response Procedure



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6.5.2 First Responder Priorities

The first responder's priorities are:

- To follow safe work practices;
- To respond promptly with the appropriate and necessary equipment or call for additional staff assistance;
- To contain the spill wherever feasible;
- To restore the flow as soon as practicable;
- To minimize public access to and/or contact with the spilled sewage;
- To promptly notify the Supervisor in event of major SSO;
- To return the spilled sewage to the sewer system;
- To restore the area to its original condition (or as close as possible); and
- To photograph or video field conditions of the SSO.

6.5.3 Safety

The first responder is responsible for following safety procedures at all times. Special safety precautions must be observed when performing sewer work. There may be times when City personnel responding to a sewer system event are not familiar with potential safety hazards peculiar to sewer work. In such cases it is appropriate to take the time to discuss safety issues, consider the order of work, and check safety equipment before starting the job.

6.5.4 Initial Response

The first responder must respond to the reporting party/problem site and visually check for potential sewer stoppages or overflows.

The first responder will:

- Note arrival time at the site of the overflow/backup.
- Verify the existence of a sewer system spill or backup.
- Determine if the overflow or blockage is from a City-owned/maintained or private sewer.
- Identify and assess the affected area and extent of spill.
- Contact caller if time permits.
- If the spill is large or in a sensitive area, document conditions upon arrival with photographs. Decide whether to proceed with clearing the blockage to restore the flow or to initiate containment measures. The guidance for this decision is:
 - Small spills (i.e., spills that are easily contained) – proceed with clearing the blockage.
 - Moderate or large spill where containment is anticipated to be simple – proceed with the containment measures.

- Moderate or large spills where containment is anticipated to be difficult – proceed with clearing the blockage; however, whenever deemed necessary, call for additional assistance and implement containment measures.
- Take steps to contain the SSO. For detailed procedures refer to the Sanitary Sewer Overflow/Backup Response Packet, included as Appendix I to this report.

In the event of a failure on a sewer main line, sewer forced main, pump station or any other portion of the sanitary sewer collection system, it may be necessary to notify upstream industrial dischargers of the situation and request that they reduce their sewer discharge. Additionally, some sanitary sewer pump stations are fed by other sanitary sewer pump stations within the system. In these cases, upstream pump stations will need to be turned off so repairs can be made. Continuous monitoring of pump station wet well levels shall be conducted to ensure that the capacity is sufficient for the time the pump station is off. Large failures may require an extended amount of time for repair. Bypass pumping (manhole to manhole) and/or mobile sewage collection may be necessary with prolonged repair. If necessary, City staff will coordinate with commercial septage haulers for assistance. A listing of septage haulers is shown in Table 6-1.

Company Name	Phone Number
A-1 Septic Service	916-371-4160
BCM Company	916-383-4533
G&C Septic Tank Service	916-366-1111
Yolo Pumping Services, Inc.	530-662-5534

6.5.5 Initiate Spill Containment Measures

When an SSO occurs, all feasible steps must be taken to prevent impacts including controlling or limiting the amount of wastewater to the storm drain system, terminating the discharge and recovering and properly disposing of as much of the SSO as possible including wash down water that is used. Standard Operating Procedures (SOPs) have been developed and implemented covering cleanup and remediation of SSOs. These SOPs are found in Appendix J to this Plan.

The first responder will attempt to contain as much of the spilled sewage as possible using the following steps:

- Determine the immediate destination of the overflowing sewage;
- Plug storm drains using air plugs, sandbags, and/or plastic mats to contain the spill, whenever appropriate. If spilled sewage has made contact with the storm drainage system, attempt to contain the spilled sewage by plugging downstream storm drainage facilities;
- Contain/direct the spilled sewage using dike/dam or sandbags;
- Pump around the blockage/pipe failure.

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For detailed procedures refer to the Sanitary Sewer Overflow/Backup Response Packet, included as Appendix I to this Plan.

6.5.6 Restore Flow

Using the appropriate cleaning equipment, the responding crew will set up downstream of the blockage and hydro-clean upstream from a clear manhole. Attempt to remove the blockage from the system and observe the flows to ensure that the blockage does not reoccur downstream. If the blockage cannot be cleared within a reasonable time from arrival, or sewer requires construction repairs to restore flow, then initiate containment and/or bypass pumping. If other assistance is required, immediately contact the Public Works Operation Manager. For detailed procedures refer to the Sanitary Sewer Overflow/Backup Response Packet, included as Appendix I to this Plan.

6.5.7 Equipment

This section provides a list of specialized equipment that may be used to support this Overflow Emergency Response Plan:

- **Closed Circuit Television (CCTV) Inspection Unit.** A CCTV Inspection Unit is required to determine the root cause for all SSOs from gravity sewers.
- **Camera.** A digital or disposable camera is required to record the conditions upon arrival, during clean up, and upon departure.
- **Emergency Response Trucks.** A utility body pickup truck, or open bed is required to store and transport the equipment needed to effectively respond to sewer emergencies. The equipment and tools will include containment and clean up materials.
- **Portable Generators, Portable Pumps, Piping, and Hoses.** Equipment used to bypass pump, divert, or power equipment to mitigate an SSO.
- **Combination Sewer Cleaning Trucks.** Combination high velocity sewer cleaning trucks with vacuum tanks are required to clear blockages in gravity sewers, vacuum spilled sewage, and wash down the impacted area following the SSO event.
- **Air Plugs, Sandbags and Plastic Mats**
- **Portable Lights**

6.6 RECOVERY AND CLEANUP

ref. SWRCB Order No. 2006-0003-DWQ Element 6(e)

The recovery and cleanup phase begins immediately after the flow has been restored and the spilled sewage has been contained to the extent possible. The SSO recovery and cleanup procedures are:

6.6.1 Estimate the Volume of Spilled Sewage

Use the methods outlined in the Sanitary Sewer Overflow/Backup Response Packet (Appendix I), and/or the Field Guide to estimate the volume of the spilled sewage. Wherever possible, document the estimate using photos and/or video of the SSO site before and during the recovery operation.

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6.6.2 Recovery of Spilled Sewage

Vacuum up and/or pump the spilled sewage and rinse water, and discharge it back into the sanitary sewer system.

6.6.3 Clean-up and Disinfection

Clean up and disinfection procedures will be implemented to reduce the potential for human health issues and adverse environmental impacts that are associated with an SSO event. The procedures described are for dry weather conditions and will be modified as required for wet weather conditions. Where cleanup is beyond the capabilities of the Field Crew, a cleanup contractor will be used.

Private Property. City crews are responsible for the cleanup when the property damage is minor in nature and is outside of private building dwellings, such as in front, side and backyards, easements, etc. In all other cases, affected property owners can call a water damage restoration contractor to complete the cleanup and restoration. If the overflow into property is the definite cause of City system failure, the property owner can call out a water damage restoration contractor to complete the cleanup and restoration. In both cases, property owners may obtain a City claim form from the City Manager's Office. If an SSO in the City's maintained system resulted in a flooded home or structure the City's insurance carrier will be the lead on any claims.

Hard Surface Areas. Collect all signs of sewage solids and sewage-related material either by protected hand or with the use of rakes and brooms. Wash down the affected area with clean water and/or Deozyme or similar non-toxic biodegradable surface disinfectant until the water runs clear. The flushing volume will be approximately three times the estimated volume of the spill. Take reasonable steps to contain and vacuum up the wastewater. Allow area to dry. Repeat the process if additional cleaning is required.

Landscaped and Unimproved Natural Vegetation. Collect all signs of sewage solids and sewage-related material either by protected hand or with the use of rakes and brooms. Wash down the affected area with clean water until the water runs clear. The flushing volume will be approximately three times the estimated volume of the spill. Either contain or vacuum up the wash water so that none is released. Allow the area to dry. Repeat the process if additional cleaning is required.

Natural Waterways. The California Department of Fish and Wildlife will be notified by CalOES for SSOs greater than or equal to 1,000 gallons.

Wet Weather Modifications. Omit flushing and sampling during heavy storm events (i.e., sheet of rainwater across paved surfaces) with heavy runoff where flushing is not required and sampling would not provide meaningful results.

6.6.4 NOTIFICATION

This section describes public and downstream water purveyor notification procedures.

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6.6.4.1 Public Notification

Contamination warning signs and barricades shall be posted at SSO sites when the SSO is in a public area and/or enters a waterway or based on requirements issued by outside regulatory agencies until the site is determined to be cleaned. Contamination warning signs shall be posted by Utility Maintenance personnel and by the contractor if the SSO is construction related. The warning signs serve to provide a warning of potential health risks due to sewage contamination. If signage is required the Public Works Operations Manager shall notify the Communications and Media Officer. The area and warning signs, once posted, will be checked every day to ensure that they are still in place. Photographs of sign placement will be taken. Signs will not be removed until directed by County Environmental Health, the Public Works Supervisor or designee.

When public health could be affected and contact with the local media is deemed necessary, the City Public Information Officer will provide the media with all relevant information.

6.6.4.2 Downstream Notification

In the event of an SSO discharge to surface water a determination will be made by the Public Works Manager whether drinking water for water purveyors downstream will become impacted. Downstream water purveyors are identified in Table 6-2. If necessary, contact should be made and information regarding the SSO relayed.

Purveyor Name	Phone Number
City of Rio Vista	Main: 707-374-6451
Solano County Water Agency	Main: 707-451-6090
Contra Costa Water District	Main: 925-688-8000
East Bay Municipal Utility District	Eric Mische: 916-226-8332

6.7 WATER QUALITY

ref. SWRCB Order No. 2006-0003-DWQ Element 6(f)

6.7.1 Waters of the State

Waters of the State (or waters of the United States) means any surface water, including saline waters, within the boundaries of California. In case of a sewage spill, catch basins, storm drains and retention basins are considered to be waters of the State unless the sewage is completely contained and returned to the sanitary sewer collection system and that portion of the storm drain is cleaned.

6.7.2 Water Quality Sampling and Testing

Water quality sampling and testing is required for Category 1 SSOs of 50,000 gallons or greater to determine the extent and impact of the SSO. The water quality sampling procedures must be implemented within 48 hours and include the following:

- The contracted lab staff will collect samples as soon as possible after the discovery and mitigation of the SSO event;
- The water quality samples will be collected from upstream of the spill, from the spill area, and downstream of the spill in flowing water (e.g. creeks). The water quality samples will be collected near the point of entry of the spilled sewage; and
- The samples shall then be brought to an acceptable laboratory for analysis.

A list of laboratories certified for water quality analysis by Yolo County of acceptable laboratories are included in Appendix I.

6.7.3 Water Quality Monitoring Plan

The City Water Quality Monitoring Plan will be implemented immediately upon discovery of any Category 1 SSO of 50,000 gallons or more in order to assess impacts from SSOs to surface waters. The SSO Water Quality Monitoring Program will:

- Contain protocols for water quality monitoring;
- Account for spill travel time in the surface water and scenarios where monitoring may not be possible (e.g. safety, access restrictions, etc.);
- Require water quality analyses for ammonia and bacterial indicators to be performed by an accredited or certified laboratory;
- Require monitoring instruments and devices used to implement the SSO Water Quality Monitoring Program to be properly maintained and calibrated, including any records to document maintenance and calibration, as necessary, to ensure their continued accuracy;
- Within 48 hours of the City becoming aware of the SSO, require water quality sampling for ammonia and total and fecal coliform or other parameters as directed by the CVRWQCB Basin Plan; and
- Observe proper chain of custody procedures.

6.7.4 SSO Technical Report

The City will submit an LRO certified SSO Technical Report to the CIWQS Online SSO Database within 45 calendar days of the SSO end date for any SSO in which 50,000 gallons or greater are spilled to surface waters. The Public Works Operations Manager will supervise the preparation of this report and will certify this report. This report, which does not preclude the Water Boards from requiring more detailed analyses if requested, shall include at a minimum, the following:

- Causes and Circumstances of the SSO
 - Complete and detailed explanation of how and when the SSO was discovered.
 - Documented contact information from the original caller and any others interviewed at the site.
 - Diagram showing the SSO failure point, appearance point(s), and final destination(s).

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- Detailed description of the methodology employed and available data used to calculate the volume of the SSO and, if applicable, the SSO volume recovered.
- Detailed description of the cause(s) of the SSO.
- Copies of original field crew records used to document the SSO.
- Historical maintenance records for the failure location.
- City's Response to SSO
 - Chronological narrative description of all actions taken by the City to terminate the spill.
 - Explanation of how the SSMP Overflow Emergency Response Plan was implemented to respond to and mitigate the SSO.
 - Final corrective action(s) completed and/or planned to be completed, including a schedule for actions not yet completed.
- Water Quality Monitoring
 - Description of all water quality sampling activities conducted including analytical results and evaluation of the results.
 - Detailed location map illustrating all water quality sampling points.

6.8 SEWER BACKUP INTO/ONTO PRIVATE PROPERTY CLAIMS HANDLING PROCEDURE

If an SSO in the City's maintained system resulted in a flooded home or structure the City's insurance carrier will be the lead on any claims. It is the procedure of the City that a claims form shall be offered to anyone wishing to file a claim. The following procedures will be observed for all sewer overflows/backups into/onto private property:

- Collections Crew or other Field Crew will direct the resident to the City Manager's Office or City website to obtain a City claim form whenever it is possible that the sanitary sewer backup may have resulted from an apparent blockage in the City-owned sewer lines or whenever a City customer requests a claim form. The claim may later be rejected if subsequent investigations into the cause of the loss indicate the City was not at fault.
- It is the responsibility of the Field Crew to gather information regarding the incident and notify the Supervisor or his/her designee.
- It is the responsibility of the City Manager's Office to review all claims and to oversee the adjustment and administration of the claim to closure.

6.9 NOTIFICATION, REPORTING, MONITORING AND RECORDKEEPING REQUIREMENTS

ref. SWRCB Order No. 2006-0003-DWQ Element 6(c)

In accordance with the Statewide General Waste Discharge Requirements for Sanitary Sewer Systems (SSS GWDRs) and the most recent Monitoring and Reporting Program (MRP), the City of West Sacramento maintains records for each sanitary sewer overflow. Records include:

- Documentation of response steps and/or remedial actions.

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- Photographic evidence to document the extent of the SSO, field crew response operations, and site conditions after field crew SSO response operations have been completed. The date, time, location, and direction of photographs taken will be documented.
- Documentation of how any estimations of the volume of discharged and/or recovered volumes were calculated including all assumptions made.
- Documentation of emergency start time.
- All records required by the MRP.
- Electronic monitoring records relied upon in volume estimation.

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6.9.1 Regulator Required Notifications

Regulator required actions are outlined in Table 6-3.

Action	Deadline	Spill Category			
		Category 1	Category 2	Category 3	No Spill
Notification	2 hours after becoming aware of SSO	If SSO is greater than or equal to 1,000 gallons, notify CalOES at 800-852-7550 and obtain a notification control number.	-	-	-
Reporting	3 days after becoming aware of SSO	Submit draft Spill Report in CIWQS	-	-	-
	15 days after response conclusion	Certify Spill Report in CIWQS - update as needed until 120 days after SSO end date	-	-	-
	30 days after end of calendar month in which SSO occurred	-	-	Certify Spill Report in CIWQS - update as needed until 120 days after SSO end date	Submit No Spill Certification
	45 days after SSO end date	If 50,000 gallons or greater are not recovered, submit SSO Technical Report in CIWQS	-	-	-
Water Quality Monitoring	48 hours after becoming aware of SSO	If 50,000 gallons or greater are spilled into surface water, conduct water quality sampling.	-	-	-
Record Keeping		The City will maintain the following spill records: <ul style="list-style-type: none"> • SSO Event Records • Records documenting SSMP implementation and changes/updates to the SSMP • Records to document Water Quality Monitoring for SSOs of 50,000 gallons or greater spilled to surface waters. • Collection system telemetry records if relied upon to document and/or estimate SSO Volume 			-

Reports submitted into the California Integrated Water Quality System (CIWQS) Online SSO Database (<http://ciwqs.waterboards.ca.gov/>) must be certified by the Legally Responsible Official (LRO). In the event that the CIWQS online SSO database is not available, the Chief Utility Maintenance Worker will notify SWRCB by phone in accordance with the time schedules identified in Table 10. In such an event, the City will submit the appropriate reports using the CIWQS online SSO database when the database becomes available. Any change in the LRO(s) including deactivation or a change to contact information, will be submitted to the SWRCB within 30 days of the change by calling 866-792-4977 or emailing help@ciwqs.waterboards.ca.gov.

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For reporting purposes, if one SSO event of whatever category results in multiple appearance points in a sewer system, a single SSO report is required in CIWQS that includes the GPS coordinates for the location of the SSO appearance point closest to the failure point, blockage or location of the flow condition that cause the SSO, and descriptions of the locations of all other discharge points associated with the single SSO event.

6.9.2 Complaint Records

The City maintains records of all complaints received whether or not they result in sanitary sewer overflows. These complaint records include:

- Date, time, and method of notification;
- Date and time the complainant or informant first noticed the SSO or occurrence related to the call;
- Narrative description describing the complaint;
- A statement from the complainant or informant, if they know, of whether or not the potential SSO may have reached waters of the state;
- Name, address, and contact telephone number of the complainant or informant reporting the potential SSO (if not reported anonymously);
- Follow-up return contact information for each complaint received (if not reported anonymously);
- Final resolution of the complaint with the original complainant; and
- Work service request information used to document all feasible and remedial actions taken.

If the service request requires work on the sewer or other City infrastructure, a work order is created. All sewer service requests are logged on the Sewer/SSO Report by the responding field crew. If the service request turns out to not be sewer related, this information is captured on this form and the true nature of the service request identified.

The Chief Utility Maintenance Worker is responsible for maintaining separate files for each completed Sewer SSO Report for five years or as otherwise directed by the CVRWQCB or the SWRCB.

6.10 POST SSO EVENT DEBRIEFING

ref. SWRCB Order No. 2006-0003-DWQ Element 6(d)

Every SSO event is an opportunity to evaluate the City response and reporting procedures. Each overflow event is unique, with its own elements and challenges including volume, cause, location, terrain, climate, and other parameters.

As soon as possible after Category 1 and Category 2 SSO events all of the participants, from the person who received the call to the last person to leave the site, will meet to review the procedures used and to discuss what worked and where improvements could be made in preventing or responding to and mitigating future SSO events. The results of the debriefing will be documented

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including attendees, summary of discussions, action items identified and assignments and schedules for completion) and tracked to ensure the action items are completed as scheduled.

6.11 FAILURE ANALYSIS INVESTIGATION

ref. SWRCB Order No. 2006-0003-DWQ Element 6(d)

The objective of the failure analysis investigation is to determine the “root cause” of the SSO and to identify corrective action(s) needed that will reduce or eliminate future potential for the SSO to recur or for other SSOs to occur.

The investigation will include reviewing all relevant data to determine appropriate corrective action(s) for the line segment. The investigation will include:

- Reviewing and completing the Sanitary Sewer Overflow Report and any other documents related to the incident
- Reviewing the incident timeline and other documentation regarding the incident
- SSO start time documentation
- Reviewing communications with the reporting party and witness
- Reviewing volume estimate, volume recovered estimate, volume estimation assumptions and associated drawings and maps of the impacted area(s)
- Reviewing available photographs and video of the incident
- Interviewing staff that responded to the spill
- Reviewing past maintenance records and SCADA records if utilized.
- Reviewing past CCTV records,
- Conducting a CCTV inspection to determine the condition of all line segments immediately following the SSO and reviewing the video and logs,
- Reviewing any Fats, Oils, Roots and Grease (FROG) related information or results
- Post SSO debrief records
- Documented interviews with the public at the SSO location

The product of the failure analysis investigation will be the determination of the root cause and the identification and scheduling of the corrective actions. The Collection System Failure Analysis Form) will be used to document the investigation.

6.12 SSO RESPONSE TRAINING

ref. SWRCB Order No. 2006-0003-DWQ Element 6(d)

This section provides information on the training that is required to support this Overflow Emergency Response Plan.

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6.12.1 Initial and Annual Refresher Training

The City of West Sacramento's Public Works Department Environmental Services Division (ESD) will schedule and document training sessions for applicable city staff as needed to assist in the awareness of the policies and procedures contained within this SSORP and to ensure that the various personnel involved are aware of their responsibilities and duties. All new employees will receive training before they are placed in a position where they may have to respond. Current employees will receive annual refresher training on this plan and the procedures to be followed.

Affected employees will receive regular training on the following topics by knowledgeable trainers:

- The City's Sanitary Sewer Overflow Response Plan and Sanitary Sewer Management Plan
- Sanitary Sewer Overflow Volume Estimation Techniques
- Researching and documenting Sanitary Sewer Overflow Start Times
- Impacted Surface Waters: Response Procedures
- State Water Resources Control Board Employee Knowledge Expectations
- Employee Core Competency Evaluations on Sanitary Sewer Operations
- Water Quality Sampling Plan

The City will verify that annual safety training requirements are current for each employee, and that employees are competent in the performance of all core competencies. This will be verified through electronic testing, interviews and observations. The City will address, through additional training/instruction, any identified gaps in required core competencies.

6.12.2 SSO Response Drills

Periodic training drills or field exercises will be held to ensure that employees are up to date on these procedures, equipment is in working order, and the required materials are readily available. The training drills will cover scenarios typically observed during sewer related emergencies (e.g. mainline blockage, mainline failure, and lateral blockage). The results and the observations during the drills will be recorded and corrective action items or procedures changes will be tracked to ensure completion and identified in the SSMP Change Log.

6.12.3 SSO Training Record Keeping

Records will be kept of all training that is provided in support of this plan. The records for all scheduled training courses and for each overflow emergency response training event and will include date, time, place, content, name of trainer(s), and names and titles of attendees.

6.12.4 Contractors Working on City Sewer Facilities

All construction contractors working on City sewer facilities will be required to develop a project-specific SSORP, will provide project personnel with training regarding the content of the contractor's SSORP and their role in the event of an SSO, and to follow that SSORP in the event

CHAPTER 6

Element VI: Sanitary Sewer Overflow Response Plan



that they cause or observe an SSO. Emergency response procedures shall be discussed at project pre-construction meetings, regular project meetings and after any contractor involved incidents.

All service contractors will be provided, and required to observe contractor procedures.

6.13 AUTHORITY

- California Health and Safety Code §5410 – 5416
- California Water Code 13271
- Fish and Game Code §5650 – 5656
- State Water Resources Control Board Order No. 2006-0003-DWQ
- State Water Resources Control Board Order No. 2013-0058-EXEC

6.14 REFERENCES

The following information was used to develop this Element:

- *State Water Resources Control Board Order No. 2006-0003-DWQ*, Statewide General Waste Discharge Requirements for Sanitary Sewer Systems, California State Water Resources Control Board, May 2, 2006.
- *State Water Resources Control Board Order No. 2013-0058-EXEC*, Amending Monitoring and Reporting Program for Statewide General Waste Discharge Requirements for Sanitary Sewer Systems, September 9, 2013.

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CHAPTER 7

Element VII: Fats, Oils, and Grease (FOG) Control Program



SWRCB Waste Discharge Requirement:

Each Enrollee shall evaluate its service area to determine whether a FOG control program is needed. If an Enrollee determines that a FOG program is not needed, the Enrollee must provide justification for why it is not needed. If FOG is found to be a problem, the Enrollee must prepare and implement a FOG source control program to reduce the amount of these substances discharged to the sanitary sewer system. This plan shall include the following as appropriate:

- a. An implementation plan and schedule for a public education outreach program that promotes proper disposal of FOG;
- b. A plan and schedule for the disposal of FOG generated within the sanitary sewer system service area. This may include a list of acceptable disposal facilities and/or additional facilities needed to adequately dispose of FOG generated within a sanitary sewer system service area;
- c. The legal authority to prohibit discharges to the system and identify measures to prevent SSOs and blockages caused by FOG;
- d. Requirements to install grease removal devices (such as traps or interceptors), design standards for the removal devices, maintenance requirements, BMP requirements, record keeping and reporting requirements;
- e. Authority to inspect grease producing facilities, enforcement authorities, and whether the Enrollee has sufficient staff to inspect and enforce the FOG ordinance;
- f. An identification of sanitary sewer system sections subject to FOG blockages and establishment of a cleaning maintenance schedule for each section; and
- g. Development and implementation of source control measures for all sources of FOG discharged to the sanitary sewer system for each section identified in (f) above.

7.1 NATURE AND EXTENT OF FOG PROBLEM

The City recognizes FOG as an inherent constituent of a sanitary sewer collection system. The City cleans gravity sewer mains and laterals as part of a routine maintenance program primarily to prevent FOG blockages before they occur. Table 7-1 lists the total number of FOG-related mainline SSOs from 2011 through 2016.

Calendar Year	SSOs caused by FOG
2011	2
2012	1
2013	2
2014	0
2015	0
2016	1

Source: CIWQS, downloaded 7/5/2017

CHAPTER 7

Element VII: Fats, Oils, and Grease (FOG) Control Program



7.2 FOG SOURCE CONTROL PROGRAM - REVIEWS & INSPECTIONS

The City Environmental Services Division developed a Food Service Establishment (FSE) FOG awareness and outreach activity to prevent FOG related SSOs. This activity involves visiting FSE in the City and distributing and explaining the FSE FOG Control Program Information kit. This kit is a training module designed for teaching FSE owners and employees about the proper disposal of FOG.

Public education and outreach remains an integral element of the FSE FOG Control Program. Outreach is provided to FSE staff and management. The legal authority to implement, monitor and enforce the elements of the FOG Control Program is governed in Title 13, Chapter 9 Wastewater Discharge and Regulations of the Municipal Code. This Code chapter provides the legal authority to require FSEs to install grease removal devices and generally regulates FOG discharges to the sanitary sewer collection system.

7.3 RESPONSE TO WDR REQUIREMENTS

Requirement (a): An implementation plan and schedule for a public education outreach program should promote proper disposal of FOG.

Response: The City provides for year-round collection and recycling of residential cooking oil and grease. The availability of this collection bin is advertised quarterly in the City's publication called *City Lights* and as a footer on its sewer bills. The collection bin is serviced by a local rendering company.

Requirement (b): A plan and schedule for the disposal of FOG generated within the sanitary sewer system service area. This may include a list of acceptable disposal facilities and/or additional facilities needed to adequately dispose of FOG generated within a sanitary sewer system service area.

Response: The City provides a residential cooking oil collection receptacle at the City's Public Works Corporation Yard and advertises to its residents the option of taking cooking oil to the Yolo County Central Landfill household hazardous waste drop off events. The City also requires, in Municipal Code Section 13.09.09, that an interceptor shall be installed at businesses where FOG is generated.

Requirements (c), (d), and (e): Requirement (c) is establishment of the legal authority to prohibit discharges to the system and identify measures to prevent SSOs and blockages caused by FOG. Requirement (d) is the ability to require private property owners to install grease removal devices (such as traps or interceptors), design standards for the grease removal devices, maintenance requirements, BMP requirements, record keeping and reporting requirements. Requirement (e) is the authority to inspect grease producing facilities, enforcement authorities, and determination of whether the collection system agency has sufficient staff to inspect and enforce the FOG ordinance.

Response: As addressed in Municipal Code 13.09, the City has legal authority to prohibit FOG discharges to the wastewater collection system, to establish requirements for grease removal devices, to inspect FOG producing facilities, and to carry out enforcement actions.

CHAPTER 7

Element VII: Fats, Oils, and Grease (FOG) Control Program



Requirement (f) and (g): Requirement (f) is an identification of sewer system sections subject to FOG blockages and the establishment of a cleaning maintenance schedule for each section, and Requirement (g) is the development and implementation of source control measures, for all sources of FOG discharged to the sewer system.

Response: The City has identified the gravity sewer mains and laterals that have had recurring, excessive grease in the past. The City cleans these mains as part of a routine maintenance program primarily to prevent FOG blockages before they occur. The City reviews the results of these practices to determine if FOG mitigation through preventative maintenance is adequate and acceptable.

7.4 REFERENCES

The following information was used to develop this Element:

- West Sacramento Municipal Code, Title 13 Chapter 9.
- California Integrated Water Quality System (CIWQS) SSO Report as of July 5, 2016.

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CHAPTER 8

Element VIII: System Evaluation and Capacity Assurance Plan



SWRCB Waste Discharge Requirement:

The Enrollee shall prepare and implement a CIP that will provide hydraulic capacity of key sanitary sewer system elements for dry weather peak flow conditions, as well as the appropriate design storm or wet weather event. At a minimum, the CIP must include:

- a. **Evaluation:** Actions needed to evaluate those portions of the sanitary sewer system that are experiencing or contributing to an SSO discharge caused by hydraulic deficiency. The evaluation must provide estimates of peak flows (including flows from SSOs that escape from the system) associated with conditions similar to those causing overflow events, estimates of the capacity of key system components, hydraulic deficiencies (including components of the system with limiting capacity) and the major sources that contribute to the peak flows associated with overflow events;
- b. **Design Criteria:** Where design criteria do not exist or are deficient, undertake the evaluation identified in (a) above to establish appropriate design criteria; and
- c. **Capacity Enhancement Measures:** The steps needed to establish a short- and long-term CIP to address identified hydraulic deficiencies, including prioritization, alternatives analysis, and schedules. The CIP may include increases in pipe size, I/I reduction programs, increases and redundancy in pumping capacity, and storage facilities. The CIP shall include an implementation schedule and shall identify sources of funding.

Schedule: The Enrollee shall develop a schedule of completion dates for all portions of the capital improvement program developed in (a)-(c) above. This schedule shall be reviewed and updated consistent with the SSMP review and update requirements as described in Section D. 14.

8.1 SYSTEM CAPACITY EVALUATION

Evaluation and capacity assessment of the City's wastewater collection system has been prepared and can be found in the following master plans:

- Sewer Master Plan, 2015
 - Description of the existing wastewater collection system
 - Development of loads for dry weather and wet weather flows
 - Evaluation of dry weather and wet weather flow projections
 - Analysis of existing and future system capacity
 - Recommended asset management and capital improvement program
- Wastewater Master Plan and Connection to the Lower Northwest Interceptor, April 2003
 - Existing and future land use as developed with the City's General Plan Update (2000)

CHAPTER 8

Element VIII: System Evaluation and Capacity Assurance Plan



- Study methodology used to analyze land use, estimate wastewater flows, and assess system capacity
 - Existing and projected flows for current and future levels of development
 - A detailed description of the existing gravity sewers, pump stations, and force main systems
 - Regulatory requirement
 - Recommended sewer maintenance and rehabilitation and replacement projects
 - Recommended wastewater pump station and force main modifications
 - Program costs, implementation schedule, and financing plan
- Southport Sanitary Sewer Master Plan, April 2003
 - Land use and flow development
 - Connections to the SRCSD system
 - Detailed evaluation of sewer basins
 - Interim service plan
 - Preliminary construction cost opinions

8.2 DESIGN CRITERIA

Gravity mains must be sized to carry Peak Wet Weather Flow (PWWF), and therefore are evaluated for capacity under Design PWWF conditions. PWWFs were determined from historical rainfall records and resulted in the definition of a design storm based upon a December 31, 2005 rainfall event. The SECAP also documented and established formal design criteria for evaluating the sewer capacities. This study also defined a rainfall intensity-duration-frequency curve for the West Sacramento hydraulic model.

8.3 CAPACITY ENHANCEMENT MEASURES - CAPITAL IMPROVEMENT PROGRAM

The City prepares an annual list of capital improvement projects that includes projects to address recently identified wastewater collection system capacity issues. Engineering staff prioritize and select the projects to be included on the annual list.

As a part of the Wastewater Collection System Master Plan, the current CIP program was revised to include a new list of capacity-related CIP projects. The City's CIP is detailed in Table 10-1 of the Wastewater Collection System Master Plan, which is included as Appendix E to this Plan.

8.4 REFERENCES

The following information was used to develop this Element:

- Sewer Master Plan, West Yost Associates, 2017;
- Wastewater Master Plan and Connection to the Lower Northwest Interceptor, April 2003; and
- Southport Sanitary Sewer Master Plan, April 2003

CHAPTER 9

Element IX: Monitoring, Measurement, and Program Modifications



SWRCB Waste Discharge Requirement:

The Enrollee shall:

- a. Maintain relevant information that can be used to establish and prioritize appropriate SSMP activities;
- b. Monitor the implementation and, where appropriate, measure the effectiveness of each element of the SSMP;
- c. Assess the success of the preventive maintenance program;
- d. Update program elements, as appropriate, based on monitoring or performance evaluations; and
- e. Identify and illustrate SSO trends, including: frequency, location, and volume.

9.1 PERFORMANCE MEASURES

Effectiveness of a SSMP element in reducing SSO's will be measured by defining, tracking, and evaluating performance indicators for each appropriate element. The indicators that the City will use to measure the performance of its wastewater collection system and the effectiveness of its SSMP are:

- SSOs: Total number, Number for each cause (roots, grease debris, pipe failure, capacity, lift station failures, and other), SSO rate (#/100 miles/year);
- Portion of sewage recovered compared to total volume spilled;
- Volume of spilled sewage discharged to Waters of the State; and
- All indicators for service (lower) laterals, separately from gravity mains, force mains, and lift stations.

9.1.1 Baseline Performance

The historical, or baseline, performance is shown separately for gravity mains, lift stations, force mains, and public laterals. Overall, the performance of the system can be documented through the spill rate per 100 miles per year, as shown on Figure 9-1. The City maintains an average (mean) spill rate of 1.9 SSOs per 100 miles per year, which is far below the Region 5S average of 17.9 SSOs per 100 miles per year and the State average of 6.3 SSOs per 100 miles per year.

CHAPTER 9

Element IX: Monitoring, Measurement, and Program Modifications

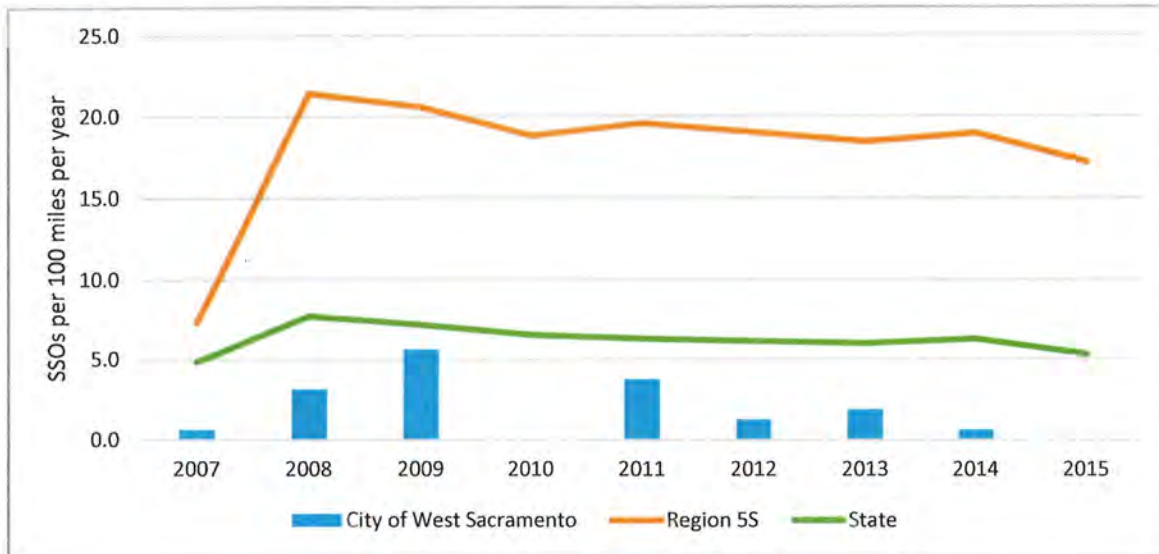


Figure 9-1. Rate of SSOs per 100 miles per Year

9.1.2 Gravity Mains, Lift Stations, and Force Mains

The baseline performance and SSO trends for gravity mains, lift stations, and force mains is shown in Figure 9-2. Apart from 3 spills from force mains in 2011, all spills since have been gravity main SSOs. The number of SSOs has remained relatively constant, with 1 spill per year in 2012, 2013, and 2014 and no spills in 2015.

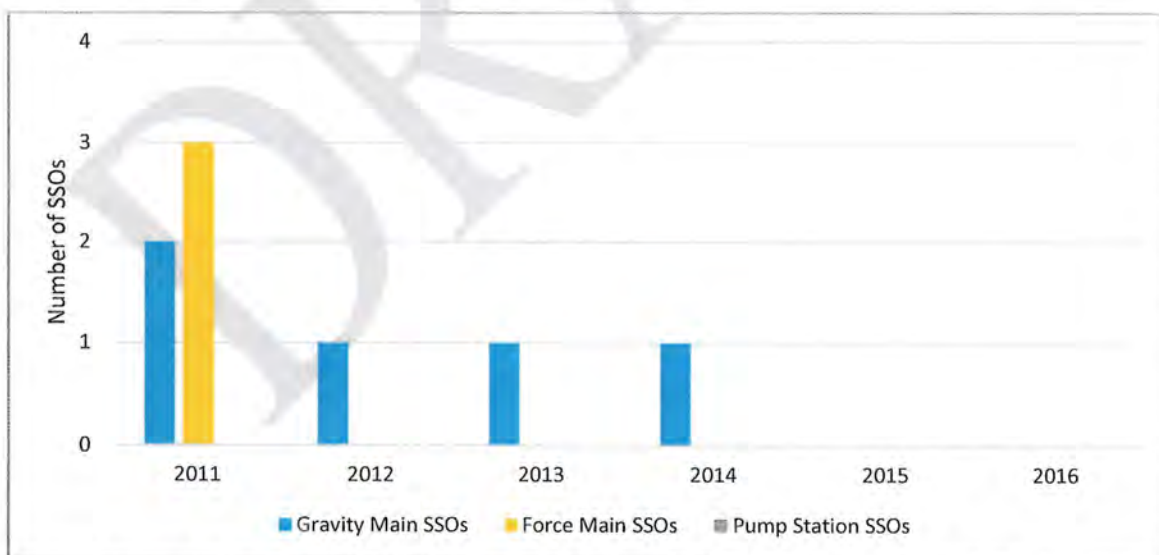


Figure 9-2. Number of Gravity Sewer, Pump Station, and Force Main SSOs

CHAPTER 9

Element IX: Monitoring, Measurement, and Program Modifications



The cause of each SSO is shown in Figure 9-3. Grease has historically been the most common cause, with one spill per year in 2011, 2012, and 2013. Debris is also a leading cause, with two spills over the last five years.

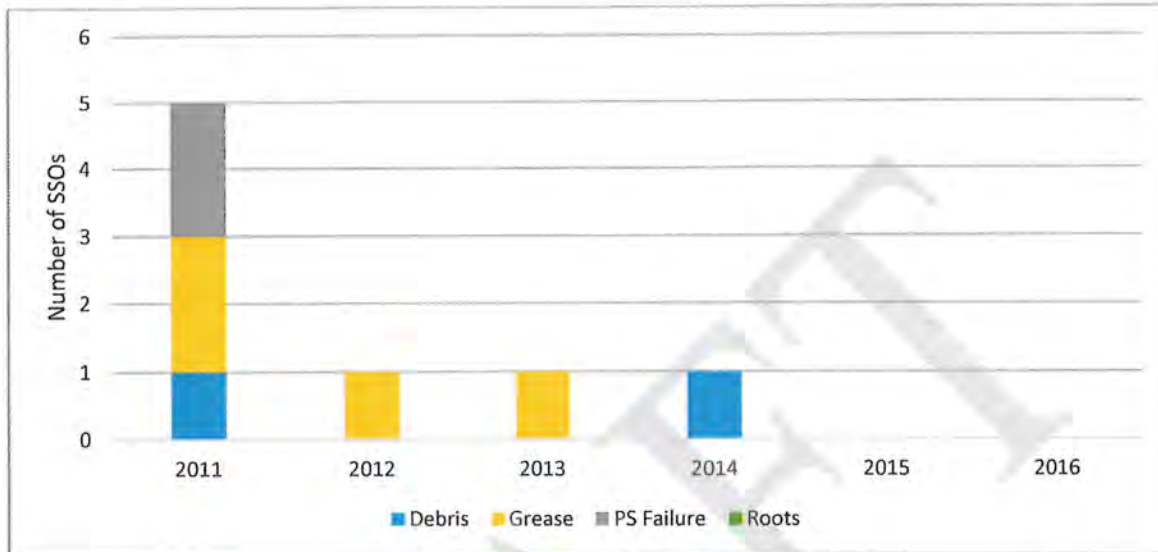


Figure 9-3. Cause of Gravity Sewer, Pump Station, and Force Main SSOs

The total volume of gravity sewer SSOs is shown in Table 12, along with total recovery volume and volume entering surface waters. The 2011 spills were not contained and these volumes were not recovered. However, the spills in 2012, 2013, and 2014 were partially or completely contained. Only a portion (20 gallons) of one spill has entered surface waters since 2011.

Calendar Year	Total Volume, gallons	Volume Contained and Returned to Sewers, gallons	Volume Entering Surface Waters, gallons
2011	280	0	0
2012	200	180	20
2013	800	800	0
2014	2,000	2,000	0
2015	0	0	0
2016	0	0	0

Source: CIWQS, downloaded 7/5/2017

9.1.3 Public Laterals (Service or Lower Laterals)

The baseline performance and trends in the performance measures of public laterals is shown in Figure 9-4 and Table 9-2. As shown in Figure 9-4, the City has a very low rate of public lateral

CHAPTER 9

Element IX: Monitoring, Measurement, and Program Modifications



SSOs, with no public lateral spills in the past 2 years. The volumes of the public lateral SSOs are shown in Table 9-2, which also shows that no public lateral spill has entered surface water.

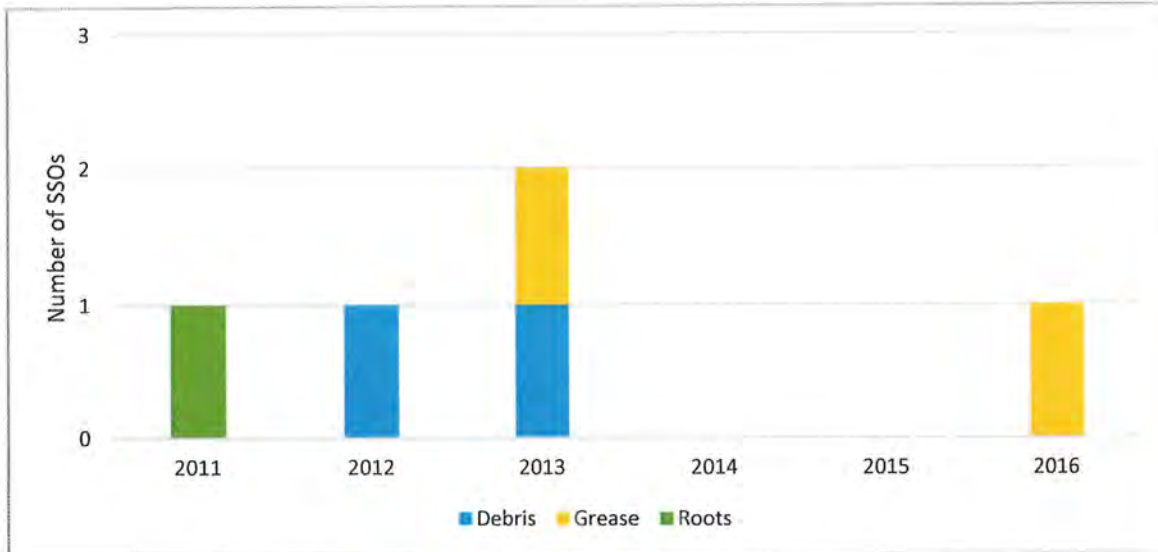


Figure 9-4. Cause of Public Sewer Lateral SSOs

Calendar Year	Total Volume, gallons	Volume Contained and Returned to Sewers, gallons	Volume Entering Surface Waters, gallons
2011	20	0	0
2012	15	0	0
2013	200	200	0
2014	0	0	0
2015	0	0	0
2016	20	20	0

Source: CIWQS, downloaded 7/5/2017

9.2 PERFORMANCE MONITORING AND PROGRAM CHANGES

The City will evaluate the performance of its wastewater collection system at least annually using the performance measures identified in this Element. The City will update the data and analysis at the time of the evaluation and will place the annual performance report in Appendix D of the SSMP.

CHAPTER 9

Element IX: Monitoring, Measurement, and Program Modifications



The City may use other performance measures in its evaluation. The City will prioritize its actions and initiate changes to this SSMP, its operations and maintenance practices, and any related programs based on the results of the evaluation. This will be done as part of the annual self-audit (see Element X).

9.3 REFERENCES

The following information was used to develop this Element:

- California Integrated Water Quality System (CIWQS) SSO Report as of July 5, 2016

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SWRCB Waste Discharge Requirement:

As part of the SSMP, the Enrollee shall conduct periodic internal audits, appropriate to the size of the system and the number of SSOs. At a minimum, these audits must occur every two years and a report must be prepared and kept on file. This audit shall focus on evaluating the effectiveness of the SSMP and the Enrollee's compliance with the SSMP requirements identified in this subsection (D.13), including identification of any deficiencies in the SSMP and steps to correct them.

10.1 AUDITS

The City will audit its implementation and compliance with the provisions of this SSMP every two years as required by the WDR. The audit will be conducted and completed no later than every two years following original adoption by the City Council. Previous City SSMP Audits are now included in Appendix D. The audit will be conducted by a team consisting of City Staff selected from the Public Works Department. The audit team may include members from other departments of the City, outside agencies, or contractors. It is also recommended that an audit of its SSO files to assure that the files are complete, contain all required records as stated in the MRP and that the files contain no extraneous or conflicting documents that are not adequately reviewed and explanations provided be conduct.

The SSMP Audit Report Form, included as Appendix K, is used to guide the audit process and includes the GWDR requirements for each SSMP element. The results of the audit, including the identification of any deficiencies and the steps taken or planned to correct deficiencies will be included in an Audit Report. Upon completion of the audit, the City will include a copy of the Final Audit Report in Appendix D of this SSMP. Modifications and changes to the SSMP will be identified and tracked in Appendix C.

The audit may contain information about successes in implementing the most recent version of the SSMP, and identify revisions that are needed for a more effective program. Information collected can be used in preparing the audit. Tables and figures or charts can be used to summarize information about these indicators. An explanation of the SSMP development, and accomplishments in improving the sewer system, should be included in the audit, including:

- How the sewer system agency implemented SSMP elements since the last audit;
- The effectiveness of implementing SSMP elements;
- A description of the additions and improvements made to the sanitary sewer collection system in the past reporting year; and
- A description of the additions and improvements planned for the upcoming reporting year with an estimated schedule for implementation.

CHAPTER 10

Element X: SSMP Program Audits



10.2 SSMP UPDATES

The City will recertify its SSMP at least every five years from City Council adoption and approval or when substantial changes are made in the SSMP. The City will determine the need to update its SSMP more frequently based on the results of the audits and the performance of its wastewater collection system using information from the Monitoring and Measuring Program in Element IX. In the event that the City decides that an update is warranted, the process to complete the update will be identified, assigned to certain staff and include a schedule for completion. The City will complete the update and take the revisions to the City Council no later one year of identifying the need for an update.

CHAPTER 11

Element XI: Communication Program



SWRCB Waste Discharge Requirement:

The Enrollee shall communicate on a regular basis with the public on the development, implementation, and performance of its SSMP. The communication system shall provide the public the opportunity to provide input to the Enrollee as the program is developed and implemented.

The Enrollee shall also create a plan of communication with systems that are tributary and/or satellite to the Enrollee's sanitary sewer system.

11.1 COMMUNICATION DURING SSMP DEVELOPMENT AND IMPLEMENTATION

The City maintains a website (www.cityofwestsacramento.org) to inform the public about City activities. The City's website is an effective communication channel for providing alerts and news to the public. The website provides important announcements, public hearing notices, links to agendas and minutes for City Council meetings, and other key information for City residents. The City will publish the most up-to-date SSMP on the City website.

Other information provided upon request to interested parties includes: brochures and materials regarding collection system operations and maintenance and contact information and/or opportunities for input into the implementation process. The City will also have brochures and information on collection system programs at various department counters in the City as well as available on the City website.

11.2 COMMUNICATION WITH REGIONAL SAN

Regional San developed and implemented a communications program with its four contributing agencies, including West Sacramento. Regional San holds meetings with representatives from contributing agencies on an as-needed basis to discuss common issues and provide support during the SSMP implementation process. This program is described in the SSMP for Sacramento Regional County Sanitation District, which is included as Appendix L to this Plan.

Regional San and West Sacramento also have policies in place for SSO coordination, which are documented in the operating agreement between Regional San and the City:

When an SSO is reported, the agency receiving the notification will assign an Incident Responder. The Incident Responder will investigate the SSO and take all appropriate steps to respond in accordance with that agency's SSO Standard Operating Procedures. If it is known that the other agency is the responsible party, a transfer of the incident will be formally made.

11.3 REFERENCES

The following information was used to develop this Element:

CHAPTER 11

Element XI: Communication Program



- SSMP for Sacramento Regional County Sanitation District Interceptor System, January 2014.
- SWRCB Order No. 2006-003-DWQ.
- Wastewater Operating Agreement Between the Sacramento Regional County Sanitation District and the City of West Sacramento, 2013.

DRAFT

MEETING DATE: March 21, 2018

ITEM # 10

SUBJECT:


CONSIDERATION OF APPROVAL OF A CONTRACT FOR PROFESSIONAL SERVICES WITH MARK THOMAS & COMPANY, INC. TO DESIGN MEMORIAL PARK ADA UPGRADES

INITIATED OR REQUESTED BY:

Council Staff
 Other

REPORT COORDINATED OR PREPARED BY:

Jeremy Chapdelaine, Senior Project Manager



 Deniz Anbiah, Director of Public Works

ATTACHMENT Yes No Information Direction Action

OBJECTIVE

The objective of this report is to obtain Council approval of a professional service contract with Mark Thomas & Company, Inc. to design and prepare construction plans and bid documents for the Memorial Park ADA Upgrades project.

RECOMMENDED ACTION

Staff respectfully recommends that the City Council:

1. Award the Contract for Professional Services to Mark Thomas & Company, Inc. in the amount of \$180,650;
2. Grant the City Manager or his designee authority to issue monthly progress payments to the contractor; and
3. Authorize the City Manager or his designee to make contract amendments up to 10% (\$18,065) of the value of the contract.
4. Approve an appropriation of \$220,000 in General Facilities Fee Fund towards the design of this project.

BACKGROUND

Due to a court ordered settlement, the City is required to implement ADA improvements to Memorial Park no later than 2020. In order to meet this deadline Landscape Architecture Design and Engineering services are required to design and prepare construction plans and bid documents for the Memorial Park ADA Upgrades project. In addition, Public Works has a large sidewalk and street improvement project slated for the area that will impact accessibility to the park during construction. This will have an impact on all of the activities at Memorial Park but none greater than Little League. The City has been in discussions with the volunteer leadership of West Sacramento Little League regarding the upcoming projects and will continue to work together to find ways to minimize impacts to the neighborhood and this vital program for our City's youth.

ANALYSIS

The design process will begin in March. Stakeholder meetings for public review and comment are planned at the kickoff of design and during the development of the preliminary plans. If more convenient, the public can also submit any questions, comments and/or concerns online to the Project Manager, for consideration during the development of the preliminary plans. Final design will be completed in October, 2018. Bidding and Council award for construction will take place between October, 2018 and January, 2019. Depending on the weather and the final design, construction could be completed as early as late fall 2019. All efforts will be made to work around, and minimize impacts to the West Sacramento Little League season during construction.

A Request for Proposal was sent out to City's six pre-qualified on-call landscape architecture firms February 14, 2018 and proposals were due February 28, 2018. Four of the six on-call firms' submitted proposals and Mark Thomas was ranked number one based on the specified criteria. The proposals were evaluated and ranked by staff from the Public Works/Facility Development and the Parks and Recreation departments. Staff recommends awarding the Contract for Professional Services to Mark Thomas & Company, Inc. This firm has extensive past and current experience working in urban settings. Mark Thomas will lead a comprehensive team of technical disciplines required for design of the park ADA upgrades, including Crawford and Associates, Zeiger Engineers and CalCasp. If approved by the City Council, staff will solicit bids for construction after the proposed scope of

work has been completed. After analysis of construction bids, staff will request the City Council to approve a contract for construction.

Environmental Considerations

Environmental review of the site will be conducted once preliminary design is complete and prior to award of the construction contract.

Commission Recommendation

The Parks, Recreation and Intergenerational Services Commission received an update on the Memorial Park ADA Upgrades Project at the March 6 meeting. When the preliminary plan is completed it will be presented to the Parks, Recreation and Intergenerational Services Commission for review and comment.

Strategic Plan Integration

The Memorial Park ADA Upgrades Project supports the City's vision and goal for, "A Vibrant City Where You Can Live, Work, Learn and Play."

Alternatives

The Council's primary alternatives are summarized below.

1. Approve the recommendations described in this report;
2. Reject the approved actions or direct staff to alter the project. Changes to the proposed scope of services may increase costs and delay construction;
3. Defer or cancel the project. Delays at this stage may lead to increased cost for construction, due to escalating labor, material and fuel prices. Additional delays may also jeopardize completing this project prior to the agreed upon 2020 deadline.

Coordination and Review

This report has been reviewed by the Parks and Recreation Department, Public Works Department, and the Finance Department.

Budget/Cost Impact

The City Council approved the design and construction of the Memorial Park ADA Upgrades for Fiscal Year 2018/19 for a total of \$1.0 million from a combination of funds; including, General Facilities Fee Fund (\$500,000) and Park Impact Fee Fund (\$500,000). Advancement of the design of this project will have no other financial impact on the fund.

Total Uses:

Mark Thomas & Company Contract	\$180,650.00
Contract Amendments	\$ 18,065.00
Staff Costs/Others	\$ 21,285.00
Total Cost	\$220,000.00

ATTACHMENT(S)

1. Contract for Professional Services

CONTRACT FOR SERVICES

THIS CONTRACT is made on March 21, 2018, by and between the CITY OF WEST SACRAMENTO ("City"), and Mark Thomas & Company, Inc. ("Consultant").

WITNESSETH:

WHEREAS, the City desires that Mark Thomas & Company, Inc. provide design service for the Memorial Park ADA Upgrades project;

WHEREAS, the Consultant has presented a proposal for such services to the City, dated February 28, 2018, (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 execution of this Contract by 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.

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 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 for the actual fees, costs and expenses for all time and materials required and expended, but in no event shall total compensation exceed One Hundred Eighty Thousand, Six Hundred Fifty Dollars (\$180,650.00) 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. 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.

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).

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: City of West Sacramento
c/o Jeramy Chapdelaine
1110 West Capitol Ave
West Sacramento, CA 95691

Consultant: Mark Thomas & Company, Inc.
c/o Erik Smith
701 University Ave
Sacramento, CA 95825

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
Mark Thomas & Company, Inc.
March 21, 2018

Date

Mark Thomas & Company, Inc.

Date

Christopher L. Cabaldon, Mayor
City of West Sacramento

Approved as to form:

Jeffrey Mitchell, City Attorney

Attest:

Kryss Rankin, City Clerk

Contract for Services
Mark Thomas & Company, Inc.
March 21, 2018

EXHIBITS



PROJECT UNDERSTANDING

Memorial Park is an existing 4 acre multi-use, neighborhood park that, due to its current use as the main Little League baseball facility for West Sacramento, functions as a community park. Over the years, the park has gone through various programming additions and functional enhancements without significant improvements to accessibility. As such, the primary purpose of this project is to bring the park into compliance with current ADA/ Title 24 requirements.

Current uses within the park include: Little League baseball, informal sport activities, basketball (1/2 court), horseshoe pits, play area, and general passive neighborhood activity. The RFP identifies many improvements and upgrades necessary to bring the park up to current standards. In subsequent conversations with the City, we have identified the following core desired improvements:

- Sidewalks on the park side of Regent and Euclid Streets
- Off street or angle-in accessible parking
- Accessible path of travel to and around various play field elements and replacement or reconstruction of those elements that are non-compliant (e.g., dugouts, bullpens, scorekeepers booths, and bleachers). *Note: rehab of some existing elements like the sunken dugouts will require the services of Mark Thomas' in-house structural engineers.*
- Pedestrian level lighting throughout the park
- New prefab restroom building
- Concession stand either as part of the restroom or stand alone. Concessions will include a sink, floor drain, and electrical outlets. Structure is not subject to County Health review.
- A concrete pad for future concessions
- Trash enclosure
- An area for storage container
- Hydration station in place of current drinking fountains
- Picnic facilities with rigid shade structure
- Accessible path of travel to the existing playground, existing basketball court, and new picnic facilities
- Enhanced site security features
- Removal and replacement of any sick or dangerous trees
- Trash receptacles will require a 10ft wide vehicle rated paved access path

There are additional programming elements listed in the RFP and discussed with City staff that may be considered during the design process however it is uncertain if available funding is sufficient to fund these improvements. include:

- New covered play structure with inclusive features
- Rehabilitation or replacement of one or more of the existing backstops
- Sidewalks on the park side of Delaware and Alabama Streets
- Covering of the new scorekeepers booths
- Other park amenities, as determined through the planning and design process

Concurrent Studies and Projects

The Parks and Recreation Department is currently developing a Parks and Recreation Master Plan and as part of that process conceptually designing a future community park at Westmore Oaks Elementary School. These concurrent design efforts may further identify other improvements that will need to be considered during the preliminary design phase.

Additionally, the City is in process of developing an ADA Transition Plan that will inventory and assess the existing barriers in the public right of way and at public buildings and prioritize improvements and the removal



of barriers. We do not anticipate significant impacts of this plan on the park process but given its nature, we will review the status and confer with the Transition Plan's manager at the City to identify and understand any pertinent issues.

Finally, the City has begun the process of designing roadway improvements around Memorial Park. It will be critical that Mark Thomas coordinate the park's design efforts with those of the roadway to avoid conflicts.

Rehabilitation Options

New improvements in older parks always lead to some level of rehabilitation of the existing elements, whether they be irrigation, backstops, electrical systems, etc. Our team of landscape architects has been the leader in the implementation of rehabilitation projects throughout Northern California.

These projects are unique because they require analyzing all the existing systems and designing and integrating new improvements. If not done properly, the design can expose the City to many unforeseen change orders and delays during construction. Our in-house irrigation design, landscape architecture, civil engineering, land surveying, and structural engineering staff give us the expertise needed for this project.

Schedule and Budget Management

The project is on a critical schedule deadline for completion of construction by 2020. To maintain control of the schedule and ensure momentum is maintained, one of the first tasks we accomplish before we even meet for the kickoff meeting is to develop a detailed project schedule. From there, we will update it on a monthly basis and inform staff to resolve any significant impacts to the timing of the scheduled delivery of the project. Weekly reviews of project schedules, identification of critical path tasks and frequent communication with City staff help to ensure milestones are met. We have found that creating a realistic schedule, based on previous experience, is a cornerstone to managing the entire process and measuring its success.

In today's market of rapidly increasing construction costs, we view the need to marry innovative design with the project's budget as our responsibility. We will help the City to manage important design decisions and priorities. Detailed and accurate construction cost estimates based on our extensive bid result database will be delivered at key milestones to allow staff to track important design decisions in a measurable way.

Stakeholder Input

Consensus building is a major component of any park planning effort. Achieving support will rely on a transparent, defensible design process designed to solicit input from the various interest groups at the most appropriate junctures. Project stakeholders, like West Sacramento Little League, will have concerns that will need to be addressed in an appropriate fashion. By listening, responding, and showing the plan is taking their concerns to heart, credibility and support are cultivated together over time to provide the greatest chance for success.

Crime Prevention Through Environmental Design (CPTED)

With a firm and practical understanding of design strategies like visibility, defensible space, access management, lighting, signage and wayfinding, and maintainability, our team of proven design professionals will work with staff and stakeholders to understand any security concerns and determine how best space, structures, activities and access may contribute to the level of public safety desired.



SCOPE OF WORK

Mark Thomas has prepared the following scope of work based upon the information provided in the RFP, our phone conversations, and site observations. Deliverables are listed at the end of each task phase.

Task 1.0 Project Management and Information Gathering

1.01 - Project Coordination

Mark Thomas will provide initial contract negotiation, billings and project set up as associated with the listed Scope of Services within this task.

1.02 - Project Management

Mark Thomas will coordinate and manage the project team. In addition to ongoing general coordination, Mark Thomas will prepare monthly status reports addressing the progress of the project, project schedule, identify decisions that must be made to keep the project on schedule, and a list of work that has been accomplished in the previous month and forecasted for the upcoming month.

A critical path method schedule will be maintained and updated throughout the life of the project to track progress. Finished tasks will be shown as complete and tasks on the horizon will be highlighted to identify potential challenges that could cause delays.

1.03 - Staff Meetings

Mark Thomas will attend project meetings with City staff and others as noted below to review and establish information for the development of the proposed project.

We will begin with a project kick-off meeting to be sure of a mutual understanding of the intended purposes, protocols, standards, objectives, milestones, scope of improvements, construction budget, potential bid alternates, and deliverables of the project. At the project kick-off meeting, Mark Thomas will distribute a master Critical Path Method (CPM) schedule as a draft for review by the City. The draft CPM schedule will then be updated using comments received.

Thereafter, meetings will generally be held at key project milestones. Mark Thomas will take the lead in conducting the meetings including preparation and distribution of the meeting agenda, arrangement of

attendance of meeting participants, and preparation and distribution of meeting summaries, including the recap of actions to be taken prior to the next meeting. This scope assumes the following meetings (6 total):

- Kickoff meeting
- Draft Concept Plans
- Final Concept Plans
- 80% submittal construction document review
- 100% submittal construction document review
- One additional meeting as warranted

1.04 - Stakeholder Meetings

Mark Thomas will attend up to two (2) meetings with stakeholder representatives and City staff to develop the scope of improvements.

The first meeting will focus on the gathering of information from the stakeholders. Information may include: opportunities, issues, maintenance concerns, goals, discussion of needed improvements, schedule, and other items that may be added to the agenda at the time of the meeting.

The purpose of the second meeting will be to review the three draft concept designs and receive input for refinement prior to preparing the final drafts for City consideration. Potential phasing will also be discussed. These two meetings will be held separately from the staff meetings of task 1.03.

1.05 - Topographic Survey

Mark Thomas will prepare a topographic survey of the project area. Survey will document overall site, existing features, contours at 1ft intervals, locations of existing site features, and existing utilities (above and below ground). Limits of the survey will be extended to the center of the perimeter roadways.

Utility potholing and boundary survey is not included in the scope of work. The site is owned in full by the City and therefore no title research or delineation of easements is necessary.



1.06 - Data Collection

Mark Thomas will collect from City staff relevant background documents. Relevant documents may include:

- Property information including parcel maps with easements
- Prior planning studies and conceptual plans
- Pertinent information gathered from the on-going parks and rec master plan update
- Conditions documents (including a complete copy of the Memorial Park Field Verification Report completed on 9/8/09)
- Utility information
- As-built plans
- Other information as available from City archives (including records of previous public outreach efforts relevant to this project)

We will catalog documents and identify additional required references. Through this task we will assist the City in identifying a concise program for the site that meets today's needs.

1.07 - Field Investigation and Site Analysis

Mark Thomas will perform a field investigation to address all areas of a formal site analysis, including site features, field verify topographic survey elements, and photographic survey of the site for in-house study and reference. Any deviations from normal findings will be recorded for discussion with the City.

1.08 - Geotechnical Evaluation

Mark Thomas will provide the services of a geotechnical engineer (Crawford & Associates) to conduct up to three (3) borings, evaluate the geotechnical conditions of the site, and provide recommendations for footing design of the park's structural elements.

1.09 - Existing Tree Assessment

Mark Thomas will provide the services of a certified arborist to evaluate and assess the health and condition of the park's existing trees and provide recommendations regarding these trees.

TASK 1 DELIVERABLES

- One scaled hardcopy and one DWG version of the topographic survey
- One PDF version of a Geotechnical Summary Memorandum
- One PDF version of the Tree Assessment Report

Task 2.0 - Preliminary Design

2.01 - Administrative Draft Conceptual Design Plans

Mark Thomas will develop three (3) black and white administrative draft conceptual design plans of the park site at 20 scale and present them to City staff for review and comment.

2.02 - Site Electrical Assessment

Mark Thomas will provide the services of an electrical engineer (Zeiger Engineers) to evaluate the existing electrical components and elements for impacts and the addition of proposed improvements and make recommendations for adjustments and upgrades as necessary.

2.03 - Administrative Draft Cost Estimates

Mark Thomas will compile budgetary cost estimates for all three conceptual designs. We will distinguish between those line items for addressing immediate ADA deficiencies as identified in the RFP and those additional items to be considered also listed in the RFP.

2.04 - Draft Conceptual Design Plans and Cost Estimates

Based on input received from City staff, Mark Thomas will refine and color render the Conceptual Design Plans and update the cost estimates for discussion and comment in the second stakeholder meeting.

2.05 - Final Preliminary Design Plans and Cost Estimates

Based on input received in the second stakeholder meeting, Mark Thomas will refine and color render the concepts as Final Preliminary Design Plans, prepare a diagrammatic phasing plan of the park improvements, and update the cost estimates accordingly.



TASK 2 DELIVERABLES

- Administrative Draft Conceptual Design Plans and Estimates
 - Five 11x17s of each concept alternative
 - One 24x36 of each concept alternative
 - One PDF of each concept alternative
 - Five 8.5x11s of each estimate
 - One PDF of each estimate
- Draft Conceptual Design Plans and Estimates
 - Five 11x17s of each concept alternative
 - One 24x36 of each concept alternative
 - One PDF of each concept alternative
 - Five 8.5x11s of each estimate
 - One PDF of each estimate
- Final Preliminary Design Plans and Estimates
 - Five 11x17s of each concept alternative
 - One 24x36 of each concept alternative
 - One PDF of each concept alternative
 - Five 8.5x11s of each estimate
 - One PDF of each estimate

Task 3.0 - Construction Documents

3.01 - 80% Submittal

Upon completion of the preliminary design phase and receipt of direction from City staff regarding which plan alternative to carry forward, Mark Thomas will proceed to prepare 80% level construction documents. Submittal will include:

- Cover Sheet
- Demolition Plan
- Erosion and Sediment Control Plan and Details
- Grading and Drainage Plan and Details
- Site Construction Plan and Details
- Irrigation Plan, Equipment List, and Details
- Planting Plan, Plant List, and Details
- Site Electrical Plans and Details
- Technical Specifications, CSI format (“up-front sections (invitation, bond forms, general conditions, etc.) to be provided by the City)
- Estimate of Probable Construction Costs

On-site drainage calculations will be prepared by our in-house civil engineers. It is assumed that the receiving storm drain pipe has sufficient capacity to

accommodate the flows and no further analysis for drainlines outside the park limits will be required. Our landscape architects will prepare parking lot grading and layout design with quality control review provided by our in-house civil engineers. Structural design for built elements such as reconstructed sunken dugouts will be provided by our in-house structural engineers.

3.02 - Accessibility Review and QA/QC

Upon completion of the 80% plans, Mark Thomas’ CASp consultant (CalCasp) will perform a complete accessibility compliance peer review. All comments will be cataloged and cross-checked for completion prior to our 100% submittal. Our outside peer review expert will also provide a final review of the bid plans and specifications and a certification letter to the City.

3.03 - 100% Submittal

Based on comments received from the 80% submittal, Mark Thomas will refine construction documents listed in task 3.01 to a 100% level. We will also prepare a contract bid form and submit with the technical specifications.

3.04 - Stormwater Pollution Prevention Plan (SWPPP)

As an optional task, Mark Thomas will prepare the project’s SWPPP and State Water Board Coordination for the WDID application, and uploading the SWPPP to the State’s SMARTS website.

3.05 - Final Bid Set Submittal

Based on comments received, Mark Thomas will finalize construction documents as a complete bid set.

TASK 3 DELIVERABLES

- 80% Submittal
 - Three (3) hard copy sets of 24x36 plans
 - Three (3) hard copy sets of 8 ½ x 11 technical specifications and cost estimate
 - One PDF copy of the set



- 100% Submittal
 - Three (3) hard copy sets of 24x36 plans
 - Three (3) hard copy sets of 8 ½ x 11 technical specifications, bid form and cost estimate
 - One PDF copy of the set
- Final Bid Set Submittal
 - One hard copy set of 24x36 plans, stamped and wet signed
 - One hard copy set of 8 ½ x 11 technical specifications, bid form and cost estimate (transposed onto bid form)
 - One electronic copy of the set
 - Accessibility Review Memo
 - Stormwater Pollution Prevention Plan
 - AutoCAD and MS Word files of the complete set

- Participate in final inspection and make a recommendation to the City of project acceptance.

4.03 - Post Construction Assistance

Mark Thomas will prepare Record Drawings for the City after construction is complete. These drawings will be based on red-lined as-builts provided by the City construction manager or City contractor. Record drawings will be prepared with AutoCAD, plotted on mylar, and submitted to the City for records.

ADDITIONAL SERVICES

All tasks not specifically noted above could be performed as additional services. These tasks include, but are not limited to, all revisions or additional submittals required by the City or any other agency's review, building or other permit processing, other meetings, additional design studies, or other tasks not specifically noted in the foregoing scope. These services would be billed hourly or on a lump sum fee basis to be documented in a written amendment to the agreement.

Task 4.0 - Bidding and Construction Assistance

4.01 - Bidding Assistance

Mark Thomas will:

- Coordinate with City and provide consultation during the bidding process.
- Assist with pre-bid questions, clarifications, and necessary addenda.
- Attend pre-bid meeting.

4.02 - Construction Assistance

Mark Thomas will:

- Attend Pre-construction meeting.
- Review submittals.
- Provide consulting during the construction phase of the project, including providing written responses to the City regarding Requests for Information from the Contractor and assist City staff in preparing Change Orders as required.
- Perform periodic construction visits (assume up to three during the construction period) to observe and evaluate the ongoing construction and attend job meetings. Prepare a short report of field observations and submit to City staff.
- Attend a substantial completion review of the project and assist City staff to prepare 'Punch List' of remaining items to be completed.

MEMORIAL PARK ADA IMPROVEMENTS COMPENSATION SUMMARY

The following is a summary for professional fees to provide those services listed in the proposal. These fees are based on the anticipated level of effort for those “core improvement” items listed in the RFP’s introduction, “bullet #1” (including the structural redesign of exiting sunken dugouts), and a total project budget of \$1 million (includes construction costs, City admin, professional fees, and other ancillary costs). For structural items, these fees do not included costs associated with processing building permits.

1.0 Project Management and Info Gathering	
Mark Thomas	\$14,000
Topographic Surveyor (Mark Thomas)	\$14,200
Geotechnical Engineer (Crawford & Associates)	\$14,700
Arborist (Tree Care, Inc)	\$2,000
Subtotal for Task 1.0 (hourly, not to exceed)	\$44,900
2.0 Preliminary Design	
Mark Thomas	\$22,900
Electrical Engineer (Zeiger Engineers)	\$4,000
Subtotal for Task 2.0 (hourly, not to exceed)	\$26,900
3.0 Construction Documents	
Mark Thomas	\$72,800
Structural Engineer (Mark Thomas)	\$10,800
Electrical Engineer (Zeiger Engineers)	\$7,000
CASp Consultant (CalCasp)	\$3,850
Subtotal for Task 3.0 (hourly, not to exceed)	\$94,450
4.0 Bidding and Construction Assistance	
Bidding	\$2,600
Construction	\$6,800
Subtotal for Task 4.0 (hourly, not to exceed)	\$9,400
5.0 Additional Services	
TBD	
Subtotal for Task 5.0 (hourly, not to exceed)	TBD
6.0 Reimbursable Expenses (allowance)	
Mark Thomas	\$5,000
Subtotal for Task 6.0 (allowance)	\$5,000
TOTAL COMPENSATION	\$180,650

EXHIBIT B

Schedule of Performance

Task 1: Start-up & Preliminary Design	10-12 weeks from receiving a fully executed agreement.
Task 2: Preparation of Construction Documents	Within 10-12 weeks of completing Task 1.
Task 3: Bidding	Within 10-12 weeks of completing Task 2.
Task 4: Construction	Within 12-40 weeks of completing Task 3.
Task 5: As-Builts/Project Closeout	Within 14-16 weeks of completing Task 4.
	Estimated Date of Project Completion December 31, 2020

Contract for Services
Mark Thomas & Company, Inc.
March 21, 2018

EXHIBIT C

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: _____
Mark Thomas & Company, Inc.

EXHIBIT D

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: March 21, 2018

ITEM # 11

SUBJECT:**CONSIDERATION OF AN INFORMATION ITEM ABOUT THE REGIONAL BIKE SHARE SYSTEM****INITIATED OR REQUESTED BY:**

Council Staff
 Other

REPORT COORDINATED OR PREPARED BY:

Chris Dougherty, Senior Transportation Analyst



 Deniz Anbiah, Director of Public Works

ATTACHMENT Yes No Information Direction Action

OBJECTIVE

The objective of this report is to give the City Council information about the status of the Regional Bike Share System.

RECOMMENDED ACTION

Staff respectfully recommends that the City Council receive the information on the Regional Bike Share System.

BACKGROUND

The Regional Bike Share is a membership based bike share system that offers a flexible mobility element in the region. In May 2017, the Regional Bike Share system launched as a preview and was branded as the Tower Bike Share. The preview system launched with 50 bikes between West Sacramento and Sacramento. The project is led by the Sacramento Area Council of Governments (SACOG) who has contracted with Social Bicycles (SoBi) as the operator of the regional bike share system.

While initially designed as a publically owned regional bike share system, in April of 2017, SoBi approached SACOG with a Public/Private Partnership model where SoBi would launch a self-funded system with a 900 bike share fleet within the Cities of Sacramento, Davis, and West Sacramento. In October 2017, SACOG and SoBi executed an agreement to operate the regional bike share system under a new brand named "Jump" which includes a 100% electric assist bike fleet. The full system launch is expected to be on May 15, 2018 for the initial 300 bikes and the remaining 600 bikes to be deployed in summer of 2018. The price for the user is expected to be \$2 for the first 30 minutes and \$0.07 per minute after.

ANALYSIS

West Sacramento is slated to have 60 Jump bikes at the time of the May 15 launch with the number increasing to 150 at the full system deployment by summer. To prepare for the May 15 launch, staff is currently working with SACOG staff, Jump Staff, and Toole Design Group (who is contracted by SACOG for planning and permitting). The system area is currently in development but in West Sacramento will include the Riverfront Districts, Civic Center, Bryte and Broderick, and areas of West Capitol Avenue. The proposed system area balances the need to provide availability for users while also providing ample coverage to reach not only downtown cores, but also disadvantaged communities. A map of the proposed hubs in West Sacramento is included in Attachment 1. The hubs are expected to be installed in three waves, the first wave will meet the need for the initial 300 bikes and will be installed in the first week in May.

The system area is planned to have 150 hubs across the three partner cities with 20%-40% of those hubs to be Jump specific charging docks. The remainder of the hubs will be either the "corral" style rack or the "wave" style rack. The corral style hub offers twice the amount of bike parking and is significantly less expensive but the wave style rack can be used in areas where parking a bicycle incorrectly could cause it to encroach into the roadway or the sidewalk. It is staff's recommendation to utilize the wave style rack only when the other styles of racks cannot be used to maximize the amount of public bicycle parking in the service area. The graphic on attachment 2 shows all three styles of hubs.

To permit the hubs and the operation of bike share within West Sacramento, it is anticipated that the City will enter into a license agreement with both SACOG and Jump. The City will require two separate license agreements due to the ownership of the bike share hub assets after launch. Jump will retain ownership of the powered charging hub locations and SACOG will turn over the ownership of the non-powered hubs to the City. This approach will provide West Sacramento with ample locations to park bike share bikes as well as a significant amount of public bicycle parking throughout the service area.

Bike Share is one of several new mobility options expected to launch in spring 2018 in West Sacramento. The West Sacramento/Via On-Demand Rideshare Pilot is expected to launch on May 14, 2018, providing on-demand, flexible transportation throughout the City. City Council recently authorized the City Manager to negotiate with LimeBike for Electric Scooter Share service in West Sacramento. Unlike the e-scooter system, which are located and unlocked with a smartphone application, the regional bike share system will rely on hubs for the parking of the bikes. While the City is in the process of negotiating with LimeBike at the drafting of this report, if approved this service could begin as early as May 2018. While each of these mobility elements are unique in who they aim to serve, all of these services are aimed at reducing vehicle miles travelled (VMT) by providing a viable alternative to driving, and improving access for residents by introducing more sustainable, affordable mode choices. Staff is working in concert with these new mobility options to ensure that any cross-promotional activities are leveraged to encourage linked multi-modal trips.

Commission Recommendation

The Transportation, Mobility, and Infrastructure Commission has been given several verbal updates on the status of the regional bike share system. Staff is expected to present a final update to the Transportation, Mobility, and Infrastructure Commission in May, prior to the system launch.

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.

Environmental Considerations

SACOG is the lead agency for this project and will be filing all necessary CEQA documentation.

Alternatives

- 1) Accept this informational item about the Regional Bike Share System,
- 2) Elect not to accept this informational item at this time.

Coordination and Review

This report was prepared by the Public Works Department with coordination with the Community Development Department.

Budget/Cost Impact

The proposal has no monetary impact for the City

ATTACHMENT(S)

- 1) Proposed Bike Share Hub Locations
- 2) Graphic of the Bike Share Hub Options



Phase

- First Wave
- Second Wave
- Third Wave

Corral Racks

Meet the Bike



JUMP Wave Rack Hub



JUMP

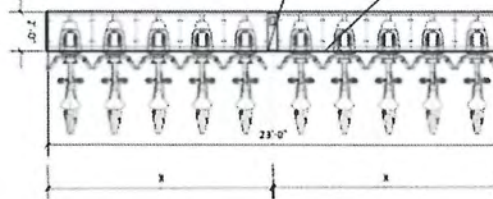
JUMP Charging Dock

Isometric Bike View



Power Connection

Stub 1" conduit
7" to 10" from
concrete edge



MEETING DATE: March 21, 2018

ITEM # 12

SUBJECT:

CONSIDERATION OF THE TERMS OF AGREEMENT AND ADOPTION OF THE MEMORADUM OF UNDERSTANDING BETWEEN THE CITY OF WEST SACRAMENTO AND THE WEST SACRAMENTO FIREFIGHTERS' ASSOCIATION- LOCAL 522

INITIATED OR REQUESTED BY:

[] Council [X] Staff

[] Other

REPORT COORDINATED OR PREPARED BY:

Liane Lee, Human Resources Manager



Amanda Berlin, Assistant City Manager

ATTACHMENT [X] Yes [] No

[] Information

[] Direction

[X] Action

OBJECTIVE

The purpose of this report is to seek City Council consideration and approval of a twenty-six (26) month labor agreement with the West Sacramento Firefighters' Association- Local 522.

RECOMMENDED ACTION

Staff respectfully recommends that the City Council:

1. Approve the terms of the agreement and adopt the Memorandum of Understanding between the City of West Sacramento and the West Sacramento Firefighters' Association- Local 522 effective April 1, 2017 through May 31, 2019;
2. Direct staff to incorporate these terms into the Salary ranges for each Local 522-represented job classification (the Classification Plan) and return with an updated Classification Plan and Benefits Summary for approval at a subsequent City Council Meeting; and,
3. Approve and amend the approved biennial budget for Fiscal Year 2017/18 for \$355,095 and Fiscal Year 2018/19 for \$367,538.

BACKGROUND

The current Memorandum of Understanding (MOU) between the City of West Sacramento (City) and the West Sacramento Firefighters' Association- Local 522 (Union) expired on March 31, 2017. Negotiations commenced on February 2, 2017. A tentative agreement was reached on January 22, 2018. Represented members of the Union ratified the tentative agreement on February 2, 2018.

ANALYSIS

The City and the Union agreed to a twenty-six (26) month contract effective April 1, 2017 through May 31, 2019. Key points of the tentative agreement are as follows:

1. Effective the first pay period after ratification and approval by the City Council, all bargaining unit members will receive three thousand seven hundred forty dollars (\$3,740) of non-PERSable compensation as a signing bonus.
2. Effective the payroll period inclusive of February 17, 2018 and upon approval by the City Council, all bargaining unit members will receive a 1% salary increase.
3. Effective the first pay period in July 2018, all bargaining unit members will receive a one-time, non-PERSable, lump sum, mid-contract term bonus in the amount of three-thousand dollars (\$3000).
4. City will implement a vacation buyback pilot program for this MOU contract period only. For the contract term, shift employees may sell back 72 hours annually of vacation and those on a 40-hour workweek may sell back 48 hours of vacation (in both calendar years 2018 and 2019), provided that shift employees retain at least 72 hours and 40-hour workweek employees retain at least 48 hours in their respective vacation banks. Employees may elect to sell back such vacation on a quarterly basis.

The vacation buyback is a pilot program projected to be either cost neutral or a cost savings. Per the MOU, annual vacation leave must be used from year to year as accumulated. Thus, employees currently must schedule all their annual vacation and those shifts must be backfilled by employees paid overtime. When this occurs, the City pays the employee straight time for vacation hours and pays the backfill employees at the overtime rate. By allowing employees to sell back some vacation hours annually, the need to pay overtime to backfill employees is reduced resulting in a potential cost savings. Staff will monitor the program and cost savings effectiveness during the term of the agreement.

Environmental Considerations
Not applicable

Commission Recommendation
Not applicable

Strategic Plan Integration

These recommendations support the City's Mission of a City government that is financially sound, has a superior workforce and is recognized as a regional leader.

Alternatives

The City Council may choose to accept or reject any or all of the terms of the agreement. However, should the terms of this agreement be rejected or modified, the City and the Union will have to reopen negotiations.

Coordination and Review

Representatives of the West Sacramento Firefighters' Association and the City have agreed to the terms of this agreement. The membership of the Union has ratified the tentative agreement.

Budget/Cost Impact

The approval of the MOU with the West Sacramento Firefighters' Association- Local 522 will result in a total appropriation of \$ 355,095 in Fiscal Year 2017/18 (\$29,320 ongoing costs and \$ 325,095 in one-time costs including \$194,480 for one-time money and up to \$131,295 for vacation sellback) and \$367,538 in Fiscal Year 2018/19 (\$80,243 ongoing costs and \$287,295 in one-time costs including \$156,000 in one-time money and up to \$131,295 for vacation sellback). The vacation sellback is not anticipated result in this amount of increased expense during the term of the MOU due to the fact that any sellback of vacation hours will result in a decrease in overtime costs. All the funding for the MOU adjustments is from the one-time money received from the Port of West Sacramento for the loan repayment (\$500,000) and the unallocated General Fund balance.

ATTACHMENT(S)

1. Memorandum of Understanding (Redline)
2. Memorandum of Understanding (Clean)

**MEMORANDUM
OF
UNDERSTANDING**



BETWEEN

**THE CITY OF WEST SACRAMENTO
AND
LOCAL 522 / WEST SACRAMENTO
FIREFIGHTER'S ASSOCIATION**

Effective ~~April 1-July 1, 2015~~ through ~~March-May 31, 2017~~

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1. RECITALS

- 1.1. This memorandum of Understanding is entered into by and between the City of West Sacramento, hereinafter referred to as the "CITY" and Local 522, hereinafter referred to as the "Local 522."
- 1.2. The City Council, or its designated agent(s) shall represent the City.
- 1.3. Local 522, or its designated agent(s) shall represent the employees in the bargaining unit represented by Local 522.
- 1.4. The City recognizes Local 522 as the sole and exclusive bargaining agent for all full-time employees of the City who are in the Firefighter, Fire Engineer, and Fire Captain classifications.
- 1.5. This Memorandum of Understanding shall be binding upon any successor employee organization, which is designated by Local 522 during the term of this agreement as their representative of the members of which they have been designated to represent. Recognition by the City of any successor employee organization to Local 522 shall be based upon that organization's adherence to all provision(s) of this agreement.

2. MANAGEMENT RIGHTS

Except as otherwise limited by a specific term of a labor agreement, the City has, and retains the sole and exclusive rights and functions of management, including, but not limited to, the following:

- To determine the nature and extent of services to be performed, as well as the right to determine and implement its public function and responsibility.
- To manage all facilities and operations of the City, including the methods, means and personnel by which the City operations are to be conducted.
- To schedule working hours and assign work.
- To establish, modify, or change work schedules or standards.
- To direct the workforce, including the right to hire, assign, promote, demote, or transfer an employee.
- To determine the location of all work assignments and facilities.

- To determine the layout and the machinery, equipment or materials to be used.
- To determine processes, techniques, methods and means of all operations, including changes, allocations, or adjustment of any machinery or equipment.
- To determine the size and composition of the work force.
- To determine policy and procedures affecting the selection or training of employees.
- To establish, assess and implement employee performance standards, including, but not limited to, quality and quantity standards; the assessment of employee performances; and the procedures for said assessment.
- To control and determine the use and location of City employees, property, material, machinery, or equipment.
- To schedule the operation of, and to determine the number and duration of shifts.
- To determine and enforce safety, health, and property protection measures and require adherence thereto.
- To transfer work from one job site to another or from one location or unit to another.
- To introduce new, improved, or different methods of operations, or to change existing methods.
- To lay-off employees from duty for lack of work, lack of funds, or any other reason.
- To reprimand, suspend, discharge, or otherwise discipline employees.
- To discharge probationary employees without right of appeal.
- To establish, modify, determine, or eliminate job classifications and allocate City positions to such classification.
- To promulgate, modify, and enforce work rules, safety rules, and regulations.
- To take such other and further action as may be necessary to organize and operate the City in the most efficient and economical manner and in the best interest of the public it serves.
- To take all necessary actions to prepare for and carry out its mission in emergencies.

- To contract or subcontract construction, services, maintenance, distribution, or any other work with outside public or private entities.
- No Arbitrator shall have the authority to diminish any of the City rights included in this section.

Any agreement by the City to meet and confer or meet and consult over the effect of the exercising of a City right shall not in any way impair the right of the City to exercise and implement any of its rights.

3. LOCAL 522 RIGHTS

3.1. Agency Shop

3.1.1. Implementation

All employees subject to the MOU must either join Local 522, pay a service fee to Local 522 or execute a written declaration claiming a religious or personal exemption from this requirement. Any employee hired by the City, subject to this MOU shall be provided through the Human Resources Division a notice advising that the City has entered into an Agency Shop agreement with Local 522. Such notice shall include a form for the employee's signature authorizing payroll deduction of Local 522 dues or a service fee.

Said employee shall have ten (10) working days following the initial date of employment to fully execute the authorization form of his choice and return said form to the Human Resources Division.

The effective date of dues, service fee deductions or charitable contribution for such employees shall be the beginning of the first pay period inclusive of the date on which the City's Human Resources Division receives the signed authorization form. The employee's earnings must be sufficient, after other legal and required deductions are made, to cover the amount of the dues or service fees authorized.

When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings.

In the case of an employee who is in a non-pay status during only part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over Local 522 dues and service fees.

3.1.2. Religious or Personal Exemption

Any employee of the City, subject to this MOU who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization or who holds long standing personal beliefs regarding participation in any labor organization shall be permitted upon presentation of verification of active membership in such religion, body or sect, or personal affidavit, to make a charitable contribution equal to the service fee in-lieu of Local 522 membership or service fee payment.

Declarations of, or applications for, religious or personal exemption and any supporting documentation shall be forwarded to Local 522 within ten (10) working days of receipt by the City. Local 522 shall have ten (10) working days after receipt of a request for religious exemption to challenge any exemption granted by the City Manager or his/her designee. If challenged, the deduction to the charity of the employee's choice shall commence but shall be held in escrow pending resolution of the challenge.

Charitable deduction shall only be by regular payroll deduction.

3.1.3. Financial Reports

Upon request, Local 522 shall annually submit copies of a financial report similar to that required by the Labor-Management Disclosure Act of 1959, to the City's Human Resources Manager. Copies of such reports shall be available to employees, subject to the Agency Shop requirements of this Section, at the offices of Local 522.

Failure to file such a report within one hundred (100) days of the close of the Local 522's fiscal year shall result in the termination of all agency fee deductions, without jeopardy to any employee, until said report is filed.

3.1.4. Payroll Deductions

The City shall deduct Local 522 dues or service fees from employee's pay in conformity with State and City regulations. The City shall promptly pay to the designated payee all sums so deducted.

The City shall periodically provide a list of all persons making charitable deductions pursuant to a religious or personal exemption as described herein.

3.1.5. Hold Harmless

Local 522 shall indemnify and hold harmless the City, its officers and employees harmless from any and all claims, demands, suits, or any other action arising from the Agency Shop provisions herein. In no event shall the City be required to pay from its own funds Local 522 dues, service fees or charitable contributions which the employee was obligated to pay, but failed to pay, regardless of the reasons.

3.1.6. Waiver of Election for Newly-Represented Employees

The accretion of classifications and/or employees to the unit represented by Local 522 shall not require an election for the application of this Agency Shop provision to such classifications and/or employees.

3.2. Local 522 Release Time

Local 522 shall have a reasonable amount of release time for labor negotiations with the City and associated meetings and for employee/employer relations' matters involving the City and Local 522.

For other Local 522 business, a union time bank has been established. The bank will allow designated representatives to utilize time for the sole purpose of performing or conducting Local 522 activities, subject to the following conditions:

1. Employees may donate only vacation, CTO or holiday hours from his/her accrued leave balance to the bank. Such donation shall be voluntary, non-revocable and not returnable to the employee. An employee must complete a voluntary donation form to allow the deduction of hours. Effective the first full calendar quarter following final approval of this MOU, donations will only be allowed during the first two weeks of each calendar quarter (i.e. January, April, July and October.)
2. The maximum number of hours any member shall donate is twelve (12) hours per calendar year. Upon receipt of the voluntary donation form, Human Resources will immediately add those hours to the union time bank. The union time bank will be maintained by the Human Resources Division. Human Resources will provide a semi-

annual report on bank transactions to the West Sacramento Unit Representative, Local 522.

3. Use of the union leave bank shall be approved through the department's normal leave request process and shall not be unreasonably denied.
4. When the designated representative takes approved leave, -the union time bank will be charged an hour and a half for each hour an employee's replacement is required to work, if needed. If no employee overtime is needed, the deduction will be on an hour to hour basis.
5. Union leave is authorized only to the amount of credit existing in the bank. The remaining unused amount in the bank on December 31st shall be carried over into the next calendar year.
6. Local 522 shall indemnify and hold the City harmless from any liability resulting from any and all claims, demands, suits or any other action arising from compliance with this section or in reliance on any documentation furnished under this section.

3.3. Use of Release Time

Use of Local 522 release time is subject to reasonable advance requests. Such request shall be to the Duty Chief. Approval of the release time must be received before the employee uses the time. The department shall reasonably grant or deny release time based upon legitimate operating needs.

3.4. Meetings

Local 522 shall have the right to reasonable use of City facilities for meetings upon timely written or oral application stating the purpose of such use. Such use shall not interfere with the regular course of doing business.

4. NO STRIKE PROVISION

4.1. Job Action

The officers, agents, representatives, and/or members agree that during the term of this agreement they will not honor any job action by any other employee(s) or recognize a picket line of a labor organization while in the course of the performance of their official duties.

4.2. Local 522 Responsibility

In the event of an unauthorized job action, as specified in 4.1 above, the City agrees that there will be no liability on the part of Local 522 provided the employee organization promptly and publicly disavows such unauthorized action, immediately orders the employees to resume work, and attempts to bring about a prompt resumption of normal operations, and provided, further that Local 522 notified the City in writing within forty-eight (48) hours after the commencement of such job action, as to the measures it has taken to comply with the provisions of this agreement.

4.3. Disciplinary Action

Should Local 522 fail to adhere to, or in any way violate the "No Strike Provision" in this agreement, the City may, in addition to any lawful remedies or disciplinary actions available, suspend any and all of the rights and privileges accorded Local 522 under any resolution, rule, or regulations of the City or any Memorandum of Understanding with Local 522, including, but not limited to, the suspension of recognition of Local 522.

5. NON DISCRIMINATION PROVISION

5.1. No person in the employment of the City or seeking employment thereby shall be appointed, reduced, or removed, or in any way favored or discriminated against because of race, religion, color, sex, gender, sexual orientation, national or ethnic origin, ancestry, citizenship status, uniformed member status, marital status, pregnancy, age, medical condition (cancer or HIV/AIDS related), genetic characteristic and physical or mental disability (actual or perceived) or political affiliation. The City has adopted Affirmative Action and Sexual Harassment policies to help ensure

fair employment practices. The City shall ensure that all employment practices are in compliance with the Americans with Disabilities Act.

6. SICK LEAVE

6.1. Personnel assigned to the forty-eight (48)/ninety-six (96) schedule shall earn sick leave at the rate of one-half (1/2) shift per month.

6.2. ~~Unit personnel assigned to forty (40) hour work schedules shall have their leave converted pursuant to Appendix A.~~

6.2.6.3. In the event of an employee's death or lay-off, up to fifty percent (50%) of accumulated sick leave will be paid off. At retirement, an employee has two (2) options regarding his/her accumulated sick leave. The employee can choose up to fifty percent (50%) cash-out, the remaining percent of the employee's unpaid accumulated sick leave is reported to CalPERS for additional service credit OR in lieu of receiving any cash-out, the employee may choose to have one hundred percent (100%) of the accumulated sick leave reported to CalPERS.

6.3.6.4. An employee who is incapacitated due to serious illness or injury while on vacation leave shall have such time charged against sick leave when they promptly notify their supervisor and substantiate such request upon return to normal duty.

7. BEREAVEMENT LEAVE

7.1. Each employee shall be granted leave without loss of pay for up to two (2) work shifts in the event of the death of a member of the employee's immediate family. For the purpose of this ~~section~~, "immediate family" shall be defined as parents, ~~step~~-parents, husband, wife, children (including ~~step~~-children and foster children), brother, sister, mother-in-law, father-in-law, daughter-in-law, and son-in-law.

In the case of the death of other close relatives, including the employee's brother-in-law, sister-in-law, ~~step~~-brothers, ~~step~~-sisters, aunts, uncles, grandparents, or grandchildren, the employee shall be granted time off with pay for one (1) work shift.

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7.2. Additional time off with pay may be granted by the City when an employee's emotional condition warrants such consideration, however, such additional time off shall be subtracted from the employee's sick or other leave time.

8. FAMILY SICK LEAVE

8.1. Sick leave, not to exceed three (3) work shifts or seventy-two (72) hours in a calendar year, may be taken by an employee for the attendance upon a member of his/her immediate family because of illness, injury, or exposure to contagious disease and when attendance of such employee is definitely required, or for his/her family member's medical or dental appointments. For the purpose of this Section, "family" shall be defined as husband, wife, domestic partner, child, brother, sister, parents or spouse's parents, brother-in-law, sister-in-law, grandparents, or spouse's grandparents. "Child" is defined as a biological, foster, or adopted child, a stepchild, a legal ward or a child of a person standing "in loco parentis" (refers to a person who has put him/herself in the situation of a lawful parent by assuming the obligations incident to the parental relation without going through the formalities necessary to legal adoption). A doctor's certificate may be requested by the department as proof of necessity for absences in order for sick leave to be used in accordance with this Section.

9. VACATION

9.1. General Provisions

-A Manual of Operating Procedures section for scheduling vacations and holidays has been developed between the Department and Union.

9.2. Accumulation of Vacation Leave

Vacation leave is accumulated yearly, and is computed on the basis of the employee's hire date as a full-time employee.

Annual vacation leave may not be accumulated; it must be used from year to year as accumulated, except as otherwise provided herein.

9.3. Scheduling Vacations

No more than two (2) members of each shift may be on vacation at a single time; however, during periods where sufficient staffing is available to provide adequate fire protection, the Fire Chief may authorize more than two (2) employees to be on vacation at the same time.

Priority of vacation selection shall be by department seniority, without regard to rank.

9.4. Vacation Accrual Schedule

Year of Service *	56-hour Employee Accrual Rate Per Pay Period **	Maximum Vacation Shifts Accrued During Service Year ***
1 st	5.538	6
2 nd	5.538	6
3 rd	5.538	6
4 th	5.538	6
5 th	5.538	6
6 th	8.308	9
7 th	8.308	9
8 th	8.308	9
9 th	8.308	9
10 th	8.308	9
11 th +	11.076	12

* 1st year of service is from 56-hour employee hire date to first anniversary. 2nd year of service is from first anniversary to second anniversary. Subsequent service years follow this pattern.

** Unit personnel assigned to forty (40) hour work schedules shall have their leave converted pursuant to Appendix A.

*** Service years do not correspond with calendar years for all employees. Number of shifts available at time of December Vacation Picks will vary depending on hire date. For example, an employee hired on January 1, 2012 would accrue 6 shifts in 2012 and have 6 shifts available to use in 2013; an employee hired on April 1, 2012 would accrue 4.5 shifts and have 4.5 shifts available for use in 2013; an employee hired on July 1, 2012 would accrue 3 shifts and have 3 shifts available for use in 2013; and, an employee hired on October 1, 2012 would accrue 1.5 shifts and would have 1.5 shifts available for use in 2013.

9.5 Unit personnel assigned to forty (40) hour work schedules shall have their leave converted pursuant to Appendix A.

9.5.6 Vacation Buy-Back Pilot

For the term of this MOU only (for calendar years 2018 and 2019 only), shift employees may sell back seventy-two (72) hours annually and those on a forty- (40) -hour workweek may sell back forty-eight (48) hours annually provided that shift employees retain at least 72 hours in their vacation bank and 40-hour workweek employees retain at least 48 hours in their vacation bank. Employees may elect to sell back such vacation on a quarterly basis (in March, June, September and December).

10. HOLIDAYS

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10.1. All forty-eight (48)/ninety-six (96) hour personnel will receive six (6) twenty-four (24) hour shifts per year as holidays. Holidays may be taken in the form of compensation or time off or any combination thereof.

10.2. Unit personnel assigned to forty (40) hour work schedules shall have their leave converted pursuant to Appendix A.

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10.2.10.3. Shift personnel assigned to work on a City designated holiday shall receive one and one-half (1-1/2) times their straight time hourly rate for a maximum of sixteen (16) hours per shift.

10.3.10.4. The requirements of Section 10.2 above shall be instituted for the following holidays:

- a) New Year's Day (January 1)
- b) Martin Luther King Jr.'s Birthday (Third Monday in January)
- c) President's Day (Third Monday in February)
- d) Memorial Day (Last Monday in May)
- e) Independence Day (July 4)
- f) Labor Day (First Monday in September)
- g) Veteran's Day (November 11)
- h) Thanksgiving Day (Fourth Thursday in November)
- i) Day after Thanksgiving Day (Friday following Thanksgiving)
- j) Christmas Day (December 25)

11. RETIREMENT

The City shall continue retirement coverage for all employees under the California Public Employees' Retirement system (CalPERS).

For employees hired before July 1, 2012, the City's former "Safety Fire Plan" has been assigned to the CalPERS Safety 3% @ 50 Risk Pool. Employees shall pay the entire 9% of their employee CalPERS contribution. The current ~~mandated and mandated and optional~~ benefits of the Safety 3% @ 50 Risk Pool are located in Appendix B.

Pre-retirement Optional Settlement 2W Death Benefit (Section 21548)

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- ~~Credit for Unused Sick Leave (Section 20965)~~
- ~~Public Service Credit for Periods of Layoff (Section 21022)~~
- ~~Public Service for Peace Corps or America Corps; Vista Service (Section 21023.5)~~
- ~~Military Service Credit as Public Service (21024)~~
- ~~Public Service Credit for Service Rendered to a Nonprofit Corporation (Section 21026)~~
- ~~Military Service Credit for Retired Persons (Section 21027)~~
- ~~Local System Service Credit Included in Basic Death Benefit (Section 21536)~~
- ~~Cancellation of Payments for Service Credit Purchase Upon Industrial Disability Retirement (Section 21037)~~

Should CalPERS at any time amend the Risk Pool Mandatory Benefits to either add, delete or modify benefits, the City has no obligation to meet and confer with the Union over these changes.

~~Additionally, the following optional benefits were previously negotiated for inclusion in the retirement plan:~~

- ~~Improved Non-Industrial Disability Allowance (Section 21427)~~
- ~~One Year Final Average Compensation (Section 20042)~~
- ~~Fourth Level of 1950 Survivor Benefits (Section 21574)~~

For employees hired on or after July 1, 2012, ~~and before except those who are hired after~~ January 1, 2013 ~~and are new CalPERS members or~~ Classic members as defined by CalPERS, the second-tier retirement formula shall be 3% @ 55, ~~based on three-year average compensation. All other benefits remain the same as listed above.~~ Employees shall pay the entire 9% of their employee CalPERS contribution. The current mandated and optional benefits of the Safety 3% @ 55 Risk Pool are located in Appendix B.

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For employees hired on or after January 1, 2013, who have never been a CalPERS member, have not been a CalPERS member in the past 180 days, and who are not eligible for reciprocity with another California public retirement system as defined by the Public Employees' Pension Reform Act (PEPRA), the retirement formula shall be 2.7% @ 57. Employees shall have a member

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contribution rate of fifty percent (50%) of the total normal cost rate. The current mandated and optional benefits of the Safety 2.7% @ 57 Risk Pool are located in Appendix B.

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~~For employees who are hired on or after January 1, 2013 and are new CalPERS members, the benefit formula shall be 2.7% @ 57 pursuant to the new PEPR.~~

~~Effective January 1, 2013, employees shall pay 4.5% of their employee CalPERS contribution and the City shall pay the remaining 4.5% of the employees' CalPERS contribution.~~

~~Effective January 1, 2014, employees shall pay the entire 9% of their employee CalPERS contribution.~~

~~The City will continue to report the value of Employer Paid Member Contributions (EPMC) to CalPERS through December 31, 2013.~~

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12. UNIFORM ALLOWANCE

~~12.1. Each employee shall receive an annual uniform allowance of eight hundred fifty dollars (\$850.00). The payment is made in advance and is included in the employee's pay check. The Uniform Allowance is paid in the second pay period in January of each year. This benefit will be taxed according to current tax laws. The employees hired during the year shall receive a pro-rated allowance. Further, newly hired employees shall receive a minimum payment of four hundred twenty five dollars (\$425.00) to purchase uniform items. If this amount is in excess of the pro-rated amount due, the difference then shall be deducted from the subsequent uniform allowance payment.~~

Each employee shall receive an annual uniform allowance of eight hundred fifty dollars (\$850). Employees shall receive their uniform allowance in the last pay period of the calendar year after earning it.

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12.2. Within the first two (2) years of employment with the City, employees shall purchase Class A uniforms. -Class A uniforms shall comply with department standard.

13. HEALTH INSURANCE

13.1. The City shall continue enrollment in the State of California Public Employees' Retirement System (CalPERS) Health Insurance Program.

13.2. A cafeteria plan for health benefits (medical, dental, and vision) is provided to employees, with the City contributing \$750 per month for employee only coverage or medical opt-out, \$875 per month for employee plus one coverage and \$1,025 per month for employee plus two or more coverage. Employees must purchase dental and vision coverage at the employee only level. If the employee still has money left over after the purchase of medical (if elected), vision and dental insurance plans the employee can divert the remainder to a City deferred compensation plan or supplemental salary according to the procedures governing cafeteria plans as established by law.

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13.3. RETIREE HEALTH INSURANCE

Pursuant to provisions of the CalPERS Health Insurance Program, the City shall pay up to \$750 per month for employees retired on the CalPERS Retirement Program. Dental insurance coverage may continue upon retirement, at the retiree's own expense. Vision insurance is only available for eighteen months, per COBRA, and is at the retiree's own expense.

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14. COMPENSATION

14.1. Salary

Effective the ~~first of the~~ payroll period inclusive of February 17, 2018, the classifications of after ratification by the Fire Association and approval by the City Council, a 1% salary increase for Firefighter, Fire Engineer and Fire Captain shall receive a 1% salary increase.

<i>Position</i>	<i>Step A</i>	<i>Step B</i>	<i>Step C</i>	<i>Step D</i>
<i>Firefighter</i>	599233	63646301	67296662	70136944
		77107634		

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<i>Fire Engineer</i>				
<i>Fire Captain</i>		89618872		

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14.2. Salary Step Increases

Consideration for advancement within the Firefighter salary range occurs in twelve-month intervals except that paid and unpaid leaves of absence shall be dealt with in accordance with Personnel Rules Section 3.4.2., Classification Plan Administration. However, an employee who is off work due to an accepted worker's compensation injury or illness will be treated in the same manner as an employee on FMLA. Salary step increases shall be given at the beginning of the payroll period in which the employee's years of service anniversary date falls.

14.3. Fire Staff Administrative Captain Assignment

A Fire Captain who is routinely and consistently assigned to administrative work during normal hours of employment that may differ from the work schedule of other fire suppression personnel by the Fire Chief shall receive an additional five percent (5%) during the term of their assignment. The Fire Chief or designee will assign such duties and determine the number of employees receiving this assignment at their sole discretion.

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14.4. Educational Incentive Pay

Maximum educational incentive that may be obtained is 4% of base pay per employee.

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<u>Education/Certificate</u>	<u>Amount</u>
1. BA/BS	4%
2. AA/AS	2%
3. Fire Science Certificate	2%
4. Fire Officer Certificate or Company Officer Coursework Completed	1.5%
5. Fire Driver/Operator Certificate or Fire Apparatus Driver/Operator Pump Coursework	1.5%
6. Fire Investigator I Certificate	0.5%
7. Fire Instructor I Certificate	0.5%

8. HazMat Technician Certificate

0.5%

~~Entry-level~~ probationary employees ~~are not eligible to receive~~ ~~do not get~~ incentive pay.

14.45. Overtime Pay

The City and Association have agreed to utilize a twenty-four (24) day/one hundred eight-two (182) hour work period pursuant to Section 207(k) of the Federal Fair Labor Standards Act (FLSA). Actual scheduled hours in the twenty-four (24) day period are one hundred, ninety-two (192). Hours worked in excess of one hundred eight-two (182) hours in the twenty-four (24) day work period will be paid at one and one-half (1-1/2) times the employee's regular hourly rate of pay.

14.54.1. All overtime worked as a result of emergency call back or station staffing will be paid at one and one-half (1-1/2) times the employee's regular hourly rate of pay.

14.54.2. Compensation leave will be provided in lieu of overtime pay at the same rates that would be accrued for pay purposes. It shall be the employee's responsibility to notify the City when compensation leave is desired in lieu of overtime pay.

14.54.3. Maximum accumulation of compensation time shall be one hundred twenty (120) hours for shift personnel.

14.54.4. Time worked as a continuation of the normal twenty-four (24) hour shift shall be compensated in accordance with the Federal Fair Labor Standards Act; that is, time worked shall be rounded to the nearest twelve (12) minute increment.

14.54.5. When an employee, after completing his/her normal work shift and after leaving his/her work facility, responds to an authorized order to return to duty to perform emergency or non-scheduled services, he/she shall be guaranteed the opportunity to work for two (2) hours or be paid two (2) hours in-lieu of work.

14.65. Out of Classification Pay

14.65.1. ~~When a temporary vacancy or vacancies arise above the grade of Firefighter, the~~ Fire Chief or his/her designee shall make ~~such~~ out-of-class assignments. A Firefighter temporarily assigned out-of-class to a Fire Engineer, ~~and~~ a Fire Engineer temporarily assigned out-of-class to a Fire Captain, ~~and a Fire Captain temporarily assigned out-of-~~

class to a Fire Battalion Chief, shall be paid fifty dollars (\$50.00) for a full shift or two dollars eight cents (\$2.08) per hour if less than a full twenty-four (24) hour shift.

A Firefighter temporarily assigned out-of-class to a Fire Captain shall be paid seventy-five dollars (\$75) for a full shift or three dollars, thirteen cents (\$3.13) per hour if less than a full twenty-four (24) hour shift.

14.65.2. To be eligible for such out-of-class, the individual must have passed the promotional examination for the next higher rank, or pass qualifying criteria as set by the City.

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14.76. Standby Pay

Employees shall be paid two dollars (\$2.00) per hour for any hours worked on a standby assignment. The Fire Chief or his/her designee shall determine standby schedules. Standby is voluntary. If an employee volunteers for standby, then the following provisions apply:

- Standby may be for up to a twenty-four (24) hour period.
- When called out, the employee shall be under the functional supervision of the Duty Chief or Incident Commander.
- The employee must be able to get to the scene within fifteen (15) minutes. When assigned to standby, the employee may not consume any alcoholic beverage or engage in any other activities, which would affect his/her ability to effectively respond and perform his/her duties.
- They employee shall have a pager with him/her at all times while on standby.
- When an employee is on a standby assignment, he/she shall be paid for a minimum of two (2) hours work at the overtime rate when called out. See Section 15.4.5 of the Memorandum of Understanding for call out provisions.

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14.78. Signing Bonus Pay

Effective the first payroll period after ratification by the Fire Association and approval by the City Council, all Fire Association members will receive a one-time, non-PERSable signing bonus of three thousand seven hundred forty one thousand dollars (\$3740.00-1,000). The City can provide this bonus in cash or dedicate to deferred compensation consistent with normal protocol.

14.98. Mid-Contract Term Bonus

Effective the first pay period in July 2018, employees shall receive a one-time, non-PERSable, lump sum, mid-contract term bonus in the amount of three thousand dollars (\$3000). The City can provide this bonus in cash or dedicate to deferred compensation consistent with normal protocol.

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15. EMERGENCY MEDICAL TECHNICIAN (EMT) CERTIFICATION REQUIREMENT

All employees are required to have and maintain an EMT-1A or FS certificate. This shall be a condition of employment.

16. SCHEDULE AND HOURS

16.1. Duty Schedule

All shift personnel shall work a forty-eight (48)/ninety-six (96) hour schedule. (48 hours on duty, followed by 96 hours off duty.) All forty-eight (48)/ninety-six (96) hour shift personnel shall report for duty at 0800 hours and go off duty at 0800, forty-eight (48) hours later.

Example Duty Schedule: (Regular Shift Personnel)

"X" denotes workday or duty shift

"O" denotes day off or shift off

XXOOOO

16.2. Station Assignments and Transfers

The City has adopted a Manual of Operating Procedures section, which provides a procedure by which employees may express their preference for station assignments and/or transfers.

16.3. Shift Trades

The City has adopted a Manual of Operating Procedures section, which provides a procedure by which employees may request voluntary shift trades.

17. DEPARTMENT SENIORITY LIST

17.1. Employees shall be placed ign the seniority list in accordance with the date they were first placed on the payroll of the Fire Department (Westgate, Bryte and Washington) as full-time employees. Reserve, part-time, or temporary extra-help employment will not be credited. When two (2) or more employees are assigned to the payroll on the same date, preference in the placement on the list shall be given based on relative standing on the Firefighter eligibility list in the case of firefighting personnel.

18. LAYOFFS

18.1. Order of Lay~~o~~-Off

~~lay_offs~~Layoffs shall be based on the inverse order of seniority as set out in the seniority roster last provided to Local 522, pursuant to the hereinafter-mentioned Memorandum of Understanding, with any additions or deletions of employees' names appended thereto by action of the City Council. Layoffs hereunder shall be so that employees with the least seniority shall be laid off first.

18.2. Seniority

The seniority date of an employee and his/her position on the seniority roster, shall be determined pursuant to criteria set out in the Memorandum of Understanding between Local 522 and the City Council.

18.3. Seniority Roster Availability

A current copy of the Seniority Roster shall be made available for inspection at reasonable times to employees upon request.

18.4. Employee Notice

The employee shall be given a thirty (30) calendar day written notice of lay-off or demotion by the City Council or its authorized representative. The notice of lay-off or demotion shall include the following information:

- a) Reason for lay-off or demotion; and
- b) Effective date of lay-off or demotion.

18.5. Layoff Hearing

An employee who received a Notice of Layoff shall be entitled to request a hearing before the Council or its authorized representative prior to the effective date of the layoff. Such a request shall be made within fourteen (14) calendar days of service of the Notice of Layoff of the adoption of the rules and procedures by the Council, whichever occurs last. Failure to make such a request shall waive the right to a hearing. At said hearing, the employee may challenge the determination of persons to be laid off and the procedure used to layoff. The employee shall have the right to be represented by a representative of his/her choosing, to present evidence, and to cross examine any witnesses. Within fourteen (14) calendar days following the hearing, the Council shall issue findings of fact, conclusions, and an order affirming or revoking the layoff of the employee. Said findings, conclusion, and order shall be served on the employee by placing them in a sealed envelope and mailing them by first class mail, postage prepaid, to the last known address of the

employee. Unless the Council orders revocation of the Notice of Layoff, the employee shall be laid off at the date set forth in the Notice of Layoff.

If, after request, the hearing is not held prior to the effective date of layoff as set forth in the Notice of Layoff, the effective date of the layoff shall be deemed to have been extended until after the hearing and the issuance of the order by the Council. In such case, the Council shall set a new effective date of layoff in their order unless they order revocation of the original notice.

18.6. Future Vacancies

When vacancies occur within five (5) years thereafter, such reduced or laid off employees shall be given the opportunity to be rehired or advanced to their former classification from the established layoff eligibility list on the basis of seniority prior to the employment of any new eligibles; provided, however, that such eligibles meet a physical examination. If any such laid off employee fails to report for duty within thirty (30) calendar days after mailing to him/her of a written notice by registered mail to the last known address, he/she shall lose his/her right to be hired.

19. REPAIR OR REPLACEMENT OF DAMAGED PERSONAL PROPERTY

19.1. The City agrees to reimburse employees for damaged personal property according to the City's Administrative Policy No. II-E-8.

20. RULES, REGULATIONS MEET AND CONFER CONSIDERATIONS

20.1. Should the City propose changes in City Rules and Regulations or wages, hours, and working conditions which fall within the scope of representation; the City shall give notice to Local 522 and upon request, meet and confer upon those changes.

20.2. Copies of any Memorandum of Understanding resulting here from and/or Rules and Regulations shall be posted on-line or sent to Local 522 members upon request.

20.3. Both parties agree to begin negotiations six months prior to the contract expiration date. It is agreed that when both parties enter into the meet and confer process, the following criteria shall be used:

- a) Internal classification relationships;
- b) Labor market conditions;
- c) Financial condition of the City;
- d) Cost of living analysis;
- e) Benchmark survey of total compensation

21. PROBATIONARY PERIOD

21.1. Purpose

To enable the City and the Fire Chief to exercise sound discretion in filling positions within the City.

21.2. New Hires

No appointment of employment in the City shall be deemed final and permanent until after the expiration of a twelve (12) months probationary service. During this probationary period, the Fire Chief may terminate the employment for unsatisfactory performance. Provided, however, no probationary employee shall be terminated because of sex, race, religion, political belief or Local 522 membership. Probationary employees terminated during their probationary period shall not have the right to appeal. This would not preclude a probationary employee from seeking any other legal remedy.

21.3. Promotion

No promotion to any position in the City shall be deemed final and permanent until after the expiration of a period of twelve (12) months probationary service. During this probationary period, the Fire Chief may cancel the appointment to a higher rank if during this period he/she shall deem him/her unfit for such appointment based on material reasons. In the event of unsatisfactory performance, an employee may be demoted to his/her previous permanent rank.

22. WORKING CONDITIONS

- 22.1. The City shall provide and maintain a station environment consistent with reasonable standards of safety, sanitation, comfort, and appearance. The station environment includes, but is not limited to: kitchen, rest rooms, dormitory, beds and mattresses, station furniture, lighting, floor covering, exercise facilities, and apparatus area.
- 22.2. Employees of the City shall care for such station environment consistent with the highest possible standard.
- 22.3. The City shall furnish bed sheets, pillow coverings, and bath towels.
- 22.4. Changes in said station environment constitute changes in working conditions and are therefore negotiable.
- 22.5. The City shall pay the cost for enrolling and participation in the approved Safety Exposure Reporting Program.
- 22.6. The City recognizes that the West Sacramento Firefighters are professional firefighters, and that all duties will be those related to the Fire Service as determined by agreed upon job descriptions.

23. PROMOTIONAL EXAMINATIONS

- 23.1. Notice of promotional tests to be administered and the dates and time of said tests shall be conspicuously posted in all stations a minimum of thirty (30) calendar days prior to the test date(s). Promotional lists will be established after results of tests are final.
- 23.2. The City shall conduct promotional examinations for the classification of Fire Engineer and Fire Captain on an alternating bi-annual basis. As a result of these examinations, the City shall establish and maintain a promotional list for the above classifications for the two (2) year period between the examinations.

23.3. Rule of Five (5)

The Rule of Five (5) shall be interpreted as follows:

For the first job opening available, five (5) eligible candidates will be interviewed. For each additional job opening, one (1) additional eligible candidate will be interviewed. For example, if

there are three (3) job openings, seven (7) candidates will be interviewed. In the event of a tie score within the candidate pool to be interviewed, all candidates with the same score will be interviewed.

23.4. List Ranking

Results of promotional examinations shall be provided to each candidate to include their own placement on the list in rank order. Additionally, when the Fire Chief or his/her designee receives the eligibility list, it will show the rank order for all eligible candidates.

23.5. Minimum Qualifications

A candidate possessing a BA/BS will be deemed to have met all educational requirements, regardless of the field of study.

24. NON-DISCIPLINARY GRIEVANCE AND ARBITRATION PROCEDURE

24.1. Purpose

The purpose of this procedure is to provide for an orderly process for reviewing and resolving employee grievances at the lowest possible administrative level in the shortest possible time.

24.2. Definitions of Grievance

Grievance: A grievance is a complaint of one or a group of employees or a dispute between the City and an Exclusively Recognized Employee Organization involving the interpretation, application, or enforcement of the express terms of any Memorandum of Understanding, rules or regulations.

Discharge, suspension, demotion, and/or other disciplinary actions of an employee shall not be subject to the grievance procedure pursuant to this Section. Those matters shall be governed by the disciplinary procedures set forth in the City Personnel Rules.

24.3. Informal Grievance Procedures

The grievant shall orally discuss his/her grievance with his/her immediate supervisor within ten (10) days from the event giving rise to the grievance or from the date the employee could

reasonably have expected to have had knowledge of such event, but in no event longer than thirty (30) days from the act or omission. The employee shall identify the discussion as the informal step of the procedure. However, failure to identify the discussion as an informal step of the procedure shall not prejudice the grievant. The supervisor shall have seven (7) days to give an answer to the employee. The supervisor's response may be given orally or in writing and should clearly be identified as the informal response to the grievance.

24.4. Formal Grievance Procedure

24.4.1. Level I

If a grievant is not satisfied with the resolution at the informal level, he/she may, within five (5) days of receipt of such answer, file a formal written grievance on a prescribed form with his/her supervisor. The supervisor within five (5) days thereafter shall give a written answer to the grievant.

24.4.2. Level II

If the grievant is not satisfied with the written answer from his/her supervisor, the grievant may, within five (5) days from the receipt of such answer, file a written appeal to the Department Head. Within fifteen (15) days of the receipt of the written appeal, the Department Head shall investigate the grievance, which may include a meeting with the concerned parties, and give a written answer to the grievant. The Department Head may affirm, modify, reverse, or otherwise resolve the decision appealed.

24.4.3. Level III

If the grievant is not satisfied with the written answer from the Department Head, the grievant may, within five (5) days of such answer, file a written appeal to the City Manager or his/her designee. Within twenty (20) days of the receipt of the written appeal, the City Manager or his/her designee shall investigate the grievance, which may include a meeting with the concerned parties and thereafter give a written answer to the grievant, which answer shall be final and

binding unless appealed. The City Manager may affirm, modify, reverse, or otherwise resolve the decision appealed.

24.4.4. Level IV

If the grievant is not satisfied by the decision made by the City Manager, he/she must submit a written request within fifteen (15) days of the receipt of the response from the City Manager for a hearing before the Adjustment Board. Either party may request that Level IV be waived and that the appeal be elevated to Level V, arbitration. If the parties do not mutually agree to waive the Adjustment Board within the time frame as specified above; that is within fifteen (15) days of the receipt of the response from the City Manager, the grievance will proceed to the Adjustment Board. If the parties do mutually agree to waive the Adjustment Board, the grievance will proceed to Section 24.5, Selection of Arbitrator.

The hearing before the Adjustment Board shall be heard whenever possible within thirty (30) days of receipt of the request by the City Manager. The grievant shall be sent notice of the hearing at least fifteen (15) days prior to the hearing.

The Adjustment Board will be comprised of two (2) Union representatives, no more than one (1) of whom shall be either an employee of the City or an elected or appointed official of the Union; and two (2) representatives of the City, no more than one (1) of whom shall be either an employee of the City or a member of the staff of any organization employed to represent the City in the meet and confer process. No decision of the Adjustment Board shall be final and binding without receiving the affirmative votes of at least three (3) members of the Board.

24.4.5. Level V

If the Adjustment Board is unable to arrive at a majority decision, either the Union or the City may, within fifteen (15) days of the written receipt of the Adjustment Board decision, require that the grievance be referred to an impartial arbitrator.

24.5. Selection of Arbitrator

An arbitrator may be mutually agreed upon by the two parties. If they fail to agree upon the arbitrator within ten (10) working days, the Division of State Mediation and Conciliation Service (SMCS) of the State of California ~~Department of Industrial Relations- Public Relations Board~~ shall be requested to submit a list of five (5) arbitrators and, from such, the employee and the City

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Manager or his/her designee shall promptly select the aArbitrator by the alternate striking of names, commencing with the employee, from said list.

Upon selection of the aArbitrator, the City Manager or his/her designee shall contact the aArbitrator and arrange for the earliest hearing date available with regard to the parties' schedules. Should the aArbitrator's calendar preclude a hearing date within sixty (60) days, the City Manager or his/her designee may require the parties to strike names for a replacement hearing officer.

24.6. Arbitration Hearing and Decision

The arbitration hearing shall be conducted as a full scale evidentiary hearing with full due process rights, including the right to present witnesses, present evidence, cross examine opposing witnesses, the right to counsel and findings to support the decision.

The aArbitrator shall conduct a hearing and shall either issue an oral bench decision or shall, within thirty (30) days of conclusion of the hearing, render a written decision and/or order. Any decision and/or order of the aArbitrator shall be final.

24.7. Automatic Advances

If, at any step in the informal or formal grievance procedure, it is determined that the designated person who is to respond to the grievance does not have the authority to resolve the issue presented, the grievance automatically advances to the next line of authority, as designated in the grievance procedure, who does have the authority to respond.

24.8. Cost of Grievance Arbitration

The cost of the arbitration, including the aArbitrator's fee, shall be shared equally by the employee and the City.

24.9. Time Limits

Time limits are considered an integral and important part of the grievance procedure, and may not be waived except by mutual written consent of the parties. In the event that a grievant fails to carry his/her grievance forward within a prescribed time period, the grievance shall be

considered settled without precedent based upon the decision rendered at the most recent step utilized, and any right to pursue the grievance further shall be deemed waived and abandoned. If a supervisor or manager fails to respond with an answer to a grievant within a given time period, the grievant may proceed to the next higher level of the grievance procedure.

25. DISCIPLINARY PROCEDURE

This procedure shall be followed for the following disciplinary actions: suspension without pay, reduction in pay, demotion, or dismissal. Specific grounds for disciplinary action are outlined in Section 4.9 of the City Personnel Rules.

25.1. Purpose

The purpose of the disciplinary procedure is to provide employees subject to disciplinary action with all rights to which they are entitled by law; to provide an orderly procedure for pre-action notice, response, implementation, and appeal; to correct deficiencies in employee performance and to assure improvement to meet job standards.

25.2. Employee Representation

An employee may have a representative present at all stages of the disciplinary process as outlined in Sections 275.4 through 275.10 provided that the representative is not a party to the action.

25.3. Administrative Leave

An employee may be placed on administrative leave, with pay, pending investigation of facts possibly giving rise to the potential need for discipline.

25.4. Notice of Proposed Disciplinary Action

Prior to suspension without pay, reduction in pay, demotion, or dismissal, the employee shall be provided the following:

- a) Notice of the proposed action;
- b) The reasons for the proposed action;
- c) A copy of the charges and any materials upon which the proposed action is based;

- d) Notice that the employee is entitled to an opportunity to respond to the charges orally or in writing, or both, personally or with a representative, which may be an attorney;
- e) The date and time of the response meeting during which the employee and his/her representative shall have an opportunity to refute the charges or present facts that may not be known;
- f) Notice that if the employee fails to attend the response meeting, the employee shall be deemed to have waived all rights to said meeting and from appeal to any action taken.

25.5. Notice of the Response Meeting

Notice of the response meeting shall be given no less than seven (7) days prior to the meeting.

25.6. Response Meeting

At the time and place set for the meeting giving the employee an opportunity to respond, the employee may respond orally and/or in writing, personally, or with a representative. Neither party shall be entitled to call witnesses or take testimony. At the meeting, the City Manager or his/her designee may consider information contained in the charges and recommendations, as well as information presented by the employee or his/her representative. At the conclusion of the response meeting or within seven (7) days, the City Manager or his/her designee shall issue an order either implementing or determining not to implement the action. The City Manager or his/her designee may implement an action that is of lesser severity than that which was initially proposed.

25.7. Implementation of Decision

When discipline is imposed, a copy of the order shall be served upon the employee either personally, or by registered or certified mail, return receipt requested, at the last known address on file with the City. The order shall include:

- a) A statement of the nature of the discipline imposed;
- b) The effective date of the discipline;
- c) A statement of the causes for the discipline;
- d) A statement of the specific facts or omissions upon which the discipline is based; and

- e) A statement advising the employee of his/her rights to appeal the disciplinary action. This statement shall include the manner and time within which an appeal must be taken, and the required content of the appeal notice.

25.8. Disciplinary Appeal Procedure

The employee, or his/her representative, after service of an order of disciplinary action as specified in Section 25.7 may request that the matter be submitted to an impartial arbitrator. A written request for a hearing before an arbitrator must be served on the City Manager or his/her representative within ten (10) days following receipt of the order of discipline. The demand for a hearing shall include:

- a) Specific grounds for review; and
- b) Copies of materials on which the appeal is based.

25.9. Selection of Arbitrator

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An Arbitrator may be mutually agreed upon by the two parties. If they fail to agree upon the Arbitrator within ten (10) working days, the Division of State Mediation and Conciliation of the State of California Department of Industrial Relations Service (SMCS) of the State of California Public Employment Relations Board shall be requested to submit a list of five (5) Arbitrators, and from such, the employee or his/her representative and the City Manager or his/her designee shall promptly select the Arbitrator by the alternate striking of names, commencing with the employee, from said list.

Upon selection of the Arbitrator, the City Manager or his/her designee shall contact the Arbitrator and arrange for the earliest hearing date available with regard to the parties' schedules. Should the Arbitrator's calendar preclude a hearing date within sixty (60) days, the City Manager may require the parties to strike names for a replacement hearing officer.

25.10. Arbitration Hearing and Decision

The arbitration hearing shall be conducted as a full-scale evidentiary hearing with full due process rights including the right to present witnesses, present evidence, cross examine opposing witnesses, the right to counsel and findings to support the decision. Within thirty (30) days of the conclusion of the hearing, the Arbitrator shall render a written decision. The decision of the Arbitrator shall be provided to both parties. Any decision of the Arbitrator shall be binding to both parties. The decision of the Arbitrator shall be final subject only to judicial review pursuant to the Code of Civil Procedure Section 1094.6.

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25.11. Cost of Disciplinary Arbitration

The cost of the Arbitrator and any expenses associated with the hearing shall be shared equally by the employee and the City. If a transcript of the proceedings is requested, the party making such request shall pay the cost.

~~26. LEAVE CONVERSION FORTY (40) HOUR PERSONNEL~~

~~26.1. Unit personnel assigned to forty (40) hour work schedules shall have their leave converted pursuant to Appendix A.~~

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276. MATERNITY, PATERNITY, AND FAMILY CARE LEAVE

276.1. Maternity and Paternity Leave

Specific requirements are outlined ~~Please see in~~ ~~S~~section 4.5.6 of the City's Personnel Rules. The City agrees that the terms and conditions of the Maternity and Paternity Leave contained in this ~~S~~section of the Personnel Rules shall not be changed without meeting and conferring with the Association.

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276.2. Family and Medical Leave

Specific requirements are outlined in ~~Please see~~ ~~S~~section 4.5.10 of the City's Personnel Rules. The City agrees that the terms and conditions of the Family and Medical Leave contained in this Section of the Personnel Rules shall not be changed without meeting and conferring with the Association.

287. HAZARDOUS MATERIAL RESPONSE

278.1. The City will meet and confer with Local 522 in the event that the City changes the current level of response to hazardous materials calls.

2. CalPERS REVIEW

~~28.1 The City will be submitting PERS related provisions of this MOU to CalPERS for review and confirmation that the MOU language is consistent with CalPERS requirements. To the extent that CalPERS requires modified language in such a provision to effectuate the intent of the parties, the parties agree immediately to reopen said provision(s) and meet and confer over the required language modifications.~~

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298. TERM

~~289.1. The term of the Memorandum of Understanding shall be for a period of twenty-one~~six~~ (21~~6~~) months beginning on ~~July~~April 1, 2015~~71~~, and continuing through May~~feh~~ 31, 2017~~9~~ or until such time as it is superseded by a new Memorandum of Understanding between the parties.~~

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Christopher Cabaldon, Mayor
City of West Sacramento

~~Brian Rice~~Ty Bailey, President
IAFF Local 522/West Sacramento Firefighter's

~~Greg Fonts~~Bob Jarvis, ~~President~~Representative
IAFF, ~~Local 522~~West Sacramento Firefighter's
Association

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APPENDIX "A"

**Memorandum of Understanding
Between the City of West Sacramento
and Local 522**

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APPENDIX "A" LEAVE CONVERSION - 40 HOUR PERSONNEL

One twenty-four (24) hour shift of leave time (i.e., vacation, holiday, or sick leave) is equivalent to two (2) ~~eight~~ ~~hour~~ ~~eight-hour~~ (8) days (i.e., sixteen (16) hours). Members assigned to a forty (40) hour workweek will accrue leave based on the following conversion factor:

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- One (1) twenty-four (24) hour shift of leave time for a fifty-six (56) hour a week employee is equal to sixteen (16) hours of leave for a forty (40) hour a week employee.
- The number of annual shifts of leave for a fifty-six (56) hour a week employee multiplied by sixteen (16) hours equals the number of hours of leave for a forty (40) hour a week employee.

On January 1 of each year, the forty (40) hour employee will be credited with the combined amount of vacation and holiday hours accrued in the prior calendar year. Sick leave is accrued on a monthly basis. The various accruals for a fifty-six (56) hour and forty (40) hour employee are noted below:

Vacation:

56-Hour Employee:

Years of Service	Shifts Earned	Annual Accrual Hours	Monthly Accrual Hours
0 - 5 years	6	144	12
6 - 10 years	9	216	18
11+ years	12	288	24

40-Hour Employee:

Years of Service	Conversion Factor	Annual Accrual Hours	Monthly Accrual Hours
0 - 5 years	6 shifts x 16 hours	96	8
6 - 10 years	9 shifts x 16 hours	144	12
11+ years	12 shifts x 16 hours	192	16

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Holidays:

56 Hour Employee	Conversion Factor	40 Hour Employee Annual Holiday Hours
6 shifts	6 shifts x 16 hours	96

Sick Leave:

56 Hour Employee	Conversion Factor	40 Hour Employee Monthly Accrual
1/2 shifts	1/2 shift x 16 hours	8 hours

APPENDIX "B" MANDATED & OPTIONAL BENEFITS FOR RETIREMENT

Current Mandated and Optional Benefits for 3%@50	
<u>Military Service Credit as Public Service</u>	<u>Section 21024</u>
<u>Military Service Credit for Retired Persons</u>	<u>Section 21027</u>
<u>Pre-Retirement Option 2W Death Benefit</u>	<u>Section 21548</u>
<u>Public Service Credit for Peace Corps, AmeriCorps VISTA, or AmeriCorps Service</u>	<u>Section 21023.5</u>
<u>Public Service Credit for Periods of Layoff</u>	<u>Section 21022</u>
<u>1959 Survivor Benefit Level 4</u>	<u>Section 21574</u>
<u>3% @ 50 Patrol or Local Safety Member</u>	<u>Section 21362.2</u>
<u>Pre-Retirement Death Benefits to continue after remarriage of survivor</u>	<u>Section 21551</u>
<u>Unused Sick Leave Credit - Local Member</u>	<u>Section 20965</u>
<u>Improved Nonindustrial Disability Allowance</u>	<u>Section 21427</u>
<u>\$500 Retired Death Benefit</u>	<u>Section 21620</u>
<u>2% Annual Cost-of-Living Allowance Increase</u>	<u>Section 21329</u>
<u>Final Compensation 1 Year</u>	<u>Section 20042</u>
<u>Prior Service</u>	<u>Section 20055</u>

Current Mandated and Optional Benefits for 3%@55	
<u>\$500 Retired Death Benefit</u>	<u>Section 21620</u>
<u>1959 Survivor Benefit Level 4</u>	<u>Section 21574</u>
<u>2% Annual Cost-of-Living Allowance Increase</u>	<u>Section 21329</u>
<u>3% @ 55 Formula for State Peace Officer/Firefighter or Local Safety Member</u>	<u>Section 21363.1</u>
<u>Final Compensation 3 Year</u>	<u>Section 20037</u>
<u>Improved Nonindustrial Disability Allowance</u>	<u>Section 21427</u>
<u>Military Service Credit as Public Service</u>	<u>Section 21024</u>
<u>Military Service Credit for Retired Persons</u>	<u>Section 21027</u>
<u>Pre-Retirement Death Benefits to continue after remarriage of survivor</u>	<u>Section 21551</u>

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Pre-Retirement Option 2W Death Benefit	Section 21548
Prior Service	Section 20055
Public Service Credit for Peace Corps, AmeriCorps VISTA, or AmeriCorps Service	Section 21023.5
Public Service Credit for Periods of Layoff	Section 21022
Unused Sick Leave Credit - Local Member	Section 20965

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Current Mandated and Optional Benefits for 2.7%@57	
2.7% @ 57 Formula for Safety Members	Section 7522.25(d)
Final Compensation 3 Year	Section 20037
\$500 Retired Death Benefit	Section 21620
1959 Survivor Benefit Level 4	Section 21574
2% Annual Cost-of-Living Allowance Increase	Section 21329
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Pre-Retirement Death Benefits to continue after remarriage of survivor	Section 21551
Pre-Retirement Option 2W Death Benefit	Section 21548
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Public Service Credit for Peace Corps, AmeriCorps VISTA, or AmeriCorps Service	Section 21023.5
Public Service Credit for Periods of Layoff	Section 21022
Unused Sick Leave Credit - Local Member	Section 20965

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**MEMORANDUM
OF
UNDERSTANDING**



BETWEEN

**THE CITY OF WEST SACRAMENTO
AND
LOCAL 522 / WEST SACRAMENTO
FIREFIGHTER'S ASSOCIATION**

Effective April 1, 2017 through May 31, 2019

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1. RECITALS

- 1.1. This memorandum of Understanding is entered into by and between the City of West Sacramento, hereinafter referred to as the "CITY" and Local 522, hereinafter referred to as the "Local 522."
- 1.2. The City Council, or its designated agent(s) shall represent the City.
- 1.3. Local 522, or its designated agent(s) shall represent the employees in the bargaining unit represented by Local 522.
- 1.4. The City recognizes Local 522 as the sole and exclusive bargaining agent for all full-time employees of the City who are in the Firefighter, Fire Engineer, and Fire Captain classifications.
- 1.5. This Memorandum of Understanding shall be binding upon any successor employee organization, which is designated by Local 522 during the term of this agreement as their representative of the members of which they have been designated to represent. Recognition by the City of any successor employee organization to Local 522 shall be based upon that organization's adherence to all provision(s) of this agreement.

2. MANAGEMENT RIGHTS

Except as otherwise limited by a specific term of a labor agreement, the City has, and retains the sole and exclusive rights and functions of management, including, but not limited to, the following:

- To determine the nature and extent of services to be performed, as well as the right to determine and implement its public function and responsibility.
- To manage all facilities and operations of the City, including the methods, means and personnel by which the City operations are to be conducted.
- To schedule working hours and assign work.
- To establish, modify, or change work schedules or standards.
- To direct the workforce, including the right to hire, assign, promote, demote, or transfer an employee.
- To determine the location of all work assignments and facilities.

- To determine the layout and the machinery, equipment or materials to be used.
- To determine processes, techniques, methods and means of all operations, including changes, allocations, or adjustment of any machinery or equipment.
- To determine the size and composition of the work force.
- To determine policy and procedures affecting the selection or training of employees.
- To establish, assess and implement employee performance standards, including, but not limited to, quality and quantity standards; the assessment of employee performances; and the procedures for said assessment.
- To control and determine the use and location of City employees, property, material, machinery, or equipment.
- To schedule the operation of, and to determine the number and duration of shifts.
- To determine and enforce safety, health, and property protection measures and require adherence thereto.
- To transfer work from one job site to another or from one location or unit to another.
- To introduce new, improved, or different methods of operations, or to change existing methods.
- To layoff employees from duty for lack of work, lack of funds, or any other reason.
- To reprimand, suspend, discharge, or otherwise discipline employees.
- To discharge probationary employees without right of appeal.
- To establish, modify, determine, or eliminate job classifications and allocate City positions to such classification.
- To promulgate, modify, and enforce work rules, safety rules, and regulations.
- To take such other and further action as may be necessary to organize and operate the City in the most efficient and economical manner and in the best interest of the public it serves.
- To take all necessary actions to prepare for and carry out its mission in emergencies.

- To contract or subcontract construction, services, maintenance, distribution, or any other work with outside public or private entities.
- No Arbitrator shall have the authority to diminish any of the City rights included in this section.

Any agreement by the City to meet and confer or meet and consult over the effect of the exercising of a City right shall not in any way impair the right of the City to exercise and implement any of its rights.

3. LOCAL 522 RIGHTS

3.1. Agency Shop

3.1.1. Implementation

All employees subject to the MOU must either join Local 522, pay a service fee to Local 522 or execute a written declaration claiming a religious or personal exemption from this requirement. Any employee hired by the City, subject to this MOU shall be provided through the Human Resources Division a notice advising that the City has entered into an Agency Shop agreement with Local 522. Such notice shall include a form for the employee's signature authorizing payroll deduction of Local 522 dues or a service fee.

Said employee shall have ten (10) working days following the initial date of employment to fully execute the authorization form of his choice and return said form to the Human Resources Division.

The effective date of dues, service fee deductions or charitable contribution for such employees shall be the beginning of the first pay period inclusive of the date on which the City's Human Resources Division receives the signed authorization form. The employee's earnings must be sufficient, after other legal and required deductions are made, to cover the amount of the dues or service fees authorized.

When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings.

In the case of an employee who is in a non-pay status during only part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions have priority over Local 522 dues and service fees.

3.1.2. Religious or Personal Exemption

Any employee of the City, subject to this MOU who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization or who holds long standing personal beliefs regarding participation in any labor organization shall be permitted upon presentation of verification of active membership in such religion, body or sect, or personal affidavit, to make a charitable contribution equal to the service fee in-lieu of Local 522 membership or service fee payment.

Declarations of, or applications for, religious or personal exemption and any supporting documentation shall be forwarded to Local 522 within ten (10) working days of receipt by the City. Local 522 shall have ten (10) working days after receipt of a request for religious exemption to challenge any exemption granted by the City Manager or his/her designee. If challenged, the deduction to the charity of the employee's choice shall commence but shall be held in escrow pending resolution of the challenge.

Charitable deduction shall only be by regular payroll deduction.

3.1.3. Financial Reports

Upon request, Local 522 shall annually submit copies of a financial report similar to that required by the Labor-Management Disclosure Act of 1959, to the City's Human Resources Manager. Copies of such reports shall be available to employees, subject to the Agency Shop requirements of this Section, at the offices of Local 522.

Failure to file such a report within one hundred (100) days of the close of the Local 522's fiscal year shall result in the termination of all agency fee deductions, without jeopardy to any employee, until said report is filed.

3.1.4. Payroll Deductions

The City shall deduct Local 522 dues or service fees from employee's pay in conformity with State and City regulations. The City shall promptly pay to the designated payee all sums so deducted.

The City shall periodically provide a list of all persons making charitable deductions pursuant to a religious or personal exemption as described herein.

3.1.5. Hold Harmless

Local 522 shall indemnify and hold harmless the City, its officers and employees harmless from any and all claims, demands, suits, or any other action arising from the Agency Shop provisions herein. In no event shall the City be required to pay from its own funds Local 522 dues, service fees or charitable contributions which the employee was obligated to pay, but failed to pay, regardless of the reasons.

3.1.6. Waiver of Election for Newly-Represented Employees

The accretion of classifications and/or employees to the unit represented by Local 522 shall not require an election for the application of this Agency Shop provision to such classifications and/or employees.

3.2. Local 522 Release Time

Local 522 shall have a reasonable amount of release time for labor negotiations with the City and associated meetings and for employee/employer relations' matters involving the City and Local 522.

For other Local 522 business, a union time bank has been established. The bank will allow designated representatives to utilize time for the sole purpose of performing or conducting Local 522 activities, subject to the following conditions:

1. Employees may donate only vacation, CTO or holiday hours from his/her accrued leave balance to the bank. Such donation shall be voluntary, non-revocable and not returnable to the employee. An employee must complete a voluntary donation form to allow the deduction of hours. Effective the first full calendar quarter following final approval of this MOU, donations will only be allowed during the first two weeks of each calendar quarter (i.e. January, April, July and October.)
2. The maximum number of hours any member shall donate is twelve (12) hours per calendar year. Upon receipt of the voluntary donation form, Human Resources will immediately add those hours to the union time bank. The union time bank will be maintained by the Human Resources Division. Human Resources will provide a semi-

annual report on bank transactions to the West Sacramento Unit Representative, Local 522.

3. Use of the union leave bank shall be approved through the department's normal leave request process and shall not be unreasonably denied.
4. When the designated representative takes approved leave, the union time bank will be charged an hour and a half for each hour an employee's replacement is required to work, if needed. If no employee overtime is needed, the deduction will be on an hour to hour basis.
5. Union leave is authorized only to the amount of credit existing in the bank. The remaining unused amount in the bank on December 31st shall be carried over into the next calendar year.
6. Local 522 shall indemnify and hold the City harmless from any liability resulting from any and all claims, demands, suits or any other action arising from compliance with this section or in reliance on any documentation furnished under this section.

3.3. Use of Release Time

Use of Local 522 release time is subject to reasonable advance requests. Such request shall be to the Duty Chief. Approval of the release time must be received before the employee uses the time. The department shall reasonably grant or deny release time based upon legitimate operating needs.

3.4. Meetings

Local 522 shall have the right to reasonable use of City facilities for meetings upon timely written or oral application stating the purpose of such use. Such use shall not interfere with the regular course of doing business.

4. NO STRIKE PROVISION

4.1. Job Action

The officers, agents, representatives, and/or members agree that during the term of this agreement they will not honor any job action by any other employee(s) or recognize a picket line of a labor organization while in the course of the performance of their official duties.

4.2. Local 522 Responsibility

In the event of an unauthorized job action, as specified in 4.1 above, the City agrees that there will be no liability on the part of Local 522 provided the employee organization promptly and publicly disavows such unauthorized action, immediately orders the employees to resume work, and attempts to bring about a prompt resumption of normal operations, and provided, further that Local 522 notified the City in writing within forty-eight (48) hours after the commencement of such job action, as to the measures it has taken to comply with the provisions of this agreement.

4.3. Disciplinary Action

Should Local 522 fail to adhere to, or in any way violate the "No Strike Provision" in this agreement, the City may, in addition to any lawful remedies or disciplinary actions available, suspend any and all of the rights and privileges accorded Local 522 under any resolution, rule, or regulations of the City or any Memorandum of Understanding with Local 522, including, but not limited to, the suspension of recognition of Local 522.

5. NON DISCRIMINATION PROVISION

5.1. No person in the employment of the City or seeking employment thereby shall be appointed, reduced, or removed, or in any way favored or discriminated against because of race, religion, color, sex, gender, sexual orientation, national or ethnic origin, ancestry, citizenship status, uniformed member status, marital status, pregnancy, age, medical condition (cancer or HIV/AIDS related), genetic characteristic and physical or mental disability (actual or perceived) or political affiliation. The City has adopted Affirmative Action and Sexual Harassment policies to help ensure fair employment practices. The City shall ensure that all employment practices are in compliance with the Americans with Disabilities Act.

6. SICK LEAVE

6.1. Personnel assigned to the forty-eight (48)/ninety-six (96) schedule shall earn sick leave at the rate of one-half (1/2) shift per month.

- 6.2. Unit personnel assigned to forty (40) hour work schedules shall have their leave converted pursuant to Appendix A.
- 6.3. In the event of an employee's death or layoff, up to fifty percent (50%) of accumulated sick leave will be paid off. At retirement, an employee has two (2) options regarding his/her accumulated sick leave. The employee can choose up to fifty percent (50%) cash-out, the remaining percent of the employee's unpaid accumulated sick leave is reported to CalPERS for additional service credit OR in lieu of receiving any cash-out, the employee may choose to have one hundred percent (100%) of the accumulated sick leave reported to CalPERS.
- 6.4. An employee who is incapacitated due to serious illness or injury while on vacation leave shall have such time charged against sick leave when they promptly notify their supervisor and substantiate such request upon return to normal duty.

7. BEREAVEMENT LEAVE

- 7.1. Each employee shall be granted leave without loss of pay for up to two (2) work shifts in the event of the death of a member of the employee's immediate family. For the purpose of this section, "immediate family" shall be defined as parents, step-parents, husband, wife, children (including step-children and foster children), brother, sister, mother-in-law, father-in-law, daughter-in-law, and son-in-law.

In the case of the death of other close relatives, including the employee's brother-in-law, sister-in-law, step-brothers, step-sisters, aunts, uncles, grandparents, or grandchildren, the employee shall be granted time off with pay for one (1) work shift.

- 7.2. Additional time off with pay may be granted by the City when an employee's emotional condition warrants such consideration, however, such additional time off shall be subtracted from the employee's sick or other leave time.

8. FAMILY SICK LEAVE

- 8.1. Sick leave, not to exceed three (3) work shifts or seventy-two (72) hours in a calendar year, may be taken by an employee for the attendance upon a member of his/her immediate family because of illness, injury, or exposure to contagious disease and when attendance of such employee is

definitely required, or for his/her family member's medical or dental appointments. For the purpose of this Section, "family" shall be defined as husband, wife, domestic partner, child, brother, sister, parents or spouse's parents, brother-in-law, sister-in-law, grandparents, or spouse's grandparents. "Child" is defined as a biological, foster, or adopted child, a stepchild, a legal ward or a child of a person standing "in loco parentis" (refers to a person who has put him/herself in the situation of a lawful parent by assuming the obligations incident to the parental relation without going through the formalities necessary to legal adoption). A doctor's certificate may be requested by the department as proof of necessity for absences in order for sick leave to be used in accordance with this section.

9. VACATION

9.1. General Provisions

A Manual of Operating Procedures section for scheduling vacations and holidays has been developed between the Department and Union.

9.2. Accumulation of Vacation Leave

Vacation leave is accumulated yearly, and is computed on the basis of the employee's hire date as a full-time employee.

Annual vacation leave may not be accumulated; it must be used from year to year as accumulated, except as otherwise provided herein.

9.3. Scheduling Vacations

No more than two (2) members of each shift may be on vacation at a single time; however, during periods where sufficient staffing is available to provide adequate fire protection, the Fire Chief may authorize more than two (2) employees to be on vacation at the same time.

Priority of vacation selection shall be by department seniority, without regard to rank.

9.4. Vacation Accrual Schedule

Year of Service *	56-hour Employee Accrual Rate Per Pay Period**	Maximum Vacation Shifts Accrued During Service Year ***
1 st	5.538	6
2 nd	5.538	6
3 rd	5.538	6
4 th	5.538	6
5 th	5.538	6
6 th	8.308	9
7 th	8.308	9
8 th	8.308	9
9 th	8.308	9
10 th	8.308	9
11 th +	11.076	12

* 1st year of service is from 56-hour employee hire date to first anniversary. 2nd year of service is from first anniversary to second anniversary. Subsequent service years follow this pattern.

** Unit personnel assigned to forty (40) hour work schedules shall have their leave converted pursuant to Appendix A.

*** Service years do not correspond with calendar years for all employees. Number of shifts available at time of December Vacation Picks will vary depending on hire date. For example, an employee hired on January 1, 2012 would accrue 6 shifts in 2012 and have 6 shifts available to use in 2013; an employee hired on April 1, 2012 would accrue 4.5 shifts and have 4.5 shifts available for use in 2013; an employee hired on July 1, 2012 would accrue 3 shifts and have 3 shifts available for use in 2013; and, an employee hired on October 1, 2012 would accrue 1.5 shifts and would have 1.5 shifts available for use in 2013.

9.5. Vacation Buy-Back Pilot

For the term of this MOU only (for calendar years 2018 and 2019 only), shift employees may sell back seventy-two (72) hours annually and those on a forty- (40) hour workweek may sell back forty-eight (48) hours annually provided that shift employees retain at least 72 hours in their vacation bank and 40-hour workweek employees retain at least 48 hours in their vacation bank. Employees may elect to sell back such vacation on a quarterly basis (in March, June, September and December).

10. HOLIDAYS

10.1. All forty-eight (48)/ninety-six (96) hour personnel will receive six (6) twenty-four (24) hour shifts per year as holidays. Holidays may be taken in the form of compensation or time off or any combination thereof.

- 10.2. Unit personnel assigned to forty (40) hour work schedules shall have their leave converted pursuant to Appendix A.
- 10.3. Shift personnel assigned to work on a City designated holiday shall receive one and one-half (1-1/2) times their straight time hourly rate for a maximum of sixteen (16) hours per shift.
- 10.4. The requirements of Section 10.2 above shall be instituted for the following holidays:
- a) New Year's Day (January 1)
 - b) Martin Luther King Jr.'s Birthday (Third Monday in January)
 - c) President's Day (Third Monday in February)
 - d) Memorial Day (Last Monday in May)
 - e) Independence Day (July 4)
 - f) Labor Day (First Monday in September)
 - g) Veteran's Day (November 11)
 - h) Thanksgiving Day (Fourth Thursday in November)
 - i) Day after Thanksgiving Day (Friday following Thanksgiving)
 - j) Christmas Day (December 25)

11. RETIREMENT

The City shall continue retirement coverage for all employees under the California Public Employees' Retirement system (CalPERS).

For employees hired before July 1, 2012, the City's former "Safety Fire Plan" has been assigned to the CalPERS Safety 3% @ 50 Risk Pool. Employees shall pay the entire 9% of their employee CalPERS contribution. The current mandated and optional benefits of the Safety 3% @ 50 Risk Pool are located in Appendix B.

Should CalPERS at any time amend the Risk Pool Mandatory Benefits to either add, delete or modify benefits, the City has no obligation to meet and confer with the Union over these changes.

For employees hired on or after July 1, 2012, and before January 1, 2013 or Classic members as defined by CalPERS, the second-tier retirement formula shall be 3% @ 55. Employees shall pay

the entire 9% of their employee CalPERS contribution. The current mandated and optional benefits of the Safety 3% @ 55 Risk Pool are located in Appendix B.

For employees hired on or after January 1, 2013, who have never been a CalPERS member, have not been a CalPERS member in the past 180 days, and who are not eligible for reciprocity with another California public retirement system as defined by the Public Employees' Pension Reform Act (PEPRA), the retirement formula shall be 2.7% @ 57. Employees shall have a member contribution rate of fifty percent (50%) of the total normal cost rate. The current mandated and optional benefits of the Safety 2.7% @ 57 Risk Pool are located in Appendix B.

12. UNIFORM ALLOWANCE

- 12.1. Each employee shall receive an annual uniform allowance of eight hundred fifty dollars (\$850). Employees shall receive their uniform allowance in the last pay period of the calendar year after earning it.
- 12.2. Within the first two (2) years of employment with the City, employees shall purchase Class A uniforms. Class A uniforms shall comply with department standard.

13. HEALTH INSURANCE

- 13.1. The City shall continue enrollment in the State of California Public Employees' Retirement System (CalPERS) Health Insurance Program.
- 13.2. A cafeteria plan for health benefits (medical, dental, and vision) is provided to employees, with the City contributing \$750 per month for employee only coverage or medical opt-out, \$875 per month for employee plus one coverage and \$1,025 per month for employee plus two or more coverage. Employees must purchase dental and vision coverage at the employee only level. If the employee still has money left over after the purchase of medical (if elected), vision and dental insurance plans the employee can divert the remainder to a City deferred compensation plan or supplemental salary according to the procedures governing cafeteria plans as established by law.
- 13.3. **RETIREE HEALTH INSURANCE**

Pursuant to provisions of the CalPERS Health Insurance Program, the City shall pay up to \$750 per month for employees retired on the CalPERS Retirement Program. Dental insurance coverage may continue upon retirement, at the retiree's own expense. Vision insurance is only available for eighteen months, per COBRA, and is at the retiree's own expense.

14. COMPENSATION

14.1. Salary

Effective the payroll period inclusive of February 17, 2018, the classifications of Firefighter, Fire Engineer and Fire Captain shall receive a 1% salary increase.

<i>Position</i>	<i>Step A</i>	<i>Step B</i>	<i>Step C</i>	<i>Step D</i>
<i>Firefighter</i>	5992	6364	6729	7013
<i>Fire Engineer</i>		7710		
<i>Fire Captain</i>		8961		

14.2. Salary Step Increases

Consideration for advancement within the Firefighter salary range occurs in twelve-month intervals except that paid and unpaid leaves of absence shall be dealt with in accordance with Personnel Rules Section 3.4.2., Classification Plan Administration. However, an employee who is off work due to an accepted worker's compensation injury or illness will be treated in the same manner as an employee on FMLA. Salary step increases shall be given at the beginning of the payroll period in which the employee's years of service anniversary date falls.

14.3. Fire Staff Administrative Captain Assignment

A Fire Captain who is routinely and consistently assigned to administrative work during normal hours of employment that may differ from the work schedule of other fire suppression

personnel by the Fire Chief shall receive an additional five percent (5%) during the term of their assignment. The Fire Chief or designee will assign such duties and determine the number of employees receiving this assignment at their sole discretion.

14.4. Educational Incentive Pay

Maximum educational incentive that may be obtained is 4% of base pay per employee.

<u>Education/Certificate</u>	<u>Amount</u>
BA/BS	4%
AA/AS	2%
Fire Science Certificate	2%
Fire Officer Certificate or Company Officer Coursework Completed	1.5%
Fire Driver/Operator Certificate or Fire Apparatus Driver/Operator Pump Coursework	1.5%
Fire Investigator I Certificate	0.5%
Fire Instructor I Certificate	0.5%
HazMat Technician Certificate	0.5%

Probationary employees are not eligible to receive incentive pay.

14.5. Overtime Pay

The City and Association have agreed to utilize a twenty-four (24) day/one hundred eight-two (182) hour work period pursuant to Section 207(k) of the Federal Fair Labor Standards Act (FLSA). Actual scheduled hours in the twenty-four (24) day period are one hundred ninety-two (192). Hours worked in excess of one hundred eight-two (182) hours in the twenty-four (24) day work period will be paid at one and one-half (1-1/2) times the employee's regular hourly rate of pay.

14.5.1. All overtime worked as a result of emergency call back or station staffing will be paid at one and one-half (1-1/2) times the employee's regular hourly rate of pay.

14.5.2. Compensation leave will be provided in lieu of overtime pay at the same rates that would be accrued for pay purposes. It shall be the employee's responsibility to notify the City when compensation leave is desired in lieu of overtime pay.

14.5.3. Maximum accumulation of compensation time shall be one hundred twenty (120) hours for shift personnel.

14.5.4. Time worked as a continuation of the normal twenty-four (24) hour shift shall be compensated in accordance with the Federal Fair Labor Standards Act; that is, time worked shall be rounded to the nearest twelve (12) minute increment.

14.5.5. When an employee, after completing his/her normal work shift and after leaving his/her work facility, responds to an authorized order to return to duty to perform emergency or non-scheduled services, he/she shall be guaranteed the opportunity to work for two (2) hours or be paid two (2) hours in-lieu of work.

14.6. Out of Classification Pay

14.6.1. The Fire Chief or his/her designee shall make out-of-class assignments. A Firefighter temporarily assigned out-of-class to a Fire Engineer, a Fire Engineer temporarily assigned out-of-class to a Fire Captain, and a Fire Captain temporarily assigned out-of-class to a Fire Battalion Chief, shall be paid fifty dollars (\$50) for a full shift or two dollars eight cents (\$2.08) per hour if less than a full twenty-four (24) hour shift.

A Firefighter temporarily assigned out-of-class to a Fire Captain shall be paid seventy-five dollars (\$75) for a full shift or three dollars thirteen cents (\$3.13) per hour if less than a full twenty-four (24) hour shift.

14.6.2. To be eligible for such out-of-class, the individual must have passed the promotional examination for the next higher rank, or pass qualifying criteria as set by the City.

14.7. Standby Pay

Employees shall be paid two dollars (\$2.00) per hour for any hours worked on a standby assignment. The Fire Chief or his/her designee shall determine standby schedules. Standby is voluntary. If an employee volunteers for standby, then the following provisions apply:

- Standby may be for up to a twenty-four (24) hour period.

- When called out, the employee shall be under the functional supervision of the Duty Chief or Incident Commander.
- The employee must be able to get to the scene within fifteen (15) minutes. When assigned to standby, the employee may not consume any alcoholic beverage or engage in any other activities, which would affect his/her ability to effectively respond and perform his/her duties.
- They employee shall have a pager with him/her at all times while on standby.
- When an employee is on a standby assignment, he/she shall be paid for a minimum of two (2) hours work at the overtime rate when called out.

14.8. Signing Bonus

Effective the first payroll period after ratification by the Fire Association and approval by the City Council, all Fire Association members will receive a one-time, non-PERSable signing bonus of three thousand seven hundred forty dollars (\$3740). The City can provide this bonus in cash or dedicate to deferred compensation consistent with normal protocol.

14.9. Mid-Contract Term Bonus

Effective the first pay period in July 2018, employees shall receive a one-time, non-PERSable, lump sum, mid-contract term bonus in the amount of three thousand dollars (\$3000). The City can provide this bonus in cash or dedicate to deferred compensation consistent with normal protocol.

15. EMERGENCY MEDICAL TECHNICIAN (EMT) CERTIFICATION REQUIREMENT

All employees are required to have and maintain an EMT-1A or FS certificate. This shall be a condition of employment.

16. SCHEDULE AND HOURS

16.1. Duty Schedule

All shift personnel shall work a forty-eight (48)/ninety-six (96) hour schedule. (48 hours on duty, followed by 96 hours off duty.) All forty-eight (48)/ninety-six (96) hour shift personnel shall report for duty at 0800 hours and go off duty at 0800, forty-eight (48) hours later.

Example Duty Schedule: (Regular Shift Personnel)

"X" denotes workday or duty shift

"O" denotes day off or shift off

XXOOOO

16.2. Station Assignments and Transfers

The City has adopted a Manual of Operating Procedures section, which provides a procedure by which employees may express their preference for station assignments and/or transfers.

16.3. Shift Trades

The City has adopted a Manual of Operating Procedures section, which provides a procedure by which employees may request voluntary shift trades.

17. DEPARTMENT SENIORITY LIST

17.1. Employees shall be placed on the seniority list in accordance with the date they were first placed on the payroll of the Fire Department (Westgate, Bryte and Washington) as full-time employees. Reserve, part-time, or extra-help employment will not be credited. When two (2) or more employees are assigned to the payroll on the same date, preference in the placement on the list shall be given based on relative standing on the Firefighter eligibility list in the case of firefighting personnel.

18. LAYOFFS

18.1. Order of Layoff

Layoffs shall be based on the inverse order of seniority as set out in the seniority roster last provided to Local 522, pursuant to the hereinafter-mentioned Memorandum of Understanding, with any additions or deletions of employees' names appended thereto by action of the City Council. Layoffs hereunder shall be so that employees with the least seniority shall be laid off first.

18.2. Seniority

The seniority date of an employee and his/her position on the seniority roster, shall be determined pursuant to criteria set out in the Memorandum of Understanding between Local 522 and the City .

18.3. Seniority Roster Availability

A current copy of the Seniority Roster shall be made available for inspection at reasonable times to employees upon request.

18.4. Employee Notice

The employee shall be given a thirty (30) calendar day written notice of layoff or demotion by the City Council or its authorized representative. The notice of layoff or demotion shall include the following information:

- a) Reason for layoff or demotion; and
- b) Effective date of layoff or demotion.

18.5. Layoff Hearing

An employee who received a Notice of Layoff shall be entitled to request a hearing before the Council or its authorized representative prior to the effective date of the layoff. Such a request shall be made within fourteen (14) calendar days of service of the Notice of Layoff of the adoption of the rules and procedures by the Council, whichever occurs last. Failure to make such a request shall waive the right to a hearing. At said hearing, the employee may challenge the determination of persons to be laid off and the procedure used to layoff. The employee shall have the right to be represented by a representative of his/her choosing, to present evidence, and to cross examine any witnesses. Within fourteen (14) calendar days following the hearing, the Council shall issue findings of fact, conclusions, and an order affirming or revoking the layoff of the employee. Said findings, conclusion, and order shall be served on the employee by placing them in a sealed envelope and mailing them by first class mail, postage prepaid, to the last known address of the employee. Unless the Council orders revocation of the Notice of Layoff, the employee shall be laid off at the date set forth in the Notice of Layoff.

If, after request, the hearing is not held prior to the effective date of layoff as set forth in the Notice of Layoff, the effective date of the layoff shall be deemed to have been extended until after the hearing and the issuance of the order by the Council. In such case, the Council shall set a new effective date of layoff in their order unless they order revocation of the original notice.

18.6. Future Vacancies

When vacancies occur within five (5) years thereafter, such reduced or laid off employees shall be given the opportunity to be rehired or advanced to their former classification from the established layoff eligibility list on the basis of seniority prior to the employment of any new eligibles; provided, however, that such eligibles meet a physical examination. If any such laid off employee fails to report for duty within thirty (30) calendar days after mailing to him/her of a written notice by registered mail to the last known address, he/she shall lose his/her right to be hired.

19. REPAIR OR REPLACEMENT OF DAMAGED PERSONAL PROPERTY

19.1. The City agrees to reimburse employees for damaged personal property according to the City's Administrative Policy No. II-E-8.

20. RULES, REGULATIONS MEET AND CONFER CONSIDERATIONS

20.1. Should the City propose changes in City Rules and Regulations or wages, hours, and working conditions which fall within the scope of representation; the City shall give notice to Local 522 and upon request, meet and confer upon those changes.

20.2. Copies of any Memorandum of Understanding resulting here from and/or Rules and Regulations shall be posted on-line or sent to Local 522 members upon request.

20.3. Both parties agree to begin negotiations six months prior to the contract expiration date. It is agreed that when both parties enter into the meet and confer process, the following criteria shall be used:

- a) Internal classification relationships;

- b) Labor market conditions;
- c) Financial condition of the City;
- d) Cost of living analysis;
- e) Benchmark survey of total compensation

21. PROBATIONARY PERIOD

21.1. Purpose

To enable the City and the Fire Chief to exercise sound discretion in filling positions within the City.

21.2. New Hires

No appointment of employment in the City shall be deemed final and permanent until after the expiration of a twelve (12) months probationary service. During this probationary period, the Fire Chief may terminate the employment for unsatisfactory performance. Provided, however, no probationary employee shall be terminated because of sex, race, religion, political belief or Local 522 membership. Probationary employees terminated during their probationary period shall not have the right to appeal. This would not preclude a probationary employee from seeking any other legal remedy.

21.3. Promotion

No promotion to any position in the City shall be deemed final and permanent until after the expiration of a period of twelve (12) months probationary service. During this probationary period, the Fire Chief may cancel the appointment to a higher rank if during this period he/she shall deem him/her unfit for such appointment based on material reasons. In the event of unsatisfactory performance, an employee may be demoted to his/her previous permanent rank.

22. WORKING CONDITIONS

- 22.1. The City shall provide and maintain a station environment consistent with reasonable standards of safety, sanitation, comfort, and appearance. The station environment includes, but is not

limited to: kitchen, rest rooms, dormitory, beds and mattresses, station furniture, lighting, floor covering, exercise facilities, and apparatus area.

- 22.2. Employees of the City shall care for such station environment consistent with the highest possible standard.
- 22.3. The City shall furnish bed sheets, pillow coverings, and bath towels.
- 22.4. Changes in said station environment constitute changes in working conditions and are therefore negotiable.
- 22.5. The City shall pay the cost for enrolling and participation in the approved Safety Exposure Reporting Program.
- 22.6. The City recognizes that the West Sacramento Firefighters are professional firefighters, and that all duties will be those related to the Fire Service as determined by agreed upon job descriptions.

23. PROMOTIONAL EXAMINATIONS

- 23.1. Notice of promotional tests to be administered and the dates and time of said tests shall be conspicuously posted in all stations a minimum of thirty (30) calendar days prior to the test date(s). Promotional lists will be established after results of tests are final.
- 23.2. The City shall conduct promotional examinations for the classification of Fire Engineer and Fire Captain on an alternating bi-annual basis. As a result of these examinations, the City shall establish and maintain a promotional list for the above classifications for the two (2) year period between the examinations.
- 23.3. **Rule of Five (5)**

The Rule of Five (5) shall be interpreted as follows:

For the first job opening available, five (5) eligible candidates will be interviewed. For each additional job opening, one (1) additional eligible candidate will be interviewed. For example, if there are three (3) job openings, seven (7) candidates will be interviewed. In the event of a tie score within the candidate pool to be interviewed, all candidates with the same score will be interviewed.

23.4. List Ranking

Results of promotional examinations shall be provided to each candidate to include their own placement on the list in rank order. Additionally, when the Fire Chief or his/her designee receives the eligibility list, it will show the rank order for all eligible candidates.

23.5. Minimum Qualifications

A candidate possessing a BA/BS will be deemed to have met all educational requirements, regardless of the field of study.

24. NON-DISCIPLINARY GRIEVANCE AND ARBITRATION PROCEDURE

24.1. Purpose

The purpose of this procedure is to provide for an orderly process for reviewing and resolving employee grievances at the lowest possible administrative level in the shortest possible time.

24.2. Definitions of Grievance

Grievance: A grievance is a complaint of one or a group of employees or a dispute between the City and an Exclusively Recognized Employee Organization involving the interpretation, application, or enforcement of the express terms of any Memorandum of Understanding, rules or regulations.

Discharge, suspension, demotion, and/or other disciplinary actions of an employee shall not be subject to the grievance procedure pursuant to this Section. Those matters shall be governed by the disciplinary procedures set forth in the City Personnel Rules.

24.3. Informal Grievance Procedures

The grievant shall orally discuss his/her grievance with his/her immediate supervisor within ten (10) days from the event giving rise to the grievance or from the date the employee could reasonably have expected to have had knowledge of such event, but in no event longer than thirty (30) days from the act or omission. The employee shall identify the discussion as the informal step of the procedure. However, failure to identify the discussion as an informal step of the procedure

shall not prejudice the grievant. The supervisor shall have seven (7) days to give an answer to the employee. The supervisor's response may be given orally or in writing and should clearly be identified as the informal response to the grievance.

24.4. Formal Grievance Procedure

24.4.1. Level I

If a grievant is not satisfied with the resolution at the informal level, he/she may, within five (5) days of receipt of such answer, file a formal written grievance on a prescribed form with his/her supervisor. The supervisor within five (5) days thereafter shall give a written answer to the grievant.

24.4.2. Level II

If the grievant is not satisfied with the written answer from his/her supervisor, the grievant may, within five (5) days from the receipt of such answer, file a written appeal to the Department Head. Within fifteen (15) days of the receipt of the written appeal, the Department Head shall investigate the grievance, which may include a meeting with the concerned parties, and give a written answer to the grievant. The Department Head may affirm, modify, reverse, or otherwise resolve the decision appealed.

24.4.3. Level III

If the grievant is not satisfied with the written answer from the Department Head, the grievant may, within five (5) days of such answer, file a written appeal to the City Manager or his/her designee. Within twenty (20) days of the receipt of the written appeal, the City Manager or his/her designee shall investigate the grievance, which may include a meeting with the concerned parties and thereafter give a written answer to the grievant, which answer shall be final and binding unless appealed. The City Manager may affirm, modify, reverse, or otherwise resolve the decision appealed.

24.4.4. Level IV

If the grievant is not satisfied by the decision made by the City Manager, he/she must submit a written request within fifteen (15) days of the receipt of the response from the City Manager for a hearing before the Adjustment Board. Either party may request that Level IV be waived and that the appeal be elevated to Level V, arbitration. If the parties do not mutually agree to waive the Adjustment Board within the time frame as specified above; that is within fifteen (15) days of the receipt of the response from the City Manager, the grievance will proceed to the Adjustment Board. If the parties do mutually agree to waive the Adjustment Board, the grievance will proceed to Section 24.5, Selection of Arbitrator.

The hearing before the Adjustment Board shall be heard whenever possible within thirty (30) days of receipt of the request by the City Manager. The grievant shall be sent notice of the hearing at least fifteen (15) days prior to the hearing.

The Adjustment Board will be comprised of two (2) Union representatives, no more than one (1) of whom shall be either an employee of the City or an elected or appointed official of the Union; and two (2) representatives of the City, no more than one (1) of whom shall be either an employee of the City or a member of the staff of any organization employed to represent the City in the meet and confer process. No decision of the Adjustment Board shall be final and binding without receiving the affirmative votes of at least three (3) members of the Board.

24.4.5. Level V

If the Adjustment Board is unable to arrive at a majority decision, either the Union or the City may, within fifteen (15) days of the written receipt of the Adjustment Board decision, require that the grievance be referred to an impartial Arbitrator.

24.5. Selection of Arbitrator

An Arbitrator may be mutually agreed upon by the two parties. If they fail to agree upon the Arbitrator within ten (10) working days, the Division of State Mediation and Conciliation Service (SMCS) of the State of California Public Relations Board shall be requested to submit a list of five (5) Arbitrators and, from such, the employee and the City Manager or his/her designee shall promptly select the Arbitrator by the alternate striking of names, commencing with the employee, from said list.

Upon selection of the Arbitrator, the City Manager or his/her designee shall contact the Arbitrator and arrange for the earliest hearing date available with regard to the parties' schedules. Should the Arbitrator's calendar preclude a hearing date within sixty (60) days, the City Manager or his/her designee may require the parties to strike names for a replacement hearing officer.

24.6. Arbitration Hearing and Decision

The arbitration hearing shall be conducted as a full scale evidentiary hearing with full due process rights, including the right to present witnesses, present evidence, cross examine opposing witnesses, the right to counsel and findings to support the decision.

The Arbitrator shall conduct a hearing and shall either issue an oral bench decision or shall, within thirty (30) days of conclusion of the hearing, render a written decision and/or order. Any decision and/or order of the Arbitrator shall be final.

24.7. Automatic Advances

If, at any step in the informal or formal grievance procedure, it is determined that the designated person who is to respond to the grievance does not have the authority to resolve the issue presented, the grievance automatically advances to the next line of authority, as designated in the grievance procedure, who does have the authority to respond.

24.8. Cost of Grievance Arbitration

The cost of the arbitration, including the Arbitrator's fee, shall be shared equally by the employee and the City.

24.9. Time Limits

Time limits are considered an integral and important part of the grievance procedure, and may not be waived except by mutual written consent of the parties. In the event that a grievant fails to carry his/her grievance forward within a prescribed time period, the grievance shall be considered settled without precedent based upon the decision rendered at the most recent step utilized, and any right to pursue the grievance further shall be deemed waived and abandoned. If

a supervisor or manager fails to respond with an answer to a grievant within a given time period, the grievant may proceed to the next higher level of the grievance procedure.

25. DISCIPLINARY PROCEDURE

This procedure shall be followed for the following disciplinary actions: suspension without pay, reduction in pay, demotion, or dismissal. Specific grounds for disciplinary action are outlined in Section 4.9 of the City Personnel Rules.

25.1. Purpose

The purpose of the disciplinary procedure is to provide employees subject to disciplinary action with all rights to which they are entitled by law; to provide an orderly procedure for pre-action notice, response, implementation, and appeal; to correct deficiencies in employee performance and to assure improvement to meet job standards.

25.2. Employee Representation

An employee may have a representative present at all stages of the disciplinary process as outlined in Sections 25.4 through 25.10 provided that the representative is not a party to the action.

25.3. Administrative Leave

An employee may be placed on administrative leave, with pay, pending investigation of facts possibly giving rise to the potential need for discipline.

25.4. Notice of Proposed Disciplinary Action

Prior to suspension without pay, reduction in pay, demotion, or dismissal, the employee shall be provided the following:

- a) Notice of the proposed action;
- b) The reasons for the proposed action;
- c) A copy of the charges and any materials upon which the proposed action is based;
- d) Notice that the employee is entitled to an opportunity to respond to the charges orally or in writing, or both, personally or with a representative, which may be an attorney;

- e) The date and time of the response meeting during which the employee and his/her representative shall have an opportunity to refute the charges or present facts that may not be known;
- f) Notice that if the employee fails to attend the response meeting, the employee shall be deemed to have waived all rights to said meeting and from appeal to any action taken.

25.5. Notice of the Response Meeting

Notice of the response meeting shall be given no less than seven (7) days prior to the meeting.

25.6. Response Meeting

At the time and place set for the meeting giving the employee an opportunity to respond, the employee may respond orally and/or in writing, personally, or with a representative. Neither party shall be entitled to call witnesses or take testimony. At the meeting, the City Manager or his/her designee may consider information contained in the charges and recommendations, as well as information presented by the employee or his/her representative. At the conclusion of the response meeting or within seven (7) days, the City Manager or his/her designee shall issue an order either implementing or determining not to implement the action. The City Manager or his/her designee may implement an action that is of lesser severity than that which was initially proposed.

25.7. Implementation of Decision

When discipline is imposed, a copy of the order shall be served upon the employee either personally, or by registered or certified mail, return receipt requested, at the last known address on file with the City. The order shall include:

- a) A statement of the nature of the discipline imposed;
- b) The effective date of the discipline;
- c) A statement of the causes for the discipline;
- d) A statement of the specific facts or omissions upon which the discipline is based; and
- e) A statement advising the employee of his/her rights to appeal the disciplinary action. This statement shall include the manner and time within which an appeal must be taken, and the required content of the appeal notice.

25.8. Disciplinary Appeal Procedure

The employee, or his/her representative, after service of an order of disciplinary action as specified in Section 25.7 may request that the matter be submitted to an impartial Arbitrator. A written request for a hearing before an Arbitrator must be served on the City Manager or his/her representative within ten (10) days following receipt of the order of discipline. The demand for a hearing shall include:

- a) Specific grounds for review; and
- b) Copies of materials on which the appeal is based.

25.9. Selection of Arbitrator

An Arbitrator may be mutually agreed upon by the two parties. If they fail to agree upon the Arbitrator within ten (10) working days, the Division of State Mediation and Conciliation Service (SMCS) of the State of California Public Employment Relations Board shall be requested to submit a list of five (5) Arbitrators, and from such, the employee or his/her representative and the City Manager or his/her designee shall promptly select the Arbitrator by the alternate striking of names, commencing with the employee, from said list.

Upon selection of the Arbitrator, the City Manager or his/her designee shall contact the Arbitrator and arrange for the earliest hearing date available with regard to the parties' schedules. Should the Arbitrator's calendar preclude a hearing date within sixty (60) days, the City Manager may require the parties to strike names for a replacement hearing officer.

25.10. Arbitration Hearing and Decision

The arbitration hearing shall be conducted as a full-scale evidentiary hearing with full due process rights including the right to present witnesses, present evidence, cross examine opposing witnesses, the right to counsel and findings to support the decision. Within thirty (30) days of the conclusion of the hearing, the Arbitrator shall render a written decision. The decision of the Arbitrator shall be provided to both parties. Any decision of the Arbitrator shall be binding to both parties. The decision of the Arbitrator shall be final subject only to judicial review pursuant to the Code of Civil Procedure Section 1094.6.

25.11. Cost of Disciplinary Arbitration

The cost of the Arbitrator and any expenses associated with the hearing shall be shared equally by the employee and the City. If a transcript of the proceedings is requested, the party making such request shall pay the cost.

26. MATERNITY, PATERNITY, AND FAMILY CARE LEAVE

26.1. Maternity and Paternity Leave

Specific requirements are outlined in section 4.5.6 of the City's Personnel Rules. The City agrees that the terms and conditions of the Maternity and Paternity Leave contained in this section of the Personnel Rules shall not be changed without meeting and conferring with the Association.

26.2. Family and Medical Leave

Specific requirements are outlined in section 4.5.10 of the City's Personnel Rules. The City agrees that the terms and conditions of the Family and Medical Leave contained in this Section of the Personnel Rules shall not be changed without meeting and conferring with the Association.

27. HAZARDOUS MATERIAL RESPONSE

27.1. The City will meet and confer with Local 522 in the event that the City changes the current level of response to hazardous material calls.

28. TERM

28.1. The term of the Memorandum of Understanding shall be for a period of twenty-six (26) months beginning on April 1, 2017, and continuing through May 31, 2019 or until such time as it is superseded by a new Memorandum of Understanding between the parties.

DATED: _____

Christopher Cabaldon, Mayor
City of West Sacramento

Ty Bailey, President
IAFF Local 522/West Sacramento Firefighter's

Greg Fonts, President
West Sacramento Firefighter's Association

APPENDIX "A" LEAVE CONVERSION - 40 HOUR PERSONNEL

One twenty-four (24) hour shift of leave time (i.e., vacation, holiday, or sick leave) is equivalent to two (2) eight-hour (8) days (i.e., sixteen (16) hours). Members assigned to a forty (40) hour workweek will accrue leave based on the following conversion factor:

- One (1) twenty-four (24) hour shift of leave time for a fifty-six (56) hour a week employee is equal to sixteen (16) hours of leave for a forty (40) hour a week employee.
- The number of annual shifts of leave for a fifty-six (56) hour a week employee multiplied by sixteen (16) hours equals the number of hours of leave for a forty (40) hour a week employee.

On January 1 of each year, the forty (40) hour employee will be credited with the combined amount of vacation and holiday hours accrued in the prior calendar year. Sick leave is accrued on a monthly basis.

The various accruals for a fifty-six (56) hour and forty (40) hour employee are noted below:

Vacation:

56-Hour Employee:

Years of Service	Shifts Earned	Annual Accrual Hours	Monthly Accrual Hours
0 - 5 years	6	144	12
6 - 10 years	9	216	18
11+ years	12	288	24

40-Hour Employee:

Years of Service	Conversion Factor	Annual Accrual Hours	Monthly Accrual Hours
0 - 5 years	6 shifts x 16 hours	96	8
6 - 10 years	9 shifts x 16 hours	144	12
11+ years	12 shifts x 16 hours	192	16

Holidays:

56 Hour Employee	Conversion Factor	40 Hour Employee Annual Holiday Hours
6 shifts	6 shifts x 16 hours	96

Sick Leave:

56 Hour Employee	Conversion Factor	40 Hour Employee Monthly Accrual
1/2 shifts	1/2 shift x 16 hours	8 hours

APPENDIX "B" MANDATED & OPTIONAL BENEFITS FOR RETIREMENT

Current Mandated and Optional Benefits for 3%@50	
Military Service Credit as Public Service	Section 21024
Military Service Credit for Retired Persons	Section 21027
Pre-Retirement Option 2W Death Benefit	Section 21548
Public Service Credit for Peace Corps, AmeriCorps VISTA, or AmeriCorps Service	Section 21023.5
Public Service Credit for Periods of Layoff	Section 21022
1959 Survivor Benefit Level 4	Section 21574
3% @ 50 Patrol or Local Safety Member	Section 21362.2
Pre-Retirement Death Benefits to continue after remarriage of survivor	Section 21551
Unused Sick Leave Credit - Local Member	Section 20965
Improved Nonindustrial Disability Allowance	Section 21427
\$500 Retired Death Benefit	Section 21620
2% Annual Cost-of-Living Allowance Increase	Section 21329
Final Compensation 1 Year	Section 20042
Prior Service	Section 20055

Current Mandated and Optional Benefits for 3%@55	
\$500 Retired Death Benefit	Section 21620
1959 Survivor Benefit Level 4	Section 21574
2% Annual Cost-of-Living Allowance Increase	Section 21329
3% @ 55 Formula for State Peace Officer/Firefighter or Local Safety Member	Section 21363.1
Final Compensation 3 Year	Section 20037
Improved Nonindustrial Disability Allowance	Section 21427
Military Service Credit as Public Service	Section 21024
Military Service Credit for Retired Persons	Section 21027
Pre-Retirement Death Benefits to continue after remarriage of survivor	Section 21551
Pre-Retirement Option 2W Death Benefit	Section 21548
Prior Service	Section 20055
Public Service Credit for Peace Corps, AmeriCorps VISTA, or AmeriCorps Service	Section 21023.5
Public Service Credit for Periods of Layoff	Section 21022
Unused Sick Leave Credit - Local Member	Section 20965

Current Mandated and Optional Benefits for 2.7%@57	
2.7% @ 57 Formula for Safety Members	Section 7522.25(d)
Final Compensation 3 Year	Section 20037
\$500 Retired Death Benefit	Section 21620
1959 Survivor Benefit Level 4	Section 21574
2% Annual Cost-of-Living Allowance Increase	Section 21329
Improved Nonindustrial Disability Allowance	Section 21427
Military Service Credit as Public Service	Section 21024
Military Service Credit for Retired Persons	Section 21027
Pre-Retirement Death Benefits to continue after remarriage of survivor	Section 21551
Pre-Retirement Option 2W Death Benefit	Section 21548
Prior Service	Section 20055
Public Service Credit for Peace Corps, AmeriCorps VISTA, or AmeriCorps Service	Section 21023.5
Public Service Credit for Periods of Layoff	Section 21022
Unused Sick Leave Credit - Local Member	Section 20965

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MEETING DATE: March 21, 2018

ITEM # 13

SUBJECT:

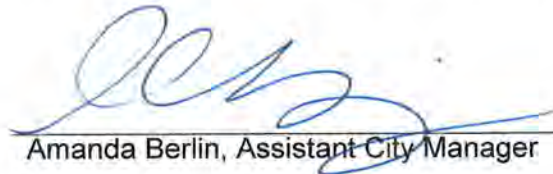
CONSIDERATION OF OPPORTUNITY TO JOIN THE TRANSPORTATION FOR AMERICA (T4AMERICA) SMART CITIES COLLABORATIVE AND APPROPRIATION OF \$10,000 IN MEASURE E FUNDS FOR PROGRAM EXPENSES

INITIATED OR REQUESTED BY:

Council Staff
 Other

REPORT COORDINATED OR PREPARED BY:

Jon Robinson, Deputy City Manager
Sarah Strand, Assistant Transportation Planner



Amanda Berlin, Assistant City Manager

ATTACHMENT Yes No Information Direction Action

OBJECTIVE

The purpose of this staff report is to inform the City Council about an opportunity for the City to participate in the Transportation for America (T4America) Smart Cities Collaborative and request an appropriation of \$10,000 in Measure E (Smart City) funds to cover expenses related to participation in the Collaborative.

RECOMMENDED ACTION

Staff respectfully recommends that the City Council:

1. Authorize the Mayor or his designee to take any actions necessary to effectuate the City's participation in Transportation for America, including but not limited to entering into relevant agreements; and,
2. Approve an appropriation of \$10,000 in Measure E (Smart City funds) to cover the City's Smart Cities Collaborative membership fee and related expenses for FY 2018-19.

BACKGROUND

Transportation for America (T4America) is a nationally recognized alliance of elected, business and civic leaders from communities around the country collaborating to promote investment in smart, home-grown, locally-driven transportation solutions. T4America was founded by James Corless, who was recently appointed as Chief Executive Officer (CEO) for the Sacramento Area Council of Governments (SACOG), in April 2017, after serving as the Director of T4America for eight years. In 2016, T4America launched the Smart Cities Collaborative (Collaborative) to build a national forum for collaboration and to provide direct technical assistance to a number of leading-edge cities advancing smart mobility policies and projects. The Collaborative facilitates a peer-learning network enabling cities to share lessons learned and avoid "re-inventing the wheel," while also connecting cities with some of the leading transportation minds in the private sector and academia.

Participation in the Collaborative is competitive and fee-based. T4America invites only a limited number of cities each year based on their demonstrated efforts to implement new mobility and smart city projects. In its first year, the Collaborative received nearly 60 applications to participate, of which only 16 cities were selected to participate, including: Austin, TX; Denver, CO; Los Angeles and San Francisco, CA; Portland OR; Seattle, WA; Minneapolis/St. Paul, MN; and Washington DC. In year one, the Collaborative convened participants to learn from their peers and test concepts, understand market potential, assess regulatory and political hurdles, address environmental and equity issues and refine their approach to implementing smart mobility concepts.

Now preparing to launch its second year, T4America contacted City of West Sacramento staff to strongly encourage submission of an application to join the Smart Cities Collaborative (Year 2) after hearing about the City's pending Mobility Action Plan (MAP) and associated partnership with Via Transportation, Inc., to deploy a one-year, citywide On-Demand Rideshare/Microtransit service, anticipated to launch in May 2017.

ANALYSIS

The second year of the Smart Cities Collaborative will focus on how emerging technologies and new mobility are reshaping the right-of-way and will consist of quarterly in-person workshops wherein participants will discuss approaches to these topic areas and develop best practices alongside other city leaders. Content and curriculum will be separated into four sub-topics: design, measure, manage and price. Collaborative workshops and resources will explore how the right-of-way and curb space are evolving, measuring and analyzing project, modal and system performance, managing public and private mobility providers in tandem and pricing road and curb space in service of long-term outcomes. Additional information on the curriculum for Year 2 is provided in Attachment 1.

In addition to peer agency sharing, participants will also engage in an open and informal environment with the private sector, academia, nonprofits and other experts from around the country. In between quarterly in-person meetings, the Collaborative will host monthly online discussions to continue the conversation and keep participants up to date on how their peers are progressing with their project and tackling their challenges.

With the understanding that the City's participation remains subject to City Council approval, staff applied to join the T4America Smart Cities Collaborative on February 16, 2018, in order to meet the T4America submission deadline. Staff has since been notified that the City of West Sacramento's application was successfully selected from a pool of over 50 applicants in 20 different states to join the Collaborative, should City Council approve (see Attachment 2). On April 6, T4America will make a national press release announcing the cohort of cities that will comprise the 2018-19 Smart Cities Collaborative.

Membership in the Smart Cities Collaborative costs \$7,500 per participating staff member, which covers all expenses associated with attending the T4America-sponsored quarterly events throughout the year including all flights, lodging, food and materials, as well as T4America staff time and overhead. The City Manager's office is proposing to send one (1) staff member to attend T4America events in FY 2018-2019, and adding \$2,500 to cover materials and other expenses associated with preparing presentations and project collateral on the City's smart city efforts, bringing the total request to \$10,000.

The City stands to reap significant benefits from joining the Collaborative, not only through the peer learning network and technical assistance, but also by better equipping the City to pursue a growing pool of grant programs targeted at Smart Cities and innovative transportation models (i.e., federal Smart City Challenge, DOT Mobility on Demand Sandbox, SACOG TDM Innovations program). The City's participation could also boost interest from start-ups, various technology and new mobility companies, and innovators at-large, as West Sacramento would be one of a few small cities joining the ranks of a collaborative comprised primarily of major metropolitan cities and leaders in this sector. Key benefits of participating in the Collaborative include:

Capacity Building	Participating staff would increase their knowledge of emerging transportation issues and new mobility models.
Networking	City staff would have the opportunity to network with transportation experts from the public, private, non-profit and academic sectors.
Technical Support	T4America members gain access to a nationwide network of transportation experts who can provide technical assistance with grants and other funding opportunities.
Publicity	The City would have the opportunity to amplify its voice on national transportation policy issues.
Advocacy	T4America advocates for strong state and federal transportation programs, which would benefit City initiatives such as the Downtown/Riverfront Streetcar, Bridge projects, and shared mobility programs.

Environmental Considerations

N/A

Commission Recommendation

On March 5, 2018, the Transportation, Mobility & Infrastructure Commission moved to recommend that City Council approve staff's request for an appropriation of \$10,000 in Measure E (Smart City) funds to cover the cost of the City's membership and participation in the 2018-19 Smart Cities Collaborative program.

Strategic Plan Integration

The recommended action would support multiple Strategic Plan priorities, including the Mobility Action Plan (MAP), Streetcar Development, Bridges Infrastructure, I Street Bridge Deck Conversion, and Smart City Framework and Implementation.

Alternatives

The Council's primary alternatives are summarized below:

1. Authorize the Mayor or his designee to take any actions necessary to effectuate the City's participation in T4 America, including but not limited to entering into relevant agreements; and approve an appropriation of \$10,000 in Measure E (Smart City funds) to cover the City's Smart Cities Collaborative membership fee and related expenses for FY 2018-19.
2. Authorize the actions noted in Alternative 1 above, but increase the recommended appropriation to \$20,000, which would allow a second staff person or elected official to participate;
3. Approve staff's recommended action subject to specific changes as directed by the Council;
4. Direct that this item be brought back for consideration at a future date, with modifications as directed by the Council; or
5. Decline to approve staff's recommended action and direct staff not to pursue a collaboration with T4America.

Alternative 1 is staff's recommended action. Staff is prepared to implement Alternative 2 or 3 should the Council deem it important to send more than one representative to participate in the Collaborative. T4America will need to know by March 30, 2018, whether the City intends to join the collaborative. Staff does not recommend Alternative 4 or 5 due to the March 30 deadline and because working with T4America would strengthen the City's ability to be successful with its multiple transportation-related projects and better position the City to compete for Smart Cities funding and resources to support planning and implementation.

Coordination and Review

This report was jointly prepared and reviewed by the Public Works Department and the City Manager's Office.

Budget/Cost Impact

This report requests the appropriation of \$10,000 in Measure E Smart City funds. The Measure E analysis for this request is included as Attachment 3. Alternatively, the City Council may further elect to increase the appropriation up to \$20,000 to cover the cost of sending a second City representative to participate in the Collaborative.

ATTACHMENT(S)

1. T4America 2018 Smart Cities Collaborative Overview
2. T4America 2018 Smart Cities Collaborative Invitation Letter
3. Measure E Analysis



T4AMERICA'S 2ND ANNUAL SMART CITIES COLLABORATIVE

Last year, Transportation for America (T4A) launched the "Smart Cities Collaborative" to build a forum for collaboration and provide direct technical assistance to 16 leading-edge cities advancing smart mobility policies and projects. The Collaborative addressed topics such as Automated Vehicles (AVs), Shared Mobility and Data Analytics. During this work it became clear that an overall theme was emerging – how technology and new mobility are creating the Street of the Future. This is the Smart Cities Collaborative theme and focus for the coming year.

Content and curriculum will be separated into four sub-topics; design, measure, manage and price. We'll cover how the right of way and curb space are evolving, measuring and analyzing project, modal and system performance, managing public and private mobility providers in tandem and pricing road and curb space in service of long term outcomes.

DESIGN

With rare exception, city streets across the United States were and continue to be designed, operated and managed for use by the single occupant automobile. But transportation has changed and new demands create conflicts – ride share pick up and drop off, increased delivery in residential and commercial areas, separated and combined lanes for bike and transit use, pedestrian crossing and safety – are substantial, widespread and are currently being addressed on a piecemeal basis. Solutions are frequently Band-Aids, making amendments to the existing streetscape rather than fundamentally redesigning the street for the new needs.

Cities have recognized the need to redesign and reinvest in our streets as cherished public spaces for people, as well as critical arteries for traffic. And, as cities look to integrate innovative technologies and transportation models, readjust to shared mobility solutions and prepare for the coming wave of automation, there is significant need to reassess current street design guidelines.

The Collaborative will address the design implications of new mobility and how cities can adapt and evolve their infrastructure reallocating space and using technology to manage the public realm dynamically to accommodate new needs while meeting best practices for designing safe and complete streets.

MEASURE

Advances in technology have provided a wealth of detailed, real-time data that cities can use to measure operations and inform decision-making. A robust system of measuring performance will prevent cities from getting lost in the web of information and help anchor projects toward long-term outcomes. This data-driven approach ensures that new technologies are implemented in ways that tackle priorities and mitigate potential negative impacts.

The Collaborative will introduce participants to the fundamentals of data science and cover best practices in data collection and analyzation. We'll also determine and develop metrics that best indicate success for desired outcomes and how internal governance needs to change to reflect a data-driven approach and ensure that resulting analyses are fed back into planning and real-time dynamic operations.

Additionally, developing and using similar and shared metrics to evaluate projects will allow cities to compare the success of projects within their own jurisdictions and across cities, learn from each other

and speed their development cycles. Consistent data gathering and sharing across cities will help cities discover the best applications of innovative technologies and better determine how to affect positive change in their own community.

MANAGE

The Collaborative will continue to serve as a forum for sharing strategies to effectively manage partnerships with the private sector and address how cities can get what they want, and need. We'll cover what causes breakdowns in negotiations and the positive leverage points cities have at their disposal such as curb space access and high volume loading zone configurations as well as the negative incentives such as licensing requirements or enforcement strategies and work to develop standardized templates for agreements that can be adapted for each city's needs. The Collaborative will also identify opportunities to ensure that new automated and shared mobility services deployed in their communities augment or incorporate transit systems and secure a future in which public transit continues to function as the core of an integrated, multimodal transportation system.

New strategies to manage curb space can also be a valuable tool to achieve the city's wider transportation, land use and economic development goals and cities are thinking about the tools, strategies and levers of power at their disposal to more efficiently control this space while using it to drive their desired outcomes. We'll examine ways cities are creating strong foundations to manage their curb space effectively by developing accurate inventories and explore various approaches such as performance-based parking, time of day management, dynamic pricing and other context-sensitive prioritization strategies. We'll also address the organizational changes cities are making to help manage the curb more holistically, as different city departments often oversee parking, ride hailing, urban delivery or transit and rarely collaborate on curbside management.

PRICE

Automated vehicles, shared mobility and other innovations have tremendous power to transform mobility options and the essence of how our cities are designed and operate. Left unchecked, the private sector alone will not ensure that the benefits accrue to all parts of society or mitigate potential negative impacts, thus it is crucial for cities to engage proactively and create new tools to drive the outcomes they seek with emerging technologies and mobility options.

New mobility models and the coming wave of automated vehicles also threaten the viability of various revenue streams at the municipal level. Innovative pricing mechanisms will not only ensure cities have adequate funding for transportation but also present an opportunity to drive behaviors, manage demand and contribute to long-term goals. Cities around the world have implemented pricing policies in an effort to not only raise new sources of revenue, but mitigate congestion, reduce vehicle miles traveled, lower emissions, create safer streets and drive myriad long-term outcomes. The Collaborative will examine the results of these pricing programs and determine which tools and assets cities have at their disposal.

We'll review various pricing strategies such as congestion or cordon pricing along with other effective schemes such as dynamically priced parking as part of larger curb management strategies. The Collaborative will explore the various hurdles that come along with the development of new pricing strategies - political, technological and financial - develop best practices for implementation and cover effective strategies to message new pricing mechanisms.

APPLY

The second year of the Collaborative will consist of quarterly in-person meetings where participants will discuss approaches to these topic areas and develop best practices alongside other city leaders. Participants will also engage in an open and informal environment with the private sector, academia, nonprofits and other experts from around the country. In between in person meetings, the Collaborative will host monthly online discussions to continue the conversation and keep participants up to date on how their peers are progressing with their project and tackling their challenges.

Cities selected to participate in the Collaborative must commit to open-sourcing their processes and lessons learned and to share their experience and knowledge with their peers interested in implementing similar technologies.

To apply for membership, applicants must identify at least one new mobility based project they're committed to working on that is either in progress or would like to begin in the next six months. Examples include projects related to: shared mobility services, microtransit, first mile/last mile solutions, automated vehicles, data collection, aggregations or analysis projects, urban delivery, parking and curb management strategies, congestion, cordon or other dynamic pricing programs.

Applications must be submitted by a government official on behalf of a city, county, transit agency or MPO. Project specific partnerships may consist of more than one city or agency per project, but all partners should be from the same region. Similar to the first year, there is a fee associated with participating in the Collaborative that will be directly applied to fund each participant's travel and workshop expenses.

Applications are due February 16th, 2018. To apply, visit t4america.org/smart-cities-year-two.

If you have questions, please contact Russ Brooks, Director of Smart Cities at 612.460.8181 or russ.brooks@t4america.org.



March 6, 2018

Sarah Strand
Assistant Transportation Planner
Department of Public Works
City of West Sacramento
1110 West Capitol Avenue, 1st Floor
West Sacramento, CA 95691

Dear Sarah,

Thank you for your application to the second year of the Smart Cities Collaborative. Transportation for America (T4A) is pleased to inform you that the City of West Sacramento has been selected to participate in the Collaborative as part of our second cohort. We are excited to work with you to develop solutions that will help your community maximize the benefits of smart city investments, now and for generations to come.

Over the coming year, T4A's Collaborative will bring together a national cohort of cities working to tackle the challenges related to implementing smart city policies and projects. Through four in-person meetings and monthly online sessions, we'll convene cities in an environment that fosters deep, effective connections and collaboration among your peers. We ask that participants commit to attending all meetings and openly share what they learn during the implementation of their projects with other Collaborative members.

This year the Collaborative will focus on how technology and new mobility are reshaping the right-of-way and curb space. Content and curriculum will be separated into four sub-topics; design, measure, manage and price. Sub-topics will focus on:

- Design implications of new mobility options and how cities can adapt and evolve their infrastructure to accommodate new needs while meeting best practices for designing safe and complete streets;
- Developing performance measures and codifying new mobility metrics along with using data-driven processes to analyze project, modal and system performance;
- Establishing public-private partnerships, managing private providers in concert with public transit and using technology to manage curb space dynamically; and
- Examining roadway and curb space pricing mechanisms and how pricing strategies can be utilized in service of your long-term outcomes.

During our first meeting we will work with your team to develop city-specific goals, but the outcome for the Collaborative is to help cities:

- Develop policy that is ready to introduce in your council/agency, and/or
- Develop the scope for a project so you are "pilot-ready" by the end of the Collaborative, and/or

Transportation for America is an alliance of elected, business and civic leaders from communities across the country, united to ensure that states and the federal government step up to invest in smart, homegrown, locally-driven transportation solutions. These are the investments that hold the key to our future economic prosperity.

- Test a pilot project and share results directly with Collaborative participants.

While we have secured funding to cover the majority of costs associated with the Collaborative, we are asking participants for a fee of \$7,500 for each representative they plan to send to the in-person meetings. The Collaborative fee will cover your participation along with airfare and hotel costs to attend all four in-person meetings around the country.

The four in-person meetings this year will be held in one of our participant cities on each of the following dates:

- April 16th and 17th – Denver, CO
- July 9th and 10th – Seattle, WA
- September 12th and 13th – TBD
- December 3rd and 4th – Atlanta, GA

We ask that you respond by Friday, March 16th with how many representatives you will send to the in-person meetings along with their full contact information so we can plan accordingly and book travel accommodations to the first meeting. We understand the process of making the Collaborative payment may also take a while, so we have attached an appropriate invoice to get the process started. Please let us know if you need additional information.

If you accept our invitation, we ask that you wait to announce your participation until April 6th. T4A will be announcing the second year of the Smart Cities Collaborative with national media outlets on that date and will coordinate a similar announcement to your local media outlets. We will provide a press release and talking points for your use and will discuss specific arrangements in the coming weeks.

Once again, congratulations and we are excited to work with you!

Thanks,



Russ Brooks
Director of Smart Cities
Transportation for America

Measure E Analysis: Transportation for America

Project Description

The requested \$10,000 expenditure is to fund the participation of one City of West Sacramento staff member in the T4America collaborative, a national alliance of elected, business and civic leaders from communities around the country that promotes locally-driven transportation solutions. The attached staff report also presents an alternative whereby the Council could choose to increase the appropriation to \$20,000, which would allow two City representatives to participate.

Policy Context

The proposed use of Measure E funds is directly relevant to multiple Strategic Plan priorities, including the Mobility Action Plan (MAP), Streetcar Development, Bridges Infrastructure, I Street Bridge Deck Conversion, and Smart City Framework and Implementation.

Supplementary Funds

This project is proposed initially as an unleveraged expenditure from Measure E Smart City funds in the Venture category; however, it should be noted that the City's participation in T4America should help the City identify and successfully pursue outside transportation funding. Additionally, participation in T4America should generate insights that will facilitate qualitative improvements to City transportation projects. After the first year of participation, the Council will have the opportunity to assess progress to date and determine whether continued funding from Measure E is warranted based on the value received.

Staff Costs

This proposed Measure E expenditure would not be used to pay any staff salaries or benefits. The funds would be used to pay for membership in the T4America 2018-19 Smart Cities Collaborative, and for expenses related to staff's attendance at T4America-sponsored events.

Desired Outcome

Participation in T4America is intended to help the City identify and successfully pursue funding for its transportation projects; enhance the effectiveness of the City's transportation-related advocacy efforts at the state and federal level; better connect with and leverage partnerships with innovative private industry firms; enhance staff capacity to develop and implement Smart Mobility projects; and to yield insights that improve the design, construction and operation of City transportation projects.

Theory of Change

This proposal is premised on three key assumptions: (1) the national transportation experts already participating in T4America possess insights that the City could access by joining the Collaborative, (2) the cumulative value of those insights exceeds the proposed \$10,000 expenditure; and (3) those insights could not be obtained less expensively through other means. Based on staff's experience and T4America's national reputation in the transportation field, staff believes these assumptions are reasonable. Further, membership in the Collaborative is exclusive to those Cities deemed to be operating on the cutting edge of Smart Mobility, creating a hyper-concentrated peer-learning network for the City to benefit from. The key risk to realizing a positive value from this proposal is a lack of actionable insight from membership in T4America. Staff proposes to mitigate this risk by aggressively leveraging its involvement in the Smart Cities Collaborative to maximize tangible benefits to the City.

The risk of low return on investment is also mitigated by the initial one-year term of the City's participation, which will allow the Council to empirically assess progress to date before deciding whether to continue its affiliation with T4America.

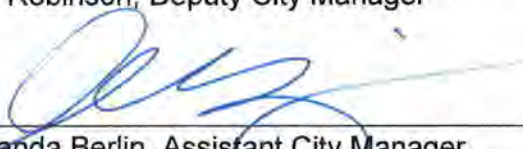
Project Budget

The total cost for this proposal is \$10,000, unless the Council wishes to add a second City representative, in which case the cost would be \$20,000. If the Council approves the recommended action, the uncommitted balance of Measure E funds in the Smart City category will be approximately \$171,000. The recommended Measure E investment is for a one-year membership in T4A; if the value of this membership meets expectations, staff may return to the Council with a separate item to request funding for subsequent years' membership.

Performance Metrics

The effectiveness of the proposed one-year participation in the Smart Cities Collaborative can be measured in terms of the benefits the City receives from its interactions with the Collaborative. Some of these benefits may be qualitative, and some may take longer than one year to fully realize. However, the City should see demonstrable progress in at least the following dimensions:

- Dollar value of transportation grants received, and/or which the City has become aware of through T4America or the Smart Cities Collaborative and may credibly pursue;
- The value of technical assistance received through T4America (estimated at the rates that might have been charged by relevant consultants on a paid basis)
- Positive publicity for the City facilitated by T4America and as a member of the Smart Cities Collaborative (qualitative)
- Insights from Smart Cities Collaborative-related interactions that result in positive changes to existing City transportation projects and proposals (qualitative)
- Enhanced access and visibility for the City's transportation-related legislative advocacy interests (qualitative)

MEETING DATE: March 21, 2018		ITEM # 14	
SUBJECT: CONSIDERATION OF A SUPPORT POSITION ON AB 3171 (TING), THE HOMELESS PERSONS SERVICES BLOCK GRANT			
INITIATED OR REQUESTED BY:		REPORT COORDINATED OR PREPARED BY:	
<input type="checkbox"/> Council <input checked="" type="checkbox"/> Staff		Jon Robinson, Deputy City Manager	
<input type="checkbox"/> Other			
		Amanda Berlin, Assistant City Manager	
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 purpose of this report is to request Council consideration of a support position on AB 3171 (Ting) and authorization for the Mayor or his designee to advocate for the enactment of this bill.

RECOMMENDED ACTION

Staff respectfully recommends that the Council:

1. Approve an official Council support position of AB 3171 (Ting); and
2. Authorize the Mayor or his designee to take any actions necessary, including but not limited to signing letters, entering into agreements, and testifying before State Legislative committees, in order to advocate for the passage of AB 3171.

BACKGROUND

California is experiencing a crisis of homelessness. According to the California Department of Housing and Community Development, the state's year-to-year homeless population (now estimated at over 134,000 persons) increased 13 percent in 2016 and almost 14 percent in 2017. While the City's diligent efforts have helped keep West Sacramento's homeless population relatively stable in recent years, other jurisdictions are seeing increasing homeless populations whose needs stretch both municipal and charitable resources. For example, according to the Los Angeles Times, the homeless population in Los Angeles County is over 57,000 persons, and grew by 23 percent in 2016.

Locally, West Sacramento's homeless population has been relatively steady in recent years due to the City's diligent efforts to reduce both homelessness and its impacts. With forward-thinking efforts such as Bridge to Housing and its ongoing service-first model, West Sacramento is making progress, but local resources are insufficient for the City to address larger, approaches such as permanent supportive housing that have been proven effective elsewhere. Cities across the state find themselves similarly searching for outside resources to help fund improvements needed to help the homeless; however, federal funding sources are disappearing even as the problem worsens.

The mayors of the State's 11 largest cities have invited Mayor Cabaldon to collaborate in their work with State legislative leaders to craft a bill that would seek to provide an infusion of State funds to help cities finance homelessness-related projects and services in their communities. AB 3171 (Ting) would establish a one-time Local Homelessness Solutions Account for the purpose of providing funding to cities to create "innovative and immediate" solutions to the problems caused by homelessness. While the bill does not currently include a dollar amount, supporters are expected to request an allocation of \$1.5 billion for this effort.

While the bill is certain to evolve during the legislative process, at present the funds could be used for either services or capital costs. Participating cities would be expected to match these State funds with local resources. The bill is co-authored by the City's Assembly representative Kevin McCarty, and is expected to begin committee hearings at the beginning of April. Given the City's proximity to the capital, its past legislative successes and the Mayor's working relationships with the "Big 11" mayors, West Sacramento is one of the few small- to mid-sized cities positioned to engage this issue on a day-to-day basis with the Legislature.

ANALYSIS

The bill's text does not presently include a dollar figure for the program; however, AB 3171 supporters are expected to seek an allocation of approximately \$1.5 billion of the State's current budget surplus to cities on a

one-time basis to fund improvements that help address homelessness. Under the formula currently outlined in the bill (which is subject to refinement as the bill evolves), the City could expect to receive just under \$2 million from this program. With its voter-approved Measure E in place, along with a successful services-first model for addressing homelessness and its impacts, West Sacramento is ideally positioned to leverage this potential State-wide funding source for game-changing homelessness-related improvements.

The bill will require a 2/3 vote of the Legislature to gain approval. In staff's estimation there is no downside to throwing the City's weight behind this effort to help reduce homelessness and its impacts across the State, and staff requests the Council's approval of its recommended actions, which would allow the City to participate in the effort to pass this important legislation.

Environmental Consideration

N/A

Commission Recommendation

N/A

Strategic Plan Integration

The recommended action effectuates the Council's 2018 Strategic Plan Top Priority item, "Homelessness and Community Impacts."

Alternatives

The Council's primary alternatives are summarized below:

1. Approve an official Council support position of AB 3171 (Ting); and authorize the Mayor or his designee to take any actions necessary, including but not limited to signing letters, entering into agreements, and testifying before State Legislative committees, in order to advocate for the passage of AB 3171;
2. Direct staff to return with additional information and present this item for the Council's consideration at a future meeting;
3. Decline to authorize a Council support position for AB 3171.

Alternative 1 is staff's recommended action. Staff is prepared to implement Alternative 2 at the Council's direction, with the caveat that the City's ability to effectively advocate for this bill will begin to decay if the City has not engaged by mid-April. Staff does not recommend Alternative 3, since it would prevent the City from helping to effectuate a law that would potentially offer substantial benefits to the City.

Coordination and Review

This report was prepared by the City Manager's Office in coordination with the City's legislative advocate.

Budget/Cost Impact

The actions recommended in this report do not have budgetary or cost impacts. If AB 3171 is enacted, the City will need to match any AB 3171 award with local funds, authorization for which would be sought in a future staff report.

ATTACHMENTS

1. AB 3171 Fact Sheet
2. AB 3171 Text

AB 3171

Local Homelessness Solutions Program



SUMMARY

Homelessness is a statewide crisis. California needs to identify funding and resources for cities to build more shelters and augment local services so we can get people off our streets and into shelter as fast as possible. The Legislature has appropriated millions of dollars to fight homelessness across California, but the state and its communities have more work to do. AB 3171 partners the state government with our cities to fund locally focused innovative efforts to alleviate homelessness.

BACKGROUND

The crisis of homelessness is impacting all of our communities. In partnership with mayors and cities, this bill would establish a matching grant program for the state to encourage innovative and immediate solutions being pursued on the local government level.

Our communities, both large and small cities throughout the state, have been ravaged by the societal and fiscal effects of homelessness. The latest U.S. Department of Housing and Urban Development report shows California has experienced year-to-year increases in our homeless population by 13 percent in 2016, and nearly 14 percent in 2017. The overall statewide count has increased to 134,278 as of 2017.

Many cities have invested significant local resources to address the homeless crisis. These new resources are bridging the gap in service needs, preventing chronic homelessness, and positioning those in need on the path to a permanent housing solution. City and county voters have seen the need and also stepped up, with voters in metropolitan areas across California passing revenue measures devoted to

homelessness services in 2016 and there will likely be additional measures in 2018 elections. On the state level, we have enacted efforts regarding affordable housing and homelessness, including SB 2 (Atkins), SB 3 (Beall), and the No Place Like Home Initiative. However, the problems our cities face today are dramatic and we need immediate intervention to stem the tide.

Despite local efforts and the creation of long-term solutions, city leaders need immediate, focused and significant assistance from the State to address the magnitude and complexity of the homeless problem we all face. Addressing the homelessness crisis with a matching grant program is an imperative.

THIS BILL

This bill creates the Local Homelessness Solutions Program, which will provide matching funds to cities with programs to combat homelessness. These funds must be matched by the recipient city and may be spent on a range of homelessness activities, including shelter diversion, rapid re-housing, rental assistance, emergency shelter, navigation centers, bridge housing, and permanent supportive housing. The bill will seek up to \$1.5 billion in one-time state funding for the program.

SUPPORT

Big 11 Mayors (sponsor) -- (San Francisco, Los Angeles, San Diego, San Jose, Fresno, Long Beach, Sacramento, Oakland, Bakersfield, Anaheim, and Santa Ana)

STAFF CONTACT

Andrew White (916) 319-2019



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AB-3171 Homeless Persons Services Block Grant. (2017-2018)

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Date Published: 02/16/2018 09:00 PM

CALIFORNIA LEGISLATURE— 2017-2018 REGULAR SESSION

ASSEMBLY BILL

No. 3171

**Introduced by Assembly Member Ting
(Principal coauthor: Senator Lara)**

(Coauthors: Assembly Members Bloom, Bonta, Carrillo, Chiu, Chu, Gloria, Gonzalez Fletcher, Jones-Sawyer, Kalra, Levine, Low, Maienschein, McCarty, Nazarian, Quirk-Silva, Santiago, Mark Stone, Thurmond, and Weber)

(Coauthors: Senators Pan, Skinner, and Wiener)

February 16, 2018

An act to add Chapter 7 (commencing with Section 8260) to Division 8 of the Welfare and Institutions Code, relating to homelessness, and making an appropriation therefor.

LEGISLATIVE COUNSEL'S DIGEST

AB 3171, as introduced, Ting. Homeless Persons Services Block Grant.

Under existing law, several agencies have prescribed responsibilities relating to homeless persons. Existing law requires the Department of Housing and Community Development to administer California's Emergency Solutions Grants Program and make grants under the program to qualifying recipients to implement activities that address the needs of homeless individuals and families and assist them to regain stability in permanent housing as quickly as possible.

This bill would establish the Local Homelessness Solutions Program and create the Local Homelessness Solutions Account for the purpose of providing funding to cities, as defined, to create innovative and immediate solutions to the problems caused by homelessness, as specified. The bill would appropriate an unspecified sum from the General Fund to the Local Homelessness Solutions Account and direct the Controller to apportion those funds to cities in proportion to each city's most recent homeless population, as specified. The bill would require cities to match any funds received from the program. The bill would authorize these funds to be expended for, among other things, shelter diversion, rapid rehousing, and permanent supportive housing.

Vote: 2/3 Appropriation: yes Fiscal Committee: yes Local Program: no

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. The Legislature finds and declares the following:

(a) California is in the midst of a homeless crisis. The latest federal Department of Housing and Urban Development report shows that California experienced year-to-year increases in the homeless population by 13 percent in 2016 and nearly 14 percent in 2017. The overall statewide count has ballooned to 134,278 persons as of 2017.

(b) Homelessness affects nearly all sizes and types of communities.

(c) In response to this crisis, cities and counties continue to commit local funds to homeless relief efforts and have increased annual spending on these efforts by hundreds of millions of dollars statewide. These cities and counties have created unique local programs to best address local needs. Additionally, voters in many communities across California have imposed increased revenue measures devoted to homeless services and similar measures are proposed for the ballot in 2018.

(d) These programs bridge the gap between the availability of services and the lack of utilization. They focus on preventing chronic homelessness and positioning those in need on the path to a permanent housing solution.

(e) However, local governments, local voters, and local non-profits cannot tackle this statewide problem alone. This is a crisis that requires an all-of-the-above approach and the State of California should take steps to become a meaningful partner in combating this human tragedy.

SEC. 2. Chapter 7 (commencing with Section 8260) is added to Division 8 of the Welfare and Institutions Code, to read:

CHAPTER 7. Local Homelessness Solutions Program

8260. (a) The Local Homelessness Solutions Program is hereby established for the purpose of providing matching funds to cities to create innovative and immediate solutions to the problems caused by homelessness, including, but not limited to, state and local social services and healthcare systems.

(b) The sum of _____ dollars is hereby appropriated from the General Fund to the Local Homelessness Solutions Account, which is hereby created. The Controller shall apportion funds in the account to cities in proportion to each city's most recent total homeless population, as reported by the United States Department of Housing and Urban Development's Continuum of Care Program.

(c) For purposes of this chapter, "city" also means a "city and county."

(d) Funds received pursuant to this chapter shall be matched by the recipient city.

(e) Allowable expenditures of funds allocated pursuant to this chapter include, but are not limited to, shelter diversion, rapid re-housing, rental assistance, emergency shelter, navigation centers, bridge housing, and permanent supportive housing.

MEETING DATE: March 21, 2018

ITEM # 15

SUBJECT:

CONSIDERATION OF APPROVAL OF REVISED ADMINISTRATIVE POLICY III-A-3, APPEALS & HEARING PROCEDURES

INITIATED OR REQUESTED BY:
 Council Staff

 Other
REPORT COORDINATED OR PREPARED BY:

Kryss Rankin, City Clerk


 Amanda Berlin, Assistant City Manager

ATTACHMENT Yes No Information Direction Action
OBJECTIVE

The purpose of this report is to clarify existing practice when conducting City appeals and hearings.

RECOMMENDED ACTION

Staff respectfully recommends that the City Council adopt revised Administrative Policy III-A-3, Appeals & Hearing Procedures.

BACKGROUND

Administrative Policy III-A-3, Appeals & Hearing Procedures is used to provide a uniform procedure to be used in conducting appeals and hearings in the City of West Sacramento. These procedures established a mechanism for efficient, expeditious, and fairly resolved issues that arise under the West Sacramento Municipal Code. The current procedures do not reflect exactly what past and best practices are for conducting such hearings, so staff is proposing minor amendments to clarify the procedure.

ANALYSIS

Administrative Policy III-A-3, Appeals Hearing & Procedures, correctly identifies the City's procedure for conducting appeal hearings, however, the attached individual procedures do not reflect past and best practices. Additionally, the "General" procedure does not apply to any legislative body to which this policy applies (City Council, Planning Commission, Board of Appeals, Hearing Officer).

The proposed amendments clarify the existing practice of providing for a staff presentation and the possibility of staff addressing issues raised by the applicant and/or City Council. The amendments also provide for consistency among the legislative bodies when conducting appeals and hearings.

Environmental Considerations

Not Applicable

Commission Recommendation

In addition to the City Council, the City's legislative bodies are the Planning Commission, Board of Appeals, and Hearing Officer. As the changes to this policy are not substantive in nature, support staff for these bodies have approved the recommended revisions.

Strategic Plan Integration

This is a procedural action not related to the Strategic Plan.

Alternatives

The policy outlines legal rights afforded to appellants and the City's various legislative bodies. The City Council may direct staff to amend portions of the policy so long as the general rights are adhered to.

Coordination and Review

This report and policy was coordinated with the City Attorney and the Director of Community Development.

Replace with Agenda Report Topic
Replace with Date of Council Meeting
Page 2

Budget/Cost Impact
Not Applicable

ATTACHMENT(S)
Administrative Policy III-A-3 (redlined)
Administrative Policy III-A-3 redlines accepted

DRAFT

CITY OF WEST SACRAMENTO

ADMINISTRATIVE POLICY

NUMBER: NUMBER: III-A-3

DATE: August 18, 2004
Revised: July 1, 2011
Revised: March 21, 2018

SUBJECT: APPEALS & HEARING PROCEDURES

AUTHORITY: City Council

PURPOSE

The purpose of this policy is to create a uniform procedure (attached) to be used in appeals and hearings in the City of West Sacramento. These procedures are intended to create a mechanism for efficiently, expeditiously and fairly resolving issues that arise under the West Sacramento Municipal Code.

POLICY

Hearings will be conducted in accordance with Chapter 1.08 of Title 1 of the West Sacramento Municipal Code and this Administrative Policy, except as otherwise provided by the West Sacramento Municipal Code or by state or federal law.

PROCEDURE

Hearing Procedure:

All hearings shall be conducted pursuant to the following procedures:

1. **Opening of Hearing:** The presiding officer of the city body or officer hearing the appeal will open the hearing. In so doing, the presiding officer of the city body or hearing officer hearing the appeal will read a summary of these procedures into the record (attached).
2. **Disclosure of Ex Parte Comments and Conflicts of Interests:** Members of the city body or officer hearing the appeal will publicly announce any testimony or evidence they received outside the hearing process. This public statement will be reflected in the minutes. Members of the city body or officer hearing the appeal will announce any conflicts pursuant to Section 1.08.060(B) of the Municipal Code or state or federal law and shall disqualify himself/herself.
3. **Staff Report:** Staff will present the staff report, place relevant documents in the record and respond to questions from the city body or officer hearing the appeal.
4. **Appellant's Presentation:** The Appellant will be given the opportunity to present testimony and evidence in conformity with Chapter 1.08 of the West Sacramento Municipal Code and this Administrative Policy and to respond to questions from the city body or officer hearing the appeal. Only relevant evidence shall be admitted. Evidence is relevant if it has a tendency to prove or disprove a material fact, which is in dispute. The presiding officer of the city body or officer hearing the appeal may specify the amount of time an appellant has for his/her presentation.
5. **Applicant's Presentation (if applicable):** If the matter involves an application for an entitlement from the City, the applicant will be given an opportunity to present testimony and evidence in conformity with Chapter 1.08 of the West Sacramento Municipal Code and this Administrative Policy and to respond to questions from the city body or officer hearing the appeal. Only relevant evidence shall be admitted. Evidence is relevant if it has a tendency

to prove or disprove a material fact, which is in dispute. The presiding officer of the city body or officer hearing the appeal may specify the amount of time an applicant has for his/her presentation.

6. **Public Comments or Testimony by Members of the Public:** Members of the public shall be given an opportunity to present testimony and to respond to questions from the city body or officer hearing the appeal. Public comment shall generally be limited to three (3) minutes per speaker. The presiding officer of the city body or officer hearing the appeal may decrease or increase the amount of time for each speaker.
7. **Appellant and/or Applicant's Opportunity to Respond to Evidence/Testimony:** The Appellant and/or Applicant will be given an opportunity to respond to any testimony or evidence presented during the course of the hearing. This testimony shall be used for the purpose of summarization and rebuttal only, and is not to be used to introduce new evidence or testimony, or to restate direct testimony. The presiding officer of the city body or officer hearing the appeal may specify the amount of time an appellant/applicant has for his/her response.
8. **Staff Responds to Testimony and Answers Questions from City Body or Officer Hearing the Appeal:** Staff may provide responses to testimony provided by Appellant/Applicant/Public. Staff will also answer questions from the City body or officer hearing the appeal.
9. **Close Hearing:** After all parties have been heard, the presiding officer of the city body or officer hearing the appeal shall either close the hearing or continue the hearing.
10. **Deliberations and Decision:** The city body or officer hearing the appeal will deliberate on the matter by considering the evidence, testimony and comments and adopt findings, if appropriate, or defer the final decision for preparation of draft findings consistent with a preliminary decision.

Administrative Actions

1. **Appeals Handbook:** The City Clerk will maintain and regularly update, as needed, a handbook setting forth the process for obtaining information regarding the appeal procedures for all City matters where an appeal process is allowed. The handbook will specify the timeframes associated with filing an appeal, where to file, what to include in the request for an appeal and the city body or officer that will hear the appeal. Filing fees will also be included.
2. **Notification of Parties:** Upon the filing of an appeal, the City Clerk or other appropriate party will notify members of the city body or officer hearing the appeal that an appeal has been filed. A copy of the request for an appeal and a summary of the rules governing ex parte communications will be included. Appellants and applicants will also be provided with a summary of the rules governing ex parte communications.
3. **Written Testimony and Evidence:** The appellant and applicants involved in an appeal action will be provided a copy of all written testimony and evidence and staff reports related to the matter prior to the hearing.

ATTACHMENTS:

1. Hearing Procedure Summary - City Council
2. Hearing Procedure Summary - City Council as Appellant
3. Hearing Procedure Summary - Commissions

HEARING PROCEDURE SUMMARY CITY COUNCIL

Municipal Code Section 1.08.060 established appeal hearing procedures and required development of a policy for same. That policy (III-A-3) requires the presiding officer of the city body or hearing officer hearing the appeal to read a summary of the procedures into the record. The following is that summary to be read for hearings before the City Council:

1. The mayor will open the hearing.
2. The mayor will ask all members of the council to publicly announce any testimony or evidence received outside of the hearing process (ex parte communication).
3. The mayor will ask all council members to announce any conflicts of financial interest with a material effect and member shall disqualify him/ herself.
4. The mayor will specify the time the appellant (and applicant, if applicable) has for his/her presentation and rebuttal.
5. Staff will present the staff report, place relevant documents into the record, and respond to questions from the City Council. Staff may present any testimony and relevant evidence not previously presented in the written report. Evidence is relevant if it proves or disproves a material fact in dispute.
6. Appellant will present testimony and relevant evidence. Evidence is relevant if it proves or disproves a material fact in dispute.
7. The applicant (if applicable) will present testimony and relevant evidence. Evidence is relevant if it proves or disproves a material fact in dispute.
8. Members of the public will be given the opportunity to present testimony. Public comment will be limited to 3 minutes [or specify other time limit].
9. Appellant and/or applicant will have an opportunity to respond to testimony or evidence but may not introduce new testimony or evidence, or restate direct testimony.
10. Staff may provide responses to testimony received from the Appellant/Applicant/Public, and may be asked to answer questions from the City Council.
11. The mayor will close or continue the hearing.
12. The city council will deliberate on the matter and adopt findings, if appropriate. The final decision may be deferred for preparation of draft findings consistent with a preliminary decision.

HEARING PROCEDURE SUMMARY COUNCIL MEMBER AS APPELLANT

Municipal Code Section 1.08.060 established appeal hearing procedures and required development of a policy for same. That policy (III-A-3) requires the presiding officer of the city body or hearing officer hearing the appeal to read a summary of the procedures into the record. The following is that summary to be read for hearings before the City Council where a Council member is an appellant:

1. The mayor will ask staff for a brief introduction stating the background (key dates surrounding the issue, type of issue, and when appeal was filed) of the item.
2. The mayor will then open the hearing.
3. The mayor will ask all members of the council to publicly announce any testimony or evidence received outside of the hearing process (ex parte communication).
4. The mayor will ask all council members to announce any conflicts of financial interest with a material effect and member shall disqualify him/herself.
5. The mayor will specify the time the applicant (if applicable) has for their presentation and rebuttal.
6. Staff will present the staff report containing specific appeal points and analysis, place relevant documents into the record, and respond to questions from the City Council. Staff may present any testimony and relevant evidence not previously presented in the written report. Evidence is relevant if it proves or disproves a material fact in dispute.
7. The applicant, if applicable, will present testimony and relevant evidence. Evidence is relevant if it proves or disproves a material fact in dispute.
8. Members of the public will be given the opportunity to present testimony. Public comment will be limited to 3 minutes [or specify other time limit].
9. City staff and/or applicant will have an opportunity to respond to testimony or evidence but may not introduce new testimony or evidence, or restate direct testimony.
10. Staff may be asked to respond to questions from the City Council.
11. The mayor will close or continue the hearing.
12. The City Council will deliberate on the matter and adopt findings, if appropriate. The final decision may be deferred for preparation of draft findings consistent with a preliminary decision.

HEARING PROCEDURE SUMMARY COMMISSIONS & HEARING OFFICER

Municipal Code Section 1.08.060 established appeal hearing procedures and required development of a policy for same. That policy (III-A-3) requires the presiding officer of the city body or hearing officer hearing the appeal to read a summary of the procedures into the record. The following is that summary to be read for hearings before commissions and the Hearing Officer:

1. The presiding officer will open the hearing.
2. The presiding officer will ask all members of the commission or board to publicly announce any testimony or evidence received outside of the hearing process (ex parte communication).
3. The presiding officer will ask all members of the commissioners or board to announce any conflicts of financial interest with a material effect and member shall disqualify him/ herself.
4. The presiding officer will specify the time the appellant (and applicant, if applicable) has for his/her presentation and rebuttal.
5. Staff will present the staff report, place relevant documents in the record, and respond to questions from the body hearing the appeal. Staff may present any testimony and relevant evidence not previously presented in the written report. Evidence is relevant if it proves or disproves a material fact in dispute.
6. Appellant will present testimony and relevant evidence. Evidence is relevant if it proves or disproves a material fact in dispute.
7. Applicant (if applicable) will present testimony and relevant evidence. Evidence is relevant if it proves or disproves a material fact in dispute.
8. Members of the public will be given the opportunity to present testimony. Public comment will be limited to 3 minutes [or specify other time limit].
9. Appellant and/or applicant will have an opportunity to respond to testimony or evidence but may not introduce new testimony or evidence, or restate direct testimony.
10. Staff may provide responses to testimony received from the Appellant/Applicant/Public, and may be asked to answer questions from the commission or board.
11. The presiding officer will close or continue the hearing.
12. The commission or board will deliberate on the matter and adopt findings, if appropriate. The final decision may be deferred for preparation of draft findings consistent with a preliminary decision.

[Note to presiding officer: "I" or your title may be substituted for the words "presiding officer" when reading this summary.]

MEETING DATE: March 21, 2018

ITEM # 16

SUBJECT:

CONSIDERATION OF RESOLUTION 18-20 AMENDING RESOLUTION 17-71 FOR THE PURPOSE OF RESCHEDULING A REGULAR CITY COUNCIL MEETING DATE FROM APRIL 4 TO APRIL 11, 2018

INITIATED OR REQUESTED BY:

Council Staff
 Other

REPORT COORDINATED OR PREPARED BY:

Kryss Rankin, City Clerk


 Amanda Berlin, Assistant City Manager

ATTACHMENT Yes No Information Direction Action

OBJECTIVE

The purpose of this report is to reschedule a previously approved regular City Council meeting date.

RECOMMENDED ACTION

It is respectfully recommended that the City Council adopt Resolution 18-20 amending Resolution 17-71 for the purpose of rescheduling a regular City Council meeting date from April 4 to April 11, 2018.

BACKGROUND

On December 13, 2017, the City Council adopted its annual resolution setting the meeting dates for the coming year (2018). Resolution 17-71 scheduled the April City Council meetings on April 4 and April 25, 2018.

ANALYSIS

Due to a scheduling conflict, it is desired to reschedule the April 4 meeting to April 11. This action must be done by resolution. No other changes are recommended, and the remainder of Resolution 17-71 is unaffected.

Environmental Considerations

N/A

Commission Recommendation

N/A

Strategic Plan Integration

N/A

Alternatives

The Council may choose to keep the regular meeting schedule or choose another schedule.

Coordination and Review

N/A

Budget/Cost Impact

N/A

ATTACHMENT

Resolution 17-71

Resolution 18-20

RESOLUTION 18-20

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF WEST SACRAMENTO AMENDING RESOLUTION 17-71 FOR THE
PURPOSE OF RESCHEDULING A REGULAR CITY COUNCIL MEETING DATE FROM
APRIL 4 TO APRIL 11, 2018**

WHEREAS, Municipal Code Section 2.04.010(c) states that the date and time of regular City Council meetings shall be set by resolution and may be amended from time to time: and

WHEREAS, on December 13, 2017, the City Council adopted Resolution 17-71 setting the date and time for regular meetings of the City Council for February 2018 through January 2019; and

WHEREAS, the City Council desires to amend that Resolution for the purpose of rescheduling one of the approved meeting dates.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby amends the previously approved meeting dates and reschedules the April 4, 2018 meeting date to April 11, 2018. The remainder of Resolution 17-71 is unaffected.

PASSED AND ADOPTED this 21st of March, 2018 by the following vote:

AYES:
NOES:
ABSENT:

Christopher L. Cabaldon, Mayor

ATTEST:

Kryss Rankin, City Clerk

RESOLUTION 17-71

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST SACRAMENTO
SETTING THE TIME AND DATE FOR THE FEBRUARY 2018-JANUARY 2019 REGULAR
MEETINGS OF THE CITY COUNCIL**

WHEREAS, Municipal Code Section 2.04.010(c) states that the time of regular City Council meetings shall be set by resolution and may be amended from time to time; and

NOW, THEREFORE, BE IT RESOLVED that the City Council sets the time and date for regular meetings of the City Council for February, 2018 through January, 2019 at 7:00 p.m. (6:00 – 6:30 p.m. for closed sessions) as follows:

February 14, 2018
March 7 & 21, 2018
April 4 & 25, 2018
May 9 & 23, 2018
June 13 & 27, 2018
July 18, 2018
August 22, 2018
September 5 & 19, 2018
October 3 & 17, 2018
November 7, 2018
December 5 & 19, 2018
January 16, 2019

BE IT FURTHER RESOLVED that prior to the end of each calendar year, a calendar of regular meetings will be adopted for the subsequent calendar year.

PASSED AND ADOPTED this 13th day of December, 2017 by the following vote:

AYES: Johannessen, Ledesma, Orozco, Sandeen, Cabaldon.

NOES: None.

ABSENT: None.

ATTEST:



Christopher L. Cabaldon, Mayor



Kryss Rankin, City Clerk

**REGULAR MEETING OF THE
CITY OF WEST SACRAMENTO CITY COUNCIL,
REDEVELOPMENT SUCCESSOR AGENCY, AND
WEST SACRAMENTO FINANCING AUTHORITY**
February 14, 2018
Minutes

DRAFT

The closed session was called to order at 6:00 PM. The Council met in Closed Session pursuant to the Special Meeting Agenda, not the Regular Agenda. There were no members of the public present. Councilmember Johannessen attended remotely by telephone from 220 Kenneth Drive, Aptos, California. All other members were present. The session adjourned at 7:30 PM.

The regular meeting was called to order at 7:32 PM in the Council Chambers, 1110 West Capitol Avenue, West Sacramento, California. Councilmember Johannessen was absent. All other members were present. Mayor Cabaldon presided.

The Pledge of Allegiance was led by Mike Luken, Yolo County Transportation District Deputy Director.

Entry No. 1

Heard General Administration Functions as follows:

There were no presentations by the public on matters not on the agenda.

Entry No. 2

Heard General Administration Functions as follows:

Councilmember Sandeen reported that the West Sacramento Flood Control Agency conducted a public hearing on an eminent domain action to acquire a 1.7-acre property for levee improvement purposes; heard that Mayor Cabaldon would be traveling to Washington, D.C. the following week and planned to meet with Federal staff to advocate for funding and support of our levee project.

Councilmember Sandeen continued to report that the Yolo Subbasin Groundwater Agency received a one-million-dollar grant for its Groundwater Sustainability Plan; outlined the workplan for development; and heard from the Sacramento Area Council of Governments about its Regional Hydrological Assessment and Recharge Suitability Model that is working to increase and support groundwater recharge.

Finally, Councilmember Sandeen reported that the Sacramento-Yolo Port District Commission authorized the sale of a remnant property; heard staff presentation and provided direction on an amendment to the Stone Lock Development Agreement; and authorized the Port Chief Executive Officer to modify an existing Irrevocable Offer of Dedication for property related to the Barge Canal Trail Project.

Councilmember Orozco reported that the Sacramento Regional County Sanitation District (Regional San) Board discussed branding "Confluence," which is the regional partnership program between Regional San and the Sacramento Area Sewer District; and is funded by non-rate and non-fee revenue which is directed by both Boards to fund certain projects that further the goals of the program in both Sacramento and Yolo counties; and authorized the District Engineer to extend the Board's agreements with the Powerhouse Science Center for exhibit sponsorships and additional public outreach and education services. Councilmember Orozco also requested for continued outreach to be directed toward the children of West Sacramento.

Councilmember Orozco also reported that she observed the Downtown Streets Team pilot project, which is highly successful in San Jose, San Francisco, Salinas, and other Bay Area cities. The Sacramento pilot project currently has 25 members with 15 on a waiting list; and over the last four weeks, has successfully collected 3,000 gallons of debris from Sacramento streets each week. This can also be a future opportunity for our city.

Lastly, Councilmember Orozco announced that the West Sac Little League Field Cleanup Day will be held at Memorial park on Saturday, February 17, beginning at 8:30 AM; and that the Yolo County Children's Alliance Annual Spring Event, "Ahoy Yolo," will be held on Friday, April 6, here in the City Hall Galleria, beginning at 6:00 PM with more information and tickets at www.yolokids.org.

Mayor Pro Tem Ledesma reported that the Yolo County Transportation District Board approved a Short-Range Transit Plan; and extended his appreciation to District staff for their coordinated efforts in preparing the plan.

Mayor Cabaldon announced that Councilmember Johannessen was away on business, therefore not able to attend this evening's City Council meeting.

Mayor Cabaldon reported that he attended the Annual Winter Meeting of the U.S. Conference of Mayors in Washington, D.C., at which he participated as Chair of the Education and Workforce Development Committee; and attended a new taskforce regarding Automation and Artificial Intelligence, chaired by the Mayor of South Bend, Indiana. This taskforce is looking at issues beyond workforce development implications, but also in terms of the cities as operators of services; then to identify positive opportunities and challenges of these trends moving into the future.

Mayor Cabaldon continued to report that as part of the Annual Winter Meeting, he also participated in the West Coast Mayors meetings where they conferred with the Interagency Council on Homelessness, which is the agency that addresses homelessness in coordination with the Federal agencies; and with the senior leadership of Housing and Urban Development on continued concerns regarding the Federal Housing Program requirements that preclude the City from giving priority to West Sacramento residents, or homeless individuals who were residents, for homelessness and housing programs even when the City is the primary funder. Found that they would like to help local governments to do more; and understand that with current requirements we will not be able to meet the needs in our own communities.

While participating in the West Coast Mayors meeting, Mayor Cabaldon also attended a session on sanctuary cities, Deferred Action for Childhood Arrivals, and other immigration issues because of Senate Bill 54; with more need for closer coordination between the police departments and the mayors across the entire west coast regarding rapid response; and at the local level to ensure full and adequate protection for our residents.

Mayor Cabaldon was also invited to join the "Big 11.1" which includes the mayors from California's 11 largest cities plus West Sacramento. The group met during the West Coast Mayors meeting with a principle focus on housing and resources for affordable housing and transportation. The Big 11.1 has an aggressive legislative schedule related to their identified priority areas and leveraging last year's housing package for more resources and funding for affordable housing and transportation across the state.

Mayor Cabaldon was also re-elected as Vice President of the Democratic Mayors of the United States; the mayor of Denver, Colorado will be serving as President.

Before leaving Washington, D.C., Mayor Cabaldon met with the Director of Civil Works and with the Head of the North Pacific Region of the U.S. Army Corp of Engineers who oversees our port and levee program just as they were preparing the draft workplan awaiting the Appropriations Bill to pass. This was a critical time in affirming our recently adjusted benefit cost/ratio allowing our inclusion in the workplan this year; and confirmed that West Sacramento projects look good in the current workplan for the coming fiscal year.

In addition, Mayor Cabaldon reported that he and Deputy to the Mayor Winbrock attended the World Urban Forum in Kuala Lumpur, Asia, which is hosted by the United Nations to establish a new round of sustainable equivalent goals with continued focus on climate change and global poverty. At the invitation of Next City, they were invited to share the West Sacramento story, the Home Run program, and the City and Regional work with the Cap and Trade program toward social housing and equity; as well as to inspire potential funders for the West Sacramento Home Run program.

Mayor Cabaldon also reported that he will be requesting approval for the Riverfront and Third Streets slope changes at the next Sacramento Area Council of Governments meeting; and reported that the City has applied for Congested Corridors funding for West Capitol Avenue.

Lastly, Mayor Cabaldon reported that that Bike Share Policy Steering Committee continued work on the launch of the program, finalizing policy on station location, and turnkey buying right as a public and private partnership; and noted that the City of Sacramento is considering an ordinance regarding Bike Share without consulting joint cities of Davis and West Sacramento.

Mayor Cabaldon requested for the City Manager to speak with department directors regarding the frequency of cancelled commission meetings.

Entry No. 3

Received the Yolo County Transportation District presentation of the Countywide Transportation Capital Improvement Plan.

Entry No. 4

Minute Order 18-7: Acted on the Consent Agenda as follows:

Item 3, Consideration of approval of a Development Funding and Fee Credit Transfer Agreement with Southport Andrews, LLC and ASB Southport I, LLC for the Port Towne subdivision, was pulled from the Consent Agenda for separate consideration.

Received and filed the Treasurer's Quarterly Financial Report on the City's investment portfolio for the period ending December 31, 2017.

The Redevelopment Successor Agency considered an update regarding the Consolidated Yolo County Redevelopment Successor Agency Oversight Board.

Adopted **Resolution 18-9** approving Parcel Map 4887, "Southport Business Park Phase 4," and the associated Subdivision Improvement Agreement, and accepting multiple Irrevocable Offers of Dedication for easements and right-of-way which were offered as part of a previous phase of Southport Business

Adopted **Resolution 18-10** approving Parcel Map 4888, "Southport Business Park Phase 4B" and the associated Subdivision Improvement Agreement.

Approved the Agreement with LeBasse Projects for the National Endowment for the Arts River Crossing Arts Plan; delegated authority to the City Manager, or his designee, to issue change orders; and approved the transfer of CIP 11024 Washington and Streetcar Public Art appropriation of \$200,000 from Fund 405 to Fund 406.

Delegated authority to the City Manager to execute Contract Amendment No. 1 with AECOM Technical Services, Inc. for civil engineering services in the Pioneer Bluff and Stone Lock Reuse Master Plan.

Adopted **Resolution 18-5** making certain California Environmental Quality Act (CEQA) Findings of Consistency with the General Plan Program Environmental Impact Report pursuant to CEQA Guidelines Section 15168(c)(2); delegating authority to the City Manager to modify an existing Irrevocable Offer of Dedication from the Port; and accepting a flood protection and recreation easement that facilitates the Barge Canal Trail Project and other potential future joint-use flood protection and recreation trail projects in Pioneer Bluff and the Stone Locks.

Found that the Community Facility Districts sidewalk repair is exempt from California Environmental Quality Act analysis under the Class 1 Categorical Exemption, under California Code of Regulations, Title 14, Division 6, Chapter 3, Section 15301, and found that the Class 1 Categorical Exemption determination represents the independent judgment of the City; awarded a contract to PBM Construction, Incorporated for the Community Facility Districts sidewalk repair in the amount of \$98,795; and granted the City Manager, or his designee, authority to issue contract change orders up to 15% of the contracted work amount (\$14,819), and to issue monthly progress payments to the contractor.

Received the 2017 fourth quarter report on 21st Century Policing, a City Council 2016 Strategic Plan high priority item.

Ratified the City Council 2018 Strategic Plan Summary.

Reviewed and approved the classification description updates for the positions of Crime Scene Investigator Trainee I/II/III, which will not add any new positions to the Authorized Position List.

Adopted **Resolution 18-11** authorizing the Assistant City Manager to be the Plan Coordinator for the City's ICMA-RC for the City's 457 Deferred Compensation Plans, 401(a) Money Purchase Plans, Roth IRA, and Retirement Health Savings Plans.

Item 16, Consideration of the Terms of Agreement and Adoption of the Memorandum of Understanding between the City of West Sacramento and the West Sacramento Firefighters' Association-Local 522, was continued to the March 21, 2018 meeting.

Approved the minutes of the January 17, 2018 regular and February 1 & 2, 2018 special City Council meetings.

MOTION: Sandeen. SECOND: Orozco. AYES: Ledesma, Cabaldon. ABSENT: Johannessen.

At 9:02 PM, Mayor Cabaldon stepped down to confer with the City Attorney; Mayor Pro Tem Ledesma presided.

Entry No. 5

Minute Order 18-8: Opened a public hearing to receive comment on Resolution 18-8 amending the Book of Fees for various regulatory activities, products, and services. Hearing from no one, continued the public hearing to the March 21, 2018 City Council meeting.

MOTION: Orozco. SECOND: Sandeen. AYES: Ledesma. ABSENT: Johannessen, Cabaldon.

At 9:05 PM, Mayor Cabaldon returned to the dais and continued to preside over the meeting.

Entry No. 6

Heard staff presentation, conducted a discussion, and provided direction on potential definitions and key performance indicators for the universal preschool component of the West Sacramento Home Run.

Entry No. 7

Minute Order 18-9: Approved a Development Funding and Fee Credit Transfer Agreement with Southport Andrews, LLC and ASB Southport I, LLC for the Port Towne subdivision.

MOTION: Ledesma. SECOND: Orozco. AYES: Sandeen, Cabaldon. ABSENT: Johannessen.

Entry No. 8

Heard staff presentation, discussed insights related to the Smart City Readiness event, and provided staff with comments and direction for development of West Sacramento's Smart City strategy.

Entry No. 9

Heard General Administration Function, Part II.

Assistant City Manager Berlin announced that the Elkhorn Park Re-opening Event will be held at 10:00 AM on March 23.

City Manager Tuttle announced that the Bryte Park Phase II improvements are in the process of completion, and a Re-opening Event has been scheduled to be held on May 11.

City Manager Tuttle recognized the work accomplished at the Smart Cities Readiness Event held at City Hall on the previous day; and extended his appreciation to the City Council and City staff for efforts toward the 2018 Strategic Planning Session which was held on February 1-2 and attended by the new Administrative Services Director Roberta Raper; and requested the Council to provide direction on the facilitation of the 2019 Strategic Planning Session.

Councilmember Sandeen extended appreciation to all who were in attendance of this meeting which was scheduled on Valentine's Day.

Public Report of Closed Session

The Council met in Closed Session pursuant to the special meeting agenda, not the regular agenda.

Conference with Legal Counsel – Significant Exposure to Litigation - GC §54956.9(b): 1
No action taken.

Conference with Labor Negotiator - GC §54957.6
Agency Negotiator: Laura Izon Powell
Employee Organization: Police Officers' Association (POA), Police Managers' Association (PMA),
Firefighters' Association Local 522
No action taken.

Conference with Legal Counsel – Initiation of Litigation - GC §54956.9(c): 2
No action taken.

Conference with Legal Counsel – Existing Litigation - GC §54956.9
Name of Case: CEPA v. RJJ Resource Management Corporation, City of West Sacramento
No action taken.

Public Employment - GC §54957
Title: City Manager
No action taken.

The meeting adjourned at 9:53 PM.

Teresa Willock, Sr. Deputy City Clerk

Minutes approved as presented by a majority
vote of the City Council on March 21, 2018.

Kryss Rankin, City Clerk

**SPECIAL MEETING OF THE
CITY OF WEST SACRAMENTO CITY COUNCIL,
REDEVELOPMENT SUCCESSOR AGENCY, AND
WEST SACRAMENTO FINANCING AUTHORITY
March 5, 2018
Minutes**

DRAFT

The special closed session was called to order at 5:38 PM. There were no members of the public present. All members were present. The session adjourned at 7:30 PM.

The special open session was called to order at 7:32 PM in Room 238, 1110 West Capitol Avenue, West Sacramento, California. All members were present. Mayor Cabaldon presided.

The Pledge of Allegiance was led by Teresa Willock, Sr. Deputy City Clerk.

Entry No. 1

Heard General Administration Functions as follows:

There were no presentations by the public on matters not on the agenda.

Entry No. 2

Minute Order 18-10: Found that the agreement with LimeBike for a one-year Pilot Electric Scooter Share Program in the City is exempt from further environmental review under the California Environmental Quality Act pursuant to the Class 6 Exemption (CEQA Guidelines, Section 15306, Information Collection); and Class 1 Exemption (CEQA Guidelines Section 15301, Existing Facilities); and authorized the City Manager, or his designee, to negotiate and approve a license agreement for LimeBike to operate a one-year Pilot Electric Scooter Share Program in the City.(0308-25)

MOTION: Ledesma. SECOND: Johannessen. AYES: Orozco, Sandeen, Cabaldon.


Public Report of Closed Session
Public Employment - GC §54957
Title: City Manager
No action taken.

The meeting adjourned at 8:14 PM.

Teresa Willock, Sr. Deputy City Clerk

Minutes approved as presented by a majority
vote of the City Council on March 21, 2018.

Kryss Rankin, City Clerk

MEETING DATE: March 21, 2018		ITEM # 18	
SUBJECT: CONTINUED PUBLIC HEARING AND CONSIDERATION OF RESOLUTION 18-8 AMENDING THE BOOK OF FEES FOR VARIOUS REGULATORY ACTIVITIES, PRODUCTS, AND SERVICES			
INITIATED OR REQUESTED BY:		REPORT COORDINATED OR PREPARED BY:	
[] Council [X] Staff		Nitish Sharma, Budget Manager	
[] Other			
Roberta Raper, Administrative Services Director			
ATTACHMENT	<input checked="" type="checkbox"/> Yes [] No	<input type="checkbox"/> Information	<input type="checkbox"/> Direction <input checked="" type="checkbox"/> Action

OBJECTIVE

The objective of this report is to seek City Council adoption of proposed amendments to the existing fee schedules and proposed new fees to the Book of Fees.

RECOMMENDED ACTION

Staff respectfully recommends that the Council continue the public hearing until April 11, 2018 for consideration and adoption of Resolution 18-8 amending the Book of Fees to adopt charges for various regulatory activities, products and services.

BACKGROUND

Revenue from fees and charges represents about \$42 million, or 32%, of the City's total operating revenue. Accordingly, each year departments review their fee schedules as they relate to their costs for providing regulatory activities, products, and services. Any proposed fee adjustments are brought forward to Council for consideration. During this review, departments also examine the need for new fees. These are brought forward at the same time for Council consideration.

These changes in fees were presented to the West Sacramento Chamber of Commerce and the Environmental and Utilities Commission on March 12, 2018. Staff is requesting a continuance so that they may also be presented to the Economic Development and Housing Commission on March 28, 2018.

The City's fee program has three key principles: (1) avoidance of large increases from time to time by adopting smaller annual increases; (2) establishment of fees that are reflective of the City's actual costs and are reasonable as determined by similar municipalities; and (3) ensure communication of our policies and programs to developers to foster understanding and feedback.

ANALYSIS

Since the passage of Proposition 26, (1) fees cannot exceed the cost of providing services; and, (2) individual customers paying for these fees cannot be charged for more than the services they receive, meaning they cannot be overcharged to subsidize fees for other customers. Included in the analysis of each of the proposed Book of Fees changes below is an explanation of the proposed change in compliance with Proposition 26. The fees proposed to be amended are as follows:

A. Administrative Services Department**1. Transactions Fees**

The current Book of Fees schedule approved by the City Council on October 18, 2017 included a new fee to capture the costs related to credit card transactions. The new fee applies to all credit card transactions, except payment for utility services, not to exceed 3% of the transaction amount. The proposed change in this fee schedule is to substitute the terminology from "transaction" with the term "convenience". A convenience fee is levied for the privilege of paying for a product or service using an alternate payment or a payment method that is not standard for the merchant. Convenience fees are added to cover the costs of providing a method of payment other than cash or check. The costs normally cover the equipment used for credit card transactions and staff costs associated with the payment process, including telephone payment. The proposed fee shall be 3% of the transaction amount. Below is the proposed change in this fee schedule. The convenience fee applied to all credit card transactions, except debit card transaction and electronic checks.

The credit card convenience fee shall be 3% of the transaction amount. This fee shall be applied to all credit card transactions and fee schedules where credit cards may be used except payment of utility charges. There is no fee to pay by e-check or debit card.

B. Community Development Department

1. Code Enforcement Fees

Section C Public Hearing Fee: The proposed change in this section of the fee schedule is to update the fee to fully recover the costs of the services of a Hearing Officer. The current fee for the Hearing Officer is \$250. The revised fee in the amount of \$300 will ensure costs are not subsidized by the General Fund.

2. Water Impact Fees (Connection Fees)

On December 17, 2017 when the updated water connection fees were approved by the City Council, the Application Fee adjustment and the Fire Sprinkler component were inadvertently omitted from the Book of Fee schedule. The Application Fee is currently shown as \$150 and is proposed to adjust to \$250 as adopted for other Community Development engineering permit applications. Fire service is addressed in the adopted Water Master Plan, and Fire Connection capacity is described as being equal of a ¾" equivalent meter unit (EMU). The analysis of the Commercial Fire Connection fee is included on page 10 in the HFH Technical Memorandum (dated 8/7/2017), and included as Chapter 9 in the adopted master plan. The consultant's recommendation is that the commercial charge equal one ¾" domestic connection for any size fire service. Therefore, the following language will be added back in to the fee schedule:

The meter size used to determine the amount of the water impact fee will be based on the requirements of the International Plumbing Code design capacity requirements (or other applicable building code requirements), without consideration for increased capacities required for the sprinkler systems. Minimum meter size shall be ¾".

In addition, the water connection application fee is proposed to be adjusted to \$250 to fully cover the Community Development Department cost of intake and processing the permit. This is similar to other engineering fees that were adopted by the City last year.

3. Sewer Impact Fees (Connection Fees)

The sewer impact fees are being updated to reflect an increase in the sewer connection application fee adjustment to \$250 to reflect the costs of intake and processing of the new connection application.

4. Planning Commission Fees

The various fees/deposits associated with Planning Commission entitlement applications are being updated to cover increased expenditures and to reduce the occurrence of collections on work order accounts.

C. Parks and Recreation Department

1. Recreation Center Fees

Section 3e: The current fee for personal training fees was established in 2009 when the Recreation Center was opened. The proposed change in the fee schedule is necessary to recover the increased costs of the replacement equipment used for personal training and paying the personal trainers (contractors) a reasonable compensation to stay competitive with other facilities with similar services.

<u>Current Fee</u>	<u>Sessions</u>
\$22 - \$45	30 minutes – 45 minutes
<u>Proposed Fee</u>	<u>Sessions</u>
\$28 - \$60	30 minutes- 60 minutes
\$18 per person for each additional person per session	

D. Public Works Department

1. Engineering Inspection Fees (Public Works)

The current fee schedule was last updated on October 18, 2017. The proposed text revisions clarify and make consistent the language in both sections of the fee schedule (Section A - Construction Services and Section B - Grading Projects). Under both sections a one-time application fee of \$160 is proposed

for all inspection services related to construction. This fee is to cover the Department's hourly costs associated with the review of plans by the Construction Manager.

Environmental Considerations

Not applicable

Commission Recommendation

The Environmental and Utilities Commission supported staff's recommended changes to the Sewer and Water Connection Fees at their special meeting on March 12, 2018.

Strategic Plan Integration

The proposed changes are consistent with the Council's top priority of a *Balanced, Long-Term Financial Strategy*.

Alternatives

Staff is recommending that the City Council continue the public hearing for the Book of Fees. Alternatively, Council could defer action; recommend changes to staff's recommendations; or direct staff to return with additional information to inform the Council's decision.

Coordination and Review

The update to the Book of Fees schedules is a citywide project.

Budget/Cost Impact

Whenever revenue programs fall short, the burden can shift to the General Fund and use of general tax revenues. The attached proposed fee schedule amendments have a minimal impact on the approved biennial budget.

ATTACHMENTS

1. Resolution 18-8
 1. Transactions Fees
 2. Code Enforcement Fees
 3. Recreation Center Fees
 4. Engineering Inspection Fees (Public Works)
 5. Water Impact Fees (Connection Fees)
 6. Sewer Impact Fees (Connection Fees)
 7. Planning Commission Fees

RESOLUTION 18-8

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST SACRAMENTO AMENDING THE BOOK OF FEES TO ADOPT FEES FOR VARIOUS CITY REGULATORY ACTIVITIES, PRODUCTS AND/OR SERVICES

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, the City Council has exercised this authority by adopting Resolution No. 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 regulatory 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, ORDERED, AND FOUND by the City Council of the City of West Sacramento that:

1. The various fee and fine schedules attached 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 April 11, 2018, unless otherwise indicated on the fee schedule or provided for in California law.

PASSED AND ADOPTED by the West Sacramento City Council this 11th day of April, 2018, 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
TRANSACTION FEES	Resolution 17-60	Oct. 18, 2017

Fee Schedule:

- | | |
|--|---------|
| A. RETURNED CHECK FOR NOT SUFFICIENT FUNDS | \$30.00 |
| B. RELEASE OF CLAIM OF LIEN (in addition to fee imposed by county) | \$10.00 |
| C. LATE FEE ON PAST-DUE WORK ORDER AND RETIREE HEALTH BILLINGS | 10% |
| D. UTILITY PAYOFF DEMAND – PER REQUEST | \$30.00 |
| E. LIEN PAYOFF DEMAND – PER REQUEST | \$30.00 |
| F. CREDIT CARD TRANSACTION-CONVENIENCE FEES | 3% |
- The credit card ~~transaction-convenience~~ fee shall ~~not-exceed~~ 3% of the transaction amount. ~~This is a pass-through fee from the credit card merchant services.~~ This fee shall be applied to all credit card transactions and fee schedules where credit cards may be used except payment of utility charges. There is no fee to pay by e-check or debit card.

HISTORY:

<u>AUTHORITY</u>	<u>DATE</u>	<u>ACTION</u>
Res. 08-89	12/10/08	Approval
Res. 09-68	09/02/09	Change NSF fee, add late fee
Budget Plan	05/19/10	Add Utility and Lien Payoff Demand Fee
Res. 11-3	01/19/11	Update Authority and increase B. to \$10 from \$2
Res. 17-60	10/18/17	Add credit card transaction fee

CITY OF WEST SACRAMENTO

BOOK OF FEES

Description	Authority	Effective Date
CODE ENFORCEMENT FEES	Resolution 13-59	Dec. 7, 2013

Fee Schedule:

With the exception of the appeal of an administrative citation, nonpayment of any fee shall not preclude the person charged with the fee from a hearing. In the event the Hearing Officer rules against the Code Enforcement Officer's recommendation for a finding of violation, no fees are owed.

A. REINSPECTION FEE:

Requires previous notice and initial inspection. Fee is imposed only if violation(s) still exists. \$80/hr

B. PRE-HEARING INSPECTION FEE

To verify conditions still exist prior to hearing. \$80/hr

C. PUBLIC HEARING FEE

Fee is imposed if conditions are declared to constitute a public nuisance. ~~\$250~~\$300

D. POST-HEARING DECISION FEE

Property is posted with the Hearing Officer decision. \$80/hr

E. DECLARATION OF PUBLIC NUISANCE FEE

Decision is recorded with the County Recorder's Office. \$80/hr

F. REINSPECTION FEE

Inspection performed to follow up on hearing decision. \$80/hr

G. EXTENSION FEE

To verify conditions still exist prior to hearing. \$80/hr

H. TITLE SEARCH FEE

\$300

I. REMOVAL OF RECORDED PUBLIC NUISANCE DECLARATION FEE

\$80/hr

J. ABATEMENT FEE

The actual costs charged to City staff for abatement. Actual Costs

CITY OF WEST SACRAMENTO

BOOK OF FEES

Description	Authority	Effective Date
CODE ENFORCEMENT FEES	Resolution 13-59	Dec. 7, 2013

K. ADMINISTRATIVE CITATION PENALTIES

Amount of Fine

1. The maximum amount of the fine imposed for each code violation is as follows:
 - a. Per day for a first violation \$100
 - b. Per day for a second violation of the same ordinance within 12 months \$200
 - c. Per day for each additional violation of the same ordinance within 12 months \$500
2. Appeal Fees. Any administrative citation may be appealed provided that the fines imposed for the violation(s) are paid prior to the scheduling of an appeal hearing.

L. ADDITIONAL AMOUNTS

1. Administrative costs, interest, late payment charges, costs of compliance re-inspections, and collection costs are in addition to any fines or fees. These include:
 - a. Administrative costs, based on time spent by Code Enforcement staff, management, and City Attorney's office, at the full cost hourly rate of each employee including salary, benefits, and overhead.
 - b. Late payment charges at a rate of 10 percent per month.
 - c. Compliance re-inspections, based on staff time at the full cost hourly rate.
 - d. Collection costs (actual collection costs).

HISTORY:

<u>AUTHORITY</u>	<u>DATE</u>	<u>ACTION</u>
Res. 08-89	12/10/08	Amend fees
Res. 13-59	11/06/13	Amend fees
Res. 16-48	06/15/16	Amend fees

CITY OF WEST SACRAMENTO

BOOK OF FEES

Description	Authority	Effective Date
RECREATION CENTER FEES	Resolution 17-60	Oct. 18, 2017

Fee Schedule

The policies applied in setting user fees for the West Sacramento Recreation Center (WSRC) services vary from other recreational services provided by this department. Flexibility has been built in to allow for new program development, to reflect the needs of specific service populations, and to allow the Recreation Center to recover a larger portion of its operational costs.

A. RECREATION CARD, PASSES, AND CHILDCARE FEES

1. A Recreation card is required to participate in a West Sacramento Parks & Recreation Department program or to use the Recreation Center.

\$5.00 per household/replacement fee per card

2. Fee types:

Resident: Person who lives within the City limits of West Sacramento OR within the Washington Unified School District boundaries

Nonresident: Person who lives outside the City limits of West Sacramento AND outside the Washington Unified School District boundaries

3. Passes:

- a. Daily pass – Recreation card holders purchasing a daily pass will have drop-in access to the Recreation Center, including admission to group exercise classes.

	Adult per person	Student/Senior 62+ per person
Resident	\$7	\$5.50
Nonresident	\$14	N/A

- b. Monthly pass – Recreation card holders purchasing a monthly pass will have drop-in access to the Recreation Center, including admission to group exercise classes.

	Adult per person	Student/Senior 62+ per person	Couple	Family
Resident	\$39.50	\$26	\$59.50	\$79.50
Nonresident	\$73	N/A	\$110	\$146

- c. Quarterly, semi-annual or annual pass – The following savings* are applied when purchasing multi-month passes at the monthly rate:

3 months: 5% discount

CITY OF WEST SACRAMENTO

BOOK OF FEES

Description	Authority	Effective Date
RECREATION CENTER FEES	Resolution 17-60	Oct. 18, 2017

Fee Schedule

6 months: 10% discount
 12 months: 15% discount

Does not apply to student or Senior 62+ pass purchases

Cost for leagues and lessons are not included in WSRC pricing and must be paid for separate programs and activities.

d. Nontransferable and nonrefundable fee – After an application has been processed, fees paid are nontransferable and nonrefundable.

e. Personal training fees – ~~Prices are determined by the personal trainer selected and package purchased. Fees are based on the session(s) purchased. Each session can be 30, 45, or 60 minutes.~~

~~\$22.0028-\$45.0060~~ per person, per session. Each additional person per session is \$18

4. Childcare Fees – Patrons have the option of paying per visit or purchasing an hourly punch card. Fees are based on the pass status of the parent/guardian at the time of purchase.

Drop-in Fee: per child per visit (single visit only), two-hour maximum	\$4
10 Punch Childcare Pass (two-hour maximum per visit)	\$36
20 Punch Childcare Pass (two-hour maximum per visit)	\$72
Late pick-up fee (for each 15 minute segment over 2 hours)	\$5

B. RENTAL FEES

1. Security deposit and payment – A \$250.00 security deposit is required for each room rental and must be paid within 72 hours of the rental request application approval. If all requirements are met, security deposits will either be credited back to the credit card the following business day or a check will be directly mailed to the patron within four to six weeks. If any damages are assessed that exceed the amount of the security deposit, the patron will be billed accordingly and must pay the remaining balance within 72 hours.

2. Change or cancellation:

Changes – Any changes to the rental request application must be submitted in writing. If approved, any change will be charged a \$5.00 administrative processing fee.

Cancellations – Any cancellations to the rental request or rental contract must be made a minimum of 14 days prior to the event in order to receive a full refund. Cancellations made

CITY OF WEST SACRAMENTO

BOOK OF FEES

Description	Authority	Effective Date
RECREATION CENTER FEES	Resolution 17-60	Oct. 18, 2017

Fee Schedule

less than 14 days in advance will forfeit 25% of the security deposit. All rental cancellations will be charged a \$5.00 administrative processing fee. More than 14 days' notice may be required for the cancellation of larger events.

3. Room Rental rate

a. Outside group facility room rentals will be charged an hourly rate

b. Group exercise room

Resident: \$50/hour

Nonresident: add 20% to the Resident fee

C. FEE ADJUSTMENTS

The City Manager, or his/her designee, has the authority to make midyear fee adjustments not to exceed 10% of the current published fee schedules.

HISTORY:

AUTHORITY	DATE	ACTION
Res. 11-3	1/19/2011	Approve fees (administrative modification by removing fees from policy).
Res. 16-48	6/15/2016	Increase fees
Res. 17-60	10/18/17	Increase fees; add section B 3

CITY OF WEST SACRAMENTO

BOOK OF FEES

Description	Authority	Effective Date
ENGINEERING INSPECTION FEES (PUBLIC WORKS)	Resolution 17-60	Oct. 18, 2017

Fee Schedule

A. CONSTRUCTION SERVICES

This fee includes inspection of all public improvements associated with multifamily, commercial, and industrial developments and subdivisions; and/or any other right-of-way easement, or on-site improvements for which the Public Works Department provides inspection services. A one-time application fee of \$1560 is required for all inspection services, in addition to the inspection fees.

Application Fee (for all projects) \$160

Project cost/Inspection Fee (based on overall project value)

Less than \$1,000 \$132

\$1,001 to \$12,000 \$346

\$12,001 and greater: the fee shall be based on the actual number of hours required for inspections, based on the size of the project, multiplied by \$132/hour

Re-inspection Fee (to be charged in addition to the above set fees if required) \$132

1. Deposits and Fee Determination for Construction Projects

Applicants with projects costs of more than \$12,000 will be required to pay a deposit based on the number of inspections required ~~and the number of hours for each inspection~~. The deposit amount shall be reviewed/determined by the Construction Manager (or his/her designee) ~~and approved by the Finance Division~~. ~~For projects requiring a deposit greater than \$5,000, applicants are eligible to request a deposit/reimbursement structure for inspection fees.~~

Staff time related to inspection would be tracked and the actual cost of inspection fee will be equal to the cost of the staff time and materials required. Time shall be charged at rates published in the Book of Fees for Engineering Services and shall be rounded up to the nearest whole hour.

Under a deposit/reimbursement structure, following satisfactory completion of, and prior to the acceptance of the public improvements, the City will submit an invoice to the applicant for the additional inspection cost should the actual cost exceed the deposit amount. All outstanding inspection fees owed to the City shall be paid in whole prior to City acceptance of the improvements. If the cost of inspections required is lower than the deposit amount, the City will issue a reimbursement to the applicant.

B. GRADING PROJECTS

This fee includes inspection for earthwork. Fees associated with the installation of storm water Best Management Practices (BMPs) shall be calculated per Section A above. A one-time application fee is required for all inspection services, in addition to the inspection fees.

CITY OF WEST SACRAMENTO

BOOK OF FEES

Description	Authority	Effective Date
ENGINEERING INSPECTION FEES (PUBLIC WORKS)	Resolution 17-60	Oct. 18, 2017

Fee Schedule

Application Fee (for all projects) \$~~150~~160

Project size Inspection Fee (based on project size)

Up to 50 cubic yards \$132

50 to 500 cubic yards \$346

501 and greater cubic yards ~~will be charged the hourly rate per Citywide service/reimbursement fee; the fee shall be based on the actual number of hours required for inspections, based on the size of the project, multiplied by \$132/hour.~~

Re-inspection fee (to be charged in addition to the above set fees if required) \$132

1. Deposit and Fee Determination for Grading Projects

Applicants with grading projects of more than 500 cubic yards will be required to pay a deposit based on the number of inspections required and the number of hours for each inspection. The deposit amount shall be ~~reviewed—determined~~ by the Construction Manager (or his/her designee) and approved by the Finance Division. For projects requiring a deposit greater than \$5,000, applicants are eligible to request a deposit/reimbursement structure for inspection fees.

Staff time related to inspection will be tracked and the actual cost of the Inspection Fee will be equal to the cost of staff time and materials required. Time shall be charged at rates published in the Book of Fees for Engineering Services and shall be rounded up to the nearest whole hour.

Under a deposit/reimbursement structure, following satisfactory completion of, and prior to the acceptance of public improvements, the City will submit an invoice to the applicant for the additional inspection costs should the actual costs exceed the deposit amount. All outstanding inspection fees owed to the City shall be paid in whole prior to City acceptance of the improvements. If the cost of the inspections required is lower than the deposit amount, the City will issue a reimbursement to the applicant.

C. OTHER FEES

Additional services/activities due to changes, additions, or revisions needed to approve plan, will have a minimum charge of .5 hr of Inspector time or \$80, or total cost to the City whichever is greatest. Cost shall include staff time, supervision, overhead, equipment and indirect costs.

HISTORY:

AUTHORITY	DATE	ACTION
Res. 17-60	10/18/17	Adopt fee schedule

CITY OF WEST SACRAMENTO

BOOK OF FEES

Description	Authority	Effective Date
WATER IMPACT FEES (CONNECTION FEES)	Resolution 17-7 Annual Adjustment	Jan. 1, 2018

Fee Schedule

The water connection fees are supported by the Water System Master Plan 2015 Update, dated August 2017. The water connection fee represents the unit cost of capacity. The unit cost is determined by dividing the value of the facilities by the current number of connections serviced. The current number of water connection is converted to a standard connection referred to as an equivalent meter unit (EMU). An EMU represents capacity of the smallest meter available, a ¾" meter. Larger meters represent more EMU's depending on how their rated capacities compare with one EMU.

The cost of an EMU is determined by dividing the value of the water system facilities by the number of EMU's served.

Value of Water Facilities: The value of the City's existing and future water system is summarized as follows:

Water System Assets	Replacement Cost New	Developer Contributions	NET Replacement Cost New
Pipelines			
8" diameter or less	\$126,826,783	-\$12,682,678	\$114,144,105
10" diameter	\$22,928,242	-\$2,292,824	\$20,635,418
12"-18" diameter	\$110,801,828	\$0	\$110,801,828
19"+ diameter	\$48,574,496	\$0	\$48,574,496
Subtotal, Pipelines	\$309,131,348	-\$14,975,503	\$294,155,846
Other Infrastructure	\$61,598,945	\$0	\$61,598,945
Land	\$1,193,450	\$0	\$1,193,450
Retired Debt Service	\$43,701,531	\$0	\$43,701,531
Capital Improvement Projects (2016-2020)	\$33,107,534	\$0	\$33,107,534
Grand Total	\$448,732,809	-\$14,975,503	\$433,757,307

Capacity in Water Facilities: The determination of capacity in the water facilities is based on the EMU's projected to be connected to the system in 2020, and is summarized as follows:

Equivalent Meter Unit (EMU) Calculation	
Projected System Demand – 2020 (gpd)	16,600,000
Average Flow per ¾" Meter (gpd)	350
<u>Total Demand (EMUs)</u>	47,429

Calculation of Water Connection Fee: The water connection fee is determined by dividing the value of the systems total capacity by the number of EMU's projected to be connected in 2020.

Water System Assets	NET Replacement Cost New (RCN) ¹	NET RCN per EMU
Pipelines		47,429 EMUs ²
8" and smaller	\$114,144,105	\$2,407
10"	\$20,635,418	\$435
12"-18"	\$110,801,828	\$2,336
19"+	\$48,574,496	\$1,024

CITY OF WEST SACRAMENTO

BOOK OF FEES

Description	Authority	Effective Date
WATER IMPACT FEES (CONNECTION FEES)	Resolution 17-7 Annual Adjustment	Jan. 1, 2018

Fee Schedule

	Subtotal, Pipelines	\$294,155,846	\$6,202
Other Infrastructure		\$61,598,945	\$1,299
Land		\$1,193,450	\$25
Retired Debt Service		\$43,701,531	\$921
Capital Improvement Projects (2016-2020)		\$33,107,534	\$698
	Grand Total	\$433,757,307	\$9,145

A. CONNECTION PERMIT APPLICATION FEE

Includes application review, permit issuance, and tracking. May be included with the Connection Permit Application Fee for Sewer Connections.

Connection Permit Application Fee \$150,250

B. CAPACITY CHARGES

	General Water Service	Total Water System Impact Fee
3/4" meter		\$9,145
1" meter		\$15,271
1 1/2" meter		\$30,453
2" meter		\$48,741
3" meter		\$97,574
4" meter		\$152,442
6" meter		\$304,796
8" meter		\$487,690
10" meter		\$701,130
12" meter		\$1,310,750

For multiple dwelling units and mobile home parks the charge will be based on the meter size needed to serve the multi-family dwelling or mobile home park.

C. CREDITS

1. Water connection fees are not required where it can be shown that a previous connection once existed for a similar improvement on a parcel.
2. Consistent with the City's adopted Developer Reimbursement Policy, credits against fees can be applied for the following components of water service are provided for past performance (cash payments, land dedications, constructed improvements, etc.)

CITY OF WEST SACRAMENTO

BOOK OF FEES

Description	Authority	Effective Date
WATER IMPACT FEES (CONNECTION FEES)	Resolution 17-7 Annual Adjustment	Jan. 1, 2018

Fee Schedule

D. GREEN BUILDING WATER FEE ADJUSTMENT

Project applicants that demonstrate green building techniques in excess of minimum building code requirements may be eligible for adjustment to the City water impact fees. The adjustment would be proportionate to the reduction in impact to the water system funded through the fee program. An estimate of the reduction in water system impact and fee amount is required by the applicant, along with substantiating evidence. The City Manager, or his/her designee, must concur with the applicant's findings prior to granting a water fee adjustment.

E. ACCESSORY DWELLING UNITS (ADU'S)

The methodology for calculating the fee for Accessory Dwelling Units will conform with SB1069, and pro rate the fee based on the floor size, or fixture units.

F. FIRE SPRINKLERS

The meter size used to determine the amount of the water impact fee will be based on the requirements of the International Plumbing Code design capacity requirements (or other applicable building code requirements), without consideration for increased capacities required for the sprinkler systems. Minimum meter size shall be ¾".

HISTORY:

AUTHORITY	DATE	ACTION
Res. 05-43	08/08/05	Adopt fee schedule
Res. 08-73	09/18/08	Add fire sprinkler
Res. 08-89	12/10/08	Add Green Building
Res. 09-08	01/14/09	Add multifamily and buy-in
Res. 16-48	06/15/16	Amend language in Section A
Res. 17-07	09/20/17	Update to Water Master Plan 2016
Res. 17-60	10/18/17	Updated fee schedule

CITY OF WEST SACRAMENTO

BOOK OF FEES

Description	Authority	Effective Date
SEWER IMPACT FEES (CONNECTION FEES) CITYWIDE	Resolution 17-7	Jan. 1, 2018
	Annual Adjustment	

Fee Schedule

The sewer connection fees are supported by the Wastewater System Master Plan 2015 Update, dated August 2017. The sewer connection fee represents the unit cost of capacity. The current number of sewer connections is converted to a standard connection referred to as an equivalent dwelling unit (EDU). An EDU relates multi family, commercial, and industrial connections to an equivalent single family residential connection based on the ration of the customer's estimated daily sewer water use compared to that of a single family residence. The City's sewer connection fee only recovers the collection system costs.

Value of Sewer System Assets: The value of the City's existing and future sewer system assets is summarized as follows:

Sewer System Assets	Replacement Cost New	Developer Contributions	NET Replacement Cost New
Pipelines			
8" diameter	\$147,230,380	-\$14,723,038	\$132,507,342
10" diameter	\$18,109,270	-\$1,810,927	\$16,298,343
12"-18" diameter	\$49,171,140	\$0	\$49,171,140
19"+ diameter	\$17,778,280	\$0	\$17,778,280
Subtotal, Pipelines	\$232,289,070	-\$16,533,965	\$215,755,105
Other Infrastructure	\$36,821,182	\$0	\$36,821,182
Land	\$1,609,463	\$0	\$1,609,463
Retired Debt Service	\$5,703,923	\$0	\$9,703,923
Capital Improvement Projects (2016-2020)	\$9,737,006	\$0	\$9,737,006
WWTP Decommission/Demolition	\$13,800,000	\$0	\$13,800,000
Grand Total	\$299,960,645	-\$16,533,965	\$283,426,680

Capacity in Sewer Facilities: The determination of capacity in the sewer system facilities is based on the EDU's projected to be connected to the system in 2020, and is summarized as follows:

Equivalent Dwelling Unit (EDU) Calculation

Average Dry Weather Flow – 2020 (gpd)	6,400,000
Average Residential Sewer Flow (gpd)	135
	<u>Total EDUs</u> 47,707

Calculation of Water Connection Fee: The water connection fee is determined by dividing the value of the systems total capacity by the number of EMU's projected to be connected in 2020.

Sewer System Assets	NET Replacement Cost New (RCN) ¹	NET RCN per EDU
Pipelines		47,407 EDUs ²
8" and smaller	\$132,507,342	\$2,795

CITY OF WEST SACRAMENTO

BOOK OF FEES

Description	Authority	Effective Date
SEWER IMPACT FEES (CONNECTION FEES) CITYWIDE	Resolution 17-7	Jan. 1, 2018
	Annual Adjustment	

Fee Schedule

10"	\$16,298,343	\$344
12"-18"	\$49,171,140	\$1,037
19"+	\$17,778,280	\$375
Subtotal, Pipelines	<u>\$215,755,105</u>	<u>\$4,551</u>
Other Infrastructure	\$36,821,182	\$777
Land	\$1,609,463	\$34
Retired Debt Service	\$5,703,923	\$120
Capital Improvement Projects (2016-2020)	\$9,737,006	\$205
WWTP Decommission/Demolition	\$13,800,000	\$291
Grand Total	<u>\$283,426,680</u>	<u>\$5,979</u>

The EDU factor is then used to determine the connection fee for other uses by multiplying the EDU by a use factor, as follows:

\$ per EDU at 135 gpd	\$5,979
Average sq. ft. per Single Family Residence	<u>2,500</u>
\$ per sq. ft.	\$2.39
Sq. ft.	<u>1,000</u>
Per 1,000 sq. ft. at 135 gpd	\$2,391

	gpd/1000 sq. ft. a	gpd/EDU b	Factor c=[a/b]	d	\$/1000 sq. ft. c*d
Commercial					
Water related	100	135	0.741	\$2,391	\$1,771
General	100	135	0.741	\$2,391	\$1,771
Neighborhood	80	135	0.593	\$2,391	\$1,417
Community	80	135	0.593	\$2,391	\$1,417
Highway	80	135	0.593	\$2,391	\$1,417
Office	100	135	0.741	\$2,391	\$1,771
Industrial					
Water related	40	135	0.296	\$2,391	\$709
Light	40	135	0.296	\$2,391	\$709
Mixed comm/Ind	60	135	0.444	\$2,391	\$1,063
Business Park	80	135	0.593	\$2,391	\$1,417
Heavy	80	135	0.593	\$2,391	\$1,417

A. CONNECTION PERMIT APPLICATION FEE

Includes application review, permit issuance, and tracking. May be included with the Connection Permit Application Fee for Water Connections.

Connection Permit Application Fee	<u>\$150,250</u>
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CITY OF WEST SACRAMENTO

BOOK OF FEES

Description	Authority	Effective Date
SEWER IMPACT FEES (CONNECTION FEES) CITYWIDE	Resolution 17-7	Jan. 1, 2018
	Annual Adjustment	

Fee Schedule

B. CAPACITY CHARGES

1. Single family residential
4" diameter connection \$5,946

2. Multiple Dwelling units: includes duplexes, triplexes, quadraplexes, condominiums, townhouses, apartments, mobile homes, or any type of dwelling intended for residential use other than single family residential

Multifamily = 75% of single family rate \$4,459.50
Per unit

3. Commercial/Industrial: the connection fees for commercial and industrial developments shall be determined based on the estimated flow per 1,000 square feet used in the Wastewater Master Plan 2016 Update, as follows:

\$ per EDU at 135 gpd	\$5,979
Average sq. ft. per Single Family Residence	2,500
\$ per sq. ft.	<u>\$2.39</u>
Sq. ft.	<u>1,000</u>
Per 1,000 sq. ft. at 135 gpd	\$2,391

	gpd/1000 sq. ft. a	gpd/EDU b	Factor c=[a/b]	d	\$/1000 sq. ft. c*d
Commercial					
Water related	100	135	0.741	\$2,391	\$1,771
General	100	135	0.741	\$2,391	\$1,771
Neighborhood	80	135	0.593	\$2,391	\$1,417
Community	80	135	0.593	\$2,391	\$1,417
Highway	80	135	0.593	\$2,391	\$1,417
Office	100	135	0.741	\$2,391	\$1,771
Industrial					
Water related	40	135	0.296	\$2,391	\$709
Light	40	135	0.296	\$2,391	\$709
Mixed comm/Ind	60	135	0.444	\$2,391	\$1,063
Business Park	80	135	0.593	\$2,391	\$1,417
Heavy	80	135	0.593	\$2,391	\$1,417

4. Issues
 - a. The minimum size lateral for commercial and industrial connections shall be 6"

 - b. For all tenant improvements, remodels, or additions to commercial and industrial buildings which were issued building permits for new

CITY OF WEST SACRAMENTO

BOOK OF FEES

Description	Authority	Effective Date
SEWER IMPACT FEES (CONNECTION FEES) CITYWIDE	Resolution 17-7 Annual Adjustment	Jan. 1, 2018

Fee Schedule

construction before November 14, 1990, the charge for sewer connection fees shall be determined based on \$96 per plumbing fixture unit.

- c. The methodology for calculating the fee for Accessory Dwelling Units will conform with SB1069, and pro rate the fee based on floor size, or fixture units

C. CREDITS

1. Sewer connection fees are not required where it can be shown that a previous connection once existed for a similar improvement on a parcel
2. Consistent with the City's adopted Developer Reimbursement Policy, credits against fees can be applied for the following components of sewer service are provided for past performance (cash payments, land dedications, constructed improvements, etc.)

HISTORY:

AUTHORITY	DATE	ACTION
Res. 08-89	12/20/08	Adopt fee schedule
Res. 16-48	06/15/16	Amend application fee
Res. 17-7	09/20/17	Update 2016 Sewer Master Plan
Res. 17-60	10/18/17	Update fees

CITY OF WEST SACRAMENTO

BOOK OF FEES

Description	Authority	Effective Date
PLANNING COMMISSION FEES	Resolution 13-2	Mar. 21, 2013

Fee Schedule:

Fees indicated with an asterisk (*) are initial deposits to be accompanied by a Reimbursement Agreement for Application Services. Fees without asterisks are flat fees.

A. CEQA

- | | |
|---|-----------|
| 1. Categorical Exemption | \$5270 |
| 2. Negative Declaration | \$61,000* |
| 3. Mitigated Negative Declaration, plus consultant | \$24,000* |
| 4. Focused Environmental Impact Report, plus consultant | \$45,000* |
| 5. Full Environmental Impact Report, plus consultant | \$47,000* |

B. GENERAL PLAN OR ZONING CODE AMENDMENT

- | | |
|--------------------|-----------|
| Text or map change | \$85,000* |
|--------------------|-----------|

C. LAND DIVISION

- | | |
|--------------------|-----------|
| 1. Parcel map | \$24,500 |
| 2. Subdivision map | \$84,000* |
| 3. Time extensions | \$7,150* |

D. APPEALS (see General – Appeal Fees)

E. PERMITS

- | | |
|---|-----------|
| 1. Use Permit – categorically exempt | \$43,500* |
| 1a. Use Permit – with Negative Declaration or EIR | \$25,000* |
| 1b. Use Permit – with EIR | \$84,000 |
| 2. Planned Development Permit | \$45,500* |
| 3. Major modification to CUP or PD | \$43,050* |

F. OTHER (Planning Commission review)

- | | |
|---|-----------|
| 1. Variance | \$44,000* |
| 2. Access Interpretation | \$61,000 |
| 3. Use Interpretation | \$61,000 |
| 4. Other processing involving Planning Commission | \$31,000* |

G. TECHNOLOGY FEE

A technology fee shall be charged as an additional permit fee for all planning applications involving Planning commission review. The amount of the fee shall be 8% of the fee/deposit charged as identified in the above sections, ~~not to exceed \$1,500~~. The fee shall be used for entitlement document scanning costs, City's E-government and Geographical Information System (GIS) programs, along with their operating and maintenance costs.

CITY OF WEST SACRAMENTO

BOOK OF FEES

Description	Authority	Effective Date
PLANNING COMMISSION FEES	Resolution 13-2	Mar. 21, 2013

NOTE: In the event of applications involving multiple permits and a Reimbursement Agreement, a deposit equal to the largest permit deposit shown shall be collected.

In the event of applications involving multiple permits without a Reimbursement Agreement, the full fee of the largest permit amount plus one-half of the fee for all other permits (other than CEQA review fees) shall be collected. CEQA fees are in addition to other fees unless a Reimbursement Agreement is involved.

HISTORY:

<u>AUTHORITY</u>	<u>DATE</u>	<u>ACTION</u>
Res. 08-89	12/10/08	Adopt schedule
Res. 09-68	9/2/09	Increase permit fee, add technology fee
Res. 13-2	3/20/13	Add E.1b; delete Time extensions; add E4. WTF permit fee



Final Details for Order #113-0207213-9454629

[Print this page for your records.](#)

Order Placed: February 27, 2018
Amazon.com order number: 113-0207213-9454629
Order Total: \$31.30

Shipped on February 27, 2018

Items Ordered

2 of: *IOGEAR USB 2.0 to Serial RS-232 Adapter, GUC232A*

Sold by: Amazon.com Services, Inc. ([seller profile](#))

Business Price

Condition: New

Price

\$14.49

Shipping Address:

Robert Whitaker
 1110 W CAPITOL AVE FL 3RD
 WEST SACRAMENTO, CA 95691-2717
 United States

Item(s) Subtotal: \$28.98

Shipping & Handling: \$0.00

Total before tax: \$28.98

Sales Tax: \$2.32

Total for This Shipment: \$31.30

Shipping Speed:

Two-Day Shipping

Payment information

Payment Method:

Visa | Last digits: 3379

Item(s) Subtotal: \$28.98

Shipping & Handling: \$0.00

Total before tax: \$28.98

Estimated tax to be collected: \$2.32

Grand Total: \$31.30

Billing address

City of West Sacramento, Lorianne Landsaw
 1110 W CAPITOL AVE 3RD FLOOR
 WEST SACRAMENTO, CA 95691-2717
 United States

Credit Card transactions

Visa ending in 3379: February 27, 2018: \$31.30

To view the status of your order, return to [Order Summary](#).

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MEETING DATE: March 21, 2018

ITEM # 19

SUBJECT:

PUBLIC HEARING AND CONSIDERATION OF RESOLUTION 18-19 FOR THE REMOVAL OF THE EAST-WEST CROSSWALK AT THE INTERSECTION OF 5TH STREET AND WEST CAPITOL AVENUE

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

Vin Cay, Supervising Civil Engineer
Jesse Khatkar, Assistant Engineer

Council Staff

Other


Deniz Anbiah, Director of Public Works

ATTACHMENT Yes No Information Direction Action

OBJECTIVE

The object of this report is to facilitate City Council's consideration of Resolution 18-19 for the removal of the east-west crosswalk at the intersection of 5th Street and West Capitol Avenue.

RECOMMENDED ACTION

Staff respectfully recommends that Council:

- 1) Hear staff's presentation regarding the removal of the east-west crosswalk at the intersection of 5th Street and West Capitol Avenue; and
- 2) Hold a public hearing to allow the public the opportunity to comment on the removal; and
- 3) Find that the removal of the of the east-west cross walk at the intersection of 5th Street and West Capitol Avenue is an activity within the scope of the analysis in the EIR for the Washington District Sustainable Community Infrastructure project and no further analysis under CEQA is required; and
- 4) Adopt Resolution 18-19 for the removal of the east-west crosswalk at the intersection of 5th Street and West Capitol Avenue.

BACKGROUND

In 2015, the City was awarded a \$6.7 million State cap-and-trade grant for affordable housing and infrastructure funding to jump start new mixed used development in and near the Bridge District. A portion of the grant was slated for the development of 77 units of affordable housing at West Gateway Place (formerly Delta Lane development) which recently completed construction. A portion of the grant, \$4.1 million, was intended for infrastructure improvements which include roadways, frontage, lighting, utilities, and streetscape improvements in the Washington District and the City's Grand Gateway, a "hub bringing together our downtown Central Business District, the Bridge District and the historic Washington District."

On September 20, 2017, Council awarded the construction contract to Teichert Construction for the Washington District Sustainable Community Infrastructure Project (WDSCIP). Construction began in November 2017 and is actively progressing.

As part of the project, the traffic signal at the intersection of 5th Street and West Capitol Avenue is going to be removed. Staff had received numerous complaints from residents, commissioners, and council members regarding the poor traffic operations caused by the proximity of the traffic signal to the traffic signal at 5th Street and Tower Bridge Gateway. The traffic signal at 5th Street and West Capitol Avenue is estimated to be removed by July 2018.

As a result of the traffic signal removal, the existing marked east-west crosswalk at the said intersection is also recommended for removal. Section 21950.5 of the California Vehicle Code (CVC) states: An existing marked crosswalk may not be removed unless notice and opportunity to be heard is provided to the public not less than 30 days prior to the scheduled date of removal. In addition to any other public notice requirements, the notice of proposed removal shall be posted at the crosswalk identified for removal.

ANALYSIS

To comply with section 21950.5 of the CVC, staff has posted Crosswalk Removal Notices (attachment 1) on March 2, 2018 on both sides of the east-west crosswalk at the intersection of 5th Street and West Capitol Avenue as well as the crosswalks immediately north and south of the location. The notices show the location of the crosswalk being proposed for removal and provide information about where public comment can be directed. The notices regarding the crosswalk removal also provide information for the public hearing being held on March 21, 2018 during the regular City Council meeting. In addition, staff also noticed the removal and public hearing in the News Ledger.

If Council approves the resolution, staff anticipates the crosswalk will be removed 30 days after the hearing at the earliest. Staff does not anticipate a negative impact to pedestrians because there are additional east-west crosswalks 130 feet to the south and 460 feet to the north of the crosswalk that is recommended for removal.

Environmental Considerations

The Final Environmental Impact Report for the Washington District Sustainable Community Infrastructure project was certified on February 15, 2017, when Council adopted Resolution 17-11.

Commission Recommendation

Staff brought this item to the Transportation Mobility and Infrastructure commission on March 5 as part of a quarterly update. There were no comments provided on this item.

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) Hear staff's presentation regarding the removal of the east-west crosswalk at the intersection of 5th Street and West Capitol Avenue; and
- 2) Hold a public hearing to allow the public the opportunity to comment on the removal; and either
 - a) Approve resolution 18-19 for the removal of the east-west crosswalk at the intersection of 5th Street and West Capitol Avenue; or
 - b) Council may elect to not approve the resolution at this time.

Alternative 2b) is not recommended due to the potential impact to the projects construction schedule.

Coordination and Review

N/A

Budget/Cost Impact

No budget impact is anticipated.

ATTACHMENT(S)

1. Crosswalk Removal Notice
2. Resolution 18-19

Notice of Crosswalk Removal

As part of the Washington District Sustainable Community Infrastructure Project, the City of West Sacramento is removing the traffic signal at the intersection of 5th Street and West Capitol Avenue. As a result of the traffic signal removal, the east-west crosswalk at that intersection will also be removed. If approved, the crosswalk will be removed 30 days after the Public Hearing considering the removal.



Public Hearing:

1. Any person may comment on Public Hearing and the Consideration of Resolution 18-19 for the removal of the East- West Crosswalk at the Intersection of 5th Street and West Capitol Avenue at the Public Hearing on the March 21, 2018 at a regular City Council meeting. The hearing will be held in the council chambers at the Civic Center, 1110 West Capitol Ave., West Sacramento and will begin at 7:30pm or as soon thereafter. Interested persons are invited to attend. In compliance with the ADA, if you need assistance to participate in this meeting, contact the City Clerk at 617-4500. Notification 72 hours prior to the meeting will enable the City to make reasonable accommodations.
2. Any person may also submit written comments on the crosswalk removal to the attention of Edgar Medina, Senior Engineer Department of Public Works at 1110 West Capitol Avenue, 1st Floor. Comments should specifically note crosswalk removal as the subject.

RESOLUTION 18-19

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF WEST SACRAMENTO
FOR THE REMOVAL OF THE EAST – WEST CROSSWALK AT THE
INTERSECTION OF 5TH STREET AND WEST CAPITOL AVENUE**

WHEREAS, the City Public Works Department is requesting the removal of a marked crosswalk; and

WHEREAS, the California Vehicle Code 21950.5 requires the public be notified of the crosswalk removal; and

WHEREAS, the public must have an opportunity to be heard prior to the removal of a marked crosswalk; and

WHEREAS, the City staff posted notices at the crosswalk designated for removal and at the crosswalks immediately north and south of the location on March 2, 2018; and

WHEREAS, the crosswalk will not be removed earlier than 30 days after the March 21, 2018 public hearing regarding the removal; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of West Sacramento hereby concurs with the crosswalk removal.

BE IT FURTHER RESOLVED that the City Clerk shall maintain record of the public hearing.

PASSED AND ADOPTED this 21st day of March, 2018 by the following vote:

**AYES:
NOES:
ABSENT:**


Christopher L. Cabaldon, Mayor

ATTEST:

Kryss Rankin, City Clerk

MEETING DATE: March 21, 2018

ITEM # 20

SUBJECT:**PRESENTATION AND DISCUSSION ON YOLO LOCAL AGENCY FORMATION COMMISSION
RECOMMENDATION FOR RECLAMATION DISTRICT REORGANIZATION WITHIN WEST
SACRAMENTO****INITIATED OR REQUESTED BY:****REPORT COORDINATED OR PREPARED BY:** Council Staff Other

 Charline Hamilton, Director
 Community Development Department

ATTACHMENT Yes No Information Direction Action
OBJECTIVE

The purpose of this item is to share the recent Yolo Local Agency Formation Commission (LAFCo) Municipal Service Review (MSR) for all reclamation districts in Yolo County (Attachment 1) and to specifically focus on the recommendations pertaining to Reclamation District 537 (RD 537), Reclamation District 900 (RD 900) and Local Maintenance Area 4 (LMA 4).

RECOMMENDED ACTION

Staff respectfully recommends that the City Council:

1. Receive staff's presentation;
2. Discuss and provide comments on LAFCo's latest MSR recommendations;
3. Direct staff to conduct the additional analysis necessary to prepare a draft application to LAFCo proposing the reorganization of RD 537, RD 900 and LMA 4 as subsidiary districts under City of West Sacramento governance and return to the City Council at a later date with the draft application for consideration and an initiating resolution; and,
4. Approve an appropriation of \$50,000 in General Fund Non-Departmental Budget Unit, 101-9910, towards the additional efforts needed to support an application for reorganization of RD 537, RD 900 and LMA 4 within West Sacramento.

BACKGROUND

This past year, LAFCo initiated a review of the City's municipal services as required by law. LAFCo's review of City-provided services such as water, sewer, storm drainage, roads, parks, and public safety service to County Service Area 9 were found to be adequate and in compliance with the Cortese-Knox-Hertzberg Act. Since then, LAFCo has been working on a comprehensive MSR on all reclamation and special districts in Yolo County that provide levee maintenance and flood protection services. Within the City of West Sacramento, three such districts/agencies exist:

- Reclamation District 900 (RD900)
- Reclamation District 537 (RD537)
- West Sacramento Area Flood Control Agency (WSAFCA)

One of the governance recommendations of LAFCo's review of these special districts, which has been raised in the City's past MSR's (See Attachment 2, MSR Excerpts), is the potential subordination of the reclamation districts as subsidiary district(s) under City Council governance or merger of the reclamation districts with City services given the City's stability and ability to provide drainage services and continued urbanization. This issue has also been raised by State Department of Water Resources and regional floodplain management as they are looking for solutions to minimize the number of reclamation districts in the area. Of the four cities in Yolo County, the City of West Sacramento is the only one to have reclamation districts still operating within its incorporated, urbanized boundary.

On December 7, 2017, the LAFCo Board reviewed draft governance recommendations regarding the reclamation districts and then continued the item to February 22, 2018. The following is a summary of the two options presented at the meeting:

- 1) RD 900 and RD 537 could merge, either legally or functionally, as one district and include LMA 4 which is currently maintained by State DWR and City; or,
- 2) The City could absorb RD 900 and that portion of RD 537 that lies within the city boundaries, either as a merger into city services or as a subsidiary district(s) under City Council governance. This option would also include LMA 4.

On February 22, 2018, the LAFCo Board continued their public hearing and consideration of the MSR for all Yolo County reclamation and special districts. The Board unanimously voted to adopt the MSR for the Yolo County Reclamation Districts/Local Maintaining Agencies and approve the Sphere of Influence Update for RD 537. The Board's action included the MSR recommendation that the City portion of RD 537 and all of RD 900 become subsidiary districts to the City of West Sacramento.

Mayor Cabaldon spoke at both hearings, complimenting the work of the reclamation districts to date but also acknowledging the different environment in which the levees and internal drainage now function. The following are several points that he raised:

- Financing for levee maintenance has changed dramatically with the addition of assessments, development in-lieu fees, sales tax revenue, grants, etc.
- Reclamation has changed from protection of agricultural land to protection of 55,000 people and urbanized structures.
- The majority of the reclamation district governing boards are not residents of the City.
- The neighborhoods of Broderick and Bryte do not have representation on either of the reclamation district boards.
- Voting rights implications of the reclamation district boards – lack of diversity.
- Public accountability.
- Levees are not isolated from the rest of the City's infrastructure – roads, trails, detention basins.
- The City has invested more in flood protection since incorporation than the prior years of the reclamation districts.

The reclamation districts are adamantly opposed to the recently approved LAFCo recommendation. The representatives from RD 537 and RD 900 also spoke at both hearings and raised issues regarding potential City governance. The issues were generally about increased costs, increased liability, lack of operation/maintenance experience, and lack of prioritization. City staff, in consultation with the City Attorney and a financial consultant, have conducted preliminary research and analyzed the issues that have been raised and frankly disagree with the reclamation districts' analyses and conclusions.

ANALYSIS

In order for LAFCo or the City to initiate either of the recommendations for reorganization of the reclamation districts, a finding would need to be made that the public service costs under City governance would likely be less than or substantially similar to the reclamation districts' and that the reorganization promotes public access and accountability for services. As required by the Cortese-Knox-Hertzberg Act, LAFCo asked for the City's input on the draft governance recommendations prior to their February 22, 2018 public hearing. The City Manager asked the City Attorney to review legal issues raised, including several issues related to WSAFCA, by both reclamation districts and provide his written opinion and legal guidance. The letter to LAFCo from the City Manager that includes the City Attorney's opinion on the issues is contained in Attachment 1. The City Manager asked city staff to review potential costs and the City Manager also contracted with Economic Planning Systems (EPS) to do an independent review of potential costs associated with each recommendation. EPS' memorandum is also included in Attachment 1. All budget analyses utilized the 2015-16 and 2017-18 budget reports provided to LAFCo by the reclamation districts and are included in Attachment 4 for reference.

The preliminary analyses indicate that governance by the City either as one or two subsidiary districts or as an absorption into the City, will have equal or less costs due to elimination of some outsourced or duplicative efforts and through economies of scale. Under absorption as a subsidiary district, the costs are substantially similar to the existing condition. Beyond costs, there are several qualitative items to consider with a potential reorganization of the reclamation districts to City governance. The following are a few examples:

- Customer service--one agency to contact
- Drainage coordination--single entity for City staff and outside agencies
- Transparency--single place to find information, i.e., budgets, projects, agendas, etc.

- Ability to continue multi-benefit drainage facilities--fundamental principle of Southport Framework Plan, public access, crime prevention, and efficient use of land
- Governance--City Council is an elected governing body that is reflective of the city's urbanization and culture
- Reclamation representation for Bryte and Broderick neighborhoods under City governance model

Given that LAFCo will begin the reorganization of the four reclamation districts in the Elkhorn Area (the area north of our City), including that portion of RD 537 that is outside of our City boundary, city staff feel it is timely and important to review flood protection operations and maintenance within our City to see if efficiencies can be achieved. The next step would be to prepare a more in-depth analysis of costs, liabilities, and legalities that would inform a potential plan for service which is a component for a reorganization application to LAFCo. City staff estimates this work may cost up to \$50,000 for city staff, City Attorney, and a financial consultant. A total of \$50,000 is requested in appropriation towards the completion of these efforts and any unused appropriations will be disencumbered.

Environmental Considerations

This item is not a project that is subject to CEQA because it is not an activity that may cause either a direct or reasonably foreseeable indirect physical change in the environment. (Pub. Resources Code, § 21065; CEQA Guidelines §§ 15060(c), 15378(a).)

Commission Recommendation

This item has not been to a commission at this point. Should the City Council direct staff to conduct additional analysis, then staff would recommend a presentation before the Environment and Utilities Commission to receive their comments and input prior to returning to the City Council.

Strategic Plan Integration

Flood Protection has been the Top Priority of the City Council's Strategic Plan from 2007 to Present.

Alternatives

The City Council may choose to postpone this presentation and discussion to a later date.

Coordination and Review

The information in this agenda report was coordinated with the City Manager's Office, Administrative Services Finance Division, the City Attorney and Yolo LAFCo staff.

Budget/Cost Impact

Currently, staff and minor consultant costs have been borne by each department's existing budget. However, if additional analysis is directed, an appropriation of \$50,000 in the General Fund Non-Departmental Budget Unit, 101-9910, is requested to fund the effort going forward.

ATTACHMENT(S)

1. Excerpts from Yolo LAFCo Agenda Report Dated February 22, 2018
Full version of Agenda Report can be found at:
<https://www.yololafco.org/files/e5566f3a2/LAFCoAgendaPacket+02.22.18.pdf>
2. Excerpt from City's 2009 and 2017 Municipal Service Reviews
3. 2015-16 and 2017-18 Budget Information from RD 537 and 900
4. Budget Adjustment Form

ATTACHMENT 1

Item 8-ATT 1
02.22.18 LAFCo Staff Report

SUBJECT

Consider approval of Resolution 2018-01 adopting the Municipal Service Review (MSR) for the Yolo County Reclamation Districts/Local Maintaining Agencies and approving the Sphere of Influence Update for Reclamation District 537 (LAFCo No. S-049)

RECOMMENDED ACTION

1. Open the Public Hearing to receive staff presentation and public comment on the Reclamation Districts/Local Maintaining Agencies Municipal Service Review/Sphere of Influence Update.
2. Close the Public Hearing.
3. Consider the information presented in the staff report and during the Public Hearing. Discuss and direct staff to make any necessary changes.
4. Approve Resolution 2018-01 adopting the Municipal Service Review (MSR) for the Yolo County Reclamation Districts/Local Maintaining Agencies and approving the Sphere of Influence Update for Reclamation District 537.

FISCAL IMPACT

No fiscal impact. The LAFCo budget included staff costs to complete the MSR in-house.

REASONS FOR RECOMMENDED ACTION

The Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (CKH Act) is LAFCo's governing law and outlines the requirements for preparing periodic Municipal Service Reviews (MSRs) and Sphere of Influence (SOI) updates. MSRs and SOIs are tools created to empower LAFCo to satisfy its legislative charge of "discouraging urban sprawl, preserving open space and prime agricultural lands, efficiently providing government services, and encouraging the orderly formation and development of local agencies based upon local conditions and circumstances."

An MSR is conducted prior to, or in conjunction with, the update of an SOI. LAFCos are required to review an agency's SOI every five years. An MSR evaluates the structure and operations of agency services and includes a discussion of the capability and capacity of the agency to ensure the provision of municipal services to the existing service area and any future growth of the agency's boundaries. The SOI indicates the probable future physical boundaries and service area of an agency and lays the groundwork for potential future annexations. Yolo LAFCo staff utilizes a checklist format for MSRs that allows staff to streamline the assessment of each agency's municipal services. Based on the findings of the MSR checklist staff can recommend whether a SOI update is warranted. Staff conducted an MSR for the 16 Reclamation Districts/Local Maintaining Agencies in Yolo County, and recommends an update to the Sphere of Influence for Reclamation District 537.

BACKGROUND

December 7, 2017 Meeting

LAFCo staff have been working on this MSR for several years. One of the state-mandated determinations for MSRs is "accountability for community service needs, including governmental structure and operational efficiencies" (Government Code Section 56430). Therefore, LAFCo is required to make a determination regarding district governance and making recommendations to that end.

As staff engaged with the districts regarding governance, it became readily apparent that any recommended changes could have potentially significant ramifications and would, understandably, be controversial. Therefore, staff scheduled a discussion item on the December

7, 2017 LAFCo agenda to provide an opportunity for the Commission to discuss and provide direction on governance issues in advance of the public hearing. The December 7, 2017 staff report is attached for reference (Attachment 6) and summarized below.

In response to Hurricane Katrina in 2005, the Department of Water Resources and the Central Valley Flood Board began working on the Central Valley Flood Protection Plan (CVFPP), which was adopted in 2012 and updated in 2017. The overarching goal of the CVFPP is to improve flood management. This idea of regional governance provides context to LAFCo's governance recommendations for the draft Municipal Service Review and Sphere of Influence Update (Attachment 7).

In 2014, the UC Davis Collaboration Center completed a Flood Governance Study to analyze and make recommendations on governance for the agencies in Yolo County with funding received from DWR. According to the Study, local residents would be better served if each basin provided a consistent level of maintenance and flood response and either functioned as one entity or in a coordinated manner to accomplish this objective.

Staff provided recommendations on governance for each of the five hydrologic basins in Yolo County based on the idea that some flood management activities would be better accomplished at the regional level, as discussed in the CVFPP and the UC Davis Flood Governance Study. The overall strategy/approach for LAFCo's recommendations is:

LAFCo recommends that the agencies responsible for levee O&M in each hydrologic basin develop governance solutions that will provide for a uniform level of operation and maintenance so that the protected area is not at risk due to inconsistent maintenance or flood response capabilities. The governance solution for each basin could take a variety of forms including: agency merger/consolidation, contracts for shared services, MOUs, or JPAs. The goal for each basin is to achieve equal service standards, consistent maintenance standards (which may require consistent fee/assessment structures), and improved coordination during flood events.

Staff did not recommend any substantive changes in governance for the Clarksburg, North County/Knights Landing, Woodland/Conaway, and Elkhorn hydrologic basins. Staff recommended that the Clarksburg Basin and the North County/Knights Landing Basin actively participate in the Small Communities Feasibility Studies for their basins. For the Elkhorn Basin, staff recommended that the districts continue on the path to consolidation as currently being discussed.

For the West Sacramento Basin, staff recommended two governance options in the Draft MSR: 1) Reclamation District (RD) 900 and RD 537 could merge (either legally or functionally); or 2) the City of West Sacramento could consolidate services with RD 900 and RD 537 (southern portion), either as a merger or as a subsidiary district.

While no formal action was taken at the December 7, 2017 LAFCo meeting, the Commission did provide direction to staff regarding draft governance recommendations. The Commission generally concurred with staff's draft recommendations for the North County/Knights Landing Basin (RDs 108, 787, Knights Landing Ridge Drainage District, Sacramento River Westside Levee District, County Service Area #6, RD 730), the Woodland Conaway Basin (RD 2035), and the Clarksburg Basin (RDs 150, 307, 765, 999). For the Elkhorn Basin (RDs 537, 785, 827, 1600), while the Commission generally accepted staff's draft recommendations for this Basin, the

Commission asked staff to incorporate the potential for a new cross levy (associated with the rail relocation project) that would create a standalone basin for RD 1600.

The majority of the discussion at the December 7, 2017 meeting focused on the West Sacramento Basin. For the West Sacramento Basin (RDs 537, 900, DWR Maintenance Area #4, City of West Sacramento), the Commission directed staff to keep both options in the Draft MSR for now, and requested additional analysis regarding the cost if the City were to assume the RDs' responsibilities. Staff was asked to bring back additional information to inform a potential choice at the public hearing.

Draft Municipal Service Review/Sphere of Influence

Since the December 7th meeting, staff has incorporated Commission direction on governance as well as District comments on the administrative draft to the document. At the December meeting, the Commission generally concurred with the draft Municipal Service Review recommendations for each hydrologic basin so that is what is still reflected in the draft Municipal Service Review. The revised draft Municipal Service Review and Sphere of Influence Update was posted for public review on January 31, 2018.

Overarching/Common Issues

Many of the Districts have not adopted policies for District operations and financial management for such topics as board compensation, travel and expense reimbursement, purchasing and contracting, employee policies, and other operating procedure. The MSR includes recommendations to consider adopting operations and financial management policies.

The MSR includes recommendations for each district related to necessary improvements detailed in the 2016 Department of Water Resources Inspection Report. Most of the districts have erosion sites that need to be repaired as well as vegetation that needs to be controlled to maintain visibility and access. Many of the districts also have rodent control issues.

The Regional Flood Management Plan details specific improvements necessary for each Reclamation District/Local Maintaining Agency, including the estimated cost, design, permitting, and funding readiness. The majority of these improvements do not have local funding sources identified. The MSR includes recommendations for the Districts to work with State and Federal Resources to identify funding for these projects.

In terms of transparency, most of the LMAs do not have a website. The California Special District Association has partnered with StreamlineWeb, which provides a fully hosted and supported website template designed especially for special districts for a monthly service fee that varies according to its annual revenue, ranging from \$600-\$1,200 per year. Staff included an MSR recommendation recommending the Districts consider websites.

Agency Specific Issues

The Municipal Service Review recommends that LAFCO initiate dissolution of the two inactive Reclamation Districts in Yolo County, RD 2076 and RD 2120, pursuant to Section 56879 of the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000.

Reclamation District 1600 does not appear to have sufficient reserves to cover unexpected events. Additionally, the assessment does not appear sufficient to maintain an acceptable level of service. The MSR includes a recommendation that RD 1600 may need to consider approving a new assessment to maintain an adequate level of service and build up reserves for needed improvements.

Reclamation District 785 meets quarterly at their legal counsel's office in the City of Woodland at varied times. The varied date and time of the meetings may lead to uncertainty from the public about when meetings are held. The MSR recommends that the District consider adopting a regular meeting schedule for consistency and transparency purposes.

A few Districts, including RD 765 and RD 307, do not have formal audits prepared. Audits should be completed and provided to the State Controller's Office, the Yolo County Department of Financial Services and LAFCo as required by law. Additionally, audits and other financial documents should be provided to the public, if requested, consistent with state law, including Section 56386 of the Cortese-Knox-Hertzberg Act Local Government Reorganization Act of 2000.

Additional Information

The City of West Sacramento submitted a cost analysis performed by Economic & Planning Systems, Inc. (EPS) for potential consolidation as requested by the Commission, which was transmitted to RD 900 and RD 537 for review and included as an attachment to the Public Review Draft MSR/SOI. The analysis included a comparison between existing RD costs, projected costs if the City merged with the Districts, and projected costs if the RDs became subsidiary districts of the City. The analysis generally found that the City could likely provide the services at equal or lesser cost (additional discussion on cost is provided under the governance factors below).

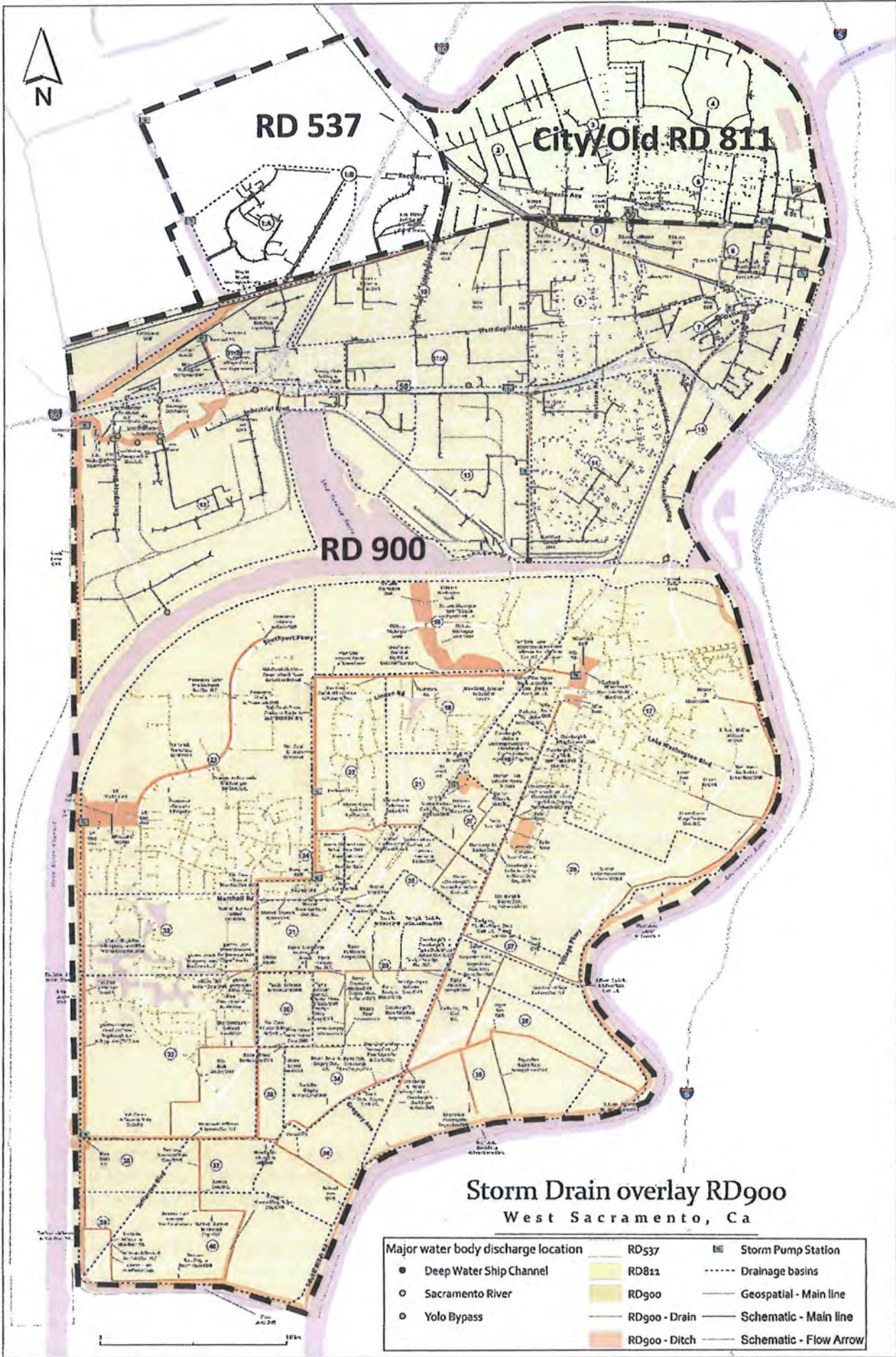
LAFCo staff met with representatives from the California State Department of Water Resources on February 1, 2018 to discuss evolving State policy regarding LMA operations and maintenance responsibilities and regional governance for the State Plan of Flood Control, which includes most of Yolo county's levees. A meeting summary is included as Attachment 5. Key discussion points includes:

- Importance of checks and balances;
- Dedicated and sufficient funding source;
- Flood system maintenance as a priority;
- Consolidation of LMAs providing like services to efficiently pool and leverage funding and resources;
- Value of complementary services; and,
- Exposure to Liability.

On February 7, 2018, LAFCo staff conducted a site visit of RD 537, RD 900, and City of West Sacramento (old RD 811) drainage facilities and levees with Kenric Jameson, RD 900's General Manager. Staff also invited Jon O'Brian from the Yolo County Flood Control & Water Conservation District on the tour to provide an independent evaluation of maintenance of the facilities. Based on observations during the tour, it appears that RD 900, RD 537, and the City of West Sacramento are managing the drainage ditches adequately. All of the systems seemed to be sufficiently draining the water. Pictures from the site visit are included as Attachment 4.

West Sacramento Basin Governance

A map of the drainage infrastructure and existing governance of the West Sacramento Basin is illustrated below:



Storm Drain overlay RD900
 West Sacramento, Ca

Major water body discharge location	RD537	Storm Pump Station
● Deep Water Ship Channel	RD811 Drainage basins
○ Sacramento River	RD900 Geospatial - Main line
○ Yolo Bypass	RD900 - Drain Schematic - Main line
	RD900 - Ditch Schematic - Flow Arrow

Evaluating the MSR Recommendation Options

At the December 7, 2017 meeting, the Commission requested a matrix to evaluate the alternatives. Staff developed the list of factors below based on the Cortese-Knox-Hertzberg (CKH) Act, our MSR Checklist, and conversations with representatives from the RDs, the City, and DWR. There is a significant amount of subjective evaluation in this matrix and no two people would fill out the matrix the same. In addition, these factors should not be valued equally and simply scored in order to facilitate a decision. The intent is to help provide a framework for Commission discussion.

Governance Factors	MSR Options		
	1. RD-Led	2a. City-Led (RDs Dissolved & Merged into City)	2b. City-Led (RDs Remain as Subsidiary Districts)
Checks and Balances (built into governance structure)	■	□	☒
Cost (equal or lesser)	■	☒	☒
DWR Assurance Agreement (i.e. agreement with new maintaining agency would <u>not</u> be required)	■	□	■
Flood Maintenance as Agency Priority (and less competing priorities)	■	□	☒
Funding Is Dedicated (i.e. ability to transfer, borrow between accounts)	■	☒	■
Governance Efficiency (less layers of government & public confusion)	□	■	☒
Influence (less potential for influence on project decisions that may negatively affect flood infrastructure)	☒	□	☒
Level of Service	■	■	■
Liability Exposure Minimized	■	□	■
Multi Use of Flood Infrastructure (i.e. detention basins, levees, etc. as public amenity)	☒	■	■
Oversight (ease of ongoing oversight: financial, level of service, etc.)	■	□	■
Potential Effect on the WSAFCA JPA (and JPA governance)	■	☒	■
Public Accountability (i.e. transparency with audits, budgets, etc.)	■	■	■
Public Access and Representation (i.e. landowner versus public on board)	□	■	■
Quick Decision Making Ability in an Emergency	■	☒	☒
Staff Knowledge and Experience (and agency ability to build staff capacity)	■	☒	■

* Matrix Legend: ■ = fully meets criteria; ☒ = partially meets criteria; □ = does not meet criteria

The following is a discussion of the factors included in the matrix:

Checks and Balances: An RD-led governance model would retain the RDs' current independent board status, and therefore, would retain a "check and balance" separation from decisions made at the City Council. A merger would result in no separation as flood maintenance would presumably become a division under the City's public works department. With subsidiary districts, the City Council would act as the RD board but there would be some separation from other City

functions. The City Council would convene as the RD board separately from City Council items. Staff also notes there is a perception in the broader flood engineering community that land use decisions should be separated from flood improvement decisions, i.e. any land use driven levee design changes should be reviewed by a separate local maintaining agency before state approval.

Cost: The EPS study provided by the City indicates that, generally, all governance options would be at an equal or lesser cost than the existing governance. LAFCo staff has some residual questions regarding the study (i.e. cost of City liability insurance and assumptions that the City would only inherit 20% of the costs of RD 537), but the study would generally support a finding that public service costs would likely be less than or substantially similar under City governance. However, a response to the City's cost analysis has been provided by RD 900 (also on behalf of RD 537) that instead shows that costs would increase anywhere from 7% – 25% depending on how the City charges overhead and staff time. LAFCo does not make this finding until an actual reorganization is approved (i.e. at a later milestone in the process), so there would be additional time to study these costs more closely.

DWR Assurance Agreement: Regarding levee maintenance (as opposed to interior surface drainage services), the Sacramento Valley System is a state facility that the local agencies maintain for DWR. Therefore, an agreement is required to memorialize each party's responsibilities (RD 900's agreement is included in Attachment 3 for reference). The City would be required to obtain approval from the Central Valley Flood Protection Board (CVFPB) as a Local Maintaining Agency to maintain the levees. The City is certainly capable of obtaining this approval; this factor merely notes that this would be an additional process step.

Flood Maintenance as Agency Priority: The RDs are single purpose districts focused on flood protection. The City has adopted flood protection as a top priority, yet competing priorities are inherent in city government. It is unknown how the City would structure a subsidiary district (this information would be included in a LAFCo application "Plan for Services"). The matrix assumes that the subsidiary district would have staff solely dedicated to flood protection, yet with the City Council acting as its board, and the matrix reflects it partially meets this criterion.

Funding is Dedicated: The existing assessments and funding streams would continue under a new regional governance structure. Successor agencies do not require a new Proposition 218 process assuming the fee will be continued for the same service by the successor agency. The only reason the merger option received partial credit is to reflect concerns that monies can be borrowed between accounts within the City, while Option 1 or 2b keep the RDs intact so there would be more of an accounting barrier to isolate flood funding.

Governance Efficiency: This is simply intended to focus on less overlapping agencies in West Sacramento. This is not meant to address efficiencies within an agency.

Influence: This is similar to "checks and balances" and reflects the concern that, for example, a developer may be able to avoid the need for flood improvements more successfully at a City Council meeting (e.g. City of Houston recent floods) than with an RD board with a singular focus. In theory, this concern may be somewhat resolved by having the City Council convene as the RD board with that same singular focus. On the other hand, the RD-led governance does not fully comply with this factor either. As opposed to a rural setting, where the landowner board members tend to be farmers protecting their own land for agriculture, in an urban setting the landowner board members often have developer interests also.

Level of Service: Both RD 537, RD 900 and the City are all capable of providing an adequate level of service, although this would be an expanded service area for the City so it is somewhat of an unknown factor. Staff conducted a field visit of the interior surface drainage system for RD 537, RD 900, and the City (inherited from old RD 811) and while the City's drainage channel appeared to not have been maintained as recently, the drainage system would still function adequately during a storm event.

Liability Exposure Minimized: The RDs, as special districts, would shelter liability in the event of a catastrophic levee failure. The City currently obtains insurance coverage from the Yolo County Public Agency Risk Management Insurance Authority (YCPARMIA), a risk pool for local agencies. YCPARMIA has indicated that it does not and will not cover inverse condemnation that would occur from a levee failure. The City has indicated that the insurance provided by the WSAFCA JPA covers member agencies from this risk. However, WSAFCA responded that the insured limit is \$1 million and only covers design and construction. In addition, the RDs have submitted a legal opinion (see Attachment 3) from Scott Shapiro, General Counsel for the California Central Valley Flood Control Association that indicates if the RDs are merged with the City, the City's general fund or other non-dedicated funds could be at risk. The matrix reflects the benefit the RDs can provide as a liability shelter. This is a key factor in the recommendation below.

Multi-Use of Flood Infrastructure: The DWR reports note that recreation is a legitimate use of flood infrastructure. The matrix reflects the City's concern that the RDs have not been cooperative enough regarding recreational uses of flood protection facilities (i.e. levees and detention basins).

Oversight: This factor reflects the potential benefit of keeping the RDs intact from a legal and accounting perspective. If the RDs remained (either as an independent special district #1 or a subsidiary district #2b), it would still provide reporting to the State Controller's Office and there would be a district in existence for LAFCo to review every five years. Obviously, the City is required to do audits and has high accounting standards, but the flood-related accounts are "rolled up" into larger public works account categories and the accounting detail needs to be requested.

Potential Effect on WSAFCA JPA: There are differing legal opinions on the effect of a merger or subsidiary district on the existing JPA, which member agencies include RD 537, RD 900 and the City of West Sacramento. The JPA is responsible for debt associated with levee improvements and it cannot be dissolved. RD 900 legal counsel indicates that the changes in organization being considered here would violate the terms of the JPA Agreement and the agreement would be terminated. However, the legal counsel for both the City of West Sacramento and LAFCo disagree with this opinion. Under Option 2b (subsidiary), the RDs would still exist so there would be no risk to the legal framework of the JPA, although the composition of the board would obviously change. Option 2a (merger) gets into more uncharted legal territory, but the JPA would likely remain under this scenario also. However, consolidation would certainly change the balance of decision making, which is a concern to the RDs. If the RDs became subsidiary districts to the City, the City Council would have all the board votes on the JPA and WSAFCA would effectively morph into a JPA similar to the many finance authorities currently in existence countywide, which is not necessarily a problem.

Public Accountability: Both the RDs and the City are accountable, however the City is more visible and obvious for the public to go to, which lends itself to accountability. Although as noted above, it's more difficult to see the budget details in larger organizations. As another factor, the affected public may have more access to members of the City Council, both because all voters are represented (as opposed to just landowners on an RD board), and because the public is more aware of the identity of their elected representatives on the City Council.

Public Access and Representation: This issue was raised by the City at the December 7, 2017 meeting. RDs are "landowner districts" per state law, meaning decisions are made by landowners and not voters. This made sense when RDs were created in the early 1900s to reclaim swampland for farming, and may still make sense in rural areas. However, in an urban setting, renters are excluded from the Board member selection process. In addition, the RDs have generally had their board members appointed by the Yolo County Board of Supervisors and not held elections (which is allowed per state law when a seat is not contested).

Quick Decision-Making Ability in an Emergency: Levees can fail without notice and can require shoring up within 12-48 hours. It is unknown what mechanisms the City would put into place to address this need, such as an emergency advisory body, but certainly it can. The matrix simply reflects that, in theory, smaller organizations can be nimbler than larger ones.

Staff Knowledge and Experience: The RD 900 and RD 537 staff exhibit a strong commitment to flood protection. The RDs have the staff knowledge of the system and some field personnel have over 25 years of service with the RD. It is unknown if the staff would find other employment or the City would hire RD staff in the event of a governance change. The matrix assumes that under a merger dissolved into the City that existing RD staff would not become City employees, and the City would need to build this capacity back up over time. The matrix assumes that under a subsidiary district, the existing staff could remain as RD employees and the only change would be replacing the RD board with the City Council. But this factor is largely unpredictable.

EXECUTIVE OFFICER RECOMMENDATION

Even though the Sacramento River System is a state facility, LAFCo is charged with making local decisions regarding governance. Legislative priorities and guidance is provided by Government Code Section 56001 (emphasis added) which states:

*"The Legislature recognizes that urban population densities and intensive residential, commercial, and industrial development necessitate a broad spectrum and high level of community services and controls. The Legislature also recognizes that when areas become urbanized to the extent that they need the full range of community services, priorities are required to be established regarding the type and levels of services that the residents of an urban community need and desire; that community service priorities be established by weighing the total community service needs against the total financial resources available for securing community services; and that those community service priorities are required to reflect local circumstances, conditions and limited financial resources. **The Legislature finds and declares that a single multipurpose governmental agency is accountable for community service needs and financial resources and, therefore, may be the best mechanism for establishing community service priorities especially in urban areas. Nonetheless, the Legislature recognizes the critical role of many limited purpose agencies, especially in rural communities. The Legislature also finds that, whether governmental services are proposed to be provided by a single-purpose agency, several agencies, or a multipurpose agency, responsibility should be given to the agency or agencies that can best provide government services.**"*

RD 537 and RD 900 provide an outstanding level of service to the community and express significant concern that the City of West Sacramento would not perform an equal or higher level

of service. There is also a concern that the City would have conflicting priorities and/or may not use the flood protection funds as originally intended.

Cities have been entrusted by the state constitution to provide a broad array of municipal services. A key question raised by this MSR is whether flood protection is so vital, and potential risks so catastrophic, that this service is better provided by a single purpose agency? The City of West Sacramento already provides some very technical and important services for its residents, that are of vital significance, such as: water and sewer treatment, fire prevention and police protection services. There does not appear to be a validated reason to question that the City could perform flood protection services as well, with time to build this capacity if needed. And there is inspection oversight by DWR to ensure that it does.

The reclamation district framework was established in the late 1800's to protect landowner farmer interests, and in staff's opinion, does not adequately represent the public in today's city setting. According to the 2010 US Census, approximately 59 percent (10,234) of West Sacramento homes were owner-occupied and 41 percent (7,187) were renter-occupied. And not surprisingly, the renters tend to be lower income overall than landowners. Therefore, it makes good governance sense to have the City Council -- elected by all residents -- act as the decision making body.

Regarding a full merger with the City (Option 2a) versus the RDs remaining as subsidiary districts (Option 2b), staff suggests maintaining the agencies as subsidiary districts addresses several potential issues as noted in the matrix above:

- No need to obtain new DWR assurance agreement;
- Assurance of dedicated funding;
- Liability shelter;
- Integrated multi-use benefits of flood infrastructure;
- Ongoing LAFCo MSR oversight;
- Assure no effects to the WSAFCA JPA; and
- Focused City Council decision making on flood issues (i.e. will need to meet separately acting as the RD 537 and RD 900 board).

Therefore, staff suggests that the MSR recommend the City portion of RD 537 and RD 900 become subsidiary districts to the City of West Sacramento. The draft MSR/SOI (Attachment 7) and resolution (Attachment 2) has been edited to reflect this recommendation, so if the Commission makes a different decision these documents will need to be revised.

AGENCY/PUBLIC INVOLVEMENT

LAFCo staff met with the staff and/or board of most of the reclamation districts/local maintaining agencies, sometimes on multiple occasions. A few districts provided information to LAFCo via email or phone call. LAFCo did not receive any response from Reclamation District 785. Each district was provided an opportunity to review and comment on the administrative draft report before it was made public.

A notice of availability of the Draft MSR/SOI was published in the West Sacramento News Ledger and Woodland Democrat and sent to all the affected agencies, which includes most in the county. LAFCo has received the following correspondence which is provided in Attachment 3:

1. Bill Kristoff, former West Sacramento City Council and LAFCo member, submitted a letter stating his concern that city government can lose focus when tasked with a wide array of priorities and responsibilities; and single purpose agencies, in this case the reclamation districts, are the most cost-effective and appropriate form of governance for the reduction of flood risk within the City of West Sacramento. His letter states that consolidation is a "solution without a problem" and finds the City's assertion that it can provide an equal level of service for an equal or lesser cost "highly dubious".
2. Kenric Jameson, Manager of RD 900 submitted an extensive comment letter (also on behalf of RD 537) noting that both districts are committed to implementing LAFCo's basin-wide governance goal via a functional consolidation of the RDs and "stringently oppose" any consolidation or assumption of governance by the City. The letter notes that the overwhelming approval of Proposition 218 assessments in 2007 (passed with 70% of weighted ballots) and 2016 (passed by 57% of weighted ballots) indicates the strong public support of district services and the RDs track record of fiscal and operational accountability. As noted previously, the comment letter includes a rebuttal to the City's cost analysis that asserts costs would actually increase anywhere between 7%-25% under City control. Regarding multi-use, the correspondence notes that all four WSAFCA levee improvement projects since 2006 include recreational features including the Riverwalk Promenade, pedestrian and cycling trails, interpretive signage and an ADA compliant river overlook. And due to the fact that the Sacramento River System is a state facility, the CVFPB needs to approve these design features and the RDs are not necessarily the limiting factor.

Any additional correspondence subsequent to this report will be provided to the Commission in a supplemental packet.

There have been edits to the MSR which have been formatted in added text and ~~deleted text~~ so it is clear what has changed as compared to the public review draft.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

The proposed Municipal Service Review and Sphere of Influence Update is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061 (b)(3) of the California Code of Regulations, Title 14, Division 6, Chapter 3 (State CEQA Guidelines). CEQA requires analysis of agency approvals of discretionary "projects." A "project," under CEQA, is defined as "the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment." Section 15061 (b)(3) describes the General Rule that CEQA only applies to projects which "have the potential for causing a significant effect on the environment; where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA."

Approval of the Municipal Service Review and Sphere of Influence Update does not approve any development project. No physical construction or activity is contemplated as a result of this action. The project, therefore, will not have the potential to result in individual or cumulative significant effects on the environment. Furthermore, no special circumstances exist that would create a reasonable possibility that approving the Municipal Service Review and Sphere of Influence Update would have a significant effect on the environment. Therefore, the project is exempt from CEQA under the General Rule and no further environmental review is necessary.

2018

Item 8-ATT 7
Errata Draft MSR/SOI Update
**Includes City's Cost Analysis*

MUNICIPAL SERVICE REVIEW AND SPHERE OF INFLUENCE STUDY

FOR THE RECLAMATION DISTRICTS AND LOCAL
MAINTAINING AGENCIES:

RECLAMATION DISTRICT 150
RECLAMATION DISTRICT 307
RECLAMATION DISTRICT 537
RECLAMATION DISTRICT 730
RECLAMATION DISTRICT 765
RECLAMATION DISTRICT 785
RECLAMATION DISTRICT 787
RECLAMATION DISTRICT 827
RECLAMATION DISTRICT 900
RECLAMATION DISTRICT 999
RECLAMATION DISTRICT 1600
RECLAMATION DISTRICT 2035
RECLAMATION DISTRICT 2076 (INACTIVE)
RECLAMATION DISTRICT 2120 (INACTIVE)
COUNTY SERVICE AREA NO. 6
KNIGHTS LANDING RIDGE DRAINAGE DISTRICT

YOLO LOCAL AGENCY FORMATION COMMISSION
PUBLIC REVIEW DRAFT FEBRUARY 2018
ERRATA VERSION



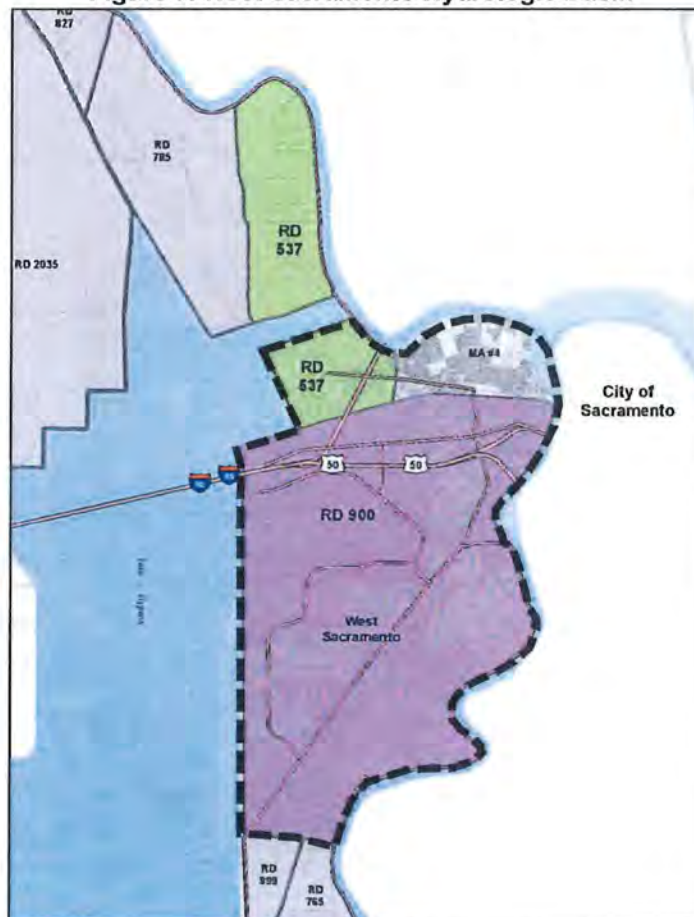
West Sacramento Hydrologic Basin

The West Sacramento Hydrologic Basin corresponds with the city limit for the City of West Sacramento comprising 13,000 acres of mixed-use land and an estimated population of 44,000 residents. Local levee maintaining agencies within the West Sacramento Basin are:

- Reclamation District 900
- Reclamation District 537 (southern portion)
- Department of Water Resources Maintenance Area 4

West Sacramento Flood Control Agency (WSAFCA) is a Joint Powers Authority, including the City of West Sacramento, Reclamation District 900, and Reclamation District 537. The JPA region follows City boundaries. The board is comprised of a voting member from each agency. Funding for flood infrastructure projects are derived from assessments, fees on new development in the 200-year floodplain, and a 1/4 of a half-cent sales tax (Measure U & V). WSAFCA does not perform any O&M on levees; this responsibility falls to RDs 537 and 900, and the DWR maintenance division (Maintenance Area 4). The JPA is an administrative and fiduciary agent that manages capital improvements and leverages local, State, and federal cost-share. They have been very successful in securing funds, developing and designing projects, and coordinating flood management activities for the City.

Figure 7. West Sacramento Hydrologic Basin



RECLAMATION DISTRICT 537: LOVDAL

Agency Profile

Formed in 1891, Reclamation District (RD) 537 provides levee maintenance for six (6) miles of levee, protecting 5,200 acres of land. Bisected by the Sacramento Bypass, RD 537 contains two disparate sections: the northern portion of RD 537 is rural, while the southern portion is developed urban land. The southern portion is part of the West Sacramento Flood Control Agency Joint Powers Authority (WSAFCA JPA), and is assessed accordingly. Current levee O&M is evaluated at the minimally acceptable level by the Department of Water Resources (DWR). RD 537 participates as members of the California Central Valley Flood Control Association (CCVFCA) and the Westside Committee for the Regional Flood Management Plan. The annual budget for 2015/16 was \$280,398, which includes JPA assessment funding as well as their own assessment, which is collected by invoices sent directly to their landowners.

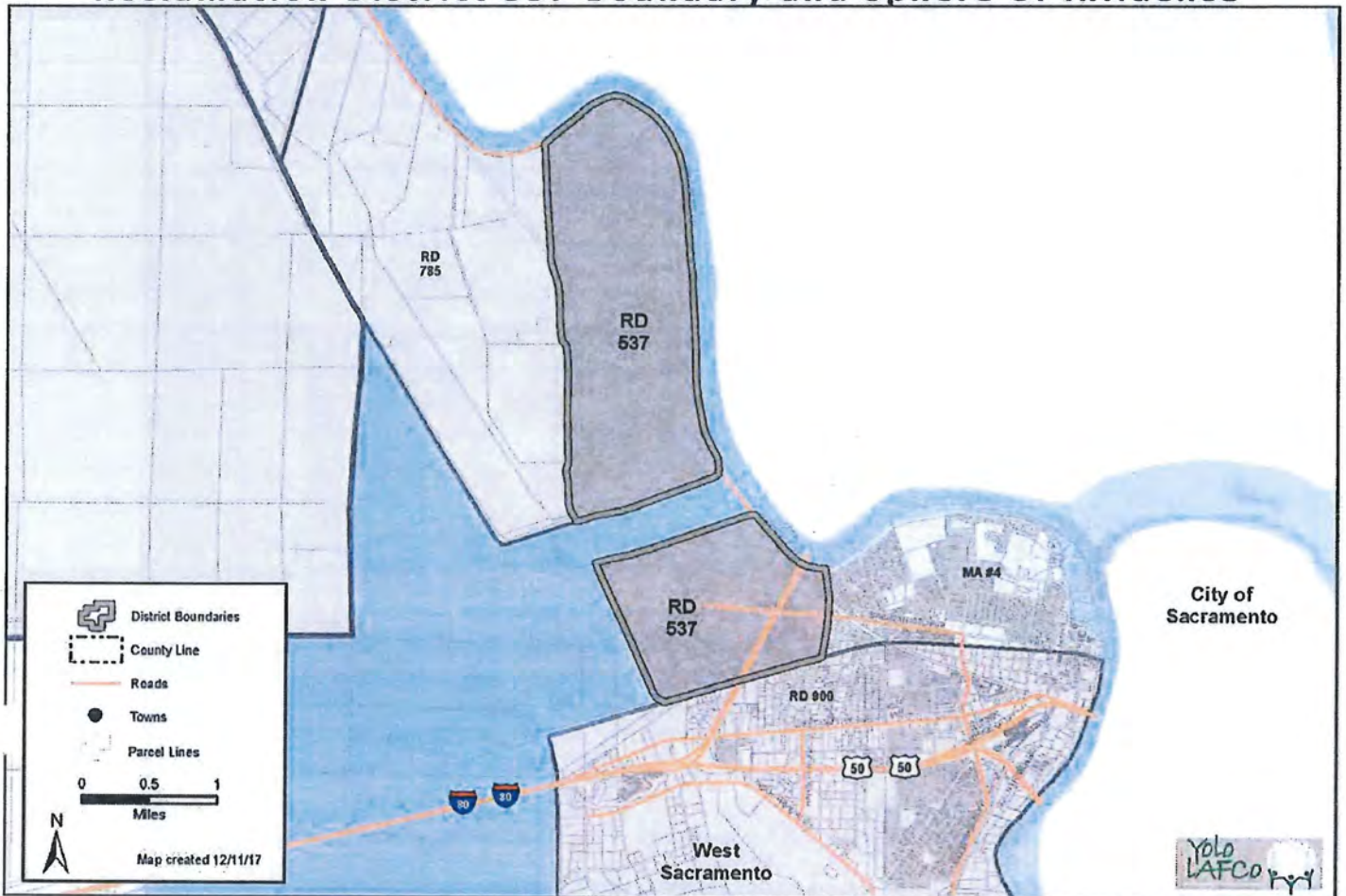
The District has two (2) employees (co-managers). RD 537 contracts out for levee and ditch maintenance, legal services, bookkeeping services (provided by RD 900), and engineering services. Maintenance actions are accomplished by contracts arranged by a part time General Manager based on decisions made by the Board of Directors. RD 537 has one pump station for the agricultural area north of the Sacramento Bypass and one pump station for the urbanized area south of the Sacramento Bypass. These pump stations require occasional maintenance and power for operation.

RD 537 is an independent special district with a three-member board of trustees elected by the landowners within the District.

Name of Member	Title	Term Expiration	Compensation
Kristen Pigman	President	2017	\$145/mtg
Kent Lang	Vice President	2019	\$145/mtg
Thomas Ramos	Secretary/Trustee	2019	\$145/mtg

The regularly scheduled meeting day for Reclamation District 537 is the second Wednesday of the month; meetings are called as needed. The District gives the public notice of meetings through posting at meeting location at the District office.

Figure 1. RD 537 Boundary and Existing Sphere of Influence
Reclamation District 537 Boundary and Sphere of Influence*

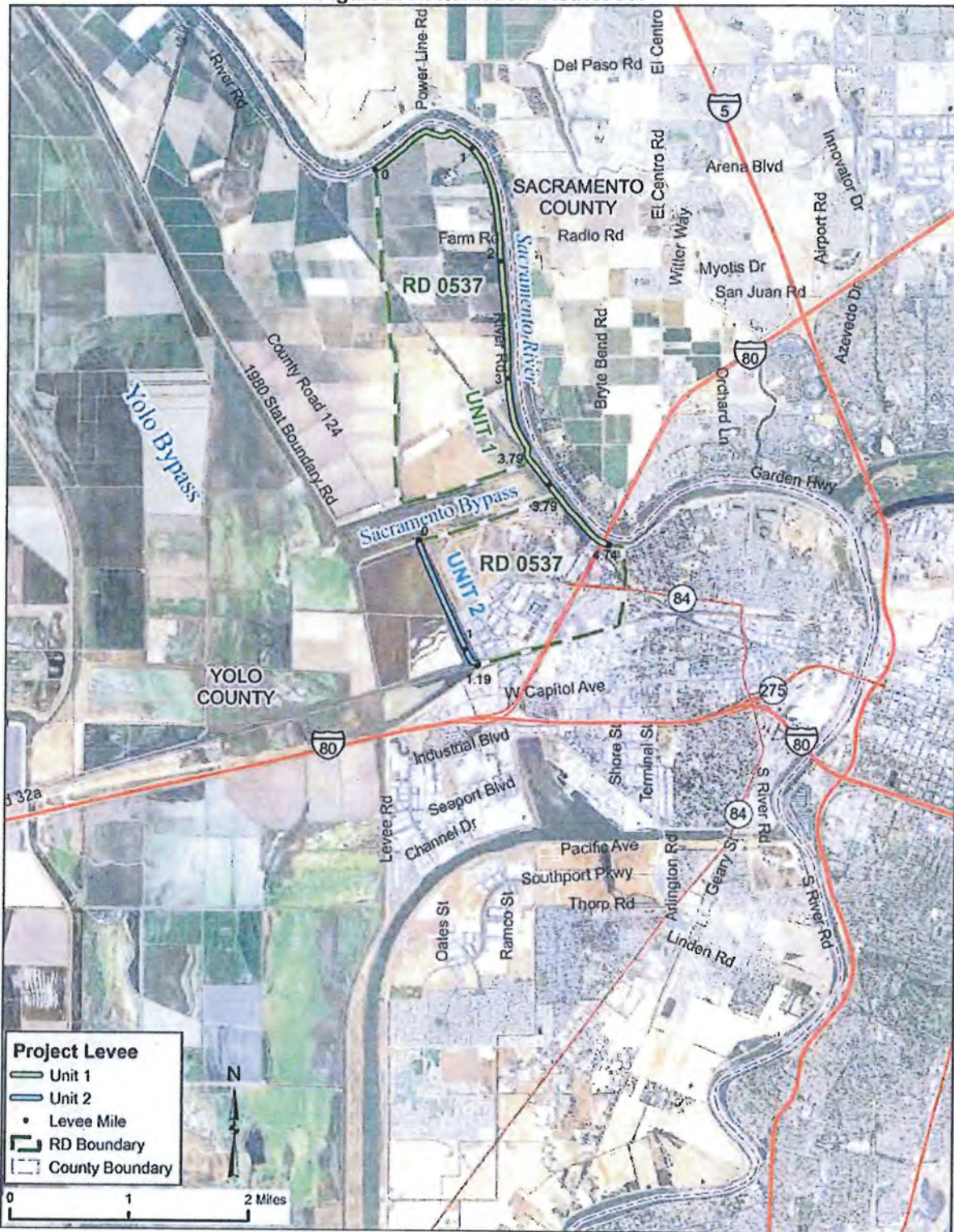


* Note: Sphere of Influence is coterminous with boundary

Boundary approved in 1891

YOLO LAFCO MUNICIPAL SERVICE REVIEW/SPHERE OF INFLUENCE STUDY
ELKHORN HYDROLOGIC BASIN

Figure 2. Reclamation District 537



Department of Water Resources. "SACRAMENTO SYSTEM: Levee District No. 537 Lovdal." Map. Scale not given. "Appendix A - Sacramento River Individual Agency Summary Reports," A-42. (2016). Web. 18 Sep. 2017.

Potentially Significant MSR Determinations

The MSR determinations checked below are potentially significant, as indicated by "yes" or "maybe" answers to the key policy questions in the checklist and corresponding discussion on the following pages. If most or all of the determinations are not significant, as indicated by "no" answers, the Commission may find that a MSR update is not warranted.

- | | |
|---|---|
| <input type="checkbox"/> Growth and Population | <input checked="" type="checkbox"/> Shared Services |
| <input type="checkbox"/> Disadvantaged Unincorporated Communities | <input checked="" type="checkbox"/> Accountability |
| <input checked="" type="checkbox"/> Capacity, Adequacy & Infrastructure to Provide Services | <input type="checkbox"/> Other |
| <input checked="" type="checkbox"/> Financial Ability | |

1. GROWTH AND POPULATION

Growth and population projections for the affected area.	YES	MAYBE	NO
a) Is the agency's territory or surrounding area expected to experience any significant population change or development over the next 5-10 years?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
a) Will population changes have an impact on the subject agency's service needs and demands?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
a) Will projected growth require a change in the agency's service boundary?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion:

a-c) The State Department of Finance population projections¹ indicate that Yolo County had an estimated population in the unincorporated area of 26,995 as of January 1, 2015 and 28,419 as of January 1, 2016, a 5.3 percent overall increase. There is no significant development anticipated in the northern portion of the District (north of the Sacramento Weir) that would result in a negative impact to the agency's ability to provide services.

The southern portion of the District is located within the City of West Sacramento. According to the State Department of Finance population projections², the City of West Sacramento population increased from 51,963 as of January 1, 2015 to 53,082 in 2016, an increase of 2.2 percent. The City of West Sacramento completed a comprehensive General Plan Update in December 2016 and has ample space within its current boundaries to accommodate planned growth through 2035. Growth in the City is not anticipated to significantly impact RD 537's service needs and demands.

¹ E-1 Population Estimates for Cities, Counties, and the State January 1, 2015 and 2016

² State of California Department of Finance Population Estimates for Cities, Counties and the State – January 1, 2015 and 2016

Growth and Population MSR Determination

There is no significant development anticipated in the District that would result in a negative impact to the agency's ability to provide services.

2. DISADVANTAGED UNINCORPORATED COMMUNITIES

The location and characteristics of any disadvantaged unincorporated communities within or contiguous to the sphere of influence.

	YES	MAYBE	NO
a) Does the subject agency provide public services related to sewers, municipal and industrial water, or structural fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Are there any "inhabited unincorporated communities" (per adopted Commission policy) within or adjacent to the subject agency's sphere of influence that are considered "disadvantaged" (80% or less of the statewide median household income)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) If "yes" to both a) and b), it is feasible for the agency to be reorganized such that it can extend service to the disadvantaged unincorporated community (if "no" to either a) or b), this question may be skipped)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion:

a-c) The subject agency does not provide public services related to water, sewer or structural fire protection and therefore, the provisions of Senate Bill (SB) 244 do not apply to this MSR. Additionally, there are no Disadvantaged Unincorporated Communities (DUCs) within or contiguous to the District.

Disadvantaged Unincorporated Communities MSR Determination

The subject agency does not provide public services related to water, sewer or structural fire protection and therefore, the provisions of SB 244 do not apply to this MSR. In addition, there are no Disadvantaged Unincorporated Communities (DUCs) within or contiguous to the District.

3. CAPACITY AND ADEQUACY OF PUBLIC FACILITIES AND SERVICES

Present and planned capacity of public facilities, adequacy of public services, and infrastructure needs or deficiencies including needs or deficiencies related to sewers, municipal and industrial water, and structural fire protection in any disadvantaged, unincorporated communities within or contiguous to the sphere of influence.

	YES	MAYBE	NO
a) Are there any deficiencies in agency capacity to meet service needs of existing development within its existing territory?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**YOLO LAFCO MUNICIPAL SERVICE REVIEW/SPHERE OF INFLUENCE STUDY
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b) Are there any issues regarding the agency's capacity to meet the service demand of reasonably foreseeable future growth?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Are there any concerns regarding public services provided by the agency being considered adequate?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Are there any significant infrastructure needs or deficiencies to be addressed?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Are there changes in state regulations on the horizon that will require significant facility and/or infrastructure upgrades?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Are there any service needs or deficiencies for disadvantaged unincorporated communities related to sewers, municipal and industrial water, and structural fire protection within or contiguous to the agency's sphere of influence?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion:

a-c) The District is not aware of any concerns regarding the District's services being adequate. The Department of Water Resources (DWR), under the authority of Water Code Sections 8360, 8370 and 8371, performs a verification inspection of the maintenance of the Sacramento River Flood Control Project (SRFCP) levees performed by the local responsible agencies, and reports to the United States Army Corps of Engineers (USACE) periodically regarding the status of levee maintenance. The State inspects and reports only on the status of maintenance practices and on observable levee conditions. The Fall 2016 DWR Inspection Report gave the LMA an overall rating of "Minimally Acceptable."

Local Maintaining Agency	Overall Rating <i>A=Acceptable; M=Minimally Acceptable; U=Unacceptable</i>					Total Levee Miles
	2012	2013	2014	2015	2016	
RD 537	M*	U	M*	U	M	5.93

Source: California Department of Water Resources

According to the DWR report, the District needs to focus on enhancing its rodent control program, backfilling rodent holes, and repairing erosion sites. This determination concludes that the unacceptable inspection items would not prevent the segment/system from performing as intended during the next flood event.

The Regional Flood Management Plan also details some specific levee problems in the District and summarizes the improvements, including estimated cost, design, permitting, and funding readiness, as well as benefits from the improvements.

- d) The District currently has several improvements planned that include installing a concrete floor below the pump station on the south side of the Sacramento Weir, installing a new supervisory control and data acquisition (SCADA) system at the south pump station, and cleaning the ditch that runs along Harbor Boulevard to the south pump station. The District has the resources to fund these improvements.
- e) Senate Bill (SB) 5, the Central Valley Flood Protection Act, required the development of the Central Valley Flood Protection Plan (CVFPP) by mid-2012. The plan, authored by DWR and approved by the Central Valley Flood Protection Board (CVFPB), establishes a system-wide approach to improving State Plan of Flood Control (SPFC) facilities, and recommends both structural and governance methods of improving flood risk reduction and vulnerability. The California Department of Water Resources adopted the CVFPP in 2012. A five-year update was adopted in 2017. The CVFPP requires

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200-year flood protection for all urban and urbanizing areas within the flood zone by 2025. WSAFCA, of which RD 537 is a member agency, is working on a number of projects within West Sacramento to face the challenges of stricter flood control standards imposed by the state. Together with the Department of Water Resources, Central Valley Flood Protection Board and U.S. Army corps of Engineers, WSAFCA has begun design and construction of projects that meet the 200-year level of flood protection requirement imposed by new state law and new federal levee standards.

- f) There are no Disadvantaged Unincorporated Communities (DUCs) within or contiguous to the District's sphere of influence and the subject agency does not provide public services related to water, sewer or structural fire protection.

Capacity and Adequacy of Public Facilities and Services MSR Determination

The District has ample capacity to meet service needs for the foreseeable future and its services appear to be adequate. The 2016 Department of Water Resources identified some rodent control issues, but its rating concludes that the segment/system would perform as intended in a future flood event. The District has the resources to fund planned improvements. No changes in state law are anticipated that will require costly facility upgrades.

Recommendations

- The District should work to enhance its rodent control program, as detailed in the 2016 Department of Water Resources Inspection Report.
- The District should work to complete the improvements detailed in the 2014 Regional Flood Management Plan and any future updates including estimated cost, design, permitting, and funding readiness, as well as benefits from the improvements.

4. FINANCIAL ABILITY

Financial ability of agencies to provide services.

	YES	MAYBE	NO
a) Does the organization engage in budgeting practices that may indicate poor financial management, such as overspending its revenues, using up its fund balance or reserve over time, or adopting its budget late?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Is there an issue with the organization's revenue sources being reliable? For example, is a large percentage of revenue coming from grants or one-time/short-term sources?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Is the organization's rate/fee schedule insufficient to fund an adequate level of service, and/or is the fee inconsistent with the schedules of similar service organizations?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Is the organization in need of written financial policies that ensure its continued financial accountability and stability?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Is the organization unable to fund necessary infrastructure maintenance, replacement and/or any needed expansion?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Is the organization needing additional reserve to protect against unexpected events or upcoming significant costs?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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- g) Is the organization's debt at an unmanageable level?
- h) Does the agency have pension and/or other post-employment benefit (OPEB) liability? If so, what is it the liability and are there any concerns that it is unmanageable?

Reclamation District 537 Operations Budget Summary (Fund 396/6455)					
	2011-12	2012-13	2013-14	2014-15	2015-16
Revenues:					
Total Taxes - Current	\$ -	\$ -	\$ -	\$ -	\$ -
Total Taxes - Prior	\$ -	\$ -	\$ -	\$ -	\$ -
Licenses, Permits & Franchises	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenue Use of Money and Property	\$ 3,562.39	\$ 1,565.71	\$ 2,394.03	\$ 2,458.77	\$ 8,151.19
Total Intergovernment Revenue - State	\$ -	\$ -	\$ -	\$ -	\$ -
Total Intergovernment Revenue - Other	\$ -	\$ -	\$ -	\$ -	\$ -
Total Charges for Services	\$ -	\$ -	\$ -	\$ -	\$ 73,014.00
Total Misc	\$ 207,453.62	\$ 435,490.17	\$ 272,799.59	\$ 270,378.09	\$ 189,988.71
TOTAL REVENUES	\$ 211,016.01	\$ 437,055.88	\$ 275,193.62	\$ 272,836.86	\$ 271,153.90
Expenditures:					
Salaries and Benefits	\$ -	\$ -	\$ -	\$ -	\$ -
Services and Supplies	\$ (9,787.26)	\$ 109.00	\$ 109.00	\$ 109.00	\$ 109.00
Total Other Charges	\$ 220,450.35	\$ 243,899.18	\$ 287,518.76	\$ 243,139.55	\$ 256,661.18
Capital Assets - Equipment & Structures	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENDITURES	\$ 210,663.09	\$ 244,008.18	\$ 287,627.76	\$ 243,248.55	\$ 256,770.18
Revenues Less Expenditures	\$ 352.92	\$ 193,047.70	\$ (12,434.14)	\$ 29,588.31	\$ 14,383.72
Fund Balance	\$595,044.11	\$788,091.81	\$775,657.67	\$805,245.98	\$819,629.70

Discussion:

a) Budget:

The District's board adopts its budget each year and its 5-year budget trend analysis above indicates that the District is generally operating within its available resources (i.e. it is not overspending its revenue). In fiscal year 12/13, the District had a significant increase in revenue due to approximately \$162,000 collected in delinquent assessments. In addition, WSAFCA began contributing approximately \$50,000 to the RD 537 from a shared property assessment. In fiscal year 13/14, the District overspent its revenue due to increased levee maintenance spending (\$45,000 over budget) in order to repair unusual seepage and erosion issues, however, it is clear from the financial information that there were sufficient funds to accommodate the overage. The Reclamation District is independently audited annually in accordance with auditing standards generally accepted in the United States. The chart above also shows the District appears to have sufficient reserves to cover unexpected events or upcoming significant costs.

b-c) Revenue Sources:

100% of the District budget comes from JPA assessment funding as well as their own assessment, which is collected on invoices sent directly to their landowners. Therefore, the agency's funding is stable and reliable. There are no additional fees for service.

d) Financial Policies:

While the District has not adopted financial policies, the District follows state law and reclamation law. The District does not currently have written financial policies other than what is provided in the County's

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Special District Financial Handbook. The County's handbook primarily deals with how special districts interact with the County for tax revenue, the treasury, or reporting to the State Controller's Office. The County's policies do not address other issues that may be a concern for reclamation districts such as how to handle travel and reimbursable expenses, personnel issues, operating procedures, safety, etc. It may be beneficial for the District to adopt finance policies.

e-f) Infrastructure Maintenance and Replacement/Reserves:

The District has an adopted improvement plan as well as a financial plan and reserves adequate funding to cover costs. The District appears to have sufficient reserves to cover unexpected events or upcoming significant costs.

g) Debt:

The District does not have any debt.

i) Post-Employment Liability:

The District does not have any post-employment liability.

Financial Ability MSR Determination

The District appears to be managing its finances well. It operates within its financial means and does not have any debt. The District has adequate reserve to provide unexpected maintenance if necessary. The District is lacking adopted financial policies other than what the County provides and should consider adopting policies for District operations and financial management.

Recommendations

- The District board should consider adopting policies for District operations and financial management including such topics as: board compensation, travel and expense reimbursements, purchasing and contracting, employee policies, safe practices and operating procedures, etc.

5. SHARED SERVICES AND FACILITIES

Status of, and opportunities for, shared facilities.

	YES	MAYBE	NO
a) Are there any opportunities for the organization to share services or facilities with neighboring or overlapping organizations that are not currently being utilized?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Are there any recommendations to improve staffing efficiencies or other operational efficiencies to reduce costs?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion:

a-b) The District currently contracts with Reclamation District 900 for bookkeeping services. As discussed previously, RD 537 is bisected by the Sacramento Bypass. The northern portion of RD 537 is rural while the southern portion is located within the City of West Sacramento and is developed urban land.

In the West Sacramento basin, the District is a member agency of the WSAFCA JPA, along with RD 900 and the City of West Sacramento. The WSAFCA JPA is an administrative and fiduciary agent that

manages capital improvements and leverages cost-share for flood infrastructure projects in the City of West Sacramento. However, LAFCo's understanding is that the JPA, while well-functioning, is set up to implement flood protection projects and does not have a role in promoting or coordinating shared services between the member agencies, such as contracting for O&M or other engineering services.

In the Elkhorn basin, the Districts do not currently use shared service agreements for staffing, consultants, equipment, contracts, etc. However, the Districts have indicated that they support consolidation of three Elkhorn districts (RDs 537, 785, and 827) north of the Sacramento Bypass into one new large district. This consolidation, as well as possible alternatives for a comprehensive solution for coordinated governance in both the West Sacramento Hydrologic Basin, is discussed in Section 6 (f-g) of this MSR. The alternatives discussed would lead to staffing efficiencies and other operation efficiencies.

Shared Services MSR Determination

The District currently contracts with Reclamation District 900 for bookkeeping services. While RD 537 is a member agency of the WSAFCA JPA, the JPA does not currently coordinate shared services between the member agencies. Additionally, the Districts in the Elkhorn basin, including RD 537, do not currently use shared services agreements for staffing, consultants, equipment, etc. However, the Districts have indicated that they support consolidation of three Elkhorn districts (RDs 537, 785, and 827) north of the Sacramento Bypass into one new large district. This consolidation, as well as possible alternatives for a comprehensive solution for coordinated governance in the West Sacramento Hydrologic Basin, is discussed in Section 6 (f-g) of this MSR. The alternatives discussed would lead to staffing efficiencies and other operational efficiencies.

6. ACCOUNTABILITY, STRUCTURE AND EFFICIENCIES

Accountability for community service needs, including governmental structure and operational efficiencies.

	YES	MAYBE	NO
a) Are there any issues with meetings being accessible and well publicized? Any failures to comply with disclosure laws and the Brown Act?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Are there any issues with filling board vacancies and maintaining board members? Is there a lack of board member training regarding the organization's program requirements and financial management?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Are there any issues with staff turnover or operational efficiencies? Is there a lack of staff member training regarding the organization's program requirements and financial management?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Are there any issues with independent audits being performed on a regular schedule? Are completed audits being provided to the State Controller's Office and County Director of Financial Services within 12 months of the end of the fiscal year(s) under examination? Are there any corrective action plans to follow up on?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**YOLO LAFCO MUNICIPAL SERVICE REVIEW/SPHERE OF INFLUENCE STUDY
ELKHORN HYDROLOGIC BASIN**

- | | | | |
|---|-------------------------------------|--------------------------|--------------------------|
| e) Does the organization need to improve its public transparency via a website? [A website should contain at a minimum the following information: organization mission/description/boundary, board members, staff, meeting schedule/agendas/minutes, budget, revenue sources including fees for services (if applicable), and audit reports]? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| f) Are there any recommended changes to the organization's governance structure that will increase accountability and efficiency? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| g) Are there any opportunities to eliminate overlapping boundaries that confuse the public, cause service inefficiencies, unnecessarily increase the cost of infrastructure, exacerbate rate issues and/or undermine good planning practices? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Discussion:

- a) There are no issues with the board meetings being accessible and posted in accordance with the Brown Act. The regularly scheduled meeting day for Reclamation District 537 is the second Wednesday of the month; meetings are called as needed. The District gives the public notice of meetings through posting at meeting location at the District office.
- b) All of the board seats are currently filled, therefore, there do not appear to be chronic issues with filling board vacancies and maintaining board members.
- c) There do not appear to be issues with staff turnover or other operational efficiencies. The District has two employees (co-managers).
- d) The Reclamation District is independently audited annually in accordance with auditing standards generally accepted in the United States.
- e) Regarding public accessibility of District records, the District does not have a website, so public access to District information is not easily accessible. The District should consider even a minimal website to provide information to the public regarding board members, meetings, financial information, audits, etc. District files are stored at the District office and maintained by District staff.

f-g) Central Valley Flood Protection Plan Context

Flood management in the Central Valley is affected by a complex framework of public agencies (over 300 in the Sacramento Basin and over 200 in the San Joaquin Basin). At the local level, governance is complicated by multiple small levee maintaining agencies (LMAs) with limited resources, including staff, revenues, and authorities. Flood management in Yolo County along the Sacramento River System is currently carried out by fifteen (15) separate local agencies including: twelve (12) reclamation districts (RDs); one (1) drainage district; one (1) levee district; and one (1) county service area. In addition, the California Department of Water Resources (DWR) has one Maintenance Area (MA #4) in the West Sacramento Basin and also maintains the Bypass and the Cache Creek levee system with the exception of the Huff's Corner reach, which is maintained by the County. The United States Army Corps of Engineers (USACE) also maintains the Navigation Levee constructed in association with the Deep Water Ship Channel.

Enhanced regional governance can empower groups of local agencies to more effectively pool and leverage funding and resources, enhance collaboration and coordination, coordinate political advocacy, and create shared ownership of the flood system. Regional planning and project implementation is greatly improved through enhanced regional governance. Regional governance not only improves collaboration among local agencies within a region, but also facilitates more effective partnering with State and federal governments, greatly helping to define and achieve a shared regional vision.

Strong regional governance and shared understanding of roles and responsibilities will support a shift toward system-scale, long-term, outcome-driven resource management that balances a broad array of public values and priorities. Dialogues should be fostered within a structured, transparent process that includes schedules, actionable recommendations, and stakeholder engagement.³

In an effort to improve statewide flood management, the State Department of Water Resources (DWR) funded a locally led Regional Flood Management Plan process in six Central Valley regions. The intent of the effort includes establishing a common vision among regional partners, articulating local and regional flood management needs and priorities, describing regional financing strategies, and establishing improved regional governance for implementation.

Through interaction with these regional groups, State DWR has advanced the idea of LMA consolidation. This concept, which arose in the aftermath of the Hurricane Katrina disaster, is founded on the belief that it would be more efficient for existing LMAs to voluntarily collaborate, enabling them to “speak with one voice” (e.g. on matters affecting multiple LMAs whose levees protect the same hydrologic basin), perform consistent O&M; and increase emergency response capabilities.⁴

Yolo County Flood Governance Study Recommendations

DWR funded the Yolo County Flood Governance Study, dated August 2014 prepared by the UC Davis Collaboration Center. The study recommends that each of the five “basins” develop their own version of coordinated governance: 1) Knights Landing; 2) Elkhorn; 3) Woodland; 4) West Sacramento; and 5) Clarksburg. These designations are consistent with current engineering logic, and formally coordinate areas that are either already working together, and/or depend on each other’s compliant flood infrastructure management.

The 2014 Yolo County Flood Governance Study, which was prepared for the Lower Sacramento/Delta North Region and funded by the Department of Water Resources, recommended a combination of the “regional communication and collaboration network” (Alternative 2) and a “hydrologic basin” approach (Alternative 3) would be desirable and useful. The Study found that while reclamation districts are best suited to conduct routine O&M and on-site emergency response, some flood management activities would be better accomplished at the regional level. According to the Study, Yolo County residents would be better served if each basin provided a consistent level of maintenance and flood response and either functioned as one entity or in a coordinated manner to accomplish this objective.

LAFCo recommends that the agencies responsible for levee O&M in each hydrologic basin develop governance solutions that will provide for a uniform level of operation and maintenance so that the protected area is not a risk due to inconsistent maintenance or flood fight response capabilities. The governance solution for each basin could take a variety of forms including: agency merger/consolidation, contracts for shared services, MOUs, or JPAs. The goal for each basin is to achieve equal service standards, consistent maintenance standards (which may require consistent fee/assessment structures), and improved coordination during flood events. Because each hydrologic basin is unique, a discussion specific to each individual basin is provided below.

Elkhorn Basin

For the Elkhorn Basin, the 2014 Governance Study found that the Elkhorn basin is undergoing significant change due to proposed improvements to the Yolo Bypass. Significant portions of the land within the Elkhorn Basin districts is proposed for Bypass expansion. This action will significantly decrease assessment revenue, making it nearly impossible to conduct required O&M. At the time of the 2014 Governance Study, the Elkhorn Basin districts were actively working with the County and the Lower Sac/Delta North Region to express their concerns on how their Districts would be adversely affected by the proposed bypass expansion. The districts expressed a willingness to consider

³ Central Valley Flood Protection Plan 2017 Update, page 3-46

⁴ Yolo County Flood Governance Study 2017, page 60

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consolidation, although they had concerns regarding liability, uncertainty over the new assessments, and how the new RD would be managed.

The Department of Water Resources (DWR) is currently designing the proposed Lower Elkhorn Basin Levee Setback (LEBLS) Project along the east side of the Yolo Bypass between I-5 and the Sacramento Bypass. The LEBLS project is the first multi-benefit flood management project to be implemented by the California Department of Water Resources (DWR) that is an outgrowth of the Central Valley Flood Protection Plan (CVFPP). LEBLS' primary feature is a new, 7-mile long setback levee that is intended to increase the flood carrying capacity of both the Yolo Bypass and Sacramento Bypass, thereby enabling future improvements to the flood system such as widening the Fremont and Sacramento Weirs and setback levees in the Yolo Bypass. These projects are being proposed to be accomplished in a manner that will not only lower flood stages in the Sacramento River, but also benefit the rural areas and small communities adjacent to the Yolo Bypass.

The LEBLS project spurred discussion amongst the Elkhorn Basin RDs regarding governance in the basin. At the request of the RDs, MBK Engineers prepared the Elkhorn Basin Draft Governance Study for Reclamation Districts 537, 785, 827, and 1600 in November, 2016. This study represents a collaborative effort to engage the Districts in identifying and weighing alternative governance options that could enhance local flood management entities and encourage a unified local voice as well as assess whether alternative governing methods might lead to more effective operations, maintenance, and implementation of flood management.

The Elkhorn Basin Draft Governance Study considered four (4) alternatives: 1) Maintaining the current condition; 2) Creating a Joint Powers Authority (JPA) of all four reclamation districts; 3) Combining all four reclamation districts; and 4) Combining only 827, 785, and 537.

The Reclamation Districts have indicated that they currently support consolidation of the three districts in Lower Elkhorn (RD 827, 785, and 537) into one new large district. This combined district would be issued a new Reclamation District number. It provides opportunities for economies of scale by consolidating maintenance and management activities, it improves the ability to ensure a standard level of maintenance for the levees protecting this hydrologic basin, and ensures that this group of landowners with similar concerns will speak with one voice. The urbanized portion of RD 537 that lies south of the Sacramento Bypass would not be included in this combination and would remain as a smaller RD 537 (as discussed in the West Sacramento Hydrologic Basin Section of this MSR). This consolidation may not include RD 1600. There is an effort underway to possibly relocate the Sierra Northern rail line, which currently runs parallel to Interstate 5 through the Yolo Bypass. This relocation could potentially allow for the removal of the Fremont Trestle and the construction of a cross levee which could separate the Elkhorn basin into two hydrologic basins. Therefore, it may make sense for RD 1600 to remain as a standalone district.

While DWR is implementing the LEBLS project in Yolo County, the Sacramento Area Flood Control Agency (SAFCA) is undertaking actions to support its implementation. The LEBLS project will reduce flood stages on the Sacramento River, benefiting the area SAFCA has responsibility for. As a result, SAFCA is partnering with Yolo County and the RDs on implementation of the LEBLS project taking on responsibility for certain aspects of the project, including funding the portion of the levee O&M associated with the newly constructed levee. SAFCA's commitment to contribute to the maintenance of the LEBLS also makes this consolidation financially feasible. A consolidated reclamation district will reduce administrative costs by reducing the number of districts which have to maintain records and the number of administrative boards as well as increased efficiency in conducting maintenance. It also offers the opportunity to identify a paid general manager to oversee the maintenance activities for this levee system to ensure that needed activities are accomplished in a similar manner for entire basin.

Before the RDs can submit an application to LAFCo for consolidation, LEBLS project approvals are needed from DWR, which is anticipated to occur in 2018. After DWR approves the project, SAFCA will then be able to commit to ongoing funding of the LEBLS O&M. These steps are necessary in order to make the consolidation financially feasible. Consolidation will also need to be contingent on a new Prop 218 assessment being approved by the landowners. The 218 election is anticipated to be completed in 2019.

West Sacramento Basin

For the West Sacramento Basin, the 2014 Governance Study found that the West Sacramento Area Flood Control Agency (WSAFCA) is an already well-functioning JPA and no major recommendations are needed for this area. The Study also recommends that WSAFCA should show political support for better and/or consolidated management in the Clarksburg and Elkhorn basins and continued cooperation with other regional flood management agencies on actions that will reduce flood stages in the system, such as the actions proposed for the Yolo Bypass in the Sacramento Basin Wide Feasibility Study. However, LAFCo's understanding is that the JPA, while well-functioning, is set up to implement flood protection projects and does not have a roll in operations and maintenance. The WSAFCA JPA does not include Maintenance Area #4, which is managed by DWR or the Navigation Levee, which is maintained by the USACE. WSAFCA in its current form is not set up to serve as the lead entity for the West Sacramento Basin providing a uniform level of maintenance and flood fighting capability. It also does not appear to be a cost effective option to augment WSAFCA to also provide internal drainage services currently provided by the City and the RDs.

Additional action is needed to continue to work towards a more comprehensive solution, ~~which could include one of the following alternatives detailed below.~~ To characterize these alternatives in simple terms, the goal is to have each basin function as one entity. For the West Sacramento Basin, the LAFCo reviewed two alternatives as lead entity could be either RD 537, RD 900 or the City of West Sacramento as detailed in the options below:

1. RD 900 and RD 537 could merge (either legally or functionally). A "functional consolidation" would involve RD 537 and its board remaining intact, but contracting all day to day operations to RD 900 (or vice versa). This should also include RD 537 taking over DWR Maintenance Area #4 so the lead entity has responsibility for the entire basin (LAFCo will add the MA #4 area into RD 537's sphere of influence to facilitate potential future services). The RD lead entity should also conduct an annual inspection of the Navigation Levee to confirm that the USACE maintenance is being conducted to the same standard as the rest of the basin and advocate (either on its own or through the JPA) for any needed improvements.
2. The City of West Sacramento has expressed a willingness to absorb RD 900 and RD 537 (the portion south of the weir) and consolidate services with the City either as a merger or a subsidiary district. To approve such a consolidation, LAFCo would need to make a finding that the public service costs would likely be less than or substantially similar under City governance and that it consolidation promotes public access and accountability for services. The RDs districts have expressed their opposition to being absorbed in any manner by the City and provided reasons for such opposition. Similar to the other options, the City would also need to take over DWR Maintenance Area #4 levee maintenance and conduct an annual inspection of the Navigation Levee to confirm that the USACE maintenance is being conducted to the same standard as the rest of the basin and advocate (either on its own or through the JPA) for any needed improvements to achieve the goals of basin-wide governance. The City of West Sacramento has provided a Financial Analysis that compares existing costs to projected costs of City consolidation of services (merger and subsidiary district) ~~examines these alternatives~~ (Attachment 1).

Based on the analysis in the February 22, 2018 LAFCo staff report for this Municipal Service Review and Sphere of Influence Update, LAFCo recommends RD 900 and RD 537 (the portion south of the weir) become subsidiary districts to the City.

Accountability, Structure and Efficiencies MSR Determination

There are no issues with meetings being accessible and publicized in accordance with the Brown Act. The District does not maintain a website and should look to create even a minimal one for public transparency purposes.

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For the northern portion of RD 537 located in the Elkhorn hydrologic basin, the Elkhorn RDs have indicated that they support the consolidation of RDs 827, 785, and the portion of RD 537 north of the Sacramento Bypass. Consolidation would provide opportunities for economies of scale by having just one large district for this very similar area, it improves the ability to ensure a standard level of maintenance for the levees protecting this hydrologic basin, and ensures that this group of landowners with similar concerns will speak with one voice. However, before the RDs can submit an application to LAFCo for consolidation, several milestones need to occur. LEBLS project approvals are needed from DWR, which are anticipated to occur in 2018. After DWR project approval, SAFCA will then be able to commit to ongoing funding of the LEBLS O&M. This consolidation may not include RD 1600. There is an effort underway to possibly relocate the Sierra Northern rail line, which currently runs parallel to Interstate 5 through the Yolo Bypass. This relocation could potentially allow for the removal of the Fremont Trestle and the construction of a cross levee which could separate the Elkhorn basin into two hydrologic basins. Therefore, it may make sense for RD 1600 to remain as a standalone district.

For the southern portion of RD 537 located in the West Sacramento hydrologic basin, WSAFCA in its current form is not set up to accomplish the goal that the West Sacramento hydrologic basin function in a coordinated manner to be provide a uniform level of maintenance and flood fighting capability. Additional action is needed to continue to work towards a more comprehensive solution as recommended, which could include one of the following alternatives below.

Recommendations

- The District board should consider creating a website for the District for public transparency purposes. For a special district with an annual budget less between \$250,000 - \$500,000 per year, the California Special Districts Association offers a website template through getstreamline.com for \$75 per month (if CSDA member, \$100 per month if not). This fee includes unlimited technical support and hosting services.
- Northern portion (Elkhorn Hydrologic Basin): Once the Lower Elkhorn Basin Levee Setback is approved by DWR and a commitment for ongoing funding received from SAFCA, Reclamation Districts, 827, 785, and 537 should consider adopting Resolutions of Application for consolidation and submit a proposal application to LAFCo as detailed in the Draft Project Management Plan for the Bryte Landfill Relocation and SAFCA Associated Actions in Support of the Lower Elkhorn Setback. This consolidation may not include RD 1600. There is an effort underway to possibly relocate the Sierra Northern rail line, which currently runs parallel to Interstate 5 through the Yolo Bypass. This relocation could potentially allow for the removal of the Fremont Trestle and the construction of a cross levee which could separate the Elkhorn basin into two hydrologic basins. Therefore, it may make sense for RD 1600 to remain as a standalone district.
- Southern portion (West Sacramento Basin): ~~WSAFCA in its current form is not set up to accomplish the goal that the West Sacramento hydrologic basin function in a coordinated manner to be provide a uniform level of maintenance and flood fighting capability. Additional action is needed to continue to work towards a more comprehensive solution, which could include one of the following alternatives:~~
 1. ~~RD 900 and RD 537 could merge (either legally or functionally). A "functional consolidation" would involve RD 537 and its board remaining intact, but contracting all day to day operations to RD 900 (or vice versa). This should also include RD 537 taking over DWR Maintenance Area #4 so the lead entity has responsibility for the entire basin (LAFCo will add the MA #4 area into RD 537's sphere of influence to facilitate potential future services). The RD lead entity should also conduct an annual inspection of the Navigation Levee to confirm that the USACE maintenance is being conducted to the same standard as the rest of the basin and advocate (either on its own or through the JPA) for any needed improvements.~~

The City of West Sacramento has expressed a willingness to absorb RD 900 and RD 537 (the portion south of the weir) and consolidate services with the City either as a merger or a subsidiary district. LAFCo recommends RD 900 and RD 537 (the portion south of the weir) become subsidiary districts to the City. To approve such a consolidation, LAFCo would need

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to make a finding that the public service costs would likely be less than or substantially similar under City governance and that it consolidation promotes public access and accountability for services. The RDs districts have expressed their opposition to being absorbed in any manner by the City and provided reasons for such opposition. ~~Similar to the other options, †~~The City ~~would also need to~~should take over responsibility for DWR Maintenance Area #4 levee maintenance and conduct an annual inspection of the Navigation Levee to confirm that the USACE maintenance is being conducted to the same standard as the rest of the basin and (either on its own or through the JPA) for any needed improvements to achieve the goals of basin-wide governance. The City of West Sacramento has provided a Financial Analysis that compares existing costs to projected costs of City consolidation of services (merger and subsidiary district) examines these alternatives (Attachment 1).

7. OTHER ISSUES

Any other matter related to effective or efficient service delivery, as required by commission policy.

	YES	MAYBE	NO
a) Are there any other service delivery issues that can be resolved by the MSR/SOI process?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion:

a) LAFCo is not aware of any other service delivery issues not already addressed in the MSR.

Other Issues MSR Determination

LAFCo is not aware of any other service delivery issues not already addressed in the MSR.

SPHERE OF INFLUENCE STUDY

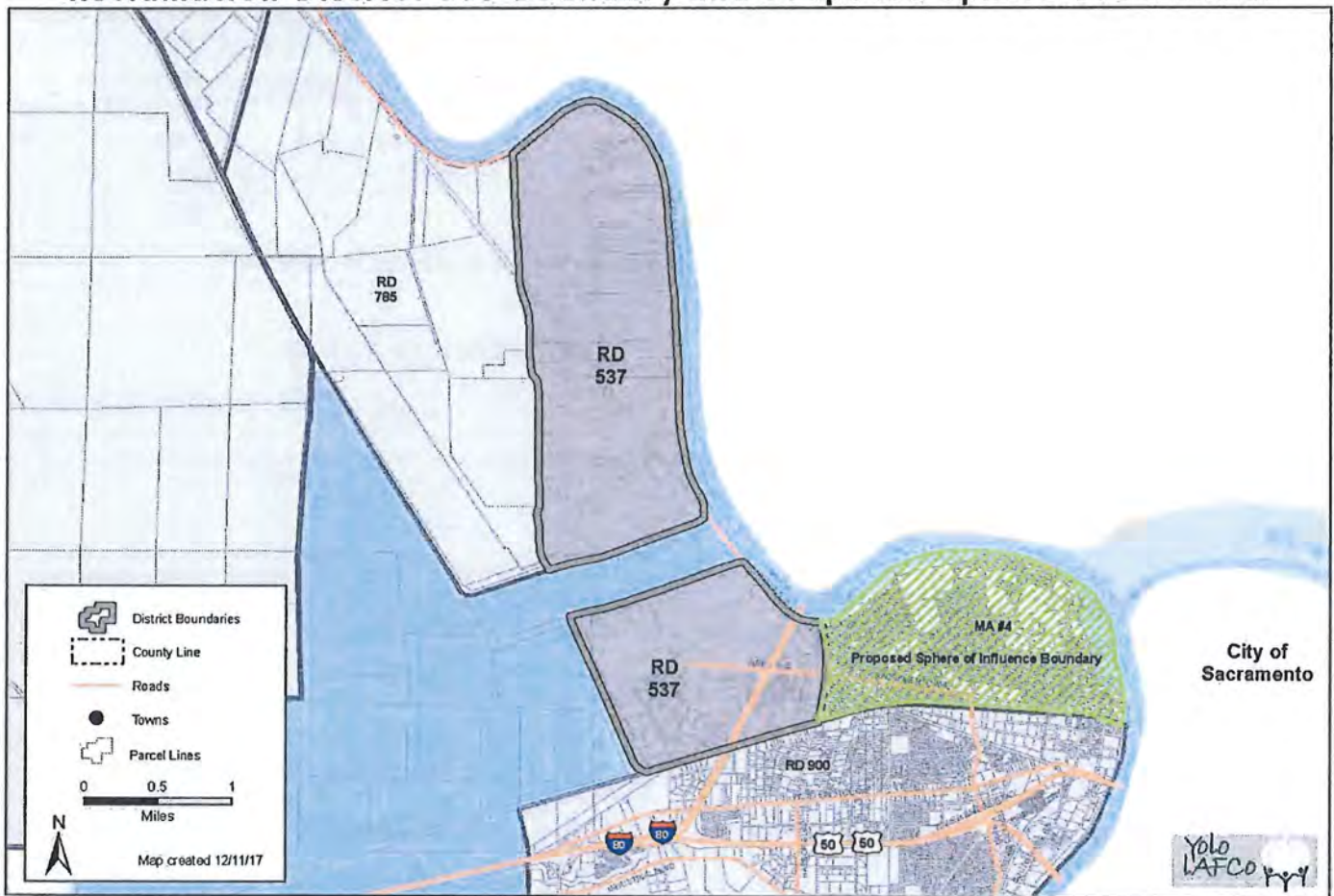
On the basis of the Municipal Service Review:

- Staff has reviewed the agency's Sphere of Influence and recommends that a SOI Update is NOT NECESSARY in accordance with Government Code Section 56425(g). Therefore, NO CHANGE to the agency's SOI is recommended and SOI determinations HAVE NOT been made.
- Staff has reviewed the agency's Sphere of Influence and recommends that a SOI Update IS NECESSARY in accordance with Government Code Section 56425(g). Therefore, A CHANGE to the agency's SOI is recommended and SOI determinations HAVE been made and are included in this MSR/SOI study.

SPHERE OF INFLUENCE MAP(S)

Figure X3. Proposed Sphere of Influence for RD 537

Reclamation District 537 Boundary and Proposed Sphere of Influence



Proposed by Yolo LAFCO

POTENTIALLY SIGNIFICANT SOI DETERMINATIONS

The SOI determinations below are potentially significant, as indicated by "yes" or "maybe" answers to the key policy questions in the checklist and corresponding discussion on the following pages.

- Present and Planned Land Uses
- Need for Public Facilities and Services
- Capacity and Adequacy of Provide Services
- Social or Economic Communities of Interest
- Disadvantaged Unincorporated Communities

1. PRESENT AND PLANNED LAND USES

The present and planned land uses in the area, including agricultural and open-space lands.

	YES	MAYBE	NO
a) Are there any present or planned land uses in the area that would create the need for an expanded service area?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Would the SOI conflict with planned, orderly and efficient patterns of urban development?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) is there a conflict with the adopted SACOG Metropolitan Transportation Plan/Sustainable Communities Strategy?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Would the SOI result in the loss of prime agricultural land or open space?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Would the SOI impact the identity of any existing communities; e.g. would it conflict with existing postal zones, school, library, sewer, water census, fire, parks and recreation boundaries?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Are there any natural or made-made obstructions that would impact where services can reasonably be extended or should otherwise be used as a logical SOI boundary?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Would the proposed SOI conflict with a Census boundary, such that it would compromise the ability to obtain discrete data?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion:

- a) The MSR for RD 537 concluded that DWR Maintenance Area #4 is a remainder area that, ideally, would be under local control so it could meet the goal of the Basin functioning as one entity. DWR took over levee maintenance after RD 811 went defunct (and was later dissolved in 2010). LAFCo's understanding, however, is that the City of West Sacramento provides internal drainage services in the MA #4 area. This area is already developed with urban uses. The goal identified in the MSR is to bring the entire West Sacramento Basin under the umbrella of a lead entity, which would be more effective

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if MA #4 was taken back from DWR. One of the options presented would have either RD 537 or RD 900 take the lead and take over MA #4. In order to facilitate potential future services (under the RD option) in the MA #4 area, it would be most logical to annex the area into RD 537.

b-g) The SOI area is already developed and is an integral part of the West Sacramento City and hydrologic basin. The SOI would potentially help facilitate bringing the community together under one lead entity for levee maintenance, rather than separating it. The area is already urbanized, therefore, there is no impact to agricultural land or open space. It does not conflict with the SACOG MTP or SCS.

Present and Planned Land Uses SOI Determination

The SOI area is already developed and is an integral part of the West Sacramento City and hydrologic basin. The SOI would potentially help facilitate bringing the community together under one lead entity for levee maintenance, rather than separating it. The area is already urbanized, therefore, there is no impact to agricultural land or open space. It does not conflict with the SACOG MTP or SCS.

2. NEED FOR PUBLIC FACILITIES AND SERVICES

The present and probable need for public facilities and services in the area.

	YES	MAYBE	NO
a) Would the SOI conflict with the Commission's goal to increase efficiency and conservation of resources by providing essential services within a framework of controlled growth?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Would the SOI expand services that could be better provided by a city or another agency?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Does the SOI represent premature inducement of growth or facilitate conversion of agriculture or open space lands?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Does the SOI conflict with the Regional Housing Needs Analysis (RHNA) or other SACOG growth projections?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Are there any areas that should be removed from the SOI because existing circumstances make development unlikely, there is not sufficient demand to support it or important open space/prime agricultural land should be removed from urbanization?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Have any agency commitments been predicated on expanding the agency's SOI such as roadway projects, shopping centers, educational facilities, economic development or acquisition of parks and open space?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion:

a,c) The proposed SOI will not induce any growth and will help promote more efficient services.

b) LAFCo's understanding is that the City provides internal drainage in this area, but DWR maintains the levee. The MSR provides options for governance to be lead either by the RDs or the City. This SOI would only be exercised if either RD 900 or RD 537 became the lead entity via a legal or functional consolidation.

d,f) The SOI area is already developed within the City of West Sacramento. Therefore, it does not conflict with RHNA or SACOG requirements.

e) No. The area is already developed with urban uses.

Need for Public Facilities and Services SOI Determination

The proposed SOI will not induce any growth and will help promote more efficient services. LAFCo's understanding is that the City provides internal drainage in this area, but DWR maintains the levee. ~~The MSR provides options for governance to be lead either by the RDs or the City. This SOI would only be exercised if either RD 900 or RD 537 became the lead entity via a legal or functional consolidation.~~ The SOI area is already developed within the City of West Sacramento. Therefore, it does not conflict with RHNA or SACOG requirements.

3. CAPACITY AND ADEQUACY OF PROVIDED SERVICES

The present capacity of public facilities and adequacy of public services that the agency provides or is authorized to provide.

	YES	MAYBE	NO
a) Are there any issues regarding the agency's capacity to provide services in the proposed SOI territory?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Are there any issues regarding the agency's willingness and ability to extend services?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion:

- a) Local assessments may need to be established via a Proposition 218 process before RD 537 has the resources to take over levee maintenance from DWR. LAFCo's understanding is that DWR has not charged local property owners in MA #4 for maintenance.
- b) RD 537's willingness and ability would be contingent on establishing a local assessment for levee maintenance.

Capacity and Adequacy of Provided Services SOI Determination

Local assessments may need to be established via a Proposition 218 process before RD 537 has the resources to take over levee maintenance from DWR. LAFCo's understanding is that DWR ~~has not~~ charges local property owners in MA #4 for maintenance. RD 537's willingness and ability would be contingent on establishing a local assessment for levee maintenance.

4. SOCIAL OR ECONOMIC COMMUNITIES OF INTEREST

The existence of any social or economic communities of interest in the area if the commission determines that they are relevant to the agency.

	YES	MAYBE	NO
a) Are there any "inhabited unincorporated communities" (per adopted Commission policy) within or adjacent to the subject agency's sphere of influence that are considered "disadvantaged" (same as MSR checklist question 2b)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion:

a) Please see response to MSR checklist question 2b.

Social or Economic Communities of Interest SOI Determination

There are no social or economic communities of interest in this area. The subject area is incorporated and part of the City of West Sacramento.

5. DISADVANTAGED UNINCORPORATED COMMUNITIES

For an update of an SOI of a city or special district that provides public facilities or services related to sewers, municipal and industrial water, or structural fire protection, the present and probable need for those public facilities and services of any disadvantaged unincorporated communities within the existing sphere of influence.

	YES	MAYBE	NO
a) Does the subject agency provide public services related to sewers, municipal and industrial water or structural fire protection (same as MSR checklist question 2a)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) If yes, does the proposed SOI exclude any disadvantaged unincorporated community (per MSR checklist question 2b) where it either may be feasible to extend services or it is required under SB 244 to be included?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Discussion:

a-b) Please see response to MSR checklist question 2a.

Disadvantaged Unincorporated Communities SOI Determination

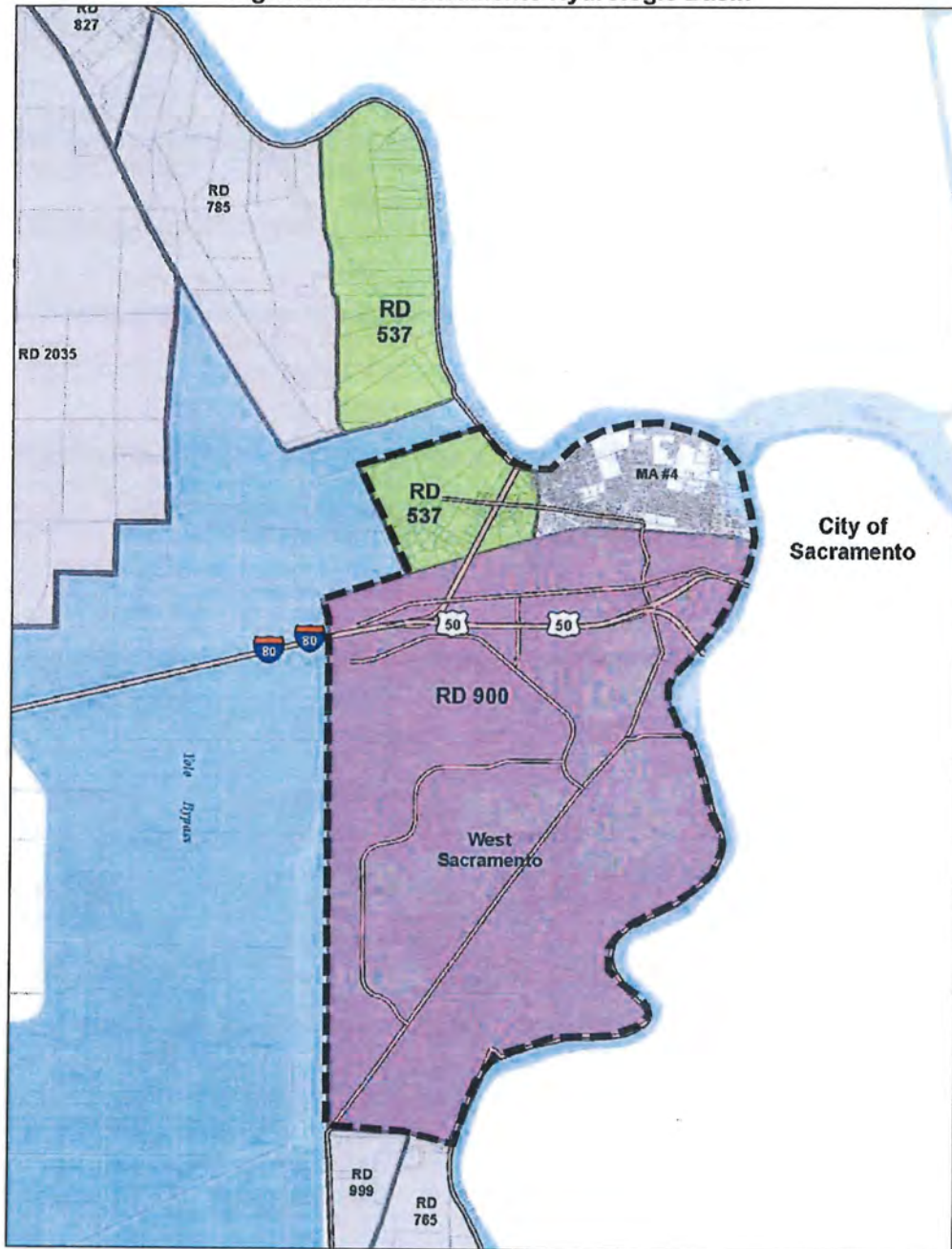
RD 537 does not provide public services related to sewers, municipal and industrial water or structural fire protection. Therefore, the provisions of SB 244 do not apply.

West Sacramento Hydrologic Basin

Levee operations and maintenance in the West Sacramento Basin is currently carried out by three separate local maintaining agencies (LMAS):

- Reclamation District 900: West Sacramento
- Reclamation District 537: Lovdal (southern portion)
- Department of Water Resources Maintenance Area 4 (MA #4)

Figure 1. West Sacramento Hydrologic Basin



RECLAMATION DISTRICT 900: WEST SACRAMENTO

Agency Profile

Formed in 1911, Reclamation District (RD) 900 is responsible for operating and maintaining 13.6 miles of levees, 38 miles of drainage canals and ditches, 6 detention basins that collect and remove storm water within the 11,000 acres of land located in its jurisdiction including 90% of the City of West Sacramento, and for repairing and replacing 9 pump stations containing 33 pumps and district equipment. The annual budget for 2015/16 was \$1,131,076, which includes JPA assessment funding as well as their own assessment, which is collected as a line item on property tax bills. There are approximately 10,809 landowners in the District.

RD 900 is a member agency in the West Sacramento Area Flood Control Agency (WSAFCA) Joint Powers Authority (JPA), formed to upgrade levees to meet urban 200-year level of flood protection required by SB 5 (2007). Once levee improvements are completed, RD 900 will assume ongoing O&M. In addition, RD 900 provides administrative support for RDs 537 and 827. and WSAFCA.

The District has seven (7) full time employees. RD 900 operations and maintenance activities for levees and the internal drainage system includes:

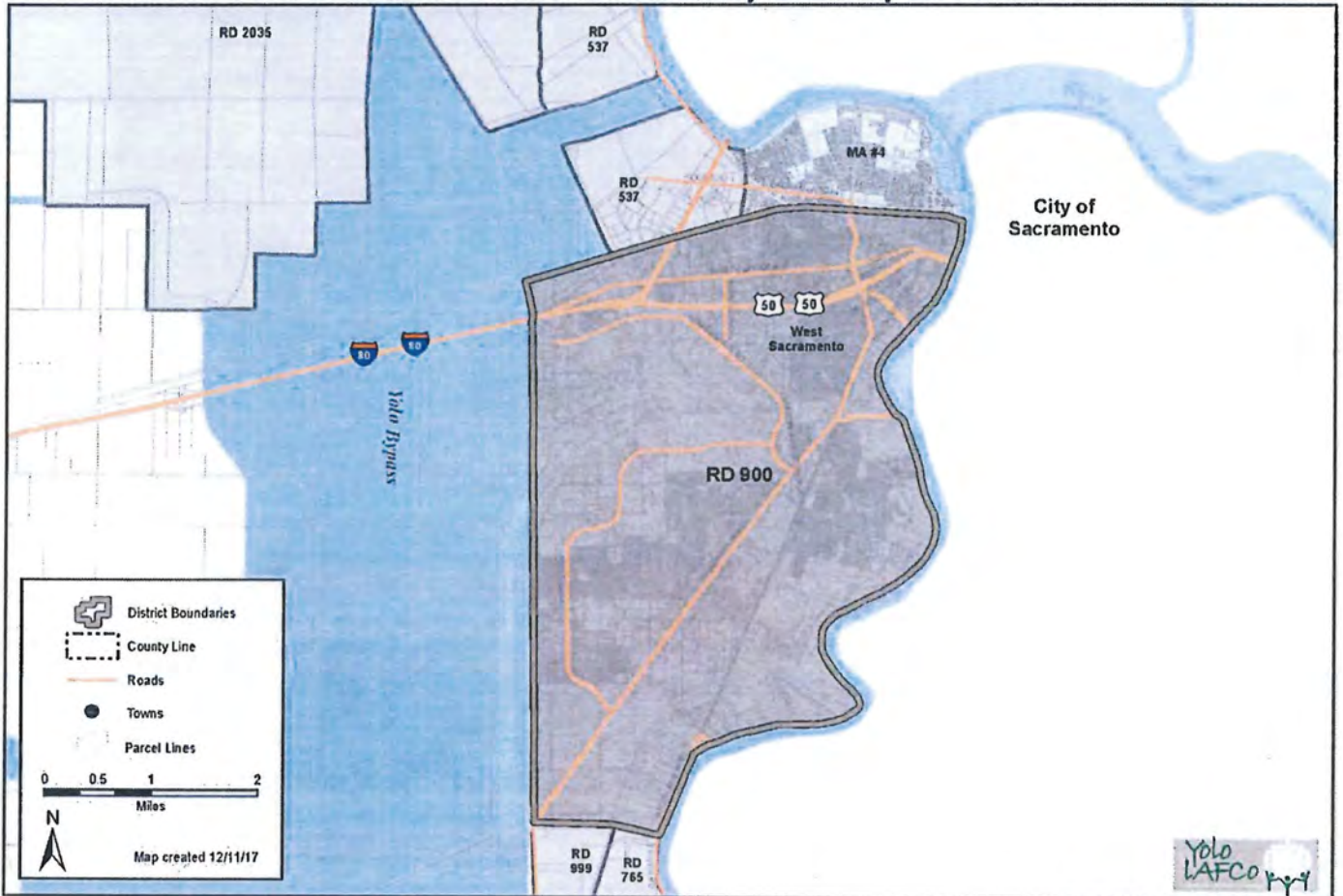
- Daily visual inspection of levees and 24 hour patrols during high water events
- Twice a year detailed inspection of project levees for PL 84-99 compliance
- Provide emergency response and levee flood fighting during storm events
- Repair levee erosion and seepage sites
- Removing debris and vegetation from canals and ditches
- Maintaining electronics and mechanics of pump stations, including regular major maintenance to expand life of pumps
- Removal of vegetation and other debris in and around drainage ponds
- Regulatory permitting and compliance (air and water quality)
- Maintaining patrol roads, fences and gates
- Controlling rodent and squirrel infestation
- Handling of toxic materials
- Replacing and rehabilitating equipment

Reclamation District 900 is an independent special district with a five-member board of trustees elected by the landowners within the District.

Name of Member	Title	Term Expiration	Compensation
Bryan Turner	President	2019	\$100/mtg
Peter Palamidessi	Vice President	2019	\$100/mtg
Phillip Hinkel	Trustee	2017	\$100/mtg
Daniel Ramos	Trustee	2019	\$100/mtg
William Denton	Trustee	2017	\$100/mtg

The regularly scheduled meeting day for Reclamation District 900 is the second Thursday of each month with meetings beginning at 9:00 am at 1420 Merkley Avenue, Suite 4, in West Sacramento. The District gives the public notice of meetings through posting of the notice on the RD office window.

Figure 2. RD 900 Boundary and Existing Sphere of Influence
Reclamation District 900 Boundary and Sphere of Influence*

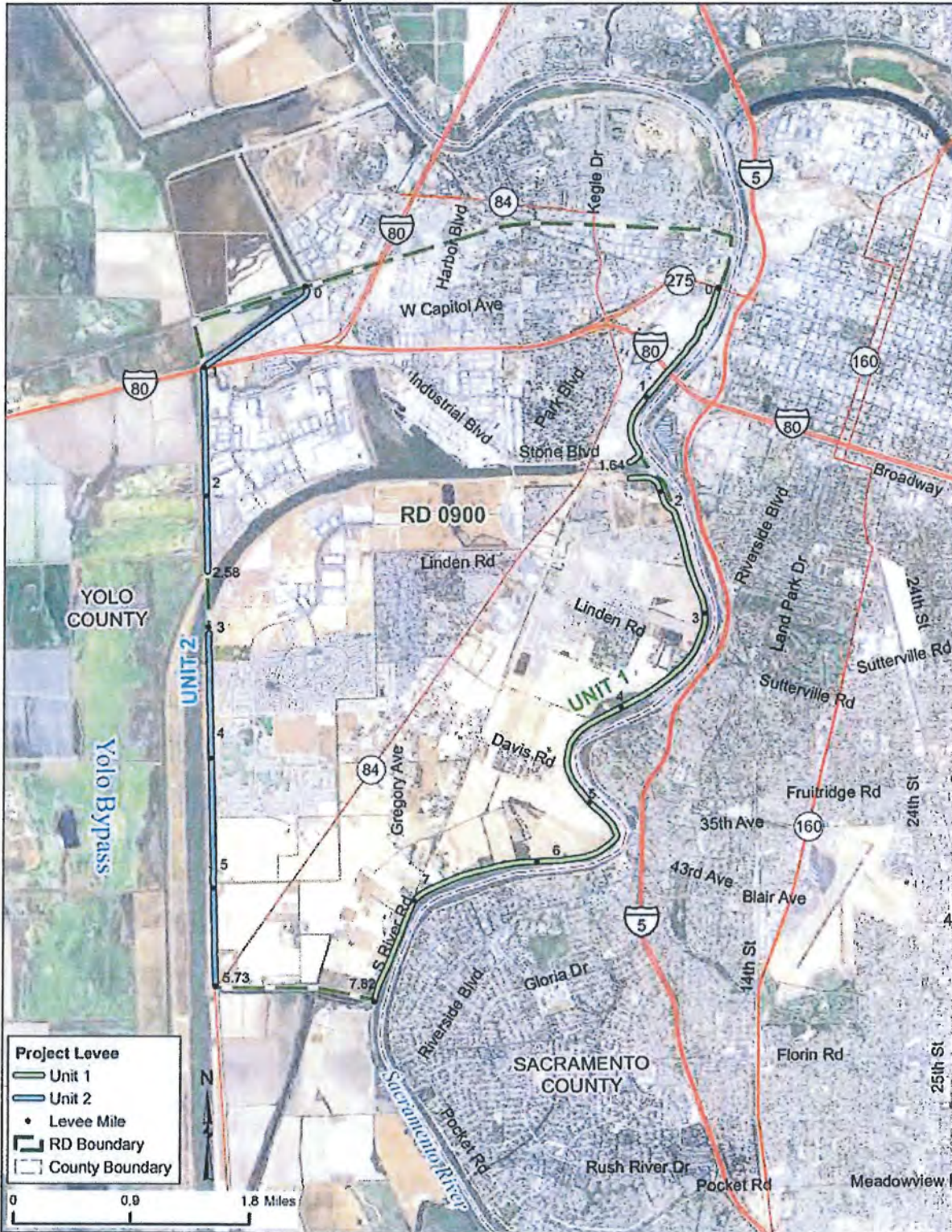


* Note: Sphere of Influence is coterminous with boundary

Boundary approved in 1911

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Figure 3. Reclamation District 900



Department of Water Resources. "SACRAMENTO SYSTEM: Levee District No. 537 Lovdal." Map. Scale not given. "Appendix A - Sacramento River Individual Agency Summary Reports," A-42. (2016). Web. 18 Sep. 2017.

Potentially Significant MSR Determinations

The MSR determinations checked below are potentially significant, as indicated by "yes" or "maybe" answers to the key policy questions in the checklist and corresponding discussion on the following pages. If most or all of the determinations are not significant, as indicated by "no" answers, the Commission may find that a MSR update is not warranted.

- Growth and Population
- Shared Services
- Disadvantaged Unincorporated Communities
- Accountability
- Capacity, Adequacy & Infrastructure to Provide Services
- Other
- Financial Ability

1. GROWTH AND POPULATION			
Growth and population projections for the affected area.	YES	MAYBE	NO
a) Is the agency's territory or surrounding area expected to experience any significant population change or development over the next 5-10 years?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Will population changes have an impact on the subject agency's service needs and demands?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Will projected growth require a change in the agency's service boundary?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion:

a-c) According to the State Department of Finance population projections¹, the City of West Sacramento population increased from 51,963 as of January 1, 2015 to 53,082 in 2016, an increase of 2.2 percent. The City of West Sacramento completed a comprehensive General Plan Update in December 2016 and has ample space within its current boundaries to accommodate planned growth through 2035. Growth in the City is not anticipated to significantly impact RD 900's service needs and demands.

Growth and Population MSR Determination

There is no significant development anticipated in the District that would result in a negative impact to the agency's ability to provide services.

¹ State of California Department of Finance Population Estimates for Cities, Counties and the State – January 1, 2015 and 2016

2. DISADVANTAGED UNINCORPORATED COMMUNITIES

The location and characteristics of any disadvantaged unincorporated communities within or contiguous to the sphere of influence.

	YES	MAYBE	NO
a) Does the subject agency provide public services related to sewers, municipal and industrial water, or structural fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Are there any "inhabited unincorporated communities" (per adopted Commission policy) within or adjacent to the subject agency's sphere of influence that are considered "disadvantaged" (80% or less of the statewide median household income)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) If "yes" to both a) and b), it is feasible for the agency to be reorganized such that it can extend service to the disadvantaged unincorporated community (if "no" to either a) or b), this question may be skipped)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion:

a-c) The subject agency does not provide public services related to water, sewer or structural fire protection and therefore, the provisions of Senate Bill (SB) 244 do not apply to this MSR. Additionally, there are no Disadvantaged Unincorporated Communities (DUCs) within or contiguous to the District.

Disadvantaged Unincorporated Communities MSR Determination

The subject agency does not provide public services related to water, sewer or structural fire protection and therefore, the provisions of SB 244 do not apply to this MSR. In addition, there are no Disadvantaged Unincorporated Communities (DUCs) within or contiguous to the District.

3. CAPACITY AND ADEQUACY OF PUBLIC FACILITIES AND SERVICES

Present and planned capacity of public facilities, adequacy of public services, and infrastructure needs or deficiencies including needs or deficiencies related to sewers, municipal and industrial water, and structural fire protection in any disadvantaged, unincorporated communities within or contiguous to the sphere of influence.

	YES	MAYBE	NO
a) Are there any deficiencies in agency capacity to meet service needs of existing development within its existing territory?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Are there any issues regarding the agency's capacity to meet the service demand of reasonably foreseeable future growth?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Are there any concerns regarding public services provided by the agency being considered adequate?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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- | | | | |
|---|--------------------------|-------------------------------------|-------------------------------------|
| d) Are there any significant infrastructure needs or deficiencies to be addressed? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| e) Are there changes in state regulations on the horizon that will require significant facility and/or infrastructure upgrades? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| f) Are there any service needs or deficiencies for disadvantaged unincorporated communities related to sewers, municipal and industrial water, and structural fire protection within or contiguous to the agency's sphere of influence? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Discussion:

a-c) According to the District General Manager Kenric Jameson, there are no deficiencies in capacity to meet the flood protection service needs of existing and future development. The Department of Water Resources (DWR), under the authority of Water Code Sections 8360, 8370 and 8371, performs a verification inspection of the maintenance of the Sacramento River Flood Control Project (SRFCP) levees performed by the local responsible agencies, and reports to the United States Army Corps of Engineers (USACE) periodically regarding the status of levee maintenance. The State inspects and reports only on the status of maintenance practices and on observable levee conditions. The Fall 2016 DWR Inspection Report gave the LMA an overall rating of "Acceptable."

Local Maintaining Agency	Overall Rating					Total Levee Miles
	<i>A=Acceptable; M=Minimally Acceptable; U=Unacceptable</i>					
	2012	2013	2014	2015	2016	
RD 900	U	A	M	A	A	12.96

Source: California Department of Water Resources

According to the DWR report, the District needs to focus on repairing levee erosion sites and continue to maintain the area at the high level seen during the last inspection. It should be noted that the erosion sites cited in the DWR inspection reports are being repaired as part of the Southport Levee improvement project currently being implemented by WSAFCA, in which RD 900 is a member agency. Once the project is completed, RD 900 will be responsible for the ongoing operation and maintenance of the levee system.

The Regional Flood Management Plan also details some specific levee problems in the District and summarizes the improvements, including estimated cost, design, permitting, and funding readiness, as well as benefits from the improvements.

- d) In 2016, a new assessment was approved under the Benefit Assessment Act of 1982 for internal drainage to adequately fund required maintenance and operation activities, and minimize the need for long-term debt financing for facility replacement for the next 30 years. The district assessment is anticipated to provide adequate reserves to support long-term repair, rehabilitation, and replacement of drainage facilities on a pay-as-you-go basis. RD 900 adopted an Engineer's Report for the Assessment. The 2016 Engineer's Report details the infrastructure needs of the District, including back-up generators as well as SCADA (supervisory control and data acquisition) remote access to monitor drainage pumps. The cost for these facility improvements were included in the approved assessment. The future periodic costs associated with these activities have been annualized based on the frequency of occurrence, current cost estimates for 2016, and a savings interest rate of 0.5% on reserve funds.
- e) Senate Bill 5, The Central Valley Flood Protection Act, required the development of the Central Valley Flood Protection Plan (CVFPP) by mid-2012. The plan, authored by DWR and approved by the Central Valley Flood Protection Board (CVFPB), establishes a system-wide approach to improving SPFC facilities, and recommends both structural and governance methods of improving flood risk reduction and vulnerability. The California Department of Water Resources adopted the CVFPP in 2012. A five-

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year update was adopted in 2017. The CVFPP requires 200-year flood protection for all urban and urbanizing areas within the flood zone by 2025. WSAFCA is working on a number of projects to face the challenges of stricter flood control standards imposed by the state. Together with the Department of Water Resources, Central Valley Flood Protection Board and U.S. Army corps of Engineers, WSAFCA has begun design and construction of levee improvement projects that meet the 200-year level of flood protection requirement imposed by new state law and new federal levee standards.

- f) There are no Disadvantaged Unincorporated Communities (DUCs) within or contiguous to the District's sphere of influence and the subject agency does not provide public services related to water, sewer or structural fire protection.

Capacity and Adequacy of Public Facilities and Services MSR Determination

The District has ample capacity to meet service needs for the foreseeable future and its services appear to be adequate. The 2016 Department of Water Resources rating concludes that the levee segment/system would perform as intended in a future flood event. The District has the resources to fund planned levee and drainage improvements. The District, along with WSAFCA, are working to meet urban 200-year flood protection by 2025 as required by the state.

Recommendations

- The District should work with WSAFCA to complete the improvements detailed in the 2014 Regional Flood Management Plan and any future updates including estimated cost, design, permitting, and funding readiness, as well as benefits from the improvements.

4. FINANCIAL ABILITY

Financial ability of agencies to provide services.

	YES	MAYBE	NO
a) Does the organization engage in budgeting practices that may indicate poor financial management, such as overspending its revenues, using up its fund balance or reserve over time, or adopting its budget late?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Is there an issue with the organization's revenue sources being reliable? For example, is a large percentage of revenue coming from grants or one-time/short-term sources?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Is the organization's rate/fee schedule insufficient to fund an adequate level of service, and/or is the fee inconsistent with the schedules of similar service organizations?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Is the organization in need of written financial policies that ensure its continued financial accountability and stability?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Is the organization unable to fund necessary infrastructure maintenance, replacement and/or any needed expansion?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Is the organization needing additional reserve to protect against unexpected events or upcoming significant costs?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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g) Is the organization's debt at an unmanageable level?

h) Does the agency have pension and/or other post-employment benefit (OPEB) liability? If so, what is it the liability and are there any concerns that it is unmanageable?

Discussion:

a) Budget:

The District's board adopts its budget each year and its 5-year budget trend analysis below indicates that the District is generally operating within its available resources. The District's assessment finances levee and internal drainage maintenance, and is in addition to the assessment funding levied through the WSAFCA JPA, which is used for JPA related expenses and maintenance of JPA improvements. Levee operations and maintenance is funded by property assessments collected by the West Sacramento Flood Control Agency. Funds collected for levee operations and maintenance may not be spent on the internal drainage system, and vice versa. In fiscal years 14/15 and 15/16, the District overspent its revenue, however, it was necessary due to equipment purchases, drainage repairs, and assessment preparation, and there were sufficient reserve funds to accommodate the expenditures. Overall, the District appears to be managing its budget resources responsibly.

b-c) Revenue Sources:

The majority of the RD 900 budget revenues comes from the new district assessment, with additional contributions from WSAFCA, and the RD 537/RD 827/Washington Unified School District budgets. The RD 900 assessment provides approximately \$2,600,000 annually. Additionally, WSAFCA provides an additional \$595,100 annually. RD 537, RD 827, and the Washington Unified School District provide approximately \$40,000 for contract services. The chart above also shows the District appears to have sufficient reserves to cover unexpected events or upcoming significant costs. Therefore, the agencies funding is stable and reliable. There are no additional fees for service.

Reclamation District 900 Operations Budget Summary (Fund 388)					
	2011-12	2012-13	2013-14	2014-15	2015-16
Revenues:					
Total Taxes - Current	\$ -	\$ 302.00	\$ 569,053.72	\$ 577,280.06	\$ (98.16)
Total Taxes - Prior	\$ -	\$ -	\$ -	\$ -	\$ -
Licenses, Permits & Franchises	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenue Use of Money and Property	\$ 8,209.01	\$ 4,872.24	\$ 6,121.36	\$ 5,963.00	\$ 17,916.82
Total Intergovernment Revenue - State	\$ -	\$ -	\$ -	\$ -	\$ -
Total Intergovernment Revenue - Other	\$ -	\$ -	\$ -	\$ -	\$ -
Total Charges for Services	\$ -	\$ -	\$ -	\$ -	\$ -
Total Misc	\$ 1,366,026.14	\$ 1,230,880.80	\$ 613,168.77	\$ 672,340.59	\$ 1,149,751.13
TOTAL REVENUES	\$ 1,374,235.15	\$ 1,236,055.04	\$ 1,188,343.85	\$ 1,255,583.65	\$ 1,167,569.79
Expenditures:					
Salaries and Benefits	\$ -	\$ -	\$ -	\$ -	\$ -
Services and Supplies	\$ 11,633.00	\$ 11,628.00	\$ 11,644.00	\$ 11,631.00	\$ -
Total Other Charges	\$ 968,637.75	\$ 957,850.87	\$ 916,631.34	\$ 1,273,555.40	\$ 1,517,474.42
Capital Assets - Equipment & Structures	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENDITURES	\$ 980,270.75	\$ 969,478.87	\$ 928,275.34	\$ 1,285,186.40	\$ 1,517,474.42
Revenues Less Expenditures	\$ 393,964.40	\$ 266,576.17	\$ 260,068.51	\$ (29,602.75)	\$ (349,904.63)
Fund Balance	\$ 1,720,252.18	\$ 1,986,224.35	\$ 2,246,292.86	\$ 2,216,690.11	\$ 1,866,785.48

d) Financial Policies

While the District has not adopted financial policies, the District follows state law and reclamation law. The District does not currently have written financial policies other than what is provided in the County's Special District Financial Handbook. The County's handbook primarily deals with how special districts interact with the County for tax revenue, the treasury, or reporting to the State Controller's Office. The County's policies do not address other issues that may be a concern for reclamation districts such as how to handle travel and reimbursable expenses, personnel issues, operating procedures, safety, etc. It may be beneficial for the District to adopt finance policies.

e-f) Infrastructure Maintenance and Replacement/Reserve:

As discussed in Section 3(d), a new assessment was approved in 2016. The assessment provided adequate reserves to support long-term repair, rehabilitation, and replacement of drainage facilities. RD 900 plans to perform the long-term repair, repair, and rehabilitation of drainage facilities on a pay-as-you-go basis. Additionally, the District has \$1,866,785 in its fund balance. The District appears to have sufficient reserves to cover unexpected events or upcoming significant costs.

g) Debt:

The District does not have any debt.

h) Post-Employment Liability:

The District provides pension benefits for all of its full-time employees through a defined contribution plan of the Internal Revenue Code. In a defined contribution plan, benefits depend solely on amounts contributed to the plan plus investment earnings. Employees are eligible to participate upon hire and are vested 20% per year of employment. The District contributes 14% of the employees' salaries each year. The District's contributions are fully vested after five years of continuous service. The Plan is administered through the Equitable Company.

A postemployment healthcare benefit plan was formally adopted by resolution. Postemployment medical benefits will be made to all qualifying retirees with benefits consistent with those offered to active employees. There is dependent coverage but no survivor benefit. Retiree medical benefits are paid to employees who have attained age 62 with twenty years of service.

According to the District's latest audit, the annual OPEB cost is \$34,683 but only about one third is being contributed towards this amount. At the end of the fiscal year 2015/16, the net OPEB obligation was reported as \$42,270. The District should make sure it has a plan to fund its pension and OPEB liability in the future so that it doesn't continue to fall behind.

Financial Ability MSR Determination

The District appears to be managing its finances well. It operates within its financial means and does not have any debt. The District has adequate reserve to provide unexpected maintenance if necessary. The District is lacking adopted financial policies other than what the County provides and should consider adopting policies for District operations and financial management. The District should also consider a funding plan to address employee pension and OPEB liability.

Recommendations

- The District board should consider adopting policies for District operations and financial management including such topics as: purchasing and contracting, etc.
- The District should adopt a plan to make sure it funds its pension and OPEB obligation in the future.

5. SHARED SERVICES AND FACILITIES

Status of, and opportunities for, shared facilities.

	YES	MAYBE	NO
a) Are there any opportunities for the organization to share services or facilities with neighboring or overlapping organizations that are not currently being utilized?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Are there any recommendations to improve staffing efficiencies or other operational efficiencies to reduce costs?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion:

a-b) The District provides bookkeeping services for RD 537 and RD 827 via a professional services contract. The District is a member agency of the WSAFCA JPA, along with RD 537 and the City of West Sacramento. The WSAFCA JPA is an administrative and fiduciary agent that manages capital improvements and leverages cost-share for flood infrastructure projects in the City of West Sacramento. RD 900's General Manager acts as the General Manager and Secretary of WSAFCA. WSAFCA is set up to implement levee improvement projects and does not have a role in promoting or coordinating shared services between the member agencies, such as contracting for O&M or engineering services.

Shared Services MSR Determination

The District provides bookkeeping services for RD 537 and RD 827. RD 900's General Manager also serves as the General Manager/Secretary of WSAFCA. While RD 900 is a member agency of the WSAFCA JPA, the JPA does not currently coordinate shared services between the member agencies. Possible alternatives for a comprehensive solution for coordinated governance and potential staffing and operational efficiencies in the West Sacramento Hydrologic Basin is discussed in Section 6 (f-g) of this MSR.

6. ACCOUNTABILITY, STRUCTURE AND EFFICIENCIES

Accountability for community service needs, including governmental structure and operational efficiencies.

	YES	MAYBE	NO
a) Are there any issues with meetings being accessible and well publicized? Any failures to comply with disclosure laws and the Brown Act?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Are there any issues with filling board vacancies and maintaining board members? Is there a lack of board member training regarding the organization's program requirements and financial management?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Are there any issues with staff turnover or operational efficiencies? Is there a lack of staff member training regarding the organization's program requirements and financial management?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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d) Are there any issues with independent audits being performed on a regular schedule? Are completed audits being provided to the State Controller's Office and County Director of Financial Services within 12 months of the end of the fiscal year(s) under examination? Are there any corrective action plans to follow up on?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Does the organization need to improve its public transparency via a website? [A website should contain at a minimum the following information: organization mission/description/boundary, board members, staff, meeting schedule/agendas/minutes, budget, revenue sources including fees for services (if applicable), and audit reports.]	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Are there any recommended changes to the organization's governance structure that will increase accountability and efficiency?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g) Are there any opportunities to eliminate overlapping boundaries that confuse the public, cause service inefficiencies, unnecessarily increase the cost of infrastructure, exacerbate rate issues and/or undermine good planning practices?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Discussion:

- a) There are no issues with the board meetings being accessible and posted in accordance with the Brown Act. The regularly scheduled meeting day for Reclamation District 900 is the second Thursday of each month with meetings beginning at 9:00 am at 1420 Merkley Avenue, Suite 4, in West Sacramento. The District gives the public notice of meetings through posting of the notice on the RD office window.
- b) All of the board seats are currently filled, therefore, there do not appear to be chronic issues with filling board vacancies and maintaining board members.
- c) There do not appear to be issues with staff turnover or other operational efficiencies. The District has seven (7) full-time employees.
- d) The Reclamation District is independently audited annually in accordance with auditing standards generally accepted in the United States.
- e) Regarding public accessibility of District records, the District has a website that was created by their consultants as part of the assessment adopted in 2016. The website is updated by the District and includes meeting agendas and minutes, audits, and financial information. District files are stored at the District office and maintained by District staff.

f-g) Central Valley Flood Protection Plan Context

Flood management in the Central Valley is affected by a complex framework of public agencies (over 300 in the Sacramento Basin and over 200 in the San Joaquin Basin). At the local level, governance is complicated by multiple small levee maintaining agencies (LMAs) with limited resources, including staff, revenues, and authorities. Flood management in Yolo County along the Sacramento River System is currently carried out by sixteen (16) separate local agencies including: thirteen (13) reclamation districts (RDs); one (1) drainage district; one (1) levee district; and one (1) county service area. In addition, the California Department of Water Resources (DWR) has one Maintenance Area (MA #4) in the West Sacramento Basin and also maintains the Bypass and the Cache Creek levee system with the exception of the Huff's Corner reach, which is maintained by the County. The United States Army Corps of Engineers (USACE) also maintains the Navigation Levee constructed in association with the Deep Water Ship Channel.

Enhanced regional governance can empower groups of local agencies to more effectively pool and leverage funding and resources, enhance collaboration and coordination, coordinate political advocacy, and create shared ownership of the flood system. Regional planning and project implementation is greatly improved through enhanced regional governance. Regional governance not only improves collaboration among local agencies within a region, but also facilitates more effective partnering with State and federal governments, greatly helping to define and achieve a shared regional vision. Regional partnerships have already been created, such as the West Sacramento Flood Control Agency comprised of the City of West Sacramento, RD 537 and RD 900.

Strong regional governance and shared understanding of roles and responsibilities will support a shift toward system-scale, long-term, outcome-driven resource management that balances a broad array of public values and priorities. Dialogues should be fostered within a structured, transparent process that includes schedules, actionable recommendations, and stakeholder engagement.²

In an effort to improve statewide flood management, the State Department of Water Resources (DWR) funded a locally led Regional Flood Management Plan process in six Central Valley regions. The intent of the effort includes establishing a common vision among regional partners, articulating local and regional flood management needs and priorities, describing regional financing strategies, and establishing improved regional governance for implementation.

Through interaction with these regional groups, State DWR has advanced the idea of LMA consolidation. This concept, which arose in the aftermath of the Hurricane Katrina disaster, is founded on the belief that it would be more efficient for existing LMAs to voluntarily collaborate, enabling them to “speak with one voice” (e.g. on matters affecting multiple LMAs whose levees protect the same hydrologic basin), perform consistent O&M, and increase emergency response capabilities.³

Yolo County Flood Governance Study Recommendations

DWR funded the Yolo County Flood Governance Study, dated August 2014 prepared by the UC Davis Collaboration Center. The study recommends that each of the five “basins” develop their own version of coordinated governance: 1) Knights Landing; 2) Elkhorn; 3) Woodland; 4) West Sacramento; and 5) Clarksburg. These designations are consistent with current engineering logic, and formally coordinate areas that are either already working together, and/or depend on each other’s compliant flood infrastructure management.

The 2014 Yolo County Flood Governance Study, which was prepared for the Lower Sacramento/Delta North Region and funded by the Department of Water Resources, recommended a combination of the “regional communication and collaboration network” (Alternative 2) and a “hydrologic basin” approach (Alternative 3) would be desirable and useful. The Study found that while reclamation districts are best suited to conduct routine O&M and on-site emergency response, some flood management activities would be better accomplished at the regional level. According to the Study, Yolo County residents would be better served if each basin provided a consistent level of maintenance and flood response and either functioned as one entity or in a coordinated manner to accomplish this objective.

LAFCo recommends that the agencies responsible for levee O&M in each hydrologic basin develop governance solutions that will provide for a uniform level of operation and maintenance so that the protected area is not a risk due to inconsistent maintenance or flood fight response capabilities. The governance solution for each basin could take a variety of forms including: agency merger/consolidation, contracts for shared services, MOUs, or JPAs. The goal for each basin is to achieve equal service standards, consistent maintenance standards (which may require consistent fee/assessment structures), and improved coordination during flood events. Because each hydrologic basin is unique, a discussion specific to each individual basin is provided below.

² Central Valley Flood Protection Plan 2017 Update, page 3-46

³ Yolo County Flood Governance Study 2017, page 60

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West Sacramento Basin

For the West Sacramento Basin, the 2014 Governance Study found that the West Sacramento Area Flood Control Agency (WSAFCA) is an already well-functioning JPA and no major recommendations are needed for this area. The Study also recommends that WSAFCA should show political support for better and/or consolidated management in the Clarksburg and Elkhorn basins and continued cooperation with other regional flood management agencies on actions that will reduce flood stages in the system, such as the actions proposed for the Yolo Bypass in the Sacramento Basin Wide Feasibility Study. However, LAFCo's understanding is that the JPA, while well-functioning, is implementing levee upgrade projects and is not set up to perform day-to-day levee operation and maintenance functions. WSAFCA will be executing an Operation, Maintenance, Repair Rehabilitation and Replacement Agreement ("OMRR&R") being required by the CVFPB, along with the RDs, under which WSAFCA will participate with the RDs in developing a standard levee operation and maintenance manual for approval by the CVFPB, and WSAFCA will be responsible for OMRR&R of the levees should the RDs fail to perform. The WSAFCA JPA does not include Maintenance Area #4, which is managed by DWR or the Navigation Levee, which is maintained by the USACE. WSAFCA, as currently operating, does not serve as the lead entity for the West Sacramento Basin providing a uniform level of maintenance and flood fighting capability. It also does not appear to be a cost effective option to augment WSAFCA to also provide internal drainage services currently provided by the City and the RDs or levee operation and maintenance provided by RDs.

Various ways of providing enhanced regional coordination in the West Sacramento Basin is being considered, ~~which could include one of the following alternatives detailed below.~~ To characterize these alternatives in simple terms, the goal is to have each basin function as one entity. For the West Sacramento Basin, ~~the LAFCo reviewed two alternatives as lead entity could be either RD 537, RD 900 or the City of West Sacramento as detailed in the options below:~~

1. RD 900 and RD 537 could merge (either legally or functionally). A "functional consolidation" would involve RD 537 and its board remaining intact, but contracting all day to day operations to RD 900 (or vice versa). This should also include RD 537 taking over DWR Maintenance Area #4 so the lead entity has responsibility for the entire basin (LAFCo will add the MA #4 area into RD 537's sphere of influence to facilitate potential future services). The RD lead entity should also conduct an annual inspection of the Navigation Levee to confirm that the USACE maintenance is being conducted to the same standard as the rest of the basin and advocate (either on its own or through the JPA) for any needed improvements.
2. The City of West Sacramento has expressed a willingness to absorb RD 900 and RD 537 (the portion south of the weir) and consolidate services with the City either as a merger or a subsidiary district. To approve such a consolidation, LAFCo would need to make a finding that the public service costs would likely be less than or substantially similar under City governance and that it consolidation promotes public access and accountability for services. The RDs/districts have expressed their opposition to being absorbed in any manner by the City and provided reasons for such opposition. Similar to the other options, the City would also need to take over DWR Maintenance Area #4 levee maintenance and conduct an annual inspection of the Navigation Levee to confirm that the USACE maintenance is being conducted to the same standard as the rest of the basin and advocate (either on its own or through the JPA) for any needed improvements to achieve the goals of basin-wide governance. The City of West Sacramento has provided a Financial Analysis that compares existing costs to projected costs of City consolidation of services (merger and subsidiary district)~~examines these alternatives~~ (Attachment 1).

Based on the analysis in the February 22, 2018 LAFCo staff report for this Municipal Service Review and Sphere of Influence Update, LAFCo recommends RD 900 and RD 537 (the portion south of the weir) become subsidiary districts to the City.

Accountability, Structure and Efficiencies MSR Determination

There are no issues with meetings being accessible and publicized in accordance with the Brown Act. The District does not maintain and update a website that includes meeting agendas and minutes, audits, and

**YOLO LAFCo MUNICIPAL SERVICE REVIEW/SPHERE OF INFLUENCE STUDY
WEST SACRAMENTO HYDROLOGIC BASIN**

financial information. and should look to create even a minimal one for public transparency purposes. WSAFCA, while well-functioning, in its current form is not set up to accomplish the goal that the West Sacramento hydrologic basin function in a coordinated manner to be provide a uniform level of maintenance and flood fighting capability. Additional action is needed to continue to work towards a more comprehensive solution as recommended, which could include one of the following alternatives below.

Recommendations

- ~~WSAFCA in its current form is not set up to accomplish the goal that the West Sacramento hydrologic basin function in a coordinated manner to be provide a uniform level of maintenance and flood fighting capability. Additional action is needed to continue to work towards a more comprehensive solution, which could include one of the following alternatives detailed below:~~

1. ~~RD 900 and RD 537 could merge (either legally or functionally). A "functional consolidation" would involve RD 537 and its board remaining intact, but contracting all day to day operations to RD 900 (or vice versa). This should also include RD 537 taking over DWR Maintenance Area #4 so the lead entity has responsibility for the entire basin (LAFCo will add the MA #4 area into RD 537's sphere of influence to facilitate potential future services). The RD lead entity should also conduct an annual inspection of the Navigation Levee to confirm that the USACE maintenance is being conducted to the same standard as the rest of the basin and advocate (either on its own or through the JPA) for any needed improvements.~~

The City of West Sacramento has expressed a willingness to absorb RD 900 and RD 537 (the portion south of the weir) and consolidate services with the City either as a merger or a subsidiary district. LAFCo recommends RD 900 and RD 537 (the portion south of the weir) become subsidiary districts to the City. To approve such a consolidation, LAFCo would need to make a finding that the public service costs would likely be less than or substantially similar under City governance and that it consolidation promotes public access and accountability for services. The RD districts have expressed their opposition to being absorbed in any manner by the City and provided reasons for such opposition. Similar to the other options, tThe City would also need to should take over responsibility for DWR Maintenance Area #4 levee maintenance and conduct an annual inspection of the Navigation Levee to confirm that the USACE maintenance is being conducted to the same standard as the rest of the basin and (either on its own or through the JPA) for any needed improvements to achieve the goals of basin-wide governance. The City of West Sacramento has provided a Financial Analysis that compares existing costs to projected costs of City consolidation of services (merger and subsidiary district)examines these alternatives (Attachment 1).

7. OTHER ISSUES

Any other matter related to effective or efficient service delivery, as required by commission policy.

	YES	MAYBE	NO
a) Are there any other service delivery issues that can be resolved by the MSR/SOI process?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion:

- a) LAFCo is not aware of any other service delivery issues not already addressed in the MSR.

Other Issues MSR Determination

LAFCo is not aware of any other service delivery issues not already addressed in the MSR.

SPHERE OF INFLUENCE STUDY

On the basis of the Municipal Service Review:

**YOLO LAFCO MUNICIPAL SERVICE REVIEW/SPHERE OF INFLUENCE STUDY
WEST SACRAMENTO HYDROLOGIC BASIN**

- Staff has reviewed the agency's Sphere of Influence and recommends that a SOI Update is NOT NECESSARY in accordance with Government Code Section 56425(g). Therefore, NO CHANGE to the agency's SOI is recommended and SOI determinations HAVE NOT been made.

- Staff has reviewed the agency's Sphere of Influence and recommends that a SOI Update IS NECESSARY in accordance with Government Code Section 56425(g). Therefore, A CHANGE to the agency's SOI is recommended and SOI determinations HAVE been made and are included in this MSR/SOI study.

SPHERE OF INFLUENCE MAP(S)

The District sphere of influence (SOI) is coterminous with its existing boundary.

REFERENCES

- California Department of Water Resources. *Central Valley Flood Protection Plan 2012*. June 2012.
- California Department of Water Resources. *Central Valley Flood Protection Plan 2017 Update*. December 2016.
- California Department of Water Resources. *Inspection and Local Maintaining Agency Report of the Central Valley State-Federal Flood Protection System*. 2016.
- California Department of Water Resources. *Lower Elkhorn Basin Levee Setback Project Brochure*. February 2017.
- Colusa County Local Agency Formation Commission. *Municipal Service Review for Colusa County Reclamation, Drainage, Flood Control and Levee Districts*. April 2010.
- Flood Protect. *Lower Sacramento River/Delta North Regional Flood Management Plan*. July 2014.
- Larsen Wurzel & Associates, Inc. *Reclamation District 900 Drainage Operations and Maintenance Assessment Final Engineer's Report*. June 2016.
- MBK Engineers. *Elkhorn Basin Draft Governance Study Prepared for Reclamation Districts 537, 785, 827, and 1600*. November 2016.
- MBK Engineers. *Draft Bryte Landfill Relocation and SAFCA Associated Actions in Support of the Lower Elkhorn Setback Levee Project Project Management Plan*. September 2017.
- Solano County Local Agency Formation Commission. *Final Municipal Service Review Solano County Water, Irrigation, Reclamation, and Flood Management Agencies*. April 2009.
- UC Davis Extension Collaboration Center. *Yolo County Flood Governance Study*. 2014.
- US Census Bureau. *American Community Survey - American Factfinder*. 2012-2016 5-Year Estimates. Median Household Income. Website. <https://factfinder.census.gov>. Accessed various 2017.
- Yolo County. *2030 Countywide General Plan County of Yolo*. November 2009.
- Yolo County. *Clarksburg Area Community Plan*. September 2015.



January 24, 2018

Christine Crawford, Executive Director
Yolo LAFCo
625 Court Street, Suite 203
Woodland, CA 95695

RE: RD 537 and RD 900 Consolidation Proposal

Dear Christine:

Following the December 7, 2017, LAFCo Board meeting, you asked for additional input from the City of West Sacramento (City) in regard to the required findings for a possible consolidation of flood control responsibility within the City into a single entity. In order to respond, the City needed to review the public service costs, public access and service accountability of the two reclamation districts. The City conducted an internal review of the available budget and service information of Reclamation District 537 (RD 537), Reclamation District 900 (RD 900), and Local Maintenance Area #4 as well as contracted with Economic & Planning Systems, Inc. (EPS), for an independent preliminary analysis. The EPS memorandum is enclosed for your reference.

Based on the City's review, the City believes the findings can be made to support the initiation and approval of the consolidation of flood control responsibility within the City into a single entity. Furthermore, the analyses indicate that the City can provide the flood control services at a substantially similar or lesser public service cost due to economies of scale and efficiencies, and as such supports consolidation as a merger with the City. A merger would also promote greater public access, transparency, and service accountability based on the City's performance history since its incorporation. As stated in the January 2000 report of the State of California Commission on Local Governance for the 21st Century entitled, "Growth Within Bounds", "Where district consolidations or absorption of district functions into general purpose local governments will improve efficiency or transparency of service delivery, they should be aggressively pursued."

Sincerely,

A handwritten signature in blue ink, appearing to read "A. Berlin".

Amanda Berlin
Assistant City Manager

Enclosure: EPS Memorandum

Cc: City Council

MEMORANDUM

To: Paul Blumberg; City of West Sacramento
Charline Hamilton; City of West Sacramento

From: Jamie Gomes and Sean Fisher

Subject: Financial Analysis Related to Yolo Local Agency Formation
Commission Consideration of West Sacramento Basin
Reclamation District Governance Options; EPS #182005

Date: January 18, 2018

The Economics of Land Use



Overview

The Yolo Local Agency Formation Commission (LAFCo) has prepared a Municipal Service Review (MSR) for the Reclamation Districts in Yolo County. The LAFCo MSR includes alternatives for the West Sacramento Basin that could involve the City of West Sacramento (City). Accordingly, the City engaged Economic & Planning Systems, Inc. (EPS) to provide financial analysis related to one of the LAFCo alternatives.

Consistent with findings from prior LAFCo MSRs, the latest MSR includes a West Sacramento Basin Recommendation identifying alternatives for future governance. Recommendations included the following alternatives:

1. Reclamation District 900 (RD 900) and Reclamation District 537 (RD 537) could merge (either legally or functionally).
2. The City expressed a willingness to absorb RD 900 and RD 537 either as a subsidiary district or as a consolidation with City services.

The LAFCo MSR states, "to initiate and approve such a consolidation, LAFCo would need to make a finding that the public services costs would likely be less than or substantially similar under City governance and that it promotes public access and accountability for services." This memorandum provides a financial analysis to address that portion of the statement quoted above. This memorandum does not address the question of public access and accountability for services, nor does it include a financial analysis for Alternative #1.

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Sacramento, CA 95814
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Focus of the Financial Analysis

Guided by the Alternative 2 question posed in the MSR, the financial analysis examines the following two reorganization options:

1. The City absorbs the operations of RD 900 and RD 537 (Option 2A—Merger).
2. RD 900 and RD 537 consolidate with one another, including Local Maintenance Area No. 4, and become a subsidiary district to the City (Option 2B—Subsidiary).

The Option 2A and 2B nomenclature is used to maintain consistency with the LAFCo MSR documentation. Local Maintenance Area #4 (LMA #4) is the area of Sacramento River levee maintained by the California Department of Water Resources, a taxing entity that receives a portion of the property tax collected within the City of West Sacramento. Further analysis of LMA #4 should be pursued as a part of either Option 2A or Option 2B. To prepare the enclosed financial analysis, EPS worked with City staff using the following documents:

- Fiscal Year (FY) 2017-18 Annual budgets of RD 900 and RD 537.
- FY 2016-17 and 2017-18 Biannual Budget of the City.
- RD 900 Drainage Operations and Maintenance Assessment—Preliminary Engineer's Report.

All options considered are based on the assumption only a portion of RD 537 service area would be assumed by the City. Based on information from the City and LAFCo, this analysis is based on the assumption the remaining RD 537 service area, approximately 80 percent of the area, may be included in another potential consolidation of Reclamation Districts. To be comprehensive, this analysis includes the residual costs associated with the remainder area of RD 537. **Table 7** shows the assumptions for RD 537.

Findings

The following sections detail the findings of this preliminary financial analysis regarding governance options.

Option 2A—Merger

Under this option, the analysis is based on the assumption all existing staff would remain and salary costs would be unchanged related to the district personnel. Although there could be some personnel savings under the Merger option, changes are not assumed in this analysis.

The Option 2A—Merger is anticipated to experience a cost savings as compared to the existing situation. Avoidance of duplicative costs and reduced expenses in the Merger option outweigh changes in cost from City benefits and City overhead costs.

The primary cost savings are associated with elimination or reduction in the following items:

- Office rent
- Insurance
- Trustee expense

- Professional services
- Assessment calculations
- Shop repair

It is important to note that it is unclear whether RD 900 has a multi-year office lease and, if so, what costs may be incurred related to that future obligation. Under the Merger option, all functions would become part of City operations. Accordingly, the analysis includes a share of General Fund Support Services costs that would be applicable to the new functional unit.

The Option 2A—Merger also should consider residual costs for RD 537 for the remaining areas outside of City boundaries and that will still need to be addressed. **Tables 1** and **3** summarize the estimated remaining RD 537 costs that are detailed in **Table 7**.

Option 2B—Subsidiary Districts

The results of Option 2B vary depending on the perspective from which they are viewed. For services by the Subsidiary Districts performed in the City, costs are approximately \$240,000 lower for Option 2B. **Tables 2** and **3** show the assumptions for each Reclamation District. For example for RD 900, avoided costs associated with trustee expenses, office space, and supplies are offset by the General Fund Support Services cost allocation that would be applied to the subsidiary districts. As shown in **Table 2**, the increased cost related to General Fund Support Services allocation outpaces potential cost savings achieved through a subsidiary status. However, as shown in **Table 3**, the General Fund Support Services allocation for RD 900 would be adequate to cover the consolidated functions; thus, an additional overhead cost is not included for RD 537.

As shown on **Table 1**, total cumulative costs (for areas in and outside the City) may be approximately \$65,000 greater overall for all service areas. This result is being driven by increased City overhead costs applicable to the consolidated districts and assuming RD 537 incurs costs for the remaining area proportional to the area that would remain in RD 537 control. While cost savings from the consolidation of the districts outweigh additive City overhead costs, when one considers the remaining cost of service for the RD 537 area outside the city limits, the cumulative sum of costs may increase. Because the Option 2B—Subsidiary outcome is based on an assumed consolidation of RD 900 and portion of RD 537 in the City, staffing from RD 900 is assumed to cover most of the functions required by RD 537 staff. Correspondingly, costs associated with General Fund Support Services derived based on RD 900 staffing are assumed to be adequate to cover that portion of RD 537 costs in the City. However, to be conservative, Option 2B includes 20 percent of the RD 537 staffing costs as being incurred by the consolidated subsidiary. It is important to note that it is uncertain whether these personnel costs would be incurred in Option 2B.

Summary of Assumptions

Tables 4 and **5** provide detailed notes on the assumptions made to applicable budget line items in this analysis. Below is a general description of the overall approach and consideration of factors:

1. **Elimination of Duplicate Costs.** The analysis identifies areas where costs may be eliminated (such as office rents, insurances, trustee expenditures, etc.) that may be duplicative in either Option 2A or 2B.
2. **Inclusion of Additive or New Costs.** The analysis identifies new costs or charges that would be incurred for either Option 2A or 2B. Examples of such costs include fixed costs for subsidiary districts or an overhead cost allocation the City applies to internal departments and budget units to account for general fund support services (e.g., City Council, legal, information technology, finance, human resources, etc.).
3. **Employee Benefits and Compensation.** The Merger option (Option 2A) is based on the assumption employees integrated into the City would receive City benefits on par with existing City employees.
4. **Major Equipment.** The RD 900 FY 2017-18 budget includes \$500,000 for major equipment. It is unclear whether this is a one-time expenditure; an accrual for long-term repair, replacement and rehabilitation; or another cost that may not be a repetitive cost. To be conservative, this analysis is based on the assumption these costs are ongoing expenditures. If all or a portion of these costs are one-time, then any reduction would be achieved under all scenarios.
5. **Initial and Ongoing Compensation Costs.** This initial analysis uses a single budget year as a means to estimate potential cost changes related to Options 2A and 2B. In its consideration of financial impacts, LAFCo may want to consider the potential longer-term financial impacts of the options. By way of illustration, **Table 6** illustrates historical salaries and benefits trends in the Reclamation Districts. This information could be relevant under the Merger option (Option 2A) wherein employees would become City employees and could be compared with historical City cost changes.

Table 1
West Sacramento Drainage Maintenance
Budget Unit (NEW): Reclamation District Maintenance Formatted Fiscal Year 2017-18 Budget

ID Number	Item	Existing Situation: No Change	Option 2A: Merger	Option 2B: Subsidiary Districts
1	Budget Unit (NEW): Reclamation District Maintenance			
3	Personnel Services			
4	5012 RD900 Admin Salary	\$167,000	\$167,000	\$167,000
5	5013 RD900 Field Salary	\$300,000	\$300,000	\$300,000
6	5014 RD900 O.T. Emergency	\$8,000	\$8,000	\$8,000
7	5015 RD900 Trustee Fees	\$8,400	-	-
8	5021 RD900 Payroll Tax	\$38,500	-	\$38,500
9	5022 RD900 Retirement	\$60,000	-	\$60,000
10	5023 RD900 Hospital Withholdings	\$40,000	-	\$40,000
11	5023.02 RD900 Retiree Medical	\$13,500	-	\$13,500
12	5025 RD900 Worker's Compensation Insurance	\$50,000	-	\$50,000
13	5027 RD900 Dental Insurance	\$3,014	-	\$3,014
14	6010 RD537 Management Payroll	\$39,000	-	\$7,800
15	6010 RD537 Salary	\$6,500	-	\$1,300
16	6020 RD537 Payroll Tax	\$5,000	-	\$1,000
17	6150 RD537 Insurance (Inc. Comp.)	\$20,000	-	\$4,000
18	6200 RD537 Director Fees	\$4,000	-	-
19	X Both City Benefits Allocation	-	\$161,500	-
20	Total Personal Services	\$762,914	\$636,500	\$694,114
22	Operations and Maintenance			
23	5110 RD900 Insurance	\$44,500	-	\$44,500
24	5130 RD900 Office	\$15,000	-	-
25	5140 RD900 Professional Services	\$150,000	\$50,000	\$150,000
26	5140.02 RD900 Permits and Fees	\$12,000	\$12,000	\$12,000
27	5145 RD900 Assessment Preparation	\$15,000	\$15,000	\$15,000
28	5150 RD900 Office Rent	\$15,000	-	-
29	5170 RD900 Assessment Collection	\$12,000	\$12,000	\$12,000
30	5180 RD900 Assessment Expense	\$10,000	-	-
31	5220 RD900 Uniforms	\$5,000	\$5,000	\$5,000
32	5242 RD900 Tools	\$10,000	\$10,000	\$10,000
33	5260 RD900 Fuel	\$35,000	\$35,000	\$35,000
34	5270 RD900 Power	\$85,000	\$85,000	\$85,000
35	5410 RD900 Equipment Repair	\$25,000	\$18,750	\$25,000
36	5415 RD900 Equipment Supply	\$40,000	\$30,000	\$40,000
37	5417 RD900 Major Equipment	\$500,000	\$500,000	\$500,000
38	5420 RD900 Shop Repair	\$10,000	-	\$10,000
39	5425 RD900 Shop Supply	\$8,000	\$8,000	\$8,000
40	5427 RD900 Trash Removal	\$10,000	\$10,000	\$10,000
41	5435 RD900 Spray Equipment and Supply	\$45,000	\$45,000	\$45,000
42	6000 RD900 Levee OMRR&R	\$200,000	\$200,000	\$200,000
43	7000 RD900 Internal Drainage OMRR&R	\$1,189,066	\$1,189,066	\$1,189,066
44	8025 RD537 Bank Fees	\$125	-	-
45	6050 RD537 Legal	\$8,000	-	-
46	6100 RD537 Equipment Maintenance	\$68,000	\$17,600	\$17,600
47	6120 RD537 Flood Supplies	\$2,000	\$400	\$400
48	6121 RD537 Flood Fight Training	\$5,000	\$1,000	\$1,000
49	6125 RD537 Levee Maintenance	\$70,000	\$14,000	\$14,000
50	6130 RD537 Ditch Maintenance	\$60,000	\$12,000	\$12,000
51	6250 RD537 Dues and Public Notices	\$3,800	\$3,800	\$760
52	6300 RD537 Professional Fees	\$20,000	-	\$4,000
53	6350 RD537 Office Expense	\$500	-	\$100
54	6400 RD537 Admin Services	\$21,000	-	\$4,200
55	6450 RD537 Utilities	\$25,000	\$5,000	\$5,000
56	6455 RD537 Fuel	\$2,000	\$400	\$400
57	6500 RD537 Yolo Handling Charge	\$1,400	\$280	\$280
58	Total Operations and Maintenance	\$2,742,391	\$2,279,296	\$2,455,306
60	Non-Operating			
61	X General Fund Support Services [1][2]	-	\$123,500	\$96,000
62	Total Non-Operating	-	\$123,500	\$96,000
64	Less Reimbursement for RD 537 Administration			
65	X Reimbursement for Administrative Costs	(\$21,000)	-	(\$4,200)
66	Total Reimbursement for RD 537 Administration	(\$21,000)	-	(\$4,200)
68	Total Budget Unit (NEW): Reclamation District Maintenance	\$3,484,305	\$3,039,296	\$3,241,220
71	Estimated Remaining RD 537 Costs			
72	Remaining RD 537 Costs	-	\$330,645	\$307,485
73	Total Estimated Remaining RD 537 Costs	-	\$330,645	\$307,485
75	Total All Costs	\$3,484,305	\$3,369,941	\$3,548,705

Source: Reclamation District 900 Draft Fiscal Year Budget Report 2017-2018; Reclamation District 537 Draft Fiscal Year Budget Report 2017-2018; City of West Sacramento; EPS.

[1] Under Option 2A: Merger, General Fund Support Services is estimated as an annual expenditure of \$19,000 per FTE.
 [2] Under Option 2B: Subsidiary Districts, General Fund Support Services is estimated as a monthly expenditure of \$8,000.

Table 2
West Sacramento Drainage Maintenance
RD 900 Formatted Fiscal Year 2017-18 Budget

ID Number	Item	Existing Situation: No Change	Option 2A: Merger	Option 2B: Subsidiary Districts
1	Budget Unit [NEW]: Reclamation District Maintenance			
2				
3	Personnel Services			
4	5012 RD900 Admin Salary	\$167,000	\$167,000	\$167,000
5	5013 RD900 Field Salary	\$300,000	\$300,000	\$300,000
6	5014 RD900 O.T. Emergency	\$8,000	\$8,000	\$8,000
7	5015 RD900 Trustee Fees	\$8,400	-	-
8	5021 RD900 Payroll Tax	\$38,500	-	\$38,500
9	5022 RD900 Retirement	\$60,000	-	\$60,000
10	5023 RD900 Hospital Withholdings	\$40,000	-	\$40,000
11	5023.02 RD900 Retiree Medical	\$13,500	-	\$13,500
12	5025 RD900 Worker's Compensation Insurance	\$50,000	-	\$50,000
13	5027 RD900 Dental Insurance	\$3,014	-	\$3,014
14	X Both City Benefits Allocation [1]	-	\$161,500	-
15	Total Personnel Services	\$688,414	\$636,500	\$680,014
16				
17	Operations and Maintenance			
18	5110 RD900 Insurance	\$44,500	-	\$44,500
19	5130 RD900 Office	\$15,000	-	-
20	5140 RD900 Professional Services	\$150,000	\$50,000	\$150,000
21	5140.02 RD900 Permits and Fees	\$12,000	\$12,000	\$12,000
22	5145 RD900 Assessment Preparation	\$15,000	\$15,000	\$15,000
23	5150 RD900 Office Rent	\$15,000	-	-
24	5170 RD900 Assessment Collection	\$12,000	\$12,000	\$12,000
25	5180 RD900 Assessment Expense	\$10,000	-	-
26	5220 RD900 Uniforms	\$5,000	\$5,000	\$5,000
27	5242 RD900 Tools	\$10,000	\$10,000	\$10,000
28	5260 RD900 Fuel	\$35,000	\$35,000	\$35,000
29	5270 RD900 Power	\$85,000	\$85,000	\$85,000
30	5410 RD900 Equipment Repair	\$25,000	\$18,750	\$25,000
31	5415 RD900 Equipment Supply	\$40,000	\$30,000	\$40,000
32	5417 RD900 Major Equipment	\$500,000	\$500,000	\$500,000
33	5420 RD900 Shop Repair	\$10,000	-	\$10,000
34	5425 RD900 Shop Supply	\$8,000	\$8,000	\$8,000
35	5427 RD900 Trash Removal	\$10,000	\$10,000	\$10,000
36	5435 RD900 Spray Equipment and Supply	\$45,000	\$45,000	\$45,000
37	6000 RD900 Levee OMRR&R	\$200,000	\$200,000	\$200,000
38	7000 RD900 Internal Drainage OMRR&R	\$1,189,066	\$1,189,066	\$1,189,066
39	Total Operations and Maintenance	\$2,435,566	\$2,224,816	\$2,395,566
40				
41	Non-Operating			
42	X General Fund Support Services [2] [3]	-	\$123,500	\$96,000
43	Total Non-Operating	-	\$123,500	\$96,000
44				
45	Less Reimbursement for RD 537 Administration			
46	X Reimbursement for Administrative Costs	(\$21,000)	-	(\$4,200)
47	Total Reimbursement for RD 537 Administration	(\$21,000)	-	(\$4,200)
48				
49	Total Budget Unit [NEW]: Reclamation District Maintenance	\$3,102,980	\$2,984,816	\$3,167,380

rd900

Source: Reclamation District 900 Draft Fiscal Year Budget Report 2017-2018; City of West Sacramento; EPS.

[1] The City identifies benefits allocation for employees at 34 percent of salaries.

[2] Under Option 2A: Merger, General Fund Support Services is estimated as an annual expenditure of \$19,000 per FTE.

It is assumed that RD 900 employees equate to a total of 6.5 FTEs.

[3] Under Option 2B: Subsidiary Districts, General Fund Support Services is estimated as a monthly expenditure of \$8,000.

Table 3
West Sacramento Drainage Maintenance
RD 537 Formatted Fiscal Year 2017-18 Budget

ID Number	Item	Existing Situation: No Change	Option 2A: Merger	Option 2B: Subsidiary Districts
1	Budget Unit [NEW]: Reclamation District Maintenance			
2				
3	Personnel Services			
4	6010 RD537 Management Payroll	\$39,000	-	\$7,800
5	6010 RD537 Salary	\$6,500	-	\$1,300
6	6020 RD537 Payroll Tax	\$5,000	-	\$1,000
7	6150 RD537 Insurance (Inc. Comp.)	\$20,000	-	\$4,000
8	6200 RD537 Director Fees	\$4,000	-	-
9	X Both City Benefits Allocation	-	-	-
10	Total Personnel Services	\$74,500	-	\$14,100
11				
12	Operations and Maintenance			
13	3025 RD537 Bank Fees	\$125	-	-
14	6050 RD537 Legal	\$8,000	-	-
15	6100 RD537 Equipment Maintenance [1]	\$88,000	\$17,600	\$17,600
16	6120 RD537 Flood Supplies [1]	\$2,000	\$400	\$400
17	6121 RD537 Flood Fight Training [1]	\$5,000	\$1,000	\$1,000
18	6125 RD537 Levee Maintenance [1]	\$70,000	\$14,000	\$14,000
19	6130 RD537 Ditch Maintenance [1]	\$60,000	\$12,000	\$12,000
20	6250 RD537 Dues and Public Notices	\$3,800	\$3,800	\$760
21	6300 RD537 Professional Fees	\$20,000	-	\$4,000
22	6350 RD537 Office Expense	\$500	-	\$100
23	6400 RD537 Admin Services	\$21,000	-	\$4,200
24	6450 RD537 Utilities [1]	\$25,000	\$5,000	\$5,000
25	6455 RD537 Fuel [1]	\$2,000	\$400	\$400
26	6500 RD537 Yolo Handling Charge [1]	\$1,400	\$280	\$280
27	Total Operations and Maintenance	\$306,825	\$54,480	\$59,740
28				
29	Non-Operating			
30	X General Fund Support Services [2] [3]	-	-	-
31	Total Non-Operating	-	-	-
32				
33	Total Budget Unit [NEW]: Reclamation District Maintenance	\$381,325	\$54,480	\$73,840
34				
35				
36	Estimated Remaining RD 537 Costs			
37	Remaining RD 537 Costs	-	\$330,645	\$307,485
38	Total Estimated Remaining RD 537 Costs	-	\$330,645	\$307,485
39				
40	Total All Costs	\$381,325	\$385,125	\$381,325

rd537

Source: Reclamation District 537 Fiscal Year Budget Report 2017-2018; City of West Sacramento; EPS.

[1] Based on estimates of acreage and area maintained, approximately 20 percent of the RD 537 area is within the City boundary.

[2] Under Option 2A: Merger, General Fund Support Services is estimated as an annual expenditure of \$19,000 per FTE.

It is assumed that RD 537 costs would be covered with the RD 900 General Fund Support Services expenditure.

[3] Under Option 2B: Subsidiary Districts, General Fund Support Services is estimated as a monthly expenditure of \$8,000.

Table 4
West Sacramento Drainage Maintenance
RD 900 Formatted Fiscal Year 2017-18 Budget Notes

ID Number	Item	Option 2A: Merger	Option 2B: Subsidiary Districts
1	Budget Unit [NEW]: Reclamation District Maintenance		
2			
3	Personnel Services		
4	5012 RD900 Admin Salary	Potential change - none assumed in this analysis.	
5	5013 RD900 Field Salary	Potential change - none assumed in this analysis.	
6	5014 RD900 O.T. Emergency	Potential change - none assumed in this analysis.	
7	5015 RD900 Trustee Fees	Avoided cost.	Avoided cost.
8	5021 RD900 Payroll Tax	Included in City Benefits Allocation.	
9	5022 RD900 Retirement	Included in City Benefits Allocation.	
10	5023 RD900 Hospital Withholdings	Included in City Benefits Allocation.	
11	5023.02 RD900 Retiree Medical	Included in City Benefits Allocation.	
12	5025 RD900 Worker's Compensation Insurance	Included in City Benefits Allocation.	
13	5027 RD900 Dental Insurance	Included in City Benefits Allocation.	
14	X Both City Benefits Allocation [1]	New City Benefits Allocation for all employees.	
15	Total Personnel Services		
16			
17	Operations and Maintenance		
18	5110 RD900 Insurance	Avoided cost.	
19	5130 RD900 Office	Assumes included in General Fund Support Costs.	Assumes included in General Fund Support Costs.
20	5140 RD900 Professional Services	Assumes engineering costs w/contingency remain.	
21	5140.02 RD900 Permits and Fees		
22	5145 RD900 Assessment Preparation		
23	5150 RD900 Office Rent	Avoided cost.	Avoided cost.
24	5170 RD900 Assessment Collection		
25	5180 RD900 Assessment Expense	Avoided cost.	Avoided cost.
26	5220 RD900 Uniforms		
27	5242 RD900 Tools		
28	5260 RD900 Fuel		
29	5270 RD900 Power		
30	5410 RD900 Equipment Repair		
31	5415 RD900 Equipment Supply		
32	5417 RD900 Major Equipment	TBD	
33	5420 RD900 Shop Repair	Avoided cost.	
34	5425 RD900 Shop Supply		
35	5427 RD900 Trash Removal		
36	5435 RD900 Spray Equipment and Supply		
37	6000 RD900 Levee OMR&R		
38	7000 RD900 Internal Drainage OMR&R		
39	Total Operations and Maintenance		
40			
41	Non-Operating		
42	X General Fund Support Services	New budget unit's share of City support costs.	New costs for subsidiary of City.
43	Total Non-Operating		
44			
45	Less Reimbursement for RD 537 Administration		
46	X Reimbursement for Administrative Costs		
47	Total Reimbursement for RD 537 Administration		
48			
49	Total Budget Unit [NEW]: Reclamation District Maintenance		

Source: Reclamation District 900 Draft Fiscal Year Budget Report 2017-2018; City of West Sacramento; EPS.

rd900 notes

Table 5
West Sacramento Drainage Maintenance
RD 537 Formatted Fiscal Year 2017-18 Budget Notes

ID Number	Item	Option 2A: Merger	Option 2B: Subsidiary Districts
1	Budget Unit [NEW]: Reclamation District Maintenance		
2			
3	Personnel Services		
4	6010 RD537 Management Payroll	Avoided cost.	Proportionate share of cost.
5	6010 RD537 Salary	Avoided cost.	Proportionate share of cost.
6	6020 RD537 Payroll Tax	Avoided cost.	Proportionate share of cost.
7	6150 RD537 Insurance (Inc. Comp.)	Avoided cost.	Proportionate share of cost.
8	6200 RD537 Director Fees	Avoided cost.	Avoided cost.
9	X Both City Benefits Allocation	Assumes covered by RD 900 staffing.	Assumes covered by RD 900 staffing.
10	Total Personnel Services		
11			
12	Operations and Maintenance		
13	3025 RD537 Bank Fees	Avoided cost.	Remainder area incurred cost.
14	6050 RD537 Legal	Avoided cost.	Remainder area incurred cost.
15	6100 RD537 Equipment Maintenance	Proportionate share of cost.	Proportionate share of cost.
16	6120 RD537 Flood Supplies	Proportionate share of cost.	Proportionate share of cost.
17	6121 RD537 Flood Fight Training	Proportionate share of cost.	Proportionate share of cost.
18	6125 RD537 Levee Maintenance	Proportionate share of cost.	Proportionate share of cost.
19	6130 RD537 Ditch Maintenance	Proportionate share of cost.	Proportionate share of cost.
20	6250 RD537 Dues and Public Notices	Proportionate share of cost.	Proportionate share of cost.
21	6300 RD537 Professional Fees	Avoided cost.	Proportionate share of cost.
22	6350 RD537 Office Expense	Avoided cost.	Proportionate share of cost.
23	6400 RD537 Admin Services	Avoided cost.	Proportionate share of cost.
24	6450 RD537 Utilities		Proportionate share of cost.
25	6455 RD537 Fuel		Proportionate share of cost.
26	6500 RD537 Yolo Handling Charge		Proportionate share of cost.
27	Total Operations and Maintenance		
28			
29	Non-Operating		
30	X General Fund Support Services	Assumed covered by RD 900 staffing.	Assumed covered by RD 900 staffing.
31	Total Non-Operating		
32			
33	Total Budget Unit [NEW]: Reclamation District Maintenance		

rd537 notes

Source: Reclamation District 537 Fiscal Year Budget Report 2017-2018; City of West Sacramento; EPS.

Table 6
West Sacramento Drainage Maintenance
Reclamation District Annual Salary Growth

Year	Salary, Wages, and Benefits Expenditures							
	RD 900				RD 537			
	Salary	Benefits	Total Employee Expenditures	Annual Change	Salary	Benefits	Total Employee Expenditures	Annual Change
2003	\$240,408	\$87,576	\$327,984	N/A	\$15,000	\$1,637	\$16,637	N/A
2004	\$249,494	\$97,926	\$347,420	6%	\$30,000	\$2,771	\$32,771	97%
2005	\$261,124	\$103,112	\$364,236	5%	\$30,000	\$2,785	\$32,785	0%
2006	\$237,705	\$86,376	\$324,081	(11%)	\$30,000	\$2,911	\$32,911	0%
2007	\$229,781	\$103,309	\$333,090	3%	\$31,200	-	\$31,200	(5%)
2008	\$240,412	\$91,666	\$332,078	(0%)	\$31,200	\$2,807	\$34,007	9%
2009	\$334,748	\$114,778	\$449,526	35%	\$40,160	\$3,590	\$43,750	29%
2010	\$352,502	\$145,862	\$498,364	11%	\$41,303	\$4,203	\$45,506	4%
2011	\$366,353	\$170,146	\$536,499	8%	\$47,724	\$3,205	\$50,929	12%
2012	\$383,384	\$85,182	\$468,566	(13%)	\$49,623	-	\$49,623	(3%)
2013	\$400,652	\$155,462	\$556,114	19%	\$49,571	-	\$49,571	(0%)
2014	\$416,103	\$143,739	\$559,842	1%	\$49,456	-	\$49,456	(0%)
2015	\$444,106	\$117,260	\$561,366	0%	\$49,885	-	\$49,885	1%
2016	\$370,902	\$133,627	\$504,529	(10%)	\$46,097	\$4,085	\$50,182	1%
Average Annual Change [1]	3%	3%	3%		4%	3%	4%	

salary

Source: California State Controller's Office; EPS.

[1] RD 537 average annual salary and wage expenditure growth excludes 2003 value, due to the size of the growth from 2003 to 2004. Including this value would increase the average annual growth to approximately 10%.

Table 7
West Sacramento Drainage Maintenance
Estimated Remaining RD 537 Costs

ID Number	Item	Existing Situation: No Change	Option 2A: Merger			Option 2B: Subsidiary District			
			City Share	Remaining RD 537 Cost	Total	City Share	Remaining RD 537 Cost	Total	
1	Budget Unit [NEW]: Reclamation District Maintenance								
2									
3	Personnel Services								
4	6010	RD537 Management Payroll	\$39,000	-	\$39,000	\$39,000	\$7,800	\$31,200	\$39,000
5	6010	RD537 Salary	\$6,500	-	\$6,500	\$6,500	\$1,300	\$5,200	\$6,500
6	6020	RD537 Payroll Tax	\$5,000	-	\$5,000	\$5,000	\$1,000	\$4,000	\$5,000
7	6150	RD537 Insurance (Inc. Comp.)	\$20,000	-	\$20,000	\$20,000	\$4,000	\$16,000	\$20,000
8	6200	RD537 Director Fees	\$4,000	-	\$4,000	\$4,000	-	\$4,000	\$4,000
9	X	Both City Benefits Allocation	-	-	-	-	-	-	-
10	Total Personnel Services		\$74,500	-	\$74,500	\$74,500	\$14,100	\$60,400	\$74,500
11									
12	Operations and Maintenance								
13	3025	RD537 Bank Fees	\$125	-	\$125	\$125	-	\$125	\$125
14	6050	RD537 Legal	\$8,000	-	\$8,000	\$8,000	-	\$8,000	\$8,000
15	6100	RD537 Equipment Maintenance [1]	\$88,000	\$17,600	\$70,400	\$88,000	\$17,600	\$70,400	\$88,000
16	6120	RD537 Flood Supplies [1]	\$2,000	\$400	\$1,600	\$2,000	\$400	\$1,600	\$2,000
17	6121	RD537 Flood Fight Training [1]	\$5,000	\$1,000	\$4,000	\$5,000	\$1,000	\$4,000	\$5,000
18	6125	RD537 Levee Maintenance [1]	\$70,000	\$14,000	\$56,000	\$70,000	\$14,000	\$56,000	\$70,000
19	6130	RD537 Ditch Maintenance [1]	\$60,000	\$12,000	\$48,000	\$60,000	\$12,000	\$48,000	\$60,000
20	6250	RD537 Dues and Public Notices	\$3,800	\$3,800	\$3,800	\$7,600	\$760	\$3,040	\$3,800
21	6300	RD537 Professional Fees	\$20,000	-	\$20,000	\$20,000	\$4,000	\$16,000	\$20,000
22	6350	RD537 Office Expense	\$500	-	\$500	\$500	\$100	\$400	\$500
23	6400	RD537 Admin Services	\$21,000	-	\$21,000	\$21,000	\$4,200	\$16,800	\$21,000
24	6450	RD537 Utilities [1]	\$25,000	\$5,000	\$20,000	\$25,000	\$5,000	\$20,000	\$25,000
25	6455	RD537 Fuel [1]	\$2,000	\$400	\$1,600	\$2,000	\$400	\$1,600	\$2,000
26	6500	RD537 Yolo Handling Charge [1]	\$1,400	\$280	\$1,120	\$1,400	\$280	\$1,120	\$1,400
27	Total Operations and Maintenance		\$306,825	\$54,480	\$256,145	\$310,625	\$59,740	\$247,085	\$306,825
28									
29	Non-Operating								
30	X	General Fund Support Services [2] [3] [4]	-	-	-	-	-	-	-
31	Total Non-Operating		-	-	-	-	-	-	-
32									
33	Total Budget Unit [NEW]: Reclamation District Maintenance		\$381,325	\$54,480	\$330,645	\$385,125	\$73,840	\$307,485	\$381,325

share

Source: Reclamation District 537 Fiscal Year Budget Report 2017-2018; City of West Sacramento; EPS.

[1] Based on estimates of acreage and area maintained, approximately 20 percent of the RD 537 area is within the City boundary.

[2] Under Option 2A: Merger, General Fund Support Services is estimated as an annual expenditure of \$19,000 per FTE. It is assumed that RD 537 costs would be covered with the RD 900 General Fund Support Services expenditure.

[3] Under Option 2B: Subsidiary Districts, General Fund Support Services is estimated as a monthly expenditure of \$8,000.

[4] Assumes costs allocated to RD 900 would cover the portion of RD 537 that would be included within the City.

MUNICIPAL SERVICE REVIEW

POTENTIALLY SIGNIFICANT MSR DETERMINATIONS

The MSR determinations checked below are potentially significant, as indicated by "yes" or "maybe" answers to the key policy questions in the checklist and corresponding discussion on the following pages. If most or all of the determinations are not significant, as indicated by "no" answers, the Commission may find that a MSR update is not warranted.

- | | |
|--|--|
| <input type="checkbox"/> Growth and Population | <input type="checkbox"/> Shared Services and Facilities |
| <input type="checkbox"/> Disadvantaged Unincorporated Communities | <input checked="" type="checkbox"/> Accountability, Structure and Efficiencies |
| <input type="checkbox"/> Capacity and Adequacy of Public Facilities and Services | <input type="checkbox"/> Other |
| <input type="checkbox"/> Financial Ability | |

1. GROWTH AND POPULATION

Growth and population projections for the affected area.	YES	MAYBE	NO
a) Is the agency's territory or surrounding area expected to experience any significant population change or development over the next 5-10 years?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Will population changes have an impact on the subject agency's service needs and demands?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Will projected growth require a change in the agency's service boundary?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion:

a) – c) According to the State Department of Finance population projections¹, the City of West Sacramento population increased from 51,963 as of January 1, 2015 to 53,082 in 2016, an increase of 2.2 percent. The City of West Sacramento completed a comprehensive General Plan Update in December 2016

¹ State of California Department of Finance Population Estimates for Cities, Counties and the State – January 1, 2015 and 2016

and has ample space within its current boundaries to accommodate planned growth through 2035. The City is not anticipating any sphere of influence changes during this planning horizon.

Growth and Population MSR Determination

There is no population growth or development proposed that would have an impact on the City's service demands and require an update to the City's SOI.

2. DISADVANTAGED UNINCORPORATED COMMUNITIES

The location and characteristics of any disadvantaged unincorporated communities within or contiguous to the sphere of influence.

	YES	MAYBE	NO
a) Does the subject agency provide public services related to sewers, municipal and industrial water, or structural fire protection?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Are there any "inhabited unincorporated communities" (per adopted Commission policy) within or adjacent to the subject agency's sphere of influence that are considered "disadvantaged" (80% or less of the statewide median household income) that do not already have access to public water, sewer and structural fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) If "yes" to both a) and b), it is feasible for the agency to be reorganized such that it can extend service to the disadvantaged unincorporated community (if "no" to either a) or b), this question may be skipped)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Discussion:

- a) The City of West Sacramento provides water, sewer and fire protection services. A "yes" response indicates that the agency provides a service that may trigger the provisions of SB 244 and a LAFCo determination regarding any disadvantaged unincorporated communities within or adjacent to the agency's sphere of influence is required. A "no" response indicates that the provisions of SB 244 would not apply to a SOI update, if applicable.
- b) The term "Inhabited Unincorporated Communities" is defined per Commission adopted policy as those areas on the County of Yolo 2030 General Plan Land Use Map (see Figures LU-1B through LU-1H) that contain land use designations that are categorized as Residential by Table LU-6. The communities of Rumsey and West Kentucky are also included in this definition (even though the current land use designations are Agriculture (AG) and Commercial Local (CL) respectively) because their existing uses are residential. These communities are as follows:

Binning Farms	El Rio Villa	Monument Hills
Capay	Esparto	North Davis Meadows
Clarksburg	Guinda	Patwin Road
Dunnigan	Knights Landing	Royal Oak
El Macero	Madison	Rumsey

West Kentucky
West Plainfield

Willow Oak
Willowbank

Yolo
Zamora

There are no inhabited unincorporated communities per adopted Commission policy within, adjacent to, or nearby the City of West Sacramento.

c) n/a

Disadvantaged Unincorporated Communities MSR Determination

There are no inhabited unincorporated communities per adopted Commission policy within, adjacent to, or nearby the City of West Sacramento.

3. CAPACITY AND ADEQUACY OF PUBLIC FACILITIES AND SERVICES

Present and planned capacity of public facilities, adequacy of public services, and infrastructure needs or deficiencies including needs or deficiencies related to sewers, municipal and industrial water, and structural fire protection in any disadvantaged, unincorporated communities within or contiguous to the sphere of influence.

	YES	MAYBE	NO
a) Are there any deficiencies in agency capacity to meet service needs of existing development within its existing territory?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Are there any issues regarding the agency's capacity to meet the service demand of reasonably foreseeable future growth?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Are there any concerns regarding public services provided by the agency being considered adequate?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Are there any significant infrastructure needs or deficiencies to be addressed?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Are there changes in state regulations on the horizon that will require significant facility and/or infrastructure upgrades?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Are there any service needs or deficiencies for disadvantaged unincorporated communities related to sewers, municipal and industrial water, and structural fire protection within or contiguous to the agency's sphere of influence?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion:

a) – d) The City provides police, fire, parks and recreation, water, wastewater, storm water, flood protection, solid waste/recycling, and streetlight services. Generally, the City's infrastructure master plans are current and are posted on the City's website:

- The City's Sewer Master Plan Update began in 2014 and is in process

- The City's Water Master Plan was last updated in December 2016
- The City's Bicycle, Pedestrian & Trails Master Plan was last updated in May 2013
- The City also performs water quality reports every year.
- The City's Storm Water Master Plan Update began in 2016 and is in process.

There are no known capacity and services issues related to City public facilities and services.

- e) There may be new state regulations for tertiary treatment that will affect the City's wastewater treatment plant, but these new state standards are more speculative at this time.
- f) See 2 b) and 2 c).

Capacity and Adequacy of Public Facilities and Services MSR Determination

Generally, the City's infrastructure master plans are current and are posted on the City's website. There are no known capacity and services issues related to City public facilities and services.

4. FINANCIAL ABILITY

Financial ability of agencies to provide services.

	YES	MAYBE	NO
a) Does the organization routinely engage in budgeting practices that may indicate poor financial management, such as overspending its revenues, failing to commission independent audits, or adopting its budget late?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Is the organization lacking adequate reserve to protect against unexpected events or upcoming significant costs?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Is the organization's rate/fee schedule insufficient to fund an adequate level of service, and/or is the fee inconsistent with the schedules of similar service organizations?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Is the organization unable to fund necessary infrastructure maintenance, replacement and/or any needed expansion?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Is improvement needed in the organization's financial policies to ensure its continued financial accountability and stability?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Is the organization's debt at an unmanageable level?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion:

a)-c), e)-f) The City of West Sacramento prepares comprehensive annual financial reports, which are posted on its website. The audits are available through fiscal years ending June 30, 2016. The City's audits have consistently been awarded a Certificate of Achievement for Excellence in Financial Reporting by the Government Finance Officer Association (GFOA) for the last 20 years in a row. In order to be awarded a

Certificate of Achievement, the City of West Sacramento published an easily readable and efficiently organized CAFR. This report satisfied both the GAAP and applicable legal requirements. The City performs sound financial management practices, adopting an annual budget, spending within its budget and performing independent audits. The City's reserve and debt is at management levels.

It is the policy of the City and the Treasurer of the City to invest idle funds in a manner that provides the highest safety and security while matching maturities to future liabilities and daily cash flow demands. Investments are made according to California Government Code section 53600, et seq., and the adopted City Investment Policy. The City's cash management practices include the establishment of reserves and designations to 1) stabilize the City's fiscal base for anticipated fluctuations in revenues and expenditures; 2) provide for nonrecurring, unanticipated expenditures; and 3) provide for innovative opportunities for the betterment of the community. The following reserves and designations have been established.

General Fund. Included in this fund are the following two accounts:

- General Reserve. The City seeks to maintain a cash reserve for the General Fund equal to between 10% and 20% of annual revenues. The City's current General Fund reserve is at 17% of annual revenues.
- General Long-term Debt Account. This account is used to partially fund liabilities for paid employee leave and partial lease payments on the Recreation Center. Interest earnings on the reserve are used to fund these programs.

General Equipment Replacement. The City seeks to maintain a cash reserve of \$6.0 million. Interest earnings are used to replace equipment used for public safety.

General Facilities Fund. Funding for this reserve comes from surplus general taxes, one-time general revenues and interest earned on the fund balance. The reserve may be used for the following purposes only:

- to provide working capital to finance expenditures from the beginning of the budget year until other revenue sources are collected;
- to provide resources to meet requirements in the event of a disaster, such as fire, flood or earthquake;
- to cover a pending year-end excess of expenditures over revenues from unavoidable shortfalls in revenues;
- to advance funding for capital improvements; and, finally,
- to finance general-purpose buildings, improvements and equipment.

Risk Management. The City is exposed to various risks of loss related to: torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. In March 1987, the City joined together with other agencies in the state to form the Yolo County Public Agency Risk Management Insurance Authority (PARMIA), a public-entity risk pool that is currently operating as a common risk-management 10-member agency. The City pays an annual premium to PARMIA for its general insurance coverage. The Agreement for the formation of PARMIA provides that PARMIA will be self-sustaining through member premiums and will reinsure through the California Joint Power Insurance Authority (CAJPIA) for claims in excess of \$500,000 for general liability, \$25,000 for property, and \$500,000 for workers' compensation for each insured event.

The CAJPIA is a large risk pool that covers large claims for smaller risk pools such as PARMIA. The City has no accrued liability or reserve as of June 30, 2016.

- d) The City is able to fund necessary maintenance upgrades, as evidenced by its adopted Capital Improvement Budget and Five-Year Capital Improvement Plan for fiscal years 2015/16 – 2019/20.

Financial Ability MSR Determination

The City of West Sacramento practices sound financial management, adopting budgets, spending within its limits and preparing annual comprehensive financial updates. The City has adequate reserve to protect against unexpected events or upcoming significant costs. The City's rate/fee schedules are sufficient to fund an adequate level of service and its debt is at a manageable level. The City is able to fund necessary maintenance upgrades, as evidenced by its adopted Capital Improvement Budget and Five-Year Capital Improvement Plan for fiscal years 2015/16 – 2019/20.

5. SHARED SERVICES AND FACILITIES

Status of, and opportunities for, shared facilities.

	YES	MAYBE	NO
a) Are there any opportunities for the organization to share services or facilities with neighboring or overlapping organizations that are not currently being utilized?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Are there any governance options that may produce economies of scale and/or improve buying power in order to reduce costs?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Are there governance options to allow appropriate facilities and/or resources to be shared, or making excess capacity available to others, and avoid construction of extra or unnecessary infrastructure or eliminate duplicative resources?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion:

a)-b) The City is currently partnering with LAFCo, the other cities and County on shared services. The City partners in multiple joint efforts countywide including the Yolo County Transit District, Yolo Habitat Conservancy, Yolo County Animal Services, Water Resources Association, Yolo County Emergency Communications, Office of Emergency Services, Yolo Emergency Medical Services Agency, Yolo County Housing, and Yolo County Pubic Agency Risk Management Insurance Authority. It is also providing services to the Sacramento-Yolo Port District and the West Sacramento Area Flood Control Agency. No additional shared services are envisioned at this time.

c) Please see 6f-g.

Shared Services MSR Determination

The City is currently partnering with LAFCo, the other cities and the County on shared services. The City also participates in a number of regional programs, including JPAs, special districts and other associations/MOUs. No additional shared services are envisioned at this time.

6. ACCOUNTABILITY, STRUCTURE AND EFFICIENCIES

Accountability for community service needs, including governmental structure and operational efficiencies.

	YES	MAYBE	NO
a) Are there any issues with meetings being accessible and well publicized? Any failures to comply with disclosure laws and the Brown Act?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Are there any issues with filling board vacancies and maintaining board members?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Are there any issues with staff turnover or operational efficiencies?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Is there a lack of regular audits, adopted budgets and public access to these documents?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Are there any recommended changes to the organization's governance structure that will increase accountability and efficiency?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Are there any governance restructure options to enhance services and/or eliminate deficiencies or redundancies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g) Are there any opportunities to eliminate overlapping boundaries that confuse the public, cause service inefficiencies, unnecessarily increase the cost of infrastructure, exacerbate rate issues and/or undermine good planning practices?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Discussion:

- a-c) City meetings are accessible and well publicized in accordance with the Brown Act. There do not appear to be any chronic issues with filling board vacancies and maintaining members. The City staff do not experience a high turnover and stay in their positions longer than seen with other cities in the area.
- d) See 4a.
- e) There are no recommended changes to the City of West Sacramento's governance structure that will increase accountability and efficiency.
- f-g) The City's boundaries currently overlap with a portion of Reclamation District 537 and all of Reclamation District 900. LAFCo's MSR which reviewed the reclamation districts in 2005 recommended that these districts be consolidated. The Yolo County Flood Governance Study completed by UC Davis in August 2014 recommended consolidating governance per each hydrologic basin. LAFCo is currently preparing an MSR Update for the reclamation districts and this recommendation is expected to remain, suggesting the reclamation districts within the City of West Sacramento boundaries be consolidated

with the City. Overlapping public agencies with the City of West Sacramento are redundant and unnecessary. Flood work would benefit from more regionalization and consolidation.

Accountability, Structure and Efficiencies MSR Determination

City meetings are accessible and well publicized in accordance with the Brown Act. There do not appear to be any chronic issues with filling board vacancies and maintaining members. The City staff do not experience a high turnover and stay in their positions longer than seen with other cities in the area. The City prepares annual audits which are posted on the City's website.

The City's boundaries currently overlap with a portion of Reclamation District 537 and all of Reclamation District 900. LAFCo's MSR which reviewed the reclamation districts in 2005 recommended that these districts be consolidated. The Yolo County Flood Governance Study completed by UC Davis in August 2014 recommended consolidating governance per each hydrologic basin. LAFCo is currently preparing an MSR Update for the reclamation districts and this recommendation is expected to remain, suggesting the reclamation districts within the City of West Sacramento boundaries be consolidated with the City. Overlapping public agencies with the City of West Sacramento are redundant and unnecessary. Flood work would benefit from more regionalization and consolidation.

7. OTHER ISSUES

Any other matter related to effective or efficient service delivery, as required by commission policy.

	YES	MAYBE	NO
a) Are there any other service delivery issues that can be resolved by the MSR/SOI process?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion:

a) There are no City issues LAFCo or City staff is aware of that can be resolved by the MSR/SOI process.

Other Issues MSR Determination

There are no City issues LAFCo or City staff is aware of that can be resolved by the MSR/SOI process.

SPHERE OF INFLUENCE STUDY

On the basis of the Municipal Service Review:

- Staff has reviewed the agency's Sphere of Influence and recommends that a SOI Update is NOT NECESSARY in accordance with Government Code Section 56425(g). Therefore, NO CHANGE to the agency's SOI is recommended and SOI determinations HAVE NOT been made.
- Staff has reviewed the agency's Sphere of Influence and recommends that a SOI Update IS NECESSARY in accordance with Government Code Section 56425(g). Therefore, A CHANGE to the agency's SOI is recommended and SOI determinations HAVE been made and are included in this MSR/SOI study.

REFERENCES

Department of Finance Population Projections

City of West Sacramento Comprehensive Annual Financial Report, Year Ended June 30, 2016

City of West Sacramento website posting of infrastructure master plans including water and sewer.

Personal communication with Charline Hamilton, City of West Sacramento Director of Community Development March 2, 2017



Municipal Service
Review/
Sphere of Influence Study

City of West Sacramento
CSA 9

YOLO COUNTY LAFCO

January 26, 2009

- The City sends its untreated sewage to and collects sewer fees for the SRCWD.

1.5.7 Government Structure Options

- The government structure options available to the City of West Sacramento are:
 - Maintain the status quo
 - Dissolve Reclamation Districts 537, 811 and 900 and reorganize into one agency
 - Create a single-purpose flood control agency
 - Dissolve Reclamation District 811 and reassign its functions to the city
 - Dissolve Reclamation District 900 and reassign its functions to the city
 - Separate Reclamation District 537 and reassign a portion of its functions to the city
- The 2005 MSR for Water and Reclamation Districts recommended creating a single purpose flood control agency.

1.5.8 Evaluation of Management Efficiencies

- The City prepares and regularly updates the required documents to plan for and fund city services.
- The City has a higher ratio of residents to employees than other cities in Yolo County, but directly provides a more complete array of services such as Water, Police, Fire and Port Services.

1.5.9 Local Accountability and Governance

- The City provides opportunities for citizens to attend meetings and to access information via the City's website. The City has also instituted several citizen-based committees and commissions to help guide policy-makers and gather valuable citizen input on projects and services within the City.

1.5.10 County Service Area 9 (CSA 9) Recommendations and Determinations

- CSA 9 should continue to contract with West Sacramento for services. There is no apparent negative financial impact to the City for providing this service and the city providing this service was a required mitigation measure for incorporation.

RECLAMATION DISTRICT 537, CALIFORNIA
 Schedule of Revenues, Expenditures, and Changes in Fund Balance
 Budget and Actual - General Fund
 Years Ended June 30, 2016 and 2015

	2016				2015			
	Original Budget	Final Budget	Actual	Variance Favorable (Unfavorable)	Original Budget	Final Budget	Actual	Variance Favorable (Unfavorable)
Property assessments	\$ 211,679	\$ 211,679	\$ 212,747	\$ 1,068	\$ 211,679	\$ 211,679	\$ 212,747	1,068
Maintenance fee from JPA	48,970	48,970	52,056	3,086	48,012	48,012	53,329	5,317
Interest	5,036	5,036	8,151	3,115	-	-	2,459	2,459
Other	7,478	7,478	5,034	(2,444)	7,230	7,230	7,875	645
Total revenues	273,163	273,163	277,988	4,825	266,921	266,921	276,410	9,489
EXPENDITURES:								
Flood Protection:								
Operations	184,250	218,798	256,468	(37,670)	197,250	197,750	180,210	17,540
Administration	79,985	61,600	58,619	2,981	80,055	64,495	58,127	6,368
Capital outlay	-	-	-	-	-	-	-	-
Total expenditures	264,235	280,398	315,087	(34,689)	277,305	262,245	238,337	23,908
CHANGE IN FUND BALANCE	8,928	(7,235)	(37,099)	(29,864)	(10,384)	4,676	38,073	33,397
FUND BALANCE, BEGINNING OF YEAR	842,944	842,944	842,944	-	804,871	804,871	804,871	-
FUND BALANCE, END OF YEAR	\$ 851,872	\$ 835,709	\$ 805,845	\$ (46,027)	\$ 794,487	\$ 809,547	\$ 842,944	\$ 33,397

RECLAMATION DISTRICT 537, CALIFORNIA
Schedule of Expenditures - Budget and Actual - General Fund
Years Ended June 30, 2016 and 2015

	2016				2015			
	Original Budget	Final Budget	Actual	Variance Favorable (Unfavorable)	Original Budget	Final Budget	Actual	Variance Favorable (Unfavorable)
OPERATIONS:								
Utilities and fuel	\$ 37,000	\$ 11,000	\$ 12,033	\$ (1,033)	\$ 37,000	\$ 25,000	\$ 21,896	\$ 3,104
Wages	43,250	43,250	46,097	(2,847)	43,250	43,250	43,192	58
Flood supplies	2,000	-	-	-	2,000	-	-	-
Levee maintenance	70,000	76,000	75,912	88	75,000	115,000	101,437	13,563
Ditch maintenance	20,000	60,348	94,315	(33,967)	25,000	2,500	2,200	300
Equipment repairs and maintenance	12,000	28,200	28,111	89	15,000	12,000	11,485	515
	<u>\$ 184,250</u>	<u>\$ 218,798</u>	<u>\$ 256,468</u>	<u>\$ (37,670)</u>	<u>\$ 197,250</u>	<u>\$ 197,750</u>	<u>\$ 180,210</u>	<u>\$ 17,540</u>
ADMINISTRATION:								
Equipment and supplies - office	\$ 1,000	\$ 400	\$ 493	\$ (93)	\$ 1,000	\$ 500	\$ 407	\$ 93
Insurance	20,000	17,600	17,563	37	20,000	17,500	16,092	1,408
Legal	8,000	1,540	1,315	225	8,000	2,000	1,129	871
Other professional fees	20,000	12,500	11,614	886	20,000	15,000	10,986	4,015
Payroll taxes	4,650	4,650	4,085	565	4,470	4,750	4,189	561
Administrative services	21,000	21,000	22,353	(1,353)	21,000	21,000	21,681	(681)
Directors fees	4,140	2,700	-	2,700	4,140	2,550	2,205	345
Other	1,195	1,210	1,196	14	1,445	1,195	1,438	(243)
	<u>\$ 79,985</u>	<u>\$ 61,600</u>	<u>\$ 58,619</u>	<u>\$ 2,981</u>	<u>\$ 80,055</u>	<u>\$ 64,495</u>	<u>\$ 58,127</u>	<u>\$ 6,368</u>
CAPITAL OUTLAY AND MAINTENANCE	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

**RECLAMATION DISTRICT NO. 537
FISCAL YEAR BUDGET REPORT
2017 - 2018**

INCOME/EXPENSE EXPENSES	2016/2017 FINAL BUDGET	2017/2018 PROPOSED BUDGET
3025 BANK FEES	115	125
6010 MANAGEMENT PAYROLL	39,000	39,000
6010 SALARY	6,500	6,500
6020 PAYROLL TAX	5,000	5,000
6050 LEGAL	5,000	8,000
6100 EQUIP MAINT.	77,000	88,000
6120 FLOOD SUPPLIES	000	2,000
6121 FLOOD FIGHT TRAINING	000	5,000
6125 LEVEE MAINT.	39,000	70,000
6130 DITCH MAINT	11,000	60,000
6150 INSURANCE (Inc. Comp.)	19,400	20,000
6200 DIRECTOR FEES	2,840	4,000
6250 DUES & PUB. NOTICE	1,200	3,800
6300 PROFESSIONAL FEES	13,700	20,000
6350 OFFICE EXPENSE	200	500
6400 ADMIN SERVICES	21,000	21,000
6450 UTILITIES	25,000	25,000
6455 FUEL	3,000	2,000
6500 YOLO HANDLING CHG	1,400	1,400
TOTAL	270,355	381,325
 PROJECTED FOND BALANCES 06/30/17	 809,318	
PROJECTED 2017- 2018 EXPENSES	381,325	
CAPITAL PROJECT 2017-2018 EXPENSES	0	
PROJECTED 2017 - 2018 INCOME @ .50	211,679	
PROJECTED 2017-2018 WSAFCA INCOME	52,446	
PROJECTED MISCELLANEOUS INCOME	7,200	
PROJECTED INTEREST INCOME	5,000	
PROJECTED 06/30/18 FOND BALANCE	704,318	

RD 900

FISCAL YEAR BUDGET REPORT
2015 - 2016

Income/Expense Expenses		2015/2016 Adopted	2015/2016 Revised
5012 ADMIN SALARY		157,100	158,250
5013 FIELD SALARY		253,800	208,825
5014 O.T. & EMERG		8,000	2,415
5015 TRUSTEE FEES		9,400	9,100
5021 PAYROLL TAX		35,200	33,650
5022 RETIREMENT		57,526	51,241
5023 HOSP. WH		74,500	49,839
5025 WORKERS COMP		37,850	45,015
5110 INSURANCE		42,000	41,000
5130 OFFICE		10,000	10,000
5140 PROFESSIONAL		60,000	75,000
5140 .02 Permits/Fees		10,000	12,000
5150 OFFICE RENT		8,700	8,700
5170 ASSMT. COLL		12,000	12,000
5180 Assessment Expense		9,500	8,900
5220 UNIFORMS		3,500	3,000
5242 TOOLS		4,000	4,000
5260 FUEL		37,000	28,000
5270 POWER		80,000	70,000
5280 SHOP		5,000	4,000
5410 EQUIP REPAIR		17,000	12,000
5415 EQUIP SUPPLIES		25,000	25,000
5420 STRUCT/MECH REPAIR		60,000	75,000
5425 STRUCT/MECH SUPPLY		6,000	8,000
5427 TRASH REMOVAL		7,000	7,000
5430 RADIO MAINT		1,000	1,840
5435 ROAD & DITCH SUPP		50,000	55,000
5440 ROAD & DITCH MAINT		50,000	50,000
TOTAL		1,131,076	1,068,775
SPECIAL PROJECTS			
5417 MAJOR EQUIPMENT	230,191	170,000	215,000
8320 MAIN DRAIN	000	50,000	000
8500 SOUTHPORT DRAINAGE	000	40,000	000
8510 RIVER LEVEE REPAIR	000	30,000	000
8520 NORTH AREA DRAINAG	45,000	685,000	100,000
0000 ASSESSMENT PREP.		300,000	300,000
TOTAL	275,191	1,275,000	615,000
GRAND TOTAL	1,352,991	2,406,076	1,683,775

Projected Fund Balances 06/30/15

Restricted	133,238
Operating	2,132,928
Total	2,266,166

Projected 2015-2016 Expenses

2015 - 2016 Budget	1,683,775
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Projected 2015-2016 Income

Assessment	599,183
WSAFCA	634,227
Interest	5,000
WUSD Maintenance Fee	7,000
Misc. Income	53,000
Total	1,298,410

Projected Fund Balances 06/30/16

Restricted	133,542
Operating	1,747,259
Total	1,880,801

RD 900

DRAFT FISCAL YEAR BUDGET REPORT 2017 - 2018

<u>BUDGET CATAGORY</u>	<u>16/17 PROPOSED</u>	<u>16/17 FINAL</u>	<u>17/18 PROPOSED</u>
5012 ADMIN SALARY	\$158,600	\$153,296	\$167,000
5013 FIELD SALARY	\$272,480	\$217,273	\$300,000
5014 O.T. EMERGENCY	\$8,000	\$4,253	\$8,000
5015 TRUSTEE FEES	\$9,400	\$9,100	\$8,400
5021 PAYROLL TAX	\$38,500	\$33,500	\$38,500
5022 RETIREMENT	\$60,000	\$55,000	\$60,000
5023 HOSPITAL WITHOLDINGS	\$71,200	\$56,000	\$40,000
5023.02 RETIREE MEDICAL	\$0	\$0	\$13,500
5025 WORKERS COPMENSATION INS.	\$48,000	\$38,482	\$50,000
5027 DENTAL INS.	\$2,580	\$2,575	\$3,014
5110 INSURANCE	\$44,500	\$41,848	\$44,500
5130 OFFICE	\$50,000	\$45,000	\$15,000
5140 PROFESSIONAL SERVICES	\$150,000	\$98,174	\$150,000
5140.02 PERMITS AND FEES	\$12,000	\$11,691	\$12,000
5145 ASSESSMENT PREPERATION	\$50,000	\$42,265	\$15,000
5150 OFFICE RENT	\$8,700	\$8,700	\$15,000
5170 ASSESSMENT COLLECTION	\$12,000	\$11,928	\$12,000
5180 ASSESSMENT EXPENSE	\$10,000	\$8,896	\$10,000
5220 UNIFORMS	\$3,900	\$3,700	\$5,000
5242 TOOLS	\$10,000	\$9,644	\$10,000
5260 FUEL	\$35,000	\$23,500	\$35,000
5270 POWER	\$80,000	\$100,000	\$85,000
5410 EQUIPMENT REPAIR	\$25,000	\$20,000	\$25,000
5415 EQUIPMENT SUPPLY	\$40,000	\$30,000	\$40,000
5417 MAJOR EQUPEMENT	\$440,000	\$214,206	\$500,000
5420 SHOP REPAIR	\$10,000	\$1,150	\$10,000
5425 SHOP SUPPLY	\$8,000	\$11,500	\$8,000
5427 TRASH REMOVAL	\$10,000	\$8,000	\$10,000
5435 SPRAY EQUIPMENT & SUPPLY	\$45,000	\$30,000	\$45,000
6000 LEVEE OMRR&R	\$200,000	\$87,000	\$200,000
7000 INTERNAL DRAINAGE OMRR&R	\$922,000	\$215,000	\$1,189,066
TOTAL	\$2,834,860	\$1,591,681	\$3,123,980
BUDGET REMAINING		\$1,243,179	

BUDGET SUMMARY

RESTRICTED (RETIREE MEDICAL)	\$135,144
OPERATING (PROJECTED 6/30/17)	\$3,123,980
TOTAL	\$3,259,124

PROJECTED 17-18 EXPENSES

FY 17-18 BUDGET	\$3,123,980
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PROJECTED 17-18 REVENUE

ASSESSMENT	\$2,252,236
WSAFCA	\$640,000
INTEREST	\$12,000
WUSD MAINTENANCE FEE	\$7,000
RD 537 REIMBURSEMENT	\$21,000
RD 827 REIMBURSEMENT	\$1,200
TOTAL	\$2,933,436

ATTACHMENT 4

CITY OF WEST SACRAMENTO
Budget Adjustment Form

- APPROPRIATION TRANSFER (including use of Manager's Contingency)
An Appropriation Transfer is the movement of an already approved appropriation (authority to spend) from one budget unit to another.
- SUPPLEMENTAL APPROPRIATION
A Supplemental Appropriation provides additional spending authority, beyond that which has already been approved.

A. ACCOUNTS IMPACTED:

If Appropriation Transfer, from Budget Unit (_____): _____
Name Fund/SF/Dept./Activity

<u>Object</u>	<u>Description of Item</u>	<u>Amount</u>
<u>Number</u>		

If Supplemental Appropriation, from New Revenue/Reserve:

<u>Fund</u>	<u>Description of Source</u>	<u>Amount</u>
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To Budget Unit (_____): _____ \$
Name Fund/SF/Dept./Activity

<u>Object</u>	<u>Description of Item</u>	<u>Amount</u>
<u>Number</u>		

B. REASON FOR APPROPRIATION TRANSFER/SUPPLEMENTAL APPROPRIATION:

C. REVIEW BY FINANCE DIRECTOR:

- RECOMMENDED NOT RECOMMENDED

_____	_____
Signature	Date

D. APPROVALS:

_____	_____	Department Head
Signature	Date	

_____	_____	City Manager
Signature	Date	

_____	City Council (required for all Supplemental Appropriations and Transfers between Funds)
Agenda Date	

MEETING DATE: March 21, 2018


ITEM # 21

SUBJECT:**CONSIDERATION OF APPROVAL OF A CONTRACT FOR PROFESSIONAL SERVICES WITH NICHOLS CONSULTING ENGINEERS FOR THE PAVEMENT MANAGEMENT SYSTEM UPDATE PROJECT****INITIATED OR REQUESTED BY:**

Council Staff
 Other

REPORT COORDINATED OR PREPARED BY:

Vin Cay, Supervising Civil Engineer
 Jesse Khatkar, Assistant Engineer


 Denix Anbiah, Director of Public Works

ATTACHMENT Yes No Information Direction Action

OBJECTIVE

The objective of this report is to facilitate consideration of approval by the City Council of a professional services contract with Nichols Consulting Engineers to update the City's Pavement Management System and to develop a multi-year prioritized roadway maintenance, rehabilitation and presentation project list for implementation given limited funding.

RECOMMENDED ACTION

Staff respectfully recommends that the City Council:

- 1) Approve the Contract for Professional Services with Nichols Consulting Engineers (NCE) in the amount of \$87,200 for updating the City's Pavement Management System and to develop a package of prioritized projects; and
- 2) Authorize the City Manager or his designee to make contract amendments up to 5% (\$4,360) of the value of the contract

BACKGROUND

In 1991 the City of West Sacramento first established a Pavement Management System (PMS) to help identify, track, and prioritize roadway maintenance, rehabilitation, and preservation improvements. Updates to the PMS were accomplished in 1999, 2005 and 2012/2013. Over the years, the scope of street pavement rehabilitation projects has expanded as mandated by regulation and policy, to include improvements related to ADA compliance and complete streets emphasizing friendlier bicycle and pedestrian facilities. Further, an up-to-date PMS is now required to be eligible for federal and state street maintenance and preservation grants. Implementation of the PMS has guided the City in its prioritization of much needed road maintenance, rehabilitation and preservation and has highlighted the need for additional funding to properly maintain the City's roadways. In the last PMS update in 2012/2013, the average Pavement Condition Index (PCI) of the City streets was generally better than the remainder of Yolo County. More recently, the City has been receiving numerous pothole complaints and experiencing pavement failures on a variety of its streets. Winter storms combined with high levels of truck traffic have resulted in issues on Industrial Boulevard and Harbor Boulevard highlights the current need.

As in most localities, the City has three basic needs relative to pavement management: maintenance, rehabilitation, and preservation.

- **Maintenance:** There are two types of maintenance: "reactive" maintenance and "planned" maintenance. Examples of reactive maintenance include the filling of a pothole with "cold-mix" asphalt, reinstalling a downed traffic sign, removal of graffiti, street sweeping, traffic signal maintenance, and unplugging of storm drain grates. This type of maintenance is typically performed by maintenance crews and funded by gas taxes and Measure K. As the City has grown, this type of maintenance has increased while the funding has generally decreased. Gas taxes have been decreasing over the past ten years as a result of decreased driving, more fuel efficient cars, and the introduction of hybrid, electric and fuel-cell vehicles. In addition, the allocation of Measure K funds has not kept up with the estimated funding range called for in City Resolution 2-58. According to the May 24, 2017, Measure K Report to the County Council "the allocation for road maintenance is approximately 10.4 percent below the estimated funding range." This is the equivalent of about \$4 million in unrealized revenue for roads since its inception.

Examples of planned maintenance include work performed by contractors for items such as deep grinding and patching with "hot-mix" asphalt repairs of failing pavement in select locations and major striping along heavily travelled corridors separate from other capital projects. Planned maintenance work is generally intended to be funded through the \$250,000 received annually from Waste Management as mitigation for the damage its trucks cause to City streets. This work is typically done through the public bidding of smaller construction contracts.

- **Preservation:** The National Center for Pavement Preservation defines pavement preservation as "a cost-effective set of practices that extend pavement life and improve safety and motorist satisfaction while saving public tax dollars." Essentially, a pavement preservation program seeks to create a system of implementing relatively small scale projects on roads such as slurry seals, chip seals, and thin overlays on a specific schedule prior to structural degradation to avoid the necessity of full blown road reconstruction. Successful pavement preservation can result in long term savings by reducing higher cost reconstruction needs, reduced traffic congestion with smoother ride-ability, and safer roads when combined with regular refreshing of pavement delineation. Pavement preservation should be accepted as good City philosophy, an important priority, and worthy long term commitment.
- **Rehabilitation:** Prior to Measure E and SB1, there basically were no funds available for major rehabilitation and preservation of roadways. Measure K (Capitol) funding was used in the past for this purpose. However, that revenue stream ended. Rehabilitation of roads is generally defined as doing whatever is necessary to bring the road up to current standards for pavement and items such as construction of curb, gutter and sidewalk. It can include the complete removal of pavement, base and subgrade if necessary in certain areas of pavement failure or it can be as simple as a pavement overlay in areas where the pavement hasn't failed. An example of rehabilitation would be the upcoming West Capitol Avenue Road Rehabilitation and Safety Enhancement Project.

The upcoming Pavement Management System update will provide the information necessary to understand the City's current and long term needs relative to maintenance, rehabilitation and preservation. It will also detail both the short term and long term costs associated with implementing the PMS program. On October 4, 2017 Council approved a \$50,000 allocation of Measure E funding for this project. Between Measure E and SB1, the City will receive \$1.7 million annually for both pavement rehabilitation and preservation. Although these funds will be used to leverage a variety of grant funding sources, the total funding is still low compared to the need. In the 2013 PMS update, the backlog to bring all the pavements in the City up to a "Good" level was \$69 million. It is expected that the upcoming PMS update project will increase that number. Streets classified as "Local Roads" are not eligible for grant funds and will rely on Measure E and SB1 funds for roadway rehabilitation or preservation. For example the road rehabilitation in the Memorial Park/ State Streets neighborhood is expected to consume \$3 million of Measure E and SB 1 funds.

ANALYSIS

In January 2018, staff issued a Request for Proposal (RFP) for professional engineering services to update the City's Pavement Management System. Scope of work contemplated included data collection and preparation of reports to determine the backlog of roadway repair, potential funding alternatives to maintain roads in various conditions, a prioritized package of projects, and any additional services to help the City realize the project.

Firms interested in submitting a proposal were notified of tight time constraints and were also encouraged to include local West Sacramento sub-consultants in the RFP. Three proposals were received by the February 16, 2018 due date. The consultant teams were led by the following firms:

- Infrastructure Management Services
- Nichols Consulting Engineers (NCE)
- Transmap Company

All proposals were reviewed, evaluated, and ranked by a panel consistent with funding requirements. Based on demonstration in each proposal of the firm's qualification, experience and project understanding, the selection panel ranked NCE as the top qualified team.

Staff then negotiated a fee for the desired scope of services. The project costs are based on the anticipated time and efforts necessary to collect data and to prepare reports and deliverables described in the scope of work. A summary of the professional services required in this contract are attached as Exhibit "A" to attachment 1.

Staff plans for the project to be completed in two steps.

Step 1: City roads will be evaluated and the costs to maintain the roads at various levels will be determined and presented to the Transportation Mobility and Infrastructure Commission and City Council in July 2018. At that time, staff will seek guiding principles from the Commission and the Council on how funds should be invested to maintain the City's roadways.

Step 2: After receiving guidance, staff will return to Transportation Mobility and Infrastructure Commission and City Council with a package of prioritized projects for consideration in October 2018. The implementation of these projects could help advance active transportation goals throughout the City.

Environmental Considerations

N/A

Commission Recommendation

Staff expects to bring information gathered during the course of the contract to the Transportation, Mobility, and Infrastructure Commission in July and October of 2018 to seek guidance on funding principles and prioritization of projects.

Strategic Plan Integration

Updating the West Sacramento's Pavement Management System enables staff to effectively manage road maintenance consistent with its *Mission of City Government that is Financially Sound* and its *Vision as a Vibrant City where you can Live, Work, Learn & Play* as well as support a *Strong, Diverse Local Economy* by providing *Quality Infrastructure*. The City's roadway network is one of its most valuable assets, valued at over \$261 million.

Alternatives

- 1) Council may choose to make adjustments to the scope of work for this contract.
- 2) Council may elect not to approve the Contract at this time.

These alternatives are not recommended because the project would be delayed. Completion of the PMS update is necessary to efficiently plan for the maintenance of City roads given the limited available funding.

Coordination and Review

This report was prepared by the Public Works Department in coordination with the Finance Division of the Administrative Services Department.

Budget/Cost Impact

The cost of the project will be funded from the approved Fiscal Year 17/18 capital improvement budget in work order 10046. The work order has been funded by a \$50,000 Measure E appropriation and a \$50,000 SB1 appropriation. The cost to implement the Pavement Management System Update is as follows:

Negotiated Contract:	\$87,200
5% Contingency:	\$4,360
Staff Cost:	\$8,440
Subtotal:	\$100,000

ATTACHMENT(S)

- 1) Contract for Professional Services

CONTRACT FOR SERVICES

THIS CONTRACT is made on _____, 2018, by and between the CITY OF WEST SACRAMENTO ("City"), and Nichols Consulting Engineers ("Consultant").

WITNESSETH:

WHEREAS, the City desires professional services for the Pavement Management System Update Project;

WHEREAS, the Consultant has presented a proposal for such services to the City, dated February 16 2018, (referenced hereto 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 "B"** 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 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 "C."**

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 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 Eighty Seven Thousand Two Hundred Dollars (\$87,200), 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 Plan 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 there in 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. 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.

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 "B"** 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 protect, hold free and harmless, defend and indemnify the Agency, its consultants, and each of their officers, employees and agents, from any and all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney's fees and expenses of litigation arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant, its employees or anyone else employed by the Consultant in the performance of professional design services under this agreement, to the extent of the Consultant's proportionate percentage of fault.

To the extent permitted by Civil Code section 2782.8, for all other claims unrelated to the provision of professional design services, the Consultant shall protect, hold free and harmless, defend and indemnify the Agency, its consultants, and each of their officers, employees and agents, from any and all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney's fees and expenses of litigation, which arise out of or are in any way connected with the Consultant's, or its subcontractors' or suppliers', performance under this agreement or failure to comply with any of the obligations contained in the agreement. This indemnity shall imply no reciprocal right of the Consultant in any action on the agreement pursuant to California Civil Code section 1717 or section 1717.5. To the fullest extent legally permissible, this indemnity, defense and hold harmless agreement by the Consultant shall apply to any and all acts or omissions unrelated to the provision of professional design services, whether active or passive, on the part of the Consultant or its agents, employees, representatives, or subcontractor's agents, employees and representatives, resulting in claim or liability.

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: City of West Sacramento
Public Works Department
Attn: Vin Cay, Supervising Civil Engineer
1110 West Capitol Avenue, 1st Floor
West Sacramento, CA 95691

Consultant: Nichols Consulting Engineers
Attn: Margot Yapp, Vice President
8795 Folsom Blvd., STE 250
Sacramento, CA 95826

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 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
Nichols Consulting Engineers
March 21, 2018

CITY OF WEST SACRAMENTO

By: _____
Christopher L. Cabaldon, Mayor

ATTEST:

By: _____
Kryss Rankin, City Clerk

APPROVED AS TO FORM:

By: _____
Jeffrey Mitchell, City Attorney

CONSULTANT

By: _____
Margot Yapp, Vice President

EXHIBITS

- A. PROPOSAL (BY REFERENCE ONLY)
- B. WORK PLAN/SCOPE OF SERVICES
- C. SCHEDULE OF PERFORMANCE
- D. BUDGET/PROJECT STAFFING PLAN
- E. LABOR CODE SECTION 3700 CERTIFICATION
- F. LABOR COMPLIANCE REQUIREMENTS

Contract for Services
Nichols Consulting Engineers
March 21, 2018

EXHIBIT A
PROPOSAL BY REFERENCE

Contract for Services
Nichols Consulting Engineers
March 21, 2018

EXHIBIT B

WORK PLAN/SCOPE OF SERVICES



Pavement Management System Update

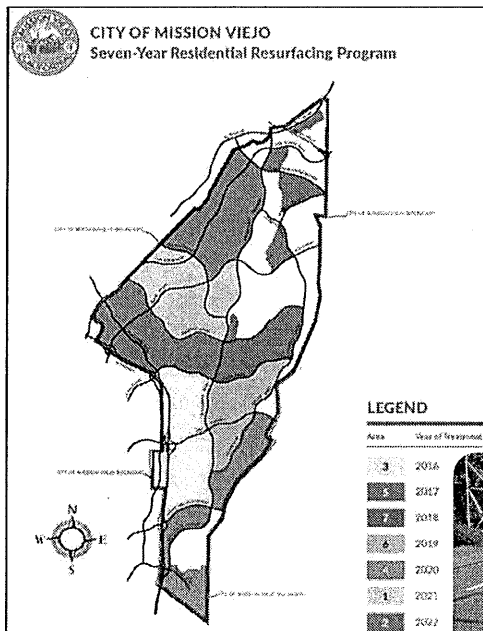
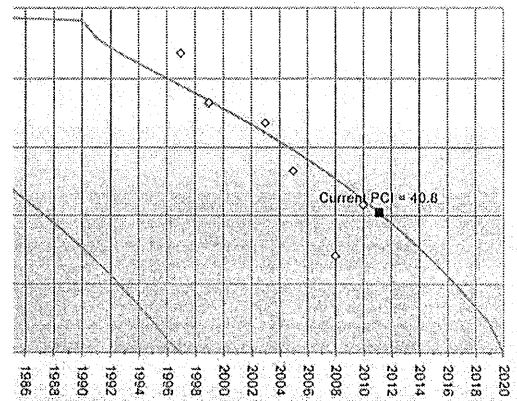
WORK PLAN/SCOPE OF WORK

PROJECT APPROACH

NCE understands that the City of West Sacramento (City) seeks a consultant to update the StreetSaver® pavement management system. This will include a comprehensive distress survey of the City's street system (approximately 200 centerline miles) in accordance with the distress definitions and descriptions as per MTC distress protocols, as well as the International Roughness Index (IRI). In addition, all collected data will be entered into the StreetSaver® database and analyzed to generate pavement condition indices (PCI) and reports.

Although Measure B narrowly failed in November 2016, SB1 was passed in April 2017 and has somewhat mitigated the impact of the loss of Measure B. The City is expected to receive almost \$1 million a year beginning in FY 2018/19. However, new revenues come with new requirements. Public accountability will be critical so that voters can see and understand that these new revenues are being spent in the most cost-effective manner, and that performance measures are instituted. As an example, PCI can be reported periodically to elected officials and/or the public.

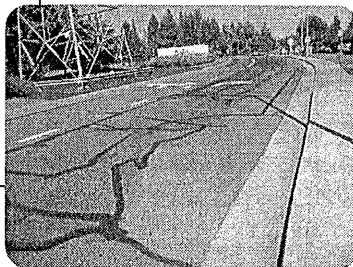
Therefore, it is vital that the pavement condition data be accurate and that it be closely calibrated with the performance prediction models in StreetSaver®. The graph shown to the right is an example where variations in the field data collected may result in different predictions of the future PCI. Obviously, this is not a desirable outcome for the City.



Ideally, the PMS should be used to prepare a multi-year maintenance plan, which consists of a rotating maintenance schedule using a zone improvement approach. This is similar to the approach used by other cities, as it optimizes construction costs by reducing mobilization and minimizes disruptions to businesses and residents. NCE has prepared similar analyses, most recently for the City of Mission Viejo, which has seven residential zones (see map on the left).

Ultimately, the PMS update should provide City staff with two key pieces of information:

1. A multi-year work plan, which will show the City Council and the public the most cost-effective manner of spending new revenues
2. A long-term funding analysis to determine future needs that will help guide the City Council in making informed policy decisions.



In 2012, NCE performed pavement condition surveys on the City of West Sacramento's street network of what was then approximately 176 centerline miles. In addition to

The pavement was surveyed using

the data collection efforts, NCE reviewed field activities and procedures, compared the field data collected with on-site conditions, and reviewed the data entry functions. Margot Yapp, NCE's proposed Project Manager for the current project, served as the Project Manager for this previous contract and knows the City's street network well.

The results were used to assist the City in determining the funding shortfall as well as developing a multi-year resurfacing plan. It was also used to provide information for the California Statewide Local Streets and Roads Needs Assessment, which resulted in the passage of SB1.

We are extremely experienced with StreetSaver® pavement condition surveys, as well as with the all aspects of the program. We will also be able to assist in recommending or implementing new paving technologies that will not just meet the PCI requirements, but also the City's sustainability and environmental goals. Our extensive working knowledge of StreetSaver® and the City's street network will be of tremendous benefit to the City, and allow NCE to execute this project quickly and efficiently.

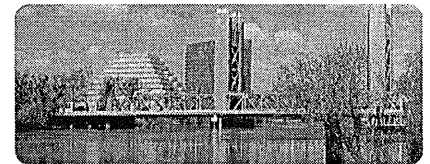
For this update, NCE has proposed the following scope of work.

SCOPE OF WORK

TASK 1. PROJECT MANAGEMENT

NCE will meet with City staff to kick-off the project by reviewing the technical approach and any administrative matters that may be necessary. At a minimum, items to be discussed will include:

- ❖ Scope of work, project schedule, budget and invoicing requirements
- ❖ StreetSaver login and license renewal
- ❖ Field work
 - Scheduling and access requirements for field work
 - Public safety concerns, requirements and procedures
 - Quality Control Plan (QCP)
 - Validation of inventory data
 - List of publicly maintained streets (as well as privately owned)
- ❖ Maintenance and rehabilitation (M&R) practices, records and costs
- ❖ Paving or maintenance budgets
- ❖ Funding analyses desired
- ❖ Asset data collection (optional tasks)
- ❖ Presentations to City Council or others



NCE will prepare a detailed agenda which will be sent to City staff for review prior to the meeting. Additional meetings will be held with City staff at appropriate milestones to review the work performed and to address any questions or issues that arise as the work progresses. Monthly progress reports will be prepared for the City.

Deliverables:

- ❖ Agenda and summary of meetings
- ❖ Monthly progress reports
- ❖ StreetSaver® license (one year renewal)

TASK 2. DATA COLLECTION AND DATA INPUT

The NCE team will perform pavement condition surveys on the City's pavement network of 200 centerline miles using MTC distress protocols. Examples of distresses for asphalt pavements are shown to the right.

NCE's field inspectors are certified to conduct MTC protocols surveys. They have successfully passed rigorous field and online tests conducted by MTC and OCTA.

The assessment of pavement condition has seen a transformation from more labor intensive manual efforts to high-speed automated surveys that combine the use of roadway sensors and digital imagery in the last ten years. Our team is well positioned to collect, measure and map all pavement condition data using a sophisticated automated approach using LiDAR & pavement laser scanners. Our goal is to provide accurate, repeatable and economical pavement condition assessments. Our mobile data collection equipment and team are capable of collecting:

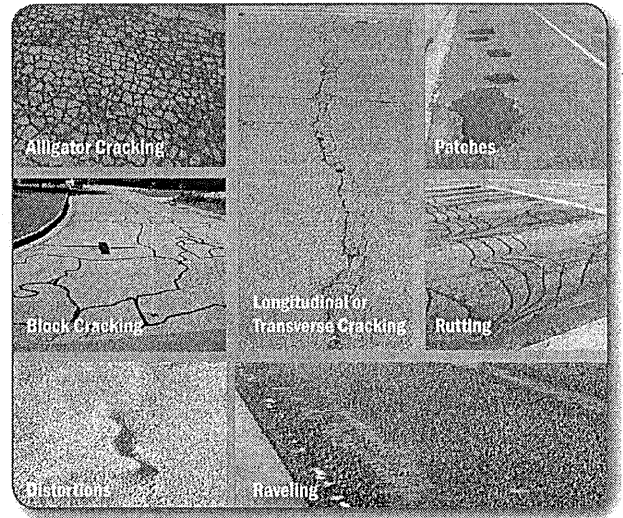
- ❖ Pavement Surface Distress as per MTC protocols
- ❖ Pavement Profiling (Roughness/Macrotecture) as per ASTM E950
- ❖ Positioning Spatial GPS & Linear Referencing
- ❖ 360° Right-of-way digital Imagery and 3D LiDAR Point Cloud Data

NHS Routes

NCE will also review the database inventory to consider elements such as streets that are identified as part of the National Highway System (NHS). The FHWA is implementing new performance measures including the International Roughness Index (IRI). Currently, there are nine City streets that have been identified by Caltrans to be part of the NHS:

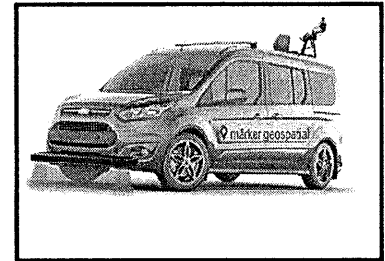
1. Enterprise Blvd.
2. Harbor Blvd.
3. Industrial Blvd.
4. Jefferson Blvd.
5. Lake Washington Blvd.
6. Reed Avenue
7. Sacramento Avenue
8. Southport Parkway
9. West Capitol Avenue

NCE recommends that any route be identified in the StreetSaver® database as a NHS route, if this has not yet been performed.



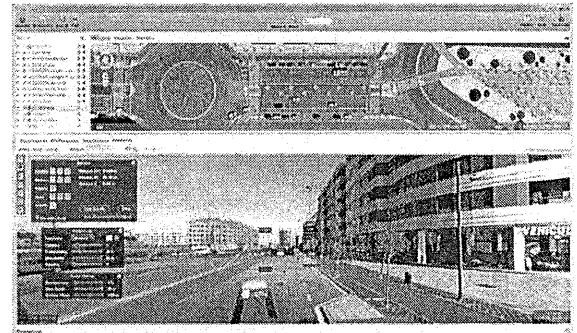
Roadway Collection Vehicle System Overview

During our roadway inspections, pavement profiling (ride quality, rutting, macrotexture), GPS, and surface distress data is collected continuously and seamlessly by our pavement technician team using our automated data collection vehicle (shown on the right) which makes available a wide range of survey technologies. Our pavement distress data collection process involves the use of 3D digital imaging technology along with customized, integrated keyboards, and laser scanning which are all used by to collect the type, severity, extent, start and stop points of all the ASTM Standard D 6433 -11 or StreetSaver® pavement surface distresses.



As part of the field surveys, any segments where the lengths differ by ± 50 feet from the City supplied lengths will be identified.

The NCE/märker team is MTC certified with inspectors that have successfully passed a rigorous field and online test. NCE has over 20 years of experience utilizing and training staff on the StreetSaver® program. NCE will be responsible for providing all equipment necessary to perform this task. Should City personnel wish to observe NCE's crews during the surveys, we will be more than happy to accommodate them.



Note that this scope of work and condition surveys do not address issues including, but not limited to traffic, safety and road hazards, geometric issues, road shoulders, sidewalks, curb and gutters, drainage issues or short term maintenance that should be performed.

All data collected from the condition surveys will then be uploaded into the StreetSaver® database. There are specific rules and validations that must be followed, so a successful upload is dependent on appropriate QC as well as a solid familiarity with the StreetSaver® program.

As noted previously, NCE's engineers have worked with the StreetSaver® program for more than 20 years; our familiarity with the program is unmatched, and the City can be assured of a swift and accurate data upload. This is particularly important as the data collected in Task 2 forms the foundation for accurate, realistic and credible future funding projections.

After the distress data has been uploaded, NCE will then perform the PCI calculations, and correct any errors found. All PCI, database statistics and other reports will be prepared and will include the following:

- ❏ Pavement distribution by Functional Class
- ❏ PCI less than 40
- ❏ PCI by Functional Class (weighted by area or lane-length)
- ❏ Length differences - this report will identify any segment where the length difference between the City supplied segment length and the actual measured segment length differs by more than ± 50 feet
- ❏ List of streets that were not tested - this will include the street name, begin and ending limits, section ID, and reason for not testing, e.g., closed, under construction, etc.

Deliverables:

- ❏ Updated StreetSaver® database with pavement distresses
- ❏ PCI and database statistics reports

TASK 3. QUALITY ASSURANCE/QUALITY CONTROL

Quality control/quality assurance checks are critical when a large amount of data needs to be collected and processed. As part of NCE's goal to provide a superior quality product for our clients, we incorporate a QC component into all of our projects. For this project, we have proposed the inclusion of a QC Manager, Dr. James Signore; he will have the following project responsibilities:

- Calibration of all data collection activities
- Review of field activities, including spot checks on the field crews
- Reviewing field procedures and making changes, as needed
- Comparing the field data collected with on-site conditions
- Review of all data entry functions, including random spot checks
- Review of reports generated and analyses performed to ensure a quality product

NCE will prepare a QC Plan that will include the following components:

- Description of condition survey procedures (distress types, severities). All procedures, changes or modifications should be well documented in the QC Plan so that future updates will be consistent.
- Description of how data will be checked for accuracy, e.g., 5% re-inspections.
- Comparison of current and projected PCI ratings, e.g., if the difference in PCI is more than 2 to 3 points, then NCE will research the cause, e.g., unrecorded maintenance, premature pavement failures, incorrect survey data, etc.

Our QC process is briefly described in the steps below.

Field QC Step 1: Pavement Inspection Correlation

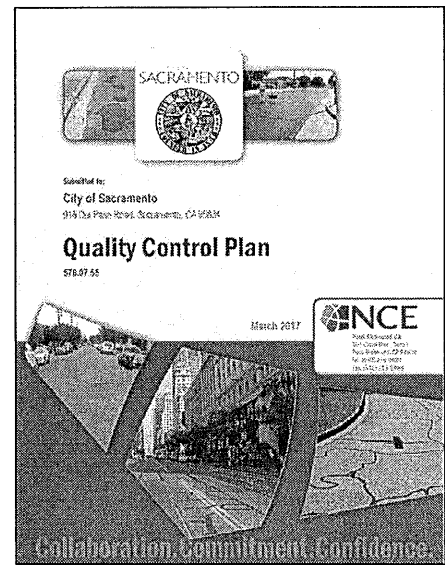
The first step in this process is having NCE and City staff meet in the field to drive some roads and review some of the variety of pavement conditions that exist in the City. This is a valuable exercise as it builds good dialogue and is an excellent way to get a handle on the types of issues and pavement preservation strategies that are presently working or have not worked for the City in the past.

Field QC Step 2: Pavement Inspection Calibration

Throughout the project, the NCE QC team will conduct independent inspections on selected sections in the City pavement network. As previously noted, NCE's engineers and technicians have been certified by MTC to conduct pavement condition surveys in accordance with StreetSaver® protocols. An adequate number of representative samples of pavement sites will be selected for the calibration.

They will include a range of:

- Pavement types (AC or PCC).
- Functional classes (arterial, collector, residential).
- Pavement condition or age.



Field QC Step 3: Re-Inspection "Check" (Internal)

A portion of all inspections will be re-inspected by other team members. Sections with a PCI that has a substantial point difference between the two surveys are flagged for revisit. All field members, including the inspection supervisor, review these sites and collectively determine the revised pavement distress measurements. If initial inspection is determined to be inaccurate, the equipment and members are retrained and issues are corrected before being allowed to continue with any further inspections.

A draft QC Plan will be submitted to the City for approval, and no field work will commence until a final plan has been accepted.

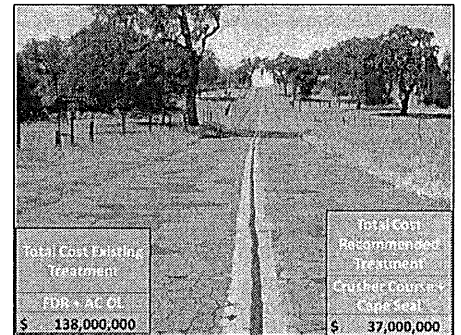
TASK 4. FUNDING ANALYSIS

Although this task was not explicitly described in the RFP, it is critical that the funding analysis be performed in order to provide the City with a multi-year workplan as well as to provide Council and the public with a clear sense of the long-term funding needs for the City. Therefore, NCE has included this additional task for the City's consideration.

MAINTENANCE STRATEGIES

NCE will first review the M&R strategies with City staff. This will include the recommendation and selection of appropriate treatments and the determination of treatment unit costs. This will also be an appropriate time to review the use of new/sustainable treatments or materials, such as PCC bonded overlays, rubberized asphalt, rubberized cape seals, microsurfacing, rejuvenators, cold-in-place recycling, full depth reclamation, warm mix asphalt, etc.

NCE's experience in pavement engineering and design, as well as local conditions, allows our staff to be able to provide the City with solutions that are innovative, sustainable, practical, and workable. For example, Dr. James Signore recently worked with Sonoma County to develop strategies for low volume rural roads that can save considerable costs (see graphic on right with proposed savings of over \$100 million).



Development of the M&R decision tree is a critical step in any pavement management update as it has a direct and significant impact on the final work plan that is developed, as well as the budgeting consequences. NCE's experience in pavement engineering and design, as well as local conditions, allows our staff to be able to provide the City with solutions that are practical and workable.

FUNDING ANALYSIS

NCE will then perform a **Budget Needs** analysis using an analysis period to be determined by the City. This will identify M&R requirements for each road section and determines the total maintenance and rehabilitation requirements over the entire analysis period. The Needs Analysis identifies road sections that need treatment and applies the M&R decision trees to each section. The costs are then summed for the entire period. This forms the basis for performing Budget Scenario evaluations, which optimize the street sections for repair under constrained budgets.

In simple terms, the Budget Needs analysis answers the questions: "If I have unlimited funding for street maintenance and repair, which streets should I fix? When should I fix them? What treatments should I apply? How much will it cost?"

The Budget Scenarios evaluation prioritizes sections for repair under constrained, realistic, budgetary assumptions. Multiple budget or target-driven scenarios will be performed after discussion with City staff.

Simply put, this module answers the question: "If I only have limited funds for street maintenance and repair, which streets have the highest priority for repairs, when should I perform the repairs, and how much will it cost?"

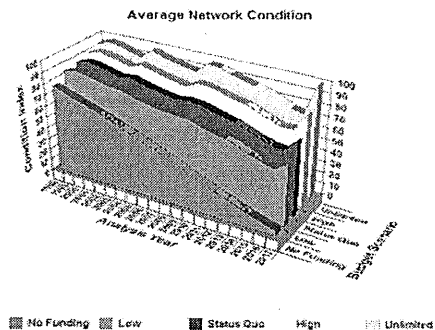
Examples of typical scenarios include:

- ❏ Impacts of existing funding levels
- ❏ Impacts to model drops in funding, e.g., if SB1 is repealed
- ❏ Impacts if there are increases in funding levels, e.g., if a new Measure B is placed on the ballot
- ❏ Funding required to achieve City goals

As part of the analysis, NCE will update the database to include prioritization criteria such as M&R history, vehicle ADT, and functional classification so that a realistic workplan can be prepared. Finally, NCE will provide the City streets selected for treatment from StreetSaver given a City budget that the City will then use as the basis for developing a multi-year CIP list. Our scope does not include developing a multi-year work plan with additional refinements to StreetSaver selected streets typically including field review/adjustments, aggregating/grouping streets, distributing or prioritizing by neighborhood, or selecting based on City defined criteria, which NCE has done for many other clients and can be provided for additional scope and fee.

Upon completion of the previous tasks, NCE will prepare a draft report for the City to review. The report will contain, at a minimum, the following information:

- ❏ Executive summary
- ❏ An inventory of all streets that will include street centerline miles, lane miles and area for the total network and by functional classification
- ❏ Current PCI for network and by functional classification
- ❏ Updated maintenance strategies based on best practices
- ❏ Recommended maintenance strategies for city crews
- ❏ Results of funding analyses
- ❏ Multi-year CIP list
- ❏ GIS maps



Upon receipt of the City's comments, NCE will complete the final report for submittal.

Deliverables:

- ❏ Draft report with multi-year CIP project list (electronic)
- ❏ Final reports (10 hard copies and 1 electronic copy)

TASK 5. ASSET DATA COLLECTION

The NCE team will also collect the roughness index/data at the same time as Task 2. This is extremely cost-effective as the same vehicle can collect both pavement distress data as well as the surface roughness.

Pavement smoothness is a key factor in determining roadway user satisfaction. To adequately represent drivers' opinions of roadway conditions, we use a laser road profiling device to measure roughness (or ride quality).

This laser sub-system is housed in the bumper of our collection vehicle and contains mounted lasers used for measuring heights to the road surface for the purpose of calculating road profile measurements. The lasers are positioned over wheel paths and provide high quality infrared height sensors. This laser module sends an infrared beam to the pavement and samples the height value at a rate of 16,000 times per second and these samples will be

averaged and referenced to time, GPS, and distance (at a recording rate every 1 inch) so that it may be aligned with the accelerometer data to provide longitudinal profile and roughness indices.

märker geospatial’s laser roadway profiling device meets the Class 1 ASTM E 950-98 designation for measuring the longitudinal profile of traveled surfaces. The results of our Class 1 laser precision profilers produce what is called an International Roughness Index (IRI). Since its introduction in 1986, IRI has become the road roughness index most commonly used worldwide for evaluating and managing road systems and is required for data provided to the United States Department of Transportation’s Federal Highway Administration (FHWA) in meeting Highway Pavement Management System (HPMS) submittal specifications.

Note that the roughness will only be collected on publicly accessible roadways, and assume a one-time mobilization to the City. All data will be populated in a City provided shapefile, and linked to the street ID of the StreetSaver® database. IRI data will be uploaded into StreetSaver user field.

Deliverables:

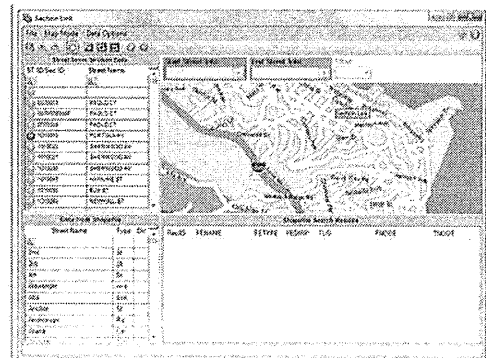
- Updated StreetSaver® database with International Roughness Index (IRI)

TASK 6. GIS MAPPING

The GIS linkage consists of matching segments in the basemap based on road name, type and/or direction. The GIS Settings Screen is used to create the link between the StreetSaver® database and the base map. The ShapeFile ID, Street Name, Street Type and Street Dir fields are selected from the available fields within the base map.

It is assumed that the City’s GIS shapefiles are updated and available for the linkage. Built-in queries are available with the toolbox to generate maps or export to shape files. Standard Queries include:

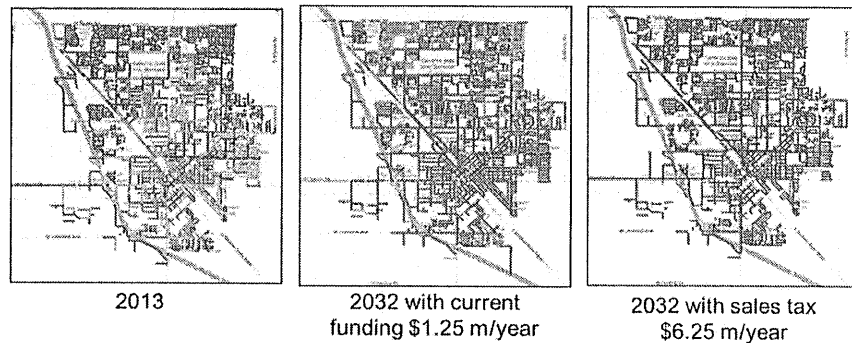
- PCI Range by street section
- Future PCI by street section
- Functional classification
- Maintenance Treatment History
- Impacts of different budget scenarios
- Sections Selected for Treatment



Once linked, powerful maps can be generated within minutes, as shown in the example below. Shapefiles can also be exported for other GIS functions within the City.

Deliverables:

- GIS shapefile linked to StreetSaver®
- Three maps with various attribute information (to be determined by City)



TASK 7. COUNCIL PRESENTATION

Finally, NCE will prepare and present the results to the City Council. This may be a short (15 to 20 minutes) informational item, or could be a longer (1-2 hours) educational/advocacy workshop, depending on the City's needs. NCE has recently completed similar presentations to the Cities of Folsom, Davis and Redondo Beach as well as the Board of Supervisors in Amador, Ventura, Santa Cruz and Humboldt Counties.

Part of NCE's value to the City is the information that we can bring and share from other agencies, and the results of tight budgetary constraints. We can also share the perspective of our work in the California Statewide Needs Assessment study, which included an assessment of all 539 cities and counties.

This task includes one meeting with City staff prior to the presentation to discuss items such as the goal of the presentation, the level of knowledge and backgrounds of the audience, the number of stakeholders involved and other potential issues.

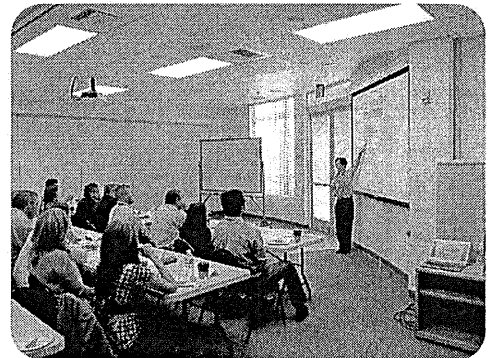
Deliverables:

- ❖ Powerpoint slides
- ❖ Presentation at City Council

TASK 8. TRAINING & TECHNICAL SUPPORT

NCE will prepare and present one six-hour training class. The class will cover basic PMS software operations, including how to access the program and setup various user accounts, and an overview of the features available. Areas to be covered will include:

- ❖ Creating or editing street sections
- ❖ Entering maintenance and rehabilitation treatments
- ❖ Revising the M&R decision tree
 - Identifying treatment strategies
 - Determining appropriate unit costs
- ❖ Creating budget scenarios
 - Project selection tools
 - Target-driven analysis
 - Needs analysis
- ❖ Generating reports
 - Pre-defined reports
 - Budgetary reports
 - Custom reporting tool
- ❖ GIS Linkages



All materials will be provided by NCE. It is assumed that the training will be conducted on-site and will include up to two City staff members. ***It is assumed that computers will be provided by the City as well as internet access.***

NCE has prepared and trained over 100 agencies in California on the StreetSaver® software. This includes developing all the training materials, ensuring interaction in the training as well as conducting the training. Training courses we have developed include Basic Computer Skills, Budgetary Analyses, How to be a Champion, GIS Linkage, Custom Report Wizard, and Project Selection.

At the end of the training, City staff will be able to perform additional funding scenarios as desired, and generate new or revise the multi-year prioritization plans.

In addition, up to 40 hours of technical support will be provided on an as-needed basis for up to one year after completion of the project.

Deliverable:

- ☛ Training manuals for City staff
- ☛ GIS maps produced by City staff during training
- ☛ Technical support

OPTIONAL TASKS

City may require additional tasks as its direction.

SCHEDULE

NCE proposes the following schedule to deliver the project following Notice to Proceed.

Task Description	Months from Notice to Proceed						
	1	2	3	4	5	6	7
Task 1 - Project Management	█	█	█	█	█	█	
Task 2. Data Collection & Data Input		█	█				
Task 3. QA/QC			█				
Task 4. Funding Analysis/Reports/CIP Project Lists							
<i>Draft Report</i>				█			
<i>City Review</i>					█		
<i>Final Report</i>						█	
Task 5. Asset Data Collection							
<i>Roughness Index</i>		█	█	█	█		
Task 6. GIS Mapping		█					
Task 7. Council Presentation	At City's Convenience						
Task 8. Training & Technical Support							

Assumptions

- Task 2 and 5 assumes no weather delays.
- Task 6 assumes one month for City review.

Contract for Services
Nichols Consulting Engineers
March 21, 2018

EXHIBIT C
SCHEDULE OF PERFORMANCE



Pavement Management System Update

SCHEDULE OF PERFORMANCE

SCHEDULE

NCE proposes the following schedule to deliver the project following Notice to Proceed.

Task Description	Months from Notice to Proceed							
	1	2	3	4	5	6	7	
Task 1 - Project Management	█	█	█	█	█	█	█	
Task 2. Data Collection & Data Input		█	█					
Task 3. QA/QC			█					
Task 4. Funding Analysis/Reports/CIP Project Lists								
<i>Draft Report</i>				█				
<i>City Review</i>					█			
<i>Final Report</i>						█		
Task 5. Asset Data Collection								
<i>Roughness Index</i>		█	█	█	█			
Task 6. GIS Mapping		█						
Task 7. Council Presentation								
Task 8. Training & Technical Support								
							At City's Convenience	

Assumptions

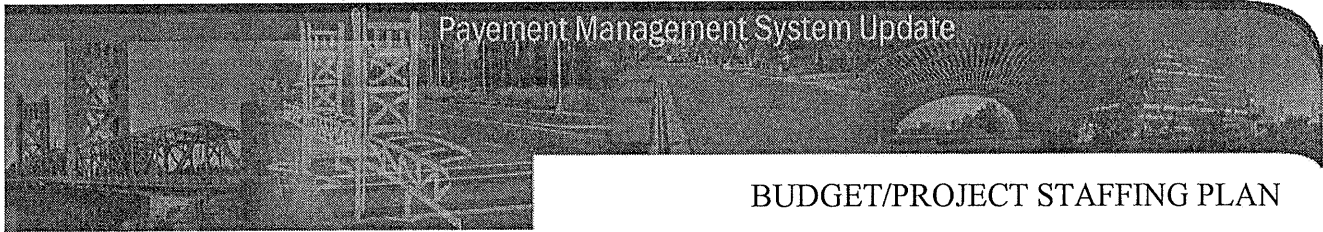
Task 2 and 5 assumes no weather delays.

Task 6 assumes one month for City review.

Contract for Services
Nichols Consulting Engineers
March 21, 2018

EXHIBIT D

BUDGET/PROJECT STAFFING PLAN



Pavement Management System Update

BUDGET/PROJECT STAFFING PLAN

COST PROPOSAL

NCE proposes the following cost for the City's project.

Task Description	Hourly Breakdown by Personnel					Marker & Other Direct Costs	Total Cost
	Project Manager	QC/QA Manager	Snr/Project Engineer	Field Technician	Clerical		
Task 1 - Project Management	8		8			\$ 340	\$ 3,740
<i>StreetSaver reactivation & license (1 year)</i>						\$ 3,160	\$ 3,160
Task 2. Data Collection & Data Input	4		8	64		\$ 20,420	\$ 28,700
Task 3. QA/QC		8	8	32		\$ 400	\$ 6,300
Task 4. Funding Analysis/Reports/CIP Project Lists	16	4	72		8	\$ 1,260	\$ 17,000
Task 5. Asset Data Collection							
<i>Roughness Index</i>			8			\$ 2,100	\$ 3,300
Task 6. GIS Mapping	4		40		4	\$ 3,280	\$ 10,600
Task 7. Council Presentation	8		24			\$ 200	\$ 5,800
Task 8. Training & Technical Support			40		8	\$ 960	\$ 8,600
Totals	40	12	208	96	20	\$ 32,120	\$ 87,200

Assumptions:

Task 1 includes meetings with City. StreetSaver reactivation & 1 year license included.

Task 2 assumes 200 miles of streets, and that City will provide GIS street centerline shapefile for all field work. Centerline & Pavement ID will be tagged in shapefile. Field work assumes one-time mobilization to City. All pavement inspections will be as per MTC protocols.

Task 3 includes 5% QC field checks for work in Task 2.

Task 5 assume 200 centerline miles of streets, and roughnes index will be uploaded to StreetSaver user field.

Task 6 includes MTC upload costs for GIS shapefile.

Meetings are included in Tasks 1, 4, 7 and 8.

NCE RATE SCHEDULE

SCHEDULE OF CHARGES 2018

PROFESSIONAL SERVICES

Principal	\$250/hour
Associate	\$200/hour
Senior	\$175/hour
Project.....	\$150/hour
Staff.....	\$130/hour

TECHNICAL SERVICES

Senior Construction Manager*	\$135/hour
Senior Designer	\$140/hour
Senior Technician	\$120/hour
Construction Inspector*	\$120/hour
CAD Technician	\$110/hour
Senior Field Scientist	\$115/hour
Field Scientist	\$95/hour
Project Administrator.....	\$100/hour
Field/Engineering Technician	\$95/hour
Clerical.....	\$80/hour

CONTRACT LABOR

From time to time, NCE retains outside professional and technical labor on a temporary basis to meet peak workload demands. Such contract labor will be charged at regular Schedule charges.

LITIGATION SUPPORT

Expert testimony in depositions, hearings, mediations, and trials will be charged at 300% of the above rates.

EQUIPMENT

Plotter Usage.....	(separate fee schedule)
Truck	\$100/day
Automobile	IRS Standard Mileage Rate+15%
Falling Weight Deflectometer Testing.....	\$3,500/Day
Coring.....	\$4,500/Day
Environmental Equipment	(separate fee schedule)

OUTSIDE SERVICES

Rental of equipment not ordinarily furnished by NCE and all other costs such as special printing, photographic work, travel by common carrier, subsistence, subcontractors, etc.cost + 15%

**COMMUNICATION/
REPRODUCTION**

In-house costs for long-distance telephone, faxing, postage, printing and copying..... project labor charges x 5%

TERMS

Billings are payable upon presentation and are past due 30 days from invoice date. A finance charge of 1.5% per month, or the maximum amount allowable by law, will be charged on past-due accounts. NCE makes no warranty, either expressed or implied, as to its findings, recommendations, specifications, or professional advice except that they are prepared and issued in accordance with generally accepted professional practice.

*Rate will be adjusted by NCE to comply with the Prevailing Wage Rate Determinations in the locality of the work as set by the California Department of Industrial Relations.

**Rates are subject to annual 3% cost of living increase each year for the duration of the contract.

MÄRKER GEOSPATIAL, LLC RATE SCHEDULE

**märker geospatial
 Schedule of Charges 2018**

The list of hourly rates for all proposed Marker Geospatial project staff may be used for any additional work outside this scope. Fees will include all direct and indirect costs.

Professional and Technical Services

Staff Categories		Rates
Profession Associate / Technical Advisor	PA	\$150
Project Manager	PM	\$124
Staff Engineer	SE	\$119
GIS/Software/Technical Specialist	TS	\$103
Data/Program Analyst	DA	\$98
GIS / CAD Technician	GC	\$93
Field / Survey Technician	FT	\$83
Administration / Clerical	AD	\$60

Field Services Resources

- Automated Pavement Inspection /LiDAR Mapping \$3,700/Day
- Field Inventory Road Right-of-way Surveys\$1,400/Day
(inventory mapping / condition assessments)

Terms

These rates will hold valid for the entire 2018 calendar year. A cost of living increase will be applied to rates for each accumulative year. Outside services and consultants and/or any additional onsite expense include costs + 15%.

Billings are payable upon presentation of invoice and are due 30 days from invoice date. Accounts over 30 days past invoice date will be subject to a monthly service charge of 1.5% (18% per year) on the unpaid balance.

EXHIBIT E

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.

MEETING DATE: March 21, 2018

ITEM # 22

SUBJECT:

**CONSIDERATION OF THE WEST SACRAMENTO/VIA ON-DEMAND
RIDESHARE PILOT SERVICE FEATURES, BRANDING, AND PROGRESS REPORTING FRAMEWORK**


INITIATED OR REQUESTED BY:

[] Council [X] Staff

[] Other

REPORT COORDINATED OR PREPARED BY:

Sarah Strand, Assistant Transportation Planner
Jason McCoy, Supervising Transportation Planner


Denix Anbiah, Director
Public Works Department

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

OBJECTIVE

The purpose of this staff report is to provide an update to the City Council on the status of the West Sacramento/Via On-Demand Rideshare Pilot that is currently underway, discuss staff recommendations and obtain approval of key service features, and obtain approval of the proposed framework guiding the subject matter and content for future monthly progress reports to the City Council.

RECOMMENDED ACTION

Staff respectfully recommends that the City Council receive staff's presentation on key service features for implementation during the "Initial Launch" (Phase 2) of the West Sacramento/Via On-Demand Rideshare Pilot; and:

- 1) Approve of staff's recommendations regarding key service features, including initial phased launch plan approach, proposed citywide service area, initial fares and hours of operation, service standards (including walk distance and wait times), and age restrictions, and Pilot branding concepts;
- 2) Approve Phase 2 "Initial Launch" of service on May 14, 2018;
- 3) Approve the proposed framework for future City Council progress reports and provide additional content recommendations; and
- 4) Provide feedback and recommendations in identifying key community hubs and potential Pilot partnerships.

BACKGROUND

Over the course of the past year, staff has presented multiple reports to the Transportation, Mobility and Infrastructure (TMI) Commission and City Council to introduce and develop the concept for an on-demand, flexible transportation service aimed at enabling car free living and enhancing mobility for community members underserved by existing public transit. The Pilot Flexible Transportation Service concept, now referred to as the "West Sacramento/Via On-Demand Rideshare Pilot", ("the Pilot") was first presented as a component of the City's broader Mobility Action Plan (MAP) to the TMI Commission on March 6, 2017, and to the City Council on April 19th, 2017. Since then, staff has taken actions to procure a service provider to enable the deployment of a citywide, on-demand rideshare service aimed at reducing vehicle miles travelled (VMT) by providing a viable alternative to driving, and improving access for residents by introducing more sustainable, affordable mode choices. City Council engagement completed and actions taken to-date are as follows:

Meeting	Report Topic/Action Taken
April 19, 2017	Introduced Mobility Action Plan & Pilot On-Demand Flexible Transportation Service. City Council directed staff to release a Request for Proposals.
July 26, 2017	Workshopped conceptual service designs for the Pilot service. City Council Directed Pilot scope to be citywide, encourage pooling, and provide point-to-point service.
August 16, 2017	Presented shortlist of proposals from RFP for the Pilot service. City Council approved staff's recommended shortlist to advance to evaluation and selection.
November 1, 2017	Presented the evaluation panel's top-ranked, recommended firm, Via Transportation Inc. City Council approved the recommendation and directed staff to proceed to contract development.

January 17, 2018	Submitted request for Award of Contract and allocation of funding for contract expenses. Executed contract, approved funding and directed staff to give monthly Council updates.
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Under the executed service contract, Via (contracted under the name NoMad Transit, LLC) will scale to deploy a city-wide, network-optimized, on-demand rideshare service using up to ten (10) donated Mercedes Metris vans driven by locally sourced Transportation Network Company (TNC) driver partners. Users will be able to hail a shared ride on the co-branded Via-West Sacramento service using a smartphone app, or by calling in to book a ride. In the event demand for the service exceeds the Metris fleet supply, Via will be permitted to invite TNC drivers onto the network using their personal vehicles to maintain a high quality of service.

The Pilot will be rolled out in three service phases: **Phase 1**, the preliminary service design, planning and preparation phase wherein the acquisition and customization of all labor, equipment, technology, and materials necessary to launch the service will occur (2-4 months); **Phase 2**, an Initial Launch period (4-6 weeks), wherein service hours may be adjusted over time alongside initial market analysis and promotions of the service; followed by **Phase 3**, the Full Launch period (~11 months), wherein changes to the service parameters would be more limited as the Pilot operated through the remaining term of the contract. Service performance will be continually monitored and reported quarterly; ultimately resulting in a comprehensive Final Performance Evaluation Report, which would be independently completed by the UC Berkeley Transportation Sustainability Research Center (TSRC).

The Pilot is currently in **Phase 1**. This phase is focused on establishing the new service on the ground in West Sacramento, including the localization and customization of Via's proprietary technology allowing it to operate on the local roadway network. Prior to the rollout of the Pilot service, Via is also working to grow the local operations through coordinated outreach to key businesses and stakeholders, driver acquisition, procurement of Wheelchair Accessible Vehicle (WAV) services, vehicle delivery and branding, and preliminary development of a marketing plan. Phase 1 includes targeted outreach to key stakeholders such as YCTD and the regional Bike Share vendor to identify any possible opportunities to encourage multi-modal linked trips in the City. At this time, a key step in Phase 1 is identifying the key service parameters that will define the Pilot on its first day of service (Initial Launch date).

Staff has been working closely with the Via deployment team to identify important trade-offs related to the service features in order to effectively communicate the rationale for the proposed service design to the TMI Commission and City Council, and in turn facilitate ample opportunities for both governing bodies to provide critical feedback on the potential policy implications of the service as a result. Key discussion topics will be presented by staff for City Council consideration.

ANALYSIS

At this time, staff recommends the following service features, as described below and in staff's presentation. Council feedback will shape the service model that will be deployed on the proposed Initial Launch date of May 14, 2018.

Initial Launch Plan Approach: The Pilot initial launch will cover the City of West Sacramento in full but will operate on slightly limited hours to allow Via to more efficiently use limited resources while building a demand base, collecting early user feedback including customer surveys, and leveraging the branded vehicles as a highly effective marketing strategy. This also allows for data collection and observation of how the Pilot is being used in the first 4 to 6 weeks, after which service hours could be expanded (Phase 3). Staff recommends proceeding with the phased launch approach, pending Council approval.

Initial Hours of Operation: The Initial Launch (Phase 2) is proposed to operate with slightly limited hours Monday through Friday, 7am to 7pm and Saturdays from 9am to 7pm to start. The service is not proposed to operate on Sundays and Holidays at this time. Based on experience in other cities, the Via team hypothesizes that demand will be greatest during weekday commuting hours, but will retain the flexibility to tweak hours of operation to be highly demand responsive. Phase 3 is anticipated to operate Monday through Friday from 7am to 10pm, and Saturday from 9am to 10pm, but may be modified based on actual demand and user feedback during the Initial Launch period, or to accommodate additional City direction. Additional opportunities will be brought to the Commission and Council as data and feedback is collected to discuss opportunities to provide special event service for major trip generators, such as River Cats baseball games at Raley Field, or whether there is sufficient demand to consider introducing weekend "Late-Night" service with slightly higher fares. At this time, staff recommends proceeding with the proposed limited hours for the Initial Launch, with the understanding that staff will return to City Council in advance of

the Full (Phase 3) Launch to discuss any modifications to the anticipated hours of operation moving forward.

Initial Fares: Beginning on the proposed Initial Launch date (May 14, 2018) the proposed fare during the Initial Launch phase of the Pilot is \$3.50 per trip per person. The service will provide nearly door-to-door service for a flat-fare anywhere within the City boundary. The price point for the service may be modified based on demand and customer feedback. Changes to the fare will be made conservatively to support a perception of consistency and reliability, however the Initial Launch phase will also allow the Via team to adjust fares within a range of \$2 to \$5 in order to identify an optimal fare which balances affordability and ridership with financial feasibility. The ultimate fare is subject to Council approval.

Staff recommends proceeding with the \$3.50 fare for the Initial Launch period and will return to Council in advance of the Full Launch to discuss any necessary modifications to the fares, and to discuss additional special fare programs. Specifically, special discounted fares could be developed for certain groups, subject to Council direction (i.e. - \$2 rides for eligible low-income seniors). In addition to purchasing rides on a per-trip basis, a subscription based "ViaPass" will also be considered to encourage consistent ridership, similar to a monthly transit pass.

Service Standards: A critical component of the service which the City must consider is the standard for service, which includes the walk distance and wait time the City deems acceptable for users to access a Via ride after making a ride request. The Via team has proposed high quality service standards when compared with traditional transit, which staff fully endorses and recommends as described below.

Wait Times: Via expects the average wait time for any user of the Pilot to be 6-8 minutes, with 80% of customers expected to be picked up in under 10 minutes and 90% of customers expected to be picked up in under 15 minutes. The Maximum ETA, or the absolute longest amount of time a customer would have to wait for a Via van to arrive after requesting a ride is expected to be 21 minutes, which is anticipated to occur for less than 10% of all customers.

Walking Distance: The longest distance the Via Pilot service would ask a customer to walk to meet the Via van is 1/10 mile, or approximately 500 feet, although most walking distances will be shorter than the maximum and some may even be door-to-door if it is optimal for the network. This distance has been identified as the "sweet spot" for maximum walking distance through experience in other locations.

In addition, staff expects to work closely with the Via team, and with input from the TMI Commission and City Council, to consider defining limited "door-to-door" service areas to serve specific use cases, such as locations where the typical use may have impaired mobility (i.e. – Senior facilities) or for places of business with large parking lots (i.e. – shopping centers, hotels).

Vehicle & Smartphone App Branding: In addition to extensive digital and traditional marketing and outreach strategies, the dedicated Mercedes Metris van fleet will serve as a critical marketing strategy to spur interest in the Pilot service from the community. This will be achieved by creating a visually interesting, recognizable vehicle brand that ignites community curiosity, then provides adequate information for community members to learn more about the service. Simultaneously, the team is seeking to cost effectively brand the ten (10) dedicated vehicles and is therefore limited to some extent in the elaborateness of the design. Alternatives have been presented to the City Council for feedback (See **Attachment 2**, Branding Designs).

Following internal consultation with other City departments, Staff recommends selecting branding design Option 3 (Golden "Swoosh"). There was consensus among staff members that the design is eye-catching, yet retains the official City logo which signals to users that the service is a public transportation option supported by City funds. Option 1 is not recommended as it was not considered by staff to support the City's unique identity or recognizable enough for use as a marketing strategy. Option 2 was not recommended by staff because it eliminates the Tower Bridge graphic from the City logo (as recommended to reduce graphic redundancy) which results in the service appearing less official. However, members of the TMI Commission also commented favorably on the bold bridge design of Option 2.

Staff also recommends using the "West Sacramento On-Demand" naming convention as opposed to using an abbreviation or other service name. The name "West Sacramento On-Demand" would be used both in the App and on the physical vehicles. Staff is requesting approval from the City Council on both the

branding graphics and service name, and welcomes additional suggestions that may be further developed and brought back to the Council.

Community Hubs & Partnerships: Staff has been working closely with Via to begin identifying key community hubs and potential partnerships. Major hubs and destinations would be visually highlighted in the Smartphone Application, and a discounted fare promotion is currently being discussed in coordination with the Yolo County Transportation District (YCTD) which would provide a free/discounted Via or Yolobus ride for Via users transferring to the Yolobus Downtown Shuttle, and vice versa. The intent is to implement the promotion after the Full Launch of service and use it to mutually encourage ridership on both services.

To avoid conflicts with existing fixed route services, the Via vans will be directed to avoid stopping in dedicated bus turn outs during the initial service. Staff is exploring installation of dedicated wayfinding signs to direct passengers to designated Via pick-up/drop-off point at the Transit Center utilizing existing 2-hr on-street parking in front of Los Rios Community College to facilitate curb management and deter conflicts. This promotional model has not been finalized as coordination with YCTD is continuing throughout the remainder of Phase 1 as feedback and alternative ideas are requested. In addition, staff is actively seeking coordination with JUMP, the incoming regional bike share provider, to explore similar co-promotional activities that would encourage linked and active multi-modal trips.

Lastly, the Via team is interested in exploring various partnerships with local businesses and employers. Local businesses could participate by providing a discount on their goods/services for customers who arrive by Via to help alleviate parking demand challenges. Separately, Via is currently developing a corporate portal to allow for major employers to subsidize employees with free or discounted Via fares as part of their Commuter Benefit programs. Staff recommends continued exploration of the community hubs and partnerships described here and requests that the City Council provide additional feedback and direction on these concepts.

Age Restrictions: Per federal law, children between the ages of 13 and 18 will be legally able to use the Pilot service unaccompanied under two conditions: 1) they have the express consent of the parent or guardian; and 2) they are signed up for their own individual Via account in compliance with the Children's Online Privacy Protection Act (COPPA). Children under the age of 13 would not be permitted to use the service without a parent or guardian accompanying them on their trip. Staff is requesting approval from the City Council regarding age limitations and requests additional feedback on other potential local restrictions that may be applied to the service.

Subject to Council direction, staff has identified preliminary opportunities for the Pilot Via Rideshare service to support youth mobility, as transportation is a key barrier for many young people to access career and educational opportunities. Young community members may use the service to access River City High School, the Recreation Center, employment opportunities or out of school learning. Additionally, staff has been internally exploring the use of the service to support the transportation of CTE Career Pathways students who are engaged in paid career-ready internships as part of the West Sacramento Home Run initiative to and from their job sites during the summer of 2018. Additional information on this concept will be proposed to the City Council at a later time.

Planned Council & Commission Engagement

Attachment 1 provides a high level overview of the 2018 Council & Commission schedule for the Pilot, including key meetings and reporting milestones. This schedule is subject to minor deviations or with additional direction from the City Council. Per City Council's request, staff will be returning monthly to provide project updates and to allow for additional opportunities to review and consider potential policy implications of the service in greater depths as data from the operational Pilot service is collected and analyzed. Staff also plans on returning regularly to the TMI Commission. Staff proposes that the regular City Council reports include information on the following, as appropriate:

- Work Completed To-Date
- Overview of Ridership Data, Trends & Customer Feedback
- Issues that have arisen/been resolved
- Proposed/Implemented Service Modifications
- Development of Ongoing Marketing/Partnerships
- Quarterly Performance Reports
- Other Topics/Issues, as directed by the City Council

In addition, the City Council requested that staff return to conduct policy workshops on specific topics over the course of the Pilot project. Staff has developed the following list of potential topics for future meetings, submitted for City Council feedback and further direction:

Performance Metrics: Further discuss the goals of the Pilot and how the City will measure "success". While the Pilot may enable reduce VMT in some areas, there may be a net increase in VMT due to providing improved mobility for underserved communities, which often equates to improved access to important community amenities for disadvantaged communities (i.e. seniors, low-income residents). It will be critical for the City Council to provide feedback to assist staff in defining which outcomes of the Pilot will indicate success for West Sacramento.

Marketing Plan: As data and feedback on the Pilot is collected, the service can be better tailored to target key use cases. Staff proposes to return to City Council to present the types of use cases that emerge through the life of the Pilot to better understand who is (or is not) using the service and discuss whether additional marketing efforts or service modifications should be pursued to continue growing ridership from existing users and/or whether efforts should be made to attract new ridership.

Future Costs & Funding: As sufficient data is gathered on ridership and revenue recovery, staff proposes to return to further discuss potential future funding alternatives for how the Pilot may continue in future years, pending satisfactory performance. This could potentially include strategic partnerships with other agencies or businesses. Contingent on demand for the service, the City Council may also be presented with an opportunity to reinvest recovered revenues during the term of the Pilot to support service expansion.

Final Performance Evaluation: The findings from the final performance evaluation report will be brought forward to Council as a workshop to allow the City Council to fully deliberate the impacts of the Pilot service following the 1 year test period. This workshop will determine whether the City elects to continue services with Via.

Mobility Action Plan (MAP) Integration: As data from the Pilot is gathered, staff will propose revisiting implications of the Pilot service for the broader mobility network. As sufficient data becomes available, staff proposes reassessing the existing fixed-route transit network in partnership with YCTD and City Council to identify potential streamlining opportunities. If the City is awarded grant funding from the FY18-19 Caltrans Sustainable Planning Grant Program to fully develop the MAP, staff will further discuss: the role of the Pilot service in the City's future mobility system, linkages with other new and shared mobility options and technologies, and considerations related to curb space and roadway design.

Other Topics/Issues: As directed by the City Council.

Staff is requesting that City Council identify any specific questions/topics related to the Pilot that they would like for staff to present/report on at future Council meetings, but are not reflected here. Council is also asked to indicate any specific meeting date or timeframe in which they'd like a report to be brought back, as appropriate.

Environmental Considerations

On January 17, 2018, the City Council approved a Categorical Exemption for this project under Class 6, Guidelines Section 15306 (Information Collection) of CEQA since the Pilot will focus on data collection, research and evaluation activities which do not result in a serious or major disturbance to an environmental resource and will inform the City's consideration of approving and funding the service for additional years. A Notice of Exemption has been submitted to the County Clerk's Office.

Commission Recommendation

On March 5, 2018, staff presented a report in substantially the same form to the Transportation, Mobility & Infrastructure (TMI) Commission. The TMI Commission moved in support of staff's recommendations, with the following comments requested for City Council consideration:

- Support phased launch approach.
- Community partnerships could include promotions and outreach with Raley Field, Chambers of Commerce, BBCAN, River City High School, and State workers.
- Monitor demand and customer service to consider expanding Late-Night Service, Special Events Service, and/or consider expanding to one or more drop-off points in Downtown Sacramento during the Pilot to accommodate demand outside the City of West Sacramento.

- Option 2 “Bridge” branding was preferred by Commissioners that commented on the design, but expressed that the redundancy of two bridges in both the City logo and the large Bridge graphic should be avoided. As a result, the city logo “bridge” was removed, limiting the graphic in Option 2 to the larger “bridge” over the side-rear of the vehicle for Council consideration.
- Ensure that vehicle design conveys the message that the Pilot is a City endorsed and funded program.
- Continue exploring opportunities to link multi-modal trips (i.e. – add bike racks, partner with Bike Share).
- Make sure to do ample outreach to older adult community and consider translating materials to other languages (including Russian and Spanish) where feasible.

Strategic Plan Integration

This project advances the Strategic Plan Management Agenda item, “Mobility Action Plan.”

Alternatives

The Council’s primary alternatives are summarized below:

- 1) Receive staff’s presentation on the proposed features of the West Sacramento/Via On-Demand Rideshare Pilot and wholly approve of staff’s recommendations regarding key service features, branding, an Initial Launch date of May 14, 2018, and proposed framework for future City Council progress reports.
- 2) Receive staff’s presentation on the key features of the pending West Sacramento/Via On-Demand Rideshare Pilot, and approve staff’s recommendation with specific alterations to the service parameters, branding, framework for progress reporting, and/or launch date proposed by staff.
- 3) Receive staff’s presentation on the key features of the pending West Sacramento/Via On-Demand Rideshare Pilot, and decline to endorse staff’s recommendations.
- 4) Decline to receive staff’s presentation and request that this item be rescheduled for a future meeting.

Alternative 1 is staff’s recommended action, however Staff is prepared to follow direction under Alternative 2, subject to additional budgetary impact analysis that would need to accompany the Commission’s recommendation to Council. Alternatives 3 or 4 would hinder staff’s ability to incorporate TMI Commission feedback in advance of the March 21 City Council meeting and could result in a delay in the launch of the Pilot service.

Coordination and Review

This report was prepared by the Traffic and Transportation Division of the Public Works Department in coordination with the Via Transportation, Inc. project team and other City departments. Vehicle branding alternatives were developed in coordination with the Communications and Media Division of the City Manager’s Office. Components of the Community Hubs and Partnerships section were coordinated with the Yolo County Transportation District.

Budget/Cost Impact

This project has an approved budget of \$749,000 funded by a \$149,999 SACOG TDM Innovation Grant and a Council allocation of \$599,001 from using local Transportation Development Act (TDA) funds [a combination of State Transit Assistance (STA) and Local Transportation Funds (LTF)].

Of the total project, roughly \$460,000 is obligated for purchased transportation services, which covers the subsidization of the cost to provide flat-rate rides anywhere in the City by paying for variable driver-partner wages, fuel and overhead for the hours the service it is in operation. Should the proposed service parameters be altered dramatically (i.e. – increasing to 24 hour service, or reducing fares to \$1), it would expend funds at a faster rate than planned, and could have ripple effects on the ability to: operate the Pilot for the full year, provide as many rides, or recoup revenues for reinvestment into additional service. Dependent upon proposed alterations to the recommended service parameters, staff will need to conduct a budget impact analysis in conjunction with the Via team to fully understand potential trade-offs.

ATTACHMENT(S)

- 1) 2018 Council & Commission Schedule Overview – West Sacramento/Via On-Demand Rideshare Pilot
- 2) Vehicle and Application Branding Design Concepts

2018 COUNCIL & COMMISSION SCHEDULE OVERVIEW VIA ON-DEMAND RIDESHARE PILOT

PROJECT PHASE	STARTING	ENDING	PROJECT PHASE	SUBMIT BY	COUNCIL
CONTRACTING & NEGOTIATIONS	10/01/2017	01/05/2018	QUARTERLY REPORT #1	08/06/2018	09/19/2018
CITY CONTRACT EXECUTED	01/08/2018	01/17/2018	QUARTERLY REPORT #2	11/16/2018	12/05/2018
SACOG GRANT AGMNT	12/05/2017	02/23/2018	QUARTERLY REPORT #3	02/28/2019	03/2019
PHASE 1 PRELIMINARY WORK	02/13/2018	05/13/2018	FINAL PERFORMANCE REPORT	07/2019	08/2019
PHASE 2 INITIAL LAUNCH	05/14/2018	06/15/2018	<input type="checkbox"/> TMI Commission Meeting <input checked="" type="checkbox"/> Council Meeting (Regular Update) <input type="checkbox"/> Council Meeting (Workshop)		
PHASE 3 FULL LAUNCH	06/18/2018	05/07/2019			

JANUARY							FEBRUARY							MARCH							APRIL							MAY							JUNE						
M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
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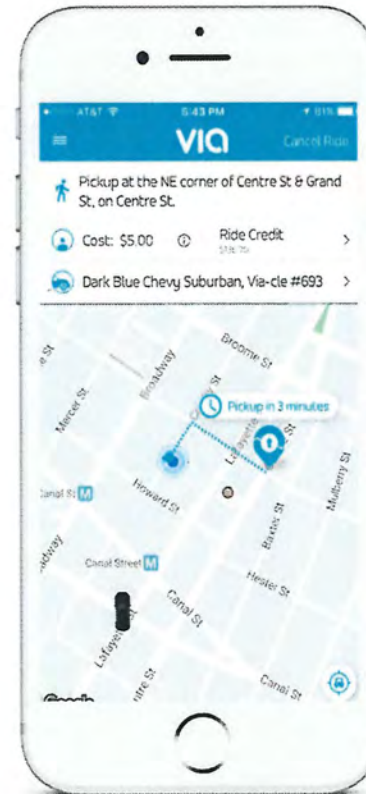
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30	31																									31																

City Holidays/Closures

WEST SACRAMENTO ON-DEMAND

App design

Proposed Co-Branding



WEST SACRAMENTO ON-DEMAND

Vehicle branding

Option 1- Original



WEST SACRAMENTO ON-DEMAND

Vehicle branding

Option 2 – Bridge



WEST SACRAMENTO ON-DEMAND

Vehicle branding

Option 3 – Golden “Swoosh”

