CITY OF WEST SACRAMENTO
REGULAR MEETING OF THE WEST SACRAMENTO CITY COUNCIL AND
WEST SACRAMENTO REDEVELOPMENT SUCCESSOR AGENCY & WEST SACRAMENTO FINANCING AUTHORITY
AUGUST 16, 2017 AGENDA

Christopher L. Cabaldon, Mayor

Mark F. Johannessen, Mayor Pro Tem
Christopher T. Ledesma, Council Member
Beverly A. Sandeen, Council Member
Quirina Orozco, Council Member

Martin Tuttle, City Manager
Jeffrey Mitchell, City Attorney

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

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

GENERAL ADMINISTRATION FUNCTION – PART I

1A. **PRESENTATIONS BY THE PUBLIC ON MATTERS NOT ON THE AGENDA WITHIN THE JURISDICTION OF THE COUNCIL.** The Council is prohibited from discussing issues not on the agenda brought to them at this time. According to State Law (the Brown Act), items must first be noticed on the agenda before any discussion or action.

1B. **COUNCIL COMMUNICATIONS / ASSIGNMENTS**

Age-Friendly Communities Task Force ---------- Sandeen, Johannessen
Align Capital Region ---------- Cabaldon
Bikeshare Policy Steering Committee ---------- Cabaldon
City/County 2x2 ---------- Sandeen, Orozco
City/School 2x2 ---------- Orozco, Cabaldon
Delta Protection Commission ---------- Cabaldon; Alternate - Ledesma
Executive Commission for the Homeless 10-Year Plan ---------- Johannessen
EIFD Public Financing Authority ---------- Ledesma, Cabaldon, Sandeen
Local Agency Formation Commission ---------- Sandeen
Port District Commission ---------- Ledesma; Johannessen; Sandeen; Cabaldon; Alternate - Orozco
Regional Water Authority ---------- Orozco
River City Regional Stadium Financing Authority ---------- Cabaldon, Orozco
Riverfront Joint Powers Authority ---------- Cabaldon, Ledesma
Sacramento Area Council of Governments (SACOG) ---------- Cabaldon; Alternate - Ledesma
Sacramento Regional County Sanitation District Board ---------- Orozco; Alternate - Sandeen
Streetcar Policy Steering Committee ---------- Cabaldon; Ledesma; Alternate - Orozco
Successor Agency Oversight Board ---------- Cabaldon
Water Resources Association ---------- Sandeen
West Sacramento Area Flood Control Agency JPA ---------- Sandeen; Alternate - Ledesma
West Sacramento Housing Development Corporation Liaison ---------- Johannessen
Yolo County Children's Alliance ---------- Orozco
Yolo County Housing Authority ---------- Johannessen
Yolo County Transportation District ---------- Ledesma; Alternate - Sandeen
Yolo Habitat Conservancy ---------- Ledesma; Alternate - Orozco
Yolo-Solano Air Quality Management District ---------- Johannessen; Alternate – Vacant
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.

CONSENT AGENDA

2. **COMMUNITY DEVELOPMENT/DEVELOPMENT ENGINEERING**
STATUS UPDATE ON THE STORM DRAINAGE AND STORMWATER MASTER PLAN UPDATE. (HAMILTON)

Comment: The first ever City-wide Storm Drainage and Stormwater Master Plan is currently underway. This report will update the City Council on staff's progress toward a city-wide master plan for storm drainage and stormwater as well as related surveying and GIS mapping of storm drainage facilities.

3. **COMMUNITY DEVELOPMENT/DEVELOPMENT ENGINEERING**
CONSIDERATION OF RESOLUTION 17-64 APPROVING THE PARCEL MAP, PRIVATE ROAD AGREEMENT AND SUBDIVISION IMPROVEMENT AGREEMENT FOR SUBDIVISION 5085 "NIHAL PLAZA" LOCATED AT THE CORNER OF REED AVENUE AND STILLWATER ROAD. (HAMILTON)

Comment: The Subdivision Map Act and the City's Subdivision Ordinance require that parcel maps must be approved by City Council prior to recordation with the County. That approval also needs to include a subdivision improvement agreement if the improvements required for the subdivision are not yet completed.

4. **PARKS & RECREATION**
CONSIDERATION OF RESOLUTION 17-63 APPROVING THE APPLICATION FOR THE OUTDOOR ENVIRONMENTAL EDUCATION FACILITIES GRANT PROGRAM FOR HERITAGE OAKS PARK IMPROVEMENTS. (C. TUTTLE)

Comment: California State Parks Office of Grants and Local Services announced the availability of its Outdoor Environmental Education Facilities (OEEF) Grant Program earlier this year for projects that provide public outdoor structures and/or exhibits that facilitate focused learning in a natural outdoor setting. The Heritage Oaks Park site is a competitive candidate for these types of improvements and has the opportunity to become the City's first formal Nature Park. Staff is seeking Council approval for the OEEF Grant Program for multiple nature- and education-focused improvements to the Heritage Oaks Park site.

5. **PARKS & RECREATION**
RE-CONSIDERATION OF AGREEMENT WITH PROS CONSULTING TO COMPLETE THE PARKS & OPEN SPACE MASTER PLAN UPDATE AND RELATED RECREATION PLANNING AND DESIGN SERVICES. (C. TUTTLE)

Comment: Based on City Council direction at the July 26, 2017, City Council meeting, staff has updated the scope of work, and is seeking Council's re-consideration of approval for a contract with PROS Consulting for the Parks and Open Space Master Plan Update and related recreation planning and design services for the Stone Lock/Pioneer Bluffs areas.

6. **PARKS & RECREATION**
CONSIDERATION AND AWARD OF CONTRACT EXTENSION TO DOMINGUEZ LANDSCAPE SERVICES, INCORPORATED FOR LANDSCAPE MAINTENANCE OF THE COMMUNITY FACILITY DISTRICTS A, B, C, D, E, F, G, H, I, J, N, O, P, AND R. (C. TUTTLE)

Comment: Dominguez Landscape Services, Inc. has successfully maintained the landscaping for the Community Facility Districts A, B, C, D, E, F, G, H, I, J, N, O, P, and R for the past two years. The contract term ends on September 30, 2017. Staff is seeking Council approval to extend the current contract with Dominguez Landscape Services, Inc. for a 1-year term for landscape maintenance of the Community Facilities Districts.

7. **PARKS & RECREATION**
CONSIDERATION AND AWARD OF CONTRACT TO PARADIGM CONSTRUCTION FOR THE CONSTRUCTION OF THE SUBTILE ART FOUNDATION AND INSTALLATION IN THE BRIDGE DISTRICT. (C. TUTTLE)

Comment: The Bridge District Specific Plan implements contemporary place-making with a decentralized portfolio approach of creative spaces and experiences. Permanent and temporary art installations are planned to be integrated within retail, housing, commercial, and public areas near the River Walk. On September 23, 2015, the proposed sculpture titled *Subtile* by Federico Diaz, was unanimously selected. Staff is seeking Council approval to award a contract to Paradigm Construction for construction and installation of the *Subtile* art foundation in the Bridge District.

8. **PUBLIC WORKS/ENVIRONMENTAL**
CONSIDERATION OF COMPLIANCE OPTIONS FOR THE STATEWIDE TRASH PROVISIONS TO BE IMPLEMENTED THROUGH THE SMALL MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMIT. (ANBIAH)

Comment: On April 7, 2015, the State Water Board adopted statewide Trash Provisions to address the impacts trash has on the beneficial uses of the state's waters. Since trash is typically generated on land and transported to surface water, predominately through MS4 discharges, trash will be regulated under the Phase II Stormwater Permit. The City must now make a compliance method selection as the first step in complying with the Trash Provisions.

9. **PUBLIC WORKS/FACILITIES**
CONSIDERATION AND AWARD OF CONTRACT FOR THE WATER TREATMENT PLANT LAB BUILDING RE-ROOF TO D7 ROOFING SERVICES, INC. (ANBIAH)

Comment: Due to normal facility wear and tear the existing (1987) roof has far exceeded its life cycle. This project includes, existing roof tear-off, dry rot repairs, any additional/required insulation, new underlayment, new flashings/vents, drip edge, gutters, downspouts, and installation of new fiberglass-based asphalt shingles. The Water Treatment Plant Lab Bldg. Reroof project was requested and approved in the FY2013/14 Capital Improvement Budget. Seeking City Council consideration and award of construction contract with D7 Roofing Services, Inc.

10. **CITY MANAGER/CITY CLERK**
CONSIDERATION OF APPROVAL OF THE MINUTES OF THE JULY 26, 2017 REGULAR CITY COUNCIL MEETING. (RANKIN)

TIME-SET (approximately 7:30 pm)

11. **ADMINISTRATIVE SERVICES/FINANCE**
PUBLIC HEARING AND CONSIDERATION OF RESOLUTION 17-7 AMENDING THE WATER AND SEWER CONNECTION FEES. (WRIGHT)

Comment: The City has substantially completed updates to the City's Water and Sewer Master Plans, including the respective financing chapters that address proposed adjustment to the City's water and sewer connection fees. Resolution 17-7 has been prepared to provide a recommendation for adjustments and amendment to the City's Book of Fees.

Recommendation: It is respectfully recommended that the City Council open and continue the public hearing to Wednesday September 20, 2017 at the hour of 7:30 p.m., or as soon as possible thereafter as the matter may be heard, at the Council Chambers, 1110 West Capitol Avenue, West Sacramento, California as the time and place, when and where the City Council will conduct a public hearing on the proposed update to the City's water and sewer connection fees.

12. **COMMUNITY DEVELOPMENT/PLANNING**
PUBLIC HEARING AND FIRST READING OF ORDINANCE 17-7 AMENDING TITLES 5 (BUSINESS LICENSES AND REGULATIONS) AND 17 (ZONING) OF THE MUNICIPAL CODE RELATED TO MEDICINAL AND NON-MEDICINAL CANNABIS LAND USES. (HAMILTON)

Comment: In response to the changes in State of California regulations for personal use of cannabis and implementation of licensing for medicinal and nonmedicinal cannabis commercial uses beginning January 2018, staff is bringing forward proposed municipal code amendments and regulations related to cannabis land uses within the City.

Recommendation: It is respectfully recommended that the City Council: 1) Conduct the public hearing; 2) Certify that Ordinance 17-7 is not subject to review under the California Environmental Quality Act (CEQA) pursuant to the following: CEQA Guidelines Sections 15060 subdivision (c)(2) and 15061(b)(3), Business and Professions Code Section 26055(h) and under the CEQA Guidelines Class 8 Categorical Exemption; 3) Waive the first reading and read by title only Ordinance 17-7, amending Titles 5 (Business Licenses and Regulations) and 17 (Zoning) of the Municipal Code related to cannabis land uses; and, 4) Inform the audience that the second reading and adoption of Ordinance 17-7 is tentatively scheduled for September 6, 2017.

13. **COMMUNITY DEVELOPMENT/PLANNING**
PUBLIC HEARING AND FIRST READING OF ORDINANCES 17-12 AND 17-13 REGARDING PROPOSED AMENDMENTS TO TITLE 17 (ZONING) OF THE MUNICIPAL CODE AND A DEVELOPMENT AGREEMENT AT 3911 WEST CAPITOL AVENUE. (HAMILTON)

Comment: This item seeks consideration of Ordinances 17-12 and 17-13. Ordinance 17-13 would amend the City's Municipal Code to permit cannabis manufacturing facilities and establish requirements for them. Ordinance 17-12 would approve a development agreement between California F.F.C.P. Organization DBA High End Medical Products and the City regarding a proposed cannabis manufacturing facility at 3911 West Capitol Avenue.

Recommended Action: It is respectfully recommended that the City Council: 1) Conduct the public hearing; 2) Find that approval of the proposed Municipal Code amendments and Development Agreement are exempt from further environmental review pursuant to Business & Professions Code §26055(H) and Class 1, Class 3, Class 5 and Class 8 Categorical Exemptions under the California Environmental Quality Act (CEQA) and find that the Exemptions reflect the independent judgment of the City as lead agency under CEQA; 3) Waive first reading and read by title only Ordinance 17-13 amending Title 17 (Zoning) of the Municipal Code related to cannabis manufacturing facilities; 4) Waive first reading and read by title only Ordinance 17-12 approving the Development Agreement between the City and California F.F.C.P. Organization DBA High End Medical Products; and 5) Inform the audience the second readings of Ordinances 17-12 and 17-13 are scheduled for September 6, 2017.

REGULAR AGENDA

14. **CITY MANAGER**
WORKSHOP ON A POTENTIAL POLICY FRAMEWORK FOR THE EXPENDITURE OF MEASURE E FUNDS. (BERLIN)

Comment: At its meeting of June 28, the Council expressed an interest in the development of a policy framework to govern the expenditure of Measure E funds. The purpose of this report is to facilitate the Council's discussion of potential components of that policy framework.

Recommendation: It is respectfully recommended that the City Council hear staff's presentation, conduct a discussion on potential concepts for inclusion in a Measure E policy framework, and provide staff with direction.

15. **PUBLIC WORKS/TRANSPORTATION**
CONSIDERATION OF APPROVAL OF A SHORTLIST FOR ADVANCEMENT IN THE PILOT FLEXIBLE TRANSPORTATION SERVICE PROCUREMENT PROCESS. (ANBIAH)

Comment: Per Council's request, staff is providing additional information on all proposals received in June 2017 in response to the Request for Proposals for a Pilot Flexible Transportation Service. Staff is seeking Council input on the recommended shortlist for advancement in the procurement process.

Recommendation: It is respectfully recommended that City Council receive staff's presentation and provide policy guidance and approval of a shortlist of qualified proposals to be advanced to the evaluation and selection phase.

16. **CITY MANAGER**
UPDATE ON 2017 BLOOMBERG MAYORS CHALLENGE APPLICATION PROCESS. (BERLIN)

Comment: The Mayors Challenge is a national competition sponsored by Bloomberg Philanthropies to help cities solve their most challenging problems. The purpose of this report is to provide the Council with an update on the City's application process for the 2017 Mayors Challenge competition.

Recommendation: It is respectfully recommended that the City Council receive an update on the 2017 Mayors Challenge competition.

ADMINISTRATIVE FUNCTION – PART II

17. 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
AUGUST 16, 2017 CLOSED SESSION AGENDA

Christopher L. Cabaldon, Mayor

Mark F. Johannessen, Mayor Pro Tem
Christopher T. Ledesma, Council Member
Beverly A. Sandeen, Council Member
Quirina Orozco, Council Member

Martin Tuttle, City Manager
Jeffrey Mitchell, City Attorney

6:00 PM Call to Order

1. CITY ATTORNEY

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

2. CITY ATTORNEY

Conference with Real Property Negotiator –- GC §54956.8
Negotiating Parties: Cindy Tuttle, City; Kale Wisnia, Kletterwald USA
Property: Heritage Oaks Parks, 1500 Lake Washington Blvd
Under Negotiation: Terms of Proposed Lease

3. CITY ATTORNEY

Conference with Labor Negotiator - GC §54957.6
Agency Negotiator: Laura Izon, Amanda Berlin
Employee Organization: Police Officers' Association, Firefighters' Association, Management, Specialists & Professionals, Confidential, Police Management Association

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

I, Kryss Rankin, City Clerk, declare under penalty of perjury that the foregoing agenda for the August 16, 2017 regular and closed session meetings of the West Sacramento City Council, Redevelopment Successor Agency and Financing Authority was posted August 11, 2017 in the office of the City Clerk, 1110 West Capitol Avenue, West Sacramento, CA and was available for public review.

Kryss Rankin, City Clerk

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

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

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

CITY OF WEST SACRAMENTO **AGENDA REPORT**

MEETING DATE: August 16, 2017 **ITEM #** 2

SUBJECT:

STATUS UPDATE ON THE STORM DRAINAGE AND STORMWATER MASTER PLAN UPDATE

INITIATED OR REQUESTED BY:

[ ] Council [X] Staff

[ ] Other

REPORT COORDINATED OR PREPARED BY:
Wendy Williams, Senior Civil Engineer

Charline Hamilton, Director
Community Development Department

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

OBJECTIVE

The objective of this report is to provide a status update to the City Council regarding the citywide Storm Drainage and Stormwater Master Plan (SDSWMP) Update.

RECOMMENDED ACTION

It is respectfully recommended that City Council receive the status update regarding the ongoing Storm Drainage/Stormwater Master Plan Update.

BACKGROUND

At any given time, the City is susceptible to flooding from breaks, breaches, or other problems related to the perimeter levee system; and capacity issues, blockages, and other concerns related to the internal drainage system. Major renovations are well underway for the perimeter levee system to decrease the City's vulnerability to flooding along its perimeter; however, not enough is known about the internal drainage system to definitively assess the internal drainage system vulnerabilities. Therefore, the City entered into a contract with a consultant (Wood Rodgers) in November of 2016 to focus on the internal drainage system of the City and its components, and to complete its first citywide Storm Drainage and Stormwater Master Plan.

The City's first Drainage Master Plan was completed in 1995, and focused on the Southport area to help guide development according to the City's General Plan and the Southport Framework Plan. This Southport Drainage Master Plan was updated incrementally with technical memos and model updates through the years, and comprehensively updated in 2001.

The North Area has never been the subject of a Storm Drain Master Plan. Consequently, there is limited information regarding the drainage infrastructure, and no current model of the drainage system in this area.

Although a Financing Study is not included with the current SDSWMP contract, a separate contract will be executed once initial results are available. The Financing Study will update the existing development impact fees in Southport, and explore options to pay for capital projects as well as ongoing operations and maintenance of storm drain and associated stormwater facilities.

ANALYSIS

Overview of the Storm Drainage/Stormwater Master Plan

The internal drainage system of the City is comprised of facilities - pipes, culverts, canals, ditches, detention basins, etc. - that are owned and maintained by various entities including the City, Reclamation Districts 900 and 537, the State (Caltrans), the Washington Unified School District, and one homeowners association (Touchstone Lake Association). Of these entities, Reclamation District 900 (RD900) owns and maintains the largest share of non-City facilities. All facilities are intimately integrated into the system such that each depends on the other facilities for a total working system. For example, runoff from any particular parcel within the City may move through facilities owned and/or maintained by multiple agencies prior to outfall into Lake Washington, the Sacramento River, the Yolo Bypass, or the Deep Water Channel. In order to understand the limitations and deficiencies of the system as a whole, we must look at all components. For this reason, we are

gathering information from certain facilities owned and/or operated by other agencies for modeling and condition assessment purposes.

Stormwater requirements will be incorporated into the Master Plan to the extent that they overlap drainage requirements. Recent and upcoming stormwater requirements from the City's Multiple Separate Storm Sewer System (MS4) permit require that the City manage stormwater flowing through its system and conduct activities that reduce and eliminate pollutants in stormwater discharge. Required activities now include inspection and maintenance of infrastructure and public and private facilities to identify and eliminate illicit discharges; installation of full trash capture devices to reduce trash in stormwater runoff; and inspection and maintenance of low impact development (LID) features such as bioswales, drain inlet modifications, or pavers, especially within City rights-of-way and easements. In order to meet these requirements, a clear understanding and model of the City's drainage system is required for both the North Area and Southport.

As a subset of the contract, the consultant is conducting field surveys of storm drain attributes - horizontal and vertical location, pipe size, invert elevations, manhole rim elevations, condition, etc. - of as many of the storm drain attributes in the North Area as possible within the available budget. This will include channels, basins, major ditches, culverts, and City pump stations as well as pipes and manholes. Individual drain inlets are not included, but this work is something that staff can complete incrementally as time and resources allow. The gathered information will be incorporated into the City's GIS map by the Consultant's team. Similar information is already incorporated into the City's GIS map for Southport. This data will provide much needed information about our existing facilities to aid in modeling, maintenance, future planning, and designs.

This Update will assimilate the existing Southport Drainage Master Plan, all previous technical memos, large-scale drainage plans, and the information noted above into one citywide Storm Drainage/Stormwater Master Plan. Ultimately, this Master Plan will guide development with respect to drainage, especially in areas that are primed for development including Southport, the Washington Area, and the Bridge District. Additionally, the Master Plan will identify deficiencies and establish a Capital Improvement Project list of existing facilities that need upgraded, modified, or renovated to address various deficiencies including but not limited to lack of runoff storage, undersized facilities, and poor facility condition.

The current schedule for the Storm Drainage/Stormwater Master Plan Update includes the following milestones:

August, 2017	Completion of surveys
October/November, 2017	Draft model for City review
November 2017 – January, 2018	Development of Capital Improvement Program
January, 2018	Final model
April, 2018	Draft Master Plan review
July, 2018	Final Master Plan

Staff intends to present another update on this project in early 2018 to discuss progress to date and funding strategies, but will return earlier at the Council's request, or if issues arise that require the Council's input.

Imperviousness Assumptions for Various Land Uses

The Storm Drainage/Stormwater Master Plan will include two separate models for the North Area and Southport since the areas are hydraulically separated from one another. These two models will simulate surface runoff and its movement through the system of streets, pipes, canals, basins, and pump stations to the outfall locations. In addition to information about the physical system, i.e. the pipes, canals, basins, etc., each large area (the North Area or Southport) is broken into smaller subcatchment areas and further broken down into pervious and impervious areas in order to predict runoff loads.

Imperviousness values are significant for modeling drainage systems as they inform the model of the estimated flow that will infiltrate versus that which will run off. Consequently, there are inherent risks to both overestimating and underestimating the imperviousness percentages. Underestimating imperviousness, e.g. assuming less hardscape than is actually constructed, could lead to undersized facilities and localized flooding, whereas the opposite assumption could lead to unnecessarily oversized facilities.

Imperviousness is typically represented as a percentage of the overall land area. For instance, the City's current imperviousness value for Low Density Residential published in the City Standard Specifications and Details is 30%, meaning that when designing for stormwater runoff, low density properties should be assumed to include 30% impervious area such as rooftops, driveways, and sidewalks. The City's published

imperviousness values were originally based on the 1996 Sacramento City and County Drainage Manual, and have not been modified since.

For areas of future development, drainage evaluations must assume an impermeable percentage based on acceptable building practices and allowable design criteria for each land use category. This assumption typically accounts for all anticipated impervious surfaces on a gross acre basis, including rooftops, streets, and parking areas. For areas that are already developed, the City's land use map has separated out the roadways and shown the land use classification only on the non-roadway parcels. Since the roadways are highly impermeable, excluding them from the classification creates a discrepancy that needs resolved to provide consistent results from the models.

Our Consultant performed a desktop analysis of a few different land use areas to compare actual percentage of impervious hardscape for developed areas to the current published values. After analyzing areas of varying ages within both the North Area and Southport, it was determined that composite imperviousness percentages were significantly higher when streets were accounted for, especially for the low-and medium-density land uses. High density areas tended to have lower composite imperviousness percentages than published values, but the sampling population is severely limited, and generally represents older construction. Consequently, our Consultant recommends that, for modeling purposes, our imperviousness percentages for low-and medium-density residential developments should be increased by 25%. In that case, the low-density percentage would increase to 55% from 30%, and the medium-density percentage would increase to 65% from 40%. It is important to note that these increases would be specific to storm drain modeling to resolve the incongruence between existing and future land use areas, and would not be reflective of a global City standard change. Staff concurs with our Consultant's findings and agrees that a 25% increase for those two land uses is appropriate.

The Consultant team also noticed that several of the land uses designated in the General Plan 2035, including Central Business District, Medium-High Density Residential, Corridor Mixed Use, Neighborhood Mixed Use, and Riverfront Mixed Use, are designations for which we do not have published imperviousness values. A single imperviousness percentage for these land uses may be hard to estimate considering the varied range of actual uses that could develop within these areas. However, staff will continue to work with our Consultant to determine the best imperviousness percentages for these land use designations and provide more information at the next City Council update.

Rainfall Assumptions

Rainfall depth, duration, and frequency predictions also heavily influence the runoff generated through the models. The models for this Master Plan Update will utilize XPSWMM software, which includes embedded Sacramento County hydrology (rainfall) standards. Those hydrology standards were developed prior to 1992, and our Consultant's communications with County staff indicate that although Sacramento County anticipates updating those standards in the "near future", there is no definitive timeline for that update. Conversely, the Yolo County City/County Drainage Manual published in 2009 included updated design rainfall specifically for the Yolo County area, including West Sacramento. The design rainfall analysis results were generated from record data from rainfall gages located within and immediately outside of Yolo County, and will be used for modeling due to their direct applicability to our location and more recent data.

Future Funding for Capital Projects and Operations/Maintenance

Much like the Water and Sewer Master Plans, the completed SDSWMP will provide information regarding the condition of existing facilities, and suggested upgrades, modifications, and renovations to maintain the system or increase the efficiency and capacity of the system where necessary. However, unlike water and sewer facilities, the City has very little funding dedicated to storm drainage/stormwater facility capital improvement work, or operation and maintenance.

In Southport, the previous Southport Drainage Master Plan (SDMP) identified regional (Southport-wide) deficiencies such as additional box culverts at major canal crossings, as well as planned local (sub-basin) facilities such as new detention basins, that were attributed to development. As Southport continues to build out, those deficiencies and new facilities are addressed on a project-wide level. The SDMP includes an impact fee program whereby all applicable properties pay into the Southport drainage funds as they develop. Project developers who install improvements are eligible for reimbursement if those improvements benefit more than just their project. As noted above, the current drainage impact fees for Southport will be updated with a Financing Study separate from the current contract.

Since the North Area has never been modeled for drainage, and a significant amount of information is still missing with regard to our existing infrastructure and facilities, there has never been a program to replace or update storm drainage system components in the North Area. Likewise, most drainage maintenance to date has been paid for with Road Maintenance Funds. In the latest approved budget, a small amount ($177,000) was approved for drainage maintenance and operations as well as some other functions and costs to support the Environmental Services Division of the Public Works Department.

Earlier this month, staff submitted two Notices of Interest (NOIs) to apply for Hazard Mitigation Assistance grants through CalOES and FEMA—one for up to $100,000 towards the completion of the SDSWMP itself, and one up to $10 million for localized flood reduction projects. If CalOES affirms our eligibility, a sub-application is due to CalOES by October 2, 2017 for their review and ranking, and subsequent submission to FEMA in November for potential award.

This status update is meant to provide a starting point for future discussions about funding strategies for drainage projects, operations, and maintenance. Staff intends to return to the City Council at a later date for input regarding funding shortfalls for a drainage-related Capital Improvement Program as well as ongoing operations and maintenance. That focused presentation and discussion will be scheduled once initial capital improvements are identified, likely sometime in early 2018. At this stage of information and data gathering, staff has no specific recommendations.

Commission Recommendation
By the time of this meeting, staff will have presented this item to the Environment and Utilities Commission on Monday, August 14, 2017. Any comments generated by Commission members will be provided to the City Council in a memorandum.

Strategic Plan Integration
Completion of a citywide Storm Drainage/Stormwater Master Plan will support the City's mission to provide *Quality Municipal Services*, *Quality City Infrastructure and Facilities*, and *Inspire Community Improvements* while encouraging a *Financially Sound* City Government.

Alternatives
City Council may decline to receive the status update or request that staff return at a later time to present the update.

Coordination and Review
The Storm Drainage/Stormwater Master Plan Update is being coordinated with the Public Works, Parks and Recreation, and Administrative Services Departments as well as multiple outside agencies as necessary, including Reclamation Districts 900 and 537, Caltrans, Washington Unified School District, and Touchstone Lake Association.

Budget/Cost Impact
The original project cost of $2,257,096 includes the current contract value of $1,880,913, with an associated City Manager authorization to amend the contract up to 10% ($188,091), and an additional 10% for staff project management. The new contract cost of $1,933,115 reflects an amendment of $52,202 to include a focused drainage analysis in support of the Grand/Casey Street project design. That amendment will be funded through the Bridge District Project Fund 405.

ATTACHMENT
N/A

CITY OF WEST SACRAMENTO **AGENDA REPORT**

MEETING DATE: August 16, 2017 **ITEM #** 3

SUBJECT:

CONSIDERATION OF RESOLUTION 17-64, APPROVING THE PARCEL MAP, PRIVATE ROAD AGREEMENT AND SUBDIVISION IMPROVEMENT AGREEMENT FOR SUBDIVISION 5085 "NIHAL PLAZA" LOCATED AT THE CORNER OF REED AVENUE AND STILLWATER ROAD.

INITIATED OR REQUESTED BY:

[ ] Council [X] Staff

[ ] Other

REPORT COORDINATED OR PREPARED BY:

Mark Collier, Principal Engineer

Charline Hamilton, Director
Community Development Department

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

OBJECTIVE

The objective of this item is to obtain City Council approval of Parcel Map 5085, "Nihal Plaza", which creates four parcels located at the corner of Reed Avenue and Stillwater Road, (see Attachment 1) along with the associated Private Road Agreement and Subdivision Improvement Agreement (Attachments 2 and 3).

RECOMMENDED ACTION

It is respectfully recommended that City Council adopt Resolution 17-64 (see Attachment 4) approving the Parcel Map, Private Road Agreement and Subdivision Improvement Agreement for Subdivision 5085, "Nihal Plaza", located at the corner of Reed Avenue and Stillwater Road.

BACKGROUND

Tentative Parcel Map 5085 was conditionally approved by the Planning Commission on June 16, 2016. This Parcel Map creates four commercial parcels of 1.8 acres, 1.9 acres and two parcels of 2.2 acres. The Map includes the creation of a private road for access and dedication of public utility easement for utility service to each parcel. The property is owned by Nihal Development, LLC.

ANALYSIS

As a condition of approval of said map, a Subdivision Improvement Agreement has been prepared which obligates the developer to complete all required public improvements necessary to serve the property. A copy of said Agreement is attached. Those improvements will be constructed with the first phase of project development. Required securities have been posted with said Agreement to secure the improvement obligation.

The Conditions of Approval also required that the Developer enter into a Private Road Agreement with the City. Said Agreement indemnifies the City against claims associated with any work to public improvements within the private roadways. A copy of said Agreement is attached.

Conditions of Approval 17 and 19 require the formation of an approved entity to provide maintenance of private roadway and utility improvements and provide a mechanism for parking enforcement. A final draft of the formation document for this entity is not complete at this time. However, a placeholder will be recorded with this map which requires that the final draft be completed to the satisfaction of the City prior to final inspection of the private improvements (see Attachment 5). Staff believes that this approach satisfies the Conditions of Approval and allows for the map to move forward in a timely manner

Commission Recommendation

N/A

Strategic Plan Integration

Approval of Parcel Map 5085 further promotes the City's Principles to Guide the Future, specifically by providing a "Strong Diverse Local Economy" and "Comfortable Lifestyle and Living".

Alternatives
In accordance with Section 66458 of the Government Code, if the map conforms to all requirements of the Subdivision Map Act and local subdivision ordinance applicable at the time of tentative map approval or conditional approval and any rulings made thereunder, the map shall be approved at the meeting at which the map is received or at the next meeting.

Coordination and Review
Parcel Map 5085 has been reviewed and recommended for approval by the Community Development Department and the City Surveyor.

Budget/Cost Impact
The map proponent pays for costs associated with the review and approval of this map per the approved fee schedule.

ATTACHMENTS
1. Parcel Map 5085
2. Private Road Agreement
3. Subdivision Improvement Agreement
4. Resolution 17-64
5. Declaration of Easements and Formation of Maintenance and Parking Enforcement Entity
6. Vicinity Map

PARCEL MAP NO. 5085
NIHAL PLAZA

BEING A SUBDIVISION OF LOT 2, AS DESCRIBED IN CERTIFICATE OF COMPLIANCE DOCUMENT NO. 2007-0034772, ALSO BEING A PORTION OF LOT 1 AND LOT 2, AS SHOWN ON THE PLAT OF SUBDIVISION NO. 3562, RIVERSIDE CENTRE, FILED IN BOOK 15 OF MAPS, AT PAGE 43

CITY OF WEST SACRAMENTO — COUNTY OF YOLO — CALIFORNIA

~~JUNE, 2016~~

SHEET 2 OF 2

SCALE: 1"=60'

SEPTEMBER 2016

JTS ENGINEERING CONSULTANTS, INC.

Add a North Arrow

LEGEND:

- ○ DIMENSION POINT
- ✕ FOUND 2-1/2" DISC IN MONUMENT WELL PER 15-M.B.-43 UNLESS OTHERWISE NOTED
- ⌀ SET 5/8" REBAR WITH PLASTIC CAP LS 5352
- ℄ CENTER LINE
- S.W.E. SIDEWALK EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- S.E. SEWER EASEMENT

REFERENCE:

(R1) RECORD PER 15-M.B.-43
(R2) RECORD PER 20-M.B.-60
(R3) RECORD PER DOC-2007-0034772

BASIS OF BEARINGS:

THE BASIS OF BEARINGS OF THIS SURVEY IS THE CENTERLINE OF REED AVENUE AS SHOWN ON PLAT OF SUBDIVISION NO. 3562 RIVERSIDE CENTRE, FILED IN BOOK 15 OF MAPS, PAGES 43, 44, 45 & 46 AND WAS ESTABLISHED BY FOUND MONUMENTS SHOWN HEREON.

NOTES:

1. THIS PARCEL MAP CONTAINS 8.176 ACRES, MORE OR LESS. Provide a copy for review and show them on the Map as "per note 2"
2. RECIPROCAL EASEMENTS BETWEEN PARCELS 1, 2, 3 & 4 ARE BEING CREATED BY THE "DECLARATION AND RESERVATION OF RECIPROCAL EASEMENTS" AND RECORDED CONCURRENTLY WITH THIS MAP (INST. NO. 2016-_____).
3. DOCUMENT NO. 2007-0042606 GRANTS RECIPROCAL EASEMENTS BETWEEN EXISTING LOTS 1 AND 2, AS SHOWN ON CERTIFICATE OF COMPLIANCE, RECORDED IN DOCUMENT NO. 2007-0034772, OFFICIAL RECORDS. EXACT LOCATIONS OF THE EASEMENTS ARE NOT DEFINED OF RECORD.

provide copy of document

Email a copy of the CC&R's per 2190 O.R. 681 and its revisions 2500 O.R. 498 and Inst. No. 86-25970 and show any easements on the map.

PARCEL 1
2.197± ACRES

PARCEL 2
2.244± ACRES

PARCEL 3
1.792± ACRES

PARCEL 4
1.943± ACRES

LOT 1 OF DOC- 2007-0034772
CERTIFICATE OF COMPLIANCE

LOT 10 OF 15-M.B.-43

LOT 3 OF 15-M.B.-43

REED AVENUE

STILLWATER ROAD

RIVERSIDE PARKWAY

℄ RIVERSIDE PARKWAY

The PUE & SWE along Stillwater and Reed are both 15'. The 12.5' PUE was only along Riverside Parkway.

12.5' P.U.E. PER 15-M.B.-43

15' S.W.E. PER 15-M.B.-43

23' P.U.E. PER 15-M.B.-43

TM shows 15' private SD Easement

Monument new parcel corners

Label "Subdivision Boundary"

15' S.E. PER 15-M.B.-43

Provide documentation for abandonment of easements per 2007-0042606

Provide Closure Calculation for the GPS Mark.

FOUND 3 1/4" BRASS DISK, GPS STATIC SURVEY MONUMENT #F13-12 PER 13-M&S-61

FOUND 3 1/4" BRASS DISK, GPS STATIC SURVEY MONUMENT #F12-02 PER 13-M&S-61

FOUND 2-1/2" DISC IN MONUMENT WELL PER 20-M.M.-60

2015-016

ATTACHMENT 1

ATTACHMENT 2

No recording fee pursuant to Government Code Section 27383

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:
City of West Sacramento
1110 West Capitol Avenue
West Sacramento, California 95691
Attn: City Clerk

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

AGREEMENT CONCERNING PRIVATE ROADS

THIS AGREEMENT Concerning Private Roads (the "Agreement") is made this _____ day of _____, 2017, by and between NIHAL DEVELOPMENT, LLC (**"Owner"**), and the CITY OF WEST SACRAMENTO, a municipal corporation organized and existing under the laws of the State of California (**"City"**), with respect to the following facts:

R E C I T A L S :

A. Owner is the owner of certain real property located within the corporate limits of the City (the "Property"), a legal description of which is attached hereto as Exhibit "A" and incorporated herein by reference.

B. Owner has presented a final map (the "Map", Tract No. 5059) of the first phase of the proposed subdivision of the Property (the "Subdivision") to the City that has been prepared in accordance with the Subdivision Map Act of the State of California, the subdivision ordinances of the City, and the tentative map of the subdivision previously approved by the City of West Sacramento. The proposed Subdivision is commonly known and described as the NIHAL PLAZA, and is hereinafter referred to as "the Subdivision."

C. Owner proposes that the streets within the Subdivision (the "Streets") be private streets. As private streets, maintenance and repair will be the responsibility of the Owner, rather than the City.

D. Although the Streets within the Subdivision will be privately owned and maintained, the Map contains an offer of dedication of an easement (the "Easement") for: i) the installation, maintenance and repair of public utilities; and ii) access to the Streets for the purpose of receiving public services such as solid waste, recycling, fire and police, and other municipal services. City will provide such services and maintain its public utilities, on the same terms as generally available to the public, provided City is held harmless and indemnified pursuant to the terms of this Agreement.

A G R E E M E N T :

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein, Owner and the City hereby agree as follows:

1. Definitions. As used herein, the following terms have the meaning set forth below:

1.1 City. "City" means the City and its officers, employees, agents, contractors, volunteers, franchisees or any other person acting on behalf of City.

1.2 Owner. "Owner" means the Owner and its heirs, successors and assigns, including without limitation any natural or corporate person(s) having a legal or equitable interest in the private streets or the legal obligation to maintain or repair said streets, other than the City.

2. Defense, Indemnification and Hold Harmless. Owner shall defend (with counsel selected by Owner and approved by the City in its sole discretion), indemnify, and hold harmless the City from any and all claims, losses, damages, including property damage, personal injury (including death), costs (including attorney fees), and liability of any kind or nature (collectively, "Claims") directly or indirectly arising out of or in any way connected with the City's use of or work on or under the private streets within the Subdivision, save and except to the extent such Claims arise from the negligence or willful misconduct of the City. The parties intend that this provision shall be broadly construed to effectuate its purpose.

3. Waiver. In addition to its obligations under Section 2 of this Agreement, Owner hereby waives and releases City from any future Claim by Owner against the City for losses or damages to the private roads within the Subdivision resulting from the City's use of or work on or under the private streets within the Subdivision, save and except to the extent such Claims arise from the sole negligence or willful misconduct of the City.

4. Insurance.

4.1 Commercial General Liability Insurance. Owner shall take out and maintain during the term of this Agreement commercial general liability insurance to insure against the Claims in an amount not less than one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) in the aggregate.

4.2 Endorsements. Promptly upon execution of this Agreement and prior to the City's provision of any of the public services described in this Agreement, the Owner shall provide the City with certificates of insurance and original endorsements effecting coverage for the insurance policy required by this Agreement. The endorsements and policies shall provide that thirty (30) days' written notice of any change or cancellation of the insurance policies will be provided to the City. Such insurance and endorsements shall name the City and its officers, employees, agents, contractors, franchisees or any other person acting on behalf of City, as insureds with respect to liability arising out of the Claims, and shall provide that such insurance is primary insurance with respect to the interest of the City and that of any other insurance maintained by the City. The endorsements and policies shall include a severability of interests (cross-liability) clause, and shall provide that no failure by the Owner to comply with any reporting requirements in the policy will injure the rights of the City. The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf, and shall be in a form approved by the City; such approval not to be unreasonably withheld, conditioned or delayed. Approval of the insurance by the City shall not relieve or decrease any liability of Owner.

5. Recordation. Owner shall record this Agreement in the office of the Recorder of Yolo County, State of California, against the Property prior to approval of the Map for the Subdivision, and receipt of proof of such recordation, to the reasonable satisfaction of City, shall be a condition precedent to City's approval of the Map for the Subdivision. Costs for recording, if any, shall be borne by Owner.

6. Agreement as Running Covenant and Equitable Servitude. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties. This Agreement shall constitute a covenant running with the land and shall, in any event, and without regard to technical classification or designation, be to the fullest extent permitted by law and equity binding for the benefit of the City and enforceable by the City against the Owner, its successors and assigns as a covenant running with the land and an equitable servitude upon the parcels burdened by the Easement.

7. Integration. This Agreement is an integrated agreement. It supersedes all prior negotiations, representations, or agreements, either written or oral.

8. Modification or Termination. This Agreement may be amended or terminated only by a written instrument signed by the parties. Owner shall bear all costs of amendments to this Agreement that are requested by the Owner.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate by their respective officers hereunto duly authorized as of the day and year first herein written.

OWNER:
NIHAL DEVELOPMENT LLC,
a California limited liability company

By: _____
AMRIK SINGH
It's Sole Member

PLEASE SEE ATTACHED
CALIFORNIA ACKNOWLEDGEMENT

CITY:
CITY OF WEST SACRAMENTO,
a municipal corporation

By: _____
Name:
Title:

ATTEST:

_____
Kryss Rankin, City Clerk

APPROVED AS TO FORM:
KRONICK, MOSKOVITZ, TIEDEMANN
& GIRARD, a Professional Corporation

_____
Jeffrey A. Mitchell, City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE § 1189

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

State of California)
County of Sacramento)

On 07/14/2017 (Date) before me, Anna M. Finkelstein, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Amrik Singh (Name(s) of Signer(s)),

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

ANNA M. FINKELSTEIN
COMM. # 2132395
NOTARY PUBLIC • CALIFORNIA
SACRAMENTO COUNTY
Comm. Exp. NOV. 1, 2019

Signature Anna M. Finkelstein
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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EXHIBIT "A"

LEGAL DESCRIPTION
OF
PROPERTY

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

PARCELS 1, 2, 3, AND 4, AS SHOWN ON PARCEL MAP NO. 5085, ENTITLED "NIHAL PLAZA, BEING A SUBDIVISION OF LOT 2, AS DESCRIBED IN CERTIFICATE OF COMPLIANCE DOCUMENT NO. 2007-0034772, ALSO BEING A PORTION OF LOT 1 AND LOT 2, AS SHOWN ON THE PLAT OF SUBDIVISION NO. 3562, RIVERSIDE CENTRE, FILED IN BOOK 15 OF MAPS, AT PAGE 43", FILED IN BOOK _____, OF MAPS, AT PAGES ___ AND ___, YOLO COUNTY RECORDS.

ATTACHMENT 3

SUBDIVISION IMPROVEMENT AGREEMENT

This Agreement is made and entered into this ___ day of _____, 2017, by and between the City of West Sacramento, hereinafter referred to as "City," and NIHAL DEVELOPMENT LLC, a California limited liability company , hereinafter referred to as "Subdivider."

RECITALS

A. Subdivider has presented to the City a parcel map or final map of a proposed subdivision of land located within the corporate limits of the City that has been prepared in accordance with the Subdivision Map Act of the State of California, the subdivision ordinances of the City, and the tentative map of the subdivision previously approved by the City Council of the City of West Sacramento.

B. The proposed subdivision of land is commonly known and described as "Parcel Map No. 5085, Nihal Paza", and is hereinafter referred to as "the Subdivision."

C. Subdivider has requested approval of the parcel map prior to the construction and completion of the public improvements, including, but not limited to streets, highways, public ways, sidewalks, curbs, gutters, storm drainage facilities, public utility facilities, design standards which are part of the provisions for lot grading and drainage in or appurtenant to the Subdivision, and other public improvements that are required by the Subdivision Map Act, the subdivision ordinances of the City, the tentative map (and approvals given in connection therewith), and final grading plan, if any, approved by the City. The foregoing improvements are hereinafter referred to as "the Required Improvements."

NOW, THEREFORE, the parties agree as follows:

1. Performance of Work. Subdivider agrees to furnish, construct and install at Subdivider's own expense the Required Improvements as shown on the plans and specifications of the Subdivision, a copy of which is on file in the Community Development Department, and is incorporated herein by reference, along with any changes or modifications as may be required by the Community Development Director or designee ("the Director") due to errors, omissions, or changes in conditions. The plans and specifications of the Required Improvements may be modified by the Subdivider as the development progresses, subject to the prior written approval of the Director. The total estimated cost of the Required Improvements, as determined by the Director, is One Hundred Ninety Five Thousand, Seven Hundred and Fifteen Dollars and Twenty Nine Cents ($195,715.29).

2. Work; Satisfaction of Director. All of the work on the Required Improvements is to be done at the places, of the materials, and in the manner and at the grades, all as shown upon the approved plans and specifications and the City's Improvement Standards and Specifications, to the satisfaction of the Director.

3. Injury to Public Improvements, Public Property or Public Utilities Facilities. Subdivider shall replace or repair, or have replaced or repaired, all public improvements, public

utility facilities, and surveying or subdivision monuments which are destroyed or damaged in the performance of any work under this Agreement. Subdivider shall bear the entire cost of replacement or repairs of any and all public or private utility property damaged or destroyed in the performance of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by the City or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be to the satisfaction of the Director.

4. Inspection by City. Subdivider shall at all times provide safe access for inspection by the City to all parts of the Required Improvements and to all places where the Required Improvements are in preparation.

5. Subdivider's Obligation to Warn Public During Construction. Until final acceptance of the Required Improvements, Subdivider shall give good and adequate warning to the public of each and every dangerous condition existing in said improvements, and will take reasonable actions to protect the public from such dangerous condition.

6. Superintendence by Subdivider. Subdivider shall require each contractor and subcontractor to have a competent foreman on the job at all times when that contractor or subcontractor, or any employee or agent thereof, is performing work on the Required Improvements. In addition, Subdivider shall maintain an office with a telephone and Subdivider or a person authorized to make decisions and to act for Subdivider in Subdivider's absence shall be available on the job site within three (3) hours of being called at such office by the City during the hours of 9:00 A.M. through 5:00 P.M., Monday through Friday, or any other day or time when work is being performed on the Required Improvements.

7. Work; Time for Commencement and Performance. Work on the Required Improvements shall commence on or before the 1st day of September, 2017, and shall be completed on or before the 1st day of September, 2019; provided, however, that the Required Improvements shall not be deemed to be completed until accepted in writing by the City.

8. Time of Essence; Extension.

a. Time is of the essence of this Agreement. The dates for commencement and completion of the Required Improvements may not be extended, except as provided in this paragraph. The Director may extend the dates for a maximum of one hundred and eighty (180) days due to delays in the work actually caused by inclement weather, riots, strikes, lockouts, fires, earthquakes, floods and conditions resulting therefrom, or for other reason beyond the control of the Subdivider. Extension of the dates for any other cause or beyond one hundred and eighty (180) days shall be made only by the City Council. Extensions shall be granted only upon a showing of good cause by the Subdivider. The City Council or Director, as appropriate, shall be the sole and final judge as to whether good cause has been shown to entitle the Subdivider to an extension.

b. Requests for extension of the commencement and/or completion date shall be in writing and delivered to the City in the manner hereinafter specified for service of notices.

An extension of time, if any, shall be granted only in writing, and an oral extension shall not be valid or binding on the City.

c. In the event the City extends the time of commencement and/or completion of the Required Improvements, such extension may be granted without notice by the City to the Subdivider's surety and shall in no way release any guarantee or security given by the Subdivider pursuant to this Agreement, or relieve or release those providing an improvement security pursuant to this Agreement. The surety or sureties, if any, in executing the securities shall be deemed to have expressly agreed to any such extension of time.

d. In granting any extension of time, the City may require new or amended improvement security in amounts increased to reflect increases in the costs of constructing the Required Improvements or impose other conditions to protect its interests and ensure the timely completion of the Required Improvements.

9. Utility Undergrounding and Relocation Costs. Subdivider shall assume all costs for utility and cable television undergrounding and/or relocation which is not the responsibility of the cable television, gas, electric, telephone, or other utility company under the terms of the franchises with the City or otherwise imposed upon the utility companies by law.

10. Improvement Security. Concurrently with the execution of this Agreement, the Subdivider shall furnish the City:

a. Faithful Performance and Payment Security. Two (2) improvement securities as set forth in City of West Sacramento Municipal Code section 16.44.080(B). Each security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Required Improvements, as determined by the Director. One improvement security shall secure faithful performance of this Agreement (the "faithful performance" security). The second improvement security shall secure the obligations set forth in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California for payment to the contractor, subcontractors and to persons renting equipment or furnishing labor or materials to them for the work (the "payment security").

b. Guarantee and Warranty Security. Subdivider shall also file with this Agreement a "guarantee and warranty security" in the amount of ten percent (10%) of the total estimated cost of the Required Improvements, as determined by the Director, to guarantee and warrant the Required Improvements for a period of one year following their completion and acceptance against any defective work or labor done, or defective materials furnished, as required by City of West Sacramento Municipal Code section 16.44.080(D).

c. Monument Security. Subdivider shall also file with this Agreement a "monument security" in the amount of one hundred percent (100%) of the total estimated cost of the installation of survey monuments in the Subdivision, as determined by the Director, which total cost is in the amount of Six Thousand Dollars ($6,000.00), to guarantee and secure the placement of such monuments as required by City of West Sacramento Standard Specifications and Details.

d. Any bonds submitted as security pursuant to this section shall be executed by a surety company authorized to transact a surety business in the State of California. All required securities shall be in a form approved by the City Attorney.

e. No change, alteration, or addition to the terms of this Agreement or the plans and specifications incorporated herein shall in any manner affect the obligation of the sureties, except as otherwise provided by the Subdivision Map Act.

f. The securities shall be irrevocable, shall not be limited as to time (except as to the one-year guarantee and warranty period) and shall provide that they may be released, in whole or part, only upon the written approval of the Director and as provided in paragraph 11. All securities provided pursuant to this Agreement shall expressly obligate the surety for any extension of time authorized by the City for Subdivider's completion of the Required Improvements, whether or not the surety is given notice of such an extension by the City.

11. Release of Security.

a. Guarantee and Warranty Security. Any unused portion of the guarantee and warranty security may be released one year after acceptance of the Required Improvements by the City Council. The amount to be released shall first be reduced by the amount deemed necessary by the City to correct any defects in the Required Improvements that are known or believed by the City to exist at the end of the guarantee and warranty period.

b. Payment Security. The payment security may be released thirty-five (35) days after passage of the time within which claims of lien are required to be recorded pursuant to Article 3 of Chapter 2 of Title 15 of Part 4 of Division 3 of the Civil Code (commencing with Section 3114), but in no event shall such security be released prior to one hundred and twenty (120) days after acceptance of the Required Improvements by the City Council. The amount to be released shall first be reduced by the total of all claims on which an action has been filed and notice thereof given in writing to the City. City expressly may require the surety not to release the amount of security deemed necessary by City to assure payment of reasonable expenses and fees, including reasonable attorney's fees.

c. Faithful Performance Security. The faithful performance security may be released upon acceptance of the Required Improvements by the City Council.

d. Monument Security. The monument security may be released upon acceptance of the required monument installation by the Director.

12. Inspection and Other Fees. The Subdivider shall pay to the City all fees imposed in connection with the construction and inspection of the Required Improvements. These fees must be paid in full prior to the City's acceptance of the Required Improvements. The fees referred to above are not necessarily the only City fees, charges or other costs that have been, or will be, imposed on the Subdivision and its development, and this Agreement shall in no way exonerate or relieve the Subdivider from paying such other applicable fees, charges, and/or costs.

13. Defense, Indemnification and Hold Harmless. The Subdivider shall defend, indemnify, and hold harmless the City, its officers, employees, agents, and elective and

appointive boards from any and all claims, losses, damages, including property damage, personal injury, including death, costs, including attorney fees, and liability of any kind or nature directly or indirectly arising out of or in any way connected with performance under this Agreement and/or the construction of the Required Improvements by the Subdivider, contractor or any subcontractor, or of any person directly or indirectly employed by, or acting as agent for the Subdivider, contractor or any subcontractor, save and except those matters arising from the sole, active negligence of the City.

This defense, indemnification and hold harmless provision shall extend to claims, losses, damage, injury, costs, including attorney fees, and liability for injuries occurring after completion of the construction of the Required Improvements as well as during construction, and shall apply regardless of whether or not the City has prepared, supplied or approved the plans and/or specifications for the Required Improvements or has inspected or accepted the same. Acceptance of insurance required under this Agreement shall not relieve Subdivider from liability under this defense, indemnification and hold harmless provision.

The parties intend that this provision shall be broadly construed to effectuate its purpose.

14. Environmental Warranty.

a. Prior to the acceptance of any dedications or improvements by City, Subdivider shall certify and warrant that: neither the property to be dedicated nor Subdivider are in violation of any environmental law and neither the property to be dedicated nor the Subdivider are subject to any existing, pending, or threatened investigation by any federal, state or local governmental authority under or in connection with any environmental law. Neither Subdivider nor any third party will use, generate, manufacture, produce, or release, on, under, or about the property to be dedicated, any hazardous substance, except in compliance with all applicable environmental laws. Subdivider has not caused or permitted the release of, and has no knowledge of the release or presence of, any hazardous substance on the property to be dedicated or the migration of any hazardous substance from or to any other property adjacent to, or in the vicinity of, the property to be dedicated. Subdivider's prior and present use of the property to be dedicated has not resulted in the release of any hazardous substance on the property to be dedicated. Subdivider shall give prompt written notice to City at the address set forth herein of:

(i) Any proceeding or investigation by any federal, state or local governmental authority with respect to the presence of any hazardous substance on the property to be dedicated or the migration thereof from or to any other property adjacent to, or in the vicinity of, the property to be dedicated;

(ii) Any claims made or threatened by any third party against City or the property to be dedicated relating to any loss or injury resulting from any hazardous substance; and

(iii) Subdivider's discovery of any occurrence or condition on any property adjoining or in the vicinity of the property to be dedicated that could cause the property

to be dedicated or any part thereof to be subject to any restrictions on its ownership, occupancy, use for the purpose for which it is intended, transferability, or suit under any environmental law.

b. As used in this Agreement, the term "hazardous substance" includes any hazardous or toxic substance or material or waste, including but not limited to all types of gasoline, oil, and other petroleum hydrocarbons, asbestos, radon, polychlorinated biphenols (PCBs), or any other chemical, material, controlled substance, object, condition, waste, living organism or any combination thereof which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness or other harmful properties of effects, which is now, or in the future becomes, listed, defined or regulated in any manner by any federal, state, or local City based directly or indirectly upon such properties.

15. Subdivider's Insurance. Before signing this Agreement, Subdivider shall have obtained all insurance required under this paragraph and such insurance shall have been approved by the City Attorney as to form and sufficiency. Subdivider shall not allow any contractor or subcontractor to commence work until similar insurance first shall have been so obtained by such contractor or subcontractor and approved by the City Attorney. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier. Any deductibles or self-insured retentions must be declared to and approved by the City. Upon request by the City, Subdivider shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

a. Worker's Compensation Insurance. Subdivider shall maintain, during the term of this Agreement, workers' compensation insurance for all of Subdivider's employees employed at the site of improvement, and in case any work is sublet, Subdivider shall require any contractor or subcontractor similarly to provide workers' compensation insurance for all contractor's employees or subcontractor's employees, unless such employees are covered by the protection afforded by Subdivider. Subdivider shall indemnify and hold harmless the City for any damage resulting to it, including attorney fees, from failure of either Subdivider or any contractor or subcontractor to take out or maintain such insurance.

b. Commercial General Liability Insurance. Subdivider shall take out and maintain during the term of this Agreement such commercial general liability insurance as shall insure the City, its elective and appointive boards and commissions, officers, agents and employees, Subdivider and any contractor or subcontractor performing work covered by this Agreement against claims for damages for personal injury, including death, as well as against claims for property or other damage which may arise from Subdivider's or any contractor's or subcontractor's operations hereunder, whether such operations are by Subdivider or any contractor or subcontractor or by anyone directly or indirectly employed by either Subdivider or any contractor or subcontractor. The insurance shall be in an amount not less than one million dollars ($1,000,000) per occurrence.

16. Endorsements. Promptly upon execution of this Agreement and prior to commencement of any work, the Subdivider shall provide the City with certificates of insurance and original endorsements effecting coverage for all insurance policies required by this Agreement. The endorsements and policies shall provide that thirty (30) days' written notice of

any change or cancellation of the insurance policies will be provided to the City. Such insurance and endorsements shall name the City, its officers, employees, agents, boards, commissions, and volunteers as additional insureds with respect to liability arising out of the performance of any work under this Agreement, and shall provide that such insurance is primary insurance with respect to the interest of the City and that of any other insurance maintained by the City. The endorsements and policies shall include a severability of interests (cross-liability) clause, and shall provide that no failure by the Subdivider to comply with any reporting requirements in the policy will injure the rights of the City. The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf, and shall be in a form approved by the City Attorney. If requested by the City, Subdivider agrees to furnish one copy of each required policy or endorsement to the City, and additional copies as requested in writing, certified by an authorized representative of the insurer. Approval of the insurance by the City shall not relieve or decrease any liability of Subdivider.

17. Prevailing Wage. In the event it is determined that the Subdivider is required to pay prevailing wages for the work performed under this Agreement, the Subdivider shall pay all penalties and wages as required by applicable law.

18. Title to Required Improvements. The City shall not accept any real property to be dedicated or the Required Improvements unless they are constructed in conformity with the approved plans and specifications, approved modifications, if any, the approved final or parcel map, and City Improvement Standards and Specifications, to the satisfaction of the Director. Until such time as the Required Improvements are accepted by the City, Subdivider shall retain title and shall be responsible for, and bear the risk of loss to, any of the improvements constructed or installed.

Title to and ownership of any real property to be dedicated and the Required Improvements constructed under this Agreement by Subdivider shall vest absolutely in the City upon completion and acceptance in writing of such Required Improvements by City. The City shall not accept the Required Improvements unless title to the Required Improvements is entirely free from lien. Prior to acceptance, Subdivider shall supply the City with appropriate lien releases, at no cost to and in a form acceptable to the City.

19. Repair or Reconstruction of Defective Work. If, within a period of one year after final acceptance by the City Council of the Required Improvements, any improvement or part of any improvement furnished and/or installed or constructed, or caused to be installed or constructed by Subdivider, or any of the work done under this Agreement materially fails to fulfill any of the requirements of this Agreement or the specifications referred to herein, Subdivider shall without delay and without any cost to City, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the improvements. If the Subdivider fails to act promptly or in accordance with this requirement, or if the exigencies of the situation require repairs or replacements to be made before the Subdivider can be notified, then the City may, at its option, make the necessary repairs or replacements or perform the necessary work, and Subdivider shall pay to City the actual cost of such repairs plus fifteen percent (15%) within thirty (30) days of the date of billing for such work by City.

20. Subdivider Not Agent of City. Neither Subdivider nor any of Subdivider's agents, contractors, or subcontractors are or shall be considered to be agents of the City in connection with the performance of Subdivider's obligations under this Agreement.

21. Notice of Breach and Default. The following shall constitute a default under this Agreement: If Subdivider refuses or fails to prosecute the work on the Required Improvements, or any part thereof, with such diligence as will ensure its completion within the time specified, or any extension thereof, or fails to complete the Required Improvements within such time; if Subdivider should be adjudged a bankrupt, or Subdivider should make a general assignment for the benefit of Subdivider's creditors, or if a receiver should be appointed in the event of Subdivider's insolvency; or if Subdivider or any of Subdivider's contractors, subcontractors, agents or employees should violate any of the provisions of this Agreement. In the event of Subdivider's default, Subdivider shall be deemed to be in breach of this Agreement and the City may serve written notice upon Subdivider and Subdivider's surety, if any, of the breach of this Agreement. Subdivider shall have fifteen (15) days from receipt of written notice by City to cure any default.

22. Breach of Agreement; Performance By Surety or City. In the event Subdivider is in default under this Agreement, and the applicable cure period set forth in paragraph 21 has expired without such default having been cured by Subdivider, the City may thereafter deliver a notice of breach to Subdivider's surety, if any, and such surety shall have the duty to take over and complete the work on the Required Improvements; provided, however, that if the surety within fifteen (15) days after the serving of such notice of breach upon it does not give the City written notice of the surety's intent to take over the performance of the Agreement, or does not commence performance thereof within fifteen (15) days after notice to the City of such election, then the City may take over the work and prosecute the same to completion by contract, or by any other method the City may deem advisable, for the account and at the expense of the Subdivider, and the Subdivider's surety shall be liable to the City for any excess cost or damages incurred by the City. In such event, the City, without liability for so doing, may take possession of and utilize in completing the work such materials, appliances, plants or other property belonging to Subdivider as may be on the site of the work and necessary therefor. The remedy provided by this paragraph is in addition to, and not in lieu of, other remedies available to the City. The City reserves to itself all remedies available to it at law or in equity for a breach of Subdivider's obligations under this Agreement. In addition to any other remedy the City may have, a breach of this Agreement by the Subdivider shall constitute consent to the filing by the City of a notice of violation against all the lots in the Subdivision. Subdivider agrees that the choice of remedy or remedies for Subdivider's breach shall be in the discretion of the City.

If the form of improvement security is other than a bond, the City, after giving notice of breach of the Agreement, may proceed to collect against the improvement security in the manner provided by law and by the terms of the security instrument.

23. Building Permit Sign-Off or Issuance of Certificate of Occupancy. The City will not final or sign off as complete any building permit or issue any certificate of occupancy for any building constructed within the Subdivision until and after such time the City accepts the Required Improvements.

24. Notices. All notices required under this Agreement shall be in writing, and delivered in person or sent by registered or certified mail, postage prepaid.

Notices required to be given to City shall be addressed as follows:

Community Development Director
City of West Sacramento
1110 West Capitol Ave., 2nd floor
West Sacramento, CA 95691

Notices required to be given to Subdivider shall be addressed as follows:

14420 Bevan Street,
Sloughhouse, CA 95683

Any party may change such address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

25. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement.

26. Attorney Fees. In the event any legal action is brought to enforce or interpret this Agreement, the prevailing party shall be entitled to an award of reasonable attorney fees, in addition to any other relief to which it may be entitled.

27. Personal Nature of Subdivider's Obligations/Assignment. All of Subdivider's obligations under this Agreement are and shall remain the personal obligations of Subdivider notwithstanding a transfer of all or any part of the property within the Subdivision subject to this Agreement, and Subdivider shall not assign any of its obligations under this Agreement without the prior written consent of the City.

28. Acquisition and Dedication of Easements or Rights-of-Way. If any of the Required Improvements are to be constructed or installed on land not within the Subdivision or an already existing public right-of-way, no construction or installation shall be commenced before:

a. The irrevocable offer of dedication or conveyance to City of appropriate rights-of-way, easements or other interests in real property, and appropriate authorization from the property owner to allow construction or installation of the Required Improvements, or

b. The issuance of an order of possession by a court of competent jurisdiction pursuant to the State Eminent Domain Law. Subdivider shall comply in all respects with any such order of possession.

Nothing in this paragraph shall be construed as authorizing or granting an extension of time to Subdivider for completion of the Required Improvements.

29. Compliance with Laws. Subdivider, its agents, employees, contractors, and subcontractors shall comply with all federal, state and local laws in the performance of the work required by this Agreement, including but not limited to obtaining all applicable permits and licenses.

30. No Vesting of Rights. Entering into this Agreement shall not be construed to vest Subdivider's rights with respect to any change in any zoning or building law or ordinance.

31. Approvals by City. Any approval or consent that is to be given by the City under this Agreement shall be in writing, and any approval or consent that is not in writing shall not be binding on the City.

32. Construction and Interpretation. It is agreed and acknowledged by Subdivider that the provisions of this Agreement have been arrived at through negotiation, and that Subdivider 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.

33. Successors and Assigns -- Covenant Running With the Land. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties. A memorandum of this Agreement shall be recorded in the Office of the Recorder of Yolo County concurrently with the final map or parcel map of the Subdivision. This Agreement shall constitute a covenant running with the land and an equitable servitude upon the real property within the Subdivision.

34. Severability. The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by mutual written consent of the parties.

35. Actions. Any action by any party to this Agreement, or any action concerning a security furnished pursuant thereto, shall be brought in the appropriate court of competent jurisdiction within the County of Yolo, State of California, notwithstanding any other provision of law which may provide that such action may be brought in some other location. The law governing this Agreement is the law of the State of California.

36. Integration. This Agreement is an integrated agreement. It supersedes all prior negotiations, representations, or agreements, either written or oral.

37. Modification. This Agreement may be amended only by a written instrument signed by the parties. Subdivider shall bear all costs of amendments to this Agreement that are requested by the Subdivider.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

CITY OF WEST SACRAMENTO

By: _____
Christopher L. Cabaldon, Mayor

ATTEST:

_____
Kryss Rankin, City Clerk

APPROVED AS TO FORM:

_____
Jeffrey Mitchell, City Attorney

SUBDIVIDER

NIHAL DEVELOPMENT LLC,
a California limited liability company

By: _____

AMRIK SINGH, Its Sole Member

NO FEE DOCUMENT per Government Code 6103
RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

CITY OF WEST SACRAMENTO
1110 West Capitol Ave., 3rd floor
West Sacramento, CA 95691
Attention: City Clerk

MEMORANDUM OF AGREEMENT
NIHAL PLAZA

This Memorandum of Agreement is made and entered into by and between NIHAL DEVELOPMENT LLC, a California limited liability company ("Developer"), and the CITY OF WEST SACRAMENTO ("City"), a municipal corporation organized and existing under the laws of the State of California, with respect to the following facts:

City and Developer hereby agree to be bound by all of the terms and conditions contained in the "Subdivision Improvement Agreement" dated 7/14/2017, the terms and conditions of which are made a part hereof as though fully set forth herein, and which Agreement controls the use and development of that certain real property, including any improvements and personal property, situated in the County of Yolo, State of California, described as follows:

Parcel Map No. 5085
Nihal Plaza

Executed on this _____ day of _____, at West Sacramento, Yolo County, California.

CITY OF WEST SACRAMENTO

_____
CHRISTOPHER L. CABALDON, MAYOR

NIHAL DEVELOPMENT LLC, a California limited liability company

By: _____
AMRIK SINGH, Its Sole Member

ATTEST:

_____
CITY CLERK, City of West Sacramento

APPROVED AS TO FORM:

_____
Jeffrey Mitchell, City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of Sacramento)

On 07/14/2017 before me, Anna M. Finkelstein, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Amrik Singh
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Anna M. Finkelstein
Signature of Notary Public

ANNA M. FINKELSTEIN
COMM. # 2132395
NOTARY PUBLIC • CALIFORNIA
SACRAMENTO COUNTY
Comm. Exp. NOV. 1, 2019

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

©2015 Anthony Indrieri for The UPS Store 0266 / 2343

EXHIBIT "A"

LEGAL DESCRIPTION
OF
PROPERTY

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

PARCELS 1, 2, 3, AND 4, AS SHOWN ON PARCEL MAP NO. 5085, ENTITLED "NIHAL PLAZA, BEING A SUBDIVISION OF LOT 2, AS DESCRIBED IN CERTIFICATE OF COMPLIANCE DOCUMENT NO. 2007-0034772, ALSO BEING A PORTION OF LOT 1 AND LOT 2, AS SHOWN ON THE PLAT OF SUBDIVISION NO. 3562, RIVERSIDE CENTRE, FILED IN BOOK 15 OF MAPS, AT PAGE 43", FILED IN BOOK _____, OF MAPS, AT PAGES ___ AND ___, YOLO COUNTY RECORDS.

ATTACHMENT 4

RESOLUTION 17-64

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST SACRAMENTO APPROVING THE PARCEL MAP, PRIVATE ROAD AGREEMENT AND SUBDIVISION IMPROVEMENT AGREEMENT FOR SUBDIVISION 5085

WHEREAS, said Parcel Map for Subdivision 5085 has been prepared and presented to the City Council of the City of West Sacramento for approval; and

WHEREAS, the subject parcel map is consistent with the approved tentative map and modifications, thereto; and

WHEREAS, as a condition of approval of said Parcel Map, the completion of certain public improvements are required; and

WHEREAS, a Subdivision Improvement Agreement has been prepared for the subject map committing the developer to construction of the public improvements; and

WHEREAS, the Developer has submitted the required securities as outlined in the Subdivision Improvement Agreement and the Subdivision Map Act in order to insure the availability of adequate funds to complete the improvements; and

WHEREAS, as a condition of approval of said Parcel map, the Developer was required to enter into a private Road Agreement with the City; and

WHEREAS, the Developer has submitted a Private Road Agreement to the satisfaction of City staff, and

WHEREAS, said Parcel Map, Subdivision Improvement Agreement, and Private Road Agreement satisfy the conditions of approval of the Tentative Map and said Parcel Map conforms to the requirements of the Subdivision Map Act and local ordinances.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of West Sacramento hereby approves the Parcel Map, Private Road Agreement and Subdivision Improvement Agreement for Subdivision 5085.

PASSED AND ADOPTED by the City Council of the City of West Sacramento this 16th day of August, 2017 by the following vote:

AYES:
NOES:
ABSENT:

_____
Christopher L. Cabaldon, Mayor

ATTEST:

_____
Kryss Rankin, City Clerk

ATTACHMENT 5

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

Space above This Line For Recorder's Use

DECLARATION OF EASEMENTS, FORMATION OF ENTITY FOR MAINTENANCE, PARKING ENFORCEMENT OF ALL PRIVATE ACCESS AND SIDEWALKS WITHIN THE EASEMENTS AND ALL SHARED UTILITIES FOR PARCEL MAP NO. 5085

This Declaration of Easements ("Declaration") is made by **NIHAL DEVELOPMENT LLC, a California limited liability company** herein after, **"NIHAL"** as ("Declarant").

RECITALS

A. Declarant is the owner of that certain real property described as follows ("Property"):

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

PARCELS 1, 2, 3, AND 4, AS SHOWN ON PARCEL MAP NO. 5085, ENTITLED "NIHAL PLAZA, BEING A SUBDIVISION OF LOT 2, AS DESCRIBED IN CERTIFICATE OF COMPLIANCE DOCUMENT NO. 2007-0034772, ALSO BEING A PORTION OF LOT 1 AND LOT 2, AS SHOWN ON THE PLAT OF SUBDIVISION NO. 3562, RIVERSIDE CENTRE, FILED IN BOOK 15 OF MAPS, AT PAGE 43", FILED IN BOOK _____, OF MAPS, AT PAGES ___ AND ___, YOLO COUNTY RECORDS.

B. The Property is being developed as a commercial development hereinafter identified as Nihal Plaza..

C. The Nihal Plaza is all the property identified as **SCHABER PROPERTY** in the ***"Reciprocal Easement and Restrictive Use Agreement"*** filed in **DOC-2007-0042608-00** on December 21, 2007 at Office of Yolo County Recorder's Office.

D. Declarant, **NIHAL**, is a successor of **SHABER**. **NIHAL** hereby establishes Nihal Plaza.

E. Declarant acknowledges that although the City of West Sacramento has approved the Parcel Map for this project, the City has **not** accepted this Declaration as sufficient to fully satisfy the requirements of

Conditions 17 and 19 the tentative parcel map for the project (Parcel Map 5085 approved by the City of West Sacramento on July 16, 2015, as amended on June 16, 2016.) Specifically, Conditions 17 and 19 provide that:

17. An approved entity shall be formed prior to approval of the Parcel Map which shall be responsible for maintenance and parking enforcement on all private access and sidewalk easements. Said entity shall be subject to approval by the Community Development Department and the City Attorney and shall include rights of enforcement by the City.

19. An approved entity shall be formed prior to approval of the Parcel Map which shall be responsible for maintenance of all shared utilities. Said entity shall be subject to approval by the Community Development Department and the City Attorney and shall include rights of enforcement by the City.

The Declarant therefore agrees that prior to final inspection of any structure constructed on the Property, Declarant will amend this Declaration (or record such other documents as approved by the City) to fully satisfy Conditions 17 and 19. Declarant understands and agrees, on its own behalf and on behalf of its successors and assigns, that compliance with this requirement is a pre-condition to final inspection of any structure on the Property. Declarant further understands and agrees, on its own behalf and on behalf of its successors and assigns, that the City shall, in its sole discretion, determine whether this requirement has been satisfied."

NOW, THEREFORE, Declarant does hereby declare, for the purpose of enhancing and protecting the value, attractiveness and desirability of the Lots constituting the Property, that when any of the created Parcels have different owners, the conveyance of any Parcel all of the Property and each part thereof shall be held, occupied, sold and conveyed subject to the easements and obligations hereinafter set forth, all of which shall constitute covenants running with the land and as equitable servitudes and shall be binding on all parties having any right, title or interest therein or in any part thereof, their heirs, successors and assigns, and which shall inure to the benefit of each owner thereof, and all of which are imposed upon the Property and every part thereof as a servitude in favor of each and every Parcel and may be enforced by all owners thereof.

ARTICLE I

(1) INCORPORATION OF PRIOR AGREEMENT FILED IN DOC-2007-0042608-00

Declarant hereby incorporates by reference and assigns all the obligations, rights, and privileges of **SHABER** to the Nihal Plaza.

(2) EASEMENTS

Declarant reserves and grants to the future owners of each Parcel in the Property and to each of its successors, assigns, and heirs and their respective guests, tenants, employees, and invitees, the following easements, in perpetuity:

a. Reciprocal easements for vehicular and pedestrian ingress and egress over the driveways, drive aisles and pedestrian walkways as constructed or constructed in the future. As depicted on the site plan attached hereto as Exhibit "A".

b. Reciprocal utility easements for sewer, water and drainage over all portions of each Parcel except the approved building footprints in locations as depicted on the site plan attached hereto as Exhibit "A".

(3) MAINTENANCE

NIHAL hereby declares that **NIHAL DEVELOPMENT LLC,** a California Limited Liability Company (**NIHAL**) is responsible for:

a. Maintenance of all private access and sidewalks within this easements.

b. Maintenance of all shared utilities.

c. Parking enforcement on all private access and sidewalk easements.

(4)` MODIFICATION

If the location, shape, size and configuration is changes by the developer of undeveloped parcel and approved by the City of West Sacramento, this document may be modified or amended in writing by all owners and recorded with the Yolo County Recorder.

ARTICLE II

GENERAL PROVISIONS

This Declaration shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, assigns, invitees and tenants of owners, and such covenants shall be enforceable as covenants running with the land and as equitable servitudes.

IN WITNESS WHEREOF, the undersigned, being the Declarant, has executed this Declaration for Parcel Map No. 5085

"Declarant"

NIHAL DEVELOPMENT LLC,
a California limited liability company

X_____
By:
its:

X_____
By:
its:

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

STATE OF CALIFORNIA)
COUNTY OF) ss.

On _____, 2016, before me, _____, Notary Public, personally appeared:

_____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

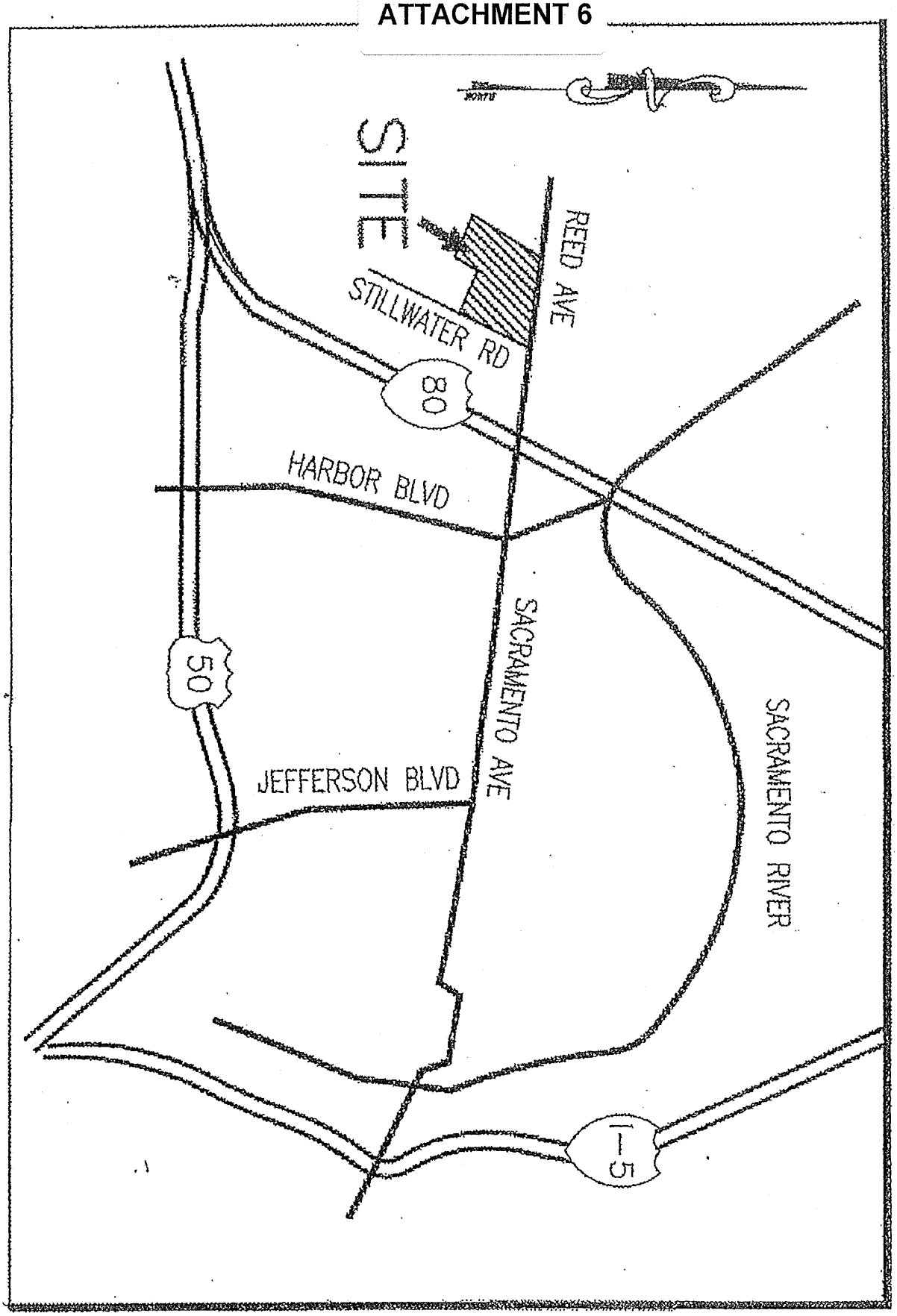
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____

(**SEAL**) Notary Public

ATTACHMENT 6



VICINITY MAP

CITY OF WEST SACRAMENTO **AGENDA REPORT**

MEETING DATE: August 16, 2017 **ITEM #** 4

SUBJECT:
CONSIDERATION OF RESOLUTION 17-63 APPROVING THE APPLICATION FOR THE OUTDOOR ENVIRONMENTAL EDUCATION FACILITIES GRANT PROGRAM FOR HERITAGE OAKS PARK 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 approval of Resolution 17-63 for the Outdoor Environmental Education Facilities Grant Program as provided through the California State Parks Office of Grants and Local Services for improvements to the Heritage Oaks Park site.

RECOMMENDED ACTION
It is respectfully recommended that the City Council:

1) Approve Resolution 17-63 approving the application for the Outdoor Environmental Education Facilities Grant Program; and
2) Authorize the use of Measure K funds in an amount not to exceed $75,000 to be used as matching funds for the grant.

BACKGROUND
The Heritage Oaks Park site consists of 9.1 acres located at 1500 Lake Washington Boulevard as part of the Newport Estates Unit 10 map approved by Council in July 2015 (See Attachment 1, Exhibit A). The City accepted the site as park land on June 15, 2016, as well as an in lieu payment from the developer of $220,393 to complete street frontage improvements. There is no additional City funding available to develop the park site, but the City is currently negotiating lease terms for a portion of the site to be developed as a ropes course. If approved, the ropes course project would include multiple public amenities including: public restrooms and drinking fountain, a 75-space parking lot, tot-lot/play area, picnic tables and trails.

ANALYSIS
In February, the California State Parks Office of Grants and Local Services announced the availability of its Outdoor Environmental Education Facilities (OEEF) Grant Program. The maximum grant request amount is $500,000 for projects that meet the grant objectives of providing public outdoor structures and/or exhibits that facilitate focused learning in a natural outdoor setting. Examples of eligible projects include signs, kiosks, nature trails, dry river bed restoration, tree care and amphitheaters.

The Heritage Oaks Park site is a competitive candidate for these types of improvements and has the opportunity to become the City's first formal Nature Park. The site has 40% tree coverage with over 110 mature Valley Oak trees and 10 Heritage Oak trees. These trees and the site's close proximity to the Sacramento River provide numerous educational opportunities. Grant funding for the maximum amount would be requested to fund construction of improvements that would complement the proposed ropes course to create a more fully developed park site.

Proposed improvements include construction of a trail on the northern and western portions of the property around the perimeter of the oak trees and additional internal nature trails, interpretive signage with an educational component highlighting the oaks and riverfront, native plantings and dry river restoration, and an outdoor amphitheater or council ring for group education opportunities. Match funding is not required, but applications offering match funds receive additional evaluation points. Applications are due September 1, 2017.

Commission Recommendation
On August 8, 2016, staff presented information on the Outdoor Environmental Educational Facilities 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 Outdoor Environmental Educational Facilities Grant Program will take place, pending an award of grant funding.

Strategic Plan Integration
The West Sacramento Strategic Plan Goal 3: *West Sacramento: Preferred Place to Live, Work and Play* is furthered through the development of Heritage Oaks Park improvements.

Alternatives
The Council's primary alternatives are:

1. Approve submission of the Outdoor Environmental Educational Facilities Grant Program application for up to $500,000, as well as related actions in order to comply with the grant application requirements. This is the recommended action.
2. Approve the application and related actions with modifications to the grant amount or scope of work. The maximum grant amount is $500,000 and there is no minimum amount.
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 and Public Works departments.

Budget/Cost Impact
Staff is proposing to apply for the maximum grant amount of $500,000. The State will assign a higher priority to applications that include a commitment for match funds. Because of this, staff is proposing that the City contribute up to $75,000 from Measure K funds to be used as matching funds for the effort.

ATTACHMENTS
1. Resolution 17-63 approving the application for the Outdoor Environmental Education Facilities Grant Funds
2. Heritage Oaks Park Site Map

Resolution 17-63

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST SACRAMENTO APPROVING THE APPLICATION FOR THE OUTDOOR ENVIRONMENTAL EDUCATION FACILITIES GRANT FUNDS

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Outdoor Environmental Education Facilities Grant Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project;

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF WEST SACRAMENTO HEREBY:

1. Approves the filing of an application for the Heritage Oaks Nature Park Improvements; and
2. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project; and
3. Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project, and
4. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and
5. Delegates the authority to the City Manager to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and
6. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

PASSED AND ADOPTED this 16th day of August, 2017. I, the undersigned, hereby certify that the foregoing Resolution 17-63 was duly adopted by the following roll vote:

AYES:
NOES:
ABSENT:

_____
Christopher L. Cabaldon, Mayor

ATTEST:

_____
Kryss Rankin, City Clerk

Heritage Oaks Park Site



Printed: 10/25/2016 11:46 AM

City of West Sacramento, California

CITY OF WEST SACRAMENTO **AGENDA REPORT**

MEETING DATE: August 16, 2017 **ITEM #** 5

SUBJECT:

RE-CONSIDERATION OF AGREEMENT WITH PROS CONSULTING TO COMPLETE THE PARKS AND OPEN SPACE MASTER PLAN UPDATE AND RELATED RECREATION PLANNING AND DESIGN SERVICES

INITIATED OR REQUESTED BY:

[ ] Council [X] Staff

[ ] Other

REPORT COORDINATED OR PREPARED BY:
Traci Michel, Parks and Recreation Business Manager
Katie Yancey, Sr. Program 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 approval of multiple actions related to completing the Parks and Open Space Master Plan update and related recreation planning and design services.

RECOMMENDED ACTION

It is respectfully recommended that the City Council:

1) Authorize the City Manager to execute a contract (Attachment 1) with PROS Consulting for the Parks and Open Space Master Plan Update with a not to exceed limit of $341,570; and
2) Authorize the completion of recreation planning and conceptual design services for certain elements of the trail, parks and open space vision proposed in the Pioneer Bluff and Stone Lock Reuse Master Plan as part of the Parks and Open Space Master Plan Update contract's scope of work.

BACKGROUND

In April 2017, staff received approval from Council to issue a Request for Proposals (RFP) for the Parks and Open Space Master Plan Update, which was released later in the month. Four firms submitted proposals in response to the RFP and an Evaluation Panel consisting of City staff from multiple departments judged PROS Consulting to be the most qualified firm for the requested services.

The services required extensive experience in park master planning and design, a firm understanding of parks, recreational facilities, programs and services, expertise in developing fiscal or financial plans at facility and system levels, operational and programming analysis experience, successful track record of statistically-valid survey development, benchmarking and public facilitation, and knowledge of existing park-centric partnerships throughout the country. PROS Consulting offers this expertise in addition to teaming up with Jacobs for award-winning, comprehensive design and cost estimating services and environmental analysis.

On June 28, 2017, the City Council received an update on the Pioneer Bluff and Stone Lock Reuse Master Plan. Attached to the staff report was an exhibit (see Attachment 2) that summarized the trails, parks and open space vision for this planning area. Staff sought and received the Council's approval of the conceptual elements in anticipation of commencing work on the proposed programming and design which will be included in the Pioneer Bluff and Stone Lock Reuse Master Plan.

On July 26, 2017, staff requested City Council's approval of the contract with PROS Consulting for the Parks and Open Space Master Plan Update, as well as authorizing the completion of recreation planning and conceptual design services for certain elements of the trail, parks and open space vision proposed in the Pioneer Bluff and Stone Lock Reuse Master Plan as part of the Parks and Open Space Master Plan Update contract's scope of work. Council directed staff to revisit the Public Outreach component of the contract scope of work for re-consideration at a future date.

ANALYSIS

Based on City Council's direction, staff has worked with PROS Consulting to update the scope of work and cost estimates for the entire project. The Civic Engagement (formerly Public Outreach) budget has been reduced by $23,880, with a portion of those funds redirected to help streamline data collection and progress reporting, as well as enhance the Parks and Recreation Department operations analysis and action plan development. This

analysis will help reduce future dependency on General Fund resources and prioritize actions in the near future. The overall project budget has been reduced by $7,070.

In lieu of traditional civic engagement methods, the Consulting Team will utilize existing data and outreach results from past city engagements to quantify use patterns and unmet needs. Data gaps identified from the results of this process will be addressed through utilizing one or more of the following tools:

- **Caught-In-The-Act Surveys** - Caught-in-the-act surveys (Intercept surveys) of users in the process of using parks and facilities may be conducted to obtain additional and random community input over a one-day period; and

- **Statistically-Valid Needs Analysis Survey** – A random, scientifically valid community-wide household survey guided by information previously collected from staff and stakeholders to capture any missing data, validate need, unmet need, priorities and support for system improvements that include facility, programming, and park needs of the City. This survey is effective in capturing a city-wide perspective, including those individuals who may not be users of the parks and recreation system.

Development of a customized project website will provide ongoing project updates and serve as the avenue to crowd-source information throughout the project for the entire community.

An updated Parks and Open Space Master Plan will build off the General Plan 2035, provide an opportunity to integrate and complement a variety of other related planning efforts/projects currently underway in the City and region and include actions for the long-term sustainability of facilities and programming. This includes a financial analysis to review resources available to implement parks and recreation operations, maintenance and programming and completion of a fee nexus study to ensure that projects/programs proposed can be completed with the resources available and at costs that remain competitive in the region. Additionally, staff is proposing to integrate a portion of the Pioneer Bluff and Stone Lock Reuse Master Plan's work program with the Parks and Open Space Master Plan.

The proposed coordinated scope of work specific for the Pioneer Bluff and Stone Lock Reuse Plan will include the recreation planning, programming, and conceptual design for two neighborhood-serving parks (Sites #1 and #5 on Attachment 2) and the development of a recreation strategy for the Stone Lock facility (Site #4 on Attachment #2). The Stone Lock facility recreation strategy will be done in conjunction with the Bulkhead Structure Alternatives Analysis, underway by Wood Rodgers. As reported previously to the Council, staff is considering non-flood protection co-benefits, such as recreation and ecosystem restoration, as part of this analysis.

This coordination will help to position the City to move forward with projects in Stone Lock as the Parks and Open Space Master Plan is underway. The services required for this work are similar to those identified for the Parks and Open Space Master Plan. Staff finds that PROS Consulting and Jacobs have the technical expertise to complete these site-specific recreation planning and design work as an additional task to the Parks and Open Space Master Plan contract. Managing both efforts under one contract will save time and ensure consistency between the planning processes. This additional scope of work would be completed as a stand-alone effort, but coordinated with and incorporated into the Parks and Open Space Master Plan. Lastly, many of the new opportunities to be considered in the Stone Lock/Pioneer Bluffs recreation planning and design are critical to providing direction for the Parks and Open Space Master Plan Update.

Commission Recommendation

In July 2016, staff presented the trail, parks and open space vision proposed in the Pioneer Bluff and Stone Lock Reuse Master Plan at a joint meeting of the Parks, Recreation and Intergenerational and Arts, Culture and Historic Preservation Commissions. In August 2016, staff presented the same material to the Planning Commission. All Commissions were supportive of the direction proposed.

On June 6, 2017 and August 8, 2017, staff presented updates to the Parks, Recreation and Intergenerational Commission on the Parks and Open Space Master Plan Update RFP process and proposal evaluations. Ongoing coordination with the Commission for the Parks and Open Space Master Plan Update will take place once a consultant team is selected for the effort.

Strategic Plan Integration

Multiple City Strategic Plan goals are furthered through the Parks and Open Space Master Plan Update and Stone Lock/Pioneer Bluffs recreation planning and design, including "West Sacramento: Preferred Place to Live, Work and Play" and "Vibrant Neighborhoods and Comfortable Life Style and Living Strategies."

Alternatives
1. Adopt the recommendations as outlined in this report.
2. Direct that staff negotiate with the consultant for a change in scope and price.
3. Reject the recommended actions and direct staff to negotiate a contract with a different firm.

Staff recommends approving the contract with PROS Consulting for the Parks and Open Space Master Plan Update, including recreation planning and design services for the Stone Lock/Pioneer Bluffs areas, in order to continue leveraging resources and integrate recreation improvements into other related planning and development efforts currently underway.

Coordination and Review
This report and draft contract with PROS Consulting, Inc. were discussed with the City Manager and coordinated with the Economic Development Department.

Budget/Cost Impact
The portion of the contract focused on the Parks and Open Space Master Plan Update is $291,570. Of the four proposals received, the PROS proposal was the lowest cost estimate. 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. The funding source for this project is from General Community Investment Capital Fund, Fund 406 and will be recorded as a loan to the Park Impact Fee Fund. Future park impact fees shall be used to repay this loan. In the event, the park impact fees are not sufficient, the loan may be written off pursuant to Council approval.

The portion of the contract focused on recreation planning and design services for Stone Lock/Pioneer Bluffs properties is proposed to be funded in an amount not to exceed $50,000 and shall be funded with current budget allocation from Fund 406 and with a $377,561 Strategic Growth Council grant award.

ATTACHMENTS
1. Contract for Services with PROS Consulting
2. Proposed Open Space and Parks Vision for Pioneer Bluff/Stone Lock

CONTRACT FOR SERVICES

THIS CONTRACT is made on August 16, 2017, by and between the CITY OF WEST SACRAMENTO ("City"), and PROS Consulting ("Consultant").

WITNESSETH:

WHEREAS, the City desires technical consultation services related to parks, open space, recreation and trail planning and design for the Parks and Open Space Master Plan Update and Pioneer Bluffs and Stone Lock Reuse Master Plan;

WHEREAS, the Consultant has presented a proposal for such services to the City, dated May 31, 2017 (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 **Exhibits "A" and "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 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, but in no event shall total compensation exceed Three Hundred Fourty-One Thousand and Five Hundred and Seventy Dollars ($341,570), 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.

C. 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.

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. RESPONSIBILITIES - CONSULTANT:

A. Consultant agrees and represents that it is qualified to properly provide the services set forth in **Exhibits "A" and "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 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
1110 West Capitol Avenue
West Sacramento, CA 95691
Attn: Parks and Recreation Business Manager

Consultant: PROS Consulting
201 S. Capitol Avenue
Indianapolis, IN 46225
Attn: Leon Younger, President

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]

CITY OF WEST SACRAMENTO

By: _____
Martin Tuttle, City Manager

ATTEST:

By: _____
Kryss Rankin, City Clerk

APPROVED AS TO FORM:

By: _____
Jeffrey Mitchell, City Attorney

CONSULTANT

By: _____
Title:

EXHIBIT A

Consultant Proposal/Scope of Work
For the Parks and Open Space Master Plan Update

Team Qualifications

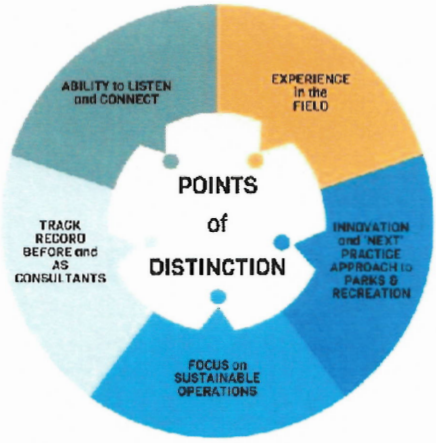
Who is PROS Consulting



PROS Consulting is a small firm with a big presence in the field of management consulting for public entities and non-profit organizations. With a small team of highly professional and experienced consultants, PROS is a flexible firm that is agile to the evolving dynamics of the social, economic, and political environments our clients operate in. PROS is among only a small handful of firms that have tremendous experience in the field as practitioners and have become nationally recognized for helping to shape and further transform the industry of parks and recreation. The full name and location of the office that will be working on this project are:

Full Legal Company Name: PROS Consulting, Inc. **Years in Business:** 22 (formed in 1995)
Type of Company: S-Corporation, Leon Younger and Katherine Younger are the Principals
Contact Information: 201 S. Capitol Avenue, Suite 505; Indianapolis, Indiana 46225;
P: 877.242.7760; F: 877.242.7761
Contacts: Leon Younger, President; 317.679.5615; leon.younger@prosconsulting.com
& Michael Svetz, Senior Project Manager; 623.388.1787; michael.svetz@prosconsulting.com

PROS Quick Facts



- Since the firm was established in 1995 to uniquely serve the park, recreation and tourism services industry, PROS has completed more than 1,000 projects in over 47 states and numerous projects internationally in seven countries.
- The **PROS Team has worked in highly diverse environments** from the inner cities of Los Angeles, Houston, Atlanta, and Dallas, to remote areas in Appalachia, Montana, and the American West. Our experience includes working with the best-of-the-best, the worst-of-the-worst, and a lot in between.
- Our planning team has great depth of operational experience with **over 100 combined years as former parks and recreation managers**. This perspective of being trained "in the industry" and not just "on the industry" allows us to relate to communities and their residents, recreationalists of all types, and to understand the unique relevance of needs that can be most appropriately served by our clients. In other words, great recreational and park planning is not just collecting surveys and reporting results – it is about **achieving a sustainable balance of services, meeting community needs, and resource protection with community fulfillment.**



- Our approach to planning projects are that we become the **extension of the client's team** and carry the same accountability as they do in serving their communities.
- This project is not about the PROS Team or what we think is best for your organization and stakeholders, nor do we believe that what works on some parts of the country will work here. This project is about producing **reliable, sustainable, relevant, and innovative outcomes for the City of West Sacramento, and the people that live, work and play in the region.**

Firm Qualifications

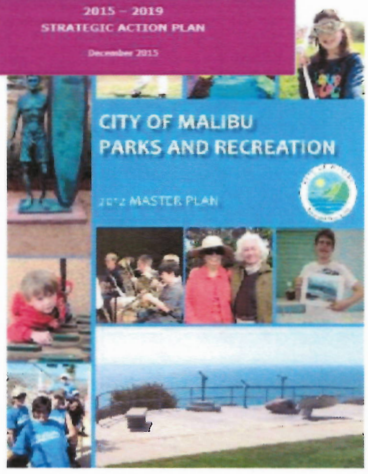
Management consulting and planning services offered by PROS span the full spectrum of planning needs for public agencies, and are grouped into the following practice areas:



Parks & Recreation Department
Park Master Plan Updates

City of Carlsbad





- **Master Planning** – completed over 300 master plans for parks and park systems that have been successfully implemented and driven over $5 billion worth of capital investment.
- **Strategic Planning** – completed over 300 strategic plans for cities, counties and state agencies to help them become established in their market or to reposition themselves.
- **Programming Analysis** – As part of many of our Master Plans or Strategic Plans, PROS utilizes our PROS Program Positioning Model, or 3PM. The outcome of the process is the creation of a dynamic recreation program plan that results in increased registration, drives customer retention and loyalty, improves customer satisfaction, and increases revenues. We have completed over 300 program plans for systems across the country.
- **Needs Assessment** – completed over 300 needs assessments as a precursor of doing a Master Plan, Strategic Plan or Feasibility Study.
- **Operations, Maintenance and Organizational Development** – PROS has completed over 450 plans that involved operations, maintenance and organizational development components.
- **Financial Planning and Management** – PROS is most renowned for providing the most innovative and proven methods for financial planning and management in the public sector with direct experience with over 150 proven ways to fund public parks and park systems.
- **Feasibility Studies and Business Planning** – PROS has completed over 200 feasibility studies and business plans, often counseling our clients on how they can shape their projects and their vision around the reality of what is feasible and sustainable.
- **Customer Service Training** – completed customer service excellent training for municipalities across the country. The training is customized to each agency's goals and outcomes and range from single day work sessions to multi-year culture change processes.

"PROS was able to reach out to all segments of our community and develop a needs assessment that we were able to base our core programs off of. Its success led to us hiring PROS again for our Parks and Open Space Master Plan and their ability to have an understanding of our community's needs made the overall plan that much stronger."
Dave Mickaelian, City Manager, City of Healdsburg, California

"PROS Consulting has been one of the reasons for this department's success, which includes CAPRA Accreditation and the 2012 Gold Medal. PROS completed the department's 10-Year Comprehensive Master Plan. Far more than just a capital investment plan, the master plan delved into all aspects of the department, including key master plan "themes," service levels, land acquisition, a comprehensive program review, operations and financing, prioritization for future facilities, and a strategic action plan."
Michael Kirschman, Deputy Parks and Recreation Director, Charlotte-Mecklenburg County, NC regarding the Comprehensive Parks and Recreation Master Plan (2008) and the 2015 Update

Unique Experience Specific to the Project

The Consulting Team features unique experience that can serve the City of West Sacramento, including:

- **Recent completion of numerous municipal parks and recreation planning projects** including Lodi, CA; Healdsburg, CA; Riverside, CA; San Francisco; CA; Los Angeles, CA; Carlsbad, CA; Malibu, CA; Pasadena, CA; San Jose, CA; Santa Clara County, CA; Walnut Creek, CA; Roseville, CA; Temple City, CA; Everett, WA; West Richland, WA; Provo, UT; Glendale, AZ; Scottsdale, AZ among many others

The matrix below illustrates why our Consulting Team is the most qualified in relation to the qualifications requested by the City of West Sacramento.

Qualifications	PROS Consulting
Experience with parks, recreational facilities, programs and service management	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	Successfully completed over 1,000 planning projects in all levels of the public sector
Familiarity with public sector cost accounting and budgeting	Successfully completed over 150 cost of service, financial management, or revenue enhancement plans for public clients
Knowledge of existing park-centric partnerships throughout the country	Directly assisted over 70 public clients with identifying, establishing, and maintaining innovative partnerships
Experience developing fiscal or financial plans at facility level (park or sector), or system level	Successfully completed over 200 business plans for individual parks and park systems
Public facilitation experience	Facilitated over 4,000 meaningful public meetings and focus groups throughout the United States
Personnel training experience	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 California	Completed similar projects in Riverside County, Carlsbad, Los Angeles, Malibu, Lodi, Temple City, Pasadena, Fair Oaks Rec. and Park District, Orangevale Rec. and Park District, Cordova Rec. and Park District, Half Moon Bay, San Mateo, San Francisco, San José, Sonoma County, Roseville and Sacramento, California State Parks and many other parks and recreation agencies across California
Experience in CAPRA Accreditation	Assisted the following agencies with CAPRA Accreditation in the past through master and strategic plans: Carlsbad, CA; Kansas City, MO; Carmel, IN; Westerville, OH; Roanoke, VA; Toledo, OH MetroParks; Prince George's County, MD; Mecklenburg County, NC and many others throughout the last 20 years. Two CAPRA Visitors on staff.
Forensic accounting and economic analysis experience	Utilized forensic accounting in all cost of service, business plan projects, and economic impact analysis; former public finance director and CPA on staff
Operational and programming analysis experience	PROS Consulting has completed over 300 operational and programming studies for a wide variety of parks and recreation planning projects on a system-wide level as well as site/facility specific
Statistically-Valid Survey Development and Benchmarking	Members of the project team have completed over 300 statistically-valid surveys on park related projects. Through this work, members of the project team have developed a benchmark of "best practice" agencies across North America
Park Master Plan Design	Jacobs has significant experience in the design and planning of a wide range of parks and recreation planning projects. Whether designing a new facility or renovating and expanding an existing park, design recommendations integrate flexibility of use, ease of maintenance, and sustainable solutions.

Subcontractors

We have expanded our expertise and capabilities in order to best serve the needs of the City of West Sacramento in this Parks and Open Space Master Plan Update. Our team members have worked with us on similar projects in the past and have a great reputation across the industry, both locally and nationally.

JACOBS®



Jacobs is a multi-disciplinary architecture and engineering firm with a local office in mid-town Sacramento. The landscape architects in this office have been providing park and recreation services within the Sacramento region the past 15 years. The staff has a passion for developing Park & Open Space facilities that will elevate the City of West Sacramento as a premier community within California. The team will support PROS in developing the master plan with site specific design solutions. The designs can serve as a catalyst for tourism and new investment, both public and private that create new opportunities for recreation while also showcasing the unique characteristics of West Sacramento.

Jacobs understands the importance of the master plan in securing future funding. Our team has experienced professionals that know how to design and package the information in order to capitalize on various sources of national, state and local funding. This understanding is critical to the success of the master plan when paired with applications for transportation, conservation and flood protection programs. We also understand that a bold vision must be created using a process that is consensus oriented - a vision that will capture the interest of City leadership and funding agencies at both a local and regional level; a vision that can leverage multiple objectives into a comprehensive master plan for the future.

Extension of Staff – we will work alongside the City staff to complete the master plan. Our offices are located near City Hall allowing our team to be highly collaborative and flexible as circumstances change.

Long-term Commitment to Success – our team has a vested interest in the success of West Sacramento, Yolo County and the surrounding region. We will be here to see the master plan fully implemented.

Consensus – the master plan must engage stakeholders including policy makers, land owners, residents, business owners, bicycle clubs and many more. The process is often equally important to the outcome. Our team has extensive experience in gathering momentum for a project through the outreach process.

Innovation – the master plan must explore the future of recreation facilities and must also consider emerging trends in virtual gaming and virtual learning. Our team has implemented technology into public spaces such as parks and riverfronts for many years and we eagerly anticipate the potential to have one of the first "smart parks" in West Sacramento.



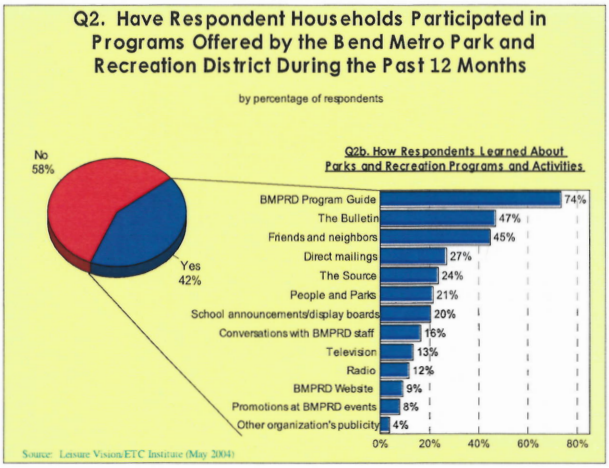
ETC Institute

Our ability to Effectively Listen & Involve Citizens and Clients has given ETC Institute a reputation as one of the premier public policy market research firms in the country. ETC Institute's services focus on involving citizens, users, and stakeholders in the decision making process and developing creative and sustainable funding strategies.

Core services of the firm involve conducting statistically valid phone and mail/phone services and related market research. We have conducted more than 600 surveys for parks and recreation systems in 46 states across the Country for a wide variety of projects including parks and recreation master plans, strategic plans and feasibility studies.

Established in 1992, the principals and associates of ETC Institute helped secure funding for more than $2 billion of parks and recreation projects.

PROS Consulting and ETC Institute have teamed on more than 300 similar parks and recreation projects.





Project Approach

Project Understanding



The City of West Sacramento has a strong commitment in providing high-quality parks, recreation and community services to its citizens. As such, the City desires a comprehensive *Parks and Open Space Master Plan Update* to create a clear vision, action plan, and financial strategy plan to define a clear path for providing parks, open space, and recreation services for the community. A system-wide approach to evaluating parks, programs and recreational facilities is desired in order to develop goals, policies and guidelines with achievable strategies.

The City desires a dynamic, forward thinking, comprehensive plan to strengthen existing parks, facilities, and programs services to serve as a road map for the future. Through the collection and analysis of data, the planning process will identify what is needed and develop a plan for the Department's parks, open space, trails, recreation facilities, and programs for the next 10 years. The outcome will be an action plan that will enable the Department to improve the parks system in a way that best utilizes the efforts and resources of all involved. The plan will include at a minimum the following components:

- **Data-driven analysis**, including a statistically-valid survey to predict trends and patterns of use and how to address unmet needs in the City of West Sacramento.
- **Determine unique Level of Service Standards**, validated by local data, to develop appropriate actions regarding parks, recreation programs and facilities that reflects the City's strong commitment in providing high quality recreational activities for the community.
- **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.
- **Develop a dynamic and realistic strategic action plan** that is clear, concise and adaptable to ensure long-term success and financial sustainability for the City's parks, recreation programs and facilities, as well as action steps to support the family-oriented community and businesses that call West Sacramento home.

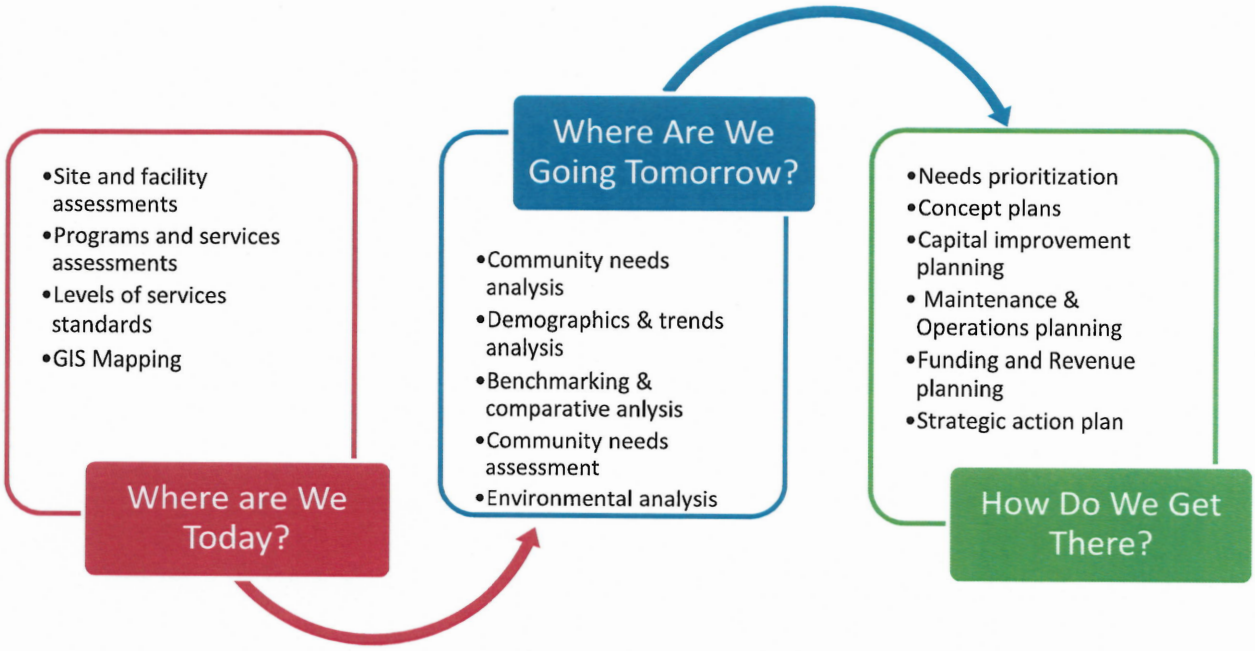


The PROS Consulting Team proposes to utilize its Community Values Model™ as the foundation of the *Parks and Open Space Master Plan Update*. The Community Values Model™ is an innovative process to evaluate the public's needs for parks and recreation services in a meaningful way. Input, guidance and values are used to create overall guiding principles and values of the community related to the delivery of parks and recreation services. The Community Values Model™ is then used as the basis for developing or reaffirming the vision, mission and strategic objectives for the *Parks and Open Space Master Plan Update*. The strategic objectives address six unique areas of master planning including:

Community / Mandates Priorities	Standards	Levels of Services	Financial / Revenue	Partnerships	Governance / Organization
• Health & Wellness • Principles of Community • Mandatory Elements for Facilities, Programs & Services	• Land and Open Space • Facilities • Programs • Maintenance	• Levels of Service Delivery • Core Services • Role in Delivery vs. Other Service Providers	• Funding Mechanisms to Support Operations & Capital	• Public/Public • Public/Not-for-Profit • Public/ Private	• Design/Align Organization to Support Vision and Values to Community

Key Steps in the Process

The *Parks and Open Space Master Plan Update* will create a clear set of objectives that will provide direction to Department staff, the City Council, and the Parks, Recreation & Intergenerational Commission for a short-term, mid-term and long-term range. There are numerous steps in the project, with the following key areas of focus being foundation components.



Project Scope of Work

The PROS Consulting Team proposes a customized approach to address the requirements of the *Parks and Open Space Master Plan Update* and will deliver a living and working document that provides guidance for both short-term and long-term goals in a financially sustainable and achievable manner. The following is a detailed approach to develop the plan related to implementing specific action items.

Task 1 -Project Management, Progress Reporting & Data Collection

A. Kick-off Meeting, Data Collection & Project Management – A kick-off meeting should be attended by the Parks and Open Space Master Plan Advisory Team and Consulting Team members to confirm project goals, objectives, and expectations that will help guide actions and decisions of the Consulting Team. Detailed steps of this task include:

- Confirmation – The project goals, objectives, scope, and schedule will be confirmed.
- Outcome Expectations – Discuss expectations of the completed project.
- Communications – Confirmation on lines of communication, points of contact, level of involvement by Department staff and local leaders, and other related project management details. Also, protocols and procedures for scheduling meetings should be agreed to.
- Data Collection – The Consulting Team will collect, log, and review key data and information to facilitate a thorough understanding of the project background. Data from recent and relevant planning efforts will be reviewed and integrated including:
    - General Plan 2035;
    - Bicycle, Pedestrian, and Trails Master Plan Update;
    - Pioneer Bluffs Transition Plan;
    - Age-Friendly Action Plan;
    - Southport Levee Improvement Project; and
    - Multiple specific planning documents.

  The Consulting Team will facilitate a series of meetings with City staff and other key stakeholders to collect information, evaluate their vision for parks and recreation and gain insight into the needs and unmet needs of the community based on input received during other related planning efforts, current levels of participation in the system as well as previous outreach efforts and survey data collected. Additionally, the Consulting Team will gain an understanding of the community values, as well as begin to understand the opportunities, challenges and constraints of further developing the parks and recreation system in West Sacramento.

- Progress Reporting – The Consulting Team will develop status reports to the Department on a monthly basis. More importantly, we will be in close and constant contact with your designated project coordinator throughout the performance of the project. The Consulting Team and the project manager will hold progress meetings as often as necessary, at least once per month, until the final plan is approved by the City Council.

B. Progress Updates – The Consulting Team will conduct progress meeting presentations at key milestones (e.g. introduction of project and process, key findings, key recommendations) to the Advisory Team, City Council and the Parks, Recreation and Intergenerational Commission.

Task 2 -Civic Engagement

In lieu of traditional civic engagement methods, the Consulting Team will utilize existing data and outreach results from past city engagements to quantify use patterns and unmet needs. Data gaps identified from the results of this process will be addressed through utilizing one or more of the following tools:

A. Caught-In-The-Act Surveys - Caught-in-the-act surveys (Intercept surveys) of users in the process of using parks and facilities may be conducted to obtain additional and random community input over a one-day period. This

provides valuable insight and community feedback as people are 'caught in the act' of participating in a program or event or using a park, trail or facility.

B. **Crowd-Sourcing Project Website** –Development of a customized project website to provide on-going project updates and serve as the avenue to crowd-source information throughout the project for the entire community. This can be a very effective tool in engaging the community on an on-going basis as well as maximize outreach to an audience that may not traditionally show up at public meetings or choose to respond to a phone or mail survey.

C. **Statistically-Valid Needs Analysis Survey** – The Consulting Team will perform a random, scientifically valid community-wide household survey guided by information previously collected from staff and stakeholders to capture any missing data, validate need, unmet need, priorities and support for system improvements that include facility, programming, and park needs of the City. This survey is effective in capturing those individuals who may not be users of the parks and recreation system. The survey will be administered by phone or by a combination of a mail/phone survey and will have a minimum sample size of 375 completed surveys at a 95% level of confidence and a confidence interval of +/- 5%. Prior to the survey being administered, it will be reviewed by the City staff.

Task 3 - Existing and Future Facilities - Analysis of Level of Services

A. **Existing Park and Facility Inventory and Assessment** – Our team will document the existing park and recreation facilities via photographs and written summaries. We develop tables which identify and evaluate quality of parks and facilities based on field visits to each park to determine the conditions of buildings, grounds, equipment, and overall appearance. We identify any major deferred maintenance items and provide a general assessment of the accessibility of the facilities. We also address the adequacy for stated purposes and use and the potential for expansion based on previously prepared master plans, and document the current hours of operation. We will also examine the functionality of the existing park site plans and make recommendations for improved vehicular and pedestrian flow, operations and efficiency.

Analysis will consider not only the capacity of each amenity found within the system (playgrounds, ball fields, trails, natural areas, special facilities, etc.) but also address functionality, accessibility, condition, comfort and convenience, including environmental justice and aging in place opportunities.

The Consulting team will provide evaluation and analysis of current management and operations practices giving specific attention to parks maintenance and staffing (consideration will be given to contract maintenance vs. in-house staffing) with recommendations pertinent to future growth of parklands, buildings and facilities, and related services.

B. **Park Classifications and Level of Service Standards** – The Consulting Team will work with the Department to review and confirm, modify or add to existing park classifications, and preferred facility standards for all park sites, trails, open space amenities including common areas and indoor and outdoor facilities. These classifications will consider size, population served, length of stay, and amenity types/services. Facility standards include level of service standards and the population served per recreational facilities and park amenities. Any new or modified classification or standard will be approved as required. These are based on regional, statewide or nationally accepted parks and recreation standards, as well as the Consulting Team's national experience and comparison with peer/survey agencies. These standards will be adapted based on the needs and expectations of the City.

C. **Geographical Analysis through Mapping** – The Consulting Team will work with the Department to determine appropriate GIS mapping. The Consulting Team can utilize GIS to perform geographical mapping to identify service area analysis for specific facilities and programs. This includes mapping by classification and major amenities by facility standards as applied to population density and geographic areas. A service area is defined

as a circular area around a park or amenity whose radius encompasses the population associated with the appropriate facility standard for each park classification and amenity. Using the facility standards and service areas provided by the Consulting Team for each park and major facility type (amenity), a series of maps by each park classification and major amenities will be prepared. Major parks and facilities to be mapped could include:

- Neighborhood Parks
- Community Parks
- Soccer Fields
- Football Fields
- Baseball Fields
- Softball Fields
- Basketball Courts
- Tennis Courts
- Trails
- Playgrounds
- Age-friendly Amenities
- Picnic Pavilions
- Aquatics/Pools
- Recreation/Community Centers

This mapping identifies gaps and overlaps in service area. It is assumed that the Department will provide base GIS information including inventory and general location of park sites and amenities. The Consulting Team will provide maps in digital format (ARCGIS and Adobe Acrobat PDF format) and hard copy.

Task 4 - Trends and Standards

A. **Demographic & Recreation Trends Analysis** – The Consulting Team will utilize the City's projections and supplement with census tract demographic data obtained from Environmental Systems Research Institute, Inc. (ESRI), the largest research and development organization dedicated to Geographical Information Systems (GIS) and specializing in population projections and market trends; for comparison purposes data will also obtained from the U.S. Census Bureau. This analysis will provide an understanding of the demographic environment for the following reasons:

- To understand the market areas served by the park and recreation system and distinguish customer groups.
- To determine changes occurring in the City and the region, and assist in making proactive decisions to accommodate those shifts.
- Support Aging in Place principals.
- Provide the basis for Equity Mapping and Service Area Analysis

The City's demographic analysis will be based on US 2010 Census information, 2017 updated projections, and 5 (2022) and 10 (2027) year projections. The following demographic characteristics will be included:

- Population density; Age Distribution ; Households; Gender; Ethnicity; Household Income

From the demographic base data, sports, recreation, and outdoor trends are applied to the local populace to assist in determining the potential participation base within the community. The Consulting Team will also provide additional of emerging parks and recreation trends as it relates to both suburban and urban development, innovation opportunities, and current state and national standards that will have influence on the *Parks and Open Space Master Plan Update.* For the sports and recreation trends, the Consulting Team utilizes the Sports & Fitness Industry Association's (SFIA) 2017 Study of Sports, Fitness and Leisure Participation, ESRI local market potential, as well as participation trends from the Outdoor Foundation on outdoor recreation trends.

B. **Benchmark Analysis** – A benchmark analysis will be completed to compare the West Sacramento Parks and Recreation Department to five (5) other relevant peer agencies. The Consultant Team will work with the Department to identify the 15 key metrics to be surveyed and analyzed, as well as the benchmarked communities.

Task 5 - Department Assessment

A. **Recreation and Services Program Assessment** – Recreation programs and special events are the backbone of park and recreation agencies. This assessment will review how well the Department aligns itself with community needs. This process will also include a comprehensive evaluation of the long-term programming, operations, and maintenance of the Community Center and Recreation Center. The goal of this process is to provide recreation program enhancements that result in successful and innovative recreation program offerings, as well as recommendations for minimizing duplications and collaborate partnerships where appropriate. The Consulting Team will provide insight into recreation program trends from agencies all around the country. The process includes analysis of:

- Age segment distribution
- Lifecycle analysis
- Core program analysis and development
- Similar provider analysis/duplication of service
- Market position and marketing analysis
- User fee analysis for facilities and programs/services
- Review of program development process
- Backstage support, or service systems and agency support needed to deliver excellent service

Ultimately, the outcome of the process will be the creation of a dynamic recreation program plan that results in increased registration, drives customer retention and loyalty, improves customer satisfaction, and increases revenues. Additionally, it will help focus staff efforts in core program areas and create excellence in those programs deemed most important by program participants.

B. **Operational Assessment** – The Consulting Team will perform an analysis of the current practices of the Department to evaluate its operational situation, if desired by the City. This analysis will identify future Department organization and staffing needs, improved operational efficiencies, policy development, process improvements, system and technology improvements, and marketing/communication opportunities. This task will include recommendations in a comprehensive manner. This will include data collection, analysis and on-site observations of key organizational components in the following areas:

- Classification of services
- Administrative delivery
- Maintenance and operating standards
- Organizational design and staffing
- Customer service
- Staffing levels
- Field equipment/resources
- Service contracts
- Workload requirements
- Procedures manuals
- Existing policy and procedures management
- Performance measures and indicators
- Information systems and technology
- Marketing and communications

- Identify and expand partnerships/volunteer support for facilities and services
- Review and suggest new rules and regulations related to parks

Task 6 - Community Needs Assessment

A. **Rank and Prioritize Demand and Opportunities** – The Consulting Team will synthesize the findings from data collected, relevant standards, demographics and trends analysis, park and facility assessment, recreation services assessment and the service area mapping into a quantified facility and program priority ranking. This priority listing will be compared against gaps or surplus in recreation services, parks, facilities and amenities. This will list and prioritize facility, infrastructure, amenities, and program needs for the parks and recreation system and provide guidance for the Capital Improvement Plan. The analysis will include probable future parks, recreation facilities, open spaces and trail needs based on community input, as well as state and national user figures and trends. Also, a set of prioritized recommendations for maintenance and renovation of parks, trails and recreation facilities will be developed. The Consulting Team will conduct a work session with staff to review the findings and make revisions as necessary.

B. **Capital Improvement Plan** – PROS Consulting recommends the development of a three-tier capital improvement plan that will assist the City in the inevitable and continuous rebalancing of priorities and their associated expenditures. Each tier reflects different assumptions about available resources.

- The **Critical Alternative** has plans for prioritized spending within existing budget targets and focuses on deferred maintenance and lifecycle replacement of assets and amenities within the existing parks system. The intention of this alternative is to refocus and make the most of existing resources with the primary goal being for the department to maintain high quality services.
- The **Sustainable Alternative** describes the extra services or capital improvement that should be undertaken when additional funding is available. This includes strategically enhancing and renovating existing parks and facilities to better meet the park and recreational needs of West Sacramento residents that would require additional operational or capital funding. In coordination with the City Manager's Office, the Finance Department and City Council, the Parks and Recreation Department would evaluate and analyze potential sources of additional revenue, including but not limited to capital bond funding, partnerships, grants, and existing or new taxes.
- The **Visionary Alternative** represents the complete set of services and facilities desired by the community. It is fiscally unconstrained but can help provide policy guidance by illustrating the ultimate goals of the parks and recreation system and by providing a long-range look to address future needs and deficiencies. In the Master Plan, the Visionary Alternative addresses complete renovations of aging parks and facilities and the development of new parks and facilities. Funding for visionary projects would be derived from partnerships, private investments, grant funding and new tax dollars.

Task 7 - Action Plan & Master Plan Development

The *Parks and Open Space Master Plan Update* will be framed and prepared through a series of work sessions with City staff. It is anticipated that in completing the Parks and Open Space Master Plan update, the General Plan shall be used as a guide, paying close attention to policy and action items outlined in the Parks and Recreation Element, as well as the Natural and Cultural Resources, Urban Structure and Design, Safety, and Healthy Community elements. Other related planning documents, including specific plans and master plans, will also be incorporated. The overall vision and mission statements will be affirmed or modified, and direction for the Department will be established along with individual action strategies that were identified from all the research work completed. Key recommendations and tactics that support each action strategy to its fullest potential will be outlined in a strategy matrix with priorities, timelines, measurement, and teams within the Department or external partners to focus on. Specific tasks include:

A. **Confirm Vision, Mission and Goals/Objectives** – The supporting vision and mission statements will be affirmed or updated with senior Department staff in a work session. Following this effort, goals/objectives and policies will be established/confirmed and prioritized. A status briefing will be presented to gain input and consensus on direction.

B. **Financial Analysis** – The Consulting Team will perform analysis to document the financial situation of the Department. The financial analysis will look at the budget, pricing policy, user fees, current and other revenue generating opportunities, grant opportunities, and the revenue forecast. This analysis will identify the financial situation of the Department with three primary goals:

- Understand the financial dynamics to further advance the understanding of operations gained through the work described above
- Review funding and accounting practices with an objective of accurate financial fund tracking and the ability of the Department to have more useful financial information for strategic decision-making
- Seek opportunities to improve the financial sustainability of the Department including evaluating expenditures and increasing current and new sources of revenue

This review will include comparison of current policies with national standards of best practice agencies. The Consulting Team will recommend policies and adjustments to current policies where enhancements may be needed or gaps are identified.

C. **Funding and Revenue Strategies** – Funding strategies will be developed based on our review and analysis, as well as the national experience brought by the Consulting Team. The Consulting Team has identified numerous funding options that can be applied to the *Parks and Recreation Master Plan* based on the community values and will be tailored to each "bucket" of capital improvements. The funding strategies to be evaluated for recommendations will include at a minimum:

- Fees and charges options and recommendations
- Endowments/Non-profits opportunities for supporting operational and capital costs
- Sponsorships to support programs, events, and facilities
- Partnerships with public/public partners, public/not-for-profit partners and public/private partnerships
- Dedicated funding sources to support land acquisition and capital improvements
- Development agreements to support park acquisition, open space and park and facility development
- Earned Income options to support operational costs
- Land or facility leases to support operational and capital costs
- Identify grant opportunities and resources to construct parks and facilities identified in the Master Plan including suggested timelines

D. **Strategic Action Plan Development** - Upon consensus of all technical work, the remaining action plan will be completed with supporting strategies, actions, responsibilities, priorities/timelines and cost estimates. These strategies will be classified as short-term, mid-term or long-term strategies and priorities. This will be reviewed with senior Department staff and the Advisory Team in a half-day work session. The Consulting Team will propose a prioritization schedule and methodology used on successful master plans across the United States from their work. Action plans will be established in the following key areas:

- **Land Acquisition, Development and Improvements** – Recommendations that provide for short and long term enhancement of land acquisition in the Department. This will include useable and workable definitions and recommendations for designated park and open space with acreages and parameters defined as appropriate.
- **Park and Facility Management** – Recommendations that provide for short and long term enhancement of park and facility management practices of the Department.

- **Programs and Services** – Recommendations that provide for short and long term development and maintenance of programs and services provided by the Department, including opportunities to improve meeting user needs.
- **Financial and Budgetary Capacity Development** – Recommendations that provide for short and long term enhancement of the financial and budgetary capacity of the Department related to parks and lands.
- **Policies and Practices** – Specific policies and practices for the Department that will support the desired outcomes of the Master Plan will be detailed.

E. **Draft Report Preparation and Briefings**– The Consulting Team will prepare a draft Master Plan with strategies taking into account all analyses performed and consider the fiscal and operational impacts to the Department. The recommendations and prioritization of needs will be reviewed and discussed with the Department and presented to the City Council and Parks Recreation, and Intergenerational Services Commission.

F. **Final Master Plan Presentations, Preparation, and Production** – Upon comment by all vested staff and the community, the Consulting Team will revise the Draft Master Plan to reflect all input received. Once the draft Master Plan is approved by the Department, the Consulting Team will prepare a final summary report and present to the City Council and Parks Recreation, and Intergenerational Commission for final approval and adoption. The final plan will be prepared with a Summary Report delivered along with associated appendices (technical reports).

The final plan will include at a minimum:

- Goals, policies and priorities that articulate a clear vision or "road map" for the Parks and Recreation Department, using the General Plan and other relevant planning documents as a guide;
- A summary of existing conditions, inventories and level of service analysis;
- Community surveys that build on outreach completed as part of the General Plan 2035 and other planning update processes to determine interests/needs;
- A comprehensive list of recommended improvements and amenities for existing and new facilities, with an emphasis on those projects that have near-term implementation potential;
- Recommendations for updated standards that reflect the unique characteristics of West Sacramento and differentiate between urban and suburban opportunities and needs;
- An implementation plan that creates a clear plan for development of parkland, recreational facilities, open space and trails, as well as recommendations for operations, staffing, maintenance, programming and funding needs;
- A financial plan including cost projections for development and operations and maintenance, short- and long-term funding mechanisms and opportunities for available funding and acquisition alternatives, recommendations on updates to the existing Park Impact Fee program, potential addition of new fees (i.e. Quimby Fee) for capital expenses and how to address ongoing park maintenance costs;
- Charts, graphs, maps and other data as needed to support the Plan and its presentation to appropriate audiences; and
- References to other applicable City documents as necessary.

Task 8 - Environmental

A. **Environmental Analysis** – The Consulting Team will prepare a technical memorandum (TM) that assesses the degree to which the environmental effects of implementation of the Parks and Open Space Master Plan is addressed in the City's General Plan 2035 Policy Document PEIR. The information will include substantial evidence to potentially support "within the scope" findings, as allowed under CEQA. The TM will include information typically provided in the CEQA checklist (Appendix G of the CEQA Guidelines).

Assumptions: the City of West Sacramento certified a programmatic environmental impact report (PEIR) (dated November of 2016) that evaluated a comprehensive update to the City's General Plan 2035 Policy Document will address all of the impacts of an updated Parks and Open Space Master plan, and that the updated Parks and Open Space Master Plan will qualify for a "within the scope" finding and it would not be necessary to reinitiate the CEQA process for the Plan.

Deliverables: Technical Memorandum and CEQA Checklist.

Task 9 - Additional Analyses

The Consulting Team will prepare the following additional analyses to support the long-term viability and implementation of the Parks and Open Space Master Plan including:

C. **Landscape Development Guidelines / Standard Specifications** - Based on research work completed as part of the Master Plan effort, the Consulting Team will update the City's Landscape Development Guidelines to include: review of plant palettes and provide recommendations for improvements, update illustrative materials, assist in developing CPTED and "green/sustainable" development principles and practices and revise guidelines/compile a final document. In addition to the Landscape Development Guidelines, prepare an update to the "landscape specifications & details" in the City of West Sacramento Community Development Engineering Division Standard Specifications.

D. **Central Park Evaluation** – The Consulting Team will evaluate the need/interest for a Central Park, as well as the planning framework for the park to include park amenities, possible locations, funding strategies, and both the community and economic benefits of a Central Park. – The Consulting Team will establish operational standards and costs for the Park based on set maintenance standards for the full operations. The Consulting Team will evaluate the opportunities for expanded programs and services and management alternatives to develop a program and management strategy to support the needs of the users of the site. The Consulting Team will identify best practices for funding and maintaining the site, including capital vs operations cost. This will be converted into a five year pro forma and operating budget. Funding options will be identified and evaluated against their potential support and success.

E. **Site Specific Reuse Plan** – The Consulting Team will evaluate and inventory current City-owned/managed park land. One site specific reuse plan for a previous High School site will be prepared noting suggested park facilities and amenities. The plan for the park land will reflect the needs assessment of the local community. It will include a distinct outreach plan and include conceptual-level designs and cost estimates. It is anticipated that this information will be used to help position the City/site for future grant funding. The Consulting Team will evaluate the opportunities for expanded programs and services and management alternatives to develop a program and management strategy to support the needs of the users of the site. The Consulting Team will identify best practices for funding and maintaining the site, including capital vs operations cost. This will be converted into a five year pro forma and operating budget. Funding options will be identified and evaluated against their potential support and success.

Assistance from City

Before any project begins, it is imperative to discuss the City's aspirations for this Parks and Open Space Master Plan Update. This will focus on the key issues, as well as the outcomes the City desires of the plan. PROS Consulting will ensure that the project is properly staffed, scoped, and scheduled to meet the City's expectations. The planning path utilized by PROS Consulting is shown below:



When PROS Consulting assigns a project team, we commit to our key personnel remaining with the project until completion. In the event we need to make up schedule time, PROS Consulting will minimize the effect by making sure all staff members are involved and up-to-date with the project, including our Project Manager, President, and Senior Managers. As such, any introduction of new staff to the project will be quick and seamless.

Successful projects stem from open communication, identified project roles, and an understanding of what is expected from each other. The PROS Consulting Team will need assistance from the City of West Sacramento to identify and schedule/invite key stakeholders for interviews and focus groups. Additionally, assistance securing meeting locations and promoting public workshops/forums will be helpful to ensure maximum exposure.

The PROS Consulting Team will submit a Data Request needed for the project and it will be included in the overall project plan document. It should be noted, however, that not all organizations will have every piece of requested information available so the following list serves as a comprehensive "wish list" of possible data sources that the PROS Consulting Team would like to have. The example list includes:

- GIS mapping data for the City (either a CD with the data or contact information for obtaining the data)
- Park and recreation budgets by department for the last five years (and including current year)
- Any public opinion information related to parks and recreation completed in the last three years
- Copies of existing program policies/procedures for review and comment
- Current ordinances and policies related to parks and recreation desired for review and comment
- Staff organizational structure with names
- Breakdown of revenue streams used to help support the operational budget
- The last two years of annual reports (if produced)
- Capital improvements completed in the last five years and capital budget for next five years
- Any partnership agreements in place along with partnership contact information
- Current inventory and classification system used for park land, facilities, and amenities
- Complete listing of all programs and special events annually
- Any available park visitation and program participation data (multi-year if possible, showing trends)
- Any physical assessment reports completed on park facilities/infrastructure
- Any management or operating agreements with for-profits and non-profits
- Existing master plans for parks/trails where future improvements/additions are planned
- Any available planning documents related to open space, future growth/land use, trails, etc.
- List of key issues that the Department is facing that must be addressed in the study
- List of all parks (including addresses and amenities) that will have lifecycle assessments conducted

Project Cost

The following fee breakdown is based on the project approach described in the Scope of Work for the Parks and Open Space Master Plan Update. The PROS Consulting Team has based this fee on our current understanding of the City of West Sacramento's goal for the project. We would appreciate the opportunity to meet and discuss the project approach and fees to ensure they are consistent with the expectations of the City, as we are flexible in meeting your needs.

Task 1 - Project Management, Data Collection and Progress Reporting	
A. Kick-off Meeting, Data Collection & Project Management	$ 24,250
B. Progress Updates	$ 15,100
Expenses	**$ 4,000**
Subtotal Dollars	**$ 43,350**
Task 2 - Civic Engagement	
A. Caught-In-The-Act Surveys	$ 1,860
B. Crowd-Sourcing Project Website	$ 12,480
C. Statistically-Valid Needs Analysis Survey	$ 17,480
Expenses	**$ 4,000**
Subtotal Dollars	**$ 35,820**
Task 3 - Existing and Future Facilities - Analysis of Levels of Service	
A. Existing Park and Facility Inventory and Assessment	$ 12,960
B. Park Classfications and Level of Service Standards	$ 5,480
C. Geographical Analysis through Mapping	$ 6,880
Expenses	**$ 3,000**
Subtotal Dollars	**$ 28,320**
Task 4 - Trends and Standards	
A. Demographic and Recreation Trends Analysis	$ 4,040
B. Benchmark Analysis	$ 5,060
Expenses	**$ 2,000**
Subtotal Dollars	**$ 11,100**
Task 5 - Department Assessment	
A. Recreation and Services Program Assessment	$ 12,000
B. Operational Assessment	$ 8,060
Expenses	**$ 3,000**
Subtotal Dollars	**$ 23,060**
Task 6 - Community Needs Assessment	
A. Rank and Prioritize Demand and Opportunities	$ 7,440
B. Capital Improvement Plan	$ 6,120
Expenses	**$ 3,000**
Subtotal Dollars	**$ 16,560**
Task 7 - Action Plan & Master Plan Development	
A. Develop Vision, Mission and Goals/Objectives	$ 3,880
B. Financial Analysis	$ 5,660
C. Funding and Revenue Strategies	$ 7,760
D. Strategic Action Plan Development	$ 6,360
E. Draft Report Preparation and Internal Briefings	$ 9,360
F. Final Master Plan Presentations, Preparation and Production	$ 11,760
Expenses	**$ 6,000**
Subtotal Dollars	**$ 50,780**
Task 8 - Environmental	
A. Environmental Analysis	$ 19,240
Expenses	**$ 600**
Subtotal Dollars	**$ 19,840**
Task 9 - Additional Analyses	
A. Landscape Development Guidelines / Standards Specifications	$ 22,240
B. Central Park Evaluation	$ 20,750
C. Site Specific Reuse Plan	$ 17,750
Expenses	**$ 2,000**
Subtotal Dollars	**$ 62,740**
TOTAL EXPENSES	**$ 27,600**
TOTAL FEES	**$ 263,970**
TOTAL DOLLARS	**$ 291,570**

EXHIBIT B

Consultant Proposal/Scope of Work for Pioneer Bluff and Stone Lock Reuse Master Plan
Recreation Planning and Design Services

JACOBS Additional Scope of Services – Pioneer Bluff and Stone Lock Reuse Master Plan West Sacramento (in coordination with the Parks & Open Space Master Plan Update)

The following services will be provided by Jacobs to the City of West Sacramento as a sub-consultant to PROS as an extension of the City of West Sacramento Parks and Open Space Master Plan.

OVERVIEW:

The City of West Sacramento has identified two park sites (sites 1 & 5 on Attachment 1) and the Stone Lock facility (site 3) that require programming and preliminary design. This work shall be completed in coordination of the parks & recreation master plan update (PROS) and the Pioneer Bluff Reuse Master Plan (City).

It is assumed that the programming and outreach for these sites (3 total) will be completed in concert with the overall master plan in accordance to the schedule provided below. The tasks below can be added to the scope / contract for the P&R master plan.

9.4 Neighborhood Park Site #1 – The consulting team will evaluate potential uses and programming for this 4-acre park site located along the Barge Canal at northern terminus of Arlington Road. This will include review of adjacent uses, trail connections (elements 3, 4 and 5A on Attachment 2), water access and other recreational opportunities for the site. Coordination with other plans in the area includes the Barge Canal Bike Trail, Citywide Bike Master Plan and the proposed high density residential project to the east.

> *Assumptions: The city will arrange for meetings with the adjacent developer and neighborhood residents for the programming of the park site (2 meetings total). The conceptual plan will be provided to the city for use in the Pioneer Bluff and Stone Lock Reuse Master Plan and the Parks & Recreation Master Plan Update.*
>
> *Deliverables: One park site program and conceptual plan showing design and recreation features on an aerial with adjacent land uses and conceptual cost estimate. Design objectives in narrative format for use in planning & policy documents.*

9.5 Neighborhood Park Site #5 - The consulting team will evaluate potential uses and programming for this 3-4 acre park site located in Southport adjacent to the existing Gateway Park. This will include review of potential bike/pedestrian connections to the Southport Gateway Park, Village Parkway the Sacramento River, conceptual ideas about the interface with the future residential development and programmatic elements. Coordination with other plans in the area includes the Clarksburg Branch Bike Trail, Citywide Bike Master Plan and the proposed master planned community to the east.

> *Assumptions: The city will arrange for meetings with the adjacent developer and neighborhood residents for the programming of the park site (2 meetings total). The conceptual plan will be provided to the city for use in the Pioneer Bluff Master Plan and the Parks & Recreation Master Plan Update.*
>
> *Deliverables: One park site program and conceptual plan showing design and recreation features on an aerial with adjacent land uses and conceptual cost estimate. Design objectives in narrative format for use in planning & policy documents.*

9.6 Stone Lock (site #4) Re-use Strategy - The consulting team will evaluate potential objectives and desired outcomes. Following the definition of these, the consulting team will develop a preliminary strategy for capturing and implementing the recreation re-use opportunities of this unique place along the canal waterfront. The strategy developed will include recommendations for both shaping and refining the redevelopment vision of the City-owned parcel and establishing early implementation steps. The visioning exercise may include programming, partnering concepts, recreational uses and other innovations that will preserve the uniqueness of the site. The strategy will also include a site inventory, a conceptual opportunity analysis of the existing facility and a discussion of the site's regional role and its connectivity between other open space elements include in the Pioneer Bluff and Stone Lock Reuse Master Plan.

Assumptions: The visioning and implementation recommendations will be conceptual; details regarding the operation of the locks, flood protection and building code issues are not included. Coordination with the local, State and Federal regulatory agencies is excluded.

Deliverables: Visioning narrative and graphics to describe potential design solutions that incorporate this lock facility into the future development of the adjacent properties. Create an implementation checklist that identities the sequence of actions that the City could take towards executing the vision.

9.7 Coordination on Barge Canal Trail (site #5A and 5B) Design- The consulting team will review and provide comments on the barge canal design which is underway with Wood Rodgers, Inc.

Assumptions: The consulting team comments will be limited to issues related to the interface with deliverables described in Task 9.4 and Task 9.9 when applicable. The City will arrange for one meeting with Wood Rodgers, Inc.

Deliverables: Review and provide comments on the 30% and 65% engineering drawings.

9.8- Coordination of the Bulkhead Alternatives Analysis- The consulting team will participate in the identification and definition of the various recreation co-benefits for the alternate flood protection solutions being analyzed by Wood Rodgers, Inc. and provide limited content. The consulting team shall review final and provide comments on Wood Rodgers Inc. draft report.

Assumptions: The recreation co-benefits will be conceptual and the metrics developed for evaluation will be qualitative in nature. No more than four recreation co-benefits will be identified. The City will arrange monthly meetings with Wood Rodgers Inc. through 2017.

Deliverables: Recreation co-benefits, objectives, and metrics in narrative format for use in planning & policy documents. Review and provide comments on Wood Rodgers, Inc. draft report.

9.9- Miscellaneous Tasks Associated with the Development of the Parks, Open Space and Trail section of the Pioneer Bluff and Stone Lock Reuse Master Plan- The consulting may be asked to provide miscellaneous professional services in support of certain elements described in the draft Pioneer Bluff and Stone Lock Reuse Master Plan.

Assumptions & Deliverables: The scope of work and schedule will be mutually defined, shall commence upon receipt of a written notice proceed.

PROFESSIONAL SERVICES FEE:

9.4	Neighborhood Park Site 1	$9,500
9.5	Neighborhood Park Site 5	$8,500
9.6	Stone Lock Re-use Strategy	$11,000
9.7	Coordination on Barge Canal	$4,000
9.8	Coordination on Bulkhead Alternatives Analysis	$9,000
9.9	Misc. Tasks	$8,000
	Total:	$50,000

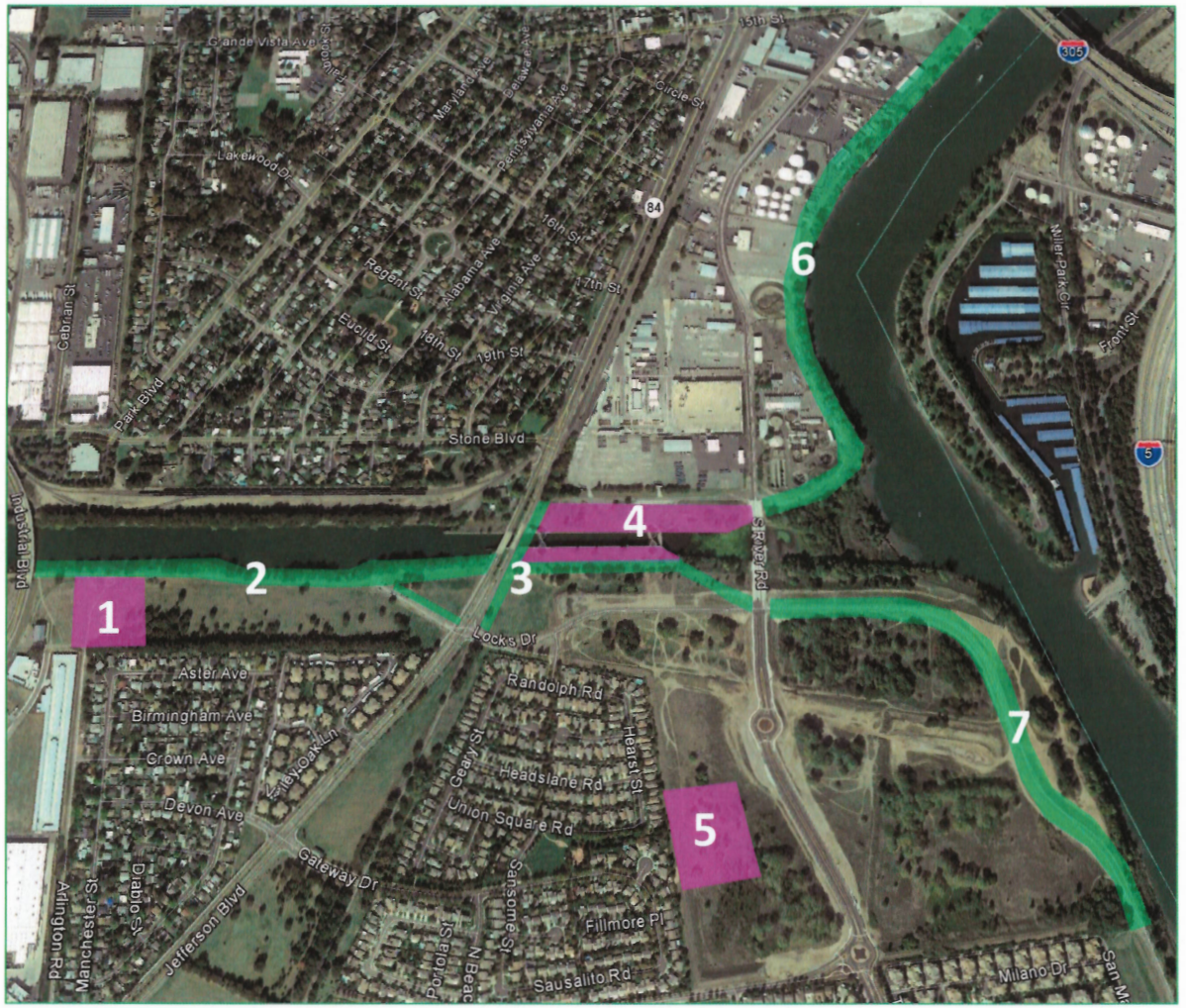
SCHEDULE:

9.4	Neighborhood Park Site 1	Completed in 12/31/2017
9.5	Neighborhood Park Site 5	Completed in 12/31/2017
9.6	Stone Lock Re-use Strategy	Completed in 1/31/2018
9.7	Coordination on Barge Canal	Completed in 12/31/2017
9.8	Coordination on Bulkhead Alternatives Analysis	Completed in 12/31/2017
9.9	Misc. Tasks	Completed in 3/31/2018

Pioneer Bluff/ Stone Locks Reuse Master Plan

Parks/ Open Space Vision (Revised)

- #1-Planned Neighborhood Park
- #2-Enhancement of Existing Barge Canal Trail
- #3-Clarksburg Branch Trail Extension
- #4-Stone Locks Facility Reuse
- #5-Planned Neighborhood Park
- #6-Pioneer Bluff Riverfront Trail
- #7- Existing Road/Trail Conversion



Attachment 1

Pioneer Bluff/ Stone Locks Reuse Master Plan

Active Transportation Elements

- #1-Seaway Trail
- #2-Sycamore Trail Phase 3
- #3-Barge Canal Crossing
- #4-Sycamore Trail Phase 4
- #5A-Barge Canal Trail
- #5B- Clarksburg/Stone Locks Trail
- #6- Clarksburg Branch Trail
- #7- Jefferson Connection
- #8- Stone Blvd Crossing
- #9- Pioneer Bluff Trail
- #10- Stone Locks Setback Levee Trail



100% Design, Permitting and CEQA/NEPA

Planned/Proposed New Crossings/Connection

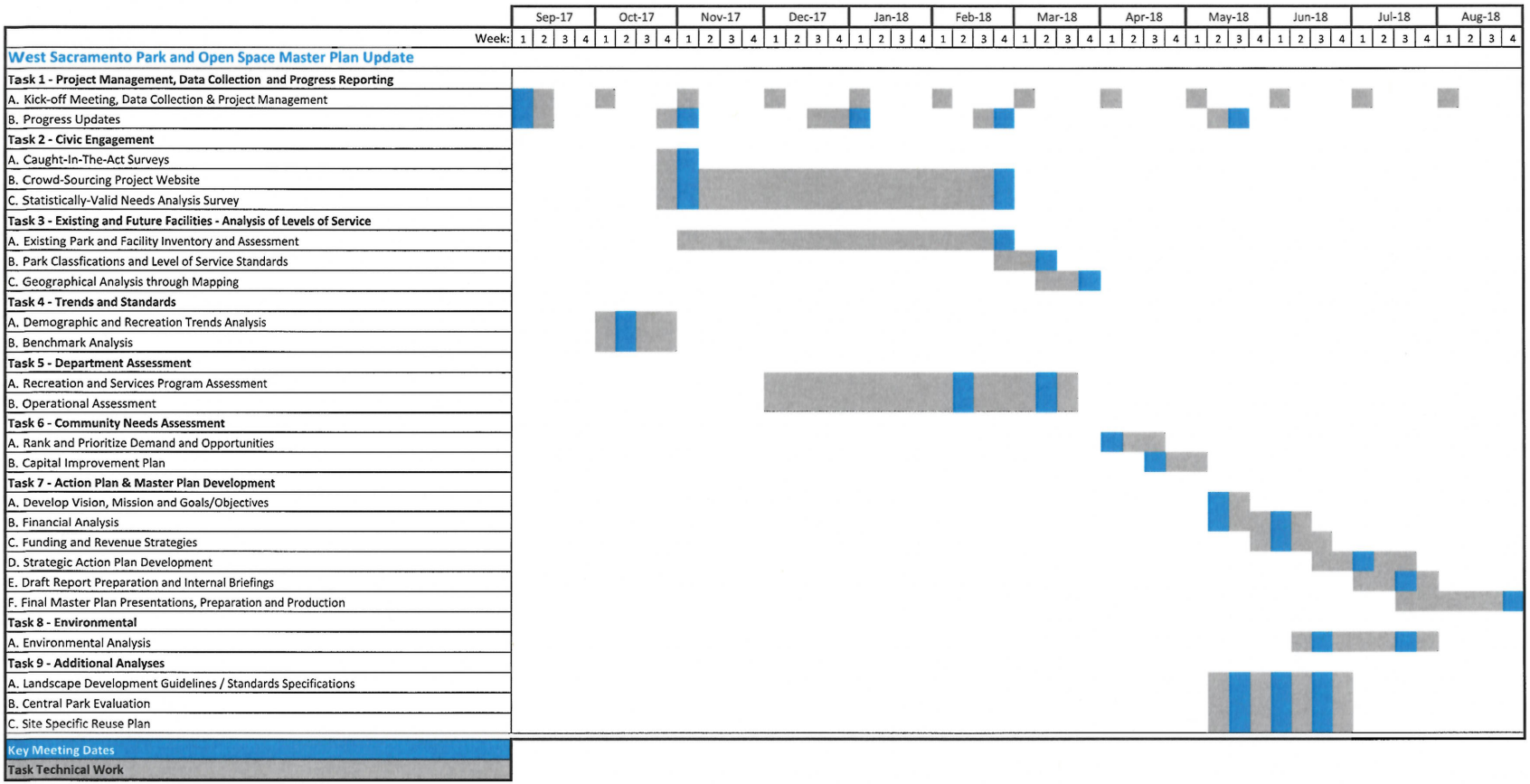
Existing Facility

Planned/Proposed Trail

Attachment 2

EXHIBIT C

Schedule of Performance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Dec-17
Jan-18
Feb-18
Mar-18
Apr-18
May-18
Jun-18
Jul-18
Aug-18
Week: 1 2 3 4 1 2 3 4 1 2 3 4 1 2 3 4 1 2 3 4 1 2 3 4 1 2 3 4 1 2 3 4 1 2 3 4 1 2 3 4 1 2 3 4 1 2 3 4 1 2 3 4
West Sacramento Park and Open Space Master Plan Update
Task 1 - Project Management, Data Collection and Progress Reporting
A. Kick-off Meeting, Data Collection & Project Management
B. Progress Updates
Task 2 - Civic Engagement
A. Caught-In-The-Act Surveys
B. Crowd-Sourcing Project Website
C. Statistically-Valid Needs Analysis Survey
Task 3 - Existing and Future Facilities - Analysis of Levels of Service
A. Existing Park and Facility Inventory and Assessment
B. Park Classfications and Level of Service Standards
C. Geographical Analysis through Mapping
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A. Demographic and Recreation Trends Analysis
B. Benchmark Analysis
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A. Recreation and Services Program Assessment
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B. Capital Improvement Plan
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A. Develop Vision, Mission and Goals/Objectives
B. Financial Analysis
C. Funding and Revenue Strategies
D. Strategic Action Plan Development
E. Draft Report Preparation and Internal Briefings
F. Final Master Plan Presentations, Preparation and Production
Task 8 - Environmental
A. Environmental Analysis
Task 9 - Additional Analyses
A. Landscape Development Guidelines / Standards Specifications
B. Central Park Evaluation
C. Site Specific Reuse Plan
Key Meeting Dates
Task Technical Work

SCHEDULE:

9.4	Neighborhood Park Site 1	Completed in 12/31/2017
9.5	Neighborhood Park Site 5	Completed in 12/31/2017
9.6	Stone Lock Re-use Strategy	Completed in 1/31/2018
9.7	Coordination on Barge Canal	Completed in 12/31/2017
9.8	Coordination on Bulkhead Alternatives Analysis	Completed in 12/31/2017
9.9	Misc. Tasks	Completed in 3/31/2018

EXHIBIT D

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]

Consultant Questionnaire

Definition of a Consultant is found in Section 18702 of Regulations of the Fair Political Practices Commission, Title 2, division 6 of the California Code of Regulations.

Consultants, ***as defined by Section 18701****, are required to file an Economic Interest Statement (Form 700) within 30 days of signing a Consultant Agreement with the City, on an annual basis thereafter if the contract is still in place, and within 30 days of completion of the contract.*

Company Name_____ _____
(Agreement Date)

Name of Consultant*_____
(First Name) *(Middle Initial)* *(Last Name)*

Company address_____ Phone_____

City, State, Zip_____

Contracting City Dept._____

Estimated Date of Project Completion_____

A. Will consultant make governmental decision whether to

1. Approve a rate, rule, or regulation? Yes □ No □
2. Adopt or enforce a law? Yes □ No □
3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement? Yes □ No □
4. Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract which requires agency approval? Yes □ No □
5. Grant agency approval to a contract which requires agency approval and in which the agency is a party or to the specifications for such a contract? Yes □ No □
6. Grant agency approval to a plan, design, report, study, or similar item? Yes □ No □
7. Adopt, or grant agency approval of, policies, standards, or guidelines for the agency, or for any subdivision thereof? Yes □ No □

B. Will the consultant serve in a staff capacity with the City and in that capacity perform the same or substantially all the same duties for the City that would otherwise be performed by an individual holding a position specified in the City's Conflict of Interest Code? Yes □ No □

Will consultant manage public investments? Yes □ No □

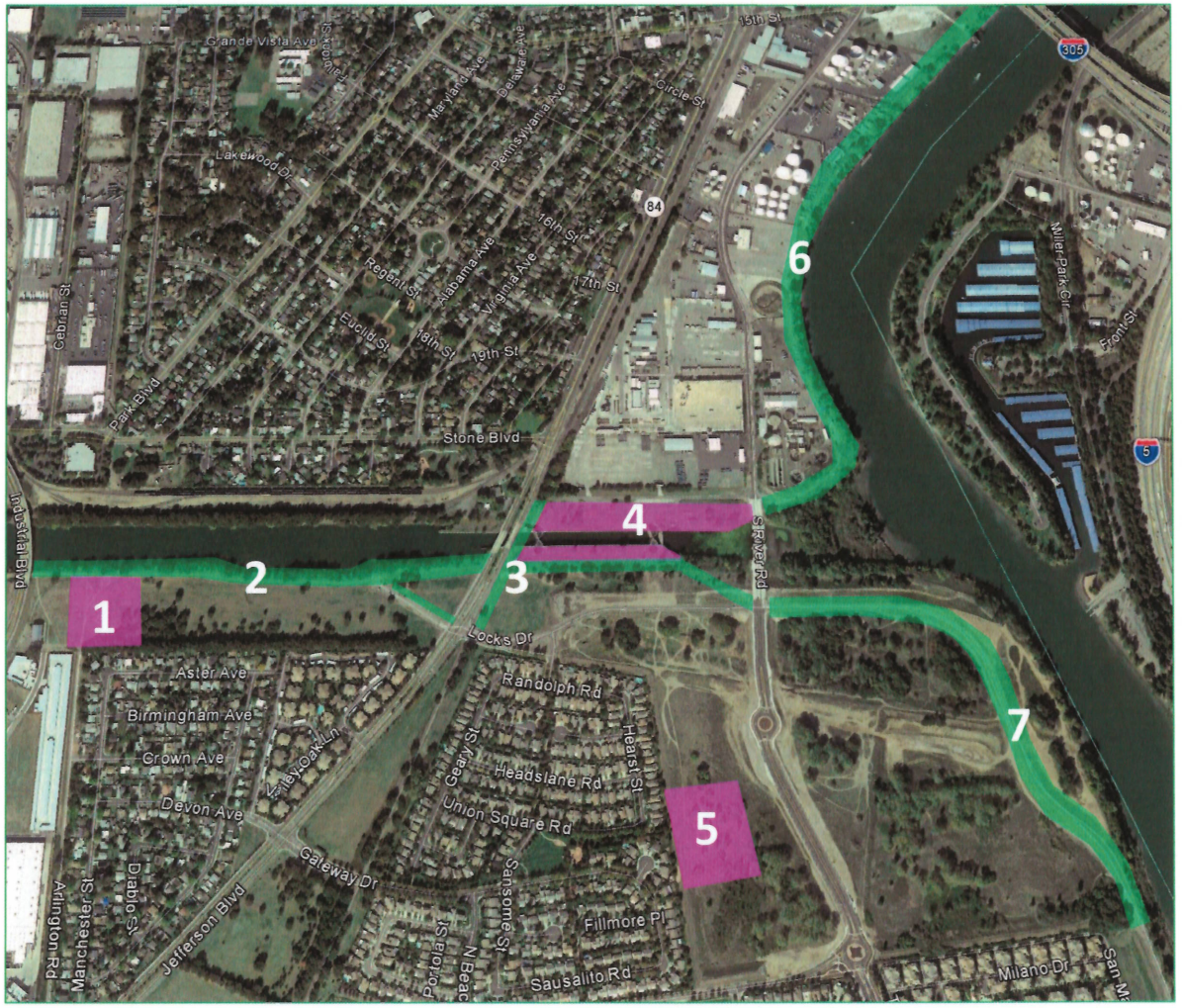
_____ _____
Name of Person Completing Questionnaire Date

**If other individuals will be working on the contract, a form should be completed for each person to determine filing obligation*

Pioneer Bluff/ Stone Locks Reuse Master Plan

Parks/ Open Space Vision

- #1-Planned Neighborhood Park
- #2-Enhancement of Existing Barge Canal Trail
- #3-Clarksburg Branch Trail Extension
- #4-Stone Locks Facility Reuse
- #5-Planned Neighborhood Park
- #6-Pioneer Bluff Riverfront Trail
- #7- Existing Road/Trail Conversion



Attachment 2

CITY OF WEST SACRAMENTO **AGENDA REPORT**

MEETING DATE: August 16, 2017 **ITEM #** 6

SUBJECT:
CONSIDERATION AND AWARD OF CONTRACT EXTENSION TO DOMINGUEZ LANDSCAPE SERVICES, INCORPORATED FOR LANDSCAPE MAINTENANCE OF THE COMMUNITY FACILITY DISTRICTS A, B, C, D, E, F, G, H, I, J, N, O, P, and R

INITIATED OR REQUESTED BY:

[ ] Council [X] Staff

[ ] Other

REPORT COORDINATED OR PREPARED BY:
Chris Surawski, Landscape Construction Inspector

Cindy Tuttle, Parks and Recreation Director

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

OBJECTIVE
The objective of this report is to extend the current contract with Dominguez Landscape Services, Incorporated for landscape maintenance of the Community Facilities Districts A, B, C, D, E, F, G, H, I, J, N, O, P, and R.

RECOMMENDED ACTION
It is respectfully recommended that City Council:

1) Extend the landscape maintenance contract for a 1-year term to maintain landscaping through the existing Community Facilities Districts for services and authorize the Mayor to execute such contract to Dominguez Landscape Services, Incorporated in the amount of $301,875.82.
2) Grant the City Manager or his designee the authority to issue Contract Change Orders up to 10 percent of the contract price for each CFD ($30,187.00).

BACKGROUND
Landscape maintenance of the Community Facilities Districts is performed by landscape maintenance contractors and City Park staff. Park staff maintains the irrigation systems while the landscape maintenance contractor's maintain walkways, planter areas, turf, trash pickup, and graffiti removal. There were eight landscape maintenance firms that prequalified to bid on landscape maintenance contracts for the City of West Sacramento.

Dominguez Landscape Services has successfully maintained the Community Facility District landscaping for the past two years. The contract term ends on September 30, 2017.

ANALYSIS
Extending the contract term for 1-year would save the City maintenance cost, as cost for maintenance has risen, Dominguez was offered a 5% increase to extend their contract and they accepted. The 5% increase and addition of maintenance areas is still lower than the next lowest bid received two years ago. The proposals received for the past two-year term are summarized below:

Contractor	Contract Total
Dominguez Landscape Services	$ 554,611.20
Coast Landscape Management	$ 620,472.00
New Image Landscape Company	$ 654,971.00
California Landscape Associates	$ 655,632.00

City staff has determined that Dominguez Landscape Services, Incorporated met the City's requirements for the proper licenses, insurance, and qualifications and is the lowest responsive responsible bidder.

The 10% contingency is requested to cover cost associated with replacing landscape due to natural plant loss, mulching, and vehicular accidents.

Commission Recommendation
Not Applicable

Strategic Plan Integration
The approved landscape maintenance contract integrates the City Council's 2009 Policy for a Green and Sustainable Community.

Alternatives
The City Council may decide to:

1) Approve the recommendation as presented in this report;
2) Direct staff to alter the contract; or
3) Reject the contract and instruct Staff to send out bid requests to on-call landscape maintenance contractors.

Alternative 1 is the staff recommendation. If either Alternative 2 or 3 are selected it will delay the contract and increase costs associated with the contractors need for time to build a work force to maintain all the areas under the contract.

Coordination and Review
This report was prepared in coordination with the Finance Department and Parks and Recreation Department.

Budget/Cost Impact
Funding is provided by the special tax assessments collected in each of the Community Facilities Districts that fall under this contract. The contract value to be awarded is well within the established budget.

ATTACHMENT
1. Landscape Maintenance Contract

CONTRACT FOR SERVICES

THIS CONTRACT is made on October 1, 2017, by and between the CITY OF WEST SACRAMENTO ("City"), and Dominguez Landscape Services, Incorporated ("Consultant").

WITNESSETH:

WHEREAS, the City desires that Consultant perform landscape maintenance services of the Community Facility Districts (CFD) identified as CFD A, B, C, D, E, F, G, H, I, J, N, O, P, and R.

WHEREAS, the Consultant has presented a proposal for such services to the City, dated August 3, 2017, (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 maintain the areas specified in **Exhibit A** to the standards set forth in **Exhibit D.** 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. From time to time, the City may request that Consultant provide supplemental services ("supplemental services"), which shall consist of the same tasks at the same locations as identified in Exhibit A, but which may occasionally require more frequent service due to special events or seasonal conditions.

C. 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.

D. 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 continue for a total term of one (1) years, and shall include at a minimum the monthly maintenance activities identified in the "*Maintenance Activities*" 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 under this Contract exceed **Three Hundred and One Thousand Eight Hundred and Seventy-Five Dollars and Eighty-Two Cents ($301,875.82)**, 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 Landscape Maintenance Standards set forth in **Exhibit D**, payments using the maintenance activity schedule of values in **Exhibit B** may be denied, unless the Consultant's failure to perform in conformity with the Landscape Maintenance Standards is a documented result of the City's failure to perform its obligations under this Contract.

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 including but not limited to the failure of consultant to perform

services or meet the Landscape Maintenance Standards set forth in **Exhibit D.** The City may also 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 its exhibits in the manner provided in Section 5.

7. PROPERTY OF CITY:

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

B. Additionally, it is agreed that the parties intend this to be a contract for services and each considers the products and results of the services to be rendered by Consultant hereunder (the "Work") to be a work made for hire. Consultant acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of the City.

8. COMPLIANCE WITH ALL LAWS:

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.

Pursuant to Labor Code section 1725.5. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. No contractor or subcontractor

may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the DIR.

9. LABOR COMPLIANCE

A. PREVAILING WAGES

(i) This work contemplated herein constitutes a public work within the meaning of Labor Code section 1720, and Labor Code section 1771 as it applies to the Project. The Consultant acknowledges that it has examined the prevailing rate of per diem wages as established by the California Director of Industrial Relations. The Consultant agrees to pay workers not less than the applicable prevailing rate of per diem wages, as set forth in these requirements and in accordance with Labor Code sections 1774. To the extent applicable, Consultant agrees to be bound by and comply with the provisions of sections 1777.5 et seq. of the Labor Code with respect to apprentices. Labor Code sections 1810 to 1815 thereof, inclusive are incorporated herein by reference.

(ii) 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 Agreement in violation of the provisions of the Labor Code and in particular, Section 1775.

(iii) 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 determining its proposal, 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.

(iv) The Director of the Department of Industrial Relations 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. Copies of the applicable prevailing wage rate determinations are made available to the Consultant and subcontractor prior to commencement of work. The Consultant shall post a copy of this document at the prevailing wages at each job site, along with a prevailing wage work place poster printed on 8 1/2" X 11" paper or larger, in accordance with California Code of Regulations, Title 8, section 16451(d). It shall be mandatory upon the Consultant and upon any subcontractor under him or her, to pay not less than the said specified prevailing rates of wages to all workers employed by them under the Contract.

B. PREVAILING WAGE RECORDS

(i) The Consultant agrees that the work is subject to monitoring and enforcement of prevailing wage requirements as set forth in Chapter 1 of Part 7 of Division 2 of the California Labor Code (commencing at section 1776) and the accompanying regulations at Subchapter 4.5 of Chapter 8 of Division 1 of Title 8 of the California Code of Regulations (commencing at section 16450). The Consultant and each subcontractor performing any portion of the work shall comply with all payroll reporting requirements.

(ii) 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 after first registering at https://apps.dir.ca.gov/eCPR/DAS/altlogin. 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.

(iii) The City and the DIR shall review, including by way of job site inspections, and, if appropriate, audit payroll records to verify compliance with the public works requirements of the Labor Code. The DIR will notify the Consultant or Subcontractor(s), as appropriate) of any noncompliance, in order for all such Consultant or Subcontractor(s) to correct the noncompliance.

(iv) As directed by the Labor Commissioner, the City shall withhold contract payments equal to the payments due or estimated to be due to the Consultant or Subcontractors whose payroll records are delinquent or inadequate, plus any additional amount that the Labor Commissioner has reasonable cause to believe may be needed to cover a back wage and penalty assessment against such Consultant or subcontractors. The Consultant shall be required to withhold payments to a subcontractor whose payroll records are delinquent or inadequate until the Labor Commissioner provides notice that the subcontractor has cured such delinquency or deficiency. 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 Project will not be accepted as complete by the City nor final payment made until all items of non-compliance are corrected or until appropriate provision is made by depository agreement to assure the ultimate resolution and payment of any back wages that may be found due.

(v) The provisions of Labor Code section 1776 are incorporated herein by reference.

C. Labor Discrimination

Attention is directed to Section 1735 of the Labor Code, which reads as follows:

> "A contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every contractor for public works who violates this section is subject to all the penalties imposed for a violation of this chapter."

D. Eight-Hour Day Limitation

(i) 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 said 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.

(ii) 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 Work. This record shall be open at all reasonable hours to the inspection of the City, State and Federal officers and agents. 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.

E. **Compliance with State Requirements for Employment of Apprentices.**

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 the Work shall take such actions as necessary to comply with the provisions of Section 1777.5.

F. **GENERAL CONTRACTOR'S LICENSE NOTICE**

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, 3132 BRADSHAW ROAD, SACRAMENTO, CALIFORNIA. MAILING ADDRESS: P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

10. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:

A. Consultant agrees and represents that it is qualified to properly provide the services set forth in **Exhibit B** to the standards set forth in **Exhibit D** and 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 18A 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 thirty (30) 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. INDEMNITY AND LITIGATION COSTS:

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

17. 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 (or, in the case of Worker's Compensation insurance, 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 original endorsements effecting coverage for all policies required by the Contract. The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the City. As an alternative to the City's forms, the Consultant's insurer may, subject to the approval of the City, provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by this Section. The Consultant agrees to furnish one copy of each required policy to the City, and additional copies as requested in writing, certified by an authorized representative of the insurer. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant.

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. Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, terminated by either 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.

E. Any deductibles, aggregate limits, pending claims or lawsuits which may diminish the aggregate limits, or self-insured retentions, must be declared to, and approved by, the City.

F. Aggregate Limits/Impairment

If any of the above-required insurance coverages contain annual aggregate limits, you must give the City notice of any pending claim or lawsuit which may diminish the aggregate. You must take steps to restore the impaired aggregates or provide replacement insurance protection. The City has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect City's protection are allowed without City's prior written consent.

G. 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.

H. 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.

I. Worker's Compensation and Employer's Liability Insurance.

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.

The insurer shall agree to waive all rights of subrogation against the City for losses arising from work performed by the Consultant.

J. Comprehensive General and Automobile Liability Insurance.

The insurance shall be provided on form CG0001, or its equivalent, and shall include, but shall not be limited to, protection against claims arising from death, bodily or personal injury, or damage to property resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by

the insured. The amount of insurance coverage shall not be less than $1,000,000.00 per occurrence.

The comprehensive general liability insurance and the automobile liability insurance coverages shall also include, or be endorsed to include, the following:

1. Endorsement equivalent to CG 2010 1185 naming the City and each of its officers, employees, and agents, as additional insureds in regards to: liability arising out of the performance of any work under the Contract; liability arising out of activities performed by or on behalf of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

2. Provision or endorsement stating that for any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers to the extent the City is an additional insured. 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 judgement.

3. Provision or endorsement stating that any failure to comply with reporting or other provisions of the policies including breaches of representations shall not affect coverage provided to the City, its officers, officials, employees, or volunteers.

4. 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.

5. Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by the Consultant under the Contract, including, without limitation, that set forth in Section 16, Indemnity and Litigation Costs.

K. 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.

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

M. 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 Contractor under the Contract.

18. 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: Chris Surawski, Landscape Construction Inspector
Public Works Department
1110 West Capitol Avenue
West Sacramento, CA 95691

Consultant: Dominguez Landscape Services, Incorporated
8376 Rovana Circle
Sacramento, CA 95828

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 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.

CITY OF WEST SACRAMENTO

By: _____
Christopher L. Cabaldon,
City of West Sacramento

ATTEST:

By: _____
Kryss Rankin, City Clerk

APPROVED AS TO FORM:

By: _____
Jeffrey Mitchell, City Attorney

CONSULTANT

By: _____

EXHIBIT A

City of West Sacramento
Scope of Services/Area Map/Proposal Forms
Landscape Maintenance of Community Facility Districts
Cost Proposal

ITEM NO.	ITEM DESCRIPTION	October 2017-September 2018 COST
1	Gateway CFD A	11,907.00
2	Newport CFD B	25,365.90
3	Bridgeway Island CFD C	48,451.37
4	Southport Industrial Park CFD D	58,234.18
5	Classics CFD E	18,877.89
6	Pheasant Hollow CFD F	8,002.85
7	Gateway CFD G	14,558.25
8	Bridgeway Lakes CFD H	39,617.03
9	River Ranch CFD I	7,279.27
10	Parella CFD J	12,708.11
11	Parlin Ranch CFD N Tier 1 And Tier 2	22,433.54
12	Linden South CFD O	7,279.27
13	Iron Works CFD P	14,558.54
14	Bridge District CFD R	8,258.54
15	Bridgeway Island Trail Entries	4344.08
	Total Bid	301,875.82

Dominguez Landscape Services Inc 8376 Rovana Circle Sacramento CA 95828

Contractor Name & Address

Jesus Perez - General Manager

Name & Title of Authorized Person

Signature

560128

Contractor's License Number

Exp. Date: 3/31/2019

916.381-8855

Telephone Number

916.381-4796

Fax Number

Call (916) 617-4717 to verify the issuance of addendums.

Contractor verified receipt of all addendum(s) **Initial here:** JP

Number of addendum(s) received: Ø

EXHIBIT B

Maintenance Activity Schedule of Values for Gateway CFD A

In the event City determines that Contractor has failed to maintain any site in accordance with the City Landscape Maintenance Standards set forth in **Exhibit "D"**, the City reserves the right (pursuant to Section 3.B of the Contract) to delay or deny payment for specific maintenance activities, using the following Schedule of Values, until the site is back in conformance with **Exhibit "D"**. All Maintenance Activities must contain a value greater than zero:

Maintenance Activity:	**Value:**
Turf Maintenance	$ 109.06
Planter Bed Maintenance	$ 83.59
Litter, Debris, and Graffiti Removal	$ 9.08
Hardscape Maintenance	$ 18.17
Weekly Site Inspections	$ 9.08
Total Weekly Amount	$ 228.98

Dominguez Landscape Services Inc. 8376 Ravana Circle Sacramento CA 95828
Contractor Name & Address

Jesus Perez - General Manager
Name & Title of Authorized Person

Signature

EXHIBIT B

Maintenance Activity Schedule of Values for Newport CFD B

In the event City determines that Contractor has failed to maintain any site in accordance with the City Landscape Maintenance Standards set forth in **Exhibit "D"**, the City reserves the right (pursuant to Section 3.B of the Contract) to delay or deny payment for specific maintenance activities, using the following Schedule of Values, until the site is back in conformance with **Exhibit "D"**. All Maintenance Activities must contain a value greater than zero:

Maintenance Activity:	**Value:**
Turf Maintenance	$ 64.35
Planter Bed Maintenance	$ 230.44
Litter, Debris, and Graffiti Removal	$ 64.35
Hardscape Maintenance	$ 32.16
Weekly Site Inspections	$ 32.16
High Weed Mowing:	$ 64.35
South side of Lake Washington Blvd.: Maintain area between side walk and roadway from Stonegate to Redwood	
Lake Washington Blvd.: Maintain area between sound wall and roadway on both sides of the road from Redwood east to end of sound wall	
Total Weekly Amount	$ 487.81

Dominguez Landscape Services Inc. 8376 Rovana Circle Sacramento CA 95828
Contractor Name & Address

Jesus Perez - General Manager
Name & Title of Authorized Person

Jesus Perez
Signature

EXHIBIT B

Maintenance Activity Schedule of Values for Bridgeway Island CFD C

In the event City determines that Contractor has failed to maintain any site in accordance with the City Landscape Maintenance Standards set forth in **Exhibit "D"**, the City reserves the right (pursuant to Section 3.B of the Contract) to delay or deny payment for specific maintenance activities, using the following Schedule of Values, until the site is back in conformance with **Exhibit "D"**. All Maintenance Activities must contain a value greater than zero:

Maintenance Activity:		**Value:**
Turf Maintenance	$	314.28
Planter Bed Maintenance	$	488.06
Litter, Debris, and Graffiti Removal	$	36.97
Hardscape Maintenance	$	24.00
Weekly Site Inspections	$	18.48
Trail Entrances	$	83.54
		957.60 CA
Total Weekly Amount	$ ~~874.06~~	~~931.76~~ CA

Dominguez Landscape Services Inc. 8376 Rovana Circle Sacramento CA 95828
Contractor Name & Address

Jesus Perez - General Manager
Name & Title of Authorized Person

Jesus Perez
Signature

EXHIBIT B

Maintenance Activity Schedule of Values for Southport Industrial Park CFD D

In the event City determines that Contractor has failed to maintain any site in accordance with the City Landscape Maintenance Standards set forth in **Exhibit "D"**, the City reserves the right (pursuant to Section 3.B of the Contract) to delay or deny payment for specific maintenance activities, using the following Schedule of Values, until the site is back in conformance with **Exhibit "D"**. All Maintenance Activities must contain a value greater than zero:

Maintenance Activity:	**Value:**
High Weed Mowing	$ 88.88
Turf Maintenance	$ 355.52
Planter Bed Maintenance	$ 497.73
Litter, Debris, and Graffiti Removal	$ 44.44
Hardscape Maintenance	$ 44.44
Weekly Site Inspections	$ 22.22
Tree Maintenance	$ 66.66
Total Weekly Amount	$1119.89

Dominguez Landscape Services Inc. 8316 Rovana Circle Sacramento CA 95828
Contractor Name & Address

Jesus Perez - General Manager
Name & Title of Authorized Person

Signature

EXHIBIT B

Maintenance Activity Schedule of Values for Classics CFD E

In the event City determines that Contractor has failed to maintain any site in accordance with the City Landscape Maintenance Standards set forth in **Exhibit "D"**, the City reserves the right (pursuant to Section 3.B of the Contract) to delay or deny payment for specific maintenance activities, using the following Schedule of Values, until the site is back in conformance with **Exhibit "D"**. All Maintenance Activities must contain a value greater than zero:

Maintenance Activity:	**Value:**
Turf Maintenance	$ 51.87
Planter Bed Maintenance	$ 69.16
Litter, Debris, and Graffiti Removal	$ 17.28
Hardscape Maintenance	$ 17.28
Weekly Site Inspections	$ 17.28
Park Maintenance Activity:	
Turf Maintenance	$ 51.87
Planter Bed Maintenance	$ 51.87
Litter, Debris, and Graffiti Removal	$ 17.29
Hardscape Maintenance	$ 34.57
Daily Cleaning of BBQ's And Tables and Benches	$ 34.57
Total Weekly Amount	$363.04

Dominguez Landscape services Inc. 8316 Rivana Circle Sacramento CA 95828
Contractor Name & Address

Jesus Perez General Manager
Name & Title of Authorized Person

Jesus P
Signature

EXHIBIT B

Maintenance Activity Schedule of Values for Pheasant Hollow CFD F

In the event City determines that Contractor has failed to maintain any site in accordance with the City Landscape Maintenance Standards set forth in **Exhibit "D"**, the City reserves the right (pursuant to Section 3.B of the Contract) to delay or deny payment for specific maintenance activities, using the following Schedule of Values, until the site is back in conformance with **Exhibit "D"**. All Maintenance Activities must contain a value greater than zero:

Maintenance Activity:		**Value:**
Turf Maintenance	$	18.32
Planter Bed Maintenance	$	80.62
Litter, Debris, and Graffiti Removal	$	18.32
Hardscape Maintenance	$	18.32
Weekly Site Inspections	$	18.32
Total Weekly Amount		$153.90

Dominguez Landscape services Inc. 8316 Ravana Circle Sacramento Ca 95828
Contractor Name & Address

Jesus Perez - General Manager
Name & Title of Authorized Person

Signature

EXHIBIT B

Maintenance Activity Schedule of Values for Gateway CFD G

In the event City determines that Contractor has failed to maintain any site in accordance with the City Landscape Maintenance Standards set forth in **Exhibit "D"**, the City reserves the right (pursuant to Section 3.B of the Contract) to delay or deny payment for specific maintenance activities, using the following Schedule of Values, until the site is back in conformance with **Exhibit "D"**. All Maintenance Activities must contain a value greater than zero:

Maintenance Activity:	**Value:**
Turf Maintenance	$ 88.87
Planter Bed Maintenance	$ 124.43
Litter, Debris, and Graffiti Removal	$ 22.22
Hardscape Maintenance	$ 22.22
Weekly Site Inspections	$ 22.29
Total Weekly Amount	$279.97

Dominguez Landscape Services Inc. 8376 Ravana Circle Sacramento CA 95828
Contractor Name & Address

Jesus Perez - General Manager
Name & Title of Authorized Person

Signature

EXHIBIT B

Maintenance Activity Schedule of Values for Bridgeway Lakes CFD H

In the event City determines that Contractor has failed to maintain any site in accordance with the City Landscape Maintenance Standards set forth in **Exhibit "D"**, the City reserves the right (pursuant to Section 3.B of the Contract) to delay or deny payment for specific maintenance activities, using the following Schedule of Values, until the site is back in conformance with **Exhibit "D"**. All Maintenance Activities must contain a value greater than zero:

Maintenance Activity:	**Value:**
Turf Maintenance	$ 302.33
Planter Bed Maintenance	$ 278.14
Litter, Debris, and Graffiti Removal	$ 30.23
Hardscape Maintenance	$ 30.23
Weekly Site Inspections	$ 30.23
Maintain Weed Free Edge Along Wood Fence	$ 30.23
Maintain and Repair Wood Fence	$ 30.23
Maintain Demonstration Garden	$ 30.23
Total Weekly Amount	$761.87

Dominguez Landscape Services Inc. 8316 Ruana Circle Sacramento CA 95828
Contractor Name & Address

Jesus Perez - General Manager
Name & Title of Authorized Person

Signature

EXHIBIT B

Maintenance Activity Schedule of Values for River Ranch CFD I

In the event City determines that Contractor has failed to maintain any site in accordance with the City Landscape Maintenance Standards set forth in **Exhibit "D"**, the City reserves the right (pursuant to Section 3.B of the Contract) to delay or deny payment for specific maintenance activities, using the following Schedule of Values, until the site is back in conformance with **Exhibit "D"**. All Maintenance Activities must contain a value greater than zero:

Maintenance Activity:	**Value:**
Turf Maintenance	$ 33.27
Planter Bed Maintenance	$ 40.67
Litter, Debris, and Graffiti Removal	$ 22.00
Hardscape Maintenance	$ 22.00
Weekly Site Inspections	$ 22.00
Total Weekly Amount	$139.99

Dominguez Landscape Services Inc. 8376 Ravana Circle, Sacramento CA 95823
Contractor Name & Address

Jesus Perez - General Manager
Name & Title of Authorized Person

Jesus Perez
Signature

EXHIBIT B

Maintenance Activity Schedule of Values for Parella CFD J

In the event City determines that Contractor has failed to maintain any site in accordance with the City Landscape Maintenance Standards set forth in **Exhibit "D"**, the City reserves the right (pursuant to Section 3.B of the Contract) to delay or deny payment for specific maintenance activities, using the following Schedule of Values, until the site is back in conformance with **Exhibit "D"**. All Maintenance Activities must contain a value greater than zero:

Maintenance Activity:	**Value:**
Turf Maintenance	$ 48.59
Planter Bed Maintenance	$ 98.21
Litter, Debris, and Graffiti Removal	$ 32.46
Hardscape Maintenance	$ 32.46
Weekly Site Inspections	$ 32.46
Total Weekly Amount	$244.39

Dominguez Landscape Services Inc. 8376 Ravana Circle Sacramento CA 95828
Contractor Name & Address

Jesus Perez - General Manager
Name & Title of Authorized Person

Signature

EXHIBIT B

Maintenance Activity Schedule of Values for Parlin Ranch CFD N Tier 1 & Tier 2

In the event City determines that Contractor has failed to maintain any site in accordance with the City Landscape Maintenance Standards set forth in **Exhibit "D"**, the City reserves the right (pursuant to Section 3.B of the Contract) to delay or deny payment for specific maintenance activities, using the following Schedule of Values, until the site is back in conformance with **Exhibit "D"**. All Maintenance Activities must contain a value greater than zero:

Maintenance Activity:	**Value:**
Turf Maintenance	$ 68.47
Planter Bed Maintenance	$ 191.73
Litter, Debris, and Graffiti Removal	$ 34.25
Hardscape Maintenance	$ 34.25
Weekly Site Inspections	$ 34.25
Maintain Non Irrigated Shoulders Of Trail Connectors to the Clarksburg trail On West Side Of CFD Weed Free Three feet On Each Side	$ 68.47
Total Weekly Amount	$431.41

Dominguez Landscape Services Inc. 8316 Ravana Circle Sacramento CA 95828
Contractor Name & Address

Jesus Perez - General Manager
Name & Title of Authorized Person

Signature

EXHIBIT B

Maintenance Activity Schedule of Values for Linden South CFD O

In the event City determines that Contractor has failed to maintain any site in accordance with the City Landscape Maintenance Standards set forth in **Exhibit "D"**, the City reserves the right (pursuant to Section 3.B of the Contract) to delay or deny payment for specific maintenance activities, using the following Schedule of Values, until the site is back in conformance with **Exhibit "D"**. All Maintenance Activities must contain a value greater than zero:

Maintenance Activity:	**Value:**
Maintain 10 Foot Open Space Between City and Home Owner	$ 67.32
Litter, Debris, and Graffiti Removal	$ 28.67
Hardscape Maintenance	$ 22.00
Weekly Site Inspections	$ 22.00
Total Weekly Amount	$139.99

Dominguez Landscape Services Inc. 8376 Ravana Circle Sacramento CA 95828
Contractor Name & Address

Jesus Perez - General Manager
Name & Title of Authorized Person

Signature

EXHIBIT B

Maintenance Activity Schedule of Values for Iron Works CFD P

In the event City determines that Contractor has failed to maintain any site in accordance with the City Landscape Maintenance Standards set forth in **Exhibit "D"**, the City reserves the right (pursuant to Section 3.B of the Contract) to delay or deny payment for specific maintenance activities, using the following Schedule of Values, until the site is back in conformance with **Exhibit "D"**. All Maintenance Activities must contain a value greater than zero:

Maintenance Activity:	**Value:**
Turf Maintenance	$ 22.22
Planter Bed Maintenance	$ 35.55
Litter, Debris, and Graffiti Removal	$ 22.22
Hardscape Maintenance	$ 11.11
Weekly Site Inspections	$ 11.11
Park Maintenance Activity:	
Turf Maintenance	$ 44.44
Planter Bed Maintenance	$ 44.44
Daily Litter, Debris, and Graffiti Removal	$ 22.22
Hardscape Maintenance	$ 22.22
Daily Cleaning of BBQ's And Tables and Benches	$ 11.11
Tree Maintenance	$ 22.22
Maintain and Stock Dog Waste Bag Dispensers	
With "Dogipot "Hand Bags and Trash Can Bags	$ 11.11
Total Weekly Amount	$279.97

Dominguez Landscape Services Inc. 8376 Ravana Circle Sacramento CA 95828
Contractor Name & Address

Jesus Perez: General Manager
Name & Title of Authorized Person

Signature

EXHIBIT B

Maintenance Activity Schedule of Values for Bridge District & Garden Park CFD R

In the event City determines that Contractor has failed to maintain any site in accordance with the City Landscape Maintenance Standards set forth in **Exhibit "D"**, the City reserves the right (pursuant to Section 3.B of the Contract) to delay or deny payment for specific maintenance activities, using the following Schedule of Values, until the site is back in conformance with **Exhibit "D"**. All Maintenance Activities must contain a value greater than zero:

Maintenance Activity:	**Value:**
Turf Maintenance	$ 25.25
Planter Bed Maintenance	$ 12.60
Litter, Debris, and Graffiti Removal	$ 12.60
Hardscape Maintenance	$ 12.60
Weekly Site Inspections	$ 12.60
Blow Off On Street Parking Spaces On Bridge Street	$ 6.30
Park Maintenance Activities:	
Turf Maintenance	$ 25.21
Planter Bed Maintenance	$ 26.46
Daily Litter, Debris, and Graffiti Removal	$ 6.30
Hardscape Maintenance	$ 12.60
Keep Dog Bag Dispenser Stocked with Petpickups.com	$ 6.30
Clean Table and Benches	$ 6.30
Total Weekly Amount	$158.82

Dominguez Landscape Services Inc. 8316 Laguna Circle Sacramento CA 95828
Contractor Name & Address

Jesus Perez - General Manager
Name & Title of Authorized Person

Signature

Southport Gateway

CFD A



Landscape Maintenance Areas

Boundaries of CFD A

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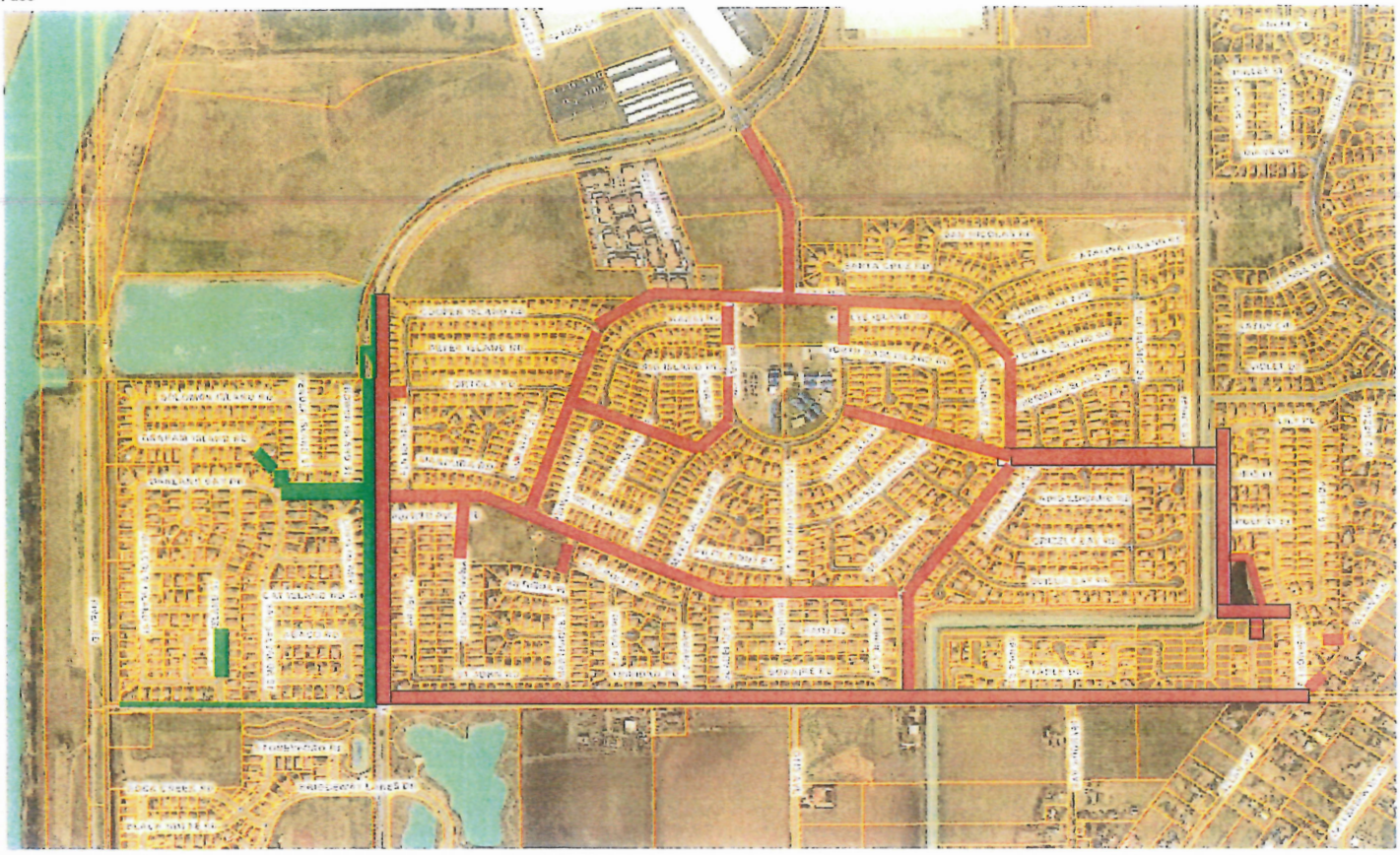
City of West Sacramento, California

Newport CFD B



Main Map Pa93

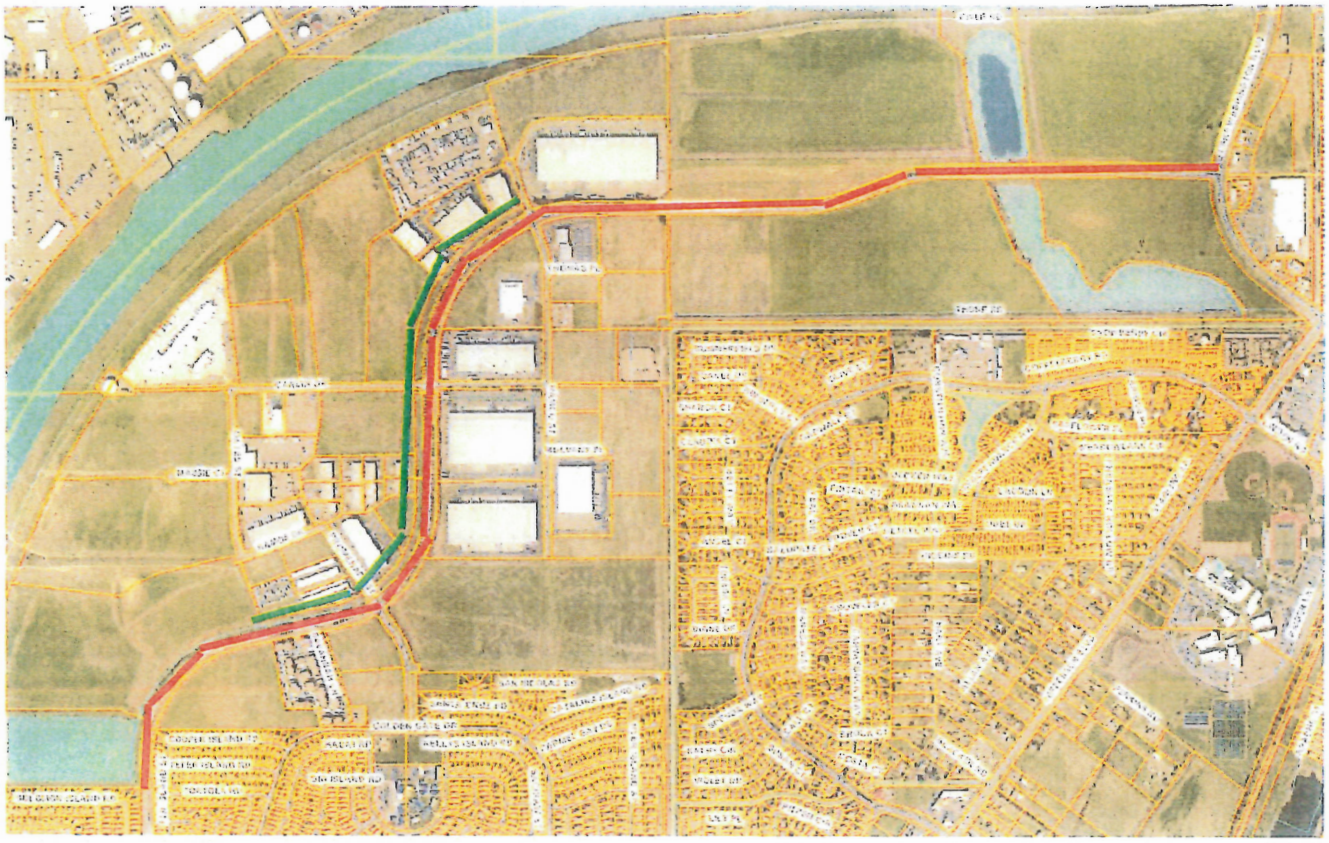


Classics CFD E and Bridgeway Island CFD C

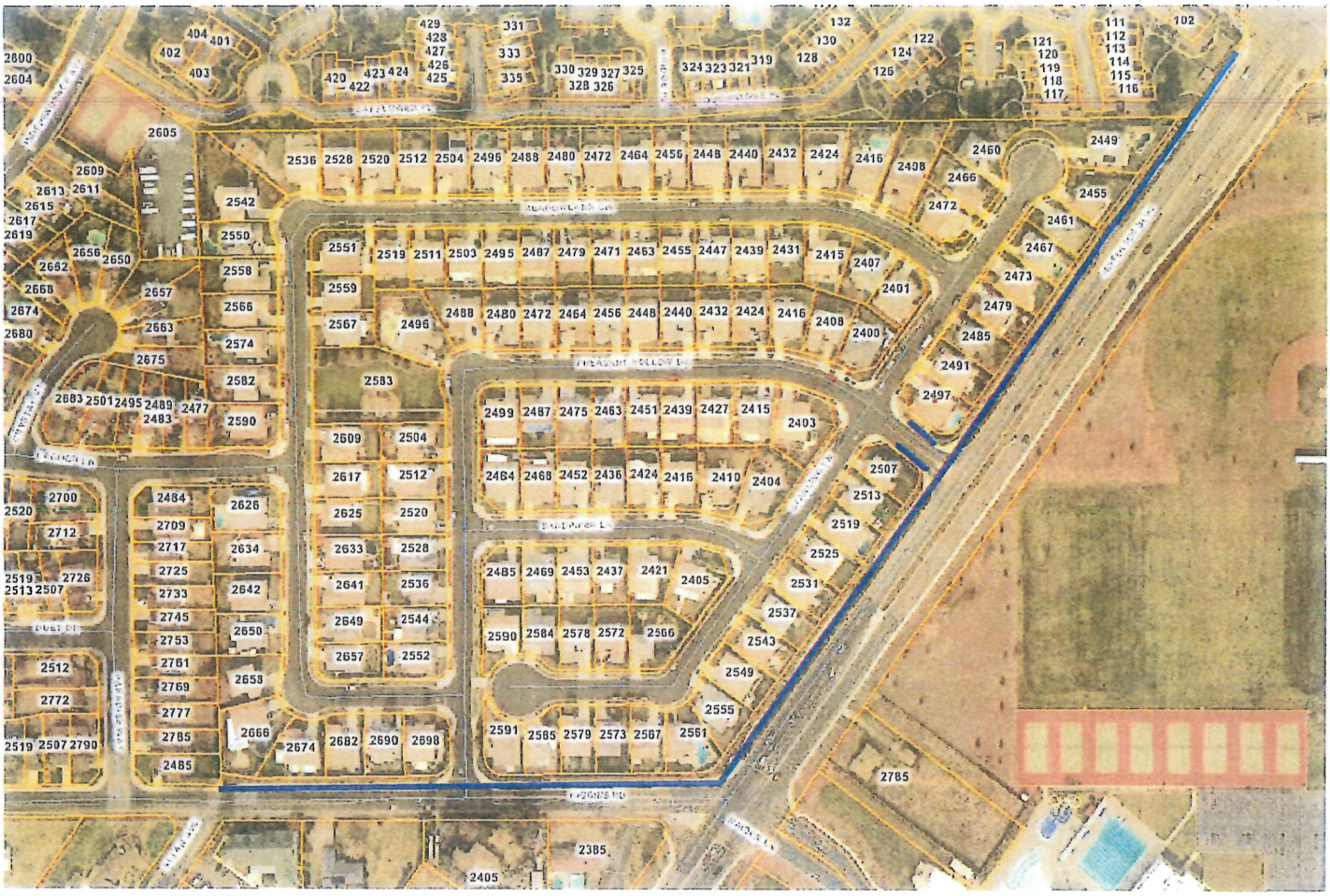
Classics

Bridgeway Island

Southport Industrial Park CFD D

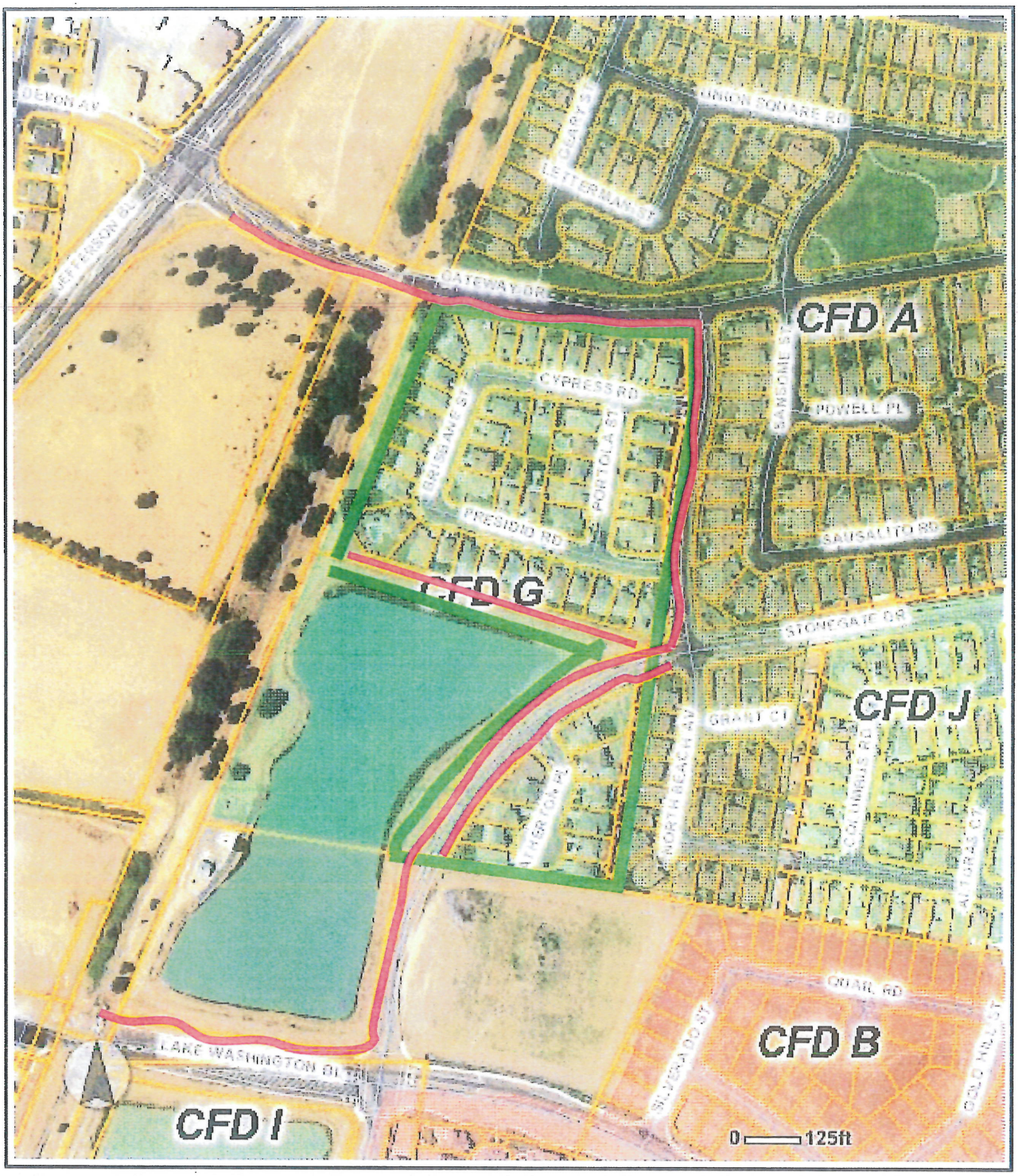


Pheasant Hollow CFD F



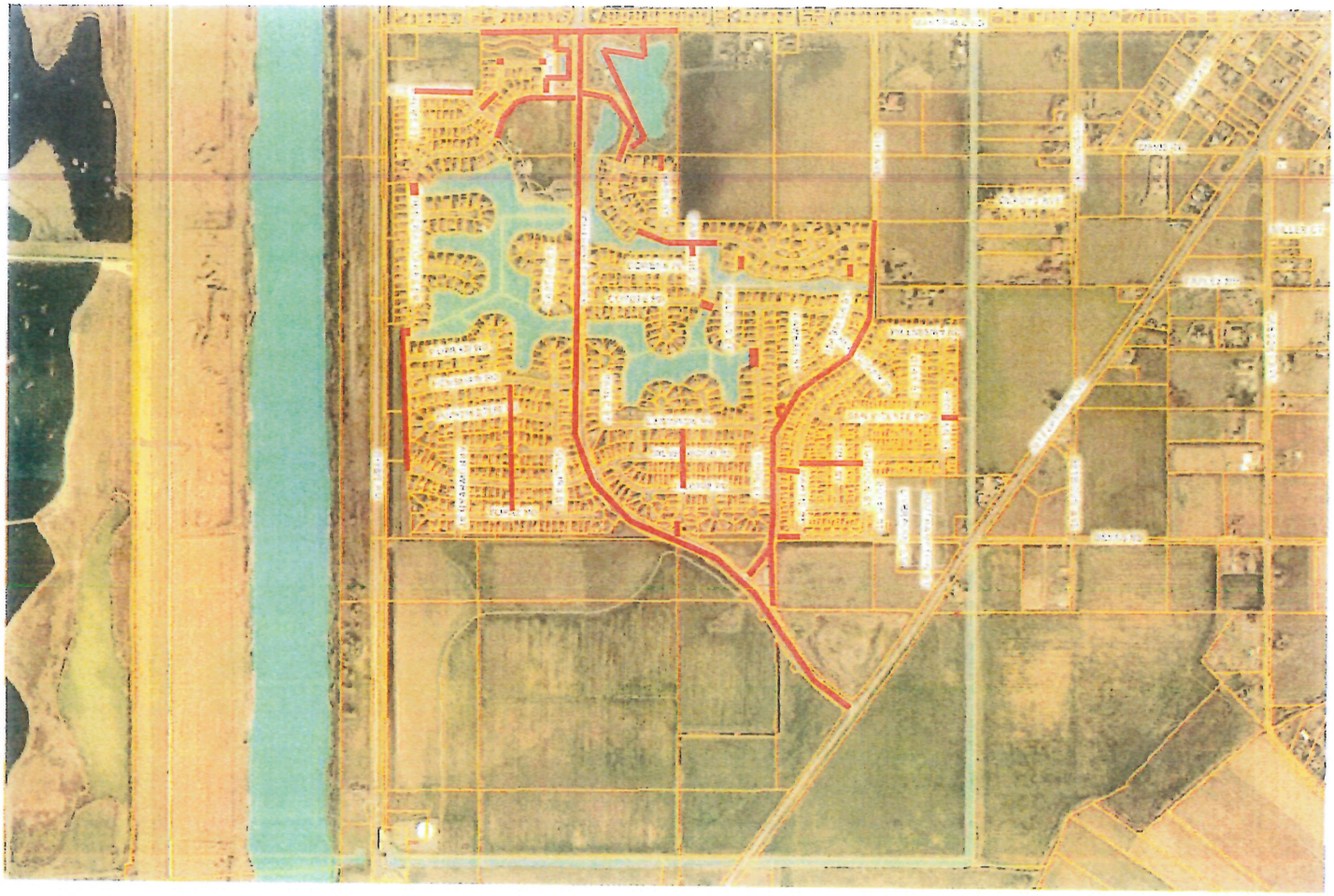
Landscape Maintenance

Gateway - Unit 4
CFD G



Landscape Maintenance Areas

Boundaries of CFD G



Bridgeway Lakes CFD H

River Ranch CFD I



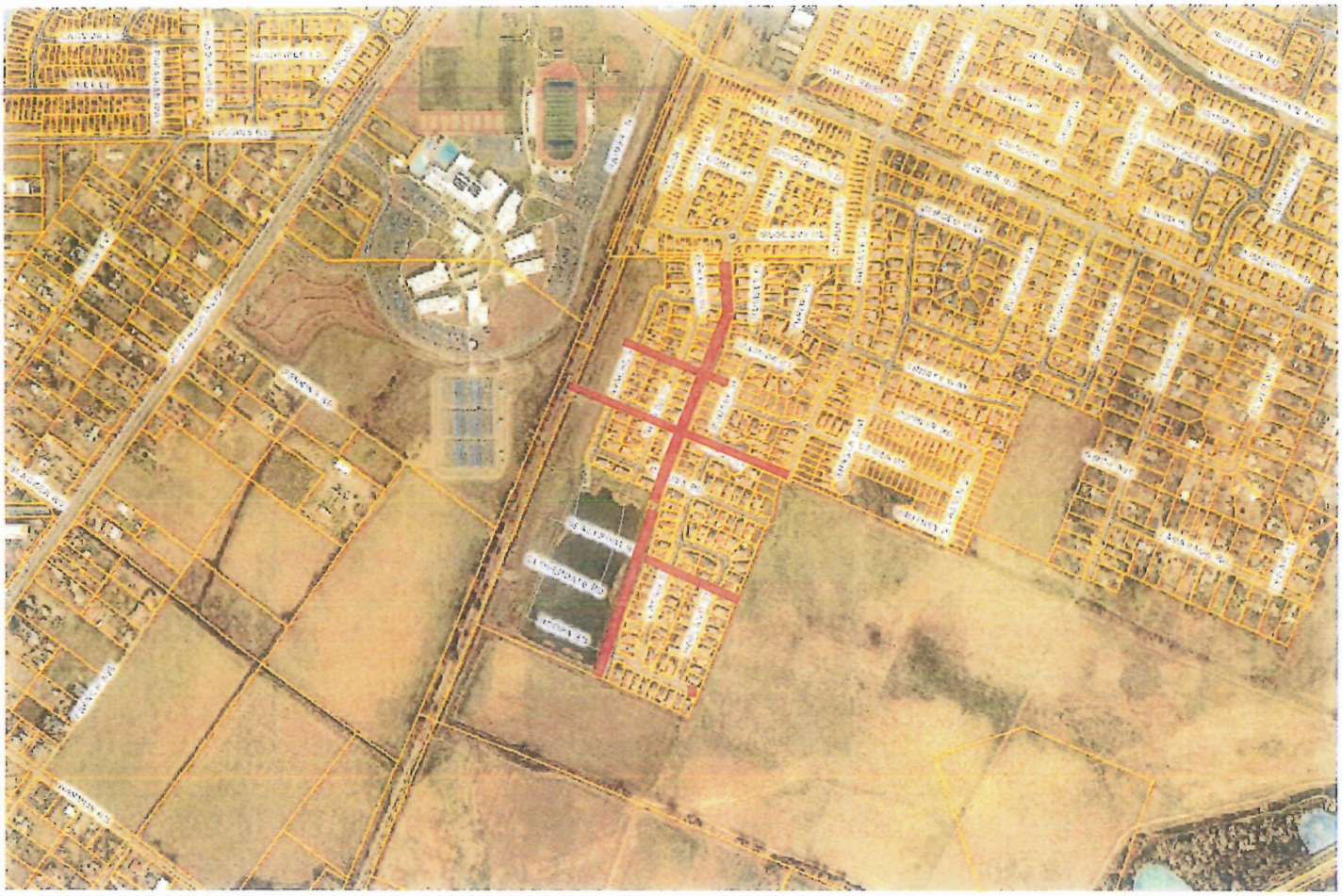
Parella CFD J



Parlin Ranch CFD N Tier 1



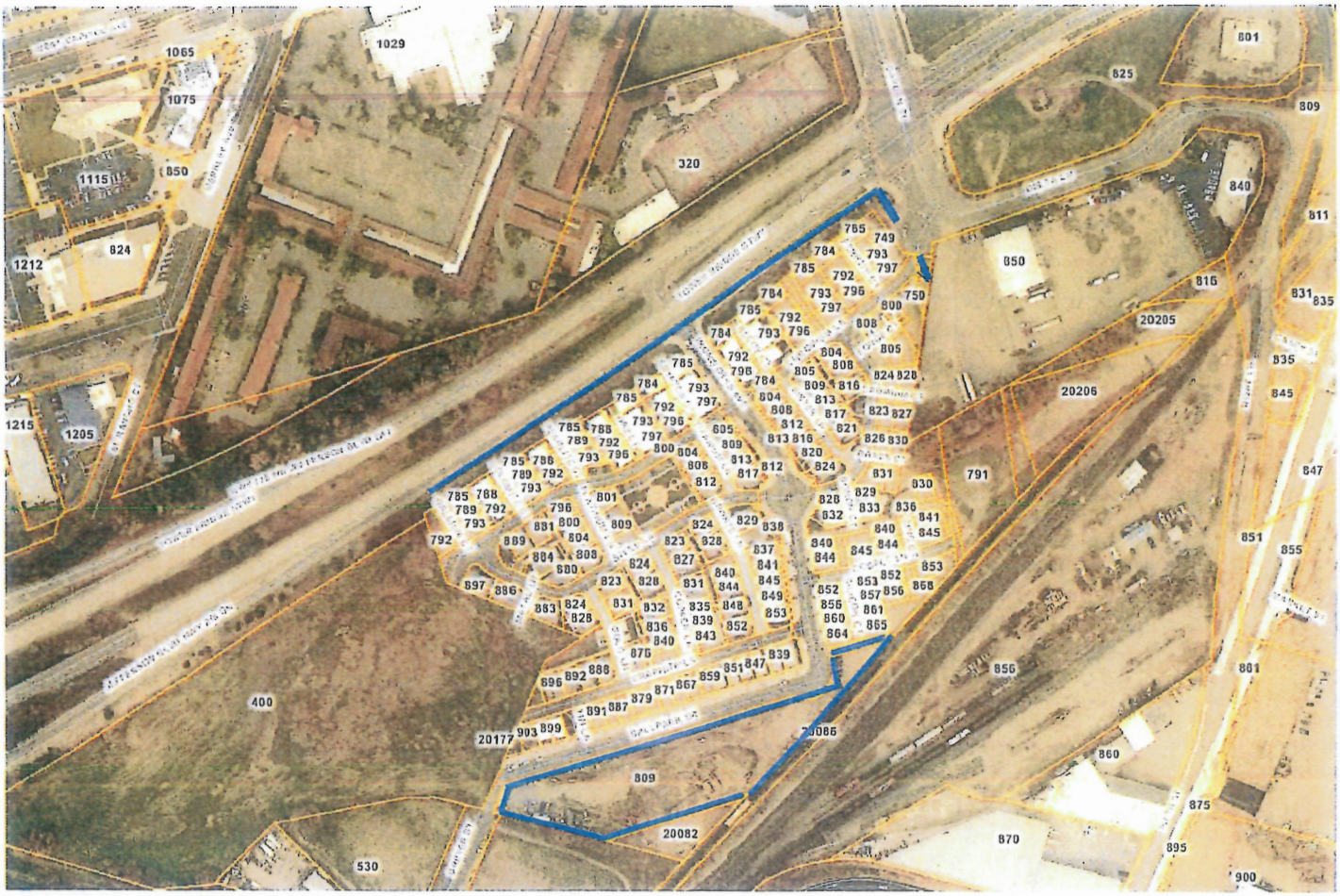
Parlin Ranch CFD N Tier 2



Linden South CFD O



Iron Works CFD P



Bridge District Streetscape and Garden Park CFD R

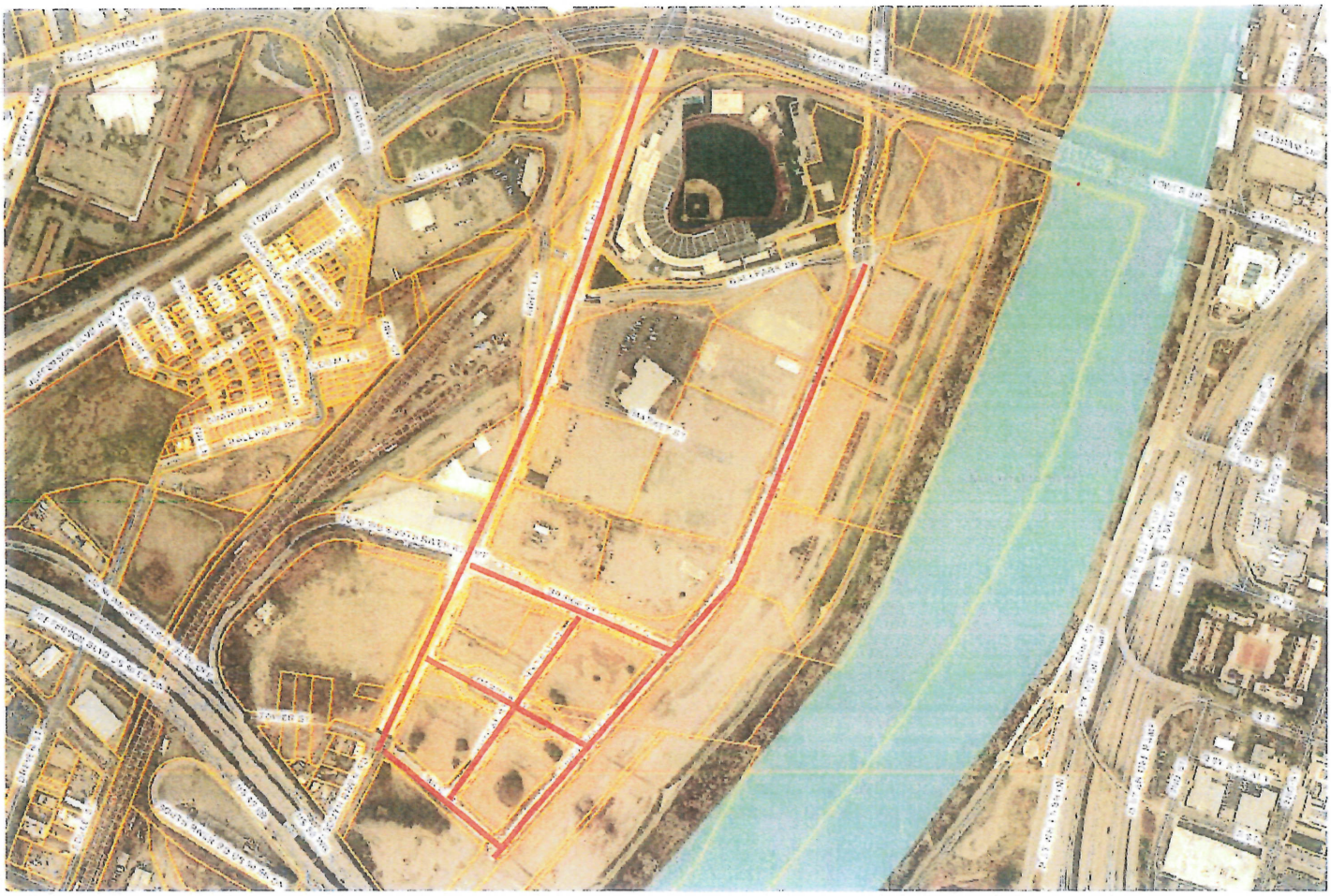


EXHIBIT C

City of West Sacramento
Landscape Maintenance of Community Facility District

PROPOSAL FORM – RATES AND FEES FOR ADDITIONAL WORK

LABOR	HOURLY RATE
Common Labor	37.50
Skilled Technician	37.50
Supervisor	42.50
Emergency / Off Hour Response	42.50
Other (describe):	
_____	_____
_____	_____
_____	_____

EXHIBIT D

City of West Sacramento Landscape Maintenance Standards

The following standards are referenced from the City of West Sacramento Landscape Maintenance Standards and rated as "Meets Standards". Work shall be considered "unsatisfactory" or "not meeting standards," if the areas described in **Exhibit "A"** are not maintained to the standards set forth below. The City shall be able to withhold payment of "unsatisfactory" work until such standards are met. Payment shall be made by the City within ten (10) days of corrective service that meets the City's Landscape Maintenance Standards.

Section 1 Accessibility

1. Maintain sidewalks free and clear of debris.

Section 2 Turf Areas

2.1 General Use Standard

2.1.2 Turf will be healthy with an even surface and uniform, deep green color.
2.1.3 Turf will not exhibit bare spots.
2.1.4 Turf will be pest-free.
2.1.5 Shall be maintained in accordance with Turf Maintenance Section 2.2, Irrigation Section 3, and Disease and Pest Control Section 4 standards.

2.2 Turf area Maintenance

2.2.1 *Mowing*
2.2.1.1 Height of cut (in inches) for grasses.

Type of grass	Growth Optimum in inches
Bermuda grass, hybrid	1/2 - 3/4
Fescue	2 - 3
Bluegrass	2 – 3

2.2.2 *Edging*
2.2.2.1 Complete site edging of trees, curbs, sidewalks, beds, sprinklers, valve boxes, meter boxes, etc., shall be performed to insure the site looks groomed and complete.

2.2.3 *Aeration*
2.2.3.1 As needed to maintain standard.

2.2.4 *Weeds*
2.2.4.1 Turf areas will be weed free.

2.2.6 *Fertilizer*
2.2.6.1 Apply as needed to maintain standard.
2.2.6.2 All applications to be balanced fertilizer with nitrogen, phosphorous, and potassium (NPK) based on site-specific soil analysis. Micronutrient applications may be applicable.
2.2.6.3 Separate applications for shrubs and flowers as needed to maintain standard.
2.2.6.4 Application may not occur during irrigation or within 48 hours of predicted rain fall with greater than 50% probability as predicted by NOAA.

Section 3 Irrigation

3.1 General

3.1.1 General inspections of turf and plant materials shall be done routinely for sign of stress or damage. Issues must be reported to chrissu@cityofwestsacramento.org or 916-919-5377.

3.1.2 Contractors must provide the City with a monthly maintenance schedule so that city can schedule all controllers accordingly.

Section 4 Disease and Pest Control

4.1 Turf and landscaping shall be disease and pest free. Any signs of stress or damage to turf or planting materials and/or a direct bother to the public or its safety, shall be corrected by utilizing one of the three (3) steps indicated:

Preventative ~ a scheduled chemical or cultural program designed to prevent significant damage.

Corrective ~ application of chemical or mechanical controls designed to eliminate observed problems.

Integrated Pest Management ~ withholding any controls until such time as pests demonstrate damage to plant materials, or become a demonstrated irritant or safety concern to the public, such as in the case of wasps, ants, gophers, etc.

Prevent application of pesticide during irrigation or within 48 hours of predicted rainfall with greater than 50% probability as predicted by NOAA.

Section 7 Beds, Hedges, and Ground Cover

7.1 General Standard

7.1.1 Fertilization, irrigation and cultivation (when applicable) shall be adjusted to serve the requirements of the plant species.

7.1.2 Shall be healthy, attractive plants that lend variety and interest to the landscape.

7.1.3 Bark mulch shall be placed around plants and maintained on an as needed bases.

7.1.4 Beds, ground covers, and hedges shall be maintained to provide secondary functions such as barriers, animal habitat, or dust and erosion control.

7.1.5 Irrigation timers shall be coordinated with scheduled use, and maintained in compliance with Irrigation standards in Section 3.

7.1.6 *Removal and Replacement*

7.1.6.1 All failed or damaged plant materials shall be removed and replaced within thirty (30) days of notice, unless determined by the City to delay replacement. The replacement plant shall be the same size and species as the damaged or failed plant, if possible. The City shall approve replacement of plant materials not meeting these specifications.

7.1.8 *Weed Control*

7.1.8.1 Plant beds shall be free of weeds. Beds shall be weeded as needed to meet standard. Refer to Section 4.

7.1.9 *Trimming*

7.1.9.1 All shrubs shall be pruned as needed to meet the intent of the landscape design. Hedges and ivy shall be trimmed at a level not to exceed the height of the closest cmu wall or fence. Ground cover shall be edged as needed to keep plant growth from extending beyond curbs, sidewalks, buildings, and turf areas. Ground cover shall not grow higher than 24 inches.

7.2 Flower Beds

7.2.1 Shall be maintained in accordance with the standards listed in Beds, Hedges, and Ground Cover Section 7.

7.2.2 Show no blank spots during season without authorization from the City.

7.2.3 Maintained in compliance with Section 4 related to Disease and Pest Control.

7.2.4 Dead heads, blank spots, and other defects shall not detract from decorative nature of the plantings.

7.2.5 Plantings shall be rotated as needed, to continue color and interest. Minimally, on a seasonal schedule in areas of high use or high visibility and semi-annually in low use, low visibility areas.

7.2.6 Irrigation timers shall be coordinated with scheduled use, and maintained in compliance with Irrigation standards in Section 3.

7.3 Shrub Beds, Hedges, and Ground Cover

7.3.1 Shall be maintained in accordance with the standards listed in Beds, Hedges, and Ground Cover Section 7.

7.3.2 Maintained in compliance with Section 4 related to Disease and Pest Control.

7.3.3 Shall be free of invasive shrub and tree species.

7.3.4 Irrigation timers shall be coordinated with scheduled use, and maintained in compliance with Irrigation standards in Section 3.

7.4 Trash and Graffiti

7.4.1 *Litter, Debris, and Graffiti Removal*

7.4.2 All trash cans and areas of maintenance shall be maintained free of trash and debris.

7.4.3 All graffiti must be removed immediately or within 3-days of being notified. Paint over will not be acceptable. These areas may include but not limited to sidewalks, fences, electrical pedestals, light poles, irrigation controllers, transformers, and garbage cans.

Section 8 T r e e s

8.1 A 4 foot diameter or square area at the base of each tree shall be kept free of weeds and/or grass by using herbicide and/or a 4 inch thick layer of wood chips kept 3" from the base of each tree.

8.2.1 The contractor shall maintain and replace as needed, existing stakes and ties on all trees until such time as they are no longer needed for support, as determined by the City of West Sacramento. Stakes and ties shall be inspected monthly and/or more often as required by weather conditions. This inspection is to prevent girdling of trunks and branches and to prevent rubbing that causes bark wounds. Contractor shall be responsible for installation and maintenance of stakes. Contractor shall be responsible for replacement of existing stakes with another type of staking system such as "Guying" or "Reddy Stakes" as determined by the City of West Sacramento.

8.2.2 Pruning shall apply to all trees in landscape as well as street trees, including public trees in front of homes. Trees other than native oaks shall be checked annually and pruned during the dormant season as needed to insure proper growth in compliance with the following guidelines. Native oaks shall be checked annually and pruned during the summer months as needed to insure proper growth in compliance with the following guidelines;

1. Qualified professional personnel, using recognized and approved methods and
2. Techniques, shall do all pruning. Excessive pruning or stubbing back will not be permitted. All pruning cuts shall be made just outside the branch bark collar as described within **ANSI A300 standards**. All pruning cuts shall be made with sharp, properly maintained equipment. Shearing of shrubs and ground cover will be done only after approval of the City of West Sacramento.

3. Young trees shall be pruned to select and develop permanent scaffold branches that are smaller in diameter than the trunk or branch to which they are attached. Depending on the species, permanent branches shall have vertical spacing ranging from 12 to 48 inches with radial orientation so as to not overlay one another.

4. Under no circumstances will stripping of lower branches ("raising up") of young trees be permitted. Lower branches shall be retained in a "tipped back" or pinched condition with much foliage as possible to promote caliper trunk growth, tapered trunk. Lower temporary branches may be removed only after the tree canopy is able to shade the trunk during the late afternoon.

5. All tree canopies shall be thinned when necessary to prevent wind and storm damage.

6. Pruning of trees and shrubs shall be done as needed to achieve the following:

- To maintain a sound structure and an aesthetically pleasant form, particularly to correct deformation caused by wind, vandalism or mechanical damage.
- To raise the lower branches of trees to eight feet to meet ADA requirements wherever they overhang walkways.
- To raise the lower branches of trees to twelve feet for street clearance.
- To cut back shrubs where they encroach on the walks and the paved areas.
- To cut back branches that rub on walks, fences, and buildings.
- To remove suckers, waterspouts, and other undesirable growth on trees.
- To remove all dead or damaged branches.

7. Regardless of tree canopy height, contractor shall be responsible for pruning up to 15 feet in height for traffic clearance.

8. The Contractor shall be responsible for removal and disposal of any dead trees (including stumps) up to 4 inches dbh (13 inches circumference).

9. All trees shall be fertilized two times annually.

Section 11 Paved Surfaces

11.1 Paved surfaces include sidewalks and other areas topped with asphalt or concrete.

11.2 Sidewalks and other paved areas shall be free of sand, debris and litter, so at no time it

detracts from the look or safety of the area. All debris shall be removed. Debris may be swept, or blown on to planting area. At no times may debris enter roadways and gutters.

11.3 Sand and decomposed gravel shall be removed from sidewalks.

11.4 All surfaces shall be pest-free as defined in Section 4 Disease and Pest Control, to include Weed Control.

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.

CITY OF WEST SACRAMENTO **CITY COUNCIL AGENDA REPORT**

MEETING DATE: August 16, 2017 **ITEM #** 7

SUBJECT:
CONSIDERATION AND AWARD OF CONTRACT TO PARADIGM CONSTRUCTION FOR THE CONSTRUCTION OF THE SUBTILE ART FOUNDATION AND INSTALLATION IN THE BRIDGE DISTRICT

INITIATED OR REQUESTED BY:
[ ] Council [X] Staff
[ ] Other

REPORT COORDINATED OR PREPARED BY:
Chris Surawski, Senior Project Manager

Cindy Tuttle, Parks and Recreation Director

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

OBJECTIVE
The objective of this report is to award a contract to Paradigm Construction for the construction of the *Subtile* art foundation and installation including related actions.

RECOMMENDED ACTION
It is respectfully recommended that the Council:

1) Find that the project is exempt from environmental review pursuant to Class 3 (New Construction or Conversion of Small Structures) and Class 4 (Minor Alterations to Land) Categorical Exemptions, under the California Code of Regulations, Title 14, Division 6, Chapter 3 and that the Exemptions represent the independent judgment of the City;
2) Award a contract to the lowest responsive, responsible bidder, Paradigm Construction, for the construction of the *Subtile* art foundation and installation in the Bridge District for a total base bid price of $84,825.31;
3) Grant the City Manager or his designee the authority to issue Contract Change Orders up to ten percent of the construction cost, ($8,483.00); and
4) Approve the plans for the *Subtile* art foundation.

BACKGROUND
In January 2014, the City Council adopted Resolution 14-4 authorizing submittal of a grant application to the Housing-Related Parks (HRP) grant program, administered by California Housing and Community Development. HRP grants are formula based financial assistance to cities and counties based on the number of bedrooms in newly constructed rental and ownership units restricted for very low and low-income households. The Rivermark affordable project in the Bridge District qualified the City to receive $394,850 in HRP funds that were matched with $200,000 in CFD 27 funds, programmed for public art and associated lighting and hardscape. On November 19, 2014, Council adopted Resolution 14-54 authorizing the City Manager, or his designee, to execute an HRP grant standard agreement and related grant documents.

Long term plans for the Bridge District incorporate place-making art improvements to create visual connections to the River from the interior developments. The Bridge District Specific Plan implements contemporary place-making with a decentralized portfolio approach of creative spaces and experiences. Permanent and temporary art installations are planned to be integrated within retail, housing, commercial, and public areas near the River Walk. On May 6, 2015, Council approved the art acquisition process and an agreement with Sacramento for management services to support the City in meeting HRP schedule milestones including artist negotiations and monitoring of fabrication and maintenance plans.

A request for artist proposals was released by the City of West Sacramento on June 1, 2015. Extensive outreach, targeted to local artists, was completed at the time of RFP release. On June 25, 2015, the Bridge District Public Art Panel (Panel) reviewed 87 qualified applications. By democratic process, the Panel unanimously selected five finalists to create a conceptual proposal for the City of West Sacramento Bridge District River Walk. Each finalist was provided a stipend to travel to West Sacramento, research the site and develop a concept specific to the West Sacramento location. On June 29, 2015, the Commission received a presentation on the HRP art selection process. On September 23, 2015 the Panel was convened to interview the finalists and select a winning proposal. The proposed sculpture, titled *Subtile* by Federico Diaz, was unanimously selected by the Panel.

The Council executed an agreement with Federico Diaz on October 7, 2015. The artwork was fabricated in the Czech Republic and received by the City in September 2016. The City initiated permitting in April of 2016 and the final permit from Central Valley Flood Protection Agency was approved on July 8, 2017.

ANALYSIS

Construction documents for the *Subtile* art foundation were publicly bid in the local newspaper and building exchanges between June 19, 2017 and July 18, 2017. Three plan sets were purchased by prime contractors interested in bidding on the project. Bids were publically opened on July 18, 2017. Paradigm Construction was one of two bids received with a total bid price of $84,825.31. After review of the bid documents it was determined that the Paradigm Construction bid is the lowest responsive, responsible bidder. The Contract for Construction is included as Attachment 1 and if approved by City Council, would allow construction of the project to commence.

The bid results are as follows:

Firm	***Total Bid***
Paradigm Construction	$84,825.31
Abide Builders, Incorporated	$98,665.00

Environmental Determination

Staff recommends that the Council find that Class 3 and 4 Categorical Exemptions are the appropriate level of environmental review for the project. Class 3 Categorical Exemptions provide for the construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure. The art installation is a collection of small structures pursuant to the requirements of a Class 3 exemptions. Its dimensions are: 26' long x 9' high x 6' wide and 10' long x 9' high x 6' wide. The Class 4 exemption consists of minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry or agricultural purposes. This installation is being constructed on vacant land that does not have any vegetation and will require only minor alterations to the land and is thus exempt per the requirements of a Class 4 Categorical Exemption. The project area has also been studied extensively in the Bridge District Specific Plan EIR and subsequent River Walk Trail Extension Mitigated Negative Declaration.

Commission Recommendation

On March 30, 2015, the Arts, Culture & Historic Preservation Commission (ACHP) heard a presentation on the HRP public art process. Two Members of the ACHP Commission served on the artist selection panel. The ACHP received a presentation on the concepts submitted by the five finalists on September 28, 2015 and unanimously recommended that Council execute an agreement with Federico Diaz to complete the Bridge District art installation.

Strategic Plan Integration

River Walk Park is incorporated within the City of West Sacramento Strategic Plan Goal 4 Riverfront Alive, and is included in the joint Riverfront Master Plan. Public art amenities will contribute toward Vision 2022 Principle E: "creating vibrant Neighborhoods by installing place-making improvements that enhance multimodal circulation."

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 will increase costs and delay construction; or
3. Defer or cancel the project. Delays at this stage may lead to increased costs for construction, due to escalating labor, material, and fuel prices.

Coordination and Review

This report has been reviewed by the Parks Department and Economic Development and Housing Department.

Budget/Cost Impact
The Project is approved in Fund 405, CIP appropriation 62094 and funded by the HRP grant and CFD 27 bond proceeds.

ATTACHMENT
1. Contract
2. Notice of Exemption

CONSTRUCTION CONTRACT

THIS CONTRACT made on August 16, 2017 by and between the City of West Sacramento ("City"), and Paradigm Construction, hereinafter "Contractor". The City and Contractor may be collectively referred to as the "parties".

The parties have mutually covenanted and agreed as follows:

1. THE CONTRACT DOCUMENTS:

The complete Contract consists of the following documents ("Contract Documents"):

Invitation to Bid
Addenda Nos. 1 Issued
Designation of Subcontractors
Construction Contract
Payment Bond to Accompany Contract
Performance Bond to Accompany Contract
General Conditions
Supplementary and Special Conditions (if any)
Drawings
Specifications
Change Orders
City of West Sacramento Standard Specifications
State of California Department of Transportation (Caltrans) Standard Specifications 2010
Contractor's Certification Regarding Workers' Compensation

2. THE WORK:

The Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete in a good and workmanlike manner, the construction of the Subtile Art footing and installation "Project" as called for, and in the manner designated in, and in strict conformity with, the Contract Documents. It is understood and agreed that the tools, equipment, apparatus, facilities, labor, transportation, and material shall be furnished and the work performed and completed as required in the Drawings and Specifications under the sole direction and control of the Contractor, and subject to inspection and approval of the City, or its representatives. The City hereby designates as its representative for the purpose of this Contract the following named person: Chris Surawski.

3. CONTRACT PRICE:

The City agrees to pay and the Contractor agrees to accept, in full payment for the work above agreed to be done, the sum of Eighty-Four Thousand, Eight Hundred and Twenty-Five Dollars and Thirty-One Cents ($84,825.31) for the Project subject to additions and deductions as provided in the Contract Documents.

4. COMPLETION DATE:

The Project shall be commenced on the date specified in the Notice to Proceed. The total project will be completed within Seventy-Five (75) working days, as defined in the General Conditions, after the date stated in the Notice to Proceed.

5. NOTICE AND SERVICE THEREOF:

Any notice from one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party.

Any such notice shall not be effective for any purpose whatsoever unless served in the following manner, namely:

(a) If the notice is given to the City, by personal delivery thereof to the Director of Parks and Recreation, or by depositing the same in the United States mail, enclosed in a sealed envelope, postage prepaid, and certified; addressed to the City at:

City of West Sacramento
Cindy Tuttle, Director of Parks and Recreation
1110 West Capitol Avenue, 1st Floor
West Sacramento, CA 95691

(b) If the notice is given to the Contractor, by personal delivery thereof to said Contractor or to its duly authorized representative at the site of the project, or by depositing the same in the United States mail, enclosed in a sealed envelope, postage prepaid, and certified; addressed to the Contractor at:

Business: Paradigm Construction
Attention: Steven Mays
Street Address: 5321 Tersk Way
City, State, Zip Code: Elk Grove, CA 95757

(c) If the notice is given to the surety or any other person, by personal delivery to such surety or other person, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to such surety or other person, as the case may be, at the address of such surety or person last communicated by it to the party giving the notice, postage prepaid and certified.

6. **LIQUIDATED DAMAGES:**

Liquidated damages as provided for in the General Conditions of the Contract shall be in the sum of One Thousand Dollars ($1,000.00) for each and every day as defined therein for each different scope of work as defined by the Base Bid and each change order except as otherwise specified in the General Conditions.

7. **PREVAILING WAGE:**

Copies of the prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations in accordance with Labor Code section 1773 are on file at the City, and copies are available for inspection at that office to any interested party on request. Bidders shall be responsible for verifying with the Director of the Department of Industrial Relations that all such copies of the prevailing rate provided by the City are current and accurate. The requirement to pay the wage rate so specified is further detailed in the General Conditions.

8. **CONTRACTOR REGISTRATION**

By the execution of this Contract, Contractor hereby certifies that it is registered with the California Department of Industrial Relations as required pursuant to Labor Code section 1725.5 (contractor registration).

Subtile Art Foundation and Installation
Paradigm Construction
August 16, 2017

IN WITNESS WHEREOF, three (3) identical counterparts of this Contract, each of which shall for all purposes be deemed an original, have been duly executed by the above-named parties, on the date noted on the first page of this Contract.

7/24/17
Date

Contractor

Date

Christopher L. Cabaldon, Mayor
City of West Sacramento

Approved as to form:

Jeffrey Mitchell, City Attorney

Attest:

Kryss Rankin, City Clerk

Attachment 2

Print Form

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

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

Project Title: Subtile Art Foundation and Installation Award of Contract

Project Applicant: City of West Sacramento

Project Location - Specific:
921 Riverfront Street

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

Description of Nature, Purpose and Beneficiaries of Project:
Project involves consideration and award of contract for the construction of an art installation along the Riverwalk in the Bridge District.

Name of Public Agency Approving Project: City of West Sacramento

Name of Person or Agency Carrying Out Project: City of West Sacramento

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: Class 3 and 4 (15303, 15304)
- ☐ Statutory Exemptions. State code number: _____

Reasons why project is exempt:
The art installation is a collection of small structures pursuant to the requirements of a Class 3. Its dimensions are: 26' long x 9' high x 6' wide and 10' long x 9' high x 6' wide. The installation is being construct on vacant land that does not have any vegetation and will require only minor alterations to the land and is thus exempt per the requirements of a Class 4 categorical l exemption.

Lead Agency
Contact Person: Seamus Laffey 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: _____ Date: _____ Title: _____

☐ 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: _____

CITY OF WEST SACRAMENTO **AGENDA REPORT**

MEETING DATE: August 16, 2017 **ITEM #** 8

SUBJECT:

CONSIDERATION OF COMPLIANCE OPTIONS FOR THE STATEWIDE TRASH PROVISIONS TO BE IMPLEMENTED THROUGH THE SMALL MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMIT

INITIATED OR REQUESTED BY:

[ ] Council [X] Staff

[ ] Other

REPORT COORDINATED OR PREPARED BY:
Paulina Benner, Environmental Services Manager

Denix Anbiah, Director of Public Works

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

OBJECTIVE

The objective of this report is to update the City Council on the statewide Trash Provisions that the City is required to comply with via a Water Code Section 13383 Order (13383 Order) issued by the State Water Resources Control Board (State Water Board) and to receive the Council's support of staff's recommendation that the City select the Track 1 compliance method.

RECOMMENDED ACTION

It is respectfully recommended that the City Council consider compliance options for the Statewide Trash Provisions to be implemented through the Small Municipal Separate Storm Sewer System (MS4) permit and select the Track 1 compliance method.

BACKGROUND

On February 5, 2013, the State Water Board adopted the Phase II Small Municipal Separate Storm Sewer System (MS4) National Pollutant Discharge Elimination System (NPDES) Permit, Water Quality Order No. 2013-0001-DWQ, General Permit No. CAS000004 (Phase II Stormwater Permit). The Phase II Stormwater Permit regulates discharges from Small MS4s and requires Permittees to implement a stormwater management program.

The City of West Sacramento is named as a Small MS4 Permittee in the Phase II Stormwater Permit and implements its stormwater management program locally to prevent and eliminate stormwater pollution to the maximum extent practicable.

On April 7, 2015, the State Water Board adopted statewide Trash Provisions to address the impacts trash has on the beneficial uses of the state's waters. Since trash is typically generated on land and transported to surface water, predominately through MS4 discharges, trash will be regulated under the Phase II Stormwater Permit. In advance of incorporating the Trash Provisions in the permit, the State Water Board used its authority under Water Code Section 13383 to order all Small MS4s, including the City, to begin development of a trash control program. The Trash Provisions establish a statewide water quality objective for trash and a prohibition of trash discharge to surface waters of the State and define Priority Land Uses (High-density residential, Industrial, Commercial, Mixed Urban and Public Transportation Stations) where trash controls are required. The City received the 13383 Order dated June 1, 2017. The State Water Board will add the Trash Provisions to the Phase II Permit during the next renewal.

ANALYSIS

The Order requires that the City, by September 1, 2017, select a method of compliance with the trash prohibition and to determine and report the selection of either the following Track 1 or Track 2 compliance methods:

1. **Track 1**: Install, operate, and maintain Full Capture Systems (FCSs) for the storm drain network that capture runoff from the Priority Land Uses in the City.
2. **Track 2**: Install, operate, and maintain any combination of Full Capture Systems, Multi-Benefit Projects, other Treatment Controls, and/or Institutional Controls within the City. The City may determine the locations or land uses within the City to implement any combination of controls. The City would also be required to demonstrate that the selected compliance approach will achieve Full Capture System Equivalency (i.e., the trash load reduction would be equal to the load reduction achieved by installing, operating and maintaining FCSs in all Priority Land Use areas as required by Track 1).

FCSs are defined by the Trash Provisions as systems that must capture trash down to 5 mm for the specified design storm. The State Water Board has provided a list of certified FCSs from which the City could select units appropriate to the City's system.

Table 1, below, outlines the steps to be taken September 2017 – December 2018 to implement the Trash Provisions. Both Track 1 and 2 requirements are shown in the table to illustrate the difference between Track 1 and Track 2 compliance requirements.

TABLE 1

Due Date	Step
September 1, 2017	Submit: 1. Letter to State Water Board identifying selected compliance option (Track 1 or 2); and 2. Preliminary map identifying: • Priority Land Use areas (PLU areas) discharging to the storm drain network; and • Storm drain network that receives discharges from the PLU areas.
December 1, 2018 (Track 1)	Submit: 1. Updated PLU area map identifying; • Revisions if needed to PLUs or storm drain network; • Proposed locations of all certified Full Capture Systems; and • If applicable, proposed equivalent alternative land use areas and documentation that they have been approved by the Regional Water Board.
December 1, 2018 (Track 2)	Submit: 1. Updated map identifying: • All PLU areas and selected locations and land uses, other than the PLU areas, discharging to the storm drain network and the corresponding storm drain network; • Proposed locations of all certified Full Capture Systems and where any combinations of controls will be implemented to achieve Full Capture System Equivalency (FCSE); • Trash levels, using the recommended Visual Trash Assessment Approach or other equivalent trash assessment methodology, for all PLUs, and for other selected locations or land uses within the MS4s jurisdiction if proposing to implement any combination of controls in locations other than PLUs; and 2. An Implementation Plan (subject to approval by the State Water Board Executive Director and/or the corresponding Regional Water Board Executive Officer) that includes: • The rationale for how the selected combination of controls will achieve FCSE; • The rationale for how FCSE will be demonstrated; • If using a methodology other than the recommended Visual Trash Assessment Approach to determine trash levels, a description of the methodology used and rationale of how the methodology is equivalent to the recommended approach; and • If proposing to select locations or land uses other than PLUs, a rationale demonstrating that the alternative land uses generate trash at rates that are equivalent to or greater than the PLUs.

The City will have 10 years to reach compliance regardless of Track selection. Conservatively the City should plan to have the Trash Provisions fully implemented by May 2027. This compliance date could be extended to December 2030, during the Phase II Permit reissuance process. However, since this extension is not certain, it is recommended to plan for the earlier implementation date.

Considerations for Selecting a Track

In anticipation of receiving the Order, staff started evaluating compliance options in 2016 with the assistance of Larry Walker Associates (LWA), the consulting firm selected by the City to provide Phase II Permit compliance and program support. LWA initially completed the attached Technical Memorandum in March 2016 with revisions made in 2017 to reflect land use changes from the 2035 General Plan Update. The Memorandum was written to help the City evaluate options through developing a map that identifies the PLUs, as well as providing basic cost information to establish a conceptual planning level number that could be used to assess other options as planning moves forward (e.g., larger devices; Track 2). The Memorandum provides a comparison of the different types of approved Full Capture Systems and the most commonly used device in California, the Connector Pipe Screen, which is the device used to develop the basic cost estimates for Track 1 compliance. Cost estimates provided in the Memorandum and compliance assurance are the top two considerations used during the initial evaluation of compliance options.

Cost Estimates
Track 1 cost estimates can be developed using three methods; total cost per capita method, total cost by land coverage method, and total cost for priority area catch basin method. The first two methods are methods used by State Water Board in the staff report developed to provide background for the adoption of the Trash Provisions. The third method is based on experience with installations of catch basin inserts throughout California, using the number of catch basin in each identified PLU area. Tables 3, 4 and 5 in the attached Memorandum provide cost estimates using all three methods.

Cost estimates for Track 2 were not provided in this Memorandum because there was insufficient information available at this time to develop a reasonable effort. Guidance from the State on what they will consider sufficient level of effort to demonstrate FSCE has only recently become available. Uncertainties still remain about what the State will consider sufficient on-going monitoring to demonstrate compliance. Further, a Track 2 cost estimate requires a detailed evaluation of the City's current trash control practices and costs, which was not part of the initial work effort.

Compliance Assurance
Permittees that select Track 1 will reach compliance with the Trash Provisions when FCSs are installed and maintained in all PLU areas. The permittee has 10 years to complete installations and will clearly know when compliance has been reached. Track 1 follows a typical Capital Improvement Program process, which is a familiar, readily understood, process.

Permittees that select Track 2 have a more complicated path to compliance that includes installation of some FCSs and additional measures to reach full capture system equivalency. Additional measures can include institutional controls such as enhanced street sweeping, sidewalk trash bins and collection of the trash, anti-litter educational campaigns and outreach programs, and producer take-back for packaging. The implementation plan that demonstrates how these combined measures will reach full capture system equivalency is also subject to approval by the State Water Board Executive Director and/or the corresponding Regional Water Board Executive Officer. At this time the staff time and effort to develop and implement such a plan is unknown. Track 2 also requires ongoing monitoring and assessments and will take more oversight, planning, and leadership to execute. Social barriers can also limit Track 2 success if residents and others do not change behavior that contributes to trash entering the storm drain system.

Next Steps
At this time, staff's recommendation is to select the Track 1 compliance method with the understanding that the City could switch to Track 2 if, upon further analysis, it is deemed infeasible to install FCSs at all PLU areas. Over the next 16 months, staff will complete further analysis of the storm drain network and determine FCS installation locations to be included in the December 1, 2018 submittal. A funding source will also need to be identified during this process as the City does not currently have a dedicated funding source for the CIP projects required for both Track 1 or 2, or other new or enhanced projects that would be required to comply with Track 2.

Commission Recommendation
This item was presented to the Environment and Utilities Commission on August 14, 2017, after this report was written, with the recommendation that the Commission support staff's recommendation to City Council to select the Track 1 compliance method.

Strategic Plan Integration
Compliance with the statewide Trash Provisions will support the City's mission to provide Quality Municipal Services and Quality City Infrastructure.

Alternatives
While staff's recommendation is that the Council support the recommendation that the City select the Track 1 compliance method, the Council could choose to recommend selection of the Track 2 compliance method.

Coordination and Review
This report was coordinated with, and reviewed by, Larry Walker Associates, the consulting firm providing Phase II Stormwater Permit compliance and program support services, and Administrative Services staff.

Budget/Cost Impact

Cost estimates for Track 1 compliance at completion of FCS installation, depending on the cost estimate method used, range between $400,115 and $697,800 for capital investment and between $171,478 and $465,200 for annual operations and maintenance costs. It is important to note that these cost estimates are in today's dollars (cost estimates for the Per Capita and Land Coverage method use 2015 data provided by the state Water Board and 2015 population) with the actual costs expected to increase due to inflation and population growth over the 10-year compliance period.

The City Council approved an annual allocation of $350,000 from the Refuse Franchise Fees towards the operations and maintenance component of the MS4 permit. There is no funding source currently available for the capital investment that the statewide Trash Provisions will require the City to spend; however, staff will work on potential sources of funds for capital replacement during the update of the storm drain/storm water master plan. Identifying potential funding sources will be part of the analysis and planning work completed over the next 16 months.

ATTACHMENT

1) Technical Memorandum
2) Water Code Section 13383 Order to submit method to comply with statewide trash provisions; requirements for traditional small municipal separate storm sewer system (MS4) permittees.

ATTACHMENT 1

Technical Memorandum

LARRY WALKER ASSOCIATES

DATE: May 12, 2017

TO: Paulina Benner, City of West Sacramento

COPY TO: Sandy Mathews, LWA

Kristine Corneillie
1405 S. Bascom Ave
San Jose, CA 95128
408.261.3996
KrisC@LWA.com

SUBJECT: **Trash Reduction Planning Maps and Program Cost Estimates**

Introduction

The Amendments to the Water Quality Control Plan for the Ocean Waters of California to Control Trash and Part 1 Trash Provisions of the Water Quality Control Plan for Inland Surface Waters, Enclosed Bays, and Estuaries of California (Trash Amendments) was adopted on April 7, 2015. The Trash Amendments require that the City of West Sacramento (City) choose either "Track 1" or "Track 2" to comply with the narrative water quality objective for trash. Under Track 1, the City would install a network of full capture systems (FCS) for all storm drains located in their priority land use areas (defined by the Trash Amendments). Under Track 2, the City could use a combination of controls (multi-benefit, structural and/or institutional), as long as they can demonstrate that the combination of controls performs as well as Track 1. LWA has prepared this memorandum to help the City start evaluating their options through developing a map that highlights the priority land use areas, as well as providing basic cost information to establish a conceptual planning level number that could be used to assess other options as planning moves forward (e.g., larger devices; Track 2).

Description of Priority Areas

The Trash Amendments state that to comply with Track 1, the City must install, operate, and maintain FCS for all storm drains that capture runoff from one or more of the following priority land uses:

- High-density residential: all land uses with at least ten developed dwelling units/acre.
- Industrial: land uses where the primary activities on the developed parcels involve product manufacture, storage, or distribution
- Commercial: land uses where the primary activities on the developed parcels involve the sale or transfer of goods or services to consumers
- Mixed urban: land uses where high-density residential, industrial, and/or commercial land uses predominate collectively

- Public transportation stations: facilities or sites where public transit agencies' vehicles load or unload passengers or goods
- Equivalent, alternate land uses that generate rates of trash that are equivalent to or greater than the aforementioned priority land use(s)

LWA processed the City's land use geographic information system (GIS) data to match the definitions of the priority land uses from the Statewide Trash Amendments to identify the land use areas that the City is required to address. From these land use areas, LWA identified the storm drain inlets within each of the priority land use areas. In addition, LWA assessed the location of the City's stormwater pump stations to determine the number of drain inlets that may be addressed by the individual pump stations if the pump stations could be considered or retrofitted to be FCS. The land use type and corresponding number of drain inlets in each land use type are provided in **Table 1**. The locations of the land use types, drain inlets, and pump stations are shown in **Figure 1**. In further analyses, it would be prudent to include institutional knowledge regarding problem areas, flow rates, and public access. At this time, the analysis is based on a visual review of storm drain system maps with attention to catch basins (noting only those located in priority land use areas). On-land assessments would be necessary to further refine the appropriateness of a FCS for each area.

Table 1. Priority Land Use Information

Land Use Type	Acres	# of Drain Inlets
Commercial	617.73	247
Industrial	1707.78	259
High-Density Residential	348.43	203
Mixed Use[1]	607.86	337
Transportation[2]	N/A	117
Total	3,275.80	1,163

1. The City's Mixed Use areas include a variety of land uses, such as Riverfront Mixed Use and Mixed-Commercial/Industrial. Riverfront Mixed Use provides for marinas, restaurants, retail, amusement, hotel and motel uses, mid-rise and high-rise offices, multi- family residential units oriented principally to the river, public and quasi-public uses, and similar and compatible uses. All development under this designation must be approved pursuant to an adopted master development plan. Floor Area Ratio[1] (FAR) for offices is not to exceed 10.0, while the FAR for other uses not to exceed 3.0. Residential densities shall be at least 25.1 units per acre. Mixed-Commercial/Industrial provides for industrial parks, wholesale and intensive retail commercial uses, warehouses, distribution centers, light manufacturing, offices, public and quasi-public uses, and similar and compatible uses, with a FAR not to exceed 0.50. LWA recommends further analysis of the Mixed Use areas within the City to identify the specific locations that meet the Mixed Use definition from the Statewide Trash Amendments.
2. Transportation areas are not considered to have an area as they are bus stop point locations. Includes the drain inlets within 100 feet of a bus stop.

Description of Full Capture Systems

FCS for catch basins are defined in the proposed final Trash Amendments as treatment controls (either a single device or a series of devices) that trap all particles that are 5 mm or greater, and have a design treatment capacity that is either: a) of not less than the peak flow rate, Q, resulting from a one year, one-hour, storm in the subdrainage area; or b) appropriately sized to, and designed to carry at least the same flows as, the corresponding catch basin. While only the catch basin insert type device is used in this analysis, several other devices are described later, as they may be found by the City to be more appropriate for certain catch basins and/or conditions. For example, some agencies choose to install a large device, such as a gross solids removal device or hydrodynamic separator upstream of a stormwater pump station.

[1] The floor area ratio (FAR) is the total square feet of a building divided by the total square feet of the lot the building is located on. FAR is used by local governments in zoning codes. Higher FARs tend to indicate more urban (dense) construction.

The devices described have all been approved by either the Los Angeles or San Francisco Bay Regional Water Quality Control Boards, and are approved FCS devices in the Trash Amendments.

Connector Pipe Screens

A Connector Pipe Screen (CPS) is a catch basin insert filter that is designed to capture trash. CPS inserts are installed in front of the catch basin's outlet pipe - trapping trash and debris inside the catch basin while allowing filtered stormwater to exit into the storm drain infrastructure. CPS inserts also allow stormwater overflow when discharge is greater than the design storm volume to reduce flooding potential. Cleanout of CPS units is necessary prior to the wet season, after the first flush and other large storm events. Regular inspection is necessary to ensure the CPS units are not full of trash or organic litter.



Cost Analysis

Many communities in California have opted with installing CPS units in the catch basins located in priority areas due to their low capital costs and minimal planning and construction. In some cases, one CPS unit can be installed to capture the flow from multiple catch basins. The following estimates assume the City chooses to install only CPS units in the priority areas. This estimate assumes that a CPS would be needed in every catch basin in the priority area, in case the option of installing one device downstream of multiple catch basins is not viable due to flow rates and upstream activities/conditions. It should be recognized, however, that while some devices have a lower capital costs, the annual maintenance costs on a high number of devices may be higher than maintenance costs of a device with high upfront capital costs. Installation costs and appropriateness of devices may change as the device contractors are brought in to assess installation locations.

Several assumptions were made to estimate costs for this analysis. The main assumptions include:

- Installation costs will vary based on the amount of construction needed at each site to install the device. The estimates are based on the best available information to date.
- Operations and Maintenance (O&M) costs will vary based on how each device is functioning in the location where it is installed. Some will require more or less frequent cleanings then the average, due to organic litter and trash volume. O&M costs can also be affected by street sweeping schedules, as the more an area is swept, the less the device will likely need to be cleaned.
- Ranges of costs are provided in **Table 1**. For the analysis, costs were based on an average of capital and O&M costs based on other agencies experiences (see references in Table 1 footnote). Based on experience, installation costs were assumed to be $600/device and O&M was assumed to be $400/device annually.
- It is assumed for the cost estimates **(Table 3)** that CPS units are installed in each catch basin and that there are currently no existing full capture systems installed.
- It is estimated that 132 catch basins drain to three pump stations. Therefore, rather than installing CPS units in those catch basins, a larger device could be installed upstream of the pump stations, which would impact these costs. There are actually five pump stations located in priority land use areas and therefore potentially five large devices could be beneficial in these areas. However, based on the GIS layers, it did not appear as though priority land use catch basins were connected to two of the pump stations. On-land assessments and institutional knowledge should be considered for each location before definitive device decisions are made. A brief discussion follows the analysis regarding different or larger full capture system installation.

Table 1. Catch Basin Insert/Connector Pipe Screen Summary Information

Example Provider(s)	Capital/Installation Cost	O&M Cost ($/yr)	Notes
Advanced Solutions - Stormtek CPS; United Stormwater - CPS; West Coast Storm - CPS	$300 - $1,000/ device	$300 - $600	CPS units are designed to allow flows greater than the one-hour, one-year storm within the drainage area to bypass the unit. This reduces the possibility of flooding. CPS units are common throughout California.

References:

- Revelon Slough/ Beardley Wash (RSBW) Trash BMP Recommendation Report (2012, LWA)
- CCC/ Algalita, 2006 http://www.plasticdebris.org/Trash_BMPs_for_Munis.pdf
- Bay Area-wide Trash Capture Demonstration Project, Final Report, Appendix III (2013, SFEI)
- Gordon and Zamist, 2007. Municipal Best Management Practices for Controlling Trash and Debris in Stormwater and Urban Runoff. California Coastal Commission and Algalita Marine Research Foundation.
- Shimoda Group, LLC for the Greenway Foundation, 2010. Los Angeles River Watershed Trash Reduction Overview. http://colowqforum.org/pdfs/listing-methodology/09-2010/Anacostia%20and%20LA%20Trash%20Program%20Summaries%209-30-10.pdf
- Los Angeles RWQCB, 2007. Revised staff report: Trash TMDLs for the LA River Watershed. http://www.epa.gov/waters/tmdldocs/34863-RevisedStaffReport2v2.pdf
- SFB RWQCB, 2009/2011. Municipal Regional Stormwater Permit (MRP), Appendix I: http://www.cleanwaterprogram.org/uploads/R2-2009-0074_Revised.pdf
- City of San Jose, 2011. San Jose Litter and Trash Reduction Plan http://www.sanjoseca.gov/DocumentCenter/View/1292
- Baltimore City, 2011. Healthy Harbor Plan, Chapter 4. Trash Solutions http://www.healthyharborbaltimore.org/uploads/file/healthy-harbor-plan/04_Chapter_4_Trash.pdf
- City of Palo Alto, City Council Informational Report on Installation of Trash Capture Devices in the Municipal Storm Drain System as Part of Palo Alto's Short-Term Trash Reduction Plan (2012)
- http://www.epa.gov/waters/tmdldocs/34863-RevisedStaffReport2v2.pdf
- Trash Amendments, Attachment C.

Table 2. Costs Estimated Based on Number of Catch Basins

Area	# CBs in Priority Areas	Capital	Annual O&M
1.Priority Land Uses	1,163	$697,800	$465,200
2.Subset of CBs that Drain to Pump Stations[1]	132	$79,200	$52,800

[1]The costs on line 2 could be subtracted from line 1 and replaced with costs for installation of a larger device upstream of the pump stations.

Additional Cost Considerations

The Trash Amendments include a detailed economic considerations section, which includes both a per capita cost analysis as well as a land coverage approach (per acre cost for high intensity land cover). It is stated that the per capita approach is more suitable for small and medium communities, but also that it is not an accurate approach for full capture systems. The land coverage approach claims to be the most accurate method for estimating the cost of implementing full capture systems, but states it may overestimate costs by including land coverage that is not part of an MS4. The per capita costs provided in the Trash Amendments for the City, for both the per capita and land coverage approaches are presented in **Table 3**. Using the 2015 estimates of population for the City (51,963 people) results in the following estimates based on the Trash Amendments (**Table 4**). Additionally, **Table 4** includes cost estimates for compliance with Track 1 based on the number of catch basins in each priority area. **Table 4** therefore provides a range of costs for compliance with Track 1. These numbers were refined based on 2017 updates to the General Land Use Zoning Plan.

Table 3. Trash Amendments Track 1 Cost Estimates based on Population and Land Coverage Methods

Per Capita Estimates		Land Coverage Estimates	
Capital costs per capita	Annual O&M per capita	Capital costs per capita	Annual O&M per capita
$7.70	$3.30	$9.10	$3.90

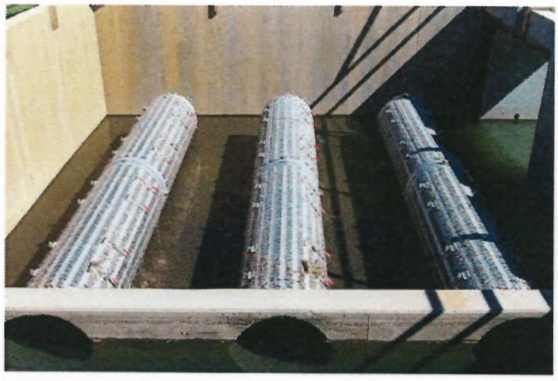
Table 4. Costs Estimated per Trash Amendments Track 1 Methods and Based on Number of Catch Basins

Population	Total Costs by Per Capita Method[1]		Total Cost by Land Coverage Method[1]		Total Cost Per Priority Area Catch Basin Method[2]	
	Capital	Annual O&M	Capital	Annual O&M	Capital	Annual O&M
51,963	$400,115	$171,478	$472,863	$202,656	$697,800	$465,200

[1]This method is based on the Trash Amendments Track 1 cost of compliance estimate approaches, which use population.
[2]This method is based on experience with installation of catch basin inserts throughout California, using the number of catch basins in each identified priority area.

Other Full Capture System Opportunities for Priority Areas

As described above, only catch basin inserts were evaluated in this analysis. In some areas, different types of devices or large devices may be more appropriate. A few other commonly used full capture systems are described below.



Gross Solids Removal Device

Gross solids removal devices (GSRDs) are designed to remove trash, vegetative material, and other particles of relatively large, gross size from stormwater runoff utilizing a linear radial design. For cleaning, the accumulated debris is accessed through hatchways installed on each screen section and is quickly removed utilizing vacuum equipment. Flows above the treatment capacity must be able to bypass the screen without loss of the captured debris the manufacturer looks at a variety of ways to construct headwalls and structural bypass sections to accommodate the above-the treatment-level flows. Each GSRD is designed for the flow required for discharge permit compliance and then potential installation location are assessed. Once those factors have been considered the manufacturer develops the screen design for both diameter and length so it has the capability to filter the required flow.

Hydrodynamic Separators

Hydrodynamic Separators (HDS) are devices that utilize the flow of water to create a vortex motion in order to separate solid materials from stormwater flows. The vortex motion forces larger, heavier objects to move towards the center of the device where they are deposited into a separation chamber. Additionally, the vortex motion forces floatable materials to the sides where they can be collected as well. Hydrodynamic separators are generally installed near a stormwater discharge point, but can be installed at almost any point along the storm drain system. The solids are removed using a vactor truck, a removable basket, or a clam shell depending on the user's preference and size of the unit. For new installations, it is expected that continued monitoring of the condition of the unit would be required after every runoff event for the first 30 days. For ongoing operation, unit inspections are expected to occur at least once every 30 days during the wet weather season.



Nets

Netting devices are proprietary systems that can be installed as in-line units, floating units, end-of-pipe units, or channel units. Netting devices utilize the natural flow of water to transport the trash and debris into the nets, which are then collected and disposed of. Nets need to be inspected periodically during the dry-season to ensure proper functioning and inspected after any wet-weather event greater than 0.25 inch and every two weeks if flow persists. Maintenance and cleaning activities include removal and disposal of used nets as well as the installation of new nets. Use of trash nets has resulted in mixed results. While some communities strongly support their use, others have found that they tear easily, fill with leaves rapidly, and are maintenance intensive. Vendors continue to work to improve the design of these devices, which can capture a large drainage area, so it remains an option worth considering.

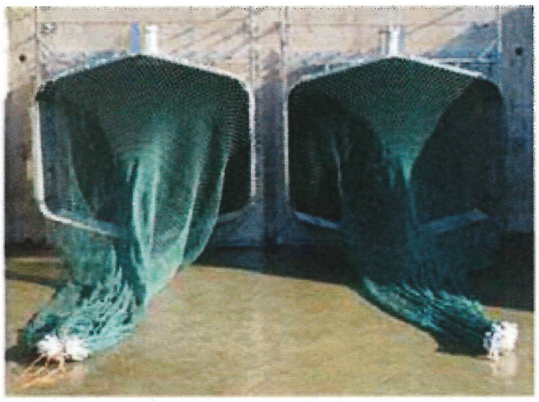


Table 5 below summarizes these commonly used full capture system devices, including cost information for each.

Conclusion and Recommended Next Steps

The above estimates and recommendations are based on the best available information at the time of this analysis. Estimates of costs for the City are best based on the number of catch basins in priority land use areas. Additional information, such as number of FCS already installed, problem trash areas, and additional in-field verification of FCS installation feasibility could help to further refine the estimates. Also, inviting some of the FCS vendors to visit select areas could help inform the decision making process. Finally, it is recommended that pilot studies with FCS devices be performed. Many communities in California have installed FCS devices during pilot study efforts to assess what devices may work best for their agency. The pilot studies include assessments of installation and maintenance efforts and a record of the material captured by the device. This type of information would help inform decisions about the installation of FCS devices, and whether they are feasible in the City of West Sacramento.

Table 5. A Few Alternative Full Capture Devices for Consideration

Type	Description	Operation	Example Provider(s)	Installation Cost ($)	O&M Cost ($/yr)	Notes
Gross Solid Removal Devices (GSRDs)	Linear, radial devices with 5mm screens installed end-of-pipe, in-line, or at pump stations.	As stormwater enters the device, solids are collected inside the screen while flow passes through.	Roscoe Moss - Storm Flo Screen	Varies by type and size, ~1,000+	Varies by type and size, ~1,000+	GSRDs can be configured in many different ways. The design depends on the outfall. GSRDs tend to be larger than CPS units and can handle larger storm events.
Hydrodynamic Separators	Devices installed in the storm drain system that utilize stormwater flows to separate and store trash.	Installed in-line or off-line and rely on water motion to separate and store trash.	Contech Engineered Solutions - Continuous Deflective Separator (CDS); Kristar -FloGard Dual Vortex HDS	Varies by type and size, ~4,000-300,000	Varies by type and size, ~4,000	Trash and debris are stored in the center of units, not on screens, so flooding due to blockage is limited. Units can have bypass weirs to allow high flows to pass through.
Netting Devices	Large nets installed within the storm drain system as in-line, floating, end-of-pipe, or channel units.	Net structures can be installed in a variety of manners including within channelized areas and rely on the force of the water flowing through the device to trap the trash.	Fresh Creek Technologies - Netting Trash Trap; Kristar - Nettech Gross Pollutant Trap	Varies by type and size, ~7,500-300,000	Varies by type and size, ~1,000-75,000	Contains break-away measures to ensure adequate flow. Need to be inspected regularly. Once net breaks away, the full net will need to be removed from the waterbody, and trash will be allowed to exit the pipe that no longer has a net attached.

References:

- Revelon Slough/ Beardley Wash (RSBW) Trash BMP Recommendation Report (2012, LWA)
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- Bay Area-wide Trash Capture Demonstration Project, Final Report, Appendix III (2013, SFEI)
- Gordon and Zamist, 2007. Municipal Best Management Practices for Controlling Trash and Debris in Stormwater and Urban Runoff. California Coastal Commission and Algalita Marine Research Foundation.
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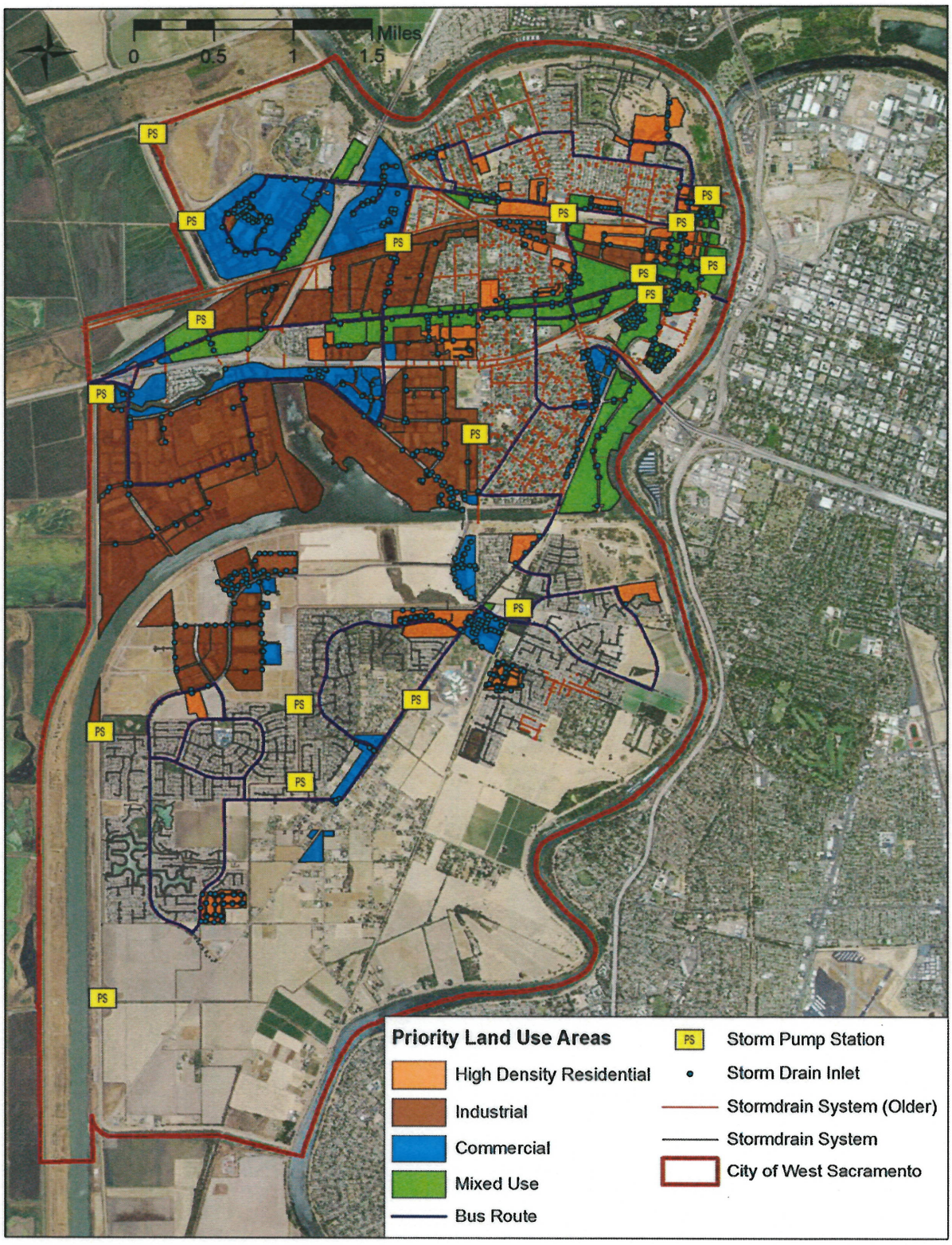
- Los Angeles RWQCB, 2007. Revised staff report: Trash TMDLs for the LA River Watershed. http://www.epa.gov/waters/tmdldocs/34863-RevisedStaffReport2v2.pdf
- SFB RWQCB, 2009/2011. Municipal Regional Stormwater Permit (MRP), Appendix I: http://www.cleanwaterprogram.org/uploads/R2-2009-0074_Revised.pdf
- City of San Jose, 2011. San Jose Litter and Trash Reduction Plan http://www.sanjoseca.gov/DocumentCenter/View/1292
- Baltimore City, 2011. Healthy Harbor Plan, Chapter 4. Trash Solutions http://www.healthyharborbaltimore.org/uploads/file/healthy-harbor-plan/04_Chapter_4_Trash.pdf
- City of Palo Alto, City Council Informational Report on Installation of Trash Capture Devices in the Municipal Storm Drain System as Part of Palo Alto's Short-Term Trash Reduction Plan (2012)
- http://www.epa.gov/waters/tmdldocs/34863-RevisedStaffReport2v2.pdf


0
0.5
1
1.5
Miles
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Priority Land Use Areas
High Density Residential
Industrial
Commercial
Mixed Use
Bus Route
Storm Pump Station
Storm Drain Inlet
Stormdrain System (Older)
Stormdrain System
City of West Sacramento

ATTACHMENT 2

CALIFORNIA Water Boards

Edmund G. Brown Jr. GOVERNOR

Matthew Rodriguez SECRETARY FOR ENVIRONMENTAL PROTECTION

State Water Resources Control Board

June 1, 2017

Certified Mail: 7015 1660 0000 1530 9291 WDID: 5S57M2000109

City of West Sacramento
Attn: Denix Anbiah or Environmental Coordinator
1110 West Capitol Avenue
West Sacramento, California 95691

WATER CODE SECTION 13383 ORDER TO SUBMIT METHOD TO COMPLY WITH STATEWIDE TRASH PROVISIONS; REQUIREMENTS FOR TRADITIONAL SMALL MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMITTEES

Dear Denix Anbiah:

On April 7, 2015, the State Water Resources Control Board (State Water Board) adopted statewide Trash Provisions[2056] to address the pervasive impacts trash has on the beneficial uses of our surface waters. Throughout the state, trash is typically generated on land and transported to surface water, predominantly through MS4 discharges. These discharges from Phase II MS4s are regulated through a statewide general permit (Phase II MS4 Permit) [2057] pursuant to section 402(p) of the Federal Clean Water Act.

The Trash Provisions establish a statewide water quality objective for trash and a prohibition of trash discharge, or deposition where it may be discharged, to surface waters of the State. For Phase II MS4 permittees that have regulatory authority over Priority Land Uses,*[2058] the Trash Provisions require implementation of the prohibition through requirements incorporated into the Phase II MS4 Permit and/or through monitoring and reporting orders, by June 2, 2017. The State Water Board does not anticipate amending the existing Phase II MS4 Permit within the time frame specified by the Trash Provisions. Therefore, the initial steps in planning for the implementation of the Trash Provisions are required through this Order in accordance with Water Code section 13383, as specified in the Trash Provisions,[2059] and as further authorized by Clean Water Act section 308(a) and 40 Code of Federal Regulations part 122.41(h). The implementation plans submitted in response to this Order are subject to approval by the State Water Board and appropriate Regional Water Quality Control Board (Regional Water Board).

[2056] Amendment to the Water Quality Control Plan for Ocean Waters of California to Control Trash (Ocean Plan) and Part 1 Trash Provisions of the Water Quality Control Plan for Inland Surface Waters, Enclosed Bays, And Estuaries Of California (ISWEBE Plan) to be adopted by the State Water Board. Documents may be downloaded from our website at http://www.waterboards.ca.gov/water_issues/programs/trash_control/documentation.shtml .

[2057] National Pollutant Discharge Elimination System (NPDES) General Permit for Waste Discharge Requirements for Storm Water Discharges from Small Municipal Separate Storm Sewer Systems (MS4s), Order No. 2013-0001-DWQ, NPDES No. CAS000004.

[2058] All terms marked with an asterisk '*' are defined in Enclosure, *Trash Provisions Glossary*.

[2059] Chapter IV.A.5.a.(1)B of the ISWEBE Plan and Chapter III.L.4.a.(1)B of the Ocean Plan.

This Order is issued to implement federal law. The water quality objective established by the Trash Provisions serves as a water quality standard federally mandated under Clean Water Act section 303(c) and the federal regulations. (33 U.S.C. § 1312, 40 C.F.R. § 131.) This water quality standard was specifically approved by U.S. EPA following adoption by the State Water Board and approval by the Office of Administrative Law. This Order requests information necessary for municipal permittees to plan for implementation of actions to achieve the water quality standard for trash. Further, the water quality standard expected to be achieved pursuant to the Trash Provisions may allow each water body impaired by trash and already on the Clean Water Act section 303(d) list to be removed from the list, or each water body subsequently determined to be impaired by trash to not be placed on the list, obviating the need for the development of a total maximum daily load (TMDL) for trash for each of those water bodies. (33 U.S.C. § 1313(d); 40 C.F.R. § 130.7.) In those cases, the specific actions that will be proposed by the municipal permittees in response to this Order substitute for some or all of the actions that would otherwise be required consistent with waste load allocations in a trash TMDL. (40 C.F.R. § 122.44, subd. (d)(1)(vii)(B).) This Order nevertheless allows municipal permittees to select specific proposed actions to meet the federal requirements.

Non-municipal MS4 permittees, referred to as non-traditional MS4 permittees, are not subject to this Order. Non-traditional MS4 permittees generally do not have significant areas of Priority Land Uses under their authority. Therefore, this Order is not being issued to non-traditional MS4 permittees. Non-traditional MS4 permittees that generate substantial amounts of trash[2060] may be issued a separate Water Code section 13383 Order with requirements for Priority Land Uses and/or any additional specific land uses within their jurisdiction.

The Trash Provision requires Phase II MS4 permittees with regulatory authority over Priority Land Uses to select a method of compliance with the trash prohibition. Through this Order, the State Water Board requires Phase II traditional MS4 permittees to determine and report their selection of either the following Track 1 or Track 2 compliance methods:[2061]

1. **Track 1:** Install, operate, and maintain Full Capture Systems* for the storm drain network that capture runoff from the Priority Land Uses in their jurisdiction.

   Phase II MS4 permittees that select the Track 1 compliance method may discover that there are locations within their storm drain network where full capture systems cannot be implemented, or are better implemented within another land use area. The Trash Provisions allow a Phase II MS4 permittee with regulatory authority over Priority Land Uses to request, from the appropriate Regional Water Board Executive Officer, to substitute one or more Priority Land Uses with equivalent alternate land uses*[2062] within the MS4 permittee's jurisdiction.

2. **Track 2:** Install, operate, and maintain any combination of Full Capture Systems, Multi-Benefit Projects,* other Treatment Controls,* and/or Institutional Controls* within either the jurisdiction of the MS4 permittee or the jurisdiction of the MS4 permittee and contiguous MS4 permittees. The MS4 permittee may determine the locations or land uses within its jurisdiction to implement any combination of controls. Permittees choosing Track 2 must

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[2060] Chapter IV.A.3.d of ISWEBE Plan or Chapter III.L.2.d of the Ocean Plan.

[2061] Chapter IV.A.3.a. of the ISWEBE Plan and Chapter III.L.2.a. of the Ocean Plan.

[2062] See definition of Priority Land Uses in enclosed *Trash Provisions Glossary.*

demonstrate that the approach[2063] will achieve Full Capture System Equivalency.

To ensure the compliance method selection is completed accurately, the State Water Board, through this Order, requires the traditional Phase II MS4 permittees to complete and submit the following:

1. **Jurisdictional Maps.** Traditional Phase II MS4 permittees must develop jurisdictional maps identifying Priority Land Use areas, the corresponding storm drain network and associated drainage areas, and proposed locations for certified Full Capture System installations.

   Permittees selecting the Track 1 compliance method and are proposing alternative land uses shall identify the alternative land uses on the jurisdictional map and the corresponding priority land uses being substituted.

   Permittees selecting the Track 2 compliance method may determine the locations or land uses within their jurisdictions to implement any combination of controls that achieve Full Capture System Equivalency. Therefore, the permittee shall also identify on the jurisdictional maps the selected locations or land uses where a combination of controls, which are identified in Track 2 above, will be implemented to achieve Full Capture System Equivalency.

   The State Water Board recognizes that field surveys may be necessary to ensure the accuracy of jurisdictional map development. Therefore, this Order requires Phase II MS4 permittees to provide preliminary jurisdictional maps within three months from the date of this Order, and final jurisdictional maps within eighteen months from the date of this Order.

   These jurisdictional maps will assist review of the compliance method selection by the State Water Board and Regional Water Boards and also support development of appropriate permit requirements in a future Phase II MS4 permit reissuance.

2. **Trash Assessments.** Traditional Phase II MS4 permittees that elect the Track 2 compliance method must conduct and submit trash assessments to identify existing levels of trash generation.

   Through this Order, the State Water Board directs Traditional Phase II MS4 permittees selecting Track 2, at a minimum, to conduct a trash assessment of the Priority Land Use areas, even if they subsequently select other locations or land uses within their jurisdiction to implement any combination of controls that meet Full Capture System Equivalency. If proposing to select locations or land uses other than Priority Land Uses, the permittee must also assess trash levels at those locations or land uses and provide a justification demonstrating that the selected locations or land uses generate trash at rates that are equivalent to or greater than the Priority Land Uses. State or Regional Water Board approval may be based on the proposed trash assessments and corresponding justification.[2064]

[2063] The MS4 permittee may determine which controls to implement to achieve compliance with the Full Capture System Equivalency. It is, however, the State Water Board's expectation that the MS4 permittee will elect to install Full Capture Systems where such installation is not cost-prohibitive. (Chapter IV.A.3.a.(2) of the ISWEBE Plan and Chapter III.L.2.a.(2) of the Ocean Plan).

[2064] In accordance with Permitting Authority's discretional authority under Chapter IV.A.3.d. of the ISWEBE Plan or Chapter III.L.2.d. of the Ocean Plan.

The Trash Provisions provide two example trash assessment approaches for permittees to demonstrate Full Capture System Equivalency when a permittee selects the Track 2 compliance method. Phase II MS4 permittees may use alternative methods to demonstrate Full Capture System Equivalency. One alternative method currently implemented in the San Francisco Bay region is the Visual Trash Assessment Approach, an accepted assessment approach based on on-land visual trash assessments.[2065] A description of the Visual Trash Assessment Approach[2066] is enclosed in this Order and may be used by Phase II MS4 permittees to meet the requirement for a baseline assessment.

Information resulting from the trash assessments is necessary to develop appropriate requirements and provisions in the future Phase II MS4 Permit reissuance, including:
(1) Establishing a baseline for compliance tracking and determinations,
(2) Establishing interim milestones to demonstrate progress towards 100 percent compliance with the Trash Provisions within 10 years of the effective date of the implementing permit,[2067]
(3) Evaluating the permittees' planned implementation of Full Capture System Equivalency, and in
(4) Approving the implementation plan.

Permittees that select the Track 1 compliance method through implementation of certified Full Capture Systems in all storm drains that capture runoff from all Priority Land Use areas are not required to conduct trash assessments. Through the Track 1 compliance method, the State Water Board provides a streamlined compliance pathway with annual progress reporting of Full Capture System installation.

3. **Implementation Plan.** The implementation plan required by this Order in clause 3 below is subject to approval by the State Water Board Executive Director and/or the corresponding Regional Water Board Executive Officer.[2068] A request for an equivalent alternative land use identified on the jurisdictional map, section 1 above, must be submitted within the implementation plan and approved by the Regional Water Board Executive Officer prior to installation and implementation of certified Full Capture Systems or Full Capture System Equivalency trash controls.

[2065] The State Water Board-funded an evaluation (through Proposition 84 grant funds) of the on-land visual trash assessment method as part of the Tracking California's Trash project conducted by the Bay Area Stormwater Management Agencies Association (BASMAA). The evaluation concluded that if visual assessments were conducted consistent with the protocol, the method could reliably establish baseline trash levels and detect progress in reducing trash in MS4 discharges over time.

[2066] See Enclosure, *Recommended Trash Assessment Minimum Level of Effort.*

[2067] Chapter IV.A.5.a.(2) and (3) of ISWEBE Plan or Chapter III.L.4.a.(2) and (3) of the Ocean Plan.

[2068] Chapter IV.A.5.a.(1)B of the ISWEBE Plan or Chapter III.L.4.a.(1)B of the Ocean Plan

Pursuant to Water Code section 13383, **IT IS HEREBY ORDERED THAT,** as a Permittee of the statewide Phase II MS4 permit, you shall:

1. By **September 1, 2017,** submit electronically via SMARTS:[2069]
   a. A letter to State Water Board identifying the permittee's selected compliance option, (Track 1 or Track 2) as defined in this Order; and

   b. A preliminary jurisdictional map(s) identifying the following:

      i. Priority Land Use areas discharging to the storm drain network ; and
      ii. The corresponding storm drain network that receives discharges from Priority Land Use areas.

2. Permittees Selecting Track 1: By **December 1, 2018**, submit electronically via SMARTS, an updated jurisdictional map(s) identifying the following:

   i. All Priority Land Use areas discharging to the storm drain network;
   ii. The corresponding storm drain network;
   iii. Proposed locations of all certified Full Capture Systems[2070] and,
   iv. Proposed equivalent alternative land uses, documentation demonstrating that the substitution of equivalent alternative land uses has been approved by the appropriate Regional Water Board Executive Officer, and corresponding storm drainage network, if applicable.

3. Permittees Selecting Track 2: By **December 1, 2018,** submit electronically via SMARTS, the following:

   i. An updated jurisdictional map(s) identifying the following:
      a) All Priority Land Use areas and selected locations and land uses, other than the Priority Land Uses area, discharging to the storm drain network;
      b) The corresponding storm drain network; and
      c) Proposed locations of all certified Full Capture Systems and where any combination of controls will be implemented that will achieve Full Capture System Equivalency;
      d) Trash levels, using the methodology described in the attached recommended Visual Trash Assessment Approach or other equivalent trash assessment methodology, for all Priority Land Uses, and for other selected locations or land uses within the MS4s jurisdiction if proposing to implement any combination of controls in locations other than Priority Land Uses; **and**

[2069] SMARTS stands for Storm Water Multiple Application and Report Tracking System and is an online database for dischargers to electronically file their permit documents. It can be accessed at: https://smarts.waterboards.ca.gov/smarts/faces/SwSmartsLogin.xhtml

[2070] A list of Certified Full Capture Systems is located at: http://www.waterboards.ca.gov/water_issues/programs/stormwater/municipal.shtml

ii. An Implementation Plan that includes the following:

a) The rationale for how the selected combination of controls will achieve Full Capture System Equivalency;
b) The rationale for how Full Capture System Equivalency will be demonstrated;
c) If using a methodology other than the attached recommended Visual Trash Assessment Approach to determine trash levels, a description of the methodology used and rationale of how the alternative methodology is equivalent to the recommended Visual Trash Assessment Approach; and
d) If proposing to select locations or land uses other than Priority Land Uses, a rationale demonstrating that the alternative land uses generate trash at rates that are equivalent to or greater than the Priority Land Uses.

The Legally Responsible Person identified in SMARTS must sign and certify all submittals required by this Order, with the following certification:

> *"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."*

Failure to comply with this Order, or falsifying any information provided therein, may result in enforcement action including civil liabilities for late or inadequate reports consistent with Water Code section 13385.

Questions regarding this Order or any requests for assistance should be directed to Mr. Leo Cosentini of the Division of Water Quality at (916) 341-5524 or leo.cosentini@waterboards.ca.gov.

Sincerely,

Thomas Howard
Executive Director

Enclosures (3): Trash Policy Implementation Procedure Flowchart
Trash Provisions Glossary
Recommended Trash Assessment Minimum Level of Effort

cc: [see next page]

cc: [via email]

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John Robertson
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Jose Angel
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David Gibson
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Trash Policy Implementation For Traditional Phase II MS4 Permittees

Within First 3 Months
June 2017-Sept 2017

Prepare Preliminary Jurisdictional Map(s) showing the following:
- Priority Land Uses[1]
- Corresponding Storm Drain Network

Submit Via SMARTS
- Selected compliance method
- Preliminary Jurisdictional Map(s)

Within Next 15 Months
September 2017- December 2018

Update Jurisdictional Map(s) showing the following:
- Priority Land Uses[1]
- Corresponding Storm Drain Network
- Proposed Full Capture Systems installations and associated drainage areas

Are you Installing Full Capture Systems in all storm drains that capture storm water discharges from Priority Land Uses?[1]

YES

Track 1
Submit Via SMARTS[5]
- Updated Jurisdictional Map

NO

Track 2
Update Jurisdictional Map(s) showing the following:
- Priority Land Uses,[1,2] and selected Locations, and other Land Uses,
- Proposed Combination of Controls,[3] locations, and associated drainage area that achieve Full Capture Equivalency,[4]
- Corresponding Storm Drain Network,

AND

Prepare Rationale for the Selection of:
- Locations and Other Land Uses[2] where a Combination of Controls[3] will be implemented
- Combination of Controls designed to achieve Full Capture System Equivalency[4]

Conduct Trash Assessment of the following:
- Priority Land Uses,[1,2] and
- Selected Locations and Other Land Uses

AND

Prepare Rationale for:
- How Trash Generation Rates and Full Capture System Equivalency will be demonstrated (only required if recommended on-land visual trash assessment not used)

Add to Jurisdictional Map(s)
- Trash Generation Rates based on trash assessment

Track 2
Submit Implementation Plan* Via SMARTS which contains the following:
- All Map(s) and
- All Rationale for Selections

***Subject to RB Approval**

[1] "Priority Land Uses" are generally defined as high density residential (10 developed dwelling units/acre), industrial, commercial, mixed urban, and public transportation stations. See Glossary of the Trash Amendments for a complete definition.

[2] As Permitting Authority, State Board exercises its authority (Trash Amendments) to require that permittees choosing Track 2 at a minimum assess the Priority Land Uses areas, even if they subsequently select other Locations or Land Uses within their jurisdiction to implement any Combination of Controls that meet Full Capture Equivalency (Trash Amendments).

[3] A "Combination of Controls" is any combination of Full Capture Systems, Multi-Benefit Projects, other treatment controls, and/or institutional controls that achieve Full Capture System Equivalency at applicable storm drains.

[4] "Full Capture System Equivalency" is the Trash Load that would be reduced if Full Capture Systems were installed, operated, and maintained for all inlets that capture runoff from the relevant areas.

[5] Permittees requesting to substitute "Equivalent Alternate Land Uses" for Priority Land Uses must obtain Regional Board approval prior to SMARTS submittal. The total trash generated from the Equivalent Alternate Land Uses must be equivalent to or greater than the Priority Land Uses for which substitution is requested.

This glossary is an excerpt of the Trash Provisions of the Water Quality Control Plan for Inland Surface Waters, Enclosed Bays, and Estuaries of California, and the California Ocean Plan.

Full Capture System: A treatment control*, or series of treatment controls, including but not limited to, a multi-benefit project* or a low-impact development control* that traps all particles that are 5 mm or greater, and has a design treatment capacity that is either:

a) of not less than the peak flow rate, Q, resulting from a one-year, one-hour, storm in the subdrainage area, or

b) appropriately sized to, and designed to carry at least the same flows as, the corresponding storm drain.

[Rational equation is used to compute the peak flow rate: Q = C x I x A, where Q = design flow rate (cubic feet per second, cfs); C = runoff coefficient (dimensionless); I = design rainfall intensity (inches per hour, as determined per the rainfall isohyetal map specific to each region, and A = subdrainage area (acres).]

Prior to installation, full capture systems* must be certified by the Executive Director, or designee, of the State Water Board. Uncertified full capture systems will not satisfy the requirements of these Trash Provisions*. To request certification, a permittee shall submit a certification request letter that includes all relevant supporting documentation to the State Water Board's Executive Director. The Executive Director, or designee, shall issue a written determination approving or denying the certification of the proposed full capture system or conditions of approval, including a schedule to review and reconsider the certification. Full capture systems certified by the Los Angeles Regional Water Board prior to the effective date of these Trash Provisions and full capture systems listed in Appendix I of the Bay Area-wide Trash Capture Demonstration Project, Final Project Report (May 8, 2014) will satisfy the requirements of these Trash Provisions, unless the Executive Director, or designee, of the State Water Board determines otherwise.

Full Capture System Equivalency: The trash* load that would be reduced if full capture systems were installed, operated, and maintained for all storm drains that capture runoff from the relevant areas of land (priority land uses*, significant trash generating areas*, facilities or sites regulated by NPDES permits for discharges of storm water* associated with industrial activity, or specific land uses or areas that generate substantial amounts of trash, as applicable). The full capture system equivalency* is a trash load reduction target that the permittee quantifies by using an approach, and technically acceptable and defensible assumptions and methods for applying the approach, subject to the approval of permitting authority*. Examples of such approaches include, but are not limited to, the following:

(1) Trash Capture Rate Approach. Directly measure or otherwise determine the amount of trash captured by full capture systems for representative samples of all similar types of

land uses, facilities, or areas within the relevant areas of land over time to identify specific trash capture rates. Apply each specific trash capture rate across all similar types of land uses, facilities, or areas to determine full capture system equivalency. Trash capture rates may be determined either through a pilot study or literature review. Full capture systems selected to evaluate trash capture rates may cover entire types of land uses, facilities, or areas, or a representative subset of types of land uses, facilities, or areas.

With this approach, full capture system equivalency is the sum of the products of each type of land use, facility, or area multiplied by trash capture rates for that type of land use, facility, or area.

(2) Reference Approach. Determine the amount of trash in a reference receiving water in a reference watershed where full capture systems have been installed for all storm drains that capture runoff from all relevant areas of land. The reference watershed must be comprised of similar types and extent of sources of trash and land uses (including priority land uses and all other land uses), facilities, or areas as the permittee's watershed. With this approach, full capture system equivalency would be demonstrated when the amount of trash in the receiving water is equivalent to the amount of trash in the reference receiving water.

Institutional Controls: Non-structural best management practices (i.e., no structures are involved) that may include, but not be limited to, street sweeping, sidewalk trash* bins, collection of the trash, anti-litter educational and outreach programs, producer take-back for packaging, and ordinances.

Low-Impact Development Controls: Treatment controls that employ natural and constructed features that reduce the rate of storm water runoff, filter out pollutants, facilitate storm water storage onsite, infiltrate storm water into the ground to replenish groundwater supplies, or improve the quality of receiving groundwater and surface water. (See Water Code § 10564.)

Multi-Benefit Project: a treatment control* project designed to achieve any of the benefits set forth in section 10562, subdivision (d) of the Water Code. Examples include projects designed to: infiltrate, recharge, or store storm water for beneficial reuse; develop or enhance habitat and open space through storm water and non-storm water management; and/or reduce storm water and non-storm water runoff volume.

Municipal Separate Storm Sewer System (MS4): Same meaning set forth in 40 Code of Federal Regulations section 122.26(b)(8).

Preproduction Plastic: Same meaning set forth in section 13367(a) of the Water Code.

Priority Land Uses: Those developed sites, facilities, or land uses (i.e., not simply

zoned land uses) within the MS4 permittee's jurisdiction from which discharges of trash* are regulated by these Trash Provisions* as follows:

(1) High-density residential: all land uses with at least ten (10) developed dwelling units/acre.
(2) Industrial: land uses where the primary activities on the developed parcels involve product manufacture, storage, or distribution (e.g., manufacturing businesses, warehouses, equipment storage lots, junkyards, wholesale businesses, distribution centers, or building material sales yards).
(3) Commercial: land uses where the primary activities on the developed parcels involve the sale or transfer of goods or services to consumers (e.g., business or professional buildings, shops, restaurants, theaters, vehicle repair shops, etc.)
(4) Mixed urban: land uses where high-density residential, industrial, and/or commercial land uses predominate collectively (i.e., are intermixed).
(5) Public transportation stations: facilities or sites where public transit agencies' vehicles load or unload passengers or goods (e.g., bus stations and stops).

Equivalent alternate land uses: An MS4 permittee with regulatory authority over priority land uses may issue a request to the applicable permitting authority* that the MS4 permittee be allowed to substitute one or more land uses identified above with alternate land uses within the MS4 permittee's jurisdiction that generates rates of trash that is equivalent to or greater than the priority land use(s) being substituted. The land use area requested to substitute for a priority land use need not be an acre-for-acre substitution but may involve one or more priority land uses, or a fraction of a priority land use, or both, provided the total trash generated in the equivalent alternative land use is equivalent to or greater than the total trash generated from the priority land use(s) for which substitution is requested. Comparative trash generation rates shall be established through the reporting of quantification measures such as street sweeping and catch basin cleanup records; mapping; visual trash presence surveys, such as the "Keep America Beautiful Visible Litter Survey"; or other information as required by the permitting authority.

Permitting Authority: The State Water Board or Regional Water Board, whichever issues the permit.

Significant Trash Generating Areas: All locations or facilities within the Department's jurisdiction where trash* accumulates in substantial amounts, such as:

(1) Highway on- and off-ramps in high density residential, commercial, and industrial land uses (as such land uses are defined under priority land uses* herein).
(2) Rest areas and park-and-rides.
(3) State highways in commercial and industrial land uses (as such land uses are defined under priority land uses herein).
(4) Mainline highway segments to be identified by the Department through pilot studies and/or surveys.

* Defined within this document.

Storm Water: Same meaning set forth in 40 Code of Federal Regulations section 122.26(b)(13) (Nov. 16, 1990).

Treatment Controls: Structural best management practices to either (a) remove pollutants and/or solids from storm water* runoff, wastewater, or effluent, or (b) capture, infiltrate or reuse storm water runoff, wastewater, or effluent treatment controls* include full capture systems* and low impact development controls*.

Trash: All improperly discarded solid material from any production, manufacturing, or processing operation including, but not limited to, products, product packaging, or containers constructed of plastic, steel, aluminum, glass, paper, or other synthetic or natural materials.

Trash Provisions: The water quality objective for trash*, as well as the prohibition of discharge and implementation requirements set forth in Implementation of Water Quality Objectives of the Water Quality Control Plan for Inland Surface Waters, Enclosed Bays, and Estuaries of California Plan.

* Defined within this document.

Water Boards

STATE WATER RESOURCES CONTROL BOARD
REGIONAL WATER QUALITY CONTROL BOARDS

Recommended Trash Assessment Minimum Level of Effort for Establishing Baseline Trash Generation Levels

The following trash assessment minimum level of effort (TAMLE) is recommended by the State Water Resources Control Board (State Water Board) for establishing baseline trash generation levels in Priority Land Uses and/or other land uses and locations. The TAMLE is based on the findings of a recent Proposition 84 study (Tracking California's Trash) completed in 2016 that was funded by the State Water Board. The recommended TAMLE utilizes Tracking California's Trash On-land Visual Trash Assessment protocols to establish qualitative estimates of the amount of trash generated on street segments, sidewalks and adjacent land areas, and transported into the MS4. The complete protocol can be found here:

http://basmaa.org/Announcements/tracking-cas-trash-on-land-visual-assessments

The protocol has been extensively and successfully used by San Francisco Bay Area Phase I municipalities to establish baseline trash generation maps that serve as the starting point for demonstrating trash reductions into the MS4. Trash generation categories (A-Low, B-Moderate, C-High, and D-Very High) based on the levels of trash observed during assessments are assigned to adjacent land areas (e.g., priority land use areas), which are then illustrated on baseline trash generation maps. Each trash generation category has a corresponding trash generation rate that was established during the Bay Area Trash Generation Rate Study (BASMAA 2014) and confirmed during the recent Tracking California's Trash project (BASMAA 2016).

Establishing Baseline Trash Generation Maps

Consistent with the 13383 Order, Phase II MS4 permittees (Permittees) are directed to submit maps illustrating priority land uses and/or other land uses and locations that drain into their MS4. Connections from within priority land use private property must also be identified. These areas serve as the locations where trash reductions are mandated by the Trash Amendments. Additionally, Permittees selecting Track 2 are also directed to identify baseline trash generation levels for each priority land use and/or other selected land uses and locations.

Equipment and Methods

The TAMLE methodology is relatively simple and inexpensive to use, but provides a level of precision needed to accurately depict baseline trash generation. The protocol requires a minimum of two field crew members, both for objectivity and safety, each trained in the use of the TAMLE protocol. Very limited equipment is needed (i.e., clipboard, pencils/pens, digital camera preferably with GPS capabilities, and field forms and maps). Bright clothing or safety vests are also recommended for field crew members.

MS4 permittees employ the following steps to establish baseline trash generation levels via TAMLEs:

1. Assemble equipment needed to conduct the assessment including the field form delineating the assessment area and review trash assessment category definitions presented in the protocol.[1]

2. Once at the Priority Land Use area and other selected land use or locations to be assessed (hereinafter referred to as Assessment Area), safely walk at a normal pace on the sidewalk adjacent to the Assessment Area observing the levels of trash present on the street, sidewalk, and adjacent land areas that could be transported to the MS4. In areas where no sidewalk is present, assessments may be conducted by slowly driving adjacent to the Assessment Area and observing trash on the street and sidewalk.[2]

3. Collectively agree on the appropriate trash generation category to assign the Assessment Area and document the category observed on field data sheets and/or maps. Crew members should take at least one photograph per Assessment Area to document that the site was visited and to document the level of trash present.

4. Assessment results should be transferred to trash generation maps to illustrate baseline trash generation levels in the Assessment Areas. Color-coding maps based on the trash levels observed (Green=Low, Yellow=Moderate, Red=High, and Purple=Very High) during TAMLEs.

Frequency and Timing of Assessments

To accurately establish baseline trash generation levels for the Assessment Area, a minimum of two TAMLEs should be conducted on streets and sidewalks associated with each Assessment Area (BASMAA 2016). To the extent possible, assessments should be conducted during both the dry (April-September) and wet (October- March) seasons. So that baseline trash generation levels are not under-predicted, assessments should be conducted at timeframes when the greatest level of trash has accumulated on streets and sidewalks (e.g. directly before street-sweeping events). Additionally, in order to reduce the influence of recent rainfall-runoff events that may have washed street trash into storm drains, TAMLEs should only be conducted if less than 0.5 inches of rainfall has occurred in a 24 hour period, 48 hours prior to the assessment.

Estimated Resources Needed to Establish Baseline Generation Levels via TAMLEs

The extent of the Assessment Areas within each MS4 permittee's jurisdiction will govern the level of effort needed to establish the baseline trash generation levels using TAMLEs. The more Assessment Areas within a city/county, the more time and resources will be needed to conduct assessments and map the results. The following examples are based on the experience of MS4s in the San Francisco Bay Area and are given to provide rough estimates of the time that an MS4 permittee (small or moderate sized city) would need to expend to establish baseline trash generation levels in Assessment Areas using the TAMLE approach.

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[1] Trash generation rates are: Low (0 – 5 gallons/acre/year); Moderate (5-10 gallons/acre/year); High (10-15 gallons/acre/year); and Very High (50-150 gallons/acre/year).

[2] This technique should only be used when automobiles are not parked on the street, which can obstruct the view of trash.

Task	Example #1 *Small-Sized Town/City (Pop = 12,500)*	Example #2 *Moderate-Sized City (Pop = 50,000)*
Assumptions		
PLU Area (acres)	*150*	*1500*
Assessment Length per PLU Area (feet per acre)	*75*	*75*
Hrs for two staff to conduct 1,000 ft assessment (including travel time)	*0.5*	*0.5*
Frequency of Assessment in each PLU Area	*2*	*2*
Tasks	**Staff Hours**	**Staff Hours**
Preparation for Assessments	5	20
Conducting OVTAs (Two Staff Members)	11	113
Data Compilation/Management	3	20
Mapping Assessment Results	24	40
Total Estimated Staff Hours	**43**	**193**

Citations

Bay Area Stormwater Management Agencies Association (BASMAA). 2014. *San Francisco Bay Area Stormwater Trash Generation Rates*. Prepared by EOA, Inc. May.

Bay Area Stormwater Management Agencies Association (BASMAA). 2016. Evaluation of the On-land Visual Assessment Protocol as a Method to Establish Baseline Levels of Trash and Detect Improvements in Stormwater Quality. Tracking California's Trash Project. State Water Resources Control Board Grant Agreement No. 12-420-550. Prepared by EOA, Inc. December.

CITY OF WEST SACRAMENTO **AGENDA REPORT**

MEETING DATE: August 16, 2017 **ITEM #** 9

SUBJECT:
CONSIDERATION AND AWARD OF CONTRACT FOR THE WATER TREATMENT PLANT LAB BUILDING REROOF TO D7 ROOFING SERVICES, INC.

INITIATED OR REQUESTED BY:

[ ] Council [X] Staff

[ ] Other

REPORT COORDINATED OR PREPARED BY:
Jeramy Chapdelaine, Project Manager II

Denix Anbiah, Director of Public Works

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

OBJECTIVE
The objective of this report is to award the contract for the Water Treatment Plant Lab Building. Reroof project to D7 Roofing Services, Inc.

RECOMMENDED ACTION
It is respectfully recommended that the City Council:

1. Find that the Water Treatment Plant Lab Building. Reroof project is exempt from CEQA analysis under the Class 1 Categorical Exemption, under California Code of Regulations, Title 14, Division 6, Chapter 3, Section 15301 and find that the Class 1 Categorical Exemption determination represents the independent judgment of the City; and
2. Award a contract to D7 Roofing Services, Inc. for the Water Treatment Plant Lab Building Reroof project in the amount of $49,627.00.
3. Grant the City Manager, or his designee, authority to issue contract change orders up to 5% of the contracted work amount ($52,108) and to issue monthly progress payments to the contractor.
4. Approve an additional appropriation of $19,702 from the unrestricted fund balance in the General Facilities Fees Fund toward the construction of this project.

The recommended actions will award the construction contract to the lowest responsive, responsible bidder.

BACKGROUND
Due to normal facility wear and tear the existing (1987) roof has far exceeded its life cycle. The Water Treatment Plant Lab Building Reroof project was requested and approved in the FY2013/14 Capital Improvement Budget. Due to limited staff resources there was a delay in getting the project out to bid and completed.

ANALYSIS
Staff prepared the specifications and publicly advertised the Water Treatment Plant Lab Building Reroof project documents with the Contractors' exchange, the City website, and the local newspaper, the News Ledger, between June 5, 2017 and July 7, 2017. The invitation to bid was also sent to the local Chamber of Commerce on June 5, 2017. Staff accepted questions until June 29, 2017. One (1) sealed bid was received and opened July 7, 2017 and D7 Roofing Services, Inc. was the apparent low bidder. The following table represents the bids received.

Firm	*Bid*
D7 Roofing Services, Inc.	$49,627.00

The low bid of $49,627 came in over the engineer's estimate of $31,000 due to much higher construction labor and material prices compared to the estimate obtained in 2013. The project scope also increased, all gutters and downspouts also need to be replaced due to the additional deferred maintenance. While higher than anticipated, the low bid is a good and reasonable bid from a reputable company.

After examining the Contractor's licenses, work experience, qualifications and proposal submitted in the complete bid, staff has determined that D7 Roofing Services, Inc. is the lowest-cost, responsive, responsible bidder. Staff has checked to ensure that D7 Roofing Services, Inc. contractor's license is in good standing. On these bases, staff recommends awarding the construction contract to this firm. With approval to award, Staff would issue the notice to proceed to the contractor to start construction activities September 18, 2017.

Environmental Determination
The California Environmental Quality Act Title 14, Chapter 3, Article 19 is the section that defines what projects or categories are allowed to be considered Categorically Exempt. Section 15301 Class 1 allows public entitles to perform operations such as repair, maintenance, or minor alteration of existing public structures, facilities, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. Water Treatment Plant Lab Building Reroof project falls within the following Class 1 Categorical Exemption:

(d) Restoration or rehabilitation of deteriorated or damaged structures, facilities, or mechanical equipment to meet current standards of public health and safety, unless it is determined that the damage was substantial and resulted from an environmental hazard such as earthquake, landslide, or flood.

Commission Recommendation
N/A

Strategic Plan Integration
Rehabilitation of this City facility is consistent with Goal 2 of providing "*Quality City Services,*" of Council's current Strategic Plan.

Alternatives
City Council may decide to:
1. Approve the recommendations described in this report.
2. Reject the proposed actions or direct staff to alter the project. Changes or redesign at this stage will likely increase costs and delay construction.
3. Defer or cancel the project.

Alternative 1 is staff recommendation. Other recommendations may delay the project, and/or increase costs.

Coordination and Review
The Community Development Department, Public Works Department and the Finance Department have been coordinating on the permitting, budgeting, design, and review of the environmental documents for the project.

Budget/Cost Impact
Work order 34000 was created in Fiscal Year 2014 with a total budget of $38,000. The total projected costs, including staff support costs incurred to date is $57,702. There is an additional request of $19,702 from the General Facilities Fees Fund unrestricted balance for the completion of this project. A summary of the total project cost is illustrated below.

Costs:	
Spent to date (Engineering, Plans & Specs, advertisement)	$2,989
Construction Costs	$49,627
Permits, inspections and project management	$2,481
Contingency	$2,605
Total	**$57,702**

ATTACHMENT(S)
1. Contract
2. NOE

CONSTRUCTION CONTRACT

THIS CONTRACT made on August 16, 2017 by and between the City of West Sacramento ("City"), and D7 Roofing Services, Inc., hereinafter "Contractor". The City and Contractor may be collectively referred to as the "parties".

The parties have mutually covenanted and agreed as follows:

1. THE CONTRACT DOCUMENTS:

The complete Contract consists of the following documents ("Contract Documents"):

Invitation to Bid
Designation of Subcontractors
Construction Contract
Payment Bond to Accompany Contract
Performance Bond to Accompany Contract
General Conditions
Supplementary and Special Conditions (if any)
Specifications
Change Orders
City of West Sacramento Standard Specifications
Contractor's Certification Regarding Workers' Compensation

2. THE WORK:

The Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete in a good and workmanlike manner, the D7 Roofing Services, Inc. "Project" as called for, and in the manner designated in, and in strict conformity with, the Contract Documents. It is understood and agreed that the tools, equipment, apparatus, facilities, labor, transportation, and material shall be furnished and the work performed and completed as required in the Drawings and Specifications under the sole direction and control of the Contractor, and subject to inspection and approval of the City, or its representatives. The City hereby designates as its representative for the purpose of this Contract the following named person: Jeramy Chapdelaine.

3. CONTRACT PRICE:

The City agrees to pay and the Contractor agrees to accept, in full payment for the work above agreed to be done, the sum of Forty-Nine Thousand, Six Hundred Twenty-Seven Dollars ($49,627.00.) for the Project subject to additions and deductions as provided in the Contract Documents.

4. COMPLETION DATE:

The Project shall be commenced on the date specified in the Notice to Proceed. The total project will be completed within Forty-five (10) working days, as defined in the General Conditions, after the date stated in the Notice to Proceed.

5. NOTICE AND SERVICE THEREOF:

Any notice from one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in the following manner, namely:

(a) If the notice is given to the City, by personal delivery thereof to the Director of Public Works, or by depositing the same in the United States mail, enclosed in a sealed envelope, postage prepaid, and certified; addressed to the City at:

City of West Sacramento
Denix Anbiah, Director of Public Works
1110 West Capitol Avenue, 1st Floor
West Sacramento, CA 95691

(b) If the notice is given to the Contractor, by personal delivery thereof to said Contractor or to its duly authorized representative at the site of the project, or by depositing the same in the United States mail, enclosed in a sealed envelope, postage prepaid, and certified; addressed to the Contractor at:

D7 Roofing Services, Inc.
Attention: Mark Wilson
205 23rd St.
Sacramento, CA 95816

(c) If the notice is given to the surety or any other person, by personal delivery to such surety or other person, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to such surety or other person, as the case may be, at the address of such surety or person last communicated by it to the party giving the notice, postage prepaid and certified.

6. **LIQUIDATED DAMAGES:**

Liquidated damages as provided for in the General Conditions of the Contract shall be in the sum of One Thousand Dollars ($1,000.00) for each and every day as defined therein for each different scope of work as defined by the Base Bid and each change order except as otherwise specified in the General Conditions.

7. **PREVAILING WAGE:**

Copies of the prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations in accordance with Labor Code section 1773 are on file at the City, and copies are available for inspection at that office to any interested party on request. Bidders shall be responsible for verifying with the Director of the Department of Industrial Relations that all such copies of the prevailing rate provided by the City are current and accurate. The requirement to pay the wage rate so specified is further detailed in the General Conditions.

8. **CONTRACTOR REGISTRATION**

By the execution of this Contract, Contractor hereby certifies that it is registered with the California Department of Industrial Relations as required pursuant to Labor Code section 1725.5 (contractor registration).

IN WITNESS WHEREOF, four (4) identical counterparts of this Contract, each of which shall for all purposes be deemed an original, have been duly executed by the above-named parties, on the date noted on the first page of this Contract.

Date

Contractor

Date

Christopher L. Cabaldon, Mayor
City of West Sacramento

Approved as to form:

Jeffrey Mitchell, City Attorney

Attest:

Kryss Rankin, City Clerk

Print Form

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

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

Project Title: Water Treatment Plant Lab Bldg. Reroof

Project Applicant: City of West Sacramento

Project Location - Specific:
George Kristoff Water Treatment Plant-400 N. Harbor Blvd., West Sacramento, CA 95605

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

Description of Nature, Purpose and Beneficiaries of Project:
Due to normal facility wear and tear the existing (1987) roof has far exceeded its life cycle. This project includes, existing roof tear-off, dry rot repairs, any additional/required insulation, new underlayment, new flashings/vents, drip edge, gutters and downspouts, and installation of new fiberglass-based asphalt shingles.

Name of Public Agency Approving Project: City of West Sacramento

Name of Person or Agency Carrying Out Project: Jeramy Chapdelaine

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: Class 1, Section 15301(d)
- ☐ Statutory Exemptions. State code number: _____

Reasons why project is exempt:
The Water Treatment Plant Lab Bldg. Reroof project falls within Class 1 Categorical Exemptions (d) for repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion. All work will occur within the footprint of the original improvements.

Lead Agency
Contact Person: Jeramy Chapdelaine Area Code/Telephone/Extension: (916) 617-4766

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: _____ Date: 8/17/2017 Title: Project Manager II

☒ 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: _____

Item #10

DRAFT

REGULAR MEETING OF THE
CITY OF WEST SACRAMENTO CITY COUNCIL,
REDEVELOPMENT SUCCESSOR AGENCY, AND
WEST SACRAMENTO FINANCING AUTHORITY
July 26, 2017
Minutes

There was no closed session meeting. The regular meeting was called to order at 7:02 PM in the Council Chambers, 1110 West Capitol Avenue, West Sacramento, California. All members were present. Mayor Cabaldon presided.

The Pledge of Allegiance was led by Fire Chief John Heilmann.

Entry No. 1
Heard General Administration Functions as follows:

Heard presentations by the public on matters not on the agenda.

Entry No. 2
Heard General Administration Functions as follows:

Councilmember Sandeen reported that the West Sacramento Area Flood Control Agency approved the biennial Administration & Operations and the Capital Improvement budgets for 2017/18 and 2018/19; selected Reclamation District 537 Trustee Tom Ramos as Board Chair; selected Councilmember Sandeen as Vice-Chair; received a presentation and update on the Pioneer Bluff and Stone Lock district levee setback analysis; received a detailed progress report on the Southport Levee Improvement Project which indicated that work is proceeding Mondays through Saturdays with ten-hour days to catch up after the wet winter and spring weather and that utility relocation is also underway; discussed federal advocacy at length and a team is being set up across many agencies and a federal project work timeline is being scoped.

Councilmember Sandeen also reported that the Age-Friendly Advisory Committee finalized the Age-Friendly Action Plan which will be presented to the Council this evening. Councilmember Sandeen commended Deputy City Manager Robinson and colleagues for his work on the action plan; and expressed appreciation of the community for their engagement on the plan.

Councilmember Sandeen continued to report that the City/County 2x2 was attended by County Supervisors Villegas and Rexroad as well as City Councilmembers Orozco and Sandeen, City Manager Tuttle, and Assistant City Manager Berlin. They discussed homelessness and heard presentation by Karen Larsen, Director of Yolo County Health and Human Services Agency, on all of the services being provided to the homeless in West Sacramento and found that the primary service lacking here is permanent supportive housing.

Councilmember Sandeen concluded by reporting that along with Mayor Cabaldon and Councilmember Orozco, she attended the West Sacramento Fire Department's Youth Fire Academy Class 17-1 graduation; and commended Fire Chief Heilmann and the department for embracing this academy program.

Councilmember Orozco reported that the Sacramento Regional County Sanitation District Board received a presentation and update on the Echo Water Project which concluded that the program is on schedule and on budget.

Councilmember Orozco also reported that the City/County 2x2 discussed efforts to increase outreach in addressing homelessness in West Sacramento.

In addition, Councilmember Orozco reported that the Yolo County Children's Alliance was honored as a Nonprofit of the Year at the celebration of California Nonprofits Day at the state capitol in Sacramento; and was selected by Senator Pan as an exceptional nonprofit organization in the sixth district; and announced that the Yolo County Children's Alliance backpack drive and distribution will be held at the Family Resource Center on August 11 at 10:00 AM.

Councilmember Orozco continued to report that the Regional Water Authority was attended by Public Works Director Anbiah. The Board received a legislative update on Assembly Bill 1654 and State Bill 623. Assembly Bill 1654, a comprehensive alternative to the State's proposal to set enforceable statewide water use targets making water conservation a way of life and was passed by the Assembly, but is being significantly modified in the Senate. State Bill 623 would establish the Safe and Affordable Drinking Water Fund in the state treasury to assist communities and individual domestic well-users to address contaminants in drinking water. The Board

continued working on the Regional Water Authority strategic plan; and received an update on the status of the ongoing regulatory process that will affect the Sacramento San Joaquin Delta and upstream water supplies.

Lastly, Councilmember Orozco reported that she attended the "Coffee with a Cop" event this morning at McDonald's on Harbor Boulevard and was a greatly attended event. Commended the West Sacramento Police Department for these community efforts.

Councilmember Ledesma reported that the Yolo County Transportation District discussed proposed financing for natural gas facilities which require major infrastructure; discussed the District's participation with Sacramento Regional Transit's fare payment system; and the District's proposed countywide Capital Improvements Program which is an effort to have a plan that assesses and evaluates needs in light of available funding and how to approach the disparity of needs from all five agencies.

Mayor Cabaldon expressed concerns over a potential county tax that would over burden the poorer people in higher populated areas such as the City of West Sacramento; that the plan going forward needs to be in line with the existing 50-year blueprint principles and with transit-oriented development.

Mayor Pro Tem Johannessen reported that the Age-Friendly Advisory Committee finalized the Age-Friendly Action Plan which will be presented to the Council this evening.

In addition, Mayor Pro Tem Johannessen reported that the Yolo-Solano Air Quality Management District Board found that the Sacramento-Yolo-Placer region is considered to be a non-attainment region due to fires, drought, and other factors. This will require the development of a Particulate Matter 2.5 Rule as these emissions come from generators, dry cleaners, and other businesses and tend to be the precursors to health problems. The Board also discussed jurisdictions and air quality implications of cannabis cultivation.

Mayor Pro Tem Johannessen also reported that the Yolo County Housing Authority approved an emergency transfer plan for victims of domestic violence to be transferred to available housing units; and approved a collective bargaining agreement seeing a decrease in employee funding.

Lastly, Mayor Pro Tem Johannessen reported that the Executive Commission for the Homeless 10-Year Plan focused on some of the main goals of the 10-year Homeless Plan and for the stakeholders to review the metrics and accountability of those goals.

Mayor Cabaldon announced that the previous council-recommended ad hoc committee for a limited purpose and a limited term to develop funding policy for ballot measures has been established with Mayor Cabaldon and Councilmember Ledesma as committee members to develop framework and recommendations which will be presented to the City Council at a future date.

Mayor Cabaldon reported that the Sacramento Area Council of Governments (SACOG) requested the City to take a position on Assembly Bill 1069 regarding shifting the regulation of taxi cabs from cities to the Regional Transportation Agency (SACOG). The City of West Sacramento does not have existing regulation for taxi cabs, but falls under the regulations of the city and county of Sacramento and the airport system. With this governance, the taxi drivers and consumers in West Sacramento have no voice. SACOG and other Regional Transportation Agencies are strongly opposed to Assembly Bill 1069, however it may be in the City's best interest to have regional regulation. This may need to be addressed at a future council meeting.

Mayor Cabaldon continued to report on the Bloomberg Mayors Innovation Challenge for which he is engaging each of the City's commissions; contemplating convening a set of change-makers about potential innovation ideas in priority areas; and possibly proposing an innovation festival similar to the hackathon.

Entry No. 3
Minute Order 17-53: Appointed Christina Jourdan to the Arts, Culture & Historic Preservation Commission for the term ending December 31, 2018.

MOTION: Orozco. SECOND: Ledesma. AYES: Johannessen, Sandeen, Cabaldon.

Entry No. 4
Minute Order 17-54: Acted on the Consent Agenda as follows:

Adopted **Resolution 17-32** authorizing the collection of special tax to pay for certain Community Facilities District services on the secured tax roll in the same manner as the ordinary *ad valorem* property taxes in order to pay for certain maintenance services; and recognized that the collection of this special tax is for Community Facilities Districts previously established and authorized by the City Council including District A (Gateway), B (Newport Estates), C (Bridgeway Island), D (Southport Industrial Park), E (The Classics), F (Pheasant Hollow), G (Gateway Unit IV), H (Bridgeway Lakes), I (River Ranch), J (Parella), M (The Rivers), N (Parlin), O (Linden South), P (Ironworks), and R (Bridge District).

Adopted **Resolution 17-30** authorizing the collection of a special tax and to place these assessments on the secured tax roll to be collected in the same manner as the ordinary *ad valorem* property taxes for existing Community Facilities Districts for authorized capital facility construction purposes; and recognized that the collection of taxes will be used to pay outstanding bond debt and other purposes previously authorized by the City including Community Facilities Districts 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 23, 24, 26, and 27.

Received and filed the Treasurer's Quarterly Financial Report on the City's investment portfolio for the period ending June 30, 2017.

Received staff's summary and results concerning the Hotel Inspection Program.

Received staff's information regarding the Lights Camera Action: Crime Prevention Through Environmental Design community guide which is intended to present a user-friendly introduction to CPTED principles and how they may be applied to existing neighborhoods and businesses through the use of comprehensive but simple evaluations and checklists.

Adopted **Resolution 17-56** accepting public improvements constructed for Final Map 5079 "Bridge District Phase 2 Homes" located in the Bridge District.

Approved the granting of a levee and flowage easement to the Sacramento and San Joaquin Drainage District; and approved Resolution 17-53 delegating authority to the City Manager to grant a levee and slope control easements to the Sacramento and San Joaquin Drainage District (APN 014-700-003).

Found that the previously approved Bryte Park Master Plan Improvements Mitigated Negative Declaration is the appropriate level of environmental review for the Bryte Park Shade Structure project in compliance with the California Environmental Quality Act, that none of the conditions described in Section 15162 of the California Environmental Quality Act guidelines warranting subsequent or supplemental environmental review exist, and directed staff to file Notice of Determination with the State Office of Planning and Research and with Yolo County; authorized the Mayor to execute a contract with USA Shade & Fabric Structures for $74,567.51 to purchase and install shade structures for Bryte Park play equipment; and granted the City Manager, or his designee, the authority to issue contract change orders up to 10% of the contract ($7,457.00).

Awarded a contract to the lowest responsive, responsible bidder, Abide Builders, for the construction of Bryte Park Phase 2 improvements for a total base bid price of $1,176,274.00; granted the City Manager, or his designee, the authority to issue contract change orders up to 10% of the construction cost ($117,627.00); approved the plans and specifications for the Bryte Park Phase 2 improvements; extend the contract with HLA to complete all remaining design tasks associated with Bryte Park Phase 2 improvements; and approved an additional allocation from the Measure K unrestricted fund balance of $565,216 towards the completion of this project.

Item 11, consideration of agreement with PROS Consulting to complete the Parks & Open Space Master Plan Update and related recreation planning and design services, was pulled from the consent agenda and continued to a future meeting.

Reviewed the progress on 21st Century Policing, a City Council 2016 Strategic Plan high priority item; and provided appropriate feedback.

Approved the use of this proposed pre-qualified vendor list for the purpose of providing janitorial services to City facilities; and authorized the City Manager to execute a contract with each pre-qualified vendor for 3 years for an amount not to exceed the budget as approved by the City Council for fiscal years 2017/18 and 2018/19.

Received a status report on the Downtown/Riverfront Streetcar Project.

Approved an appropriation of $227,355 in work order 14011 towards the completion of this project; and approved a contract for professional services with WALKSacramento in the amount of $100,000 for the Safe Routes to School project and authorize the City Manager, or his designee, to make contract amendments up to 15% ($15,000) of the value of the contract.

Reviewed and authorized a response required from the Public Works Director to the Yolo County Grand Jury regarding the report on Bicycle Safety.

Approved a contract for professional services with WSP in the amount of $225,000 for the I Street Deck Conversion Feasibility Study project; and authorized the City Manager, or his designee, to make contract amendments up to 15% ($33,750) of the value of the contract.

Approved the minutes of the June 28, 2017 regular City Council meeting.

MOTION: Orozco. SECOND: Johannessen. AYES: Ledesma, Sandeen, Cabaldon.

Entry No. 5
Minute Order 17-55: Conducted a public hearing to receive comment regarding delinquent charges and penalties for water, sewer, and refuse services. Hearing from no one, closed the public hearing; and adopted **Resolution 17-48** certifying inclusion of delinquent charges and penalties for water, sewer, and refuse services on the secured tax roll in the same manner as the general taxes and directing that a lien be placed on the subject properties.

MOTION: Johannessen. SECOND: Sandeen. AYES: Ledesma, Orozco, Cabaldon.

Entry No. 6
Minute Order 17-56: Conducted a public hearing to receive comment regarding past due Code Enforcement charges. Hearing from no one, closed the public hearing; and adopted **Resolution 17-50** certifying the list of past due Code Enforcement charges, directing that a lien be placed on the subject properties and requesting inclusion of these charges on the secured tax roll in order that they may be collected in the same manner as general taxes.

MOTION: Ledesma. SECOND: Orozco. AYES: Johannessen, Sandeen, Cabaldon.

Entry No. 7
Minute Order 17-57: Conducted a public hearing to receive comment regarding the charges for mandatory weed abatement services initiated by the City. Hearing from no one, closed the public hearing; and adopted **Resolution 17-37** certifying the list of weed abatement charges and directed the Yolo County Auditor to add the expenses to the individual tax rolls.

MOTION: Ledesma. SECOND: Orozco. AYES: Johannessen, Sandeen, Cabaldon.

Entry No. 8
Minute Order 17-58: Conducted a public hearing to receive comment regarding vacating a public utility easement reserved during abandonment of Tower Court. Hearing from no one, closed the public hearing; and adopted **Resolution 17-54** vacating a public utility easement which was reserved by the City in Resolution 98-82 vacating Tower Court right of way.

MOTION: Johannessen. SECOND: Ledesma. AYES: Orozco, Sandeen, Cabaldon.

Entry No. 9
Minute Order 17-59: Conducted a public hearing to receive comment regarding the 2017/2018 Annual Action Plan for the Community Development Block Grant program. Hearing from no one, closed the public hearing; and adopted **Resolution 17-52** adopting the 2017/2018 Community Development Block Grant Annual Action Plan; and authorized submission to the U.S. Department of Housing and Urban Development.

MOTION: Sandeen. SECOND: Orozco. AYES: Johannessen, Ledesma, Cabaldon.

Entry No. 10
Conducted a workshop on the Age-Friendly Action Plan; and continued plan approval to a future meeting.

Entry No. 11
Minute Order 17-60: Approved **Resolution 17-55** authorizing the application to California Department of Parks and Recreation-Division of Boating and Waterways for Boating Infrastructure Grant Program Tier II funds for the Raley's Dock project; authorized the City Manager, or his designee, to accept the award of grant funds, should the application be successful; and executed the Division of Boating and Waterways Boating Infrastructure Grant Program Tier II grant agreement and undertake any actions provided in the program to fund completion of the Raley's Dock project.

MOTION: Sandeen. SECOND: Orozco. AYES: Johannessen, Ledesma, Cabaldon.

Entry No. 12
Received staff's presentation and provided direction on the West Capitol Avenue and Jefferson Boulevard Improvement project.

Entry No. 13
Received staff's recommendation and provided direction on a preferred Pilot 2 service concept; tentatively authorized local funding for the Pilot 2 Flexible Transportation Service; directed staff to return to Council with a funding plan to accompany a request for award of contract; and received staff's recommendation and provided direction on a preferred Riverfront Shuttle Approach.

Entry No. 14
Heard General Administration Function, Part II.

Assistant City Manager Berlin announced that the Broadway Bridge Open House and Environmental Scoping Meeting will be held at the Health Professions High School on McClatchy Way in Sacramento on July 27 from 5:00-6:30 PM; National Night Out will be held on August 1 beginning at 5:00 PM; and the next Farmers Market will be held at the Barn on August 10 beginning at 5:00 PM.

Councilmember Sandeen requested clarification on the meeting schedule for August 16.

Assistant City Manager Berlin confirmed that the Public Financing Authority will not be meeting on August 16; and that the Sacramento-Yolo Port District Commission will be meeting at 5:15 PM followed by the City Council meeting at 7:00 PM.

City Manager Tuttle reported that SSA Marine has exercised their option to manage the Port's North Terminal for an additional five years; and that Governor Brown has signed Assembly Bill 1226 which clarifies that commissioners of the Sacramento-Yolo Port District serve at the pleasure of the appointing authorities.

The meeting adjourned at 11:02 PM.

_____
Kryss Rankin, City Clerk

Minutes approved as presented by a majority vote of the City Council on August 16, 2017.

_____
Kryss Rankin, City Clerk

CITY OF WEST SACRAMENTO | AGENDA REPORT

MEETING DATE: August 16, 2017 | **ITEM #** 11

SUBJECT:
PUBLIC HEARING AND CONSIDERATION OF RESOLUTION 17-7 AMENDING THE CITY OF WEST SACRAMENTO WATER AND SEWER CONNECTION FEES

INITIATED OR REQUESTED BY:

[ ] Council [X] Staff

[ ] Other

REPORT COORDINATED OR PREPARED BY:
Paul Blumberg, Public Finance Manager

Philip Wright, Assistant City Manager-Administrative Services

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

OBJECTIVE
The purpose of this report is to request a continuance to a new date, time, and place for the public hearing to consider an update to the City's water and sewer connection fees.

RECOMMENDED ACTION
It is respectfully recommended that the City Council open and continue the public hearing on Resolution 17-7 to Wednesday September 20, 2017 at the hour of 7:30 p.m., or as soon as possible thereafter as the matter may be heard, in the City Council Chambers, located at 1110 West Capitol Avenue, West Sacramento, California. At that time and place, the City Council will conduct a public hearing on the proposed update to the City's water and sewer connection fees.

BACKGROUND
The City previously published a notice that a public hearing would be held on August 6, 2017, associated with the City Council's consideration of 17-7 updating the City's Book of Fees.

Pursuant to Government Code Section 54995, any public hearing, which is being held, or noticed, or ordered to be held, must follow certain requirements if the date is changed from what was previously set. One of those requirement is that the City Council must approve a postponement of the hearing to the new date.

ANALYSIS
The City has been preparing the final Water and Sewer Master Plans, in particular the financing chapters to the respective documents. Because of the need for additional time to complete that work, staff is recommending the City Council continue the public hearing to consider adjustments to the City's water and sewer connection fees.

Commission Recommendation
Not applicable

Strategic Plan Integration
Not applicable.

Alternatives
Staff is recommending that the Council approve a postponement to a new date and time for the public hearing to September 20, 2017 at 7:00 p.m. or as soon as possible thereafter. Alternatively, the City Council could approve a different date and time for the public hearing other than the date staff is recommending.

Coordination and Review
Staff from the Department of the Public Works Department, Community Development Department, and the City Manager's Office coordinated the preparation of this report.

Budget/Cost Impact
Not applicable

ATTACHMENT
None

CITY OF WEST SACRAMENTO AGENDA REPORT

MEETING DATE: August 16, 2017 **ITEM #** 12

SUBJECT:

PUBLIC HEARING AND FIRST READING OF ORDINANCE 17-7 AMENDING TITLES 5 (BUSINESS LICENSES AND REGULATIONS) AND 17 (ZONING) OF THE MUNICIPAL CODE RELATED TO MEDICINAL AND NONMEDICINAL CANNABIS LAND USES

INITIATED OR REQUESTED BY:

[X] Council [ ] Staff

[ ] Other

REPORT COORDINATED OR PREPARED BY:

Charline Hamilton, Director
Community Development Department

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

OBJECTIVE

The objective of this item is to conduct the public hearing and first reading of draft Ordinance 17-7 (Attachment 1) which proposes to amend and add regulations regarding medicinal and nonmedicinal cannabis land uses within the City.

RECOMMENDED ACTION

It is respectfully recommended that the City Council:

1) Conduct the public hearing;
2) Certify that Ordinance 17-7 is not subject to review under the California Environmental Quality Act (CEQA) pursuant to the following: CEQA Guidelines Sections 15060 subdivision (c)(2) and 15061(b)(3), Business and Professions Code Section 26055(h) and under CEQA Guidelines Class 8 Categorical Exemption;
3) Waive the first reading and read by title only Ordinance 17-7, amending Titles 5 (Business Licenses and Regulations) and 17 (Zoning) of the Municipal Code related to cannabis land uses; and,
4) Inform the audience that the second reading and adoption of Ordinance 17-7 is tentatively scheduled for September 6, 2017.

BACKGROUND

In 2015, the California State Legislature passed the Medical Cannabis Regulation and Safety Act (MCRSA) with subsequent modifications in the 2016 and 2017 budget trailer legislation. The 2015 and 2016 MCRSA created a new regulatory structure for the licensing and enforcement of medical cannabis commercial uses, including cultivation, manufacturing, distribution, testing, and retailers. On November 8, 2016, the People of the State of California passed Proposition 64, known as the Control, Regulate, and Tax Adult Use of Marijuana Act (AUMA). The AUMA legalized nonmedical cannabis use, possession and cultivation by persons 21 years of age or older. The AUMA also created a regulatory framework for commercial nonmedical cannabis activities. With the majority vote passage, the provisions related to personal use, possession and cultivation of nonmedical cannabis went into effect on November 9, 2016. Commercial nonmedical cannabis activities also became legal on November 9 2016, although commercial activities require state licenses and the State has until January 1, 2018, to begin issuing these licenses to businesses.

The City Council has previously addressed the public health, welfare and safety concerns related to medical cannabis uses through the City's prohibition of medical cannabis dispensaries and the limitation of medical cannabis cultivation to indoors and for personal use only. After considerable monitoring of legal actions and public meetings between 2009 and 2011, the City Council adopted Ordinance 11-1 on January 19, 2011. The ordinance prohibits medical cannabis dispensaries as a land use in the City. While the ordinance prohibits cultivation associated with a dispensary for three or more persons, it did not regulate the cultivation of medical cannabis for personal use. On December 5, 2012, the City Council adopted an urgency interim ordinance which imposed a 45 day moratorium on the outdoor cultivation of medical cannabis and extended it on January 9, 2013. Based on the nuisance experiences in the City, the City Council adopted Ordinance 14-1 on February 5, 2014 regulating the personal cultivation of medical cannabis and limiting it to indoors only.

In April 2016, the City Council approved the first entitlement application to allow a wholesale medical cannabis logistics/distribution/transportation facility to locate in the Light Industrial (M-1) Zone under the Medical Cannabis Regulation and Safety Act (MCRSA). Since then three more entitlement applications for cannabis land uses have been submitted to the Planning Division. Planning staff is processing the applications in the normal manner as directed by the City Council.

Also in 2016, in order to preserve local control to the greatest extent possible and allow staff sufficient time to evaluate the various options for regulation of nonmedical cannabis, the City Council made public health, welfare and safety findings and adopted Ordinance 16-9 on November 16, 2016, placing a 45-day moratorium on the outdoor cultivation and sales of nonmedical cannabis and later extending the moratorium to October 29, 2017, via the adoption of Ordinance 16-10 on December 14, 2016.

On June 27, 2017, Senate Bill 94 was signed into law, repealing MCRSA and amending AUMA, to create a single regulatory structure for both medical and nonmedical cannabis. The new law is now called the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA). The legislation includes provisions related to structure, local permitting process, administrative flexibility, roles and responsibilities of various state agencies, and various other policy choices.

On June 28, 2017, the City Council conducted a workshop and received a presentation by staff on their research and recommendations for municipal code amendments, and provided direction on the proposed regulations and the process for the amendments and entitlement requests. On July 20, 2017, the Planning Commission conducted a public hearing and approved Resolution 17-7PC recommending the City Council adopt Ordinance 17-7.

ANALYSIS

In January 2017 at the City Council Strategic Planning Session and again in June 2017, staff presented a summary to City Council of the municipal code amendments that would be needed to comply with the two State cannabis acts, AUMA and MCRSA, as well as additional amendments that would allow and regulate cannabis land uses should that be desired. Since then, staff has made minor refinements to the summary based on additional information, trainings, and tracking of the State's implementation guidelines including the latest enactment of MAUCRSA. However, no changes to the proposed zones or basic entitlement requirements have occurred since last presented to the City Council. Attachment 2 contains an updated matrix of the proposed Municipal Code amendments along with a zone map reflecting the latest law updates and guidance from both the Planning Commission and City Council.

The proposed amendments will regulate cannabis personal cultivation, dispensaries/retailers, microbusinesses, testing and deliveries, as well as some edits to existing cannabis definitions to align with MAUCRSA. Amendments to address and regulate cannabis commercial cultivation, manufacturing, bulk storage, and distribution/transportation are currently in process with the entitlement applications on their respective paths.

The following provides a status overview of cannabis land uses and entitlement requests in process:

Cannabis Land Use	Zones Currently Allowed	Requests In Process
Indoor Personal Cultivation	Any personal residence regardless of zone classification	N/A
Outdoor Personal Cultivation	None, Under moratorium	None
Distribution/Transportation	M-1, Medical Wholesale only	M-1, M-2
Manufacturing	Not specifically addressed	ML, M-1, M-2
Indoor Commercial Cultivation	None	M-2
Outdoor Commercial Cultivation	None, Under moratorium	None
Testing	None	None
Dispensaries/Retailers	None, Medical prohibited in all zones; recreational under moratorium	None
Deliveries	Not specifically addressed	None
Bulk Storage	Not specifically addressed	None

As shown, about half of the commercial land uses are in process through the entitlement requests. The requests are being reviewed and processed in alignment with the guidance received from the City Council in January and June 2017. The amendments proposed in Ordinance 17-7, and also shown in redline format in Attachment 3, cover the other cannabis land uses indicated below that are not part of an entitlement application:

- Indoor personal cultivation (allow, edit current code)
- Outdoor personal cultivation (prohibit, edit current code)
- Outdoor commercial cultivation (prohibit, edit current code)

- Testing (allow, add conditional requirements to code)
- Dispensaries/Retailers/Microbusinesses, including non-storefront types (prohibit, edit current code)
- Deliveries (allow, add to code)

One global concern raised by the Planning Commission at prior workshops is the potential concentration of cannabis land uses in the Port Industrial District where the majority of M Zones exist. Attachment 2 contains a summary of the proposed amendments in a matrix format and a map that displays the areas that would be covered if the recommendations are enacted. Staff feels that the requirement for a conditional use permit provides the discretion to avoid over-concentration in any district or zone given that findings of necessity and desirability are required in order to approve such a request. Without the minimum requirement for a conditional use permit, staff shares the Planning Commission's concern. Additionally, the industrial areas in Southport, referred to as Southport Industrial Park and Seaway, are in planned development areas (PD-21 and PD-37) which are vested in the 1996 Zoning Ordinance and thus amendments to those planned developments would be needed to allow commercial cannabis uses.

Municipal Code Amendments Findings
Pursuant to Section 65855 of the Government Code and 17.62 of the Muncipal Code, in order to recommend approval of the proposed Municipal Code amendments to the City Council, at a public hearing, must make the following findings:

1. The public health, safety and general welfare warrant the change of zones or regulations;

Analysis: The proposed Municipal Code amendments clarify the City's zoning for the proposed land uses, which is allowed under state law. The public health, safety, and general welfare would benefit from the proposed amendments in that the City's zoning regulations would be clear and unambiguous when it comes to cannabis personal cultivation, dispensing, retailing, testing, delivering and distributing. The amendments would also establish a limited area where such businesses could locate and implements the use permit, development agreement, and security plan requirements, giving the City additional discretion over each request.

Finding 1 appears met by this request.

2. The change in zones or regulations is in conformity with the General Plan.

Analysis: The following General Plan Land Use Element policies apply to the proposed amendments:

Policy LU-6.1. The City shall promote and assist with the maintenance and expansion of West Sacramento's industrial sector in areas where services are readily available.

Policy LU-5.29. The City shall ensure that the approval of development projects at the west end of West Capitol Corridor do not hinder the efforts to maintain a positive fiscal balance for the City.

Policy LU-6.6. The City shall promote the development of clean industries that do not create problems or pose health risks associated with water and air pollution or potential leaks or spills.

The proposed Municipal Code amendments clarify the City's zoning regulations to provide a framework by which a new commercial/industrial business could be established while maintaining and enhancing the City's discretionary oversight. The land use of a cannabis testing facility would also be a clean business not involving excessive amounts of hazardous chemicals, generating noise, or significant traffic.

Finding 2 appears met by this request.

In summary, the proposed municipal code amendments will provide for compliance with the State's cannabis laws for personal indoor use, prohibit open outdoor personal and commercial cannabis cultivation which historically has negatively impacted the City, continue and expand the prohibition on any cannabis retail businesses, and allows some cannabis land uses that are more industrial in nature to occur subject to a discretionary approval process.

Environmental Determination
The proposed ordinance is not subject to review under the California Environmental Quality Act (CEQA) pursuant to the following: CEQA Guidelines Section 15060 subdivision (c)(2) – the ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment); Section 15061, subdivision

(b)(3) – there is no possibility that the ordinance will have a significant effect on the environment; and Business and Professions Code Section 26055(h) - Division 13 (commencing with Section 21000) of the Public Resources Code does not apply to the adoption of an ordinance, rule, or regulation by a local jurisdiction that requires discretionary review and approval of permits, licenses, or other authorizations to engage in commercial cannabis activity whereby the discretionary review in any such law, ordinance, rule, or regulation includes any applicable environmental review pursuant to Division 13. In addition, the ordinance is categorically exempt from review under CEQA under the Class 8 Categorical Exemption – the ordinance constitutes a regulatory activity to assure the protection of the environment. The draft Notice of Exemption is included in Attachment 4.

Commission Recommendation
On July 20, 2017, the Planning Commission conducted a public hearing and approved Resolution 17-7PC (Attachment 5) recommending the City Council adopt Ordinance 17-7 with additional regulations pertaining to proximity of cannabis uses to residential and parks, age limitations in areas where cannabis is being stored or handled, and ventilation requirements. The Planning Commission's additional language is highlighted in the redline version of the proposed municipal code amendments contained in Attachment 3. During their deliberations, half of Planning Commissioners expressed interest in allowing retail, dispensaries and microbusinesses with similar discretionary requirements as the other commercial cannabis land uses under consideration. Since additional coordination with the City Manager's Office, Finance Division, and the Police Department would be needed to consider retail cannabis uses, staff suggested and the Planning Commission agreed that their interest to allow retail cannabis be raised to the City Council for direction and be brought back to the Planning Commission as a separate item if so directed.

Alternatives
The following alternatives are available to the City Council:
1) Conduct the public hearing and waive the first reading of Ordinance 17-7 as presented by staff;
2) The City Council may choose to recommend changes to the ordinance (changes need to be articulated) and refer the item back to the Planning Commission for their review and recommendation; or,
3) The City Council may choose not to conduct the public hearing at this time but at a later date.

Alternative 1 is staff's recommendation. Staff is prepared to implement Alternatives 2 or 3 but an extension of the current moratorium may be needed.

Coordination and Review
The preparation of this report has been coordinated with the Police Department, the City Manager's Office and the Office of the City Attorney.

Budget/Cost Impact
To date the budgetary impacts of this item are limited to staff's and City Attorney's research and preparation of this agenda report. The proposed municipal code amendments (highlighted in yellow) are currently projected to cost about $20,000 and are proposed to be funded by the payments to the City from cannabis operating fees (Fund 101).

ATTACHMENTS
1) Draft Ordinance 17-7
2) Matrix of Proposed Municipal Code Amendments with Map
3) Redline of Proposed Municipal Code Amendments
4) Draft Notice of Exemption
5) Resolution 17-7PC

ATTACHMENT 1

DRAFT
ORDINANCE 17-7

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST SACRAMENTO AMENDING TITLES 5 AND 17 OF THE WEST SACRAMENTO MUNICIPAL CODE RELATED TO MEDICINAL AND NONMEDICINAL CANNABIS LAND USES

Recitals

WHEREAS, Section 17.62 of the West Sacramento Municipal Code provides for amendments to the West Sacramento Zoning Code by the City Council; and

WHEREAS, the City of West Sacramento re-affirms and confirms that the zoning code is adopted and operates under the principles of permissive zoning, meaning that any land use not specifically authorized or identified in the zoning code is prohibited; and

WHEREAS, at the November 8, 2016 general election, the People of the State of California approved Proposition 64, legalizing the use and possession of recreational cannabis; and

WHEREAS, Proposition 64 enacts Health and Safety Code section 11362.2(b)(3), which permits a local agency to prohibit the planting, cultivation, harvesting, drying or processing of cannabis plants outdoors upon the grounds of a private residence; and

WHEREAS, Proposition 64 enacted Business and Professions Code section 26200 which permits a local agency to prohibit the establishment of cannabis businesses as specified in Business and Professions Code sections 26070-26130; and

WHEREAS, the Governor of the State of California signed into law on June 27, 2017, the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA, SB 94) merging California's cannabis laws into a single regulatory system for medicinal and nonmedicinal commercial cannabis businesses; and

WHEREAS, the MAUCRSA provides for the state delegation of the full power and authority to enforce MAUCRSA and regulations promulgated by the bureau and other licensing authorities under MAUCRSA to cities; and

WHEREAS, the City desires to establish reasonable regulations under which cannabis is used, cultivated, sold, manufactured, stored, distributed, transported, delivered, or tested in any location or premise, in order to protect the public health, safety, and welfare; and

WHEREAS, the land use regulation of cannabis is proper and necessary to avoid the risks of criminal activity, and degradation of the natural environmental, including but not limited to odors and fire hazards that may result from unregulated cannabis activities; and

WHEREAS, the City Council finds that this Ordinance is not subject to review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines sections 15060, subdivision (c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15061, subdivision (b)(3) (there is no possibility the activity in question may have a significant effect on the environment); and Business and Professions Code Section 26055(h) - Division 13 (commencing with Section 21000) of the Public Resources Code does not apply to the adoption of an ordinance, rule, or regulation by a local jurisdiction that requires discretionary review and approval of permits, licenses, or other authorizations to engage in commercial cannabis activity whereby the discretionary review in any such law, ordinance, rule, or regulation includes any applicable environmental review pursuant to Division 13. In addition to the foregoing general exemptions, the City Council further finds that the Ordinance is categorically exempt from review under CEQA under the Class 8 Categorical Exemption (regulatory activity to

assure the protection of the environment); and directs the Community Development Director to file a notice of exemption; and

WHEREAS, the Planning Commission conducted a public hearing and took action to recommend that the City Council approve the Ordinance, amending Titles 5 and 17 of the West Sacramento Municipal Code regulating the cannabis land uses; and

WHEREAS, a public notice describing the proposed amendments to the West Sacramento Municipal Code relative to medicinal and nonmedicinal cannabis land uses was published in the News Ledger, a newspaper of general circulation, in accordance with section 6061 of the California Government Code.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST SACRAMENTO DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Purpose. The purpose of the Ordinance is to make amendments to the Municipal Code Title 5 (Business Licenses and Regulations) and Title 17 (Zoning) pertaining to medicinal and nonmedicinal cannabis land uses.

Section 2. Authority. The City Council enacts this Ordinance in accordance with the authority granted to cities by State law.

Section 3. Amendments. The following sections of the West Sacramento Municipal Code are hereby amended to read as follows:

CHAPTER 5.28 CANNABIS RETAIL

5.28.010 Cannabis retailers, microbusinesses and dispensaries prohibited.

No person or entity shall operate or permit to be operated a cannabis retailer, microbusiness, or dispensary in or upon any premises or any zone in the city. The city shall not issue, approve, or grant any permit, license, or other entitlement for the establishment or operation of a cannabis retailer, microbusiness or dispensary.

5.28.020 Cannabis deliveries allowed.

Medicinal and nonmedicinal cannabis deliveries within the city are allowed by state-licensed dispensaries, retailers, microbusinesses or nonprofits if the delivery originates outside of the city.

TITLE 17 ZONING ORDINANCE

17.23.10 Land Use Matrix.

Cannabis Retailer, Microbusiness or Dispensary

A-1	RA	RE	R1A	R1B	R2	R2.5	R3	C	MU-NC

MU-C	CBD	WF	CH	CW	BP	ML	M1	M2	M3

PQP	RP	POS

Cannabis Laboratory Materials Testing

A-1	RA	RE	R1A	R1B	R2	R2.5	R3	C	MU-NC

MU-C	CBD	WF	CH	CW	BP	ML	M1	M2	M3
					C*	C*	C*	C*	C*

PQP	RP	POS

*Development agreement and public safety and security plan required. See 17.42.010.K

17.26 CANNABIS CULTIVATION

17.26.010 Definitions.

For the purposes of this chapter, the following definitions shall apply, unless the context clearly indicates otherwise. If a word is not defined in this chapter, the common and ordinary meaning of the word shall apply.

A. "Cultivation" means the planting, growing, harvesting, drying, or processing of cannabis plants or any part thereof for use consistent with the Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA", Section 11018 of the Health and Safety Code or Section 26000 et. seq. of the Business and Professions Code).

B. "Detached, fully enclosed and secure structure" means a greenhouse or building completely detached from a residence that complies with the West Sacramento building code and has a complete roof enclosure supported by connecting walls extending from the ground to the roof, a foundation, slab or equivalent base to which the floor is secured by bolts or similar attachments, is secure against unauthorized entry, and is accessible only through one (1) or more lockable doors.

C. "Indoors" means within a fully enclosed and secure building or greenhouse.

D. "Legal parcel" means any parcel of real property that may be separately sold in compliance with the Subdivision Map Act (Sections 66410 et seq. of the Government Code).

E. "Outdoor" means any location within the City that is not within a fully enclosed and secure structure.

F. "Premises" means a single, legal parcel of property. Where contiguous legal parcels are under common ownership or control, such contiguous legal parcels shall constitute a single "premises" for purposes of this chapter.

G. "Primary caregiver" means a "primary caregiver" as defined in Section 11362.7(d) of the Health and Safety Code.

H. "Qualified patient" means a "qualified patient" as defined in Section 11362.7(f) of the Health and Safety Code.

I. "Rear yard" means the rear open space portion of any premises, whether fenced or unfenced.

J. "Residential structure" means any building or portion thereof legally existing which contains living facilities, including provisions for sleeping, eating, cooking and sanitation on a premises or legal parcel.

K. "Fence" means an artificially constructed barrier of any material or combination of materials erected to enclose, screen, or separate areas.

17.26.020 Cultivation of cannabis.

The following regulations shall apply to the cultivation of cannabis within the City.

A. Indoor Cultivation in Residential Zones. The indoor cultivation of cannabis shall only be conducted within a detached, fully enclosed and secure structure or within a residential structure conforming to the following minimum standards:

1. Any detached structure, regardless of square footage, constructed or altered for the cultivation of cannabis must comply with State and Local Building codes in effect at the time.

2. Indoor grow lights shall not exceed one thousand two hundred (1,200) watts each and shall comply with the California Building, Electrical and Fire Codes as adopted by the City. Gas products (including, without limitation, CO_2, butane, propane, and natural gas), or generators shall not be used within any detached structure used for the cultivation of cannabis.

3. Any detached, fully enclosed and secure structure or residential structure used for the cultivation of cannabis must have a ventilation and filtration system installed that shall prevent cannabis plant odors from exiting the interior of the structure and that shall comply with the California Building Code Section 402.3, Mechanical Ventilation, as now existing or hereafter amended.

4. A detached, fully enclosed and secure structure used for the cultivation of cannabis shall be located in the rear yard area of a legal parcel or premises, maintain a minimum ten (10) foot setback from any rear and/or interior property line. In the case of a corner lot, the structure shall maintain the street side yard setback required in that zone. Detached structures used for cultivating cannabis are not eligible for zero lot line agreements. The structure must be enclosed and secured by a fence at least six (6) feet in height.

5. Cannabis cultivation for sale is prohibited.

6. Cannabis cultivation may occur in both a detached structure and inside a residence on the same legal parcel so long as the total number of plants does not exceed that which is allowed under State of California law.

7. Cannabis cultivation areas, whether in a detached building or inside a residence, shall not be accessible to persons under eighteen (18) years of age.

B. Personal manufacturing of cannabis prohibited. It is unlawful and a public nuisance for any person to cause, or allow, or participate in the manufacturing or compounding of cannabis or cannabis products for personal use by extraction methods within their residence or on their residential property.

C. Outdoor Cultivation. It is unlawful and a public nuisance for any person to cause, or allow, or participate in the outdoor cultivation of cannabis plants within any zoning district in the City.

17.26.040 Enforcement.

Violations of this chapter shall constitute a public nuisance and may be enforced pursuant to the provisions of Chapter 19 of the Municipal Code.

17.26.050 Appeals.

Any person aggrieved by any of the requirements of this section may appeal in so far as such appeals are allowed pursuant to Chapter 1.08 of the Municipal Code.

17.42.010.K Cannabis Laboratory Materials Testing Facility

1) Cannabis laboratory testing facilities as defined by the City's Municipal Code may be established per the Land Use Matrix (See 17.23.10). The following additional requirements apply to cannabis laboratory testing facilities:

    a) Approval of a Development Agreement by the City Council prior to operation.
    b) Public safety and security plan reviewed and approved by the City prior to operation.
    c) No exterior signage other than building address.
    d) The facility shall have a ventilation and filtration system installed that shall prevent cannabis plant odors from exiting the interior of the structure and that shall comply with the California Building Code Section 402.3, Mechanical Ventilation, as now existing or hereafter amended.
    e) The cannabis materials and testing areas shall not be accessible to persons under eighteen (18) years of age.
    f) In considering a proposed facility, particular consideration shall be given to:
        i) The proximity of the proposed facility to sensitive uses such as residential areas;
        ii) The impact of the proposed facility on existing neighborhood characteristics; and
        iii) The concentration of cannabis uses in the area.

17.70.010 Definitions A—G.

"Cannabis Laboratory Materials Testing Facility" means a building, or portion thereof, used for a business involving the materials testing, investigation, scientific research, or experimentation of medicinal or nonmedicinal cannabis or cannabis products within California in compliance with the Medicinal and Adult-Use Cannabis Regulation and Safety Act (the "MAUCRSA", Business and Professions Code Section 26000, et. seq). As used in this definition, "cannabis" has the same meaning as in Section 11018 of the Health and Safety Code and in Section 26001 of the Business and Professions Code. "Cannabis products" has the same meaning as in Section 11018.1 of the Health and Safety Code. All statutory references refer to those statutes as they exist as of June 27, 2017, and as those statutes may be amended from time to time. No onsite cultivation or retail sales are permitted, and no distribution of cannabis or cannabis products directly to consumers shall occur from the facility or from vehicles used to transport products. The business may not be open to the general public. As used in this definition, the term "public" shall include, but not be limited to, "qualified patients", "primary care-givers", and "persons with identification cards" (as those terms are used in Title 17).

17.70.020 Definitions H—O.

"Cannabis retailer, microbusiness or dispensary" means any facility or location, whether fixed or mobile, where cannabis is cultivated, provided, sold, made available, or otherwise distributed, as defined in Division 10 of the Business and Professions Code and Chapter 6, Article 2 and 2.5 of the Health and Safety Code.

17.70.030 Definitions P—Z.

"Wholesale cannabis logistics, distribution and transportation facility" means a building, or portion thereof, used for a business involving the procurement, sale and transport of cannabis and cannabis products within California in compliance with the Medicinal and Adult-Use Cannabis Regulation and Safety Act (the "MAUCRSA," Business and Professions Code Section 26000, et seq.). As used in

this definition, "cannabis" has the same meaning as that in Section 11018 of the Health and Safety Code and in Section 26001 of the Business and Professions Code. "Cannabis products" has the same meaning as in Section 11018.1 of the Health and Safety Code. All statutory references refer to those statutes as they exist as of June 27, 2017, and as those statutes may be amended from time to time. No on-site cultivation or retail sales are permitted, and no distribution of cannabis or cannabis products directly to consumers shall occur from the facility or from vehicles used to transport products. The business may not be open to the general public. As used in this definition, the term "public" shall include, but not be limited to, "qualified patients," "primary care-givers," and "persons with identification cards" (as those terms are used in Title 17).

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

Section 4. Repeal of Moratorium on the Cultivation of Marijuana. Ordinance 16-10 shall be repealed and replaced with Ordinance 17-7 upon the effective date of Ordinance 17-7; provided, however, there are no legal challenges to the Ordinance 17-7.

Section 5. Effective Date and Publication. This ordinance shall take effect 30 days after its adoption, and pursuant to Resolution 99-46 was published in summary format prior to adoption, and a summary will be published within 15 days after adoption in a paper of general circulation published and circulated within the City of West Sacramento.

Section 6. CEQA. A Categorical Exemption has been prepared for this ordinance in compliance with the provisions of the California Environmental Quality Act.

Section 7. Publication after Adoption. Within fifteen (15) days of its passage, this Ordinance shall be published once in the News Ledger, a newspaper of general circulation within the City.

PASSED AND ADOPTED by the City Council of the City of West Sacramento this _____ day of _____, 2017, by the following votes:

AYES:
NOES:
ABSENT:
ABSTAIN

_____
Christopher L. Cabaldon, Mayor

ATTEST:

_____
Kryss Rankin, City Clerk

APPROVED AS TO FORM:

_____
Jeffrey Mitchell, City Attorney

CODIFY_X_ UNCODIFY __

CANNABIS ORDINANCE UPDATE 2017
Summary Matrix
August 16, 2017

Topics to Address	MAUCRSA Allows or Requires for Medical and Nonmedical Cannabis	Coverage under Current City Ordinance	Recommended Update to City Ordinance
Indoor Personal Cultivation	• Local governments can "reasonably regulate" but cannot ban personal indoor cultivation of up to six plants within a private residence, including a greenhouse on the same property, so long as it is fully enclosed, secure, and not visible from a public space	Chapter 17.26 Marijuana Cultivation	• Change chapter title to "Cannabis Cultivation" • Remove references to "medical" throughout chapter. • Under 17.26.010 Definitions, add consistency with MAUCRSA to definition of "cultivation." • Revise Section 17.26.020(D) to state personal indoor cultivation only allowed in private residence rather than limiting to certain zones. • Delete "Proximity to Schools and Child Care Centers" limitation under Section 17.26.020(E) • Revise Section 17.26.020(G)(6) to limit the total number of plants on a legal parcel to that allowed under State law. • Delete Section 17.26.030 requiring a cultivation permit and remove references to required permit in Section 17.26.020 • Add prohibition on personal extraction. • Revise requirement of "Detached, fully enclosed secure structure" to allow a greenhouse and remove the square footage and height restrictions.
Outdoor Personal Cultivation	• Local governments may ban, but Act purports to repeal any ordinance that bans outdoor cultivation upon determination by CA AG that nonmedical use of cannabis is lawful under federal law.	Section 17.26.020(C): all outdoor cultivation of cannabis is unlawful	• Remove references to "medical" throughout Chapter 17.26 to ensure Section 17.26.020(C) applies to both medicinal and nonmedicinal cannabis cultivation.

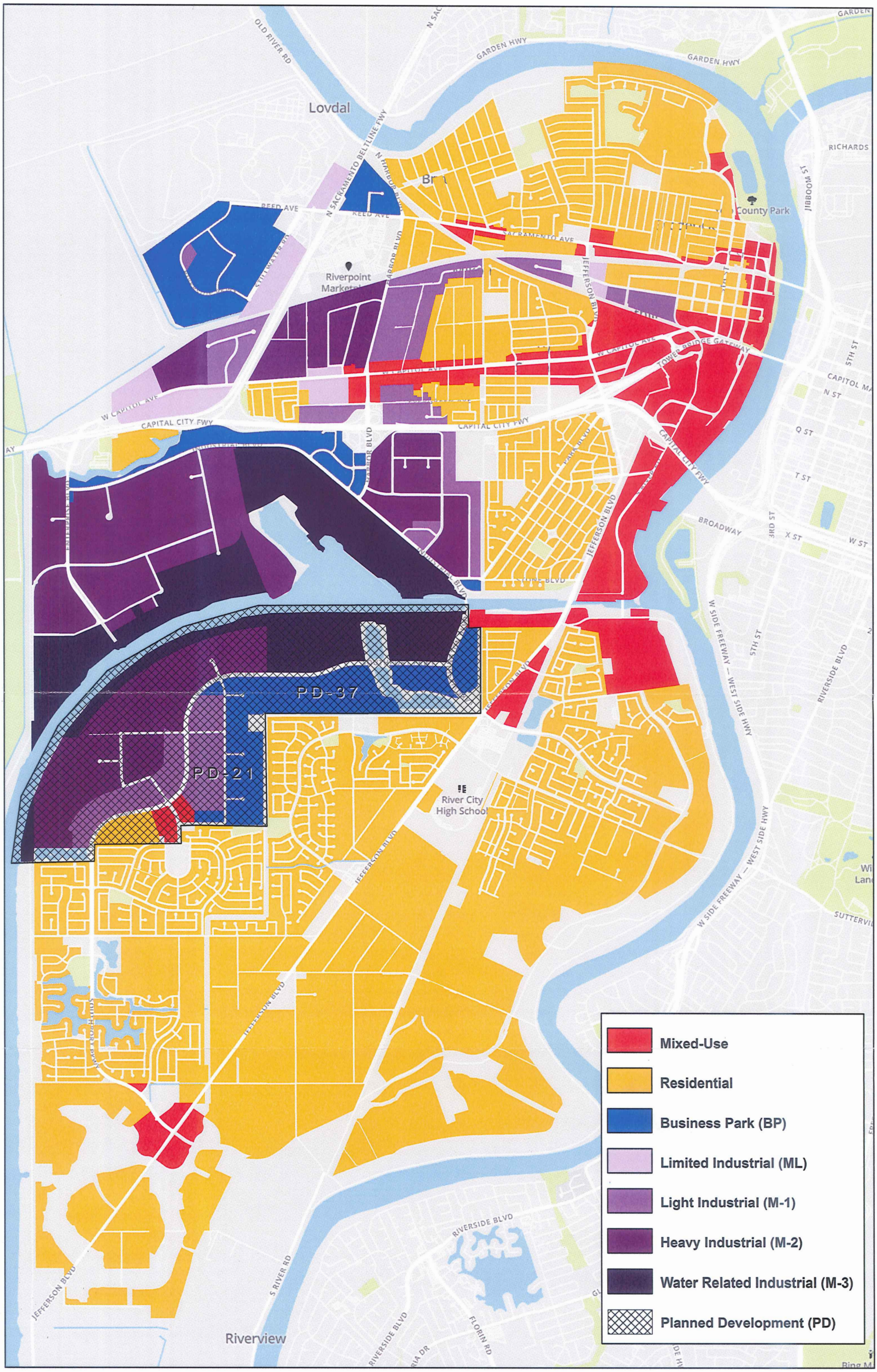
ATTACHMENT 2

CANNABIS ORDINANCE UPDATE 2017
Summary Matrix
August 16, 2017

Commercial Cultivation	• Requires state license for cultivation operations, along with local authorization based on local ordinances. • Explicitly designates cannabis as agricultural product; cultivation could be permitted in zones allowing crop production. • Does not limit authority of local jurisdiction to adopt or enforce local ordinances regulating or prohibiting state-licensed cannabis businesses.	Section 17.26.020(C): all outdoor cultivation of cannabis is unlawful Section 17.26.020(D): all cultivation in non-residential zones is prohibited (indoors or outdoors)	• Remove references to "medical" throughout Chapter 17.26 to ensure cultivation ban in Section 17.26.020(C) applies to both medicinal and nonmedicinal cannabis cultivation.
Dispensaries / Retailers	• Requires state license for retailer, dispensary and microbusiness operations, along with local authorization based on local ordinances. • Does not limit authority of local jurisdiction to adopt or enforce local ordinances regulating or prohibiting state-licensed cannabis businesses.	Chapter 5.28 and Section 5.28.010 prohibits "medical marijuana dispensaries"	• Revise section 5.28.010 title and description to prohibit dispensaries, retailers, non-storefront retailers, and microbusinesses under MAUCRSA. • Revise Section 17.70.020 Definitions H-O regarding "Medical marijuana dispensary" to address dispensaries, retailers, non-storefront retailers and microbusinesses under MAUCRSA • Revise 17.23.010 Land use matrix regarding "Medical marijuana dispensary" to be consistent with change to title of use proposed above • Change from "marijuana" to "cannabis" • Change from "medical" to "medicinal"
Deliveries	• Cannabis deliveries can be made from a state-licensed retailer, microbusiness or nonprofit, unless prohibited by local ordinance. • Cannabis delivery businesses no longer need to be tied to a dispensary. • Local jurisdictions can ban or regulate deliveries within their borders but cannot prevent a delivery service from using public roads to pass through its jurisdiction.	Not addressed in current ordinance.	• Add section to Chapter 5.28 that allows for cannabis deliveries within the city by state-licensed dispensaries, retailers, microbusinesses or nonprofits.

Testing	• Requires state license for testing operations along with local authorization based on local ordinances. • Does not limit authority of local jurisdiction to adopt or enforce local ordinances regulating or prohibiting state-licensed cannabis businesses.	Land use matrix in Section 17.23.010 includes a use for "Laboratory, materials testing" (a permissible use in BP, ML, M1, M2 and M3 and requiring a CUP in PO), but neither medical nor nonmedical cannabis testing uses are specifically addressed in ordinance.	• Add new section to code that mirror local regulations for distribution, including (1) new category in land use matrix limiting use to certain zones (BP and all M Zones) and requiring a use permit and development agreement; (2) new definition "Cannabis Laboratory Materials Testing Facility"; and (3) new section with specific requirements for use including a public safety and security plan.

ATTACHMENT: Map showing all M (Industrial) and BP (Business Park) Zones in relation to R (Residential) and Mixed Use Zones


Lovdal
Riverpoint
River City
High School
Riverview
PD-37
PD-21
OLD RIVER RD
GARDEN HWY
N SACRAMENTO BELTLINE FWY
REED AVE
CAPITAL CITY FWY
W CAPITOL AVE
JEFFERSON BLVD
TOWER BRIDGE GATEWAY
BROADWAY
W SIDE FREEWAY — WEST SIDE HWY
RIVERSIDE BLVD
S RIVER RD
FLORIN RD
RICHARDS
JIBBOOM ST
5TH ST
3RD ST
Q ST
N ST
T ST
X ST
W ST
Mixed-Use
Residential
Business Park (BP)
Limited Industrial (ML)
Light Industrial (M-1)
Heavy Industrial (M-2)
Water Related Industrial (M-3)
Planned Development (PD)

ATTACHMENT 3

REDLINE FORMAT OF MUNICIPAL CODE AMENDMENTS

CHAPTER 5.28 ~~MEDICAL MARIJUANA DISPENSARIES~~CANNABIS RETAIL

5.28.010 ~~Medical marijuana~~Cannabis retailers, microbusinesses and dispensaries prohibited.

No person or entity shall operate or permit to be operated a ~~medical marijuana~~cannabis retailer, microbusiness, or dispensary in or upon any premises or any zone in the city. The city shall not issue, approve, or grant any permit, license, or other entitlement for the establishment or operation of a ~~medical marijuana~~cannabis retailer, microbusiness or dispensary.

5.28.020 Cannabis deliveries allowed.

Medicinal and nonmedicinal cannabis deliveries within the city are allowed by state-licensed dispensaries, retailers, microbusinesses or nonprofits if the delivery originates outside of the city.

TITLE 17 ZONING ORDINANCE

17.23.10 Land Use Matrix.

~~Medical Marijuana Dispensary~~Cannabis Retailer, Microbusiness or Dispensary

A-1	RA	RE	R1A	R1B	R2	R2.5	R3	C	MU-NC

MU-C	CBD	WF	CH	CW	BP	ML	M1	M2	M3

PQP	RP	POS

Cannabis Laboratory Materials Testing

A-1	RA	RE	R1A	R1B	R2	R2.5	R3	C	MU-NC

MU-C	CBD	WF	CH	CW	BP	ML	M1	M2	M3
					C*	C*	C*	C*	C*

PQP	RP	POS

*Development agreement and public safety and security plan required. See 17.42.010.K

17.26 ~~MARIJUANA~~ CANNABIS CULTIVATION

17.26.010 Definitions.

For the purposes of this chapter, the following definitions shall apply, unless the context clearly indicates otherwise. If a word is not defined in this chapter, the common and ordinary meaning of the word shall apply.

~~A. "Bedroom" means a room inside a residential building being utilized by any person for sleeping purposes.~~

~~B. "Child care center" means any licensed child care center, daycare center, or any preschool. This definition does not include family day care homes.~~

~~C~~A. "Cultivation" means the planting, growing, harvesting, drying, or processing of ~~marijuana~~ cannabis plants or any part thereof for ~~medical~~ use consistent with the Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA", Section 11018 of the Health and Safety Code or Section 26000 et. seq. of the Business and Professions Code) ~~Compassionate Use Act (Section 11362.5 of the Health and Safety Code) or the Medical Marijuana Program Act (Section 11362.7 et seq. of the Health and Safety Code)~~.

~~D~~B. "Detached, fully enclosed and secure structure" means a greenhouse or building completely detached from a residence that complies with the West Sacramento building code and has a complete roof enclosure supported by connecting walls extending from the ground to the roof, a foundation, slab or equivalent base to which the floor is secured by bolts or similar attachments, is secure against unauthorized entry, and is accessible only through one (1) or more lockable doors. ~~Walls and roofs must be constructed of solid materials that cannot be easily broken through, such as two-inch by four-inch (2" x 4") or thicker studs overlaid with three-eighths (3/8") inch or thicker plywood or the equivalent. Exterior walls must be constructed with nontransparent material. Plastic sheeting, regardless of gauge, or similar products do not satisfy this requirement.~~

~~E~~C. "Indoors" means within a fully enclosed and secure building or greenhouse.

~~F~~D. "Legal parcel" means any parcel of real property that may be separately sold in compliance with the Subdivision Map Act (Sections 66410 et seq. of the Government Code).

~~G~~E. "Outdoor" means any location within the City that is not within a fully enclosed and secure structure.

~~H~~F. "Premises" means a single, legal parcel of property. Where contiguous legal parcels are under common ownership or control, such contiguous legal parcels shall constitute a single "premises" for purposes of this chapter.

~~I~~G. "Primary caregiver" means a "primary caregiver" as defined in Section 11362.7(d) of the Health and Safety Code.

~~J~~H. "Qualified patient" means a "qualified patient" as defined in Section 11362.7(f) of the Health and Safety Code.

~~K~~I. "Rear yard" means the rear open space portion of any premises, whether fenced or unfenced.

~~L~~J. "Residential structure" means any building or portion thereof legally existing which contains living facilities, including provisions for sleeping, eating, cooking and sanitation on a premises or legal parcel ~~located within a residential zoning district~~.

~~M. "School" means an institution of learning for persons under twenty-one (21) years of age, whether public or private, offering regular course of instruction including, without limitation, a kindergarten, elementary school, middle or junior high school, or senior high school.~~

~~N~~K. "Fence" means an artificially constructed barrier of any material or combination of materials erected to enclose, screen, or separate areas.

17.26.020 Cultivation of ~~medical marijuana~~cannabis.

The following regulations shall apply to the cultivation of ~~medical marijuana~~cannabis within the City.

~~A. No person other than a qualified patient or primary caregiver may engage in cultivation of medical marijuana. It is hereby declared to be unlawful and a public nuisance for any person or persons owning, leasing, occupying, or having charge or possession of any legal parcel or premises within any zoning district in the City to cultivate medical marijuana except as provided for in this chapter.~~

~~B. Residency Requirement. Either a qualified patient or primary caregiver shall reside full-time on the premises where the marijuana cultivation occurs.~~

~~C Outdoor Cultivation. It is unlawful and a public nuisance for any person to cause, or allow, or participate in the outdoor cultivation of marijuana plants within any zoning district in the City.~~

~~D. Cultivation in Nonresidential Zones. Cultivation of medical marijuana is prohibited in all zones within the City except the following zones: R-1-A and R-1-B (Residential One Family), R-2 (Residential One Family or Multi-family), R-3 (Multi-family Residential), RRA (Rural Residential, RE (Rural Estate), and A-1 (Agricultural General). Cultivation of medical marijuana is permitted in residential zones only if authorized by a permit issued pursuant to this Chapter~~.

~~E. Proximity to Schools and Child Care Centers. It is unlawful and a public nuisance to cultivate medical marijuana on any legal parcel or premises within six hundred (600) feet of any school or child care center. The six hundred (600) feet shall be measured from the closest property line of the school or the child care center.~~

~~F. Cultivation Area. It is hereby declared to be unlawful and a public nuisance for any person or persons owning, leasing, occupying, or having charge or possession of any legal parcel or premises within any zoning district in the City to cultivate medical marijuana, within a detached structure greater than one hundred twenty (120) square feet in size.~~

~~G~~A. Indoor Cultivation in Residential Zones. ~~It is unlawful and a public nuisance for any person to cultivate medical marijuana inside any residential structure or building without a medical marijuana cultivation permit issued by the Community Development Director or designee, as provided herein.~~ The indoor cultivation of ~~medical marijuana~~cannabis shall only be conducted within a detached, fully enclosed and secure structure ~~no greater than one hundred twenty (120) square feet in size~~ or within a residential structure conforming to the following minimum standards:

1. Any detached structure, regardless of square footage, constructed or altered for the cultivation of ~~medical marijuana~~cannabis must comply with State and Local Building codes in effect at the time. ~~The Building Official shall consult with the Director of Community Development, or designee, in consideration of any building permit application seeking a building permit for the construction or alteration of any structure to be used for medical marijuana cultivation.~~

2. Indoor grow lights shall not exceed one thousand two hundred (1,200) watts each and shall comply with the California Building, Electrical and Fire Codes as adopted by the City. Gas products (including, without limitation, CO_2, butane, propane, and natural gas), or generators shall not be used within any detached structure used for the cultivation of ~~medical marijuana~~cannabis.

3. Any detached, fully enclosed and secure structure or residential structure used for the cultivation of ~~medical marijuana~~cannabis must have a ventilation and filtration system installed that shall prevent ~~marijuana~~ cannabis plant odors from exiting the interior of the structure and that shall comply with the California Building Code Section 402.3, Mechanical Ventilation, as now existing or hereafter amended. ~~The ventilation and filtration system must be approved by the Building Official and~~

~~installed prior to commencing cultivation within the detached, fully enclosed and secure structure or residential structure.~~

4. A detached, fully enclosed and secure structure used for the cultivation of ~~marijuana~~ cannabis shall be located in the rear yard area of a legal parcel or premises, maintain a minimum ten (10) foot setback from any rear and/or interior property line. In the case of a corner lot, the structure shall maintain the street side yard setback required in that zone. Detached structures used for cultivating ~~medical marijuana~~cannabis are not eligible for zero lot line agreements. The structure must be enclosed and secured by a fence at least six (6) feet in height. ~~The structure shall not exceed twelve (12) feet in height.~~

~~5. Adequate mechanical or electronic security systems approved by the Building Official must be installed in and around the detached structure or the residential structure prior to the commencement of cultivation.~~

~~6. Marijuana cultivation occurring within a residence shall be in an area no larger than one hundred and twenty (120) square feet, regardless of how many qualified patients or primary caregivers are residing at the premises.~~

~~7. Cultivation of marijuana shall not take place in the kitchen, bathrooms, or bedrooms of any building.~~

~~8. Cultivation of marijuana shall not take place on any carpeted surface.~~

~~9~~5. ~~Medical marijuana~~Cannabis cultivation for sale is prohibited.

~~10~~6. ~~Medical marijuana~~Cannabis cultivation may ~~not~~ occur in both a detached structure and inside a residence on the same legal parcel so long as the total number of plants does not exceed that which is allowed under State of California law.

~~11~~7. ~~Medical marijuana~~Cannabis cultivation areas, whether in a detached building or inside a residence, shall not be accessible to persons under eighteen (18) years of age.

B. Personal manufacturing of cannabis prohibited. It is unlawful and a public nuisance for any person to cause, or allow, or participate in the manufacturing or compounding of cannabis or cannabis products for personal use by extraction methods within their residence or on their residential property.

C. Outdoor Cultivation. It is unlawful and a public nuisance for any person to cause, or allow, or participate in the outdoor cultivation of cannabis plants within any zoning district in the City.

~~**17.26.030 Cultivation permit.**~~

~~A. Prior to commencing any medical marijuana cultivation, the person(s) owning, leasing, occupying, or having charge or possession of any legal parcel or premises where medical marijuana cultivation is proposed to occur must obtain a medical marijuana cultivation permit from the Community Development Director, or designee. The following information will be required with the initial permit application and subsequent permit extensions:~~

~~1. A notarized signature from the owner of the property consenting to the cultivation of marijuana at the premises on a form acceptable to the City.~~

~~2. The name of each person owning, leasing, occupying, or having charge of any legal parcel or premises where medical marijuana will be cultivated.~~

~~3. The name of each qualified patient or primary caregiver who participates in the medical marijuana cultivation.~~

~~4. A copy of a current valid medical recommendation or county-issued medical marijuana card for each qualified patient identified as required above, and for each qualified patient for whom any person identified as required above is the primary caregiver.~~

~~5. The physical site address of where the marijuana will be cultivated.~~

~~6. A signed consent form, acceptable to the City, authorizing City staff, including the Police Department authority, to conduct an inspection of the detached, fully enclosed and secure structure or area of the residence used for the cultivation of marijuana upon twenty-four (24) hours' notice.~~

~~B. The initial permit shall be valid for no more than two (2) years and may be extended in increments of two (2) years. The permit shall not be transferrable. In the event that the permittee dies, moves or no longer meets the requirements of this ordinance or state law, the use shall immediately cease.~~

~~C. To the extent permitted by law, any personal or medical information submitted with a medical marijuana cultivation permit application or permit extension shall be kept confidential and shall only be used for purposes of administering this chapter.~~

~~D. The Community Development Director, which includes his or her designee for purposes of this chapter, may, in his or her discretion, deny any application for a medical marijuana cultivation permit, or extension thereof, where he or she finds, based on articulated facts, that the issuance of such permit, or extension thereof, would be detrimental to the public health, safety, or welfare. The Community Development Director shall deny an application for a medical marijuana cultivation permit, or extension thereof that does not demonstrate satisfaction of the minimum requirements of this chapter. The denial of any permit application, or permit extension, shall be subject to appeal pursuant to Chapter 1.08 of the Municipal Code E. The City Council may establish a fee or fees required to be paid upon filing of an application for permit(s) as provided by this chapter, which fees shall not exceed the reasonable cost of administering this chapter.~~

17.26.040 Enforcement.

Violations of this chapter shall constitute a public nuisance and may be enforced pursuant to the provisions of Chapter 19 of the Municipal Code.

17.26.050 Appeals.

Any person aggrieved by any of the requirements of this section may appeal in so far as such appeals are allowed pursuant to Chapter 1.08 of the Municipal Code.

17.42.010.K Cannabis Laboratory Materials Testing Facility

1) Cannabis laboratory testing facilities as defined by the City's Municipal Code may be established per the Land Use Matrix (See 17.23.10). The following additional requirements apply to cannabis laboratory testing facilities:

a) Approval of a Development Agreement by the City Council prior to operation.

b) Public safety and security plan reviewed and approved by the City prior to operation.
c) No exterior signage other than building address.
d) The facility shall have a ventilation and filtration system installed that shall prevent cannabis plant odors from exiting the interior of the structure and that shall comply with the California Building Code Section 402.3, Mechanical Ventilation, as now existing or hereafter amended.
e) The cannabis materials and testing areas shall not be accessible to persons under eighteen (18) years of age.
f) In considering a proposed facility, particular consideration shall be given to:
    i) The proximity of the proposed facility to sensitive uses such as residential areas;
    ii) The impact of the proposed facility on existing neighborhood characteristics; and
    iii) The concentration of cannabis uses in the area.

17.70.010 Definitions A—G.

"Cannabis Laboratory Materials Testing Facility" means a building, or portion thereof, used for a business involving the materials testing, investigation, scientific research, or experimentation of medical or non-medical cannabis or cannabis products within California in compliance with the Medicinal and Adult-Use Cannabis Regulation and Safety Act (the "MAUCRSA", Business and Professions Code Section 26000, et. seq). As used in this definition, "cannabis" has the same meaning as in Section 11018 of the Health and Safety Code and in Section 26001 of the Business and Professions Code. "Cannabis products" has the same meaning as in Section 11018.1 of the Health and Safety Code. All statutory references refer to those statutes as they exist as of June 27, 2017, and as those statutes may be amended from time to time. No onsite cultivation or retail sales are permitted, and no distribution of cannabis or cannabis products directly to consumers shall occur from the facility or from vehicles used to transport products. The business may not be open to the general public. As used in this definition, the term "public" shall include, but not be limited to, "qualified patients", "primary care-givers", and "persons with identification cards" (as those terms are used in Title 17).

17.70.020 Definitions H—O.

"~~Medical marijuana~~Cannabis retailer, microbusiness or dispensary" means any facility or location, whether fixed or mobile, where ~~medical marijuana~~cannabis is cultivated, provided, sold, made available, or otherwise distributed, as defined in Division 10 of the Business and Professions Code and Chapter 6, Article 2 and 2.5 of the Health and Safety Code ~~to three or more of the following: any individual, including, but not limited to, a primary caregiver, a qualified patient, or a person with an identification card, as those terms are defined in Health and Safety Code Section 11362.7 et seq. A medical marijuana dispensary shall not include the following uses, as long as the location of such uses is otherwise regulated by this code or applicable law: a clinic licensed pursuant to Chapter 1 of Division 2 of the Health and Safety Code; a healthcare facility licensed pursuant to Chapter 2 of Divisions 2 of the Health and Safety Code; a facility licensed pursuant to Chapter 2 of Division 2 of the Health and Safety Code; a residential care facility for persons with chronic life-threatening illness licensed pursuant to Chapter 3.01 of Division 2 of the Health and Safety Code; a residential care facility for the elderly licensed pursuant to Chapter 3.2 of Division 2 of the Health and Safety Code; a residential hospice, or a home health agency licensed pursuant to Chapter 8 of Division 2 of the Health and Safety Code, as long as such use complies strictly with applicable law, including, but not limited to, Health and Safety Code Section 11362.5 et seq~~.

17.70.030 Definitions P—Z.

"Wholesale cannabis logistics, distribution and transportation facility" means a building, or portion thereof, used for a business involving the procurement, sale and transport of ~~medical~~ cannabis and ~~medical~~ cannabis products within California in compliance with the ~~Medical Marijuana~~ Medicinal and Adult-Use Cannabis Regulation and Safety Act (the "~~MMRSA~~MAUCRSA,"

Business and Professions Code Section ~~19300~~26000, et seq.). As used in this definition, "~~medical~~ cannabis" ~~means a product containing cannabis, including, but not limited to, concentrates and extractions, intended to be sold for use by medical cannabis patients in California pursuant to the Compassionate Use Act of 1996 (Proposition 215), found at~~has the same meaning as that in Section ~~11362.5~~11018 of the Health and Safety Code and in Section 26001 of the Business and Professions Code. "Cannabis products" has the same meaning as in Section 11018.1 of the Health and Safety Code. ~~For the purposes of this title, "medical cannabis" does not include "industrial hemp" as defined by Section 81000 of the Food and Agricultural Code or Section 11018.5 of the Health and Safety Code.~~ All statutory references refer to those statutes as they exist as of ~~April 20, 2016~~June 27, 2017, and as those statutes may be amended from time to time. No on-site cultivation or retail sales are permitted, and no distribution of cannabis or cannabis products directly to consumers shall occur from the facility or from vehicles used to transport products. The business may not be open to the general public. As used in this definition, the term "public" shall include, but not be limited to, "qualified patients," "primary care-givers," and "persons with identification cards" (as those terms are used in Title 17).

ATTACHMENT 4

Print Form

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, #B01
Woodland, CA 95695

From: (Public Agency): City of West Sacramento
1110 West Capitol Ave, 2nd Floor
West Sacramento, CA 95691
(Address)

Project Title: Ordinance 17-7

Project Applicant: City of West Sacramento

Project Location - Specific:
Citywide

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

Description of Nature, Purpose and Beneficiaries of Project:
Ordinance 17-7 places regulations on cannabis personal cultivation, dispensaries/retailers, microbusinesses, testing and deliveries, as well as modifies existing cannabis definitions to align with the Medicinal and Adult-Use Cannabis Regulations and Safety Act (MAUCRSA).

Name of Public Agency Approving Project: City of West Sacramento

Name of Person or Agency Carrying Out Project: City of West Sacramento

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: Section 15308, Class 8
- ☒ Statutory Exemptions. State code number: Sections 15060(c)(2), 15061(b)(3) and 26055(h)

Reasons why project is exempt:

Ordinance 17-7 is not subject to review under the CEQA pursuant to Cal. Code Sections 15060, subdivision (c)(2) - the ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment); 15061, subdivision (b)(3) - there is no possibility the ordinance will have a significant effect on the environment; 15308 – a regulatory activity to assure the protection of the environment; and 26055(h).

Lead Agency
Contact Person: Charline Hamilton 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: _____ Date: _____ Title: Community Dev. Director

☒ 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: _____

ATTACHMENT 5

RESOLUTION 17-7PC

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WEST SACRAMENTO RECOMMENDING APPROVAL OF ORDINANCE 17-7 AMENDING TITLES 5 AND 17 OF THE WEST SACRAMENTO MUNICIPAL CODE RELATED TO MEDICAL AND NONMEDICAL CANNABIS LAND USES

WHEREAS, Section 17.62 of the West Sacramento Municipal Code provides for amendments to the West Sacramento Zoning Code by the City Council; and

WHEREAS, the City of West Sacramento re-affirms and confirms that the zoning code is adopted and operates under the principles of permissive zoning, meaning that any land use not specifically authorized or identified in the zoning code is prohibited; and

WHEREAS, at the November 8, 2016 general election, the People of the State of California approved Proposition 64, legalizing the use and possession of recreational cannabis; and

WHEREAS, Proposition 64 enacts Health and Safety Code section 11362.2(b)(3), which permits a local agency to prohibit the planting, cultivation, harvesting, drying or processing of cannabis plants outdoors upon the grounds of a private residence; and

WHEREAS, Proposition 64 enacted Business and Professions Code section 26200 which permits a local agency to prohibit the establishment of cannabis businesses as specified in Business and Professions Code sections 26070-26130; and

WHEREAS, the Governor of the State of California signed into law on June 27, 2017, the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA, SB 94) merging California's cannabis laws into a single regulatory system for medical and nonmedical commercial cannabis businesses; and

WHEREAS, the MAUCRSA provides for the state delegation of the full power and authority to enforce MAUCRSA and regulations promulgated by the bureau and other licensing authorities under MAUCRSA to cities; and

WHEREAS, the City desires to establish reasonable regulations under which cannabis is used, cultivated, sold, manufactured, stored, distributed, transported, delivered, or tested in any location or premise, in order to protect the public health, safety, and welfare; and

WHEREAS, the land use regulation of cannabis is proper and necessary to avoid the risks of criminal activity, and degradation of the natural environmental, including but not limited to odors and fire hazards that may result from unregulated cannabis activities; and

WHEREAS, the Planning Commission finds that this Ordinance is not subject to review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines sections 15060, subdivision (c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15061, subdivision (b)(3) (there is no possibility the activity in question may have a significant effect on the environment); and Business and Professions Code Section 26055(h) - Division 13 (commencing with Section 21000) of the Public Resources Code does not apply to the adoption of an ordinance, rule, or regulation by a local jurisdiction that requires discretionary review and approval of permits, licenses, or other authorizations to engage in commercial cannabis activity whereby the discretionary review in any such law, ordinance, rule, or regulation includes any applicable environmental review pursuant to Division 13. In addition to the foregoing general exemptions, the Planning Commission further finds that the Ordinance is categorically exempt from review under CEQA

under the Class 8 Categorical Exemption (regulatory activity to assure the protection of the environment); and

WHEREAS, the Planning Commission conducted a public hearing and took action to recommend that the City Council approve the Ordinance, amending Titles 5 and 17 of the West Sacramento Municipal Code regulating the cannabis land uses; and

WHEREAS, a public notice describing the proposed amendments to the West Sacramento Municipal Code relative to medical and nonmedical cannabis land uses was published in the News Ledger, a newspaper of general circulation, in accordance with section 6061 of the California Government Code.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission recommends that the City Council take the following actions:

1. The Planning Commission recommends that the City Council find that the Categorical Exemption represents the independent judgment of the City and is the appropriate environmental document under CEQA.
2. The Planning Commission recommends that the City Council adopt the proposed ordinance as recommended by the Planning Commission.

PASSED AND ADOPTED by the Planning Commission of the City of West Sacramento this 20th day of July 2017, by the following votes:

AYES: Castillo, Vu, Sturmfels, Lepore, Liebig, Austin
NOES: None
ABSENT: None
ABSTAIN: None

Bernadette Austin-Bower, Chairperson

ATTEST:

David Tilley, Secretary

CITY OF WEST SACRAMENTO **AGENDA REPORT**

MEETING DATE: August 16, 2017 **ITEM #** 13

SUBJECT:
PUBLIC HEARING AND FIRST READING OF ORDINANCES 17-12 AND 17-13 REGARDING PROPOSED AMENDMENTS TO TITLE 17 (ZONING) OF THE MUNICIPAL CODE AND A DEVELOPMENT AGREEMENT AT 3911 WEST CAPITOL AVENUE

INITIATED OR REQUESTED BY:

[ ] Council [X] Staff

[X] Other

REPORT COORDINATED OR PREPARED BY:

Justin Hardy, Senior Planner

Charline Hamilton, Director
Community Development Department

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

OBJECTIVE

This item seeks approval of Ordinance 17-13, which would amend Municipal Code Title 17 (Zoning) to conditionally permit cannabis manufacturing facilities in the Limited Industrial (M-L) zoning district. Additionally, the Council will consider approving Ordinance 17-12, which would approve a Development Agreement with California F.F.C.P. Organization DBA High End Medical Products.

RECOMMENDED ACTION

It is respectfully recommended that the City Council:

1. Conduct the public hearing;
2. Find that approval of the proposed Municipal Code amendments and Development Agreement are exempt from further environmental review pursuant to Business & Professions Code §26055(H) and Class 1, Class 3, Class 5 and Class 8 Categorical Exemptions under the California Environmental Quality Act (CEQA) and find that the Exemptions reflect the independent judgment of the City as lead agency under CEQA;
3. Waive first reading and read by title only Ordinance 17-13 amending Title 17 (Zoning) of the Municipal Code related to cannabis manufacturing facilities;
4. Waive first reading and read by title only Ordinance 17-12 approving the Development Agreement between the City and California F.F.C.P. Organization DBA High End Medical Products.
5. Inform the audience the second readings of Ordinances 17-12 and 17-13 are scheduled for September 6, 2017.

BACKGROUND

High End Medical Products proposes to develop a cannabis manufacturing facility (cannabis oil) with future plans to explore vaporizer cartridges and edible goods in an existing industrial building at 3911 West Capitol Avenue (APN 067-070-003). The site is bounded by West Capitol Avenue to the north, Interstate 80 to the east and south, and to the west, an industrial multi-tenant building (see Attachment 1, Vicinity Map). The M-L zones consist of areas along West Capitol Avenue mainly east of the I-80 overpass, along Stillwater Road along I-80, and the Triangle Area (Jefferson and F Streets). The zoning, if ultimately approved, would make the proposed use conditionally permitted in any M-L zone. Each site would be reviewed for any compatibility issues, but generally, the M-L zone is not adjacent or immediately close to residential or known sensitive businesses (see Attachment 2, M-L Locations).

Existing Use/Zoning:	Use	Zoning
Subject Property:	Existing industrial building	M-L (Limited Industrial)
Adjacent Properties:		
North:	Existing industrial buildings	M-1 (Light Industrial)
South:	Interstate 80	N/A
East:	Interstate 80	N/A
West:	Existing industrial building	M-L (Limited Industrial)

The project site is approximately .88 acres developed with an existing vacant industrial building, with a parking lot with landscaping and associated improvements. The site is irregularly shaped and is relatively flat. The

frontage along West Capitol Avenue is currently improved with sidewalk, curb, and gutter providing access to the site. The building is a mix of one and two-stories totaling approximately 9,182 square feet.

High End Medical Products' entitlement application seeks approval of a Development Agreement and a Conditional Use Permit to develop and operate a cannabis manufacturing facility at 3911 West Capitol Avenue (Attachment 3, Statement of Justification). These entitlements would be conditional on the City Council approving the Municipal Code amendments described above.

The Company intends to manufacture cannabis concentrates and extracts using supercritical Carbon Dioxide (CO_2) extraction techniques and volatile solvent-based post-processing methods. . The company further intends to produce finished products such as vaporizer cartridges, ayurvedic oils, tinctures and gelatin capsules. Additionally, once the State of California has implemented a specific license type authorizing the manufacturing of edible products, the company proposes to proceed with the actions required to acquire such license. Attachment 4 illustrates the proposed site improvements such as the security fencing and the interior operations. A small 278 square foot addition is proposed.

The proposed project is subject to the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA) and local law. Staff, including representatives from Police and Fire, have reviewed the proposal and provided input to minimize the facility's potential effects to the community. The facility will solely be a facility for the manufacture of legal medical cannabis products. No cultivation or retail sales will occur at the facility. No cannabis-related signage on the exterior of the building or transport vehicles will be allowed. The project will make quarterly payments to the City equivalent to 5% of gross sale receipts for the first $50 million of sales and 2.5% of portion of gross receipts exceeding $50 million.

Previously, in mid-2016, River Wellness was approved for the distribution of medicinal cannabis in the M-1 zone. To date, staff is not aware of any issues related to its operation. However, the proposed business is dissimilar as it is a lab type manufacturing operation rather than a distribution facility. As with River Wellness, no onsite sales or public interaction is proposed.

On June 1, 2017, the Planning Commission held a publicly noticed workshop on the proposed project. A presentation was made by staff and the applicant's team regarding the proposed project. The discussion centered on the timing of entitlements and legislative actions; security and safety; and, disposal of any byproduct.

On June 28, 2017, a presentation by the Community Development Director was conducted before the City Council to review and discuss the proposed Municipal Code amendments in response to the changes in State of California regulations for personal use of cannabis and implementation of licensing for medicinal and non-medicinal cannabis commercial uses beginning in January of 2018. The City Council directed staff to continue processing the entitlement applications and bring forth other relevant ordinances to the Planning Commission before returning to the City Council.

On July 20, 2017 a regular publicly noticed Planning Commission meeting was conducted. The Planning Commission recommended approval of Ordinances 17-12 and 17-13, related to High End Medical Products, to the City Council and approved a Conditional Use Permit subject to adoption of the aforementioned Ordinances. Additionally, the Commission recommended amendments to 17.42.010 L to include the following: restriction of age in the manufacturing process to 18 or older, implementing ventilation and odor control measures, and consideration given to the neighborhood characteristics and concentration of cannabis businesses. Proposed Section 17.42.010 L has been modified to include the Commission's recommendations.

Proposed Municipal Code Title 17 (Zoning) Amendments

The City proposes to amend Title 17 (Zoning) to establish how it will address "cannabis manufacturing facilities" pursuant to the new state legislation via Ordinance 17-13 (see Attachment 3). Generally speaking, a cannabis manufacturing facility would be a state-licensed business that involves the manufacture for off-site sale of cannabis products. Cannabis would be acquired from an independent state-licensed cultivator. The cultivator, distributor, and retailer would all be separate business entities under the new law. The proposed definition is not limited to the manufacture of medicinal cannabis.

Title 17 would be amended to 1) establish a definition of a cannabis manufacturing facility; 2) establish requirements for such facilities, including the need for a Development Agreement; and 3) put cannabis manufacturing facility in the Land Use Matrix in the Limited Industrial (M-L) zone as a conditional use. The title that was previously reviewed by the Planning Commission has been revised from "cannabis concentrate manufacturing facility" to "cannabis manufacturing facility." This change was made for consistency between the

Ordinance and State law. The definition below incudes a variety of manufacturing processes which includes the development of concentrates. The formal Code amendments are as follows:

17.23.10 Land Use Matrix – Cannabis Manufacturing Facility

A-1	RA	RE	R1A	R1B	R2	R3	R4	C1	C2

CBD	WF	MU	CH	CW	C3	PO	BP	ML	M1
								C*	

M2	M3	PQP	RP	POS

*Development agreement and public safety and security plan required. See 17.42.010.L

17.42.010.L Cannabis Manufacturing Facility

1) Cannabis manufacturing facilities, as defined by the City's Municipal Code, may be established per the Land Use Matrix (See 17.23.10). The following additional requirements apply to cannabis manufacturing facilities:

a) Approval of a Development Agreement by the City Council prior to operation.
b) Public safety and security plan reviewed and approved by the City prior to operation.
c) No exterior signage other than building address.
d) The facility shall have a ventilation and filtration system installed that shall prevent cannabis plant odors from exiting the interior of the structure and that shall comply with the California Building Code Section 402.3, Mechanical Ventilation, as now existing or hereafter amended.
e) Any cannabis materials and manufacturing areas shall not be accessible to persons under eighteen (18) years of age.
f) In considering a proposed facility, particular consideration shall be given to:
   i. The proximity of the proposed facility to sensitive uses such as residential areas;
   ii. The impact of the proposed facility on existing neighborhood characteristics; and
   iii. The concentration of cannabis uses in the area.

17.70.010 Definitions A – G

"Cannabis Manufacturing Facility" means a building, or portion thereof, used for a business involving the manufacture for off-site sale of cannabis products within California in compliance with the Medicinal and Adult-Use Cannabis Regulation and Safety Act (the "MAUCRSA", Business and Professions Code Section 26000, et. seq). As used in this definition, "cannabis" has the same meaning as in Section 11018 of the Health and Safety Code and in Section 26001 of the Business and Professions Code. "Cannabis products" has the same meaning as in Section 11018.1 of the Health and Safety Code. "Manufacture" has the same mean as in Section 26000(ag) of the Business and Professions Code. All statutory references refer to those statutes as they exist as of June 27, 2017 and as those statutes may be amended from time-to-time. No onsite cultivation or retail sales are permitted, and no distribution of cannabis or cannabis products directly to consumers shall occur from the facility or from vehicles used to transport products. The business may not be open to the public. As used in this definition, the term "public" shall include, but not be limited to, "qualified patients", "primary care-givers", and "persons with identification cards" (as those terms are used in Title 17).

ANALYSIS

Municipal Code Amendments

Pursuant to Section 65855 of the Government Code and 17.62 of the Muncipal Code, in order to recommend approval of the proposed Municipal Code amendments to the City Council, at a public hearing, must make the following findings:

1. *The public health, safety and general welfare warrant the change of zones or regulations;*

Analysis: The proposed Municipal Code amendments clarify the City's zoning for the proposed land use, which is allowed under state law. Regardless of the product that would be manufactured from an extraction process from the proposed facility, its operations would be similar to other manufacturing businesses. The public health, safety, and general welfare would benefit from the proposed amendments in that the City's zoning regulations

would be clear and unambiguous when it comes to cannabis manufacturing. The amendments would also establish a limited area where such businesses could locate and implements the use permit, DA, and security plan requirements, giving the City additional discretion over them.

Finding 1 appears met by this request.

2. *The change in zones or regulations is in conformity with the General Plan.*

Analysis: The following General Plan Land Use Element policies apply to this proposal:

Policy LU-6.1. The City shall promote and assist with the maintenance and expansion of West Sacramento's industrial sector in areas where services are readily available.

Policy LU-5.29. The City shall ensure that the approval of development projects at the west end of West Capitol Corridor do not hinder the efforts to maintain a positive fiscal balance for the City.

Policy LU-6.6. The City shall promote the development of clean industries that do not create problems or pose health risks associated with water and air pollution or potential leaks or spills.

The proposed Municipal Code amendments clarify the City's zoning regulations to provide a framework by which a new commercial/industrial business could be established while maintaining and enhancing the City's discretionary oversight. The proposed cannabis manufacturing facility land use type would also be a clean business not involving excessive amounts of hazardous chemicals, generating noise, or significant traffic.

Finding 2 appears met by this request.

Environmental Determination: Municipal Code Amendments
Staff proposes a Class 5 Categorical Exemption from further environmental review pursuant to Section 15305 (Minor Alterations in Land Use Limitations) of the CEQA Guidelines. This Exemption allows for minor changes to land use limitations, such as zoning, where no changes in density are proposed. In this case, the code amendments are proposed to clarify the Land Use Matrix to identify cannabis manufacturing facility as a separate line item so that they may be distinguished from other types of lab facilities and businesses and to be consistent with the MAUCRSA. The code amendments would not change the zoning designation on any property or alter existing development standards such as setbacks, height limits, parking requirements, etc. Furthermore, the proposed code amendments are not subject to review under the California Environmental Quality Act (CEQA) pursuant to Business and Professions Code Section 26055(h) - Division 13 (commencing with Section 21000) of the Public Resources Code does not apply to the adoption of an Ordinance, rule, or regulation by a local jurisdiction that requires discretionary review and approval of permits, licenses, or other authorizations to engage in commercial cannabis activity whereby the discretionary review in any such law, Ordinance, rule, or regulation includes any applicable environmental review pursuant to Division 13. In addition, the Ordinance is categorically exempt from review under CEQA under the Class 8 Categorical Exemption – the code amendments constitute a regulatory activity to assure the protection of the environment.

Development Agreement
The proposed Municipal Code amendments include the requirement for a Development Agreement (see Attachment 6). The City and the applicant propose to enter into a Development Agreement that would be considered by the City Council with the proposed amendments. The primary terms of the Development Agreement are as follows:

- Quarterly payments equivalent to 5% of gross sale receipts for the first $50 million of sales and 2.5% of portion of gross receipts exceeding $50 million.
- Development Agreement would only be valid for so long as the proposed Conditional Use Permit is valid and vice versa
- Applicant must comply with all health and safety requirements
- Applicant must comply with all state licensing requirements
- Applicant must submit and abide by a City-approved security plan
- Applicant would be subject to a future alternative revenue mechanism if established

Environmental Determination: Development Agreement
Staff proposes Class 1 and Class 3 Categorical Exemptions from further environmental review pursuant to Sections 15301 (Existing Facilities) and 15303 (New Construction or Conversions) of the CEQA Guidelines.

Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. In this case, the Development Agreement is proposed to memorialize the applicant's responsibilities to operate under the recently approved Conditional Use Permit in an existing industrial building with only a minor footprint expansion of 278 square feet that is proposed. Class 3 consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure. The applicant is proposing a small expansion of 278 square feet which is below the threshold of 2,500 square feet permitted in a Class 3 Exemption.

In order to recommend approval of the Development Agreement, the City Council must be able to make the following findings. The Finding (in *italics*) is followed by the Staff analysis of whether or not the Finding can be made.

1. *That the proposed Development Agreement will not adversely affect the orderly development of or preservation of property values;*

Analysis: The proposed Development Agreement establishes and reinforces various requirements on the applicant including the need for a security plan and revenue payments to the City. It would be entered into voluntary by the applicant with the City and provide additional oversight to the City.

Finding 1 appears to be met by this request

2. *That the proposed Development Agreement is consistent with the provisions of Government Code Sections 65864 through 65869.5.*

Analysis: Government Code Sections 65864 through 65869.5 include state codes for regulating Development Agreements. The codes include procedures for executing and modifying Development Agreements. The proposed Development Agreement and the process by which it is being considered by the City and the applicant is consistent with the applicable state requirements.

Finding 2 appears to be met for this request.

The Planning Commission's recommendation to the City Council on the proposed Development Agreement is included in Resolution 17-9PC (see Attachment 8). Draft Ordinance 17-12 (see Attachment 9) is proposed for City Council consideration of the Development Agreement.

Planning Commission Recommendation
The Planning Commission considered this matter on July 20, 2017. After hearing staff's presentation and taking public comment, the Planning Commission voted to recommend approval, to the City Council, of the Municipal Code amendments and the Development Agreement. The Commission's recommendations are memorialized in Resolutions 17-8PC and 17-9PC (see Attachments 7 & 8). The Commission also took up a proposed Conditional Use Permit for the applicant's proposed facility at 3911 West Capitol Avenue. The Planning Commission aproved the Conditonal Use Permit subject to the aforementioned Ordinances being adopted by City Council.

Strategic Plan Integration
The proposed Municipal Code amendments and Development Agreement support Principle C: Strong, Diverse Local Economy by clarifying the City's land use controls for a burgeoning industry not currently located in the City.

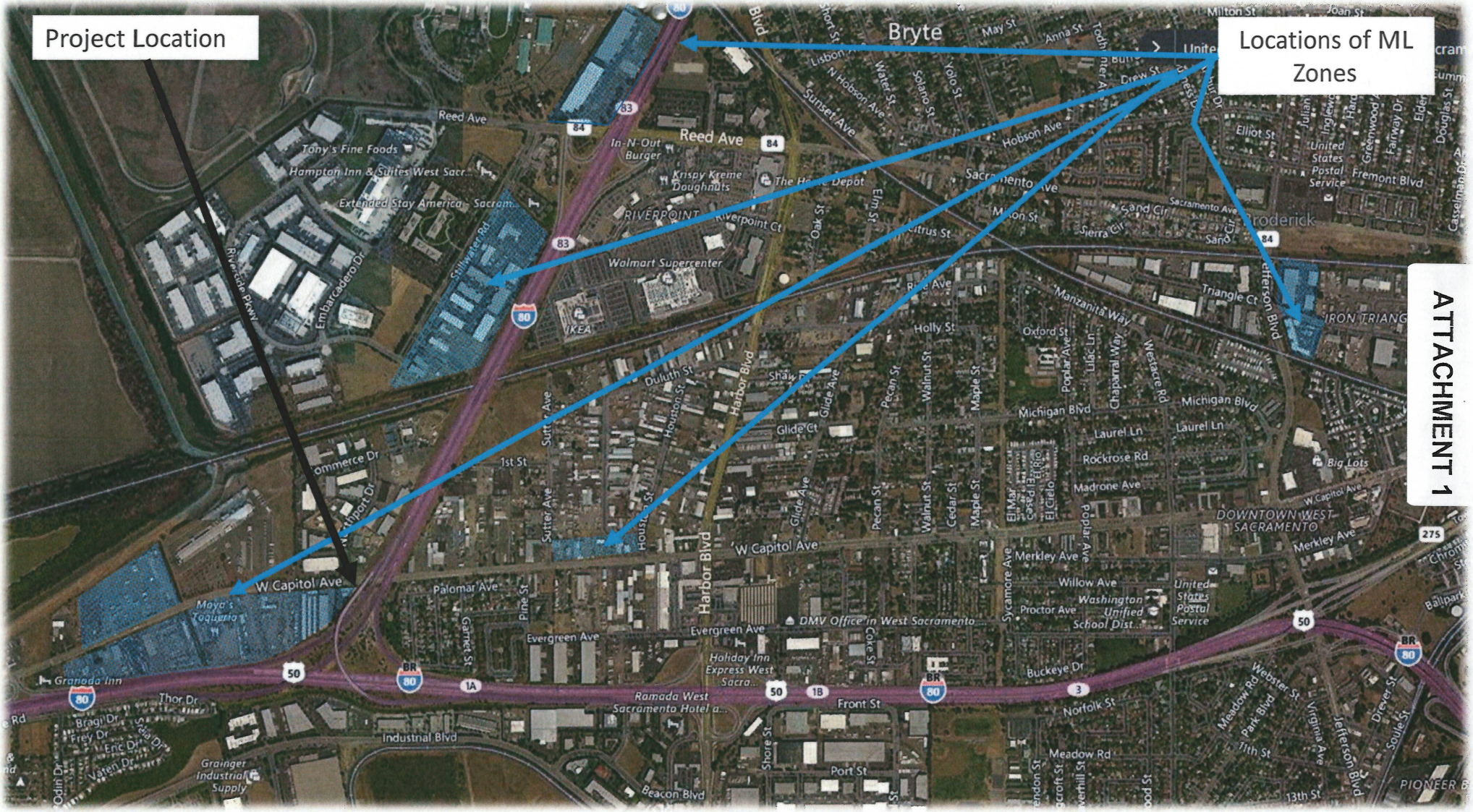
Alternatives
Staff recommends that the City Council determine that the Class 1, Class 3, Class 5 and Class 8 Categorical Exemptions are the appropriate level of environmental review and waive first reading and read by title only Ordinances 17-12 and 17-13. Alternatively, the Council may decide not to conduct first reading at this time and direct staff to bring the matter back for additional consideration at a future meeting.

Coordination and Review
This report has been coordinated with the City Manager's Office, and the City Attorney.

Budget/Cost Impact
The applicant is paying for all City costs via an existing reimbursement agreement.

ATTACHMENTS

1. M-L zoning map
2. Draft Ordinance 17-13
3. Statement of Justification
4. Site Plan
5. Draft Development Agreement
6. Draft Ordinance 17-12
7. Resolution 17-8PC
8. Resolution 17-9PC



ATTACHMENT 1

ATTACHMENT 2

DRAFT
ORDINANCE 17-13

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST SACRAMENTO AMENDING TITLE 17 OF THE WEST SACRAMENTO MUNICIPAL CODE RELATED TO CANNABIS MANUFACTURING FACILITIES

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

Section 1. Purpose and Authority. The purpose of the Ordinance is to make amendments to the Municipal Code Title 17 (Zoning) pertaining to cannabis manufacturing facilities.

Section 2. Amendments. The following sections of the West Sacramento Municipal Code are hereby amended to read as follows:

17.23.10 Land Use Matrix – Cannabis Manufacturing Facility

A-1	RA	RE	R1A	R1B	R2	R3	R4	C1	C2

CBD	WF	MU	CH	CW	C3	PO	BP	ML	M1
								C*	

M2	M3	PQP	RP	POS

*Development agreement and public safety and security plan required. See 17.42.010.L

17.42.010.L Cannabis Manufacturing Facility

1) Cannabis manufacturing facilities, as defined by the City's municipal code, may be established per the Land Use Matrix (See 17.23.10). The following additional requirements apply to cannabis manufacturing facilities:

a) Approval of a development agreement by the City Council prior to operation.
b) Public safety and security plan reviewed and approved by the City prior to operation.
c) No exterior signage other than building address.
d) The facility shall have a ventilation and filtration system installed that shall prevent cannabis plant odors from exiting the interior of the structure and that shall comply with the California Building Code Section 402.3, Mechanical Ventilation, as now existing or hereafter amended.
e) Any cannabis materials and manufacturing areas shall not be accessible to persons under eighteen (18) years of age.
f) In considering a proposed facility, particular consideration shall be given to:
   i. The proximity of the proposed facility to sensitive uses such as residential areas;
   ii. The impact of the proposed facility on existing neighborhood characteristics; and
   iii. The concentration of cannabis uses in the area.

17.70.010 Definitions A – G

"Cannabis Manufacturing Facility" means a building, or portion thereof, used for a business involving the manufacture for off-site sale of cannabis products within California in compliance with the Medicinal and Adult-Use Cannabis Regulation and Safety Act (the "MAUCRSA", Business and Professions Code Section 26000, et. seq). As used in this definition, "cannabis" has the same meaning as in Section 11018 of the Health and Safety Code and in Section 26001 of the Business and Professions Code. "Cannabis products" has the same meaning as in Section 11018.1 of the Health and Safety Code. "Manufacture" has the same mean as in Section 26000(ag) of the Business and Professions Code. All statutory references refer to those statutes as they exist as of June 27, 2017 and as those statutes may be amended from time-to-time. No onsite cultivation or retail sales are permitted, and no distribution of cannabis or cannabis products directly to consumers shall occur from the facility or from vehicles used to transport products. The business may not be open to the

public. As used in this definition, the term "public" shall include, but not be limited to, "qualified patients", "primary care-givers", and "persons with identification cards" (as those terms are used in Title 17).

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

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

PASSED AND ADOPTED by the City Council of the City of West Sacramento this _____ day of September, 2017, by the following votes:

AYES:
NOES:
ABSENT:
ABSTAIN

_____
Christopher L. Cabaldon, Mayor

ATTEST:

_____
Kryss Rankin, City Clerk

APPROVED AS TO FORM:

_____
Jeffrey Mitchell, City Attorney

CODIFY_X_ UNCODIFY __

City of West Sacramento
Planning Division
1110 West Capitol Avenue
West Sacramento, Calif. 95691

May 31, 2017

REGARDING

High End Medical Collective: application for a Conditional Use Permit and Statement of Justification.

OBJECTIVE

High End Medical Collective, to initiate the development of a medical cannabis concentrate manufacturing facility, is seeking a local Conditional Use Permit (CUP) to conduct business at 3911 West Capitol Avenue, West Sacramento, California. Under the terms and conditions of the CUP, the Company intends to manufacture cannabis concentrates and extracts using both hydrocarbon extraction supercritical CO2 and techniques that require both non-volatile and volatile solvents. This will require a MCRSA license allowing the manufacturing of cannabis products using volatile substances (Type 7). The CUP will not include provisions to cultivate, distribute or dispense cannabis products directly to patients.

The Company further intends to produce finished products such as vaporizer cartridges, oils, tinctures, and gelatin capsules. Additionally, on January 1, 2018 when the State of California has implemented a specific license type authorizing the manufacturing of edible products, the Company will proceed with the actions required to acquire such license.

BACKGROUND

High End Medical Collective will seek the proper state licensing to authorize the manufacturing of cannabis goods and products using volatile solvents, once the state of California has implemented the Medical Cannabis Regulation and Safety Act. Until MCRSA has taken effect, the Company will continue to abide by all laws, regulations and ordinances promulgated by local jurisdiction. MCRSA is composed of three separate bills: AB243, AB266 and SB643.

AB243 was authored by Assembly member Jim Wood and requires that the Department of Food and Agriculture, the Department of Pesticide Regulation, the State Department of Public Health, the Department of Fish and Wildlife, and the State Water Resources Control Board promulgate standards for the cultivation of medical marijuana.

AB266 establishes the operational guidelines for the Bureau of Medical Marijuana Regulation, which will be supervised and controlled by the Director of Consumer Affairs. The Bill defines the criteria for the licensure process and elaborates on the individual responsibilities for each respective license type. This includes License Type 7, manufacturing of cannabis goods using volatile solvents.

SB643 is designed to establish operational standards and regulations for the providing of medical recommendations, the cultivation of cannabis, testing, transporting and taxing medical cannabis and medical cannabis goods. SB643 also requires that the State Department of Public Health promulgate ordinances regulating the manufacturing of cannabis goods and products.

High End Medical Collective, in accordance with the intentions of AB266, will be applying for a License Type 7 (Manufacturing Level 2) under the MCRSA program. This license will authorize the company to manufacture medical cannabis goods using production methods that rely on the mobilization of volatile hydrocarbons (such as butane, ethanol, etc.). High End Medical Collective

is committed to absolute operational compliance, and because of this, is taking measures to meet or exceed all production criteria and standards as defined in SB643. Until West Sacramento promulgates operational standards for the manufacturing of cannabis concentrates within city limits, High End Medical Collective will adopt current best management and production practices as established in more developed cannabis industries in states such as Colorado and Washington.

Proposition 64 makes cannabis legal on the recreational level in the State of California. Based upon the MCRSA structure, Proposition 64 requires that cannabis users be over the age of 21; marijuana cultivators, manufacturers and dispensary outlets to file for license from the state. High End Medical Collective does not have any intention of serving the recreational market at this time; and therefore, has not taken any action toward the acquisition of such license.

OPERATIONS

In the State of California, the recent "green rush" has triggered an inevitable influx of medical cannabis manufacturing facilities and companies that have attempted to bolster a reputation built on cannabis product potency—and not on product quality or consistency.

This creates a problem for any qualifying patient who requires a precision dose and accurate delivery method. High End Medical Collective —manufacturer of top-quality CBD extracts and cannabis concentrates—intends to provide the solution. By adopting and adhering to FDA standards, current Best Management and Laboratory Practices, the Company intends to be the first medical cannabis manufacturing facility to meet pharmaceutical grade production and manufacturing standards. In line with these standards, the Company will commit to having all products manufactured at the facility tested by a licensed, third-party laboratory.

With the partnering of Focus, we have developed detailed standards to guide our company to demonstrate management responsibility, worker training and safety, worker practices, sanitary facilities, product safety plans, hazard analysis and Critical control Points plan, water quality, pest management, concentrate production procedures, traceability, product security, product and raw material testing, production equipment, waste management, product storage, packaging and labeling, transportation and worker health and safety.

LEADERSHIP

Erica Graves, Owner and CEO

Erica Graves brings to the Company 10 years of professional business development experience. Ms. Graves is an attorney that opened and operates her own successful law practice. Erica has been responsible for developing the business plan and operation for her own business as well as for other clients. She has been responsible for assisting with product development and marketing for business clients. Ms. Graves has been working in this particular industry for several years developing business plans, compliance plans, working with cities, counties and municipalities to help develop licensing/permits. She is committed to working responsibly in this industry and in a way that creates a mutually beneficial alliance between municipality and operator. Ms. Graves is committed to developing an operation that will expand the medicinal uses and work in research and development.

Ms. Graves has a good understanding of the direction of state licensing and the ability to ensure that this facility is in full compliance. She has the administrative skills to participate in the management of the operation and plan and oversee the business structure, accounting and compliance of the company.

Casey Brown, COO and Head of Operations:

Casey is a veteran of the United States Coast Guard. He served in Operation Noble Eagle, Operation New Frontier and Operation Iraqi Freedom. Since his honorable discharge he has worked as head of operations for multiple companies, growing their business over 200%. In 2007 he pursued his dream of entrepreneurship and formed his own fundraising company in 2007 which continues today. In the first two years of sales he grew his company from $700k to over a million dollars and continues to grow to this day. Casey has also been in the cannabis industry for over 10 years. In 2013 he formed a consulting business consulting growers on cultivating clean medicine free of pesticides and contaminates. He further grew that business to include consulting on extract facilities. He has helped businesses all over the State of California set up their extraction labs and create successful business models for extraction companies to follow to create their own success. He has worked in developing, operating and troubleshooting every aspect of production. He is energetic with a commitment to producing quality products in full compliance with all regulations.

Casey will manage and oversee the day to day operations and has a clear understanding of the standard operating procedures of the various extraction functions of this company. In fact, he has worked diligently to help in the development of many of the SOP's that will be implemented. He is has long term experience in this industry with a commitment to quality work and compliance with all regulations – current and those being considered for state licensing. He has a sincere belief and passionate commitment to creating a healthier alternative to treatment of many illnesses and diseases.

Lezli Engelkin, Founder of FOCUS, Compliance & Training Manager

FOCUS, which stands for the "Foundation of Cannabis Unified Standards," is the only independent, third-party, non-profit, international cannabis standards development organization in the Country. It was created to protect public health, consumer safety and safeguard the environment. They ensure conformity to assure the correct systems, processes and products are in place so that what ends up in the hands of the consumer is always consistent, of good quality and safe.

Lezli possesses more than two decades of professional experience across pharmaceutical, mental health, non-profit, and cannabis industries. More than twelve years with Eli Lilly Pharmaceuticals which laid the perfect foundation for Lezli's role as Executive Director of the first chain of vertically integrated medical cannabis operations in Phoenix, Arizona. Lezli's proven success in the highly regulated pharmaceutical industry combined with her firsthand experience working in the unregulated cannabis industry, place her in an ideal position to lead the company creating the first, international, quality and safety based, voluntary-consensus cannabis standards and third party certification platform.

Andrew Samann, Lab Operator/Production & Quality Manager

Andrew Samann is a veteran of the United States Marine Corps, where he earned the rank of Sergeant. He served 2 tours in Iraq as the NCOIC leading a team of Marines responsible for quality maintenance management and documentation of over 400,000 life limited critical parts on UH-1N and AH-1W Helicopters. Andrew was the only Sergeant within HMLA-369 to hold Aircraft Logbook Signing Authority. Following the Marines, Andrew earned a Bachelor of Science in Biochemistry and worked at the University of Michigan as a bio-analytical chemist, publishing three articles in peer reviewed scientific journals. To date, Andrew has over 35 published articles.

Andrew's professional experience includes academic research in the fields of bio-analytical chemistry and purification; pharmaceutical manufacturing of Active Pharmaceutical Ingredients utilizing Good Manufacturing Practices (GMP); Quality Control (Analytical) chemistry utilizing FDA

21 CFR 210/211 GMPs and guidelines; and most recently establishing Orion GMP's Pharmaceutical Quality Management Program incorporating 21 CFR 210/211 and ICH Q7/Q10 GMP guidelines and Lean Six Sigma principles into cannabis product manufacturing processes.

Andrew has lead a team of Process and Quality Control Engineers who perform inspections, certifications, and verifications of GMP regulated cannabis manufacturing processes in both Canada and all over the US.

John Mackay, Phd., Research and Development

John MacKay earned a B.A. in Chemistry from St. Lawrence University, and Ph.D. from the University of Vermont in chemistry focused on the synthesis for cancer fighting molecules using a cyclic-phosphazene backbone. After positions teaching organic, biochemistry and analytical courses, at Davidson College, Lyndon State College and UVM as well as supervising grant based funded student research projects, Mr. MacKay joined Waters Corporation in 1983. His career has included many roles in product development and now heads up the newly formed Strategic Technology team for the Americas Business Operations. He is widely recognized as scientific expert in application of supercritical fluid for extraction and chromatography across a wide range of application spaces including the botanical space.

FACILITY

The Company has obtained rights to lease an M2-zoned facility located at 3911 West Capitol Avenue in West Sacramento. Zoned for heavy industrial application, the facility is compliant with city ordinances that authorize light and heavy industrial manufacturing. The Company—until the City can promulgate cannabis manufacturing regulations—has adopted the safety and security standards as applied to "light general manufacturing" for the safety of all Company personal, the immediate area and the community.

To ensure the absolute safety of all Company personnel involved with the manufacturing of medical cannabis concentrates, the manufacturing center will be properly outfitted with ventilation and HVAC equipment that has been designed to meet current BMPs as promulgated by the states of Colorado, Oregon and Washington:

- Because extraction will take place in an enclosed space, "local exhaust ventilation" systems will be installed in each room where extraction occurs
- Gas leak detectors will be installed in each room where extraction will occur
- Personal gas leak detectors will be made available to all company personnel involved in the manufacturing of medical cannabis concentrates
- Four-hour fire rated walls will be installed in all areas where any volatile substance or solvent used by the Company is to be stored and/or used during manufacturing
- All finished medical cannabis products will be stored in the vault/storage room. This room will feature a biometrically controlled door that will require thumbprint and access code verification for entrance, and will be monitored by HD quality cameras located on each side of the door. The vault/storage room will be a limited access area
- Eye wash stations will be installed in each area where extraction occurs, and additionally, in the general space of the facility. All employees will be provided with proper safety training

EQUIPMENT

Extraction

- Hydrocarbon Extraction Units (ExtractionTek Solutions, LLC)
- Closed-Loop Extractors
- Supercritical Extraction Units
- Molecular Distillation Unit (Pope Solutions, Inc.)

Edible Production: Zone-Style Commercial Kitchen (Phase 2)

- Two (2) Commercial Grade Ovens, Double Stacked
- Two (2), Commercial Grade Food Processor / Chopper
- Two (2), Spiral Mixer
- One (1), Knead and Press Machine
- Four (4), Cooling Racks
- One (1), Wrapping Powder Table
- One (1), Sealing Machine
- Two (2), Dish Washing Machines

STORAGE

Ingredients and Plant Materials

- To accurately track all materials and prevent diversion; as well as to ensure maximum quality assurance, the Company will construct separate secure vault rooms for the storage of: recently received cannabis plant matter and ingredients; cannabis plant matter and ingredients that have been partially processed; and lastly, for finished and packaged cannabis products that are ready to be distributed.
- Each of these secure storage vault rooms will feature concrete reinforced walls and a vault door that is regulated by a biometric lock that requires a unique access code and thumbprint from each authorized user. Access to the storage vault rooms will be highly restricted, as will be noted in the Company's Standard Operating Procedures (SOPs).
- The secure vault rooms will be constructed such that no vault room wall lies adjacent to an exterior portion of the building. The Company will maintain control of the entire facility and building at all times. No additional companies or operations not listed in the Statement of Justification will be present or take place.
- Non-cannabis plant materials and ingredients (turmeric, cardamom, cinnamon, etc.,) will be stored on-site, but in a separate, climate controlled storage area. For quality assurance purposes, access to the non-cannabis material storage room will be highly restricted.

Finished Product

- The Company projects that the facility will be able to produce approximately 200,000-300,000 grams of concentrated cannabis oil, annually.
- The Company will work specifically with local distributors to minimize the amount of product and inventory that will be maintained on-site.
- All cannabis—products, plant matter, ingredients, oils—will be stored in a secure room that is designated as limited access; and, that is constructed from concrete reinforced walls, foundation and ceiling; and, that is regulated by a biometric vault door that requires a unique thumbprint and access code from each qualified Company employee.
- The Company will maintain separate secure rooms, each one maintaining the aforementioned security standards: Final Product Storage, In-Process Storage, and Raw Plant Storage.

- The entire facility and all secure storage rooms will be held under strict surveillance at all times.

For a detailed description of operations to be performed at the facility, please refer to Appendices: A-Production.

For a detailed description of supplies used during the manufacturing of concentrated cannabis oil, please refer to Appendices: B-Supplies.

QUALITY ASSURANCE AND CONTROL

The Company has standard operating procedure and policies to ensure that all manufactured medical cannabis infused products pass quality control testing for consistency and dosage and meet the appropriate standards of the Consumer Product Safety Division.

The Quality Management Standard Operating Procedure summarizes all quality and operational practices used by the operation to deliver quality products. Our Operating Procedure is based on ISO 9001:2008, Food Safety and GMP based on FDA food quality and safety requirements under 21 CFR 110 and new CFR 117 and 21 CFR 111.

The operation uses training programs and internal processes to control and measure product quality, and hold strict specifications for all of our products.

The Company conducts Internal and External Audits on a regular basis and whenever a worker, customer or distributor reports a nonconformance or complaint.

For a detailed description of sanitation, maintenance the proper calibration of equipment, please refer to Appendices: B-Supplies.

Objectives for Quality Control

- Determine if appropriate sources of product and quality problems have been identified
- Confirm that data from these sources are analyzed to identify existing product and quality problems that may require corrective action
- Determine if unfavorable trends have been identified
- Confirm any data and analyze to identify potential product and quality problems that may require preventive action
- Verify that the data received by the CAPA system are complete, accurate and timely
- Verify that appropriate statistical methods are employed (where necessary) to detect recurring quality problems
- Determine if results of analyses are compared across different data sources to identify and develop the extent of product and quality problems
- Determine if failure investigation procedures are followed
- Determine the degree to which a quality problem or nonconforming product is investigated and whether this investigation is commensurate with the significance and risk of the nonconformity
- Determine if failure investigations are conducted to determine root cause
- Verify that there is control for preventing distribution of nonconforming product
- Determine if appropriate actions have been taken for significant product and quality problems identified from data sources
- Verify that CAPA system procedure(s) have been defined and documented

- Determine if corrective and preventive actions were effective and verified or validated prior to implementation
- Confirm that corrective and preventive actions do not adversely affect the finished product
- Verify that corrective and preventive actions for product and quality problems were implemented and documented.

Record Keeping and Certification

Quality Assurance Agents will be responsible for maintaining an accurate log of all test results and certificates received. These records will be maintained on-site for a period of no less than five years, and will be made available for inspection. Tracking and distribution data will be collected and logged into the BioTrackTHC inventory management system; or, the inventory tracking system required by the State of California under the MCRSA program.

For a detailed description of Quality Control testing procedures, please refer to Appendices: C-Quality Control Testing.

SECURITY

The Company commits to minimizing risks to on-site operations, personnel, and the surrounding community. The Company, therefore, will implement security practices built upon best practices in the cannabis and manufacturing industries as defined below:

- For manufacturing using volatile solvents, this is most comparable to Hazardous Material Manufacture, which is a Conditional use in M2 and M3 zones (heavy and waterfront industrial)
- For manufacturing using volatile solvents, this fits the definition of "light general manufacturing:"

> *"Light general manufacturing" means the manufacture, predominantly from previously prepared materials, of finished products or parts, including processing, fabrication, assembly treatment and packaging of such products, and incidental storage, sales and distribution of such products, when done completely within the confines of a building and producing no detectable levels of the emissions identified in the performance standards of this title. This is intended to be a general use category for light industrial uses not included in the land use/zoning matrix set out at the end of Chapter 17.23. See Title 17 Zoning, Division VIII Definitions."*

Alarm Systems

The Company will engage a qualified local security vendor to install, monitor, and maintain a comprehensive electronic security system, including security alarms that will be continuously active and monitored. The security alarm system shall cover all perimeter entry points, windows, and portals at the premises. Equipment including sensor contact alarms, glass-break sensors, and balanced pressure sensors will ensure all potential access points, including the roof, are secure. Additionally, the Company will engaged a qualified local security company to install a security alarm system capable of detecting smoke, fire and carbon monoxide.

Security

The security alarm system will feature automatic fail-safes that are capable of detecting power loss. In the event of power loss, the hardware in each security device will submit a power fail notification, causing the system to transition to auxiliary power and notify the monitoring company and on-site security guard. If the auxiliary power runs low, the security alarm system will receive a low battery notification, and will then send another notification to the monitoring company and on-site security guard.

To ensure maximum security, all lighting fixtures will be designed and installed to ensure proper surveillance. the Company's security company or licensed electricians through a commercial security lighting company will ensure all exterior walls, entry points, and parking areas will be illuminated by high-intensity, commercial-grade, 400-watt area lights, such as General Electric's W4L. Motion-activated lights will be installed to provide supplementary coverage for locations with video surveillance to ensure high quality image resolution. These lights will be scheduled to activate 30 minutes before sunset and to deactivate 30 minutes after sunup.

Building and inventory security requires a comprehensive security plan including coverage of:

- Facility Security, including site access protocols, delivery area security, and heightened security for restricted access areas
- Prevention and Detection of Diversion and Theft, including the use of inventory tracking software and regular inspections
- Incident Management and Emergency Response, outlining the response and reporting process personnel will follow during incidents
- Personnel, explaining the training and background checks that ensure all personnel contribute to the facility's security; compliance with security protocols is a mandatory condition of employment
- Shipping and Transportation, outlining how these vulnerable procedures will take place as securely as possible
- Supply Chain Procedures, describing how the Company maintains security while selecting suppliers, vendors, and buyers
- Video Surveillance and Lighting, explaining how all activity on-site at any time will be recorded
- Alarm Systems, including off-site monitoring, passive alarms and panic buttons for on-site personnel
- Power Failure Response, explaining how the site will remain secure without power
- Cyber Security, outlining how the Company will keep valuable records safe and secure

The security alarm chosen by the Company will have at least a 48-hour battery or other standby power sources in the event of commercial power failure. The security alarm systems are also designed to detect power loss and are programmed to automatically notify the Director of Security of such an event. Solar generators will be installed at the facility, and will be paired with high-capacity lithium battery banks. This will ensure the availability of backup electrical power at any moment of the day or night.

Security fences will be installed around the facility to prevent unwanted intrusion. For maximum effectiveness, all security fencing will be absent the standard top rail: making it more difficult to climb. Additionally, three strands of barbed wire will be laced through 45-degree arms that will be positioned to point inward.

Surveillance

The facility will be protected by a video surveillance recording system that will monitor the entire perimeter of the facility, the security fence, and all gates; so as to capture all activity in areas where cannabis is tested, cured, processed or stored; and will be positioned over all exits. Surveillance will be conducted 24-hours a day, 365 days a year, without interruption. Security personnel will monitor the video surveillance system from the main office. All video surveillance recordings will include a date and time stamp for every recorded frame, and are designed to record images in high definition resolution to clearly capture revealing facial detail.

The Company will use motion-activated video as well as alarm motion sensors for additional security. The cameras themselves are motion detectors and will trigger video recording upon

movement. External alarm motion sensors should also be used and can be utilized to set off video recording as well as activation of the alarm system.

INVENTORY MANAGEMENT

The Company acknowledges that the State of California will be developing and implementing its own proprietary inventory tracking and management solution; and will be requiring that cannabis operators integrate this system into the all operational programs. To ensure full compliance with all local, county and state ordinances, the Company will institute a track-and-trace solution of its choosing until the State of California has officially launched a state-sponsored product. This inventory solution will:

- Feature unique RFID codes that are assigned and tagged to each individual cannabis plant
- Assign additional RFID codes and tags as needed, as individual plants are processed into dry flower and cannabis concentrate
- Track the distribution of each batch and lot of cannabis flower or cannabis concentrate produced and distributed by the Company
- Maintain an accurate record of all products shipped and received by the Company for a period of no less than five-years
- Be capable of instituting an emergency recall, notifying all receivers
- Make all records available for review in both digital and print form to any local, county or state official within 24-hours of notice

RISK MANAGEMENT

- All operations performed will be conducted according to Best Management Practices. This includes all aspects of manufacturing cannabis.
- Rigorous inventory management systems will be implemented to ensure loss prevention; and to provide support with the reconciliation process.
- Surveillance systems and infrared perimeter control will be installed by the Company to prevent against intrusion.
- The facility has designated specific ingress and egress points for the shipping and receiving of materials.
- All trash and waste receptacles will be emptied and removed from the facility on a daily basis: no cannabis waste will remain present on-site for more than 24-hours at a time.
- Third-Party laboratories will test each product batch manufactured by the Company.
- The Company will work specifically with local distributors to minimize the amount of product and inventory that will be maintained on-site.

COMMUNITY IMPACT ASSESMENT

High End Medical Collective proposes a voluntary five-percent excise tax on all cannabis and cannabis goods that have been produced, distributed and dispensed by the Company. High End Medical believes this contribution reflects the guiding philosophies that have been outlined in the Company's Mission Statement and is committed to providing on-going monetary support for the community of West Sacramento through the creation of excise tax structures that are specific to medical cannabis.

ADDITIONAL INFORMATION

Insurance Provisions

- Commercial umbrella insurance
- Statutory Worker Compensation insurance
- Comprehensive General Liability insurance
- $2,000,000 General Liability insurance
- $250,000 High Payload insurance, up to $1,000,000
- Background checks for all employees will be required

Pending Licenses

- Provisional State license under MCRSA, Type 7
- Conditional Use Permit: West Sacramento, California
- State Sellers Permit (BOE)
- Property lease
- County Health Permits

FINDINGS

The Company is committed to forging strong partnerships with local and state level law enforcement and emergency service providers. Only by working with these agencies can the Company ensure that its operational standards conform with the state-level expectations pertaining to public safety, anti-diversion, and the proper collection of tax revenue. On the local level, the Company will take active measures to negate its detectible presence as to ensure that the immediate area—including any additional business operations—is not interrupted or disturbed by the manufacturing of concentrated cannabis oils. Absolute discretion is a top priority for the Company.

The facility at 3911 West Capitol Avenue, West Sacramento will require significant renovations and upgrades to the structural, electrical and HVAC infrastructures of the building. These improvements will need to be completed before the Company can begin the manufacturing of any cannabis products and will be the sole responsibility of the tenant (the Company). The Company will secure a Development Agreement with the City of West Sacramento before commencing any of the required renovations or upgrades, and will make the premises available for inspection by the appropriate governing entity during normal operating hours and construction times.

High End Medical Collective respectfully requests consideration for a Conditional Use Permit to operate in West Sacramento, Calif., and welcomes any request for additional information. Inquiries may be directed to:

Erica M. Graves

Best Regards,

High End Medical Collective

APPENDICES:
A-Production
B-Supplies
C-Quality Control Testing

HIGH END MEDICAL COLLECTIVE

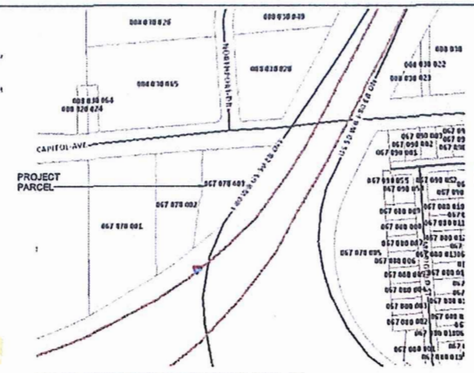
3911 West Capitol Avenue
West Sacramento, CA 95691
CONDITIONAL USE PERMIT

March 10, 2017



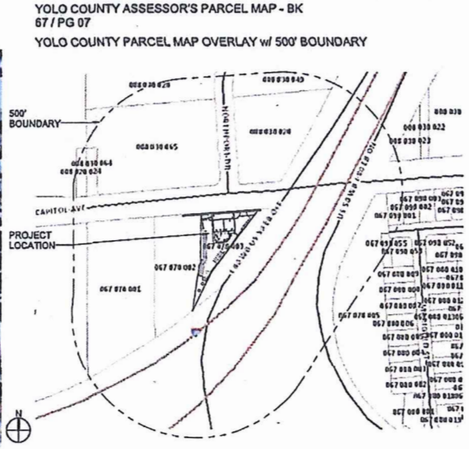
VICINITY MAP

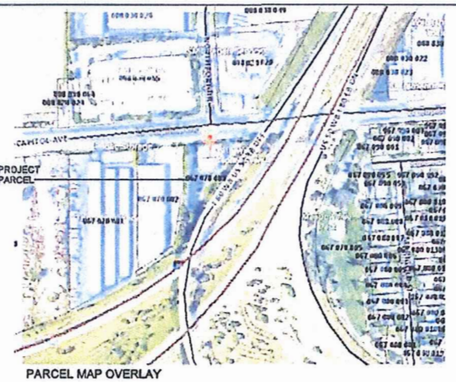
AERIAL MAP



YOLO COUNTY ASSESSOR'S PARCEL MAP - BK 67 / PG 07

YOLO COUNTY PARCEL MAP OVERLAY w/ 500' BOUNDARY

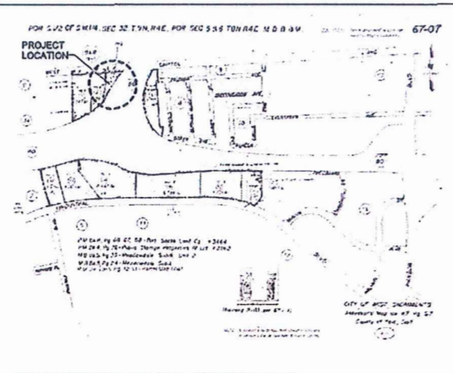




PARCEL MAP OVERLAY

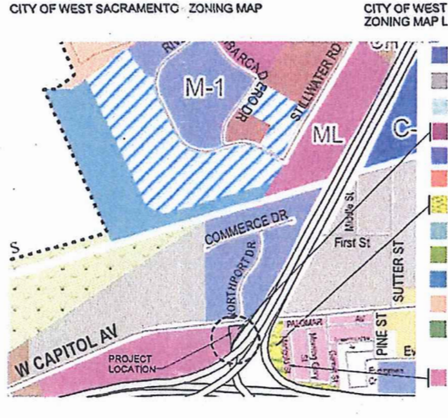
YOLO COUNTY PARCEL QUEST w/ 500' BOUNDARY & PROPERTY OWNER ID - #1-18 (refer to mailing list for names)





CITY OF WEST SACRAMENTO - ASSESSOR'S MAP

CITY OF WEST SACRAMENTO - ZONING MAP



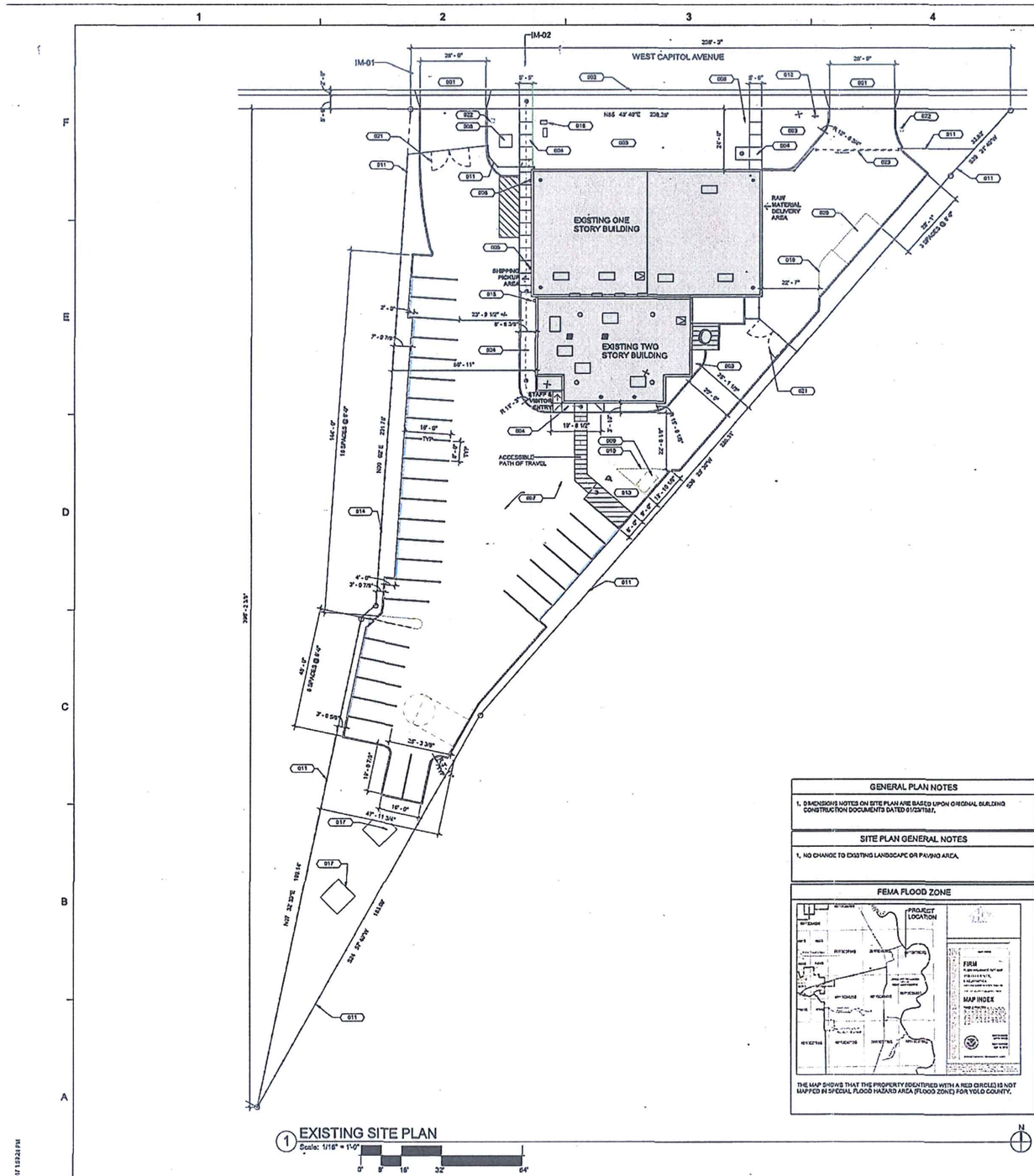
CITY OF WEST SACRAMENTO ZONING MAP LEGEND

ARCHITECTURAL

DEWBERRY ARCHITECTS, INC.
1760 Creekside Oaks Drive
Suite 280
Sacramento, CA 95833

916.239.7344
916.239.7345 fax

Dewberry®



1 EXISTING SITE PLAN
Scale: 1/16" = 1'-0"
0' 8' 16' 32' 64'

N

ML ZONING CRITERIA

SEC. 6-2.1301 PURPOSE (M-L) AMENDED
THE PURPOSE OF THE LIMITED INDUSTRIAL ZONE (M-L) SHALL BE TO ACCOMMODATE A LIMITED GROUP OF BUSINESS, PROFESSIONAL, RESEARCH, AND TECHNICAL MANUFACTURING USES WHICH HAVE UNUSUAL REQUIREMENTS FOR SPACE, LIGHT, AND AIR, AND THE OPERATIONS OF WHICH USES ARE CLEAN AND QUIET. (§ 17.61, ORD. 488)

SEC. 6-2.1402 PRINCIPAL PERMITTED USES (M-L)
THE FOLLOWING PRINCIPAL USES SHALL BE PERMITTED IN THE M-L ZONE:
(A)BUSINESS AND PROFESSIONAL OFFICES; AND
(B)THE FOLLOWING AND SIMILAR USES FROM WHICH NOISE, SMOKE, DUST, ODORS, AND OTHER SUCH OFFENSIVE FEATURES ARE CONFINED TO THE PREMISES OF EACH USE AND ALL SUCH USES ARE COMPLETELY CONFINED WITHIN ENCLOSED BUILDINGS:
(1) - (5) N/A
(6) RESEARCH INSTITUTES AND LABORATORIES; AND
(10) OTHER USES DETERMINED BY THE COMMISSION TO BE OF THE SAME GENERAL CHARACTER AS THE PRINCIPAL PERMITTED USES SET FORTH IN THIS SUBSECTION. (§ 17.62, ORD. 488)

SEC. 6-2.1403 ACCESSORY USES (M-L)
THE FOLLOWING ACCESSORY USES SHALL BE PERMITTED IN THE M-L ZONE:
(A)ACCESSORY USES AND BUILDINGS CUSTOMARILY APPURTENANT TO A PERMITTED USE;
(B)SIGNS AS PERMITTED BY SECTION 6-2.2408 OF ARTICLE 24 OF THIS CHAPTER; AND
(C)N/A

SEC. 6-2.1404 CONDITIONAL USES (M-L)
THE FOLLOWING CONDITIONAL USES SHALL BE PERMITTED IN THE M-L ZONE:
(A)N/A
(B) - (C) N/A
(D)STORAGE AND ACCESSORY EQUIPMENT IN OPEN AREAS WHEN ACCESSORY TO A PERMITTED USE; AND
(E)OTHER USES WHICH THE COMMISSION FINDS TO BE CONSISTENT WITH THE PURPOSES AND INTENT OF THIS ARTICLE AND WHICH ARE OF THE SAME GENERAL CHARACTER AS THE CONDITIONAL USES SET FORTH IN THIS SECTION.
A REQUEST FOR AN INTERPRETATION OF WHETHER A USE SHOULD BE ADDED TO THE LIST OF CONDITIONAL USES PURSUANT TO THIS SECTION MAY BE HEARD BY THE COMMISSION CONCURRENTLY WITH THE APPLICATION FOR THE USE PERMIT FOR THE PROPOSED USE IF THE APPLICATION IS COMPLETE AND NOTICE IS GIVEN AS REQUIRED FOR HEARING THE APPLICATION, BOTH AS AN INTERPRETATION AND AS AN APPLICATION FOR A USE PERMIT. (§ 17.64, ORD. 488, AS AMENDED BY § 10, ORD. 492, EFF. MAY 8, 1971, AND § 5, ORD. 891.82, EFF. SEPTEMBER 8, 1982)
(C)N/A

SEC. 6-2.1604.6 MAJOR USE PERMIT.
(A) N/A

SEC. 6-2.1605 HEIGHT REGULATIONS (M-L)
THE MAXIMUM HEIGHT OF STRUCTURES IN THE M-L ZONE SHALL BE FORTY-FIVE (45) FEET, EXCEPT AS PROVIDED IN SECTION 6-2.2002 AND SECTION 6- 2.2418 AND ARTICLE 24 OF THIS CHAPTER. (§ 17.24, ORD. 488, AS AMENDED BY §4, ORD. 1389, EFF. OCTOBER 29, 2009)

SEC. 6-2.1606 LOT AND YARD REQUIREMENTS (M-L)
THE FOLLOWING MINIMUM LOT AND YARD REQUIREMENTS SHALL BE OBSERVED IN THE M-L ZONE, EXCEPT WHERE CHANGED FOR CONDITIONAL USES:
(A)LOT AREA, CORNER LOTS, 10,000 SQUARE FEET, AND INTERIOR LOTS, 10,000 SQUARE FEET;
(B)LOT WIDTH, EIGHTY FEET;
(C)LOT DEPTH, 120 FEET;
(D)FRONT YARDS, TWENTY (20) FEET;
(E)SIDE YARDS, TWENTY (20) FEET; AND
(F)REAR YARDS, TWENTY (20) FEET. (§ 17.66, ORD. 488)

SEC. 6-2.1607 ADDITIONAL CONDITIONS (M-L)
THE FOLLOWING ADDITIONAL CONDITIONS SHALL BE REQUIRED IN THE M-L ZONE:
(A) OFF-STREET PARKING AND LOADING SHALL BE REQUIRED FOR ALL USES AS PROVIDED IN ARTICLE 25 OF THIS CHAPTER. (§ 17.67, ORD. 488)

ML ZONING CHECKLIST

	REQUIRED	ACTUAL
Lot Size		36,629 SF AVG LOT=437'1"=6.46'
Minimum Area	10,000 square feet	
Length to Width	4:1	436'
Minimum Width	80 feet	268'
Minimum Depth	80 feet	
Floor Area Ratio		
Maximum Allowable	0.50 FAR(The area of all floors of a building as divided by the lot area.)	9,450 / 36,629=0.246
Building Setbacks		
Major Arterial	25 feet	24'-6"
Other Streets	15 feet	4@ = 26'-10"
Adjacent to A1, RE, RRA, R-1-A, R-1-B,R-2, R-3, R-4, PDP, RP, & POS	15 feet	R1-4 -473' > 15
Adjacent to all Other Zones	8 feet	23' > 8'
Street Corner Vision Triangle		
Required	(See Zoning Ordinance, Section 17.31.010)	N/A
Structure Height		
Maximum	45 feet	28'-9"=35'
Landscaping		
Maximum	20% of the Lot Area	N/A
Criteria	See Landscape Development Guidelines	
Screening		
Storage, Work or Loading Areas Minimum	6 feet in height minimum	None
Outdoor Refuse Collection Area	6 feet in height minimum	New 6'-0" high trash enclosure
Between Incompatible Land Uses	See Landscape Development Guidelines,The Screen Canopy	New security fence - 6'-0" high
Parking		
Regular Stall	9 feet x 18 feet	
Compact Stall	8 feet x 16 feet (up to 40% of all spaces may be compact)	
Number of Stalls Required	Dependent upon Proposed Use	14400 SF per gross bldg area - 9,450/400 = 24 spaces.
Bicycle Parking	5 pace 5% or the required vehicle parking	2 Bicycle Space provided
Flood Elevation		
Finished Floor	Elevation of finished floor must be 12 inches higher than top of curb forsom of street, only for new substantial improvements or new construction	N/A

Performance Standards
Performance standards for the following will be enforced. Specific requirements are available upon request.

??	Carcinogens	??	Safety Devices
??	Flammable Materials	??	Sewer Discharges
??	Hazardous Materials	??	Smoke, Fumes and Gas
??	Noise	??	Unsafe Materials
??	Odors and Fumes	??	Vibration
??	Particulate Emissions	??	Waste
??	Radioactivity and Electrical Disturbances		

GENERAL PLAN NOTES

1. DIMENSIONS NOTED ON SITE PLAN ARE BASED UPON ORIGINAL BUILDING CONSTRUCTION DOCUMENTS DATED 01/25/1967.

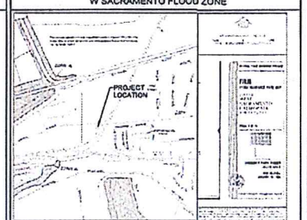
SITE PLAN GENERAL NOTES

1. NO CHANGE TO EXISTING LANDSCAPE OR PAVING AREA.

FEMA FLOOD ZONE

THE MAP SHOWS THAT THE PROPERTY IDENTIFIED WITH A RED CIRCLE) IS NOT MAPPED IN SPECIAL FLOOD HAZARD AREA (FLOOD ZONE) FOR YOLO COUNTY.

W SACRAMENTO FLOOD ZONE



THE MAP SHOWS THAT THE PROPERTY IDENTIFIED WITH A RED CIRCLE) IS NOT MAPPED IN SPECIAL FLOOD HAZARD AREA (FLOOD ZONE).

THIS AREA FOR THE CITY OF WEST SACRAMENTO IS NOT INCLUDED IN THE COUNTYWIDE FLOOD INSURANCE RATE MAP FOR YOLO COUNTY THAT WAS LAST UPDATED IN 2012. INSTEAD, THE CITY STILL USES ITS COMMUNITY-BASED FIRM FROM 1995.

SHEET INDEX

SHEET NO.	SHEET NAME
GENERAL	
G-000	PROJECT COVER
ARCHITECTURAL	
A-101	EXISTING SITE PLAN, SHEET INDEX, ZONING CRITERIA & NOTES
A-201	EXISTING FIRST & SECOND FLOOR PLANS & ROOF PLAN
A-301	EXISTING EXTERIOR ELEVATIONS & BUILDING SECTIONS
A-401	PROPOSED CONCEPTUAL PLAN

KEYNOTES PER SHEET

NOTE	DESCRIPTION
001	EXISTING DRIVEWAY
002	EXISTING CURB AND GUTTER
003	EXISTING PLANTER
004	EXISTING CONCRETE WALK
005	EXISTING WATER SERVICE
006	EXISTING GAS METER
007	EXISTING AC PAVING
008	EXISTING TRANSFORMER
009	EXISTING DUMPSTER LOCATION
010	EXISTING PAINT STRIPING
011	NEW 6 FOOT HIGH PERIMETER STEEL SECURITY CHAIN LINK FENCE WITH VINYL SLATS WITH SINGLE ARM BARB WIRE TOP
012	EXISTING ACCESSIBLE PARKING SIGN
013	EXISTING ACCESSIBLE PARKING STALL W/ PATH TO BLDG ENTRY (VAN)
014	EXISTING PROPERTY LINE, TYPICAL
015	EXISTING FIRE SPRINKLER RISER
016	EXISTING FIRE SPRINKLER CONNECTION
017	EXISTING CONCRETE PAD FOR PICNIC TABLE
020	NEW 6 FOOT HIGH CONCRETE BLOCK WALL TRASH ENCLOSURE
021	NEW ELECTRICALLY OPERATED SWING GATES
022	NEW POST MOUNTED CARD READER AND INTERCOM
023	NEW ELECTRICALLY OPERATED SLIDING SECURITY GATE
024	REPLACE LANDSCAPE AREA WITH NEW CONCRETE WALKWAY.

EXISTING BUILDING INFORMATION

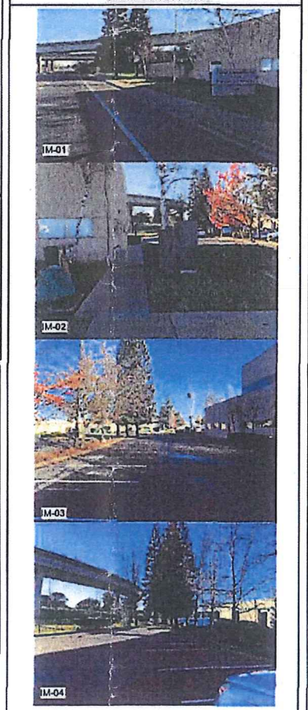
GROSS FLOOR AREA

USE GROUP	CONSTRUCTION TYPE	EXISTING BUILDING ONE STORY (1970)	EXISTING BUILDING TWO STORY (1967)	SPRINKLER PROTECTION	TOTAL FLOOR AREA	
B	TYPE V-B	4,369 S.F.	2,338 S.F.	YES	6,688 S.F.	
B	TYPE V-B		2,467 S.F.	YES	2,467 S.F.	
TOTAL BUILDING FLOOR AREA:					9,155 S.F.	
TOTAL NEW BUILDING EXPANSION AREA:					378 S.F.	
TOTAL BUILDING FOOT PRINT:					6,673 S.F.	
TOTAL LOT AREA:					36,629 S.F.	

EXISTING PARKING INFORMATION

	QUANTITY	SIZE	ADA	ADA VAN	COMMENT
REQUIRED	18			1	
	6	8'-0" x 16'-0" (STANDARD) 8'-0" x 16'-0" (COMPACT)			
EXISTING	34	8'-0" x 16'-0"	1	0	Parking count based upon original building drawings dated 01/25/1967
PROPOSED	32	8'-0" x 16'-0"	1	0	Convert ADA space to Van accessible Parking Space

EXISTING SITE PHOTOS



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DEWBERRY ARCHITECTS, INC.
1760 Challenge Oaks Drive
Suite 250
Sacramento, CA 95833
916.256.7344
916.239.7346 fax

HIGH END MEDICAL COLLECTIVE
3911 West Capitol Avenue
West Sacramento, CA 95691
CONDITIONAL USE PERMIT

SEAL

KEY PLAN

SCALE
As indicated

NO.	DESCRIPTION	DATE
	CUP SUMMITTAL	3/10/2017

REVISIONS

DRAWN BY	MM
APPROVED BY	MB
CHECKED BY	MB
DATE	March 10, 2017

TITLE
EXISTING SITE PLAN, SHEET INDEX, ZONING CRITERIA & NOTES

PROJECT NO. 50068727

A-101
SHEET NO.

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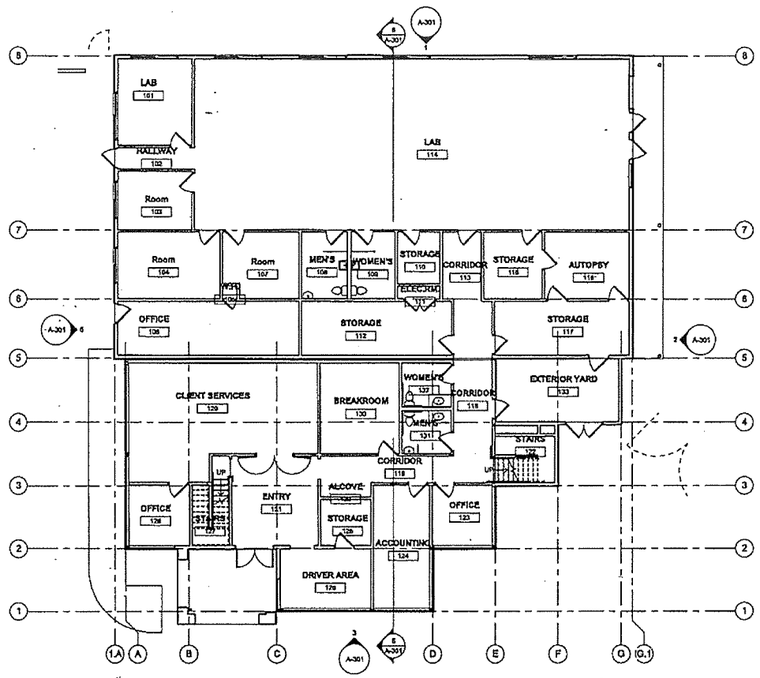
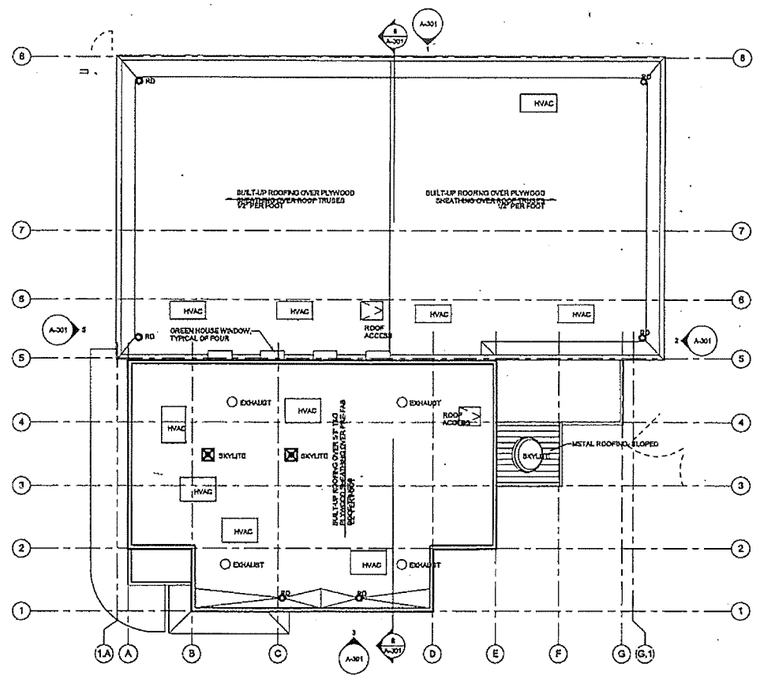
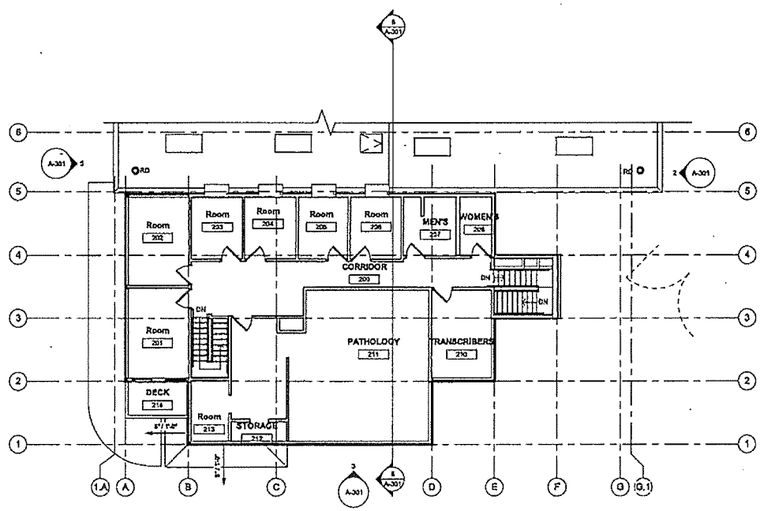


1 EXISTING FIRST FLOOR PLAN
Scale: 1/8" = 1'-0"



3 EXISTING ROOF PLAN
Scale: 1/8" = 1'-0"



2 EXISTING SECOND FLOOR PLAN
Scale: 1/8" = 1'-0"

4/6/2017 12:25 PM

Dewberry

DEWBERRY ARCHITECTS, INC.
1750 Creekside Oaks Drive
Suite 288
Sacramento, CA 95833
916.239.7944
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HIGH END MEDICAL COLLECTIVE

3911 West Capitol Avenue
West Sacramento, CA 95691

CONDITIONAL USE PERMIT

SEAL

KEY PLAN

SCALE
1/8" = 1'-0"

NO.	DESCRIPTION	DATE
	CUP SUBMITTAL	3/10/2017

REVISIONS

DRAWN BY	Author
APPROVED BY	Approver
CHECKED BY	Checker
DATE	March 10, 2017

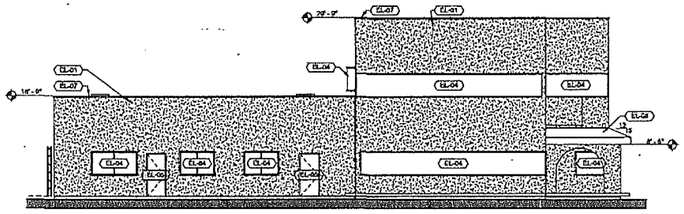
TITLE
EXISTING FIRST & SECOND FLOOR PLANS & ROOF PLAN

PROJECT NO. 50044727

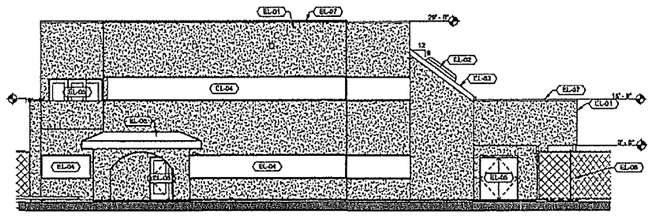
A-201

SHEET NO.

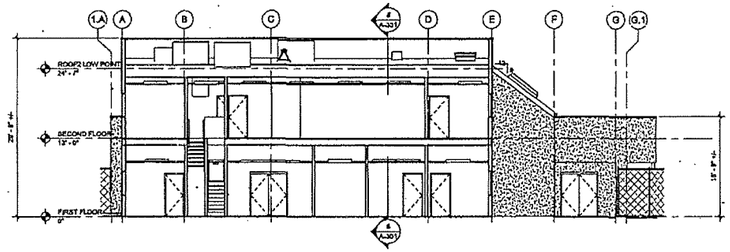
KEYNOTES PER SHEET	
NOTE	DESCRIPTION
EL-01	EXISTING CEMENT PLASTER FINISH
EL-02	EXISTING SKYLITE
EL-03	EXISTING METAL ROOFING
EL-04	EXISTING WINDOW
EL-05	EXISTING DOOR AND FRAME
EL-06	EXISTING COLUMN
EL-07	EXISTING SHEET METAL PARAPET FLASHING
EL-08	EXISTING ROOF TILES



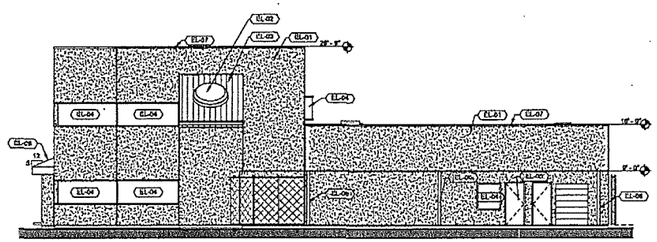
5 EXISTING WEST ELEVATION
Scale: 1/8" = 1'-0"



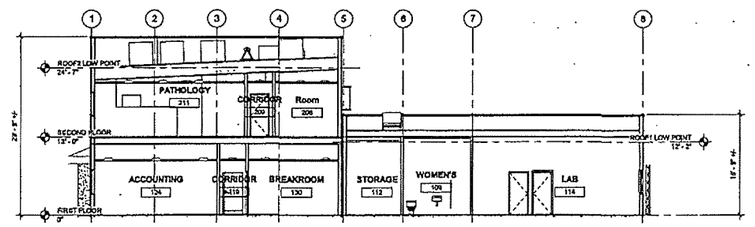
3 EXISTING SOUTH ELEVATION
Scale: 1/8" = 1'-0"



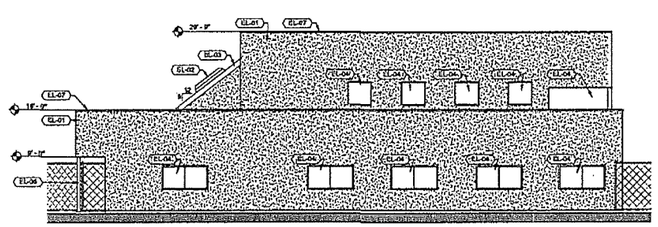
7 BUILDING SECTION - NORTH
Scale: 1/8" = 1'-0"



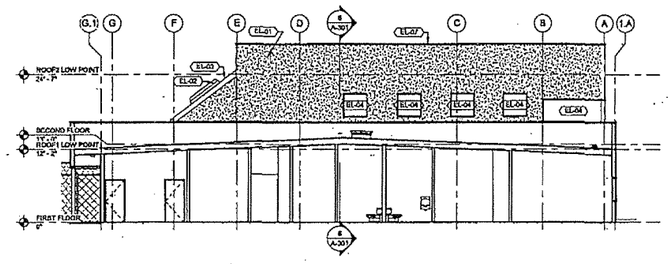
2 EXISTING EAST ELEVATION
Scale: 1/8" = 1'-0"



6 BUILDING SECTION - WEST
Scale: 1/8" = 1'-0"



1 EXISTING NORTH ELEVATION
Scale: 1/8" = 1'-0"



4 BUILDING SECTION - SOUTH
Scale: 1/8" = 1'-0"

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HIGH END MEDICAL COLLECTIVE
3911 West Capitol Avenue
West Sacramento, CA 95691
CONDITIONAL USE PERMIT

SEAL

KEY PLAN

SCALE
1/8" = 1'-0"

NO.	DESCRIPTION	DATE
	CUP SUBMITTAL	3/10/2017

REVISIONS

DRAWN BY	Author
APPROVED BY	Approver
CHECKED BY	Checker
DATE	March 10, 2017

TITLE
EXISTING EXTERIOR ELEVATIONS & BUILDING SECTIONS

PROJECT NO. 50044727

A-301

SHEET NO.

4/4/2017 1:39:27 PM


MFG
MFG
MFG
MFG
HALLWAY
102
Lab
Shipping
Lab
Lab
CORRIDOR
113
ELEC.RM.
111
Lab
Lab
A-302
1
2
A-301
Break Room
Women Locker
Mens Locker
CORRIDOR
118
Lab
STAIRS
122
CORRIDOR
119
Transition
UP
Office
ENTRY
121
STAIRS
115
R&D Lab
Admin

ATTACHMENT 5

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF WEST SACRAMENTO

AND

CALIFORNIA F.F.C.P. ORGANIZATION (dba High End Medical Products)

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is made and entered into between the CITY OF WEST SACRAMENTO, a municipal corporation ("City"), and CALIFORNIA F.F.C.P. ORGANIZATION, a California non-profit mutual benefit corporation (dba High End Medical Products) ("Developer"). City and Developer are hereinafter collectively referred to as the "Parties" and singularly as "Party."

RECITALS

A. **Authorization.** To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Government Code section 65864 et seq. (the "Development Agreement Statute"), which authorizes the City and any person having a legal or equitable interest in the real property to enter into a development agreement, establishing certain development rights in the Property, which is the subject of the development project application.

B. **Public Hearing.** On July 20, 2017, the Planning Commission of the City of West Sacramento, serving as the City's planning agency for purposes of development agreement review pursuant to Government Code section 65867, considered this Agreement and recommended approval of this Agreement to the City Council.

C. **Environmental Review.** On _____, 2017, the City Council determined that the Project (as defined herein) was categorically exempt from the California Environmental Quality Act under 2 CCR §15301 (Class 1), §15303 (Class 3), §15305 (Class 5), and §15308 (Class 8).

D. **Need for Services and Facilities.** Development and operation of the Project will result in a need for municipal services and facilities, including police and fire protection services.

E. **Contribution to Costs of Facilities and Services.** Developer agrees to make the quarterly payments set forth herein, which payment may be used by the City for any legal purpose. City and Developer recognize and agree that but for Developer's annual payment City would not and could not approve use of the Property for the Project as provided by this Agreement. City's approval of this Agreement is in reliance upon and in consideration of Developer's agreement to make the payments required hereunder.

F. **Public Benefits**. Development of the Project will result in significant public benefits, as more fully described hereinafter, including, without limitation:

1. Opportunities for local employment;

2. Implementation of Crime Prevention Through Environmental Design (CPTED) development principles during the operation and maintenance of the Property;

3. Financial support for the development of public infrastructure;

4. The furtherance of the economic development goals and objectives of the City.

G. **Developer Assurances**. In exchange for the benefits to the City in the preceding Recitals, together with the other public benefits that will result from the development of the Property, Developer will receive by this Agreement assurance that it may proceed with the Project in accordance with the items set forth herein.

H. **Consistency with General Plan.** Having duly examined and considered this Agreement and having held properly noticed public hearings hereon, in City Ordinance No. _____, the City found that this Agreement satisfies the Government Code section 65867.5 requirement of general plan consistency.

NOW, THEREFORE, in consideration of the above Recitals and mutual promises, conditions and covenants of the Parties contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

DEFINITIONS

1. Definitions. In this Agreement, unless the context otherwise requires, terms have the following meaning. Capitalized terms within the Exhibits not defined below have the meaning set out in the Exhibits.

1.1. "Adopting Ordinance" means Ordinance No. 17-xx, adopted by the City Council on _____, 2017, which approves this Development Agreement as required by the Development Agreement Law.

1.2. "Agreement" means this Development Agreement, inclusive of all Exhibits attached hereto.

1.3. "Cannabis Manufacturing Facility" has the meaning set forth in Section 17.70.020 of the Municipal Code.

1.4. "CEQA" means the California Environmental Quality Act, as set forth at California Public Resources Code, Division 13, commencing at Section 21000 and the CEQA Guidelines as set forth in Title 14 of the California Code of Regulations commencing at Section 15000.

1.5. "City" means the City of West Sacramento, including its agents, officers, employees, representatives and elected and appointed officials.

1.6. "City Manager" means the City Manager of the City of West Sacramento, or his or her designee.

1.7. "Conditional Use Permit" means the Conditional Use Permit for the Project approved by the Planning Commission on July 20, 2017, as that Conditional Use Permit may be modified or amended from time-to-time.

1.8. "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of an entity's management or policies, whether through the ownership of voting securities, by contract, or otherwise.

1.9. "Development Agreement Law" means Government Code section 65864 et seq. and the procedures and requirements for the consideration of development agreements contained in City Resolution No. 88-111, as amended by City Council Resolution No. 96-62. In the event of a conflict, the requirements of Government Code section 65864 et seq. shall control.

1.10. "Developer" means California F.F.C.P. Organization, a California non-profit mutual benefit corporation (dba High End Medical Products), together with any Successor duly approved by the City in accordance with the terms of this Agreement.

1.11. "Effective Date" means that day on which the Adopting Ordinance shall be effective. The Adopting Ordinance shall be effective thirty (30) days after its adoption by the City Council, unless the Adopting Ordinance becomes subject to a qualified referendum, in which case, the Effective Date shall be the day after the referendum election, if the Adopting Ordinance is approved by a majority of the voters. Litigation filed to challenge the Adopting Ordinance or this Agreement shall not affect the Effective Date, absent a court order or judgment overturning or setting aside the Adopting Ordinance, or staying the Effective Date, or remanding the Adopting Ordinance to the City. Notwithstanding the foregoing, this Agreement shall not become effective until fully executed.

1.12. "Facility" means the physical improvements to the Property used by Developer for the conduct of its operations.

1.13. "Fees" means all charges, expenses, costs, monetary exactions and any other monetary obligations imposed on Developer by the City, other than assessments or regular or special taxes and shall not be limited to fees paid pursuant to this Agreement.

1.14. "General Plan" means the General Plan of the City including the text and maps, as approved by the City in 2016, plus any other General Plan amendments approved by the City on or before the Effective Date.

1.15. "Gross Receipts from Operations" means total revenue actually received or receivable from operation of the Facility, including: all sales; the total amount of compensation actually received or receivable for the performance of any act or service, of whatever nature it may be, for which a charge is made or credit allowed, whether or not such act or service is done as part of or in connection with the sale of materials, goods, wares or merchandise; and gains realized from trading in stocks or bonds, interest discounts, rents, royalties, fees, commissions, dividends, or other remunerations, however designated. Included in "gross receipts" shall be all receipts, cash, credits and property of any kind or nature, without any deduction therefrom on account of the cost of the property sold, the cost of materials used, labor or service costs, interest paid or payable, or losses or other expenses whatsoever, except that the following shall be excluded therefrom:

1.15.1. Cash discounts allowed and taken on sales;

1.15.2. Credit allowed on property accepted as part of the purchase price and which property may later be sold, at which time the sales price shall be included as "gross receipts";

1.15.3. Any tax required by law to be included in or added to the purchase price and collected from the consumer or purchaser;

1.15.4. Such part of the sale price of property returned by purchasers upon rescission of a contract of sale as is refunded either in cash or by credit;

1.15.5. Receipts of refundable deposits, except that such deposits when forfeited and taken into income of the business shall not be excluded.

The intent of this definition is to ensure that in calculating the payment required under Section 9.1, all sales of cannabis products are captured, regardless of whether the product is shipped directly from the Facility to a consumer, retailer or wholesaler, or to a distribution facility that then distributes the product to the consumer, retailer or wholesaler. This definition shall therefore be given the broadest possible interpretation consistent with this intent.

1.16. "Law" means the case law, ordinances, statutes, rules, regulations, or any order, decree or directive of any court or any local, regional, state or federal government agency, unless the context suggests a different meaning.

1.17. "Municipal Code" means the Municipal Code of the City of West Sacramento.

1.18. "Planning Commission" means the City of West Sacramento Planning Commission.

1.19. "Project" means the physical improvement and use of the Property as a Cannabis Manufacturing Facility. The "Project" is further defined in **Exhibit A** to this Agreement, and supplemented by the provisions of this Agreement and the Public Safety and Security Plan.

1.20. "Project Approvals" means the entitlements that are the subject of this Agreement, consisting of the following land use approvals:

1.20.1. The Conditional Use Permit;

1.20.2. This Development Agreement, as adopted on _____, 2017, by City Ordinance No. 17-__ (the "Adopting Ordinance").

1.21. "Property" means that certain real property located at 3911 West Capitol Avenue, in the City of West Sacramento, County of Yolo, consisting of an approximately 38,528 square foot building. A legal description of the Property is contained in **Exhibit B.**

1.22. "Property Lease" means that certain "Industrial Lease Agreement" dated August 1, 2017, by and between Developer as lessee and Linda M. Parisi, as lessor, as the Industrial Lease Agreement may be amended from time-to-time.

1.23. "Public Safety and Security Plan" has the meaning set forth in Section 9.2.1.

1.24. "Successor" or "Successor in Interest" means any subsequent entity or individual that acquires all or any portion of Developer's leasehold interest in the Property; provided, however, that no Successor shall acquire any rights pursuant to this Agreement unless

and until that Successor is approved by the City and complies with all applicable requirements of Section 14.1 of this Agreement.

AGREEMENT

1. **Incorporation of Recitals.** The Recitals and all defined terms set forth above are hereby incorporated into this Agreement as if set forth herein in full.

2. **Description of the Project.** The Project consists of the use of the Property as a Cannabis Manufacturing Facility. Developer's operations are more fully described in **Exhibit A**. Developer shall ensure that the Facility is operated in accordance with **Exhibit A** at all times.

3. **Description of Property.** The Property, which is the subject of this Agreement, is defined in Section 1.50 ("Property") and described in **Exhibit B**.

4. **Relationship of City and Developer.** This Agreement is a contract that has been negotiated and voluntarily entered into by City and Developer. It is agreed among the parties that the Project is a private development and that the relationship of the Developer and City is and at all times shall remain solely that of the City as a regulatory body and the Developer as the business owner. The City and Developer hereby renounce the existence of any form of joint venture or partnership between them, and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making the City and Developer joint venturers or partners.

5. **Representations, Warranties and Acknowledgments.**

5.1. **Interest in Property**. Developer represents and warrants that as of the Effective Date, Developer is the lessee of the Property under the terms of the Property Lease and as such holds a legal interest in and to the Property. Developer further represents that all persons holding legal or equitable interest in the Property have consented to the Agreement.

5.2. **Authority**. The Parties represent and warrant that the persons signing this Agreement are duly authorized to enter into and execute this Agreement on behalf of their respective principals. Developer has provided to City that certain letter from the owner of the Property to City executed by the Property owner on June 26, 2017, by which the owner has consented to this Agreement and to the recordation of a Memorandum of this Agreement against Developer's leasehold interest in the Property, as required by the Development Agreement Law.

5.3. **Brokers**. The Parties represent and warrant that they have had no dealings with any real estate broker or agent in connection with the negotiation of this Agreement, and that they know of no other real estate broker or agent who is entitled to a commission in connection with this Agreement. In the event any real estate broker or agent shall come forward and claim the right to a commission or other form of compensation in connection with this Agreement, Developer shall indemnify, defend and hold harmless the City in accordance with Section 13.1.

5.4. **Procedures and Requirements**. The Parties acknowledge that this Agreement is subject to the procedures for approval, amendment and administration set forth in the Development Agreement Law.

6. Effective Date and Term.

6.1. **Effective Date.** The effective date of this Agreement means the date defined at Section 1.29 of this Agreement.

6.2. **Term.** The term of this Agreement shall commence on the Effective Date and shall continue in force until the first to occur of the following events: 1) this Agreement is terminated in accordance with terms set forth herein; or 2) Developer no longer has a legal interest in the Property and has ceased all operations on the Property.

6.3. **Termination by Mutual Consent**. This Agreement may be terminated in whole or in part by the mutual written consent of all the Parties.

6.4. **Termination for Failure to Obtain or Maintain Required State or Local Licenses**. If Developer fails to obtain or maintain in effect all state and local licenses required for the Project in accordance with Section 8.3.2, City may terminate this Agreement.

6.5. **Termination Resulting from Governmental Action**. In the event legal action is initiated or threatened by any governmental jurisdiction other than the City on the grounds that approval or implementation of this Agreement (or any part) constitutes a violation of state or federal law, and the parties are unable to reach agreement between themselves and the governmental jurisdiction on amendments to this Agreement that will resolve the dispute and still preserve the material terms of this Agreement, then either party may terminate this Agreement without compliance with the Default Procedures set forth in Section 12. If this Agreement is terminated pursuant to this section, Developer shall immediately cease operations at the Facility, the Conditional Use Permit shall be automatically terminated, and the Parties shall have no further rights or obligations under this Agreement (other than the rights under Section 13, which survive termination.)

6.6. **Termination Upon Surrender or Revocation of Conditional Use Permit.** If the Developer voluntarily surrenders the Conditional Use Permit, or if the Conditional Use Permit is revoked by the City, then Developer shall immediately cease operations at the Property and this Development Agreement shall terminate automatically, without further action required by either party. In such an event, Developer waives the default procedures set forth in Section 12 of this Agreement, including the notice and cure rights contained therein, and the Parties shall have no further rights or obligations under this Agreement (other than the rights under Section 13, which survive termination.).

6.7. **Effect of Termination**. This Agreement was entered into by the Parties for the limited purpose of setting forth certain terms and conditions concerning the proposed development and operation of the Project in a manner that is consistent with the Project Approvals. Accordingly, nothing contained herein is intended or shall be construed to grant to Developer any rights in connection with the future development or operations of the Property, except for those rights set forth in the Collective Standards and in this Agreement.

7. Development of the Project.

7.1. **Development Rights**. This Agreement was entered into by the Parties for the limited purpose of setting forth certain terms concerning the development and use of the Property by Developer. Accordingly:

7.1.1. Developer acknowledges that it has no existing "vested rights" (as that term is used in California land use law) concerning the Property or the Project.

7.1.2. Nothing contained herein is intended or shall be construed to grant to Developer any rights in connection with the future development or use of the Property, and the Parties agree that development and use of the Property shall be governed by the land use and other regulations in effect at the time of development and operation.

7.1.3. Except as expressly provided herein, nothing contained in this Agreement is intended or shall be construed to affect in any way the permitted uses of the Property, the density and intensity of use, the maximum height and size of buildings, or the reservation or dedication of land for public purposes which shall continue to be governed by the City's General Plan, the City's zoning code, and all other entitlements and ordinances now existing or which may be amended or enacted in the future.

7.1.4. The City expressly reserves the right to adopt and apply regulations to protect the City and its citizens from immediate risks to health and safety. The Developer hereby agrees that any regulation imposed by the City with respect to flood protection adopted in response to federal, state, or local guidelines, regulations, or directives, including without limitation the implementation of a moratorium on development activities, shall be deemed necessary to protect the public health and safety.

7.2. **Referendum**. Developer acknowledges that the Adopting Ordinance, which is a legislative land use approval, is potentially subject to referendum. Notwithstanding anything in this Agreement to the contrary, Developer shall not acquire a vested right to any legislative land use approval (or to any amendment thereto): (1) while such approval or amendment is still potentially subject to referendum or (2) in the event that such approval or amendment is reversed by referendum.

8. Applicable Rules, Regulations, Fees and Official Policies.

8.1. **Rules Regarding Design and Construction.** Unless otherwise expressly provided in this Agreement, all other ordinances, resolutions, rules, regulations and official policies governing design, improvement and construction standards and specifications, applicable to the Project and to public improvements to be constructed by the Developer shall be those in force and effect at the time the applicable permit approval is granted.

8.2. **Uniform Codes Applicable.** Unless otherwise expressly provided in this Agreement, any improvements to the Property undertaken by Developer shall comply with the California Building Standards Codes, Title 24 of the California Code of Regulations, as adopted and amended by the City, as the same shall be in effect as of the time of approval of the permit in question. Such improvements shall also comply with the provisions of the California Mechanical, Plumbing, Electrical and Fire Codes, and City standard construction specifications, in effect at the time of approval of the appropriate permits for the improvements. If no permit is required for a given improvement, such

improvement will be constructed in accordance with said Codes in effect in the City as of the commencement of construction of such improvement.

8.3. **Laws and Regulations Applicable to Cannabis Activities; Obtaining and Maintaining Required Licenses**.

8.3.1. **General.** Developer shall at all times comply fully with all existing and future state and local rules applicable to Developer's activities on the Property, and shall ensure such compliance by all of Developer's employees, contractors, vendors, and members of the public invited or allowed access to the Property.

8.3.2. **Licensure of Operations.** Developer shall promptly apply for and obtain all State licenses required for the operations described in **Exhibit A**, as well as any local licenses required in the future by the City. Failure to obtain required state licenses within twelve (12) months following the date when the relevant state agencies begin accepting applications for such licenses, and failure to maintain required state or city licenses during the term of this Agreement, shall constitute a default under this Agreement and shall be grounds for termination.

8.4. **Fees, Dedications, Assessments and Taxes**.

8.4.1. **Payment of Development Impact and Other City Fees, Taxes, and Assessments**. Developer shall pay all impact and other City fees, taxes and assessments when due.

8.4.2. **Other Public Agencies.** Nothing in this Agreement is intended to govern the authority of other public agencies to impose fees.

8.4.3. **Public Works and Community Development.** Any public improvements and work performed by Developer in connection with the Project shall be to the satisfaction of the City Engineer and acceptance by the City Council (or by the City Engineer, if the City Council delegates authority to accept public improvements to the City Engineer).

9. Additional Developer Obligations.

9.1. **Payments to City.**

9.1.1. **Payment Required.** Developer shall make quarterly payments to the City equal to 5.0% of Developer's Gross Receipts from Operations between $0 to $50 million plus 2.5% of Gross Receipts from Operations exceeding $50 million. Payments shall be made within 10 business days of the end of each quarter, and shall be accompanied by such documentation as may be reasonably required by the City. This documentation will include (but may not be limited to) the transportation manifests for cannabis products received at or transported from the Facility, documentation produced in connection with the State of California's "track-and-trace" system for cannabis, and an accounting of Gross Receipts from Operations during the previous quarter. Late payments shall include interest at the maximum rate allowed by law. Failure to make any payment required by this Agreement when due shall be a material breach of the Agreement.

9.1.2. **Reporting of Gross Receipts from Operations.**

(a) Quarterly Receipts. No later than January 1, 2018, and the last day of each subsequent quarter during the Term hereof, Developer shall deliver to City a report (the "Quarterly Report") showing (i) Gross Receipts from Operations for the immediate prior quarter received by Developer, and a cumulative total of all amounts of Gross Receipts from Operations received by Developer for the calendar year, (ii) a calculation of the quarterly payment due to City for the prior quarter, and (iii) a calculation of the cumulative total of all quarterly payments for the calendar year.

(b) Statements of Receipts. Developer shall keep complete, accurate and appropriate books and records of all receipts from operations in accordance with generally accepted accounting principles. For purposes herein "books and records" shall mean all bookkeeping or accounting documents Developer utilizes in managing its business operations relating to the Project. Such books and records, as well as all other relevant documents as City shall reasonably require, shall, upon reasonable written notice, be open for inspection by City, its auditors or other authorized representatives. If, at any time during the Term, such books and records prove inadequate in the reasonable judgment of City to record the Gross Receipts from Operations as herein required, Developer shall, upon the written request of City, procure and maintain such books and records as shall be of a character and form adequate for such purpose. City shall have the right to audit and examine such books, records and documents and other relevant items in the possession of Developer, but only to the extent necessary for a proper determination of Gross Receipts from Operations, and all such books, records, documents and other items shall be held available for such audit and examination. Upon request by the City, Developer shall make all such books, records and documents available to the City, and provide removable copies thereof, within thirty (30) of the date of the City's request. The cost for any audit shall be shared equally by the Parties. Developer shall preserve such books, records, documents, and other items in West Sacramento for a period of not less than seven (7) years for the purpose of auditing or re-auditing these accounts upon reasonable notice; except that, if an audit is made within the seven-year period and Developer claims that errors or omissions have occurred, the books and records shall be retained and made available until those matters are resolved. City shall keep strictly confidential all statements of revenue furnished by Developer and all other information concerning Developer's operation of the Premises obtained by City as a result of the inspection, audit and examination privileges of City hereunder, except as otherwise required by law. If City receives a request for such information pursuant to the Public Records Act (California Government Code Section 6250 et seq.), City shall provide Developer notice of any such request prior to disclosing any such information. Within seven (7) years after the receipt of any statement of receipts under this Agreement, City at any time shall be entitled to carry out an audit of such revenue either by City or agent to be designated by City. If it shall be determined as a result of such audit that there has been a deficiency in any payment due under this Agreement made on the basis of such statement, then such deficiency shall become immediately due and payable. If such statement of revenue for the relevant year shall be found to have understated receipts by more than two percent and City is entitled to any additional payment as a result of said understatement, then Developer shall, in addition, pay all of City's reasonable costs and expenses connected with such audit, including the expense incurred in retaining such agent; otherwise City shall bear the cost and expense of such audit.

(c) Copies of Tax Filings. Developer shall provide City with copies of any reports Developer is required to provide to the County of Yolo or the State of California for sales, use or other tax purposes.

9.1.3. **Applicability of Future Revenue Mechanisms.** During the term of this Agreement, if the City imposes an alternative revenue mechanism specifically related to cannabis operations (e.g. a cannabis tax), developer agrees to pay to City the greater of the payment required under such alternative revenue mechanism or the payment required by this Section. As used in this Section, "alternative revenue mechanisms" do not include taxes, fees, or assessments levied on or collected from both cannabis and non-cannabis operations. Payments required by revenue mechanisms that are not limited to cannabis operations shall be in addition to, and not in lieu of, payments under this Section.

9.2. Public Safety and Security.

9.2.1. **Public Safety and Security Plan.** Prior to acceptance of any cannabis product at the Facility, and prior to the commencement of Project operations at the Facility, Developer shall have prepared and submitted to City a Public Safety and Security Plan ("Plan") acceptable to the City in the reasonable exercise of City's discretion. The Plan shall include and address all aspects of public safety and security, including but not limited to the following interior and exterior security and fire/life safety issues:

(a) Physical security measures, including perimeter fencing, security cameras and other monitoring equipment, and internal security controls.

(b) Implementation of CPTED (Crime Prevention Through Environmental Design) measures.

(c) Protocols for manufacturing cannabis concentrates and extracts using supercritical CO2 extraction techniques and volatile solvent-based post-processing methods, and for loading and unloading, storage, and transportation of cannabis products. These protocols shall be evaluated and approved by a third-party expert that has been approved in advance in writing by the City.

At least annually, and at other times upon request by either party, Developer and City staff shall meet to review the Plan and operations of the Facility. Developer shall promptly revise the Plan to address deficiencies identified by Developer or the City (e.g. major incidents, high volume of calls for service, etc.) so that the Facility is operated at all times in a manner that ensures the safety and security of the public and Developer's employees, and the physical security of the Facility and products stored therein.

9.2.2. **Signage.** Signage for the Project and Facility shall conform to the requirements of the City's Sign Ordinance (Chapter 17.33). In addition, Developer agrees that Project signage shall include nothing, in word or symbol, identifying the fact that the Property is used for cannabis-related activities.

9.2.3. **Vehicles.** No vehicle owned or operated by the Developer, or used for the transportation of product or individuals associated with the Facility, shall include markings (in words or symbols) identifying the vehicle as a vehicle used for cannabis-related activities unless otherwise required by law.

9.2.4. **Reporting of Incidents**. Developer shall promptly report to the police department breaches of security and criminal activities occurring at the Facility. Developer shall promptly report to the fire department incidents involving the release, spill or

unauthorized discharge of hazardous materials according to all local, state and federal requirements, which shall include, but not be limited to:

California Fire Code 401.3: Emergency responder notification. Notification of emergency responders shall be in accordance with Sections 401.3.1 through 401.3.3.

CFC 401.3.1 Fire events. In the event an unwanted fire occurs on a property, the owner or occupant shall immediately report such condition to the fire department.

CFC 401.3.2 Alarm activations. Upon activation of a fire alarm signal, employees or staff shall immediately notify the fire department.

CFC 401.3.3 Delayed notification. A person shall not, by verbal or written directive, require any delay in the reporting of a fire to the fire department.

CFC 5003.3.1 Unauthorized discharges. When hazardous materials are released in quantities reportable under state, federal or local regulations, the fire code official shall be notified and the following procedures required in accordance with Sections 5003.3.1.1 through 5003.3.1.4.

Municipal Code 8.18.530. Reporting unauthorized release of hazardous materials. As soon as a permittee or employee thereof or any person who is required to have a permit, has reason to conclude that there may have occurred an unauthorized release of a hazardous material, such person shall take all necessary steps to ensure the discovery, containment and clean-up of such release and shall immediately notify the [fire] department of the occurrence.

9.3. **Notification to City of Intent to Relocate**. Developer shall provide City with ninety (90) days written notice prior to relocating operations within or outside of the City.

10. Amendment. This Agreement may be amended in writing from time to time by mutual consent of the Parties hereto and in accordance with the procedures required by the Development Agreement Law.

11. Annual Review of Agreement.

11.1. **Review Date.** The annual review date of this Agreement (the "Review Date") as required by Development Agreement Law shall be approximately twelve (12) months from the Effective Date and every twelve (12) months thereafter.

11.2. **Procedures.** The procedures for annual review shall be as set forth in the Development Agreement Law.

11.3. **Fee for Annual Review.** The reasonable cost for the City's annual review of this Agreement shall be paid by Developer, not to exceed the actual costs incurred by the City in connection with the review.

12. Default.

12.1. **Default.** The failure of either party to perform any obligation or duty under this Agreement within the time required by this Agreement shall constitute an event of default.

(For purposes of this Agreement, a Party asserting that the other Party is in default shall be referred to as the "Complaining Party" and the other Party shall be referred to as the "Defaulting Party.")

12.2. **Notice.** The Complaining Party may not place the Defaulting Party in default unless it has first given written notice to the Defaulting Party, specifying the nature of the default and the manner in which the default may be cured, if known to the Complaining Party. Any failure or delay by the Complaining Party in giving such notice shall not waive such default or waive any of the Complaining Party's remedies.

12.3. **Cure.** The Defaulting Party shall have thirty (30) days from the receipt of notice to cure the default. In the case of monetary defaults (e.g. failure to make the payments required by Section 9.1.1), any default must be cured completely within this thirty (30) day period. In the case of non-monetary defaults, if the default cannot be reasonably cured within such time, the default shall be deemed cured if: (1) the cure is commenced at the earliest practicable date following receipt of notice; (2) the cure is diligently prosecuted to completion at all times thereafter; (3) at the earliest practicable date (but in no event later than thirty (30) days after receiving the notice of default), the Defaulting Party provides written notice to the Complaining Party that the cure cannot be reasonably completed within such thirty (30) day period; and (4) the default is cured at the earliest practicable date, but in no event later than one hundred and twenty (120) days after receipt of the first notice of default.

12.4. **Remedies.** If the Defaulting Party fails to cure a default in accordance with the foregoing, the Complaining Party shall have the right to terminate this Agreement upon notice to the Defaulting Party and the Complaining Party may pursue all remedies available by law or in equity, including specific performance and injunctive relief.

12.5. **Additional Procedures and Remedies.** The Parties acknowledge that the foregoing default procedures and remedies are in addition to, and not in lieu of, the procedures and remedies set forth in City Council Resolutions 88-111 and 96-62, and Developer waives the argument that any default taken against Developer is not valid for failing to comply with the procedures and remedies set forth in City Council Resolutions 88-111 and 96-62.

12.6. **Waiver of Damages.** Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge that the City would not have entered into this Agreement had it been exposed to liability for damages from Developer, and that therefore, Developer hereby waives all claims for damages against the City for breach of this Agreement. Developer further acknowledges that under the Development Agreement Law, land use approvals (including development agreements) must be approved by the City Council and that under law, the City Council's discretion to vote in any particular way may not be constrained by contract. Developer therefore waives all claims for damages against the City in the event that this Agreement or any Project Approval is: (1) not approved by the City Council or (2) is approved by the City Council, but with new changes, amendments, conditions or deletions to which Developer is opposed. Developer further acknowledges that as an instrument which must be approved by ordinance, a development agreement is subject to referendum; and that under law, the City Council's discretion to avoid a referendum by rescinding its approval of the underlying ordinance may not be constrained by contract, and Developer waives all claims for damages against the City in this regard.

12.7. **Effect of Termination of Agreement on Conditional Use Permit.** Developer agrees that termination of this Agreement in accordance with this Section 12 shall also result in the automatic termination of the Conditional Use Permit.

13. Insurance and Indemnity.

13.1. Indemnification, Defense and Hold Harmless. Developer shall indemnify, defend, and hold harmless to the fullest extent permitted by law, the City and its officer, officials, consultants and employees ("Indemnitees") from and against any and all claims, liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with the Project, the Project Approvals or the Property (including any challenge to the validity of any provision of this Agreement or the Project Approvals, or Developer's failure to comply with any of its obligations in this Agreement, or Developer's failure to comply with any current or prospective Law); provided, however, that Developer shall have no obligations under this section for such loss or damage which was caused by the sole negligence or willful misconduct of the City. This indemnification obligation shall survive this Agreement and shall not be limited by any insurance policy, whether required by this Agreement or otherwise.

13.2. Insurance.

13.2.1. **Public Liability and Property Damage Insurance.** At all times that Developer is constructing any improvements to the Property, Developer shall maintain in effect a policy of comprehensive general liability insurance with a per-occurrence combined single limit of five million dollars ($5,000,000) and a deductible of not more than fifty thousand dollars ($50,000) per claim. The policy so maintained by Developer shall name the City as an additional insured and shall include either a severability of interest clause or cross-liability endorsement.

13.2.2. **Pollution Liability and Clean-Up**. At all times that Developer is engaging in activities that involve the storage or use of volatile chemicals, Developer shall maintain in effect a policy of pollution liability and clean-up insurance with a per-occurrence combined single limit of five million dollars ($5,000,000) and a deductible of not more than fifty thousand dollars ($50,000) per claim. The policy shall cover liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred. Coverage shall be provided for both work performed on site, as well as during the transport of hazardous materials. The policy so maintained by Developer shall name the City as an addition insured and shall include either a severability of interest clause or cross-liability endorsement.

13.2.3. **Workers' Compensation Insurance.** At all times that Developer is constructing any improvements, Developer shall maintain workers' compensation insurance for all persons employed by Developer for work at the Project site. Developer shall require each contractor and subcontractor similarly to provide workers' compensation insurance for its respective employees. Developer agrees to indemnify the City for any damage resulting from Developer's failure to maintain any such insurance.

13.2.4. **Evidence of Insurance.** Prior to commencement of construction of any improvements, Developer shall furnish City satisfactory evidence of the insurance required by this Sections 13.2 and evidence that the carrier is required to give the City at least

fifteen (15) days prior written notice of the cancellation or reduction in coverage of a policy. The insurance shall extend to the City, its elective and appointive boards, commissions, officers, agents, employees and representatives and to Developer performing work on the Project.

14. Assignment and Transfers of Rights and Interest; Binding Effect on Successors.

14.1. Assignment.

14.1.1. **Assignment of Rights Under Agreement**. Developer may not transfer or assign its interests under this Agreement, in whole or in part, without the prior written consent of the City, which may be withheld for any reason. No such assignment shall be effective until execution and delivery by Developer and the assignee of an assignment substantially in the form attached hereto as **Exhibit D**.

14.1.2. **Subsequent Assignments.** Any Successor may assign its rights under this Agreement by complying with the procedures set forth in this Agreement.

14.2. **Transfer of Control.** No change in Developer's ownership or in the composition of Developer's ownership shall be made, and no transfer or sub-lease of the Lease Agreement shall be made, without providing the City with prior written notice. If the change, transfer or sub-lease changes Control over the use of the Property, the operations of Developer, or the actions or activities of Developer, then the prior written consent of the City must be obtained before the change, transfer or sub-lease, which consent may be withheld for any reason.

14.3. **Transferability to New Location.** In the event Developer moves operations from the Property to another location within the City, Developer agrees that the City may require that the rights and obligations set forth in this Agreement transfer to the new location. Developer and City agree to work cooperatively and collaboratively on any amendments to this Agreement that may be necessary in view of the transfer of Developer's operations to the new location.

14.4. **Runs with the Land.** Except as otherwise provided in this Agreement, and for so long as this Agreement remains in effect, all of the provisions, rights, terms, covenants, and obligations contained in this Agreement shall be binding upon the Parties and their respective heirs, successors and assignees, representatives, sub-lessees, and all other persons acquiring the Developer's interest in the Property, whether by operation of law or in any manner whatsoever; provided that no successor or assignee of Developer may obtain the benefits hereunder unless the City has consented to assignment of those rights as set forth in Section 14.1. All of the provisions of this Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to applicable laws, including, but not limited to, Section 1466 of the Civil Code of the State of California. Each covenant to do, or refrain from doing, some act on the Property hereunder, or with respect to any leasehold interest in the Property: (a) is for the benefit of such properties and is a burden upon such properties; (b) runs with such properties; and (c) is binding upon each Party and each successive owner during its ownership of such leasehold interest in the Property or any portion thereof, and shall be a benefit to and a burden upon each Party and its property hereunder and each other person succeeding to an interest in such properties.

15. Miscellaneous.

15.1. **Estoppel Certificate.** Either Party may at any time request the other Party to certify in writing that: (1) this Agreement is in full force and effect; (2) this Agreement has not been amended except as identified by the other Party; and (3) to the best knowledge of the other Party, the requesting Party is not in default, or if in default, the other Party shall describe the nature and any amount of any such default. The other Party shall use its best efforts to execute and return the estoppel certificate to the requesting Party within thirty (30) days of the request. The City Manager shall have authority to execute such certificates on behalf of the City.

15.2. **Recordation.** This Agreement shall not be operative until recorded with the Yolo County Recorder's office. Developer shall record this Agreement against the Property at its expense with the County Recorder's office within ten (10) days of the Effective Date, and shall cause any amendment to this Agreement or any instrument affecting the term of this Agreement to be recorded within ten (10) days from date on which the same become effective. Any amendment to this Agreement or any instrument affecting the term of this Agreement which affect less than all of the Property shall contain a legal description of the portion thereof that is the subject of such amendment or instrument. Alternatively, Developer and City may execute the instrument entitled "Memorandum of Development Agreement" attached hereto as **Exhibit E**, which shall be recorded against the Property, in lieu of recording the entire Agreement.

15.3. **Notices.** All notices required by this Agreement or the Development Agreement Law shall be in writing and personally delivered or sent by certified mail, postage prepaid, return receipt requested.

Notice required to be given to the City shall be addressed as follows:

CITY OF WEST SACRAMENTO
1110 West Capitol Avenue
West Sacramento, CA 95691
ATTN: City Manager
(916) 617-4500

with copies to:
KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD
Attn: Jeffrey Mitchell
400 Capitol Mall, 27th Floor
Sacramento, CA 95814
(916) 321-4500

Notice required to be given to the Developer shall be addressed as follows:

HIGH END MEDICAL PRODUCTS
3911 West Capitol Avenue
West Sacramento, CA 95691

Either Party may change the address stated herein by giving notice in writing to the other Party, and thereafter notices shall be addressed and transmitted to the new address. All notices

shall be deemed received on the earlier of the date that personal delivery is effected or the date shown on the return receipt.

15.4. **References to Municipal Code.** This Agreement contains references to articles and sections of the City's Municipal Code. If, after the Effective Date, the City amends or renumbers its Municipal Code, then the references in this Agreement shall be understood to apply to the amended or renumbered Municipal Code

15.5. **Construction of Agreement**. The provisions of this Agreement and the Exhibits hereto shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions hereof, in order to achieve the objectives and purpose of the parties hereunder. The captions preceding the text of each Article, Section, and subsection hereof are included only for convenience of reference and shall be disregarded in the construction and interpretation of this Agreement. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neuter genders and vice versa.

15.6. **Third Party Beneficiaries.** This Agreement is entered into for the sole benefit of the Parties and any Successors. No other party shall have any cause of action or the standing to assert any rights under this Agreement.

15.7. **Attorneys' Fees and Costs in Legal Actions by Parties to the Agreement.** Should any legal action be brought by either Party for breach of this Agreement or to enforce any provisions herein, each Party shall bear its own costs (including attorneys' fees) and neither Party shall be entitled to recover such costs from the other Party.

15.8. **Liability of City Officials.** No City official or employee shall be personally liable under this Agreement.

15.9. **Delegation.** Any reference to any City body, official or employee in this Agreement shall include the designee of that body, official or employee, except where delegation is prohibited by law.

15.10. **Severability.** Should any provision of this Agreement be found invalid or unenforceable by a court of law, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

15.11. **Integration.** This Agreement constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersedes any previous oral or written agreement. This Agreement may be modified or amended only by a subsequent written instrument executed by all of the Parties.

15.12. **Counterparts.** This Agreement may be signed in one (1) or more counterparts, and will be effective when the Parties have affixed their signatures to counterparts, at which time the counterparts together shall be deemed one (1) original document; provided, however, that all executed counterparts are provided to the City Clerk.

15.13. **Interpretation.** The Parties acknowledge that this Agreement has been negotiated by both Parties and their legal counsel and agree that this Agreement shall be interpreted as if drafted by both Parties.

15.14. **Inconsistency.** In the event of any conflict or inconsistency between the provisions of this Agreement and the Project Approvals or Exhibits, this Agreement shall prevail.

15.15. **Incorporation.** The Recitals, Exhibits, and all defined terms in this Agreement are part of this Agreement.

15.16. **Applicable Law and Venue.** This Agreement shall be construed and enforced in accordance with the laws of the State of California without regard to principles of conflicts of law. In the event of litigation arising under this Agreement, venue shall reside exclusively in the Superior Court of the County of Yolo or, in the event of federal litigation, the Eastern District of California.

15.17. **Time of the Essence.** Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the Parties hereto are executing this Agreement on the dates set forth below, to be effective as of the Effective Date.

"CITY"

CITY OF WEST SACRAMENTO,
a municipal corporation

By:_____
Name: Christopher Cabaldon
It's: Mayor

Dated: _____, 2017

"DEVELOPER"

CALIFORNIA F.F.C.P. ORGANIZATION,
a California non-profit mutual benefit corporation

By:_____
Name: Erica M. Graves
Its: CEO

Dated: _____, 2017

ATTEST:

_____
Kryss Rankin,
City Clerk

APPROVED AS TO FORM:

_____

Jeffrey Mitchell,
City Attorney

List of Exhibits:

Exhibit A: Project Description
Exhibit B: Legal Description of the Property
Exhibit C: Form of Assignment and Assumption Agreement
Exhibit D: Memorandum of Development Agreement

Exhibit A

Project Description

High End Medical proposes to operate a legal Cannabis manufacturing facility located at 3911 West Capitol Avenue, West Sacramento, California. The basic description of High End Medical is to initiate the development of a medical cannabis concentrate facility using hydrocarbon extraction/volatile solvents. This will require a Type 7 State license under the Medicinal and Adult Use Cannabis Regulation and Safety Act (MAUCRSA, SB 94). High End Medical intends to produce finished products such as vaporizers, oils, tinctures, capsules and concentrates. Consistent with the State's regulatory framework, High End Medical will purchase raw material through licensed cannabis producers and will sell the finished product to licensed distributors. Operations will not include cultivation, distribution or dispensing of cannabis products directly to patients. High End Medical intends at this venture to primarily serve the medical market. For purposes of sales taxes, all purchases and sales of cannabis products will be booked through High End Medical's West Sacramento facility.

Until the City of West Sacramento promulgates operational standards for the manufacturing of cannabis concentrates, High End Medical will adopt current best management and production practices using the FOCUS Standards (Foundation of Cannabis Unified Standards). With the partnering of FOCUS, we have developed detailed standards to guide our company to demonstrate management responsibility, worker training and safety, worker practices, sanitary facilities, product safety plans, hazard analysis, water quality, traceability, product security, product and raw material testing, waste management, packaging and labeling and consistent quality products of high medical grade.

High End Medical will obtain the proper state licensing to authorize the manufacturing of cannabis goods and products using volatile solvents once the state of California has implemented MAUCRSA. Once state licensing under MAUCRSA is obtained, High End Medical will continue to abide by all applicable state and local laws, regulations and ordinances.

High End Medical will look to employ local hires consisting of warehouse staff. As part of its operations, High End Medical will also employ staff for customer service, account management, administrative support, as well as a sales force.

Exhibit B

Legal Description of the Property

APN/Parcel ID(s): 067-070-003

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF WEST SACRAMENTO, COUNTY OF YOLO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

A portion of those certain parcels of land acquired by the. State of California, by Deed recorded in Book 695 of Official Records, page 458, and by Deed recorded in Book 790 of Official Records, page 563, Yolo County Records.

Said portion is all that part thereof lying Northwesterly from the following described line:

BEGINNING at a point distant S. 57° 37' 26" West from the Northwest corner of Lot 42 of Meadowdale Subdivision No. 1" recorded in Map Book 5, at Page 24, Yolo County Records, said point also being distant 238.71 feet Northwesterly, measured at right angles from the "A" line at Engineer's Station "A"131+67.74 of the Department of Public Works Survey on Road 03-Yol-880, Post Mile 0.0/1.6; THENCE from said point of beginning N. 24° 07' 06"

East 170.34 feet; thence N. 35° 48' 28" East 332.02 feet; thence N. *or* 48' 46" East 102.35 feet to a point distant

235.87 feet Northwesterly, measured at right angles from the said "A" line at Engineer's Station "A" 137+62.70.

Exhibit C

Form of Assignment and Assumption Agreement

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

[Add Assignee Address]

_____

_____

Attn:_____

_____

(SPACE ABOVE THIS LINE RESERVED
FOR RECORDER'S USE)

ASSIGNMENT AND ASSUMPTION AGREEMENT
(California F.F.C.P. Organization Development Agreement)

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is entered into this ____ day of _____, 20__, by and between CALIFORNIA F.F.C.P. ORGANIZATION, a California non-profit mutual benefit corporation (dba High End Medical Products) (the "Developer"), and _____, a _____ _____ (the "Assignee").

RECITALS

A. The City of West Sacramento and Developer entered into that certain Development Agreement recorded in the Official Records of Yolo County, California, on _____, 20__, as Instrument No. 20__-_____ (the "Development Agreement"). Pursuant to the Development Agreement, Developer agreed to develop certain property more particularly described in the Development Agreement (the "Subject Property"), subject to certain conditions and obligations as set forth in the Development Agreement.

B. Developer intends to convey its interest in the Subject Property to Assignee.

C. Developer desires to assign and Assignee desires to assume all of Developer's rights, title, interest, burdens and obligations under the Development Agreement.

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, Developer and Assignee hereby agree as follows:

1. Developer hereby assigns to Assignee all of the rights, title, interest, burdens and obligations of Developer under the Development Agreement.

2. Assignee hereby assumes all of the rights, title, interest, burdens and obligations

of Developer under the Development Agreement, and agrees to observe and fully perform all of the duties and obligations of Developer under the Development Agreement. The parties intend hereby that, upon the execution of this Agreement, Assignee shall become the "Successor" (as defined in the Development Agreement) to Developer under the Development Agreement solely with respect to the Assigned Parcel.

3. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

4. The Notice Address described in Section 15.3 of the Development Agreement for Assignee, as the Successor solely with respect to the Assigned Parcel shall be:

_____
_____
_____
_____

5. As provided in Section 14.1, this Assignment shall not be effective unless and until written consent of the City has been obtained.

6. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties authorize each other to detach and combine, or cause to be detached and combined, original signature pages and consolidate them into a single identical original for recordation of this Agreement in the Official Records of Yolo County, California.

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

"DEVELOPER"	"ASSIGNEE"
California F.F.C.P. Organization, a California non-profit mutual benefit corporation	_____ _____
By:_____ Name: _____	By:_____ Name: _____
It's: _____	Its: _____
Dated: _____, 20__	Dated: _____, 20__

Exhibits:
A - Legal Description of Assigned Parcel

RECORDATION OF THIS CERTIFICATE IS THE RESPONSIBILITY OF THE REQUESTING PARTY.

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

Acknowledgment

State of California }

County of Yolo }

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

Witness my hand and official seal.

_____

_____, Notary Public

Acknowledgment

State of California }

County of Yolo }

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

Witness my hand and official seal.

_____

_____, Notary Public

Exhibit A to Assignment and Assumption Agreement

LEGAL DESCRIPTION OF SUBJECT PROPERTY

APN/Parcel ID(s): 067-070-003

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF WEST SACRAMENTO, COUNTY OF YOLO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

A portion of those certain parcels of land acquired by the. State of California, by Deed recorded in Book 695 of Official Records, page 458, and by Deed recorded in Book 790 of Official Records, page 563, Yolo County Records.

Said portion is all that part thereof lying Northwesterly from the following described line:

BEGINNING at a point distant S. 57° 37' 26" West from the Northwest corner of Lot 42 of Meadowdale Subdivision No. 1" recorded in Map Book 5, at Page 24, Yolo County Records, said point also being distant 238.71 feet Northwesterly, measured at right angles from the "A" line at Engineer's Station "A"131+67.74 of the Department of Public Works Survey on Road 03-Yol-880, Post Mile 0.0/1.6; THENCE from said point of beginning N. 24° 07' 06"

East 170.34 feet; thence N. 35° 48' 28" East 332.02 feet; thence N. *or* 48' 46" East 102.35 feet to a point distant

235.87 feet Northwesterly, measured at right angles from the said "A" line at Engineer's Station "A" 137+62.70.

Exhibit D

Memorandum of Development Agreement

Recording Requested by and
When Recorded Return to:

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

No recording fee required pursuant to
Government Code Section 27383

SPACE ABOVE THIS LINE FOR
RECORDER'S USE

MEMORANDUM OF DEVELOPMENT AGREEMENT
WITH CALIFORNIA F.F.C.P. ORGANIZATION

THIS MEMORANDUM OF DEVELOPMENT AGREEMENT is made this ___ day of _____, 20__, by and between the CITY OF WEST SACRAMENTO, a municipal corporation ("City") and CALIFORNIA F.F.C.P. ORGANIZATION, a California non-profit mutual benefit corporation (dba High End Medical Products) ("Developer"), collectively referred to as the "Parties." California F.F.C.P. Organization is the lessee under the terms of that certain unrecorded lease dated August 1, 2017, by and between Developer and Linda M. Parisi ("Owner").

City and Developer are Parties to that certain "Development Agreement" approved by Ordinance 17-__ (the "Development Agreement"), the terms and conditions of which are hereby incorporated by this reference as if set forth in full herein. The Development Agreement applies to the development and operation of a "Facility" (as defined in the Development Agreement) that is located on certain real property situated in the County of Yolo, State of California, and described as follows (the "Property"):

[See Exhibit A]

"CITY"

CITY OF WEST SACRAMENTO,
a municipal corporation

By:_____
Name: Christopher Cabaldon
It's: Mayor
Dated: _____, 2017

"DEVELOPER"

CALIFORNIA F.F.C.P. ORGANIZATION,
a California non-profit mutual benefit
corporation

By:_____
Name: Erica M. Graves
Its: CEO
Dated: _____, 201_

"OWNER"

Linda M. Parisi

_____

Dated: _____, 2017

RECORDATION OF THIS CERTIFICATE IS THE RESPONSIBILITY OF THE REQUESTING PARTY.

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

Acknowledgment

State of California }

County of Yolo }

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

Witness my hand and official seal.

_____

_____, Notary Public

Acknowledgment

State of California }

County of Yolo }

On _____, before me, _____,
Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

Witness my hand and official seal.

_____

_____, Notary Public

Acknowledgment

State of California }

County of Yolo }

On _____, before me, _____,
Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

Witness my hand and official seal.

_____

_____, Notary Public

Acknowledgment

State of California }

County of Yolo }

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

Witness my hand and official seal.

_____

_____, Notary Public

Exhibit A to Memorandum of Development Agreement

Legal Description

APN/Parcel ID(s): 067-070-003

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF WEST SACRAMENTO, COUNTY OF YOLO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

A portion of those certain parcels of land acquired by the. State of California, by Deed recorded in Book 695 of Official Records, page 458, and by Deed recorded in Book 790 of Official Records, page 563, Yolo County Records.

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East 170.34 feet; thence N. 35° 48' 28" East 332.02 feet; thence N. *or* 48' 46" East 102.35 feet to a point distant

235.87 feet Northwesterly, measured at right angles from the said "A" line at Engineer's Station "A" 137+62.70.

ATTACHMENT 6

DRAFT
ORDINANCE 17-12

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WEST SACRAMENTO APPROVING THE DEVELOPMENT AGREEMENT BETWEEN THE CITY AND HIGH END MEDICAL COLLECTIVE

WHEREAS, on July 20, 2017, the City of West Sacramento Planning Commission conducted a public hearing and adopted Resolution 17-9PC, recommending among other things, the City Council approve the Development Agreement.

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

Section 1. Purpose and Authority. The purpose of this Ordinance is to approve the Development Agreement between the City and High End Medical Collective. This Ordinance is authorized pursuant to Government Code Section 65864 through 65869.5 and Resolution No. 88-111 of the City of West Sacramento.

Section 2 Findings. In adopting this Ordinance, the City Council makes the following findings:

(a) The proposed Development Agreement is consistent with the objectives, policies, general land uses, and programs specified in the General Plan and applicable specific plan; and

(b) The proposed Development Agreement will not be detrimental to the health, safety, and general welfare of persons residing in the immediate area or detrimental to the general welfare of the residents of the City as a whole; and

(c) The proposed Development Agreement will not adversely affect the orderly development of property or preservation of property values; and

(d) The proposed Development Agreement is consistent with the provisions of Government Code Sections 65864 through 65869.5 and Resolution 88-111, as amended by Resolution 96-62; and

(e) The Planning Commission recommends approval of the Development Agreement; and

Section 3. Severability. If any provision or section of this Ordinance is determined to be unenforceable, invalid, or unlawful, such determination shall not affect the enforceability of the remaining provisions of the Ordinance.

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

PASSED AND ADOPTED by the City Council of the City of West Sacramento this _____ day of September, 2017 by the following votes:

AYES:
NOES:
ABSENT:
ABSTAIN:

Christopher L. Cabaldon, Mayor

ATTEST:

Kryss Rankin, City Clerk

APPROVED AS TO FORM:

Jeffery Mitchell, City Attorney

CODIFY _X_ UNCODIFY___

ATTACHMENT 7

RESOLUTION 17-8PC

A RESOLUTIONOF THE PLANNING COMMISSION OF THE CITY OF WEST SACRAMENTO RECOMMENDING ADOPTION BY THE CITY COUNCIL OF THE HIGHEND MEDICAL COLLECTIVE ZONING TEXT AMENDMENT

WHEREAS, on July 20, 2017 the West Sacramento Planning Commission conducted a public hearing on proposed Municipal Code amendments, a conditional use permit, and a development agreement; and

WHEREAS, the Planning Commission has duly considered all information before them; and

WHEREAS, the Planning Commission has found that the proposed Zoning Text Amendment is consistent with the goals, policies and implementation programs of the City of West Sacramento General Plan, and

WHEREAS, the proposed Zoning Text Amendment is exempt from CEQA review pursuant to §15301 and §15303 of the CEQA Guidelines, as the project would be located on an existing developed property with a minor building expansion proposed; and

WHEREAS, the Planning Commission has found that the proposed Zoning Text Amendment furthers the public health, safety and general welfare of the City, and

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission recommends that the City Council take the following actions:

1. The Planning Commission recommends that the City Council approve the proposed Zoning Text Amendment via Ordinance 17-13 as recommended by the Planning Commission.

PASSED AND ADOPTED by the Planning Commission of the City of West Sacramento this 20th day of July 2017, by the following vote:

AYES: Sturmfels, Castillo, Vu, Lepore, Liebig, Austin
NOES: None
ABSTAIN: None
ABSENT: None

Bernadette Austin, Planning Commission Chairperson

ATTEST:

David W. Tilley, Secretary

ATTACHMENT 8

RESOLUTION 17-9PC

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WEST SACRAMENTO RECOMMENDING ADOPTION BY THE CITY COUNCIL OF THE HIGHEND MEDICAL COLLECTIVE DEVELOPMENT AGREEMENT

WHEREAS, on July 20, 2017 the West Sacramento Planning Commission conducted a public hearing on proposed Municipal Code amendments, a conditional use permit, and a development agreement; and

WHEREAS, the Planning Commission has duly considered all information before them; and

WHEREAS, the Planning Commission has found that the proposed Development Agreement is consistent with the goals, policies and implementation programs of the City of West Sacramento General Plan, and

WHEREAS, the proposed Development Agreement is exempt from CEQA review pursuant to §15301, §15303 and §15305 of the CEQA Guidelines, as the project would be located on an existing developed property with a minor building expansion proposed; and

WHEREAS, the Planning Commission has found that the proposed development agreement furthers the public health, safety and general welfare of the City, and

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission recommends that the City Council take the following actions:

1. The Planning Commission recommends that the City Council approve the proposed Development Agreement via Ordinance 17-12 as recommended by the Planning Commission.

PASSED AND ADOPTED by the Planning Commission of the City of West Sacramento this 20th day of July 2017, by the following vote:

AYES: Vu, Liebig, Sturmfels, Lepore, Castillo, Austin
NOES: None
ABSTAIN: None
ABSENT: None

Bernadette Austin, Planning Commission Chairperson

ATTEST:

David W. Tilley, Secretary

CITY OF WEST SACRAMENTO **AGENDA REPORT**

MEETING DATE: August 16, 2017 **ITEM #** 14

SUBJECT:

WORKSHOP ON A POTENTIAL POLICY FRAMEWORK FOR THE EXPENDITURE OF MEASURE E FUNDS

INITIATED OR REQUESTED BY:

[X] Council [ ] Staff

[ ] Other

REPORT COORDINATED OR PREPARED BY:
Jon Robinson, Deputy City Manager

Amanda Berlin, Assistant City Manager

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

OBJECTIVE

The purpose of this report is to facilitate the Council's discussion of potential components of a policy framework for the expenditure of Measure E funds.

RECOMMENDED ACTION

It is respectfully recommended that the Council hear staff's presentation, conduct a discussion on potential concepts for inclusion in a Measure E policy framework, and provide staff with direction.

BACKGROUND

Measure E was a ballot measure proposed by the West Sacramento City Council and approved by West Sacramento voters in November 2016. The measure added a quarter percent increase to the City's portion of the local Transactions and Use Tax (sales tax) rate. The ballot language identified several areas of focused investment:

> *To fund City services and initiatives such as repairing roads, building and maintaining bicycle/pedestrian trails, reducing homelessness and its community impacts, improving educational and career opportunities for youth, and enhancing internet access and the use of smart technologies, shall the City of West Sacramento enact a 1/4 percent transactions and use tax (sales tax) raising approximately $3.3 million annually on an ongoing basis for general governmental purposes?*

Measure E is a general tax, and revenues from it can be used for any lawful purpose. However, the Council expressed its intent to allocate Measure E funds in accordance with the purposes described in the ballot measure. A key report presented prior to the ballot measure elaborated on these purposes. On October 19, 2016 the City Council adopted a preliminary expenditure outline to help ensure that the outcomes envisioned by Measure E are achievable within the available revenues. The official statement in support of Measure E and the campaign for its passage both emphasized that the intent was to expend the funds to achieve these outcomes.

At that meeting, the Council made it clear that Measure E funds are intended to provide opportunities to leverage City funds by (for example) using them to satisfy local match requirements from state, federal, philanthropic and other external funding sources. The Council also emphasized that the preliminary expenditure outline was for planning purposes only, and was intended to represent maximum amounts, not proposed annual expenditures, for each category. The adopted funding maximums help assure that total funding appropriated in each category will not exceed actual revenue from Measure E. Actual Measure E expenditures would be based on appropriations by the Council in its two-year budget, and would be reported to the community in the same manner as Measures J/K and U/V to assure transparency and accountability.

In order to facilitate a more focused discussion of proposed Measure E expenditures, the Council's review of proposed Measure E expenditures was separated from its consideration of the City's broader FY 17-18 and FY 18/19 maintenance/operations and capital improvement budgets, which were approved by the Council on June 14, 2017. At the Council's meeting of June 28, staff presented a stand-alone agenda item that included proposed expenditures within each of the Measure E categories identified in the Council's preliminary expenditure allocation. At that time, the Council indicated that discussion of specific budget allocations within Measure E should be preceded by Council review and approval of a higher-level framework that would provide formal policy structure regarding the appropriation and use of Measure E funds. This report assembles a number of concepts staff has noted from the Council's Measure E discussions in order to facilitate the Council's deliberations on a potential policy framework for future Measure E allocations.

ANALYSIS

At the meeting of June 28, the Council noted that the different types of uses to which the Council was planning to put Measure E funds shared some traits in common, suggesting some universal policies, but also have key differences that would most appropriately be handled with category-specific policies. The following categorical breakdown was suggested:

Measure E Activities by Council-Proposed Category

Priority	Capital Accelerator	Programmatic	Venture
Primary	• Road Rehabilitation • Bike/Ped/Trails	• Kids' Home Run • Reducing Community Impacts of Homelessness • Other Public Safety	• Smart City • Reducing Homelessness • Age-Friendly and Other Pilots
Secondary		• Bike/Ped/Trails (maintenance) • Age-Friendly (ongoing) • Reducing Homelessness	• Reducing Community Impacts of Homelessness • Other Public Safety

Capital accelerator projects have the primary purpose of accelerating the development of capital projects by providing grant match, or even wholly funding smaller projects for which outside funding is not available. The programmatic category refers to ongoing programs established pursuant to Measure E, and proposed for ongoing operational funding from Measure E. Venture projects are designed to generate public benefits while exploring new techniques and technologies for addressing the City's challenges. Projects in these three categories share certain characteristics, which the Council has discussed addressing through universal principles and budget policies, an outline of which is provided below. There are also fundamental differences between the categories. To address these, the Council may consider developing, or directing staff to propose, category-specific policies for the Council's consideration.

When aggregated across multiple meetings, the Council's public discussions of Measure E reveal a hierarchical structure of thoughts and preferences that could be elaborated into a policy document that would guide future Councils in the use of Measure E funds. The broadest level of this hierarchy is the Council's consensus view that any use of Measure E funds be impactful, and consistent with the will of the voters who approved the measure. Moving in the direction of specificity, the next set of parameters are a set of principles that appear repeatedly in Council discussions and statements relative to Measure E. These include:

- Supplement, don't supplant, existing City funding
- Track and report on performance metrics annually
- Balance flexibility to pursue opportunities with stability for project funding
- Use Council-allocated funding process to maximize positive community impact
- Publicly acknowledge Measure E accomplishments
- Council-approved funding amounts are upper bounds, not spending targets
- Council may transfer funds within and across categories to maximize positive community impact consistent with Measure E outcomes
- The geographic equity of Measure E allocations should be tracked over time, where appropriate and in the context of other funding sources.

Each of the above principles, along with any further guidance from the Council, could be elaborated in more detail to help form a high-level policy framework to help guide the Council's future Measure E allocation decisions.

Moving still further toward the specific, the Council's concerns about the following issues suggest the outline for a potential set of budget policies that would help assure ongoing compliance with the intent of the voters who passed Measure E when allocating funding to programs and projects:

- Maintaining awareness and control of staff expenses on Measure E projects
- Maximizing the efficiency of Measure E by leveraging outside funds
- Using Measure E to accomplish projects that could otherwise not be undertaken
- Being transparent about the opportunity costs of alternative uses of Measure E funds
- Managing risk/reward and time value of money considerations

Attachment 1 summarizes all of the above ideas for ease of reference. Finally, at the most detailed level, each category of Measure E funds likely has idiosyncratic features that can best be dealt with through category-specific policies. For example, it is likely that due to the inherent difference between projects in the "Venture" and Capital Accelerator categories, the Council may want to articulate different expectations about leverage, risk, and project timing for those categories. At the Council's direction, staff can either propose category-specific policies based on parameters provided by the Council, or work with the Council or a sub-committee of Council members to develop them.

The voters' overwhelming approval of Measure E demonstrates the high degree of trust the Council has earned from its constituents. Maintaining that trust is a cornerstone for the City's continued success and prosperity, so the effort the Council expends in developing and implementing a framework to keep future Measure E allocations in sync with the intent of the voters is well-spent.

Commission Recommendation
N/A

Strategic Plan Integration
Creating a policy framework for implementation of Measure E effectuates each of the Measure E projects noted as Top or High priorities in the 2017 Council Strategic Plan

Alternatives
The Council's primary alternatives are summarized below:

1. Hear staff's presentation, conduct a discussion on potential concepts for inclusion in a Measure E policy framework, and provide staff with direction.
2. Direct staff to return at a future date with a revised Measure E workshop
3. Decline to conduct the workshop.

Alternative 1 is staff's recommended action. Staff is prepared to implement Alternative 2 at the Council's direction. Staff does not recommend Alternative 3 because staff needs the Council's policy direction in order to begin delivering the Measure E-funded projects that the community expects to receive.

Coordination and Review
This report was prepared by the City Manager's Office and Administrative Services Department, with substantial input from each of the other City departments.

Budget/Cost Impact
The framework described in this report will help shape future budget allocations under Measure E, but does not have its own budget or cost impacts.

ATTACHMENTS
1. Potential Council-Driven Themes Relevant to Development of a Measure E Framework

Council-Driven Themes Potentially Relevant to Development of a Measure E Framework

Potential Principles

- Supplement, don't supplant, existing funds
- Track and report on performance measures annually
- Balance flexibility for emerging opportunities with stability for project funding
- Use Council-allocated funding to maximize community impact
- Publicly acknowledge Measure E accomplishments
- Council-approved funding amounts are upper bounds, not spending targets
- Council may transfer funds within and across categories to maximize positive community impact consistent with Measure E outcomes
- The geographic equity of Measure E allocations should be tracked over time, where appropriate and in the context of other funding sources

Potential Budget Policies

- Maintaining awareness of staff expenses on Measure E projects
- Maximizing the efficiency of Measure E by leveraging outside funds
- Using Measure E to accomplish projects that could otherwise not be undertaken
- Being transparent about the opportunity costs of alternative uses of Measure E funds
- Managing risk/reward and time value of money considerations

		Potential Measure E Categories		
		Capital Accelerator	**Programmatic**	**Venture**
Purpose		Accelerate existing capital projects	Expand City programs to achieve specific outcomes	Explore new techniques and technologies to achieve specific outcomes
Priority	Primary	• Road Rehabilitation • Bike/Ped/Trails	• Kids' Home Run • Reducing Community Impacts of Homelessness • Other Public Safety	• Smart City • Reducing Homelessness • Age-Friendly and Other Pilots
	Secondary		• Bike/Ped/Trails (maintenance) • Age-Friendly (ongoing) • Reducing Homelessness	• Reducing Community Impacts of Homelessness • Other Public Safety

Attachment 1

CITY OF WEST SACRAMENTO **AGENDA REPORT**

MEETING DATE: August 16, 2017 **ITEM #** 15

SUBJECT:

CONSIDERATION OF AN APPROVAL OF A SHORTLIST FOR ADVANCEMENT IN THE PILOT FLEXIBLE TRANSPORTATION SERVICE PROCUREMENT PROCESS

INITIATED OR REQUESTED BY:

[ ] Council [X] Staff

[ ] Other

REPORT COORDINATED OR PREPARED BY:

Sarah Strand, Assistant Transportation Planner

Denix Anbiah, Director
Department of Public Works

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

OBJECTIVE

The objective of this report is to provide adequate information for City Council to approve a shortlist for advancement in the Pilot Flexible Transportation Service procurement process.

RECOMMENDED ACTION

It is respectfully recommended that City Council receive staff's presentation and provide policy guidance and approval of a shortlist of qualified proposals in the Pilot Flexible Transportation Service Procurement Process to be advanced to the evaluation and selection phase.

BACKGROUND

The Pilot Flexible Transportation Service (the Pilot) seeks to improve mobility citywide by providing an innovative transit alternative that competes in cost and convenience with driving and traditional transit. The one (1) year pilot will collect travel data to inform the broader Mobility Action Plan (MAP) and other strategic planning efforts.

In April, Council authorized a request for proposals (RFP) to support deploy and evaluate the Pilot, which was opened and broadly advertised from May 26 to June 23, 2017. Per Council direction on July 26, 2017, staff is presenting additional details on all proposals received in response to this solicitation to ensure a sufficient opportunity for Council input and alignment with City goals and objectives before proceeding with the evaluation and selection phase of the procurement process. A summary of all proposals is included as Attachment 1.

Following the receipt of all proposals, staff conducted preliminary screening to identify a subset of proposals for advancement, wherein a Selection Panel will individually score the written proposals and a supplemental interview using the Proposal Evaluation Criteria included with the RFP (see Attachment 2). This report provides additional details on all proposals received, and presents staff's recommendation for five (5) proposals to be advanced to the evaluation and selection process.

Pending Board approval, the SACOG Transportation Committee has recommended an award of $150,000 in federal CMAQ funding through the TDM Innovations Grant program to support this project, requiring adherence to State procurement policies that ensure a fair, competitive, and transparent process. A clear selection process and evaluation criteria (Attachment 2) were preemptively included in the RFP to ensure the City's compliance, should an award be made. Any modifications to the selection criteria at this point in the process would require a reissuance of the RFP.

To ensure continued compliance, staff requests that Council not single out any proposal for selection, as that determination will be made by the Selection Panel using the stated evaluation criteria. If Council agrees, staff will return in October to request an award of contract with the top ranked firm accompanied by multiple service alternatives with associated costs, as well as a funding plan.

ANALYSIS

Per the RFP, qualified firms were invited to propose an innovative transit model aimed at improving mobility, encouraging rideshare and alternative transportation, and reducing vehicle miles travelled (VMT). The RFP emphasized that the City desired turnkey proposals providing all components necessary to deploy the Pilot by late Spring 2018. The solicitation also stated the City's desire for full access to and ownership of all data associated with the Pilot to support performance monitoring and evaluation, MAP development, and other strategic transportation planning efforts.

All proposals are briefly summarized in Attachment 1 in no meaningful order, except to distinguish those being recommended for advancement. Proposals not recommended for advancement are accompanied by a rationale. Generally, proposals were not recommended for advancement due to concerns for misalignment with the goals and scope of the Pilot and broader City objectives. Key concerns relate to data sharing, VMT production, scalability, or proposals requiring additional contracting for service or supportive infrastructure to deploy. However, the City could consider further exploring one or more of these other models outside of the scope of this pilot, should Council express such an interest.

At this time, Council is requested to confirm or modify the recommended shortlist to ensure alignment with the policy goals of both the Pilot and the City.

Staff Recommendation
All of the five (5) proposals recommended for advancement submitted a turn-key solution to provide a microtransit/ridesharing service wherein right-sized vehicles will provide real-time, on-demand rides while maximizing the occupancy of vehicles. Whereas ridesharing seeks to balance optimizing vehicle occupancy with travel time and quality of service, ridehailing is purely service oriented and books individual ride requests one at a time rather than picking up multiple riders en route. Early evidence indicates that ridehailing may in fact increase VMT production due to cruising.

Each recommended proposal includes co-branded vehicles, a smartphone application for users to book and monitor rides in real-time, and could be deployed citywide to serve the general population. Additional customization or reconfiguration is available at varying degrees. With Council's approval, staff would coordinate with the top-ranked firm to develop multiple service alternatives and cost estimates to present to Council alongside a request for award of contract in October. At that time, Council may select a service model and associated cost to proceed with, or may ask staff to return with a modified alternative before awarding a contract.

(RECOMMENDED SHORTLIST)	*(NOT RECOMMENDED)*	
Microtransit/Ridesharing	**Subsidized Ridehailing**	**Other**
DemandTrans	Lyft	The Free Ride Inc.
Chariot	Uber Technologies Inc.	Green Commuter
Via		TransLoc
TransDev		
RideCo		

Commission Recommendation
This report was presented on August 15, 2017 to the Transportation, Mobility, and Infrastructure Commission. TMI feedback will be verbally conveyed in staff's presentation to Council for consideration.

Strategic Plan Integration
This project advances the 2017 Strategic Plan Management Agenda item, "Mobility Action Plan."

Alternatives
1) Approve the staff recommended shortlist of proposals to advance to the evaluation and selection phase;
2) Modify the shortlist of proposals for advancement to the evaluation and selection phase;
3) Reject the staff recommendation and direct staff to return with additional information or proceed otherwise.

Coordination and Review
This report was developed in coordination with the City Attorney's office and consultation with Caltrans as it relates to procurement policies for federally funded projects.

Budget/Cost Impact
While no immediate costs or budget impacts relate to this presentation, implementation of the proposed recommendations will have cost impacts contingent on Council direction(s) to staff.

ATTACHMENT(S)
Attachment 1: Summary of Proposals
Attachment 1: Proposal Evaluation Criteria

ATTACHMENT 1 – SUMMARY OF PROPOSALS

RECOMMENDED SHORTLIST

Demand Trans

Service Model: Hub-to-hub, wherein flexible route segments and pre-determined "checkpoints" are served on a semi-scheduled basis by a blend of dedicated and non-dedicated vehicles to align capacity with demand. User would be asked to walk a short distance to/from origin/destination, but curb-to-curb service could be provided if no alternative is possible. Walk-on service could be made available at major checkpoints and transit hubs.

Vehicles: 4 to 6 dedicated, branded cutaway vehicles operated by Paratransit Inc. during peak-demand, supplemented by non-dedicated vehicles operated by Yellow Cab during off-peak.

Drivers: Subcontracting Paratransit Inc. and Yellow Cab.

ADA/Unbanked/Non-Smartphone Users : Yes/Yes/Yes

Other: Mobility as a Service (MaaS) front-end platform for multi-modal trip booking and mobile ticketing.

Chariot

Service Model: Hub-to-hub, 4 to 6 adaptive fixed-route commuter shuttle service that customizes routes based on demand (crowdsourced or heat map analysis). Develops partnerships with major employers to fund private commuter shuttles and proposes a City subsidy for free or discounted rides on public routes.

Vehicles: New, dedicated, co-branded 14-passenger Ford Transit Shuttles. ADA accessible vehicle available, upon request.

Drivers: Full-time Contracted Drivers (W-2).

ADA/Unbanked/Non-Smartphone Users: Yes/Yes/Yes

Other: Presents a menu of products including Guaranteed Ride Home, Charters, and "Late Night" service. Wi-fi enabled vehicles available upon request, recommended for 30+ minute rides.

Via

Service Model: Curb-to-hub and/or curb-to-curb, fully dynamic, on-demand rideshare service. Offers use of price signals/incentives or eligibility programs to tailor the application of curb-to-curb service to optimize operations, at the City's discretion. Aims to balance maximizing vehicle occupancy with quality of service (ETAs).

Vehicles: Uniform fleet of new, dedicated, donated and co-branded 7-passenger Mercedes Metris vans. ADA accessible vehicle available, upon request.

Drivers: Independent Civilian Contractors (TNC Drivers); subcontracting Yellow Cab for ADA accessible rides.

ADA/Unbanked/Non-Smartphone Users: Yes/Yes/Yes

Other: Performance evaluation in partnership with UC Berkeley Transportation Sustainability Research Center (TSRC). First entrance into CA as a TNC.

Transdev

Service Model: Point-to-point, on-demand rideshare service with vehicles stationed at key hubs (Southport and Civic Center). Offers discount incentives or promo codes for rides to specific hubs, such as transit stations. Aims to maximize vehicle occupancy.

Vehicles: 2 to 4 branded CNG Ford E-350 Vans. 1 paratransit vehicle would serve ADA accessible rides, upon request.

Drivers: Partnership with YoloBus using Contracted Drivers (W-2). Offers use of promos and incentives to encourage transfer to fixed route, such as free or discounted trips to or from the Civic Center Transit station.

ADA/Unbanked/Non-Smartphone Users: Yes/Yes/Yes

Other: Proposes to use Harbor yard for vehicle storage. Offers to explore mobile fare app. Existing YCTD contract operator.

RideCo

Service Model: Curb-to-hub on-demand rideshare service with a blend of 2 dedicated vehicles supplemented by a fleet of TNC drivers. Utilizes "promised arrive by times" and price signals and incentives, or eligibility programs, to limit curb-to-curb service. Aims to balance maximizing vehicle occupancy with quality of service, targeting 15 min ETAs during peak hours, 30 min ETAs in off-peak.

Vehicles: 2 dedicated, leased and co-branded 5-passenger vehicles (type TBD), with remaining fleet dependent on Non-dedicated Civilian Fleet.

Drivers: 2 Full-time Drivers (W-2) supplemented by fleet of Independent Civilian Contractors (TNC Drivers)

ADA/Unbanked/Non-Smartphone Users: No/Maybe/No

Other: Alternative proposal to lease 4 to 5 12-passenger vans at additional cost. First entrance into CA as a TNC.

NOT RECOMMENDED FOR ADVANCEMENT

The Free Ride Inc.

Service Model: Curb-to-curb, on-demand and flag-down electric vehicle rideshare service connecting key locations in Riverfront District. Potential for additional revenues from advertising on vehicles to offset costs.

Vehicles: 8 6-passenger GEM (Global Electric Motors) E6 vehicles

Drivers: Dedicated staff of 14 drivers including 3 driver/shift managers (W-2)

ADA/Unbanked/Non-Smartphone Users: Yes/Yes/Yes

Other: Riders can "take a selfie" with a mounted iPad on their trip, which also allows the rider to view commercials.

Rationale: *The small size of the GEM vehicles, while potentially a good fit for the Riverfront District, would not be appropriate to expand to a citywide model.*

Green Commuter

Service Model: Proposes a membership-based electric vehicle car sharing service that would double as a rideshare shuttle during peak-commute hours connecting along predefined routes to predetermined locations on a semi-scheduled basis. Walk-on service would be available at peak hours to align with transfer to transit service.

Vehicles: 2 Electric Shuttle Vans with ADA access, and 6 Class 1 Electric Vehicles. Fleet would be allocated between car share only vehicles, shuttle only vehicles, and mixed-use vehicles.

Drivers: Employee/Contractor and Civilian (carshare member) Drivers

ADA/Unbanked/Non-Smartphone Users: Yes/Yes/Yes

Other: Requires significant investment in vehicle acquisition, siting and installation of EV Charging Infrastructure. Subcontracting Fehr & Peers for service planning and performance evaluation.

Rationale: *This Pilot is intended to fund operations of a microtransit/rideshare service. The significant investment in vehicle acquisition and installation of EV Charging infrastructure is not in alignment with the intent of the Pilot scope and budget.*

Lyft

Service Model: Lyft is a technology provider that enables independent civilian contractors to give rides in their personal vehicles using the Lyft ridehailing App. This service is currently available and widely used in the region. The proposal offers a custom subsidy program at the City's discretion to strategically provide free or discounted rides to all or a subset of the population to incentive desired travel behaviors using geo-fencing, promo codes, or eligibility programs.

Vehicles: Depends on Non-dedicated Civilian Fleet

Drivers: Independent Civilian Contractors (TNC Drivers)

ADA/Unbanked/Non-Smartphone Users: No*/Yes (addt'l cost)/Yes (pre-paid/gift cards only)

Other: Users hail a ride using the existing Lyft App available and a discount is applied to the existing fare structure.

Rationale: *Research suggests that ridehailing services may contribute to VMT production. Although Lyft offers a true ridesharing service (LyftLine) in a select few high density cities, this service is not being offered. Further, limited data sharing may hinder performance evaluation and strategic planning in the City's efforts to learn as much as possible from the Pilot. *Requires City to independently contract with Paratransit Inc. to provide ADA vehicles and operations utilizing the Lyft platform, and a separate on-call consultant contract to provide planning/design and performance evaluation services.*

Uber Technologies Inc.

Service Model: Uber is a technology provider that enables independent civilian contractors to give rides in their personal vehicles using the Uber ridehailing App. This service is currently available and widely used in the region. Uber proposes to offer a 50% discount (up to $10 per ride) to all riders who request an Uber ride starting or ending within 500 feet of an existing transit stop or other destination, at the City's discretions using geo-fencing or other discount technology.

Vehicles: Depends on Non-dedicated Civilian Fleet

Drivers: Independent Civilian Contractors (TNC Drivers)

ADA/Unbanked/Non-Smartphone Users: No/No/No

Other: Users hail a ride using the existing Lyft App available and a discount is applied to the existing fare structure.

Rationale: *Research suggests that ridehailing services may contribute to VMT production. Although Uber offers a true ridesharing service (UberPool) in a select few high density cities, this service is not being offered. Further, limited to data sharing may hinder performance evaluation and strategic planning in the City's efforts.*

TransLoc

Service Model: N/A - TransLoc is a technology platform provider proposing to provide only a limited subset of the full scope of services. TransLoc offers to conduct a microtransit demand simulation to support service planning, and would equip any vehicles acquired by the City or a subcontractor with their technology to dynamically route a ridesharing service.

Vehicles/Drivers: None (N/A)

ADA/Unbanked/Non-Smartphone Users: N/A

Rationale: *The City would need to procure additional contracts to compile the remaining components necessary to deploy the Pilot. TransLoc would only provide the technology component and limited service design support.*

ATTACHMENT 2 – PROPOSAL EVALUATION CRITERIA

WRITTEN PROPOSAL	**PTS**
Potential for VMT Reduction – Based on attributes of proposed Pilot model and basis for VMT reduction assumptions. Clearly states a methodology to estimate potential VMT reduction (both direct and indirect) resulting from the Pilot. A reasonable justification for methodology selection, including references to research or related/similar project performance, should be included explaining key assumptions informing the estimate. Demonstrates how the service will increase linked multi-modal trips. Level of Innovation and Uniqueness – Uniqueness of project/program, targeted geographic area, market population/demographics, proposed service model type (i.e., uses a new methodology, is more targeted to an underserved area or demographic, etc.), makes new connections to exiting transit network.	25
Data Collection/Reporting – Proposal describes plan for measuring Pilot performance, including indicators tied to project goals, such as ridership, origin/destination data, vehicle trip/mile reduction, cost savings compared to current service, influence of program on travel behavior, or other relevant metrics. Technology platform interface enables City to access all pilot related ridership and performance data and create reports with ease. Agility of Pilot/ Quality Control – Coupled with tracking performance of the program, proposal identifies plan to modify Pilot if it is not performing as intended, to better serve demand, or resolve unanticipated issues. Contractor's internal controls, communications with City are adequate and timely, and provide assurance for complete delivery of services.	15
Project Approach – Proposal addresses full scope of services necessary to deploy Pilot Flexible Transportation Service, either independently or by identifying Subcontractors to form a project team. In place of service(s) a firm/Subcontractor does not propose to provide, points may be earned for making recommendations to accomplish each task deemed necessary in the scope of services to deploy the Pilot. Less points will be awarded to proposals that do neither (ie – propose to provide technology platform only). Proposed Pilot aligns with stated City goals.	15
Timing/Synergy of Project – Immediate benefits/link to major roadway/multi-modal or development project(s) within the City; addresses emerging existing transportation challenges in the City. Leverages/Expands Partnerships – Project leverages existing partnerships or proposes innovative public/private partnership to achieve VMT reductions or cost savings compared to current transit service.	10
References/Past Performance – Performance and Recommendations. Demonstrates successful past performance developing and implementing a demand responsive, ridesharing, microtransit or other transit projects, pilot projects, partnerships with a local government, and/or other relevant experience.	5
Introductory Letter/Project Understanding – Reflects project understanding and summarizes City's goals, critical issues, challenges, milestone tasks, and appropriate resourcing. Workplan/Schedule – Approach, understanding, and organization of tasks, understanding of interrelationship of critical tasks, time commitment to each task (in hours), deliverables, clearly identifies who is proposed to complete each task (proposing firm, Subcontractor, recommendation/other). Adequacy and reasonableness of schedule and deadlines.	5
Project Cost/Participant – Total estimated Pilot cost divided by number of estimated participants or number of people that will be reached by the project.	5
SUBTOTAL FOR WRITTEN PROPOSAL	80
INTERVIEW	**PTS**
Presentation – Project understanding, understanding of critical issues, expression of solutions-oriented approach; organization; expression of communication and management methodology. Demonstration of related experience and project understanding; expression of project roles and approach; and potential innovations/solutions.	15
Q&A – Response to panel questions.	5
SUBTOTAL FOR INTERVIEW	20
TOTAL POINTS POSSIBLE	**100**

CITY OF WEST SACRAMENTO **AGENDA REPORT**

MEETING DATE: August 16, 2017 **ITEM #** 16

SUBJECT:

UPDATE ON 2017 MAYORS CHALLENGE APPLICATION PROCESS

INITIATED OR REQUESTED BY:

[ ] Council [X] Staff

[ ] Other

REPORT COORDINATED OR PREPARED BY:
Jon Robinson, Deputy City Manager

Amanda Berlin, Assistant City Manager

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

OBJECTIVE

The purpose of this report is to provide the Council with an update on the application process for the 2017 Mayors Challenge competition.

RECOMMENDED ACTION

It is respectfully recommended that the Council receive an update on the 2017 Mayors Challenge competition.

BACKGROUND

The Mayors Challenge is a competition sponsored by Bloomberg Philanthropies as a means of accelerating local governments' work in addressing the world's most pressing problems. The competition began in 2012, when the program was focused on the United States, but has also been implemented in Europe (2014) and Latin America (2016). The City participated in 2012, submitting a concept called "Farm to Fast Food" that involved creating new mechanisms for the distribution of healthy food sourced from urban farms.

The competition rewards bold, game-changing ideas that are scalable and offer the promise of improving the quality of life both for residents of the winning jurisdictions, and for residents of other cities whose governments might also adapt the new idea. Grand prize winners from past competitions are summarized in Attachment 1.

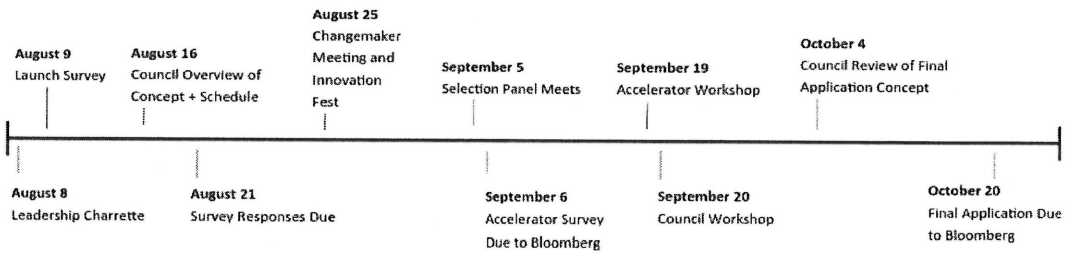
Bloomberg Philanthropies encouraged the City to submit an application to their 2017 competition, which was announced on June 26, 2017. Applications are due on October 20, 2017. Thirty-five Champion Cities will be awarded up to $100,000 to refine their ideas, prior to submitting a refined proposal in August, 2018. In October, 2018 four cities will win $1 million each to implement their ideas, while the grand prize winner will receive $5 million.

ANALYSIS

As shown below, the City is on an aggressive timetable designed to facilitate development of a strong application by the October 20, 2017 deadline. A more detailed schedule is provided in Attachment 2.

2017 Mayors Challenge

Key Dates



Bloomberg Philanthropies encourages cities to reach out to stakeholders and the community at large to tap into the best available thinking to power their applications. To this end, the Mayor has included a number of outreach events as part of the City's application development process, including several in-person events and an online survey to solicit the best ideas from residents across West Sacramento.

The first, the Leadership Charrette held on August 8, brought together the Executive Team as well as the chairs and co-chairs of the City's advisory commissions. The Mayor briefed the group on the Mayors Challenge, and the group participated in an ideation exercise in which attendees were asked to suggest topic areas that would be ripe for innovation as part of a Mayors Challenge submittal.

Interestingly, the topic areas identified by the Leadership Charrette generally corresponded to the categories identified as priorities for the expenditure of Measure E funds, such as addressing the impacts of homelessness, transportation/transit, age-friendly, smart city improvements and general efficiency improvements for local government. These responses will be used to constrain participants in the City's online survey to ideas that are in sync with community priorities as identified by the Measure E vote.

Upcoming milestones in the process include a Changemaker event (currently scheduled for August 25), at which invitees of the Mayor from various sectors will come together to collaborate on developing great ideas for consideration as the City's submittal for the Mayors Challenge. The City will also host an Innovation Fest (also on August 25), at which key staff and promising entrants from other outreach events will have the opportunity to refine their ideas for the competition. On September 19, representatives from Bloomberg Philanthropies will come to the City to conduct an Accelerator Workshop, at which the best ideas to date will be further refined. The Council will have two more opportunities to weigh in: September 20, when it will be presented with a workshop on the process to date; and October 4, when it will have the opportunity to review the concept that the Mayor plans to submit. Staff will then finalize the City's proposal and submit it by October 20. Hundreds of other cities are expected to submit applications for this competition.

The City's focus during the run-up to the submittal deadline will be on making West Sacramento the grand prize winner in this competition. That said, the effort itself is expected to have multiple ancillary benefits that will accrue to the City regardless of the fate of its submittal. Substantively, there is a high likelihood that the application development process will yield multiple ideas which, while perhaps not appropriate for the Mayors Challenge competition, could be implemented to great effect in the City. Within the City organization, the process of identifying and implementing creative ways to improve service delivery reinforces the City's ongoing innovation efforts and contributes to the development of an entrepreneurial culture. The Mayors Challenge application process will also remind residents that their local government is a participant in the national conversation about good governance, and constantly working to serve the community better.

Commission Recommendation
N/A

Strategic Plan Integration
Participation in the Mayors Challenge effectuates the Council's Mission Statement goals of providing Quality Municipal Services, and to Inspire Community Improvements that add value to residents' lives.

Alternatives
As an alternative to the recommended action the Council could choose not to receive an update on the 2017 Mayors Challenge.

Coordination and Review
This report was prepared by the City Manager's Office.

Budget/Cost Impact
N/A

ATTACHMENTS
1. Examples of Past Winning Applications
2. Detailed Schedule

MAYORS CHALLENGE

Attachment 1

Past Winners



Sao Paulo: Growing Farmers' Income, Shrinking Urban Sprawl

Training farmers to improve their production processes and raise their income, support local cooperatives that connect supply and demand in the agricultural market and will create a digital application to facilitate these processes.



Providence Talks: Preparing Every Child for Success in School

Providence Talks helps parents use more words with their children during the critical brain development years from birth to age three. The program uses new technology that counts the number of words that children are hearing and the amount of parent-child "conversational turns" that are taking place in the home. The technology is complemented by monthly visits by coaches who show parents their progress and offer tips for improvement.



The Wellbeing Index Project: Measuring and Managing What Really Matters

It has defined the factors that contribute to wellbeing – personal outlook, environment/ place, health, economic opportunity, learning and community connectedness – and is comprehensively measuring how its citizens and communities fare on these indicators. The City is in the process of developing the Index 2.0, which will include more robust data from city departments and an analysis of nearly 48 million social media posts to help determine the socio-economic factors that affect citizen's opinions of their local government.

Source for all information: http://mayorschallenge.bloomberg.org/

Revised Schedule
Bloomberg Mayor's Challenge Application

Revised 8/9/17

Phase	Day	Day/Date	Activity	Status
Organize and Ideate	Wednesday	August 2	Brief Executive Team	Complete
	Wednesday	August 2	Choose Core Team (CM, Mayor, DCM, Amber, Ian)	Complete
	Wednesday	August 2	Choose Accelerator Team (=8 Dept Reps, Core Team + 4 TBD)	Pending
	Friday	August 4	Send Invitations to Leadership Charrette	Complete
	Tuesday	August 8	Leadership Charrette (Accelerator Team+Committee Chairs/Vice Chairs)	Complete
	Thursday	August 10	Launch Public Survey	Pending
	Thursday	August 10	Staff Report for Meeting of August 16 Due	Complete
	Friday	August 11	Send Invitations for 8/25 Changemaker Meeting	
	Wednesday	August 16	Council Meeting (Concept and Schedule Overview)	
	Monday	August 21	Survey Responses Due	
	Friday	August 25	Changemaker Meeting (Mayor's invitees – Precedes Innovation Fest)	
	Friday	August 25	Innovation Fest (Accelerator Team +Changemakers+Best of Class from Survey)	
Select	Thursday	August 31	Review Panel Initial Meeting	
	Tuesday	September 5	Review Panel Selection Meeting (1-3 top ideas)	
	Wednesday	September 6	Accelerator Survey Due	
	Thursday	September 14	Staff Report Due for Meeting of September 20 Due	
	Tuesday	September 19	Accelerator Workshop	
	Wednesday	September 20	Council Workshop	
Refine and Submit	Thursday	September 21	Begin Finalizing Application Materials	
	Thursday	September 28	Staff Report for Council Meeting of October 4 Due	
	Wednesday	October 4	Council Meeting (Review of Final Concept)	
	Monday	October 16	Final Check-in w/ Mayor to Review Submittal	
	Friday	October 20	Submittals Due to Bloomberg	

Attachment 2