

**CITY OF WEST SACRAMENTO
REGULAR MEETING OF THE WEST SACRAMENTO CITY COUNCIL AND
WEST SACRAMENTO REDEVELOPMENT SUCCESSOR AGENCY & WEST SACRAMENTO FINANCING AUTHORITY
JANUARY 20, 2021 AGENDA**

Martha Guerrero, Mayor

Christopher T. Ledesma, Council Member
Norma Alcalá, Council Member

Quirina Orozco, Council Member
Vacant

Aaron Laurel, City Manager
Jeffrey Mitchell, City Attorney

7:00 PM Call to Order

Pursuant to the Governor's Executive Order N-29-20, until further notice, to reduce the spread of COVID-19, members of the West Sacramento City Council and staff will participate in meetings via a teleconference. Members of the public are asked to watch the meeting Livestream (<https://www.cityofwestsacramento.org/government/meetings-agendas/city-council>), or via Wave Cable Channel 20.

To submit a comment in writing, please email clerk@cityofwestsacramento.org and write "Public Comment" in the subject line. In the body of the email, include the item number and/or title of the item as well as your comments. All comments received by 4:30 PM will be provided to the City Council and posted on the website. The comments submitted shall become part of the record of the meeting.

To make a verbal comment during the meeting, join the meeting using the Zoom meeting link or the phone number, below. The Mayor will request public comment during Item 1a, prior to the first item on Consent, and after the staff presentation for any other item on the agenda. Once the Mayor has announced the public comment period, if you would like to make a comment please do one of the following: (1) If you are joining the meeting via zoom, press the "raise a hand" button; OR (2) if you are joining the meeting by phone, press *9. When it is your turn to comment, the Mayor or the Clerk will call you by name or phone number and City staff will unmute your microphone. You will have three minutes to speak. Once your public comment has ended, you will be muted again.

Join by Electronic Device:

<https://westsacramento.zoom.us/j/92095642935?pwd=MG1yWWpkVndFcWw2VFp6T09hUFNMdz09>

ID: 920 9564 2935
Passcode: 004264

Join by Phone: 1-669-900-9128

ID: 920 9564 2935
Passcode: 004264

If you need special assistance to participate in this meeting, please contact the City Clerk's Office, (916) 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.

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

Bikeshare Policy Steering Committee -----	Vacant
City/County 2x2 -----	Vacant, Orozco
City/School 2x2 -----	Orozco, Vacant
Executive Commission for the Homeless 10-Year Plan -----	Orozco, Alternate - Vacant
EIFD Public Financing Authority -----	Ledesma, Vacant, Vacant
League of California Cities -----	Vacant
Local Agency Formation Commission -----	Vacant
Port District Commission -----	Ledesma; Alternate - Orozco
Remote Access Network-----	Guerrero
River City Regional Stadium Financing Authority-----	Vacant, Ledesma
Sacramento Area Council of Governments (SACOG)-----	Ledesma; Alternate - Vacant
Sacramento Regional County Sanitation District Board -----	Orozco; Alternate - Vacant
Water Resources Association -----	Guerrero
West Sacramento Area Flood Control Agency JPA-----	Vacant; Alternate - Orozco
Yolo County Housing Authority-----	Orozco
Yolo County Transportation District-----	Ledesma; Alternate - Vacant
Yolo Habitat Conservancy-----	Guerrero; Alternate - Ledesma

Yolo-Solano Air Quality Management District ----- Vacant; Alternate - Guerrero
 Yolo Subbasin Sustainable Groundwater Agency----- Guerrero
COUNCIL INTERMEDIARY REPRESENTATIVES
 Delta Protection Commission----- Vacant; Alternate - Vacant
 New Hope Community Development Corporation----- Vacant
 Yolo County Consolidated Redevelopment Successor Agency Oversight Board ----- Ledesma

1C. COUNCIL APPOINTMENTS, REAPPOINTMENTS, REMOVALS TO/FROM CITY AND NON-CITY BOARDS AND COMMISSIONS
 Library Advisory Board

CONSENT AGENDA

2. CAPITAL PROJECTS AND TRANSPORTATION

CONSIDERATION OF RESOLUTION 21-02 REQUESTING AUTHORIZATION TO EXECUTE AND SUBMIT FY 2020/21 TRANSPORTATION DEVELOPMENT ACT (TDA) CLAIM TO THE SACRAMENTO AREA COUNCIL OF GOVERNMENTS (SACOG) (LAUREL)

Comment: This purpose of this report is to request City Council authorization to execute and submit the FY 2020/2021 Transportation Development Act Claim to the Sacramento Area Council of Governments.

3. CAPITAL PROJECTS AND TRANSPORTATION

CONSIDERATION OF AMENDMENT NO. 2 TO THE CONTRACT WITH NOMAD TRANSIT LLC FOR THE WEST SACRAMENTO ON-DEMAND RIDESHARE PROGRAM TO COMPLY WITH CALIFORNIA PROPOSITION 22 (LAUREL)

Comment: The purpose of this report is to request City Council approve and authorize the City Manager to execute Amendment No. 2 to the existing contract with NoMad Transit LLC (Via Transportation Inc.) to comply with recently passed state legislation, Proposition 22.

4. CAPITAL PROJECTS AND TRANSPORTATION

CONSIDERATION OF AUTHORIZATION TO PURCHASE TOUCHLESS PEDESTRIAN PUSH BUTTONS FROM JAM SERVICES, INC. FOR THE WEST CAPITOL AVE. SAFETY ENHANCEMENT AND ROAD REHABILITATION PROJECT CIP 15029 (LAUREL)

Comment: The purpose of this report is to provide the City Council with sufficient information for approval of the purchase of Touchless Pedestrian Push Buttons (PPB) from JAM Services, Inc. for the West Capitol Avenue Safety Enhancement and Road Rehabilitation Project CIP 15029.

5. CAPITAL PROJECTS AND TRANSPORTATION

CONSIDERATION OF APPROVAL OF CONTRACT AMENDMENT 3 FOR PROFESSIONAL SERVICES WITH WOOD RODGERS, INC. FOR THE RIVERFRONT STREET EXTENSION AND 5TH STREET WIDENING PROJECT CIP 15032 (LAUREL)

Comment: The purpose of this report is to provide the City Council with sufficient information for approval of professional services contract Amendment 3 with Wood Rodgers, Inc. for design and engineering support services through the construction phase of the Riverfront Street Extension and 5th Street Widening Project (Project), CIP 15032.

6. CAPITAL PROJECTS AND TRANSPORTATION

CONSIDERATION OF COUNCIL APPROVAL OF UPDATES TO THE EXISTING CITYWIDE FREEWAY MAINTENANCE AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION AND MAINTENANCE OF PROJECTS WITHIN CALIFORNIA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY (LAUREL)

Comment: The objective of this report is to provide the City Council with sufficient information for approval of updates to the existing Citywide Freeway Maintenance Agreement with the California Department of Transportation (State or Caltrans) for the construction and maintenance projects within Caltrans Right of Way.

7. COMMUNITY DEVELOPMENT/DEVELOPMENT ENGINEERING

CONSIDERATION OF RESOLUTION 21-08 APPROVING PARCEL FINAL MAP 5168, LOCATED AT THE INTERSECTION OF JEFFERSON BOULEVARD AND TAPLEY ROAD (ROBINSON)

Comment: The objective of this report is to obtain the City Council's consideration of Parcel Map 5168 and adoption of Resolution 21-08 approving Parcel Final Map 5168.

8. COMMUNITY DEVELOPMENT/ DEVELOPMENT ENGINEERING

CONSIDERATION OF AMENDMENT 2 TO THE CONTRACT FOR SERVICES BETWEEN CITY OF WEST SACRAMENTO AND SOUSA LAND SURVEYS, INC. FOR A ONE-YEAR TIME EXTENSION (ROBINSON)

Comment: This item seeks consideration of an amendment to the Contract for Services between the City of West Sacramento and Sousa Surveying, Inc. for the position of City Surveyor for a one-year time extension.

9. **COMMUNITY DEVELOPMENT/ENVIRONMENTAL SERVICES**
CONSIDERATION AND APPROVAL OF A PROFESSIONAL SERVICES CONTRACT WITH R3 CONSULTING GROUP, INC AND CONSIDERATION OF RESOLUTION 21-6 ESTABLISHING A BUDGET APPROPRIATION OF UP TO \$40,000 FROM THE REFUSE FUND (ROBINSON)
- Comment:** The purpose of this item is to request the City Council's approval to execute a professional services contract with R3 Consulting Group, Inc., and adoption of Resolution 21-6 to appropriate \$40,000 from the refuse fund for this work.
10. **COMMUNITY DEVELOPMENT/ENVIRONMENTAL SERVICES**
CONSIDERATION OF APPROVAL FOR A DEFERRED FRONTAGE IMPROVEMENT AGREEMENT, A DEFERRED FIRE ACCESS IMPROVEMENT AGREEMENT, AND A DEDICATED LAND REIMBURSEMENT AGREEMENT FOR THE WEST PROJECT (801 RIVERFRONT STREET, APN 058-320-086) (ROBINSON)
- Comment:** The purpose of this item is to facilitate the Council's consideration of a Deferred Frontage Improvement Agreement, a Dedicated Land Reimbursement, and a Deferred Fire Access Improvement Agreement, with 801 Riverfront Property Owner, LLC (Developer) for the West Project.
11. **COMMUNITY DEVELOPMENT/ DEVELOPMENT ENGINEERING**
CONSIDERATION OF RESOLUTION 21-11 APPROVING PARCEL MAP NO 5125 AND THE ASSOCIATED SUBDIVISION IMPROVEMENT AGREEMENT LOCATED AT 425 G STREET (ROBINSON)
- Comment:** The objective of this report is to obtain the City Council's consideration and adoption of Resolution 21-11 approving Parcel Map 5125 and the associated Subdivision Improvement Agreement.
12. **ECONOMIC DEVELOPMENT AND HOUSING**
CONSIDERATION OF AGREEMENT WITH PALADIN LAW GROUP TO SUPPORT REMEDIATION OF CAPITOL PLATING BROWNFIELD SITE (JACOBSON)
- Comment:** The objective of this report is City Council consideration and approval of an agreement with Paladin Law Group for contingent legal services to support remediation of the Brownfield site at 319 3rd Street, known as Capitol Plating, pursuant to Gatto Act (State of California Health and Safety Code Sections 25403 and 25403.1).
13. **ECONOMIC DEVELOPMENT AND HOUSING**
CONSIDERATION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST SACRAMENTO ESTABLISHING A BUDGET APPROPRIATION OF \$2,091,752 FOR SUPPORTIVE SERVICES AND OPERATIONAL COSTS RELATED TO THE HOMEKEY PROGRAM AT THE RODEWAY INN TO PROVIDE INTERIM HOUSING FOR INDIVIDUALS EXPERIENCING OR AT RISK OF EXPERIENCING HOMELESSNESS TO RESPOND TO THE COVID-19 PANDEMIC WITH GRANTS FROM ENTERPRISE COMMUNITY PARTNERS, INC., EMERGENCY SOLUTIONS CORONAVIRUS ROUND 2, AND COMMUNITY DEVELOPMENT BLOCK GRANT (JACOBSON)
- Comment:** The purpose of this report is to provide sufficient information to facilitate Council consideration of adopting Resolution 21-4 recognizing revenue of \$960,000 from Enterprise Community Partners, Inc., \$553,091 from Emergency Solutions Grant Coronavirus Round 2, and \$578,661 from the Community Development Block Grant Program and authorizing expenditure of the funds for supportive services and operational costs related to the City's Homekey interim housing program at the prior Rodeway Inn.
14. **ECONOMIC DEVELOPMENT AND HOUSING**
CONSIDERATION OF AGREEMENT FOR SERVICES WITH THE YOLO COUNTY CHILDREN'S ALLIANCE FOR CASE MANAGEMENT AND SUPPORTIVE SERVICES FOR THE HOMEKEY PROGRAM AT THE RODEWAY INN (JACOBSON)
- Comment:** The purpose of this report is to provide sufficient information for the Council to approve an agreement for services with the Yolo County Children's Alliance to provide case management and supportive services for the Homekey Program at the Rodeway Inn.
15. **ECONOMIC DEVELOPMENT AND HOUSING**
CONSIDERATION OF AGREEMENT FOR SERVICES WITH THE MERCY COALITION OF WEST SACRAMENTO FOR FOOD DISTRIBUTION AND LAUNDRY SERVICES FOR THE HOMEKEY PROGRAM AT THE RODEWAY INN (JACOBSON)
- Comment:** The purpose of this report is to provide sufficient information for the Council to approve an Agreement for Services with the Mercy Coalition of West Sacramento to provide food distribution and laundry services for the Homekey Program at the Rodeway Inn.
16. **ECONOMIC DEVELOPMENT AND HOUSING**
CONSIDERATION OF AGREEMENT FOR SERVICES WITH YOLO COUNTY HOUSING FOR PROPERTY MANAGEMENT SERVICES FOR THE HOMEKEY PROGRAM AT THE RODEWAY INN (JACOBSON)
- Comment:** The purpose of this report is to provide sufficient information for the Council to approve an Agreement for Services with Yolo County Housing to provide property management services for the Homekey Program at the Rodeway Inn.

17. **ECONOMIC DEVELOPMENT AND HOUSING**
CONSIDERATION OF A SECOND READING AND ADOPTION OF ORDINANCE 21-1 APPROVING A DEVELOPMENT AGREEMENT WITH THE KIND PROJECT INVESTORS, LP (JACOBSON)
- Comment:** The objective of this report is to facilitate the Council's consideration of a second reading and adoption of Ordinance 21-1 approving a development agreement between Kind Project Investors, LP, and the City of West Sacramento (City) for a future project proposed at 600 4th Street and 429 F Street in the Washington Specific Plan area.
18. **FINANCE AND TECHNOLOGY**
CONSIDERATION OF RESOLUTION 21-13 APPROVING A BUDGET APPROPRIATION TO FUND THE INCREASE IN COST FOR THE MICROSOFT ENTERPRISE AGREEMENT FOR FISCAL YEARS 2020/2021 (RAPER)
- Comment:** The purpose of this report is to provide the City Council with sufficient information to consider approving a budget appropriation to cover an increase in our Microsoft Enterprise Agreement due to new product licenses.
19. **PARKS AND RECREATION**
CONSIDERATION OF THE BEES LAKES HABITAT RESTORATION PLAN AND PROJECT DESIGN AND CERTIFYING THE INITIAL STUDY/NEGATIVE MITIGATED DECLARATION FOR THE PROJECT (MICHEL)
- Comment:** The objective of this report is to obtain Project approval from the City Council for the Bees Lakes Habitat Restoration Plan and Project Design and for the City Council to adopt Resolution No. 21-20 certifying the environmental documents for the Project in compliance with CEQA.
20. **PARKS AND RECREATION**
CONSIDERATION OF ADOPTION OF RESOLUTION 21-03 APPROVING THE APPLICATION(S) FOR PROP 68 PER CAPITA GRANT FUNDS (MICHEL)
- Comment:** This report requests City Council consideration of adopting Resolution 21-03 which authorizes the City to apply to California State Parks for future recreation project funding as part of the Prop 68 Per Capita Grant Program.
21. **PUBLIC WORKS**
CONSIDERATION OF APPROVAL OF AN AMENDMENT TO THE CONTRACT WITH KARLA'S JANITORIAL & SUPPLIERS TO PROVIDE JANITORIAL SERVICES FOR ADDITIONAL CITY OF WEST SACRAMENTO CITY FACILITIES (ROBERTS)
- Comment:** The purpose of this report is to amend the contract with Karla's Janitorial & Suppliers to provide janitorial services for four additional departments of the City of West Sacramento.
22. **CITY MANAGER/CITY CLERK**
CONSIDERATION OF APPROVAL OF THE MINUTES OF THE DECEMBER 9, 2020 REGULAR MEETING AND JANUARY 7, 2021 SPECIAL MEETING (BERLIN)

REGULAR AGENDA

23. **CITY MANAGER**
CONSIDERATION OF RESOLUTION 21-12 OF THE CITY COUNCIL OF THE CITY OF WEST SACRAMENTO CALLING A SPECIAL ALL-MAIL BALLOT ELECTION ON AUGUST 31, 2021 AND REQUESTING YOLO COUNTY ELECTIONS TO PROVIDE ELECTION SERVICES OR, IN THE ALTERNATIVE, CONSIDERATION OF FILLING COUNCIL VACANCY BY APPOINTMENT (BERLIN)
- Comment:** The purpose of this report is to call an all-mail ballot election for the purpose of electing a council member to fill an immediate vacancy on the City Council or, alternatively, for the Council to consider and take action to fill the vacancy by appointment, following up on the Council's discussion from the December 9, 2020 and January 7, 2021 meetings.
- Recommendation:** Staff respectfully recommends that the City Council adopt Resolution 21-12 calling a special all-mail ballot election on August 31, 2021 and requesting Yolo County Elections to provide election services. Staff is also prepared to implement alternative Council action related to filling the vacancy by appointment.
24. **COMMUNITY DEVELOPMENT/DEVELOPMENT ENGINEERING**
CONSIDERATION OF A PRESENTATION AND DISCUSSION OF THE STATUS OF THE DRAFT STORM DRAINAGE AND STORM WATER MASTER PLAN (ROBINSON)
- Comment:** The objective of this report is to present an update, facilitate discussion, and receive input from the City Council regarding the Citywide Draft Storm Drainage and Stormwater Master Plan (SDSWMP).
- Recommendation:** Staff respectfully recommends that the Council receive the presentation and provide comments and/or direction to staff regarding the Draft Storm Drainage/Stormwater Master Plan. Comments from this presentation will be considered prior to finalizing the SDSWMP.

25. **ECONOMIC DEVELOPMENT & HOUSING**
CONSIDERATION OF APPROVAL OF THE 2021 DRAFT HOUSING ELEMENT FOR SUBMISSION TO CALIFORNIA HOUSING AND COMMUNITY DEVELOPMENT (JACOBSON)
- Comment:** The objective of this report is to provide the City Council with a presentation regarding the update to the Housing Element of the City's General Plan to facilitate consideration of approval of the draft Housing Element for submittal to the State Department of Housing and Community Development (HCD).
- Recommendation:** Staff respectfully recommends that the City Council receive a presentation from staff on the draft Housing Element; and approve the draft Housing Element for submittal to HCD.
26. **CITY MANAGER/HUMAN RESOURCES**
CONSIDERATION OF RESOLUTION 21-5 FOR EXEMPTION TO THE 180-DAY WAIT PERIOD FOR HIRING A RETIREE AS A TEMPORARY EXTRA-HELP EMPLOYEE (GOVERNMENT CODE SECTIONS 7522.56 AND 21224) (BERLIN)
- Comment:** The objective of this report is to provide the City Council with sufficient information to approve a Resolution to waive the 180-day period for hiring a retired annuitant.
- Recommendation:** It is respectfully recommended that the City Council approve Resolution 21-5 for exemption to the 180-day wait period for hiring a retiree as a temporary extra-help employee.

ADMINISTRATIVE FUNCTION – PART II

27. 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
JANUARY 20, 2021 CLOSED SESSION AGENDA**

Martha Guerrero, Mayor

Christopher T. Ledesma, Council Member
Norma Alcalá, Council Member

Quirina Orozco, Council Member
Vacant

Aaron Laurel, 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(d)(2):1

2. CITY ATTORNEY

Conference with Legal Counsel – Initiation of Litigation – GC §54956.4(d)(4)

3. CITY ATTORNEY

Conference with Legal Counsel – Anticipated Litigation -- GC §54956.9(d)(2) – Threat of Litigation contained in October 10, 2018 letter from Scott Rafferty

4. CITY ATTORNEY

Conference with Labor Negotiator - GC §54957.6

Agency Negotiator: Laura Izon

Employee Organization: Police Officer's Association (POA); Police Manager's Association (PMA)

I, Yashin Abbas, City Clerk, declare under penalty of perjury that the foregoing agenda for the January 20, 2021 regular and closed session meetings of the West Sacramento City Council, Redevelopment Successor Agency and Financing Authority was posted January 15, 2021 in the office of the City Clerk, 1110 We Capitol Avenue, West Sacramento, CA and was available for public review.

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.

The agenda and agenda reports are also available on the City's website at www.cityofwestsacramento.org

City Council meetings are broadcast live on Wave Cable Channel 20 and rerun the next day at 12:00 PM and the following Saturday at 6:00 PM.

All public materials related to an item on this agenda submitted to the City Council after distribution of the agenda packet are also made available for public inspection on the City's website at: www.cityofwestsacramento.org. Any document provided at the meeting by staff or by the public will be provided by the City Clerk upon request by phone at (916) 617-4500, or by email at: clerk@cityofwestsacramento.org.

MEETING DATE: January 20, 2021

ITEM #2

SUBJECT:

CONSIDERATION OF RESOLUTION 21-02 PROVIDING AUTHORIZATION TO EXECUTE AND SUBMIT FY 2020/21 TRANSPORTATION DEVELOPMENT ACT (TDA) CLAIM TO THE SACRAMENTO AREA COUNCIL OF GOVERNMENTS (SACOG)

INITIATED OR REQUESTED BY:

Council Staff
 Other

REPORT COORDINATED OR PREPARED BY:

Sarah Strand, Senior Transportation Planner
Capitol Projects & Transportation

ATTACHMENT Yes No Information Direction Action

OBJECTIVE

This purpose of this report is to request City Council authorization to execute and submit the FY 2020/2021 Transportation Development Act (TDA) Claim to the Sacramento Area Council of Governments (SACOG).

RECOMMENDED ACTION

Staff respectfully recommends that the City Council adopt Resolution 21-02 (Attachment 1) providing authorization to the City Manager, or designee, to execute and submit the FY 2020/21 Transportation Development Act (TDA) claim to SACOG.

BACKGROUND

The Transportation Development Act (TDA) is administered by the California Department of Transportation (Caltrans) and provides two sources of public transportation funding for local governments: Local Transportation Funds (LTF) and State Transit Assistance (STA) funds. The funds are intended for the development and support of public transportation needs that exist in California and are allocated to counties based on population, taxable sales and transit performance.

TDA funds are primarily intended to support public transit services, but can support a wide variety of transportation programs including planning activities, pedestrian and bicycle facilities, road rehabilitation or other community transit, bus and rail projects. However, STA funds have more restrictive criteria and regulations that must be met in order to fund eligible expenses. The City must annually submit a claim for review and approval by the SACOG Board of Directors to claim its allocation of TDA funds. Upon SACOG approval of the TDA Claim, Yolo County disburses the allocation request to the City. West Sacramento has been allocated \$3,164,900 (\$2,882,786 LTF/ \$282,114 STA) in TDA funds for FY 2020/21.

ANALYSIS

The attached FY 2020/21 SACOG TDA Claim Packet (Attachment 2) reflects the FY 2020/21 projected expenses summarized in the table below.

<i>FY 20/21 Projected TDA Expenses</i>	Cost	Source
<i>YCTD Fixed Route Services</i>	\$1,541,351	LTF
<i>YCTD ADA Paratransit Services</i>	\$166,263	STA
<i>On-Demand Transit Services</i>	\$1,227,395	LTF
<i>Bus Shelter & Yard Maintenance</i>	\$33,000	LTF
<i>SACOG Annual Planning Fees</i>	\$89,158	LTF
<i>Staff Transit Planning & Coordination</i>	\$115,000	STA
TOTAL	\$3,172,167	

Fund balances from previous years are requested to pay for the FY 2020/21 TDA claim expenses (except for SACOG Planning Fees, which always draw from the current fiscal year's allocation). The table below summarizes current allocations, claims, and remaining fund balances for FY 2020/21.

	Carry Over from Previous Years	FY 2020/2021 TDA Allocation	FY 2020/2021 Total Available	FY 2020/2021 TDA Claim Expenses	FY 2020/2021 Remaining Balance
LTF	\$2,801,746	\$2,882,786	\$5,685,532	(\$2,890,904)	\$2,794,628
STA	\$1,644,596	\$282,114	\$1,926,710	(\$281,263)	\$1,645,447
Totals	\$4,446,342	\$3,164,900	\$7,611,242	(\$3,172,167)	\$4,439,075

Environmental Considerations
 Not applicable.

Commission Recommendation
 Not applicable.

Strategic Plan Integration

Approving the submission of the annual TDA Claim supports the City’s mission to provide quality municipal services and inspire community improvements that add value to the lives of our residents, and directly implements the 2020 City Strategic Plan goals of fostering Sustainable Mobility Systems through the provision of convenient and sustainable transportation choices, supports climate goals by encouraging shared trips to help reduce greenhouse gas emissions, and preserve inclusive economic development strategies by connecting residents and workers to opportunities through affordable transportation services.

Alternatives

- 1) Authorize staff to submit the TDA Claim to SACOG as presented herein.
- 2) Direct staff to modify the TDA Claim and return to City Council for further consideration.
- 3) Reject staff’s request to submit the TDA Claim to SACOG and provide staff with direction on next steps.

Coordination and Review

This report and the FY 2020/21 TDA Claim was coordinated by the Transportation & Mobility Division of the Capital Projects & Transportation Department, in conjunction with the YCTD budget process and City Council approved West Sacramento On-Demand Rideshare contract renewal. Review was conducted by the City’s Finance Division and SACOG staff.

Budget/Cost Impact

As of FY 2019/20, the current TDA fund balance is accrued as a receivable with SACOG for \$7,611,242. The approval of this report will authorize the City to submit a claim to draw \$3,172,167 for FY 2020/21 budgeted expenses, leaving a remaining balance of \$4,439,075 for future public transportation and other eligible costs.

Claim approval will provide full funding for the June 17, 2020 City Council approved renewal of the West Sacramento On-Demand Rideshare service operated by Via. Approval of this claim will also continue to fund fixed route and paratransit service operations and maintenance at existing levels, as approved by the YCTD Board on June 30, 2020. Both transit programs suffered significant impacts to ridership as a result of the COVID-19 pandemic, however the costs to the City are less than in previous years due to: 1) YCTD receipt and application of \$1.5M in CARES Act relief funding toward West Sacramento’s total contribution to the District’s annual operating costs, and 2) reductions in the total number of On-Demand Rideshare service hours to meet lower demand, resulting in cost savings through the fiscal year (actual and projected through June 2021).

Per City Council direction, staff has continued coordinating closely with YCTD staff to review and work toward the implement of service modifications resulting from the YCTD-led Comprehensive Operational Analysis (COA) process, alongside COVID-19 impacts. The YCTD Board is expected to consider adoption of the final COA, with revised recommendations following a reassessment study in light of the pandemic impacts, in Spring 2021. No additional budget impacts are anticipated from the implementation of the COA in FY 2020/21.

ATTACHMENT(S)

- Attachment 1 – Resolution 21-02 Requesting Authorization to Execute and Submit FY 2020/21 TDA Claim to the Sacramento Area Council of Governments (SACOG) for Approval
- Attachment 2 – FY 2020/21 TDA Claim Packet
- Attachment 3 – SACOG FY 20/21 LTF Findings of Apportionment and STA Allocation

ATTACHMENT 1

RESOLUTION 21-02

A RESOLUTION OF THE CITY COUNCIL OF WEST SACRAMENTO PROVIDING AUTHORIZATION TO EXECUTE AND SUBMIT THE FY 2020/21 TRANSPORTATION DEVELOPMENT ACT (TDA) CLAIM TO THE SACRAMENTO AREA COUNCIL OF GOVERNMENTS (SACOG)

WHEREAS, the State of California enacted the Transportation Development Act (TDA) in 1972 to provide funds for transportation needs each fiscal year; and

WHEREAS, Section 99260 of the Public Utilities Code requires local agencies to file an estimated claim of transportation needs for each fiscal year with the Regional Transportation Planning Agency; and

WHEREAS, the Sacramento Area Council of Governments (SACOG) is the designated Regional Transportation Planning Agency to receive such claims for approval pursuant to the rules and regulations adopted by the Secretary of the Business and Transportation Agency; and

WHEREAS, SACOG has adopted a finding of apportionment for Local Transportation Funds and an allocation of State Assistance Funds for Fiscal Year 2020/21; and

WHEREAS, the City of West Sacramento has identified \$3,172,167 in transportation funding needs for Fiscal Year 2020/21.

NOW, THEREFORE, BE IT RESOLVED, that the attached Fiscal Year 2020/21 TDA Claim be hereby approved by the City Council for execution and submittal to SACOG by the City Manager, or his designee, for approval.

PASSED AND ADOPTED by the City Council of the City of West Sacramento this 20th day of January 2021 by the following vote:

AYES:
NOES:
ABSENT:

Martha Guerrero, Mayor

ATTEST:

Yashin Abbas, City Clerk



TRANSPORTATION

DEVELOPMENT ACT

CLAIM PACKET

Sacramento Area Council of Governments
1415 L Street, Suite 300
Sacramento, CA 95814

TRANSPORTATION DEVELOPMENT ACT CLAIM CHECKLIST

Please check the following, items as being either included with the attached TDA claim package or are on file at SACOG.

Item	Claimant	Attached	On file
• TDA-1 Annual Transportation Development Claim	All claimants	<input checked="" type="checkbox"/>	N/A
• TDA-2 Project and Expenditure Plan (for the fiscal year of this claim and the prior fiscal year)	All claimants	<input checked="" type="checkbox"/>	N/A
• TDA-3 Status of Previously Approved Projects	All claimants	<input checked="" type="checkbox"/>	N/A
• TDA-4 Statement of Conformance	All claimants	<input checked="" type="checkbox"/>	N/A
• TDA-5 TDA Claim Certification	All claimants	<input checked="" type="checkbox"/>	N/A
• Resolution by governing body that authorized the claim	All claimants	<input checked="" type="checkbox"/>	N/A
If Claimant is a Transit Agency or Jurisdiction is Contracting for Transit Service			N/A
• CHP Safety Compliance Report (Completed within the past 13 months)	Claimants for transit service	_____	_____
• Adopted or proposed budget for the fiscal year of the claim	Claimants for transit service	_____	<input checked="" type="checkbox"/>
• Signed copy of transit service contract	Claimants for transit service	_____	<input checked="" type="checkbox"/>
• Area wide transfer agreement, resolution	Claimants that allow inter-system transfers	_____	<input checked="" type="checkbox"/>
• Information establishing eligibility under efficiency Criteria – STA Operator Qualifying Criteria calculation based on section 99314.6	Claimants for revenue-based STA funds	_____	<input checked="" type="checkbox"/>
• Certification that claim is consistent with Capital Improvement Program	Claimants for bike/ped facilities	_____	N/A
• Compliance with PUC Sec. 99155 & 99155.5	Claimants for transit service	_____	<input checked="" type="checkbox"/>
• Copy of Ten Year Capital & Operations Program	Claimants for transit service	_____	N/A

TDA-1

TRANSPORTATION DEVELOPMENT ACT CLAIM

TO: Sacramento Area Council of Governments
1415 L Street, Suite 300
Sacramento, CA 95814

FROM: Claimant City of West Sacramento
Address 1110 W Capitol Ave
City West Sacramento Zip Code 95691
Contact Person Sarah Strand
Phone (916)617-5310 Email sarahs@cityofwestsacramento.org

The above claimant hereby requests, in accordance with authority granted under the Transportation Development Act and applicable rules and regulations adopted by the Sacramento Area Council of Governments (SACOG), that its request for funding be approved as follows:

LTF \$2,801,746 (FY 19 / 20)
\$89,158 (FY 20 / 21)
____ (FY /)
____ (FY /)

STA \$20,129 (FY 14 / 15)
\$257,095 (FY 15 / 16)
\$4,039 (FY 16 / 17)

STA-SGR _____ (FY /)
_____ (FY /)

(Specify STA and/or STA-SGR)

Submitted By Sarah Strand
Title Senior Transportation Planner
Date November 18, 2020

TDA-2

ANNUAL PROJECT AND EXPENDITURE PLAN

		Claimant: City of West Sacramento					Fiscal Year: 2020				
Project Title and TDA Article Number	SOURCES OF FUNDING										
	TDA LTF	TDA STA	TDA STA-SGR	Transit Fares	Measure A	Road Fund	Developer Fees/Const. Tax	Federal/State	Other	TOTAL	
YCTD Fixed Route Service. Article 8 Section 99400 (c) / Article 4 Section 6731 (b)	\$1,541,351										
YCTD ASA Paratransit Planning & Operations. Article 4 Section 6731 (b)		\$166,263									
Bus Shelter Maintenance. Article 8 Section 99260 (a)	\$33,000										
Via On-Demand Transit Planning & Operations. Article 8 Section 99400 (c)	\$1,227,395			250,000							
Local Transit Planning & Coordination. Article 4 Section 6721 (b)		\$115,000									
SACOG Planning	\$89,158										
TOTAL REQUEST	\$2,890,904	\$281,263	\$	\$ 250,000	\$	\$	\$	\$	\$	\$	

TDA-3
STATUS OF PREVIOUSLY APPROVED PROJECTS

Instructions: Describe the status of all prior fiscal year TDA claim projects and any projects from previous years, which are still active.

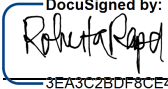
- Include both operating and capital projects
- Approved amounts should be as specified in TDA claims approved by SACOG
- Expenditures should be to date
- Project status should be either "Complete" or "Active"

Fiscal Year	Project Title	Amount Approved	Expenditures	Project Status
12/13	FY 19/20 Yolobus Operations	\$34,043	\$34,043	Complete
13/14	FY 19/20 Yolobus Operations	\$256,395	\$256,395	Complete
14/15	FY 19/20 Yolobus Operations	\$112,803	\$112,803	Complete
14/15	FY 19/20 Local Transit Planning & Coordination	\$115,000	\$115,000	Complete
17/18	FY 19/20 Yolobus Operations	\$1,312,730	\$1,312,730	Complete
18/19	FY 19/20 Yolobus Operations	\$234,565	\$234,565	Complete
18/19	FY 19/20 ADA Paratransit Operations & Planning	\$132,112	\$132,112	Complete
18/19	FY 17/18 (July 2018) Yolobus Service - Route 340A (Zigg/CalSTRS)	\$6,229	\$6,229	Complete
18/19	FY 19/20 Bus Shelter Maintenance	\$28,000	\$28,000	Complete
18/19	FY 19/20 Via On-Demand Transit Planning & Operations	\$1,905,000	\$1,905,000	Complete
19/20	FY 19/20 SACOG Planning	\$86,652	\$86,652	Complete
TOTAL		\$ 4,223,528	\$ 4,223,528	

TDA-4
STATEMENT OF CONFORMANCE

Form TDA-4 must be completed and signed by the Administrative Office of the submitting claimant.

The City of West Sacramento hereby certifies that the Transportation Development Act claim for fiscal year(s) 2020-2021 in the amount of \$ 2,890,904 (LTF), \$ 281,263 (STA) and \$ 0 (STA-SGR) for a total of \$ 3,172,167 conforms to the requirements of the Transportation Development Act and applicable rules and regulations. (See Attachment A for listing of conformance requirements)

Certified by Chief Financial Officer  _____
Title Director of Finance and Technology
Date January 20, 2021

TDA Claim Certification Form

I, Roberta Raper, Chief Finance Officer for the City of West Sacramento, do hereby attest, as required under the California Code of Regulations, Title 21, Division 3, Chapter 2, Section 6632, to the reasonableness and accuracy of the following:

- (a) The attached budget or proposed budget for FY 2020/2021.
- (b) The attached certification by the Department of the California Highway Patrol verifying that YCTD is in compliance with Section 1808.1 of the Vehicle Code, as required in Public Utilities Code Section 99251.
- (c) The estimated amount of \$3,172,167 maximum eligibility for moneys from the local transportation fund and the state assistance fund, as defined in Section 6634, is \$ 3,172,167.

DocuSigned by:

 3EA3C2BDE8CE441...

 (Signature) Chief Financial Officer

City of West Sacramento

 (Agency Name)

January 20, 2021

 (Date)

ATTACHMENT A
CONFORMANCE - TDA CLAIMANTS
Standard Assurances

- 1) 180-Day Certified Fiscal Audit (*Applies to all claims; SACOG administers fiscal audits for all operators in the region, with the exception of the Sacramento Regional Transit District*) - Assurance that the claimant has submitted a satisfactory independent fiscal audit, with required certification, to SACOG and to the State Controller not more than 180 days after the end of the prior fiscal year (Sections 99245 and 6664).
- 2) 90-Day Annual State Controller Report (*Applies to all transit claims*) – Assurance that claimant has submitted this report to the State Controller in conformance with the uniform system of accounts and record not more than 90 days after the end of the prior fiscal year (110 days for electronically submissions) (Section 99243). Claimant should also supply a copy of the State Controller report (SCR) to SACOG no more than 120 days after the end of the prior fiscal year.
- 3) Use of Federal Funds (*Applies to all Article 4 claims*) –
 - Claimant filing a claim for TDA funds for capital intensive projects pursuant to Section 99268.7 certifies that it has made every effort to obtain federal funding for any project which is funded pursuant to Section 99268.7.
 - Claimant qualifying for funds pursuant to Section 99268.1 and filing a claim for TDA funds in excess of the amount allowed by Section 99268 certifies that such funds are required in order to obtain maximum federal operating funds in the year such funds are claimed pursuant to Section 6633.1.
- 4) Elderly/Disabled (*Applies to all transit claims*) – That the transit operator is in compliance with Section 99155 pertaining to reduced transit fares for elderly and disabled persons and Section 99155.5 pertaining to dial-a-ride and paratransit services.
- 5) Farebox Recovery Ratio Requirements (*Applies to all transit claims*) – Claimant filing a claim for LTF or STA funds certifies that it will maintain for the project that ratio of fare revenues and local support to operating cost required under Sections 99268 (including all subparts), 99270.1, 99270.2, 99270.6, and under the “Farebox Requirements for Urbanized and Non-Urbanized Service” adopted by the SACOG Board of Directors on March 18, 1982, whichever is appropriate.

Exceptions:

- 6) 50% Expenditure Limitation (*Applies only to claims for LTF*) – Claimant certifies that it was in compliance with Section 99268 certifying that it (the claim) will not exceed 50% of the amount required to meet operating, maintenance, capital and debt service costs of the transit system after deduction of approved federal grants and STA funds estimated to be received for the system. (A claimant can receive up to 100% of capital costs for grade-separated mass transit projects under Section 99268 and 99281, for capital intensive transit-related projects under Section 99268.7. and for extension of services under Section 6619.1 and 6633.8)
- 7) Extension of Services (*Applies only to LTF claims*) - Claimant who received an allocation of LTF funds for extension of service pursuant to Section 99268.8 certifies that it will file a report of these services pursuant to Section 6633.8(b) within 90 days after close of the fiscal year in which that allocation was granted.
- 8) Retirement System (*Applies only to LTF claims*) - Claimant certifies that (1) the current cost of its retirement system is fully funded with respect to the officers and employees of its public transportation system; or (2) the operator

is implementing a plan approved by SACOG which will fully fund the retirement system for such officers and employees within 40 years; or (3) the operator has a private pension plan which sets aside and invests, on a current basis, funds sufficient to provide for the payment of future pension benefits and which is fully compliant with the requirements stated in Section 99272 and 99273.

- 9) Maximum Use of Local Transportation Funds (*Applies only to Sacramento Regional Transit District STA claim*) - That the operator is receiving the maximum allowable amount from the Local Transportation Fund.
- 10) Part-Time Employees (*Applies only to claims for STA*) - Claimant certifies that it is not precluded by any contract entered into on or after June 28, 1979 from employing part-time drivers or contracting with common carriers of persons operating under a franchise or license. Claimant further certifies that no person who was a full-time employee on June 28, 1979 shall have his/her employment terminated or his/her regular hours of employment, excluding overtime, reduced as a result of it employing part-time drivers or contracting with such common carriers.
- 11) Conformance with the Metropolitan (Regional) Transportation Plan (*Applies only to claims for STA*) - Claimant certifies that all of the purposes for claim expenditures are in conformance with the current Short Range Transit Plan, which is an appendix to the Metropolitan (Regional) Transportation Plan.
- 12) Full Use of Federal Funds (*Applies only to STA claims*) - Claimant certifies that it is making full use of federal funds available under the Urban Mass Transportation Act of 1964, as amended.
- 13) Implementation of Productivity Improvements (*Applies only to STA claims*) - Claimant certifies that the operator has made a reasonable effort to implement the productivity improvements recommended pursuant to Section 99244.

COUNTY OF SACRAMENTO
August 2020
FINDINGS OF APPORTIONMENT
LOCAL TRANSPORTATION FUNDS (LTF)
Fiscal Year 2020-2021-Revised

County's Estimated June 30, 2020 Balance	\$0
Local Transportation Fund Income 2020-2021	\$58,284,000
Less: County Administrative Costs	-\$22,000
Less: SACOG Administrative Costs	-\$650,787

Balance for Allocation	\$57,611,213
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Jurisdiction	Population ^{1/}	% of Total Population County	Finding of Apportionment	SACOG Planning	Available to Jurisdiction	Pedestrians & Bicycles ^{2/}	Available to Jurisdiction for Article 4 and Article 8
Sacramento County (Unincorporated)	594,216	38.43%	\$22,140,784	\$36,532	\$22,104,252	\$442,816	\$1,156,856
Citrus Heights	88,095	5.70%	\$3,282,464	\$0	\$3,282,464	\$65,649	\$0
Elk Grove	174,025	11.26%	\$6,484,258	\$194,528	\$6,289,730	\$129,685	\$6,160,045
Folsom	79,835	5.16%	\$2,974,692	\$0	\$2,974,692	\$59,494	\$0
Galt	26,489	1.71%	\$986,993	\$29,610	\$957,384	\$19,740	\$937,644
Isleton	871	0.06%	\$32,454	\$974	\$31,480	\$649	\$30,831
Rancho Cordova	74,471	4.82%	\$2,774,827	\$0	\$2,774,827	\$55,497	\$0
City of Sacramento	508,172	32.87%	\$18,934,742	\$0	\$18,934,742	\$378,695	\$0
TOTALS	1,546,174	100.00%	\$57,611,213	\$261,643	\$57,349,570	\$1,152,224	\$8,285,376

SACRAMENTO REGIONAL TRANSIT DISTRICT and PARATRANSIT

Jurisdiction	Finding of Apportionment	Finding of Apportionment Less Ped & Bicycle	% of Population Within SRTD District	Allocation of Finding of Apportionment	SACOG Planning	Amount Available for To Paratransit, Inc.	Amount Available To SRTD
Sacramento County (Unincorporated)	\$22,140,784	\$21,697,968	94.5%	\$20,504,580	\$627,691	\$1,025,229	\$18,851,660
Rancho Cordova	\$2,774,827	\$2,719,330	100%	\$2,719,330	\$83,245	\$135,967	\$2,500,119
City of Sacramento	\$18,934,742	\$18,556,047	100%	\$18,556,047	\$568,042	\$927,802	\$17,060,202
City of Citrus Heights	\$3,282,464	\$3,216,814	100%	\$3,216,814	\$98,474	\$160,841	\$2,957,500
City of Folsom	\$2,974,692	\$2,915,198	100%	\$2,915,198	\$89,241	\$145,760	\$2,680,197
TOTALS	\$50,107,508	\$49,105,358		\$47,911,970	\$1,466,693	\$2,395,598	\$44,049,678
PI-30%		\$718,680					
SacRT=70%		\$1,676,919	\$45,726,597				

Regional Transit	\$45,726,597
Paratransit	\$718,680
SACOG	\$1,728,336
Ped/Bike	\$1,152,224
Other Jurisdictions	\$8,285,376
Total	\$57,611,213

1. Sources: Report E-5, Department of Finance, Demographic Research Unit, 1-1-2019

2. Amount available to jurisdictions for pedestrian and bicycle purposes (Article 3, Section 99233.3)

Attachment A

COUNTY OF SUTTER
August 2020
FINDINGS OF APPORTIONMENT
LOCAL TRANSPORTATION FUNDS (LTF)
Fiscal Year 2020-2021-REVISED

County's Estimated June 30, 2020 Balance	\$288,005
Local Transportation Fund Income 2020-2021	3,981,797
Less: County Administrative Costs	-2,500
Less: SACOG Administrative Costs	-47,666
	\$4,219,636
Balance for Allocation	\$4,219,636

Jurisdiction	Population ^{1/}	% of Total Population County	Finding of Apportionment	SACOG Planning	Available to Jurisdiction for Article 4 and Article 8 ^{2/}
Sutter County (Unincorporated)	21,114	21.66%	\$913,872	\$27,416	\$886,456
Live Oak	8,840	9.07%	\$382,620	\$11,479	\$371,141
Yuba City	67,536	69.27%	2,923,144	87,694	\$2,835,450
TOTALS	97,490	100.00%	\$4,219,636	\$126,589	\$4,093,047

1. Sources: Report E-5, Department of Finance, Demographic Research Unit, 1-1-2019

2. Funds available for projects and programs under Article 4 and Article 8.
 All or a portion may be available to the Sutter County depending on outcome of unmet needs finding.

Attachment A

COUNTY OF YOLO
August 2020
FINDINGS OF APPORTIONMENT
LOCAL TRANSPORTATION FUNDS (LTF)
Fiscal Year 2020-2021-REVISED

County's Estimated June 30, 2020 Balance	\$3,133,454
Local Transportation Fund Income 2020-2021	9,285,345
Less: County Administrative Costs	-10,000
Less: SACOG Administrative Costs	<u>-138,606</u>
Balance for Allocation	<u><u>\$12,270,193</u></u>

Jurisdiction	Population ^{1/}	% of Total Population County	Finding of Apportionment	SACOG Planning	Available to Jurisdiction for Article 4 and Article 8 ^{2/}
Yolo County (Unincorporated)	31,200	14.02%	\$1,719,958	\$51,599	\$1,668,359
Davis	69,761	31.34%	\$3,845,705	\$115,371	\$3,730,334
West Sacramento	53,911	24.22%	\$2,971,944	\$89,158	\$2,882,786
Winters	7,417	3.33%	\$408,876	\$12,266	\$396,610
Woodland	60,292	27.09%	\$3,323,709	\$99,711	\$3,223,998
TOTALS	222,581	100.00%	\$12,270,193	\$368,106	\$11,902,087

1. Sources: Report E-5, Department of Finance, Demographic Research Unit, 1-1-2019

2. Funds available for projects and programs under Article 4 and Article 8.
 All or a portion may be available to the Yolo County depending on outcome of unmet needs finding.

Attachment A

COUNTY OF YUBA
March 2020
FINDINGS OF APPORTIONMENT
LOCAL TRANSPORTATION FUNDS (LTF)
Fiscal Year 2020-2021-Not revised in August

County's Estimated June 30, 2020 Balance	\$229,239
Local Transportation Fund Income 2020-2021	1,430,306
Less: County Administrative Costs	-750
Less: SACOG Administrative Costs	-18,529
	\$1,640,266
Balance for Allocation	\$1,640,266

Jurisdiction	Population ^{1/}	% of Total Population County	Finding of Apportionment	SACOG Planning	Available to Jurisdiction for Article 4 and Article 8 ^{2/}
Yuba County (Unincorporated)	61,586	79.04%	\$1,296,492	\$38,895	\$1,257,597
Marysville	12,627	16.21%	\$265,820	\$7,975	\$257,846
Wheatland	3,703	4.75%	\$77,955	\$2,339	\$75,616
TOTALS	77,916	100.00%	\$1,640,266	\$49,208	\$1,591,058

1. Sources: Report E-5, Department of Finance, Demographic Research Unit, 1-1-2019

2. Funds available for projects and programs under Article 4 and Article 8.
 All or a portion may be available to the Yuba County depending on outcome of unmet needs finding.

Fiscal Year 2020-2021

County	Administration Fees	Planning Fees	Total Fees
Sacramento	\$781,654	\$2,075,891	\$2,857,545
Sutter	\$55,515	\$147,434	\$202,949
Yolo	\$173,247	\$460,104	\$633,351
Yuba	\$18,529	\$49,208	\$67,737
Total	\$1,028,945	\$2,732,637	\$3,761,582

Fiscal Year 2020-2021-August REVISED

County	Administration Fees	Planning Fees	Total Fees
Sacramento	\$650,787	\$1,728,336	\$2,379,123
Sutter	\$47,666	\$126,589	\$174,255
Yolo	\$138,606	\$368,106	\$506,712
Yuba	\$18,529	\$49,208	\$67,737
Total	\$855,588	\$2,272,239	\$3,127,827

SACOG Fees Change

-\$633,755

-17%

	LTF Revenue Revised	LTF Revenue Original
Sacramento	\$57,611,213	\$69,196,346
Sutter	\$4,219,636	\$4,914,457
Yolo	\$12,270,193	\$15,336,789
Yuba	\$1,640,266	\$1,640,266
Total	\$75,741,308	\$91,087,858
Change	-\$15,346,550	
	-16.85%	

August 2020
SACRAMENTO AREA COUNCIL OF GOVERNMENTS
Regional Share of Statewide PUC Allocation: \$13,758,533
ALLOCATION OF STATE TRANSIT ASSISTANCE FUNDS (STA)
FY 2020-2021 -August Revision
PUBLIC UTILITY CODE SECTION 99313 & 99314

JURISDICTION	POPULATION ^{1/}	POPULATION AS A % OF TOTAL	ALLOCATION PUC 99313 ^{2/}	ALLOCATION PUC 99314 ^{2/}	STA Total
SACRAMENTO COUNTY					
Unincorporated	594,216	30.56%	\$3,109,511	\$43,177	\$3,152,688
Citrus Heights	88,095	4.53%	\$460,998		\$460,998
Elk Grove	174,025	8.95%	\$910,667	\$77,327	\$987,994
Folsom	79,835	4.11%	\$417,774	\$12,166	\$429,940
Galt	26,489	1.36%	\$138,616		\$138,616
Isleton	871	0.04%	\$4,558		\$4,558
Rancho Cordova	74,471	3.83%	\$389,704		\$389,704
Sacramento	508,172	26.14%	\$2,659,246		\$2,659,246
Sacramento Regional Transit District	NA	NA	NA	\$3,125,662	\$3,125,662
YOLO COUNTY					
Unincorporated	31,200	1.60%	\$163,268		\$163,268
Davis	69,761	3.59%	\$365,057	\$107,396	\$472,453
West Sacramento	53,911	2.77%	\$282,114		\$282,114
Winters	7,417	0.38%	\$38,813		\$38,813
Woodland	60,292	3.10%	\$315,506		\$315,506
Yolo County Transportation District	NA	NA	NA	\$170,298	\$170,298
SUTTER COUNTY					
Unincorporated	21,114	1.09%	\$110,489		\$110,489
Live Oak	8,840	0.45%	\$46,259		\$46,259
Yuba City	67,536	3.47%	\$353,413		\$353,413
YUBA COUNTY					
Unincorporated	61,586	3.17%	\$322,277		\$322,277
Marysville	12,627	0.65%	\$66,077		\$66,077
Wheatland	3,703	0.19%	\$19,378		\$19,378
Yuba-Sutter Transit Authority	NA	NA	NA	\$48,783	\$48,783
TOTAL	1,944,161	100.00%	\$10,173,724	\$3,584,809	\$13,758,533

County of Sacramento Total	\$3,109,511
Rancho Cordova City Total	\$389,704
Sacramento City Total	\$2,659,246
Citrus Heights City Total	\$460,998
Folsom City Total	\$429,940
Available to SRTD	\$6,878,376
Available to County of Sacramento	\$171,023
Available to Yuba-Sutter Transit Authority	\$966,676

% in RT District	Transfer to SRTD
94.5%	\$2,938,488
100.0%	\$389,704
100.0%	\$2,659,246
100.0%	\$460,998
100.0%	\$429,940
Total	\$6,878,376


Sacramento County	\$171,023
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1. Sources: Report E-5, Department of Finance, Demographic Research Unit, 1-1-2019
 2. Entire amount must be used for transportation planning and mass transportation purposes.
 3. 94.5% is reserved for Sacramento Regional Transit District.
 5. 100% is reserved for Yuba-Sutter Transit Authority.

4. 100% is reserved for Sacramento Regional Transit District.
 6. This is the total PUC Section 99313 Allocation to SACOG for the fiscal year

MEETING DATE: January 20, 2021

ITEM #3

 SUBJECT: CONSIDERATION OF AMENDMENT NO. 2 TO THE CONTRACT WITH NOMAD TRANSIT LLC FOR THE WEST SACRAMENTO ON-DEMAND RIDESHARE PROGRAM TO COMPLY WITH CALIFORNIA PROPOSITION 22	
INITIATED OR REQUESTED BY: <input type="checkbox"/> Council <input checked="" type="checkbox"/> Staff <input type="checkbox"/> Other	REPORT COORDINATED OR PREPARED BY: Sarah Strand, Senior Transportation Planner Capital Projects & Transportation Department
ATTACHMENT <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Information <input type="checkbox"/> Direction <input checked="" type="checkbox"/> Action	

OBJECTIVE

The purpose of this report is to request City Council approve and authorize the City Manager to execute Amendment No. 2 to the existing contract with NoMad Transit LLC (Via Transportation Inc.) to comply with recently passed state legislation, Proposition 22.

RECOMMENDED ACTION

Staff respectfully recommends that the City Council approve and authorize the City Manager to execute Amendment No.2 to the Contract approved on June 17, 2020 with NoMad Transit LLC, adjusting the Fee Schedule to account for marginal cost increases resulting from compliance with Proposition 22.

BACKGROUND

On November 3, 2020, Proposition 22 was passed with more than 58% of the vote. Proposition 22 created an exception to Assembly Bill 5, which had reclassified ride-hail drivers as “employees” as opposed to “independent contractors”.

Proposition 22, titled “Exempts App-Based Transportation and Delivery Companies from Providing Employee Benefits to Certain Drivers” grants Transportation Network Companies (TNCs) an exemption to AB5 by continuing to classify drivers as “independent contractors”, however it also includes requirements for TNCs to provide additional benefits, training, and protections for driver beyond the prior industry practices. Specifically, Proposition 22 requires:

- **Guaranteed Minimum Earnings:** An earnings floor is created to ensure that drivers earn at least 120% of locally applicable minimum wage for their time engaged on the platform and are reimbursed \$0.30 per mile driven during that time.
- **Eligibility for Healthcare Contributions:** Drivers working at least 15 hours per week on the platform are eligible for a contribution of 50-100% of the average ACA contribution for the applicable average monthly Covered California premium. Drivers working 15-25 hours/week are eligible for a 50% subsidy (estimated ~\$125/month) and drivers working 25+ hours/week are eligible for a 100% subsidy (estimated ~\$250/month).
- **Loss and Liability Protection:** Drivers will be provided with occupational accident insurance for expenses and loss income resulting from injuries occurring while on the platform. Drivers’ dependents will receive accidental death insurance benefits, as well.
- **Additional Protections for Drivers:** Rideshare and delivery companies must provide safety training, protection against sexual harassment, enforce fatigue rules, and provide drivers with mandatory contractual rights and an appeal process to contest disaffiliation decisions.

ANALYSIS

Proposition 22 took effect on December 16, 2020, five (5) days after the election results were certified by the State of California. This legislation directly impacts the City’s On-Demand Rideshare program, which is operated on behalf of the City by NoMad Transit LLC, a wholly owned subsidiary of Via Transportation Inc. and a licensed TNC in the State of California. In order to comply with Proposition 22, the cost to operate the On-Demand Rideshare program will experience marginal rate increases to support the required minimum net earnings floor and healthcare contributions. The Via team has already taken steps to implement no-cost steps to compliance, such as updating their Anti-discrimination and sexual harassment policies, appeals process, reinforcing a

maximum shift period of 12 hours (West Sacramento already required this), and training protocols. For changes that carry fiscal impacts, the cost of implementing the minimum net earnings requirements is \$2.73 per service hour and \$1.90 per service hour to introduce healthcare contributions and benefits, for which roughly 75% of existing drivers may be eligible. A detailed breakdown of the cost assessment is included as Attachment 2, as submitted to the City by Via Transportation Inc.

The proposed amendment would modify the current rate the City pays per “driver hour” to operate the On-Demand Rideshare program, from \$38.34 per hour up to \$42.97 per hour to account for additional expenses required to comply with Proposition 22. No additional budget is requested to enable this amendment. The rate increase represents a \$4.63 total marginal increase, or roughly \$125,000 estimated impact through the remainder of the fiscal year of operations. As a relative point of comparison, YCTD operating expenses were \$112 per vehicle revenue hour for demand response transit services, and \$115 per vehicle revenue hour for bus services in 2019 (National Transit Database Annual Report).

However, due to significant reductions in ridership from the COVID-19 pandemic (see below; initially ~70% drop in ridership in March/April, currently ~50% reduction relative to January/February 2020 ridership), **staff is recommending an approach that would require no additional funds to achieve compliance.**

West Sacramento On-Demand Rideshare: 2020 Ridership by Month

Due to the drop in ridership, reductions in service were implemented to meet actual demand, limiting the actual costs to the City since March. As a result, the City’s annual expenses will fall significantly below the current contract’s not-to-exceed amount. By approving Amendment No.2 (**Attachment 1**), the Council will approve an hourly rate increase in the cost of operating the rideshare program, but no additional budget will be required to accommodate compliance with Proposition 22 due to the cost savings resulting from the pandemic.

In addition, FY 2020/21 expenses have been offset by roughly \$250,000 in fare revenues reinvested by Via into the program, alongside roughly \$200,000 in unspent funds from FY 2019/20 which City Council approved to rollover toward the current year’s operations. **Attachment 2** provides a detailed assessment of the cost impact assessment conducted by the Via team, which was submitted to and reviewed by City staff. Please note, the assessment contains ridership projections for October through December which were estimates at the time; the actual ridership for those months is shown accurately above, and the assessment shows conservative projections for January through June 2021 as pandemic recovery efforts continue.

Environmental Considerations

On May 1, 2020, the City Council found the award of the amended and restated contract with NoMad Transit LLC for FY 2019 rideshare operations to be exempt from CEQA under the General Rule exception provided for by Section 15061(b)(3). No additional environmental considerations are necessary due to the administrative nature of this action.

Commission Recommendation

Due to the timing of local elections and commission application and appointment processes, a Transportation Mobility and Infrastructure Commission meeting was not available to present this item for recommendation in advance of requesting City Council’s approval. However, staff will be providing a regular update on the performance of the rideshare program and related policy impacts, including compliance with Proposition 22, at the next available meeting.

Strategic Plan Integration

This project advances the 2020 Strategic Plan goals of “Mobility & Connectivity” as part of the City’s “Sustainable Mobility Systems” policy agenda.

Alternatives

The City Council’s primary alternatives are:

- 1) Approve Amendment No.2 to the contract with NoMad Transit LLC to comply with Proposition 22, which was effective as of December 16, 2020.
- 2) Direct staff to proceed with a different strategy to comply with Proposition 22, such as passing the additional cost on to riders through fare increases or otherwise. Staff does not recommend either alternative because passing the cost along to users would reduce affordability to dependent users. Similarly, selecting an alternative compliance strategy scenario may require additional funds, which have not been identified, and would require additional review from legal counsel. However, staff will evaluate any alternative directed by the City Council, in consultation with the City Attorney’s office.

- 3) Deny approval of the Amendment No.2 or delay this report to a later date. This is not recommended as failure to compensate the Contractor for taking these steps toward compliance could result in a disruption to service.

Coordination and Review

This report was prepared by Transportation & Mobility Division in coordination with the City Attorney's office and received review from the Finance Division and City Manager's Office.

Budget/Cost Impact

The total budget allocated by City Council on June 17, 2020 toward the FY 2020/21 On-Demand Rideshare program operations is not to exceed \$1,916,296. However, due to the impacts of the COVID-19 pandemic, reduced ridership and service levels, actual FY 2020/21 operational expenses are estimated to be between \$1.4M and \$1.6M, depending on how quickly ridership returns through June 2021. This lower projected cost is reflected in a reduced TDA claim for Via operations, as well.

No new or additional budget allocation is requested to approve this amendment. Staff proposes the existing budget allocation be utilized to cover the cost of the rate increase included in Amendment No.2, which would raise the cost per "driver hour" the City pays to Via for operating the service on behalf of the City from \$38.34 per hour up to \$42.97 per hour to account for additional expenses required to comply with Proposition 22. A reduced number of total driver hours is reflected in the proposed revised Fee Schedule accounting for the rate increase, without modifying the total contract amount.

The rate increase represents a \$4.63 total marginal increase, or a roughly \$125,000 total estimated impact through the remainder of the fiscal year of operations. As ridership returns, staff will also return to City Council to discuss ongoing fiscal impacts of the rate change for consideration in FY 2021/22.

ATTACHMENT(S)

- Attachment 1 – Amendment No.2 to the contract with NoMad Transit LLC
- Attachment 2 – Proposition 22 Impacts Assessment submitted by Via Transportation Inc.
- Attachment 3 – Proposition 22 Information for Drivers

AMENDMENT NO. 2
to the
AMENDED AND RESTATED CONTRACT FOR SERVICES
between the
CITY OF WEST SACRAMENTO
and
NOMAD TRANSIT LLC
Dated May 1, 2019

This Amendment No. 2 (the "Amendment") to the Amended and Restated Contract for Services dated May 1, 2019 (the "Existing Contract") by and between the City of West Sacramento ("the City") and NoMad Transit LLC ("the Contractor") is made and entered into this 20th day of January 2021. Except as expressly amended herein, the Existing Contract is in full force and effect.

RECITALS

WHEREAS, the City and Contractor entered into the Existing Contract for the Contractor to provide citywide public transportation services, including the technology, customer support and professional services for the design, marketing, operations and maintenance of the West Sacramento On-Demand Rideshare program (the "Program") in January 2018; and

WHEREAS, May 1, 2019 the City Council approved an amended and restated contract to continue operating and expand the On-Demand Rideshare program under contract with NoMad Transit LLC; and

WHEREAS, June 17, 2020 the City Council approved Amendment No.1 extending the term of the contract through June 30, 2022; and

WHEREAS, California Proposition 22, the App-Based Drivers as Contractors and Labor Policies Initiative, was on the ballot in California as an initiated state statute on November 3, 2020 and was approved, effective December 16, 2020; and

WHEREAS, Proposition 22 requires that all licensed Transportation Network Companies (TNCs) in the State of California provide new benefits and protections for Drivers, including: guaranteed minimum earnings, eligibility for healthcare contributions, additional loss and liability protections, and additional safety and sexual harassment trainings, driver fatigue rules, and provision of mandatory contractual rights and appeals processes to contest disaffiliation decisions; and

WHEREAS, the Contractor is a licensed TNC in the State of California mandated to comply with Proposition 22; and

WHEREAS, compliance with Proposition 22 will result in a marginal increase to the rate the City pays to the Contractor for operating the rideshare service on behalf of the City, effective retroactively from December 16, 2020 through the term of the current contract; and

WHEREAS, the City and Contractor desire to modify the Existing Contract as provided herein.

NOW, THEREFORE, IT IS MUTUALLY AGREED by the parties hereto to amend said agreement as set forth below:

Amendment 2
Nomad Transit LLC
January 20, 2021

Part I: Amendments

“**Exhibit B - SCHEDULE OF FEES**” is amended as attached herein.

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

CITY OF WEST SACRAMENTO

By: _____
Aaron Laurel, City Manager

NoMad Transit LLC

By: _____
Erin Abrams, Manager

APPROVED AS TO FORM

By: _____
Jeffrey Mitchell, City Attorney

ATTEST:

By: _____
Yashin Abbas, City Clerk

Amendment 2
Nomad Transit LLC
January 20, 2021

Date: December 29, 2020

Overview

On November 3, 2020, the voters of California voted in favor of the Proposition 22 ballot measure. This measure is aimed to protect the right of Californians to work as independent contractors with app-based rideshare and delivery companies while requiring such companies to provide new protections and benefits for drivers, and promoting customer and public safety through additional safety-related requirements.

New benefits and protections for drivers outlined in Proposition 22:

- **Guaranteed minimum earnings.** An earnings floor is created to ensure that drivers earn at least 120% of locally applicable minimum wage for their time engaged on the platform and are reimbursed \$0.30 per mile driven during that time.
- **Eligibility for healthcare contributions.** Drivers working at least 15 hours per week on the platform are eligible for a contribution of 50-100% of the average ACA contribution for the applicable average monthly Covered California premium. Drivers working 15-25 hours/week are eligible for a 50% subsidy (estimated ~\$125/month) and drivers working 25+ hours/week are eligible for a 100% subsidy (estimated ~\$250/month).
- **Loss and liability protection.** Drivers will be provided with occupational accident insurance for expenses and loss income resulting from injuries occurring while on the platform. Drivers' dependents will receive accidental death insurance benefits, as well.
- **Additional protections for drivers.** Rideshare and delivery companies must provide safety training, protection against sexual harassment, enforce fatigue rules, and provide drivers with mandatory contractual rights and an appeals process to contest disaffiliation decisions.

Timing

Proposition 22 took effect on December 16, 2020, five (5) days after the election results were certified by the California Secretary of State.

Financial Analysis

Please see below for Nomad Transit LLC's ("Nomad") estimate of the financial cost associated with Proposition 22.

Components of financial cost:

1. **Driver minimum net earnings floor.** Nomad estimates the hourly impact of the minimum net earnings requirements to be \$2.73 per hour. This is based on a local minimum wage of \$14.00/hr in West Sacramento, a detailed analysis of speeds and mileage driven over the past year in the service, and local market dynamics influencing the pay rate for driver transportation services.

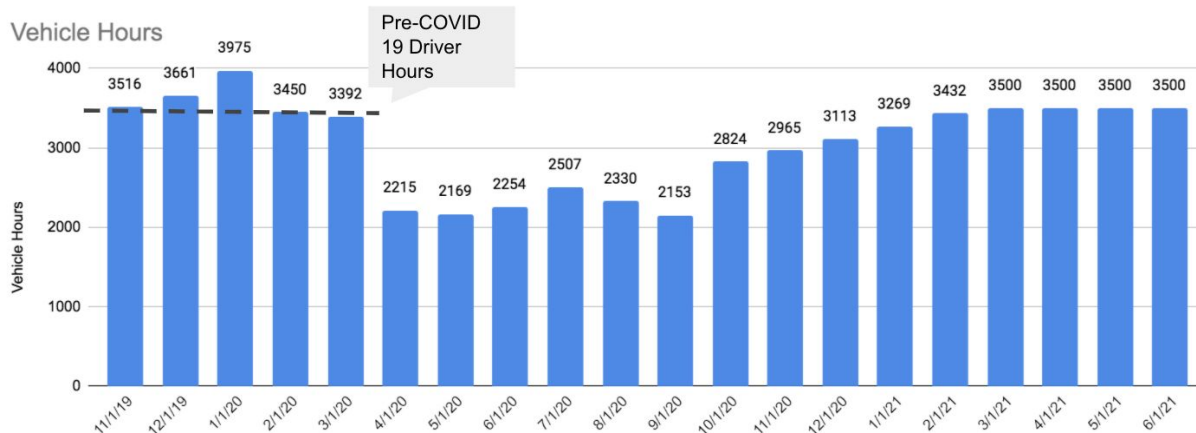
2. **Healthcare contribution.** Nomad estimates the hourly impact of subsidies for eligible healthcare contributions to be \$1.90 per hour. Nomad is assuming a \$125/month subsidy for drivers working 15-25 hours/week in the service and a \$250/month subsidy for drivers working 25+ hours/week in the service. Based on an analysis of historical driver engagement behavior we estimate that ~75% of drivers will be eligible for the \$125/month subsidy and that ~25% of drivers will be eligible for the \$250/month subsidy.

Please find here a consolidated summary of this impact in comparison to the current per vehicle hour fee in our contract:

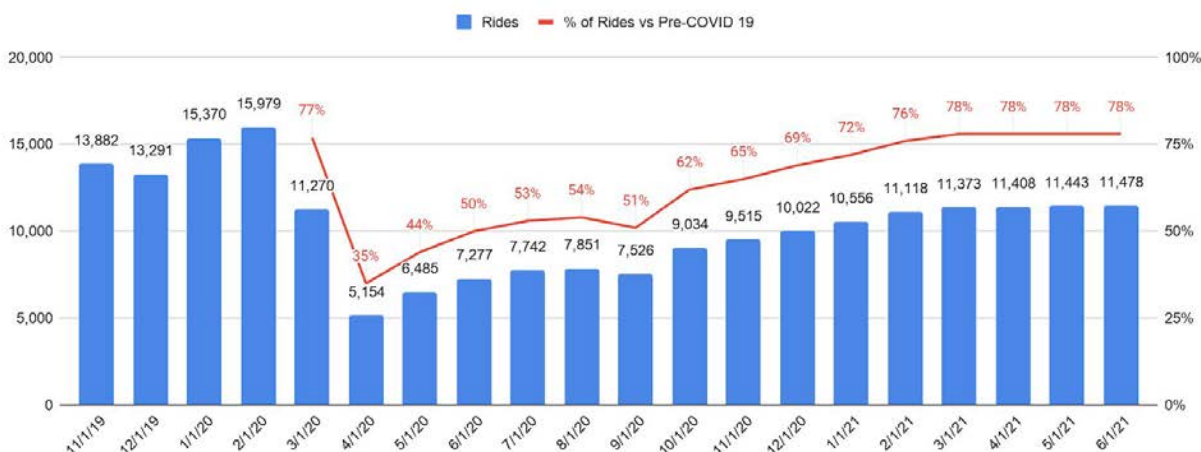
Per vehicle hour fees impact:		
Current per vehicle hour fee	\$38.34	Per vehicle hour rate in current contract term
Minimum earnings floor \$/hr impact	\$2.73	Guaranteed earnings floor based on: - 120% of the applicable minimum wage - \$0.30/engaged mile as compensation for vehicle expenses
Healthcare contribution \$/hr impact	\$1.90	Drivers are eligible for a 50-100% healthcare subsidy equal to the average ACA contribution for the applicable Covered California premium (-\$250/driver/month at 100%) - 100% subsidy: 25+ hrs/week - 50% subsidy: 15-25 hrs/week
Adjusted Per Vehicle Hour Fee	\$42.97	
<i>Memo: Total Prop 22 impact/hr</i>	<i>\$4.63</i>	

For the remaining months in Year 3 of the contract, Nomad estimates deploying 27,000 vehicle hours to meet demand. While demand during the Covid-19 pandemic is extremely difficult to predict, based on analysis of recent growth trends in West Sacramento and other markets Nomad believes that assuming moderate growth from now until the end of Year 3 in June 2021 is a reasonable assumption.

In October 2020 we utilized ~2,800 vehicle hours. Nomad's assumptions anticipate steady 5% monthly growth in vehicle hours to 3,500 vehicle hours per month in March 2021, which is comparable to the vehicle hours required in the months pre-Covid 19. Nomad assumes this requirement will remain relatively flat in terms of vehicle hours for March - June 2021 pending resolution of the Covid-19 pandemic. Nomad anticipates that throughout this entire period (November 2020 thru June 2021) we will see moderate demand growth which can be served by these additional vehicle hours.



Rides and % of Rides vs Pre-COVID 19



*Note: Figures represent actuals thru Oct-20 and internal estimates thereafter.

Based on an estimated 27,000 hours remaining in the contract term and a total per vehicle hour impact of \$4.63 we estimate Proposition 22 to have a ~\$125,000 impact on the estimated Year 3 spend for the service.

Funding need for contract remainder:

Estimated vehicle hours used in remainder of current contract year (thru June 2021)	27,000	Assumes gradual increase in demand over rest of year (Nov '20-Jun '21)
Estimated Prop 22 funding impact for remainder of current contract year (Nov '20-Jun '21)	\$125,000	-\$4.63 / vehicle hour of incremental cost for estimated remaining vehicle hours

The total Year 3 not-to-exceed contract budget estimate is \$2.289mm. Based on the reduced number of vehicle hours (vs. budget) required to meet demand in the remaining months of Year 3 we currently project a total Year 3 spend of \$1.8mm. This implies an estimated ~\$490,000 budget surplus for Year 3 of the West Sacramento On-Demand service.

Estimated budget after Prop 22 adjustments:

Total Year 3 budget	\$2,289,302	Total not-to-exceed contract value in current contract term
Current Year 3 estimated spend	\$1,798,238	Estimated total spend from July 2020 - June 2021 based on lower demand and Prop 22 financial impact
Estimated Year 3 budget surplus (at June 2021)	~\$490,000	Via expects a significant budget surplus at the end of Year 3 due to impact of Covid-19 on demand

Year 3 Monthly Budget Estimates

Nomad prepared monthly budget estimates based on actuals from July 2020 to October 2020 and projections for November 2020 to June 2021 (end of Year 3). These monthly estimates incorporate the estimates discussed on vehicle hours, lower demand due to Covid-19, and the financial implications of Proposition 22. These estimates support our projection for a Year 3 budget surplus of ~\$490,000. Please also note that from July 2020 to October 2020 the service has generated ~\$63,000 in farebox revenue available for reinvestment into the service. Nomad can continue to hold this as additional funding for the end of Year 3 or it could begin to credit this farebox revenue on upcoming invoices in order to offset current cash costs for West Sacramento.

WSc Year 3 Monthly Budget Estimate	7/1/2020	8/1/2020	9/1/2020	10/1/2020	11/1/2020	12/1/2020	1/1/2021	2/1/2021	3/1/2021	4/1/2021	5/1/2021	6/1/2021	Total Y3 Expectation	Budgeted Total Y3
Fee per Vehicle Hour	\$38.34	\$38.34	\$38.34	\$38.34	\$38.34	\$42.97	\$42.97	\$42.97	\$42.97	\$42.97	\$42.97	\$42.97		
Fee per Service Hour	\$31.25	\$31.25	\$31.25	\$31.25	\$31.25	\$31.25	\$31.25	\$31.25	\$31.25	\$31.25	\$31.25	\$31.25		
Fee per Ride (Access for All)	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10		
Number of Vehicle Hours	2,507	2,330	2,153	2,824	2,965	3,113	3,269	3,432	3,500	3,500	3,500	3,500	36,591	51,482
Number of Service Hours	495	487	478	487	485	485	485	485	485	485	485	485		
Number of Rides	7,742	7,851	7,526	9,034	9,515	10,022	10,556	11,118	11,373	11,408	11,443	11,478	119,066	193,770
Utilization	3.09	3.37	3.50	3.20	3.21	3.22	3.23	3.24	3.25	3.26	3.27	3.28		
Udfront Fees	\$55,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$55,000	\$55,000
Vehicle Hour Fees	\$96,103	\$89,323	\$82,527	\$108,260	\$113,672	\$133,770	\$140,458	\$147,481	\$150,395	\$150,395	\$150,395	\$150,395	\$1,513,174	\$1,973,966
Service Hour Fees	\$15,469	\$15,219	\$14,938	\$15,219	\$15,167	\$15,167	\$15,167	\$15,167	\$15,167	\$15,167	\$15,167	\$15,167	\$182,177	\$186,875
Per Ride Fees	\$0	\$0	\$2,013	\$0	\$0	\$2,857	\$0	\$0	\$3,305	\$0	\$0	\$3,433	\$11,608	\$19,377
Other Fees (COVID Disinfectants + Daily Cleans)	\$2,992	\$3,336	\$3,193	\$2,973	\$2,973	\$2,973	\$2,973	\$2,973	\$2,973	\$2,973	\$2,973	\$2,973	\$36,279	\$54,084
Total Amount Billed	\$169,564	\$107,878	\$102,670	\$126,451	\$131,812	\$154,767	\$158,598	\$165,621	\$171,839	\$168,535	\$168,535	\$171,968	\$1,798,238	\$2,289,302
Estimated Budget Surplus from Y3	\$491,065													

Contract Amendment Next Steps

Nomad proposes a simple contract amendment that will update the contract fee schedule for the incremental costs associated with the Proposition 22 regulation. Please find below a proposal on that fee schedule:

	Scenario 1 (Original Contract) WSC Via Year 3 Contract Value Before Prop 22 Adjustments 11-Vehicle Deployment (Current Fleet)				Scenario 2 (Adjusted Contract - Rates to Take Effect Dec 1, 2020) WSC Via Year 3 Contract Value After Prop 22 Adjustments 11-Vehicle Deployment (Current Fleet)				Pro Rata WSC Via Year 3 Estimated Spend Before & After Prop 22 Adjustments 11-Vehicle Deployment (Current Fleet)		
	Price per Driver Hour	Price per Service Hour	Price per Ride	Total Not-to-Exceed Price (12 Months)	Price per Driver Hour	Price per Service Hour	Price per Ride	Total Not-to-Exceed Price (12 Months)	5 Months of Scenario 1 (7/1/20-11/30/20)	7 Months of Scenario 2 (12/1/20-6/30/21)	Total Estimated Spend (12 Months)
Year 3 Service Planning*	N/A	N/A	N/A	\$55,000	N/A	N/A	N/A	\$55,000	\$55,000	\$0	\$55,000
Supply Planning*	N/A	N/A	N/A	\$0	N/A	N/A	N/A	\$0	\$0	\$0	\$0
Total Upfront Costs				\$55,000				\$55,000	\$55,000	\$0	\$55,000
Project Management	\$2.32	N/A	N/A	\$150,330	\$2.32	N/A	N/A	\$150,330	\$37,323	\$89,561	\$106,884
Performance Monitoring and Reporting	\$0.59	N/A	N/A	\$30,417	\$0.59	N/A	N/A	\$30,417	\$7,549	\$14,070	\$21,619
Marketing & Promotions Plan and Implementation	\$0.12	N/A	N/A	\$5,937	\$0.12	N/A	N/A	\$5,937	\$1,474	\$2,745	\$4,220
Program Operations**	\$34.72	N/A	N/A	\$1,787,233	\$34.72	N/A	N/A	\$1,787,233	\$443,573	\$826,716	\$1,270,289
Prop 22 Adjustments****	\$0.00	N/A	N/A	\$0	\$4.95	N/A	N/A	\$329,263	\$0	\$110,259	\$110,259
Total Cost per Driver Hour	\$38.34			\$1,979,866	\$42.97			\$2,212,329	\$489,918	\$1,023,352	\$1,513,270
Customer Service (1.25 FTE X \$25 per hour)	N/A	\$31.25	N/A	\$186,875	N/A	\$31.25	N/A	\$186,875	\$76,010	\$108,167	\$182,177
Total Cost per Service Hour		\$31.25		\$186,875		\$31.25		\$186,875	\$76,010	\$108,167	\$182,177
Total COVID-Related Costs (Billed as Flat Monthly Fee 12 Months X \$4,507)****				\$54,084				\$54,084	\$15,467	\$20,812	\$36,279
Estimated Access for All Fees****			\$0.10	\$19,377			\$0.10	\$19,377	\$2,013	\$9,595	\$11,608
Total Cost to West Sacramento (Incl. Fare Revenue)				\$2,289,302				\$2,527,685	\$638,409	\$1,159,925	\$1,798,334
Sources of Funding:											
Fare Revenue				\$373,006				\$373,006	\$155,419	\$217,587	\$373,006
Funding from City of West Sacramento (Excl. Fare Revenue)				\$1,916,296				\$2,154,679	\$482,990	\$842,338	\$1,425,327
Total				\$2,289,302				\$2,527,685	\$638,409	\$1,159,925	\$1,798,334
Driver Hours Summary:											
Total Implied Driver Hours				51,482				51,482	12,777	23,814	36,591
Implied Driver Hours (Weekly)				990				990	590	785	704
Service Hours Summary:											
Total Implied Service Hours				5,980				5,980	2,432	3,488	5,921
Total Implied Service Hours (Weekly)				115				115	112	115	114

Incremental Funding Needed for Year 3 Due to Prop 22 Adjustments: \$0

Note: Total Estimated Spend is based on actuals from July 2020 to October 2020 and projections for November 2020 to June 2021 (end of Year 3). These monthly estimates incorporate assumptions of lower demand due to COVID-19.

* Items to be invoiced in full upon the start of Year 3.

** Includes driver pay, vehicle cost (incl. WAV retrofits and spares where applicable), insurance, dedicated IT operations and supply admin, technology access, local & central operations support, T&E, rent, and office expenses.

*** Includes adjustments for minimum earnings floor and healthcare contribution as required under Prop 22.

****COVID-related monthly costs include daily cleans and supply of disinfectant wipes. Should cleansings be reduced during the year and less funds be needed to mitigate COVID, we can mutually agree in writing to shift those funds toward additional service hours, if merited by demand.

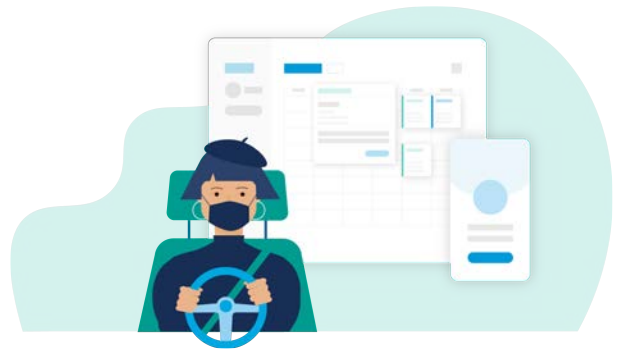
***** TNC Access for All Fees, to be invoiced to West Sacramento on a pass through basis.

The figures above are for illustrative purposes to provide an estimate of total contract spend in Year 3 based on Nomad's latest internal estimates. In the proposed contract amendment, Nomad proposes not to adjust the Year 3 not-to-exceed amount of \$2,289,302.



Everything you need to know about Proposition 22.

Earnings floor, health
insurance
contributions, and
more!



With the passing of the Proposition 22 ballot measure in California, we're thrilled to bring you access to new benefits. Detailed information about some of these is outlined below. These changes go into effect on December 14, 2020.

Driving time.

Proposition 22 allows you to keep choosing when you drive on the Via platform, but it restricts the amount to no more than 12 hours during a 24-hour period, unless you have been logged off from the Via platform for an uninterrupted 6 hours.

Earnings floor.



Via will ensure that your weekly net earnings are always above a net earnings floor, which will be computed as a total of these two components:

1. At least 120% of the local area's minimum wage for engaged time on the Via platform (this refers to the time between accepting a ride and dropping the rider off)
2. Mileage reimbursements at \$0.30/engaged mile (the mileage driven during your engaged time on the Via platform)

We'll be sending you an email explaining how to understand your new earnings reports – stay tuned!

Insurance coverage.

On top of existing auto liability coverage, you will receive occupational accident insurance to cover medical expenses and lost income resulting from any injuries suffered while you are driving on Via's platform. Similarly, your spouses, children, and any other dependents will receive accidental death insurance coverage for such injuries.

Disaffiliation appeals.

If your contract is terminated and you are disaffiliated from Via's platform, you will be entitled to appeal the decision.

Health insurance contributions.

Starting **January 1, 2021**, you will be eligible to qualify for a healthcare subsidy in the form of a quarterly payment that can be used to offset the costs of your healthcare insurance.

Eligibility criteria.

In order to qualify for the subsidy, you must be currently enrolled in a qualifying healthcare plan – a plan for which you are the subscriber and which is not an employer-sponsored plan, Medicare, or Medicaid. In the coming weeks, we will send a link through which you can submit your proof of enrollment.

To receive the subsidy, you must spend a minimum amount of engaged time on the Via platform:



If you accrue an average of **25 hours or more per week** of engaged time in the calendar quarter, you will qualify for a subsidy of ~~100% of the average Affordable~~

Care Act (“ACA”) contribution for a Covered California bronze health insurance plan in that period.

- If you accrue an average of **15-25 hours per week** of engaged time in the calendar quarter, you will qualify for a subsidy of **50% of the average ACA contribution** for a Covered California bronze health insurance plan in that period.

Acceptable proof of enrollment.

The types of documents accepted as proof of enrollment in a qualifying healthcare plan include: health insurance membership or identification cards, evidence of coverage and disclosure forms from the health plan, or claim forms and other documents necessary to submit claims so long as these documents show that you are the subscriber. Please note that qualifying plans do not include plans sponsored by your employer, plans for which you are not the subscriber (e.g., a spouse’s plan), Medicare plans, or Medicaid plans.

Timeline.

Healthcare subsidies will be paid to drivers who qualify after each calendar quarter. Calendar quarters are three month periods of time (approximately 13 weeks long) and correspond to the following dates:

Jan. 1 through Mar. 31

Apr. 1 through Jun. 30

Jul. 1 through Sep. 30

Oct. 1 through Dec. 31

If you want to be eligible for the subsidy for the first quarter of 2021, you can submit your proof of enrollment in a qualifying health plan anytime before April 15, 2021, which is fifteen days after the end of the quarter. If you qualify, you will receive your first healthcare subsidy payment in April 2021. We’ll send out a link to submit your enrollment proof in the coming weeks.

Please note that open enrollment for healthcare plans in California ends on January 31, 2021 – if you do not yet have a qualifying plan, you can buy one through the ACA marketplace, but you must do so during open enrollment unless you experience a qualifying life event (more information on qualifying life events is found [here](#)).



How to enroll in a healthcare plan.

If you don't currently have health insurance, click [here](#) to find out more about how you can

select and enroll in a plan from Covered California. Please keep in mind that open enrollment ends on January 31, 2021.

Covered California is a free service that connects Californians with health insurance under the ACA. You can apply online, in-person with help from a certified enroller or agent, or by phone with a Covered California agent or a representative.

MEETING DATE: January 20, 2021

ITEM #4

SUBJECT:

CONSIDERATION OF AUTHORIZATION TO PURCHASE TOUCHLESS PEDESTRIAN PUSH BUTTONS FROM JAM SERVICES, INC. FOR THE WEST CAPITOL AVENUE SAFETY ENHANCEMENT AND ROAD REHABILITATION PROJECT CIP 15029

INITIATED OR REQUESTED BY:

Council Staff
 Other

REPORT COORDINATED OR PREPARED BY:

Ryan Teves, Assistant Engineer
Capital Projects & Transportation Department

ATTACHMENT Yes No Information Direction Action

OBJECTIVE

The purpose of this report is to provide the City Council with sufficient information for approval of the purchase of Touchless Pedestrian Push Buttons (PPB) from JAM Services, Inc. for the West Capitol Avenue Safety Enhancement and Road Rehabilitation Project CIP 15029.

RECOMMENDED ACTION

- 1) Staff respectfully recommends that the City Council authorize staff to sole source and purchase Touchless Pedestrian Push Buttons (TPPBs) as a bid of \$6,365.10 (including taxes) through JAM Services, Inc.;
- 2) Delegate authority to the City Manager to approve an amendment to the JAM Services Purchase Order in the amount of \$10,978.50 for Touchless Pedestrian Push Buttons and additional taxes and fees for the previous purchase of Rectangular Rapid Flashing Beacons (RRFBs); and
- 3) Authorize the City Manager to approve amendments to the Purchase Order up to 10% of the \$10,978.50 (\$1,098).

BACKGROUND

Beginning in 2016, the City of West Sacramento (City) staff applied for and received Federal and State grant funding for the design and construction of road rehabilitation and safety improvements on West Capitol Avenue from Jefferson Boulevard to Interstate 80 (I-80) and Jefferson Boulevard from West Capitol Avenue to Park Boulevard. Authorization from City Council to enter a design contract with Mark Thomas was approved on April 11, 2018. Due to the Federal funding, the project required NEPA clearance from Caltrans which was completed on April 10, 2019. Authorization for Construction (E-76) was granted by Caltrans on December 5, 2019. On December 11, 2019, City Council approved a construction management contract with Unico Engineering which facilitated completion of a constructability review prior to bidding.

On May 13, 2020, City Council awarded a construction contract to Graniterock Company in the amount of \$13,326,293. Notice to Proceed was issued to begin construction on July 13, 2020. Project construction is proceeding well and completion is anticipated in August 2021.

The City Council awarded a construction contract with Graniterock Company with the understanding that future deductive change orders in the amount of \$640,148 would be necessary to balance the project construction costs with the available funding. On November 18, 2020, the City Council approved the sole sourcing and procurement of Rectangular Rapid Flashing Beacons (RRFBs) from JAM Services, Inc for \$55,920. These will be installed by City staff. This resulted in a reduction to overall project costs of \$173,580. Installing and providing RRFBs was included as part of the construction contract, however, as part of staff's effort to identify cost savings measures, staff evaluated the costs and determined that to sole source the RRFBs independently through JAM Services, Inc. would provide a significant cost-savings measure.

ANALYSIS

As is well known, the effects of the COVID-19 global pandemic continue to be widespread and increasing, prompting additional emphasis on the health and safety of the general public. As a measure to reduce the spread of the virus, City staff is recommending the procurement of Touchless Pedestrian Push Buttons (TPPBs) as an amendment to the procurement of the Rectangular Rapid Flashing Beacons (RRFBs) discussed in the previous section. The TPPBs will eliminate the need to activate the crosswalk push buttons associated with the RRFBs with physical contact. Removing physical contact has been shown to significantly reduce the potential for

spreading the COVID-19 virus. Amending the JAM Services, Inc. purchase order to add twelve TPPBs can be accomplished at the relatively low cost of \$6,365.10 (including taxes). The execution of this procurement will also include taxes and fees for the previous purchase of RRFBs of \$4,613.40 bringing the total increase to \$10,978.50.

City staff has elected to sole source the procurement of Touchless PPBs due to our prior history of working with JAM Services, Inc, to provide and supply signal and lighting products. Keeping a consistent vendor for procuring both the RRFBs and TPPBs facilitates the installment of the product and reduces long term maintenance costs. Installation of both the RRFBs and TPPBs will be accomplished using City staff. The costs associated with the installation of these items does not increase City staff costs because the items can be installed simultaneously.

The following Table 1 provides a revised breakdown of the contract amount and cost savings by sole sourcing the RRFBs and TPPBs with JAM Services Inc. As can be seen, the additional purchase of these two items, deducting the item from the Graniterock contract, and installation by City Staff provides a revised cost savings of \$162,601.50, increasing the amount needed for future deductive change orders to \$477,398.50 from the \$466,420 identified last November when the RRFB item was before the Council. Even though this action increases the amount that staff needs to identify for future deductive change orders, we believe it is the appropriate action based on the continuing COVID-19 pandemic.

Table 1

	RRFB Under Graniterock Contract	RRFB Purchase from JAM Services
Deductive change order need	\$640,000.00	\$640,000.00
RRFB Cost	\$240,000.00	\$55,920.00
RRFB Taxes		\$4,613.40
TPPB Cost		\$5,880.00
TPPB Taxes		\$485.10
City staff estimated installation cost	\$0.00	\$10,500.00
Cost savings	\$0.00	\$162,601.50
Amount for future deductive change orders	\$640,000	\$477,398.50

Environmental Considerations

A CEQA Initial Study Mitigated Negative Declaration was completed in April 2019, and the Caltrans NEPA Categorical Exclusion was completed on April 10, 2019 and revalidated on October 4, 2019.

Commission Recommendation

Staff provided project updates and solicited input from the Transportation, Mobility, and Infrastructure (TMI) Commission on July 10, 2017, January 7, 2019, December 4, 2019, and November 2, 2020.

Strategic Plan Integration

“Bicycle, Pedestrian and Trail Improvements” is a top priority of the 2018 Strategic Plan. Bicycle and Pedestrian elements are important components of this project. “Investing in the Community” through road rehabilitation is also a high priority for the City.

Alternatives

City Council may:

- 1) Approve the recommended actions.
- 2) Delay or revise the recommended actions.
- 3) Not approve the recommended actions.

Alternative 1 is recommended to allow the City to do its part in reducing the potential for further COVID-19 virus spreading.

Coordination and Review

This report was prepared by the Capital Projects and Transportation Department and coordinated with the Finance Division of the Finance and Technology Department.

Budget/Cost Impact

On May 13, 2020, the City Council awarded a construction contract to Graniterock Company in the amount of \$13,326,293 with the understanding that project costs would need to be reduced by \$640,148 during construction to meet available funding approved for the West Capitol Ave Road Rehabilitation and Safety Enhancement project. Staff has been working to identify additional items and components of the project which could be eliminated, postponed, or performed internally at a reduced cost during construction of the project. The combined RRFB and TPPB deductive change order and contract award to JAM Services is consistent with this effort to reduce costs.

ATTACHMENT(S)

Attachment 1 - JAM Service Quote

ATTACHMENT 1

JAM SERVICES, INC.

958 E Airway Blvd
LIVERMORE, CA 94550

Telephone (925) 455-5267
Fax (925) 455-5348

PRICE QUOTATION – JXM121120F

City of West Sacramento
12/11/20

JAM Services is pleased to provide the following price quotation for the subject project.

Center Divide:

QTY (4) Solar R920-E W/ Dual Lightbars & 2” Round Mount (No Buttons)

UNIT PRICE: \$3,120.00 TOTAL PRICE: \$12,480.00

QTY (8) W11-2-AHI 30x30

UNIT PRICE: \$100.00 TOTAL PRICE: \$800.00

QTY (8) W16-7p 24x12 AHI

UNIT PRICE: \$50.00 TOTAL PRICE: \$400.00

Standard Crosswalk:

QTY (12) Solar R920-E W/ Dual Lightbars, Polara iDX Touchless PPB & 2” Round Mount

UNIT PRICE: \$3,850.00 TOTAL PRICE: \$46,200.00

QTY (24) W11-2-AHI 30x30

UNIT PRICE: \$100.00 TOTAL PRICE: \$2,400.00

QTY (24) W16-7p 24x12 AHI

UNIT PRICE: \$50.00 TOTAL PRICE: \$600.00

SUBTOTAL: \$62,880.00

Freight allowed, but tax to be added as determined by the final BOM and the delivery address. If I can be of further assistance, please contact me at 925-455-5267.

Thank you – Jason Momaney

MEETING DATE: January 20, 2021

ITEM #5

SUBJECT:

**CONSIDERATION OF APPROVAL OF CONTRACT AMENDMENT 3 FOR
PROFESSIONAL SERVICES WITH WOOD RODGERS, INC. FOR THE RIVERFRONT
STREET EXTENSION AND 5TH STREET WIDENING PROJECT CIP 15032**

INITIATED OR REQUESTED BY:

Council Staff

 Other

REPORT PREPARED BY:

Olesya Tribukait, Senior Civil Engineer
Capital Projects & Transportation Department

ATTACHMENT Yes No Information Direction Action

OBJECTIVE

The purpose of this report is to provide the City Council with sufficient information for approval of professional services contract Amendment 3 with Wood Rodgers, Inc. for design and engineering support services through the construction phase of the Riverfront Street Extension and 5th Street Widening Project (Project), CIP 15032.

RECOMMENDED ACTION

Staff respectfully recommends that the City Council:

- 1) Approve Amendment 3 to the contract for professional services with Wood Rodgers, Inc. in the amount of \$156,015.37; and
- 2) Authorize the City Manager or his designee to execute Amendment 3 with Wood Rodgers, Inc. and to extend the term of the contract until December 31, 2022.

BACKGROUND

The Bridge District Specific Plan, formerly the Triangle Plan, was adopted in 1993 and significantly updated in 2009. The intent of the Bridge District Specific Plan is to provide a framework for the development of a well-planned, waterfront orientated urban district for the City of West Sacramento. The Bridge District, located directly across the Sacramento River from downtown Sacramento, is bounded by the Cemex Cement facility parcel on the south, US50/Business-80 to the west, Tower Bridge Gateway on the north, and the Sacramento River on the east.

The City adopted the Supplemental Environmental Impact Report (SEIR) for the Bridge District Specific Plan on November 18, 2009 (SCH# 2008072024) and prepared a Mitigation Monitoring and Reporting Program ("MMRP") for the SEIR that provides detailed information on mitigation measures. The SEIR evaluated potential impacts of development of the Bridge District including 9.6 million square feet of residential and commercial projects, open space, and supporting infrastructure on approximately 180 acres of property adjacent to the Sacramento River riparian corridor.

On June 17, 2015, the City Council authorized staff to submit a grant application to the Sacramento Area Council of Governments (SACOG) for Riverfront Street. Staff requested a \$3.7 million Community Design grant to design and construct a 0.3-mile multi-modal street connection to extend Riverfront Street from Mill Street to 15th Street and 5th Street. The proposed project included a two-lane roadway, sidewalks, bike lanes, water, sewer, and storm drains. The plan was to design Riverfront Street for Streetcar and engineer the roadway sections for Streetcar turning movements to intersect with Tower Bridge Gateway to the north and 5th Street to the south. In 2016 SACOG awarded the City \$1,934,500 for the design and construction of the Riverfront Street Extension between Mill Street and 15th/5th Street.

In February 2017, the City awarded a professional services contract to Wood Rodgers, Inc. to prepare environmental documentation, engineering plans, specifications, estimates and provide right-of-way services for the Riverfront Street Extension in the amount of \$849,747.34. To accomplish the overall project goals, in November 2017 the City Council authorized staff to modify the project footprint of the Riverfront Extension due to budget concerns with the original scope after further characterization of structures demolition on CEMEX and the uncertainty with Broadway Bridge Landing and added 5th Street widening to the scope of work relocating the bicycle pedestrian improvements to 5th Street. The original scope extended Riverfront Street to the intersection of 15th and 5th Street but was reduced due to the cost and timing constraints. Subsequently, staff worked with SACOG to revise the project limits and secured additional Tier 2 funding of \$1,746,500 resulting in a total grant award of \$3,681,000.

As a result, the Project will extend Riverfront Street approximately 0.15 mile as a two-lane roadway with sidewalks, lighting, and landscaping, from its terminus just south of Mill Street, underneath the highway, and terminate with a cul-de-sac. The Project will also widen 5th Street between Mill Street and 15th Street, construct a Class IV bikeway and sidewalk, underground overhead utilities on the east side of 5th Street, and install new wet utilities, lighting, and landscaping. 5th Street will be restriped between Bridge Street and Mill Street to include a Class IV bikeway. Traffic signals at the 5th Street/Bridge Street intersection and at the 5th Street/South River Road/15th Street intersection will be modified to accommodate new pedestrian crossings and the Class IV bikeway. Mill Street will be signed and striped to be a Class III bikeway.

The consultant, Wood Rodgers, Inc., worked diligently with the City staff to include design of 5th Street, re-design Universal Street, prepared cost benefit analysis of the retaining wall versus acquisition of slope easement and incorporated additional changes required by Caltrans into the project plans, specifications, and estimates. On November 27, 2019, the contract was revised by Amendment 1 to extend the term of the contract until December 30, 2020. Amendment 2 to the contract for the professional engineering services was made on January 27, 2020 to include additional environmental and geotechnical services as well as the supplemental drainage analysis. The compensation for these additional services was approved by the City Manager and paid out of the project contingency in the amount of \$84,975 as previously approved by the City Council.

ANALYSIS

In 2020, Wood Rodgers, Inc. and its sub-consultants completed additional tasks and services to comply with the Caltrans' review process and successfully carried out negotiations with the property owners for additional right-of-way for the Project. The project team has certified the California Environmental Quality Act (CEQA) documentation, obtained the National Environmental Policy Act (NEPA) approval, and completed all the right-of-way activities. Currently Wood Rodgers, Inc. is finalizing the design, and the project is scheduled to receive authorization for construction funding through the California Transportation Commission on January 27, 2021. The construction will commence in late spring and take over a year. For Wood Rodgers, Inc. to provide a proper level of support during construction, the original contract term needs to be extended, and the compensation revised to include the additional services identified in the proposal dated January 6, 2021, attached hereto as Attachment 1. The total compensation of the additional services is \$156,015.37, and the total compensation under the contract, as amended, will be \$1,090,737.70 per Attachment 2.

Environmental Considerations

The City examined potential environmental impacts associated with the Project. Pursuant to both the CEQA and NEPA, all the required environmental research and analyses have been performed including environmental surveys, resource agency coordination, and public outreach. The City Council certified the CEQA environmental documents on November 6, 2019 with Resolution 19-97. Caltrans approved the NEPA Categorical Exclusion on January 16, 2020.

Commission Recommendations

Staff previously presented design elements to the TMI Commission and received positive input supportive of the Project. This item does not require further policy guidance from the Commission.

Strategic Plan Integration

The Project is consistent with the City of West Sacramento's Vision: "A Vibrant City where you can Live, Work, Learn and Play" by making infrastructure improvements for local and commercial uses as intended in the Bridge District Specific Plan. The project also has bicycle and pedestrian elements and is consistent with the Mission to maintain Quality City Infrastructure and Facilities.

Alternatives

Staff recommends that the City Council:

- 1) Approve the recommended actions as stated above.
- 2) The City Council may choose to make adjustments to Contract Amendment 3.
- 3) The City Council could choose to decline the recommended actions.

Alternatives 2 and 3 are not recommended as this is a grant-funded project with a tight delivery schedule. Any changes or modifications to the scope of the Project or the documents required to move the Project forward will impact the funding and overall project schedule.

Coordination and Review

This report was prepared by the Capital Projects and Transportation Department with coordination and review from the City Attorney and the Department of Finance and Technology.

Budget/Cost Impact

This project is included in the City's Capital Improvement Program (CIP) as approved by Council. There is sufficient project funding available, so no additional funds are required for this contract amendment.

ATTACHMENT

Attachment 1 - Consultant's cost proposal

Attachment 2 - Contract Amendment 3 for professional services with Wood Rodgers Inc.



January 6, 2021

Ms. Olesya Tribukait, PE
 Senior Civil Engineer
 City of West Sacramento
 1110 West Capital Avenue, 1st Floor
 West Sacramento, California 95691

RE: Proposal – Riverfront Street Extension Project Construction Support

Dear Ms. Tribukait,

The Riverfront Street Extension Project (Project) continues to progress. As the Project transitions from design to the construction phase, there is a need to obtain additional services from Wood Rodgers, Inc. (Wood Rodgers) in order to ensure consistency throughout construction of the Project. At the City of West Sacramento's (City) request, Wood Rodgers is proposing the following Scope of Work to perform Construction Support through the following tasks:

TASK 1 – SUPPORT DURING PROJECT BIDDING AND CONSTRUCTION

Wood Rodgers will support the City during the bidding and construction of the Project. In addition to those services included in Task 6 of the original scope of work, these services include:

- Review of bid results;
- Attendance at Construction Progress Meetings (Assume 4);
- Attendance at necessary phone meetings (Assume 4);
- Perform site visits during construction (Assume 2); and,
- Prepare Record Drawings based on red-lined plans provided by City.

TASK 2 – RIGHT-OF-WAY SUPPORT

Monument Right-of-Way will continue to support the acquisition of real property for the Project. This includes the following:

1. Extended Property Owner Negotiations
 - a. Change in right-of-way (ROW) requirements regarding Lonestar
 - i. Appraisal of update, review update
 - ii. Change in document preparation
 - b. Legal coordination regarding Lonestar and Jarrett
 - c. Yolo County Motel Right-of-Entry (ROE) – property owner requests
 - d. Smart Growth – Change in ROW requirements (e.g., slope easement)

- e. Lonestar Resolution of Necessity (RON) Noticing
- 2. Document Creation
 - a. Smart Growth Slope Easement
 - b. ROE efforts for Smart Growth arborist
 - c. Phase 1 ROE efforts
- 3. Extra Property Owner Meetings
 - a. Caltrans meetings at District 3 office (Marysville)
 - b. Smart growth meetings on site
 - c. Jarrett – meetings in Newcastle
- 4. Resolution Preparation
 - a. City Council delegations (November 2020)

TASK 3 – CONSTRUCTION STAKING

- 1. Survey and Mapping
 - a. Survey Control Densification and Control

Wood Rodgers will base all construction staking control on a minimum of three points of the existing horizontal and vertical survey control that was utilized as the basis for topographic surveys and subsequent design drawings. Wood Rodgers will use a combination of global positioning system (GPS) real time kinematics (RTK) (and conventional survey methods in the staking of this Project. The best tool to accomplish each task will determine the method used to insure the highest possible accuracy and quality control.
- 2. Construction Staking
 - a. Grading

Provide line stakes for line and grade to back of curb; attached walks; edge of pavement and ditches; 50-foot stations on tangents and large radius curves; 25-foot stations on small radius curves; grade breaks; angle points; and beginning, end and mid-points of curves. Slope Stakes will be set only for areas that exceed three feet of cut or fill. Saw cut line for demolition will be provided as actual with location only. ***(Assumed three (3) crew days including office support.)***
 - b. Sewer

Main lines will be staked on 50-foot stations and beginning, end, and mid-points of curves as shown in the approved drawings. Two (2) stakes each will be set at manholes, cleanouts and inlets. Grades will be marked to flow line of pipe and rim elevations. ***(Assumed one (1) crew day including office support.)***

c. Storm Drain

Main lines will be staked on 50-foot stations and beginning, end, and mid-points of curves as shown in the approved drawings. Two (2) stakes each will be set at manholes, cleanouts and inlets. Headwall, “V” drain and ditch will be staked to the flow line per plan. Grades will be marked to flow line of pipe and rim elevations. ***(Assumed three (3) crew days including office support.)***

d. Domestic Water

Main lines will be staked on 50-foot stations and beginning, end, and mid-points of curves as shown on the approved drawings. Two (2) stakes each will be set at service points and angle points. Grades will be marked to top-of-pipe or finish grade. ***(Assumed one (1) crew day including office support.)***

e. Curbs Walks

Stakes for line and grade to back of curb; attached walk or edge of pavement or “V” gutter will be provided on 50-foot stations on tangents and large radius curves; 25-foot stations on small radius curves, grade breaks, angle points, and on beginning, end, radius, and mid-points of curves. ***(Assumed three (3) crew days including office support.)***

f. Dry Utilities

Based upon an approved utility composite, provide alignment staking for the proposed facilities. Stakes will provide line and grade based upon the nearest hardscape feature. ***(Assumed two (2) crew days including office support.)***

g. Signal Lights, Stripping and Signage

Signal lights will be staked to the closest hardscape feature with grades to the same. Stripping and signage will be staked at actual locations as needed. ***(Assumed two (2) crew days including office support.)***

h. Fencing

Fences will be staked to the property lines or right-of-way at every 50-foot interval, angle points and changes. ***(Assumed one (1) crew day including office support)***

CONDITIONS

1. This proposal is based upon the contractor preparing any traffic control plans, if required by the approving agencies.
2. Staking estimates are calculated by the number of field crew move-ins. One move-in consists of: 1) office work to prepare the staking package; and 2) coordination, scheduling, dispatch, quality control and the staking in the field. A number of move-ins will be allotted for each staking item. In the event that multiple partial days are requested, Wood Rodgers reserves the right to re-negotiate our contract in good faith with the Client.
3. Construction stakes will consist of one (1) set of stakes for each item of work listed. Construction stakes, once set, will be the responsibility of the Client or their designated contractor.

4. Wood Rodgers will only stake based upon information for features/grades depicted on approved improvement plans or provided by the contractor or the contractor's representative.
5. Any survey control destroyed or manipulated by the contractor will be replaced at the contractor's expense based on a time-and-material basis.
6. Re-staking or additional staking as requested by the contractor shall be considered extra work and will be performed on a time-and-materials basis. All re-stake requests received from the Client shall be assumed to have been reviewed and approved by the Client. The Client (or Client-designated representative) and sub-contractors shall be responsible for their own internal coordination on approval of any additional staking prior to notifying or ordering additional staking from Wood Rodgers.
7. This proposal does not include staking of landscape features; however, this service can be provided under separate contract.

TASK 4 – RECORD OF SURVEY

Wood Rodgers will prepare and process a Record-of-Survey to memorialize the centerline and acquisitions for the Riverfront Extension Project. Monuments will be set at centerline intersections with end-of and beginning-of curves. Surveys will be tied to the City of West Sacramento's control network. Permanent Project acquisitions (including right-of-way, access easements and utility easements) will be plotted and referenced. The Record-of-Survey will be processed through the Yolo County Surveyor's Office. It is assumed that any submittal fees will be provided or addressed by the City of West Sacramento.

TASK 5 – ARBORIST SERVICES

An Arborist Report will be prepared on the species, diameters, condition, and distance from the nearest street of the trees depicted on the Improvement Plans for Riverfront Street Extension Tree Removal Plan Dated June 18, 2020. This report will include photos of the tree trunks. The trees will be numbered with square stamped aluminum tags to correspond with the numbering on the plan.

TASK 6 – OPTIONAL TASKS

At the City's direction, Wood Rodgers can perform additional tasks not included in Task 1 through Task 5. Wood Rodgers is aware of one such optional task that Wood Rodgers can perform, as described below, but other tasks can be added as needed.

1. Fulcrum Properties has requested that the City install a new water service and sewer line to serve the proposed development located on the east side of Fifth Street near the US 50 (US 50) crossing. The design effort will require an estimate of the maximum daily water demand, fire flow requirement and peak wastewater generation for the adjacent proposed development. Water and sewer demand/generation estimates will be developed from the proposed land use and the City of West Sacramento's water and sewer demand/generation and peaking factors. Based upon the anticipated water demand, Wood Rodgers will determine the size and location of a water lateral service, and will incorporate the design information and details of the water service connection into the Riverfront Street Extension plan set. Based upon the anticipated sewer

generation, Wood Rodgers will determine the diameter and slope of the sewer line extension. A plan and profile for the sewer line extension will be developed and incorporated into the Riverfront Street Extension plan set. The water and sewer facility design will follow the City of West Sacramento's design criteria and standard plans. Wood Rodgers will provide potholing services necessary to positively locate any utilities that are in potential conflict with the proposed work.

Wood Rodgers will perform the above Scope of Work for a Time-and-Materials amount of **\$156,015.37**. A detailed budget is provided in **Attachment A**.

Wood Rodgers looks forward to continuing our involvement with the City and reaching a successful completion of this Project, and we recommend your authorization.

If you require additional information regarding this request, please do not hesitate to contact me at (916) 440-8131.

Sincerely,
WOOD RODGERS, INC.



Mark Rayback, PE, QSD/QSP
Vice President

Enclosure

WOOD RODGERS, INC.																																		
Staff Name and of Classification	Mark Royback Principal Engineer II	Principal Engineer I	Steven Robinson Associate Engineer II	Associate Engineer III	Associate Engineer II	Associate Engineer I	Engineer I	Engineer II	Engineer III	Engineer IV	Principal Landscapist (Architect)	Principal Surveyor I	Associate Surveyor II	Surveyor II	Surveyor I	Surveyor I	Principal CSI I	CSI Tech II	Deputy Chief	Chairman	Chairman	Cost Tech II	Project Coordinator	Hours Subtotal	Wood Rodgers Oh - Fringe 185.75%	Wood Rodgers PHS 19.5%	Monument BSW Manager	Senior Acquisition Agent	Total Monument	Oh/Fringe	Profit	Total Cost		
Actual Base Hourly Rate	110.77	98.00	82.17	69.50	59.43	53.50	42.00	34.00	29.75	26.54	73.50	46.00	38.00	29.00	21.75	48.00	47.00	47.00	147.00	83.00	38.00													
PHASE 1 PROPOSED WORK																																		
TASK 1 - SUPPORT DURING PROJECT BIDDING AND CONSTRUCTION																																		
Support During Project Bidding and Construction	Hours	8	2	16	2	2	4	8	16	24	2	0	0	0	0	0	0	4	0	0	0	0	12	4	104	\$ 5,567.93	\$ 10,600.98	\$ 2,024.04					\$ 18,214.95	
Task 1 Subtotal	Hours	8	2	16	2	2	4	8	16	24	2	0	0	0	0	0	0	4	0	0	0	12	4	104	\$ 5,567.93	\$ 10,600.98	\$ 2,024.04					\$ 18,214.95		
TASK 2 - RIGHT-OF-WAY SUPPORT																																		
Right of Way Support	Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 20,104.74
Task 2 Subtotal	Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 20,104.74	
TASK 3 - CONSTRUCTION STAGING																																		
Construction Staging	Hours	0	0	4	0	0	0	4	8	0	12	16	24	32	40	0	0	140	140	0	0	0	0	420	\$ 19,562.85	\$ 37,110.02	\$ 7,084.06					\$ 63,756.93		
Task 3 Subtotal	Hours	0	0	4	0	0	0	4	8	0	12	16	24	32	40	0	0	140	140	0	0	0	0	420	\$ 19,562.85	\$ 37,110.02	\$ 7,084.06					\$ 63,756.93		
TASK 4 - RECORD OF SURVEY																																		
Record of Survey	Hours	0	0	0	0	0	0	0	0	0	8	16	24	16	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 17,891.24	
Task 4 Subtotal	Hours	0	0	0	0	0	0	0	0	0	8	16	24	16	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 17,891.24		
TASK 5 - ANNOTATED SERVICES																																		
Annotation Services	Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 0.00	
Task 5 Subtotal	Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 0.00		
TASK 6 - OPTIONAL TASKS																																		
Optional Tasks	Hours	0	4	24	4	4	4	8	24	32	40	0	0	0	0	0	0	0	0	0	0	0	24	4	114	\$ 6,018.81	\$ 11,110.45	\$ 3,266.27					\$ 20,395.53	
Task 6 Subtotal	Hours	0	4	24	4	4	4	8	24	32	40	0	0	0	0	0	0	0	0	0	0	24	4	114	\$ 6,018.81	\$ 11,110.45	\$ 3,266.27					\$ 20,395.53		
HOURS SUBTOTAL		16	6	44	6	6	10	32	82	72	2	20	32	48	80	80	0	4	140	140	0	36	8	774	\$ 38,127.00	\$ 72,824.92	\$ 14,806.74					\$ 125,758.66		
Other Direct Costs																																		
Permitting	\$																																\$ 650.00	
Printing	\$																																\$ 10,000.00	
Mail & Delivery Services	\$																																\$ 500.00	
Reproduction	\$																																\$ 500.00	
ODC SUBTOTAL																																	\$ 11,650.00	
TOTAL																																	\$ 164,018.37	

CITY OF WEST SACRAMENTO 10-H FORM

Approved with Supplement # (type Original if it is the Original): _____
CONTRACTOR Name: Wood Rodgers, Inc. **Date:** 11/10/2020
Project Name: Riverfront Street Construction Services
Project #: _____

Fringe Benefit %	+ *Overhead %	=	Combined %
57.00%	132.70%		189.70%
Profit %:			
12.50%			


[Actual Base Hourly Rate Paid to Employee + (Actual Base Hourly Rate Paid to Employee x Combined %)] = A
A x Profit % = B A + B = Actual Fully Loaded Hourly Rate

Key Staff	Prevailing Wage	Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe or OH)	Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH & Profit)	Approved Flat Hourly Billing Rate
X		Principal Engineer II	Mark Rayback	\$105.77	\$344.72	\$344.72
X		Principal Engineer II		\$90.00	\$293.32	\$293.32
X		Associate Engineer II	Steven Robinson	\$62.12	\$202.46	\$202.46
		Associate Engineer III		\$82.50	\$268.88	\$268.88
		Associate Engineer II		\$65.50	\$213.47	\$213.47
		Associate Engineer I		\$52.45	\$170.94	\$170.94
		Engineer III		\$53.50	\$174.36	\$174.36
		Engineer II		\$42.50	\$138.51	\$138.51
		Engineer I		\$34.00	\$110.81	\$110.81
		Principal Landscape Architect I		\$81.73	\$266.37	\$266.37
		Principal Surveyor I		\$86.54	\$282.04	\$282.04
		Associate Surveyor III		\$73.32	\$238.96	\$238.96
		Surveyor III		\$46.50	\$151.55	\$151.55
		Surveyor II		\$38.00	\$123.85	\$123.85
		Surveyor I		\$29.00	\$94.51	\$94.51
		Principal GIS I		\$81.73	\$266.37	\$266.37
		GIS Technician III		\$48.50	\$158.07	\$158.07
	X	Party Chief		\$47.03	\$153.28	\$153.28
	X	Chainman		\$47.03	\$153.28	\$153.28
	X	Chainman		\$47.03	\$153.28	\$153.28
		Project Coordinator		\$38.00	\$123.85	\$123.85
		CAD Tech III		\$52.50	\$171.10	\$171.10

Other Direct Costs (ODC) Items and Rates	Description	Rate	Total

- List all Professional and Supervisory staff by Classification and Name. For staff not listed by name but by classification only, a current payroll document identifying their actual base hourly rate shall be provided with every invoice where an unlisted staff bills time. The approved flat hourly billing rates for all employees will be calculated and reimbursed based on their actual base hourly rates per the date noted above unless CITY Project Manager assigns a fair and reasonable flat hourly billing rate for selected employees. For staff not listed by name but by classification only, the reimbursement will not exceed the approved flat hourly billing rate for that classification. Approved flat hourly billing rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel with similar experience listed on this cost proposal. The approved flat hourly billing rate shall be all-inclusive, including all mark-ups, fringe, and overhead expenses and profit.
- Key Staff shall be determined by CITY Project Manager. (i.e., named Project Manager, a specific Principal Engineer, a specific Structural Engineer, etc. Note Key staff with an "X" in the Key Staff column.
- The employees' actual base hourly rates used to negotiate the flat hourly billing rates in this 10-H Form are the rates that were effective per the date noted above. Addition of new staff, new classifications, or addition of a SUBCONTRACTOR not previously listed on the approved 10-H Form(s) shall require written approval from the CITY. No work shall commence until the approval is provided by the CITY. New staff shall be paid at the same or lower approved flat hourly billing rate of the previously approved or similar classification. In addition, if the substitution involves Key Staff, CONTRACTOR must request and justify the need for the substitution and obtain approval from CITY Project Manager. Substituted Key Staff shall be as qualified as the original.
- Approved flat hourly billing rates include all standard equipment including laptop, camera, cell phone, truck, standard personal safety equipment. CITY Project Manager shall approve any other direct costs.
- Note employees/classifications that are subject to prevailing wage requirements with an "X" in the Prevailing Wage column. Prevailing Wage specified is based on current Department of Industrial Relations (DIR) determination. CONTRACTOR shall be responsible for any future adjustments to the prevailing wage, including but not limited to, base hourly rates and employer payments as determined by the DIR. CONTRACTOR is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement. CONTRACTOR shall be reimbursed at the above listed approved flat hourly billing rates.
- Overtime may be reimbursed to classifications where it is required by their union contracts (Prevailing Wage classifications). Overtime will not be charged unless prior written approval is received by CITY Project Manager. CITY shall pay CONTRACTOR at the approved overtime rates noted above. CONTRACTOR shall pay prevailing wage employees per prevailing wage guidelines.
- Local transportation costs resulting from commuting to and from the employee's residence to the office or job site are not reimbursable.
- The Project will not reimburse CONTRACTOR for costs to relocate its staff to the geographic area of the contract. The Project will not reimburse CONTRACTOR for any per diem.
- ODC items are to be in compliance with Code of Federal Regulations, Title 48 Part 31 [Federal Acquisition Regulations (FAR) cost principles] and the firm's company-wide allocation policies and charging practices with all clients including federal government, state government, local agencies and private clients.

By signing here, you agree to the terms above, and attest that all information is accurate and true.



CONTRACTOR/SUBCONTRACTOR Project Manager's Signature
Mark Rayback, PE - Vice President

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant

Consultant Monument ROW
Project No. _____ Contract No. _____ Date 11/16/20

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
ROW Manager	Bob Morrison	60	\$108.17	\$6,490.20
Senior Acquisitino Agent		32	\$62.50	\$2,000.00
Acquisition Agent			\$50.00	\$0.00
Senior Relocatino Agent			\$65.00	\$0.00
Relocation Agent			\$45.00	\$0.00
Professional Staff			\$30.00	\$0.00
Adminstration			\$27.00	\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

92

LABOR COSTS

a) Subtotal of Direct Labor Costs	\$8,490.20
b) Anticipated Salary Increases (see page 2 calculation)	\$213.14
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$8,703.34

INDIRECT COSTS

d) Fringe Benefits (Rate: 0%)	e) Total Fringe Benefits [(c) x (d)]	\$0.00
f) Overhead (Rate: 110%)	g) Overhead [(c) x (f)]	\$9,573.67
h) General and Administrative (Rate: 0%)	i) Gen and Admin [(c) x (h)]	\$0.00
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]		\$9,573.67

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee: 10% \$1,827.70

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	
Mileage Costs	0	miles	\$ 0.58	\$ -
Fed Ex, Postag	0	ea	\$ 16.08	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -

l) TOTAL OTHER DIRECT COSTS \$ -

m) SUBCONSULTANT'S COSTS (Add additional pages if necessary)

Subconsultant 1:	_____	_____
Subconsultant 2:	_____	_____
Subconsultant 3:	_____	_____
Subconsultant 4:	_____	\$ -

m) TOTAL SUBCONSULTANT'S COSTS \$ -

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ -

TOTAL COST [(c) + (j) + (k) + (n)] **\$20,104.71**

NOTES:

1. All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates should be based on consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$8,490.20	92	=	\$92.28	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average hourly rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$92.28	+	2.5%	=	\$94.59	Year 2 Avg Hourly Rate
Year 2	\$94.59	+	2.5%	=	\$96.96	Year 3 Avg Hourly Rate
Year 3	\$96.96	+	2.5%	=	\$99.38	Year 4 Avg Hourly Rate
Year 4	\$99.38	+	2.5%	=	\$101.87	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	16.7%	*	92	=	15	Estimated Hours Year 1
Year 2	66.7%	*	92	=	61	Estimated Hours Year 2
Year 3	16.7%	*	92	=	15	Estimated Hours Year 3
Year 4	0.0%	*	92	=	0	Estimated Hours Year 4
Year 5	0.0%	*	92	=	0	Estimated Hours Year 5
Total	100%		Total	=	92	

4. Calculate Total Costs including Escalation (multiply average hourly rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$92.28	*	15	=	\$1,415.03	Estimated Hours Year 1
Year 2	\$94.59	*	61	=	\$5,801.64	Estimated Hours Year 2
Year 3	\$96.96	*	15	=	\$1,486.67	Estimated Hours Year 3
Year 4	\$99.38	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$101.87	*	0	=	\$0.00	Estimated Hours Year 5
			Total Direct Labor Cost with Escalation	=	\$8,703.34	
			Direct Labor Subtotal before escalation	=	\$8,490.20	
			Estimated total of Direct Labor Salary Increase	=	\$213.14	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3


Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904](#) - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name:	Bob Morrison	Title *:	VP Operations
Signature:		Date of Certification (mm/dd/yyyy):	11/16/20
Email:	bmorrison@monumentrow.com	Phone Number:	916-717-7069
Address:	2450 Ventue Oaks Way ,Suite 240, Sacramento, CA 95833		

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

ROW Consulting Services

**AMENDMENT NO. 3
to the
CONTRACT FOR SERVICES
between the
CITY OF WEST SACRAMENTO
And
Wood Rodgers, Inc.
Dated February 15, 2017**

This Amendment No. 3 to the Contract for Services between the City of West Sacramento (City) and Wood Rodgers, Inc. (Consultant) dated February 15, 2017 for the Riverfront Street Extension and 5th Street Widening Project, is made and entered into this 20th day of January 2021. Except as expressly amended herein, the February 15, 2017 Contract for Services is in full force and effect.

RECITALS

WHEREAS, in February 2017, the City awarded a professional services contract to Wood Rodgers, Inc. to prepare environmental documentation, engineering plans, specifications, estimates and provide right-of-way services for the Riverfront Street Extension in the amount of \$849,747.34; and

WHEREAS, in November 2017, the City Council authorized staff to modify project footprint of the Riverfront Extension and add 5th Street widening to the project scope in order to defer the intersection improvements associated with the Broadway Bridge Alternatives analysis; and

WHEREAS, per the revised scope of work the Riverfront Street Extension and 5th Street widening Project ("Project") will widen 5th Street from 15th Street to Bridge Street, extend Riverfront Street 900 feet south from Mill Street, and include sewer, water and storm drainage improvements; and underground overhead utilities on the east side of 5th Street between 15th Street and Business 80; and

WHEREAS, in November 2019, the contract was revised by Amendment No.1 to extend the term of the contract until December 30, 2020; and

WHEREAS, Amendment No.2 to the contract for the professional engineering services was made on January 27, 2020 to include additional environmental and geotechnical services as well as the supplemental drainage analysis. The compensation for these additional services was approved by the City Manager and paid out of the project contingency in the amount of \$84,975 as previously approved by the City Council; and

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

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

I. **SCOPE OF SERVICES:**

The scope of services as set forth in the Contract for Services dated February 15, 2017, shall be revised to include the additional services identified in the proposal dated January 6, 2021, attached hereto as **Attachment 1**.

II. Term of Contract:
The Term of Contract shall be extended to December 31, 2022.

III. COMPENSATION:
The compensation as set forth in the Contract for Services dated February 15, 2017, shall be revised to include the additional services identified in the proposal dated January 6, 2021, attached hereto as **Attachment 1**, but in no event shall total compensation for said additional services exceed One Hundred Fifty-Six Thousand Fifteen dollars and Thirty Seven cents (\$156,015.37), nor shall the total compensation under the original contract dated February 15, 2017, exceed One Million Ninety Thousand Seven Hundred Thirty Seven dollars and Seventy cents (\$1,090,737.70) without the City's prior written approval.

Except as expressly set forth herein, all terms and conditions of the Contract remain in full force and effect. In the event of a conflict between the Amendment No. 3 and the Contract, the terms of Amendment No. 3 shall control.

IN WITNESS WHEREOF the parties hereto have executed this Amendment No. 3 as the date herein set forth.

CITY OF WEST SACRAMENTO

By: _____
Aaron Laurel, City Manager

WOOD RODGERS, INC.

By: _____
Mark Rayback, Vice President

APPROVED AS TO FORM

By: _____
Jeffrey Mitchell, City Attorney

ATTEST:

By: _____
Yashin Abbas, City Clerk

MEETING DATE: January 20, 2021

ITEM #6

SUBJECT:

CONSIDERATION OF COUNCIL APPROVAL OF UPDATES TO THE EXISTING CITYWIDE FREEWAY MAINTENANCE AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION AND MAINTENANCE OF PROJECTS WITHIN CALIFORNIA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY

INITIATED OR REQUESTED BY:

Council Staff
 Other

REPORT COORDINATED OR PREPARED BY:

Ryan Teves, Assistant Engineer
Capital Projects & Transportation Department

ATTACHMENT Yes No Information Direction Action

OBJECTIVE

The objective of this report is to provide the City Council with sufficient information for approval of updates to the existing Citywide Freeway Maintenance Agreement with the California Department of Transportation (State or Caltrans) for the construction and maintenance projects within Caltrans Right of Way.

RECOMMENDED ACTION

- 1) Staff respectfully recommends that the City Council approve the update to the Citywide Freeway Maintenance Agreement with Caltrans; and
- 2) Delegate authority to the City Manager to approve additional minor updates to the Citywide Freeway Maintenance Agreement as needed.

BACKGROUND

On May 15, 1950, Yolo County and the State Department of Transportation entered into a freeway agreement in which Yolo County consented to certain adjustments of the County street and road system required for the development of a portion of State Highway Route 6 which became West Capitol Avenue. This agreement gave the County control and maintenance over each of the relocated and reconstructed County streets and roads except those portions which had been adopted as the part of the freeway proper, later becoming Interstate 80 and State Route 50. A revised freeway maintenance agreement was executed on November 17, 1958 and later revised on August 3, 1959, delegating maintenance of Highway Route 6 (West Capitol Avenue) between the Yolo Causeway and Tower Bridge to the County.

On December 27, 1961 and June 1, 1964, Freeway Agreements were executed between the County and the State relating to the development of a portion of State Highway Route 80 to the west of Jefferson Boulevard within the limits of Yolo County as a freeway. This agreement made adjustments to the County Road system and provided certain roads over, under, or connection to the freeway system. The agreement was modified on February 6, 1967 to give specific clarifications of the division of maintenance responsibility as to separation of structures, County roads and portions of landscaped areas within the freeway limits.

On August 26, 1968, an agreement was made between Yolo County and the State to supersede the existing August 3, 1959 Freeway Maintenance Agreement relating to State Highway Route 80 between the Yolo Causeway and Tower Bridge. Both parties agreed to clarify the division of maintenance responsibility for Enterprise Boulevard, Jefferson Boulevard, Harbor Boulevard, and Westacre Road.

On April 21, 1999, a Cooperative Agreement through City Resolution No. 00-65, approved a Freeway Maintenance Agreement between the City and the State for the I-80/Enterprise Boulevard Interchange Project. This agreement provided additional clarification for the division of maintenance responsibilities over relocated or reconstructed City streets except for portions that were adopted as part of the freeway system. Additionally, this agreement provided language that the City must obtain necessary encroachment permits for proposed changes within State Right of Way. This agreement went into effect on November 8, 2000.

On August 7, 2002, an agreement was made to include revisions to previous agreements as the original State Highway Route 80 was re-designated as State Highway Route 50. In addition, it amended the original agreement for the incorporation of West Sacramento as a City and provided a revised plan map of

modifications to the state freeway system. This agreement superseded existing agreements between the County/City and State from 1965 to 1999.

Currently, portions of the West Capitol Avenue Safety Enhancement and Road Rehabilitation Project limits encroach onto Caltrans Right of Way. Portions of the City work that enter onto the State's Right of Way require that an Encroachment Permit be submitted to Caltrans for "permission to enter" in order to make improvements, whether maintenance or new construction. The City has received the Encroachment Permit, however, discussions between City staff and Caltrans staff have identified several existing agreements that no longer accurately represent the conditions of the City's street and infrastructure network. Therefore, it has been agreed that updating the Citywide Freeway Maintenance Agreement is a benefit to both Caltrans and the City.

ANALYSIS

Given that the previous update to the Freeway Maintenance Agreements occurred in 2002 and the fact that the City currently has several projects in design or near ready for construction that are within the limits of the Caltrans Right of Way, the City and Caltrans agreed that this would be a good time to update the existing maintenance agreements. Historically, for each location where a section of Caltrans freeway and City streets interacted, a separate maintenance agreement existed. Each had its own maps and exhibits, some dating back over fifty years. Past exhibits and agreements that were being used dated back to 1964 and are obsolete in providing accurate information to describe existing infrastructure and proposed improvements for construction and maintenance. Prior drawings and exhibits also were completed before Computer Aided Drafting (CAD) and many elements of modern drafting and design were absent from their completeness. This made obtaining an encroachment permit on a project-by-project basis a challenging and time-consuming endeavor. The existing maps and exhibits had to be brought up-to-date before the City-proposed improvements could be added and the potential impacts identified and mitigated. Because of the time and inconsistency associated with obtaining an encroachment permit, this created ongoing issues with Caltrans along with delays and additional costs in project construction.

The solution agreed to by both Caltrans and the City is to have a single maintenance agreement that includes separate up-to-date maps and exhibits for each location in the City that interacts with Caltrans freeways. This will provide for consistent requirements for each location and eliminate the need to update the out-of-date maps and exhibits each time a project is proposed by the City that interacts with Caltrans right of way in some manner. An Encroachment Permit will still be required to complete construction and maintenance projects within the Caltrans Right of Way, however there should be a more expedited process for the Encroachment Permit approval.

The locations for the updated Citywide Maintenance Agreement include the following locations:

- 1) Enterprise Boulevard and Interstate 80
- 2) Reed Avenue and Interstate 80
- 3) West Capitol Avenue and Interstate 80
- 4) Harbor Boulevard and State Route 50
- 5) Westacre Boulevard and State Route 50
- 6) Jefferson Boulevard and State Route 50
- 7) Drever Street and State Route 50
- 8) South River Road and State Route 50

It should be noted that the Sycamore Trail Overcrossing State Route 50 has not been included in this Freeway Maintenance Agreement and will be part of a separate agreement between the City and Caltrans.

Environmental Considerations

Environmental Consideration is required during the implementation and design of each project before proceeding to construction. Since this is purely an agreement between the City and State, an environmental impact assessment is not required.

Commission Recommendation

Staff has not solicited Commission Recommendations for this agreement.

Strategic Plan Integration

N/A

Alternatives

City Council may:

- 1) Approve the recommended actions.
- 2) Delay or revise the recommended actions.
- 3) Not approve the recommended actions.

Alternative 1 is recommended to allow the City staff to proceed with project design and construction within Caltrans Right of Way and prevent future delays to project development and construction

Coordination and Review

This report was prepared by the Capital Projects and Transportation Department and coordinated with the City's Attorney for review and finalization for Conditions of the Agreement.

Budget/Cost Impact

At this time there are no budget or cost impacts to the City. Delays to future projects by not agreeing to implement the Citywide Freeway Maintenance Agreement may cause delays to project completion resulting in unknown cost impacts at this time.

ATTACHMENT(S)

Attachment 1 – Interstate 80 Citywide Freeway Maintenance Agreement.

Attachment 2 – State Route 50 Citywide Freeway Maintenance Agreement.

**FREEWAY MAINTENANCE
AGREEMENT
WITH THE
CITY OF WEST SACRAMENTO**

THIS AGREEMENT is made effective this _____ day of _____, 20__, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as “STATE” and the City of West Sacramento; hereinafter referred to as “CITY” and collectively referred to as “PARTIES”.

SECTION I

RECITALS

1. WHEREAS, on August 7, 1967, a Freeway Agreement was executed between the County of Yolo and STATE, certain adjustments of the local street and road system required for the development of that portion of STATE Highway Interstate (I) 80, and now under the jurisdictional limits of the City of West Sacramento, as a freeway; and
2. WHEREAS, PARTIES desire to work together to allocate their respective obligations relative to newly constructed or revised improvements within STATE’s right of way by Encroachment Permit number 0320-NCS0199; and
3. WHEREAS, recent adjustments to said freeway have now been completed, or are nearing completion, and the PARTIES hereto mutually desire to identify the maintenance responsibilities for improvements to separation structures and landscaped areas lying within those modified freeway limits; and
4. The degree or extent of maintenance work to be performed, and the standards therefore, shall be in accordance with the provisions of Section 27 of the Streets and Highways Code and the then current edition of the State Maintenance Manual.
5. WHEREAS, pursuant to the above referenced Freeway Agreement, CITY has resumed or will resume control and maintenance over each of the affected relocated or reconstructed CITY streets, except for those portions adopted as a part of the freeway proper.

NOW THEREFORE IT IS AGREED:

SECTION II

AGREEMENT

1. CITY agrees to continue their control and maintenance of each of the affected relocated or reconstructed CITY streets and roads as shown on that plan map attached hereto, marked Exhibit A, and made a part hereof by this reference.
2. STATE agrees to continue control and maintenance of those portions adopted as a part of I-80 Freeway proper as shown Exhibit A.

3. If there is mutual agreement on the change in the maintenance duties between PARTIES, the PARTIES can revise Exhibit A by a mutual written execution of Exhibit A.
4. When another planned future improvement has been constructed and/or a minor revision has been effected within the limits of the freeway herein described which will affect the PARTIES' division of maintenance responsibility as described herein, STATE will provide a new dated and revised Exhibit A which will thereafter supersede the attached original Exhibit A and become part of this Agreement.
5. CITY and STATE agree to accept their then respective operational and maintenance responsibilities and related associated costs thereof in the event jurisdictional boundaries of the PARTIES should change and Exhibit A is amended to reflect those changes.
6. CITY must obtain the necessary Encroachment Permits from STATE's District 3 Encroachment Permit Office prior to entering STATE right of way to perform CITY maintenance responsibilities. This permit will be issued at no cost to CITY.
7. VEHICULAR AND PEDESTRIAN OVERCROSSINGS
 - 7.1. STATE will maintain, at STATE expense, the entire structure of any STATE constructed vehicular and pedestrian overcrossings of SR-80 below the deck wearing surface and any wearing surface treatment thereon.
 - 7.2. CITY will maintain, at CITY expense, the deck wearing surface and structural drainage system (and shall perform such work as may be necessary to ensure an impervious and/or otherwise suitable surface) and all portions of the structure above the bridge deck, including, but without limitation, lighting installations, as well as all traffic service facilities (sidewalks, signs, pavement markings, bridge rails, etc.) that may be required for the benefit or control of traffic using that overcrossing.
 - 7.3. As directed by section 92.6 of the Streets and Highways Code, at locations determined by STATE, screening shall be placed on STATE freeway overpasses on which pedestrians are allowed. All screens installed under this program will be maintained by STATE, at STATE expense.
8. VEHICULAR AND PEDESTRIAN UNDERCROSSINGS
 - 8.1. STATE will maintain the entire structure of all STATE-constructed vehicular and pedestrian undercrossings of STATE freeways except as hereinafter provided.
 - 8.2. CITY will be maintain the roadway sections, including the traveled way, shoulders, curbs, sidewalks, wall surfaces (including eliminating graffiti), drainage installations, lighting installations and traffic service facilities that may be required for the benefit or control of traffic using that undercrossing.
 - 8.3. CITY will request STATE's District Encroachment Permit Engineer to issue the necessary Encroachment Permit for any proposed change in minimum vertical clearances between CITY roadway surface and the structure that results from modifications to the roadway (except when said modifications are made by STATE). If the planned modifications will

result in a reduction in the minimum clearance within the traveled way, an estimate of the clearance reduction must be provided to STATE's Transportation Permit Engineer prior to starting work. Upon completion of that work, a vertical clearance diagram will be furnished to STATE's Transportation Permit Engineer that shows revised minimum clearances for all affected movements of traffic, both at the edges of the traveled way and at points of minimum clearance within the traveled way.

9. WALLS AND COLUMNS – CITY is responsible for debris removal, cleaning, and painting to keep CITY's/COUNTY's side of any wall structure or column free of debris, dirt, and graffiti.

10. LANDSCAPED AREAS - CITY is responsible for the maintenance of any plantings or other types of roadside development lying outside of the fenced right of way area reserved for exclusive freeway.

11. INTERCHANGE OPERATON - It is STATE's responsibility to provide efficient operation of freeway interchanges, including ramp connections to local streets and roads.

12. ELECTRICALLY OPERATED TRAFFIC CONTROL DEVICES

12.1. The cost of installation, operation, maintenance, repairs, replacement and energy costs of safety lighting, traffic signals or other necessary electrically operated traffic control devices placed at interchanges of I-80 and CITY streets and roads and at ramp connections or I-80 and CITY facilities shall be shared by the PARTIES in a separate Shared Cost Electrical Cost Agreement. A separate "Shared Cost Electrical Agreement" was executed on August 3, 1987, and recently amended on December 8, 2020, allocating these costs between the PARTIES.

12.2. Timing of traffic signals, which shall be coordinated with CITY to the extent that no conflict is created with freeway operations, shall be the sole responsibility of STATE.

13. BICYCLE PATHS - Except for bicycle paths constructed as permitted encroachments within STATE's right of way for which the permittee is solely responsible for all path improvements, STATE will maintain, at STATE expense, all fences, guard railing, drainage facilities, slope and structural adequacy of any bicycle path located and constructed within STATE's right of way. CITY will maintain, at CITY expense, a safe facility for bicycle travel along the entire length of the path by providing sweeping and debris removal when necessary; and all signing and striping and pavement markings required for the direction and operation of that non-motorized facility.

14. LEGAL RELATIONS AND RESPONSIBILITIES

14.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not PARTIES to this Agreement or to affect the legal liability of a PARTY to the Agreement by imposing any standard of care with respect to the operation and maintenance of STATE highways and local facilities different from the standard of care imposed by law.

14.2. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction conferred upon STATE arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and all of their officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.

14.3. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction conferred upon CITY and arising under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.

15. PREVAILING WAGES:

15.1. Labor Code Compliance- If the work performed under this Agreement is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. CITY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY agrees to include prevailing wage requirements in its contracts for public work. Work performed by CITY's own forces is exempt from the Labor Code's Prevailing Wage requirements.

15.2. Requirements in Subcontracts - CITY shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is a "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY's contracts.

16. INSURANCE -

16.1 CITY and its contractors shall maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.

17. TERMINATION - This Agreement may be terminated by timely mutual written consent by PARTIES, and CITY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.

18. TERM OF AGREEMENT - This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by STATE for cause.

PARTIES are empowered by Streets and Highways Code Section 114 and 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF WEST SACRAMENTO

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
Mayor/Chairmen

TOKS OMISHAKIN
Director of Transportation

Initiated and Approved

By: _____
City Manager

By: _____
Deputy District Director
Maintenance District

ATTEST:

By: _____
City Clerk

As to Form and Procedure:

By: _____
City Attorney

By: _____
Attorney
Department of Transportation

**FREEWAY MAINTENANCE
AGREEMENT
WITH THE
CITY OF WEST SACRAMENTO**

THIS AGREEMENT is made effective this _____ day of _____, 20__, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the City of West Sacramento; hereinafter referred to as "CITY" and collectively referred to as "PARTIES".

SECTION I

RECITALS

1. WHEREAS, on August 7, 2002, a Freeway Agreement was executed between the CITY and STATE, wherein the PARTIES consented to certain adjustments of the local street and road system required for the development of that portion of STATE Highway Route (SR) 50, within the jurisdictional limits of the CITY, as a freeway; and
2. WHEREAS, PARTIES desire to work together to allocate their respective obligations relative to newly constructed or revised improvements within STATE's right of way by Encroachment Permit number 0320-NCS0199; and
3. WHEREAS, recent adjustments to said freeway have now been completed, or are nearing completion, and the PARTIES hereto mutually desire to identify the maintenance responsibilities for improvements to separation structures and landscaped areas lying within those modified freeway limits; and
4. The degree or extent of maintenance work to be performed, and the standards therefore, shall be in accordance with the provisions of Section 27 of the Streets and Highways Code and the then current edition of the State Maintenance Manual.
5. WHEREAS, pursuant to the above referenced Freeway Agreement, CITY has resumed or will resume control and maintenance over each of the affected relocated or reconstructed CITY streets, except for those portions adopted as a part of the freeway proper.

NOW THEREFORE IT IS AGREED:

SECTION II

AGREEMENT

1. CITY agrees to continue their control and maintenance of each of the affected relocated or reconstructed CITY streets and roads as shown on that plan map attached hereto, marked Exhibit A, and made a part hereof by this reference.
2. STATE agrees to continue control and maintenance of those portions adopted as a part of SR 50 Freeway proper as shown Exhibit A.

3. If there is mutual agreement on the change in the maintenance duties between PARTIES, the PARTIES can revise Exhibit A by a mutual written execution of Exhibit A.
4. When another planned future improvement has been constructed and/or a minor revision has been effected within the limits of the freeway herein described which will affect the PARTIES' division of maintenance responsibility as described herein, STATE will provide a new dated and revised Exhibit A which will thereafter supersede the attached original Exhibit A and become part of this Agreement.
5. CITY and STATE agree to accept their then respective operational and maintenance responsibilities and related associated costs thereof in the event jurisdictional boundaries of the PARTIES should change and Exhibit A is amended to reflect those changes.
6. CITY must obtain the necessary Encroachment Permits from STATE's District 3 Encroachment Permit Office prior to entering STATE right of way to perform CITY maintenance responsibilities. This permit will be issued at no cost to CITY.
7. VEHICULAR AND PEDESTRIAN OVERCROSSINGS
 - 7.1. STATE will maintain, at STATE expense, the entire structure of any STATE constructed vehicular and pedestrian overcrossings of SR 50 below the deck wearing surface and any wearing surface treatment thereon.
 - 7.2. CITY will maintain, at CITY expense, the deck wearing surface and structural drainage system (and shall perform such work as may be necessary to ensure an impervious and/or otherwise suitable surface) and all portions of the structure above the bridge deck, including, but without limitation, lighting installations, as well as all traffic service facilities (sidewalks, signs, pavement markings, bridge rails, etc.) that may be required for the benefit or control of traffic using that overcrossing.
 - 7.3. As directed by section 92.6 of the Streets and Highways Code, at locations determined by STATE, screening shall be placed on STATE freeway overpasses on which pedestrians are allowed. All screens installed under this program will be maintained by STATE, at STATE expense.
8. VEHICULAR AND PEDESTRIAN UNDERCROSSINGS
 - 8.1. STATE will maintain the entire structure of all STATE-constructed vehicular and pedestrian undercrossings of STATE freeways except as hereinafter provided.
 - 8.2. CITY will be maintain the roadway sections, including the traveled way, shoulders, curbs, sidewalks, wall surfaces (including eliminating graffiti), drainage installations, lighting installations and traffic service facilities that may be required for the benefit or control of traffic using that undercrossing.
 - 8.3. CITY will request STATE's District Encroachment Permit Engineer to issue the necessary Encroachment Permit for any proposed change in minimum vertical clearances between CITY roadway surface and the structure that results from modifications to the roadway (except when said modifications are made by STATE). If the planned modifications will

result in a reduction in the minimum clearance within the traveled way, an estimate of the clearance reduction must be provided to STATE's Transportation Permit Engineer prior to starting work. Upon completion of that work, a vertical clearance diagram will be furnished to STATE's Transportation Permit Engineer that shows revised minimum clearances for all affected movements of traffic, both at the edges of the traveled way and at points of minimum clearance within the traveled way.

9. WALLS AND COLUMNS – CITY is responsible for debris removal, cleaning, and painting to keep CITY's/COUNTY's side of any wall structure or column free of debris, dirt, and graffiti.
10. LANDSCAPED AREAS - CITY is responsible for the maintenance of any plantings or other types of roadside development lying outside of the fenced right of way area reserved for exclusive freeway.
11. INTERCHANGE OPERATON - It is STATE's responsibility to provide efficient operation of freeway interchanges, including ramp connections to local streets and roads.

12. ELECTRICALLY OPERATED TRAFFIC CONTROL DEVICES

12.1. The cost of installation, operation, maintenance, repairs, replacement and energy costs of safety lighting, traffic signals or other necessary electrically operated traffic control devices placed at interchanges of SR-50 and CITY streets and roads and at ramp connections or SR-50 and CITY facilities shall be shared by the PARTIES in a separate Shared Cost Electrical Cost Agreement. A separate "Shared Cost Electrical Agreement" was executed on August 3, 1987, and recently amended on December 8, 2020, allocating these costs between the PARTIES.

12.2. Timing of traffic signals, which shall be coordinated with CITY to the extent that no conflict is created with freeway operations, shall be the sole responsibility of STATE.

13. BICYCLE PATHS - Except for bicycle paths constructed as permitted encroachments within STATE's right of way for which the permittee is solely responsible for all path improvements, STATE will maintain, at STATE expense, all fences, guard railing, drainage facilities, slope and structural adequacy of any bicycle path located and constructed within STATE's right of way. CITY will maintain, at CITY expense, a safe facility for bicycle travel along the entire length of the path by providing sweeping and debris removal when necessary; and all signing and striping and pavement markings required for the direction and operation of that non-motorized facility.

14. LEGAL RELATIONS AND RESPONSIBILITIES

14.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not PARTIES to this Agreement or to affect the legal liability of a PARTY to the Agreement by imposing any standard of care with respect to the operation and maintenance of STATE highways and local facilities different from the standard of care imposed by law.

14.2. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction conferred upon STATE arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and all of their officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.

14.3. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction conferred upon CITY and arising under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.

15. PREVAILING WAGES:

15.1. Labor Code Compliance- If the work performed under this Agreement is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. CITY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY agrees to include prevailing wage requirements in its contracts for public work. Work performed by CITY's own forces is exempt from the Labor Code's Prevailing Wage requirements.

15.2. Requirements in Subcontracts - CITY shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is a "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY's contracts.

16. INSURANCE -

16.1 CITY and its contractors shall maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.

17. TERMINATION - This Agreement may be terminated by timely mutual written consent by PARTIES, and CITY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.

18. TERM OF AGREEMENT - This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by STATE for cause.

PARTIES are empowered by Streets and Highways Code Section 114 and 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF WEST SACRAMENTO

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
Mayor/Chairmen

TOKS OMISHAKIN
Director of Transportation

Initiated and Approved

By: _____
City Manager

By: _____
Deputy District Director 3
Maintenance District

ATTEST:

By: _____
City Clerk

As to Form and Procedure:

By: _____
City Attorney

By: _____
Attorney
Department of Transportation

MEETING DATE: January 20, 2021

ITEM #7

SUBJECT:

CONSIDERATION OF RESOLUTION 21-08, APPROVING PARCEL FINAL MAP 5168, LOCATED AT THE INTERSECTION OF JEFFERSON BOULEVARD AND TAPLEY ROAD

INITIATED OR REQUESTED BY:

Council Staff
 Other

REPORT COORDINATED OR PREPARED BY:

Mark Collier, Principal Engineer
Community Development Department

ATTACHMENT Yes No Information Direction Action

OBJECTIVE

The objective of this report is to obtain the City Council's consideration of Parcel Map 5168 and adoption of Resolution 21-08 approving Parcel Final Map 5168.

RECOMMENDED ACTION

Staff respectfully recommends that the City Council adopt Resolution 21-08 (Attachment 1), approving Parcel Final Map 5168.

BACKGROUND

Tentative Parcel Map 5168 (Attachment 2) was conditionally approved by the Planning Commission on June 6, 2019. Said parcel map creates three new parcels from one existing parcel totaling 7.59 acres located at the intersection of Jefferson Boulevard and Tapley Road (Attachment 3, Vicinity Map) within the Residential Rural Estates (RE) zone.

ANALYSIS

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. In this case, all applicable conditions of approval of the tentative map have been satisfied.

No public improvements were required to be completed as a prerequisite to the recording of this map.

Environmental Considerations

The Planning Commission found the tentative map to be compliant with CEQA at the time of its approval. No additional findings are required with Council approval of this map.

Commission Recommendation

The Planning Commission conditionally approved Tentative Map 5168 on June 6, 2019.

Strategic Plan Integration

Approval of Parcel Map 5168 promotes the City's Principles to Guide the Future specifically by creating a "Range of Quality Housing Choices."

Alternatives

Per Section 66458 of the Government Code, because 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 must be approved. The Council, however, has the option to defer approval to the next meeting on February 3.

Coordination and Review

The Parcel Map has been reviewed by the Community Development Department.

Budget/Cost Impact

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

Consideration of Resolution 21-08, Approving Parcel Map No 5168

January 20, 2021

Page 2

ATTACHMENT(S)

1. Resolution 21-08
2. Parcel Map 5168
3. Vicinity Map

RESOLUTION 21-08

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST SACRAMENTO
APPROVING PARCEL FINAL MAP 5168**

WHEREAS, said Parcel Map for Subdivision 5168 has been prepared and presented to the City Council of the City of West Sacramento for approval; and

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

WHEREAS, all other conditions of approval of the Tentative Map have been satisfied and said Final 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 Parcel Map 5168.

PASSED AND ADOPTED by the City Council of the City of West Sacramento this 20th day of January, 2021 by the following vote:

AYES:

NOES:

ABSENT:

Martha Guerrero, Mayor

ATTEST:

Yashin Abbas, City Clerk

OWNER'S STATEMENT:

THE UNDERSIGNED, DOES HEREBY STATE THAT THEY ARE THE ONLY PARTIES HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE DISTINCTIVE BOUNDARY OF THIS SUBDIVISION AND DO HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP.

THE UNDERSIGNED DOES ALSO HEREBY OFFER FOR DEDICATION TO THE CITY OF WEST SACRAMENTO FOR SPECIFIC PURPOSES:

RIGHTS OF WAY AND EASEMENTS FOR INSTALLATION AND MAINTENANCE OF WATER, GAS, SEWER AND DRAINAGE PIPES, AND FOR TRAFFIC CONTROL DEVICES, ELECTROLIERS AND UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC, CABLE TELEVISION, AND TELEPHONE SERVICES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND DESIGNATED AS "PUBLIC UTILITY EASEMENT" (P.U.E.)

WILLIAM WANGMAO GE AND HELEN H. WU, OWNERS

WILLIAM WANGMAO GE DATE

HELEN H. WU DATE

TRUSTEE'S STATEMENT:

PLACER TITLE COMPANY, AS TRUSTEE UNDER THAT CERTAIN DEED OF TRUST DATED JUNE 25, 2018 AND RECORDED JUNE 28, 2018 AS INSTRUMENT NO. 2018-0015225 OF OFFICIAL RECORDS OF YOLO COUNTY HEREBY CONSENTS TO THE FILING OF THIS MAP.

BY: _____ BY: _____

NOTARY'S ACKNOWLEDGEMENT:

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 _____)

ON _____ BEFORE ME, _____, A 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

SIGNATURE _____ PRINT NAME _____
MY REGISTRATION NUMBER: _____
MY COMMISSION EXPIRES: _____
MY PRINCIPAL PLACE OF BUSINESS IS IN THE COUNTY OF: _____

PARCEL MAP NO.5168

A PORTION OF LOT 59, AS SHOWN ON THE MAP OF BOULEVARD SUBDIVISION OF WEST SACRAMENTO PROPERTIES, RECORDED MARCH 4, 1913 IN BOOK 2 OF MAPS, PAGE 74, EXCEPTING THAT PORTION DESCRIBED IN BOOK 325 OR 106
YOLO COUNTY RECORDS

CITY OF WEST SACRAMENTO, YOLO COUNTY,
STATE OF CALIFORNIA
MARCH 2020

SHEET 1 OF 3

GUIDE ENGINEERING

LAND PLANNING ENGINEERING AND SURVEYING
5930 GRANITE LAKES DRIVE, SUITE 150
GRANITE BAY, CALIFORNIA

COUNTY TAX COLLECTOR'S STATEMENT:

I, THE UNDERSIGNED, TAX COLLECTOR AND REDEMPTION OFFICER OF YOLO COUNTY, STATE OF CALIFORNIA, DO HEREBY STATE THAT ACCORDING TO THE RECORDS OF THIS OFFICE, THERE ARE NO LIENS AGAINST THIS PROPERTY OR ANY PART THEREOF FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS NOT YET PAYABLE. FURTHERMORE, PURSUANT TO THE YOLO COUNTY BOARD OF SUPERVISORS RESOLUTION 89-168, I DO HEREBY CERTIFY ON BEHALF OF THE CLERK OF THE BOARD OF SUPERVISORS THAT CHAPTER 4, ARTICLE 8, OF THE SUBDIVISION MAP ACT HAS BEEN COMPLIED WITH REGARDING DEPOSITS.

HOWARD NEWENS, COUNTY TAX DATE
COLLECTOR AND REDEMPTION OFFICER
YOLO COUNTY

NOTARY'S ACKNOWLEDGEMENT:

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 _____)

ON _____ BEFORE ME, _____, A 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

SIGNATURE _____ PRINT NAME _____
MY REGISTRATION NUMBER: _____
MY COMMISSION EXPIRES: _____
MY PRINCIPAL PLACE OF BUSINESS IS IN THE COUNTY OF: _____

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF WILLIAM WANGMAO GE ON JULY 2018. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED AND THAT THE MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED AND THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

CHARLES W. CRAIL LS 4519
EXP. 9/30/2020

DATE

CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT THE SUBDIVISION HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF SAID TENTATIVE MAP HAVE BEEN COMPLIED WITH.

MARK COLLIER, RCE 54031
CITY ENGINEER
CITY OF WEST SACRAMENTO

DATE

CITY SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND THAT IT IS TECHNICALLY CORRECT.

BRIAN SOUSA, LS 7917
CITY SURVEYOR
CITY OF WEST SACRAMENTO

DATE

CITY CLERK'S STATEMENT:

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF WEST SACRAMENTO HAS APPROVED THIS PLAT OF PARCEL MAP NO. 5168, AND HEREBY ACCEPTS, SUBJECT TO IMPROVEMENT, ON BEHALF OF THE PUBLIC ALL THE LAND AND EASEMENTS OFFERED BY DEDICATION FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE OFFER OF DEDICATION AS SET FORTH ON THE SUBDIVISION MAP.

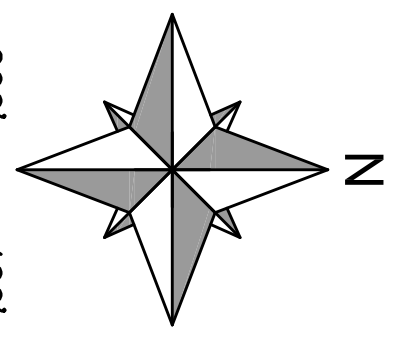
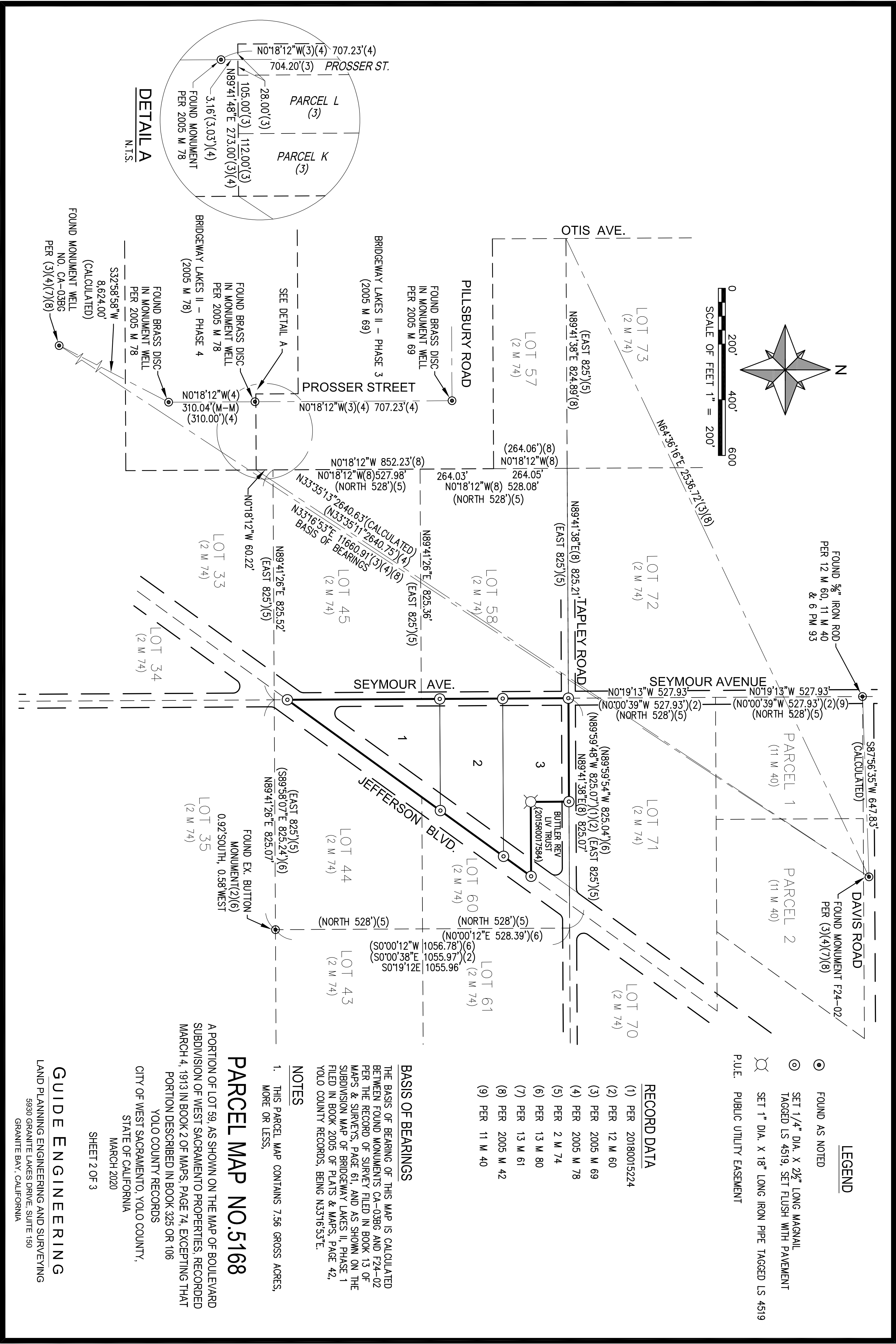
KRYSS RANKIN DATE
CITY CLERK
CITY OF WEST SACRAMENTO

COUNTY RECORDER'S STATEMENT:

FILED THIS ____ DAY OF _____, 20____, AT ____M. IN BOOK ____ OF MAPS, AT PAGE(S) _____ AT THE REQUEST OF CHARLES CRAIL.

JESSE SALINAS, COUNTY RECORDER
YOLO COUNTY, STATE OF CALIFORNIA

BY: _____
DEPUTY



0 200' 400' 600'
SCALE OF FEET 1" = 200'

- LEGEND**
- FOUND AS NOTED
 - ⊙ SET 1/4" DIA. X 2 1/2" LONG MAGNAIL TAGGED LS 4519, SET FLUSH WITH PAVEMENT
 - ⊗ SET 1" DIA. X 18" LONG IRON PIPE TAGGED LS 4519
 - PUBLIC UTILITY EASEMENT

RECORD DATA

- (1) PER 20180015224
- (2) PER 12 M 80
- (3) PER 2005 M 89
- (4) PER 2005 M 78
- (5) PER 2 M 74
- (6) PER 13 M 80
- (7) PER 13 M 61
- (8) PER 2005 M 42
- (9) PER 11 M 40

BASIS OF BEARINGS

THE BASIS OF BEARING OF THIS MAP IS CALCULATED BETWEEN FOUND MONUMENTS CA-0386 AND F24-02 PER THE RECORD OF SURVEY FILED IN BOOK 13 OF MAPS & SURVEYS, PAGE 61, AND AS SHOWN ON THE SUBDIVISION MAP OF BRIDGEWAY LAKES II, PHASE I FILED IN BOOK 2005 OF PLATS & MAPS, PAGE 42, YOLO COUNTY RECORDS, BEING N3316.53'E.

NOTES

- 1. THIS PARCEL MAP CONTAINS 7.56 GROSS ACRES, MORE OR LESS.

PARCEL MAP NO. 5168

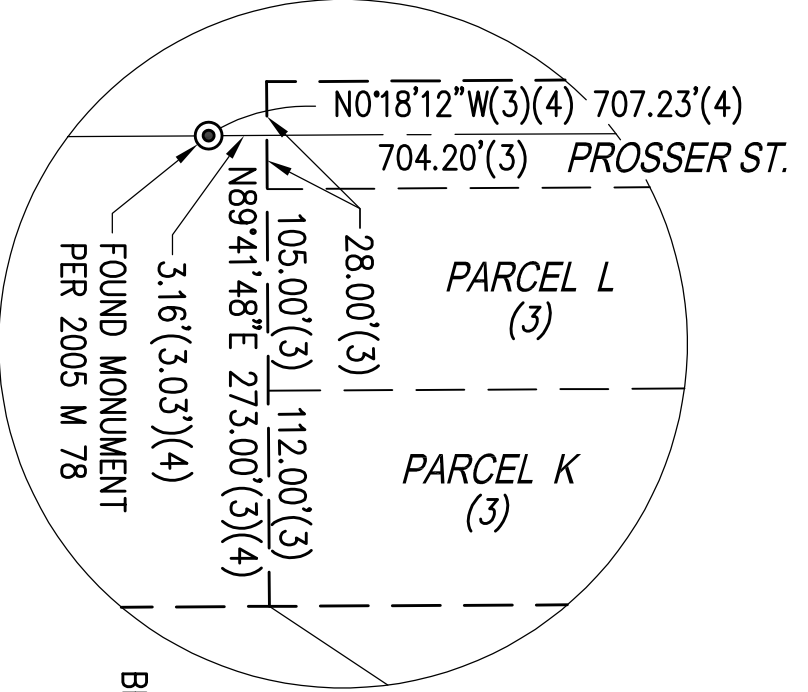
A PORTION OF LOT 59, AS SHOWN ON THE MAP OF BOULEVARD SUBDIVISION OF WEST SACRAMENTO PROPERTIES, RECORDED MARCH 4, 1913 IN BOOK 2 OF MAPS, PAGE 74 EXCEPTING THAT PORTION DESCRIBED IN BOOK 325 OR 106

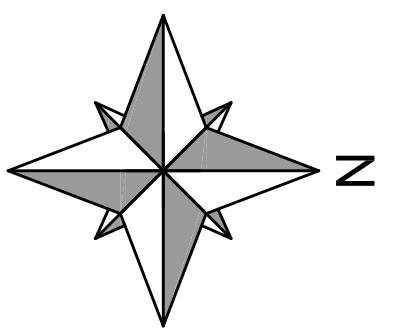
YOLO COUNTY RECORDS
CITY OF WEST SACRAMENTO, YOLO COUNTY,
STATE OF CALIFORNIA
MARCH 2020

SHEET 2 OF 3

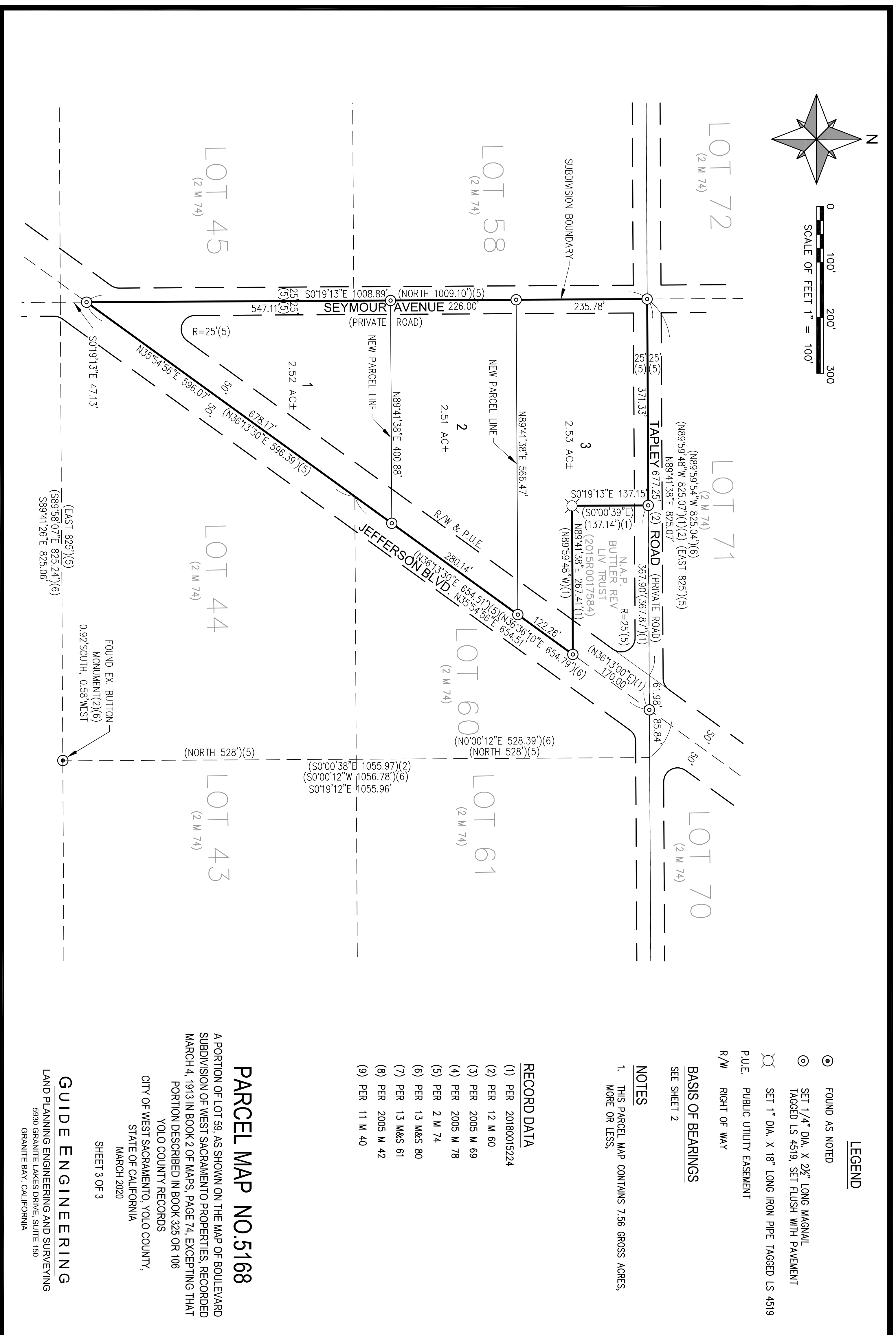
GUIDE ENGINEERING
LAND PLANNING ENGINEERING AND SURVEYING
5930 GRANITE LAKES DRIVE, SUITE 130
GRANITE BAY, CALIFORNIA

DETAIL A
N.T.S.





0 100' 200' 300'
SCALE OF FEET 1" = 100'



LEGEND

- ⊙ FOUND AS NOTED
- ⊙ SET 1/4" DIA. X 2 1/2" LONG MAGNAIL TAGGED LS 4519, SET FLUSH WITH PAVEMENT
- ⊙ SET 1" DIA. X 18" LONG IRON PIPE TAGGED LS 4519
- ⊘ PUBLIC UTILITY EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- R/W RIGHT OF WAY

BASIS OF BEARINGS

SEE SHEET 2

NOTES

1. THIS PARCEL MAP CONTAINS 7.56 GROSS ACRES, MORE OR LESS.

RECORD DATA

- (1) PER 20180015224
- (2) PER 12 M 60
- (3) PER 2005 M 69
- (4) PER 2005 M 78
- (5) PER 2 M 74
- (6) PER 13 M&S 80
- (7) PER 13 M&S 61
- (8) PER 2005 M 42
- (9) PER 11 M 40

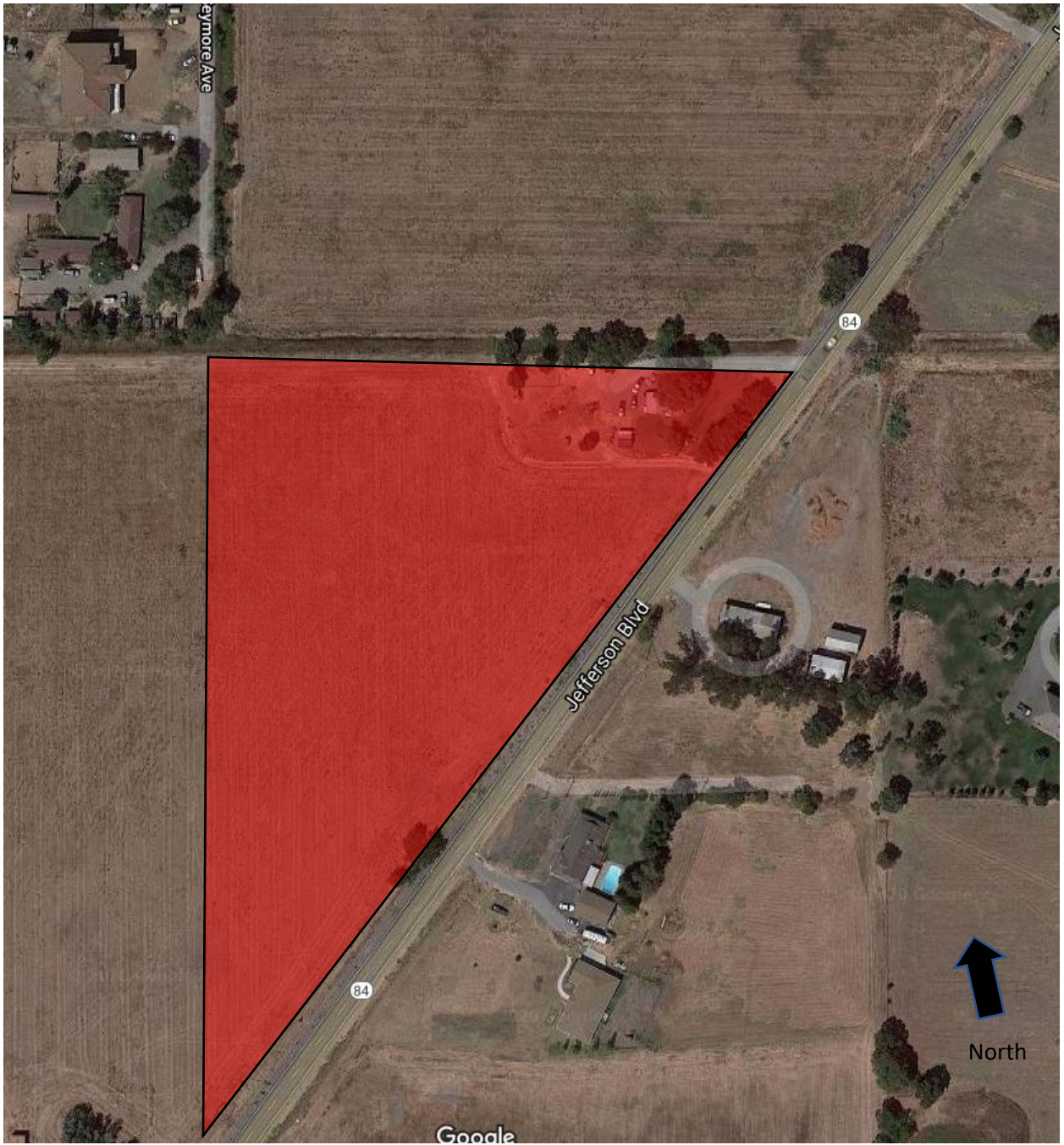
PARCEL MAP NO.5168

A PORTION OF LOT 58, AS SHOWN ON THE MAP OF BOULEVARD SUBDIVISION OF WEST SACRAMENTO PROPERTIES, RECORDED MARCH 4, 1913 IN BOOK 2 OF MAPS, PAGE 74, EXCEPTING THAT PORTION DESCRIBED IN BOOK 325 OR 106
YOLO COUNTY RECORDS
CITY OF WEST SACRAMENTO, YOLO COUNTY,
STATE OF CALIFORNIA
MARCH 2020
SHEET 3 OF 3

GUIDE ENGINEERING

LAND PLANNING ENGINEERING AND SURVEYING
5930 GRANITE LAKES DRIVE, SUITE 150
GRANITE BAY, CALIFORNIA

Vicinity Map



MEETING DATE: January 20, 2021

ITEM #8

SUBJECT:

CONSIDERATION OF AMENDMENT 2 TO THE CONTRACT FOR SERVICES BETWEEN THE CITY OF WEST SACRAMENTO AND SOUSA LAND SURVEYING, INC. FOR A ONE-YEAR TIME EXTENSION

INITIATED OR REQUESTED BY:

Council Staff
 Other

REPORT COORDINATED OR PREPARED BY:

Mark Collier, Principal Engineer
Community Development Department

ATTACHMENT Yes No Information Direction Action

OBJECTIVE

This item seeks consideration of an amendment to the Contract for Services between the City of West Sacramento and Sousa Surveying, Inc. for the position of City Surveyor for a one-year time extension.

RECOMMENDED ACTION

Staff respectfully recommends that the Council approve Amendment 2 (see Attachment 3) to the contract between the City of West Sacramento and Sousa Land Surveys, Inc. for the position of City Surveyor which extends the time of Contract for a period of one year and authorize the City Manager, or designee, to execute Amendment 2 to the contract.

BACKGROUND

The Contract between the City and Sousa Land Surveys, Inc for the position of City Surveyor was originally approved on October 4, 2017. It had an original term of two years.

Per the allowances of said Contract, Amendment 1 (Attachment 2) to was executed by the City Manager on October 1, 2016. Which provided an extension of one year, extending the term to three years from the original date of execution.

ANALYSIS

Staff is now requesting that the Contract be extended for one final year.

Sousa Land Surveys is currently working with staff on the review of a large number of maps. To go through a change in consultants mid-project on such a large scale would have an adverse impact on staff's turnaround time, which would impact multiple development projects. This effect would be compounded by the recent loss of Engineering staff for whom replacements are still in the hiring process.

Procurement of services for this role has been challenging in recent years. Many of the surveying firms who are used to working in the City are not interested in the position because of the conflict of interest it would pose with their traditional business model. They could not be put in a position of reviewing the work they themselves had prepared.

The most recent procurement process yielded two proposals, including Sousa Land Surveys. Staff believes that a post-COVID procurement process that this requested extension would provide could result in a more robust response and a better vetting of applicants.

Sousa Land Surveys has done an outstanding job for the City under the current agreement, so for all of the aforementioned reasons staff recommends a one-year extension of the Contract.

Environmental Considerations

N/A

Commission Recommendation

N/A

Strategic Plan Integration

Approval of the time extension to the Consultant Contract for City Surveyor promotes several tactics under the City's strategic planning strategies, specifically: providing Financially Sound City Government.

Alternatives

The City Council's primary alternatives are summarized below.

1. Approve Amendment 2 to the Contract between the City of West Sacramento and Sousa Land Surveys, Inc. for the position of City Surveyor which extends the time of Contract for a period of one year and authorize the Mayor to execute the Contract on behalf of the Council.
2. Instruct staff to recruit for a new Consultant Contract at this time.

Alternative 1 is staff's recommended action. While staff believes the analysis presented in this report is correct, staff is prepared to effectuate alternative 2.

Coordination and Review

This report prepared by the Community Development Department in coordination with the Finance Division of the Finance and Technology Department This Contract is managed by the Development Engineering Division.

Budget/Cost Impact

This is an on-call, time and material-based Contract. Most of the costs associated with the Contract will be funded through income generated by developer fees. The City's current policy authorizes the payment of fees for map checking services.

From time to time, the City Surveyor may be called upon to assist staff in the processing of tentative maps, acquisition of right-of-way, interpretation of State law, etc. which may not be tied to a funding source. In those cases, the costs will be borne by the general fund or a specific project fund. As has been the case historically, staff does not anticipate that the City Surveyor position will result in substantial unfunded costs.

ATTACHMENT(S)

1. Amendment 1 Contract for Services, Sousa Land Surveys
2. Amendment 2 Contract for Services, Sousa Land Surveys
3. Contract for Services, Sousa Land Surveys

**AMENDMENT NUMBER ONE TO THE CONTRACT
WITH SOUSA LAND SURVEYS, INC. AND THE CITY OF
WEST SACRAMENTO FOR PROFESSIONAL LAND
SURVEYING SERVICES**

THIS CONTRACT AMENDMENT is made on Oct 1 2016 between the City of West Sacramento ("City") and Sousa Land Surveys, Inc. ("Consultant")

WITNESSETH:

WHEREAS, a Contract between the City and Consultant for Professional Land Surveying Services was entered into on October 1, 2014, and

WHEREAS, the term of said Contract was for a period of two years from the date of execution, and

WHEREAS, both the City and Consultant desire to extend the term of the Contract for an additional 12 months, and

NOW, THEREFORE, the parties hereto mutually agree to the following revisions to the original Contract:

Add:

2. TERM OF CONTRACT

D. The services of Consultant are to commence upon execution and receipt of this Contract by the City and shall be undertaken and completed in a prompt and timely manner. The term of this Contract shall be 36 months from the date of execution having an expiration date of October 1, 2017.

CITY OF WEST SACRAMENTO

Sousa Land Surveys' Inc.



Martin Tuttle
City Manager



Brian L. Sousa
President



1110 West Capitol Avenue
West Sacramento, CA 95691

City Council
(916) 617-4500

City Manager's Office
City Clerk
Early Learning Services
Information Technology
(916) 617-4500
Economic Development
(916) 617-4535

Community Development
Planning/Development Engineering
(916) 617-4645
Housing & Community Investment
(916) 617-4555
Building
(916) 617-4683
Code Enforcement
(916) 617-4925

Public Works
Administration
Transportation
Engineering
Flood Protection
(916) 617-4850
Environmental Services
(916) 617-4590
Utility Billing
(916) 617-4589

Administrative Services
Finance
(916) 617-4575
Human Resources
(916) 617-4567

Parks & Recreation
Administration
(916) 617-4620
Recreation Center
2801 Jefferson Boulevard
West Sacramento, CA 95691
(916) 617-4770
Community Center
1075 West Capitol Avenue
West Sacramento, CA 95691
(916) 617-5320

FIRE
2040 Lake Washington Boulevard
West Sacramento, CA 95691
(916) 617-4600
Fax (916) 371-5017

POLICE
550 Jefferson Boulevard
West Sacramento, CA 95605
(916) 617-4900

PUBLIC WORKS
Operations
1951 South River Road
West Sacramento, CA 95691
(916) 617-4850

January 6, 2017

Mr. Brian L. Sousa
Sousa Land Surveys, Inc.
3809 Rollingwood Drive
Fairfield, Ca. 94534

Subject: Contract Extension

Dear Brian,

Included herewith is your original copy of the Contract extension.

Looking forward to another year working with you

Sincerely,

Mark Collier
Principal Engineer

Cc Project File

**AMENDMENT NUMBER TWO TO THE CONTRACT
WITH SOUSA LAND SURVEYS, INC. AND THE CITY OF
WEST SACRAMENTO FOR PROFESSIONAL LAND
SURVEYING SERVICES**

THIS CONTRACT AMENDMENT is made on _____ between the City of West Sacramento (“City”) and Sousa Land Surveys, Inc. (“Consultant”)

WITNESSNETH:

WHEREAS, a Contract between the City and Consultant for Professional Land Surveying Services was entered into on October 4, 2017, and

WHEREAS, the term of said Contract was for a period of two years from the date of execution, and

WHEREAS, Amendment No. 1 to said Contract extended the term to three years, and

WHEREAS, both the City and Consultant desire to extend the term of the Contract for an additional 12 months, and

NOW, THEREFORE, the parties hereto mutually agree to the following revisions to the original Contract:

Add:

2. TERM OF CONTRACT

A. The services of Consultant are to commence upon execution of this Contract by the City and shall extend for a period of 4 years.

CITY OF WEST SACRAMENTO

Sousa Land Surveys’ Inc.

Aaron Laurel
City Manager

Brian L. Sousa
President

CONTRACT FOR SERVICES

THIS CONTRACT is made on October 4, 2017, by and between the CITY OF WEST SACRAMENTO ("City"), and Sousa Land Surveys, Inc. ("Consultant").

WITNESSETH:

WHEREAS, the City desires professional consultant services for the position of City Surveyor; and

WHEREAS, the Consultant has presented a proposal for such services to the City, dated September 8, 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 for completion of the services described in Exhibit "A", attached hereto and incorporated herein. 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

Contract for Services

Sousa Land Surveys, Inc.

October, 2017

the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Contract.

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

2. TERM OF CONTRACT

A. The services of Consultant are to commence upon execution of this Contract by the City, and shall and shall extend for a period of two (2) years.

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

C. The City Manager or his or her designee may, by written instrument signed by the Parties, extend the duration of this Contract for a period of one year in the manner provided in Section 5.

3. COMPENSATION:

A. The Consultant shall be paid at the completion of services for actual fees, costs and expenses per the Cost Proposal and Fee Schedule For Services (attached hereto and incorporated herein as Exhibit "B")

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 Scope of Services, payments may be delayed or denied, unless the Consultant's failure to perform in conformity with the Scope of Services is a documented result of the City's failure to conform with the Scope of Services.

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:

Contract for Services

Sousa Land Surveys, Inc.

October, 2017

A. This Contract may be terminated by either party, provided that the other party is given not less than 60 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.

Contract for Services

Sousa Land Surveys, Inc.

October, 2017

6. EXTENSIONS OF TIME:

City, or 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 3.

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 LOCAL LAW:

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.

9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:

Contract for Services

Sousa Land Surveys, Inc.

October, 2017

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

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

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

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

10. SUBCONTRACTING:

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

11. ASSIGNABILITY:

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

Contract for Services

Sousa Land Surveys, Inc.

October, 2017

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.

Contract for Services

Sousa Land Surveys, Inc.

October, 2017

15. 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 [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

Contract for Services

Sousa Land Surveys, Inc.

October, 2017

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.

Contract for Services

Sousa Land Surveys, Inc.

October, 2017

2. Commercial General Liability Insurance

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

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

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

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

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

3. Commercial Automobile Insurance

Contract for Services

Sousa Land Surveys, Inc.

October, 2017

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.

Contract for Services

Sousa Land Surveys, Inc.

October, 2017

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:

Contract for Services

Sousa Land Surveys, Inc.

October, 2017

City: Mark Collier, Principal Engineer
City of West Sacramento
Community Development Department
1110 West Capitol Avenue
West Sacramento, Ca. 95691

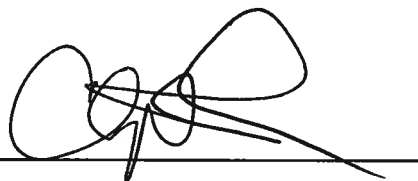
Consultant: Brian L. Sousa, President
Sousa Land Surveys, Inc.
3809 Rollingwood Drive
Fairfield, Ca. 94534

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 Cabaldon, Mayor

Contract for Services

Sousa Land Surveys, Inc.

October, 2017

ATTEST:

By: 

Kryss Rankin, City Clerk

APPROVED AS TO FORM:

By: 

Jeffrey Mitchell, City Attorney

SOUSA LAND SURVEYS, INC.

By: 

Brian Sousa, President

EXHIBIT "A"
CONSULTANT PROPOSAL

Contract for Services

Sousa Land Surveys, Inc.

October, 2017

EXHIBIT "B"

COST PROPOSAL AND FEE SCHEDULE FOR SERVICES

EXHIBIT C

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700

[Labor Code § 1861]

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONSULTANTS

By: 

Brian Sousa, President

MEETING DATE: January 20, 2021

ITEM #9

SUBJECT:

**CONSIDERATION AND APPROVAL OF A PROFESSIONAL SERVICES CONTRACT
WITH R3 CONSULTING GROUP, INC. AND CONSIDERATION
OF RESOLUTION 21-6 ESTABLISHING A BUDGET APPROPRIATION
OF UP TO \$40,000 FROM THE REFUSE FUND**

INITIATED OR REQUESTED BY:

[] Council [X] Staff

[] Other

REPORT COORDINATED OR PREPARED BY:
 Paulina Benner, Environmental Services &
Sustainability Manager
Community Development Department

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

OBJECTIVE

The purpose of this item is to request the City Council's approval to execute a professional services contract with R3 Consulting Group, Inc., and adoption of Resolution 21-6 to appropriate \$40,000 from the refuse fund for this work.

RECOMMENDED ACTION

Staff respectfully recommends that Council:

1. Find that the contract with R3 Consulting Group, Inc. is exempt from CEQA analysis pursuant to CEQA Guidelines Sections 15061(b)(3) and 15308, under California Code of Regulations, Title 14, Division 6, Chapter 3, Sections 15061 and 15308; and
2. Adopt Resolution 21-6 establishing a budget appropriation of up to \$40,000 from the refuse fund; and
3. Authorize the City Manager to execute a professional services contract with R3 Consulting Group, Inc.; and
4. Authorize the City Manager to make contract amendments up to 10% of the approved contract amount to accommodate for changes and adjustments.

BACKGROUND

Staff submitted a decision package for the FY 20/21 mid-term budget adjustments that included a request for \$50,000 from the Refuse Fund (511-9450) to fund a professional services consultant contract for assistance with Senate Bill 1383 (SB 1383), Short-Lived Climate Pollutants compliance. As the attached decision package describes, SB 1383 is the most significant waste reduction mandate to be adopted in California in the last 30 years. In addition to the state-wide requirements to reduce organic waste (food waste, green waste, paper products) disposal by 75% by 2025 and increase edible food recovery by 20% by 2025, there are specific implementation requirements for local governments. The legislation tasked CalRecycle with developing the regulations that will impose the requirements necessary to achieve the state-wide targets. This budget request was approved by the City Council on November 18, 2020.

ANALYSIS

On November 19, 2020, staff released a request for proposals (RFP) for SB 1383 compliance assistance via the City's ProcureNow web-based procurement software program. The notice of release was also forwarded via email to a list of twelve consultants known to provide solid waste and waste reduction related consulting services. When the RFP closed, two proposals were received and evaluated. The cost proposals for both bids exceeded the original \$50,000 budget appropriation requested for this project, necessitating the additional budget appropriation being requested and Council approval to execute the contract.

The winning bidder, R3 Consulting Group, Inc, (R3) was selected by the evaluation committee as the most qualified, responsive bidder. R3 provided a detailed scope of work, included with the attached contract, that met all the requirements of the proposal and demonstrated their deep understanding of SB 1383 and its requirements. R3's response demonstrates its experience providing the analysis and implementation plan staff is seeking to prepare the City for the January 1, 2022 compliance deadline. Throughout the planning process, and as the results of the consultant's work become available, staff will provide regular updates to, and request input and direction from, the Environment and Utilities Commission and City Council.

Environmental Considerations

This action falls under Section 15061(b)(3) of the California Environmental Quality Act (CEQA). The section exempts a project from CEQA if the activity is covered by a commonsense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The project is also categorically exempt pursuant to Class 8, Section 15308 (Actions by Regulatory Agencies for Protection of the Environment). In this case, the work proposed in this professional services contract, which includes conducting a gap analysis of city programs and resources necessary for SB 1383 compliance, and drafting an implementation plan, would not materially impact the physical environment once the program is implemented. The purpose of the program is to recover waste before it becomes a pollutant.

Commission Recommendation

This contract and budget resolution, which are procedural in nature, were not presented to any Commissions. However, at its December 14, 2020 meeting, the Environment and Utilities Commission received a staff report on SB 1383 compliance requirements and the upcoming selection of a consulting firm to assist staff with this planning effort. The Commission did not have any questions or express concern about hiring a consultant for this work.

Strategic Plan Integration

Climate and Energy are listed as top priorities of the 2020 Strategic Plan. SB 1383 was enacted by the state as part of a broader effort to combat climate change by reducing the greenhouse gas emissions associated with the landfilling of organic waste. Preparing for its implementation through the work completed by R3 Consulting Group supports the City's climate priorities of the 2020 Strategic Plan.

Alternatives

The City Council's primary alternatives are summarized below.

1. Find that the contract with R3 Consulting Group, Inc. is exempt from CEQA analysis pursuant to CEQA Guidelines Section 15061(b)(3), under California Code of Regulations, Title 14, Division 6, Chapter 3, Sections 15061 and 15308, Adopt Resolution 21-6 establishing a budget appropriation of up to \$40,000 from the refuse fund, Authorize the City Manager to execute a professional services contract with R3 Consulting Group, Inc., Authorize the City Manager to make contract amendments up to 10% of the approved contract amount to accommodate for changes and adjustments.
2. Reject the bids received and conduct another solicitation; or
3. Decline to approve the additional budget request and direct staff to negotiate a contract for the original \$50,000 budget amount.
4. Continue the item (to a date certain if known, the City Council shall specify additional information to be provided if needed).

Alternative 1 is staff's recommended action. Staff is prepared to effectuate Alternatives 2 and 3 at the City Council's direction. However, these alternatives are not recommended, as either alternative would jeopardize the City's ability to prepare for the January 1, 2022 compliance deadlines set by SB 1383, potentially resulting in enforcement action from CalRecycle. Staff is prepared to effectuate Alternative 4 at the Council's direction.

Coordination and Review

This report prepared by the Community Development Department in coordination with the Finance Division of the Finance and Technology Department.

Budget/Cost Impact

The total contract cost will not exceed \$90,000, including an optional task and the 10% contingency amount. As stated in the background section of this report, a \$50,000 budget appropriation was approved by the City Council on November 18, 2020 as part of the mid-term budget package. Staff is requesting a budget appropriation of \$40,000 from the Refuse Fund (Fund 511) to provide the additional funding needed for the professional services contract with R3 Consulting Group for SB 1383 compliance assistance. There is sufficient available funding in the Refuse Fund to support the additional funding request.

ATTACHMENT(S)

1. Resolution 21-6
2. Decision Package
3. R3 Consulting Group, Inc. contract for services

RESOLUTION 21-6

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST SACRAMENTO APPROVING ESTABLISHING A BUDGET APPROPRIATION OF UP TO \$40,000 FROM THE REFUSE FUND

WHEREAS, the City Council adopted the Mid-Term Operations and Maintenance (O&M) and Capital Improvement budget for Fiscal Years 2020-21 on November 18, 2020; and

WHEREAS, the City Council approved decision package DP-00164 for the implementation of the SB1383 compliance as part of the mid-term budget; and

WHEREAS, based upon information received after the adoption of the budget, staff has prepared and proposed an amendment to budgeted expenses for fiscal year 2020-21; and

WHEREAS, the City is required to implement Senate Bill 1383 (SB 1383), Short-Lived Climate Pollutants compliance requirements by January 1, 2022; and

WHEREAS, on November 19, 2020, City staff issued a Request for Proposals (RFP) for consulting services for SB 1383 compliance and received two proposals; and

WHEREAS, R3 Consulting Group, Inc, was determined to be the most qualified responsive bidder and has extensive experience with SB 1383 compliance requirements and also has a strong track record of having professional, technical, and financial resources to complete the work; and

WHEREAS, work under this contract is expected to commence in late January/early February 2021; and

WHEREAS, staff requests an additional budget appropriation of \$40,000 from the Refuse Fund for consulting services; and

WHEREAS, there is sufficient funding available in the Refuse Fund to fund the additional appropriation; and

WHEREAS, the City Council has considered all information related to this matter, as presented at the public meetings of the City Council identified herein, including any supporting reports by City staff, and any other information provided during public meetings.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of West Sacramento as follows:

1. The City Council hereby approves amendments to the Operations and Maintenance (O&M) budget for the 2020/21 fiscal year as listed below.

SOURCES

<u>\$40,000</u> (not to exceed)	511-0000-3210	Refuse Fund Retained Earnings
\$40,000	TOTAL SOURCES	

USES

<u>\$40,000</u> (not to exceed)	511-9450-5261	Refuse Collection Professional Services
\$40,000	TOTAL USES	

2. The City Council hereby finds that the facts set forth in the recitals to this Resolution are true and correct and establish the factual basis for the City Council's adoption of this Resolution.

3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the West Sacramento City Council this 20th day of January 2021, by the following vote:

AYES:

NOES:

ABSENT:

Martha Guerrero, Mayor

ATTEST:

Yashin Abbas, City Clerk



Budget Decision Package

Package ID: DP-00164

Status: In Development

Net Request (2019/2020): \$0.00

Net Request (2020/2021): \$75,000.00

Total Net Request: \$75,000.00

Title: Environmental Services - SB 1383 implementation

Mandatory: Yes

Department: Community Development

Priority: 1

Contact: Paulina Benner

Phone: (916) 617-4586

Section 1 - General Information

Strategic Plan:

Previous Years Priorities

Project Type:

Change to Existing Program/Service

Description:

Senate Bill (SB) 1383, Short-lived Climate Pollutants (SLCP), was signed into law in 2016 and is the most significant waste reduction mandate to be adopted in California in the last 30 years. In addition to the state-wide requirements to reduce organic waste (food waste, green waste, paper products) disposal by 75% by 2025 and increase edible food recovery by 20% by 2025, there are specific implementation requirements of local governments. The legislation tasked CalRecycle with developing the regulations that will impose those requirements necessary to achieve the state-wide targets. The city will be required to do the following to comply with SB 1383.

- Provide organic waste collection to all residents and businesses.
- Establish an edible food recovery program that recovers edible food from the waste stream.
- Conduct outreach and education to all affected parties, including generators, haulers, facilities, edible food recovery organizations, and city/county departments.
- Conduct capacity planning evaluating the City's readiness to implement SB 1383 regulations.
- Procure recycled organic waste products like compost, mulch, and renewable natural gas.
- Inspect and enforce compliance with SB 1383.
- Maintain accurate and timely records of SB 1383 compliance.

The regulations require the City to implement each of these requirements beginning in January 2022, which will require a substantial planning effort over the next 1.5 years.

Section 2 - Costs

Fund	Activity	Object	Description	2019/2020	2020/2021	One Time
511	9450	5574	Tracking software Initial start-up, one time cost estimate. Tracking software program expense to provide SB 1383, and other legislative requirement compliance tracking.	\$0.00	\$5,000.00	Yes
511	9450	5261	Consultant to conduct needs assessment Estimate for consultant work for FY 20/21 to conduct a needs assessment for future budget requirements to implement SB 1383 programs and to create an SB 1383-compliant implementation plan.	\$0.00	\$50,000.00	Yes
511	9450	5574	Tracking software Annual expense for tracking software program expense to provide SB 1383, and other legislative requirement compliance tracking.	\$0.00	\$20,000.00	
Total				\$0.00	\$75,000.00	

Section 3 - Detailed Information

Objectives/Need for Request:

The objective of this decision package is to fund a much-needed compliance tracking software program and to hire a consultant to assist staff with developing an SB 1383 implementation plan and conduct a needs assessment to fully capture anticipated FY 21/22 (and future) expenses related to compliance (e.g. how much staff time/expense will be required for the inspection and enforcement program in addition to outreach and education expenses).

Consequences of Not Funding:

If staff is unable to implement a SB 1383-compliant program, the city may be liable for penalties of up to \$10,000 per day.

Alternatives Considered:

Staff could continue to use the currently used, cumbersome, AB 341 and 1826 (mandatory commercial recycling and mandatory commercial organics recycling laws) tracking excel spreadsheet to track the additional requirements for SB 1383 compliance. Adding the additional tracking layer for the edible food recovery program and inspection and enforcement program would likely exceed excel's database capabilities and does not provide a report creation function that would be used for annual reporting requirements.

Staff could also conduct a needs assessment in-house, but this method would likely be less efficient given staff's limited capacity to conduct a thorough assessment.

Section 4 - Attachments

CONTRACT FOR SERVICES

THIS CONTRACT is made on January ____, 2021, by and between the CITY OF WEST SACRAMENTO ("City"), and R3 CONSULTING GROUP, INC. ("Consultant").

WITNESSETH:

WHEREAS, the City desires consultant services to assist the City with compliance with the State of California CalRecycle organics regulations associated with the Short-Lived Climate Pollutant Reduction Act (SB 1383); and

WHEREAS, the Consultant has presented a proposal for such services to the City, dated December 11, 2020, (attached hereto as Exhibit "A") and is duly licensed, qualified and experienced to perform those services;

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

1. SCOPE OF SERVICES:

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

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

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

2. A. The services of Consultant are to commence upon execution of this Contract, and shall be undertaken and completed in accordance with the Schedule of Performance attached hereto and incorporated herein by this reference as Exhibit "B."

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

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

3. COMPENSATION:

A. The Consultant shall be paid monthly for the actual fees, costs and expenses for all time and materials required and expended, but in no event shall total compensation exceed seventy-eight thousand seventy-five dollars (\$78,075.00), without City's prior written approval. Consultant's fees shall be as specified in the Professional Services Fees/Cost Proposal, which is attached hereto and incorporated herein as Exhibit "C".

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 thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate.

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

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

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

5. AMENDMENTS, CHANGES OR MODIFICATIONS:

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

6. EXTENSIONS OF TIME:

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

7. PROPERTY OF CITY:

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

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

8. COMPLIANCE WITH ALL LAWS:

A. Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract.

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

9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:

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

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

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

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

10. SUBCONTRACTING:

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

11. ASSIGNABILITY:

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

12. INTEREST IN CONTRACT:

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

13. MATERIALS CONFIDENTIAL:

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

14. LIABILITY OF CONSULTANT-NEGLIGENCE:

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

15. INDEMNITY AND LITIGATION COSTS:

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

16. CONSULTANT TO PROVIDE INSURANCE:

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

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

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

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

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

2. Commercial General Liability Insurance

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

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

i. Endorsement equivalent to CG 2010 0714 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:
Ms. Paulina Benner, Environmental Services & Sustainability
Manager
City of West Sacramento
Environmental Services & Sustainability Division
1110 West Capitol Avenue, 1st Floor
West Sacramento, CA 95691

Consultant:
Mr. Garth Shultz, Principal
R3 Consulting Group, Inc.
1512 Eureka Road, Suite 220
Roseville, CA 95661

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

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

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

[Signatures on following page]

CITY OF WEST SACRAMENTO

By: _____
Aaron Laurel, City Manager

ATTEST:

By: _____
Yashin Abbas, City Clerk

APPROVED AS TO FORM:

By: _____
Jeffrey Mitchell, City Attorney

CONSULTANT

By: _____
Garth Schultz, Principal

EXHIBIT A

Consultant Proposal/Scope of Work

December 11, 2020

Paulina Benner
Environmental Services Manager
1110 West Capitol A
West Sacramento, CA 95691

submitted electronically: <https://secure.procurenow.com/portal/cityofwestsacramento>

SUBJECT: Proposal for Consultant Services to Assist the City with SB 1383 Compliance

Dear Ms. Benner,

R3 Consulting Group, Inc. (R3) is pleased to submit the attached proposal to provide assistance with SB 1383 Compliance to the City of West Sacramento (City). This proposal shall remain valid for at least ninety (90) working days after the proposal due date of December 1

R3 is at the forefront of SB 1383 compliance planning and implementation - we have been actively tracking the development of SB 1383 regulations and have participated in the SB 1383 rule-making process through the with our clients to prepare for compliance, we have gained a deep understanding of the regulatory requirements, and are excited about the opportunity to work with City. Moreover and Roseville), we have a rich understanding of the current state of solid waste and organics management in the Sacramento region.

Our proposed project team is comprised of R3 staff members, and we do not intend to use subcontractors. **Garth Schultz**, R3 Principal, will be the main point of contact and Project Manager for this engagement. His contact information can be found below. He will be responsible for overseeing the team, providing analytical review, and leading stakeholder engagement and presentations. Garth will be primarily be supported by **Rose Radford**, one of R3's preeminent SB 1383 experts, and a talented, detail-oriented, and cost-effective analyst. Rose and Garth will work closely throughout the duration of this project (with specialized support from other staff) and, together, will complete over half of the work proposed herein.

The R3 team is rounded out by R3 Principal, **Richard Tagore-Erwin**, (who previously worked with you and the City in establishing the current agreement with Waste Management) and **William Schoen** (who has special expertise in edible food recovery in Yolo County). Both specialize in collection agreement analyses and revisions and rmed edible food compliance support. **Carrie Baxter**, **Claire Wilson**, and **Kristy Dalay** are experienced and talented in understanding regulatory requirements, including AB 827, AB341, AB 1826, SB 1383-related matters and will provide key analytical support.

We have reviewed the City' The R3 team is excited about this opportunity to continue our prior working relationship with the City, and appreciates the opportunity to submit this proposal. Should you have any questions regarding our proposal or need any additional information, please don't hesitate to reach out directly.

Sincerely,



Garth Schultz | *Principal, Project Manager*
R3 Consulting Group, Inc.
510.292.0853 | gshultz@r3cgi.com



Richard Tagore-Erwin | *President, Principal*
R3 Consulting Group, Inc.
916.813.3702 | rterwin@r3cgi.com

3.2 PROPOSED WORK PROGRAM SCOPE

Task 1.1 Compliance Gap Analysis

Objectives

The objective of this task is to assess the City's compliance with organic waste reduction and recycling regulations. Via these efforts, R3 will identify actions the City has taken or plans to take that will support compliance with SB 1383.

This will include reviewing the City's solid waste ordinances, solid waste franchise agreement and related activities performed by the City's waste hauler (which R3 helped the City secure), as well as other waste diversion efforts within the City of W the City will need to implement to be compliant with SB 1383, including any required updates to its solid waste franchise agreement.

Approach

The R3 Project Team has been following SB 1383 regulations closely on behalf of many jurisdictions. SB 1383 touches upon numerous aspects of solid waste management, which can be categorized into seven primary areas for compliance, as shown below. These categories have been color coded for ease of review.

1. **Municipal Code Updates**
2. **Education and Outreach**
3. **Inspection and Enforcement**
4. **Edible Food Recovery Programs**
5. **Purchasing Policy Changes**
6. **C&D Debris Recycling Program**
7. **Collection Service Adjustments**

R3 will research, analyze and document the City's current level of preparedness for SB 1383 compliance – as well as compliance gaps that should be addressed – for the programmatic areas described below.

Task 1.1.1 Municipal Code Updates

SB 1383 requires updates to the municipal or district codes of every jurisdiction in California, aligning with the following requirements in the regulations:

- Universal service for organic waste diversion;
- Other business and hauler requirements under the regulations;
- Penalties for non-compliance and the mechanism for assessing such penalties;
- Enforcement of CALGreen construction and demolition debris recycling requirements and container design requirements; and the Model W Title 23, Division 2, Chapter 2.7 of the California Code of Regulations.

R3 will review current City municipal code, identify gaps, and prepare a draft of recommended updates to the municipal code. R3 will work from the current municipal code (and/or from the model municipal code provided by CalRecycle) and will make recommendations regarding the incorporation of SB 1383 requirements.

Task 1.1.2 Education and Outreach

Data shows that on-the-ground technical assistance is key to effective program implementation, from signing businesses up for organics service to reducing contamination by encouraging more effective sorting.

SB 1383 requires education and outreach activities – generally in alignment with AB 1826 education and outreach – including the following:

- Monitoring of businesses that generate 2 or more cubic yards of solid waste per week;
- Conducting site visits to encourage correct participation and sign-up for non-compliant accounts;
- Waste assessments, especially in the case of exemption requests or reported self-haul or back-haul activities;
- Annual mailers, which will need to include the new requirements of SB 1383 such as multi-family recycling instructional materials provided to new tenants on move-in, front-of-house sorting containers including recycling and organics containers with labels and correct color coding; and
- Education and outreach targeted at Tier I and Tier II covered generators under the edible food recovery requirements, which differ from the organics recycling requirements of AB 1826 and will likely require staff to facilitate relationship-building between covered generators and recovery organizations.

R3 will review and identify gaps in the existing outreach and education activities conducted by City Staff, as well as in the requirements on the City’s franchised hauler Waste Management (WM) and the City’s other permitted solid waste haulers (collectively referred to as “haulers” in this proposal).

While these activities are likely familiar to the City and its haulers – and given that ramping up to the new 2 cubic yard AB 1826 covered generator threshold will likely facilitate most education and outreach activities required under the new regulations – R3 anticipates that additional City/hauler staff effort related to education and outreach will be needed in order to meet the requirements of SB 1383.



City of Cortez Madera

Task 1.1.3 Inspection and Enforcement

Inspection and enforcement requirements included in SB 1383 represent a departure from the AB 1826 requirements in that penalties are required to be assessed on businesses not in compliance with the recycling requirements, including: signing up, participating, placing containers for recycling and organics in the front- and back-of-house, and self/back-hauling in compliance with the state’s requirements.

In summary, SB 1383 introduces:

- Penalties for non-compliant businesses (under the organics recycling requirements, the requirement to right-size container, and the requirements to provide educational material as well as the edible food recovery requirements) in alignment with the SB 1383 penalty structure introduced in the regulations;
- Penalties for haulers, including franchised haulers and the self-haul sector for not diverting organic material according to the requirements;
- Penalties for regulated entities for not providing adequate reporting (this includes edible food recovery organizations);
- Investigation of complaints of non-compliance by members of the public or other entities;

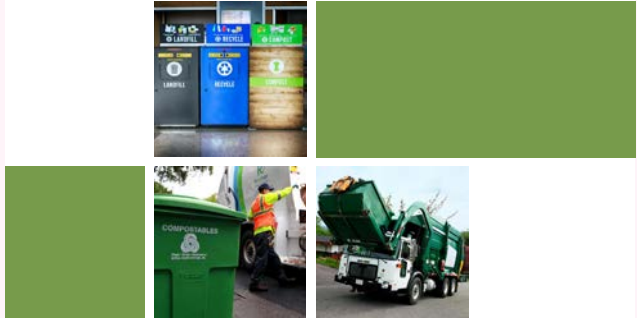
- Contamination monitoring via periodic (current regulations require annual) route audits for every route and a representative portion of customers; or via monitoring at post-collection facilities;
- A system for AB 1826, except that organics generation thresholds are lower (10 gallons or less for customers below 2 cubic yards of solid waste service, and 20 gallons or less for customers at or above 2 cubic yards), inspection of businesses subject to waiver and adequate documentation is required, and re-inspection is required on a prescribed basis (now every 5 years). Note that physical space limitations are included as a possible waiver rationale. R3 generally recommends that exemption/waiver authority resides in jurisdiction or authority staff and not the hauler; and
- Required reporting to CalRecycle on all site visits, penalties, waivers.

While the inspections required by the regulations can reasonably be performed by the hauler, others (such as the edible food recovery enforcement and the front-of-house container placement) are not appropriate to include in hauler responsibilities. Moreover, the regulations clearly state that authority for enforcement cannot be delegated to a private entity.


SB 1383

Local Service Rates Analysis


October 7, 2020



Contractor's Report Produced Under
Contract By:



R3 CONSULTING GROUP, INC.
RESOURCES · RESPECT · RESPONSIBILITY



California Department of Resources Recycling and Recovery

3.2 PROPOSED WORK PROGRAM SCOPE

CalRecycle

Based upon the SB 1383 planning assistance R3 has conducted for other agencies, R3 anticipates at this time that one part-time enforcement staff with the ability to issue citations will be needed for the City, and some level of additional enforcement staff will be needed for the other agencies.

Task 1.1.4 Edible Food Recovery Programs

R3 will conduct a survey of available food recovery and food distribution networks to assess their needs. We will also survey the City's Tier 1 Surplus Food Generators (supermarkets, grocery stores, food distributors, and wholesale food markets) to determine their current practices for addressing surplus food and identify opportunities and challenges for recovering more surplus food. We will then prepare a list of strategies that would be appropriate for City to implement or support. These could include:

- Connecting potential donors to potential recipients;
- Providing small grants to food recovery organizations for refrigerators or vehicles;
- Distributing model food recovery agreements to surplus food generators, based upon CalRecycle's model agreement;
- Coordinating efforts with County Environmental Health for distribution of food recovery information to commercial food generators or training of food recovery organizations in safe food handling procedures; and
- Coordinating efforts with the County to ensure that food-insecure recipients are matched with food distribution organizations.

Our approach will leverage our work with the Yolo County Food Bank, from which R3 already has gained an excellent understanding of the opportunities for additional food recovery in the Yolo County region. Because the City has a stated focus on organics waste reduction, we will also assist the City in exploring opportunities for regional coordination and inter agency collaboration related to edible food recovery, with an eye toward going "above and beyond" basic requirements to design a program that effectively captures edible food that was previously disposed and provides it to people in need.

Task 1.1.5 Purchasing Policy Changes

SB 1383 requires changes to each agency’s purchasing policies, including procurement of recycled-content paper, compost and/or mulch product from post-collection facilities, use of natural gas from post-collection facilities, and use of electricity from qualifying post-collection sources. The purchasing requirement to only apply to existing

to procure compost and mulch product and natural gas from post-collection facilities if it is not already.

R3 will calculate the required amounts of product for the City and will assist the City in gathering information about current purchasing quantities of qualifying materials from the various agency departments involved. R3 will also conduct limited research to gather information on the use of the products required for procurement to assist the City

Task 1.1.6 Construction and Demolition Debris (C&D) Recycling Program

SB 1383 requires jurisdictions to adopt an ordinance enabling enforcement of CALGreen Code requirements as well as the Model W

one of the state’s leading C&D program and facility reviewers, as well as our extensive experience implementing C&D programs for clients throughout California, R3 will review and analyze the City’s C&D recycling

and recommendations regarding potential changes that would potentially improve diversion of dimensional lumber, green waste, or other organic wastes targeted by SB 1383.

R3 will review City’s current C&D forms and documents, the process for incorporating waste management plan approvals and post-construction approvals into the City’s building permit tracking software, and other C&D program information distributed to building permit applicants and the community. R3’s focus will also be on how to retain valuable information regarding the effectiveness of the City’s C&D program and creating defensible documentation which the City may use when proving compliance with CALGreen to CalRecycle. Using code language that R3 has previously developed for other clients, will provide recommendations and redline language to existing municipal code provisions to clearly align the City’s code with CALGreen CALGreen building standards, and will also provide recommended code language to address the CALGreen Code requirements as well as the Model W requirements of SB 1383.

ZERO WASTE MARIN
Pre-Construction and Demolition Recycling Plan

Recycling Construction and Demolition (C&D) Materials is REQUIRED.

Project Name: _____
 Project Location: _____
 Building Permit #: _____ Contractor Sq. Ft: _____
 Owner Name: _____ Contractor Name: _____
 Telephone: _____ Telephone: _____

	STEP 1	STEP 2	STEP 3
EASY METHOD	Project owners, contractors or other permit applicants must <u>complete this form and sign on the next page.</u>	Self-haul or have your debris box hauler deliver C&D materials to a <u>Certified Facility</u> for recycling.	Collect receipts from Certified Facilities for all loads, staple them to the "Post Construction Recycling Documentation" form (next page), and turn in the completed form <u>prior to final inspection.</u>
ADVANCED METHOD	Project owners, contractors or other permit applicants must <u>review CALGreen code Title 24</u> and understand the requirements of Section 4.408, 5.408, 301.1.1 and 301.3.	Develop a <u>Construction Waste Management Plan (CWMP)</u> . Submit the Pre-Construction Plan and your CWMP with your permit application. Keep copies for yourself.	Implement your CWMP. Provide complete documentation of recycling <u>prior to final inspection.</u>

PARTICIPATING JURISDICTIONS: BELLEVUE, CORTI MADRA, FERRIS, LARKSPUR, MILL VALLEY, RISS, SAN ANSELMO, SAN RAFAEL, Sausalito, Tiburon, and the County of Marin
Forms are available electronically at <http://zerowastemarin.org/business/certified-construction-and-demolition/forms/>

Zero Waste Marin

Task 1.1.7 Collection Service Adjustments

Although the City’s haulers are currently conducting a range of activities for AB 1826 compliance, R3 initially expects that those activities will need to be expanded and adjusted to facilitate compliance with SB 1383.

, the City and its exclusive and permitted haulers will need to explore the following types of adjustments in collection programs:

- Establishment or expansion of recycling and composting collection services to all customers to address SB 1383 requirements;
- Route audits for contamination monitoring;
- Edible food recovery outreach and education and designation of responsibilities between the haulers and the City;

- Diversion and program monitoring and reporting;
- Coordination and responsibility designation between the City and the haulers; and
- Collection container labeling adjustment to align with SB 1383 requirements for all new carts and bins placed into service. These labels may be printed and not include graphics, but they must include a list of allowed and dis-allowed materials. While commercial bin labels may be compliant, it is possible that CalRecycle will require labels to be placed on all residential carts as well.

In order to identify necessary changes to the City’s collection service agreements (and permits) R3 will analyze the City’s existing agreement with WM (which R3 helped the City draft and execute via a prior engagement) as well as the City’s permits with the other permitted haulers. Following that review, we will prepare a list of adjustments the City should consider requiring its haulers to make. Consideration will be given to operational feasibility, benchmarking, and costs, with universal service for all businesses as a

This analysis will identify which activities are likely best suited for the City’s haulers to perform, as well as the extent of assistance or involvement. R3’s approach will be to develop identical changes to the terms and conditions of the agreements/permits which will provide for both cost-effectiveness and consistency throughout the City. Additional, given the non-exclusive nature of the services provided by the City’ with s desired terms and conditions, with haulers being asked to cease providing services in the City if they cannot meet the requirements.

Task 1.2 Resource Gap Analysis

Objectives

Based on the Compliance Gap Analysis conducted via Task 1.1, R3 will develop recommendations for additional City staff resources, programming and budget revisions needed for compliance with SB 1383, identifying both onetime and ongoing expenses. The analysis will consider existing programs and resources and will support the City’s goal of resource optimization and minimizing the associated impacts to the City’s ratepayers. This analysis will also include evaluating the feasibility, timing, and associated costs with using alternative organics recycling facilities.

Approach

Starting with the results of the Compliance Gap Analysis, R3 will prepare planning-level cost estimates for start-up and ongoing staff time and expenses related to SB 1383 compliance. This analysis will address each of the eight programmatic areas evaluated via the Compliance Gap Analysis, and will identify capital/equipment costs, and other costs to initiate new programs, ongoing program implementation and administrative costs. This analysis will also estimate the associated impacts to the hauler collection costs/rates, including associated impacts in the City’s AB 939 and Franchise Fees. , based on our knowledge of the City’s collection agreement with WM, and as will be informed via completion of Task 1.1.

R3 will also conduct a high-level analysis of the feasibility, timing, and associated costs of using organics recycling facilities other than the current Y t with research and analysis of the current arrangements the City and its haulers have with organics recycling facilities, including the pricing, accepted organics materials, and limitations of the current arrangements (which may yield cs recycling facilities). Then, using the State’s Solid Waste Information System (SWIS) – as well as our robust set of industry contacts including organics recycling facility operators – we will research the availability of other organics recycling facilities within a reasonable hauling distance of the City, as well as the costs associated with using those facilities (including tipping costs and estimates of additional hauling costs).

Task 1.3 Rate Analysis

Objectives

Based on the Resource Gap Analysis conducted via Task 1.2, R3 will provide an analysis of potential rate changes and/or fee adjustments that may be needed to adequately fund the City's SB 1383 compliance actions. The analysis will include a review of the City's current AB 939 and Franchise Fees for potential adjustments; however, R3 notes that it may be more advantageous for the City to add an SB 1383 fee to cover its compliance costs rather than amending its existing fees. This task will also include a review of possible funding sources for the edible food recovery program that are compliant with Proposition 218 requirements for rate setting, for which R3 is already conducting similar analyses elsewhere in Yolo County.

Approach

R3 will prepare an analysis of potential hauler rate impacts, which will be based on the results of the Resource Gap Analysis. R3 is aware that the City currently charges an AB 939 fee to WM to support the City's recycling and waste diversion programs and that the City currently receives a 12% Franchise Fee from all haulers. While the City could potentially seek to revise those fees to include additional revenues needed to cover the costs of SB 1383, Alternatively, the City could seek to set and charge new SB 1383 to the haulers, rather than amend its existing fees – this approach would those funds with existing Franchise Fee (General Fund) revenues or AB 939 fees.

Drawing on our expertise reviewing and updating solid waste rates throughout the State (as well as our prior project for CalRecycle wherein we conducted extensive research and analysis regarding the cost impacts of SB 1383), R3 will review and analyze the City's current rates set per the WM agreement (and other hauler permits, as applicable)

implementation and compliance. The City could also consider assessing a fee for processing exemption forms to residents and businesses.

through "franchise fees, local assessments, or other funding mechanisms". R3 is presently assisting the Yolo County Food Bank with assessment of viable funding options, potentially including but not limited to: franchise fees; edible food recovery rates charged to Tier 1 edible food generators (which would be set and charged to Tier 1 commercial edible food generators based on the amount of edible food generated/recovered from each generator or set at a

ton fee charged on all tons of material entering the Y magnitude of similar approaches that may be applicable to the City's edible food recovery funding needs.

Overall, R3's focus will be on long-term ratepayer stability as well as appropriate cost-recovery. Generally speaking, R3 tends to recommend approaches that streamline and simplify rate models and rate setting methodologies in

and recommendations developed for the City would target similar outcomes.

Task 2 Compliance Program Implementation Plan

Objectives

After completion of the Compliance Gap Analysis, Resource Gap Analysis, and Rate Analysis, R3 will develop a comprehensive implementation plan that includes the decisions, actions, program, staff, technology, and/or other resources needed for the City to be compliant with SB 1383. The plan will include programs that focus on edible food recovery, organics source reduction, recovery recommended actions with consideration to regulatory milestones.

The plan will also identify the roles and responsibility of relevant parties, including the City, its haulers, the County, and organic waste generators. In addition, the plan will address such requirements as inspections, route audits, enforcement, and organic waste product procurement.

Approach

R3 will develop an implementation plan (Plan), including efforts (one-time and ongoing) and implementation dates based upon the compliance analysis completed via prior tasks.

and recommendations established during the course of the project and will also include a consolidated summary of the recommendations and outcome. Moreover

next steps for the City to consider as it continues on its path towards achieving and compliance with SB 1383.

The Plan will also include model documents for the following key items:

- Waivers for mandatory subscription in alignment with SB 1383 waiver thresholds;
- Self-haul registration form, if not currently in place;
- Outreach collateral example language for commercial customers and covered edible food generators;
-
- contamination monitoring; and
- Procedures and policies for assessment of penalties as required under SB 1383.

understanding and pathway to implementation for the resultant recommendations. The Plan will describe the City's existing programs and resources, the compliance and funding gaps (and estimated rate impacts), and will identify an

for implementation by the City's haulers or other parties. The Plan will also frame recommendations for effectively monitoring and reporting performance of SB 1383 compliance to CalRecycle going forward. This reporting will likely require attention to the details of reporting from haulers, the post-collection facilities, and the City, and will likely require supplementing existing communication and reporting pathways that are currently in place. R3 has extensive experience benchmarking program effectiveness and facilitating reporting to CalRecycle.

R3 will provide a draft of the Compliance Program Implementation Plan to the City once completed and will provide City staff with ample time to review the plan and provide consolidated written comments. R3 will also be available to discuss the draft Plan and the City's consideration to the City's feedback.

Task 2.1 Evaluate Feasibility of Performance-Based Measurement (optional)

Objectives

At the City's option, R3 will compare the performance-based measurement option to the standard SB 1383 compliance model and recommend whether the City should pursue that option. If feasible, R3 will provide detailed steps on what would be required of the City to follow the performance-based measurement track for the next four years, and what would be required to maintain that mode of compliance. R3 suspects that the performance-based measurement option will not be advantageous to the City given the likely challenges in meeting the performance-based measurement requirements.

Approach

For a three-container source-separated collection system of the kind currently in place in the City, SB 1383 dictates that jurisdictions will have to implement one of the two following options, beginning April 1, 2022:

- Perform waste evaluations consistent to verify commercial businesses and residential generators compliance with organic waste generator requirements; or
- Conduct annual route reviews of commercial businesses and residential generators for compliance with organic waste generator requirements and container contamination requirements.

The City could pursue a performance-based source-separated collection system to monitor containers through regular waste evaluations. The advantage of a performance-based source-separation system is that it would not be subject to certain SB 1383 compliance requirements, including but not limited to container labeling requirements and certain recordkeeping and public education and outreach requirements. To qualify for a performance-based source-separated collection system jurisdictions must meet the standard that “...the presence of organic waste in the gray container collection system does not exceed an annual average of 25 percent by weight”. In R3’s experience this is a nearly impossible standard to meet, given the likely current presence of organic materials in “gray” garbage container waste streams.

to be undertaken to conduct a performance-based measurement, including the monitoring and sampling processes and protocols that would be necessary. Additionally, we will analyze and estimate the level of organic waste “capture” that would be necessary in order to determine the feasibility of achieving such an outcome. Standards established via prior tasks.

Task 3 Communication and Presentation(s) to Environment and Utilities Commission and City Council

Objectives

R3 will provide regular updates to City staff throughout the planning process. We will provide recommendations to the City’s Environment and Utilities Commission and West Sacramento City Council, with attendance at up to two meetings for each governing body included in our Cost Proposal.

Approach

R3 will develop concise and summarized presentation materials for use in two (2) presentations to the City’s Environment and Utilities Commission and two (2) presentations to the City Council. The presentation will summarize the effective

messages.

R3 will develop a draft presentation and will share the presentation with City staff for review and comment. Based on written comments provided by City staff, the Environment and Utilities Commission and the City Council. R3 will take note of comments and questions posed by the Commission and Council throughout the process and will discuss those comments and questions with City staff after the presentations are conducted. We anticipate making minor revisions to the Compliance Program Implementation Plan based on feedback from the Commission and Council and will work collaboratively with staff on those revisions.

Project Deliverables

- One (1) Compliance Gap Analysis addresses the eight compliance categories described in Task 1.1 (including recommended municipal code updates) prepared in appropriate formats;
- One (1) Resource Gap Analysis as described in Task 1.2 prepared as an Excel workbook;
- One (1) Rate Analysis as described in Task 1.3 prepared as an Excel workbook;
- One (1) evaluation and comparison of the performance-based measurement compliance approach as described in the optional Task 2.1;
- minor revisions anticipated between meetings);
- Up to two (2) presentations to the City’s Environment and Utilities Commission and up to two (2) presentations to the City Council; and
- One (1) round of minor revisions to the Compliance Program Implementation Plan after receiving feedback from the Commission and the Council.

3.3 FIRM INFORMATION & QUALIFICATIONS

About R3 Consulting Group, Inc.

by two principals, Richard Tagore-Erwin and Garth Schultz, who have 40+ years of combined solid waste expertise.

We specialize in providing a diverse range of solid waste management consulting

competitive procurement and/or extension negotiations of collection, processing and disposal services; development, implementation and monitoring of service contracts and franchise agreements; and legislative compliance.

R3 works exclusively for public agencies, and does not work for any private solid waste management companies. We do, however, have very good professional working relationships with private sector service providers - which is valuable in negotiations.

Experience with The City

In 2016, R3 was engaged by the City to evaluate the pros and cons of negotiating with Waste Management (WM) versus issuing a competitive RFP document. Our team's work efforts included leading the sole-source negotiations with WM, tracking the offer and counter-offer positions of both the City and WM, conducting the negotiations sessions with WM, meeting with the City' working with the City Attorney and WM's attorney, and preparing the new franchise agreement. Both of the team members from the previous engagement with the City are included in this

Legislative Compliance

R3 provides a full range of planning, design, implementation, monitoring, and administrative services in support of regulatory compliance with SB 1383 (Short-Lived Climate Pollutants), AB 1826 (Mandatory Commercial Organics Recycling), AB 341 (Mandatory Commercial Recycling), and AB 1594 (Ban on Green Material ADC Diversion Credit), as well as new legislation such as AB 1669 (Displaced Employees), AB 901 (Solid Waste Reporting Requirements), and AB 876 (Organics Management Infrastructure Planning).

are not fully prepared to meet the requirements. Our understanding of these requirements, combined with our hands-on experience assisting our clients with implementing effective solid waste and recycling mandates led us to develop effective compliance strategies and implementation plans that leverage existing franchised hauler resources and contractual requirements.

We help our clients meet and maintain compliance with SB1383 and other California's solid waste regulatory requirements. We do so by providing a coordinated approach that is logical and cost-effective, and draws upon our operational, public policy, and public education and outreach capabilities.

Additionally, our staff regularly analyzes compliance requirements and have a successful track record of developing (formal and informal) compliance plans in collaboration with CalRecycle staff.

Years in Business
18

Corporate Headquarters
1512 Eureka Road, Suite 220
Roseville, CA 95661

Davis Office Location
1260 Lake Blvd, Suite 207
Davis, CA 95616

phone | 916.782.7821
fax | 916.782.7824

Distance from City
16.5 miles

Food Waste Reduction Planning / Food Recovery

R3 assists clients with the development, implementation, and evaluation of their organics and food waste reduction programs. Our extensive experience has allowed R3 to address a variety of issues that typically confront our municipal clients during the implementation of their various programs and facilities, including inter-jurisdictional coordination, planning requirements, diversion mandates, regulatory compliance, community outreach, and public education.

Our organics-related services include the following:

- » Developing and evaluating existing organics programs;
- » Analyzing options for program improvement and potential new programs to implement;
- » Identifying businesses subject to compliance with SB 1383 and other solid waste requirements;
- » Designing and assessing public education and outreach materials and evaluating methods for notifying businesses of their requirements and compliance options;
- » Facilitating private sector diversion opportunities, including food donations and recycle/reuse vendors;
- » Developing franchised hauler tracking methods for necessary reporting, public education and outreach, and compliance monitoring requirements;
- » Organics facility evaluations, processing agreements, comparative analyses, and tonnage
- » Performing optional, as-needed site assessments and hands-on technical assistance to regulated businesses in support of their compliance; and
- » Planning for end-use markets for compost product and SB 1383 implementation.

Project Team

Organizational Chart

We have formed a leading team of specialists with experience implementing ambitious and complex solid waste policy throughout California. Our collective experience working with CalRecycle ensures a breadth of , composting facility operations, and edible food recovery and rates – along with our close proximity and competitive costs and billing rates – that no other proposer can match.



PROJECT MANAGER

Garth Schultz
Principal

KEY TEAM MEMBERS

Richard Tagore-Erwin
Principal

William Schoen
Project Director

Rose Radford
Project Manager

Carrie Baxter
Project Manager

Claire Wilson
Project Analyst

Kristy Dalay
Project Analyst

Roles and Responsibilities

Name + Title	Project Role	Responsibilities
<p>Garth Schultz <i>Principal, Project Manager</i></p>	<p>Project Management, Principal-in-Charge, Legislative Compliance Guidance, and Municipal Code Revisions</p>	<p>Garth will be the Project Manager and will be the primary point of contact. He will be responsible for overseeing the team, providing analytical review, and leading stakeholder engagement and presentations. Throughout the entire engagement, he will be responsible for on-time and on-budget project deliveries needs.</p>
<p>Richard Tagore-Erwin <i>Principal</i></p>	<p>Collection Agreement Analysis and Revisions</p>	<p>Richard will bring his particular areas of expertise, which includes designing strategic plans and negotiating solid waste Franchise Agreements that achieve legislative compliance with state ordinances and regulations such as AB 341, AB 1826, and SB 1383. He also brings familiarity with the City, WM, and the Agreement he helped the City negotiate in 2016.</p>
<p>William Schoen <i>Project Director</i></p>	<p>Edible Food Recovery</p>	<p>William will provide his knowledge in collection, recyclable and organics material processing, transfer working with the City, along with informed edible food compliance support - thanks to his efforts in our recent work with Yolo Food Bank, CalRecycle, and Alameda County Food Bank.</p>
<p>Rose Radford <i>Project Manager</i></p>	<p>Lead SB 1383 Compliance Analyst</p>	<p>Rose is one of R3's preeminent SB 1383 experts, a talented and cost-effective analyst, and the lead Project Manager for several of R3's SB 1383 compliance planning efforts. Rose and Garth will work closely throughout the duration of this project (with specialized support from other staff) and together will complete over half of the work proposed herein.</p>
<p>Carrie Baxter <i>Project Manager</i></p>	<p>SB 1383 Implementation and Municipal Code Development</p>	<p>Carrie specializes in providing legislative compliance assistance to local jurisdictions for implementing or expanding programs related to organic material collection, tracking, and infrastructure development. She will assist in SB 1383 implementation and ordinance development.</p>
<p>Claire Wilson <i>Project Analyst</i></p>	<p>SB 1383 Compliance and Edible Food Recovery Support</p>	<p>Claire will provide analytical support on regulatory requirements. She will assist with Municipal Code Development and Edible Food Recovery.</p>
<p>Kristy Dalay <i>Project Analyst</i></p>	<p>Outreach and Education Review and Support</p>	<p>Kristy will provide support in evaluating options for record keeping and reporting required under SB 1383. She will assist in the development of outreach language and model forms.</p>

Project Team Qualifications, Experience, and References

R3's project team brings a unique level of relevant experience and knowledge of solid waste solutions that can help you deliver the organics programs and policy that your community needs. **In the past 3 years alone, R3 has assisted 30+ clients with legislative compliance plans.**

Our work, with a sampling shown below, covers everything from legislative compliance, rate analyses, agreement negotiations, policy and ordinances development and revisions, to stakeholder engagement. This table represents a variety of project statuses - currently providing, under contract to provide, and services rendered complete.

JURISDICTION	SERVICE				
	Compliance Gap Analysis	Resource Gap Analysis	Rate Analysis	Compliance Program Implementation Plan	Council / Community Engagement
City of Brentwood	■		■	■	
City of Citrus Heights	■	■	■	■	■
City of Concord	■	■	■	■	■
City of Davis			■		■
City of Los Altos	■	■	■	■	■
City of Fairfield	■	■	■	■	■
City of Folsom			■		■
City of Martinez	■	■	■	■	■
City of Rancho Cordova	■	■	■	■	■
City of Richmond			■		■
City of Riverside			■		■
City of Santa Clara	■	■	■		
City of Santa Rosa		■	■	■	■
City of Vallejo	■	■	■	■	■
City of Wasco	■	■	■	■	■
Kings Waste and Recycling Authority	■	■	■	■	■
Marin Franchisor's Group	■	■	■	■	■
RecycleMore	■	■	■	■	■
Town of Atherton			■		■
Yolo Food Bank		■	■		

» **RecycleMore | Planning Assistance in Response to SB 1383 Organic Waste Reduction Mandates**

Description

The West Contra Costa Integrated Waste Management Authority, or RecycleMore, is a joint powers authority, created by the Cities of El Cerrito, Hercules, Pinole, Richmond and San Pablo, and Contra Costa County. R3 is currently leading the efforts in providing initial planning support for RecycleMore and its Member Agencies in implementing Senate Bill (SB) 1383.

Project tasks include the following:

- Analyze current RecycleMore organics collection programs for all sectors, including processing, and determine adequacy to support compliance with SB 1383 requirements; and
- Provide an estimate of additional collection and/or processing capacity needed to achieve the SB 1383 requirements;
- Analyze existing RecycleMore program compliance requirements and new compliance requirements under SB 1383, consider the listed activities under all state mandates; and
- Provide recommendations for the most effective implementation of required activities, which include:
 - Education and Outreach;
 - Inspection and Enforcement, including the assessment of penalties and contamination monitoring;
 - Edible Food Recovery Programs;
 - Regulation of Self-Haul Sector;
 - Purchasing Policy Changes;
 - Municipal Code Updates; and
 - Container Color and Labeling Requirements.
- Provide a recommendation and description for accurate record keeping and monitoring of recommended RecycleMore activities to determine their performance effectiveness and contribution to organics reduction.

Project Benefits

- » Enhanced compliance with SB 1383; and
- » Improved coordination on legislative compliance between RecycleMore and its Member Agencies.

Reference RecycleMore
 Mr. Peter Holtzclaw, Executive Director
 1 Alvarado Square, San Pablo, CA 94806

» **CalRecycle | SB 1383 Cost Impacts to Local Service Rates**

Description

CalRecycle engaged R3 to conduct research and analysis related to cost impacts of SB 1383 to local jurisdictions and organics infrastructure needs. R3's primary objective was to provide CalRecycle with a comprehensive understanding of the State's municipal solid waste and recycling rates, policies, and programs that support organic waste infrastructure development, and resources that may be used by local jurisdictions in the future. This information will be used by CalRecycle in the market analysis required by SB 1383. In January 2020, CalRecycle released R3's draft report titled SB 1383 Local Services Rates, which included R3's research and analysis regarding the cost impacts of SB 1383 to local jurisdictions.

The report is available at <https://www2.calrecycle.ca.gov/Docs/Web/116805>.

As a result of our work, CalRecycle gained the following benefits:

- » Benchmark data from 58 counties, 482 cities, and 27 active regional agencies throughout California prior to implementing SB 1383;
- » Policy and program recommendations for funding mechanisms that can be used by jurisdictions to implement organics programs and infrastructure to overcome key challenges
- » Resource toolkit for use by local jurisdictions in implementing organics waste programs and infrastructure, including waste enclosure guidelines, and education and outreach methods.

Reference CalRecycle
 Ms. Cara Morgan, Environmental Program Manager II
 1001 I St., MS 19-A Sacramento, CA, 95814
 916.341.6253 | Cara.Morgan@calrecycle.ca.gov

» City of Citrus Heights | Mandatory Organics Compliance Program

Description

The City of Citrus Heights (City), as well as the Sacramento region, is facing challenges with the recycling of organic waste due to limited capacity at existing facilities, lack of infrastructure, and lack of long-term solutions. R3 is working with the City to build upon the current structure of the City's solid waste initiatives to establish new mechanisms for implementation of a more resilient solid waste program. Our team is assisting the City with strategic planning and implementation of upcoming state laws, including preparation and aid in addressing challenges and providing guidance during the development of the SB 1383 planning process.

Our scope of work includes:

- Providing the City with recommendations for negotiations with its haulers to ensure that needed services (weekly organics collection, mandatory universal commercial organics collection, Edible Food Recovery Program, etc.) are incorporated into the collection agreements via amendment(s);
- Providing additional support for AB 341, AB 1826, SB 1383, and other applicable state laws which require City attention in order to enable the City to implement more successful compliance strategies through establishing a stronger strategic plan;
- Conducting community stakeholder meetings and presenting update requirements; and
- Updating the City's municipal code, amending the franchise agreement, and conducting rate adjustments.

Project Benefits

- » The facilitation of adjustments to existing reporting pathways;
- » Development of a streamlined strategic plan(s) for full implementation of SB 1383 by January 1, 2022;
- » Development and negotiation assistance for amendments to Municipal Code and existing residential and commercial contracts; and
- » Coordinated County-wide facilitation and strategy planning for SB 1383 and overall state compliance.

Reference

City of Citrus Heights
Ms. Mary Poole, Operations Manager
6360 Fountain Square Drive, Citrus Heights, CA 95621
916.727.4730 | MPoole@citrusheights.net

» City of Fairfield | Legislative Compliance Plan

Description

R3 is currently assisting the City of Fairfield in developing and implementing a Legislative Compliance Plan that will adhere to the requirements of AB 341, AB 1826, AB 1594, and SB 1383. In July of 2020, we completed the plan development. To assist the City in implementing the plan, R3's primary tasks include engaging with City Council, updating the City's Municipal Code, and assisting in negotiating revisions to the City's Franchise Agreements (Agreements) with the City's exclusive solid waste hauler, Republic Services, Inc., and non-exclusive construction and demolition (C&D) debris haulers.

R3 is providing a range of on-call services to the City to augment the Recycling Coordinator position. This includes reporting to CalRecycle, managing the Agreements with Republic and the C&D debris haulers, and monitoring and managing the City's mandatory commercial and multi-family recycling and organics programs.

Reference

Mr. Felix Riesenber, P.E., Assistant Public Works Director/Utilities
1000 W

Description

R3 has provided various on-call solid waste consulting services for the City of Rancho Cordova (City) since 2004, including comprehensive assistance in implementing AB 341, AB 1826, and SB 1383 programs. R3 is currently serving as City solid waste support staff.

Tasks R3 has conducted include the following: revising the City’s Municipal Code to include AB 341, AB 1826, SB 1383 and language for other applicable state laws; negotiations for contract amendments; developing mechanisms for hauler tracking and monitoring; monitoring covered generator compliance; annual State reporting and grant submissions; and overseeing the contractual requirements and fee payments of its residential franchised hauler, Republic Services (Republic), and 10 non-exclusive franchised haulers. We also drafted the City’s mandatory commercial recycling Ordinance in response to AB 341 and AB 1826 requirements and are currently working on amending the ordinance and negotiating the requirements of SB 1383.

R3’s specific tasks includes:

- Creating an overall branded look for the City, which included analyzing, providing recommendations, and assisting with the development of education and outreach material (letters to covered generators, brochures, updated website language, social media posts, customer guides, etc.) for AB 341, AB 1826, AB 827, and SB 1383 compliance, among other applicable state laws;
- Revising the City’s non-exclusive commercial Franchise Agreements (Agreements) and City’s Municipal Code to incorporate AB, 341, 1826, and SB 1383 requirements (provision of services, tonnage and covered generator tracking, delivery of recyclable materials and organics, multifamily bulky waste collection, annual planning and reporting, inspection, monitoring, etc.);
- Revising waste hauler reporting forms to include local and state regulatory requirements;
- Developing mechanisms for hauler tracking and monitoring;
- Identifying covered generators and top waste food waste generators for AB 1826 and SB 1383 compliance;
- Monitoring covered generator compliance;
- Meeting with the City’s food recovery organizations to discuss opportunities for collaboration regarding the Edible Food Recovery Requirement in SB 1383;
- Verifying the receipt of quarterly covered generator compliance outreach to non-compliant businesses;
- Assisting in evaluating and reviewing annual rate increases;
- Assisting in contract negotiations and amendments for applicable state law;
- Assisting with annual State reporting and grant submissions;
- Assisting the City and its haulers with the development of the required organic recycling service component;
- Overseeing the contractual requirements and fee payments of its residential franchised hauler, Republic Services (Republic), and 10 non-exclusive franchised haulers; and
- Providing the City with recommendations to further maintain good-standing with CalRecycle, including organizing and managing correspondence with CalRecycle, and developing associated public education and outreach.

Project Benefits

- » City compliance with state regulations by adding waste hauler requirements to Agreements and Ordinance;
- » Annual EAR reporting and grant submissions for funding mechanisms;
- » Capacity planning and edible food recovery protocols; and
- » Requirements.

Reference

City of Rancho Cordova
 Mr. Steve Harriman, Public Works Division Manager
 2729 Prospect Park Drive, Rancho Cordova, CA 95670
 916.851.8716 | sharriman@cityofranhocordova.org

» Yolo Food Bank | Capacity Expansion Support

Description

R3 is currently providing the Yolo Food Bank with pro-bono assistance to support the Yolo Food Bank's efforts to expand its capacity by 50% and assist in the development and execution of a Distribution and Sourcing Plan to secure and distribute an additional 2+ million pounds of healthy food annually.

For this engagement, R3 is conducting a comprehensive Operational Review of the Yolo Food Bank's current food sourcing, collection, storage, and distribution systems, as well as conducting Capacity Assessments of the food bank's willing Partner Agencies.

R3 is also assisting the Yolo Food Bank in maintaining compliance with the requirements of SB 1383 related to Edible Food Recovery Services and Organizations, as well as SB 1383 reporting requirements placed in edible food generators.

R3's primary tasks for this engagement are as follows:

- Initial evaluation of the Yolo Food Bank's programs and services, current sources of food, and its Partner Agencies' operations, capacities and other available relevant data;
- **Operational Review of the Yolo Food Bank:**
 - Assessing key aspects of Yolo Food Bank's operations; and
 - Determining if, and under what conditions, additional capacity could be increased to more than the planned 50% capacity increase if necessary;
- **Food Sourcing Assessment:**
 - Assessing the Yolo Food Bank's current sources for food;
 - Projecting the amount of additional pre-consumer edible food in Yolo County that is currently disposed from farms, manufacturing/wholesale sources, and consumer-facing businesses;
 - Projecting the total available SB 1383 Tier 1 and Tier 2 edible food, and percent of that total currently captured;
 - Developing a Sourcing Plan to secure 2 million additional pounds of food annually; and
- **Partner Agency Capacity Assessment & Distribution System Assessment:**
 - Assessing the capacity that exists within the Partner resources (number of additional meals per day that can be distributed if available); and
 - Assessing and documenting the geographic need within Yolo County and for each willing Partner Agency.

Project Benefits

- » Facilitation of and participation in stakeholder meetings regarding food waste reduction in Yolo County;
- » Assessment of the current capacity of the Yolo Food Bank and its Partner and other resources necessary to expand the Yolo Food Bank's capacity by 50%+;
- » Sourcing Plan to source 2+ million more pounds of food annually;
- » Distribution Plan to distribute 2+ million more pounds of food annually.

Reference

Yolo Food Bank
Mr. Michael Bisch, Executive Director
1244 Fortuna Ave, Woodland, CA 95776
530.668.0690 | michael@yolofoodbank.org



Garth Schultz

Principal, Project Manager



About

Mr. Schultz brings 18 years of solid waste management experience in both the private and public sectors. His areas of expertise include managing or assisting with sole source and competitive procurement of collection, materials processing, and transfer a

Pulling from his extensive solid waste management experience, in both the private and public sectors, Garth is particularly skilled in designing visionary approaches to solid waste collection systems to meet the needs and interests of particular communities. He has served as Project Manager on a wide range of projects for the management of solid waste, recycling, green waste, organic waste, and construction and demolition debris.

Garth will provide project management, team oversight, rate analysis, and leadership in reporting and presentation to this project. He will contribute his expertise developing strategies for straightforward legislative compliance and organics planning, as well as developing and revising ordinances and policies. His vertically integrated history (from recycling truck driver to solid waste manager) supports his unique ability to simplify otherwise complicated regulatory frameworks.

Education & Certifications

- » Master of Public Administration and Public Policy Development; Cal State East Bay
- » Bachelor of Science in Environmental Science and Minor in Public Policy; UC Berkeley

Relevant Experience

- » **Solid Waste Cost of Service & Rate Design Study** | City of Davis
Principal, worked collaboratively with City staff and the City's hauler, Davis Waste Removal (DWR), to develop cost of service rates and a 5-year rate adjustment plan for the City that will fully recover all applicable costs. For the Cost of Service Analysis, R3 provided the City with cost of service revenue and expense allocations by line of business. For the Rate Design Study, R3 documented current financial baselines, prepared revenue and expense projections, developed the Excel-based rate model, reviewed the City's current rate structure, and analyzed various rate options for the 10-year planning period.
- » **High Diversion Implementation Plan** | City of Los Altos
Principal, recently led the development of the City's High Diversion Implementation Plan, assisting in developing recommendations for the City's hauler to meet its 78% diversion requirement and AB 1826 legislative requirements, such as advocating mixed-waste processing to remove organics and recyclables from commercial and multi-family waste streams. As part of this engagement, he assisted in updating the City's Municipal Code to make recycling service mandatory and meet new state legislative requirements under AB 341, AB 1826, AB 1594 and CALGreen mandatory construction and demolition (C&D) diversion.
- » **Zero Waste Plan** | City of Menlo Park
Principal, currently providing on-site staff support to the City, including updating the City's Solid Waste and C&D ordinances, developing a Reusable Foodware ordinance, managing the City's contract with Recology, and helping the City develop, implement, and enforce a program for their zero waste building and occupancy requirements. These innovative requirements will require buildings to achieve zero waste by 2035. Specifically, the City's Solid Waste Ordinance will be updated to require recycling and organics collection to increase diversion and meet the requirement of AB 341, AB 1826, and SB 1383.
- » **Material Flow and Capacity Analysis** | Marin County Hazardous and Solid Waste Management Authority (Zero Waste Marin)
Principal, led as Project Manager for R3's Material Flow and Capacity Analysis for Marin County Hazardous and Solid Waste Management Authority (Zero Waste Marin), leading the analysis of organic waste processing capacity in support of legislative and regulatory compliance with SB 1383, AB 876 and AB 901.
- » **Zero Waste Plan** | City of Santa Rosa
Principal, engaged by the City of Santa Rosa (City) to develop a Zero Waste Plan (Plan) tailored to the unique disposal and waste reduction trends and goals of the City, executable within, and measured by, 5-, 10-, and 20-year milestones. Core components of the Plan included developing a Waste Diversion Model and implementation outreach strategy, conducting a vigorous stakeholder engagement process, and designing a comprehensive Plan document that includes policy, program, partnership, and facility diversion options for the City. R3 also provided the City with an analysis of the economic, diversion, greenhouse gas, and financial impacts of the Plan, as well as the timeline and actionable steps for its implementation.



Richard Tagore-Erwin

Principal, Project Support

Collection Agreement Analysis and Revisions



About

Richard's project work encompasses all aspects of solid waste management and environmental consulting. For 30 years, he has successfully provided hundreds of jurisdictions and public agencies throughout California and the Western United States with solid waste procurement and management consulting services that encompass the following: development and implementation of Zero Waste plans; strategic sustainability planning and compliance as planning, analysis, and rate reviews; service and rate surveys; privatization reviews; and operations and performance reviews. His particular areas of expertise include designing strategic plans and negotiating solid waste Franchise Agreements that achieve legislative compliance with state ordinances and regulations such as AB 341, AB 1826, and SB 1383.

, Mr. Tagore-Erwin routinely conducts working sessions with municipalities and their franchised proposers, facilitates public workshops and community , haulers, facility operators, environmental groups, and the general public, and participates in Board of Supervisors and City Council hearings.

Education & Achievements

- » Bachelor in Political Science: University of Hawai'i, Mānoa
- » Master of Arts in Political Science, University of Hawai'i, Mānoa

Relevant Experience

- » **Franchising Options and Negotiation Assistance** | City of West Sacramento
Project Manager, engaged by the City to evaluate the pros and cons of negotiating with Waste Management (WM) versus issuing a competitive RFP document. His work efforts included leading the sole-source negotiations with WM, tracking the offer and counter-offer positions of both the City and WM, conducting the negotiations sessions with WM, meeting with the City's finance manager to analysis the fiscal impact on the City, working with the City Attorney and WM's attorney, and preparing the new franchise agreement.
- » **Dissolution of Regional SWA Authority** | Sacramento Regional Solid Waste Authority (SWA)
Principal, currently overseeing the coordination of the City and County's response to dissolution to ensure commercial collection operations continue uninterrupted through the transition process. The team is working to create the necessary capacity for individual jurisdictional management of commercial operations, including a seamless transition for the 18 non-exclusive commercial haulers. Richard is also reviewing and updating the non-exclusive Franchise Agreements for the commercial haulers for service compliance and continuation with both the City and County.
- » **SB 1383 Compliance Plan & Negotiation Assistance** | City of Vallejo
Principal, overseeing our SB 1383 Compliance Plan project for the City of Vallejo (City), for which R3 is assisting the City with negotiations with Recology for rate adjustments and franchise agreement revisions to incorporate impacts for new programs in support of achieving legislative compliance.
- » **Organics Processing Procurement Assistance** | City of Santa Rosa
Principal, engaged by the City to provide assistance with assessing the technical merits of proposals submitted to the City for utilizing City property to construct and operate an organic processing facility for regional biosolids, which could be linked to the regional compost program managed by Zero Waste Sonoma. He reviewed the submitted proposals and assisted the City in developing a shortlist; evaluated those shortlisted proposals; and identified any necessary clarifications. He assisted the City with development of the proposer interview agenda and questions, helped prepare the City's evaluation team for the proposer interviews, and participated in post-interview debriefs.
- » **Solid Waste and Recycling Program Review** | City of Riverside
Principal, provided the City with recommendations to minimize waste volume, optimize collection and waste transfer practices, improve cash flow, identify opportunities for increased waste recovery and energy production, and address Agreement requirements for the incorporation of long-term industry best practices and state regulations. Currently, he is assisting the City with modernizing and streamlining the language in the City's municipal code to include legislative requirements for recycling and organics diversion (AB 341, AB 1826, SB 1383, and AB 1594).
- » **Procurement and Negotiation Assistance** | Zero Waste Sonoma
Principal, led Zero Waste Sonoma's (formerly the Sonoma County Waste Management Authority) procurement process for an organics material processing facility to provide processing capacity throughout the Sonoma County region.



William Schoen

Project Director, Project Support

Edible Food Recovery



About

With a degree in engineering and more than 30 years of solid waste operational and consulting experience, William's primary expertise lies in the areas of solid waste collection system analysis. He has managed recycling of numerous municipal and private sector solid waste management operators, including divisions of Waste Management, Republic Services, Recology, and other regional and local private sector operators.

William understands collection, recyclable and organics material operations, and has conducted dozens of construction & demolition debris facility audits. He has developed strategies for solid waste collection systems and Zero Waste plans, evaluated material and physical waste characterization studies.

Education

» Bachelor of Science in Bioengineering: University of Pennsylvania

Relevant Experience

- » **Franchising Options and Negotiation Assistance** | City of West Sacramento
Project Support, assisted Richard with sole-source negotiations with WM, participating in the negotiations sessions with WM, meeting with the City's finance manager to analysis the fiscal impact on the City, working with the City Attorney and WM's attorney, and assisting with the preparation of the new franchise agreement.
- » **Franchise Fee and Commercial Tonnage Audit** | Sacramento Regional Solid Waste Authority (SWA)
Project Director, engaged by SWA and the cities of Citrus Heights, Rancho Cordova, Elk Grove and West Sacramento (collectively, the "Jurisdictions") to conduct an audit of Republic Services' franchise fee payments and reported commercial disposal and diversion tonnages for the 1st quarter of 2018. For the commercial tonnage audit, R3 reviewed Republic's reported tonnages and material types and identified any anomalies between supporting documentation and the reported figures. For the franchise fee audit, R3 reviewed each of the Jurisdiction's authorizing documents concerning payment of required franchise fees, verified the accuracy of calculations in Republic's Franchise Fee Worksheets, and reported any under-reported franchise fees to be reimbursed to each Jurisdiction.
- » **Audit of SWA Non-Exclusive Franchised Commercial Haulers** | Sacramento Regional Solid Waste Authority (SWA)
Project Manager, has assisted the cities of Citrus Heights, Rancho Cordova, Elk Grove and West Sacramento (collectively, the "Jurisdictions") with Quarterly Report tonnage and financial audits of their non-exclusive commercial haulers, which include Waste Management. The audits have covered national haulers as well as regional and local haulers. He assessed the accuracy of reported diversion and disposal tonnages and the allocation among the various jurisdictions' services; and conducted a Franchise Fee Audit to assess the accuracy of franchise fee payments to the participating jurisdictions.
- » **Capacity Expansion Support & SB 1383 Food Recovery** | Yolo Food Bank
Project Manager, currently providing assistance to support the Food Bank's efforts to expand its capacity by 50% and assist in the development and execution of a Distribution and Sourcing Plan to secure and distribute an additional 2+ million pounds of healthy food annually. William is conducting a comprehensive Operational Review of the Yolo Food Bank's current food sourcing, collection, storage, and distribution systems, as well as conducting Capacity Assessments. He is also assisting the Yolo Food Bank in maintaining compliance with the requirements of SB 1383 related to Edible Food Recovery Services and Organizations, as well as SB 1383 reporting requirements placed in edible food generators.
- » **Food Recovery Program Strategic Plan** | Alameda County Food Bank
Project Director, recently engaged to assist with the development of a Strategic Plan for ACFB's Food Recovery Program (FRP). William led the development of the Strategic Plan to guide the FRP's efforts over the next 3-4 years, with a particular focus on SB 1383, and set appropriate performance targets for the program. As part of this project, William is also working with the Alameda County Waste Management Authority (ACWMA) and its Member Agencies to assist in implementing a coordinated County-wide SB 1383 food recovery effort.
- » **Performance Analysis of Solid Waste Operations & Solid Waste Rate Study** | City of Folsom
Project Manager, conducted a Performance Review of the Division's solid waste operations and a Rate Study. William oversaw the R3 team's review of all aspects of the Division, including the operational practices from pre to post trips, the organizational and management structure of its staff, and Division's existing fleet management and maintenance. Following the review, William also assisted the City in the implementation of a number of corrective actions to address deficiencies regarding safety, staffing, policies and procedures, productivity, and accountability.



Rose Radford

Project Manager, Project Support

Lead SB 1383 Compliance Analyst



About

With her strong background in research and technical writing, Rose Radford has accumulated valuable experience in solid waste management planning, program development, and regulatory reporting. She actively tracks state regulations such as SB 1383, and projects impacts of the regulations on programmatic requirements and diversion for our clients throughout California.

Altos, Concord, Brentwood, Martinez, and Glendale, as well as the JPAs RecycleMore and Zero Waste Marin, in contracts that include SB 1383 and organics management planning.

Rose has assisted several jurisdictions in planning for SB 1383 requirements, providing advice to client jurisdictions on the anticipated effects of changing requirements for organics programs, as well as the implications of the changes in reporting regulations for diversion performance, regulatory compliance, and long-term planning efforts. Her diverse solid waste industry experience also includes Zero Waste planning and implementation, hauler and facility audits, Municipal Code analysis and revision, data and tonnage tracking and modeling, organics, and recyclables processing capacity.

Education & Certifications

- » Master of Public Administration in Environmental Science and Policy; Columbia University
- » Bachelor of Science in Conservation and Resource Studies; University of California, Berkeley
- »

Relevant Experience

- » **SB 1383 Compliance Plan** | RecycleMore (*West Contra Costa Integrated Waste Management Authority*)
Project Manager, currently evaluating the JPA and its Member Agencies' preparedness for SB 1383 by engaging with JPA and Member Agency staff as well as hauler representatives, providing specific guidance on areas of particular concern, recommending responsible entities for each requirement, and assisting in the first stages of implementation.
- » **Legislative Compliance Plan and On-Call Services** | City of Fairfield
Project Support, currently assisting the City in comprehensive SB 1383 preparedness planning for all aspects of the law in preparation for negotiations with the City's hauler. This plan includes outreach and education, route audits for contamination, enforcement schedules and activities, edible food recovery planning and coordination with the County through implementation stages, a comprehensive evaluation and adjustment of the City's C&D diversion program, and assistance in adjusting the City's purchasing policy. A full cost analysis is currently underway which includes funding and hiring new City staff for outreach, education, and enforcement activities.
- » **Solid Waste Rate Evaluation** | City of Upland
Project Manager, evaluated the City's Agreement with Burrtec for consistency with industry standard practices and the City's ability to comply with SB 1383 and provided recommendations on revising the Agreement to include SB 1383 and AB 341 and 1826 requirements.
- » **Material Flow and Capacity Analysis** | Zero Waste Marin (*Marin Hazardous and Solid Waste Joint Powers Authority*)
Project Manager, conducted an extensive study of organics disposal and diversion, developed a customized waste characterization for the 2014 organics disposal baseline, and calculated the target levels of organics diversion required to meet statewide goals. Estimates were used to calculate capacity needs for organics processing. Gathered information about organics processing facilities in use by Zero Waste Marin's jurisdictions and determined how much additional capacity might be available at the facilities.
- » **SB 1383 & AB 1826 Compliance Assistance** | Cities of Brentwood, Concord, and Los Altos
Project Manager, currently conducting SB 1383 preparedness planning by working closely with the city staff on all aspects of planning and implementation, from developing and receiving letters and exemption forms, to interviews with parks departments on current procurement of recovered organic materials. Rose developed a simplified checklist to easily track distinct actions to be taken for compliance, and will be assisting in development of the cities' municipal code updates and compliance reporting to CalRecycle.
- » **Procurement and Negotiation Assistance** | ZeroWaste Sonoma (*formerly the Sonoma County Waste Management Authority*)
Project Support, assisted in the procurement via Request for Proposals (RFP) of organics processing capacity for Zero Waste Sonoma, which manages the flow of all source-separated organics in Sonoma County. This procurement process was a key step in a strategic action plan to provide for organics capacity throughout the region, simultaneous with the procurement of solid waste services for several jurisdictions within the County and the impending assignment of nearly every collection services contract in the region.



Carrie Baxter

Project Manager, Project Support

SB 1383 Implementation and Municipal Code Development



About

Carrie Baxter has over a decade of experience in solid waste consulting, in a broad range of projects providing legislative compliance assistance to local jurisdictions for implementing or expanding programs related to organic material collection, tracking, and infrastructure development, as well as assisting in negotiating improvements and best practices into municipal codes and collection agreements.

Carrie has worked on numerous projects for solid waste management, including rate studies, studying rates and how to incentivize diversion, and engaging the community and stakeholders. In addition, Carrie routinely supports operations and performance reviews, evaluating billing and reporting systems and conducting on-site route audits, conducting comprehensive benchmarking and rate surveys, and creating disaster debris management plans for various cities in California.

Education & Achievements

- » Bachelor of Science in Organization, Leadership & Management: University of San Francisco
- » Ms. Baxter authored an article in the March/April 2019 BioCycle Magazine
- » Presented at the 2019 BioCycle West Coast Conference; the 2019 CRRA Conference on Rate Setting for Organics Diversion; and the 2018 CRRA Conference on Disaster Planning

Relevant Experience

- » **Mandatory Organics Recycling Compliance Program** | City of Citrus Heights
Project Manager, currently leading the development of a strategic plan for implementing the requirements of SB 1383. She is assisting City staff with updating elected officials and the public of current and upcoming state recycling laws, with a large focus on SB 1383, and helping the City in meeting and maintaining current legislative requirements and achieving compliance with future legislative requirements when SB 1383 mandates become effective.
- » **Various Solid Waste Services** | City of Rancho Cordova
Solid Waste & Recycling Manager, currently assisting with strategic planning for AB 341, AB 1826, and SB 1383, leading implementation of outreach and education efforts to all covered generators; developing a compliance plan for submittal to CalRecycle including a timeline of tasks and milestones to address program gaps; reviewing and revising Municipal Code; negotiating contracts with franchised waste haulers and working with businesses and local jurisdictions for regional collaboration on plans such as procurement of organic products, edible food recovery and education; and identifying compliant and non-compliant covered generators under AB 341 and AB 1826; and supporting efforts to expand the City's food waste recovery operations.
- » **SB 1383 Rates and Service Study** | CalRecycle (California's Department of Resources Recycling and Recovery)
Project Manager, led the research and analysis regarding the cost impacts of SB 1383 to local jurisdictions, which are tasked with enforcing most of the provisions of the law. She provided CalRecycle with a report that provides options and recommendations for funding mechanisms that can be used by jurisdictions to implement the collection requirements and support the development of organics recycling infrastructure.
- » **SB 1383 Compliance Plan & Negotiation Assistance** | City of Vallejo
Project Manager, supporting the City in negotiations with Recology for rate adjustments and franchise agreement revisions to incorporate impacts for new programs in support of achieving legislative compliance. Developed a Compliance Plan for submittal to CalRecycle that provided the City with a checklist for the City and Recology to identify and monitor all entities subject to AB 1826 and timeline of activities to be undertaken in order to implement the updated AB 1826 program in the City. She is currently working with the City to negotiate an amendment to the contract, in order to provide bundled organics and recycling service to all customers.
- » **Legislative Compliance Plan and On-Call Services** | City of Fairfield
Project Manager, currently engaged by the City to identify legislative requirements and action items for the City and Republic; review Republic's residential organics waste plan for composting 100% of source-separated green and food waste from residential premises in the calendar year 2020 and beyond, as per a 2016 Amendment to Republic's Agreement; develop a Legislative Compliance Plan, including updates to City Council on the legislative compliance requirements of AB 341, AB 1826, and AB 1594, as well as the draft regulation requirements of SB 1383; and review sections of the City's Municipal Code.
- » **Compliance Planning** | City of Riverbank
Project Manager, supported the City in developing a compliance plan for submittal to CalRecycle that provided the City with a timeline of activities to be undertaken in order to implement the updated AB 1826 program; a Detailed Direct Outreach Plan for conducting outreach to covered generators; Tracking Document to monitor outreach efforts; and Sample Compliance Letter to send to covered and non-compliant generators with self-haul and exemptions.



Claire Wilson

Project Analyst, Project Support

SB 1383 Compliance and Edible Food Recovery Support



About

Claire Wilson utilizes her background in environmental science and ecology and her experience in research and data analysis, plus community outreach and education, that is invaluable to the range of R3's solid waste planning projects.

She is experienced in Zero Waste and high diversion planning and implementation, specializes in community and stakeholder engagement strategies, and has worked with jurisdictions to develop innovative methodologies to approach Zero Waste and comply with State legislation.

She has also assisted with the revision of municipal ordinances diversion goals and other Zero Waste strategies.

Education

- » Bachelor of Science in Environmental Studies - University of California, Santa Barbara
- » Zero Waste Community Waste USA
- » 2019 Young Professionals Scholarship Recipient - California Resource Recovery Association

Relevant Experience

- » **SB 1383 Compliance Plan** | City of Vallejo
Project Analyst, developed a corrective action plan to achieve AB 1826 compliance, including exemption forms, compliance letters, tracking sheets, and scripts; and a clear action plan that identified responsible entities and actions to be taken, and Municipal Code updates for mandatory organics collection.
- » **SB 1383 (Organics) Rate Survey** | CalRecycle (Department of Resources Recycling and Recovery)
Project Analyst, provided research assistance on SB 1383 implementation, including compilation of data on rate structures, infrastructure development, and compost facility capacity for jurisdictions/haulers throughout California.
- » **Food Recovery Program Strategic Plan** | Alameda County Community Food Bank
Project Analyst, developed a strategic plan for increasing food recovery and distribution efficiencies as well as funding strategies to meet the requirements of SB 1383. Identified food generators and modeled the amount of food that must be recovered to meet the State's goal.
- » **AB 1826 Outreach & Education** | Town of Corte Madera
Project Analyst, conducted on-site AB 1826 outreach and education to businesses and multi-family properties. Developed an incentive program to encourage businesses to be compliant with AB 1826 as well as other solid waste industry best practices.
- » **Legislative Compliance Assistance** | RecycleMore (West Contra Costa Integrated Waste Management Authority)
Project Support, authored the Inspection and Enforcement analysis for RecycleMore as a part of our SB 1383 planning effort, and attended meetings with agency staff to identify implementation steps for SB 1383 compliance. Claire also conducted outreach and community engagement by notifying covered and non-compliant customers under AB 1826 and AB 341. Contacted over 200 customers and conducted site visits to educate business owners and determine what their next steps should be. Analyzed and compiled the data into a report that provided compliance updates for RecycleMore to submit to the State.
- » **SB 1383 & AB 1826 Compliance Assistance** | Cities of Brentwood, Concord, and Los Altos
Project Analyst, currently providing key analytical support to Rose in preparing the cities for implementation of SB 1383.
- » **Solid Waste Organic Program Review** | City of Riverside
Project Analyst, recommended modifications and updates to the City's existing program in support of state requirements for recycling and organics diversion, such as AB 341, AB 1826, SB 1383 and AB 1594. Also developed AB 1826 compliance plan for submission to CalRecycle.
- » **On-Call Solid Waste Services** | City of Menlo Park
Lead Analyst, current on-call services include developing an innovative zero waste policy, revising the City's solid waste and construction and demolition ordinances to meet state requirements and best practices, and creating a reusable foodware ordinance for the City to reduce litter, waste, and single-use plastic items.



Kristy Dalay

Project Analyst, Project Support
Outreach and Education Review and Support



About

Ms. Dalay brings a unique level of experience, pulling from her multiple perspectives developed over the past 10 years. Prior to joining R3, she served as the Marketing Coordinator for R3, developing proposals for projects throughout California, and now, has been promoted to Project Analyst and assists on a variety of solid waste projects. Her experience includes conducting site visits and legislative compliance planning for recent State regulations such as AB 1826 and SB 1383. Clients she has assisted in these areas include the cities of Concord, Los Altos, Martinez, Rancho Cordova, and RecycleMore.

Kristy also specializes in creating visually appealing, easy-to-understand graphics and outreach materials to assist various organizations and public agencies in engaging and educating their target audience and communities. For the cities of Santa Rosa, Santa Monica and the Town of Ukiah, she has supported the implementation of the jurisdictions' zero waste plan graphics, formatting and outreach pieces. Kristy performs solid waste programmatic and rate analyses, provides assistance in negotiations and procurement processes and reviews of hauler operations and performance, and is also familiar with reviewing Construction and Demolition Recycling Plans and Reports through the Green Halo interface, and completing Electronic Annual Reports on behalf of jurisdictions.

Education & Certifications

- » Bachelor of Arts in Design, University of California, Davis
- » Zero Waste Community Certified, Waste Management Association of America, Waste USA

Relevant Experience

- » **Solid Waste Procurement Services** | California State Polytechnic University at Pomona
Project Analyst, audited current service levels and assisted in drafting the RFP package for release to potential proposers, including contract terms, current service levels, and all other information needed for potential proposers.
- » **Post-Collection Procurement** | City of Palo Alto
Project Analyst, assisting Ms. Baxter in the City of Palo Alto's RFP process, which includes coordinating and scheduling meetings, tracking City needs and commutations, evaluating proposals in the initial pass/fail criteria, and conducting reference checks of the proposers.
- » **On-Call Solid Waste and Recycling Consulting Services** | City of Oakland
Project Analyst, provided support to City staff in conducting an efficient and effective process for reviewing and approving contractor Construction and Demolition Recycling Plans and Reports on behalf of the City through the Green Halo interface.
- » **Performance Review** | Napa County
Project Analyst, currently assisting Napa County with determining the extent of its franchised hauler's compliance with the Franchise Agreement, including legislative and regulatory compliance, and making recommendations to the County for improvement of services. She is also assisting with organizing and tracking documentation, provided by the hauler, and analyzing the information provided to determine contract compliance.
- » **C&D Program Management** | Zero Waste Marin and RecycleMore
Project Analyst, created a simplified, easy-to-use C&D debris diversion reporting form to document and verify recycling, streamline program administrative procedures, and increase the amount of C&D materials diverted. The forms have been successfully produced and distributed to all member agencies in Marin for use at their building counters.
- » **Zero Waste Planning** | City of Santa Rosa
Project Analyst, assisted in the development of a Waste Diversion Model and implementation outreach strategy. She developed a recognizable logo, cohesive format and graphics for the Plan, as well as an easy-to-follow presentation and a summary infographic for our stakeholder engagement task and City Council presentation.
- » **Solid Waste Rate Surveys** | Cities of Banning, Galt, Fairfield, Irwindale, Temple City, San Jose, Riverside, and Upland
Project Analyst, compiled information to compare services and rates on the surrounding communities with the objective of determining the validity of the basis of those rates. Developed recommendations rated to rates that could be adopted by the City.

3.4. FIRM RESOURCES

Summary Statement

R3 has actively monitored the development of SB 1383 regulations and have participated in the SB 1383 e have gained a deep understanding of the regulatory requirements in order to prepare our clients for implementation.

With R3, our clients always receive:

- **Unbiased, conflict-free project management and objective, fair treatment:**
 - » *We work for public agencies and never for waste haulers, which translates to a high repeat customer rate and solid, respectful relationships with both the cities and the haulers.*
 - » *Extensive experience managing projects with multiple stakeholders, which includes planning realistic goals, schedules, and budgets, effectively communicating with all key players, working collaboratively to achieve objectives and stay responsive, and streamlining processes.*
- **Data-driven, money-saving solutions and clear deliverables:**
 - » *Best-approach, honest recommendations to meet the City's needs, derived from decades of solid waste consulting experience and analysis of client data.*
 - » *Fair, affordable rates and clearly-defined deliverables – no overages. R3 has completed numerous SB 1383 planning efforts and **has never asked for a budget supplement to complete the activities in our scope of work.***
- **Comprehensive, up-to-the-minute understanding of industry regulations:**
 - » *Principals and key staff have superior knowledge base from over decades of hands-on industry and legislative compliance experience. This foundational knowledge is supplemented by active, weekly participation and engagement with industry groups, regulators, and state policymakers throughout the development of the SB 1383 regulations.*

Ability to Accomplish Scope

R3 has provided multiple jurisdictions with SB 1383 Implementation Plans that outline record keeping and (one-time and ongoing) addressing seven major compliance areas:

1. **Municipal Code Updates**
2. **Education and Outreach**
3. **Inspection and Enforcement**
4. **Edible Food Recovery Programs**
5. **Purchasing Policy Changes**
6. **C&D Debris Recycling Program**
7. **Collection Service Adjustments**

R3 regularly assists clients with the development, implementation, and evaluation of their organics and food waste reduction programs. Our extensive experience has allowed R3 to address a variety of issues that typically confront our municipal clients during the implementation of their various programs and facilities, including inter-jurisdictional coordination, planning requirements, diversion mandates, regulatory compliance, community outreach, and public education.

Regional + Solid Waste Operator Knowledge

and W
non-exclusive commercial haulers.

The audits have covered national haulers as well as regional and local haulers, including Waste Management, and have consisted of two interrelated projects:

- A **Tonnage Review** to assess the accuracy of reported diversion and disposal tonnages and the allocation of those tonnages among the various jurisdictions' services; and
- A **Franchise Fee Audit** to assess the accuracy of franchise fee payments to the participating jurisdictions.

Accomplishments

R3 has successfully provided technical support on the design, development, procurement, evaluation, and negotiation of franchised collection services for over 100 municipal clients throughout California and the western United States. These services normally include an assessment of the hauler's role in achieving legislative compliance.

Most recently, R3 assisted the City of West Sacramento, California - Citrus Heights, Rancho Cordova, Vallejo - in developing SB 1383-ready franchise agreements with their haulers as a part of either sole-source negotiations with an existing service provider, or a competitive procurement process for refuse collection, transfer, recycling, processing, and disposal services.

Previously, our team participated in the research and analysis regarding the cost impacts of SB 1383 to local jurisdictions, which was included in the draft report titled, **SB 1383 Local Services Rates**, produced under contract by R3's **Analysis of the Progress Toward the SB 1383 Organic Waste Reduction Goals**, which was developed based on the outcomes of R3's report.

Comprehensive Approach - Including Food Recovery

R3 assists clients with the development, implementation, and evaluation of their organics and food waste reduction programs. Our extensive experience has allowed R3 to address a variety of issues that typically confront our municipal clients during the implementation of their various programs and facilities, including inter-jurisdictional coordination, planning requirements, diversion mandates, regulatory compliance, community outreach, and public education.

Our team's close proximity to West Sacramento means that we can be available, as-needed to support the City – at a moment's notice – either remotely, on-site, or in-the-field.

City staff will have direct access to R3's Project Manager and Project Team, and we'll always be just a phone call or short drive away.

3.6. PROFESSIONAL SERVICES FEE / COST PROPOSAL

Project Budget

We propose to complete the Project Scope of Work on a time-and-materials basis for a not-to-exceed budget by task totaling **\$78,075**. Our project budget includes labor, travel, and project expenses for the work and deliverables as listed in our scope of work. We would be happy to discuss changes to our scope or budget as may be needed to align with the City’s needs.

Any additional, on-call staff support costs would be at the billable hourly rates shown in the following page, will vary based on on-call support requests from the City, and are not included in the Total Cost shown below. R3 has several staff at various billing rates available to help with on-call service needs.

Detailed Cost Proposal

Task Description	Garth Schultz	Richard Tagore-Erwin	William Schoen	Rose Radford	Carrie Baxter	Claire Wilson	Kristy Dalay	Hours	Cost
	Principal	Principal	Project Director	Project Manager	Project Manager	Project Analyst	Project Analyst		
	\$ 225	\$ 225	\$ 215	\$ 185	\$ 185	\$ 165	\$ 145		
Task 1.1 - Organics Recycling Analyses: Compliance Gap Analyses	10	5	0	25	20	25	10	95	\$ 17,275
Task 1.2 - Organics Recycling Analyses: Resource Gap Analysis	10	0	0	20	0	10	0	40	\$ 7,600
Task 1.3 - Organics Recycling Analyses: Rate Analysis	20	0	10	35	0	10	0	75	\$ 14,775
Task 2 - Compliance Program Implementation Plan	15	0	5	20	10	20	0	70	\$ 13,300
Task 2 - Performance Based Measurement (Optional)	10	0	0	25	10	0	0	45	\$ 8,725
Task 3 - Communication and Presentation(s) to Environment and Utilities Commission and City Council	25	15	0	40	0	0	0	80	\$ 16,400
Total	90	20	15	165	40	65	10	405	\$ 78,075

Billing Rates

Additional, on-call technical assistance may also be requested by the City, and will be billed on a time-and-materials basis - using our standard billing rates, as listed in the table below.



Classification	Hourly Rate
Principal	\$ 225
Project Director	\$ 215
Senior Project Manager	\$ 190
Project Manager	\$ 185
Senior Project Analyst	\$ 165
Senior Administrative Support	\$ 160
Project Analyst	\$ 155
Associate Analyst	\$ 145
Administrative Support	\$ 125

Payments

Unless otherwise agreed in writing, fees for work completed will precede month and will be payable within 30 days of the invoice date.

Please note our hourly billing rates include all project related expenses.

EXHIBIT B

Schedule of Performance

SCHEDULE OF PERFORMANCE

R3 is available to begin work on this project as soon as we receive direction to proceed from the City of West Sacramento. R3 proposes the following initial schedule for work completion, with the project beginning in January 2021 and completing in third quarter 2021. This schedule provides sufficient time to complete the proposed project effort.

The schedule also provides for appropriate “interim check-in” presentations to the City’s Environment and Utilities Commission and City Council, which will be scheduled in cooperation between R3 and City staff. We suggest considering engaging interim check-ins after completion of Task 1.2 (May) or Task 1.3 (June), and Task 2 (August/September).

TASK	ESTIMATED START DATE	ESTIMATED COMPLETION DATE
1.1 Compliance Gap Analysis	January 2021	April 2021
1.2 Resource Gap Analysis	January 2021	May 2021
1.3 Rate Analysis	April 2021	June 2021
2. Compliance Program Implementation Plan	June 2021	August 2021
2.1 Evaluate Feasibility of Performance-Based Measurement (Optional Task)	TBD	TBD
3. Communication and Presentations	April 2021	September 2021

Contract for Services
R3 Consulting Group, Inc.
January 20, 2021

EXHIBIT C

Professional Services Fees/Cost Proposal

3.6. PROFESSIONAL SERVICES FEE / COST PROPOSAL

Project Budget

We propose to complete the Project Scope of Work on a time-and-materials basis for a not-to-exceed budget by task totaling **\$78,075**. Our project budget includes labor, travel, and project expenses for the work and deliverables as listed in our scope of work. We would be happy to discuss changes to our scope or budget as may be needed to align with the City’s needs.

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Detailed Cost Proposal

Task Description	Garth Schultz	Richard Tagore-Erwin	William Schoen	Rose Radford	Carrie Baxter	Claire Wilson	Kristy Dalay	Hours	Cost
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Total	90	20	15	165	40	65	10	405	\$ 78,075

Billing Rates

Additional, on-call technical assistance may also be requested by the City, and will be billed on a time-and-materials basis - using our standard billing rates, as listed in the table below.



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Project Analyst	\$ 155
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Administrative Support	\$ 125

Payments

Unless otherwise agreed in writing, fees for work completed will precede month and will be payable within 30 days of the invoice date.

Please note our hourly billing rates include all project related expenses.

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: _____
Garth Schultz, Principal

MEETING DATE: January 20, 2021

ITEM #10

SUBJECT:

CONSIDERATION OF APPROVAL FOR A DEFERRED FRONTAGE IMPROVEMENT AGREEMENT, A DEFERRED FIRE ACCESS IMPROVEMENT AGREEMENT, AND A DEDICATED LAND REIMBURSEMENT AGREEMENT FOR THE WEST PROJECT (801 RIVERFRONT STREET, APN 058-320-086)

INITIATED OR REQUESTED BY:

Council Staff
 Other

REPORT COORDINATED OR PREPARED BY:

Jon Robinson, Interim Director
Community Development Department

ATTACHMENT Yes No Information Direction Action

OBJECTIVE

The purpose of this item is to facilitate the Council's consideration of a Deferred Frontage Improvement Agreement, a Dedicated Land Reimbursement, and a Deferred Fire Access Improvement Agreement, with 801 Riverfront Property Owner, LLC (Developer) for the West Project.

RECOMMENDED ACTION

Staff respectfully recommends that the Council:

1. Find that the Deferred Frontage Improvement Agreement, Deferred Fire Access Improvement Agreement, and Dedicated Land Reimbursement Agreement for the West Project are statutorily exempt from California Environmental Quality Act (CEQA), under California Government Code Section 65457 and none of the events specified in Section 21166 of the Public Resources Code have occurred requiring supplemental environmental review, and finds that the Exemption reflects the independent judgment of the City as lead agency under CEQA and direct staff to file a Notice of Exemption; and
2. Authorize the Mayor or her designee to execute the Deferred Frontage Improvement Agreement, Deferred Fire Access Improvement Agreement, and Dedicated Land Reimbursement Agreement for the West Project in substantially the form shown in the attachments to this staff report; and
3. Authorize the City Manager or his designee to take any actions necessary to effectuate the Deferred Frontage Improvement Agreement, Deferred Fire Access Improvement Agreement, and Dedicated Land Reimbursement Agreement for the West Project, including but not limited to making modifications, and executing additional agreements that effectuate the purpose of these documents, all as approved by the City Attorney.

BACKGROUND

WEST Apartments is a mixed-use development located in the Bridge District just east of Sutter Health Park. This five-story project will consist of 286 one-, two- and three-bedroom units wrapped around a precast concrete parking garage and will also feature 8,000 square feet of active street frontage facing Sutter Health Park (see Attachment 1.) This project will provide the City with multiple benefits, including new housing opportunities, ground floor retail uses that enhance the pedestrian experience for Bridge District residents and visitors, and generous public spaces designed to further activate the city's riverfront. Additionally, the residential units this project provides are needed meet the requirements of the City's Proposition 1C grant with the State of California, which requires reimbursement of grant funds for non-performance.

The City Council entered into a Development Agreement (DA) with the Developer in 2010. The Developer subsequently received approval of minor deviations from the Bridge District Specific Plan (BDSP) and design review approval on October 16, 2018. Subsequently, on November 29, 2018 the conceptual Riverwalk landscaping plan was approved. The Zoning Administrator approved an additional minor deviation from the BDSP on January 5, 2021 for an alternative road configuration and cross section for the road providing access to the project's parking garage.

The City has worked with the Developer to complete predevelopment activities (e.g., financing, permitting, and necessary legal agreements) to facilitate a smooth development process. However, due to COVID and multiple other factors, the project's timeline has become compressed, necessitating adjustments to the normal sequence. This staff report requests Council authority for the execution of documents necessary to keep the project moving forward while protecting the City's interests. The documents have been provided to the developer for review,

but staff has not yet received a written response. Staff will provide a status update on the developer's response to the enclosed documents prior to the meeting of January 20, including issues that may lead to changes to the terms described in the attached documents.

ANALYSIS

Each of the agreements for which staff is requesting Council approval are summarized below.

Deferred Frontage Improvement Agreement (Attachment 2)

In connection with its development of the subject property, the Developer is required to construct landscaping, hardscaping, and utility improvements in accordance with the City's design approval letter dated November 29, 2018. However, these improvements cannot be constructed immediately due to the need for permits that must first be obtained from the Central Valley Flood Protection Board (CVFPB) and potentially another from the U.S. Army Corps of Engineers (USACE), which will take time to acquire.

Normally the City would require these improvements to be constructed concurrently with the project to assure they are built; however, if the City were to insist on this sequence now, it would disrupt the project's financing and likely doom the entire development. Considering the City's and Developer's mutual interest in moving the project forward, staff recommends allowing the Developer to defer the construction of these improvements, subject to the terms of the Deferred Frontage Improvement Agreement.

The primary purpose of the Deferred Frontage Improvement Agreement is to create an accountable framework within which the Developer can move forward with the project while pursuing the permits necessary to construct the required frontage improvements. The agreement requires an irrevocable offer of dedication (IOD) for a public access easement, along with multiple securities to reduce the risk of Developer non-performance on the frontage improvements to an acceptably low level. In addition, this agreement permits the frontage space, which otherwise would have been privately held and maintained, to become accessible to the public. The Developer dedicate a public access easement across approximately 20,000 square feet, thereby doubling the width of the Riverwalk in this location. This dedication permits this additional park area to be counted as a distributed park element as defined by the Bridge District Specific Plan. The agreement also requires that the Developer dedicate the frontage improvements at no cost to the City within a 36-month window past the warranty period should the City wish to accept those improvements. If the City does not accept the improvements, the public access easement remains, and the Developer remains responsible for the maintenance and upkeep of the improvements.

Dedicated Land Reimbursement Agreement (Attachment 3)

The Dedicated Land Reimbursement Agreement is a companion agreement to the Deferred Frontage Improvement Agreement. It memorializes the terms under which the City and Developer agree that reimbursement is to be made for the dedication of the public access easement. The amount of reimbursement will need to be calculated based on a future survey, but the agreement states that the reimbursement will be paid from CFD 27 Bridge District One-Time Special Taxes (BDOTST) or IFD 1 Taxes and will be calculated based on \$6.00 per square foot of right-of-way dedicated.

Deferred Fire Access Improvement Agreement (Attachment 4)

As part of its normal plan check process, the West Sacramento Fire Department reviews large projects to assure that they have sufficient fire access during both construction and operation of the project. The Fire Department has determined that the WEST project will require a fire access road for this purpose. However, this road cannot be constructed concurrent with the project due to the need for the CVFPB and USACE permits noted above.

The City's typical approach in a situation of this type would be to refuse to issue building and/or engineering permits until the developer was in possession of the encroachment permit necessary to construct the emergency access road. However, due to the City's shared interest in moving WEST forward, staff has taken the unusual step of crafting an agreement whereby the City will amend its existing River Walk encroachment permit to include this minor fire access road that flows off the main trail. This approach streamlines the permitting process for all involved.

The agreement also provides a set of terms under which the Developer can defer construction of the ultimate fire access safely, and in a manner that provides the City with sufficient leverage to force the construction of this fire access before the project becomes operational if the Developer fails to do so.

The Deferred Fire Access Improvement Agreement requires the developer to dedicate an IOD for an easement for the ultimate fire access, and to be responsible for constructing that emergency access road.

By allowing construction of WEST to commence while state and/or federal permits still outstanding, the Council is accepting a risk that the City, on behalf of the developer, may fail to amend its existing permits, potentially leaving itself with a partially or fully constructed building that cannot be occupied safely. Staff's assessment is that the likelihood of the City failing to obtain the necessary CVFPB and/or USACE permits necessary to construct the permanent fire access is low. However, the Deferred Fire Access Agreement contains multiple mechanisms to allow the City to assure this access is built, including stop work orders, fines, or even City-mandated redesign of portions of the project. In the unlikely event these mechanisms are needed, they would be consequential for the Developer and likely contentious for the Council to effectuate; however, they are necessary to protect the City's interests.

During its extended predevelopment and planning phases, the WEST project has surmounted many challenges, and even as site work has commenced, the project still faces obstacles. Collectively, the three agreements described in this staff report are designed to allow the project to proceed while minimizing the associated risks to the City's interest in seeing the project constructed along with all required landscaping and access improvements.

Environmental Considerations

Approval of the proposed agreements can be found to be statutorily exempt from further California Environmental Quality Act (CEQA) review pursuant to California Government Code Section 65457. Section 65457 creates a statutory exemption from CEQA for residential projects that are consistent with a specific plan for which an environmental impact report (EIR) was previously certified. The West project is located within the Bridge District Specific Plan (BDSP) and is consistent with the specific plan. The agreements, which are primarily financial in nature, would not cause any new or more severe impacts on the physical environment, therefore section 21166 of the Public Resources Code is not triggered. WEST was approved ministerially pursuant to the BDSP and the BDSP certified EIR with all applicable mitigation measures applied.

Commission Recommendation

N/A

Strategic Plan Integration

N/A

Alternatives

The Council's primary alternatives are summarized below:

1. Authorize the Mayor or her designee to execute the Deferred Frontage Improvement Agreement, Deferred Fire Access Improvement Agreement, and Dedicated Land Reimbursement Agreement for the West Project in substantially the form shown in the attachments to this staff report; Authorize the City Manager to take any actions necessary to effectuate the agreements described in this report, including but not limited to making modifications to the Deferred Frontage Improvement Agreement, Deferred Fire Access Improvement Agreement, and Dedicated Land Reimbursement Agreement, and executing additional agreements that effectuate the purpose of these documents, all as approved by the City Attorney; and, find that the project is a residential project consistent with the Bridge District Specific Plan and thus statutorily exempt from CEQA pursuant to Government Code section 65457.
2. Authorize the Mayor or her designee to execute the above-referenced agreements subject to specific changes directed by the Council;
3. Decline to authorize the Mayor or her designee to execute the above-referenced documents, and direct staff to return to the Council at a future date.

Alternative 1 is staff's recommendation. Staff is prepared to effectuate Alternative 2 at the Council's direction. However, because the Developer is operating under severe timing constraints dictated by its financing sources, it should be noted that time delays associated with incorporating Council-directed changes to the attached documents could imperil project feasibility. Due to these same time constraints, staff does not recommend Alternative 3.

Coordination and Review

This report was prepared by the Community Development Department with the assistance of the Economic Development and Housing Department and the City Attorney's office.

Budget/Cost Impact

The value of the public access easement dedication is estimated to be \$119,616. The Developer is estimated BDOTST due is in excess of that value. Pursuant to the terms of the Dedicated Land Reimbursement Agreement this \$119,616 is anticipated to be processed as a credit towards that payment due at Certificate of Occupancy (COO). The BDSP's financing documents have allocated over \$1 million dollars for land dedications associated with distributed park elements. Approval of the Dedicated Land Reimbursement Agreement would be the first agreement to draw down from that allocation.

In the event, that the City elects to accept the frontage improvement to operations and maintenance costs and responsibilities for those improvements would transfer from the Developer to the City. CFD R in the Bridge District would be the likely source of funds for the upkeep of these improvements.

All costs associated with administering these agreements and amending the City's permit for the River Walk trail will be reimbursed by the Developer prior to issuance of the Project's COO.

ATTACHMENTS

1. Location Map
2. Deferred Frontage Improvement Agreement
3. Dedicated Land Reimbursement Agreement
4. Deferred Fire Access Improvement

Vicinity Map



DEFERRED FRONTAGE IMPROVEMENT AGREEMENT

This Deferred Frontage Improvement Agreement ("Agreement") is made and entered into January __, 2021 ("Effective Date"), by and between the **City of West Sacramento**, a California municipal corporation ("City") and **801 Riverfront Property Owner, LLC**, a Delaware limited liability company ("Developer").

RECITALS

A. Developer is the owner of certain real property located within the City of West Sacramento, County of Yolo, State of California, APN 058-320-086, legally described in **Exhibit A**, attached hereto and incorporated herein ("Property").

B. In connection with the development of an apartment project on the Property ("Project"), Developer is required to construct certain privately-owned offsite frontage improvements consisting of landscaping, hardscaping and related utility improvements in accordance with the design approval letter from the City dated November 29, 2018, attached hereto and incorporated herein as **Exhibit B** (the "Approval Letter").

C Developer is not able to commence the construction of the frontage improvements at this time, as a permit is needed from the Central Valley Flood Protection Board ("CVFPB") and possible from the United States Army Corps of Engineers ("USACE"), which will take time to acquire.

D. The parties therefore mutually desire to defer the construction of frontage improvements to a later date to be determined by the City.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. Performance of Work; Dedication of Right-of-Way. Developer agrees to furnish, construct, and install at the Developer's own expense the Required Improvements defined below. The plans and specifications of the Required Improvements may be modified by the Developer as the development progresses, subject to written approval of the City Engineer.

(a) Required Improvements. The required frontage improvements include landscaping, hardscaping and related utility improvements as generally shown on the plans attached to the Approval Letter, along with any changes or modifications as may be required by the City Engineer, or his/her designee, due to errors, omissions, or changes in conditions, if and when the Project proceeds to construction (the "Required Improvements"). The total estimated value of the Required Improvements as determined by the City Engineer is Two Million Dollars (\$2,000,000.00). The Required Improvements subject to this Agreement do not include the public safety fire access road improvements required for the Project, which are subject to a separate agreement.

(b) Final Design and Approval Milestones. Within four (4) months of the Effective Date, Developer shall submit to the City a completed set of the final design plans for the Required Improvements for the City's review and approval in accordance with the terms of the Approval Letter, and an application for a modified building permit to include the Required Improvements into the Project plans. Within three (3) months of the Effective Date, Developer

shall complete 65% of the design drawings for the Required Improvements and submit them to the City for review and approval. Upon receipt of the City's approval, Developer shall provide the plans to the CVFPB along with an application for a permit, and a copy of the Project's California Environmental Quality Act ("CEQA") clearance. If CVFPB determines that a license or permit is also required from USACE, then Developer shall also apply for such from USACE, A copy of the complete application(s) and its attachments with be provided to the City along with evidence of their submittal to the CVFPB (and USACE if applicable). Developer shall invite City staff to the initial consultation and application review meeting(s) with the CVFPB and/or USACE staff and the Developer. Developer shall receive a permit from the CVFPB (and USACE if applicable) prior to City's issuance of a permit from the City for the Required Improvements. Developer shall also conduct any National Environmental Policy Act ("NEPA") studies if required by USACE. If CVFPB or USACE denies Developer a permit due to a circumstance out of Developer's control, and despite diligent and good faith actions by Developer to comply with their respective permit requirements and requested actions or modifications, the City agrees to terminate Developer's requirement to construct the Required Improvements. In the event of a permit denial, Developer shall provide written notice to the City of the denial, the reason for the denial, and electronic copies of all of Developer's submissions to and communications with the applicable agency's staff and board. Additionally, following the written notice, Developer will make all reasonable efforts to facilitate and attend a close-out meeting with the applicable agency and City staff to discuss why the Project was not awarded a permit. The City shall respond within sixty (60) days as to whether it agrees with Developer and agrees to remove the requirement to construct the Required Improvements.

(c) Dedication of Right-of-Way. Upon execution of this Agreement, Developer shall dedicate a right-of-way to the City (the "Dedicated Land") by way of an irrevocable offer of dedication, in the form attached hereto and incorporated herein as **Exhibit C** (the "IOD"). The parties also acknowledge that the City will obtain a survey for the Dedicated Land, which is expected to be approximately 19,936 square feet. The value of the Dedicated Land for reimbursement will be calculated as \$6.00 per square foot of land, which value is estimated to be One Hundred Nineteen Thousand Six Hundred and Sixteen Dollars (\$119,616.00), and will be paid in accordance with Section 12 below. Dedication of the Dedicated Land shall still be required even if Developer is not required to construct the Required Improvements in accordance with Section 1(b) above.

(d) Developer Costs. Developer is responsible, and shall reimburse the City, for all costs of preparing the permit application(s), NEPA, and processing and administering the matters contained in this Agreement, including the IOD.

2. Work: Satisfaction of Community Development Director ("the Director"). All of the work on the Required Improvements shall 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 Specifications and Details, to the satisfaction of the Director or City Manager.

3. Injury to Public Improvements, Public Property or Public Utilities Facilities. Developer 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. Developer 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. Developer 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. Developer's Obligation to Warn Public During Construction. Developer 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 Developer. Developer 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, Developer shall maintain an office with a telephone and Developer or a person authorized to make decisions and to act for Developer in Developer'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 Performance. Work on the Required Improvements shall commence within eighteen (18) months of the date of the this Agreement and shall be completed on or prior to the issuance of receiving of a temporary certificate of occupancy or a certificate of occupancy from the City for the Project in accordance with all approved plans and specifications; provided, however, that the Required Improvements shall not be deemed to be completed until determined to be so in writing by the City.

8. Time of Essence; Extension.

8.1 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 Section. The Director may extend the date for completion of the Required Improvements 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 Developer. Extension of the date 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 Developer. 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 Developer to an extension.

8.2 Requests for Extension. 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.

8.3 Notice to Sureties of Extension Not Required. In the event the City extends the time of completion of the Required Improvements, such extension may be granted without notice by the City to the Developer's surety and shall in no way release any guarantee or security given by the Developer 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.

8.4 Changes in Improvement Security. 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. Developer 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. For all Required Improvements listed in Section 1 of this Agreement, the Developer shall furnish the City the following Securities concurrently with the execution of this Agreement:

10.1 Faithful Performance and Payment Security. Two (2) improvement securities as set forth in City of West Sacramento Municipal Code ("Municipal Code") section 16.44.080(B). Each security shall be in the amount of one hundred percent (100%) of the total estimated value of the Required Improvements set forth in Section 1 of this Agreement. The City may require an increase in the amount of security to reflect updated costs of constructing the Required Improvements, which is expected to be completed in mid-February 2021. 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"). The two improvement securities shall be in the form of one or both of the following: (i) a deposit, either with the City or responsible escrow agent or trust company, at the option of the City, of money or negotiable bonds of the kind approved for securing deposits of public monies, or (ii) an irrevocable letter of credit from one or more financial institutions regulated by the state or federal government pledging that the funds necessary to carry out the act or agreement are on deposit and guaranteed for payment and will only be released upon receipt of written instruction from the City, both in accordance with Municipal Code section 16.44.080(C)1(b) and (c). The form of a letter of credit must be approved by the City attorney.

10.2 Guarantee and Warranty Security. Developer shall also file with this Agreement a "guarantee and warranty security" in the amount of ten percent (10%) of the total estimated value 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).

10.3 Surety Requirements.

10.3.1 If applicable, 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.

10.3.2 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.

10.3.3 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 Section 13. All securities provided pursuant to this Agreement shall expressly obligate the surety for any extension of time authorized by the City for Developer's completion of the Required Improvements, whether or not the surety is given notice of such an extension by the City.

11. Acceptance of the Dedicated Land and Required Improvements.

11.1 As used in this Agreement, acceptance shall be deemed to have occurred when the City Council accepts the Dedicated Land and/or the Required Improvements to be owned and maintained by the City, which shall occur by City Resolution.

11.2 Dedicated Land. Except as otherwise provided herein, the City will not accept the dedication of the Dedicated Land unless the Required Improvements are constructed in conformity with the approved plans and specifications, approved modifications, if any, and the City Standard Specifications and Details, to the satisfaction of the Director. The parties acknowledge that the acceptance by the City of the IOD does not constitute acceptance of the dedication of the Dedicated Land as the term "acceptance" is used in the Approval Letter. Acceptance of the Dedicated Land shall only occur by City Resolution upon recordation of the Public Access Easement attached to the IOD.

11.3 Required Improvements. The Required Improvements are to be privately owned and maintained by Developer; provided however, the City may, upon written notice to Developer, accept and take title to the Required Improvements by City Council Resolution at no cost for a period of three (3) years from the end of the warranty period set forth in Section 10.2. Until such time as the Required Improvements are accepted by the City, Developer 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 the Required Improvements constructed under this Agreement by Developer shall vest absolutely in the City upon acceptance 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, Developer shall supply the City with appropriate lien releases, at no cost to and in a form acceptable to the City.

12. Reimbursement. Following acceptance by City of the Dedicated Land, Developer shall be eligible for reimbursement for the Dedicated Land in accordance with the terms of that certain "Dedicated Land Reimbursement Agreement" by and between the City and the Developer dated the same date herewith. Except as otherwise provided in this Section 12, Developer shall not be entitled to any payment, fee credit or reimbursement for any direct or indirect cost associated with the Dedicated Land or the design, development or construction of the Required Improvements.

13. Release of Security.

13.1 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.

13.2 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 may expressly 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.

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

14. Inspection and Other Fees. The Developer 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 Project and its development, and this Agreement shall in no way exonerate or relieve the Developer from paying such other applicable fees, charges, and/or costs.

15. Defense, Indemnification and Hold Harmless.

15.1 The Developer 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, any permits, and/or the construction of the Required Improvements by the Developer, contractor or any subcontractor, or of any person directly or indirectly employed by, or acting as agent for the Developer, contractor or any subcontractor, save and except those matters arising from the sole, active negligence of the City.

15.2 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 Developer from liability under this defense, indemnification and hold harmless provision.

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

16. Environmental Warranty.

16.1 Warranty. Prior to the acceptance of any dedications or improvements by City, Developer shall certify and warrant that: neither the Property nor Developer are in violation of any environmental law and neither the Project nor the Developer 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 Developer nor any third party will use, generate, manufacture, produce, or release, on, under, or about the Property, any hazardous substance, except in compliance with all applicable environmental laws. Developer has not caused or permitted the release of, and has no knowledge of the release or presence of, any hazardous substance on the Property or the migration of any hazardous substance from or to any other property adjacent to, or in the vicinity of, the Property. Developer's prior and present use of the Property has not resulted in the release of any hazardous substance on the Property. Developer shall give prompt written notice to City at the address set forth herein of:

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

16.1.2 Any claims made or threatened by any third party against City or the Project relating to any loss or injury resulting from any hazardous substance; and

16.1.3 Developer's discovery of any occurrence or condition on any property adjoining or in the vicinity of the Project that could cause the Project 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.

16.2 Definitions. 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.

17. Developer's Insurance. Before signing this Agreement, Developer shall have obtained all insurance required under this Section and such insurance shall have been approved by the City Attorney as to form and sufficiency. Developer 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, Developer shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

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

17.2 Commercial General Liability Insurance. Developer 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, Developer 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 Developer's or any contractor's or subcontractor's operations hereunder, whether such operations are by Developer or any contractor or subcontractor or by anyone directly or indirectly employed by either Developer or any contractor or subcontractor. The insurance shall be in an amount not less than one million dollars (\$1,000,000) per occurrence.

17.3 Endorsements. Promptly upon execution of this Agreement and prior to commencement of any work, the Developer 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 Developer 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, Developer 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 Developer.

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

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 Developer, 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, Developer 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 Developer 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 Developer can be notified, then the City may, at its option, make the necessary repairs or replacements or perform the necessary work, and Developer 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. Developer Not Agent of City. Neither Developer nor any of Developer's agents, contractors, or subcontractors are or shall be considered to be agents of the City in connection with the performance of Developer's obligations under this Agreement.

21. Notice of Breach and Default. The following shall constitute a default under this Agreement: If Developer fails to meet any timelines set forth herein, or 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 Developer should be adjudged bankrupt, or Developer should make a general assignment for the benefit of Developer's creditors, or if a receiver should be appointed in the event of Developer's insolvency; or if Developer or any of Developer's contractors, subcontractors, agents or employees should violate any of the provisions of this Agreement. In the event of Developer's default, Developer shall be deemed to be in breach of this Agreement and the City may serve written notice upon Developer and Developer's surety, if any, of the breach of this Agreement. For failure by Developer to submit any required plans or obtain any required approvals by the deadlines set forth in Section 1 herein, Developer shall have seven (7) days from receipt of written notice by City to cure the default. Developer shall have thirty (30) days from receipt of written notice by City to cure any other default.

22. Breach of Agreement; Performance By Surety or City.

(a) Failure to Submit Plans or Obtain Approvals. In the event Developer is in default under this Agreement for failure to timely submit any required plans or obtain any required approvals by the deadlines set forth in Section 1 herein, and the applicable cure period set forth in Section 21 has expired without such default having been cured by Developer, then upon written notice by the City, the City may proceed to collect against the improvement security as set forth in Section 22(c) below and complete the design plans.

(b) Failure to Complete Improvements after Receipt of Approvals. In the event Developer is in default under this Agreement for failure to timely complete the Required Improvements after receiving the required design approvals, and the applicable cure period set forth in Section 21 has expired without such default having been cured by Developer, the City may thereafter deliver a notice of breach to Developer'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 Developer, and the Developer'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 Developer as may be on the site of the work and necessary therefor, and accept dedication of the Dedicated Land. The remedy provided by this Section 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 Developer's obligations under this Agreement. In addition to any other remedy the City may have, a breach of this Agreement by the Developer shall constitute consent to the filing by the City of a notice of violation against the Property. Developer agrees that the choice of remedy or remedies for Developer's breach shall be in the discretion of the City.

(c) Other Forms of Security. 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. The City may then accept the Dedicated Land and use the improvement security to take over the design and/or construction 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 Developer, and Developer shall be liable to the City for any excess cost or damages incurred by the City. In such an event, Developer shall not be issued a temporary certificate of occupancy or a certificate of occupancy from the City for the Project until all costs and damages are paid to the City.

23. 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 Avenue
West Sacramento, CA 95691

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

801 Riverfront Property Owner, LLC
c/o CA Ventures
130 E. Randolph Street, Suite 2100
Chicago, Illinois 60601
Attn: _____

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.

24. 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.

25. 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.

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

27. 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 an already existing public right-of-way or easement, no construction or installation shall be commenced before:

27.1 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

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

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

28. Compliance with Laws. Developer, 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.

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

30. 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.

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

32. 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, in the form attached as **Exhibit D**, attached hereto. This Agreement shall constitute a covenant running with the land and an equitable servitude upon the real property of the Project.

33. 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.

34. 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.

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

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

37. 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.

(Signatures on Next Page)

IN WITNESS WHEREOF, the parties hereto are executing this Agreement on the dates set forth below.

“CITY”

“DEVELOPER”

CITY OF WEST SACRAMENTO,
a municipal corporation

801 Riverfront Property Owner, LLC
a Delaware limited liability company

By: _____

By: _____

Name: **Martha Guerrero**

Name: _____

Title: Mayor

Title: _____

Dated: January __, 2021

Dated: January __, 2021

ATTEST:

Yashin Abbas, City Clerk

APPROVED AS TO FORM:

Jeffrey Mitchell, City Attorney

EXHIBIT A

(Legal Description of Property)

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:

The following real property as described in that certain Certificate of Compliance recorded August 13, 2018, Instrument No. 2018-0019038, Official Records:

All that land property situated In the City of Well Sacramento, County of Yolo, State of California, being Parcel No. 2 of Document No. 2009-0039661.00 together with Parcel 3 of Document No. 2009-0039661-00, excepting therefrom that property granted to the City of West Sacramento per Document No. 2010-0026071, together with Parcel No. 19 of Document 2009-0039660-00, together with Parcel No. 39 of Record of Survey, 2009 Maps 61, Yolo County Records, Yolo County, California, being more particularly decibel as follows:

LOT I

Beginning at the Northwest corner of said Parcel No. 2, said point being on the easterly right-of-way of Riverfront Street, thence the following seven (7) courses:

- 1) Leaving said easterly Right-of-Way, North 72°56'18" East, 389.19 feet;
- 2) Thence South 17°45'37" West, 268.06 feet;
- 3) Thence South 22°29'37" West, 517.79 feet;
- 4) Thence North 65°47'01" West, 189.83 feet;
- 5) Thence North 24°22'23" East, 157.64 feet;
- 6) Thence North 65°37'37" West, 149.80 feet to a point on the easterly Right-of-Way of Riverfront Street;
- 7) Thence along said Right-of-Way, North 24°22'23" East, 369.11 feet to the Point of Beginning.

Excepting therefrom all minerals and all mineral rights of every kind and character now known to exist or hereinafter discovered, including, without limiting the generality right to explore for, remove and dispose of said minerals by any means or methods subtle to grantor, its successors and assigns, but without entering upon or using the surface of the property, and in such manner as not to damage the surface of said lands or to interfere with the use thereof by grantees, their heirs, successors or assigns, as reserved by Union Pacific Railroad Company, in the Deed recorded November 17, 1998, instrument No. 98-0033818, Official Records.

Also excepting therefrom all oil, gas, minerals, and other hydrocarbon substances lying below a depth of 500 feet from the surface of said land, but without the right of entry upon any portion of the surface above a depth of 500 feet, as reserved in the Deed recorded December 8, 1980 in Book 1451 Page 312, Official Records.

Further excepting therefrom for the purpose and with exclusive right of prospecting, drilling, mining and operating for geothermal steam and geothermal fluids, including all energy, minerals, gasses and other substances "except oil and hydrocarbon gas" of

whatsoever kind of nature contained therein or produced in connection therewith, and producing, taking, storing, removing and disposing of such substances and uses and purposed incidental thereto, without the right of surface entry to a depth of 250 feet downward from the surface thereof, as reserved in deed recorded December 9, 2090 in Book 1451 Page 312, Official Records.

Exhibit B

(City Approval Letter)



November 29, 2018

Gregg J. Herrington
Yackzan Group, Inc
Sent via email: gregg@yackzangroup.com

RE: 805 Riverfront Street (West) Riverwalk Landscaping

Dear Mr. Herrington:

The City of West Sacramento Design Review Administrator (DRA) reviewed the West Offsite Design Concept prepared by Quadriga and submitted by you on Monday November 26, 2018. The plan was reviewed for conformance with the design review project specific condition #1 which is as follows:

Project Specific Condition #1: Prior to building permit issuance, final plans of the privately-owned Riverwalk landscaping frontage shall be submitted and approved by the Community Development Director. The landscaping must be compliant with Guidelines 3.1, 3.2 and 3.3 of Volume 4 of the Bridge District Specific Plan and Goal 4 of the BDSP Volume 1. The landscaping and Riverwalk frontage improvements must assist in promoting recreational activities along the waterfront and creating a regional waterfront destination. Distributed recreational elements such as street furniture, water features, play areas and public art, as well as support services (e.g. public restrooms, pedestrian lighting, creative pedestrian and cyclist wayfinding) shall be provided. Fencing constructed must not be easily climbable and must be visually permeable and inconspicuous.

The DRA determined the submitted conceptual landscape plan meets the minimum requirements of the above condition. If the area on the plan is not acquired by the City it should be in built in substantial compliance with the submitted conceptual landscape plan.

If you have any questions, please contact me at (916)-617-4645 or via email at charlineh@cityofwestsacramento.org.

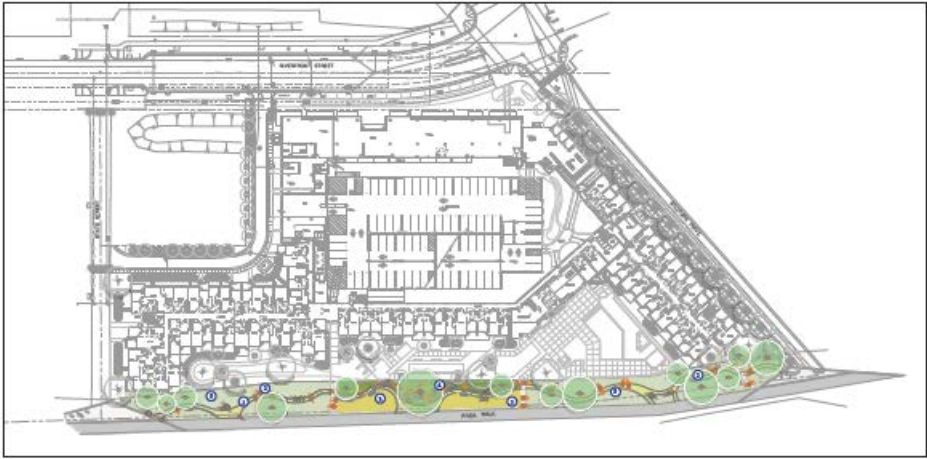
Sincerely,



Charline Hamilton, Director of Community Development/
Design Review Administrator

Attachment

1. West Offsite Design Concept
-



SITE NARRATIVE

The site narrative describes the vision for the site, which is a vibrant, multi-use community space. The site is located in the heart of the city, surrounded by existing buildings and infrastructure. The vision is to create a space that is both functional and aesthetically pleasing, providing a place for people to gather, relax, and enjoy the outdoors. The site plan shows the layout of the buildings, parking lots, and landscaped areas, with callouts 1 through 6 highlighting key features and design elements.

SITE CALLOUTS

- 1. Community gathering area
- 2. Walkway
- 3. Water feature
- 4. Seating area
- 5. Plantings
- 6. Lighting

SITE IMAGERY



Exhibit C

(See attached Irrevocable Offer of Dedication)

**NO FEE DOCUMENT
GOVERNMENT CODE SECTION 27383**

When Recorded Return To:

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

THIS SPACE FOR RECORDER'S USE ONLY

IRREVOCABLE OFFER OF DEDICATION

(West Public Access Easement)

This Irrevocable Offer of Dedication is dated and effective as of January ____, 2021, and made by **801 Riverfront Property Owner, LLC**, a Delaware limited liability company ("Offeror") to the **City of West Sacramento**, a municipal corporation ("City") (hereinafter Offeror and City are collectively referred to as the "Parties").

RECITALS

A. Offeror holds fee title to certain real property in the City of West Sacramento, County of Yolo, State of California, as legally described in **Exhibit A**, attached hereto and incorporated herein (the "Property").

B. In that certain Deferred Frontage Improvement Agreement between the Parties dated January ____, 2021 (the "Agreement"), Offeror agreed to provide an irrevocable offer of dedication to the City for a public access easement over a portion of Offeror's Property.

C. In accordance with the terms of the Agreement, Offeror desires to make an offer to dedicate, irrevocably, to the City, a public access easement in the area of the Property generally depicted in **Exhibit B**, attached hereto and incorporated herein (the "Easement Area"), subject to the terms set forth herein.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. **Dedication**. Offeror does hereby irrevocably offer to dedicate to the City an easement for public access on, over and under the area of the Property depicted in **Exhibit B**.

2. **Acceptance**. Prior to acceptance of this dedication, the City shall prepare a legal description in recordable form for the area of the Property depicted in **Exhibit B**. The legal acceptance of this offer to dedicate the Property shall be deemed to occur as of the date of the Public Access Easement, in the form attached hereto and incorporated herein by reference as **Exhibit C**, is accepted by the City and is recorded with the Yolo County Clerk-Recorder.

3. **Successors and Assigns**. This instrument shall bind and inure to the benefit of the respective heirs, executors, administrators, personal representatives, successors and assigns of the Parties.

IN WITNESS WHEREOF, the Parties have executed this offer to dedicate on the day and year first above written.

OFFEROR:

801 Riverfront Property Owner, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

CITY:

City of West Sacramento,
a California municipal corporation

By: _____
Aaron Laurel, City Manager

APPROVED AS TO FORM:

By: _____
Jeffrey A. Mitchell, Legal Counsel

CERTIFICATE OF ACCEPTANCE

This is to certify that the Irrevocable Offer of Dedication dated January ____, 2021 from **801 Riverfront Property Owner, LLC**, a Delaware limited liability company, to the **City of West Sacramento**, a municipal corporation, is hereby accepted by the undersigned officer or agent on behalf of the West Sacramento City Council pursuant to authority conferred by Resolution 03-19 adopted March 5, 2003, by the City Council of the City of West Sacramento, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: January __, 2021

By: _____
Yashin Abbas, City Clerk

CERTIFICATE OF ACKNOWLEDGMENT

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

State of California)
)
County of _____)

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(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 _____ (Seal)

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 _____)

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(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 _____ (Seal)

Exhibit A to IOD

(Legal Description of Property)

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:

The following real property as described in that certain Certificate of Compliance recorded August 13, 2018, Instrument No. 2018-0019038, Official Records:

All that land property situated In the City of Well Sacramento, County of Yolo, State of California, being Parcel No. 2 of Document No. 2009-0039661.00 together with Parcel 3 of Document No. 2009-0039661-00, excepting therefrom that property granted to the City of West Sacramento per Document No. 2010-0026071, together with Parcel No. 19 of Document 2009-0039660-00, together with Parcel No. 39 of Record of Survey, 2009 Maps 61, Yolo County Records, Yolo County, California, being more particularly described as follows:

LOT 1

Beginning at the Northwest corner of said Parcel No. 2, said point being on the easterly right-of-way of Riverfront Street, thence the following seven (7) courses:

- 1) Leaving said easterly Right-of-Way, North 72°56'18" East, 389.19 feet;
- 2) Thence South 17°45'37" West, 268.06 feet;
- 3) Thence South 22°29'37" West, 517.79 feet;
- 4) Thence North 65°47'01" West, 189.83 feet;
- 5) Thence North 24°22'23" East, 157.64 feet;
- 6) Thence North 65°37'37" West, 149.80 feet to a point on the easterly Right-of-Way of Riverfront Street;
- 7) Thence along said Right-of-Way, North 24°22'23" East, 369.11 feet to the Point of Beginning.

Excepting therefrom all minerals and all mineral rights of every kind and character now known to exist or hereinafter discovered, including, without limiting the generality right to explore for, remove and dispose of said minerals by any means or methods subtle to grantor, its successors and assigns, but without entering upon or using the surface of the property, and in such manner as not to damage the surface of said lands or to interfere with the use thereof by grantees, their heirs, successors or assigns, as reserved by Union Pacific Railroad Company, in the Deed recorded November 17, 1998, instrument No. 98-0033818, Official Records.

Also excepting therefrom all oil, gas, minerals, and other hydrocarbon substances lying below a depth of 500 feet from the surface of said land, but without the right of entry upon any portion of the surface above a depth of 500 feet, as reserved in the Deed recorded December 8, 1980 in Book 1451 Page 312, Official Records.

Further excepting therefrom for the purpose and with exclusive right of prospecting, drilling, mining and operating for geothermal steam and geothermal fluids, including all energy, minerals, gasses and other substances "except oil and hydrocarbon gas" of whatsoever kind of nature contained therein or produced in connection therewith, and producing, taking, storing, removing and disposing of such substances and uses and purposes incidental thereto, without

the right of surface entry to a depth of 250 feet downward from the surface thereof, as reserved in deed recorded December 9, 2090 in Book 1451 Page 312, Official Records.

Exhibit B to IOD

(Depiction of Easement Area)

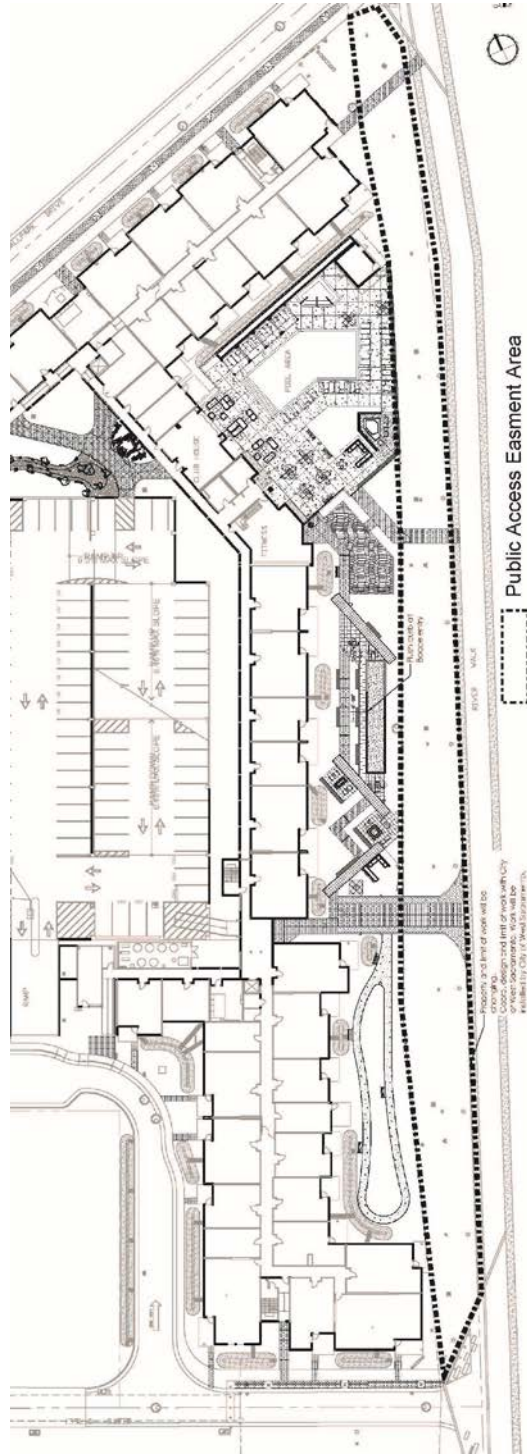


Exhibit C to IOD

(See Attached Form of Public Access Easement)

**NO FEE DOCUMENT
GOVERNMENT CODE SECTION 27383**

Recording Requested By and
When Recorded Mail To:

City of West Sacramento
1110 West Capitol Ave., 3rd Floor
West Sacramento, CA 95691
Attn: City Clerk

The Above Space For Recorder's Use Only

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

PUBLIC ACCESS EASEMENT

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged,

801 Riverfront Property Owner, LLC, a Delaware limited liability company ("Grantor"), as owner of that certain real property located in the City of West Sacramento, County of Yolo, State of California, hereby grants to the **City of West Sacramento**, a municipal corporation ("Grantee"), an exclusive easement and right-of-way for a public access way in, upon, over, under and across that certain real property legally described on **Exhibit A** and depicted in **Exhibit B** (the "Easement Area"), attached hereto and incorporated herein.

Grantor retains the right to use the Easement Area in any lawful manner that does not unreasonably interfere with Grantee's use of the Easement Area for public access purposes or use of the frontage improvements; provided, however, that Grantor shall not place or permit to be placed within the Easement Area any improvements with any significant vertical component, including but not limited to any buildings or structures, unless otherwise approved by Grantee in Grantee's sole and absolute discretion.

Grantor shall be responsible for maintenance of the Easement Area or improvements until such time, if ever, Grantee accepts title to the improvements within the Easement Area. Upon such an event, Grantee shall be responsible for maintenance of the Easement Area and improvements, and shall have the right to construct, replace, remove, maintain, operate or modify the improvements therein, including but not limited to, lighting and utilities; provided that Grantee shall not construct stand-alone public restrooms.

Grantee shall indemnify, defend, and hold Grantor harmless from and against any and all costs, claims, damages, losses, or liabilities (including, without limitation, court costs and reasonable attorney's fees) arising out of or connected in any manner with Grantee's use of the easement area, except to the extent such loss or damage caused by the gross negligence or willful misconduct of Grantor. Grantor shall indemnify, defend, and hold Grantor harmless from and

against any and all costs, claims, damages, losses, or liabilities (including, without limitation, court costs and reasonable attorney's fees) arising out of or connected in any manner with Grantor's use of the Easement Area, except to the extent such loss or damage caused by the negligence or willful misconduct of Grantee.

(Signatures on Next Page)

Executed this ____ day of _____, 20__.

GRANTOR:

801 Riverfront Property Owner, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

GRANTEE:

City of West Sacramento,
a California municipal corporation

By: _____
Aaron Laurel, City Manager

Exhibit A to Public Access Easement

(Legal Description of Easement Area)

Exhibit B to Public Access Easement

(Depiction of Easement Area)

CERTIFICATE OF ACKNOWLEDGMENT

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

State of California)
)
County of _____)

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(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 _____ (Seal)

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 _____)

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(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 _____ (Seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Public Access Easement dated _____, 20__ from **801 Riverfront Property Owner, LLC**, a Delaware limited liability company, to the **City of West Sacramento**, a municipal corporation, is hereby accepted by the undersigned officer or agent on behalf of the West Sacramento City Council pursuant to authority conferred by Resolution ____ adopted _____ by the City Council of the City of West Sacramento, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 20__

By: _____
Yashin Abbas, City Clerk

Exhibit D

(See attached Memorandum of Agreement)

**No recording fee required pursuant to
Government Code Section 27383**

Recording Requested by and
When Recorded Return to:

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made this ___ day of January, 2021, by and between the **City of West Sacramento**, a California municipal corporation ("City") and **801 Riverfront Property Owner, LLC**, a Delaware limited liability company ("Developer"), collectively referred to as the "Parties."

City and Developer are Parties to that certain "Deferred Frontage Improvement Agreement" dated January ___, 2021, the terms and conditions of which are made a part hereof as though fully set forth herein, and which Agreement controls the development of that certain real property, including any improvements and personal property, situated in the County of Yolo, State of California, APN 058-320-086, legally described as follows:

[See **Exhibit A**]

"CITY"

"DEVELOPER"

City of West Sacramento,
a municipal corporation,

801 Riverfront Property Owner, LLC,
a Delaware limited liability company

By: _____
Name: **Martha Guerrero**
Title: Mayor

By: _____
Name: _____
Title: _____

Acknowledgment

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

State of California)
)
County of _____)

On _____ before me, _____, a 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.

Signature _____

(Seal)

Acknowledgment

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

State of California)
)
County of _____)

On _____ before me, _____, a 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.

Signature _____ (Seal)

Exhibit A to Memorandum of Agreement

(Legal Description of Property)

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:

The following real property as described in that certain Certificate of Compliance recorded August 13, 2018, Instrument No. 2018-0019038, Official Records:

All that land property situated In the City of Well Sacramento, County of Yolo, State of California, being Parcel No. 2 of Document No. 2009-0039661.00 together with Parcel 3 of Document No. 2009-0039661-00, excepting therefrom that property granted to the City of West Sacramento per Document No. 2010-0026071, together with Parcel No. 19 of Document 2009-0039660-00, together with Parcel No. 39 of Record of Survey, 2009 Maps 61, Yolo County Records, Yolo County, California, being more particularly described as follows:

LOT I

Beginning at the Northwest corner of said Parcel No. 2, said point being on the easterly right-of-way of Riverfront Street, thence the following seven (7) courses:

- 1) Leaving said easterly Right-of-Way, North 72°56'18" East, 389.19 feet;
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- 5) Thence North 24°22'23" East, 157.64 feet;
- 6) Thence North 65°37'37" West, 149.80 feet to a point on the easterly Right-of-Way of Riverfront Street;
- 7) Thence along said Right-of-Way, North 24°22'23" East, 369.11 feet to the Point of Beginning.

Excepting therefrom all minerals and all mineral rights of every kind and character now known to exist or hereinafter discovered, including, without limiting the generality right to explore for, remove and dispose of said minerals by any means or methods subtle to grantor, its successors and assigns, but without entering upon or using the surface of the property, and in such manner as not to damage the surface of said lands or to interfere with the use thereof by grantees, their heirs, successors or assigns, as reserved by Union Pacific Railroad Company, in the Deed recorded November 17, 1998, instrument No. 98-0033818, Official Records.

Also excepting therefrom all oil, gas, minerals, and other hydrocarbon substances lying below a depth of 500 feet from the surface of said land, but without the right of entry upon any portion of the surface above a depth of 500 feet, as reserved in the Deed recorded December 8, 1980 in Book 1451 Page 312, Official Records.

Further excepting therefrom for the purpose and with exclusive right of prospecting, drilling, mining and operating for geothermal steam and geothermal fluids, including all energy, minerals, gasses and other substances "except oil and hydrocarbon gas" of whatsoever kind of nature contained therein or produced in connection therewith, and producing, taking, storing, removing and disposing of such substances and uses and purposes incidental thereto, without

the right of surface entry to a depth of 250 feet downward from the surface thereof, as reserved in deed recorded December 9, 2090 in Book 1451 Page 312, Official Records.

DEDICATED LAND REIMBURSEMENT AGREEMENT

This Dedicated Land Reimbursement Agreement ("Agreement") is made January ____, 2021, by and between the **City of West Sacramento**, a California municipal corporation ("City"), and **801 Riverfront Property Owner, LLC**, a Delaware limited liability company ("Developer").

RECITALS

A. The City and Developer, as successor in interest to Bridge District Riverfront, LLC, have entered into a Development Agreement dated July 27, 2010 ("**Development Agreement**") in connection with Developer's planned development of a multi-family apartment unit project in the City of West Sacramento, County of Yolo, as more particularly described in the Development Agreement, APN 058-320-086 (the "**Project**"). Except as otherwise specifically defined herein, all capitalized terms contained in this Agreement shall have the same meaning as set forth in the Development Agreement.

B. As agreed upon in the Development Agreement and that certain Deferred Frontage Improvement Agreement dated January ____, 2021 ("**Improvement Agreement**"), Developer has agreed to do the following in connection with the Project:

1. Design, construct, finance and install certain private frontage improvements, necessary to serve the Project (the "**Improvements**"), which improvements; and
2. Dedicate land in connection with construction of the frontage Improvements to allow public access to the Improvements (the "**Dedicated Land**").

C. "**Reimbursable Costs**" are defined to be the Dedicated Land upon which the Improvements are constructed. These Reimbursable Costs are described, and the estimated amount of reimbursement to which Developer is eligible (the "**Reimbursable Amount**") is shown, in **Exhibit A**.

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

AGREEMENT

1. Incorporation of Recitals. The Recitals set forth above are true and correct and are hereby incorporated in full.
2. Reimbursable Amount. The Reimbursable Amount is shown in Exhibit A, which may be modified by mutual written consent of both parties in accordance with Section 4.8. The City Manager (or his or her designee) is authorized to approve such modification if cumulatively the modifications do not increase the estimated Reimbursable Amount by more than twenty percent (20%). The final amount Developer will be eligible to receive for the Reimbursable Amount will be determined according to the Improvement Agreement, which provides that Developer is eligible for reimbursement of the Dedicated Land at Six Dollars (\$6.00) per square foot based upon survey to be completed by the Developer and approved by the City.
3. Method of Reimbursement. The Developer shall be eligible to receive reimbursement for the Reimbursable Amount through a combination of: (1) the refund of applicable CFD 27 Bridge District One Time Special Taxes it has paid for the Project ("Tier 1 Payments"), if any; (2) credits

against future CFD 27 Bridge District One Time Special Taxes to be paid by Developer for the Project ("Tier 2 Credits"), and (3) payment to the Developer by the City from CFD 27 Bridge District One Time Special Taxes paid by other projects in the Bridge District ("Tier 3 Reimbursements"), and IFD 1 Taxes, all as more specifically set forth below. In all cases, reimbursement shall come only from the CFD 27 Bridge District One Time Special Taxes, IFD 1 Taxes, or components thereof.

3.1 Refund of CFD 27 Bridge District One Time Special Taxes Paid by Developer for the Project (Tier 1 Payments). At the time of this Agreement, the Developer has not obtained building permits, nor paid the applicable CFD 27 Bridge District One Time Special Taxes for the Project. If the Developer pays any CFD 27 Bridge District One Time Special Taxes for the Project prior to the City's acceptance of the Dedicated Land per the terms of dedication in the Improvement Agreement, Developer will be eligible for Tier 1 Payments subject to the timing condition contained in Section 3.5, up to the amount shown in Exhibit A.

3.2 Fee Credits on Future Building Permits (Tier 2 Credits). To the extent Developer is not fully reimbursed from payments made pursuant to Section 3.1 above, Developer shall be entitled to credit against future CFD 27 Bridge District One Time Special Taxes to be paid by Developer for the Project, or for other projects for which the Developer would otherwise be required to pay the applicable CFD 27 Bridge District One Time Special Taxes, up to the balance of the unreimbursed portion of the amount shown in Exhibit A.

3.3 Reimbursement from Future Development (Tier 3 Reimbursements). To the extent Developer is not fully reimbursed from payments made pursuant to Section 3.1 or 3.2, Developer shall be eligible to be reimbursed from eligible future CFD 27 Bridge District One Time Special Tax revenue from other Bridge District development projects, subject to the following:

The City shall be obligated to make reimbursements under this Section 3.3 only when and to the extent the City collects CFD 27 Bridge District One Time Special Taxes from other property owners in the Bridge District as they develop their properties.

In accordance with Section 16.48.040 of the West Sacramento Municipal Code, and notwithstanding any other provision of this Agreement, City shall not be required to make reimbursements under this Section 3.3 until the limitations period for instituting court action to seek a refund of such fees paid under protests has passed, and no court action has been instituted; in the event court action is instituted, City shall not pay over such funds to the Developer until the court action has been finalized and the authority of the City to collect such charges has been sustained. Furthermore, City shall have the right to turn over the defense of any action seeking refund of amounts paid under protest to the Developer; if the Developer fails to undertake the defense of the action at Developer's own expense, City may stipulate to return of the funds so paid under protest, and City shall not be further obligated to Developer as to any such funds so refunded. In the event a court action is maintained to prevent City from collecting such funds, City shall have the right to turn over defense of that action to the Developer, who shall agree to hold City harmless from any and all liability thereunder; in the event the Developer fails to undertake defense of the action at Developer's sole expense, City may stipulate to cease collecting such funds, or enter into any other settlement of the litigation acceptable to City, and Developer shall lose any right to reimbursement under this Agreement.

3.4 Reimbursement from IFD 1 Taxes. To the extent Developer is not fully reimbursed from payments made pursuant to Section 3.1, Developer shall be eligible to be reimbursed from eligible IFD 1 Taxes for backbone improvements only, which include the Dedicated Land, excluding underground utilities and joint trenching, subject to the following:

The City shall be obligated to make reimbursements under this Section 3.3 only when and to the extent the City collects IFD 1 Taxes from other property owners in the Bridge District as they develop their properties and only from revenues that were generated by projects completed after 2017.

In accordance with Section 16.48.040 of the West Sacramento Municipal Code, and notwithstanding any other provision of this Agreement, City shall not be required to make reimbursements under this Section 3.4 until the limitations period for instituting court action to seek a refund of such fees paid under protests has passed, and no court action has been instituted; in the event court action is instituted, City shall not pay over such funds to the Developer until the court action has been finalized and the authority of the City to collect such charges has been sustained. Furthermore, City shall have the right to turn over the defense of any action seeking refund of amounts paid under protest to the Developer; if the Developer fails to undertake the defense of the action at Developer's own expense, City may stipulate to return of the funds so paid under protest, and City shall not be further obligated to Developer as to any such funds so refunded. In the event a court action is maintained to prevent City from collecting such funds, City shall have the right to turn over defense of that action to the Developer, who shall agree to hold City harmless from any and all liability thereunder; in the event the Developer fails to undertake defense of the action at Developer's sole expense, City may stipulate to cease collecting such funds, or enter into any other settlement of the litigation acceptable to City, and Developer shall lose any right to reimbursement under this Agreement.

3.5 Timing of Reimbursement; Payment of Interest.

Subject to the limitations set forth in Section 3.3, 3.4 and 3.6, Developer shall be eligible for reimbursement under this Agreement ninety (90) days following the last to occur of: i) acceptance by the City of the Dedicated Land in accordance with the Development Agreement and Improvement Agreement; and ii) full execution of this Agreement (the "**Date of Eligibility**"). The parties agree that Date of Eligibility determines the earliest point at which Developer may be eligible to receive a reimbursement payment, but does not guarantee reimbursement or determine relative priority for receipt of reimbursement as between Developer and other parties eligible for reimbursement from CFD 27 Bridge District One Time Special Taxes or IFD 1 Taxes.

No interest shall be paid: i) on any CFD 27 Bridge District One Time Special Taxes or IFD 1 Taxes paid by Developer at the time of final inspection of the Project and held until the Date of Eligibility; nor ii) on Reimbursable Costs prior to the Date of Eligibility.

Following the Date of Eligibility, interest will accrue on the un-reimbursed balance of the final Reimbursable Amount at a rate equal to the Bridge District One-Time Special Tax Escalation Factor as defined and provided in the "Rate and Method of Apportionment for CFD 27," approved by the West Sacramento City Council through the adoption on February 3, 2010, of the Resolution of Formation for CFD 27.

3.6 Acknowledgment of Other Developer Reimbursement Agreements and Uses of CFD 27 One Time Special Tax Revenue. As set forth in Section 9.2 of the Development Agreement, the Developer acknowledges and agrees that this Agreement does not guarantee reimbursement of CFD 27 Bridge District One Time Special Taxes or IFD 1 Taxes. The Developer acknowledges and agrees that the City finances the development of other public improvements and land dedications in a manner similar to that set forth in this Agreement, and as a result, some or all of the CFD 27 Bridge District One Time Special Taxes and IFD 1 Taxes that the City will collect or be entitled to collect from other Bridge District developments may be used to reimburse other Bridge District developers for eligible public improvements constructed by them and land dedicated by them. In

addition, the City may contract directly for the construction of Bridge District public improvements using available or anticipated CFD 27 Bridge District One Time Special Taxes or IFD 1 Taxes. Consequently, the City makes no representation or warranty concerning the availability or sufficiency of future CFD 27 Bridge District One Time Special Taxes or IFD 1 Taxes to provide full reimbursement to the Developer.

4. General.

4.1 Scope of Agreement. This Agreement shall not be construed to limit the right of the City to enlarge, relocate, alter or extend any public improvements, nor shall it be construed as a grant to the Developer of any right to any specific capacity in or to those improvements.

4.2 Successors and Assigns. Each and every provision of this Agreement shall be binding and inure to the benefit of the successors in interest of the Parties hereto.

4.3 Location of Parties. It shall be Developer's responsibility to keep City apprised of Developer's address during the term of this Agreement. In the event the City is unable to locate the Developer at the time that any of the fees are actually collected, the City shall hold such fees for the benefit of the Developer or its successor or assignee until the expiration of this Agreement. Upon the expiration of this Agreement, any fees not reimbursed to the Developer shall escheat to the City and the City shall be free and clear of any obligation to the Developer.

4.4 Term. This Agreement shall in all cases expire six (6) years after the date of execution. After such expiration, all of the rights and entitlements of the Developer shall be null and void and Developer shall have no further right to reimbursement for any Reimbursable Cost or interest thereon.

4.5 Integration. This is an integrated Agreement containing all of the consideration, understandings, promises and covenants exchanged between the parties.

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

4.7 Choice of Law and Venue. This Agreement shall be interpreted under and governed by the laws of the State of California, except for those provisions preempted by federal law. However, the laws of the State of California shall not be applied to the extent that they would require or allow the court to use the laws of another state or jurisdiction. All parties to this Agreement agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the County of Yolo or the United States District Court for the Eastern District of California.

4.8 Amendment. This Agreement cannot be altered, amended or modified in any way without the express written consent of each party hereto or their authorized successor in interest.

4.9 Time is of Essence. Time is of the essence for this Agreement.

4.10 Notice. Notices under this Agreement shall be deemed given when delivered by First Class Mail, Postage Prepaid, as follows:

City:

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

Developer:

801 Riverfront Property Owner, LLC
c/o CA Ventures
130 E. Randolph Street, Suite 2100
Chicago, Illinois 60601

4.11 Indemnification. Developer shall indemnify, protect and defend the City, its officers, directors, employees and agents, and hold them harmless from any and all claims and liability for bodily injury, death and property damage (“Losses”) arising out of or related to this Agreement or the acts or omissions of City or Developer, or their its officers, employees, agents or independent contractors, and for any and all costs incurred by the City in defending against such claims, including investigator’s, witness and attorneys’ fees and court costs, provided that Developer shall not be obligated to indemnify, protect or defend the City from Losses that arise from gross negligence or willful misconduct of City, its officers, employees, agents or contractors. This Section 4.11 shall survive the termination of this Agreement, irrespective of the reason for its termination.

4.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same Agreement.

(Signatures on Next Page)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by the City and the Developer as follows:

“DEVELOPER”

CITY OF WEST SACRAMENTO,
a municipal corporation

801 Riverfront Property Owner, LLC,
a Delaware limited liability company

By: _____
Name: **Martha Guerrero**
Title: Mayor

By: _____
Name: _____
Title: _____

Dated: January __, 2021

Dated: January __, 2021

ATTEST:

Yashin Abbas, City Clerk

APPROVED AS TO FORM:

Jeffrey Mitchell, City Attorney

Exhibit A
Reimbursable Costs and Reimbursable Amount

Reimbursable Cost	Source of Reimbursement	Amount
I. Public Improvements		
N/A		\$ _____
II. Land Dedications		
Right of Way	CFD 27 Bridge District One Time Special Taxes or IFD 1 Taxes	\$6 per sq. ft.
Total		\$TBD

Notes: Final amount to be determined by future survey

DEFERRED FIRE ACCESS IMPROVEMENT AGREEMENT

This Deferred Fire Access Improvement Agreement ("Agreement") is made and entered into January __, 2021 ("Effective Date"), by and between the **City of West Sacramento**, a California municipal corporation ("City") and **801 Riverfront Property Owner, LLC**, a Delaware limited liability company ("Developer").

RECITALS

A. Developer is the owner of certain real property located within the City of West Sacramento, County of Yolo, State of California, APN 058-320-086, legally described in **Exhibit A**, attached hereto and incorporated herein ("Property").

B. In connection with the development of an apartment project on the Property ("Project"), Developer is required to construct public safety fire access road improvements in accordance with the permit letter from the City dated December 16, 2020, attached hereto and incorporated herein as **Exhibit B** ("Permit Letter").

C. Developer is not able to commence the construction of the fire access road improvements at this time, as a permit is needed from the Central Valley Flood Protection Board ("CVFPB") and possible from the United States Army Corps of Engineers ("USACE"), which will take time to acquire.

D. The parties therefore mutually desire to defer the construction of fire access improvements to a later date to be determined by the City.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. Performance of Work. Developer agrees to furnish, construct, and install at the Developer's own expense the Required Improvements defined below. The plans and specifications of the Required Improvements may be modified by the Developer as the development progresses, subject to written approval of the City Engineer.

(a) Required Improvements. The required improvements include the public safety fire access road improvements in the area shown in **Exhibit C**, attached hereto and incorporated herein, along with any changes or modifications as may be required by the City Engineer, or his/her designee, due to errors, omissions, or changes in conditions, if and when the Project proceeds to construction (the "Required Improvements"). The total estimated value of the Required Improvements as determined by the City Engineer is One Hundred Thousand Dollars (\$100,000.00). The Required Improvements subject to this Agreement do not include the frontage improvements required for the Project, which are subject to a separate agreement.

(b) Final Design and Approval Milestones.

(i) Final Design Plans. Within four (4) months of the Effective Date, Developer shall submit to the City a completed set of the final design plans for the Required Improvements for the City's review and approval in accordance with the terms of the Permit Letter, and an application for a modified building permit to include the Required Improvements into the Project plans. Within three (3) months of the Effective Date, Developer shall complete

65% of the design drawings for the Required Improvements and submit them to the City for review and approval.

(ii) Alternate Schematic Plan. Within thirty (30) days of the Effective Date, Developer shall submit to the City, for the City's review and approval in its sole discretion, a schematic design of an alternative location for the Required Improvements to be located out of the setback area such that the improvements will not require a CVFPB or USACE permit. The schematics are to be used in the event of permit denial as described in Section 1(c)(ii) below. Developer shall obtain the City's written approval of the schematics at or before approval of the final design plans for the Required Improvements.

(c) CVFPB and USACE Permits. Upon City's receipt and approval of the 65% design drawings, the City shall prepare an application to the CVFPB for a modification to the City's 2010 encroachment permit number [REDACTED] for [REDACTED], to allow the Required Improvements. If CVFPB determines that a license or permit is also required from USACE, then the City shall also apply for a permit from USACE. If either agency requires that Developer be a co-applicant for a City application, Developer agrees to do so with the City remaining the lead applicant. In addition, Developer agrees that it and/or its consultant team will attend all meetings with the applicable agency when requested by the City. Developer agrees to provide the City with any requested materials necessary to complete the application, and to cooperate with the City in completion of any application. Developer shall also conduct any National Environmental Policy Act ("NEPA") studies if required by USACE. Developer acknowledges that one or both agencies may request modifications to the plans for the Required Improvements and/or dedications of land, and that if Developer does not agree to such requests, and the permit(s) are denied, then Developer will need to comply with subsection (ii) below. The City does not warranty or guaranty that it will be able to obtain any of the requested permits from either CVFPB or USACE.

(i) Receipt of Permit(s). If the City's application(s) for permit(s) are approved, then upon the City's receipt of those permit(s), Developer shall construct the Required Improvements at its sole cost as the City's agent under the permit(s). If the Developer cannot construct the Required Improvements because of restrictions under the City's permit(s), then the City shall construct the improvements at Developer's cost. In such an event, the City may accept the Easement and use the improvement security provided by Developer in Section 11 below to complete the Required Improvements. The Required Improvements may be completed by contract, or by any other method the City may deem advisable, for the account and at the expense of the Developer, and Developer shall be liable to the City for any excess cost or damages incurred by the City. Developer shall not be issued a temporary certificate of occupancy or a certificate of occupancy from the City for the Project until all costs are paid to the City.

(ii) Denial of Permit(s). If either CVFPB or USACE denies a permit application due to a circumstance out of the City's control, and despite diligent or good faith actions by City, then the City shall provide written notice to the Developer of the denial. In such an event, Developer shall design and construct the Required Improvements in an alternate location out of the setback area using the approved schematic design described in Section 1(b)(ii) above. Developer shall not attempt to obtain a permit directly from CVFPB or USACE for the Required Improvements. Within forty-five (45) business days of written notice by the City of permit denial, Developer shall submit a set of the final design plans for the new Required Improvements for City review and approval in its sole discretion. Developer shall obtain the City's written approval within thirty (30) days of submittal to the City.

(c) Dedication of Public Service Easement. Upon execution of this Agreement, and at no cost to the City, Developer shall dedicate a public service easement to the City for emergency access (the "Easement") by way of an irrevocable offer of dedication, in the form attached hereto and incorporated herein as **Exhibit C** (the "IOD").

(d) Encroachment Permit. In the event that Developer is allowed to complete the construction of the Required Improvements under the terms of a permit from CFFPB or USACE but that CFFPB or USACE requires the City to accept the Easement dedication prior to construction of the Required Improvements, then Developer agrees to obtain an encroachment permit from the City in order to construct the Required Improvements in the City's Easement Area,

(e) Developer Costs. Developer is responsible, and shall reimburse the City for, all costs of preparing the permit application(s), NEPA, and processing and administering the matters contained in this Agreement, including the IOD.

2. Work; Satisfaction of Community Development Director ("the Director"). All of the work on the Required Improvements shall 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 Specifications and Details, to the satisfaction of the Director or City Manager.

3. Injury to Public Improvements, Public Property or Public Utilities Facilities. Developer 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. Developer 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. Developer 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. Developer's Obligation to Warn Public During Construction. Developer shall give good and adequate warning to the public of each and every dangerous condition existing in connection with the Required Improvements, and will take reasonable actions to protect the public from any such dangerous condition.

6. Superintendence by Developer. Developer 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, Developer shall maintain an office with a telephone and Developer or a person authorized to make decisions and to act for Developer in Developer'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 Performance. Work on the Required Improvements, whether in the original or an alternate location, shall commence within eighteen (18) months of the date of this Agreement and shall be completed on or prior to the issuance of receiving of a temporary certificate of occupancy or a certificate of occupancy from the City for the Project in accordance with all approved plans and specifications; provided, however, that the Required Improvements shall not be deemed to be completed until determined to be so in writing by the City.

8. Time of Essence; Extension.

8.1 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 Section. The Director may extend the date for completion of the Required Improvements 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 Developer. Extension of the date 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 Developer. 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 Developer to an extension.

8.2 Requests for Extension. 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.

8.3 Notice to Sureties of Extension Not Required. In the event the City extends the time of completion of the Required Improvements, such extension may be granted without notice by the City to the Developer's surety and shall in no way release any guarantee or security given by the Developer 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.

8.4 Changes in Improvement Security. 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. Developer 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. For all Required Improvements listed in Section 1 of this Agreement, the Developer shall furnish the City the following Securities concurrently with the execution of this Agreement:

10.1 Faithful Performance and Payment Security. Two (2) improvement securities as set forth in City of West Sacramento Municipal Code ("Municipal Code") section 16.44.080(B). Each security shall be in the amount of one hundred percent (100%) of the total estimated value of the Required Improvements set forth in Section 1 of this Agreement. The City may require an increase in the amount of security to reflect any updated costs of constructing the Required Improvements in the City's sole discretion. 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"). The two improvement securities shall be in the form of one or both of the following: (i) a deposit, either with the City or responsible escrow agent or trust company, at the option of the City, of money or negotiable bonds of the kind approved for securing deposits of public monies, or (ii) an irrevocable letter of credit from one or more financial institutions regulated by the state or federal government pledging that the funds necessary to carry out the act or agreement are on deposit and guaranteed for payment and will only be released upon receipt of written instruction from the City, both in accordance with Municipal Code section 16.44.080(C)1(b) and (c). The form of a letter of credit must be approved by the City attorney.

10.2 Guarantee and Warranty Security. Developer shall also file with this Agreement a "guarantee and warranty security" in the amount of ten percent (10%) of the total estimated value 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).

10.3 Surety Requirements.

10.3.1 If applicable, 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.

10.3.2 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.

10.3.3 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 Section 13. All securities provided pursuant to this Agreement shall expressly obligate the surety for any extension of time authorized by the City for Developer's completion of the Required Improvements, whether or not the surety is given notice of such an extension by the City.

11. Acceptance of Land and Required Improvements.

11.1 Easement. Except as otherwise provided herein, the City will not accept the dedication of the Easement unless the Required Improvements are constructed in conformity with the approved plans and specifications, approved modifications, if any, and the City Standard Specifications and Details, to the satisfaction of the Director. The parties acknowledge that the acceptance by the City of the IOD does not constitute acceptance of the

dedication of the Easement. As used in this Agreement, acceptance shall be deemed to have occurred when the City Council accepts by Resolution the Easement attached to the IOD.

11.2 Required Improvements. The Required Improvements are to be privately owned and maintained by Developer.

12. Reimbursement. Developer is not entitled to any payment, fee credit or reimbursement for any direct or indirect cost associated with the design, development or construction of the Required Improvements. Developer is solely responsible for all costs associated therewith.

13. Release of Security.

13.1 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.

13.2 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 may expressly 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.

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

14. Inspection and Other Fees. The Developer 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 Project and its development, and this Agreement shall in no way exonerate or relieve the Developer from paying such other applicable fees, charges, and/or costs.

15. Defense, Indemnification and Hold Harmless.

15.1 The Developer 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, any permits, and/or the construction of the Required Improvements by the Developer, contractor or any subcontractor, or of any person directly or indirectly employed by, or acting as agent for the Developer, contractor or any subcontractor, save and except those matters arising from the sole, active negligence of the City.

15.2 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 Developer from liability under this defense, indemnification and hold harmless provision.

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

16. Environmental Warranty.

16.1 Warranty. Prior to the acceptance of any dedications or improvements by City, Developer shall certify and warrant that: neither the Property nor Developer are in violation of any environmental law and neither the Project nor the Developer 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 Developer nor any third party will use, generate, manufacture, produce, or release, on, under, or about the Property, any hazardous substance, except in compliance with all applicable environmental laws. Developer has not caused or permitted the release of, and has no knowledge of the release or presence of, any hazardous substance on the Property or the migration of any hazardous substance from or to any other property adjacent to, or in the vicinity of, the Property. Developer's prior and present use of the Property has not resulted in the release of any hazardous substance on the Property. Developer shall give prompt written notice to City at the address set forth herein of:

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

16.1.2 Any claims made or threatened by any third party against City or the Project relating to any loss or injury resulting from any hazardous substance; and

16.1.3 Developer's discovery of any occurrence or condition on any property adjoining or in the vicinity of the Project that could cause the Project 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.

16.2 Definitions. 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.

17. Developer's Insurance. Before signing this Agreement, Developer shall have obtained all insurance required under this Section and such insurance shall have been approved by the City Attorney as to form and sufficiency. Developer 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, Developer shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

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

17.2 Commercial General Liability Insurance. Developer 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, Developer 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 Developer's or any contractor's or subcontractor's operations hereunder, whether such operations are by Developer or any contractor or subcontractor or by anyone directly or indirectly employed by either Developer or any contractor or subcontractor. The insurance shall be in an amount not less than one million dollars (\$1,000,000) per occurrence.

17.3 Endorsements. Promptly upon execution of this Agreement and prior to commencement of any work, the Developer 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 Developer 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, Developer 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 Developer.

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

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 Developer, 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, Developer 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 Developer 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 Developer can be notified, then the City may, at its option, make the necessary repairs or replacements or perform the necessary work, and Developer 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. Developer Not Agent of City. Unless specifically set forth herein, neither Developer nor any of Developer's agents, contractors, or subcontractors are or shall be considered to be agents of the City in connection with the performance of Developer's obligations under this Agreement.

21. Notice of Breach and Default. The following shall constitute a default under this Agreement: If Developer fails to meet any timelines set forth herein, or 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 Developer should be adjudged bankrupt, or Developer should make a general assignment for the benefit of Developer's creditors, or if a receiver should be appointed in the event of Developer's insolvency; if Developer or any of Developer's contractors, subcontractors, agents or employees should violate any of the provisions of this Agreement. In the event of Developer's default, Developer shall be deemed to be in breach of this Agreement and the City may serve written notice upon Developer and Developer's surety, if any, of the breach of this Agreement. For failure by Developer to submit any required plans or obtain any required approvals by the deadlines set forth in Section 1 herein, Developer shall have seven (7) days from receipt of written notice by City to cure the default. Developer shall have thirty (30) days from receipt of written notice by City to cure any other default.

22. Breach of Agreement; Performance By Surety or City.

(a) Failure to Submit Plans or Obtain Approvals. In the event Developer is in default under this Agreement for failure to timely submit any required plans or obtain any required approvals by the deadlines set forth in Section 1 herein, and the applicable cure period set forth in Section 21 has expired without such default having been cured by Developer, then upon written notice by the City, Developer shall cease all construction of the multifamily housing Project improvements under the _____ permit ("Housing Permit") until such submittals and approvals are acquired. Should Developer fail to cease construction, the City shall have, in addition to all other remedies at law or equity, the right to provide notices of violation for failure to obtain required fire access for the Project and to charge daily fines of \$1,000 per day for the first five (5) days and \$5,000 per day for each day thereafter that Developer continues to construct the housing improvements without obtaining required approvals. In no event will a certificate of occupancy or temporary certificate of occupancy be issued until all fines and other default amounts are paid to the City.

(b) Failure to Complete Improvements after Receipt of Approvals. In the event Developer is in default under this Agreement for failure to timely complete the Required Improvements after receiving the required design approvals, and the applicable cure period set forth in Section 21 has expired without such default having been cured by Developer, the City may thereafter deliver a notice of breach to Developer'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 Developer, and the Developer'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 Developer as may be on the site of the work and necessary therefor, and accept dedication of the Easement. The remedy provided by this Section 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 Developer's obligations under this Agreement. In addition to any other remedy the City may have, a breach of this Agreement by the Developer shall constitute consent to the filing by the City of a notice of violation against the Property. Developer agrees that the choice of remedy or remedies for Developer's breach shall be in the discretion of the City.

(c) Other Forms of Security. 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. The City may then accept the Easement and use the improvement security to 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 Developer, and Developer shall be liable to the City for any excess cost or damages incurred by the City. In such an event, Developer shall not be issued a temporary certificate of occupancy or a certificate of occupancy from the City for the Project until all costs and damages are paid to the City.

23. 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 Avenue
West Sacramento, CA 95691

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

801 Riverfront Property Owner, LLC
c/o CA Ventures
130 E. Randolph Street, Suite 2100
Chicago, Illinois 60601
Attn: _____

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.

24. 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.

25. 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.

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

27. 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 an already existing public right-of-way or easement, no construction or installation shall be commenced before:

27.1 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

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

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

28. Compliance with Laws. Developer, 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.

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

30. 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.

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

32. 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, in the form attached as **Exhibit C**, attached hereto. This Agreement shall constitute a covenant running with the land and an equitable servitude upon the real property of the Project.

33. 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.

34. 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.

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

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

37. 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.

(Signatures on Next Page)

IN WITNESS WHEREOF, the parties hereto are executing this Agreement on the dates set forth below.

“CITY”

CITY OF WEST SACRAMENTO,
a municipal corporation

By: _____
Name: **Martha Guerrero**
Title: Mayor

Dated: January __, 2021

“DEVELOPER”

801 Riverfront Property Owner, LLC
a Delaware limited liability company

By: _____
Name: _____
Title: _____

Dated: January __, 2021

ATTEST:

Yashin Abbas, City Clerk

APPROVED AS TO FORM:

Jeffrey Mitchell, City Attorney

EXHIBIT A

(Legal Description of Property)

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:

The following real property as described in that certain Certificate of Compliance recorded August 13, 2018, Instrument No. 2018-0019038, Official Records:

All that land property situated In the City of Well Sacramento, County of Yolo, State of California, being Parcel No. 2 of Document No. 2009-0039661.00 together with Parcel 3 of Document No. 2009-0039661-00, excepting therefrom that property granted to the City of West Sacramento per Document No. 2010-0026071, together with Parcel No. 19 of Document 2009-0039660-00, together with Parcel No. 39 of Record of Survey, 2009 Maps 61, Yolo County Records, Yolo County, California, being more particularly described as follows:

LOT 1

Beginning at the Northwest corner of said Parcel No. 2, said point being on the easterly right-of-way of Riverfront Street, thence the following seven (7) courses:

- 1) Leaving said easterly Right-of-Way, North 72°56'18" East, 389.19 feet;
- 2) Thence South 17°45'37" West, 268.06 feet;
- 3) Thence South 22°29'37" West, 517.79 feet;
- 4) Thence North 65°47'01" West, 189.83 feet;
- 5) Thence North 24°22'23" East, 157.64 feet;
- 6) Thence North 65°37'37" West, 149.80 feet to a point on the easterly Right-of-Way of Riverfront Street;
- 7) Thence along said Right-of-Way, North 24°22'23" East, 369.11 feet to the Point of Beginning.

Excepting therefrom all minerals and all mineral rights of every kind and character now known to exist or hereinafter discovered, including, without limiting the generality right to explore for, remove and dispose of said minerals by any means or methods subtle to grantor, its successors and assigns, but without entering upon or using the surface of the property, and in such manner as not to damage the surface of said lands or to interfere with the use thereof by grantees, their heirs, successors or assigns, as reserved by Union Pacific Railroad Company, in the Deed recorded November 17, 1998, instrument No. 98-0033818, Official Records.

Also excepting therefrom all oil, gas, minerals, and other hydrocarbon substances lying below a depth of 500 feet from the surface of said land, but without the right of entry upon any portion of the surface above a depth of 500 feet, as reserved in the Deed recorded December 8, 1980 in Book 1451 Page 312, Official Records.

Further excepting therefrom for the purpose and with exclusive right of prospecting, drilling, mining and operating for geothermal steam and geothermal fluids, including all energy, minerals, gasses and other substances "except oil and hydrocarbon gas" of whatsoever kind of nature contained therein or produced in connection therewith, and producing, taking, storing,

removing and disposing of such substances and uses and purposed incidental thereto, without the right of surface entry to a depth of 250 feet downward from the surface thereof, as reserved in deed recorded December 9, 2090 in Book 1451 Page 312, Official Records.

Exhibit B

(Permit Letter)

DocuSign Envelope ID: 4348B801-A54E-44D9-961A-379BA05641B6



December 16, 2020

Mr. Ryan Sadowy
CA Ventures
130 E. Randolph Street
Suite 2100
Chicago, IL 60601

Subject: WEST Building Permits

Mr. Sadowy:

City staff has met to discuss and summarize our requirements for issuance of phased building permits for the WEST Apartments ("Project"), which consists of a Parking Garage structure and Multi-family Residential structure. This letter outlines the pathway for pulling your building permits in a phased manner, starting with the garage. This letter is supplemental to the comments provided during the Zoning Administrator's (ZA) review of your minor deviation application and comments received during plan check.

Prior to issuance of any building permit, the City needs to be assured that sufficient vehicular, pedestrian and emergency access can be provided in a manner which is substantially compliant with the standards set forth within Bridge District Specific Plan and your entitlements. Sufficient access for the Project is defined in totality by the access provided by Ballpark Drive, State Street, Riverfront Street and the proposed access road that connects Riverfront Street to State Street. For the purposes of meeting the definition of sufficient access the proposed roadway connecting Riverfront and State Street through the Project must be public and must provide two-way traffic.

Staff believes this can be accomplished within the proposed dimensions with minor changes to the Project's existing site plan. The Project's current entitlements require the access road connecting Riverfront and State Street to be constructed to an Order 7 Universal Street standard, which consists of two 10-foot-wide travel lanes and two 7.5' – 10' wide semi-private zones for a total easement width of up to 40 feet.

Staff acknowledges that you have submitted to the ZA a request for a minor deviation to the Project's entitlements regarding this requirement and that this request is still pending. To facilitate the issuance of a building permit for the Parking Garage, staff is requesting that you provide an exhibit that demonstrates the geometric feasibility of the requirements set forth above (two 10-foot-wide travel lanes and two 7.5' – 10' wide semi-private zones for a total easement width of up to 40 feet) and how this will fit into your site plan. This does not need to be a finished design. It should include vehicle tracking through the elbow to verify adequate radii for opposing traffic through the turn

1110 West Capitol Avenue
West Sacramento, CA 95691
(916) 617-4500
www.cityofwestsacramento.org

West
December 16, 2020
Page 2

If you provide this exhibit, and if it is approved by Development Engineering Services and you commit in writing to amend your plans to align with the exhibit, staff will then allow the final designs to be deferred for this roadway until issuance of the Multi-family Residential permit. These activities will also expedite the ZA's consideration of requested deviation and will allow staff to defer the ZA action until issuance of the Multi-family Residential permit. Adhering to the aforementioned configuration would meet the intent of the Order 7 requirements and limit the scope of the ZA's action to address minor deviation(s) such as allowing the reduction of the semi-private zones to one side only at the elbow to provide for expanded turning radii.

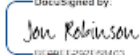
In addition to this exhibit, staff is also requesting a signed letter agreement between CA Ventures and the owner of APN 058-320-044 for the permanent encroachment onto their property. This needs to be provided prior to issuance of the Parking Garage permit. Staff will also need to review and approve the water pipeline providing fire protection. The pipeline needs to be operational prior to beginning construction of the Parking Garage.

Prior to issuance of a building permit for the Multi-Family Residential structure, the City will require the following additional conditions be met:

1. The final ZA approval without any appeals (the appeal period is 15 days);
2. A copy of the recorded easement agreement between CA Ventures and the owner of APN 058-320-044, which needs to be assignable to the City as the roadway must be public;
3. The issuance of a California Valley Flood Protection Board encroachment permit or similar consent (*e.g.* a staff issued permit, staff issued no action letter, existing permit modification, etc.) to construct the fire access road in the setback area that connects to the existing River Walk Trail, and
4. An executed improvements deferral agreement with the City for the landscaping improvements in the levee setback area. This deferral agreement will include timelines, sureties requirements, and conditions that will delay the issuance of both Temporary Certificate of Occupancy and Certificates of Occupancy. Staff will make every effort to construct this agreement so that it will not have to go to Council for execution. The City contact for this agreement is Mark Collier (Development Engineering Division).

We are pleased to see this project moving forward, and hopeful that the flexible approach we've outlined above will help you keep the project moving. If you have any questions, please feel free to contact me.

Sincerely,

DocuSigned by:

Jon Robinson
Deputy City Manager/
Interim Community Development Director

CC: Matt Booma, President & Global Head of Residential
Aaron Laurel, City Manager

1110 West Capitol Avenue
West Sacramento, CA 95691
(916) 617-4500
www.cityofwestsacramento.org

Exhibit C

(See attached Irrevocable Offer of Dedication)

**NO FEE DOCUMENT
GOVERNMENT CODE SECTION 27383**

When Recorded Return To:

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

THIS SPACE FOR RECORDER'S USE ONLY

IRREVOCABLE OFFER OF DEDICATION

(West Emergency Access Easement)

This Irrevocable Offer of Dedication is dated and effective as of January ____, 2021, and made by **801 Riverfront Property Owner, LLC**, a Delaware limited liability company ("Offeror") to the **City of West Sacramento**, a municipal corporation ("City") (hereinafter Offeror and City are collectively referred to as the "Parties").

RECITALS

A. Offeror holds fee title to certain real property in the City of West Sacramento, County of Yolo, State of California, as legally described in **Exhibit A**, attached hereto and incorporated herein (the "Property").

B. In that certain Deferred Fire Access Improvement Agreement between the Parties dated January ____, 2021 (the "Agreement"), Offeror agreed to provide an irrevocable offer of dedication to the City for an emergency fire access easement over a portion of Offeror's Property.

C. In accordance with the terms of the Agreement, Offeror desires to make an offer to dedicate, irrevocably, to the City, an emergency fire access easement in the area of the Property generally depicted in **Exhibit B**, attached hereto and incorporated herein (the "Easement Area"), subject to the terms set forth herein.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. Dedication. Offeror does hereby irrevocably offer to dedicate to the City an easement for public access on, over and under the area of the Property depicted in **Exhibit B**.

2. Acceptance. Prior to acceptance of this dedication, the City shall prepare a legal description in recordable form for the area of the Property depicted in **Exhibit B**. The legal acceptance of this offer to dedicate the Property shall be deemed to occur as of the date of the Emergency Access Easement, in the form attached hereto and incorporated herein by reference as **Exhibit C**, is accepted by the City and is recorded with the Yolo County Clerk-Recorder.

3. Successors and Assigns. This instrument shall bind and inure to the benefit of the respective heirs, executors, administrators, personal representatives, successors and assigns of the Parties.

(Signatures on Next Page)

IN WITNESS WHEREOF, the Parties have executed this offer to dedicate on the day and year first above written.

OFFEROR:

801 Riverfront Property Owner, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

CITY:

City of West Sacramento,
a California municipal corporation

By: _____
Aaron Laurel, City Manager

APPROVED AS TO FORM:

By: _____
Jeffrey A. Mitchell, Legal Counsel

CERTIFICATE OF ACCEPTANCE

This is to certify that the Irrevocable Offer of Dedication dated January ____, 2021 from **801 Riverfront Property Owner, LLC**, a Delaware limited liability company, to the **City of West Sacramento**, a municipal corporation, is hereby accepted by the undersigned officer or agent on behalf of the West Sacramento City Council pursuant to authority conferred by Resolution 03-19 adopted March 5, 2003 by the City Council of the City of West Sacramento, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: January __, 2021

By: _____
Yashin Abbas, City Clerk

CERTIFICATE OF ACKNOWLEDGMENT

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

State of California)
)
County of _____)

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(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 _____ (Seal)

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 _____)

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(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 _____ (Seal)

Exhibit A to IOD

(Legal Description of Easement)

Exhibit B to IOD

(Depiction of Easement Area)

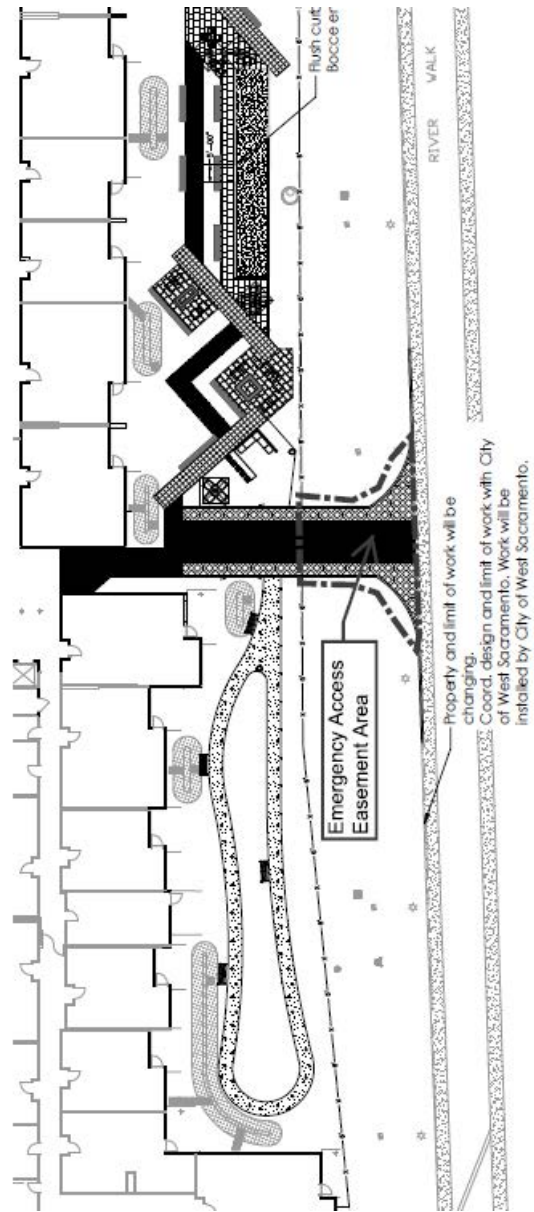


Exhibit C to IOD

(See Attached Form of Emergency Access Easement)

**NO FEE DOCUMENT
GOVERNMENT CODE SECTION 27383**

Recording Requested By and
When Recorded Mail To:

City of West Sacramento
1110 West Capitol Ave., 3rd Floor
West Sacramento, CA 95691
Attn: City Clerk

The Above Space For Recorder's Use Only

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

EMERGENCY ACCESS EASEMENT

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged,

801 Riverfront Property Owner, LLC, a Delaware limited liability company ("Grantor"), as owner of that certain real property located in the City of West Sacramento, County of Yolo, State of California, hereby grants to the **City of West Sacramento**, a municipal corporation ("Grantee"), a non-exclusive easement and right-of-way for emergency vehicle access way in, upon, over, under and across that certain real property legally described on **Exhibit A** and depicted in **Exhibit B** (the "Easement Area"), attached hereto and incorporated herein.

Grantor shall maintain the Easement Area and Grantor retains the right to use the Easement Area in any lawful manner that does not unreasonably interfere with Grantee's use of the Easement Area for emergency access purposes.

Grantee shall indemnify, defend, and hold Grantor harmless from and against any and all costs, claims, damages, losses, or liabilities (including, without limitation, court costs and reasonable attorney's fees) arising out of or connected in any manner with Grantee's use of the easement area, except to the extent such loss or damage caused by the gross negligence or willful misconduct of Grantor. Grantor shall indemnify, defend, and hold Grantor harmless from and against any and all costs, claims, damages, losses, or liabilities (including, without limitation, court costs and reasonable attorney's fees) arising out of or connected in any manner with Grantor's use of the Easement Area, except to the extent such loss or damage caused by the negligence or willful misconduct of Grantee.

(Signatures on Next Page)

Executed this ____ day of _____, 20__.

GRANTOR:

801 Riverfront Property Owner, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

GRANTEE:

City of West Sacramento,
a California municipal corporation

By: _____
Aaron Laurel, City Manager

Exhibit A to Emergency Access Easement

(Legal Description of Easement Area)

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:

The following real property as described in that certain Certificate of Compliance recorded August 13, 2018, Instrument No. 2018-0019038, Official Records:

All that land property situated In the City of Well Sacramento, County of Yolo, State of California, being Parcel No. 2 of Document No. 2009-0039661.00 together with Parcel 3 of Document No. 2009-0039661-00, excepting therefrom that property granted to the City of West Sacramento per Document No. 2010-0026071, together with Parcel No. 19 of Document 2009-0039660-00, together with Parcel No. 39 of Record of Survey, 2009 Maps 61, Yolo County Records, Yolo County, California, being more particularly described as follows:

LOT I

Beginning at the Northwest corner of said Parcel No. 2, said point being on the easterly right-of-way of Riverfront Street, thence the following seven (7) courses:

- 1) Leaving said easterly Right-of-Way, North 72°56'18" East, 389.19 feet;
- 2) Thence South 17°45'37" West, 268.06 feet;
- 3) Thence South 22°29'37" West, 517.79 feet;
- 4) Thence North 65°47'01" West, 189.83 feet;
- 5) Thence North 24°22'23" East, 157.64 feet;
- 6) Thence North 65°37'37" West, 149.80 feet to a point on the easterly Right-of-Way of Riverfront Street;
- 7) Thence along said Right-of-Way, North 24°22'23" East, 369.11 feet to the Point of Beginning.

Excepting therefrom all minerals and all mineral rights of every kind and character now known to exist or hereinafter discovered, including, without limiting the generality right to explore for, remove and dispose of said minerals by any means or methods subtle to grantor, its successors and assigns, but without entering upon or using the surface of the property, and in such manner as not to damage the surface of said lands or to interfere with the use thereof by grantees, their heirs, successors or assigns, as reserved by Union Pacific Railroad Company, in the Deed recorded November 17, 1998, instrument No. 98-0033818, Official Records.

Also excepting therefrom all oil, gas, minerals, and other hydrocarbon substances lying below a depth of 500 feet from the surface of said land, but without the right of entry upon any portion of the surface above a depth of 500 feet, as reserved in the Deed recorded December 8, 1980 in Book 1451 Page 312, Official Records.

Further excepting therefrom for the purpose and with exclusive right of prospecting, drilling, mining and operating for geothermal steam and geothermal fluids, including all energy, minerals, gasses and other substances "except oil and hydrocarbon gas" of whatsoever kind of nature contained therein or produced in connection therewith, and producing, taking, storing,

removing and disposing of such substances and uses and purposed incidental thereto, without the right of surface entry to a depth of 250 feet downward from the surface thereof, as reserved in deed recorded December 9, 2090 in Book 1451 Page 312, Official Records.

Exhibit B to Emergency Access Easement

(Depiction of Easement Area)

CERTIFICATE OF ACKNOWLEDGMENT

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

State of California)
)
County of _____)

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(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 _____ (Seal)

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 _____)

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

WITNESS my hand and official seal.

Signature _____ (Seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Public Access Easement dated _____, 20__ from **801 Riverfront Property Owner, LLC**, a Delaware limited liability company, to the **City of West Sacramento**, a municipal corporation, is hereby accepted by the undersigned officer or agent on behalf of the West Sacramento City Council pursuant to authority conferred by Resolution ____ adopted _____ by the City Council of the City of West Sacramento, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 20__

By: _____
Yashin Abbas, City Clerk

Exhibit D

(See attached Memorandum of Agreement)

**No recording fee required pursuant to
Government Code Section 27383**

Recording Requested by and
When Recorded Return to:

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made this ___ day of January, 2021, by and between the **City of West Sacramento**, a California municipal corporation ("City") and **801 Riverfront Property Owner, LLC**, a Delaware limited liability company ("Developer"), collectively referred to as the "Parties."

City and Developer are Parties to that certain "Deferred Fire Access Improvement Agreement" dated January ___, 2021, the terms and conditions of which are made a part hereof as though fully set forth herein, and which Agreement controls the development of that certain real property, including any improvements and personal property, situated in the County of Yolo, State of California, APN 058-320-086, legally described as follows:

[See **Exhibit A**]

"CITY"

"DEVELOPER"

City of West Sacramento,
a municipal corporation,

801 Riverfront Property Owner, LLC,
a Delaware limited liability company

By: _____
Name: **Martha Guerrero**
Title: Mayor

By: _____
Name: _____
Title: _____

Acknowledgment

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

State of California)
)
County of _____)

On _____ before me, _____, a
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.

Signature _____

(Seal)

Acknowledgment

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State of California)
)
County of _____)

On _____ before me, _____, a 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.

Signature _____

(Seal)

Exhibit A to Memorandum of Agreement

(Legal Description of Property)

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:

The following real property as described in that certain Certificate of Compliance recorded August 13, 2018, Instrument No. 2018-0019038, Official Records:

All that land property situated In the City of Well Sacramento, County of Yolo, State of California, being Parcel No. 2 of Document No. 2009-0039661.00 together with Parcel 3 of Document No. 2009-0039661-00, excepting therefrom that property granted to the City of West Sacramento per Document No. 2010-0026071, together with Parcel No. 19 of Document 2009-0039660-00, together with Parcel No. 39 of Record of Survey, 2009 Maps 61, Yolo County Records, Yolo County, California, being more particularly described as follows:

LOT I

Beginning at the Northwest corner of said Parcel No. 2, said point being on the easterly right-of-way of Riverfront Street, thence the following seven (7) courses:

- 1) Leaving said easterly Right-of-Way, North 72°56'18" East, 389.19 feet;
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- 4) Thence North 65°47'01" West, 189.83 feet;
- 5) Thence North 24°22'23" East, 157.64 feet;
- 6) Thence North 65°37'37" West, 149.80 feet to a point on the easterly Right-of-Way of Riverfront Street;
- 7) Thence along said Right-of-Way, North 24°22'23" East, 369.11 feet to the Point of Beginning.

Excepting therefrom all minerals and all mineral rights of every kind and character now known to exist or hereinafter discovered, including, without limiting the generality right to explore for, remove and dispose of said minerals by any means or methods subtle to grantor, its successors and assigns, but without entering upon or using the surface of the property, and in such manner as not to damage the surface of said lands or to interfere with the use thereof by grantees, their heirs, successors or assigns, as reserved by Union Pacific Railroad Company, in the Deed recorded November 17, 1998, instrument No. 98-0033818, Official Records.

Also excepting therefrom all oil, gas, minerals, and other hydrocarbon substances lying below a depth of 500 feet from the surface of said land, but without the right of entry upon any portion of the surface above a depth of 500 feet, as reserved in the Deed recorded December 8, 1980 in Book 1451 Page 312, Official Records.

Further excepting therefrom for the purpose and with exclusive right of prospecting, drilling, mining and operating for geothermal steam and geothermal fluids, including all energy, minerals, gasses and other substances "except oil and hydrocarbon gas" of whatsoever kind of nature contained therein or produced in connection therewith, and producing, taking, storing,

removing and disposing of such substances and uses and purposed incidental thereto, without the right of surface entry to a depth of 250 feet downward from the surface thereof, as reserved in deed recorded December 9, 2090 in Book 1451 Page 312, Official Records.

MEETING DATE: January 20, 2021

ITEM #11

SUBJECT:

CONSIDERATION OF RESOLUTION 21-11, APPROVING PARCEL MAP 5125 AND THE ASSOCIATED SUBDIVISION IMPROVEMENT AGREEMENT LOCATED AT 425 G STREET

INITIATED OR REQUESTED BY:

Council Staff
 Other

REPORT COORDINATED OR PREPARED BY:

Mark Collier, Principal Engineer
Community Development Department

ATTACHMENT Yes No Information Direction Action

OBJECTIVE

The objective of this report is to obtain the City Council's consideration and adoption of Resolution 21-11 approving Parcel Map 5125 and the associated Subdivision Improvement Agreement.

RECOMMENDED ACTION

Staff respectfully recommends that the City Council:

1. Adopt Resolution 21-11(Attachment 1), approving Parcel Map 5125; and
2. Approve the associated Subdivision Improvement Agreement and authorize the Mayor to execute the document on behalf of the Council.

BACKGROUND

Tentative Parcel Map 5125 (Attachment 2) was conditionally approved by the Planning Commission on October 19, 2017. Said parcel map creates four new parcels from one existing parcel totaling 0.11 acres located within the Riverfront Mixed Use – Water Front (RMU-WF) zone.

ANALYSIS

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. In this case, all applicable conditions of approval of the tentative map have been satisfied.

Per the conditions of approval of Tentative Map 5125, the developer was required construct certain public improvements including curb, gutter and sidewalk and utility connections across their project frontage on G Street (See Attachment 3, Vicinity Map). The developer was also required to enter into a Subdivision improvement Agreement (Attachment 4) in order to ensure completion of said improvements. Said Agreement and associated securities have been submitted for approval along with the map.

Environmental Considerations

The Planning Commission found the tentative map to be compliant with CEQA at the time of its approval. No additional findings are required with approval of this map.

Commission Recommendation

The Planning Commission conditionally approved Tentative Map 5125 on October 19, 2017.

Strategic Plan Integration

Approval of Parcel Map 5125 promotes the City's Principles to Guide the Future specifically by creating a "Range of Quality Housing Choices."

Alternatives

Per Section 66458 of the Government Code, because 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 must be approved. The Council, however, has the option to defer approval to the next meeting on February 3.

Coordination and Review

The Parcel Map and Subdivision Agreement were reviewed by the Community Development Department.

Budget/Cost Impact

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

ATTACHMENT(S)

1. Resolution 21-11
2. Parcel Map 5125
3. Vicinity Map
4. Subdivision Improvement Agreement

RESOLUTION 21-11

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST SACRAMENTO
APPROVING PARCEL FINAL MAP 5125 AND THE ASSOCIATED SUBDIVISION
IMPROVEMENT AGREEMENT**

WHEREAS, said Parcel Map for Subdivision 5125 has been prepared and presented to the City Council of the City of West Sacramento for approval; and

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

WHEREAS, as a condition of approval of said tentative map, the developer is required to enter into a Subdivision Improvement Agreement with the City; and

WHEREAS, developer has submitted an executed Subdivision Improvement Agreement; and

WHEREAS, as a condition of approval of said tentative map, the developer is required to secure the completion of required public improvements per City Municipal Code and State Map Act requirements; and

WHEREAS, the developer has submitted all required securities; and

WHEREAS, all other conditions of approval of the Tentative Map have been satisfied and said Final 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 Parcel Map 5125 and the associated Subdivision Improvement Agreement and authorizes the mayor to execute said Agreement on behalf of the City Council.

PASSED AND ADOPTED by the City Council of the City of West Sacramento this 20th day of January, 2021 by the following vote:

AYES:

NOES:

ABSENT:

Martha Guerrero, Mayor

ATTEST:

Yashin Abbas, City Clerk

PARCEL MAP NO. 5125

425 G STREET

THE EAST 1/2 OF LOT 1, IN BLOCK 1,
OF THE TOWER TRACT,
FILED IN BOOK 3 OF MAPS, PAGE 73
CITY OF WEST SACRAMENTO, COUNTY OF YOLO
STATE OF CALIFORNIA
SCALE: 1"=20' SHEET 2 OF 2 DECEMBER, 2020
CNA ENGINEERING, INC.

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE MONUMENT LINE BETWEEN THE CITY OF WEST SACRAMENTO GPS MONUMENTS NUMBERS A14-01 AND B14-02, TAKEN AS NORTH 87°55'04" EAST

LEGEND

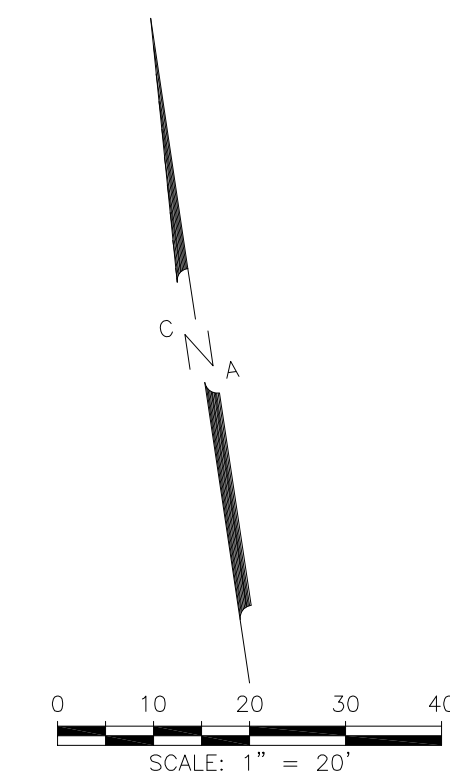
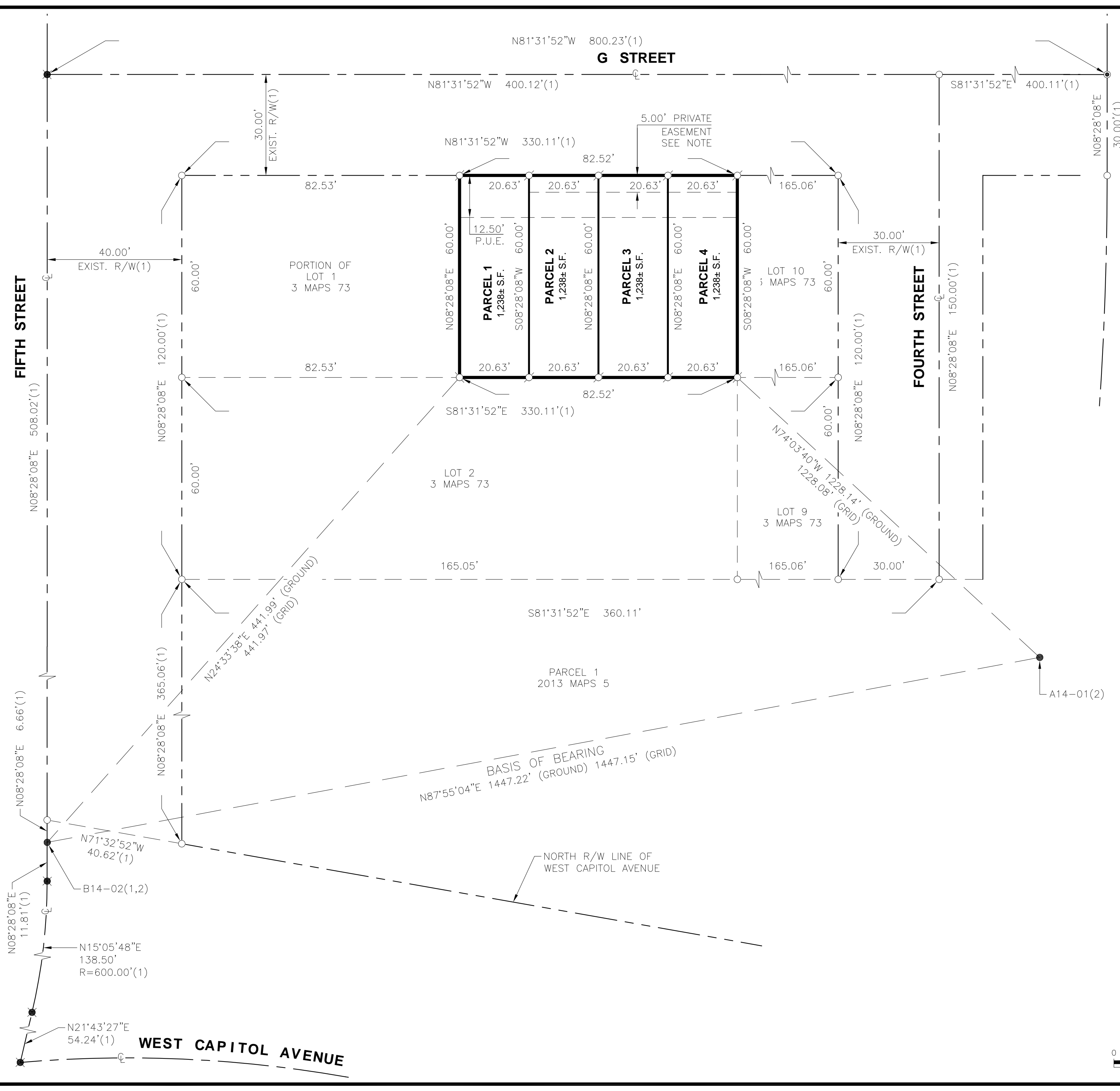
- FOUND 3" MONUMENT WELL, STAMPED PLS 7944 PER 2013 MAPS 5
 - FOUND C.O.W.S CONTROL STATION AS DESCRIBED, 3" BRASS DISC IN MONUMENT WELL STAMPED CITY OF WEST SAC GEODETIC CONTROL SURVEY, PER 13 SURVEYS 61-69
 - FOUND BOLT WITH CHISELED X, (NO RECORD)
 - DIMENSION POINT, NOTHING FOUND OR SET
 - ⊕ SET 5/8" REBAR CAPPED W/ALUMINUM CAP STAMPED RCE 33407
- P.U.E. PUBLIC UTILITY EASEMENT
R/W RIGHT OF WAY
— SUBDIVISION BOUNDARY
— PARCEL LINE

MAP REFERENCES

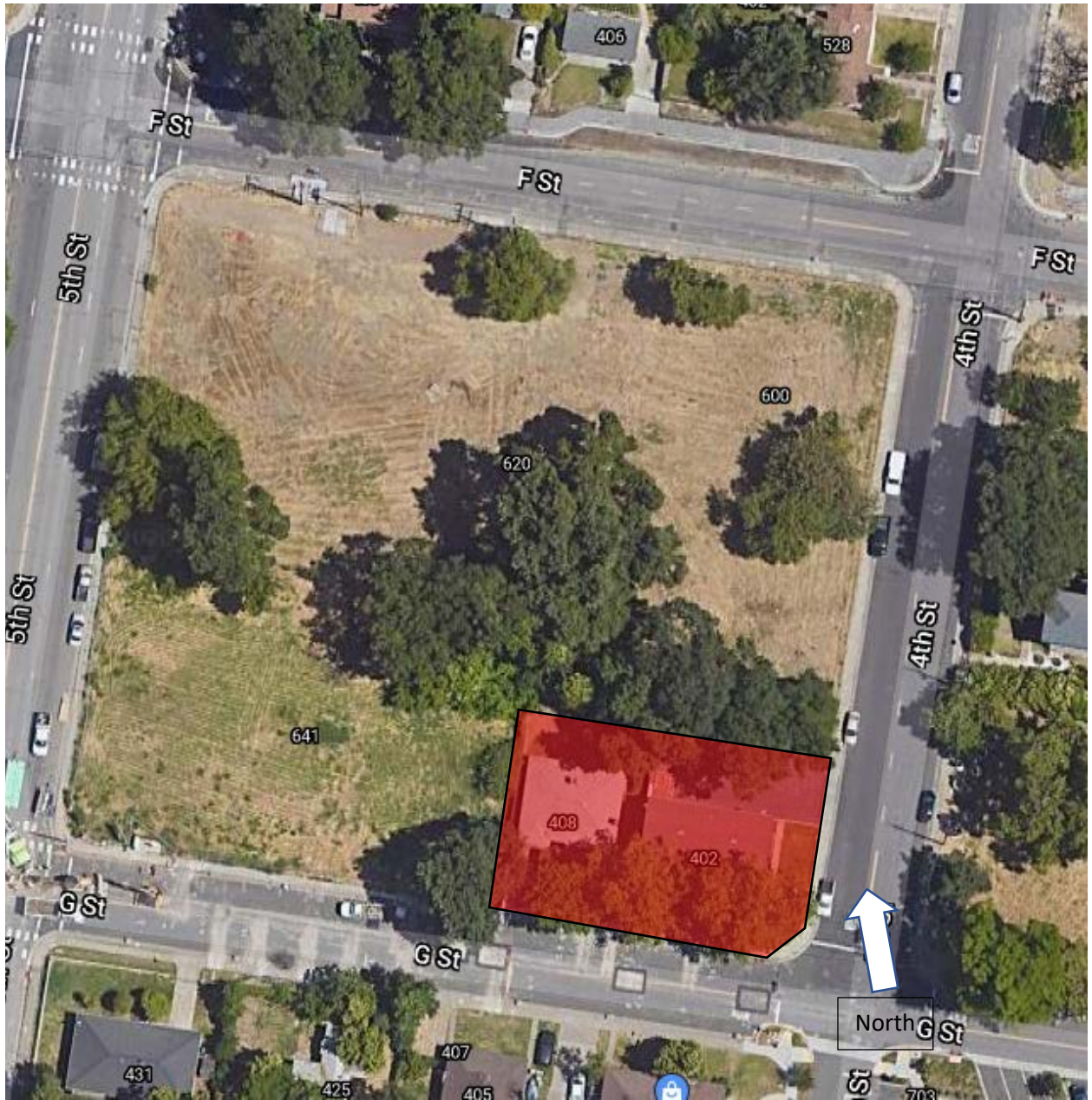
- (1) . . .RECORD PER 2013 MAPS 5
- (2) . . .RECORD PER 13 SURVEYS 61-69

NOTES

PRIVATE UTILITY EASEMENTS TO BE DEDICATED AT TIME OF SALE OF ANY PARCELS.



Vicinity Map



SUBDIVISION IMPROVEMENT AGREEMENT

This Agreement is made and entered into this _____ day of _____, _____, by and between the City of West Sacramento, hereinafter referred to as “City,” and JHS Properties, hereinafter referred to as “Subdivider.”

RECITALS

A. Subdivider has presented to the City a parcel 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 5125, “425 G Street”, 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 Sixty Two Thousand, Two Hundred and Seventeen Dollars and Thirty Two Cents (\$62,217.32).

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 February, 2021, and shall be completed on or before the 1st day of February 2023; 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 zero Dollars (\$0.00), 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:

JHS Properties
5634 Guthrie Place
Davis, Ca. 95618

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: _____
Martha Guerrero, Mayor

ATTEST:

Yashin Abbas, City Clerk

APPROVED AS TO FORM:

Jeff Mitchell, City Attorney

SUBDIVIDER

By: _____
_____, [Title]

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

PM 5125
425 G Street

This Memorandum of Agreement is made and entered into by and between JHS Properties (“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 _____, 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:

PM 5125
425 G Street

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

[NAME OF DEVELOPER]

By: _____
[NAME]
Its: _____
[TITLE]

CITY OF WEST SACRAMENTO

Martha Guerrero, Mayor

ATTEST:

Yashin Abbas, City Clerk

APPROVED AS TO FORM:

Jeff Mitchell, City Attorney

ACKNOWLEDGMENT

State of California)
) ss.
County of Yolo)

On _____ before me, _____, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

NOTARY PUBLIC

MEETING DATE: January 20, 2021

ITEM #12

SUBJECT:

**CONSIDERATION OF AGREEMENT WITH PALADIN LAW GROUP TO SUPPORT
REMEDICATION OF CAPITOL PLATING BROWNFIELD SITE**

INITIATED OR REQUESTED BY:

Council Staff

 Other

REPORT COORDINATED OR PREPARED BY:

Katy Jacobson, Director
Economic Development & Housing Department

ATTACHMENT Yes No Information Direction Action

OBJECTIVE

The objective of this report is City Council consideration and approval of an Agreement with Paladin Law Group for contingent legal services to support remediation of the brownfield site at 319 3rd Street, known as Capitol Plating, pursuant to Gatto Act (State of California Health and Safety Code Sections 25403 and 25403.1).

RECOMMENDED ACTION

It is respectfully recommended that the City Council approve the Agreement with Paladin Law Group (Attachment 1) for Gatto Act (State of California Health and Safety Code Sections 25403 and 25403.1) litigation and authorize the City Manager to execute the Agreement in substantively the form attached and make minor changes to the Agreement as approved by the City Attorney.

BACKGROUND

The property located at 319 3rd Street in the Washington District (commonly known as “Capitol Plating”) is well documented as one of the most contaminated brownfields in West Sacramento. Between 2004 and 2011, at least seven environmental assessments were coordinated by the City related to the property and the site is listed as an open response case by the California Department of Toxic Substances Control. These prior studies demonstrate that soil and groundwater at the site are impacted by metals including chromium, copper, and nickel, as well as volatile organic compounds, all of which are suspected to be associated with the past use of the property as a metal plating facility.

The property is situated in a strategic location relative to the ongoing redevelopment of the 3rd and C Gateway area; however, its brownfield status and visual blight have posed substantial impediments to further progress. The site is immediately adjacent to the successful Washington Firehouse project and its mid-block orientation makes the property a logical location for relocation of parking access, parking, and circulation for surrounding development sites when the new I Street Bridge Replacement is installed and the existing approach is removed. In the 3rd and C area, the City has secured funding for construction of the North River Walk extension which includes new frontage along C and 3rd Streets and upgraded rail crossing improvements at 3rd and D Streets. A public arts master plan was adopted for the Washington District in 2018 and the historic I Street Bridge Deck Conversion is in design and permitting phase.

On October 18, 2017 the City Council made findings that the property located at 319 3rd Street is a “blighted property” located in a “blighted area,” as those terms are defined under the Gatto Act (State of California Health and Safety Code Sections 25403 and 25403.1).

In addition to completing significant environmental assessment work related to the site, in 2006 the City commissioned an analysis of historic insurance assets pertaining to the former plating businesses that operated at the property. Paladin Law Group, a legal firm that specializes in this work, completed the analysis and confirmed the existence of historic insurance policies that could be leveraged to fund the site remediation using mechanisms authorized under the Polanco Act. The Polanco Act was a powerful tool to address brownfields that gave redevelopment agencies the power to investigate and remediate contaminated properties and to compel responsible parties to do so through legal action. However, in 2006 the City and Redevelopment Agency had more pressing priorities and ultimately decided against pursuing a Polanco Act approach for the Capitol Plating property at that time.

The dissolution of redevelopment in 2012 was a major setback to local enforcement of brownfield cleanups because the Polanco Act only extended to those agencies and not to their host jurisdictions. However, in January 2014, a new law known as the Gatto Act became the policy successor to the Polanco Act and expanded the

authorities it had bestowed on redevelopment agencies to include cities and counties. The Gatto Act is very similar to the Polanco Act, but its application is broader because it may apply to any property generally defined as “blighted” and subject properties may be located anywhere within a “blighted area” of a city or county’s jurisdiction, as opposed to the Polanco Act’s limited application to properties located within a redevelopment project area.

The Gatto Act defines “blighted property” as a “property with the presence or perceived presence of a release or releases of hazardous material that contributes to the vacancies, abandonment of property, or reduction or lack of proper utilization of property.” “Blighted area” is defined as “an area in which the local agency determines that there are vacancies, abandonment of property, or a reduction or lack of proper utilization of property, and the presence or perceived presence of a release or releases of hazardous material contributes to the vacancies, abandonment of property, or reduction or lack of proper utilization of property.”

Similar to the Polanco Act, the Gatto Act provides the following powers and benefits to local agencies:

- A local agency can compel an owner or operator of a suspected brownfield to provide all existing environmental documentation pertaining to the property, and if that information does not exist, the responsible party can be required to complete an environmental assessment at their expense.
- If necessary, the local agency is granted a right of entry to conduct assessments itself and then charge the responsible party for the cost of those assessments.
- Local agencies can compel responsible parties to complete site cleanups, or a local agency may pursue the cleanup itself and recover costs from the responsible party.
- The local agency, developers, and lenders are provided immunity for any release of environmental contaminants addressed in an approved site cleanup plan.
- The local agency may take title to the property during the cleanup without entering the chain of liability.
- Cost recovery provisions allow the local agency to recoup the cost of staff time, attorneys’ fees, and cleanup costs.

The City Council’s prioritization of the 3rd and C Gateway area prompted staff to take a renewed look at the Capitol Plating site and the historic insurance assets strategy. Staff re-engaged Paladin in June 2017 to begin pre-litigation research for the Capitol Plating property. Paladin researched old case files and identified all potentially responsible parties associated with the site, including the holders of relevant historic insurance policies.

A lawsuit to recover insurance assets to remediate the property was filed and the fact and expert discovery phases are closed. The Council approved a Capital Improvement Project appropriation of \$1,066,463 CIP 15036 for capital plating litigation in 2018. The City has incurred \$ 819,756 in litigation costs to date (\$808,956 in legal fees and expert costs and other expenses of \$10,800). Settlement amounts of \$160,000 have been received and two more are in process. Four agreement addendums totaling \$860,000 have been approved by Council for litigation expenses and attorney’s fees. On January 4, 2021 a Pretrial Conference was held and a mandatory settlement conference is scheduled for February prior to the March 9, 2021 Trial in federal court.

In March 2020, the California Department of Toxic Substances Control (“DTSC”), after discussion with Paladin Law Group, issued a technical memorandum about the contamination at the Property. On May 6, 2020, DTSC issued an Imminent and Substantial Endangerment Determination and Order and Remedial Action Order (“I&S/E Order”) to the responsible parties.

ANALYSIS

Remediation of the site is essential to advancing redevelopment and new circulation in the 3rd and C gateway project area. Based on the desire to cap and manage the litigation budget, within the existing CIP budget amount, staff asked the City Attorney to evaluate the possibility of a contingency fee form of agreement given the additional \$700,000 in litigation costs projected to fund through the March 2021 Trial.

The form and provisions of the attached Agreement with Paladin Law Group (Agreement) were reviewed and approved by the City Attorney. The Agreement provides that no further billing or amounts would be owed by the City for attorney fees after June 30, 2020 unless there was a recovery from defendants. The contingency provisions of the Agreement would be retroactive and all hourly billing or amounts owed beginning July 1, 2020 would be stopped. Paladin has withheld invoices for July, August, and September, comprising approximately \$300,000 in fees. The City will remain responsible for costs such as expert witness fees and incidental costs (reimbursement for copies, travel, etc.). If Council approves the attached Agreement, the City will owe no further

payment of Paladin legal fees after June 30, 2020; and, in exchange Paladin Law Group will receive a “success fee” at settlement or trial award.

Under the contingency compensation terms, if the case settles or there is a favorable verdict, the City is first reimbursed for legal costs expended (\$819,756) plus additional direct City costs from July 1, 2020 forward. After this amount is netted out of the “recovery” a 20% “success fee” is applied to the net remaining award or “recovery amount” and the accrued legal services costs are owed. In addition to the “success fee”, if the City goes to trial, attorney’s fees might be awarded separately and not be counted against the “recovery”, and therefore would not reduce the remaining amount available for remediation activities on the site.

Ultimately the City Council approves and authorizes any settlement offer and by law, a contingency agreement requires a different level of City Attorney engagement than the current form of legal services agreement with Paladin Law Group. The City Attorney estimates its costs for oversight and management through trial at \$30,000. These would be not be contingent costs. As provided in the Gatto Act, the City will pursue cost recovery of attorneys’ fees and other permitted costs as part of the litigation process. Any fees and costs ultimately recovered will be reimbursed to the 3rd and C Gateway Project CIP.

Environmental Considerations

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

Commission Recommendation

On September 27, 2017, the Economic Development and Housing Commission received a presentation on the draft 3rd and C Gateway Action Plan which includes a recommendation to pursue the brownfield cleanup at 319 3rd Street. The Commission concurred with all of the recommendations put forth in the plan.

Strategic Plan Integration

This item advances 2017 City Council Strategic Plan Policy Agenda High Priority item, “Washington District: 3rd and C Gateway.”

Alternatives

The primary alternatives to the recommended action are:

1. The Council could elect to not approve the Agreement providing terms for further legal services associated with the Gatto actions for remediation of the Capitol Plating site. This alternative is not recommended because Trial in federal court is scheduled in two months; and the contaminated status of the site is a major obstacle to advancing the redevelopment of the 3rd and C Gateway area.
2. The Council could elect not to approve the recommended Agreement and direct staff to return to Council with Addendum Five to the existing Agreement with Paladin Law Group instead, accompanied by a budget appropriation adjustment resolution to increase the CIP by \$450,000-\$500,000 from the Community Investment Fund (Measure G) balance. This alternative is not recommended because a contingency form of Agreement caps the City’s litigation expenses. However, if the City Council determined to keep with the current form of agreement, the expenses potentially are recoverable.

Coordination and Review

The City’s legal strategy for the Capitol Plating site has been coordinated with the City Attorney, with specialized legal counsel provided by Paladin Law Group.

Budget/Cost Impact

There is no net change to the Fund 400 CIP 15036 appropriation resulting from the recommended action; however, the recommended form of Agreement requires additional City Attorney management projected to result in a \$30,000 increase to the projected litigation budget. Settlements or a positive litigation outcome are expected to recover the litigation expenses to the Community Investment Fund 106. The CIP budgeted expenses and other costs ultimately recovered through litigation will be reimbursed to this CIP budget item. Staff time is required to administer the Agreement and manage any future Capitol Plating cleanup project; however, positions assigned to this work are fully funded from the City’s Community Investment Fund so there will be no additional staff costs.

ATTACHMENT

1. Agreement with Paladin Law Group

1176 Boulevard Way
Walnut Creek, CA 94595
Telephone (925) 947-5700
Facsimile (925) 935-8488



San Antonio, TX
Santa Barbara, CA
Walnut Creek, CA
Washington, DC

PALADIN LAW GROUP® LLP

PROFESSIONAL SERVICES AGREEMENT City of West Sacramento

CONFIDENTIAL COMMUNICATIONS
CALIFORNIA BUSINESS AND PROFESSIONS CODE § 6149

1. Services.

This Professional Services Agreement (hereinafter “Agreement”) is effective as of July 1, 2020. This Agreement details the standard terms and conditions pursuant to which Paladin Law Group® LLP (“Paladin”), will provide legal services to City of West Sacramento (the “Client”).

2. Identity of Our Client.

The Client identified above is our only client related to this matter. We have not been engaged to act as counsel for, or to assume any duties toward, any affiliated or related parties, including parent, subsidiary or commonly owned corporations or entities; family members; officers; directors; agents; or employees. If, in connection with the discharge of our responsibilities to you, we consult with any such person or entity, that will not create any attorney-client relationship between us and that person or entity, though such communications will fall within the scope of the privilege between the Client and us to the extent applicable law permits.

3. Scope of Our Engagement.

The scope of our engagement at this point will be limited to the prosecution for the public benefit of the litigation captioned *City of West Sacramento v. R and L Business Management, et al.*, Case No. 2:18-CV-00900-WBS-JDP (E.D. Cal.) through the March 9, 2021 trial as Special Assistant City Attorneys under the direction, supervision, oversight, and control of the City Attorney, including any enforcement proceedings (collectively, “Legal Work”). Any defendant may contact the City Attorney directly, without having to confer with Paladin. The City Attorney will retain complete control over the course and conduct of the Legal Work and veto power over any decisions made by Paladin. Any proposed settlement must be recommended for approved by the City Attorney.

This scope of work and the associated fees and costs described in this Agreement do not include any other litigation matter or any work conducted after trial or work on any appeal which might arise from any litigation or arbitration. If any additional work is required, we will seek written authorization from the

Client before proceeding with it. If at any time you have any question whether we are or should be handling a particular task, please contact the undersigned attorney at Paladin. If you engage us in the future on other matters, a separate written fee agreement will be required before any work by Paladin is commenced. Such future work will be subject to our then-prevailing rates, any required retainer, and other modifications to this Agreement. The scope of any future work will be limited based on the scope of that engagement.

4. Our Commitment to Providing Efficient and Cost Effective Legal Services.

Our goal is to satisfy your legal needs in an efficient and cost-effective manner. To achieve this goal, we attempt to eliminate, to the extent possible, duplication of efforts on projects by utilizing our experience, pre-existing resources, and computerized litigation support. In addition, we frequently utilize a “team” approach to handling legal matters. These litigation teams may include personnel from any one of our offices as may be appropriate and as determined at the sole discretion of Paladin.

5. No Guarantee as to Ultimate Cost or Result.

Just as we cannot guarantee you any particular result, we cannot guarantee in advance the cost of the matter you have asked us to handle. We provide no guarantee or warranty, expressed or implied, regarding any result related to the Legal Work. Even the most carefully prepared estimates may turn out to be inaccurate. The time required for any legal matter is subject to a high degree of uncertainty. In most matters, actual fees and costs incurred are subject to a variety of factors not within our control or yours. It is not possible to forecast with certainty the expected fees and costs which may be incurred to complete our engagement. If at any time you have questions about the fees and costs that have been or will be accruing, the form or content of any billing statement, or any other aspect of our representation whatsoever, please do not hesitate to raise them with us.

6. Legal Fees.

a. Billing, Fees, and Costs.

Fees for legal services are based upon the hourly rates in Appendix A. Client will approve in advance requests by Paladin to adjust the rates in Appendix A associated with future time periods in which work is performed. Time spent by our personnel is recorded in one-tenth (.1) of an hour increments with minimum of two-tenths (.2) of an hour per individual task. For your reference, our present Hourly Rates are listed on the Rate Schedule attached hereto as Appendix “A”. However, for the purposes of performing the Legal Work, Client will not be required to pay Hourly Rates that accrue during the term of this Agreement. In exchange, Paladin will be entitled to a “Success Fee” (described in Performance Incentives – Success Fees, below). Other than reimbursement of direct costs, Paladin will not be entitled to any form of payment from Client (beyond those payments already made for work performed through June 30, 2020) unless Client receives a Recovery or Recoveries as defined in Section 6.b.2.

Costs and disbursements are usually billed as incurred or received. The types of cost and disbursement items which may be charged to your account include, but are not limited to, court costs, filing fees, arbitration fees, mediation fees, expert witness fees, postage, copying costs, computerized litigation support, court reporting costs, travel costs (*e.g.*, airfare, hotel, meals, change fees) and any other out-of-pockets fees or costs incurred by Paladin directly related to this engagement and reasonably required for the performance

of the work contemplated herein. The basis upon which we calculate charges in each of the foregoing categories is identified on the attached Rate Schedule. See Appendix "A". Costs will be billed to Client as charged and Client relinquishes all claims, if any, for such things as mileage, travel vouchers, award points, rebates, or other award programs or discounts, if any. The Client agrees to pay and will promptly reimburse Paladin for all costs associated and incurred in connection with any travel by Paladin related to the Legal Work. Reasonable travel costs incurred in connection with or related to this matter will be charged as a reimbursable expense. Paladin may have invoices for expenses, such as deposition transcripts, expert fees or exhibit preparation fees may be sent to you from time to time for immediate payment directly to suppliers. Third party costs and disbursements (e.g. expert witnesses) will not be subject to any mark-up by Paladin.

We generally render bills monthly and ask that you review each statement carefully upon receipt. We are, of course, available to answer questions you may have about our activities or bills. Invoices are due and payable upon receipt. We reserve the right, however, to discontinue work on pending matters or to terminate our representation and the attorney-client relationship if any invoice remains due and unpaid.

b. Performance Incentives - Success Fees

1. *Success Fee.* As described in Section 6.a, Client will not be required to pay Paladin for accrued Hourly Rates in performance of the Legal Work. In exchange, and in consideration that the Client is responsible for and has made payment for legal work previously performed through June 30, 2020 for this matter, Paladin will receive a Success Fee of twenty percent (20%) of all Recoveries (defined below) obtained by or on behalf of the Client. The payment of the Success Fee is in addition to, and does not include, the payment of other costs and/or charges to Client described in this Agreement. Payment of the Success Fee shall be calculated on the value of the Recovery after reimbursement of fees and costs already paid or to be paid by Client. (By way of example, if a settlement of \$2,750,000 is reached on the eve of trial and there are \$750,000 in fees and costs previously paid or to be paid by City, Paladin would earn a Success Fee of \$400,000 [20% of \$2,000,000].)

In addition, the parties anticipate that Client may be paid attorneys' fees in connection with a successful outcome at trial or settlement. Provided attorneys' fees do not count against Client's Recovery, Paladin will be entitled to its accrued and unpaid fees at its Hourly Rates. In the event attorneys' fees and costs are awarded or otherwise paid by an adverse party or insurance carrier at a rate higher than the rates charged to Client, it is agreed that such payments are earned by Paladin and are in addition to any other fees, including Success Fees, Paladin is entitled to under this Agreement. (By way of example, if the standard hourly fee was \$550 and the hourly fee paid by an adverse party or insurance carrier was \$750, then Paladin would be entitled to the additional \$200 per hour). Such fees shall not be used in calculating Paladin's Success Fee. The Success Fee is not set by law, but the result of negotiation between Paladin and the Client. Decisions regarding settlement are reserved exclusively to the discretion of the Client with the advice of the City Attorney.

Legal fees paid as a Success Fee, if any, will be due and payable upon the Client's or its agent's, or Paladin's receipt of the Recovery. In the event that Paladin's representation of the Client in this engagement is terminated prior to the collection of any Recovery, the Client will remain obligated to pay Paladin its Success Fee based on the percentages provided in this section, if Paladin's Legal Work forms the basis for any Recovery by the Client. This obligation applies whether the Client discharges Paladin or Paladin withdraws from this representation for good cause, with Client consent, or with court approval. If Paladin's

Legal Work on this engagement does not form the basis for any Recovery by the Client, the Client will not be responsible for the payment of any Success Fee.

2. *Definition.*

“Recovery” and “Recoveries” are each defined as follows:

a. all monies received by, paid on behalf of, or paid for the benefit of the Client, including but not limited to, all sums paid to or for the benefit of the Client such as past, present and future investigation and remediation costs, award of costs, loss of rent, loss of value, or other damages; or

b. the value of all investigation and remediation activities performed by responsible parties. For purposes of determining applicable Success Fees, Paladin and the Client will agree on the value of investigation and remediation activities. If Paladin and the Client cannot agree on the value of non-cash benefits, those investigation and remediation activities shall be valued by a mutually agreed upon third party with appropriate expertise in valuation of the particular relief, service, or item. If the parties are unable to mutually agree upon a third party, the valuation will be decided through binding arbitration in accordance with Section 11 of this Agreement.

7. Paladin Law Group’s Specific Present Interest in and Lien on Payments and Recoveries.

It is agreed that Paladin has a specific present interest in any payments, claims, causes of action, moneys, or recoveries (collectively, “Payments”) due or received by either the Client or Paladin for work conducted in connection with Paladin’s representation of the Client (excluding Payments pursuant to settlement agreements with Lyons, Guess, Eco-Green, and Urban Farmbox). In the event Paladin’s representation of the Client is terminated for any reason prior to the collection of any Payment due, it is further agreed, that Paladin’s specific present interest in these Payments will be jeopardized by the Client’s discharge of Paladin and that Paladin may intervene, if necessary, to protect its specific present interest in those Payments due or received by either the Client or Paladin.

The Client hereby grants Paladin a lien on any Payments that are the subject of the representation described in this Agreement. By way of example and not limitation, this lien would attach to a judgment rendered, rights recovered, recoveries, or a settlement obtained in this matter, or if Paladin otherwise receives funds directed to the Client or for the Client’s benefit. Because a lien may affect Client’s property rights, the Client should seek the advice of an independent lawyer of Client’s choice before agreeing to this lien.

8. Interest on Past Due Amounts.

In the event that any bill is not paid within forty-five (45) days of the date it was sent, Paladin will be entitled to interest on that amount from that point forward at a rate of ten percent (10%) per annum.

9. Termination of Services.

Any party to the Agreement may terminate this Agreement at any time for any reason by written notice to the other party. This Agreement will also terminate at the completion of the work undertaken on your behalf as outlined in the Scope of Engagement section above. If this Agreement terminates before completion of the work undertaken, the effective date of the termination will be thirty (30) days from the date that notice of

termination is received. Upon termination, you are entitled to receive copies of all documents and files obtained or prepared by us for you, and we are permitted to retain copies (made at our expense) of all documents and files prepared by us.

If Paladin's representation of the Client is terminated, all fees and costs will be due and payable within twenty (20) days of the notice of termination or upon receipt of any Recovery by or for the benefit of the Client after the termination date. In the event that any fees and costs are not paid within twenty (20) days of the notice of termination or upon receipt of any Recovery received by or for the benefit of the Client after the termination date, Paladin will be entitled to interest on that amount from that point forward at the rate of ten percent (10%) per annum. In addition, in the event of such termination and the Client's failure to pay Paladin for fees and costs which are due and payable, the Client agrees to and will assume all responsibility for payment of any and all outstanding costs incurred by Paladin on behalf of the Client.

10. Governing Law.

Even though we may travel and deal with matters elsewhere on your behalf, the parties agree that this Agreement shall be governed in accordance with the laws of the State of California, without regard to its conflict of law provisions, and as further set forth immediately below.

11. Binding Arbitration and Waiver of Right to Jury.

Any claim or dispute arising out of or in any way relating to this agreement or to any services we provide to you or any third party that you have agreed to pay us to represent shall be resolved by binding arbitration before a single neutral arbitrator under JAMS' Rules of Practice and Procedure governing commercial disputes and California law. The provisions of California Code of Civil Procedure Section 1283.05 or its successor section(s), giving the arbitrator power to order and enforce discovery, are incorporated in and made a part of this agreement to arbitrate. The Arbitrator shall limit discovery, including depositions and the production of documents, to what is reasonably necessary to permit a full and fair determination of all claims; and shall entertain and promptly rule upon dispositive motions, including motions to dismiss, for summary judgment and for partial summary adjudication of issues, adopting procedures and standards comparable to those used in the United States District Courts. The arbitration hearing shall be held in West Sacramento, California, and shall commence no later than 12 months following the service of a Demand for Arbitration. The Arbitrator shall, within 15 days after the conclusion of the Arbitration hearing, issue a written award and a written statement of decision describing the reasons for the award, including the calculation of any damages awarded. The parties shall bear equally all costs and fees of JAMS and the Arbitrator. Judgment on any award entered by the Arbitrator may be entered in any court having jurisdiction. Further, the parties consent to personal jurisdiction and venue in the state and federal courts located in the County of Yolo to determine any issue arising out of or relating in any way to our Agreement.

By agreeing to this binding arbitration provision, the parties understand that they are waiving certain important rights and protections that otherwise may have been available to each of them if a dispute between them were determined by a judicial action including, without limitation, the right to a jury trial, and certain rights of appeal.

This arbitration provision shall not apply to any dispute concerning attorneys' fees or costs that under California law may not be subjected to an agreement for binding arbitration. All disputes subject to

arbitration under Business and Professions Code Sections 6200 et seq. as to which you timely exercise your right to arbitration under those provisions shall be submitted to the Bar Association of Yolo County for determination under the attorney-client fee arbitration rules then in effect.

In any dispute between us other than one for which California law forbids it, the prevailing party shall recover its reasonable attorneys' fees and costs (other than the charges of JAMS and the Arbitrator in arbitration under paragraph section).

NOTICE: By initialing in the space below you are agreeing to have the dispute decided by neutral arbitration as provided by California law **and you are waiving any and all rights you might possess to have the dispute litigated in a court or by jury trial.** By initialing in the space below you are waiving your judicial rights to appeal. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under the authority of the California Code of Civil Procedure. Your agreement to this arbitration provision is voluntary.

Each party to this Agreement understands and acknowledges that by entering into this Agreement, it has surrendered and waived the right that it would otherwise have to submit any dispute arising from or related to this Agreement for resolution by court or jury, including the right of appeal to a higher court.

We have read and understand the foregoing and agree to submit disputes arising between Paladin and the Client included in the foregoing arbitration provisions to a neutral arbitration.

City of West Sacramento _____ Paladin Law Group _____

12. Notice of Incorrect Billing within Forty-Five (45) Days.

You will review our bills carefully on receipt and shall have the affirmative obligation to advise us promptly if you have any questions or concerns about any fees and costs invoiced to you. This is necessary to enable us to respond to your billing concerns while the relevant facts are still fresh, and to ensure that we are made aware of potential problems and have an opportunity to address them before we incur significant additional fees and costs on your behalf. If, for any reason, the Client disputes all or any portion of any monthly statement rendered, the Client shall inform Paladin in writing within forty-five (45) days after receipt of the monthly statement. If there has been no such communication from you to Paladin within forty-five (45) days, the monthly statement, including all fees and costs, shall be deemed by both the Client and Paladin to be correct and payable in full as required under this Agreement.

13. Retention of Your File by Paladin.

The papers and property reasonably necessary to your representation that we accumulate in the course of our engagement (your "file") belong to you. Subject to any protective order, nondisclosure agreement or other applicable legal obligation, you may see or have your file at any time on reasonable notice. If you request that all or any portion of your file be returned to you at any time, we may retain a copy made at your expense of any portion of the file returned to you that is reasonable under the circumstances, including for the purpose of documenting the nature and extent of the services we have provided. In the event that all or any portion of your file becomes the subject of a subpoena, discovery request or other disclosure obligation ("Process") while in our possession, including after all services pertaining to that file have been completed,

you will be invoiced and obligated to pay our then-prevailing hourly rates and our costs for our response to that Process.

If we continue to hold all or any portion of your file after our representation of you in that matter is completed, we may notify you at any time of our intent to dispose of the file. We will send this notice to you by mail and email at the last mail and email addresses you provided to us. You will have sixty (60) days from the transmission of this notice to request that (subject to any court order, nondisclosure agreement or other legal obligation) we deliver the file as you direct, at your expense. If you fail to provide us such notice within that sixty-day period, you agree that we may destroy all or any part of the file without further notice to you.

14. Consent to Receive Information.

We occasionally send out announcements, newsletters, alerts and the like to some or all of our clients by fax, email, or mail. If there are items of this kind that you would prefer not to receive, please let us know. Please understand that we provide these materials as a courtesy; if there are specific areas of the law that you would like us to monitor and report on to you on an ongoing basis, we would be happy to arrange to do so in a separate engagement letter.

15. Errors & Omissions Insurance.

Paladin is covered by errors and omissions insurance applicable to all legal services it provides. The limits of our policy meet or exceed minimum requirements established by California law.

16. Mandatory Disclosures.

This Agreement, together with the Scope of Services Statement and all attachments, constitute the written agreement with Paladin as required by California Business and Professions Code §6147. For your convenience, a copy of this section is attached to this Agreement as Appendix "B".

17. Notice of Responsibility for Fees and Costs Imposed by Court.

Generally, parties to a legal proceeding are required to pay their own fees and costs. Under certain circumstances, however, the prevailing party in a legal proceeding may be entitled to recover its fees and costs as determined by the Court. The Client understands, acknowledges, and agrees that it is the Client's sole responsibility to pay any fees and costs which might be imposed by the Court based on contract or statute relating to any legal proceedings associated with the Legal Work. Paladin takes no responsibility for any fees or costs which might be awarded to an adverse prevailing party or otherwise related to the Legal Work.

18. Information and Cooperation.

We will take reasonable steps to keep you informed of the progress on the matters on which we represent you and to respond to your inquiries. If you are uncertain about something related to our representation, it is important that you ask us for clarification, which we will be glad to provide to the extent possible.

In order to represent you effectively, we need your full cooperation. This cooperation includes, for example, providing all documents and any other information relating to our representation of you, advising us of any parties who are adverse to you with respect to the Legal Work we are performing for you, and making personal appearances upon reasonable notice in furtherance of the representation.

19. Authority and Understanding of Agreement.

By signing this Agreement, you agree that you have the authority to enter into this Agreement, that you have reviewed and understand this Agreement, and that you agree to the terms and conditions of this Agreement, including the Appendixes.

Paladin Law Group® LLP

ACKNOWLEDGED AND AGREED TO:

By: _____

By: _____

City of West Sacramento
Aaron Laurel, City Manager

Dated: _____

Dated: _____

By: _____
Jeffrey M. Mitchell, City Attorney

Dated: _____

APPENDIX "A"

STANDARD FEE RATE SCHEDULE

<u>Professionals</u>	<u>Hourly Rate</u>
Partners and Senior Counsel	\$550
Senior Associates	\$475
Junior Associates	\$425
Law School Graduates with Bar Results Pending	\$375
Project Managers	\$250
Specialists, Analysts, Legal Assistants, or Paralegals	\$250

DISBURSEMENT CHARGES

Routine Facsimile Transmissions	\$1.00 per page sent or received
Routine Word Processing	No Charge
Black & White Photocopying, Scanning, and Printing (in house)	\$0.22 per page
Bates Stamping (in house)	\$0.08 per page
Mileage	\$.59 per mile
Color Copies and Printing (in house)	\$1.50 per page
Computerized Legal Research	At Cost
Long Distance Telephone Charges	At Cost
Postage and delivery services	At Cost
Travel, food and lodging	At Cost
Computerized Litigation Support	At Time and Cost
Secretarial Overtime, when required	\$75.00/hr.

Other disbursement charges are generally charged at cost or at a rate which is calculated to approximate our burdened cost of providing these services to you. Standard rates and charges are subject to change without notice.

*** Attorneys do not regularly practice in jurisdictions in which they are not admitted. If litigation is commenced in a jurisdiction in which an attorney is not admitted to practice, an application will be submitted pursuant to applicable Rules of Court for admission *pro hac vice*.**

APPENDIX "B"

CALIFORNIA BUSINESS AND PROFESSIONS CODE SECTION 6147

§ 6147. Contingency Fee Contracts; Duplicate Copy; Contents; Effect of Noncompliance; Recovery of Workers' Compensation Benefits

- (a) An attorney who contracts to represent a client on a contingency fee basis shall, at the time the contract is entered into, provide a duplicate copy of the contract, signed by both the attorney and the client, or the client's guardian or representative, to the plaintiff, or to the client's guardian or representative. The contract shall be in writing and shall include, but is not limited to, all of the following:
 - (1) A statement of the contingency fee rate that the client and attorney have agreed upon.
 - (2) A statement as to how disbursements and costs incurred in connection with the prosecution or settlement of the claim will affect the contingency fee and the client's recovery.
 - (3) A statement as to what extent, if any, the client could be required to pay any compensation to the attorney for related matters that arise out of their relationship not covered by their contingency fee contract. This may include any amounts collected for the plaintiff by the attorney.
 - (4) Unless the claim is subject to the provisions of Section 6146, a statement that the fee is not set by law but is negotiable between attorney and client.
 - (5) If the claim is subject to the provisions of Section 6146, a statement that the rates set forth in that section are the maximum limits for the contingency fee agreement, and that the attorney and client may negotiate a lower rate.
- (b) Failure to comply with any provision of this section renders the agreement voidable at the option of the plaintiff, and the attorney shall thereupon be entitled to collect a reasonable fee.
- (c) This section shall not apply to contingency fee contracts for the recovery of workers' compensation benefits.
- (d) This section shall become operative on January 1, 2000.

MEETING DATE: January 20, 2021

ITEM #13

SUBJECT:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST SACRAMENTO ESTABLISHING A BUDGET APPROPRIATION OF \$2,091,752 FOR SUPPORTIVE SERVICES AND OPERATIONAL COSTS RELATED TO THE HOMEKEY PROGRAM AT THE RODEWAY INN TO PROVIDE INTERIM HOUSING FOR INDIVIDUALS EXPERIENCING OR AT RISK OF EXPERIENCING HOMELESSNESS TO RESPOND TO THE COVID-19 PANDEMIC WITH GRANTS FROM ENTERPRISE COMMUNITY PARTNERS, INC., EMERGENCY SOLUTIONS CORONAVIRUS ROUND 2, AND COMMUNITY DEVELOPMENT BLOCK GRANT

INITIATED OR REQUESTED BY:

Council Staff

Other

REPORT COORDINATED OR PREPARED BY:

Raul Huerta, Housing Manager
Economic Development & Housing Department

ATTACHMENT Yes No Information Direction Action

OBJECTIVE

The purpose of this report is to provide sufficient information to facilitate Council consideration of adopting Resolution 21-4 recognizing revenue of \$960,000 from Enterprise Community Partners, Inc., \$553,091 from Emergency Solutions Grant Coronavirus Round 2, and \$578,661 from the Community Development Block Grant Program and authorizing expenditure of the funds for supportive services and operational costs related to the City's Homekey interim housing program at the prior Rodeway Inn.

RECOMMENDED ACTION

Staff respectfully recommends that the City Council adopt Resolution 21-4 (Attachment 1) recognizing \$2,091,752 of additional revenue for the City's Homekey Program from Enterprise Community Partners, Inc., Emergency Solutions Grant Coronavirus Round 2 and Community Development Block Grant Program and appropriating \$2,091,752 for the Homekey Program services and operating expenses to provide interim housing for individuals experiencing or at risk of experiencing homelessness.

BACKGROUND

On November 18, 2020 the Council authorized the acquisition of the 40-unit Rodeway Inn motel as part of its ongoing efforts to assist the homeless population amid the COVID-19 pandemic. The acquisition of the Rodeway Inn was made possible by funding from the State Homekey Program which was established as a follow up to the state's Project RoomKey. Project Roomkey was an element of the state's COVID-19 response to assist local jurisdictions with funding to provide motel housing for individuals experiencing homelessness or at risk of becoming homeless. Yolo County Health and Human Services Agency (HSSA) administers Project RoomKey county-wide and works closely with the cities of Davis, Woodland and West Sacramento for referrals and placements into local motels. HSSA pays for the room rentals and wrap around social services using Project Roomkey funding from the State. The Homekey Program is intended complement and sustain Project Roomkey, which was initiated in March 2020.

In addition to the \$3,519,212 Homekey Program award, a CARES-fund subaward of \$638,775 from Yolo County, City Community Development Block Grant Program funding of \$1,202,874 and Measure E funds of \$2,274,359 financed the acquisition and minor rehabilitation of the Rodeway Inn property. The City's award of Homekey Program funds for acquisition of the Rodeway Inn property require that City operate a housing program in the facility including supportive services for program participants. The Homekey Program at the Rodeway Inn must remain operational for a minimum of five-years.

ANALYSIS

Subsequent to the Council's approval to acquire the Rodeway Inn, the State Department of Housing and Community Development (HCD) notified staff that the City would also be receiving an operating subsidy of \$960,000 for the Homekey Program at the Rodeway Inn. The operating subsidy was awarded by Enterprise Community Partners, Inc. and must be spent by June 30, 2022. A grant agreement was executed on December 9, 2020. This 18-month operating subsidy will be used to help cover expenses for supportive services, case management, property management, meal distribution, laundry services, security, utilities and other miscellaneous expenses related to the City's Homekey Program.

Additionally, on January 13, 2021, staff submitted an Emergency Solutions Grant Coronavirus Round 2 (ESG-CV2) application in the amount of \$553,091 to the Yolo County Continuum of Care (CoC). ESG-CV2 funds will also be used for operations and services for the City's Homekey Program. The CoC is expected to announce awards in February 2021 and awards must be spent by June 30, 2022.

The City receives an annual allocation of Community Development Block Grant (CDBG) Program funds from the U.S. Department of Housing and Urban Development (HUD). While awards vary annually, staff anticipates allocating 2021 and 2022 CDBG funds totaling approximately \$578,661 to support operations and services for the Homekey Program.

Staff has identified Yolo County Housing, the Yolo County Children's Alliance and the Mercy Coalition of West Sacramento as the main service providers. Council consideration of two-year contracts for these service providers are separate agenda items for this meeting. While the property manager and services providers will be responsible for the majority of the day-to-day operations of the Homekey Program at the Rodeway Inn, there will continue to be a need for City staff to be involved to ensure coordination of services between providers, assist with participant turnover and placement and manage the consultant contracts, among other activities. The City's Homeless Services Coordinator will continue to play a major role in the Homekey Program with administrative support from Economic Development and Housing staff.

Environmental Considerations

On November 18, 2020, the Council made a finding that the acquisition of the Rodeway Inn was statutorily exempt from California Environmental Quality Act (CEQA) analysis under §50675.1.2 of the California Health and Safety Code relating to Multi-Family Housing and is exempt under the Class 1 (Existing Facilities) Categorical Exemption (California Code of Regulations, Title 14, Division 6, Chapter 3, Section 15301).

Furthermore, activities receiving CDBG funding must satisfy all National Environmental Policy Act (NEPA) requirements. The City completed the NEPA review on October 29, 2020 and determined that the project will have no significant impact on the human environment. Therefore, an Environmental Impact Statement under NEPA is not required.

Commission Recommendation

The expedited application process for the Homekey Program and the state schedule obligations for property acquisition and minor rehabilitation did not provide sufficient time to solicit feedback from the Economic Development and Housing Commission.

Strategic Plan Integration

The recommended actions address Homelessness and Communitywide Impacts, which is on the Council's 2020 Strategic Plan Management Agenda and was a 2019 Management Agenda Top Priority and a 2017-2018 Policy Agenda Top Priority. The recommend actions address the COVID Resiliency Framework, which is also on the Council's 2020 Strategic Plan Management Agenda.

Alternatives

The Council's primary alternative to the recommended action is to reject appropriating the Enterprise Community Partners, Inc., ESG-CV2 and CDBG revenue for operations and supportive services related to the City's Homekey Program. This is not recommended as the Enterprise Community Partners, Inc. award is bound to the State's Homekey Program award and must be used for operations and supportive services. ESG-CV2 Funds will also specifically be to assist with operations and supportive services for the Homekey Program and CDBG funds are eligible to be used for services to assist homeless individuals.

Coordination and Review

The report was coordinated with the Finance Division and the City's Homeless Services Coordinator.

Budget/Cost Impact

Council approval of Resolution 21-4 will increase revenues and expenses by \$2,091,752 resulting in no net additional cost impact to the City. The Enterprise Community Partners, Inc. revenue will cover approximately 70% to 80% of the operating and supportive services for Homekey for the 18-month term. However, staff has identified the ESG-CV2 program as a funding source to cover the difference during the 18-month period. An ESG-CV2 application was submitted to the Yolo County Continuum of Care on January 13, 2020 and awards are expected to be announced in February 2021. Additionally, staff anticipates allocating approximately \$578,661 in CDBG Program funds to cover the remaining two-year term of service contracts. Staff will also

continue to identify and track potential funding sources for operations and supportive services beyond the two-year service agreement period.

ATTACHMENT

1. Resolution 21-4

RESOLUTION 21-4

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST SACRAMENTO ESTABLISHING A BUDGET APPROPRIATION OF \$2,091,752 FOR SUPPORTIVE SERVICES AND OPERATIONAL COSTS RELATED TO THE HOMEKEY PROGRAM AT THE RODEWAY INN TO PROVIDE INTERIM HOUSING FOR INDIVIDUALS EXPERIENCING OR AT RISK OF EXPERIENCING HOMELESSNESS TO RESPOND TO THE COVID-19 PANDEMIC WITH GRANTS FROM ENTERPRISE COMMUNITY PARTNERS, INC., EMERGENCY SOLUTIONS CORONAVIRUS ROUND 2 AND COMMUNITY DEVELOPMENT BLOCK GRANT

WHEREAS, the City was awarded Homekey Program funds from the State Department of Housing and Community Development (HCD) for motel acquisitions for interim housing to serve people experiencing, or at risk of experiencing, homelessness who are impacted by the COVID-19 pandemic; and

WHEREAS, on November 18, 2020, the City Council authorized the acquisition of the Rodeway Inn as part of the Homekey Program and appropriated additional Measure E, Community Development Block Grant and Yolo County Coronavirus Relief Funds for the motel purchase; and

WHEREAS, the City was notified by HCD that Enterprise Community Partners, Inc. had awarded the City's Homekey Program a \$960,000 operational subsidy and a grant agreement was executed on December 9, 2020; and

WHEREAS, on January 13, 2021 the City submitted an application in the amount of \$553,091 to the Yolo County Continuum of Care for Emergency Solutions Grant Coronavirus Round 2 (ESG-CV2) funds to support operations for the City's Homekey Program which it is projected to receive; and

WHEREAS, the City receives an annual allocation of Community Development Block Grant (CDBG) Program funds from the Department of Housing and Urban Development and intends to allocate approximately \$578,661 in CDBG funds to support operations for the City's Homekey Program; and

WHEREAS, the City Council has considered all information related to this matter, as presented at the public meetings of the City Council identified herein, including any supporting reports by City staff, and any other information provided during public meetings.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of West Sacramento as follows:

1. The City Council hereby approves amendments to the Operations and Maintenance budget for fiscal year 2020/21 as listed below.

SOURCES

\$960,000	260-9853-4825	Enterprise Community Partners, Inc. Contribution
\$553,091	260-9853-4640	ESG-CV2
\$578,661	260-9850-4990	CDBG Program

USES

\$2,091,752	260-9853-5259	Homekey Program Special Department Expense
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2. The City Council hereby finds that the facts set forth in the recitals to this Resolution are true and correct and establish the factual basis for the City Council's adoption of this Resolution.
3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the West Sacramento City Council this 20th day of January 2021, by the following vote:

AYES:
NOES:
ABSENT:

Martha Guerrero, Mayor

ATTEST:

Yashin Abbas, City Clerk

MEETING DATE: January 20, 2021

ITEM #14

SUBJECT:

CONSIDERATION OF AGREEMENT FOR SERVICES WITH THE YOLO COUNTY CHILDREN'S ALLIANCE FOR CASE MANAGEMENT AND SUPPORTIVE SERVICES FOR THE HOMEKEY PROGRAM AT THE RODEWAY INN

INITIATED OR REQUESTED BY:

Council Staff
 Other

REPORT COORDINATED OR PREPARED BY:

Raul Huerta, Housing Manager
Economic Development & Housing Department

ATTACHMENT Yes No Information Direction Action

OBJECTIVE

The purpose of this report is to provide sufficient information for the Council to approve an Agreement for Services with the Yolo County Children's Alliance to provide case management and supportive services for the Homekey Program at the Rodeway Inn.

RECOMMENDED ACTION

Staff respectfully recommends that the City Council:

1. Approve the 12-month Agreement for case management and supportive services with the Yolo County Children's Alliance for an amount not to exceed \$300,000 to provide for the Homekey Program at the Rodeway Inn and authorize the City Manager to execute the Agreement; and
2. Delegate Authority to the City Manager, or his designee, to extend the Agreement for Services for up to an additional 12-month term for an additional not to exceed amount of \$300,000; and
3. Authorize the City Manager to make non-substantive changes or modifications to the Agreement for Services, with approval from the City Attorney.

BACKGROUND

On November 18, 2020 the Council authorized the acquisition of the 40-unit Rodeway Inn motel as part of its ongoing efforts to assist the homeless population amid the COVID-19 pandemic. The acquisition of the Rodeway Inn was made possible by funding from the State Homekey Program which was established as a follow up to the state's Project Roomkey. Project Roomkey was an element of the state's COVID-19 response to assist local jurisdictions with funding to provide motel housing for individuals experiencing homelessness or at risk of becoming homeless. Yolo County Health and Human Services Agency (HSSA) administers Project RoomKey county-wide and works closely with the cities of Davis, Woodland and West Sacramento for referrals and placements into local motels. HSSA pays for the room rentals and wrap around social services using Project Roomkey funding from the State. The Homekey Program is intended to complement and sustain Project Roomkey, which was initiated in March 2020.

In addition to the \$3,519,212 Homekey Program award, a CARES-fund subaward of \$638,775 from Yolo County, City Community Development Block Grant Program funding of \$1,202,874 and Measure E funds of \$2,274,359 financed the acquisition and minor rehabilitation of the Rodeway Inn property. The City's award of Homekey Program funds for acquisition of the Rodeway Inn property requires that the City operate a housing program in the facility including supportive services for program participants. The Homekey Program at the Rodeway Inn must remain operational for a minimum of five-years.

ANALYSIS

Prior the City's acquisition of the Rodeway Inn for the Homekey Program, the motel had been under an emergency lease agreement with HSSA as part of Project RoomKey; the City has been an active participant in the County's Project Roomkey during that time. The Yolo County Children's Alliance (YCCA) has been providing case management and supportive services to Project Roomkey-leased sites in West Sacramento, including the Rodeway Inn. Following the City's acquisition of the Rodeway Inn, HSSA agreed to continue to provide case management and supportive services for Homekey Program participants at the Rodeway Inn through the end of January 2021 to allow the City to enter into service agreements to continue these services.

Working with the homeless population has unique challenges, one of which, is gaining the trust and building a rapport with participations so that they engage with case managers. YCCA, in coordination with the City's Homeless Services Coordinator, has built that trust and rapport with Homekey Program participants at the Rodeway Inn for the past nine months. Because of the urgency to continue providing case management and

supportive services to Homekey Program participants at the Rodeway Inn, staff is recommending the Council authorize a service agreement with YCCA for case management and supportive services for the Homekey Program. A complete description of the case management and services that YCCA will provide are included in Exhibit A of the Agreement for Services, attached to this agenda report as Attachment 1. Some of these services include conducting needs assessments, individual service planning and goal setting, health screenings, medication pickup and crisis intervention. Additionally, permanent housing readiness such as assisting in securing identification cards, economic self-sufficiency assistance and housing navigation and referrals will also be provided by YCCA. The 40-unit Rodeway Inn motel currently houses 60 individuals and it is anticipated that more than 80 individuals will be serviced over the next 12 months.

While YCCA will be responsible for the majority of the day-to-day case management and supportive services to Homekey Program participants at the Rodeway Inn, there will continue to be a need for City staff to be involved to ensure coordination of services between providers, assist with participant turnover and placement and manage the consultant service agreement, among other activities. The City's Community Outreach and Support *Division* will continue to play a major role in the Homekey Program with administrative support from Economic Development and Housing staff.

Environmental Considerations

On November 18, 2020, the Council made a finding that the acquisition of the Rodeway Inn was statutorily exempt from California Environmental Quality Act (CEQA) analysis under §50675.1.2 of the California Health and Safety Code relating to Multi-Family Housing and are exempt under the Class 1 (Existing Facilities) Categorical Exemption (California Code of Regulations, Title 14, Division 6, Chapter 3, Section 15301).

Furthermore, activities receiving CDBG funding must satisfy all National Environmental Policy Act (NEPA) requirements. The City completed the NEPA review on October 29, 2020 and determined that the project will have no significant impact on the human environment. Therefore, an Environmental Impact Statement under NEPA is not required.

Commission Recommendation

The award of this service agreement is not a policy action and thus feedback from the Economic Development and Housing Commission was not solicited.

Strategic Plan Integration

The recommended actions address Homelessness and Communitywide Impacts, which is on the Council's 2020 Strategic Plan Management Agenda and was a 2019 Management Agenda Top Priority and a 2017-2018 Policy Agenda Top Priority. The recommended actions address the COVID Resiliency Framework, which is also on the Council's 2020 Strategic Plan Management Agenda.

Alternatives

The Council's primary alternative to the recommended action is to reject the Agreement for Services with YCCA for case management and supportive services for the City's Homekey Program. This alternative is not recommended as HHSA will only provide case management and supportive services through the end of January 2021; and, the obligation to provide a housing program is a condition of the state Homekey funding. Additionally, case management and supportive services is a key component for the success of the City's Homekey Program.

Coordination and Review

The report was coordinated with the Finance Division and the Police Department's Community Outreach and Support Division.

Budget/Cost Impact

Council approval of Resolution 21-4 on the Council consent calendar for this January 20, 2021 meeting recognizes the Enterprise Community Partners and the Emergency Solution Grant Coronavirus Round 2 (ESG-CV2) revenues and appropriates the funds necessary for the three services contracts being recommended for Council approval to operate the Roomkey housing program.

The city received a \$960,000 operating subsidy as part of the Homekey Program award from Enterprise Community Partners, Inc. to assist with case management, supportive services and operating costs, including property management. Staff estimates that this 18-month operating subsidy will cover approximately 70% to 80% of all the operating and services costs for the 18-month term. However, staff has identified the ESG-CV2 program as a funding source to cover the difference during the 18-month period. An ESG-CV2 application was

submitted to the Yolo County Continuum of Care (CoC) on January 13, 2020 and awards are expected to be announced in February 2021. Staff will continue to identify funding sources to cover the remaining term of the two-year service agreements. Staff will also continue to identify and track potential funding sources for operations and supportive services beyond the two-year service agreement period.

ATTACHMENT

1. Agreement for Services with Yolo County Children's Alliance

**Agreement for Services
Between City of West Sacramento and Yolo County Children's Alliance for the Homekey
Program**

This Agreement for Services ("Agreement") is made and entered upon the last signature date set forth below, by and between the City of West Sacramento, a municipal corporation ("City") and Yolo County Children's Alliance, ("Provider"), collectively referred to as the parties ("the Parties").

WITNESSETH

WHEREAS, the City acquired the Rodeway Inn Motel and desires to engage Yolo County Children's Alliance to provide case management and supportive services at 817 West Capitol Avenue, West Sacramento; and

WHEREAS, the Department of Housing and Community Development (Department) issued a Notice of Funding Availability ("NOFA"), dated July 16, 2020, for the Homekey Program ("Homekey" or "Homekey Program" pursuant to Health and Safety Code section 50675.1.1 (Assem. Bill No. 83 (2019-2020 Reg. Sess.), § 21.); and

WHEREAS in an effort to continue to reduce the impacts of the COVID-19 pandemic on one of the most vulnerable populations, on August 5, 2020 the City Council authorized the submittal of Homekey Program Applications to the Department for motel acquisitions to serve people experiencing, or at risk of experiencing, homelessness who are impacted by the COVID-19 pandemic; and

WHEREAS, on August 13, 2020, the City submitted Homekey Program Applications to the Department for motel acquisitions to serve people experiencing, or at risk of experiencing, homelessness who are impacted by the COVID-19 pandemic; and

WHEREAS, the City desires to obtain services specified in Exhibit A, Scope of Services of this Agreement for homeless clients of the City's Homekey Program; and

WHEREAS, Provider expressed interest and availability in providing the services specified in Exhibit A, Scope of Services of this Agreement

NOW, THEREFORE, BASED ON THE FOREGOING RECITALS, the parties hereby agree as follows:

I. PURPOSE

The purpose of this Agreement is to describe the roles and responsibilities of City and Provider in connection with the West Sacramento Homekey Program.

II. RESPONSIBILITIES

- A. Provider. During the term of this Agreement, Provider shall carry out all activities necessary to completion of the services described in **Exhibit A** in conformance with the Performance Standards (**Exhibit C**) and within the Budget (**Exhibit B**).
- B. City. During the term of this Agreement, the City shall perform the following:
 - 1. Provide funding for Provider's the West Sacramento Homekey Program, more specifically described in Exhibit A-Scope of Services in accordance with Section III of this Agreement.
- C. All Parties. During the term of the Agreement, the Parties shall:

1. Consult and collaborate, as needed, to ensure the success of the West Sacramento Homekey Program.
2. Exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement.

III. **COMPENSATION AND METHOD OF PAYMENT**

- A. A budget for the West Sacramento Homekey Program is attached to this Agreement as **Exhibit B** (the "Budget"). The Provider shall invoice the City as specified in the Section, IV. Method of Payment, below.

IV. **METHOD OF PAYMENT**

- A. Upon receipt of a monthly invoice from Provider, the City shall pay Provider for services provided under this Agreement, up to the maximum amount of \$300,000. Invoices shall be in an electronic format and submitted to Isaah Alford, Community Investment Specialist, at isaaha@cityofwestsacramento.org. All invoices shall be submitted with any required supporting documentation accompanying the invoice.
- B. Claims, with any required supporting documentation, may also be submitted via US Postal Service mail addressed to:

City of West Sacramento
Economic Development and Housing
1110 West Capitol Avenue
West Sacramento, CA 95691
Attn: Isaah Alford

- C. City shall authorize payment within 30 days of the receipt of Provider's appropriate invoice, required reports, and any further documentation requested by the City for purposes of this Agreement. In the event that the Provider fails to comply with any provision of this Agreement, City may withhold payment otherwise due Provider pursuant to this Agreement or any other agreement between Provider and City until such noncompliance has been corrected.
- D. Provider shall use the funds provided by City exclusively for the purposes of performing the services required by this Agreement. No funds provided by City pursuant to this Agreement shall be used for any political activity or political contribution.

V. **REPORTS**

- A. Provider shall complete reports as required by this Agreement, including **Exhibit C** ("Performance Measures"), and such additional information and reports relating to the services otherwise required by this Agreement as are reasonably requested by the City, at the times and in the manner specified by this Agreement. Provider shall provide completed reports to City.

VI. **RECORDS; ACCESS, RETENTION**

Provider shall retain and make available for review by the City and its designees all records, documents, and general correspondence relating to this Agreement and the services required hereunder for a period of not less than five (5) years after receipt of final payment or until all pending audits and proceedings are completed, whichever is later. At least thirty (30) calendar days prior to any destruction of these records following

the four years, Provider shall notify the City. Upon such notification, the City shall either agree to the destruction or authorize the records to be forwarded to the City for further retention.

VII. TERM AND TERMINATION

- A. The term of this Agreement shall be from February 1, 2021 through January 31, 2022 unless sooner terminated as hereinafter provided. The City Manager or his or her deignee may, by written instrument signed by the Parties, extend the duration of this Contract for up to a 12-month period in the manner provided in Section XXVII. Compensation for this extended term may not exceed an additional \$300,000 in accordance with the budget set forth as Exhibit B.
- B. Either party may terminate this Agreement in whole or in part, in its sole discretion, for any reason or for no reason at all, upon at least 30 days advance written notice to the other party.
- C. Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the defaulting party of such default in writing and provide not less than thirty (30) days to cure the default. Such notice shall describe the default and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within said thirty- day period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon not less than fifteen (15) days advance written notice.
- D. This Agreement is subject to the City, the State of California and the United States appropriating and approving sufficient funds for the activities required of the Provider pursuant to this Agreement. If the City's adopted budget and/or its receipts from the State of California and the United States do not contain sufficient funds for this Agreement, the City may terminate this Agreement by giving ten (10) days advance written notice thereof to the Provider, in which event the City shall have no obligation to pay the Provider any further funds or provide other consideration and the Provider shall have no obligation to provide any further services pursuant this Agreement. If the City terminates the Agreement pursuant to this subparagraph, the City will pay Provider in accordance with this Agreement for all services performed to the satisfaction of the City before such termination and for which funds have appropriated as required by law.

VIII. WARRANTIES, RESPONSIBILITIES, APPLICABLE LAWS

- A. Provider agrees and represents that it is qualified to properly provide the services set forth in **Exhibits A and C** in a manner which is consistent with the generally accepted standards of Provider's profession.
- B. In the performance of the services required by this Agreement, Provider shall comply with all applicable Federal, State, and County statutes, ordinances, regulations, directives and laws. This Agreement is also subject to any additional restrictions or conditions that may be imposed upon the City by the Federal or State government, including requirements associated with the Homekey Program.
- C. Provider shall designate a project manager who at all times shall represent the Provider before the City on all matters relating to this Agreement. 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 Provider, or is replaced with the written approval of the City, which approval shall not be unreasonably withheld.

- D. Provider shall maintain all licenses, permits, qualifications and approvals of whatsoever nature that are legally required to perform any services contemplated by this Agreement.

IX. NON-DISCRIMINATION IN SERVICES AND BENEFITS

Provider shall provide the services contemplated by this Agreement without discrimination based on color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability in accordance with all applicable Federal, State and City laws and regulations and any administrative directives established by the West Sacramento City Council. For the purpose of this Agreement, distinctions on the grounds of color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability include but are not limited to the following: denying a participant any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any way in the enjoyment or any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether the participant has satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; and the assignment of times or places for the provision of services.

X. LIABILITY OF CONSULTANT - NEGLIGENCE:

Provider shall be responsible for performing the work under this Agreement in a manner which is consistent with the generally accepted standards of the Provider'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 Provider or its employees, agents, contractors or subcontractors.

XI. INDEMNIFICATION

- A. Provider 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 Provider's negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this Agreement 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 Agreement.
- B. Any subcontractor shall agree to be bound to the Provider and the City in the same manner and to the same extent as Provider is bound to the City under the Agreement. Any subcontractor shall further agree to include the same requirements and provisions of this Agreement, including the indemnity and Insurance requirements, with any Sub-subcontractor to the extent they apply to the scope of the Sub-subcontractor's work. A copy of the City's Indemnity and Insurance provisions will be furnished to the subcontractor upon request.
- C. In providing any defense under this Paragraph, Provider shall use counsel reasonably acceptable to the City Attorney.

XII. INSURANCE

- A. Provider shall not commence any work before obtaining and shall maintain in force at all times during the duration and performance of this Agreement, 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 Agreement and prior to commencement of any work, the Provider shall furnish the City with certificates of insurance and copies of endorsements providing evidence of coverage for all policies required by the Agreement. The Provider and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Agreement 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 Provider and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Agreement. The failure of Provider 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 Agreement. Approval of the insurance by the City shall not relieve or decrease any liability of Provider.

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

- a. Worker's Compensation - Insurance to protect the Provider, 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 Provider shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in the Agreement Documents.
- b. Provider 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 Provider.

2. Commercial General Liability Insurance

- a. The insurance shall be provided on form CG0001, or its equivalent, and shall include coverage for claims for bodily injury or property damage arising out of premises/operations, products/completed operations, contractual liability, and subconsultant's work and personal and advertising injury resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than **\$1,000,000.00** per occurrence and **\$3,000,000** general and products/completed operations aggregates.
- b. The commercial general liability insurance shall also include the following:

- i. Endorsement equivalent to CG 2010 0714 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 Provider'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 Provider'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).
- C. In addition to any other remedy the City may have, if Provider 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 Provider under this Agreement.
- D. No policy required by this Agreement shall be suspended, cancelled, terminated by either party, or reduced in coverage or in limits unless Provider 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 Provider are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Provider under the Agreement.

XIII. NOTICE

- A. All notices shall be deemed to have been given when made in writing and

delivered or mailed to the respective representatives of City at the following address:

To City: City of West Sacramento
Attention: Aaron Laurel, City Manager
1110 West Capitol Avenue, 3rd Floor
West Sacramento, CA 95691

To YCCA: Yolo County Children's Alliance
Attention: Katie Villegas, Executive Director

- B. In lieu of written notice to the above addresses, any party may provide notices through the use of email provided the following email addresses are used:

City: aaronl@cityofwestsacramento.org

- C. Any party may change the address or email address to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.
- D. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using email, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

XIV. CONFLICT OF INTEREST

- A. Provider shall comply with the laws and regulations of the State of California and City regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100 including regulations promulgated by the California Fair Political Practices Commission.
- B. Provider covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Provider's obligations and responsibilities hereunder. Provider further covenants that in the performance of this Agreement, no person having any such interest shall be employed. This covenant shall remain in force until Provider completes performance of the services required of it under this Agreement.
- C. Provider agrees that if any fact comes to its attention that raises any question as to the applicability of any conflict of interest law or regulation, Provider will immediately inform the City and provide all information needed for resolution of the question.

XV. COVENANT AGAINST CONTINGENT FEES

Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working for Provider, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other

consideration, contingent upon or resulting from the award or making this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability, or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

XVI. AUDITS

- A. Any and all books and records maintained by Provider related to services provided under this Agreement shall be provided to the City upon request.
- B. Should an Audit Report or any State or City audit determine that Provider has misspent funds and been overpaid based on the requirements of this Agreement and applicable laws and regulations, City shall demand repayment from Provider in the amount of such audit findings and withhold any payment otherwise due under this Agreement until Provider repays such amount. Provider shall repay City such amount within sixty (60) days of the date of the City's demand for repayment. Should Provider fail to repay City within sixty (60) days of the date of City's demand for repayment, the City may offset the amount due from Provider against any amounts that would otherwise be due from the City to Provider pursuant to this Agreement or any other Agreement or source.
- C. Any failure or refusal by Provider to permit access to any books, records or other information required to be provided to the State &/or the City by this Agreement &/or the State contract shall constitute an express and immediate breach of this Agreement.

XVII. ASSIGNMENT AND SUBCONTRACTS

- A. None of the services covered by this Agreement shall be subcontracted without the prior written consent of the City, which will not be unreasonably withheld. Provider 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 Provider.
- B. Provider shall not assign or transfer any interest in this Agreement 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 Provider from the City under this Agreement 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.

XVIII. STATUS OF PARTIES

It is understood and agreed by all the Parties that each is an independent agency or contractor, and that no relationship of employer-employee exists between any of the Parties hereto. No party or its assigned personnel shall be entitled to any benefits payable to employees of any other party. It is further understood and agreed that no party or its assigned personnel shall have any right to act on behalf of any other party in any capacity whatsoever to bind any other party to any obligation whatsoever.

XIX. SUCCESSORS

This Agreement, its terms, conditions, and provisions herein contained shall, subject to the provisions as to assignments, inure to the benefit and bind successors of each of the

Parties hereto.

XX. CITY AMENDMENT AUTHORITY

- A. City Manager's Authority:
City Manager may approve and execute amendments regarding allocation of funds between categories of services, scope of services, billing rates, and other contract language changes set forth elsewhere in this Agreement provided the modifications are generally consistent with the original approved scope of the Agreement and do not increase the maximum compensation allowed under Section III.A of this Agreement.
- B. West Sacramento City Council Authority:
All other authority to approve and execute amendments or exercise option year(s) related to this Agreement is reserved by the West Sacramento City Council.

XXI. WAIVER

The waiver by the City or any of its officers, agents or employees or the failure of the City or its officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

XXII. AUTHORIZED REPRESENTATIVE

The persons executing this Agreement on behalf of each of the Parties affirmatively represent that s/he has the requisite legal authority to enter this Agreement on behalf of the party and to bind the party to the terms and conditions of this Agreement.

XXIII. PUBLIC RECORDS ACT

Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

XXIV. THIRD PARTY RIGHTS

Except where specifically stated otherwise in this document, the promises in this document benefit the City and Provider only. They are not intended to, nor shall they be interpreted or applied to, give any enforcement rights to any other persons (including corporate) which might be affected by the performance or non-performance of this Agreement, nor do the parties hereto intend to convey to anyone any "legitimate claim of entitlement" with the meaning and rights that phrase has been given by case law.

XXV. GOVERNING LAW

This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a court of competent jurisdiction located in Yolo County, California.

XXVI. SEVERABILITY

If any provision of this Agreement is adjudicated by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.

XXVII. ENTIRE AGREEMENT

- A. The complete Agreement shall include the following exhibits and attachment(s)

attached hereto and incorporated herein:
Exhibit A: Scope of Services
Exhibit B: Budget/Terms of Payment
Exhibit C: Performance Measures

The City and Provider shall each comply with all of the terms and conditions set forth in these exhibits and attachment(s). In the event of any conflict between any of the provisions of this Agreement (including Exhibits and attachments), the provision that requires the highest level of performance from Provider for the City's benefit shall prevail.

- B. This Agreement constitutes the entire agreement between the City and Provider and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

PROVIDER

CITY

Name

Aaron Laurel, City Manager

Date

Date

ATTEST

Yashin Abbas, City Clerk

APPROVED AT TO FORM

Jeffrey Mitchell, City Counsel

EXHIBIT A SCOPE OF SERVICES

All work is trauma informed and operates under guidance of housing first principles. Housing First principles means that the first thing we do, before anything else, is get people into shelter. Then we work on harm reduction and case management.

Scope of Work Services will be provided Monday - Friday 8am – 5pm. If services are needed outside of these hours, staff providing service will be paid overtime according to state and federal labor laws.

YCCA will provide the following services and tasks:

- On Site Intensive Case Management
 - move-in process
 - service intake process
 - needs assessment
 - individual service planning and goal setting
 - monitoring & evaluation (personal check in on wellness and needs status)
 - health screenings
 - medication pickup
 - crisis intervention
 - case coordination with other Yolo county providers (e.g., FUP meetings)

- Permanent Housing Readiness:
 - assistance securing identification cards (e.g., birth certificates, Social Security cards), credit reports,
 - economic self-sufficiency such as assistance connecting to employment and workforce training, money management training, tax preparation assistance
 - housing navigation and referrals through the Homeless Services Coordinators and the Coordinated Entry System, including connecting people to financial assistance for housing related costs (e.g., application fees, move-in costs, deposit assistance, short term rental assistance), and assisting them with referrals to programs such as Section 8

- Professional Supportive Services:
 - linkage to and coordination and/or provision of services for mental health, addiction, primary healthcare physician, disability assistance, legal services, education
 - assistance enrolling in public benefits (e.g., Covered CA, MediCal, WIC, CalFresh, SSDI, SSI, CalWORKS)
 - referrals related to childcare, school, and parenting

- Transportation:
 - connecting people to West Sacramento's VIA system for local transportation need

- setting up and paying for taxi service to medical appointments, DMV appointments, benefits assistance appointments
- Data Collection
 - excel sheets,
 - salesforce database
 - entry in to HMIS

**EXHIBIT B
 BUDGET**

**Project Homekey – First Year / 12 Months
 Yolo County Children's Alliance**

Expense	Amount
Personnel – salary & wages	
Housing Programs Manager .75 FTE	\$45,000
Housing Navigator 3 FTE	\$135,000
Benefits @ 23%	\$41,400
Total Personnel	\$221,400
Operating Expenses	
Telephone Service for 4 staff	\$2,400
Telephone Equipment for 3 staff	\$1,500
Laptops for 2 staff	\$3,000
Staff Mileage	\$1,946
IT service	\$4,000
Program Materials & Supplies	\$1,542
Annual Homeless Resources Fair	\$2,500
Participant Meds	\$4,060
Participant Travel (via, taxi, bus pass)	\$7,652
Total Operating Expenses	\$28,600
Total Direct Costs (personnel & operating)	\$250,000
<i>Indirect Costs @ 20%</i>	\$50,000
TOTAL PROGRAM BUDGET	\$300,000

**EXHIBIT C
 PERFORMANCE MEASURES**

Program Purpose	To improve the lives of persons experiencing homelessness in the City of West Sacramento by providing supportive services and case management to Homekey Program participations.
Performance Measure 1: How much did we do?	
1.1	Participants Served: # of participants served by Yolo County Children Alliance <ul style="list-style-type: none"> • Goal: 80 persons from February 1, 2021 through January 31, 2022
Performance Measure 2: Is anyone better off?	
2.1	Permanent Housing: % (#) of participants who secured permanent housing <ul style="list-style-type: none"> • Goal: 10% (8)
2.2	Increase Benefits: % (#) of participants who increased and/or maintained their non- cash benefits including CalFresh and Medi-Cal <ul style="list-style-type: none"> • Goal: 80% (64)
2.3	Increase Income: % (#) of participants who increased their total income, including cash benefits. <ul style="list-style-type: none"> • Goal: 10% (8)

MEETING DATE: January 20, 2021

ITEM #15

SUBJECT:

CONSIDERATION OF AGREEMENT FOR SERVICES WITH THE MERCY COALITION OF WEST SACRAMENTO FOR FOOD DISTRIBUTION AND LAUNDRY SERVICES FOR THE HOMEKEY PROGRAM AT THE RODEWAY INN

INITIATED OR REQUESTED BY:

Council Staff
 Other

REPORT COORDINATED OR PREPARED BY:

Raul Huerta, Housing Manager
Economic Development & Housing Department

ATTACHMENT Yes No Information Direction Action

OBJECTIVE

The purpose of this report is to provide sufficient information for the Council to approve an Agreement for Services with the Mercy Coalition of West Sacramento to provide food distribution and laundry services for the Homekey Program at the Rodeway Inn.

RECOMMENDED ACTION

Staff respectfully recommends that the City Council:

1. Approve the Agreement with Mercy Coalition of West Sacramento and authorize the City Manager to execute the 12-month Agreement for Services with the Mercy Coalition of West Sacramento for an amount not to exceed \$126,400 to provide food distribution and laundry services for the Homekey Program at the Rodeway Inn; and
2. Delegate Authority to the City Manager, or his designee, to extend the Agreement for Services for up to an additional 12-month term for an additional not to exceed amount of \$126,400; and
3. Authorize the City Manager to make non-substantive changes or modifications to the Agreement for Services, with approval from the City Attorney.

BACKGROUND

On November 18, 2020 the Council authorized the acquisition of the 40-unit Rodeway Inn motel as part of its ongoing efforts to assist the homeless amid the COVID-19 pandemic. The acquisition of the Rodeway Inn was made possible with funds from the State Homekey Program, a follow up to Project Roomkey. Funding from Project Roomkey was provided to local jurisdictions for leasing motels to protect individuals experiencing homelessness during the COVID-19 pandemic. Yolo County Health and Human Services Agency (HSSA) has administered Project RoomKey county-wide since March 2020 and works closely with the cities of Davis, Woodland and West Sacramento for referrals and placements into local motels. HSSA pays for the room rentals and wrap around social services using Project Roomkey funding from the State. The Homekey Program is intended to complement and sustain Project Roomkey.

The State Department of Housing and Community Development (HCD) announced the Homekey Program in late July 2020 and the City submitted Homekey Applications for the acquisition of four motels. The City received notification of an award in October 2020 for all four applications. Ultimately, only negotiations for the purchase of the Rodeway Inn materialized. In addition to the \$3,519,212 Homekey Program award, a CARES-fund subaward of \$638,775 was secured from Yolo County and City Community Development Block Grant Program funding of \$1,202,874 and Measure E funding of \$2,274,359 financed the acquisition and minor rehabilitation of the Rodeway Inn. With the acquisition of the Rodeway Inn, the City is now responsible for operations and supportive services for Homekey Program participants. The Homekey Program at the Rodeway Inn must remain operational for a minimum of five years.

ANALYSIS

Prior to the City's acquisition of the Rodeway Inn for the Homekey Program, the motel was under an emergency lease agreement with HSSA as part of Project Roomkey and the City has been an active participant in the County's Project Roomkey since that time. The Mercy Coalition of West Sacramento (Mercy Coalition) has been providing food distribution services to Project Roomkey-leased sites in West Sacramento, including the Rodeway Inn. Following the City's acquisition of the Rodeway Inn, HSSA agreed to continue to provide supportive services, including food distribution, for Homekey Program participants at the Rodeway Inn through the end of January 2021 to allow the City to enter into service agreements to continue these services.

Because of the urgency of providing continuous supportive services to Homekey Program participants at the Rodeway Inn, staff is recommending that Council authorize a services agreement with the Mercy Coalition for food distribution and laundry services for the Homekey Program. A complete description of the services that the Mercy Coalition will provide are included in Exhibit A of the Agreement, attached to this agenda report as Attachment 1. The Mercy Coalition will make meal deliveries to Homekey Program participants three days per week, providing a full week of hot and cold meals. The Mercy Coalition will also be responsible for personal laundry collection and distribution once a week in addition to on-site collection, distribution and laundry of linens three-times per week. The 40-unit Rodeway Inn motel currently houses 60 individuals and it's anticipated that more than 80 individuals will be serviced over the next 12 months.

The Mercy Coalition along with the on-site property manager and case management provider will be responsible for the majority of the day-to-day supportive services and operations to Homekey Program participants at the Rodeway Inn. However, there will continue to be a need for City staff to be involved to ensure coordination of services between providers, assist with participant turnover and placement, and manage the consultant service agreements, among other activities. The City's Community Outreach and Support Division of the Police Department will continue to play a major role in the Homekey Program with administrative support from Economic Development and Housing staff.

Environmental Considerations

On November 18, 2020, the Council made a finding that the acquisition of the Rodeway Inn was statutorily exempt from California Environmental Quality Act (CEQA) analysis under §50675.1.2 of the California Health and Safety Code relating to Multi-Family Housing and are exempt under the Class 1 (Existing Facilities) Categorical Exemption (California Code of Regulations, Title 14, Division 6, Chapter 3, Section 15301).

Furthermore, activities receiving CDBG funding must satisfy all National Environmental Policy Act (NEPA) requirements. The City completed the NEPA review on October 29, 2020 and determined that the project will have no significant impact on the human environment. Therefore, an Environmental Impact Statement under NEPA is not required.

Commission Recommendation

The award of this service agreement is not a policy action and thus feedback from the Economic Development and Housing Commission was not solicited.

Strategic Plan Integration

The recommended actions address Homelessness and Communitywide Impacts, which is on the Council's 2020 Strategic Plan Management Agenda and was a 2019 Management Agenda Top Priority and a 2017-2018 Policy Agenda Top Priority. The recommend actions address the COVID Resiliency Framework, which is also on the Council's 2020 Strategic Plan Management Agenda.

Alternatives

The Council's primary alternative to the recommended action is to reject the Agreement for Services with the Mercy Coalition for food distribution and laundry services for the City's Homekey Program. This alternative is not recommended as HHSa will only provide meal services through the end of January 2021. Additionally, on-site laundry of linens has been performed intermittently by volunteers and the temporary motel operator at the Rodeway Inn; this agreement for services will place on-site laundry of linens on a regular schedule.

Coordination and Review

The report was coordinated with the Finance Division and the Police Department's Community Outreach and Support Division.

Budget/Cost Impact

Council approval of Resolution 21-4 on the Council consent calendar for this January 20, 2021 meeting recognizes the Enterprise Community Partners and the Emergency Solution Grant Coronavirus Round 2 (ESG-CV2) revenues and appropriates the funds necessary for the three services contracts being recommended for Council approval to operate the Roomkey housing program for the two year terms.

The City received a \$960,000 operating subsidy as part of the Homekey Program award from Enterprise Community Partners, Inc. to assist with case management, supportive services and operating costs, including property management. Staff has applied for ESG-CV2 program funds for Homekey operations and expects to

be successful. An ESG-CV2 application was submitted to the Yolo County Continuum of Care (CoC) on January 13, 2020 and awards are expected to be announced in February 2021. Staff will also continue to identify and track potential funding sources for operations and supportive services beyond the two-year service agreement period.

ATTACHMENT

1. Agreement for Services with Mercy Coalition

**Agreement for Services
Between City of West Sacramento and Mercy Coalition of West Sacramento for the
Homekey Program**

This Agreement for Services (“Agreement”) is made and entered upon the last signature date set forth below, by and between the City of West Sacramento, a municipal corporation (“City”) and Mercy Coalition of West Sacramento, (“Provider”), collectively referred to as the parties (“the Parties”).

WITNESSETH

WHEREAS, the City acquired the Rodeway Inn Motel and desires to engage Mercy Coalition of West Sacramento to provide food distribution and laundry support services at 817 West Capitol Avenue, West Sacramento; and

WHEREAS, the Department of Housing and Community Development (Department) issued a Notice of Funding Availability (“**NOFA**”), dated July 16, 2020, for the Homekey Program (“**Homekey**” or “**Homekey Program**” pursuant to Health and Safety Code section 50675.1.1 (Assem. Bill No. 83 (2019-2020 Reg. Sess.), § 21.); and

WHEREAS in an effort to continue to reduce the impacts of the COVID-19 pandemic on one of the most vulnerable populations, on August 5, 2020 the City Council authorized the submittal of Homekey Program Applications to the Department for motel acquisitions to serve people experiencing, or at risk of experiencing, homelessness who are impacted by the COVID-19 pandemic; and

WHEREAS, on August 13, 2020, the City submitted Homekey Program Applications to the Department for motel acquisitions to serve people experiencing, or at risk of experiencing, homelessness who are impacted by the COVID-19 pandemic; and

WHEREAS, the City desires to obtain services specified in Exhibit A, Scope of Services of this Agreement for homeless clients of the City’s Homekey Program; and

WHEREAS, Provider expressed interest and availability in providing the services specified in Exhibit A, Scope of Services of this Agreement and is licensed by the State of California to provide these services.

NOW, THEREFORE, BASED ON THE FOREGOING RECITALS, the parties hereby agree as follows:

I. PURPOSE

The purpose of this Agreement is to describe the roles and responsibilities of City and Provider in connection with the West Sacramento Homekey Program.

II. RESPONSIBILITIES

- A. Provider. During the term of this Agreement, Provider shall carry out all activities necessary to completion of the services described in Exhibit A in conformance with the Performance Standards (Exhibit C) and within the Budget (Exhibit B).
- B. City. During the term of this Agreement, the City shall perform the following:
 - 1. Provide funding for Provider’s the West Sacramento Homekey Program, more specifically described in Exhibit A-Scope of Services in accordance with Section III of this Agreement.

- C. All Parties. During the term of the Agreement, the Parties shall:
 - 1. Consult and collaborate, as needed, to ensure the success of the West Sacramento Homekey Program.
 - 2. Exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement.

III. COMPENSATION AND METHOD OF PAYMENT

- A. A budget for the West Sacramento Homekey Program is attached to this Agreement as Exhibit B (the "Budget"). The Provider shall invoice the City as specified in the Section, IV. Method of Payment, below.

IV. METHOD OF PAYMENT

- A. Upon receipt of a monthly invoice from Provider, the City shall pay Provider for services provided under this Agreement, up to the maximum amount of \$126,400. Invoices shall be in an electronic format and submitted to Isaah Alford, Community Investment Specialist, at isaaha@cityofwestsacramento.org. All invoices shall be submitted with any required supporting documentation accompanying the invoice.
- B. Claims, with any required supporting documentation, may also be submitted via US Postal Service mail addressed to:

City of West Sacramento
Economic Development and Housing
1110 West Capitol Avenue
West Sacramento, CA 95691
Attn: Isaah Alford

- C. City shall authorize payment within 30 days of the receipt of Provider's appropriate invoice, required reports, and any further documentation requested by the City for purposes of this Agreement. In the event that the Provider fails to comply with any provision of this Agreement, City may withhold payment otherwise due Provider pursuant to this Agreement or any other agreement between Provider and City until such noncompliance has been corrected.
- D. Provider shall use the funds provided by City exclusively for the purposes of performing the services required by this Agreement. No funds provided by City pursuant to this Agreement shall be used for any political activity or political contribution.

V. REPORTS

- A. Provider shall complete reports as required by this Agreement, including **Exhibit C** ("Performance Measures"), and such additional information and reports relating to the services otherwise required by this Agreement as are reasonably requested by the City, at the times and in the manner specified by this Agreement. Provider shall provide completed reports to City.

VI. RECORDS; ACCESS, RETENTION

Provider shall retain and make available for review by the City and its designees all records, documents, and general correspondence relating to this Agreement and the services required hereunder for a period of not less than five (5) years after receipt of final payment or until all pending audits and proceedings are completed, whichever is later. At least thirty (30) calendar days prior to any destruction of these records following the four

years, Provider shall notify the City. Upon such notification, the City shall either agree to the destruction or authorize the records to be forwarded to the City for further retention.

VII. TERM AND TERMINATION

- A. The term of this Agreement shall be from February 1, 2021 through January 31, 2022 unless sooner terminated as hereinafter provided. The City Manager or his or her designee may, by written instrument signed by the Parties, extend the duration of this Contract for up to a 12-month period in the manner provided in Section XXVII. Compensation for this extended term may not exceed an additional \$126,400 in accordance with the budget set forth as Exhibit B.
- B. Either party may terminate this Agreement in whole or in part, in its sole discretion, for any reason or for no reason at all, upon at least 30 days advance written notice to the other party.
- C. Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the defaulting party of such default in writing and provide not less than thirty (30) days to cure the default. Such notice shall describe the default and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within said thirty- day period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon not less than fifteen (15) days advance written notice.
- D. This Agreement is subject to the City, the State of California and the United States appropriating and approving sufficient funds for the activities required of the Provider pursuant to this Agreement. If the City's adopted budget and/or its receipts from the State of California and the United States do not contain sufficient funds for this Agreement, the City may terminate this Agreement by giving ten (10) days advance written notice thereof to the Provider, in which event the City shall have no obligation to pay the Provider any further funds or provide other consideration and the Provider shall have no obligation to provide any further services pursuant this Agreement. If the City terminates the Agreement pursuant to this subparagraph, the City will pay Provider in accordance with this Agreement for all services performed to the satisfaction of the City before such termination and for which funds have appropriated as required by law.

VIII. WARRANTIES, RESPONSIBILITIES, APPLICABLE LAWS

- A. Provider agrees and represents that it is qualified to properly provide the services set forth in **Exhibits A and C** in a manner which is consistent with the generally accepted standards of Provider's profession.
- B. In the performance of the services required by this Agreement, Provider shall comply with all applicable Federal, State, and County statutes, ordinances, regulations, directives and laws. This Agreement is also subject to any additional restrictions or conditions that may be imposed upon the City by the Federal or State government, including requirements associated with the Homekey Program.
- C. Provider shall designate a project manager who at all times shall represent the Provider before the City on all matters relating to this Agreement. 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 Provider, or is replaced with the written approval of the City, which approval shall not be unreasonably withheld.
- D. Provider shall maintain all licenses, permits, qualifications and approvals of whatsoever nature that are legally required to perform any services contemplated by this Agreement.

IX. NON-DISCRIMINATION IN SERVICES AND BENEFITS

Provider shall provide the services contemplated by this Agreement without discrimination based on color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability in accordance with all applicable Federal, State and City laws and regulations and any administrative directives established by the West Sacramento City Council. For the purpose of this Agreement, distinctions on the grounds of color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability include but are not limited to the following: denying a participant any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any way in the enjoyment or any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether the participant has satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; and the assignment of times or places for the provision of services.

X. LIABILITY OF CONSULTANT - NEGLIGENCE:

Provider shall be responsible for performing the work under this Agreement in a manner which is consistent with the generally accepted standards of the Provider'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 Provider or its employees, agents, contractors or subcontractors.

XI. INDEMNIFICATION

- A. Provider 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 Provider's negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this Agreement 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 Agreement.
- B. Any subcontractor shall agree to be bound to the Provider and the City in the same manner and to the same extent as Provider is bound to the City under the Agreement. Any subcontractor shall further agree to include the same requirements and provisions of this Agreement, including the indemnity and Insurance requirements, with any Sub-subcontractor to the extent they apply to the scope of the Sub-subcontractor's work. A copy of the City's Indemnity and Insurance provisions will be furnished to the subcontractor upon request.
- C. In providing any defense under this Paragraph, Provider shall use counsel reasonably acceptable to the City Attorney.

XII. INSURANCE

- A. Provider shall not commence any work before obtaining and shall maintain in force at all times during the duration and performance of this Agreement, 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 Agreement and prior to commencement of any work, the Provider shall furnish the City with certificates of insurance and copies of endorsements providing evidence of coverage for all policies required by the Agreement. The Provider and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Agreement 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 Provider and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Agreement. The failure of Provider 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 Agreement. Approval of the insurance by the City shall not relieve or decrease any liability of Provider.

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

- a. Worker's Compensation - Insurance to protect the Provider, 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 Provider shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in the Agreement Documents.
- b. Provider 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 Provider.

2. Commercial General Liability Insurance

- a. The insurance shall be provided on form CG0001, or its equivalent, and shall include coverage for claims for bodily injury or property damage arising out of premises/operations, products/completed operations, contractual liability, and subconsultant's work and personal and advertising injury resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than **\$2,000,000.00** per occurrence and **\$4,000,000** general and products/completed operations aggregates.
- b. The commercial general liability insurance shall also include the following:
 - i. Endorsement equivalent to CG 2010 0714 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

- ii. City, its officers, officials, employees or volunteers. 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 Provider'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 Provider'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).
- C. In addition to any other remedy the City may have, if Provider 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 Provider under this Agreement.
- D. No policy required by this Agreement shall be suspended, cancelled, terminated by either party, or reduced in coverage or in limits unless Provider 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 Provider are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Provider under the Agreement.

XIII. NOTICE

- A. All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of City at the following address:

To City: City of West Sacramento
Attention: Aaron Laurel, City Manager
1110 West Capitol Avenue, 3rd Floor
West Sacramento, CA 95691

To MC: Mercy Coalition of West Sacramento

Attention: Don Bosley, Executive Director

- B. In lieu of written notice to the above addresses, any party may provide notices through the use of email provided the following email addresses are used:

City: aaronl@cityofwestsacramento.org

- C. Any party may change the address or email address to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.
- D. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using email, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

XIV. CONFLICT OF INTEREST

- A. Provider shall comply with the laws and regulations of the State of California and City regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100 including regulations promulgated by the California Fair Political Practices Commission.
- B. Provider covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Provider 's obligations and responsibilities hereunder. Provider further covenants that in the performance of this Agreement, no person having any such interest shall be employed. This covenant shall remain in force until Provider completes performance of the services required of it under this Agreement.
- C. Provider agrees that if any fact comes to its attention that raises any question as to the applicability of any conflict of interest law or regulation, Provider will immediately inform the City and provide all information needed for resolution of the question.

XV. COVENANT AGAINST CONTINGENT FEES

Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working for Provider, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability, or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

XVI. AUDITS

- A. Any and all books and records maintained by Provider related to services provided under this Agreement shall be provided to the City upon request.
- B. Should an Audit Report or any State or City audit determine that Provider has

misspent funds and been overpaid based on the requirements of this Agreement and applicable laws and regulations, City shall demand repayment from Provider in the amount of such audit findings and withhold any payment otherwise due under this Agreement until Provider repays such amount. Provider shall repay City such amount within sixty (60) days of the date of the City's demand for repayment. Should Provider fail to repay City within sixty (60) days of the date of City's demand for repayment, the City may offset the amount due from Provider against any amounts that would otherwise be due from the City to Provider pursuant to this Agreement or any other Agreement or source.

- C. Any failure or refusal by Provider to permit access to any books, records or other information required to be provided to the State &/or the City by this Agreement &/or the State contract shall constitute an express and immediate breach of this Agreement.

XVII. ASSIGNMENT AND SUBCONTRACTS

- A. None of the services covered by this Agreement shall be subcontracted without the prior written consent of the City, which will not be unreasonably withheld. Provider 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 Provider.
- B. Provider shall not assign or transfer any interest in this Agreement 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 Provider from the City under this Agreement 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.

XVIII. STATUS OF PARTIES

It is understood and agreed by all the Parties that each is an independent agency or contractor, and that no relationship of employer-employee exists between any of the Parties hereto. No party or its assigned personnel shall be entitled to any benefits payable to employees of any other party. It is further understood and agreed that no party or its assigned personnel shall have any right to act on behalf of any other party in any capacity whatsoever to bind any other party to any obligation whatsoever.

XIX. SUCCESSORS

This Agreement, its terms, conditions, and provisions herein contained shall, subject to the provisions as to assignments, inure to the benefit and bind successors of each of the Parties hereto.

XX. CITY AMENDMENT AUTHORITY

- A. City Manager's Authority:
City Manager may approve and execute amendments regarding allocation of funds between categories of services, scope of services, billing rates, and other contract language changes set forth elsewhere in this Agreement provided the modifications are generally consistent with the original approved scope of the Agreement and do not increase the maximum compensation allowed under Section III.A of this Agreement.
- B. West Sacramento City Council Authority:

All other authority to approve and execute amendments or exercise option year(s) related to this Agreement is reserved by the West Sacramento City Council.

XXI. WAIVER

The waiver by the City or any of its officers, agents or employees or the failure of the City or its officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

XXII. AUTHORIZED REPRESENTATIVE

The persons executing this Agreement on behalf of each of the Parties affirmatively represent that s/he has the requisite legal authority to enter this Agreement on behalf of the party and to bind the party to the terms and conditions of this Agreement.

XXIII. PUBLIC RECORDS ACT

Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

XXIV. THIRD PARTY RIGHTS

Except where specifically stated otherwise in this document, the promises in this document benefit the City and Provider only. They are not intended to, nor shall they be interpreted or applied to, give any enforcement rights to any other persons (including corporate) which might be affected by the performance or non-performance of this Agreement, nor do the parties hereto intend to convey to anyone any "legitimate claim of entitlement" with the meaning and rights that phrase has been given by case law.

XXV. GOVERNING LAW

This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a court of competent jurisdiction located in Yolo County, California.

XXVI. SEVERABILITY

If any provision of this Agreement is adjudicated by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.

XXVII. ENTIRE AGREEMENT

- A. The complete Agreement shall include the following exhibits and attachment(s) attached hereto and incorporated herein:
- Exhibit A: Scope of Services
 - Exhibit B: Budget/Terms of Payment
 - Exhibit C: Performance Measures

The City and Provider shall each comply with all of the terms and conditions set forth in these exhibits and attachment(s). In the event of any conflict between any of the provisions of this Agreement (including Exhibits and attachments), the provision that requires the highest level of performance from Provider for the City's benefit shall prevail.

- B. This Agreement constitutes the entire agreement between the City and Provider

and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

PROVIDER

CITY

Name

Aaron Laurel, City Manager

Date

Date

ATTEST

Yashin Abbas, City Clerk

APPROVED AT TO FORM

Jeffrey Mitchell, City Counsel

EXHIBIT A

BUDGET NARRATIVE: HOMEKEY PROGRAM

Mercy Coalition of West Sacramento - Updated 1/12/2021

PERSONNEL		
Program Director	\$42,200	<p><i>Program Director Don Bosley will oversee all aspects of the Mercy Coalition's Homekey services, including staff scheduling, reporting, program development, finances, sub-contracts, volunteers, and coordination with the City of West Sacramento and other agency partners. The calculation includes workers' comp, taxes, benefits, and overtime.</i></p>
Resource Specialist 0.5 FTE	\$21,400	<p><i>The part-time Resource Specialist will be at the center of the Coalition's food service. They will be responsible for coordinating three food deliveries per week to all participating Homekey clients, consisting of both same-day meal options and longer-term grocery items suitable for preparation and storage in the Homekey units. In all we expect to make around 830 food deliveries a month. The Resource Specialist will be responsible for working with volunteers to accomplish the weekly shopping at the Yolo Food Bank; coordination and food donation pickup at Nugget and Raley's; assembling the lunch bags/boxes at the Coalition's Mercy Resource Station; and delivering the food to the Rodeway Inn site. They will also look for opportunities to acknowledge birthdays, holidays and personal landmarks with clients. While covid-19 precautions are in place, the Resource Specialist and volunteers will deliver food directly to client doors in a non-contact manner. When covid-19 concerns begin to lessen, the Resource Specialist will lead efforts to work on individualized meal plans and nutrition with participating clients. The calculation includes workers' comp, taxes, benefits and overtime.</i></p>
Resource Attendant / Laundry 0.6 FTE	\$22,200	<p><i>One 25-hour-a-week Resource Attendant will be tasked with onsite laundry services in the Homekey Program. We are projecting that this individual will be able to provide fresh towels and linens to Homekey clients 3 times a week; and collect, launder and fold the used towels and linens utilizing the commercial laundering machinery onsite. This staffer will act as a point of delivery for toilet paper, toiletries and clothes from the Mercy Resource Station, and other essentials. Additionally, this individual will act as a liaison and distributor for clients' personal laundry as it is sent out weekly to our local laundering contractor, Love Laundry. The calculation includes workers' comp, taxes, benefits and overtime.</i></p>

PERSONNEL		
OPERATIONS		
Food Purchase	\$7,000	<i>The Coalition expects to utilize \$25,000 worth of food in its 12-month Homekey budget, with over 70 percent coming from grocery and private donations. This remaining amount will primarily be spent to procure food at the Yolo Food Bank.</i>
Laundry Replacement	2,500	<i>Over the course of the 12 months, some linens and towels in the 40 units are expected to become too soiled or worn for re-use. This budget line will be used to replace them.</i>
Supplies	\$2,700	<i>Laundry soap, kitchen equipment and supplies, and covid-19 supplies such as masks, gloves and plastic bags for soiled linen/laundry to be collected in.</i>
Rent	3,300	<i>The Coalition rents ~1,000sf of space for its Mercy Resource Station at the Collings Teen Center. This figure represents 25% of that rental cost. The majority of Homekey food will be stored and/or assembled at the Resource Station, which provides a commercial kitchen in compliance with Yolo County Environmental Health. This estimate is made with the understanding that a smaller room will also be made available at the Rodeway Inn for food prep and supply storage.</i>
Transportation	\$1,500	<i>Mileage reimbursement for staffers as they travel weekly to Yolo Food Bank, grocery stores for food pickup, and transporting food/resources to the Rodeway Inn.</i>
Laundry Contract	\$11,000	<i>Love Laundry is our contractor for personal client laundry pickup and delivery once a week. This figure reflects the current Love Laundry rate of \$1.85 per pound and the scope relative to Project Roomkey over the last nine months. This is a 6-month cost projection; personal laundry services may not be needed once the covid-19 concerns abate. If service needs to extend beyond 6 months, additional funding would be needed.</i>
Administrative	12,600	<i>Costs related to insurance, financial services, trauma-informed staff training, office supplies, etc.</i>

EXHIBIT B

Project Homekey – First Year / 12 Months

Mercy Coalition of West Sacramento

Homekey Program - Mercy Coalition Budget - REVISED 1/12/21

Personnel		
	Program Director 0.5 FTE	\$42,200
	Resource Specialist 0.5 FTE	\$21,400
	Support Staff / Laundry 0.6 FTE	\$22,200
	Total Personnel	\$85,800
Operating Expenses		
	Food Purchase	\$7,000
	Laundry Replacement	\$2,500
	Supplies	\$2,700
	Rent	\$3,300
	Transportation	\$1,500
	Laundry Contract (0.5 Year Assumption)	\$11,000
	Administrative	\$12,600
	Total Operating Expenses	\$40,600
TOTAL		\$126,400

EXHIBIT C
 PERFORMANCE MEASURES

Program Purpose	To improve the lives of persons experiencing homelessness in the City of West Sacramento by providing supportive services and case management to Homekey Program participations.
Performance Measure: How much did we do?	
1.1	Participants Served: # of participants served by the Mercy Coalition <ul style="list-style-type: none"> • Goal: 80 persons from February 1, 2020 through January 31, 2022
1.2	Meals Distributed: # of meals delivered by the Mercy Coalition <ul style="list-style-type: none"> • Goal: 9,500 meals from February 1, 2020 though January 31, 2022
1.3	Person Laundry: amount of personal laundry done by the Mercy Coalition <ul style="list-style-type: none"> • Goal: 1,000 personal laundry pickups and distribution from February 1, 2021 through July 31, 2021
1.4	Linens Laundry: amount of linens laundred by the Mercy Coalition <ul style="list-style-type: none"> • Goal: 5,000 linen laundry pickups and distribution from February 1, 2021 through January 31, 2022

MEETING DATE: January 20, 2021

ITEM #16

SUBJECT:

CONSIDERATION OF AGREEMENT FOR SERVICES WITH YOLO COUNTY HOUSING FOR PROPERTY MANAGEMENT SERVICES FOR THE HOMEKEY PROGRAM AT THE RODEWAY INN

INITIATED OR REQUESTED BY:
 Council Staff

 Other
REPORT COORDINATED OR PREPARED BY:
 Raul Huerta, Housing Manager
Economic Development & Housing Department
ATTACHMENT Yes No Information Direction Action
OBJECTIVE

The purpose of this report is to provide sufficient information for the Council to approve an Agreement for Services with Yolo County Housing to provide property management services for the Homekey Program at the Rodeway Inn.

RECOMMENDED ACTION

Staff respectfully recommends that the City Council:

1. Approve the 12-month Agreement for Services with Yolo County Housing for an amount not to exceed \$209,220 to provide property management for the Homekey Program at the Rodeway Inn and delegate authority to the City Manager to execute the Agreement; and
2. Delegate Authority to the City Manager, or his designee, to extend the Agreement for Services for up to an additional 12-month term for an additional not to exceed amount of \$209,220; and
3. Authorize the City Manager to make non-substantive changes or modifications to the Agreement for Services, with approval from the City Attorney.

BACKGROUND

On November 18, 2020 the Council authorized the acquisition of the 40-unit Rodeway Inn motel as part of its ongoing efforts to assist the homeless population amid the COVID-19 pandemic. The acquisition of the Rodeway Inn was made possible by funding from the State Homekey Program which was established as a follow up to the state's Project Roomkey. Project Roomkey was an element of the state's COVID-19 response to assist local jurisdictions with funding to provide motel housing for individuals experiencing homelessness or at risk of becoming homeless. Yolo County Health and Human Services Agency (HSSA) administers Project RoomKey county-wide and works closely with the cities of Davis, Woodland, and West Sacramento for referrals and placements into local motels. HSSA pays for the room rentals and wrap around social services using Project Roomkey funding from the State. The Homekey Program is intended to complement and sustain Project Roomkey, which was initiated in March 2020.

In addition to the \$3,519,212 Homekey Program award, a CARES-fund subaward of \$638,775 from Yolo County, City Community Development Block Grant Program funding of \$1,202,874, and Measure E funds of \$2,274,359 financed the acquisition and minor rehabilitation of the Rodeway Inn property. The City's award of Homekey Program funds for acquisition of the Rodeway Inn property requires that the City operate a housing program in the facility including supportive services for program participants. The Homekey Program at the Rodeway Inn must remain operational for a minimum of five years.

ANALYSIS

Prior the City's acquisition of the Rodeway Inn for the Homekey Program, the motel had been under an emergency lease agreement with HSSA as part of Project Roomkey. The City has been an active participant in the County's Project Roomkey during that time. While case management and supportive services were being offered by HSSA, day-to-day management of Project Roomkey sites was being provided by the motel owners/operators. Following the City's acquisition of the Rodeway Inn, HSSA agreed to continue providing case management and supportive services for Homekey Program participants at the Rodeway Inn through the end of January 2021 to allow the City to enter into service agreements for continuation of these services. However, because HSSA was not providing property management of the site, the City entered into a short-term agreement with the Rodeway Inn operator to continue his services through the end of January 2021. The short-term agreement has limited scope because the intent was to provide only an on-site presence for any emergencies. Staff from the Police Department's Community Outreach and Support Division and Economic

Development and Housing Department have been assisting with the day-to-day management of the Rodeway Inn.

In October 2020, staff released a Request for Proposals (RFP) for Property Management Services in anticipation of an eventual acquisition of one or more motel sites as part of the Homekey Program; unfortunately, no responses to the RFP were received. Subsequently, staff reached out to Yolo County Housing (YCH) to discuss assisting with property management for the City's Homekey Program. YCH agreed to provide property management services but requested time to coordinate their resources to ensure adequate property management services for the Homekey Program. Staff is recommending the Council authorize a service agreement with YCH for property management services for the Homekey Program. A complete description of the property management services that YCH will provide is included in Exhibit A of the Agreement for Services, attached to this agenda report as Attachment 1. YCH will provide customary property management services required for the ordinary and usual business and affairs of the property in a professional manner. The proposal from YCH includes an on-site property manager during regular business hours, a half-time facilities maintenance staff member, after-hours emergency service and an on-site resident liaison. YCH will also be responsible for small-appliance replacement in rooms and basic supplies for program participants (i.e., cleaning supplies and toilet paper). The 40-unit Rodeway Inn motel currently houses 60 individuals and it's anticipated that more than 80 individuals will be serviced over the next 12 months.

While YCH will be responsible for the day-to-day property management for the Homekey Program at the Rodeway Inn, there will continue to be a need for City staff to be involved to ensure coordination of services between providers, assist with participant turnover and placement and manage the consultant service agreements, among other activities. The City's Community Outreach and Support Division will continue to play a major role in the Homekey Program with administrative support from Economic Development and Housing staff.

Environmental Considerations

On November 18, 2020, the Council made a finding that the acquisition of the Rodeway Inn was statutorily exempt from California Environmental Quality Act (CEQA) analysis under §50675.1.2 of the California Health and Safety Code relating to Multi-Family Housing and is exempt under the Class 1 (Existing Facilities) Categorical Exemption (California Code of Regulations, Title 14, Division 6, Chapter 3, Section 15301).

Furthermore, activities receiving CDBG funding must satisfy all National Environmental Policy Act (NEPA) requirements. The City completed the NEPA review on October 29, 2020 and determined that the project will have no significant impact on the human environment. Therefore, an Environmental Impact Statement under NEPA is not required.

Commission Recommendation

The award of this service agreement is not a policy action and thus feedback from the Economic Development and Housing Commission was not solicited.

Strategic Plan Integration

The recommended actions address Homelessness and Communitywide Impacts, which is on the Council's 2020 Strategic Plan Management Agenda and was a 2019 Management Agenda Top Priority and a 2017-2018 Policy Agenda Top Priority. The recommend actions address the COVID Resiliency Framework, which is also on the Council's 2020 Strategic Plan Management Agenda.

Alternatives

The Council's primary alternative to the recommended action is to reject the Agreement for Services with YCH for property management for the City's Homekey Program. This alternative is not recommended as there is currently no formal property management on site. The City entered into a short-term agreement with the existing motel operator while a property management firm was retained, however, the short-term agreement is limited in scope and ends on January 31, 2021. Operations of a Housing program was an obligation of the Homekey capital funding for five years. Professional property management will be a key component for the success of the City's Homekey Program.

Coordination and Review

The report was coordinated with the Finance Division and the Police Department's Community Outreach and Support Division.

Budget/Cost Impact

Council approval of Resolution 21-4 will increase revenues and expenses by \$2,091,752 resulting in no net additional cost impact to the City. The Enterprise Community Partners, Inc. revenue will cover approximately 70% to 80% of the operating and supportive services for Homekey for the 18-month term. Additionally, staff has identified the ESG-CV2 program as a funding source to cover the difference during the 18-month period. An ESG-CV2 application was submitted to the Yolo County Continuum of Care on January 13, 2020 and awards are expected to be announced in February 2021. Additionally, staff anticipates allocating approximately \$578,661 in CDBG Program funds to cover the remaining two-year term of service contracts. Staff will also continue to identify and track potential funding sources for operations and supportive services beyond the two-year service agreement period.

ATTACHMENT

1. Agreement for Services

**Agreement for Services
Between City of West Sacramento and Yolo County Housing for the Homekey Program**

This Agreement for Services (“Agreement”) is made and entered upon the last signature date set forth below, by and between the City of West Sacramento, a municipal corporation (“City”) and Yolo County Housing, a California Housing Authority (“Provider”), collectively referred to as the parties (“the Parties”).

WITNESSETH

WHEREAS, the City acquired the Rodeway Inn Motel and desires to engage Yolo County Housing to provide property management and maintenance services at 817 West Capitol Avenue, West Sacramento; and

WHEREAS, the Department of Housing and Community Development (Department) issued a Notice of Funding Availability (“**NOFA**”), dated July 16, 2020, for the Homekey Program (“**Homekey**” or “**Homekey Program**” pursuant to Health and Safety Code section 50675.1.1 (Assem. Bill No. 83 (2019-2020 Reg. Sess.), § 21.); and

WHEREAS in an effort to continue to reduce the impacts of the COVID-19 pandemic on one of the most vulnerable populations, on August 5, 2020 the City Council authorized the submittal of Homekey Program Applications to the Department for motel acquisitions to serve people experiencing, or at risk of experiencing, homelessness who are impacted by the COVID-19 pandemic; and

WHEREAS, on August 13, 2020, the City submitted Homekey Program Applications to the Department for motel acquisitions to serve people experiencing, or at risk of experiencing, homelessness who are impacted by the COVID-19 pandemic; and

WHEREAS, the City desires to obtain services specified in Exhibit A, Scope of Services of this Agreement for homeless clients of the City’s Homekey Program; and

WHEREAS, Provider expressed interest and availability in providing the services specified in Exhibit A, Scope of Services of this Agreement and is licensed by the State of California to provide these services.

NOW, THEREFORE, BASED ON THE FOREGOING RECITALS, the parties hereby agree as follows:

I. PURPOSE

The purpose of this Agreement is to describe the roles and responsibilities of City and Provider in connection with the West Sacramento Homekey Program.

II. RESPONSIBILITIES

- A. Provider. During the term of this Agreement, Provider shall carry out all activities necessary to completion of the services described in Exhibit A within the Budget (Exhibit B).
- B. City. During the term of this Agreement, the City shall perform the following:
 - 1. Provide funding for Provider’s the West Sacramento Homekey Program, more specifically described in Exhibit A-Scope of Services in accordance with Section III of this Agreement.

- C. All Parties. During the term of the Agreement, the Parties shall:
 - 1. Consult and collaborate, as needed, to ensure the success of the West Sacramento Homekey Program.
 - 2. Exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement.

III. COMPENSATION AND METHOD OF PAYMENT

- A. A budget for the West Sacramento Homekey Program is attached to this Agreement as Exhibit B (the "Budget"). The Provider shall invoice the City as specified in the Section, IV. Method of Payment, below.

IV. METHOD OF PAYMENT

- A. Upon execution of this Agreement, a total payment of \$37,030 is due and payable to Provider. This payment accounts for advance payment of one month of the Monthly Asset Management Fee of \$18,515 using 1/12 of the annual budget. Prior to the beginning of the second month of this Agreement and every month thereafter, subsequent invoices for the Monthly Asset Management Fee will be submitted prior to beginning each month, for payment due by the City to Provider for services provided under this Agreement, up to the maximum amount of \$209,220. Invoices shall be in an electronic format and submitted to Isaah Alford, Community Investment Specialist, at isaaha@cityofwestsacramento.org. All invoices shall be submitted with any required supporting documentation accompanying the invoice.
- B. Claims, with any required supporting documentation, may also be submitted via US Postal Service mail addressed to:

City of West Sacramento
Economic Development and Housing
1110 West Capitol Avenue
West Sacramento, CA 95691
Attn: Isaah Alford

- C. City shall authorize payment within 30 days of the receipt of Provider's appropriate invoice, required reports, and any further documentation requested by the City for purposes of this Agreement.
- D. Provider shall use the funds provided by City exclusively for the purposes of performing the services required by this Agreement. No funds provided by City pursuant to this Agreement shall be used for any political activity or political contribution.

V. REPORTS

- A. Provider shall complete reports as required by this Agreement and such additional information and reports relating to the services otherwise required by this Agreement as are reasonably requested by the City, at the times and in the manner specified by this Agreement. Provider shall provide completed reports to City.

VI. RECORDS; ACCESS, RETENTION

Provider shall retain and make available for review by the City and its designees all records, documents, and general correspondence relating to this Agreement and the

services required hereunder for a period of not less than five (5) years after receipt of final payment or until all pending audits and proceedings are completed, whichever is later. At least thirty (30) calendar days prior to any destruction of these records following the four years, Provider shall notify the City. Upon such notification, the City shall either agree to the destruction or authorize the records to be forwarded to the City for further retention.

VII. TERM AND TERMINATION

- A. The term of this Agreement shall be from February 1, 2021 through January 31, 2022 unless sooner terminated as hereinafter provided. The City Manager or his or her designee may, by written instrument signed by the Parties, extend the duration of this Contract for up to a 12-month period in the manner provided in Section XXVII. Compensation for this extended term may not exceed an additional \$209,220 in accordance with the budget set forth as Exhibit B.
- B. Either party may terminate this Agreement in whole or in part, in its sole discretion, for any reason or for no reason at all, upon at least 30 days advance written notice to the other party.
- C. Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the defaulting party of such default in writing and provide not less than thirty (30) days to cure the default. Such notice shall describe the default and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within said thirty- day period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon not less than fifteen (15) days advance written notice.
- D. This Agreement is subject to the City, the State of California and the United States appropriating and approving sufficient funds for the activities required of the Provider pursuant to this Agreement. If the City's adopted budget and/or its receipts from the State of California and the United States do not contain sufficient funds for this Agreement, the City may terminate this Agreement by giving ten (10) days advance written notice thereof to the Provider, in which event the City shall have no obligation to pay the Provider any further funds or provide other consideration and the Provider shall have no obligation to provide any further services pursuant this Agreement. If the City terminates the Agreement pursuant to this subparagraph, the City will pay Provider in accordance with this Agreement for all services performed to the satisfaction of the City before such termination and for which funds have appropriated as required by law.

VIII. WARRANTIES, RESPONSIBILITIES, APPLICABLE LAWS

- A. Provider agrees and represents that it is qualified to properly provide the services set forth in Exhibits A in a manner which is consistent with the generally accepted standards of Provider's profession.
- B. In the performance of the services required by this Agreement, Provider shall comply with all applicable Federal, State, and County statutes, ordinances, regulations, directives and laws. This Agreement is also subject to any additional restrictions or conditions that may be imposed upon the City by the Federal or State government, including requirements associated with the Homekey Program.
- C. Provider shall designate a project manager who at all times shall represent the Provider before the City on all matters relating to this Agreement. 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 Provider, or is replaced with the written approval of the City, which approval shall not be unreasonably withheld.

- D. Provider shall maintain all licenses, permits, qualifications and approvals of whatsoever nature that are legally required to perform any services contemplated by this Agreement.

IX. NON-DISCRIMINATION IN SERVICES AND BENEFITS

Provider shall provide the services contemplated by this Agreement without discrimination based on color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability in accordance with all applicable Federal, State and City laws and regulations and any administrative directives established by the West Sacramento City Council. For the purpose of this Agreement, distinctions on the grounds of color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability include but are not limited to the following: denying a participant any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any way in the enjoyment or any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether the participant has satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; and the assignment of times or places for the provision of services.

X. LIABILITY OF CONSULTANT - NEGLIGENCE:

Provider shall be responsible for performing the work under this Agreement in a manner which is consistent with the generally accepted standards of the Provider'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 Provider or its employees, agents, contractors or subcontractors.

XI. INDEMNIFICATION

- A. Each party shall indemnify, defend, and hold harmless the other, their 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 negligent acts or a negligent failure to act, errors, omissions or willful misconduct incident to the performance of this Agreement, except such loss or damage caused by the active negligence, sole negligence, or willful misconduct of the other party. The provisions of this Paragraph shall survive termination or suspension of this Agreement.
- B. Any subcontractor shall agree to be bound to the Provider and the City in the same manner and to the same extent as Provider is bound to the City under the Agreement. Any subcontractor shall further agree to include the same requirements and provisions of this Agreement, including the indemnity and Insurance requirements, with any Sub-subcontractor to the extent they apply to the scope of the Sub-subcontractor's work. A copy of the City's Indemnity and Insurance provisions will be furnished to the subcontractor upon request. In providing any defense under this Paragraph, Provider shall use counsel

reasonably acceptable to the City Attorney.

XII. INSURANCE

- A. Provider shall not commence any work before obtaining and shall maintain in force at all times during the duration and performance of this Agreement, 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 Agreement and prior to commencement of any work, the Provider shall furnish the City with certificates of insurance and copies of endorsements providing evidence of coverage for all policies required by the Agreement. The Provider and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Agreement 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 Provider and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Agreement. The failure of Provider 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 Agreement. Approval of the insurance by the City shall not relieve or decrease any liability of Provider.
1. Worker's Compensation and Employer's Liability Insurance
 - a. Worker's Compensation - Insurance to protect the Provider, 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 Provider shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in the Agreement Documents.
 - b. Provider 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 Provider.
 2. Commercial General Liability Insurance
 - a. The insurance shall be provided on form CG0001, or its equivalent, and shall include coverage for claims for bodily injury or property damage arising out of premises/operations, products/completed operations, contractual liability, and subconsultant's work and personal and advertising injury resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than **\$2,000,000.00** per occurrence and **\$4,000,000** general and products/completed operations aggregates.
 - b. The commercial general liability insurance shall also include the

following:

- i. Endorsement equivalent to CG 2010 0714 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 Provider'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 Provider'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 contain, or be endorsed to contain, Additional Insured coverage for the City.
- C. In addition to any other remedy the City may have, if Provider 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 Provider under this Agreement.
- D. No policy required by this Agreement shall be suspended, cancelled, terminated by either party, or reduced in coverage or in limits unless Provider 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. Provider hereby declares that it has a \$25,000 deductible for its commercial general liability policy, which deductible is approved by the City.
- F. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Provider are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Provider under the Agreement.

XIII. NOTICE

- A. All notices shall be deemed to have been given when made in writing and

delivered or mailed to the respective representatives of City at the following address:

To City: City of West Sacramento
Attention: Aaron Laurel, City Manager
1110 West Capitol Avenue, 3rd Floor
West Sacramento, CA 95691

To Provider: Yolo County Housing
Attention: Chief Executive Officer
147 W. Main St.
Woodland, CA 95695

- B. In lieu of written notice to the above addresses, any party may provide notices through the use of email provided the following email addresses are used:

City: aaronl@cityofwestsacramento.org

- C. Any party may change the address or email address to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.
- D. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using email, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

XIV. CONFLICT OF INTEREST

- A. Provider shall comply with the laws and regulations of the State of California and City regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100 including regulations promulgated by the California Fair Political Practices Commission.
- B. Provider covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Provider 's obligations and responsibilities hereunder. Provider further covenants that in the performance of this Agreement, no person having any such interest shall be employed. This covenant shall remain in force until Provider completes performance of the services required of it under this Agreement.
- C. Provider agrees that if any fact comes to its attention that raises any question as to the applicability of any conflict of interest law or regulation, Provider will immediately inform the City and provide all information needed for resolution of the question.

XV. COVENANT AGAINST CONTINGENT FEES

Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working for Provider, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide

employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability, or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

XVI. AUDITS

- A. Any and all books and records maintained by Provider related to services provided under this Agreement shall be provided to the City upon request.
- B. Should an Audit Report or any State or City audit determine that Provider has misspent funds and been overpaid based on the requirements of this Agreement and applicable laws and regulations, City shall demand repayment from Provider in the amount of such audit findings and withhold any payment otherwise due under this Agreement until Provider repays such amount. Provider shall repay City such amount within sixty (60) days of the date of the City's demand for repayment. Should Provider fail to repay City within sixty (60) days of the date of City's demand for repayment, the City may offset the amount due from Provider against any amounts that would otherwise be due from the City to Provider pursuant to this Agreement or any other Agreement or source.
- C. Any failure or refusal by Provider to permit access to any books, records or other information required to be provided to the State &/or the City by this Agreement &/or the State contract shall constitute an express and immediate breach of this Agreement.

XVII. ASSIGNMENT AND SUBCONTRACTS

- A. None of the services covered by this Agreement shall be subcontracted without the prior written consent of the City, which will not be unreasonably withheld. Provider 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 Provider.
- B. Provider shall not assign or transfer any interest in this Agreement 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 Provider from the City under this Agreement 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.

XVIII. STATUS OF PARTIES

It is understood and agreed by all the Parties that each is an independent agency or contractor, and that no relationship of employer-employee exists between any of the Parties hereto. No party or its assigned personnel shall be entitled to any benefits payable to employees of any other party. It is further understood and agreed that no party or its assigned personnel shall have any right to act on behalf of any other party in any capacity whatsoever to bind any other party to any obligation whatsoever.

XIX. SUCCESSORS

This Agreement, its terms, conditions, and provisions herein contained shall, subject to

the provisions as to assignments, inure to the benefit and bind successors of each of the Parties hereto.

XX. CITY AMENDMENT AUTHORITY

A. City Manager's Authority:

City Manager may approve and execute amendments regarding allocation of funds between categories of services, scope of services, billing rates, and other contract language changes set forth elsewhere in this Agreement provided the modifications are generally consistent with the original approved scope of the Agreement and do not increase the maximum compensation allowed under Section III.A of this Agreement.

B. West Sacramento City Council Authority:

All other authority to approve and execute amendments or exercise option year(s) related to this Agreement is reserved by the West Sacramento City Council.

XXI. WAIVER

The waiver by the City or any of its officers, agents or employees or the failure of the City or its officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

XXII. AUTHORIZED REPRESENTATIVE

The persons executing this Agreement on behalf of each of the Parties affirmatively represent that s/he has the requisite legal authority to enter this Agreement on behalf of the party and to bind the party to the terms and conditions of this Agreement.

XXIII. PUBLIC RECORDS ACT

Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

XXIV. THIRD PARTY RIGHTS

Except where specifically stated otherwise in this document, the promises in this document benefit the City and Provider only. They are not intended to, nor shall they be interpreted or applied to, give any enforcement rights to any other persons (including corporate) which might be affected by the performance or non-performance of this Agreement, nor do the parties hereto intend to convey to anyone any "legitimate claim of entitlement" with the meaning and rights that phrase has been given by case law.

XXV. GOVERNING LAW

This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a court of competent jurisdiction located in Yolo County, California.

XXVI. SEVERABILITY

If any provision of this Agreement is adjudicated by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.

XXVII. ENTIRE AGREEMENT

A. The complete Agreement shall include the following exhibits and attachment(s) attached hereto and incorporated herein:

- Exhibit A: Scope of Services
- Exhibit B: Budget/Terms of Payment

The City and Provider shall each comply with all of the terms and conditions set forth in these exhibits and attachment(s). In the event of any conflict between any of the provisions of this Agreement (including Exhibits and attachments), the provision that requires the highest level of performance from Provider for the City's benefit shall prevail.

B. This Agreement constitutes the entire agreement between the City and Provider and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

PROVIDER

CITY

Name

Aaron Laurel, City Manager

Date

Date

ATTEST

Yashin Abbas, City Clerk

APPROVED AT TO FORM

Jeffrey Mitchell, City Counsel

EXHIBIT A SCOPE OF SERVICES

Scope of Services

- Provide property management and maintenance services in accordance with applicable federal, state and local regulations associated with funding for this project (including Project Homekey).
- Manage and maintain the property in compliance with Fair Housing, Health and Safety codes, and local, state and federal regulations applicable to multi-family residential rental units, financed in whole or part by federal and state funds.
- Develop a comprehensive Property Management Plan to include, at minimum, the following:
 - Staff Management Plan
 - Managing at-risk persons
 - Participant Relations
 - Eviction Process
 - Property maintenance plan to ensure on-going safe and sanitary conditions and property is well-maintained (must include "after hours" maintenance emergency process and response).
 - Preventative Maintenance Plan
 - Fair Housing Compliance
 - Operating and Budget Reporting Plan
 - Communication Plan (internal and external)
 - Any other processes and procedures to ensure success and benefit to the targeted population in compliance with the Homekey Program.
- Provide customary property management services required for the ordinary and usual business and affairs of the property in a professional manner consistent with the management, operation, and maintenance of similar properties in YCH's portfolio.
- Provide regular maintenance services as needed on-site plus 24/7 emergency maintenance services to the property.
- Develop and maintain all required paper and electronic records confidentially and securely.
- Notify participants of established program rules and enforce non-compliance. Follow up with participants may include working with program partners to resolve rule infractions, complaints or other participant issues.
- Prepare and be available for all regulatory audits/inspections and be able to address all compliance concerns or findings.
- Prepare and submit annual budgets and financial reports for the property.
- Prepare and respond to external communications, such as lenders, investors, and regulatory agencies.
- Establish regular communication processes with participants which may include monthly newsletters or meetings (post-COVID).

**EXHIBIT B
 BUDGET**

Project Homekey – First Year / 12 Months

Yolo County Housing

YCH - West Sacramento Motel Property Management - 40 rooms		
Expense	Monthly	Annual
1.0 fte Property Manager	\$ 7,500.00	\$ 90,000.00
.5 fte Facility Maintenance Staff	\$ 3,750.00	\$ 45,000.00
After Hours Facility Maint @ 10 hrs/mo \$75/hour	\$ 750.00	\$ 9,000.00
After hours On-site Resident Liaison	\$ 1,250.00	\$ 15,000.00
Pest Control	\$ 600.00	\$ 7,200.00
Insurance (Operations Liability)	\$ 120.00	\$ 1,440.00
Materials/Supplies - office	\$ 300.00	\$ 3,600.00
Materials/Supplies - guests	\$ 1,080.00	\$ 12,960.00
Contingency	\$ 500.00	\$ 6,000.00
Sub-total	\$ 15,850.00	\$ 190,200.00
10% Administrative Overhead	\$ 1,585.00	\$ 19,020.00
	\$ 17,435.00	\$ 209,220.00
*Assumptions on guest room needs	Monthly	Annual
Equipment @ .20 replacement/year (8 rooms):		
Microwave @ \$100 ea.	\$ 66.67	\$ 800.00
Minifridge @ \$150 ea.	\$ 100.00	\$ 1,200.00
Television @ \$500 ea.	\$ 333.33	\$ 4,000.00
Cleaning supplies and materials, varies	\$ 200.00	\$ 2,400.00
Toilet paper @ 7.6 cases/month x \$50/case	\$ 380.00	\$ 4,560.00
Two rolls/day for every 6 guests x 60 guests = 20/day		
20 x 365 = 7,300/80 (case count) = 91.25 cases/year		
or 7.6 cases/month		
Guest Supplies Sub-total	\$ 1,080.00	\$ 12,960.00

MEETING DATE: January 20, 2021

ITEM #17

SUBJECT:

**CONSIDERATION OF A SECOND READING AND ADOPTION OF ORDINANCE 21-1
APPROVING A DEVELOPMENT AGREEMENT WITH
THE KIND PROJECT INVESTORS, LP**

INITIATED OR REQUESTED BY:

Council Staff
 Other

REPORT COORDINATED OR PREPARED BY:

Diane Richards, Economic Development Manager
Economic Development & Housing Department

ATTACHMENT Yes No Information Direction Action

OBJECTIVE

The objective of this report is to facilitate the Council's consideration of a second reading and adoption of Ordinance 21-1 approving a Development Agreement between Kind Project Investors, LP, and the City of West Sacramento (City) for a future project proposed at 600 4th Street and 429 F Street in the Washington Specific Plan area (see Attachment 1, Location Map).

RECOMMENDED ACTION

Staff respectfully recommends that the City Council:

1. Find that the project is exempt from California Environmental Quality Act (CEQA) analysis under the Class 32 (Infill Development Projects) Categorical Exemption, under California Code of Regulations, Title 14, Division 6, Chapter 3, Section 15332 and find that the Exemption reflects the independent judgment of the City as lead agency under CEQA; and
2. Waive the second reading and adopt, Ordinance 21-1 (Attachment 4) approving the Development Agreement with the Kind Project Investors, LP at 600 4th St./429 F Street; and
3. Authorize the City Manager to take any and all actions to implement the provisions of the Development Agreement with the Kind Project Investors, LP.

BACKGROUND

The Washington District (Washington) is a priority area for compact, transit-served mixed-use growth due to its existing mix of uses, riverfront location, historic architecture, large office buildings, and connected and walkable street grid pattern. However, much of the existing housing stock in Washington is aging and substandard. Of the total housing, 54% of the housing was built before 1970 as compared to 39% citywide. New residential development in Washington has been occurring at a slower pace than in the Bridge District, which has implemented urban fee methods.

In February of 2015, the City Council approved a Sustainable Community Strategy (Washington Realized) which identified strategies and improvements to address vacant and underutilized properties, infrastructure deficiencies, substandard housing, and other neighborhood challenges. Since 2015, the City has completed many of the recommended investments identified in Washington Realized including:

- Installation of multi-modal streetscape and walkability improvements
- Rehabilitation and resizing of infrastructure to serve urban scale development
- The Etenesh Zeleke Public Dock
- A District Arts Plan and two public art installations
- A public private re-use project transforming the historic Washington Firehouse to a restaurant

The North River Walk Project will be under construction in 2021, and includes streetscape improvements on D, 3rd and C Streets, rail crossing safety upgrades, and extension of the River Walk to the Broderick Boat Ramp. As the character of the District has evolved, several new restaurants and small businesses have been attracted to the District and the City has begun implementing urban parking. A new Washington Specific Plan based on Washington Realized and other updates to policies and recommendations is underway.

While there is significant interest from investors and developers in new residential development in the Washington neighborhood, real estate development is highly cost sensitive; and the City competes with downtown and midtown Sacramento for development activity. Downtown and midtown Sacramento have significantly lower fees and slightly higher rents. Currently, West Sacramento fees are largely governed by

financing approaches which tend to overburden urban development. Most urban development in Washington has been public sector driven (e.g., CalSTRs) or involved redevelopment participation, or vested entitlements.

To understand and improve urban development performance, the City initiated a review of its urban public facilities financing approaches in 2019 and its relative competitive position within the region's urban core. The results of this analysis will be presented to Council in a future workshop. However, it will take time to define comprehensive public facility financing strategies for urban districts that are sensitive to the realities of urban development. In the interim, for projects which have significant city benefits and effect a shift towards TOD or mixed-use development pattern (i.e., placing employment, homes amenities and services close together to reduce driving and conserve land and water resources) in Washington and other urban infill areas, staff is recommending that public facilities be funded through negotiated development processes and development agreements. Additionally, it is typical for the city to partner on affordable projects by providing loans, gap financing and other assistance.

In August 2020, Kind Project Investors submitted a design review application and project plans (Attachment 2). City staff from Community Development and Economic Development and Housing have been working with the Developer to refine the project design, affordability, and sustainability features over the past 12 months.

On October 1, 2020, the Planning Commission conducted a design workshop. On November 3, 2020, the Zoning Administrator approved alternative parking standards to reduce required on-site parking from 68 to 39 spaces.

On November 19, 2020, the Planning Commission approved the project design and Washington Specific Plan deviations for building setbacks and parking lot design and recommended the Development Agreement be approved by the City Council.

On December 9, 2020, the West Sacramento City Council conducted a public hearing and first reading of Ordinance 21-1 approving the Development Agreement with Kind Project Investors, LP. Additionally, on December 9, 2020 the City Council delegated authority to the City Manager to execute the Affordable Housing Agreement for the 23 deed covenant restricted affordable units obligated in the Development Agreement.

ANALYSIS

The Kind Project is a hybrid housing model that combines affordable, inclusive, energy-efficient residential development with 125 apartments (85% of the units) that are "affordable by design" at rents within the low-income affordability range for ten years. The Development Agreement provides for city monitoring of the rents. Additionally, 23 apartments (15%) will be covenant-restricted for low and median-income households for thirty years through an affordable housing regulatory agreement. Council delegated authority for the Affordable Housing Agreement as part of the first reading on December 9, 2020. This hybrid approach to housing affordability is unique in the City and exceeds the requirements of the Inclusionary Housing Ordinance, Municipal Code Section 15.40.

The Kind Project's 148 energy-efficient, studio apartments are micro-units, with generous outdoor amenities and services that create a social, connected community for residents. The Development Agreement provides that the standard rent for 85% of the apartments will be \$1,150 to \$1,250 per month, including electricity and water, for the ten-year term of the DA, with annual rent increases limited to 5% or less (Attachment 5). This rent range for the "attainable by design" units meet the low and median-income affordability range given that water and power is included as shown in the Roadmap to Development Agreement (Attachment 6). Annual rent increases will be limited to a maximum of (5%) to allow for utility and operating expense increases. The micro-units consist of 122 apartments that are 288 square feet plus mezzanine storage, and 26 larger studios that are 324 square feet. While there are several affordable housing developments in the Washington District, the Kind Project would provide rental housing for moderate income levels, sometimes referred to as the "missing middle" by planners. The project achieves a density of over 110 units per acre and offers a strategy for increasing housing production.

The recommended action could advance multiple City Strategic Plan objectives including housing production strategy, climate action framework, transit-oriented development, and inclusive economic development.

Housing Production Strategy – The Kind Project offers a replicable model to increase housing production that is affordable without the public subsidies typically associated with affordable housing. Kind provides moderately affordable housing to neighborhood residents and employees.

Climate Action Plan Goals - Kind Project will build all-electric buildings using cross-laminated timber (CLT) construction materials which is a low-carbon material and a first in the Sacramento region. On site EV, bicycle

charging, and solar-ready roofs are included. The east/west building orientation provides natural lighting with wall height windows facing north and south and outdoor balconies that can be used during the day.

Transit-oriented Development - Kind Project will achieve over 110 units per acre; the highest density housing to be built in Washington and the City, within walking, cycling or car-share distance to major employment centers and neighboring small businesses.

Inclusive Economic Development - Kind's modern interior design and outdoor amenities offer high-quality, urban rental homes at rents that are attainable to low and moderate-income workers and professionals near employment centers and other businesses. Unlike other affordable housing, residents do not have to leave the "attainable by design" homes if their income increases.

The DA includes a 10-year term with one 5-year extension option, affordable rent restrictions and inclusionary housing obligations, impact fee adjustments to "right-size" impact fees for urban-scale micro-units, and reimbursement for actual costs of frontage improvements in the public ROW estimated to be between \$300,000 and \$400,000. These terms are summarized on the Roadmap to Development Agreement (Attachment 6).

To recommend approval of the DA to the City Council, the Planning Commission made the required findings and adopted Resolution 20-13PC (Attachment 8).

The City has \$116,960 available from liquidated sewer credits from Regional San available to off-set a portion of the impact fee adjustments in the Sewer Fund.

The Development Agreement requires that the Developer return to the Planning Commission within 90 days for approval of a revised parking lot design to include enhanced screening treatment.

As micro-units are an emerging trend in the region's housing marketplace, the current fee formulas, nexus, and mechanisms for impact fees in the City are not calibrated to urban usage factors and micro-unit flats. The impact fee adjustments proposed in the DA are based on an analysis of the comparative size of the Kind's units and reduced impacts and usage factors projected for micro-units. The adjustments attempt to "right size" impact fees for urban scale densities achieved by the Kind Project. The DA fee apportionment is needed to achieve the project's affordability, sustainability, and inclusive economic development benefits for the community.

Environmental Considerations

Staff has determined that a Class 32 Categorical Exemption (Section 15332 of the CEQA Guidelines) is the appropriate level of review under CEQA for this document and has prepared the attached Notice of Exemption (Attachment 7). The Class 32 exemption consists of projects characterized as in-fill development within urbanized areas. The class consists of environmentally benign in-fill projects which are consistent with local general plan and zoning requirements. The project is substantially surrounded by existing development and is within an urban area of the City. The project site is zoned WF which allows for high-intensity mixed use development and is in a designated transit priority area.

Commission Recommendation

On October 1, 2020, the Planning Commission conducted a design workshop regarding the Kind Project. On November 19, 2020, the Planning Commission held a public hearing and adopted Resolution 20-13PC recommending the Development Agreement to the City Council and approving the project design and Specific Plan deviations for building setbacks and parking lot design (Attachment 8). On November 19, 2020, the Zoning Administrator approved alternative parking standards for reduced on-site parking.

Strategic Plan Integration

The recommended action supports the Council's 2019 Strategic Plan Goal of, "West Sacramento: Preferred place to live, work, learn, and play" and an "Alive riverfront and downtown" by providing a diverse range of housing choices within the Washington District. The recommended action also furthers the goals of the Council's 2019 Strategic Plan Policy Agenda item "Riverfront Development Tools". Additionally, the recommended item furthers the 2020 Strategic Plan items, "Housing Production Strategy" and "Mobility & Connectivity," by creating a TOD or mixed-use development pattern (i.e., placing employment, homes amenities and services close together to reduce driving and conserve land and water resources) in the Washington neighborhood.

Alternatives

The Council's primary alternatives to the recommended action include:

1. Find that the Class 32 Categorical Exemption is not the appropriate level of environmental review and direct staff to perform additional environmental analysis (specify impacts to be addressed) prior to Council consideration of the ordinance approving the Development Agreement.
2. Find that an Environmental Impact Report is needed on this project and direct that such a report be prepared prior to Council's consideration of the project.
3. Continue the item to a future certain date (if known, the City Council shall specify additional information to be provided if needed).

The recommended action in the report is staff's recommendation. While staff believes the analysis presented in this report is correct, staff is prepared to effectuate Alternatives 2 or 3 at the Council's direction. However, delays may impact the project's feasibility or financing.

Coordination and Review

This report was prepared in coordination with the Planning and Development Engineering Divisions of the Community Development Department, the Finance Division, Administrative Services Department, and the City Attorney.

Budget/Cost Impact

There are no new net cost impacts of Council approval of this Development Agreement; however, approval will authorize expenditure of an existing Fiscal Year 2020-21 appropriation in the Economic Development and Housing Department budget for the Council Strategic Agenda item, Riverfront Development Tools. The Development Agreement provides for reimbursement of sidewalk, landscaping and decorative lighting in the 4th Street and 5th Street City right of way including elements intended to provide screening of the surface lot from adjacent development residences, not to exceed \$400,000, from Community Investment Fund 106. The Development Reimbursement Agreement, Exhibit I, requires the Developer to provide three public works bids, receive approval of the final parking lot design by the Planning Commission and receive approval from Development Engineering of the final costs. The project will generate new Enhanced Infrastructure Financing District revenue of approximately \$60,000 annually (based on the Developer's estimated project investment and valuation). An additional \$116,960 in funds from liquidated sewer credits from Regional San are available for deposit in City fee funds.

ATTACHMENTS

1. Location Map
2. Project Plans
3. Applicant's Narrative
4. Ordinance 21-1
5. Development Agreement
6. Roadmap to Development Agreement
7. Notice of Exemption
8. Planning Commission Resolution 20-13PC

Vicinity Map





429 F Street/600 4th Street



TREE SCHEDULE

TREES	CODE	QTY	BOTANICAL / COMMON NAME	SIZE
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PLANTING AND SOFTSCAPE LEGEND

-  TREX DECKING
-  ENGINEERED WOOD FIBER (ENF) BARK MULCH
-  BIORETENTION BASIN - GRASS/SEDGE MIX
-  PLANTING AREA - TO BE SELECTED FROM THE FOLLOWING:
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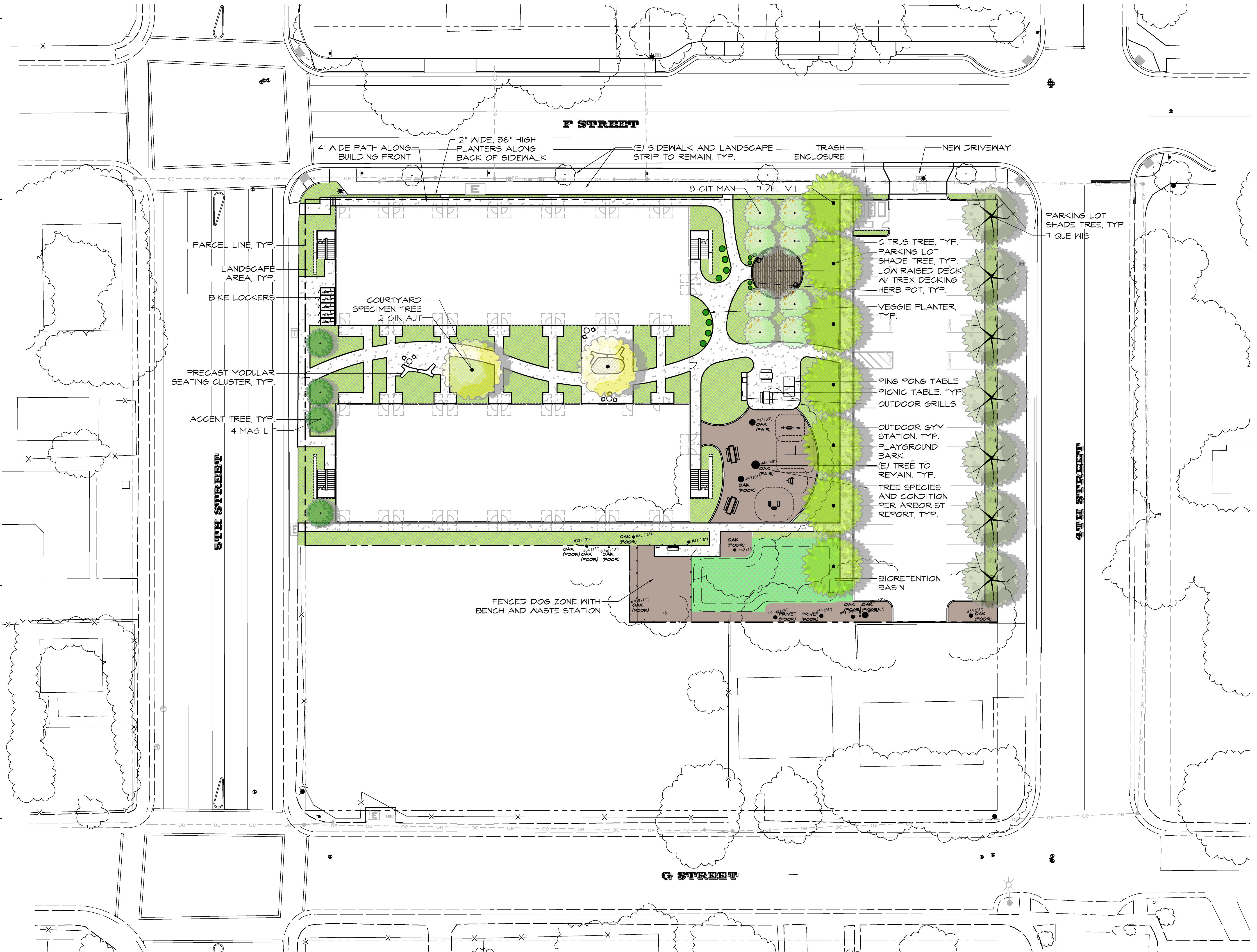
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SHADE REQUIRED (50%):	5,338 s.f.
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TOTAL SITE AREA: 57,250 s.f.
 TOTAL PLANTED AREA: 13,830 s.f. (24.2%)

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TOTAL QUANTITY OF TREES: 28
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 24" BOX TREES: 28 (100%)

SITE AMENITY POINT SCHEDULE

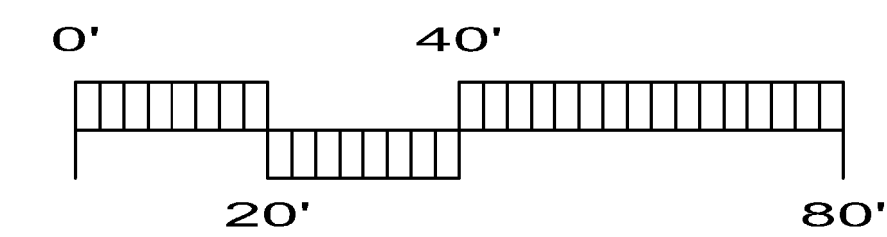
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 POINTS REQUIRED - LANDSCAPE FEATURES (50%): 45
 POINTS ACHIEVED - LANDSCAPE FEATURES: 207

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100% OF GROUNDCOVER MATERIAL 1 GAL.	--	25	25
MICRO IRRIGATION SYSTEM USED IN ALL SHRUB BEDS	--	25	25
PLANTER POTS	14	3 EACH	42
TOTAL POINTS:			207

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AMENITY	QUANTITY	POINT VALUE	POINTS ACHIEVED
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TOTAL POINTS:			145



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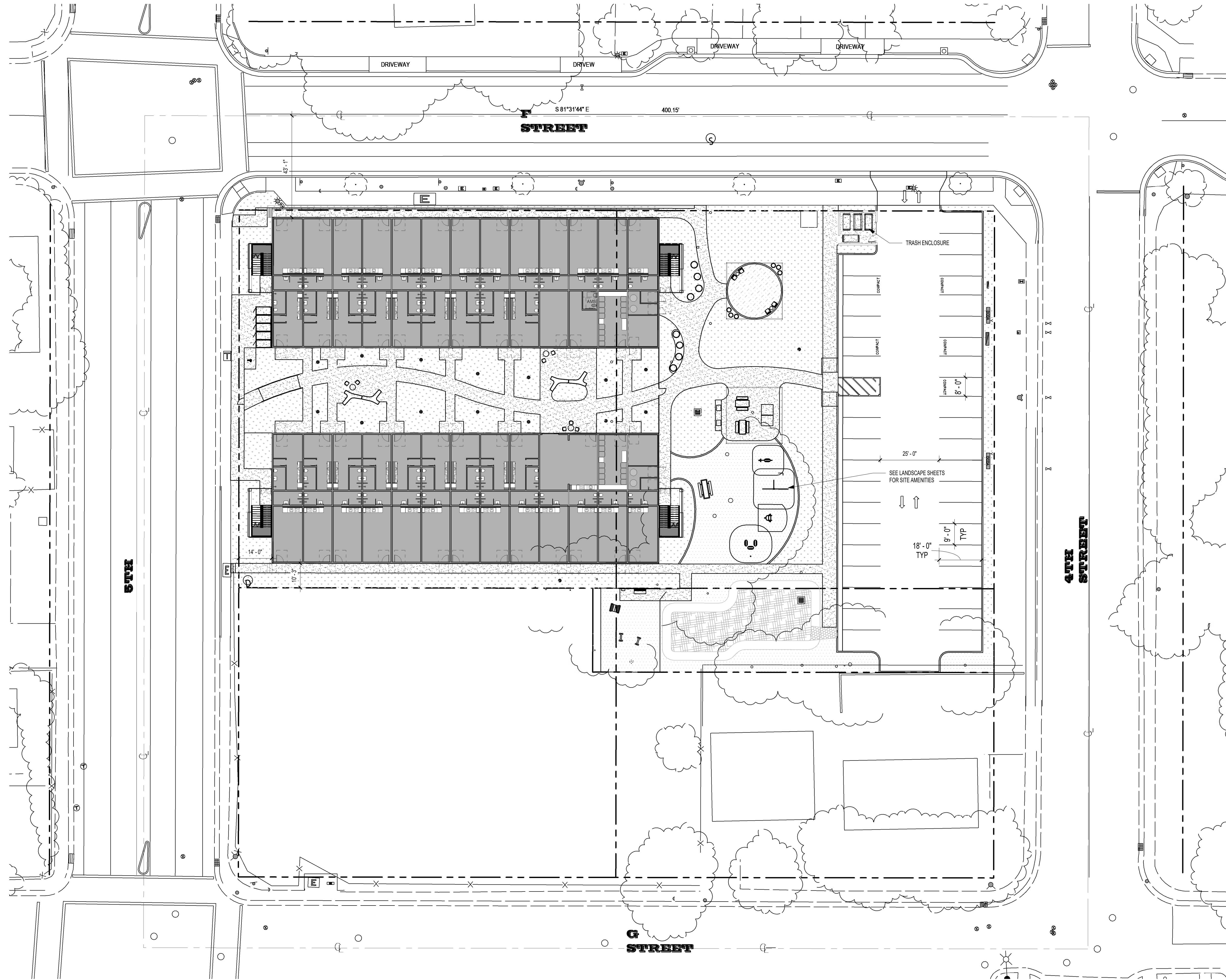
KIND PROJECT
 URBAN ELEMENTS

620 4th St.
 W. Sacramento, CA 95605

07/29/20

PRELIMINARY LANDSCAPE PLAN

L-1



PROJECT DATA

ZONING:	WF (WATERFRONT)
SITE AREA:	1.3 ACRES
APN:	010-464-004
OCCUPANCY GROUP:	R-2
TYPE OF CONSTRUCTION:	VB
NUMBER OF BUILDINGS:	2
NUMBER OF STORIES:	3
PROPOSED HEIGHT:	40'-0"
BUILDING AREA:	54,240 SF

PARKING DATA

REQUIRED PARKING CALCULATION:
(PER CITY OF WEST SACRAMENTO ZONING CODE)

RESIDENTIAL:	VEHICLE 1 STALL / UNIT	BICYCLE SHORT: 5% OF REQ. PARK. LONG: 1 PER 5 UNITS
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BUILDING	UNIT COUNT	PARKING REQ.	BICYCLE PARKING REQ.
BUILDING '1'	74	74	4S / 15L
BUILDING '2'	74	74	4S / 15L
TOTAL REQUIRED:		148	8S / 30L
TOTAL PROVIDED:		39	5S / 5L

*TENANT LONG TERM PARKING WILL BE WITHIN RESIDENCES

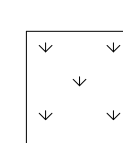
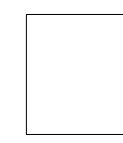
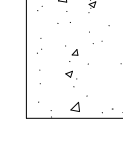
ACCESSIBLE PARKING CALC. - PER CBC 2019 TABLE 11B-208.2

REQUIRED:	2 STALLS
PROVIDED:	2 STALLS

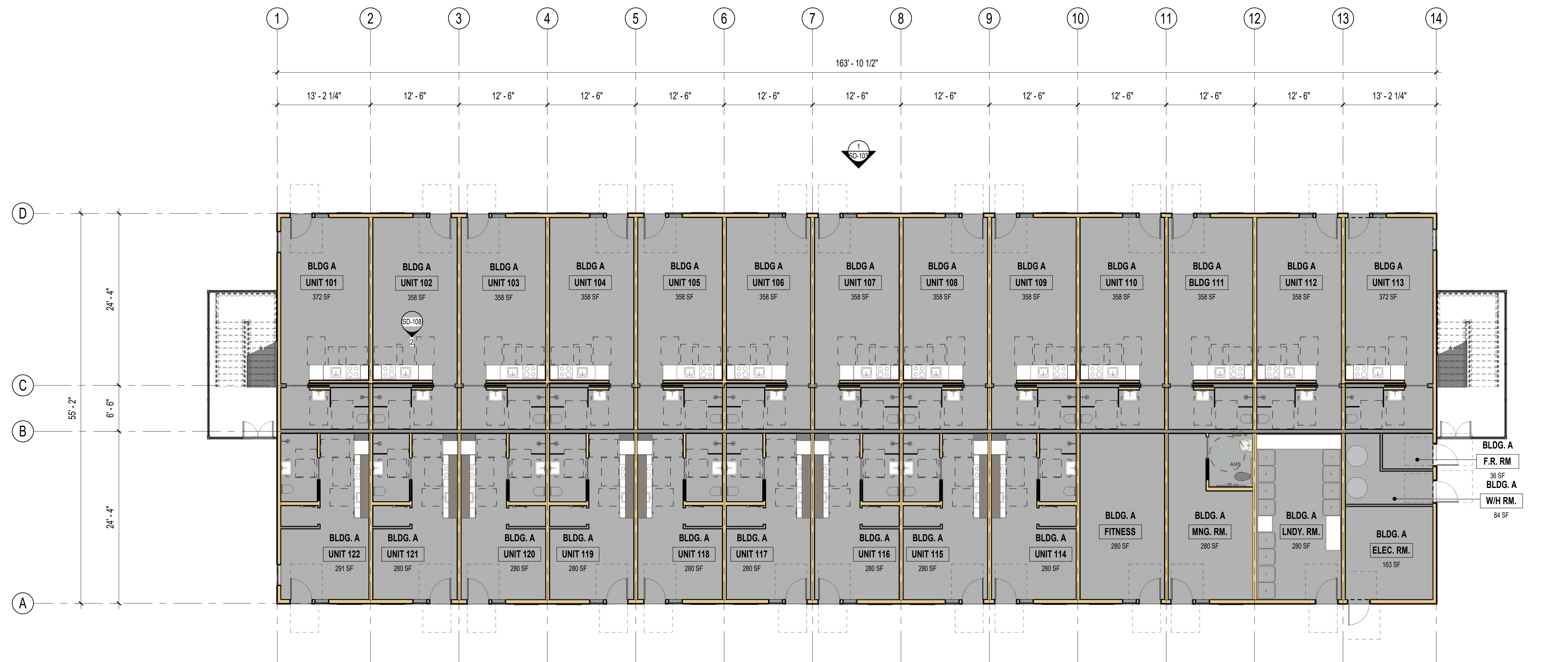
COMPACT STALLS (C)

PROVIDED:	5 STALLS
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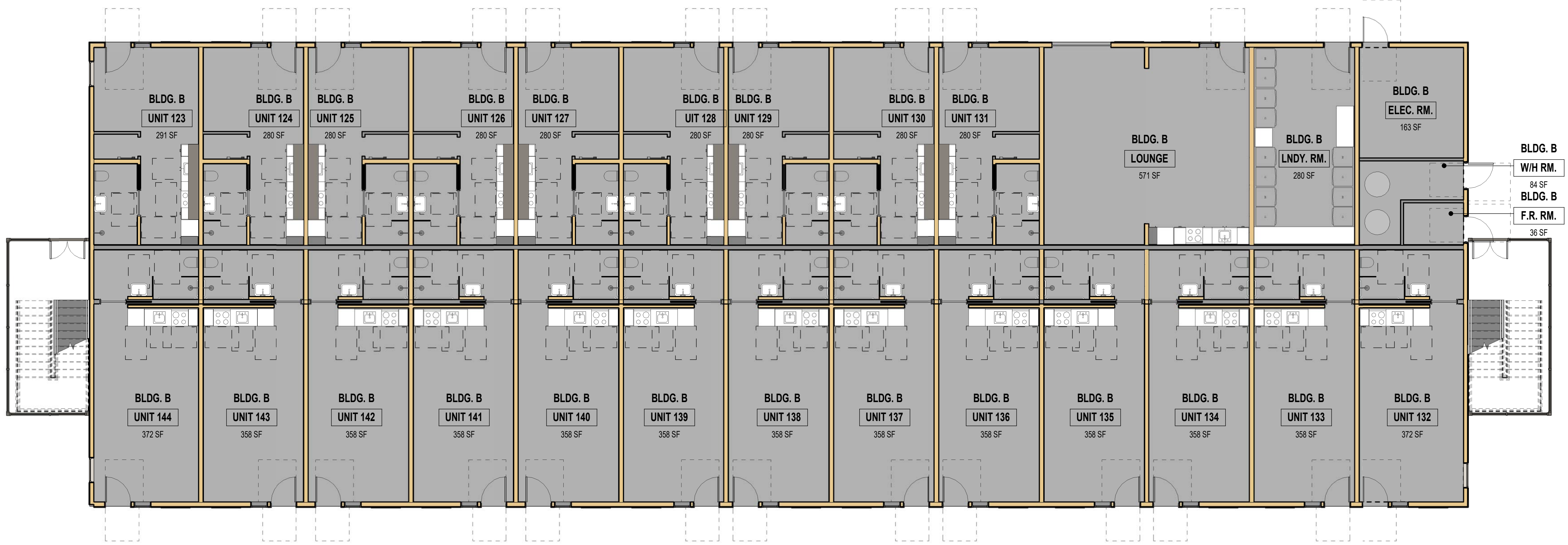
SITE LEGEND

-  LANDSCAPE PLANTING AREA
-  ASPHALT PAVING, SEE CIVIL DRAWINGS
-  CONCRETE PAVING, SEE CIVIL DRAWINGS

1 SITE PLAN
1" = 20'-0"

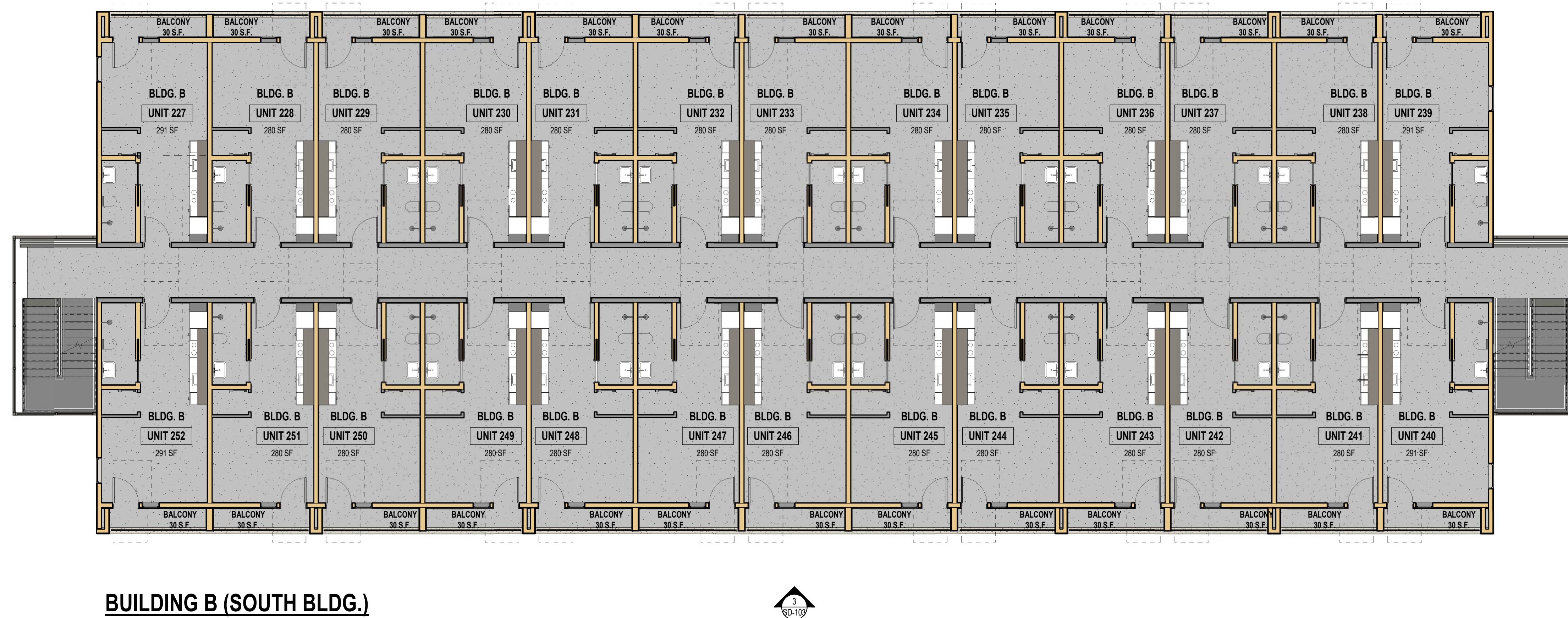
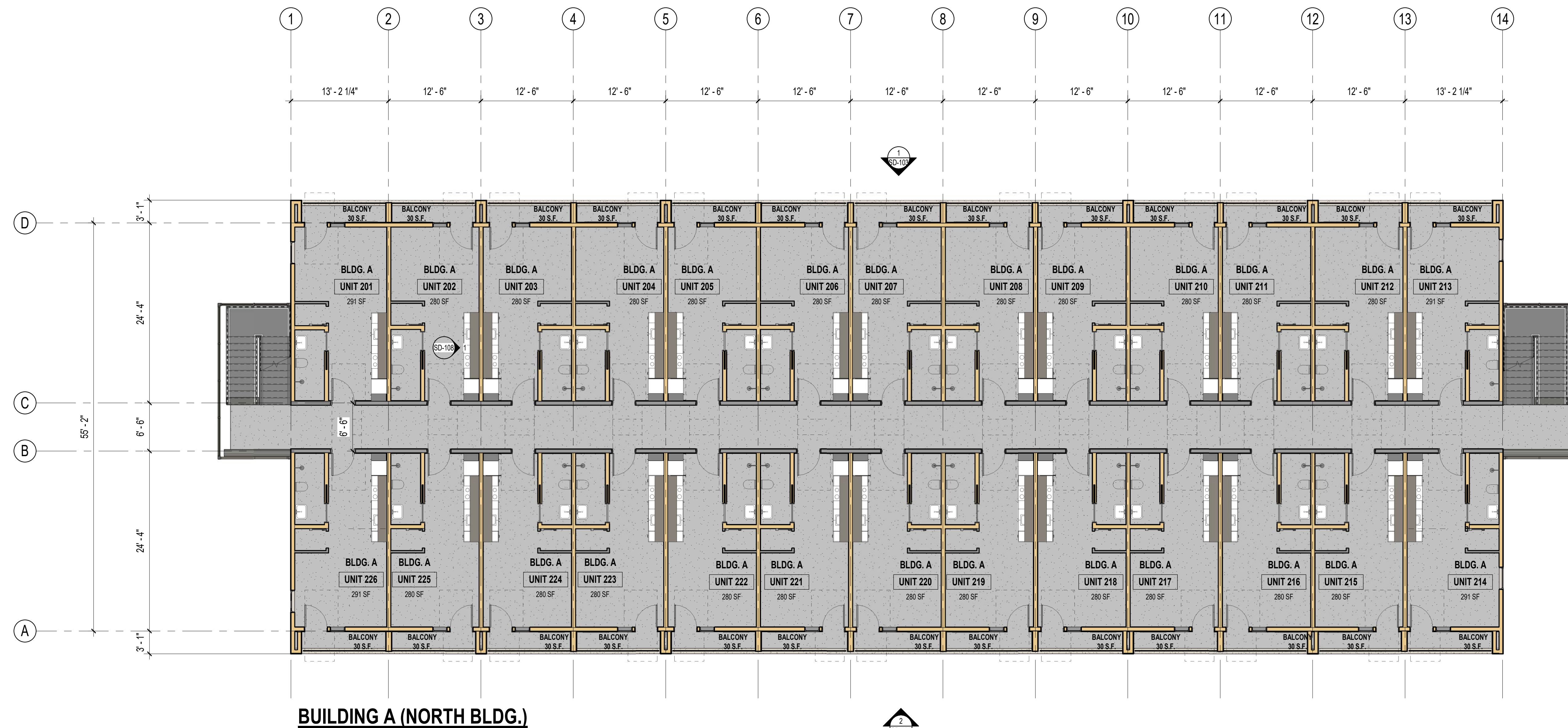


BUILDING A (NORTH BLDG.)



BUILDING B (SOUTH BLDG.)

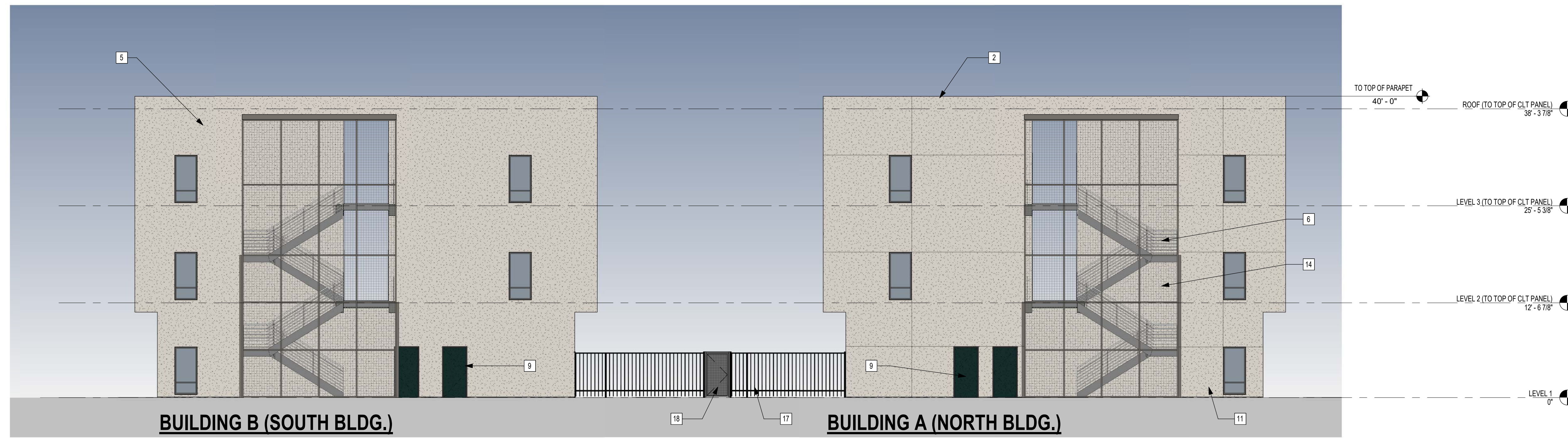
1 FIRST FLOOR PLAN
1/8" = 1'-0"



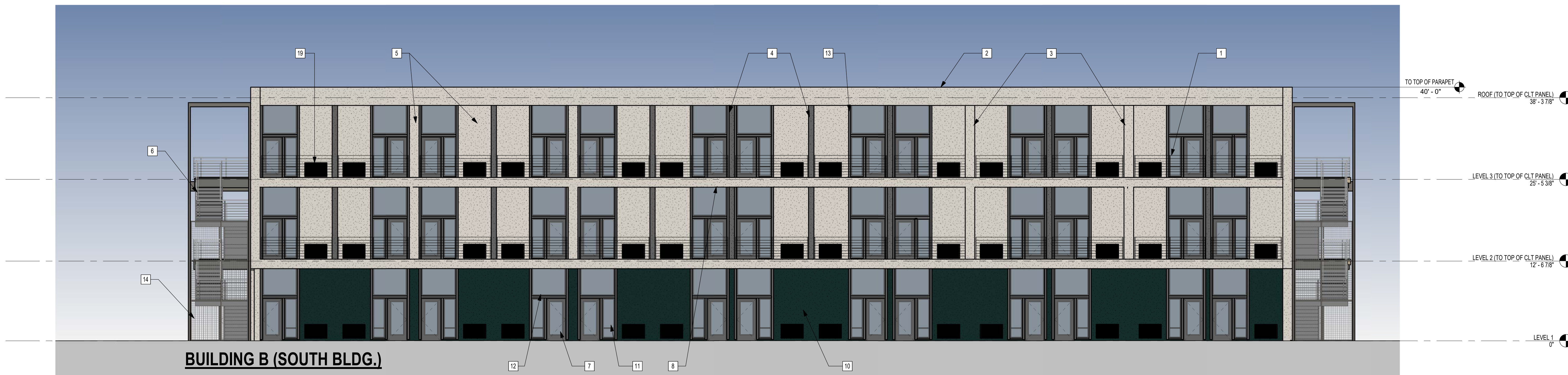
1 SECOND AND THIRD FLOOR PLANS (SIM)
1/8" = 1'-0"



1 NORTH ELEVATION
1/8" = 1'-0"



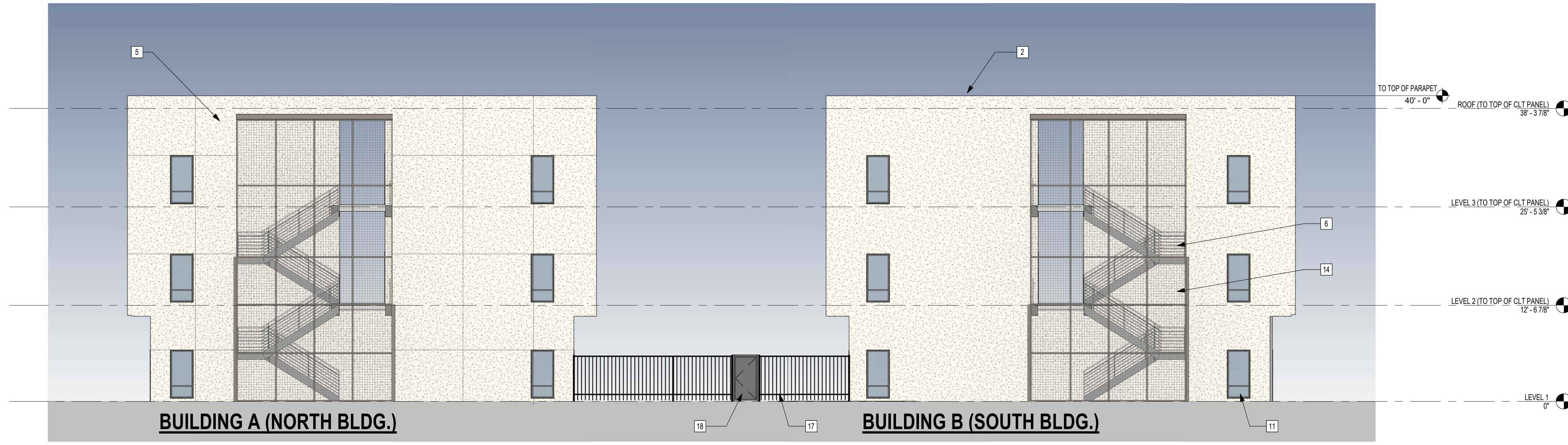
2 EAST ELEVATIONS
1/8" = 1'-0"



3 SOUTH ELEVATION
1/8" = 1'-0"

FINISH SCHEDULE

- 1 METAL RAILING
- 2 SINGLE PLY TPO O' SHAPED RIGID INSALLATION
- 3 INTERIOR WALLS OF THE PATIO. PLASTER - COLOR: LIGHT CREAM
- 4 PLASTER - COLOR: DARK GRAY
- 5 PLASTER - COLOR: LIGHT CREAM
- 6 METAL STAIR AND METAL RAILING
- 7 3'-0" X 6'-8" WOOD DOOR WITH LITE
- 8 CEILING @ BALCONIES: EXPOSED CLT DECK
- 9 SOLID METAL DOOR PAINTED TO MATCH WALLS
- 10 PLASTER - COLOR: DARK GREEN
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- 12 4'-10" X 5'-6" NAIL FIN WINDOW - FIXED
- 13 BLACK ANODIZED ALUM. FRAME
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- 15 METAL DOOR AT STAIRCASE
- 16 ROLL-UP DOOR
- 17 METAL FENCE
- 18 METAL GATE
- 19 PTAC GRILLES



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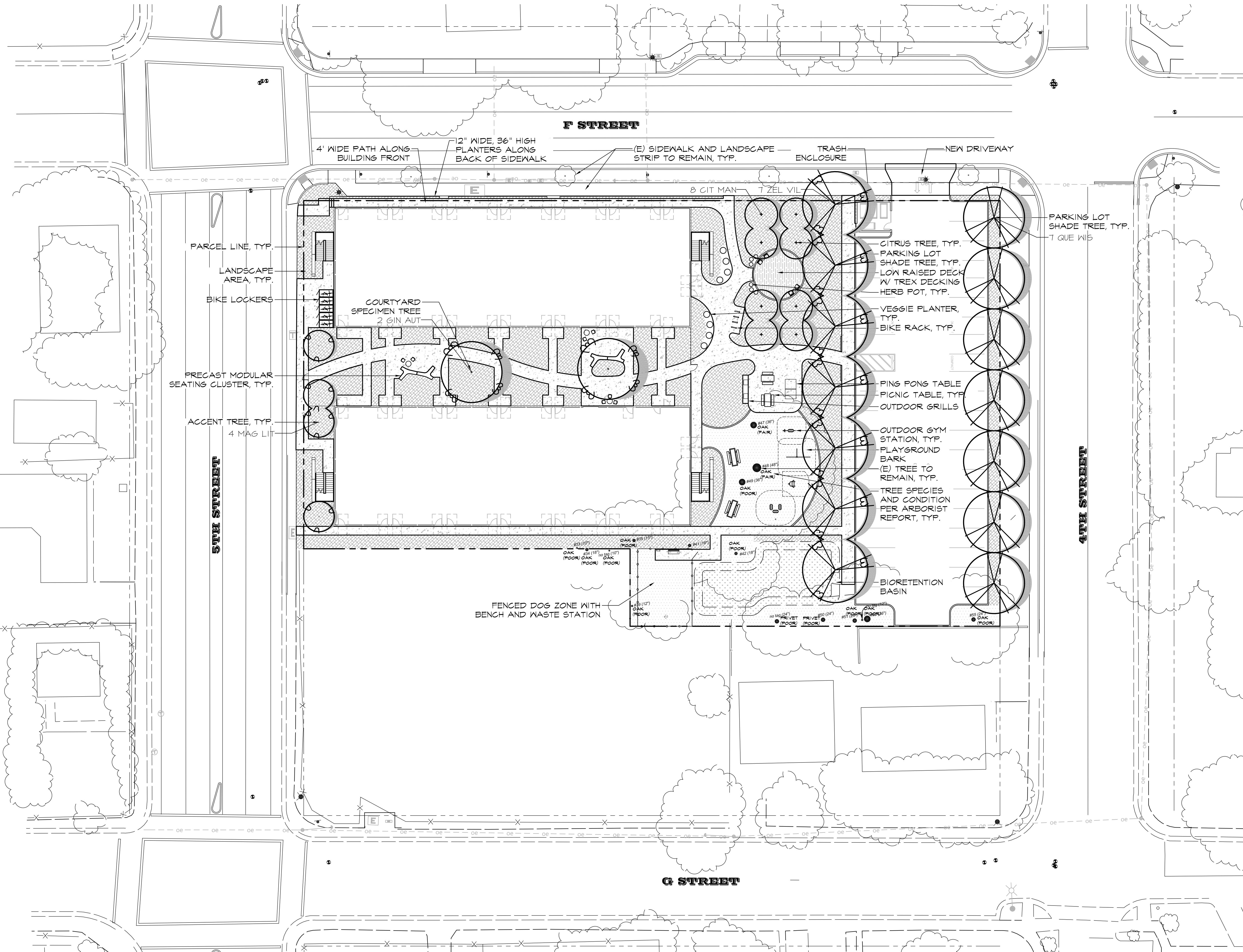
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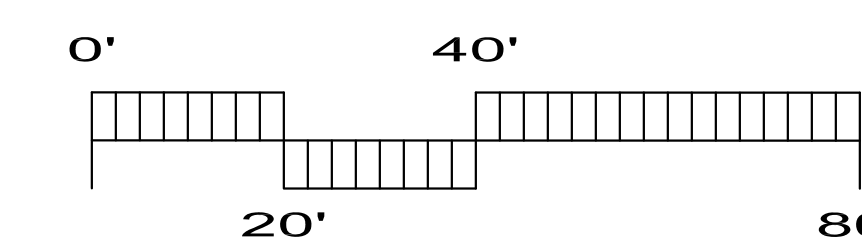
S:\Projects\2020\1715 R Street\1715 R Street - 10.13 Aug 2020 4:46 PM Rev. Theresa Zucco



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KIND PROJECT
URBAN ELEMENTS

620 4th St.
W. Sacramento, CA 95605





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07/29/20

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A centerpiece of the landscape will be a grove of three existing mature Valley Oak trees near the community gathering area. Landscaping in that area will be limited to respect and preserve the root zone of those trees.

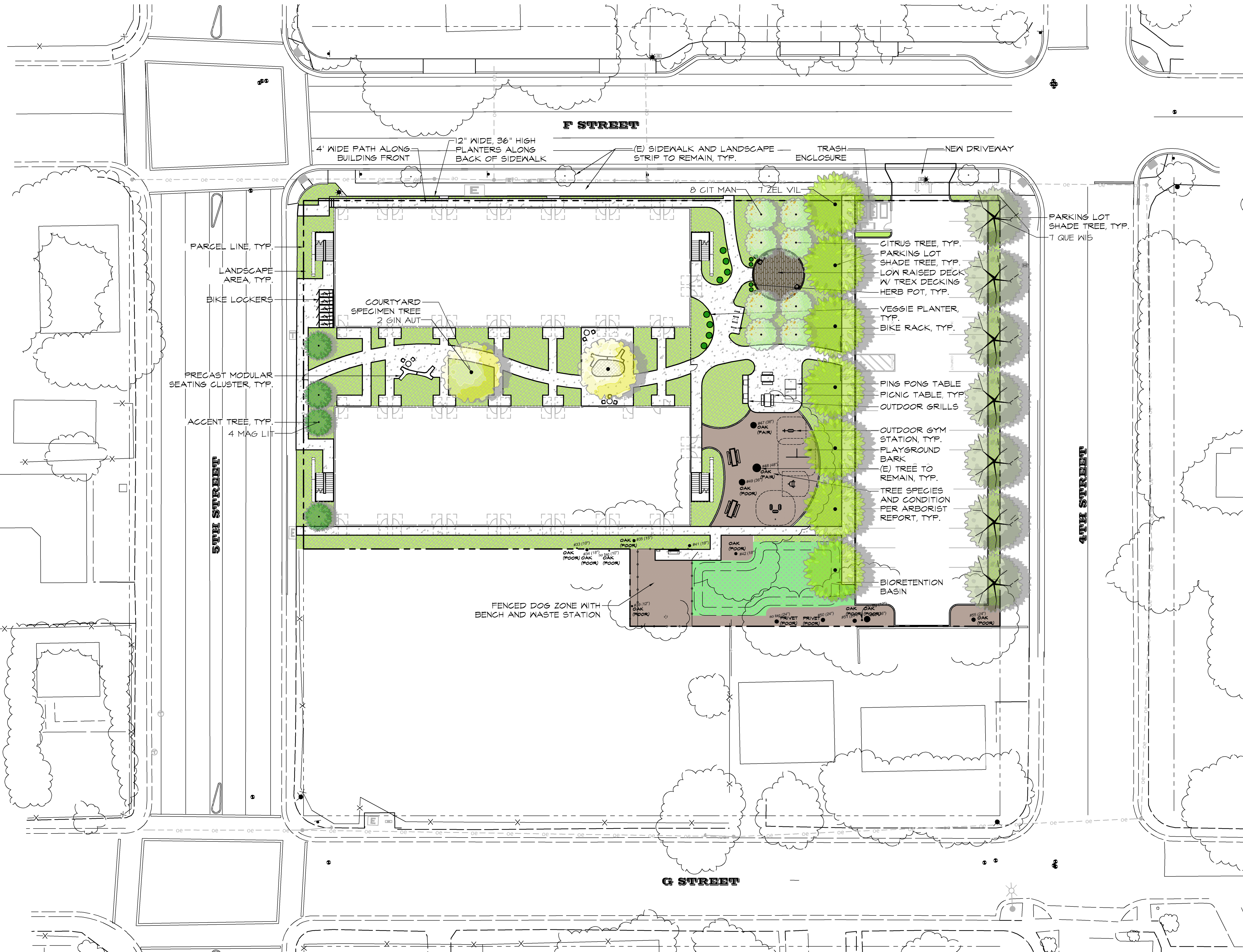
A minimum 3 inches of 'Walk-On' type Fir bark mulch shall be applied in all planted areas except bioretention basin. Shredded 'Gorilla Hair' mulch shall not be used. All planted areas shall be amended with organic material per horticultural soils report recommendations. A soils test shall be completed by the landscape contractor and shall include soil texture, cat-ion exchange capacity, and soil fertility.

IRRIGATION NARRATIVE

A new single point of connection with dedicated water meter and backflow preventer for the irrigation system shall be tapped into the public water mainline adjacent to the domestic point of connection. All landscaped areas, including above-grade planters and pots, will be serviced with a fully automatic irrigation system to include below-ground PVC mainline and lateral piping, remote control valves and wiring, and master shut-off valve.

Irrigation to all new shrub, grass, and groundcover plantings shall be subsurface in-line drip irrigation. Irrigation to all new trees shall be surface bubblers. Irrigation to bioretention basin shall be pop-up low-precipitation rotary-type spray heads. Stations/hydrozones shall be delineated based on similar water demands, sun exposure, and microclimates.

Irrigation shall be controlled via a commercial-quality 'smart' controller (minimum 24 stations) that is capable of multiple programs and linked to a wireless weather sensor installed in an unobstructed location.



PARKING LOT SHADE CALCULATIONS

TREE SPECIES	HALF COVERAGE - 50%
Quercus wislizenii	7 (40) = 3,367
Zelkova serrata	6 (40) = 2,886
TOTAL TREE SHADE:	6,253 s.f.

TOTAL PARKING LOT AREA:	10,675 s.f.
SHADE REQUIRED (50%):	5,338 s.f.
SHADE PROVIDED	6,253 s.f.
PERCENT SHADE	54%

PROJECT PLANTING AREA COVERAGE

TOTAL SITE AREA:	57,250 s.f.
TOTAL PLANTED AREA:	13,830 s.f. (24.2%)

PROJECT TREE CALCULATION

TOTAL QUANTITY OF TREES:	28
EVERGREEN TREES:	20 (71%)
24" BOX TREES:	28 (100%)

SITE AMENITY POINT SCHEDULE

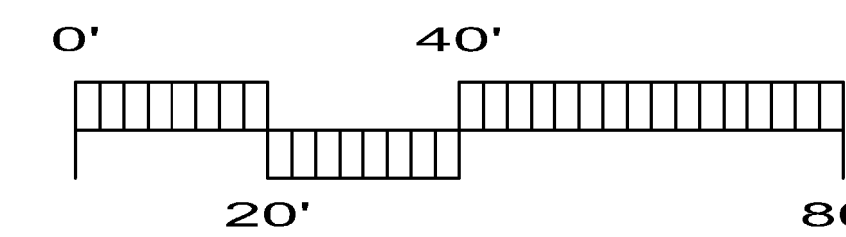
SITE ACREAGE (WATERFRONT DISTRICT):	1.31 ACRES
TOTAL POINTS REQUIRED:	(1.31 x 45) + 30 = 81
TOTAL POINTS ACHIEVED:	402
POINTS REQUIRED - LANDSCAPE FEATURES (50%):	45
POINTS ACHIEVED - LANDSCAPE FEATURES:	207

I. LANDSCAPE FEATURES

AMENITY	QUANTITY	POINT VALUE	POINTS ACHIEVED
24" BOX TREES	28	5 EACH	115
100% OF GROUNDCOVER MATERIAL 1 GAL.	--	25	25
MICRO IRRIGATION SYSTEM USED IN ALL SHRUB BEDS	--	25	25
PLANTER POTS	14	3 EACH	42
TOTAL POINTS:			207

II. SITE FEATURES

AMENITY	QUANTITY	POINT VALUE	POINTS ACHIEVED
PAR COURSE STATIONS	4	30 EACH	120
PICNIC TABLE	4	10 EACH	40
BENCHES	2	5 EACH	10
BARBECUES	2	5 EACH	10
BICYCLE LOCKERS	5	3 EACH	15
TOTAL POINTS:			145



Site Plan Project: 06/20/2020, 1:13 Aug 2020, 4:51 PM by Theresa Zoro



ARCHITECTS + PLANNERS

2237 Douglas Blvd., Ste. 160
Roseville, CA 95661
916.786.8178

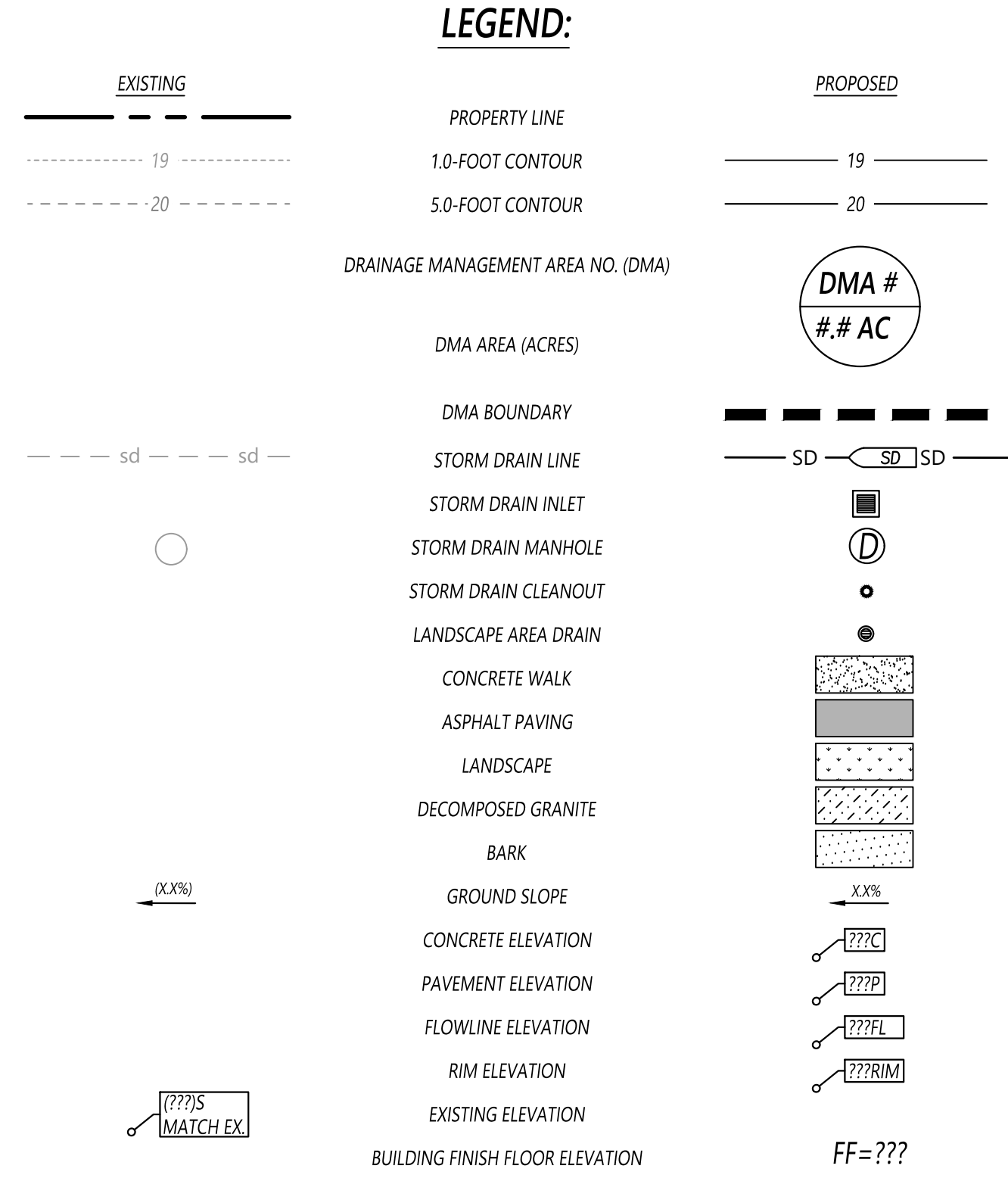
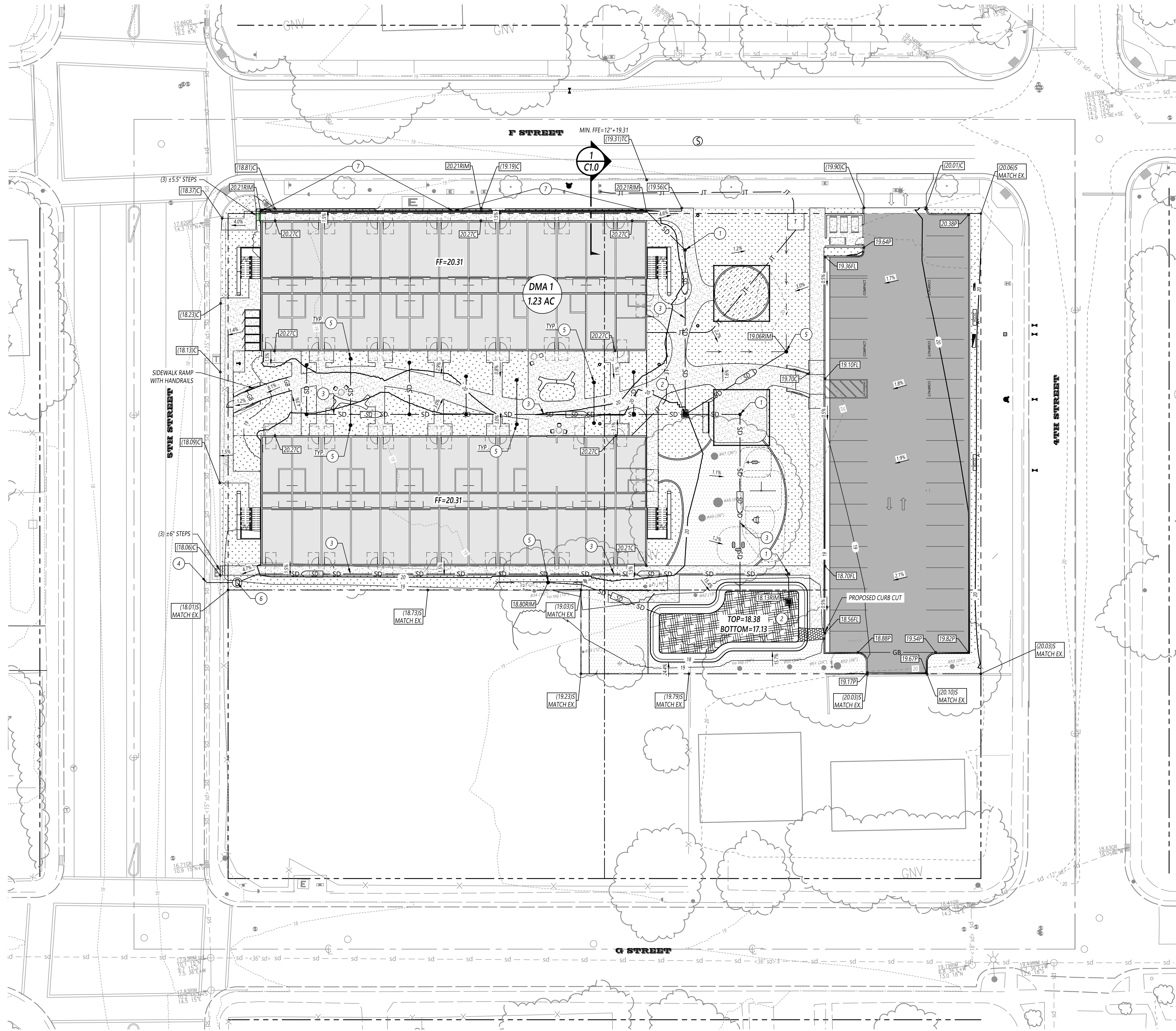
1715 R Street, Ste. 200
Sacramento, CA 95811
wp-architects.com

KIND PROJECT
URBAN ELEMENTS

620 4th St.
W. Sacramento, CA 95605

PRELIMINARY LANDSCAPE PLAN

07/29/20



FLOOD ZONE NOTE:
THE SUBJECT PROPERTY IS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 06072800058 DATED JANUARY 19, 1995, AS BEING LOCATED IN FLOOD ZONE "OTHER AREAS" AREA PROTECTED FROM THE 1% ANNUAL CHANCE 100YR FLOOD BY LEVEE, DIKE, OR OTHER STRUCTURES SUBJECT TO POSSIBLE FAILURE OR OVERTOPPING DURING LARGER FLOODS. INFORMATION WAS OBTAINED FROM THE FEMA WEBSITE (WWW.FEMA.GOV) ON JULY 17, 2020.
FLOOD MAP: 06072800058

CONCEPTUAL DRAINAGE NOTES:
1. FINISHED FLOORS SHOWN ARE PRELIMINARY.
2. HYDROMODIFICATION/ADDITIONAL DETENTION ARE NOT ANTICIPATED TO BE REQUIRED.

- PRELIMINARY STORM DRAIN NOTES:**
- PROPOSED STORM DRAIN CLEANOUT.
 - PROPOSED DRAINAGE INLET.
 - PROPOSED PVC STORM DRAIN PIPE. SIZE TO BE CONFIRMED AS PART OF CONSTRUCTION DOCUMENTS.
 - CONNECT TO EXISTING 15" STORM DRAIN MAIN.
 - PROPOSED LANDSCAPE AREA DRAIN, DRAIN LINE TO CONNECT TO PVC STORM DRAIN PIPE.
 - PROPOSED STORM DRAIN MANHOLE.
 - PROPOSED TRENCH DRAIN.

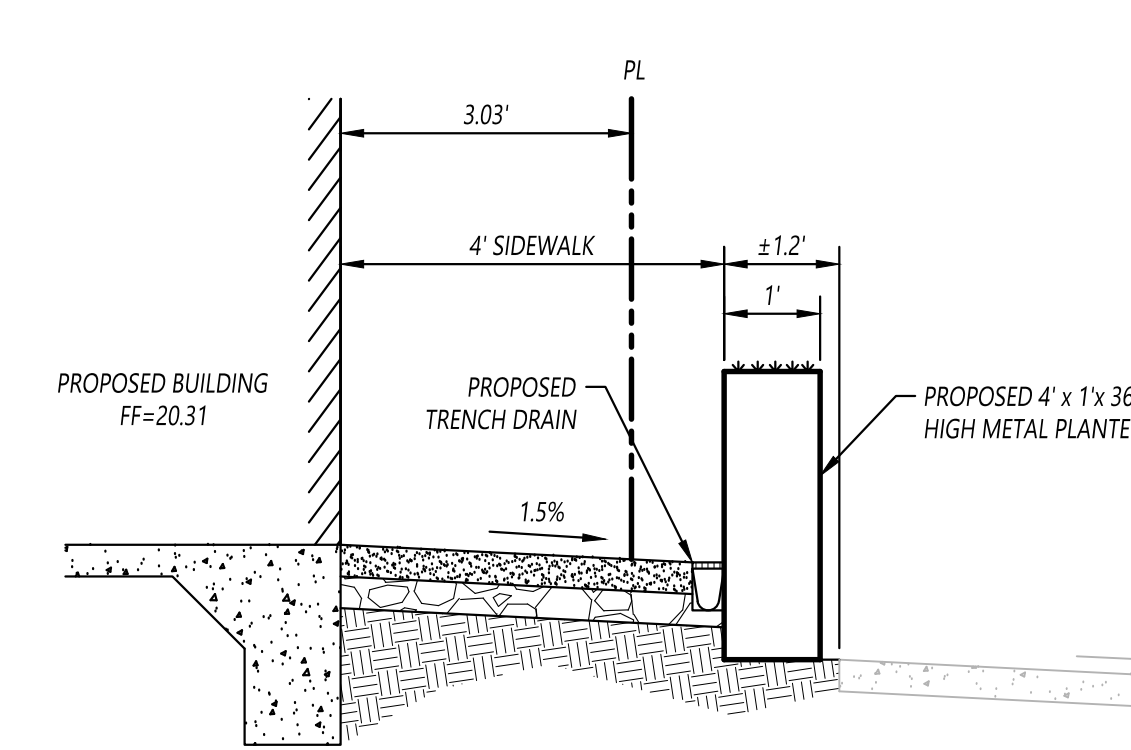
IMPERVIOUS SURFACE INFORMATION

GROSS AREA: 1.31 AC (= 57,250 S.F.)

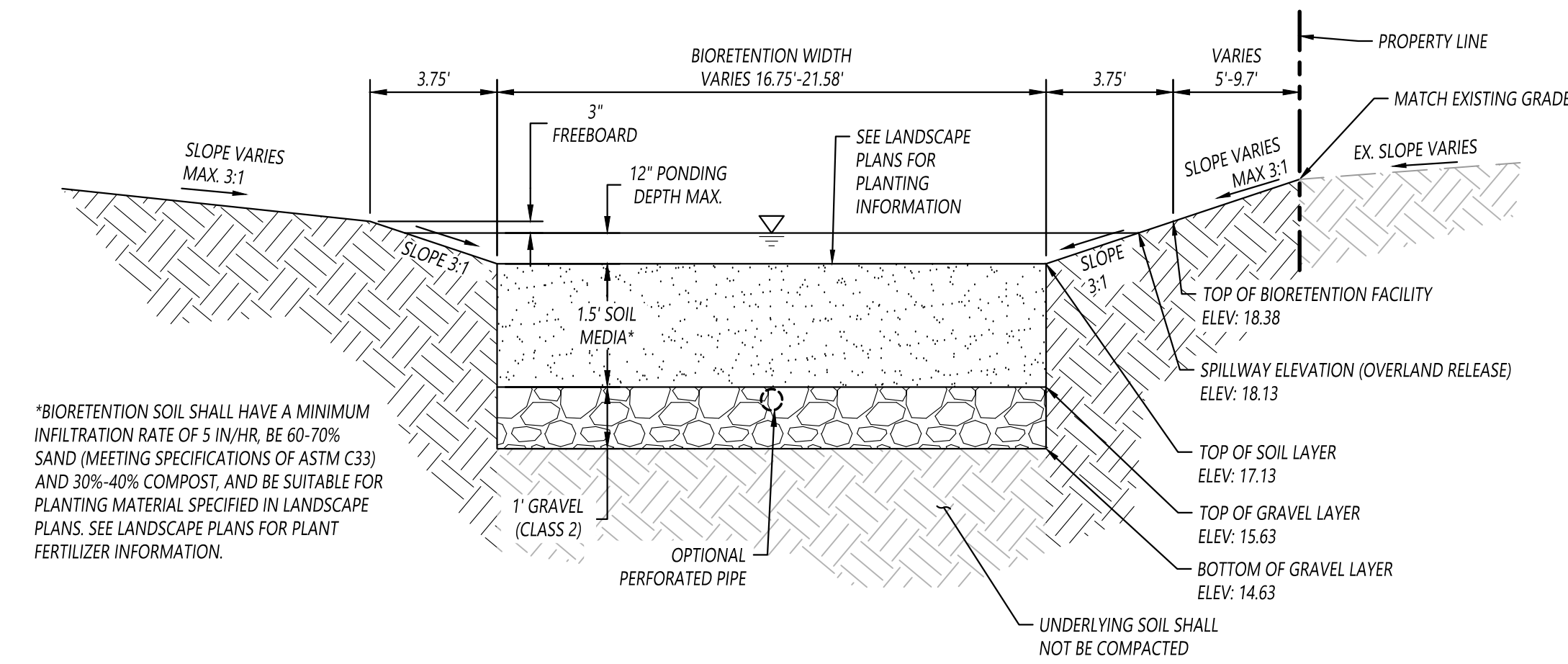
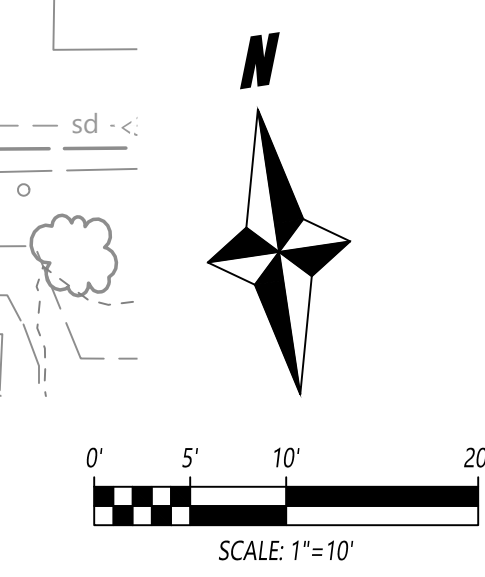
EXISTING ON-SITE IMPERVIOUS SURFACING	
IMPERVIOUS AREA:	0 SF - 0% OF NET
TOTAL EXISTING IMPERVIOUS	0 SF - 0% OF NET
EXISTING ON-SITE PERVIOUS SURFACING	
LANDSCAPE AREA:	±57,250 SF - 100% OF NET
TOTAL EXISTING PERVIOUS	±57,250 SF - 100% OF NET
PROPOSED ON-SITE IMPERVIOUS SURFACING	
PAVED AREA:	
DRIVE AISLE (AC)	±10,837 SF - 20% OF NET
SIDEWALK	±9,099 SF - 17% OF NET
COVERED AREA:	
BUILDING FOOTPRINT	±18,150 SF - 34% OF NET
TOTAL PROPOSED IMPERVIOUS	±38,086 SF - 71% OF NET
PROPOSED ON-SITE PERVIOUS SURFACING	
LANDSCAPE AREA:	±15,300 SF - 29% OF NET
TOTAL PROPOSED PERVIOUS	±15,300 SF - 29% OF NET

STORM WATER QUALITY NOTES:

REQUIRED BIORETENTION VOLUME:	1,940 CF
SITE DESIGN MEASURES VOLUME REDUCTION:	12 CF
ADJUSTED REQUIRED BIORETENTION VOLUME:	1,928 CF
BIORETENTION VOLUME PROVIDED:	2,200 CF

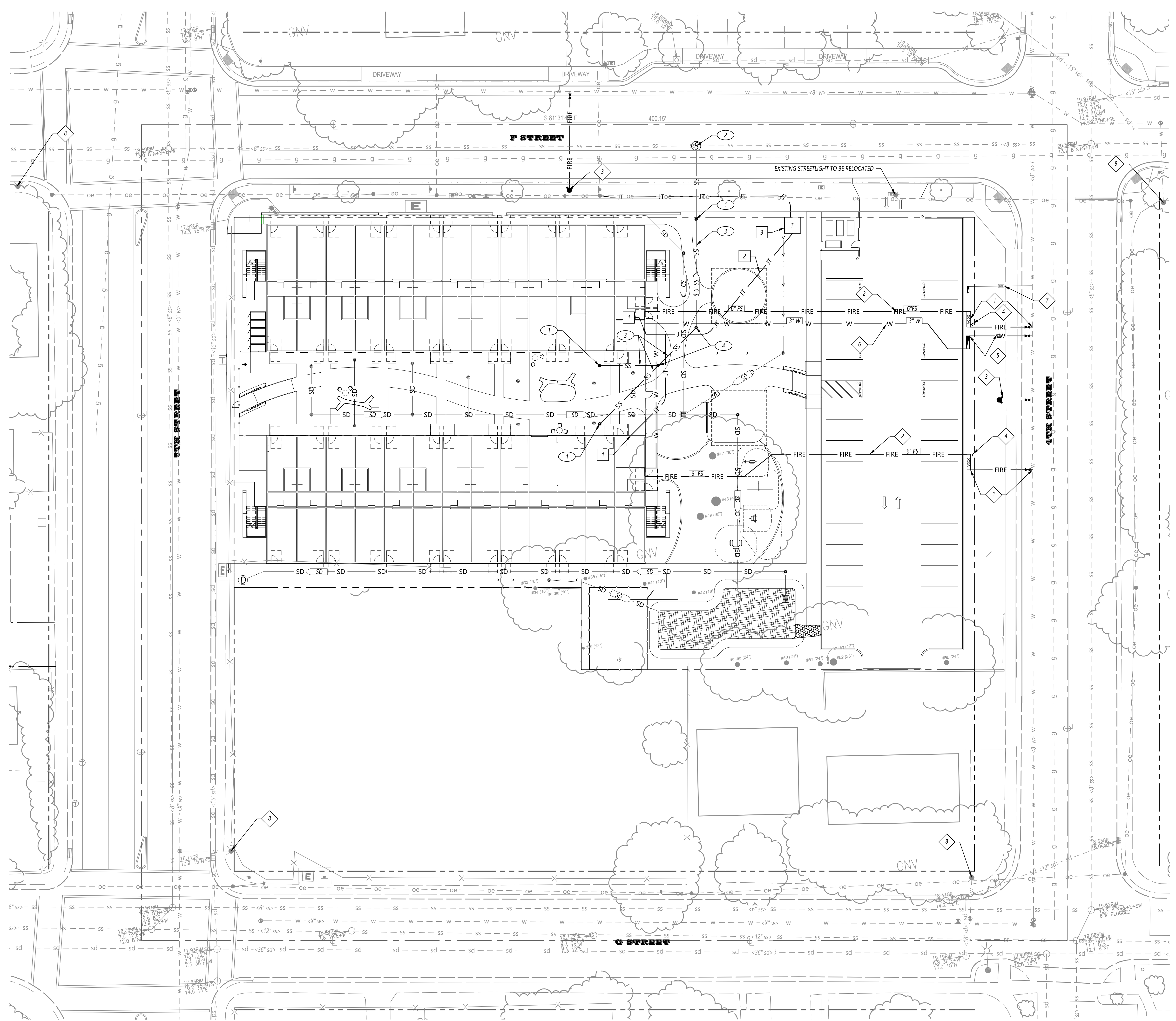


1 SECTION 1
C1.0 NOT TO SCALE



2 BIORETENTION SECTION
C1.0 NOT TO SCALE

*BIORETENTION SOIL SHALL HAVE A MINIMUM INFILTRATION RATE OF 5 IN/HR. BE 60-70% SAND (MEETING SPECIFICATIONS OF ASTM C33) AND 30%-40% COMPOST, AND BE SUITABLE FOR PLANTING MATERIAL SPECIFIED IN LANDSCAPE PLANS. SEE LANDSCAPE PLANS FOR PLANT FERTILIZER INFORMATION.



UTILITY LEGEND

— W — W —	EXISTING WATER LINE
— W — W —	PROPOSED WATER LINE
— SD — SD —	EXISTING STORM DRAIN LINE
— SS — SS —	EXISTING SANITARY SEWER LINE
— SD — SD —	PROPOSED STORM DRAIN LINE
— SS — SS —	PROPOSED SANITARY SEWER LINE
— G — G —	EXISTING GAS LINE
— OE — OE —	EXISTING OVERHEAD LINE
— JT — JT —	PROPOSED JOINT TRENCH
— E — E —	PROPOSED ELECTRICAL LINE
— OE — OE —	PROPOSED OVERHEAD LINE
○	EXISTING MANHOLE
○	PROPOSED SEWER MANHOLE
○	PROPOSED STORM DRAIN MANHOLE
●	PROPOSED CLEANOUT
○	EXISTING WATER METER
○	PROPOSED WATER METER
○	PROPOSED RP DEVICE
○	PROPOSED DOUBLE CHECK DETECTOR ASSEMBLY
○	EXISTING FIRE HYDRANT
○	PROPOSED FIRE HYDRANT
○	PROPOSED FIRE DEPARTMENT CONNECTION
○	EXISTING UTILITY POLE
○	EXISTING PULL BOX
○	EXISTING STREETLIGHT

PRELIMINARY WATER NOTES:

1. PROPOSED 6" FIRE SERVICE TAP AND DOUBLE CHECK DETECTOR ASSEMBLY.
2. PROPOSED 6" PRIVATE FIRE SERVICE.
3. PROPOSED PUBLIC FIRE HYDRANT.
4. PROPOSED FIRE DEPARTMENT CONNECTION.
5. PROPOSED 3" DOMESTIC METER AND RP DEVICE.
6. PROPOSED 3" DOMESTIC WATER SERVICE LINE.
7. EXISTING METER TO BE REUSED FOR PROPOSED IRRIGATION SERVICE. CITY APPROVED BACKFLOW PREVENTOR TO BE ADDED TO EXISTING SERVICE LINE.
8. EXISTING PUBLIC FIRE HYDRANT.

PRELIMINARY SEWER NOTES:

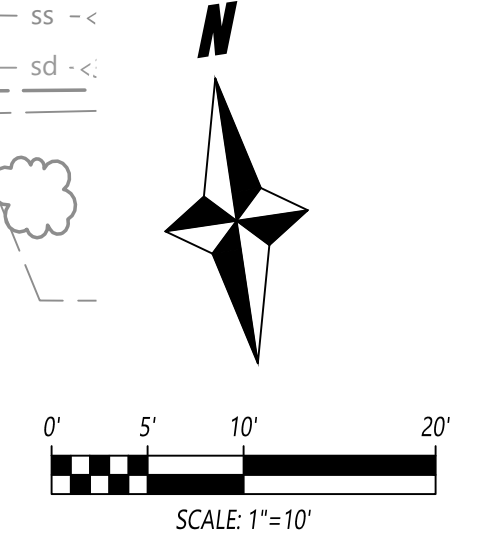
1. PROPOSED 6" PRIVATE SEWER SERVICE LATERAL AND CLEANOUT AT PROPOSED POINT OF SERVICE CONNECTION. LOCATION OF PROPOSED SEWER POINT OF CONNECTION IS APPROXIMATE.
2. CONNECT TO EXISTING 6" SEWER SERVICE WITH A MANHOLE.
3. PROPOSED 6" PRIVATE SEWER COLLECTOR PIPE.
4. PROPOSED SEWER CLEANOUT.

PRELIMINARY DRY UTILITY NOTES:

1. APPROXIMATE LOCATION OF PROPOSED ELECTRICAL SERVICE BOX AND ELECTRICAL PHONE AND CABLE BUILDING POINT OF CONNECTION. LOCATION SHALL BE APPROVED BY PG&E AND OTHER DRY UTILITY PURVEYORS.
2. APPROXIMATE LOCATION OF PROPOSED ELECTRICAL CABLE AND PHONE JOINT TRENCH. LOCATION SHALL BE APPROVED BY PG&E AND OTHER DRY UTILITY PURVEYORS.
3. PROPOSED PAD-MOUNTED TRANSFORMER LOCATION TO MEET ALL SMUD REQUIREMENTS. SIZE AND LOCATION SHOWN IS APPROXIMATE AND SHALL BE APPROVED BY SMUD.

CONCEPTUAL UTILITY NOTES:

1. ALL PROPOSED UTILITIES SHOWN ARE CONCEPTUAL AND SUBJECT TO CHANGE PENDING FURTHER DESIGN COORDINATION.
2. ASSUME ADDITIONAL STREET LIGHTS WILL NOT BE REQUIRED. PENDING REVIEW FROM CITY STREET LIGHT GROUP.





















**The Kind Project
620 4th Street
West Sacramento, CA**

Statement of Justification

When Urban Elements was formed in 2006 the mission was simply to build a small, mixed-use project, one in which we would be proud to live. We achieved this goal with our first project at 1813 Capitol Avenue, affectionately referred to as “the Pushkin’s building”.

1813 Capitol Avenue caused us to understand the importance of small, neighborhood jewels, interspersed with larger projects, our development allies were creating and building. For that reason, and the desire to continue to create notable, beautiful projects, we began work on other added value and new build projects. We restored the property at 819 19th Street, now home to Sacramento Covered, converted the former Cuilla Bros. Auto Garage at 2413 J Street to a retail collaborative that contains: Wild Heart Beauty, RoShamBeaux (a deVere’s concept), and the new Ginger Elizabeth flagship store. Next door to this converted garage, we built the recently completed 2417 J Street project, home to Pushkin’s commercial bakery, and their new concept, Babe’s. Above the bakery sits 12 residential units. We followed with the conversion of the dilapidated building located at 2030 28th Street, restoring that building through a “gut-build”, and creating (8) small single-family home parcels from the site. Finally, in October 2020, we will finish Sutter Triangle, another vital neighborhood jewel in East Sacramento, containing 3 retail spaces, one of which will be: Poppy by Mama Kim, and 11 housing units.

Every time we worked through a project, we kept challenging ourselves to deliver more, higher quality, better value. Although Urban Element’s current program enables business operators to open without debt incurred from tenant improvement work, and our housing delivers good value in creative, unique environments, we believe we can do even better! Although we’ve been able to meet the need of rentals that start at \$1,900 per month or, home sales that start at \$300,000, can we get rental rates down to \$1,150? Urban Elements has proved the answer to both questions is “YES!”...we can do this!

The Kind Project has been under development for the last year, and we are finally able to deliver living environments that are attainable for most, if not all. The Kind Projects is described below.

The Kind Project consists of 148 studio units, 122 smaller units that lease for +/- \$1,150 per month, and 26 larger units that lease for +/- \$1,250 per month. The units are part of an “attainable by design” endeavor, built as a market rate project, conventionally financed with equity provided by the partners. There is no income limitation for residents so, their ability to live, work, and succeed does not price them out of their home.

This is an all-electric project that is solar ready. Urban Elements, Inc. was named the 2019 Green Builder of the year by the Business Environmental Resource Center. Our mission is to deliver not only beautiful but, sustainable projects that meet & deliver on climate goals.

All housing units have 12' ceilings, and 122 of the units have a mezzanine for storage. The ceiling of each unit and mezzanine are constructed of cross-laminated-timber for a clean Scandinavian feel. They have concrete floors, floor to ceiling glass, either a connected balcony or, patio, and sleek kitchen and bathroom finishes. The Kind Project has been designed to serve the residents for a phase of their life or, "all" of their life.

The Kind Project provides an integrated outdoor experience with thoughtful 'outdoor rooms' – thereby expanding the living space, connection to nature, and socialization with family, friends & neighbors. We have included amenities such as a sensory garden, a yoga & meditation platform, herb garden, a bicycle repair station, outdoor fitness area, picnic tables & BBQ, table tennis, a dog park, quiet spaces, EV charging for bikes and vehicles, and bio-retention of storm water. Our indoor amenities include parcel lockers, an on-site management office, a "spin" center for cyclists, a "meet up" room with a coffee station, and two laundry facilities.

The overall project has a modern aesthetic in both building structure and outdoor set-up. The units on the ground floor of each building are oriented toward the outside so, the project is truly a social neighborhood, rather than a closed off building. For these reasons, we believe The Kind Project brings tremendous value to West Sacramento. It provides work-force housing at a very affordable price point, and amenities and services that create a truly inclusive, energy efficient, and connected community.

**DRAFT
ORDINANCE 21-1**

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF WEST SACRAMENTO APPROVING
THE DEVELOPMENT AGREEMENT BETWEEN THE CITY AND
THE KIND PROJECT INVESTORS, LP PERTAINING TO
DEVELOPMENT OF THE KIND RESIDENTIAL PROJECT**

WHEREAS, on November 19, 2020, the City of West Sacramento Planning Commission conducted a public hearing and adopted Resolution 20-13PC, recommending that 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 Kind Project Investors, LP. 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 the Washington Specific Plan.; and
- (b) That the proposed Development Agreement is consistent with the provisions of Government Code Sections 65864 through 65869.5.

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 January 20, 2021 by the following votes:

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

Martha Guerrero, Mayor

ATTEST:

APPROVED AS TO FORM:

Yashin Abbas, City Clerk

Jeffrey Mitchell, City Attorney

CODIFY ____ UNCODIFY X

KIND PROJECT

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into this ____ day of _____, 2021 ("Effective Date") between the CITY OF WEST SACRAMENTO, a municipal corporation organized and existing under the laws of the State of California ("City"), and THE KIND PROJECT INVESTORS, LP, a California limited partnership ("Developer"). City and Developer are 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. ("Development Agreement Law"), which authorizes the City and any person having a legal or equitable interest in 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 November 19, 2020, 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. Property. Developer is the owner of approximately ± 1.31 gross acres within the City generally bounded by 4th Street, F Street, G Street, and 5th Street ("Property"), as described in Exhibit A, attached hereto and made a part hereof. The Property is comprised of APN 010-464-004-000.

D. Project. The Developer proposes to construct 148 multifamily apartment units on the Property in Phase I consisting of 74 apartments in each of two buildings. There is a potential second phase planned for mixed use development.

E. Consistency with General Plan and the Washington Specific Plan. Having duly examined and considered this Agreement and having held properly noticed public hearings hereon, the City found that this Agreement satisfies the Government Code section 65867.5 requirement of general plan consistency. The City Council also finds that this Agreement is consistent with the Washington Specific Plan.

F. Environmental Review. The project was analyzed under CEQA as a categorically-exempt Class 32 infill project, pursuant to CEQA Guidelines section 15332. The project meets those requirements, as it is a site surrounded predominantly by urban uses on less than 5 acres with no value as habitat for endangered, rare or threatened species. The density for the designated 3-acre block provides sufficient density for the Project for a consistency finding.

G. Public Benefits. Development of the Property will result in significant public benefits, as more fully described hereinafter, including, without limitation:

1. Implementation of the development goals set forth in the General Plan;
2. Implementation of the Washington Specific Plan and Washington Realized Sustainable Community Strategy;

3. Provision of dense residential housing to support transit-oriented development;
4. Provision of residential development serving employees of commercial uses in the District, and creating diversity of housing choice integral to evolving the mixed use multi modal plans for the district;
5. Provision of opportunities for employment;
6. Provision of covenant-restricted affordable, apartment community;
7. Provision of an inclusive multi-family residential development without the typical public subsidies required to produce affordable housing to meet the housing needs of local residents and the need to offer housing within walking distance of job centers. This Agreement and a separate affordable housing agreement between Developer and the City shall contain the following restrictions:
 - a. For 30 years, at least 10% of the units (15 or more units) will be title-restricted to rents that are affordable to low income households (80% AMI or less), and at least 5% of the units (8 or more units) will be title-restricted to rents that are affordable to median income households (100% AMI or less).
 - b. Units not restricted to low or median rents will be restricted to initial rents of \$1,150 or \$1,250 per month including electricity (subject to a one-time maximum 5% increase) for 10 years with subsequent annual tenant rent increases limited to 5 percent (5%) per year;
8. Furtherance of economic development goals and objectives of the City;
9. Support development of a high-density, transit-oriented residential infill project in the Washington Neighborhood to realize construction of 148 apartments units;
10. Encourages sustainable transit use through proximity to public transit stops, EV charging infrastructure, car share access points, and micro-mobility modes, such as bicycle, electric bike, and e-scooter improvements;
11. Reduction of vehicle trips and associated greenhouse gas emissions by being located in close proximity to jobs and services, and encouraging alternative travel modes in a transit priority area of the City;
12. Achievement of certain economic development objectives including, but not limited to, increased property tax revenue to the City, including growth in tax increment to the Enhanced Infrastructure Financing District (EIFD); and
13. Provision of an all-electric building that is solar ready, contributing to the City's ability to reduce emissions and progress towards Climate Action Plan goals.

H. Affordable Housing. The City Council finds that the project satisfies the City's affordable housing ordinance, City of West Sacramento Municipal Code Chapter 15.40, as the project will achieve the goals set forth in the City's housing element and therefore meets alternative Section 15.40.070(B)(1).

I. 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 development of the Property in accordance with the terms set forth herein.

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:

AGREEMENT

1. Definitions. In this Agreement, unless the context otherwise requires, terms have the following meanings. Capitalized terms within the Exhibits have the meanings set forth in the Exhibit which they appear:

1.1 "Adopting Ordinance" means Ordinance No. 20-_____ adopted by the City Council on _____, 2020, which approves this Agreement as required by the Development Agreement Law.

1.2 "Affordable Housing Requirements" means the obligations that will apply to the Property to the extent development includes the construction of residential dwelling units pursuant to Chapter 15.40 of the City's Municipal Code, as it may be amended from time-to-time, and as discussed in Section 6.8.

1.3 "Agreement" means this Development Agreement, inclusive of all Exhibits attached and incorporated by reference hereto.

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 Council" means the City Council of the City of West Sacramento, or its designee.

1.7 "City Manager" means the City Manager of the City of West Sacramento, or designee.

1.8 "Collective Standards" means: (i) the provisions of this Agreement; (ii) the Project Entitlements and Conditions of Approvals; and (iii) the Land Use Regulations.

1.9 "Community Development Director" or "Director" means the Community Development Director of the City of West Sacramento, or his or her designee.

1.10 "Conditions of Approval" mean the conditions of approval for the Project Entitlements, attached hereto as Exhibit C.

1.11 "Developer" means the Kind Project Investors, LP, together with any successors in interest approved by the City pursuant to this Agreement.

1.12 "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.

1.13 "Development Impact Fees" means those fees as laid out in the City's Development Impact Fee schedule currently in effect at the time of granted entitlements as laid out in the Book of Fees.

1.14 "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.

1.15 "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 (including, but not limited to, any Community Facilities District ("CFD") taxes), and shall not be limited to fees paid pursuant to this Agreement.

1.16 "General Plan" means the General Plan of the City including the text and maps, as approved by the City on November 16, 2016, plus any other General Plan amendments approved by the City on or before the Effective Date.

1.17 "Inclusionary Housing Ordinance" means Chapter 15.40 of the West Sacramento Municipal Code and the Inclusionary Housing Credit Program for Urban Infill, as they may be amended.

1.18 "Land Use Regulations" means the ordinances, resolutions, and regulations applicable to the Property, to the extent they govern the permitted uses of land, and the density and intensity of land use, as set forth in the following plans and ordinances as they existed on the Effective Date, except as provided by this Agreement or as they may be later amended to the extent those later amendments are applicable pursuant to the terms of this Agreement, including but not limited to:

- 1.18.1 The General Plan;
- 1.18.2 The Parks Master Plan;
- 1.18.3 The Bicycle, Pedestrian and Trails Master Plan;
- 1.18.4 The West Sacramento Zoning Code;
- 1.18.5 The Washington Specific Plan;
- 1.18.6 PD 43.

1.19 "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.

1.20 "PD 43" means the City of West Sacramento Planned Development Overlay 43.

1.21 "Planning Commission" means the City of West Sacramento Planning Commission, or its designee.

1.22 "Project" means development of the Property in accordance with the Collective Standards. The Project includes the construction of 148 apartment units in two 74-unit multifamily residential buildings and related infrastructure improvements on a 1.31-acre site. The site may be further developed in the future to include a mixed-use development as part of a second phase.

1.23 "Project Entitlements" mean those land use entitlements approved by the City to allow the Developer to construct the Project. The Conditions of Approval associated with these Entitlements are set forth in Exhibit C.

1.23.1 Planned Development Permit;

1.23.2 Design Review;

1.23.3 Washington Specific Plan Minor Deviations; and

1.23.4 Zoning Administrator Approval of Alternative Car Parking Standards and Bike Parking Standards.

1.24 "Property" means that certain real property consisting of approximately 1.31 acres located at 620 4th St, in the City of West Sacramento, County of Yolo, APN 010-464-004-000, legally described and depicted in Exhibit A, incorporated herein by reference.

1.25 "Reserved Powers" means those powers specifically listed in Section 7.1.

1.26 "Successor" or "Successor in Interest" means any subsequent owner that acquires all or any portion of the Property. No Successor shall acquire any rights pursuant to this Agreement unless and until that Successor complies with the applicable requirements of Section 11.2 of this Agreement. This term shall not include private parties that acquire recorded residential lots that have been developed with residential dwellings within the Property.

1.27 "Washington Specific Plan" means that certain Washington Specific Plan adopted by the City on May 15, 1996. Changes to that plan are anticipated to be adopted in early 2021 and the Project will be bound to the terms of the updated and amended Washington Specific Plan.

2. Incorporation of Recitals. The Recitals to this Agreement and all Exhibits attached hereto are incorporated herein as though set forth in full.

2.1 Exhibits. The following documents are referred to in this Agreement, attached hereto and made a part of by this reference.

Exhibit	Description
A	Legal Description of Property
B	Schedule of Applicable Fees
C	Conditions of Approval of Planned Development Permit, Design Review, Washington Specific Plan Minor Deviations, and Zoning Administrator Approval of Alternative Car Parking Standards and Bike Parking Standards
D	Project Description and Preliminary Site Plan
E	Off-Site Improvements Description
F	Abandonment Diagram and Description
G	Form of Assignment and Assumption
H	Memorandum of Agreement
I	Developer Reimbursement Agreement

3. Description of Property. The Property, which is the subject of this Agreement, is defined in Section 1.24.

4. Effective Date and Term.

4.1 Effective Date. The effective date of this Agreement means the date defined at Section 1.14 of this Agreement.

4.2 Term. The term of this Agreement ("Term") is ten (10) years, commencing on the Effective Date. The Term of this Agreement may be extended for one additional five (5) year term. Extension must be requested in writing by the Developer no less than 90-days prior to expiration of the Term. An extension shall only be granted by written consent of the City in response to the Developer's extension request, which consent may be withheld in the City's sole discretion.

4.3 Termination by Mutual Consent. This Agreement may be amended or canceled prior to the end of the Term, in whole or in part, only by mutual written consent of the Parties or in the manner otherwise provided for in this Agreement, the City's rules and regulations governing development agreements, and Government Code sections 65867, 65867.5, and 65868 (or their successor sections).

4.4 Effect of Termination. This Agreement is entered into by the Parties for the limited purpose of setting forth certain terms and conditions concerning the proposed development of the Property in a manner that is consistent with the Collective Standards. Accordingly, nothing contained herein is intended or shall be construed to grant to Developer any rights in connection with the future development of the Property, except for those rights set forth in the Collective Standards and in this Agreement.

4.5 Agreement to be Recorded. Following the Effective Date, a Memorandum of this Agreement will be recorded in the Official Records of Yolo County, pursuant to Government Code section 65868.5 in the form attached as Exhibit H. The Parties acknowledge that Section 65868.5 of the Development Agreement Law requires the Memorandum of Agreement be recorded in the Official Records of Yolo County no later than ten (10) days after the Effective Date.

5. Representations, Warranties, and Acknowledgments.

5.1 Title to Property. Except for any encumbrances disclosed in writing to the City on or prior to the Effective Date, Developer represents and warrants that as of the Effective Date, Developer holds legal and/or equitable interest in and to the Property and that all persons holding legal or equitable interest in the Property shall be bound by this 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.

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 15.

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. General Rights and Obligations of Developer.

6.1 General. Developer shall construct 148 apartment units on a 1.31-acre site in accordance with the Collective Standards.

6.2 Development Rights. During the term of this Agreement, Developer is assured and the City agrees that the development rights, obligations, terms, and conditions specified in the Collective Standards are vested in the Developer and may not be changed or modified by the City, except as may be expressly permitted by and in accordance with the terms and conditions of this Agreement or as expressly consented to by the Developer, to the extent such proposed changes or modifications are applicable thereto. Developer shall further have a vested right in any amendments to the Project Entitlements as of the date of such amendments. The City shall review any proposed amendments to the Project Entitlements in a manner consistent with this Agreement. A copy of the Conditions of Approval for the Project are attached hereto as Exhibit C. To the extent that there is a conflict in the Collective Standards or between the Collective Standards and this Agreement, the specific provisions of this Agreement shall control to the extent permitted by law. Included in these conditions are public improvements and service obligations, and applicable time frames for satisfaction of those obligations as and when Developer elects to develop the Property.

6.3 Project Fees. This Agreement is entered into by the Parties for the Parties to agree that Development Impact Fees paid to the City for the Project will be those detailed and shown on attached Exhibit B and incorporated herein by reference.

6.4 Surface Parking Lot. Project is designed with a private surface parking lot to accommodate 39 spaces. Developer and City shall mutually define additional parking lot screening elements to be required in the right of way, the private parking lot, or both. Within 90 days of the Effective Date, Developer shall submit to the City a final revised and enhanced design treatment plan to visually screen parking lot from neighboring parcels across F Street and 4th Street, which may include vegetation, hardscape, decorative elements, ornamental fencing, or art. The enhanced design treatment plan shall require Planning Commission approval prior to issuance of the first certificate of occupancy for the first building. Costs for elements of the enhanced design treatment plan constructed in the public right of way shall be reimbursed by the City.

6.5 Driveway. Developer shall construct the project with a single drive aisle with placement of the trash enclosure near that drive aisle, subject to subsequent approval by the City Manager, or his or her designee, in the reasonable exercise of its discretion.

6.6 Infrastructure Improvements. Developer shall construct all on-site infrastructure improvements to serve the Project, which are to be identified in the Collective Standards. Developer shall construct certain off-site improvements necessary to serve the Project including curb, gutter, sidewalk, landscaping and decorative streetlights improvements on the 4th Street and 5th Street frontages, as described in Exhibit E. To the extent applicable, off-site improvements shall be completed in compliance with prevailing wage law, Labor Code section 1720 et seq., and regulations set by the Department of Industrial Relations. City shall reimburse Developer for the off-site improvements constructed in the public right of way pursuant to a Developer Reimbursement Agreement to be executed by the City and Developer, as shown in Exhibit I. Upon mutual agreement

of the Developer and City, Developer may complete additional off-site improvements to be later determined. Such additional off-site improvements shall also be subject to prevailing wage law and reimbursed by the City to the extent possible.

6.7 Satisfaction of Affordable Housing Requirements.

6.7.1 Prior to and as a condition precedent to the issuance of any land use entitlement or building permit for the Property, Developer shall demonstrate compliance with the requirements of the Inclusionary Housing Ordinance by entering into an affordable housing agreement with the City to restrict at least 10%, or 15 units, of the Project units to low-income households (80% AMI or less) and, in addition, at least 5%, or 8 units, of the Project units to median-income households (100% AMI or less) for at least 30 years from the Effective Date.

6.7.2 Developer shall make all other units in the Project affordable to moderate income households by charging initial rents of \$1,150 or \$1,250 per month, including electricity for at least 10 years from the Effective Date and restrict rent increases for these moderate income units to no more than 5% per year, provided that Developer shall have the right to increase the aforementioned initial rents once by a maximum of 5% at the time a certificate of occupancy is issued for the Project.

6.8 Public Utility Easements. Developer shall dedicate, at no cost to City, public utility and temporary construction easements when needed for construction of public improvements by the City.

6.9 Abandonment of Right of Way. Developer expects to request that the City abandon a small portion of right of way along F Street shown in Exhibit F. Developer understands that the decision whether to abandon this right of way requires separate noticed actions by the City and is ultimately within the City's sole discretion. Developer shall comply with the City abandonment application and process at Developer's sole expense.

6.10 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.

6.11 Developer agrees that Exhibit D is a conceptual description of the eventual development of the Property contemplated by the Developer. Nothing in this Agreement is intended or shall be interpreted as approval by the City of this concept, or as approval of development of the Property beyond that included within the definition of the Project.

7. Applicable Rules, Regulations, Fees, and Official Policies.

7.1 Reserved Powers Relating to Project Entitlements and Approvals. Except as provided in Section 6.2, the City retains certain powers, including but not limited to the following reserved powers, and retains the authority to take the following actions:

7.1.1 Grant or deny applications for land use entitlements and approvals for the Project and the Property, consistent with the Collective Standards;

7.1.2 Approve, disapprove or revise subdivision maps, parcel maps or lot line adjustments for the Project and the Property, consistent with the Collective Standards;

7.1.3 Apply, or adopt and apply, design and construction requirements for specific public improvements to serve the Project on the Property, except to the extent that such requirements are a part of the Land Use Regulations or expressly set forth in this Agreement;

7.1.4 Adopt and apply property transfer and/or excise taxes;

7.1.5 Adopt and apply utility charges;

7.1.6 Adopt and apply permit processing fees;

7.1.7 Adopt and apply regulations to protect the City and its citizens from immediate risks to health and safety;

7.1.8 Adopt or increase fees, charges, assessments or special taxes except to the extent prohibited by Section 6.4 of this Development Agreement;

7.1.9 Adopt and apply regulations relating to the temporary use of land, the control of traffic, the regulation of sewers, water, and similar subjects, and the abatement of public nuisances;

7.1.10 Adopt and apply City engineering design standards and construction specifications;

7.1.11 Adopt and apply building and fire construction standards;

7.1.12 Adopt or undertake enforcement of land use regulation ordinances, policies, or programs, resolutions in order to comply with state or federal laws, provided that in the event that such state or federal laws, plans or regulations prevent or preclude compliance with one or more provisions of this Agreement, such provision or provisions shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations;

7.1.13 Adopt land use regulations, ordinances, policies, programs or resolutions that are not in conflict with, or that are less restrictive to the Developer than, the terms and conditions for development of the Project on the Property established by this Agreement or otherwise applicable Land Use Regulations and which do not impose additional burdens on such development other than those which are merely procedural in nature;

7.1.14 Adopt land use regulations, ordinances, policies, programs, resolutions or fees that are in conflict with the Land Use Regulations, but which are either expressly made not applicable to the Property or are consented to in writing by the Developer either through amendment of this Agreement or by separate document.

7.1.15 Create a Community Facilities District ("CFD") for the maintenance and operation of public infrastructure where this Property is located. Developer agrees to consent to formation of a future CFD to serve the Washington District and to inclusion of the Property within the CFD.

The foregoing Reserved Powers may be exercised by the City acting through its elected or appointed officials or its employees, or directly by the electors through the initiative process.

7.2 Rules Regarding Design and Construction. Unless otherwise expressly provided in this Agreement, all Land Use Regulations and all other ordinances, resolutions, rules, regulations, and official policies governing design, improvement and construction standards, and specifications applicable to the Property and to public improvements to be constructed by the Developer shall be those in full force and effect at the time the applicable permit approval is granted.

7.3 Design and Building Standards. Developer shall comply with the design, development, and construction standards in effect at the time building permits for development of the Property are issued (e.g., City standard specifications, building and fire codes, regulations related to provision of water and sewer service, etc.).

7.4 Uniform Codes Applicable. Unless otherwise expressly provided in this Agreement, any project shall be constructed in accordance 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. Any project shall also be constructed in accordance 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 building, grading, encroachment or other construction permits for a project. If no permit is required for a given infrastructure improvement or other 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.

7.5 Payment of Fees.

7.5.1 Development Impact Fees. Development Impact Fees and amounts applicable for this project are attached in **Exhibit B**.

7.5.2 Other City Fees, Taxes, and Assessments and Processing Fees. Except as referenced elsewhere in this Agreement, Developer shall pay all other City Fees, taxes, and assessments and processing fees when due, and at current rates.

7.5.3 Fees By Other Public Agencies. Nothing in this Agreement is intended to govern the authority of other public agencies to impose fees.

8. Design Review.

8.1 Review Standards. No building permit for a project shall be issued until the City has reviewed and approved the design of the building(s) for the project. The building design shall be reviewed with reference to the Collective Standards and the description of the project from the Design Review and applicable discretionary approval processes.

9. Flood Control Improvements. Developer shall comply with any flood protection improvements determined by the appropriate State or federal governmental entity pursuant to State and/or federal law and regulations, provided however that Developer's obligations shall be triggered only in the event, and only to the extent that, flood protection improvements are required as a direct result of Developer's development of the Project. To the extent federal, State or local law or regulations require regional improvements or other improvements not related to Developer's development of the Project, Developer's responsibility for funding and/or implementing such improvements shall be limited to include participation in funding mechanisms generally applicable to the City or region, as appropriate, and to the extent based on the

Developer's fair share of costs calculated on its proportionate acreage relative to the acreage of the other benefited properties.

10. Relationship of Parties.

10.1 It is understood that the contractual relationship between the City and Developer is such that Developer is an independent contractor and not the agent of the City; and nothing herein shall be construed to the contrary.

10.2 City and Developer agree that nothing contained herein or in any document executed in connection herewith shall be construed as making Developer or City joint venturers or partners.

10.3 This Agreement is made and entered into for the sole protection and benefit of the Parties and their successors and assigns. No other person shall have any right of action based upon any provision in this Agreement.

11. Binding Effect of Agreement; Assignment of Rights and Obligations.

11.1 Binding Effect of Agreement/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, lessees, and all other persons acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever. 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 owned 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 properties 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.

11.2 Assignment. Developer may not transfer all or any portion of the Property, pledge all or any portion of the Property as security for any debt, or assign any of the rights or obligations set forth in this Agreement, without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed. For any pledging of all or any portion of the Property as security for any debt, the City agrees to provide, or if justified, withhold, consent no later than ten (10) business days after Developer's request. The previous sentence shall not be subject to the notice and cure period under Section 14.3. Prior to consummation of any transfer or assignment or any interest in the Property, the transferee/assignee shall agree in writing to be bound by and to comply with all the terms of this Agreement by executing an assignment agreement substantially in the form set forth in Exhibit G. For the avoidance of doubt, Developer's partners, officers, and other beneficial owners may make transfers of their respective beneficial interests in Developer, the Project, or the Property without the City's consent, provided that Developer remains fee owner of the Property.

12. Developer's Mortgage of the Property.

12.1 Mortgagee Protection. This Agreement shall be superior and senior to any lien placed upon the Property or any portion thereof after the date of recording this Agreement, including the lien of

any deed of trust or mortgage ("Mortgage"). Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement shall be binding upon and effective against and shall run to the benefit of any person or entity, including any deed of trust beneficiary or mortgagee ("Mortgagee"), who acquires title or possession to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise.

12.2 Mortgagee Not Obligated. Notwithstanding the provisions of Section 12.1, above, no Mortgagee shall have any obligation or duty under this Agreement to construct or complete the construction of improvements, or to guarantee such construction or completion; provided, however, that a Mortgagee shall not be entitled to devote the Property to any use, or to construct any improvements upon the Property, except in full compliance with this Agreement, including (without limitation) this Agreement. Any Mortgagee who comes into title or possession of the Property, or any portion thereof, who intends to use or develop the Property, shall only be entitled to the rights of this Agreement upon presentation to the City of an assumption agreement executed by the Mortgagee, clearly indicating Mortgagee's express agreement to assume all of Developer's obligations under this Agreement, in the form of assumption agreement attached hereto as Exhibit G.

12.3 Notice of Default to Mortgagee. If City receives a notice from a Mortgagee requesting a copy of any notice of default given Developer hereunder and specifying the address for service thereof, then City agrees to use reasonable efforts to deliver to such Mortgagee, concurrently with service thereon to Developer, any notice given to Developer with respect to any claim by City that Developer has committed an event of default, and if City makes a determination of noncompliance hereunder, City shall likewise use reasonable efforts to serve such notice of noncompliance on such Mortgagee concurrently with service thereon on Developer. Each Mortgagee shall have the right during the same period available to Developer to cure or remedy, or to commence to cure or remedy, the event of default claimed or the areas of noncompliance set forth in the City's notice. If a Mortgagee shall be required to obtain possession in order to cure any default, then vis-à-vis the Mortgagee, the time to cure shall be tolled so long as the Mortgagee is attempting to obtain possession, including by appointment of a receiver or foreclosure but in no event may this period exceed one hundred twenty (120) days from the City's notice. The time periods for notice and cure set forth in this section shall run concurrently with the time periods for notice and cure set forth in Sections 15.2 and 15.3 of this Agreement. Failure of Mortgagee to receive notice shall not prohibit the City from enforcing its rights under this Agreement.

13. Periodic Review of Compliance With Agreement.

13.1 City and Developer shall annually review this Agreement and all actions taken pursuant to the terms of this Agreement. Such annual review shall be undertaken in accordance with the provisions of this section and the City's procedures for reviewing development agreements.

13.2 Not less than thirty (30) days, nor more than sixty (60) days prior to the first anniversary date of this Agreement and on the next anniversary date thereafter, Developer shall submit to the City Manager a letter setting forth the details of Developer's good faith compliance with the terms and conditions of this Agreement. Such letter shall be accompanied by a certified rent roll indicating the term, rent paid by the tenants/occupants, and basis for any rent increases to enable the City Manager to undertake the annual review of Developer's good faith compliance with the terms of this Agreement and Developer's letter shall also state that it is submitted to the City pursuant to the requirements of Government Code section 65865.1. Developer's failure to submit the letter shall not be considered a default under this Agreement unless City has, in writing, requested submittal of the letter and Developer has failed to comply with such request within thirty (30) calendar days from the date of the notice.

13.3 The City Manager shall review Developer's submission to ascertain whether Developer has complied in good faith with the terms of this Agreement. Upon the request of the City Manager, Developer shall furnish such additional documents or information as may be reasonably required and available to Developer to enable the City Manager to make and complete the review hereunder. If the City Manager finds good faith compliance by Developer with the terms of this Agreement, he or she shall issue a Certificate of Compliance through the period of the applicable annual review. Such Certificate of Compliance shall be in reasonable form. Developer shall have the right to record the Certificate of Compliance in the Official Records of the County of Yolo.

13.4 If the City Manager, based on substantial evidence, finds that Developer has not complied in good faith with the terms of this Agreement, he or she shall specify in writing to Developer the respects in which Developer has failed to comply. The City Manager shall also specify a reasonable time for Developer to meet the terms of compliance, which time shall not be less than thirty (30) days and shall be reasonably related to the time necessary to adequately bring Developer's performance into good faith compliance with the terms of this Agreement. If the areas of noncompliance so specified are not corrected within the time specified by the City Manager, then the City may modify or terminate this Agreement in accordance with the procedures adopted by the City.

13.5 If Developer appeals a determination of noncompliance hereunder to the City Council, the City Council shall schedule a hearing thereon not later than thirty (30) days after Developer files its Notice of Appeal.

14. Default and Remedies.

14.1 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.")

14.2 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.

14.3 Cure. The Defaulting Party shall have thirty (30) days from the receipt of notice to cure the default. 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 twenty (120) days after receipt of the first notice of default.

14.4 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, except as provided in Section 15.6, may pursue all remedies available at law or in equity, including specific performance and injunctive relief.

14.5 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 Resolution Nos. 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 Resolution Nos. 88-111 and 96-62.

14.6 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.

15. Indemnification, Defense, and Hold Harmless.

15.1 Developer agrees to and shall hold the City, its council members, officers, agents, employees, and representatives harmless from liability for damage or claims of damage, for personal injury, including death and claims for property damage which may arise from the direct or indirect operations of Developer or those of its contractor(s), subcontractor(s), agent(s), employee(s), or the person(s) acting on its behalf. Developer agrees to and shall defend the City, its council members, officers, agents, employees, and representatives from actions for damages caused or alleged to have been caused by reason of Developer's activities in connection with the Project.

15.2 Developer's obligation under this section to hold harmless the City, its council members, officers, agents, employees, and representatives shall not extend to liability for damage or claims for damage arising out of the negligence or willful act of the City, its council members, officers, agents, employees or representatives or with respect to any liability arising to improvements after dedication to and acceptance by the City or another public entity. In addition, Developer's obligation shall not extend to any award of punitive damages against the City resulting from the conduct of the City, its council members, officers, agents, employees or representatives.

15.3 With respect to any action challenging the validity of this Agreement or the basis of the City's approval of this Agreement, Developer further agrees to defend, indemnify, and hold harmless, pay all damages, costs and fees, if any, incurred to either the City or plaintiff(s) filing such an action should a court award plaintiff(s) damages, costs and fees, and to provide a defense for the City in any such action. Subject to the notice and cure periods in Section 14.3, any refusal by Developer to defend the City in such an action shall serve to immediately terminate this Agreement, except for the obligations set forth in this Section 15.

16. Insurance. At all times that Developer is constructing any improvements that will become public improvements pursuant to this Agreement, Developer agrees that Developer will maintain

in effect comprehensive general liability insurance with a coverage limit no less than \$1,000,000 per occurrence for bodily injury, personal injury, or property damage.

16.1 Notice. Each insurance policy shall include the City as an additional insured and it shall be endorsed to state that: (i) coverage shall not be suspended, voided, or cancelled by either party, or reduced in coverage or in limits except after thirty (30) calendar days' written notice by certified mail, return receipt requested, has been given to the County; and (ii) for any covered claims, Developer's insurance coverage shall be the primary insurance as respects City and any insurance or self-insurance maintained by the City shall be in excess of Developer's insurance and shall not contribute with it.

16.2 Provider. The insurance required to be provided herein, shall be procured by an insurance company with a current A.M. Best's rating of no less than A:VII and approved by City, which approval shall not be unreasonably withheld.

16.3 Insurance Term. The insurance required to be provided herein shall be in effect for the entire term of construction on improvements that will become public improvements pursuant to this Agreement. Valid proof of coverage in a form and format acceptable to the City shall be provided to the City, including a copy of the verification of coverage with original endorsements, before construction begins on any improvements that will become public improvements pursuant to this Agreement. Proof of ongoing coverage shall be provided no less than thirty (30) days prior to the expirations of any existing coverage and at any time requested by the City.

17. Notices. All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by certified mail, return receipt requested, postage prepaid, to the principal offices of the City and Developer and the City's representative and the Developer's successors and assigns. Notice shall be effective on the date it is delivered in person, or the date when the postal authorities indicate the mailing was delivered to the address of the receiving Party indicated below:

Notice to City: City of West Sacramento
City Manager
1110 West Capitol Avenue
West Sacramento, CA 95691

With a copy to: Jeffrey A. Mitchell, City Attorney
Kronick, Moskovitz, Tiedemann & Girard
400 Capitol Mall, 27th Floor
Sacramento, CA 95814

Notice to Developer: The Kind Project Investors, LP
Attn: Julie Young
1813 Capitol Avenue
Loft 350
Sacramento, CA 95811

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.

18. 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.

19. 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.

20. Attorneys' Fees and Costs in Legal Actions By Third Parties to the Agreement. If any person or entity not a Party to this Agreement initiates an action at law or in equity to challenge the validity of any provision of this Agreement, the Parties shall cooperate and appear in defending such action. Developer shall bear its own costs of defense as a real party in interest in any such action, and Developer shall reimburse City for all reasonable court costs and attorneys' fees expended by City in defense of any such action or other proceeding, provided that City reasonably cooperates with Developer in the defense of such action, except as limited by Section 15.2 and 15.3.

21. Liability of City Officials. No City official or employee shall be personally liable under this Agreement.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. Inconsistency. In the event of any conflict or inconsistency between the provisions of this Agreement or Exhibits, this Agreement shall prevail.
29. Compliance with Laws. In connection with its performance under this Agreement, Developer shall comply with all applicable present and prospective laws.
30. 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.
31. Time of the Essence. Time is of the essence of this Agreement.
32. Estoppel Certificate. Either Party may at any time request the other Party to certify in writing that: (i) this Agreement is in full force and effect; (ii) this Agreement has not been amended except as identified by the other Party; and (iii) 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 fifteen (15) days of the request. The City Manager shall have authority to execute such certificates on behalf of the City.
33. Memorandum of Agreement. Contemporaneously herewith, City and Developer shall execute a notarized Memorandum of this Agreement in the form attached hereto as Exhibit H, which Memorandum shall be recorded with the Yolo County recorder against the Property.
34. Headings: All paragraph headings are for reference only and should not be considered in construing this Agreement.

[Signatures on following page]

IN WITNESS WHEREOF, this Agreement has been executed by the Parties on the day and year first above written.

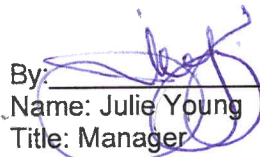
**THE CITY OF WEST SACRAMENTO,
A Municipal Corporation**

**THE KIND PROJECT INVESTORS, LP
a California limited partnership**

By: The Kind Project, LLC, a
California limited liability company, its
general partner

MARTHA GUERRERO
Mayor

ATTEST:

By: 

Name: Julie Young
Title: Manager

YASHIN ABBAS
City Clerk

APPROVED AS TO FORM:

KRONICK, MOSKOVITZ,
TIEDEMANN & GIRARD,
a Professional Corporation

By: _____
JEFFREY A. MITCHELL
City Attorney

EXHIBIT A

Legal Description of Property

The land referred to herein is situated in the State of California and is described as follows:

County: Yolo City: West Sacramento
APN: 010-464-004

Parcel No. 1:

The East 1/2 of Lot 15, The East 10 feet of Lot 14 and all of Lots 17, 18 19, 20, 21, 22, 23, 24, 25, 26 and 27, in Block 16, Washington according to the Official Plat thereof, filed for Record in the Office of the Recorder of Yolo County, California, on June 26, 1869, In Book I of Deeds, at Page 264.

Parcel No. 2:

The West 1/2 of Lot 15 and an of Lots 28, 29 and 30, Block 16, Washington, according to the Official plat thereof, filed for Record in the Office of the Recorder of Yolo County, California, on June 26, 1869, in Book I of Deeds, at Page 264.

EXHIBIT B

Schedule of Applicable City Fees

Applicable City Development Impact Fees Kind Project, 600 4th St./429 F Street 148 multi-family residential units	Fee Unit	Unit Cost	Published 2020 Fee Eff. 1/1/20	Development Agreement Applicable Fees
Impact Fee				
Water Connection Fee 3" meter	meter size	\$106,165	\$ 106,165	\$ 106,165
Sewer Connection Fee - Citywide	DU	\$4,852	\$ 718,096	\$ 229,791
Traffic Citywide <700 sf.	DU	\$1,619	\$ 249,326	\$ 124,663
Parks Impact Fee \$11,458	DU	\$11,458	\$ 1,695,784	\$ 847,892
Fire Facilities < 1,100 sf.	DU	\$1,035	\$ 153,180	\$ 49,018
Police Facilities < 1,100 sf.	DU	\$1,016	\$ 150,368	\$ 48,118
Corporation Yard <1,100 sf.	DU	\$775	\$ 114,700	\$ 36,704
City Hall <1,100 sf.	DU	\$566	\$ 83,768	\$ 26,806
Child Care <600-1,000 sf.	DU	\$84	\$ 12,432	\$ 12,432
Flood in Lieu <900 sf.	DU	\$1,307	\$ 193,436	\$ 193,436
Fire Water Connection	connection	\$9,950	\$19,900	\$ 19,900
Irrigation Water Connection	connection	\$9,950	\$ 9,950	\$ 9,950
Total City Development Impact Fees			\$ 3,507,105	\$ 1,704,874
Development Impact Fees/Unit			\$ 23,697	\$ 11,519
Payment of City permit/process fees at published rates on effective date				

EXHIBIT C

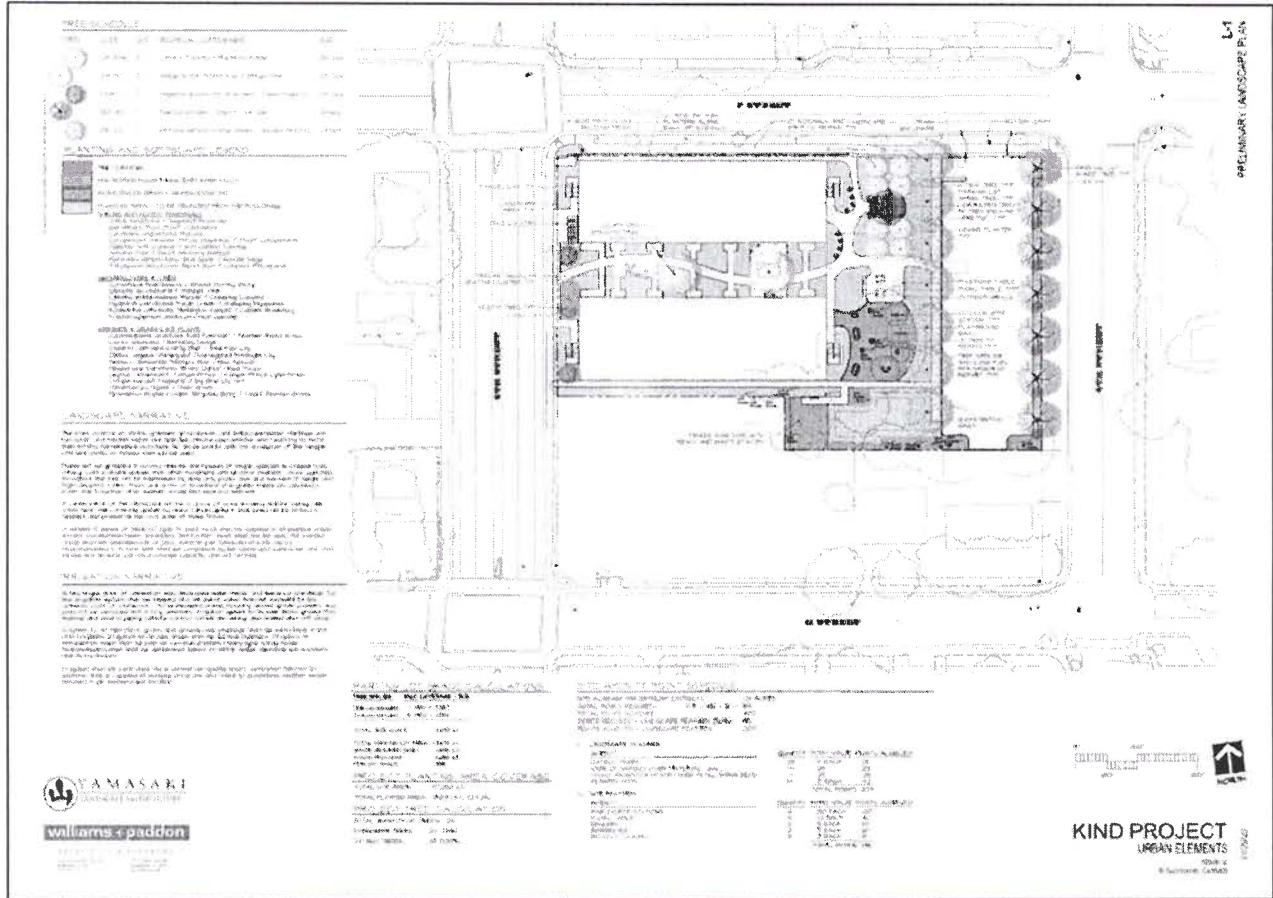
Conditions of Approval of Planned Development Permit, Design Review, Washington Specific Plan Minor Deviations, and Zoning Administrator Approval of Alternative Car Parking Standards and Bike Parking Standards

EXHIBIT D

Project Description and Preliminary Site Plan

The project is to develop about 1.31 acres of land within the Washington Specific Plan Area of the City of West Sacramento in two phases.

Phase 1 is to build 148 residential apartment units – 122 smaller studio apartments and 26 larger studio apartments. A preliminary site plan is shown below.



Pursuant to an Affordable Housing Agreement with the City in accordance with Chapter 15.40 of the City Municipal Code, the Project will restrict at least ten (10) percent of the units, 15 or more units, to qualifying low-income households (80% Area Median Income or less) and at least five (5) percent of the units, 8 or more units, to qualifying median-income households (100% AMI or less) for at least 30 years.

All other units will be restricted for at least 10 years to initial rents of \$1,150 or \$1,250 monthly for the smaller and larger units respectively, including electricity charges (subject to a one-time maximum 5% increase). The developer further agrees to limit rent increases to a maximum of 5% per year.

Phase 1 will incorporate at least the following features, among others:

Climate Action Plan Goals – All-electric buildings; project constructed from cross-laminated timber (CLT), a low-carbon building material and among the first such projects in the Sacramento region; on-site EV and bicycle charging and solar-ready roofs; east/west building orientation provides daylighting with windows facing north and south; outdoor balconies may be used during the day.

Transit-Oriented Development – Project density of about 110 units/acre, the highest density housing to be built in West Sacramento and within walking and cycling distance to existing major employment centers.

Inclusive Economic Development – Modern interior design and outdoor amenities offer high-quality urban rental homes at rents that are attainable to moderate-income workers and professionals.

Architectural Design – Concrete floors; floor-to-ceiling glass; connected outdoor balconies or immediate outdoor space at all levels.

On-Site Amenities – Sensory garden; vegetable garden; herb garden; bicycle repair station; outdoor recreation area; picnic tables and BBQ; recreation and meeting rooms; laundry facilities.

Phase 2 of the project, if it occurs, is to be determined.

EXHIBIT E

Off-Site Improvements Description

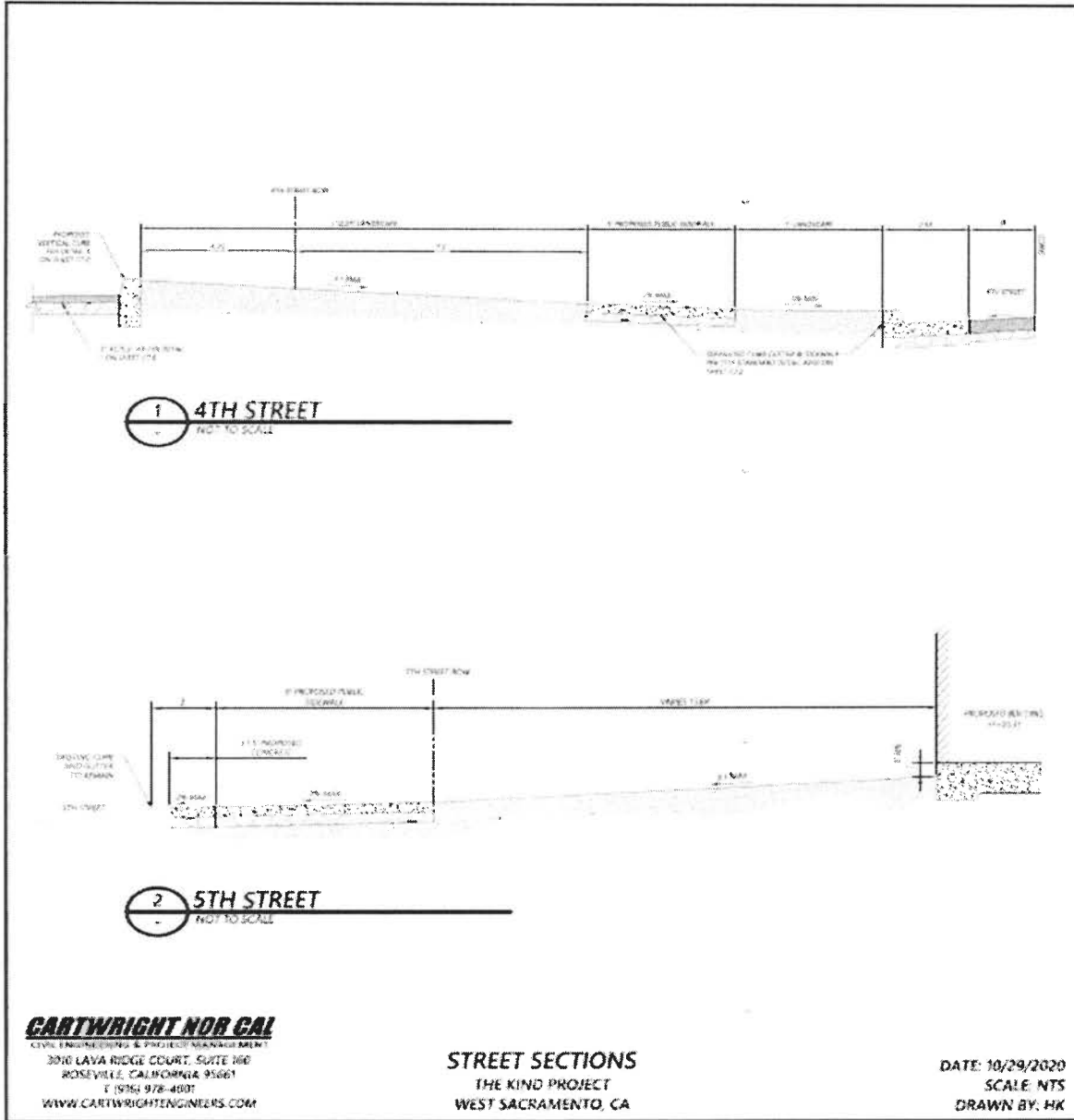


EXHIBIT F
F Street Abandonment

EXHIBIT "A"
LEGAL DESCRIPTION
2.00' RIGHT OF WAY VACATION

ALL THAT LAND IN THE CITY OF WEST SACRAMENTO, COUNTY OF YOLO, STATE OF CALIFORNIA, BEING THE NORTH 2.00 FEET OF LOTS 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, AND 30 OF BLOCK 16, TOWN OF WASHINGTON, FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF YOLO COUNTY, CALIFORNIA, ON JUNE 26, 1869, IN BOOK 1 OF DEEDS, AT PAGE 264.

CONTAINING 640 SQ. FEET, MORE OR LESS.

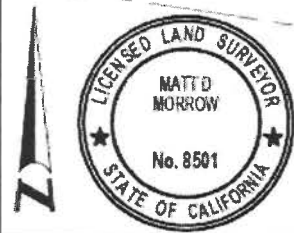
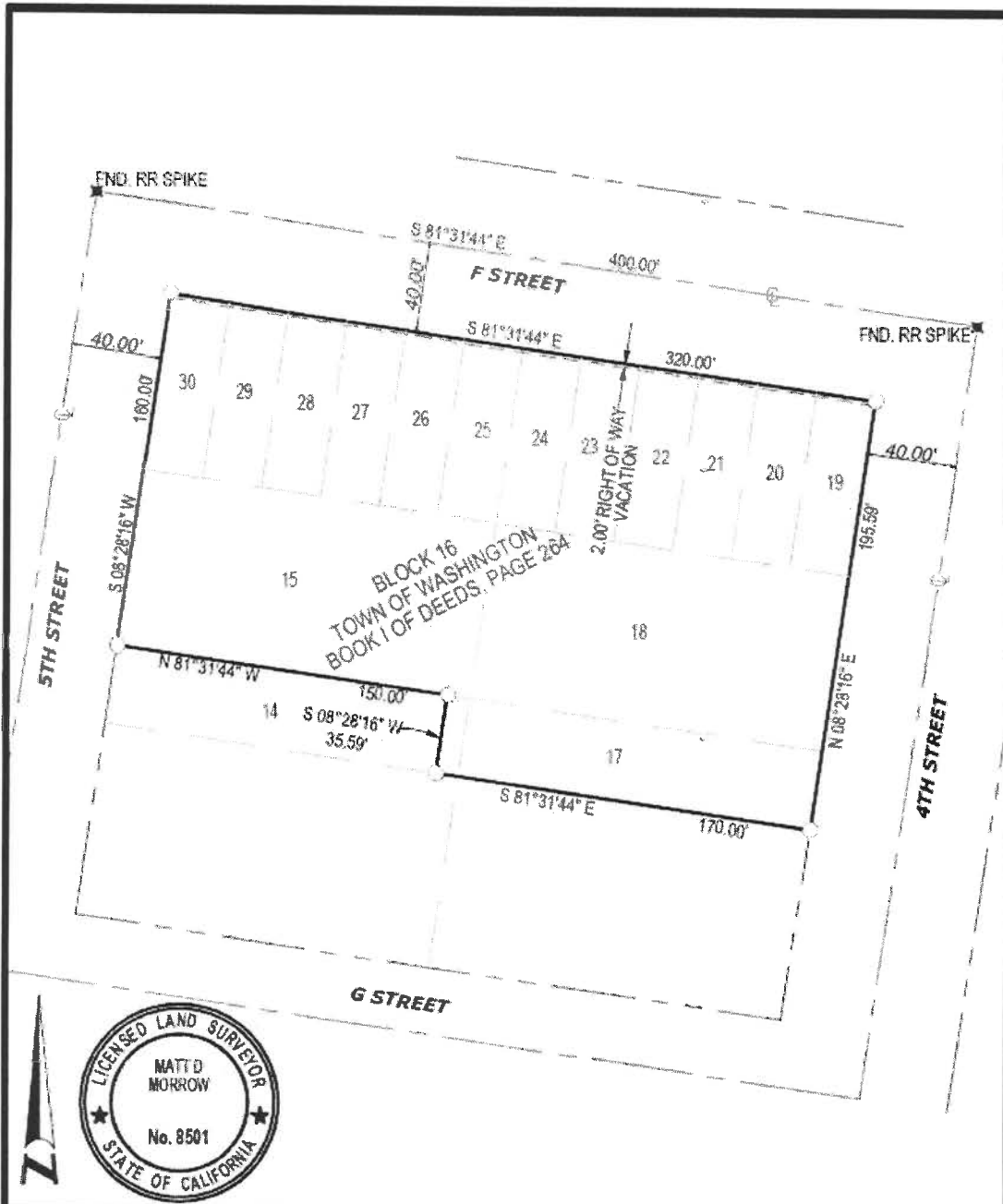
BASIS OF BEARINGS BEING THE CENTERLINE OF F STREET AS SHOWN ON RECORD OF SURVEY, FILED IN BOOK 2008 OF MAPS, AT PAGE 102-105 YOLO COUNTY RECORDS.



1255 Starboard Drive
West Sacramento, CA 95691
916-372-8124
916-372-8538 fax

EXHIBIT A
2.00' RIGHT OF WAY VACATION
620 4TH STREET
CITY OF WEST SACRAMENTO
CALIFORNIA

DATE:
09-24-20
SHEET
1 OF 2



Morrow
 Surveying
 LAND SURVEYORS

1255 Starboard Drive
 West Sacramento, CA 95691
 916-372-8124
 916-372-8538 fax

EXHIBIT B
 2.00' RIGHT OF WAY VACATION
 620 4TH STREET
 CITY OF WEST SACRAMENTO
 CALIFORNIA

SCALE:	1" = 60'
DATE:	09-24-20
SHEET:	2 OF 2

EXHIBIT G

Form of Assignment and Assumption

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

ASSIGNMENT AND ASSUMPTION AGREEMENT
(Kind Project Development Agreement)

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is entered into this _____ day of _____, 20__ by and between _____ (the "Landowner"), and _____ (the "Assignee").

RECITALS

A. The City of West Sacramento and Landowner entered into that certain Development Agreement evidenced in the Official Records of Yolo County, California by that Memorandum of Development Agreement recorded, on _____, 2020, as Instrument No. _____ (the "Development Agreement"). Pursuant to the Development Agreement, Landowner 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. Landowner has transferred [a portion of] the Subject Property, commonly referred to as APN: _____, and more particularly identified and described in Exhibit A, attached hereto and incorporated herein by this reference (the "Assigned Parcel") to Assignee.

C. Landowner desires to assign and Assignee desires to assume all of Landowner's rights, title, interest, burdens and obligations under the Development Agreement solely with respect to and as related to the Assigned Parcel.

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, Landowner and Assignee hereby agree as follows:

1. Landowner hereby assigns, effective as of the conveyance of the Assigned Parcel to Assignee, all of the rights, title, interest, burdens and obligations of Landowner under the Development Agreement solely with respect to the Assigned Parcel. Landowner retains all the rights, title, interest, burdens and obligations under the Development Agreement with respect to all other property within the Subject Property owned by Landowner.

2. Assignee hereby assumes all of the rights, title, interest, burdens and obligations of Landowner under the Development Agreement solely with respect to the Assigned Parcel, and agrees to observe and fully perform all of the duties and obligations of Landowner under the Development Agreement solely with respect to the Assigned Parcel. The parties intend hereby that, upon the execution of this Agreement and conveyance of the Assigned Parcel to Assignee,

Assignee shall become the "Successor" (as defined in the Development Agreement) to Landowner 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 ____ of the Development Agreement for Assignee, as the Successor solely with respect to the Assigned Parcel shall be:

5. As provided in Section ____ of the Development Agreement, (a) neither Landowner or Assignee, as the Successor solely with respect to the Assigned Parcel, shall have joint and several liability for the obligations or liabilities of the other under the Development Agreement; and (b) no breach or default by such party of its respective obligations under the Development Agreement shall be deemed, interpreted or construed to be a breach of default by the other party.

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.

"LANDOWNER"

"ASSIGNEE"

By: _____
Name: _____

By: _____
Name: _____

Its: _____

Dated: _____, 20__

Dated: _____, 20__

Exhibits – Legal Description of Assigned Parcel

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 _____

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 she/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 _____

(Seal)

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 _____

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 she/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 _____

(Seal)

Exhibit A

Legal Description

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:

EXHIBIT H

Memorandum of 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
THE KIND PROJECT**

THIS MEMORANDUM OF DEVELOPMENT AGREEMENT is made this ____ day of _____ 2019, by and between the CITY OF WEST SACRAMENTO, a municipal corporation organized and existing under the laws of the State of California ("City"), and THE KIND PROJECT INVESTORS, LP, a California limited partnership ("Developer").

1. City and Developer are parties to that certain "The Kind Project Development Agreement" dated _____ ("Development Agreement"), the terms and conditions of which are hereby incorporated by this reference as if set forth in full herein. The Development Agreement controls the development of that certain real property, including improvements thereto, situated in the County of Yolo, State of California, and described as follows ("Property"):

[See Exhibit A]

2. The parties acknowledge and agree that this Memorandum is not intended to and shall not be binding upon purchasers of completed residential units approved for occupancy by the City, and upon the transfer of each completed residential unit for occupancy to a homebuyer, this Memorandum shall automatically terminate and be of no further force or effect with respect to the portion of the Property upon which such residential unit has been constructed.

Dated: _____

Dated: _____

THE CITY OF WEST SACRAMENTO

THE KIND PROJECT INVESTORS, LP
a California limited partnership

By: _____
Its: Mayor

By: The Kind Project, LLC, a California
limited liability company, its general
partner

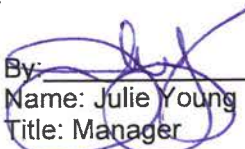
By: 
Name: Julie Young
Title: Manager

EXHIBIT A

The land referred to herein is situated in the State of California and is described as follows:

County: Yolo City: West Sacramento
APN: 010-464-004

Parcel No. 1:

The East 1/2 of Lot 15, The East 10 feet of Lot 14 and all of Lots 17, 18 19, 20, 21, 22, 23, 24, 25, 26 and 27, in Block 16, Washington according to the Official Plat thereof, filed for Record in the Office of the Recorder of Yolo County, California, on June 26, 1869, In Book I of Deeds, at Page 264.

Parcel No. 2:

The West 1/2 of Lot 15 and an of Lots 28, 29 and 30, Block 16, Washington, according to the Official plat thereof, filed for Record in the Office of the Recorder of Yolo County, California, on June 26, 1869, in Book I of Deeds, at Page 264.

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 Jan. 8, 2021, before me, Ruth Alexander, a Notary Public, personally appeared Julie Young, 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] (Seal)
Signature



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 _____)

On _____, before me, _____, a 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.

Signature _____ (Seal)

EXHIBIT I

Developer Reimbursement Agreement

This Developer Reimbursement Agreement is made this ___ day of _____, 2020 ("Agreement") by and between the CITY OF WEST SACRAMENTO, a municipal corporation organized and existing under the laws of the State of California ("City") and KIND PROJECT INVESTORS, LP, a California limited partnership ("Developer"), (collectively, "Parties").

RECITALS

A. The City and Developer have entered into a Development Agreement dated _____, 2020 ("Development Agreement") in connection with Developer's planned development of that certain real property consisting of approximately ± 1.31 acres in the City of West Sacramento, County of Yolo, as more particularly described in the Development Agreement (the "Project"). Except as otherwise specifically defined herein, all capitalized terms contained in this Agreement shall have the same meaning as set forth in the Development Agreement.

B. Under the terms of the Development Agreement sections 6.4 and 6.6, City required Developer to design, construct, finance, and install certain off-site improvements necessary to serve the Project ("Public Improvements").

C. This Agreement memorializes the terms and conditions regarding Developer's eligibility for reimbursement of the costs for the Public Improvements ("Reimbursable Amount").

D. The terms and structure of this Agreement reflect the fact that this Agreement is made in the context of the Parties' respective rights and obligations under the terms of the Development Agreement.

AGREEMENT

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

Incorporation of Recitals. The Recitals set forth above are true and correct and are hereby incorporated in full.

Reimbursable Amount. Upon completion of the Public Improvements in accordance with designs approved by the City and City acceptance of the Public Improvements as identified in Exhibit E to the Development Agreement ("Approved Plans"), and subject to compliance with the terms of this Agreement, Developer shall be eligible to receive the Reimbursable Amount. Developer will provide three competitive bids using prevailing wage criteria by subcontractors qualified to construct the Public Improvements. An estimate of the Reimbursable Amount based on the competitive bids shall be submitted by Developer and approved by the City prior to construction of the Public Improvements in an amount not to exceed \$400,000. The Reimbursable Amount may be modified from time to time by mutual written consent of both Parties in accordance with the Section 4.7 of this Agreement and the City Manager, or his or her designee, is authorized to approve such modification. The City acknowledges that the estimated Reimbursable Amount is subject to change and the City shall not unreasonably withhold its consent to any modification to the Reimbursable Amount, provided that Developer provides reasonable supporting

documentation for such modification. The City shall not unreasonably withhold its acceptance of the Public Improvements provided that Developer completed the Public Improvements in substantial accordance with the Approved Plans.

Method of Reimbursement. The Developer shall be eligible to receive reimbursement for the Reimbursable Amount from City Economic Development and Housing Riverfront Development Tools budget allocation funds ("Riverfront Funds"). In all cases, reimbursement shall come only from Riverfront Funds, or a component thereof.

Timing of Reimbursement. The date in which the City accepts the Public Improvements in accordance with this Agreement is the "Date of Eligibility." Parties agree that the Date of Eligibility determines the earliest point at which Developer may be eligible to receive a reimbursement payment, but does not guarantee reimbursement to the extent Developer fails to comply with any express conditions precedent to reimbursement under this Agreement.

Procedure for Reimbursement. Following the Date of Eligibility, Developer shall submit an invoice to the City accounting all costs related to the Public Improvements. City shall remit payment to Developer within ninety (90) days of receipt.

Transferability. Developer shall be permitted to assign, in whole or in part, its rights to receive any uncollected Reimbursable Amounts under this Agreement.

General.

Successors and Assigns. Each and every provision of this Agreement shall be binding and inure to the benefit of the successors-in-interest of the Parties hereto.

Location of Parties. It shall be Developer's responsibility to keep the City apprised of Developer's address during the term of this Agreement.

Term. This Agreement shall be effective until the termination of the Development Agreement, unless terminated prior by mutual agreement of Parties. After such expiration, all of the rights and entitlements of Developer shall be null and void and Developer shall have no further right to reimbursement.

Integration. Subject to the terms of the Development Agreement, this is an integrated Agreement containing all of the consideration, understandings, promises and covenants exchanged between Parties.

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

Choice of Law and Venue. This Agreement shall be interpreted under and governed by the laws of the State of California, except for those provisions preempted by federal law. However, the laws of the State of California shall not be applied to the extent that they would require or allow the court to use the laws of another state or jurisdiction. All Parties to this Agreement agree that all actions or proceedings arising in connection with this Agreement shall

be tried and litigated only in the County of Yolo or the United States District Court for the Eastern District of California.

Amendment. This Agreement cannot be altered, amended or modified in any way without the express written consent of each party hereto or their authorized successor-in-interest.

Time is of Essence. Time is of the essence for this Agreement.

Notice. Notices under this Agreement shall be deemed given when delivered by First Class Mail, Postage Prepaid, as follows:

City:

Administrative Services Director
City of West Sacramento
1110 West Capitol Avenue
West Sacramento, CA 95691

Developer:

Kind Project Investors, LP
Attn: Julie Young
1813 Capitol Avenue, Loft 350
Sacramento, CA 95811

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by the City, and the Developer as follows:

Date: _____

Date: _____

City of West Sacramento, a municipal corporation

Kind Project Investors, LP, a
California limited partnership

By: _____
Name: _____
Title: _____

By: The Kind Project, LLC, a
California limited liability company,
its general partner

By: _____
Name: Julie Young
Its: Manager

Attest:

City Clerk Date

Approved As To Form:

City Attorney

Date

**Roadmap to Development Agreement
The Kind Project Investors, LP
November 19, 2020**

Topic	Section Reference	Staff Additional Comments
Term of DA	4.2	The term is ten years from the Effective Date (30 days after its adoption by the City Council) with one five-year extension option.
City Impact Fees	6.3, Exhibit B	The Development Agreement vests the Project in reduced City development impact /connection fees as shown on Exhibit B.
Surface Parking Lot	6.4	The Developer will provide a revised plan for enhanced screening of the parking lot for approval by the Planning Commission within 90 days of the Effective Date.
Single Drive Aisle	6.5	Project will have a single drive aisle with placement of the trash enclosure near that drive aisle, subject to subsequent approval by the City.
Public Infrastructure Improvements	6.6	Developer will complete required off-site improvements along the Project's 4 th and 5 th St. frontage and be reimbursed by the City for improvements in the public right of way through a Developer Reimbursement Agreement.
Conditions of Approval	Exhibit B	Conditions of Approval include PD 43 permit, Washington Specific Plan Minor Deviations for setbacks and parking, Design Review and Zoning Administrator Approval of Alternative Car Parking and Bike Parking Standards.
Housing Obligations	6.7.1	Development will comply with the Inclusionary Housing Ordinance by restricting rents for 15% of to low and median households for 30 years 10% of Units for Low-Income Households (80% AMI) and 5% of units Affordable to Median-Income Households (100% AMI)
Affordable by Design	6.7.2	The Developer voluntarily offers all remaining units at rents that are affordable to median income households (< 80% of area median income), including electricity, for 10 years. Rent increases are limited to 5% or less per year. Refer to Area Median Income and Rent table below.
F St. Abandonment	6.9	Developer has applied for an abandonment of 2 feet of the F Street right of way.

**Affordable Housing 2020 Income Limits and Contract Rents
Yolo County Area Median Income (AMI)
and Maximum Contract Rents**

State Income Limits for Yolo County - 2020

1-Person HH	
Low Income (80% AMI)	\$ 51,800
Mod Income (100% AMI)	\$ 64,750

Maximum Contract Rent Calculation (Studio Units)

	Low Income	Mod Income
Gross Rent	\$ 1,295.00	\$ 1,618.75
Estimated UA	\$ 54.00	\$ 54.00
Contract Rent	\$ 1,241.00	\$ 1,564.75

ATTACHMENT 7

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 B-01

Woodland, CA 95695

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

(Address)

Project Title: The Kind Project (Multi-Family Development)

Project Applicant: The Kind Project Investors, LP

Project Location - Specific:

429 F Street / 600 4th Street

Project Location - City: West Sacramento

Project Location - County: Yolo

Description of Nature, Purpose and Beneficiaries of Project:

The Kind Project is a 148-unit residential development project located and designed as affordable, transit-oriented development within the urban area of the City and within close proximity to multiple transit options. All units will be rent restricted for at least 10 years. At least 15% of the units will be restricted for 30 years to low and median-income households; the remainder will be restricted to low rates specified in the Development Agreement.

Name of Public Agency Approving Project: City of West Sacramento

Name of Person or Agency Carrying Out Project: Kathy Allen, Senior Planner

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 32, Section 15332

Statutory Exemptions. State code number: _____

Reasons why project is exempt:

The Kind Project is a residential project on a 1.3 acre lot within an urban area of the City substantially surrounded by urban uses. The Project is in conformity with the City's General Plan and Zoning Code. The Project is not in a sensitive habitat area and will not cause significant environmental impacts.

Lead Agency

Contact Person: Kathy Allen

Area Code/Telephone/Extension: 916-617-4645

If filed by applicant:

1. Attach certified document of exemption finding.

2. Has a Notice of Exemption been filed by the public agency approving the project? • Yes No

Signature: _____ Date: _____

Title: _____

• Signed by Lead Agency Signed by Applicant

RESOLUTION 20-13PC

**A RESOLUTION OF THE PLANNING COMMISSION
OF THE CITY OF WEST SACRAMENTO
RECOMMENDING ADOPTION BY THE CITY COUNCIL OF A DEVELOPMENT
AGREEMENT WITH THE KIND PROJECT INVESTORS, LP PERTAINING TO
DEVELOPMENT OF THE KIND PROJECT RESIDENTIAL PROJECT**

WHEREAS, on November 5, 2020, the West Sacramento Planning Commission conducted a public hearing on 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 California Environmental Quality Act (CEQA) review pursuant to §15332, of the CEQA Guidelines, as the project would be located on a parcel characterized as in-fill development that is consistent with the General Plan and occurs within the city limits on a project site of no more than five acres and which contains no valuable habitat.

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 21-01 as recommended by the Planning Commission.

PASSED AND ADOPTED by the Planning Commission of the City of West Sacramento this 5th of November 2020, by the following vote:

AYES: Austin, Berliner, Leonard, Sturmfels, Sablan, Liebig

NOES: None

ABSTAIN: None

ABSENT: Castillo

DocuSigned by:

Russ Liebig

10A68A27DC504FE

Russ Liebig, Planning Commission
Chairperson

ATTEST:

DocuSigned by:

David Tilley

9037C00028C04D1...

David W. Tilley, Secretary

MEETING DATE: January 20, 2021

ITEM #18

SUBJECT:

CONSIDERATION OF RESOLUTION 21-13 APPROVING A BUDGET APPROPRIATION TO FUND THE INCREASE IN COST FOR THE MICROSOFT ENTERPRISE AGREEMENT FOR FISCAL YEARS 2020/2021

INITIATED OR REQUESTED BY:

Council Staff
 Other

REPORT COORDINATED OR PREPARED BY:

Robert Miller, Information Technology Manager
Administrative Services

ATTACHMENT Yes No Information Direction Action

OBJECTIVE

The purpose of this report is to provide the City Council with sufficient information to consider approving a budget appropriation to cover an increase in our Microsoft Enterprise Agreement due to new product licenses.

RECOMMENDED ACTION

Staff respectfully recommends that the City Council adopt Resolution 20-10 approving budget appropriation to fund the increase in cost for the Microsoft Enterprise Agreement renewal for fiscal year 2020/21.

BACKGROUND

On January 15, 2020, the City Council authorized the City Manager to execute the City's Microsoft Enterprise Agreement renewal with Softchoice, Inc. and adopt Resolution 20-10 approving a budget appropriation to fund the increase in cost for the new Microsoft Enterprise Agreement. Due to impact of COVID-19, in March 2020, the City added the Microsoft Teams Audio Conferencing license to our existing Microsoft Enterprise Agreement. Our Microsoft Enterprise Agreement allows new products to be purchased at anytime during the lifetime of the agreement with the additional product becoming part of the renewal process annually.

ANALYSIS

Due to COVID-19 and an increasing remote workforce, the City performed an emergency purchase of Microsoft Teams Audio Conferencing licenses. While the COVID-19 pandemic will eventually end, it has changed the way organizations perform business. One of these key changes is virtual meetings, conferences, seminars, etc. Microsoft Teams has allowed us to take part in this change and it is used by City Staff daily to keep the City operational. It is recommended we continue to incorporate this into our existing Microsoft Enterprise Agreement.

Environmental Considerations

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

Commission Recommendation

Not applicable

Strategic Plan Integration

Not applicable

Alternatives

The City is currently under an existing Microsoft Enterprise Agreement and there are no other options for purchase minus canceling said licenses. This is not recommended as it would have a detrimental impact on staff's ability to perform their daily functions.

Coordination and Review

Not applicable

Budget/Cost Impact

The initial purchase of the Microsoft Teams Audio Conferencing licenses was pro-rated at \$15,954.12 to align with our annual renewal date and was covered using CARES Act funding. The price for our Microsoft Enterprise Agreement renewal has increased by \$21,272.16 due to the additional licenses.

The attached resolution requests additional appropriations of \$20,468 for fiscal year 2020/2021 of the adopted budget. The costs are paid from Fund 104, General Support Services Fund, and are allocated to City funds based on adopted cost allocation methodology.

ATTACHMENTS

Resolution 21-13

RESOLUTION 21-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST SACRAMENTO APPROVING BUDGET APPROPRIATION TO FUND THE INCREASE IN COST FOR THE MICROSOFT ENTERPRISE AGREEMENT RENEWAL FOR FISCAL YEAR 2020/21

WHEREAS, the City’s core software infrastructure is based on Microsoft desktop, server, collaboration, and development products; and

WHEREAS, The City purchased Microsoft Teams Audio Conferencing licenses due to the impact of COVID-19 and remote workforce needs; and

WHEREAS, the City’s additional purchase of Microsoft Teams Audio Conference expired on 12/31/2020 and is now part of the City’s annual Microsoft Enterprise Agreement; and.

WHEREAS, the new annual cost of the Microsoft EA renewal is quoted at \$224,076 per year for the remaining two years of the contract; and

WHEREAS, the adopted budget for the Microsoft EA in each year of the two-year budget is 203,608, requiring additional appropriations of \$20,468 in each year; and

WHEREAS, the City’s General Support Services Fund (Fund 104) tracks expenses that are allocated to various City cost centers based on approved cost allocation methodology. The additional cost of \$20,468 will be allocated to cost centers based on the approved cost allocation methodology; and

WHEREAS, the City Council has considered all information related to this matter, as presented at the public meetings of the City Council identified herein, including any supporting reports by City staff, and any other information provided during public meetings.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of West Sacramento as follows:

1. The City Council hereby approves amendments to the O&M Budget for fiscal year 2020/21 as noted below:

\$20,468 104-9034-5250 I.T. Maintenance - Software (Fiscal Year 2020/21)

2. The City Council hereby finds that the facts set forth in the recitals to this Resolution are true and correct and establish the factual basis for the City Council's adoption of this Resolution.

3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 20th day of January 2021, by the following vote:

AYES:
NOES:
ABSENT:

Martha Guerrero, Mayor

ATTEST:

Yashin Abbas, City Clerk

MEETING DATE: January 20, 2021

ITEM #19

SUBJECT:

**CONSIDERATION OF THE BEES LAKES HABITAT RESTORATION PLAN
AND PROJECT DESIGN AND CERTIFYING THE INITIAL STUDY/NEGATIVE MITIGATED
DECLARATION FOR THE PROJECT**

INITIATED OR REQUESTED BY:

Council Staff
 Other

REPORT COORDINATED OR PREPARED BY:

Paul Dirksen, Jr., Flood Protection Planner
City Manager's Office

ATTACHMENT Yes No Information Direction Action

OBJECTIVE

The objective of this report is to obtain Project approval from the City Council for the Bees Lakes Habitat Restoration Plan and Project Design and for the City Council to adopt Resolution No. 21-20 certifying the environmental documents for the Project in compliance with CEQA.

RECOMMENDED ACTION

Staff respectfully recommends that the City Council:

1. Adopt Resolution 21-20 certifying the Bees Lakes Habitat Restoration Plan and Project Design Initial Study/Mitigated Negative Declaration (IS/MND) and Mitigation Monitoring and Reporting Plan and finding the MND reflects the independent judgement of the City under CEQA; and
2. Approve the Bees Lakes Habitat Restoration Plan and Project Design as described in the environmental documents.

BACKGROUND

In November 2017, the City applied to the Sacramento–San Joaquin Delta Conservancy for a Delta Conservancy Ecosystem Restoration and Water Quality grant. On March 28, 2018, the Delta Conservancy Board approved \$592,500 in funding for the City to complete the Bees Lakes Habitat Restoration Plan, a joint project between the City and the West Sacramento Area Flood Control Agency (WSAFCA) who owns the land. In December of the same year, the City Council approved a contract with HDR Engineering, Inc. to administer the grant, manage the consultant team and complete the Bees Lakes Habitat Restoration Plan and related environmental analysis. The scope of work for the Delta Conservancy Grant includes:

- Defining environmental baseline conditions;
- Establishing and managing a Stakeholder Advisory Group;
- Developing conceptual restoration alternatives;
- Analyzing and evaluating a range of alternatives;
- Defining a Preferred Alternative;
- Preparing 65% Design documents; and
- Conducting a CEQA analysis.

The scope of work elements builds upon one-another and began with evaluating and understanding the current conditions of the Bees Lakes property. Between March and October 2019, the consultant team developed the Bees Lakes Environmental Baseline Report. The Baseline Report describes the setting and natural elements of the Bees Lakes property. It includes chapters on geology, hydrology, water quality, biology, and transportation, among others.

Two design charettes were conducted in spring 2019 to develop conceptual restoration design alternatives and a small diverse stakeholder group was convened to provide feedback on the conceptual designs and propose design alternatives. Conceptual designs were presented to the Parks, Recreation and Intergenerational Services Commission in August 2019 and included a range of alternatives from enhancing the connection between Bees Lakes and the Sacramento River for fisheries benefits to less invasive improvements that focus on improving water quality and improving public access. Based on feedback received from the stakeholder group and the Commission, the project team developed three project alternatives that ranged in scope from improving access and building recreational elements on-site to reconnecting the Sacramento River to the Bees Lakes property to expanding the floodplain habitat benefits. The project alternatives were evaluated based on habitat and water

quality benefits, recreational benefits, constructability and long-term operations and maintenance. The three project alternatives, including the preferred alternative, and the evaluation matrix were presented to the stakeholder group in January 2020 and the Parks, Recreation and Intergenerational Services Commission on February 4, 2020 for feedback. The low-cost, least invasive alternative was recommended as the preferred alternative and as a beginning point that could be expanded or further enhanced over time.

Based on feedback received, staff and the Consultant Team refined the preferred alternative to initiate design and the project description for the California Environmental Quality Act (CEQA). On August 19, 2020, staff presented a workshop on the Bees Lakes Habitat Restoration Plan and Design documents to the City Council and solicited feedback.

ANALYSIS

The proposed Bees Lakes Habitat Restoration Plan and Project Design includes implementing ecosystem, water quality and recreational improvement at Bees Lakes. Site restoration activities include focused removal and control of invasive species to enhance the growth and sustainability of native trees and understory growth. Water quality improvements consider removal of potentially contaminated soils from the water features, potentially treating the pond water and removal of trash and debris that has been left at the site over many years. The proposed project also contemplates installing artificial floating islands and aeration diffusion devices to uptake impacted waters and increase water circulation, respectively, as low-impact approaches to improve water quality. The Bees Lakes Habitat Restoration Plan Project Design includes several public access and recreational improvements to improve accessibility, activate the site to reduce undesirable uses, such as illegal dumping, and facilitate maintenance activities and site management. The proposed project includes defined and marked pedestrian trails, elevated board walks to transverse the Project site, and a shared equestrian trail. Design components include ADA accessibility to the paths, parking areas, viewing platforms and benches and portable restrooms. The estimated cost to implement the Project is summarized below.

Bees Lakes Restoration Plan and Design Project Elements	Cost
Mobilization and Site preparation	\$ 281,400
Habitat Restoration	\$ 288,520
Recreational Amenities	\$1,186,573
Floating Islands/ Aeration	\$ 312,869
Dredging/ sediment treatment & removal (Optional)	\$ 520,288
30% contingency	\$ 776,895
Total	\$ 3,366,545

The total construction cost estimate for the Bees Lakes Habitat Restoration Plan and Project Design is over \$3 million, not including final design and permitting. Work completed to date positions the City/Project to be competitive for construction grant funding. The Parks and Recreation Department recently submitted a draft grant proposal to the Delta Conservancy to fund completion of the designs, all project permitting and construction of initial recreational features. Given the overall cost, staff worked with the consultant team to devise a plan to implement the project in multiple phases. Staff will continue to seek potential grant funding opportunities to implement other elements of the Bees Lakes Habitat Restoration and Project Design.

Environmental Considerations

The Initial Study for the Bees Lakes Habitat Restoration Project covers all proposed project elements. The Initial Study and Mitigated Negative Declaration (IS/MND) was circulated for thirty days for public comment, beginning on December 11, 2020. The Project has many environmental benefits, but does have the potential to affect biological resources, tribal and cultural resources, geology and soils, hazardous materials, and hydrology and water quality. Project mitigation measures included in the MND, such as hiring a biologist to oversee invasive plant removal or archeologist for consultation during construction, are examples of how the City proposes to reduce potential impacts on the environment. Project implementation measures emphasize education and construction best management practices to minimize affects during construction.

Prior to submitting the IS/MND to the Office of Planning and Research, staff sent out letters and conducted phone conference consultations with three tribal communities: United Auburn Indian Community; the Wilton Rancheria; and the Yocha Dehe Wintun Nation. As result of the consultation, Yocha Dehe Tribe representatives offered to serve as the main point of contact for the tribes for the Project and a cultural resources mitigation measures were designed and included in the IS/MND and related Mitigation Monitoring and Reporting Plan to ensure that all contractors and staff working at the site are well informed of procedures as outlined in the Public Resources Code should an inadvertent find be discovered during construction. The mitigation also includes a monitoring plan for all areas of disturbance greater than 24 inches in depth. Once final design plans and permitting are

complete, additional consultation and coordination will occur between the City and Yocha Dehe Tribe. Implementation will require permits from the United States Army Corps of Engineers, Central Valley Flood Protection Board, California Department of Fish and Wildlife and others.

Comment letters were received from the Delta Stewardship Council, Delta Protection Commission and State Lands Commission. The Delta Protection Commission letter is supportive of the proposed recreational benefits and potential connection to the Delta Trail (Clarksburg Branch Line Trail). The Delta Stewardship Council comments include recommendations for completing a certification of consistency with the Delta Plan. Specifically, the certification of consistency will need to ensure: that mitigation measures are equal to those in the Delta Plan; adaptive management is implemented for ecosystem restoration and water management activities; habitat restoration considers the Delta Plan's guidance on appropriate elevations for habitat restoration activities; that restoration activities don't result in the introduction of invasive species; and consistency with the Delta Plan's Policy that respects local land uses. Due to the more detailed nature of comments received by State Lands Commission, staff prepared responses to those comments which are included in Attachment 4 with the comment letters. A Notice of Determination is included as Attachment 5.

Commission Recommendation

The Bees Lakes Habitat Restoration Plan and Project Design was presented to the Parks, Recreation and Inter-generational Commission on three occasions, which included sharing initial concept designs and seeking feedback and direction on the various stages of the Project. In August 2020, the Commission was supportive of the Draft Plan and Project Design and recommended it be presented to City Council for consideration. The Draft Bees Lakes Habitat Restoration Plan and Project Design was presented to the City Council on August 19, 2020.

Strategic Plan Integration

The Bees Lakes Habitat Restoration Plan and Project Design is consistent with the 2019 Strategic Plan Goal of Implementing the Parks, Recreation and Open Space Master Plan, as well as the City's goal of West Sacramento: *Preferred Place to Live, Work, Learn and Play!*

Alternatives

The City Council could choose to not approve Resolution 21-20 or the Bees Lakes Habitat Restoration Plan and Project Design. This alternative is not recommended as the Plan, Designs and environmental analysis are required to be completed by February 2021 per the grant program funding requirements. Delays in taking action will compromise the grant administration requirements and will limit the ability to move forward and seek additional construction grant funding that is currently available.

Coordination and Review

This report was prepared in coordination with the Community Development Department, Parks and Recreation Department, City Manager's Office and City Attorney.

Budget/Cost Impact

Although there is no direct budget impact for the requested action, the total cost to implement the Bees Lakes Habitat Restoration Plan and Project Design is estimated at \$ 3.85 million. Staff will continue to explore grant funding opportunities to leverage resources to further implement the Project.

ATTACHMENT(S)

1. Resolution 21-20
2. Bees Lakes Habitat Restoration Plan and Project Design Initial Study/Mitigated Negative Declaration
3. Bees Lakes Habitat Restoration Plan and Project Design Mitigation Monitoring and Reporting Plan
4. Comment Letters Received and Responses to Comments
5. Notice of Determination

RESOLUTION 21-20

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST SACRAMENTO
APPROVING THE BEES LAKES HABITAT RESTORATION PLAN AND DESIGN PROJECT
AND CERTIFYING THE INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION**

WHEREAS, On November 30, 2017, the City applied to the Sacramento–San Joaquin Delta Conservancy for a Delta Conservancy Ecosystem Restoration and Water Quality grant; and

WHEREAS, On March 28, 2018, the Delta Conservancy Board approved \$592,500 in funding for the City to complete the Bees Lakes Habitat Restoration Plan; and

WHEREAS, On December 19, 2018, the City Council approved a contract with the HDR Engineering, Inc to administer the grant, manage the consultant team and complete the Bees Lakes Habitat Restoration Plan, associated designs, and environmental analyses; and

WHEREAS, the consultant team developed an Environmental Baseline Report for the Project site, and

WHEREAS, Project designs were developed as a result of a series of workshops with stakeholders and the City’s Parks, Recreation and Intergenerational Services Commission; and

WHEREAS, the Draft Bees Lakes Habitat Restoration Plan and Design Project was presented to the City Council on August 19, 2020; and

WHEREAS, the City has prepared an Initial Study and Mitigated Negative Declaration (IS/MND) in accordance with the California Environmental Quality Act, CEQA Guidelines, and all other applicable laws and regulations as well as a Mitigation Monitoring and Reporting Program (MMRP) including mitigation measures to reduce potential adverse effects of the Project to less than significant; and

WHEREAS, the City conducted the required tribal consultations pursuant to AB52 as part of the environmental review process for the Bees Lakes Habitat Restoration Plan and Design Project; and,

WHEREAS, the City circulated the draft IS/MND for 30 days starting in December 11, 2020; and

WHEREAS, the City has considered all public comments received on the IS/MND and that adequate mitigation will be applied to the project; and

WHEREAS, the City Council has reviewed the Bees Lakes Habitat Restoration Plan and Design Project Initial Study and Mitigated Negative Declaration and finds that the public health, safety and general welfare warrant the certification of the final IS/MND and adoption of the associated Mitigation Monitoring and Reporting Program.

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

1) The Bees Lakes Habitat Restoration Plan and Design Project IS/MND and MMRP have been completed in compliance with the California Environmental Quality Act; and

2) The Bees Lakes Habitat Restoration Plan and Design Project's IS/MND and MMRP have been reviewed and considered by the City Council prior to any action by the City Council on the Project; and

3) The Bees Lakes Habitat Restoration Plan and Design's Project IS/MND and MMRP reflect the City of West Sacramento's independent judgment and analysis; and

4) The City Council hereby certifies the Bees Lakes Habitat Restoration Plan and Design Project IS/MND; and

5) The City Council finds changes or alterations have been required in, or incorporated into, the Project which avoid or substantially lessen the significant environmental effects to a less-than-significant level as identified in the IS/MND; and

6) The City Council finds the monitoring and reporting of the mitigation measure in connection with the Project will be conducted in accordance with the attached MMRP, incorporated into the requirements for the Project and hereby approves the MMRP.

PASSED AND ADOPTED by the City Council of the City of West Sacramento this 20th day of January 2021, by the following vote:

AYES:

NOES:

ABSENT:

Martha Guerrero, Mayor

ATTEST:

Yashin Abbas, City Clerk

Initial Study/Mitigated Negative Declaration Bees Lakes Habitat Restoration Project



Prepared for:
City of West Sacramento

Initial Study/Mitigated Negative Declaration
Bees Lakes Habitat Restoration Project



Prepared for:

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

Contact:

Traci Michel
Parks and Recreation Director
(916) 617-4620

Prepared by:

Douglas Environmental
1517 28th Street
Sacramento, CA 95816

Contact:

Doug Brown
Principal
(916) 739-8407

November 30, 2020

MITIGATED NEGATIVE DECLARATION

Pursuant to Division 6, Title 14, Chapter 3, Article 6, Sections 15070 and 15071 of the California Administrative Code, the City of West Sacramento does cause to be filed with the State of California, this Mitigated Negative Declaration.

1. Title and Short Description of Project: Bees Lakes Habitat Restoration Project

The proposed project includes implementing ecosystem, water quality and recreational improvements at the Bees Lakes site consistent with the goals and objectives identified in the Final Bees Lakes Habitat Restoration Plan (Douglas Environmental 2020). Project site restoration includes focused removal and control of target invasive species at the project site. The goal of the invasive plant removal is to significantly decrease abundance of target invasive species and increase abundance of native understory species to improve and sustain native plant community health and diversity. The most prevalent target invasive species are: Himalayan blackberry, which occurs in large patches in portions of the riparian forest understory and in some monoculture patches; and edible fig (*Ficus carica*), which is scattered throughout the site, primarily on the riverside portion.

Water quality components include removing and disposing of potentially contaminated soil from the two ponds on the site, potentially treating the pond water, and the removal of trash from the ponds. An abandoned boat and a large amount of refuse have been observed in the ponds, which are suspected to be degrading pond water quality. At minimum, project implementation would include drawing down pond water levels temporarily to extract large trash and debris.

The water quality components also include installing a submerged or floating aeration diffusion device to increase pond aeration and water circulation within the ponds, decrease algae growth, and increase habitat suitability for fishes and other aquatic life (including mosquito fish). An additional water quality enhancement, which would also provide habitat benefits, includes installing one or more artificial floating wetland islands in one or both of the site ponds.

The proposed project includes several recreational components that are intended to improve access management at the site and to provide improved recreational opportunities for site users. Potential recreational amenities include marked foot trails, elevated boardwalks, Americans with Disabilities Act (ADA) access ramps, an equestrian trail, a ten-stall parking area, portable bathrooms, two large viewing platforms, multi-purpose picnic/recreational areas, way-finding signage and information kiosks.

- 2. Location of Project:** The project site is located along the west bank of the Sacramento River in the City of West Sacramento, Yolo County, California. The West Sacramento Area Flood Control Agency (WSAFCA) completed construction of 5.5 miles of levee improvements in 2018 as part of the Southport Sacramento River Early Implementation Project (Southport EIP), including constructing a setback levee along the northwestern edge of the project site. The Southport EIP created two new floodplain restoration areas connected to the Sacramento River, immediately upstream and downstream of the project site. Cross levees between the project site and the two floodplain restoration sites were built to preserve access to the Sacramento Yacht Club and the Sherwood Harbor Marina, which are located at the north and south ends of the project site,

respectively. The remaining segment of the unmaintained levee along Chicory Loop runs through the project site, with the portion southeast of the levee encompassing the Sacramento river bank and associated riverside riparian habitat.

The project site is bounded by the Reclamation District (RD) 900 Operations and Maintenance (O&M) waterside toe road on the northwest edge, the Sacramento River on the southeast edge, and the property boundaries of the Sacramento Yacht Club and the Sherwood Harbor Marina southeast of the remnant levee along Chicory Loop. The project planning area for analysis of potential hydrologic effects additionally includes areas to the waterside crest of the new flood control levees surrounding the site.

3. Project Proponent: City of West Sacramento, 1110 West Capitol Avenue, West Sacramento, CA 95691

4. Said project will not have a significant effect on the environment for the following reasons:

Based on the analysis included in the attached Initial Study, the Bees Lakes Habitat Restoration Project has the potential to cause adverse environmental impacts. However, with implementation of the following mitigation measures, the impacts associated with the proposed project would remain less than significant.

Biological Resources

Mitigation Measure BIO-1

The following mitigation measure shall be implemented to minimize temporary project construction impacts:

- Retain an ecologist/biologist to direct and oversee the invasive plant removal component of the Bees Lakes Habitat Restoration Plan. The ecologist/biologist will be responsible for ensuring the project is implemented consistent with the Bees Lakes Habitat Restoration Plan and the project's Mitigation Monitoring and Reporting Plan.
- The invasive plant removal shall be conducted over two seasons in a targeted manner to minimize impacts to native vegetation. Invasive woody plant removal in the first season shall consist of targeted work by hand crews to either hand pull invasive plants (e.g. with a weed wrench) or cut and remove invasive plant material. Where appropriate, the cut surface of stumps or large stems will be painted with herbicide to kill woody plant root systems and prevent and/or reduce crown resprouting. Cut invasive woody plant materials shall be removed from the site and disposed of legally offsite.
- All locations where invasive woody plants are removed and treated in the first season shall be marked, mapped, and tracked over the following growing season to locate and retreat any resprouts; more than one retreatment may be necessary. After woody plant removal sites have been revisited in the second season following treatment with little to no evidence of regrowth of target invasive plants, any significant bare ground areas (100 square feet in size or larger) shall be raked to scarify the soil surface and subsequently broadcast seeded with a riparian seed mix, per the Bees Lakes Habitat Restoration Plan, in the subsequent fall to winter. Seeded sites shall be regularly revisited (i.e., monthly) during the growing season to ensure native vegetation is establishing and that further adaptive management actions are not indicated.

- Control of target invasive herbaceous species shall be achieved either via mechanical methods, including targeted hand pulling or timed mowing/string trimming of invasive plants before seedset, and/or spot spraying target invasive plants with a backpack sprayer using an appropriate herbicide and marker dye. All herbicide treatments shall be applied in accordance with herbicide label specifications and under the direction of a Pest Control Advisor (PCA) licensed in the State of California. No herbicides shall be sprayed on days when wind speeds are high enough to potentially cause herbicide drift, and no herbicide spraying shall be conducted within any elderberry shrub driplines.
- All areas within existing grasslands and uplands that are disturbed by trail improvement work or for the construction of the northeast and southwest trail access ramps shall be seeded with the native grassland seed mix, per the Bees Lakes Habitat Restoration Plan, which includes a mix of native grasses and forbs.
- The erosion of exposed soils shall be minimized through implementation of the water quality mitigation measures included in the Hydrology and Water Quality section of this Initial Study.

Mitigation Measure BIO-2

The following mitigation measure shall be implemented to minimize temporary project construction impacts on wetlands:

- Prior to initiating project construction, secure a Clean Water Act Section 404 permit from the U.S. Army Corps of Engineers and a Clean Water Act Section 401 Water Quality Certification from the Central Valley Regional Water Quality Control Board. Implement any measures identified within these permits designed to offset the loss of Waters of the U.S. and/or wetlands.

Cultural Resources

Mitigation Measure CUL-1

The following mitigation measure shall be implemented during project construction activities:

- The Contractor shall contract with a qualified archaeologist to conduct cultural resource sensitivity training for the workers on the site prior to the initiation of project construction to ensure they understand the potential for cultural resources to be present on the site and the procedures to be followed if they are discovered during construction activities.
- If cultural or historical resources are discovered during construction, all work within a 100-foot perimeter of the find shall cease until a determination has been made regarding whether the find is an eligible resource. The contractor must notify the City and the City will consult with a qualified archaeologist to determine whether the discovery is a potential California Register of Historical Resources-eligible resource. If after the archaeological consultation, the City determines that the discovery is not an eligible resource, the discovery will be documented and construction may proceed at the City's direction.
- If the City determines after the archaeological consultation that the discovery may be an eligible resource, the City will notify the SHPO and other relevant parties as early as feasible. Notification will include a description of the discovery, the circumstances leading to its identification, and recommendations for

further action. Where feasible, the notification will also include a tentative NRHP and CRHR eligibility recommendation and description of probable effects. Treatment will be implemented where necessary to resolve adverse or significant effects on inadvertently discovered cultural resources that are CRHR or NRHP eligible. The City will consider preservation in place as the preferred mitigation, as required under CEQA Guidelines Section 15126.4(b) for all CRHR-eligible resources that are subject to significant effects. The City will prepare a discussion documenting the basis for the selection of treatment.

Mitigation Measure CUL-2

The following mitigation measures shall be implemented during project construction activities:

- In the event of a human remains discovery, the City will immediately notify the Yolo County Coroner. The coroner, as required by the California Health and Safety Code (Section 7050.5), will make the final determination about whether the remains constitute a crime scene or are Native American in origin. The coroner may take 2 working days from the time of notification to make this determination.
- If the coroner determines that the remains are of Native American origin, the coroner will contact the NAHC within 24 hours of the determination. The NAHC will immediately designate and contact the most likely descendant (MLD), who must make recommendations for treatment of the remains within about 48 hours from completion of their examination of the finds, as required by PRC 5097.98(a).
- It is likely that if a Native American burial is found, it will be found in the context of a prehistoric archaeological property. For a prehistoric property associated with burials, decisions must be made about how the remainder of the property will be treated for its archaeological (and possibly other) values. Not only must the MLD make decisions about the burials, but a plan must be devised also for evaluation and, if determined to be eligible for the NRHP, treatment of the property in consultation with the MLD, SHPO, and other consulting parties.
- If the remains are found not to be Native American in origin and do not appear to be in an archaeological context, construction will proceed at the direction of the coroner and the City. It is likely that the coroner will exhume the remains. Once the remains have been appropriately and legally treated, construction may resume in the discovery area upon receipt of City's express authorization to proceed.

Geology and Soils

Mitigation Measure GEO-1

The following mitigation measure shall be implemented to minimize the potential for the exposure of project components to seismically-induced ground failure:

- Prior to initiating project construction, a site-specific geotechnical analysis shall be conducted to identify any specific geotechnical design measures that need to be implemented to ensure the project components are not compromised by seismically-induced ground failure or other soil failure mechanisms. All identified measures shall be implemented during project construction.

Hazards and Hazardous Materials

Mitigation Measure HAZ-1

Prior to initiating construction of the proposed project, the Contractor shall submit a written safety program to the City of West Sacramento. This plan shall include, at a minimum:

- A fire or medical emergency response access plan.
- A police emergency response access plan.
- An access control plan to its staging and equipment storage areas.
- The name and contact information for the Safety Director/Manager responsible for managing the safety, health and environmental risk factors for the Contractor. The Safety Director/Manager shall be reachable within 30 minutes.
- Typical tailgate safety meeting agenda and frequency.
- Compliance or exceedance of applicable OSHA requirements.
- New hire safety orientation training.
- Any applicable job specific requirements or permits.
- If requested, Contractor shall provide safety training records for employees working on the project.

Mitigation Measure HAZ-2

Hazardous Materials Contingency Plan (HMCP): The contractor shall prepare and submit to the City a contingency plan for handling hazardous materials, whether found or introduced on site during construction. The plan shall include construction measures as specified in local, state, and federal regulations for hazardous materials and the removal of on-site debris. The plan must include the following measures at a minimum:

- If contaminated soils or other hazardous materials are encountered during any soil moving operation during construction (e.g. trenching, excavation, grading), construction shall be halted and the HMCP implemented.
- Instruct workers on recognition and reporting of materials that may be hazardous.
- Identify and contact subcontractors and licensed personnel qualified to undertake storage, removal, transportation, disposal, and other remedial work required by, and in accordance with, laws and regulations.

Mitigation Measure HAZ-3

Soil Contaminant Remediation Plan: The contractor shall prepare and submit to the City a remediation plan for the excavation of contaminated soils within the two ponds. The plan must include the following measures at a minimum:

- A pond dewatering plan that identifies the disposal area for pond water and any permitting necessary to conduct the dewatering.

- A soil sampling protocol that will be used to determine the extent of potential soil contamination and the total area and depth of excavation. The protocol will identify the metrics for determining when sufficient soil has been removed to ensure elevated contaminant levels no longer remain within the ponds.

Hydrology and Water Quality

Mitigation Measure HYD-1

To ensure project construction activities do not adversely affect the water quality of local waterways, the following mitigation measures shall be implemented prior to and during construction:

- A storm water pollution prevention plan (SWPPP) shall be prepared for the proposed project with associated best management practices (BMPs), consistent with City standards. The SWPPP shall be designed to protect water quality pursuant to the requirements of the National Pollutant Discharge Elimination System (NPDES) stormwater permit for construction activity (Order 99-08-DWQ, as amended). The SWPPP would identify and specify:
 - ▶ the use of erosion and sediment-control BMPs, including construction techniques that will reduce the potential for erosion, specifically into the Sacramento River, as well as other measures to be implemented during construction;
 - ▶ the means of waste disposal;
 - ▶ the implementation of approved local plans, non-stormwater-management controls, permanent post-construction BMPs, and inspection and maintenance responsibilities;
 - ▶ the pollutants that are likely to be used during construction that could be present in stormwater drainage and non-stormwater discharges, and other types of materials used for equipment operation;
 - ▶ spill prevention and contingency measures, including measures to prevent or clean up spills of hazardous waste and of hazardous materials used for equipment operation, and emergency procedures for responding to spills;
 - ▶ personnel training requirements and procedures, including the use of a sign-in log identifying who attended required trainings, that will be used to ensure that workers are aware of permit requirements and proper installation methods for BMPs specified in the SWPPP; and
 - ▶ The appropriate personnel responsible for supervisory duties related to implementation of the SWPPP.
- Where applicable, BMPs identified in the SWPPP shall be in place throughout all site work and construction. BMPs may include such measures as the following:
 - ▶ Implementing temporary erosion-control measures in disturbed areas to minimize discharge of sediment into nearby drainage conveyances. These measures may include silt fences, staked straw bales or wattles, sediment/silt basins and traps, geofabric, and sandbag dikes.
- All construction contractors shall retain a copy of the approved SWPPP on the construction site. The SWPPP shall be submitted to the Central Valley Regional Water Quality Control Board (RWQCB) pursuant to NPDES requirements, and completed and implemented before the start of construction activities.

- 5. As a result thereof, the preparation of an Environmental Impact Report pursuant to the California Environmental Quality Act (Division 13 of the Public Resources Code of the State of California) is not required.**

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1 INTRODUCTION

1.1 OVERVIEW

This document is the Initial Study for the proposed Bees Lakes Habitat Restoration Project (proposed project) located in the City of West Sacramento, California. This Initial Study has been prepared in accordance with the California Environmental Quality Act (CEQA), Public Resources Code Section 21000 et seq. and the State CEQA Guidelines, California Code of Regulations Section 15000 et seq. An Initial Study is prepared by a lead agency to determine if a project may have a significant effect on the environment. In accordance with State CEQA Guidelines Section 15064(a), an Environmental Impact Report (EIR) must be prepared if there is substantial evidence that a project may have a significant effect on the environment. A Negative Declaration is prepared if the lead agency determines that the proposed project would not have a significant effect on the environment, and therefore, that it would not require the preparation of an EIR (State CEQA Guidelines Section 15070).

This Initial Study will be used to examine the potential environmental impacts of the proposed project. In general, this document describes the proposed project, the existing environment that could be affected, potential impacts from the proposed project, and proposed mitigation measures in compliance with the State CEQA Guidelines (14 California Code of Regulations [CCR] 15000 et seq.).

The Initial Study is divided into four chapters: Chapter 1 includes this introduction, Chapter 2 provides a description of the project setting and characteristics; Chapter 3 includes an environmental evaluation/checklist that identifies the potential environmental impacts associated with implementation of the project and a discussion of checklist responses and findings; and Chapter 4 includes references used in the preparation of this report.

1.2 LEAD AGENCY

The lead agency is the public agency with primary responsibility over the proposed project. In accordance with CEQA Guidelines Section 15051(b)(1), “the lead agency will normally be the agency with general governmental powers, such as a city or county, rather than an agency with a single or limited purpose...” Because the project is being proposed by the City of West Sacramento, the City is the lead agency for the proposed project.

1.3 PROJECT LOCATION

The Bees Lakes project site is located along the west bank of the Sacramento River in the City of West Sacramento, Yolo County, California. The West Sacramento Area Flood Control Agency (WSAFCA) completed construction of 5.5 miles of levee improvements in 2018 as part of the Southport Sacramento River Early Implementation Project (Southport EIP), including constructing a setback levee along the northwestern edge of the project site. The Southport EIP created two new floodplain restoration areas connected to the Sacramento River, immediately upstream and downstream of the project site. Cross levees between the project site and the two floodplain restoration sites were built to preserve access to the Sacramento Yacht Club and the Sherwood Harbor Marina, which are located at the northeastern and southwestern ends of the project site, respectively. The remaining segment of the unmaintained levee along Chicory Loop runs through the project site, with the portion southeast of the levee encompassing the Sacramento river bank and associated riverside riparian habitat.

The project site is bounded by the Reclamation District (RD) 900 Operations and Maintenance (O&M) waterside toe road on the northwest edge, the Sacramento River on the southeast edge, and the property boundaries of the Sacramento Yacht Club and the Sherwood Harbor Marina southeast of the remnant levee along Chicory Loop. The project planning area for analysis of potential hydrologic effects additionally includes areas to the waterside crest of the new flood control levees surrounding the site.

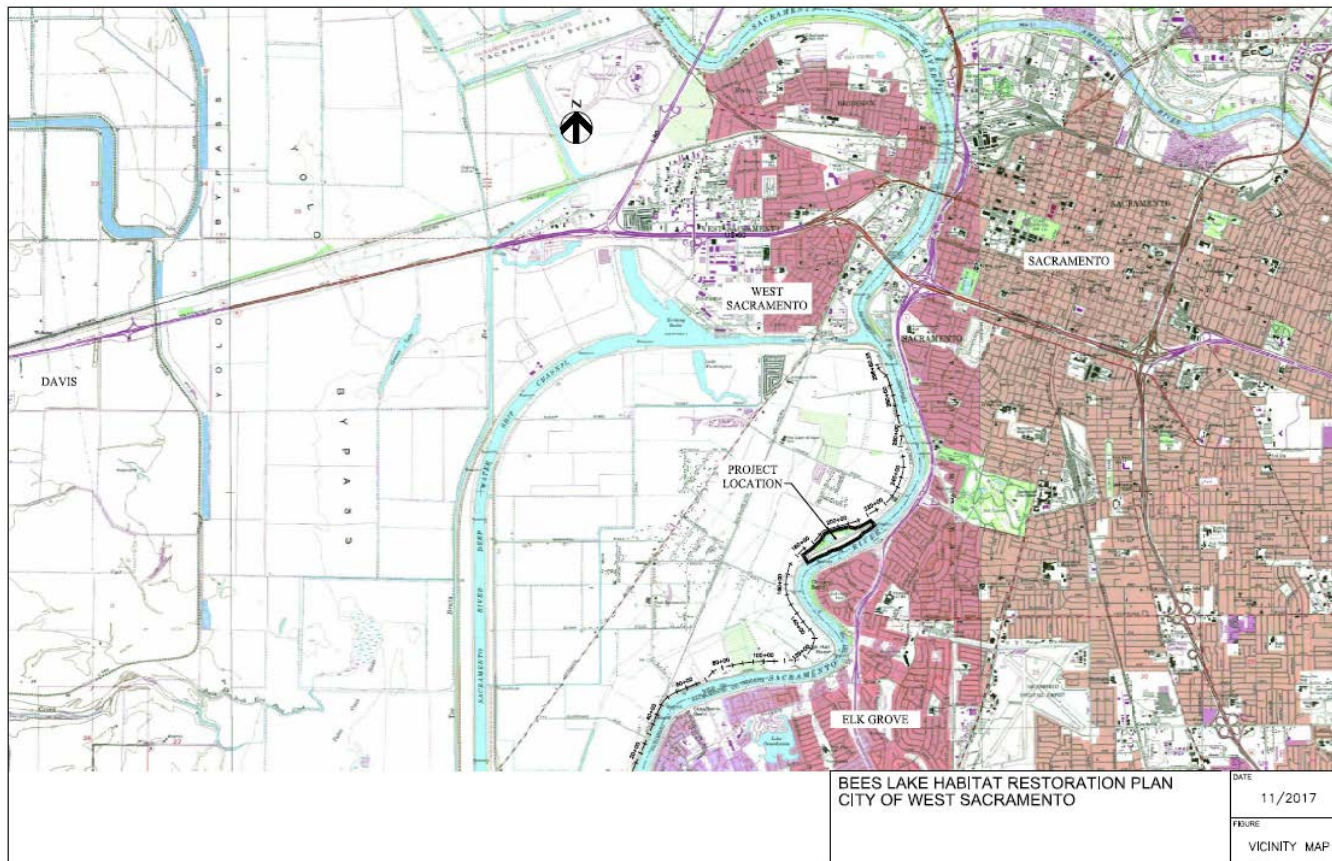


Exhibit 1 Project Vicinity Map



Exhibit 2 Project Site Aerial

1.4 PURPOSE OF THIS DOCUMENT

Prior to approving the proposed project, the City of West Sacramento must evaluate the project's potential environmental impacts as required by CEQA. The City, as the lead agency under CEQA, will consider the proposed project's environmental impacts when considering whether to approve project implementation. This Initial Study is an informational document to be used in the local planning and decision-making process; it does not recommend approval or denial of the proposed project.

This Initial Study will be available for public review for 30 days. The City will take into consideration comments received during the public review period and will factor these comments into their assessment of the environmental impacts associated with the proposed project prior to making their decision related to project approval.

2 PROPOSED PROJECT DESCRIPTION

The proposed project includes implementing ecosystem, water quality and recreational improvements at the Bees Lakes site consistent with the goals and objectives identified in the Final Bees Lakes Habitat Restoration Plan (Douglas Environmental 2020). The project components are described in detail below.

2.1 ECOSYSTEM COMPONENTS

2.1.1 INVASIVE PLANT REMOVAL

Project site restoration includes focused removal and control of target invasive species at the project site. The goal of the invasive plant removal is to significantly decrease abundance of target invasive species and increase abundance of native understory species to improve and sustain native plant community health and diversity. The impact of completely eradicating target species would likely outweigh the benefit. As such, complete eradication is not being proposed.

The most prevalent target invasive species are: Himalayan blackberry, which occurs in large patches in portions of the riparian forest understory and in some monoculture patches; and edible fig (*Ficus carica*), which is scattered throughout the site, primarily on the riverside portion. Both of these species are rated invasive by the California Invasive Plant Council (Cal-IPC 2020). Native California blackberry is also prevalent on site; care would be taken to avoid native blackberry thickets. Additional invasive plants present on the project site that are rated invasive by Cal-IPC and would be targeted for removal include English ivy (*Hedera helix*), giant reed (*Arundo donax*), Russian olive (*Elaeagnus angustifolia*), and glossy privet (*Ligustrum lucidum*). Additional invasive species that have potential to occur on the project site and would be targeted for removal if present include tree-of-heaven (*Ailanthus altissima*), black locust (*Robinia pseudoacacia*), perennial pepperweed (*Lepidium latifolium*), and red sesbania (*Sesbania punicea*).

Some nonnative tree species are present in low numbers within the interior woodlands of the site that are not rated invasive by Cal-IPC but may also be targeted for removal, including a few individual Chinese pistache (*Pistacia chinensis*) and almond (*Prunus dulcis*) trees, and a small grove of mature pecan trees (*Carya illinoensis*) occurring at the northeast edge of the wooded portion of the site. Generally, pecan trees are not widely naturalized in the region and it is assumed they were likely planted for ornamental value or nut productions). Pecan seedlings and saplings have been observed recruiting in other portions of the project site in recent decades (Leo Edson, *pers. comm.*). Any pecan tree removal would be undertaken with care not to remove Northern California black walnut (*Juglans hindsii*) trees or saplings, which appear very similar to pecan when fruits are not evident.

Herbaceous invasive species present in the open grassland areas of the project site that would be targeted for removal and management include Johnsongrass (*Sorghum halepense*), yellow starthistle (*Centaurea solstitialis*), Italian thistle (*Carduus pycnocephalus*), milk thistle (*Silybum marianum*), and poison hemlock (*Conium maculatum*).

2.1.2 INVASIVE PLANT REMOVAL METHODS

Invasive plant removal would be conducted over two seasons in a targeted manner to minimize impacts to native vegetation. An ecologist/biologist retained by the City would direct and oversee all invasive plant removal work.

All herbicide treatments would be conducted by a licensed applicator in accordance with herbicide label specifications under the direction of a Pest Control Advisor (PCA) licensed in the State of California.

Invasive woody plant removal in the first season would consist of targeted work by hand crews to either hand pull invasive plants (e.g. with a weed wrench) or cut and remove invasive plant material. Where appropriate, the cut surface of stumps or large stems would be painted with herbicide to kill woody plant root systems and prevent and/or reduce crown resprouting. Cut invasive woody plant materials would be removed from the site and disposed of legally offsite.

All locations where invasive woody plants are removed and treated in the first season would be marked, mapped, and tracked over the following growing season to locate and retreat any resprouts; more than one retreatment may be necessary. After woody plant removal sites have been revisited in the second season following treatment with little to no evidence of regrowth of target invasive plants, any significant bare ground areas (100 square feet in size or larger) would be raked to scarify the soil surface and subsequently broadcast seeded with a riparian seed mix in the subsequent fall to winter. Seeded sites would be regularly revisited (i.e., monthly) during the growing season to ensure native vegetation is establishing and that further adaptive management actions are not indicated.

Control of target invasive herbaceous species would be achieved either via mechanical methods, including targeted hand pulling or timed mowing/string trimming of invasive plants before seedset, and/or spot spraying target invasive plants with a backpack sprayer using an appropriate herbicide and marker dye. No herbicides would be sprayed on days when wind speeds are high enough to potentially cause herbicide drift, and no herbicide spraying would be conducted within any elderberry shrub driplines. If spot treatments of herbaceous invasive plants result in any significant areas of bare ground (100 square feet or greater), those areas would be raked and broadcast seeded with a grassland seed mix in the fall or winter after treatment.

2.1.3 MIXED RIPARIAN WOODLAND ESTABLISHMENT

To enhance and expand riparian woodland habitat at the project site, approximately 1.6 acres of mixed riparian woodland dominated by Fremont cottonwood (*Populus fremontii*) would be planted at two locations on the northeast and southwest ends of the landside portion of the project site. Historically, human disturbance prevented the establishment of woody vegetation in these areas.

The gradual succession to a community dominated by valley oak is expected in the absence of regular flooding disturbance. However, mature cottonwoods provide important nesting habitat for many riparian bird species regularly observed at the project site, including: cavity-nesting birds such as wood duck (*Aix sponsa*), downy woodpecker (*Picoides pubescens*), Nuttall's woodpecker (*Picoides nuttallii*), ash-throated flycatcher (*Myiarchus cinerascens*), and tree swallow (*Tachycineta bicolor*); and for raptors including: red-shouldered hawk (*Buteo lineatus*), red-tailed hawk (*Buteo jamaicensis*), and Swainson's hawk (*Buteo swainsoni*). To increase and maintain future nesting habitat for cavity-nesting species in particular, the riparian woodland planting areas would be planted with mixed riparian woodland dominated by Fremont cottonwood.

Container plants and cuttings would be installed in the fall, between October 15 and December 1. After planting container plants in sinuous rows, a riparian woodland seed mix would be drill seeded between planted trees and shrubs. Planted trees and shrubs would receive supplemental irrigation using a temporary system over a three-year establishment period, after which the plant roots would have accessed the relatively shallow water table and no

supplemental irrigation would be needed for plant survival. Plants would be deeply watered during each irrigation event (1-2 inches of water applied during each event) to promote deep rooting, and irrigation frequency would decrease during the establishment period.

Beaver exclusion caging or fencing is not planned, and not expected to be necessary, but the planting strategy includes installing California rose and California blackberry in association with tree species that are most susceptible to beaver damage (*e.g.*, willows and cottonwoods) to provide a natural thorny barrier to beaver herbivory. Cages around riparian trees may be installed as an adaptive management measure if beavers are observed to be causing greater than anticipated tree damage or mortality. Because there would be continued public access to the project site, it may be appropriate to install some temporary exclusion fencing and signage during the establishment period, around the planting areas to protect plants and irrigation systems.

2.1.4 RESEED TEMPORARY IMPACT AREAS

The proposed project would include temporary impacts to vegetation and soils associated with providing Americans with Disabilities Act (ADA) site access, improvements of existing foot trails to allow for multiple uses, removal of contaminate soils from the two site ponds, and other recreational amenities. Additionally, focused removal of target invasive species would result in some temporary, small scale disturbance. Areas where temporary soil disturbance or vegetation removal occurs within riparian scrub or woodland due to project implementation would be seeded with a riparian seedmix and monitored for establishment success. It is expected that any temporarily disturbed areas would be rapidly colonized through natural recruitment and regrowth of native species from the surrounding dense native vegetation. However, if seeding and natural recruitment are not successful in revegetating disturbed areas, remedial adaptive management actions, such as reseeded or planting container plants and cuttings with Cocoon™ individual plant watering systems, or watering tubes with starch-based hydrogel applications or similar, may be implemented.

All areas within existing grasslands and uplands that are disturbed by trail improvement work or for the construction of the northeastern and southwestern trail access ramps would be seeded with a native grassland seed mix, which includes a mix of native grasses and forbs.

2.2 WATER QUALITY COMPONENTS

The larger of the two ponds on the site is relatively deep and steep sided, while the smaller pond is shallower and occasionally dries up completely during extended dry periods. During investigations conducted for the Southport EIP, analysis of water quality in the ponds revealed slightly elevated levels of arsenic and oil and grease (ICF International 2014). Recent testing of the water and soil within each pond further identified elevated levels of contaminants (cbec 2020). The presence of these contaminants may require the treatment of pond water or the removal and disposal of some of the soils within the ponds, if appropriate. Additionally, an abandoned boat and a large amount of refuse observed in the ponds are suspected to be negatively affecting water quality. At minimum, project implementation would include drawing down pond water levels temporarily to extract large trash and debris.

Because the ponds are hydraulically connected to the Sacramento River and the shallow groundwater table through seepage and not stream flow, the ponds have a high residence time and do not experience any flushing. This leads to stagnant water conditions, growth of algae, and likely low dissolved oxygen concentration in the

water column. Installing submerged or floating aeration diffusion devices is proposed to increase pond aeration and water circulation within the ponds, decrease algae growth, and increase habitat suitability for fishes and other aquatic life (including mosquito fish). The electric power needed for the aeration diffusion devices would be provided by extending electrical lines from the existing power line located along Chicory Loop to each pond. Several power poles would be installed between the road and the ponds for these new electrical line extensions.

An additional habitat enhancement that may be implemented at one or both ponds includes installing one or more artificial floating wetland islands. These low impact and low cost enhancements are typically constructed from a polymer-fiber platform that wetland plants are planted into, with plant roots penetrating the fiber matrix to hang below into the water column, essentially growing hydroponically in the pond water. The islands are built to be sufficiently buoyant to float and hold soil mix (during plant establishment), robust wetland vegetation, and wildlife. Floating islands would thus provide nesting, basking, cover, foraging, and fishing habitat for multiple bird species and western pond turtles and would have the added benefit of providing habitat refugia for birds and turtles from terrestrial predators such as raccoons and feral cats. The plant roots growing through the floating island and shade provided by the island would be expected to improve habitat quality for native and/or nonnative pond fish (which in turn should provide food for many wildlife species and provide mosquito larvae control). Floating wetland islands, like emergent wetlands, have additionally been demonstrated to improve water quality by taking up excess nutrients (nitrogen, phosphorus, etc.) that may be present in the water column. Since floating islands track the pond water surface elevation, vegetation on these islands should additionally persist whether widely fluctuating pond water levels remain very high or low for prolonged periods of time.

2.3 RECREATION COMPONENTS

The proposed project includes several recreational components that are intended to improve access management at the site and to provide improved recreational opportunities for site users. Potential recreational amenities include marked foot trails, elevated boardwalks, ADA access ramps, an equestrian trail, a ten-stall parking area, portable bathrooms, two large viewing platforms, multi-purpose picnic/recreational areas, way-finding signage and information kiosks. Marked foot trails would improve hiking and birdwatching access throughout the site. Some of the paths would be newly constructed and covered with decomposed granite, and others would expand existing paths by clearing brush and compacting the native soil. ADA access ramps would be provided both from the northeast and southwest. The southwestern ramp would connect to the proposed parking area to provide direct access from parked vehicles into the site.

Boardwalks would be built to span low elevation locations along the foot paths. The improved dirt paths within the interior portion of the site would also improve site accessibility including ADA access. Equestrian use of the project area west of Chicory Loop is proposed to be accommodated through the development of shared pedestrian/equestrian use trails.

The foot trail between the Chicory Loop Levee and the river is proposed to be improved to facilitate river and fishing access. These improvements would include stairs descending from Chicory Loop and connecting to an improved foot trail.

Interpretive signage would be placed along the paths to enrich the user experience by improving the public's understanding of the site's environmental value. Also, post-and-cable fencing would be selectively installed to restrict access to sensitive habitat areas on the site.

2.4 LONG-TERM OPERATIONS AND MAINTENANCE REQUIREMENTS

2.4.1 INSPECTION AND MAINTENANCE DURING RESTORATION ESTABLISHMENT PHASE

During habitat restoration and the three- to five-year vegetation establishment period for all planted areas, regular monthly to quarterly site inspections (as deemed appropriate) would be conducted by an ecologist retained by the City. During these inspections, the ecologist would record observations on plant establishment success, including trends and patterns in plant survival and health, new native vegetation recruitment, observable beaver or human disturbance damage, and any site erosion problems, trash dumping or vandalism. The ecologist would visit and track all invasive species removal sites and temporary disturbance reseeding sites, and would map target invasive plant populations for treatment. Field visit observations and associated maintenance recommendations would be summarized and shared with the City and the restoration contractor. As necessary, planted container plants that die within the first three years after planting would be replaced with suitable replacement plants. Replacements may be of the same or a different species if the ecologist's review of plant health and survival patterns indicates that species substitutions may be appropriate.

Maintenance actions conducted during the three to five year establishment phase would include vegetation management and invasive species control (as described above), minor erosion repairs or additional erosion protective measures if needed, addition of beaver exclusion measures (e.g. plant caging) if needed, and/or supplemental seedings and plantings as deemed appropriate in areas with poor vegetation establishment.

2.4.2 OPERATIONS AND MAINTENANCE OF WATER QUALITY AND RECREATION COMPONENTS

Regular operations and maintenance of the water quality and recreational components would be necessary over the life of the project. The operational water quality components consist primarily of installing artificial floating wetland islands to increase wetland habitat, which can increase water quality through improved water filtration. However, the project also includes the installation of aeration diffusion devices within the ponds. The aeration diffusion devices would require regular monitoring to ensure they are properly functioning and are replaced if they fail. Although the floating wetlands are assumed to require little maintenance, they may need to be replaced if they become damaged or fail for some other reason.

Although the site is intended to provide passive recreational opportunities, it would include recreational infrastructure features and access management components that would require maintenance and replacement once they meet their useful life. The boardwalk trails may be regularly inundated as pond water levels rise in relation to water levels in the Sacramento River. This inundation would be expected to result in sediment and vegetative debris being deposited on the boardwalk trails. This material would need to be removed by maintenance personnel using shovels and/or brooms, depending upon the volume of material deposited. Regular boardwalk repairs would also likely be necessary including replacing individual boards or replacing whole boardwalk segments. Other walking trails would require regular maintenance to ensure tripping or falling hazards are not being created. This would likely require the regular application of decomposed granite or some other similar material in trail areas that are degrading. Regular vegetation clearing of the walking trails would be necessary to ensure access is not restricted. Also, because some of the trails on the site are expected to be used by equestrian riders, additional

overhead vegetation clearing may be necessary to ensure adequate head clearance is provided. To ensure sensitive vegetation or listed-species habitat areas are not disturbed, any post-and-rail fencing installed on the site would need to be regularly maintained. Regular pickup and maintenance of trash receptacles would be necessary to ensure they do not become a nuisance. Also, wayfinding signage would need to be regularly repaired and replaced.

2.4.3 DEVELOPMENT OF OPERATIONS AND MAINTENANCE PLAN

Project implementation would include the development of a comprehensive Bees Lakes Operations and Maintenance Plan (O&M Plan) to ensure the habitat, water quality and recreational objectives are maintained over the long term. The O&M Plan would identify anticipated operation and maintenance activities, maintenance standards, operating procedures, maintenance responsibilities, emergency/weather response operations, vehicle and equipment access restrictions, opening and closing procedures, safety requirements, burglary and vandalism procedures, illegal dumping procedures, volunteer programs (e.g., trailrider patrols), group use of the site, and flood patrol requirements.

2.5 REQUIRED PERMITS AND APPROVALS

The proposed project would require the adoption of this Initial Study/Mitigated Negative Declaration and project approval by the City of West Sacramento. In addition, the project would require issuance of a Lake and Streambed Alteration Agreement and potentially an Incidental Take Permit from the California Department of Fish and Wildlife. The California State Lands Commission would also need to approve any project components that occur within their easement southeast of Chicory Loop along the Sacramento River. Because the project is located within the designated floodway of the Sacramento River and is protected by State Plan of Flood Control levees, implementation would require an encroachment permit from the Central Valley Flood Protection Board and likely a Rivers and Harbors Act Section 408 authorization from the USACE. The placement of fill within the ponds and within any wetlands on the site would require a Clean Water Act Section 404 permit from USACE.

For USACE to issue either a 408 or a 404 permit, they would be required to consult with the U.S. Fish and Wildlife Service and National Oceanic and Atmospheric Administration Fisheries through Section 7 of the federal Endangered Species Act. In addition, USACE will be required to comply with Section 106 of the National Historic Preservation Act. Lastly, the project would require coverage under a Construction Activities Storm Water General permit from the State Water Resources Control Board, a 401 Water Quality Certification from the Central Valley Regional Water Quality Control Board, a Delta Plan Covered Action Certification as required by the Delta Stewardship Council, a grading permit from the City of West Sacramento, and a land owner agreement between the City and WSAFCA (the property owner).

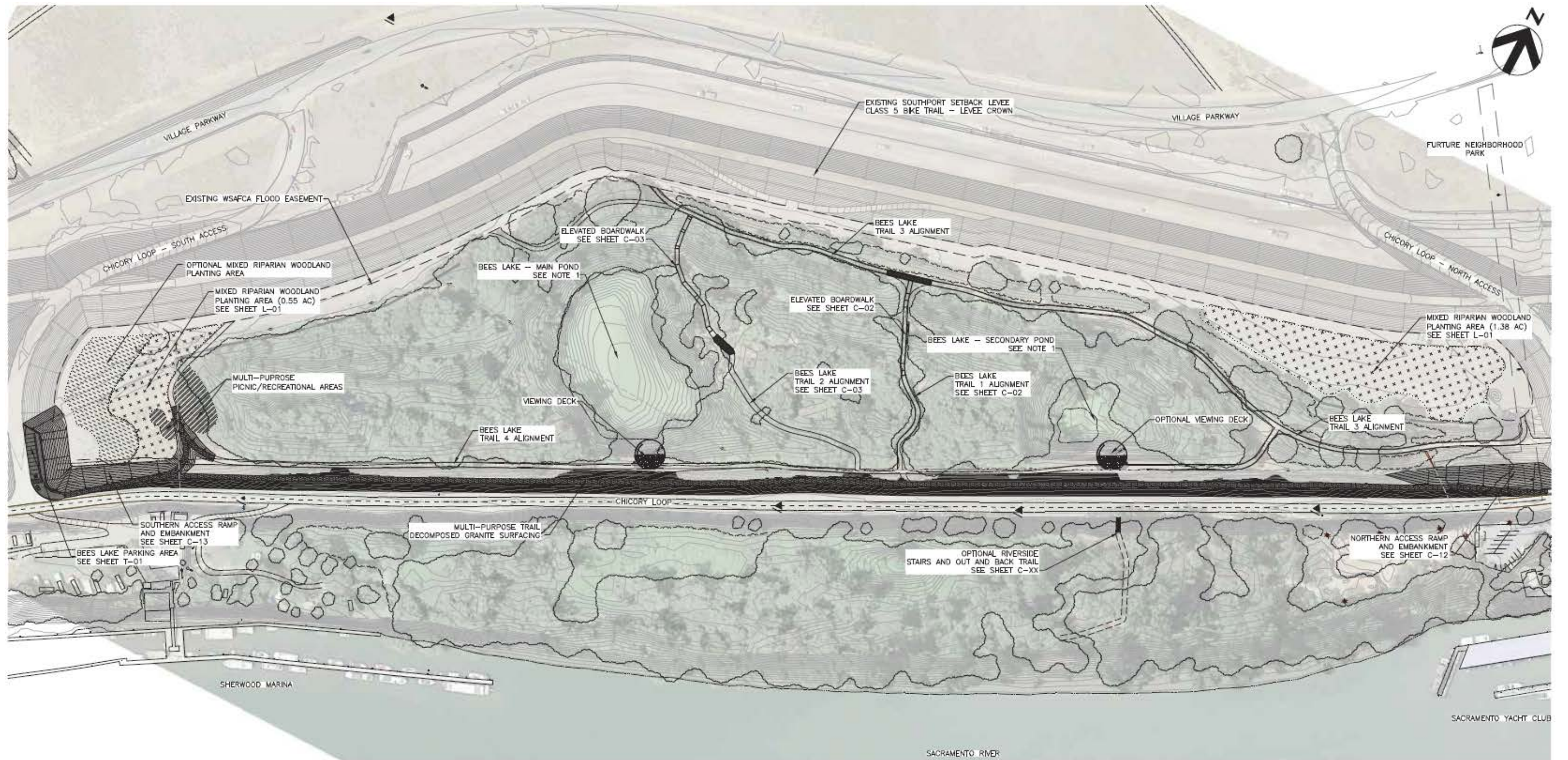


Exhibit 3 Proposed Project Components

3 ENVIRONMENTAL CHECKLIST

PROJECT INFORMATION	
1. Project Title:	Bees Lakes Habitat Restoration Project
2. Lead Agency Name and Address:	City of West Sacramento 1110 West Capitol Avenue West Sacramento, CA 95691
3. Contact Person and Phone Number:	Traci Michel, Director, Department of Parks and Recreation (916) 617-4620
4. Project Location:	West Bank of the Sacramento River between river mile (RM) 55.8 and RM 55.1 in the City of West Sacramento, California
5. Project Sponsor's Name and Address:	City of West Sacramento 1110 West Capitol Avenue West Sacramento, CA 95691
6. General Plan Designation:	Open Space (OS)
7. Zoning:	Public Open Space (POS)
8. Description of Project: (Describe the whole action involved, including but not limited to later phases of the project, and any secondary, support, or off-site features necessary for its implementation. Attach additional sheets if necessary.)	See the project description included in Section 2 above.
9. Surrounding Land Uses and Setting: (Briefly describe the project's surroundings)	The project site is bounded by the Reclamation District (RD) 900 Operations and Maintenance (O&M) waterside toe road on the northwest edge, the Sacramento River on the southeast edge, and the property boundaries of the Sacramento Yacht Club and the Sherwood Harbor Marina southeast of the remnant levee along Chicory Loop.
10: Other public agencies whose approval is required: (e.g., permits, financing approval, or participation agreement)	U.S. Army Corps of Engineers, NOAA Fisheries, US Fish and Wildlife Service, California State Lands Commission, California Dept. of Fish and Wildlife, State Water Resources Control Board, Central Valley Regional Water Quality Control Board, Delta Stewardship Council, and WSAFCA.
11: Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code section 21080.3.1? If so, is there a plan for consultation that includes, for example, the determination of significance of impacts to tribal cultural resources, procedures regarding confidentiality, etc.?	The City has sent letters to affected tribes consistent with Public Resources Code section 21080.3.1 requirements and has initiated consultation with individual tribes regarding the appropriate treatment of potential tribal cultural resource that may be discovered during project construction.

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

- | | | |
|--|--|---|
| <input type="checkbox"/> Aesthetics | <input type="checkbox"/> Agriculture / Forest Resources | <input type="checkbox"/> Air Quality |
| <input type="checkbox"/> Biological Resources | <input type="checkbox"/> Cultural Resources | <input type="checkbox"/> Energy |
| <input type="checkbox"/> Geology / Soils | <input type="checkbox"/> Greenhouse Gas Emissions | <input type="checkbox"/> Hazards / Hazardous Materials |
| <input type="checkbox"/> Hydrology / Water Quality | <input type="checkbox"/> Land Use / Planning | <input type="checkbox"/> Mineral Resources |
| <input type="checkbox"/> Noise | <input type="checkbox"/> Population / Housing | <input type="checkbox"/> Public Services |
| <input type="checkbox"/> Recreation | <input type="checkbox"/> Transportation | <input type="checkbox"/> Tribal Cultural Resources |
| <input type="checkbox"/> Utilities / Service Systems | <input type="checkbox"/> Wildfire | <input type="checkbox"/> Mandatory Findings of Significance |
| <input type="checkbox"/> None | <input checked="" type="checkbox"/> None With Mitigation | |

DETERMINATION (To be completed by the Lead Agency)

On the basis of this initial evaluation:

- I find that the proposed project **COULD NOT** have a significant effect on the environment, and a **NEGATIVE DECLARATION** will be prepared.
- I find that although the proposed project **COULD** have a significant effect on the environment, there **WILL NOT** be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A **MITIGATED NEGATIVE DECLARATION** will be prepared.
- I find that the proposed project **MAY** have a significant effect on the environment, and an **ENVIRONMENTAL IMPACT REPORT** is required.
- I find that the proposed project **MAY** have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An **ENVIRONMENTAL IMPACT REPORT** is required, but it must analyze only the effects that remain to be addressed.
- I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier **EIR** or **NEGATIVE DECLARATION** pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier **EIR** or **NEGATIVE DECLARATION**, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Signature

Date

Printed Name

Title

Agency

EVALUATION OF ENVIRONMENTAL IMPACTS

1. A brief explanation is required for all answers except “No Impact” answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A “No Impact” answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A “No Impact” answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
2. All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
3. Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. “Potentially Significant Impact” is appropriate if there is substantial evidence that an effect may be significant. If there are one or more “Potentially Significant Impact” entries when the determination is made, an EIR is required.
4. “Negative Declaration: Less Than Significant With Mitigation Incorporated” applies where the incorporation of mitigation measures has reduced an effect from “Potentially Significant Impact” to a “Less Than Significant Impact.” The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from “Earlier Analyses,” as described in (5) below, may be cross-referenced).
5. Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:
 - a) Earlier Analysis Used. Identify and state where they are available for review.
 - b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
 - c) Mitigation Measures. For effects that are “Less than Significant with Mitigation Measures Incorporated,” describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
6. Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
7. Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
8. This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project’s environmental effects in whatever format is selected.
9. The explanation of each issue should identify:
 - a) the significance criteria or threshold, if any, used to evaluate each question; and
 - b) the mitigation measure identified, if any, to reduce the impact to less than significance.

3.1 AESTHETICS

ENVIRONMENTAL ISSUES	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
I. Aesthetics.				
Except as provided in Public Resources Code section 21099 (where aesthetic impacts shall not be considered significant for qualifying residential, mixed-use residential, and employment centers), would the project:				
a) Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage points.) If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

AFFECTED ENVIRONMENT

The project site is located in the Southport area of the city along the west bank of the Sacramento River. The area is composed primarily of suburban development and agricultural fields with some light commercial uses (e.g., Sacramento Yacht Club and Sherwood Harbor Marina) and riparian corridors. At street level, views of the site are dominated by the new Southport EIP levee in the foreground and mature riparian vegetation in the background. From the top of Chicory Loop within the project site, expansive views of the Sacramento River and the downtown Sacramento skyline are represented. The interior of the site is dominated by dense riparian vegetation on both sides of Chicory Loop with two small ponds located northwest of the remnant levee.

DISCUSSION

a) Have a substantial adverse effect on a scenic vista?

A scenic vista is defined as a viewpoint that provides expansive views of a highly valued landscape for the benefit of the general public. As viewed from offsite from the northwest, only the tops of the trees within the project site are visible due to the screening provided by the new setback levee that extends along the site’s entire northwestern boundary. As viewed from the southeast along the Sacramento River, the views are limited to a dense riparian canopy adjacent to the river. As described further in response to question “c” below, the project would not change the site’s visual character from these viewpoints. Although a riparian landscape would generally be perceived as a valued landscape within a transitioning urban setting, the project would not be expected to have a substantial

adverse effect on a scenic vista because it would not change the offsite views of the existing riparian landscape. Therefore, the project would have **no impact** on scenic vistas.

b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?

The project site is not located within a state scenic highway and is not visible from a state scenic highway. Therefore, the proposed project would have **no impact** on the scenic resources of a state scenic highway.

c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage points.) If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?

Public views of the project site are provided from the northwest, primarily from Village Parkway, from the Sacramento River, and from within the project boundaries. From the northwest, the project site is visually screened by the new Southport setback levee. As viewed from the northwest, only the tops of the trees within the site are visible. Although the project includes the removal of non-native vegetation and limited vegetation clearing to accommodate recreational components, project implementation would not be expected to alter the visual characteristics of the tree canopy. The proposed small parking area consisting of approximately 10 parking stalls and portable restroom facilities located at the southwestern end of the site would be visible from Village Parkway. Although vehicles parked in these stalls and the portable restroom facilities would be visible from public viewpoints to the northwest, these facilities would be constructed directly adjacent to the Chicory Loop Southern Access Road and would be visually consistent with roadway uses. Therefore, the proposed project would not alter the site's visual character as viewed from public viewpoints to the northwest.

From the Sacramento River, the views of a dense riparian corridor experienced by recreational boaters would not be altered. Minor vegetation removal would occur to better accommodate pedestrian access to the river but no significant changes in the visual character of the site as viewed from the river would occur.

Within the boundaries of the project site, views of the habitat enhancements and recreational components would be most visible to travelers on the remnant portion of South River Road (now called Chicory Loop). Visual changes associated with project implementation would include areas of thinned and replanted vegetation, and other habitat enhancement and recreational components including viewing platforms, floating islands, viewing benches, trails, boardwalks, way-finding signage, portable restrooms and parking areas. The project also includes the removal of accumulated trash from the project site. Because the project would include enhancing the existing habitat, would construct recreational amenities that are generally perceived as having positive visual qualities, and would remove trash from the site, the internal views of the site would be expected to be improved rather than degraded. Therefore, the proposed project would not substantially degrade the existing visual character or quality of the project site and its surroundings and **no impact** would occur.

d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

The project would not include any new sources of light or glare. Construction would occur during daylight hours and the project does not include the installation of any nighttime lighting. Therefore, **no impact** on light or glare would occur with project implementation.

3.2 AGRICULTURAL AND FOREST RESOURCES

ENVIRONMENTAL ISSUES	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
II. Agricultural and Forest Resources.				
<p>In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997, as updated) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board.</p>				
Would the project:				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with existing zoning for agricultural use or a Williamson Act contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Result in the loss of forest land or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Involve other changes in the existing environment, which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

AFFECTED ENVIRONMENT

Both the riverside and interior portions of the project site currently support mature riparian woodland/forest, riparian scrub, and valley oak woodland habitats. The site does not contain Prime Farmland, Unique Farmland, Farmland of Statewide Importance, forest land, timber land, or timberland zoned Timberland Production. The site's land use designation is Open Space (OS) and its zoning designation is Public Open Space (POS).

DISCUSSION

- a) **Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?**

The project site does not include land designated by the California Farmland Mapping and Monitoring Program (FMMP) as Prime Farmland, Unique Farmland, or Farmland of Statewide Importance. Implementation of the proposed project would not result in the conversion of Prime Farmland, Unique Farmland, or Farmland of Statewide Importance, and would not interfere with activities on Farmlands. Therefore, there would be **no impact** on Farmland.

- b) **Conflict with existing zoning for agricultural use or a Williamson Act contract?**

The project site does not include land zoned for agricultural uses and is not located on land that is under Williamson Act contract. Therefore, there would be **no impact**.

- c) **Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?**

The project site does not include any land zoned for forest land, timberland, or Timberland Production. Therefore, there would be **no impact**.

- d) **Result in the loss of forest land or conversion of forest land to non-forest use?**

The project site supports mature riparian woodland/forest habitat. However, the proposed project does not propose to convert this habitat type and would not result in the loss of forest habitat. Therefore, there would be **no impact**.

- e) **Involve other changes in the existing environment, which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?**

The project site does not include any components that would cause the conversion of farmland or forest land. Therefore, there would be **no impact**.

3.3 AIR QUALITY

ENVIRONMENTAL ISSUES	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
III. Air Quality.				
Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied on to make the following determinations.				
Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

AFFECTED ENVIRONMENT

CLIMATE AND METEOROLOGY

The project site is located within the Sacramento Valley Air Basin (SVAB). The SVAB is bounded on the north by the Cascade Range, on the south by the San Joaquin Valley Air Basin, on the east by the Sierra Nevada, and on the west by the Coast Range. The project site is within the jurisdiction of the Yolo Solano Air Quality Management District (YSAQMD). YSAQMD adopts air quality rules and issues permits consistent with state regulations.

The SVAB has a Mediterranean climate characterized by hot, dry summers and cool, rainy winters. During the summer, daily temperatures range from 50 degrees Fahrenheit (°F) to more than 100°F. The average winter temperature is a moderate 49°F. The inland location and surrounding mountains shelter the area from much of the ocean breezes that keep the coastal regions moderate in temperature. Most precipitation in the area results from air masses that move in from the Pacific Ocean, usually from the west or northwest, during the winter months. The prevailing winds are moderate in speed and vary from moisture-laden breezes from the south to dry land flows from the north.

The mountains surrounding the SVAB create a barrier to airflow, which leads to the entrapment of air pollutants when meteorological conditions are unfavorable for transport and dilution. The highest frequency of poor-quality air movement occurs in the fall and winter when high-pressure cells are present over the SVAB. The lack of surface wind during these periods, combined with the reduced vertical flow caused by a decline in surface heating, reduces the influx of air and leads to the concentration of air pollutants under stable metrological

conditions. Surface concentrations of air pollutant emissions are highest when these conditions occur in combination with agricultural burning activities or with temperature inversions, which hinder dispersion by creating a ceiling over the area and trapping air pollutants near the ground.

Elevated levels of ozone typically occur May through October in the SVAB. This period is characterized by poor air movement in the mornings with the arrival of the Delta breeze from the southwest in the afternoons. In addition, longer daylight hours provide ample sunlight to fuel photochemical reactions between reactive organic gases (ROG) and oxides of nitrogen (NO_x), which form ozone. Typically, the Delta breeze transports air pollutants northward out of the SVAB; however, a phenomenon known as the Schultz Eddy prevents this from occurring during approximately half of the time from July to September. The Schultz Eddy phenomenon causes the wind to shift southward and blow air pollutants back into the SVAB. This phenomenon exacerbates the concentration of air pollutant emissions in the area and contributes to the area violating the ambient-air quality standards (Yolo Solano Air Quality Management District 2007).

The ambient concentrations of air pollutant emissions are determined by the amount of emissions released by pollutant sources and the atmosphere's ability to transport and dilute such emissions. Natural factors which affect transport and dilution include terrain, wind, atmospheric stability, and the presence of sunlight. Therefore, existing air quality conditions in the area are determined by such natural factors as topography, meteorology, and climate, in addition to the amount of emissions released by existing air pollutant sources, as discussed separately below.

CRITERIA POLLUTANTS

Concentrations of emissions of criteria air pollutants indicate the quality of the ambient air. A brief description of key criteria air pollutants in the SVAB and their health effects is provided below. Criteria air pollutants include ozone, carbon monoxide (CO), nitrogen dioxide (NO₂), sulfur dioxide (SO₂), respirable particulate matter (PM) with aerodynamic diameter of 10 micrometers or less (PM₁₀), fine PM with aerodynamic diameter of 2.5 micrometers or less (PM_{2.5}), and lead. However, ozone, PM₁₀, and PM_{2.5} are the criteria air pollutants of primary concern in the project area due to their nonattainment status with respect to the applicable National Ambient Air Quality Standards (NAAQS) and/or California Ambient Air Quality Standards (CAAQS).

Ozone - Ground-level ozone is not emitted directly into the air but is created by chemical reactions between NO_x and ROG. This happens when pollutants emitted by cars, power plants, industrial boilers, refineries, chemical plants, and other sources chemically react in the presence of sunlight. Ozone at ground level is a harmful air pollutant, because of its effects on people and the environment, and is the main ingredient in smog (EPA 2018b).

Acute health effects of ozone exposure include increased respiratory and pulmonary resistance, cough, pain, shortness of breath, and lung inflammation. Chronic health effects include permeability of respiratory epithelia and possibility of permanent lung impairment (EPA 2018b). Emissions of the ozone precursors ROG and NO_x have decreased over the past two decades because of more stringent motor vehicle standards and cleaner burning fuels (CARB 2013a).

Nitrogen Dioxide - NO₂ is a brownish, highly reactive gas that is present in all urban environments. The major human-made sources of NO₂ are combustion devices, such as boilers, gas turbines, and mobile and stationary reciprocating internal combustion engines. Combustion devices emit primarily nitric oxide (NO), which reacts

through oxidation in the atmosphere to form NO₂. The combined emissions of NO and NO₂ are referred to as NO_x and are reported as equivalent NO₂. Because NO₂ is formed and depleted by reactions associated with photochemical smog (ozone), the NO₂ concentration in a particular geographical area may not be representative of the local sources of NO_x emissions (EPA 2012).

Acute health effects of exposure to NO_x includes coughing, difficulty breathing, vomiting, headache, eye irritation, chemical pneumonitis, or pulmonary edema, breathing abnormalities, cyanosis, chest pain, rapid heartbeat, and death. Chronic health effects include chronic bronchitis and decreased lung function (EPA 2018b).

Particulate Matter - PM₁₀ is emitted directly into the air and includes fugitive dust, soot, and smoke from mobile and stationary sources, construction operations, fires and natural windblown dust, as well as PM formed in the atmosphere by reaction of gaseous precursors (CARB 2013b). PM_{2.5} includes a subgroup of smaller particles that have an aerodynamic diameter of 2.5 micrometers or less. PM₁₀ emissions in the SVAB are dominated by emissions from area sources, primarily fugitive dust from vehicle travel on unpaved and paved roads, farming operations, construction and demolition, and particles from residential fuel combustion. Direct emissions of PM₁₀ are projected to remain relatively constant through 2035. Direct emissions of PM_{2.5} have steadily declined in the SVAB between 2000 and 2010 and then are projected to increase slightly through 2035. Emissions of PM_{2.5} in the SVAB are primarily generated by the same sources as emissions of PM₁₀ (CARB 2013b).

Acute health effects of PM₁₀ exposure include breathing and respiratory symptoms, aggravation of existing respiratory and cardiovascular diseases, and premature death. Chronic health effects include alterations to the immune system and carcinogenesis (EPA 2018b).

Carbon Monoxide - CO is a colorless, odorless, and poisonous gas produced by incomplete burning of carbon in fuels, primarily from mobile (transportation) sources. Eighty-six percent of the nationwide CO emissions are from mobile sources. The remaining 14 percent consists of CO emissions from power generation, refineries, and industrial sources.

CO affects human health by entering the bloodstream through the lungs by combining with hemoglobin, which normally supplies oxygen to the cells. However, CO combines with hemoglobin much more readily than oxygen does, resulting in a drastic reduction in the amount of oxygen available to the cells. Adverse health effects associated with exposure to CO concentrations include such symptoms as dizziness, headaches, and fatigue. CO exposure is especially harmful to individuals who suffer from cardiovascular and respiratory diseases (CARB 2018a).

The highest concentrations of CO are generally associated with cold, stagnant weather conditions that occur during winter. In contrast to ozone, which tends to be a regional pollutant, CO tends to be localized. Emissions of CO have been declining statewide since the mid-1970s, when catalytic converters were first required in new vehicles. Despite increases in vehicle miles traveled (VMT), CO emissions are expected to continue to decrease into the future with the continuing improvement in automotive emission controls. Commercial and industrial fuel combustion and electric generation contribute a significant portion of the stationary source CO emissions. Areawide CO emissions are primarily from residential fuel combustion (including wood) and wildfires (CARB 2018b).

ATTAINMENT STATUS OF THE AIR BASIN

Both the U.S. Environmental Protection Agency (EPA) and the California Air Resources Board (CARB) designate areas of the state as attainment, nonattainment, maintenance, or unclassified for the various pollutant standards. An “attainment” designation for an area signifies that pollutant concentrations did not violate the standard for that pollutant in that area. A “nonattainment” designation indicates that a pollutant concentration violated the standard at least once, excluding those occasions when a violation was caused by an exceptional event, as identified in the criteria. A “maintenance” designation is assigned to areas where monitored pollutant concentrations exceeded an air quality standard in the past, but which are no longer in violation of that standard. An “unclassified” designation signifies that data do not support either an attainment or nonattainment status. In addition, each agency has several levels of classification used to further describe the severity of nonattainment conditions. For instance, the CARB classifies nonattainment areas into moderate, serious, or severe air pollution categories, with increasingly strict control requirements mandated for each.

The 2016 State Strategy for the State Implementation Plan (State SIP Strategy) describes CARB staff’s strategy to attain health-based federal air-quality standards over the next 15 years as part of the SIPs due in 2016 (CARB 2016a). The 2016 SIPs consist of a combination of State and local air-quality planning documents that must show how California will meet federal air quality standards for both ozone and fine particulate matter (PM_{2.5}). Measures contained in the SIP include, but are not limited to, deploying cleaner technologies, lowering NO_x engine standards, incentive funding to achieve further emissions reductions from on-road heavy duty vehicles, and low-emission diesel requirements for off-road equipment.

Locally, the Yolo-Solano Air Quality Management District (YSAQMD) is required to meet air quality standards set by CARB. Local districts that do not meet the state standards are required to prepare an air quality attainment plan (AQAP) for meeting certain standards. Counties in the Sacramento Federal Nonattainment Area have adopted the *Northern Sacramento Valley Planning Area 2015 Triennial Air Quality Attainment Plan*, which outlines strategies for achieving the ozone and fine particulates standards (Sacramento Valley Air Quality Engineering and Enforcement Professionals 2015).

The YSAQMD 1992 AQAP for attaining and maintaining State ambient air-quality standards for ozone is also updated every three years. The 2015 Triennial Assessment and Plan Update (Triennial Plan Update) discusses the progress the YSAQMD has made towards improving the air quality in its jurisdiction since its last Triennial Plan Update, and includes proposed commitments for the 2015–2017 period (Yolo-Solano Air Quality Management District 2016).

Ambient air quality in the project area and vicinity is monitored and regulated by the YSAQMD. Table 1 summarizes the attainment status of the YSAQMD and Table 2 summarizes YSAQMD Thresholds of Significance. The area is designated as nonattainment for PM_{2.5} (federal), PM₁₀ (State), and ozone (federal and State). Ozone and particulate matter are respiratory irritants that can cause serious health problems. Reactive organic gases (ROGs) and nitrogen oxides (NO_x) are ozone precursors. Vehicle emissions, such as from light and heavy-duty vehicles traveling on roads and agricultural vehicles and equipment, contribute to ozone precursors and particulate matter. Wind-blown dust from dirt roads and agricultural activities, as well as from open burning of burn piles, also contributes to particulate matter. Diesel particulate matter is a component of inadequately filtered diesel exhaust and is considered to be a toxic air contaminant.

ODORS

Objectionable or offensive odors rarely cause physical harm; however, because they are unpleasant they may lead to distress among the public and can generate citizen complaints to local governments. Odor impacts vary in frequency and severity, depending on the nature of the source, the wind direction, and the location of sensitive receptors. Existing sources of odors within the project area include diesel exhaust from vehicles traveling on local roads and from agricultural vehicles and equipment.

TABLE 1 FEDERAL AND STATE ATTAINMENT STATUS

Pollutant	National Attainment Status	California Attainment Status
Carbon monoxide	Attainment	Attainment
Lead	Attainment	Attainment
Nitrogen Dioxide	Attainment	Attainment
Particulate matter (PM10)	Unclassified	Nonattainment
Fine particulate matter (PM2.5)	Nonattainment	Unclassified
Ozone	Nonattainment	Nonattainment
Sulfur dioxide	Attainment	Attainment
Hydrogen sulfide	No national standards	Unclassified
Sulfates	No national standards	Attainment
Vinyl Chloride	No national standards	Unclassified
Visibility-reducing particles	No national standards	Unclassified

Source: Yolo/Solano Air Quality Management District 2020.

SENSITIVE RECEPTORS

Sensitive receptors are generally considered to include those land uses where exposure to pollutants could result in health-related risks to sensitive individuals, such as children or the elderly. Residential dwellings, schools, daycare facilities, playgrounds, hospitals, residential care facilities, and similar facilities are of primary concern because of the presence of individuals particularly sensitive to pollutants and/or the potential for increased and prolonged exposure of individuals to pollutants. The nearest sensitive receptors to the project site include residences located approximately 600 feet to the southeast across the Sacramento River within the Little Pocket neighborhood of the City of Sacramento, and residences located approximately 850 feet to the north along Tamarack Road within the Southport area of the City of West Sacramento.

TOXIC AIR CONTAMINANTS

Air quality regulations also focus on toxic air contaminants (TACs) or in federal parlance, hazardous air pollutants (HAPs). TACs are a defined set of airborne pollutants that may pose a present or potential hazard to human health. A TAC is defined as an air pollutant that may cause or contribute to an increase in mortality or in serious illness, or that may pose a hazard to human health. TACs are usually present in minute quantities in the ambient air; however, their high toxicity or health risk may pose a threat to public health even at low concentrations.

A wide range of sources, from industrial plants to motor vehicles, emit TACs. The health effects associated with TACs are quite diverse and generally are assessed locally, rather than regionally. TACs can cause long-term health effects such as cancer, birth defects, neurological damage, asthma, bronchitis, or genetic damage; or short-term acute affects such as eye watering, respiratory irritation (a cough), running nose, throat pain, and headaches.

In general, for those TACs that may cause cancer, there is no concentration that does not present some risk. In other words, there is no threshold level below which adverse health impacts may not be expected to occur. This contrasts with the criteria air pollutants for which acceptable levels of exposure can be determined and for which the ambient standards have been established. Instead, the U.S. Environmental Protection Agency (EPA) and California Air Resources Board (CARB) regulate HAPs and TACs, respectively, through statutes and regulations that generally require the use of the maximum or best available control technology for toxics (MACT and BACT) to limit emissions. These, in conjunction with additional rules set forth by the YSAQMD, establish the regulatory framework for TACs. To date, CARB has identified over 21 TACs and has adopted the EPA's list of HAPs as TACs. Most recently, diesel PM was added to the CARB list of TACs. There are no sources of TACs on the project site or within the immediate project vicinity.

DISCUSSION

a) Conflict with or obstruct implementation of the applicable air quality plan?

The YSAQMD attains and maintains air quality conditions in Yolo County through a comprehensive program of planning, regulation, enforcement, technical innovation, and promotion of the understanding of air quality issues. The clean air strategy of the YSAQMD includes the preparation of plans for the attainment of ambient air quality standards, adoption and enforcement of rules and regulations concerning sources of air pollution, and issuance of permits for stationary sources of air pollution. The YSAQMD also inspects stationary sources of air pollution and responds to citizen complaints, monitors ambient air quality and meteorological conditions, and implements programs and regulations.

All projects are subject to YSAQMD rules and regulations in effect at the time of construction. Specific rules applicable to the construction of the proposed project are intended to limit nuisance emissions, fugitive dust, and construction vehicle emissions. The proposed project would be required to comply with the local rules and requirements established by YSAQMD during all phases of construction. As a result, the proposed project would not include any development activities that would conflict with or obstruct implementation of any applicable air quality plan. Therefore, there would be **no impact**.

b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?

Construction emissions are described as "short term" or temporary in duration and have the potential to represent a significant impact with respect to air quality, especially fugitive PM₁₀ dust emissions. Fugitive dust emissions are primarily associated with soil excavation and fill activities and vary as a function of such parameters as soil silt content, soil moisture, wind speed, acreage of disturbance area, and miles traveled by construction vehicles on-site and off-site. ROG and NO_x emissions are primarily associated with gas and diesel equipment exhaust and the application of architectural coatings. Construction activities associated with site restoration activities would result in the temporary generation of ROG, NO_x, and PM₁₀ emissions from construction equipment during site

preparation, grading activities, vegetation planting, cleanup and other miscellaneous construction activities, and from material transport to the site and construction worker commute trips. The estimated daily volume of ROG, NO_x, and PM₁₀ emissions from construction activities has been identified in Table 2. The project would be expected to generate negligible emissions following site restoration.

The YSAQMD construction emission significance thresholds are not anticipated to be exceeded. Therefore, the project would not result in a cumulatively considerable net increase of any criteria pollutant for which the project region is designated as non-attainment under an applicable federal or state ambient air quality standard. This impact would be **less than significant**.

TABLE 2 ESTIMATED MAXIMUM DAILY SHORT-TERM CONSTRUCTION-GENERATED EMISSIONS

Source	ROG (tons/year)	NO _x (tons/year)	PM ₁₀ (lbs/day)
Total Unmitigated Construction Emissions ¹	0.13	1.28	5.0
YSAQMD Significance Threshold	10	10	80
Exceed Threshold?	No	No	No
¹ Emissions estimates based on CalEEMod computer modeling and assuming a maximum total disturbance area per day of less than one acre.			
Source: Data calculated by Douglas Environmental 2020.			

c) Expose sensitive receptors to substantial pollutant concentrations?

Construction activities within the project site would result in short-term emissions of diesel exhaust from on-site heavy-duty construction equipment. Particulate exhaust emitted from diesel-fueled engines (diesel PM) was identified as a TAC by the California Air Resources Board in 1998. The dose to which receptors are exposed (a function of construction and duration of exposure) is a primary factor used to determine health risk (i.e. potential exposure to TAC emission levels that exceed applicable standards). Dose is positively correlated with time, meaning that a longer exposure period would result in a higher exposure level for the maximally exposed individual. Thus, the risks estimated for a maximally exposed individual are higher if a fixed exposure occurs over a longer period of time. According to the state Office of Environmental Health Hazard Assessment (OEHHA), health risk assessments, which determine the exposure of sensitive receptors to TAC emissions, should be based on a 30-year exposure period; however, such assessments should be limited to the period/duration of activities associated with the project. In addition, since diesel PM is known to be highly dispersive, emissions would diffuse rapidly from the source, thus resulting in lower concentrations to which receptors could be exposed. Thus, because the use of mobilized equipment would be temporary (i.e., during a single construction season) and would combine with the dispersive properties of diesel PM, short-term construction activities would not result in exposure of sensitive receptors to substantial pollutant concentrations. Therefore, this impact would be **less than significant**.

d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?

Implementation of the proposed project would include the restoration of habitat and the construction of recreational amenities within the project site. These activities would not be expected to generate odors that would affect a substantial number of people. Therefore, this impact would be **less than significant**.

3.4 BIOLOGICAL RESOURCES

ENVIRONMENTAL ISSUES	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
IV. Biological Resources. Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or the U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations or by the California Department of Fish and Wildlife or the U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Have a substantial adverse effect on federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

AFFECTED ENVIRONMENT

The project site is located on the west bank of the Sacramento River, downstream of the confluence of the Sacramento and American Rivers, in the upper Sacramento Valley, and is located within the Great Central Valley California Floristic Province. On-site elevations range from approximately 0 feet above mean sea level (MSL) at the river bank to 40 feet MSL at the top of the old Chicory Loop levee and new setback levee. Much of the riverside portion of the project site is inundated during high river stages, at least once every 1 to 2 years on average. The project site includes two small ponds known as the Bees Lakes or as the Wood Duck Ponds. Both the riverside and interior portions of the project site currently support mature riparian woodland/forest, riparian scrub, and valley oak woodland habitats. Waterside riparian woodland and scrub along the riverbank provide Shaded Riverine Aquatic (SRA) habitat, which supports important in-stream habitat benefits for native fish and aquatic species in the adjacent river channel.

METHODS

Biological field reconnaissance and vegetation mapping for the project site was conducted by GEI Consultants, Inc. (GEI) ecologists Jennifer Burt and Brook Constantz on May 14, 2019 and by J. Burt on July 18, 2019. GEI ecologists also consulted with Leo Edson, who has been conducting seasonal bird surveys annually on the project site since 1992.

The California Department of Fish and Wildlife (CDFW) California Natural Diversity Database (CNDDDB) (CDFW 2019) and the California Native Plant Society (CNPS) online Inventory of Rare and Endangered Vascular Plants of California (CNPS 2019a) were queried for the project area. These reviews were centered on the Sacramento West U.S. Geologic Survey (USGS) 7.5-minute quadrangle, where the project site is located, and included the eight surrounding quadrangles. A list of resources under the jurisdiction of the U.S. Fish and Wildlife Service (USFWS) that could occur in the vicinity of the Bees Lakes area was obtained from the USFWS Information for Planning and Conservation (IPaC) website (USFWS 2019a), and the USFWS online map of critical habitat for Federally threatened and endangered species (USFWS 2019b) was reviewed. A list of special-status species and critical habitat under jurisdiction of the National Marine Fisheries Service (NMFS) was obtained from the NMFS California Species List Tool (NMFS 2019).

Additional information reviewed in preparation of this section included historic aerial imagery on www.historicaerials.com and Google Earth®, National Wetlands Inventory data, the Natural Resources Conservation Service (NRCS) Soil Survey (NRCS 2019), historical United States Geological Survey maps (USGS 2019), and the Draft and Final Environmental Impact Report (EIR) prepared for the Southport EIP (ICF International 2014).

HISTORICAL CONTEXT

Review of available historical topographic maps (including maps from 1907, 1916, 1948, 1954, 1967, 1992, 2012, and 2018; USGS 2019) and historical aerial photographs (dating from 1947, 1957, 1964, 1966, 1993, and 1994-2018; www.historicaerials.com and Google Earth®) of the project site reveal some temporal context helpful to understanding current site conditions. The Chicory Loop levee has been in place in the current-day alignment since before 1907 (which is the date of the earliest detailed USGS topo map available for the area). The current-day foot trail that runs on the high ground along the northern edge of the landside woodland was first mapped as a dead-end dirt road coming from the Chicory Loop levee in 1948, and this dirt road is also apparent on the earliest aerial photograph taken in 1947. The two ponds are not mapped on the earliest detailed USGS maps (from 1907 and 1916), but do show up on the 1948 map, indicating they probably formed at some point between 1916 and 1948. Based on their location adjacent to and landside of the levee, and their configuration and depth, these ponds likely formed as scour holes formed by erosion during a levee overtopping and/or breaching event during that time frame. The size and extent of the two ponds are mapped similarly from 1948 to present-day maps, except that the smallest pond is mapped slightly smaller in extent on the most recent maps and this is also evident from review of historical aerial photographs.

Review of historical aerial photographs reveals that the entirety of the riverside portion of the site has been densely wooded since the earliest photograph in 1947, but that California grape (*Vitis californica*) only became clearly dominant in portions of the riverside forest starting around 2005. On the landside portion of the site, the outer boundaries of the landside wooded areas have been consistent through the decades, having been directly

adjacent to (and constrained by) active agricultural uses from 1947 (or earlier), until the new flood control levee was constructed starting in 2017. Early aerial photographs from 1947 through 1966 show significantly less woody vegetation within the interior of the landside portion of the site than in the present day, with evidence of ongoing site disturbance and larger extents of open grassland vegetation and bare ground. The dirt road around the backside of the woodland appears to have extended further west/southwest of the large pond at one point, to a clearing adjacent to the pecan (*Carya illinoensis*) grove. The large pecan trees in that grove first become apparent on aerial photographs starting in 1957. There is a wide gap in available aerial photography between 1966 and 1993; the 1993 aerial photographs and beyond show the entirety of the landside area of the project site being densely wooded, similar to current conditions.

Long-term observations by local birders (Leo Edson and Michael Perrone, *pers. comm.*) who have been frequenting the site since the early 1990s, indicate that a number of mature Fremont cottonwood (*Populus fremontii*) and black willow (*Salix gooddingii*) trees have died in recent decades on the landside portion of the site, and the prevalence of young valley oaks (*Quercus lobata*) in the landside woodland canopy has increased. Increased abundances of California grape (*Vitis californica*) and various nonnative invasive species have also been observed over recent decades (Leo Edson, *pers. comm.*). Site users have additionally noticed increased trash dumping on site in recent years, particularly since the new developments and the new flood control levee were built.

Vegetation types on the project site were mapped in 2019 using recent aerial imagery and field surveys, following vegetation alliance classifications from Sawyer et al. (2009) and CNPS (2019b). The vegetation types mapped and their acreages within the project site are presented in Table 3.

The majority of the project site is vegetated with mature, dense riparian forest/woodland and riparian scrub vegetation, while areas around the periphery of the site and along the Chicory Loop remnant levee primarily support herbaceous nonnative annual grassland and/or ruderal plant communities, due to past agricultural uses and ongoing disturbance associated with levee construction, and operations and maintenance (O&M) activities.

RIPARIAN WOODLAND/FOREST VEGETATION

The tree canopy layer in the riparian woodland/forest vegetation types of the site is dominated largely by Fremont cottonwood and valley oak, with black willow and boxelder (*Acer negundo*) also prevalent (Table 3). Riparian woodland/forest is a broad vegetation category that includes many vegetation alliances, which are in turn primarily differentiated based on relative species dominance within the tree canopy, but all of these riparian forest/woodland communities share significant overlap in both overstory and understory community composition in the project area.

Fremont Cottonwood Forest - Fremont cottonwood forest on the project site is dominated by Fremont cottonwood, with box elder (*Acer negundo*), Northern California black walnut (*Juglans hindsii*), valley oak, Oregon ash (*Fraxinus latifolia*), and black willow (*Salix gooddingii*) as co-dominants. The shrub layer is dense to intermittent and is dominated by California grape (particularly in the riverside portion of the site), California blackberry (*R. ursinus*), and nonnative Himalayan blackberry (*Rubus armeniacus*), with scattered blue elderberry (*Sambucus nigra* ssp. *caerulea*). Edible fig (*Ficus carica*), arroyo willow (*Salix lasiolepis*), common buttonbush (*Cephalanthus occidentalis*) and sandbar willow (*Salix exigua*) are also present in areas that are frequently inundated during winter months. California grape is currently highly dominant in the understory of the riverside

portion of the site, growing with and over lower tree and scrub-shrub species and well into the cottonwood forest tree canopy, creating curtains of wild grape on many of the mature trees. In recent years, increasing mortality of mature cottonwood and willow trees with little to no new recruitment of young cottonwoods or willows has been observed on the landside portion of the project site, while young valley oaks have become more prevalent (Leo Edson, *pers. comm.*). These trends towards increasing valley oak cover are likely due to the lack of riverine or other canopy opening disturbances occurring on the interior of the site in recent decades, which would be needed to sustain continual recruitment of early seral species such as willow and cottonwood that require bare mineral soil and open canopy conditions for seedling growth.

TABLE 3 LAND COVER TYPES ON THE PROJECT SITE

Land Cover/Vegetation Type	Acres on Project Site
Riparian Forest/Woodland Habitat Types	
<i>Populus fremontii</i> Forest Alliance (Fremont cottonwood forest)	13.07
<i>Quercus lobata</i> Woodland Alliance (valley oak woodland)	10.24
<i>Acer negundo</i> Forest Alliance (boxelder forest)	0.69
<i>Populus fremontii</i> Forest Alliance/Developed (campground/marina)	0.21
<i>Salix gooddingii</i> Woodland Alliance (black willow woodland)	3.23
Riparian Scrub Habitat Types	
<i>Rubus armeniacus</i> Shrubland Semi-natural Alliance (Himalayan blackberry thickets)	1.34
<i>Ficus carica</i> Shrubland Semi-natural Alliance (Edible fig riparian scrub)	0.84
<i>Cephalanthus occidentalis</i> Shrubland Alliance (buttonbush thickets)	0.67
<i>Rubus ursinus</i> Shrubland Alliance (California blackberry thickets)	0.43
Other	
Open water/Duckweed blooms	2.65
Developed/Road	1.38
Annual grassland/ ruderal herbaceous vegetation	10.7
Pecan grove (<i>Carya illinoensis</i>)	0.82
Unvegetated (Beach/bare ground)	0.26
Ornamental landscaping	0.13
Total	46.66
Source: GEI Consultants, Inc. 2019	

Valley Oak Woodland - Valley oak woodland on the project site is dominated by valley oak, with box elder, white alder, Oregon ash, Northern California black walnut, interior live oak, and black willow regularly co-occurring in the tree canopy. The shrub layer tends to be well developed and includes California grape, California blackberry, Himalayan blackberry, and blue elderberry. Valley oak woodland stands are found at varying elevations and hydrologic conditions on the project site but only on the landside portion of the site, except on higher ground along the remnant levee. Young valley oak trees are becoming more prevalent in the landside areas of the project site in recent decades that were previously dominated by mixed cottonwood/willow vegetation (Leo Edson, *pers. comm.*). There are many large, mature oak trees on the project site, particularly along the northwest edge of the wooded area.

Black Willow Woodland - Black willow woodland shares similar community composition to Fremont cottonwood forest and valley oak woodland, except that black willow is dominant in the tree canopy. Boxelder and northern California black walnut are co-dominant in the tree canopy, and the shrub layer is primarily buttonbush and sandbar willow.

Boxelder Forest - Boxelder forest is characterized by boxelder being dominant or co-dominant in the tree canopy, with generally less than 5% cover by taller trees such as Fremont cottonwood, valley oak and black oak. Boxelder forest at the project site also includes white alder, Oregon ash, northern California black walnut, and California blackberry and California grape in the understory.

RIPARIAN SCRUB VEGETATION

Riparian scrub vegetation is generally defined by being lower-stature than riparian woodland/forest vegetation types, and are dominated by shorter tree or shrub species. Specific riparian scrub vegetation alliances present on site are described in further detail below.

California Blackberry and Himalayan Blackberry Shrublands - California blackberry thickets are prevalent within the project site understory and in tree canopy openings. California blackberry regularly co-occurs with California grape, which grows within and on top of the blackberry shrubs. California blackberry is often found adjacent to nonnative Himalayan blackberry stands but the two species do not tend to overlap spatially. Himalayan blackberry is an invasive species, and both native and nonnative blackberry species repress recruitment by riparian tree species.

Buttonbush Thickets - Buttonwillow occurs in the riparian forest understory in various locations on the project site, primarily around the margin of the larger pond where taller tree canopy was generally absent. In these areas, buttonbush is dominant in the shrub canopy and sandbar willow is also present.

Edible Fig Riparian Scrub - Edible fig riparian scrub occurs in one low-lying riverside portion of the project site, where fig is the dominant large shrub species. Boxelder and California blackberry can also be intermixed in this vegetation type where mapped on site, but where the vegetation is overgrown with California grape the shrubs can become nearly indistinguishable. Edible fig is an invasive species.

OTHER VEGETATION TYPES

Pecan Grove - A small grove of large pecan trees occurs at the northeast edge of the wooded portion of the site. These trees may be remnants of historical plantings for ornamental value or nut production, as pecan trees are not generally widely naturalized in the region. Pecan is not native to the region, and pecan seedlings and saplings have been observed recruiting in other portions of the project site in recent decades (Leo Edson, *pers. comm.*).

Open Water/Duckweed Blooms - The two ponds are mapped as open water/duckweed blooms. Duckweed blooms are dominated by small, floating aquatic herbs in the Arum family, including duckweed (*Lemna* sp.), which can provide an important food source for wood ducks and other aquatic wildlife.

Annual Grassland/Ruderal Herbaceous Vegetation - The most widespread vegetation type on the project site is annual grassland/ruderal herbaceous vegetation. This is due in significant part to the riparian forests and scrub vegetation types being split into multiple vegetation alliances based on species dominance patterns. Species

composition of areas mapped annual grassland/ruderal vegetation varies within the site, but generally they are dominated by nonnative annual grasses, including wild oats (*Avena fatua*), Italian rye grass (*Festuca perennis*), and foxtail barley (*Hordeum murinum*), with ripgut brome (*Bromus diandrus*), bermudagrass (*Cynodon dactylon*) and Johnsongrass (*Sorghum halepense*) also prevalent. Common horsetail (*Equisetum arvense*) occasionally occurs in wetter areas along the remnant levee and along edges of the woody riparian habitats. Nonnative forbs, such as yellow sweetclover (*Melilotus indicus*), yellow starthistle (*Centaurea solstitialis*), burclover (*Medicago polymorpha*), Italian thistle (*Carduus pycnocephalus*), hairy vetch (*Vicia villosa*), and milk thistle (*Silybum marianum*), also comprise a significant component of this vegetation type, particularly within more disturbed areas along the new levee O&M area and along some foot trails.

The slope of the new levee was seeded with native grasses following construction; these grasses are in an early phase of growth but evidence of young California barley (*Hordeum brachyantherum*), blue wildrye (*Elymus glaucus*), and slender wheatgrass (*Elymus trachycaulus*) plants were observed during the field survey.

WETLANDS AND WATERS OF THE U.S.

Under Section 404 of the Federal Clean Water Act (CWA), the U.S. Army Corps of Engineers (USACE) regulates discharge of dredged or fill material into aquatic features that qualify as waters of the United States; wetlands that support hydrophytic vegetation, hydric soil types, and wetland hydrology may also qualify for USACE jurisdiction under Section 404 of the CWA. Under Section 401 of the CWA, the Central Valley Regional Water Quality Control Board (RWQCB) regulates discharge of dredged or fill material into waters of the United States that drain to the Central Valley, to ensure such activities do not violate State or Federal water quality standards; the Central Valley RWQCB also regulates waters of the State, in compliance with the Porter-Cologne Water Quality Control Act. In addition, diversions, obstruction, or changes to the natural flow or bed, channel, or bank of any river, stream, or lake, or impacts to associated riparian vegetation, may be subject to regulatory approval of CDFW pursuant to Section 1602 of the California Fish and Game Code.

A jurisdictional delineation of wetlands and other waters of the United States was conducted for the entire Southport EIP project boundary including the Bees Lakes area. The delineation indicated that the Bees Lakes ponds, as well as areas below the ordinary high water mark riverside of the remnant levee, are jurisdictional waters of the United States (ICF International 2014). Low lying portions of the interior of the project site, particularly the swale that links the two ponds hydrologically during high water events and low lying areas adjacent to the ponds on either side, are regularly shallowly inundated during periods when river stages are high (Leo Edson, *pers. comm.*) and support hydrophytic vegetation including buttonbush and boxelder. Uplands on site include all areas of the project site on high ground that do not routinely become inundated, including areas along the remnant levee and new levee slopes, and the strip of higher ground along the northern edge of the wooded portion of the site.

SENSITIVE NATURAL COMMUNITIES

Most of the native plant communities present on site are considered sensitive natural communities by CDFW, including Fremont cottonwood forest, valley oak woodland, black willow woodland, boxelder forest, California blackberry shrublands, and buttonwillow thickets (CDFG 2010). Additionally, most woody vegetation on the project site would likely be subject to jurisdiction of CDFW as riparian-associated habitats under California Fish

and Game Code section 1602. Many of the larger trees within the project site also meet the definition of heritage or landmark trees as defined in the City of West Sacramento Tree Preservation Ordinance.

INVASIVE PLANT SPECIES

The most commonly observed woody invasive plants on the project site include Himalayan blackberry, which occurs in large patches in portions of the riparian forest understory and in some open canopy sites, and edible fig, which is scattered throughout the site but primarily in the riverside portion, both of these species are rated invasive by the California Invasive Plant Council (CalIPC 2019). This rating is important in identifying plant species that may limit habitat biodiversity. Additional plants present on the project site rated invasive by CalIPC include English ivy (*Hedera helix*), giant reed (*Arundo donax*), Russian olive (*Elaeagnus angustifolia*), and glossy privet (*Ligustrum lucidum*). Nonnative trees present in low numbers within the interior woodlands of the site, that are not rated invasive by CalIPC include a small grove of mature pecan trees and scattered pecan saplings, and occasional Chinese pistache (*Pistacia chinensis*) and almond (*Prunus dulcis*) trees. Other species rated as invasive by CalIPC on the site include nonnative annual grasses (wild oats, Italian rye grass, foxtail barley, ripgut brome, bermuda grass), Johnsongrass, yellow starthistle, Italian thistle, yellow sweetclover, burclover, hairy vetch, and milk thistle (CalIPC 2019). Scattered poison hemlock (*Conium maculatum*) plants were also observed within the project site.

WILDLIFE

The project site provides high quality habitat for an abundance of birds and other wildlife. Large trees within the riparian woodlands provide nesting and roosting habitat for raptors, songbirds, herons, and egrets, while dense and diverse understory riparian vegetation and the Bees Lakes ponds provide quality habitat for various songbirds, amphibians, reptiles and mammals. The annual grasslands surrounding the periphery of the site provide an additional element of habitat diversity for terrestrial wildlife.

The project area, which is also referred to by birders as Wood Duck Lake and Wood Duck Ponds, is a popular destination for local birders and is listed on the eBird citizen science database as the Wood Duck Lake hotspot (eBird 2019). The eBird checklist of bird observations includes 178 species, which is one of the highest totals for eBird hotspots in Yolo County (eBird 2019). It is also considered as a prime birding site by Yolo Audubon Society (YAS 2019). Mature cottonwoods provide suitable habitat for cavity-nesting birds including wood duck (*Aix sponsa*), downy woodpecker (*Picoides pubescens*), Nuttall's woodpecker (*Picoides nuttallii*), ash-throated flycatcher (*Myiarchus cinerascens*), and tree swallow (*Tachycineta bicolor*). Raptors are also known to nest in mature riparian woodland including red-shouldered hawk (*Buteo lineatus*), red-tailed hawk (*Buteo jamaicensis*), and Swainson's hawk (*Buteo swainsoni*); in recent years Swainson's hawk were documented nesting within the project site. Other native bird species known to nest on the project site include yellow-billed magpie (*Pica nuttalli*), western scrub-jay (*Aphelocoma californica*), Bewick's wren (*Thryomanes bewickii*), and California quail (*Callipepla californica*).

The project site is also known to provide important "stopover" habitat for migratory birds including species of warblers, tanagers, vireos, and flycatchers. Stopover sites are places for birds to rest, refuel, and seek shelter during their bi-annual migration, the most perilous stage of a bird's lifecycle. The project site also provides habitat for winter range habitat for a number of migratory bird species. The project site is known to provide habitat suitable for amphibians, reptiles and mammals, including bullfrog (*Lithobates catesbeianus*), red-eared slider

(*Trachemys scripta elegans*), western pond turtle (*Actinemys marmorata*), raccoon (*Procyon lotor*), striped skunk (*Mephitis mephitis*), and Virginia opossum (*Didelphis virginiana*).

FISH

The project site is adjacent to the Sacramento River, which supports a diversity of native and nonnative fish species. During high river flows, the riverside wooded portion of the project site becomes shallowly inundated and provides flooded riparian habitat for fishes, as well as foodweb benefits to the riverine ecosystem via the flushing of organic matter and insects from the forests/woodlands into the riverine ecosystem. The riparian forest vegetation along the river's edge also provides SRA habitat for fishes and other aquatic species in the Sacramento River channel.

A number of native and nonnative fish species are common in the Sacramento River in the vicinity of the project site. Common native fishes occurring in this region include Sacramento sucker (*Catostomus occidentalis*), Sacramento pikeminnow (*Ptychocheilus grandis*), Sacramento splittail (*Pogonichthys macrolepidotus*), Sacramento blackfish (*Orthodon microlepidotus*), hardhead (*Mylopharodon conocephalus*), speckled dace (*Rhinichthys osculus*), California roach (*Lavinia symmetricus*), hitch (*Lavinia exilicauda*), fathead minnow (*Pimephales promelas*), threespine stickleback (*Gasterosteus aculaetus*), prickly sculpin (*Cottus asper*), and tule perch (*Hysterocarpus traski*) (ICF International 2014). A large diversity of nonnative fishes are prevalent in the Sacramento River, including species such as goldfish (*Carassius auratus*), carp (*Cyprinus carpio*), threadfin shad (*Dorosoma petenense*), American shad (*Alosa sapidissima*), channel catfish (*Ictalurus punctatus*), mosquito fish (*Gambusia affinis*), striped bass (*Morone saxatilis*), largemouth bass (*Micropterus salmoides*), redeye bass (*M. coosae*), spotted bass (*M. punctulatus*), small mouth bass (*M. dolomieu*), Bigscale logperch (*Percina macrolepida*), Bluegill (*Lepomis macrochirus*), Green sunfish (*L. cyanellus*), and redear sunfish (*L. microlophus*) (ICF International 2014). Multiple special-status fish species also occur in the Sacramento River adjacent to the project area, including anadromous fish such as salmonids, lamprey, and sturgeon, and migratory fish species that may spawn within the study area along shallow river margins, as described in further detail below in the discussion of Special Status Species.

It is unknown whether the Bees Lakes ponds currently support any fish species. Intraoffice correspondence memos by California Department of Fish and Game staff dating from 1956 indicate that the ponds at that time were popular with local anglers.

SPECIAL STATUS SPECIES

Special-status species typically include plants and animals that fall into any of the following categories:

- taxa (i.e., species and other taxonomic categories) officially listed, or candidates or proposed for listing, by the Federal government or the State of California as endangered, threatened, or rare;
- fish and wildlife identified by CDFW as species of special concern or listed as Fully Protected under the Fish and Game Code; or
- plants considered by CDFW to be “rare, threatened, or endangered in California”, or designated as “special plants” by CDFW

Plant taxa are assigned by CDFW to one of the following six California Rare Plant Ranks (CRPRs); all plants with a CRPR are considered “special plants” by CDFW:

- CRPR 1A—Plants presumed to be extinct in California;
- CRPR 1B—Plants that are rare, threatened, or endangered in California and elsewhere;
- CRPR 2A—Plants that are presumed extirpated in California, but are more common elsewhere;
- CRPR 2B—Plants that are rare, threatened, or endangered in California but more common elsewhere;
- CRPR 3—Plants about which more information is needed (a review list); or
- CRPR 4—Plants of limited distribution (a watch list).

The determination of what special-status species could potentially occur on the project site was based primarily on queries of the CNDDDB (CDFW 2019) and CNPS online Inventory of Rare and Endangered Vascular Plants of California (CNPS 2019a).

Special Status Plants - Table 4 provides information on special-status plant species that were evaluated to have potential to occur on the project site, including status, blooming period, habitat associations, and likelihood of occurrence. A total of 31 special-status plant species were identified as having documented extant or historical occurrences in the 9-quad CNDDDB and CNPS search area (CDFW 2019, CNPS 2019a). Based on the review of existing documentation and observations made during field surveys, suitable habitat or microhabitat for most of the special-status plant species that were evaluated is absent from the project site. However, eight plant species were determined to have low potential to occur on the project site: bristly sedge (*Carex comosa*), Parry's rough tarplant (*Centromadia parryi* ssp. *rudis*), Peruvian dodder (*Cuscuta obtusiflora* var. *glandulosa*), Boggs Lake hedge-hyssop (*Gratiola heterosepala*), woolly rose-mallow (*Hibiscus lasiocarpus* var. *occidentalis*), Mason's lilaepsis (*Lilaeopsis masonii*), Sanford's arrowhead (*Sagittaria sanfordii*), and Suisun Marsh aster (*Symphyotrichum lentum*).

Lake margins and emergent marshes are habitats associated with bristly sedge, Parry's rough tarplant, Peruvian dodder, Boggs Lake hedge-hyssop, Sanford's arrowhead, and Suisun Marsh aster. However, the margins of the Bees Lakes ponds are mostly surrounded by dense woody vegetation, reducing potential habitat suitability for these species. Mason's Lilaeopsis, woolly rose-mallow, and Suisun marsh aster could occur along the Sacramento River bank, but high river flows and boat wake disturbance likely minimizes establishment by these species on the project site. None of these plant species were observed during site reconnaissance efforts.

Special Status Fish and Wildlife Species - Because the project site includes high quality riparian forest and scrub-shrub habitats and the adjacent Sacramento River, the site has moderate to high potential to support numerous special-status fish and wildlife species, including: Valley elderberry longhorn beetle (VELB; *Desmocerus californicus dimorphus*), western pond turtle (*Emys marmorata*), Swainson's hawk (*Buteo swainsoni*), white-tailed kite (*Elanus leucurus*), purple martin (*Progne subis*), green sturgeon (*Acipenser medirostris*), Delta smelt (*Hypomesus transpacificus*), Central Valley spring-run, fall/late fall-run, and Sacramento River winter-run Chinook salmon (*Oncorhynchus tshawytscha*), California Central Valley steelhead

TABLE 4 SPECIAL-STATUS PLANTS THAT HAVE POTENTIAL TO OCCUR IN THE PROJECT SITE

Species	Blooming Period	Status ¹		Habitat Associations	Potential to Occur in Project Site
		Federal	State		
Bristly sedge <i>Carex comosa</i>	May-Sep	–	2B.1	Marshes and swamps along lake margins; wet places.	Low; marginally suitable habitat may occur around edges of Bees Lakes ponds and pond overflow areas. Nearest recorded occurrence is approximately 17 miles from project site.
Parry's rough tarplant <i>Centromadia parryi</i> <i>ssp. rudis</i>	May-Oct	–	4.2	Grassland, edges of marshes and vernal pools, disturbed sites.	Low; marginally suitable habitat may occur near edges of ponds and other wet areas but these are mostly heavily vegetated with woody vegetation. Nearest recorded occurrence is approximately 5 miles west of project site.
Peruvian dodder <i>Cuscuta obtusiflora</i> <i>var. glandulosa</i>	Jul-Oct	–	2B.2	Freshwater marshes and swamps.	Low; potentially suitable habitat could occur along Bees Lakes pond margins. Nearest recorded occurrence is ~9 miles southeast of project site.
Boggs Lake hedge-hyssop <i>Gratiola heterosepala</i>	Apr-Aug	–	SE/1B.2	Marshes and swamps (lake margins), vernal pools, clay soils.	Low; marginal habitat may occur along the margins of Bees Lakes ponds or swales, but the edges of these ponds are mostly heavily vegetated with woody vegetation. Nearest recorded occurrence is approximately 10 miles southeast of project site.
Woolly rose-mallow <i>Hibiscus lasiocarpus</i> <i>var. occidentalis</i>	Jun-Sep	–	1B.2	Marshes and swamps (freshwater), wet banks, often in riprap on sides of levees.	Low; potentially suitable habitat on Sacramento River bank but high river flows and boat wakes likely reduce habitat suitability. Nearest recorded occurrence is approximately 12 miles north of project site.
Mason's Lilaeopsis <i>Lilaeopsis masonii</i>	Apr-Nov	–	R/1B.1	Intertidal marshes (brackish or freshwater), riverbanks, generally found in tidal zones on bare depositional soils in the Delta.	Low; habitat may be present along Sacramento River bank, but river flows and boat wakes likely reduce habitat suitability. Nearest recorded occurrence is along the Sacramento Deep Water Ship Channel approximately 4 miles southwest of project site.
Sanford's arrowhead <i>Sagittaria sanfordii</i>	May-Oct(Nov)	–	1B.2	Shallow freshwater marshes and swamps.	Low; marginally suitable habitat may occur on margins of Bees Lakes, but edges of ponds are mostly wooded. Nearest recorded occurrence is approximately 1.5 miles east of project site.
Suisun Marsh aster <i>Symphyotrichum lentum</i>	(Apr)May-Nov	–	1B.2	Marshes and swamps (brackish and freshwater)	Low; marginally suitable habitat may occur on the margins of Bees Lakes or along the Sacramento River bank, but edges of ponds are mostly wooded and high flows and boat wakes on river likely reduce habitat suitability. Nearest recorded occurrence is approximately 3.5 miles west of project site.

Species	Blooming Period	Status ¹		Habitat Associations	Potential to Occur in Project Site
		Federal	State		
¹Status Definitions:					
<u>Federal Status</u>					
FT = Federally Threatened					
FE = Federally Endangered					
– = No status					
<u>State Status</u>					
SE = State Endangered					
R = Rare under the California Native Plant Protection Act; this category is not used for newly listed plants, but some plants previously listed as rare retain this designation.					
<u>California Rare Plant Ranks</u>					
1B = Plant species considered rare or endangered in California and elsewhere					
2B = Plant species considered rare or endangered in California but more common elsewhere					
3 = Plant species about which more information is needed (a review list)					
4 = Plant species of limited distribution (a watch list)					
<u>California Rare Plant Rank Extensions</u>					
.1 = Seriously endangered in California (greater than 80 percent of occurrences are threatened and/or have a high degree and immediacy of threat)					
.2 = Fairly endangered in California (20 to 80 percent of occurrences are threatened and/or have a moderate degree and immediacy of threat)					
.3 = Not very endangered in California					
Sources: CDFW 2019; CNPS 2019a; USFWS 2019a; ICF 2014					

(*Oncorhynchus mykiss irideus*) distinct population segment (DPS), Pacific lamprey (*Entosphenus tridentatus*), river lamprey (*Lampetra ayresi*), Sacramento splittail (*Pogonichthys macrolepidotus*), and longfin smelt (*Spirinchus thaleichthys*). Table 5 presents information on the species that were determined to have potential to occur on the project site.

VELB is associated with riparian and oak savannah habitats wherever its obligate host plant, blue elderberry, occurs. Many blue elderberry shrubs with sufficient size to support VELB are scattered throughout both the landside and riverside portions of the project site. Western pond turtle has been regularly observed in the Bees Lakes ponds. Swainson’s hawk have been recently and regularly documented to nest in large trees of the project site, though their use of the site will likely become less frequent over time due to extensive nearby residential and commercial developments reducing the available area of adjacent agricultural foraging habitat.

The Sacramento River is designated critical habitat for several Federally-listed Threatened or Endangered fish, including Delta smelt, Chinook salmon Central Valley spring-run and Sacramento River winter-run, California Central Valley steelhead DPS, and green sturgeon southern DPS. Critical habitat includes certain physical or biological features that are considered by NMFS or USFWS as essential to the conservation of the fish or and that may require special management considerations or protection. The Sacramento River is also considered essential fish habitat for Chinook salmon, which includes waters and substrate necessary for spawning, breeding, feeding, and growth to maturity within currently and historically accessible habitat. The riverside portion of the project site likely provides limited vegetated floodplain habitat for many of these special-status species when these areas become shallowly inundated during periods of high river flows.

TABLE 5 SPECIAL-STATUS FISH AND WILDLIFE SPECIES THAT HAVE POTENTIAL TO OCCUR IN THE PROJECT SITE

Species	Status		Habitat Associations	Potential to Occur in Project Site
	Federal	State		
Invertebrates				
Valley elderberry longhorn beetle <i>Desmocerus californicus dimorphus</i>	T	–	Riparian and oak savanna habitats with blue elderberry shrubs, which are the obligate host plant for the beetle larvae.	High; many large blue elderberry shrubs are present in riparian habitat. Species has been documented near the project site.
Reptiles				
Giant garter snake <i>Thamnophis gigas</i>	T	T	Open water associated with marshes, slow moving rivers, streams, sloughs, and irrigation/drainage ditches within the Central Valley. Requires emergent herbaceous vegetation, and grassy banks and adjacent upland habitat for cover and refuge from flooding.	Very low; although on-site ponds may be considered suitable aquatic habitat, surrounding riparian vegetation is unsuitable and ponds are not connected to suitable aquatic habitat elsewhere. Closest known occurrence approximately 3 miles west of project area.
Western pond turtle <i>Actinemys marmorata</i>	–	SSC	Permanent or nearly permanent water bodies with abundant vegetation and rocky or muddy bottoms; also requires basking sites such as logs, rocks, cattail mats, and exposed banks; nests in .	High; regularly observed in Bees Lakes ponds;.
Birds				
Tricolored blackbird <i>Agelaius tricolor</i>	–	T	Forages in grasslands, agricultural fields, flooded land and along edges of ponds. Nests in dense cattails, tules, and other dense vegetation, often near freshwater.	Low; nest colonies have been documented within 2 miles of project site and has been observed occasionally onsite, but habitat is only marginally suitable .
Golden eagle <i>Aquila chrysaetos</i>	–	FP	Variety of habitats in foothills, mountains, high plains, and desert; primarily nests on cliffs in steep canyons, but also in large trees in open areas.	Very low; no nesting habitat is present in the immediate vicinity of the project site, and species is not known to have been observed onsite.
Grasshopper sparrow <i>Ammodramus savannarum</i>	–	SSC	Nests and forages in natural grasslands with a mix of grasses, forbs, and scattered shrubs, typically on rolling hills and lowland plains.	Very low; project site does not provide suitable grassland habitat, but an unconfirmed sighting has been documented in the project vicinity.
Burrowing owl <i>Athene cunicularia</i>	–	SSC	Nest and forages in grasslands and agricultural fields with natural of artificial burrows or friable soils.	Very low; grassland habitat on project site is of marginal quality and regularly disturbed by maintenance activities. Burrowing owls have been documented at many locations within 5 miles of the project site but were not detected during intensive monitoring of Southport EIP construction.
Swainson's hawk <i>Buteo swainsoni</i>	–	T	Forages in grasslands and agricultural fields; nests in large trees in woodlands or in scattered trees	High; known to nest on the project site.

Species	Status		Habitat Associations	Potential to Occur in Project Site
	Federal	State		
Western yellow-billed cuckoo <i>Coccyzus americanus occidentalis</i>	T	E	Nests in extensive riparian thickets or forests with dense, low-level or understory vegetation. Forages in a variety of riparian habitats.	Very low; project site provides suitable foraging habitat for migrant individuals, but nearest potentially extant breeding population is more than 20 miles north of project site.
White-tailed kite <i>Elanus leucurus</i>	–	FP	Forages in grasslands and agricultural fields; nests in woodlands and isolated trees.	High; regularly observed on project site, which provides suitable nesting habitat; several nest sites previously known from project vicinity, but species not observed nesting on site since new levee constructed (Leo Edson, <i>pers. comm.</i>).
Bald eagle <i>Haliaeetus leucocephalus</i>	–	E	Coastal shorelines and wetlands, lakes, reservoirs, and rivers. Nests in large trees, typically in mountain and foothill forests and woodlands near reservoirs, lakes, and rivers.	Very low; does not nest in the project vicinity and has rarely been documented in the project site vicinity. .
Song sparrow (“Modesto” population) <i>Melospiza melodia</i>	–	SSC	Nests and forages in emergent freshwater marsh and riparian scrub and woodland.	Low; marginally suitable nesting habitat occurs on project site, and this subspecies nests in marsh and riparian habitat in the region. However, this species is generally absent during the nesting season, and individuals that occur at other times of year are likely a different subspecies.
Purple martin <i>Progne subis</i>	–	SSC	Nests in abandoned woodpecker holes in deciduous trees in wooded and riparian habitats, also nests under elevated freeways and bridges in urban areas. Forages in adjacent open habitats.	Moderate; has been documented onsite, but no suitable nesting habitat. Individuals from nearby nest colonies could forage over the project site.
Bank swallow <i>Riparia riparia</i>	–	T	Nests in vertical banks or bluffs of suitable soil, typically adjacent to water, and forages in adjacent open habitat.	Low; project site does not provide suitable nesting habitat, and no nest colonies occur nearby. Migrant individuals could forage over the site.
Least Bell's vireo <i>Vireo bellii pusillus</i>	E	E	Typically occurs in structurally diverse riparian habitat with dense shrub layer. Though historically in Sacramento Valley region, all known extant populations are in Santa Barbara County or further south.	Very low; project site provides marginally suitable habitat, but species has not been documented onsite and has been largely extirpated from the Central Valley. However, it is presumed to have attempted to nest in 2010 and 2011 in the Yolo Bypass Wildlife Area, approximately 5 miles west of the project site.

Species	Status		Habitat Associations	Potential to Occur in Project Site
	Federal	State		
Yellow-headed blackbird <i>Xanthocephalus xanthocephalus</i>	–	SSC	Nests in dense freshwater emergent vegetation near deep water, often near lakes or ponds; winters in open agricultural fields and pastures.	Very low; project site provides marginally suitable habitat, but species has not been documented onsite and only known occurrence from the project vicinity is more than 100 years old.
Mammals				
Pallid bat <i>Antrozous pallidus</i>	–	SSC	Variety of habitats, including woodland, forest, grassland, and desert; roosts in tree cavities, rock crevices, mines, caves, and human structures.	Very low; project site provides very limited and marginal quality roosting habitat. No known occurrences from Sacramento or Yolo County in past 50 years.
American badger <i>Taxidea taxus</i>	–	SSC	Various dry habitats, including open forest shrubland and grassland; requires friable soils and open ground for burrowing.	Very low; project site provides poor habitat, and only known occurrence from the project vicinity is more than 80 years old.
Fishes				
Green sturgeon – Southern DPS <i>Acipenser medirostris</i>	T, X	–	Green sturgeons spend most of their lives in coastal marine waters, estuaries, and the lower reaches of large rivers.	High; anadromous, migratory and seasonal rearing habitat.
Sacramento perch <i>Archoplites interruptus</i>	–	SSC	Sacramento/San Joaquin flowing and standing waters. Historically found in the sloughs, slow-moving rivers, and lakes of the Central Valley.	Low; habitat marginal in project vicinity.
Pacific lamprey <i>Entosphenus tridentatus</i>	–	SSC	Adults live in the ocean and migrate into freshwater to spawn. Juveniles rear in freshwater. Requires cold, freshwater streams with suitable gravel for spawning and incubation.	High; anadromous, occurs in lower Sacramento River during migration.
Delta smelt <i>Hypomesus transpacificus</i>	T, X	E	Delta Smelt are small, euryhaline fish primarily occurring in shallow, low-salinity regions of the San Francisco Estuary.	Moderate; semi-anadromous, adults and juveniles may occur seasonally but typically occurs downstream of Isleton.
River lamprey <i>Lampetra ayresi</i>	–	SSC	Adults live in the ocean and migrate into freshwater to spawn. Juveniles rear in freshwater.	High; anadromous, occurs in the Sacramento River.
Steelhead – California Central Valley DPS <i>Oncorhynchus mykiss irideus</i>	T, X	–	In the Sacramento and San Joaquin rivers and their tributaries.	High; anadromous, migratory and seasonal rearing habitat.
Chinook salmon – Central Valley fall/late fall-run ESU <i>Oncorhynchus tshawytscha</i>	SC	SSC	Requires cold, freshwater streams with suitable gravel for spawning; rears in seasonally inundated floodplains, rivers, and tributaries, and in the Delta.	High; anadromous, migratory and seasonal rearing habitat.
Chinook salmon – Central Valley spring-run ESU <i>Oncorhynchus tshawytscha</i>	T, X	T	Sacramento/San Joaquin flowing waters, adult numbers depend on pool depth and volume, amount of cover, and proximity to gravel. Water temps >27 C are lethal to adults.	High; anadromous, migratory and seasonal rearing habitat.

Species	Status		Habitat Associations	Potential to Occur in Project Site
	Federal	State		
Chinook salmon – Sacramento River winter-run ESU <i>Oncorhynchus tshawytscha</i>	E, X	E	Sacramento/San Joaquin flowing waters Sacramento River below Keswick Dam. Spawns in the Sacramento River, but not in tributary streams.	High; anadromous, migratory and seasonal rearing habitat.
Sacramento splittail <i>Pogonichthys macrolepidotus</i>	–	SSC	Estuary, freshwater marsh, Sacramento/San Joaquin flowing waters endemic to the lakes and rivers of the Central Valley, but now confined to the Delta, Suisun Bay and associated marshes.	High; resident/semi-anadromous, expected to be present during migration and spawning periods.
Longfin smelt <i>Spirinchus thaleichthys</i>	C	T	Estuary, euryhaline, nektonic and anadromous. Found in open waters of estuaries, mostly in middle or bottom of water column.	High; anadromous, seasonally migrates to spawn in freshwater habitats of upper estuary.

Notes: CNDDDB = California Natural Diversity Database, Delta = Sacramento–San Joaquin Delta, DPS = distinct population segment, EIP = Early Implementation Project, ESU = evolutionarily significant unit.

¹ **Status Definitions**
E = Listed as Endangered under the Federal or State Endangered Species Act
T = Listed as Threatened under the Federal or State Endangered Species Act
C = Candidate for listing as Threatened or Endangered under the State Endangered Species Act
FP = Fully Protected under the California Fish and Game Code
SC = NMFS Species of Special Concern
SSC = CDFW Species of Special Concern
X = Designated Critical Habitat
– = No status

Sources: CDFW 2019; USFWS 2019a; NMFS 2019; eBird 2019; ICF 2014

DISCUSSION

- a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or the U.S. Fish and Wildlife Service?**

The proposed project includes the focused removal and control of target invasive species. The most prevalent target invasive species are: Himalayan blackberry, which occurs in large patches in portions of the riparian forest understory and in some monoculture patches; and edible fig (*Ficus carica*), which is scattered throughout the site, primarily on the riverside portion. Both of these species are rated invasive by the California Invasive Plant Council (Cal-IPC 2020). Additional invasive plants present on the site that would be targeted for removal include English ivy (*Hedera helix*), giant reed (*Arundo donax*), Russian olive (*Elaeagnus angustifolia*), and glossy privet (*Ligustrum lucidum*).

The project also includes focused site grading necessary to improve the existing foot trails throughout the site, to construct ADA-accessible ramps and trails, and to install recreational components such as the viewing decks, boardwalks, and parking areas. For the two existing ponds, the project includes draining the water in the ponds, excavating the contaminated soil, and letting the ponds refill through groundwater infiltration. Pond excavation would require the construction of haul routes to each pond to provide access for excavation equipment and haul trucks.

The construction of these project components would directly impact the site's existing habitat either through direct vegetation removal or through indirect disturbance. This vegetation removal could result in temporary adverse effects on candidate, sensitive, or special-status species that inhabit the site, as identified in the Tables 4 and 5 above. For the smaller areas of disturbance, such as what would be expected when non-native species are removed using hand tools or when boardwalks are installed along existing footpaths, rapid colonization through natural recruitment and regrowth of native species from the surrounding dense native vegetation would be expected. For larger areas of disturbance, such as would be expected with the construction of haul routes to the ponds, the project includes replanting with native vegetation. If replanting and natural recruitment are not successful in revegetating disturbed areas, the proposed project includes the implementation of remedial adaptive management actions, as identified in the Bees Lakes Habitat Restoration Plan. Following construction, the proposed project would result in an overall increase in native vegetation on the project site, which would be expected to improve the site's overall ecosystem function.

Although project implementation would be expected to improve overall habitat quality on the site, temporary vegetation disturbance impacts and associated impacts on candidate, sensitive, and special-status species cannot be completely avoided. Also, a small loss in currently vegetated area would occur with implementation of the recreational amenities, although this loss would be offset by the planting of areas currently devoid of vegetation. For these reasons, this impact would be considered **potentially significant**.

Mitigation Measure BIO-1

The following mitigation measure shall be implemented to minimize temporary project construction impacts:

- Retain an ecologist/biologist to direct and oversee the invasive plant removal component of the Bees Lakes Habitat Restoration Plan. The ecologist/biologist will be responsible for ensuring the project is implemented consistent with the Bees Lakes Habitat Restoration Plan and the project's Mitigation Monitoring and Reporting Plan. The ecologist/biologist will also ensure that candidate, sensitive and/or special-status plant species are avoided and not disturbed or removed during site construction activities.
- The invasive plant removal shall be conducted over two seasons in a targeted manner to minimize impacts to native vegetation. Invasive woody plant removal in the first season shall consist of targeted work by hand crews to either hand pull invasive plants (e.g. with a weed wrench) or cut and remove invasive plant material. Where appropriate, the cut surface of stumps or large stems will be painted with herbicide to kill woody plant root systems and prevent and/or reduce crown resprouting. Cut invasive woody plant materials shall be removed from the site and disposed of legally offsite.
- All locations where invasive woody plants are removed and treated in the first season shall be marked, mapped, and tracked over the following growing season to locate and retreat any resprouts; more than one retreatment may be necessary. After woody plant removal sites have been revisited in the second season following treatment with little to no evidence of regrowth of target invasive plants, any significant bare ground areas (100 square feet in size or larger) shall be raked to scarify the soil surface and subsequently broadcast seeded with a riparian seed mix, per the Bees Lakes Habitat Restoration Plan, in the subsequent fall to winter. Seeded sites shall be regularly revisited (i.e., monthly) during the growing season to ensure native vegetation is establishing and that further adaptive management actions are not indicated.

- Control of target invasive herbaceous species shall be achieved either via mechanical methods, including targeted hand pulling or timed mowing/string trimming of invasive plants before seedset, and/or spot spraying target invasive plants with a backpack sprayer using an appropriate herbicide and marker dye. All herbicide treatments shall be applied in accordance with herbicide label specifications and under the direction of a Pest Control Advisor (PCA) licensed in the State of California. No herbicides shall be sprayed on days when wind speeds are high enough to potentially cause herbicide drift, and no herbicide spraying shall be conducted within any elderberry shrub driplines.
- All areas within existing grasslands and uplands that are disturbed by trail improvement work or for the construction of the northeast and southwest trail access ramps shall be seeded with the native grassland seed mix, per the Bees Lakes Habitat Restoration Plan, which includes a mix of native grasses and forbs.
- The erosion of exposed soils shall be minimized through implementation of the water quality mitigation measures included in the Hydrology and Water Quality section of this Initial Study.

The implementation of these mitigation measures would ensure that the proposed restoration activities are implemented consistent with the Bees Lakes Habitat Restoration Plan; that candidate, sensitive and/or special-status plant species are not impacted during site construction activities; and that areas of temporary vegetation removal are appropriately replanted with native vegetation. Therefore, these measures would reduce this impact to **less than significant with mitigation incorporated.**

b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations or by the California Department of Fish and Wildlife or the U.S. Fish and Wildlife Service?

The project site is dominated by areas considered by CDFW as sensitive natural communities. These communities include Fremont cottonwood forest, valley oak woodland, black willow woodland, boxelder forest, California blackberry shrublands, and buttonwillow thickets (CDFG 2010). Additionally, most woody vegetation on the project site would likely be subject to jurisdiction of CDFW as riparian-associated habitats under California Fish and Game Code section 1602. Many of the larger trees within the project site also meet the definition of heritage or landmark trees as defined in the City of West Sacramento Tree Preservation Ordinance.

As discussed in response to question a) above, the construction of the project components would directly impact the site's existing habitat either through direct vegetation removal or through indirect disturbance. Because many of the habitat types on the site are categorized sensitive natural communities, project construction would be expected to have temporary direct impacts on these communities. However, a primary component of the proposed project is the removal of non-native vegetation from the site to improve the existing sensitive natural communities. The temporary impacts on these communities associated with project construction would be considered a **potentially significant impact**. Following construction, the project would be expected to result in a net improvement in the ecosystem function of the sensitive natural communities on the project site.

The implementation of Mitigation Measures BIO-1 would ensure that the proposed restoration activities are implemented consistent with the Bees Lakes Habitat Restoration Plan and that sensitive natural communities are appropriately revegetated and enhanced follow project construction. Therefore, these measures would reduce this impact to **less than significant with mitigation incorporated.**

c) Have a substantial adverse effect on federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

The proposed project includes draining the water and excavating the soil from the two ponds on the site. These activities would disturb the wetland and open water habitat associated with these ponds. The project also includes grading walking trails and constructing boardwalks within areas that are frequently inundated when flows in the Sacramento River are elevated in the winter and spring months. These trail construction activities could result in the fill of wetlands on the site.

Although project implementation would be expected to improve the site's overall habitat quality, these temporary construction impacts cannot be completely avoided. For this reason, these impacts would be considered **potentially significant**.

Mitigation Measure BIO-2

The following mitigation measure shall be implemented to minimize temporary project construction impacts on wetlands:

- Prior to initiating project construction, secure a Clean Water Act Section 404 permit from the U.S. Army Corps of Engineers and a Clean Water Act Section 401 Water Quality Certification from the Central Valley Regional Water Quality Control Board. Implement any measures identified within these permits designed to offset the loss of Waters of the U.S. and/or wetlands.

The implementation of these mitigation measures would ensure that any loss of Waters of the U.S. and/or wetlands would be offset consistent with state and federal permitting requirements. Therefore, these measures would reduce this impact to **less than significant with mitigation incorporated**.

d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

The proposed project includes the removal of invasive plants and planting native plants on the site, including along the bank of the Sacramento River. This change would be expected to improve the riparian habitat function for native species but would have negligible effects on native resident and migratory fish within the Sacramento River. Also, because the project site is bordered by levees and the Sacramento River, and is located within an urbanizing area of the City, it does not represent a migratory corridor for wildlife and is not used as a nursery site for native wildlife. For these reasons, project implementation would not interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites. Therefore, this impact would be **less than significant**.

e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

The City of West Sacramento General Plan 2035 (City of West Sacramento 2016) contains several policies that support habitat conservation and preservation. A selection of these policies from the Natural and Cultural Resources Element is provided below:

Goal NRC-2: To protect sensitive native vegetation and wildlife communities and habitat in West Sacramento.

- **NRC-2.1 Public Awareness.** The City shall encourage and support development project and programs that enhance public appreciation and awareness of the natural environment.
- **NCR-2.2 Yolo Habitat Conservancy Program.** The City shall continue to work cooperatively with other jurisdictions in the county, and with the State and Federal governments to incorporating, as deemed appropriate, the findings and recommendations of the California Department of Fish and Wildlife and the U.S. Fish and Wildlife Service into site-specific development proposals.
- **NCR-2.3 Habitat Connectivity.** The City shall preserve, enhance, and create interconnected open space and natural areas to provide for wildlife movement and protect biodiversity.
- **NCR-2.4 Habitat Surveys.** The City shall require site-specific surveys for discretionary development proposals that could potentially impact biological resources to determine if any significant wildlife habitat and vegetation resources will be adversely affected and, if so, to identify appropriate measures to avoid or mitigate such impacts.
- **NCR-2.5 Habitat Buffers.** The City shall require the provision and maintenance of an adequate setback between significant habitats and adjacent development. The buffer shall be landscaped with native vegetation and may be used for passive recreation purposes.
- **NCR-2.7 Rare, Threatened, & Endangered Species Protection.** The City shall preserve rare, threatened, and endangered species by ensuring that development does not adversely affect such species or by fully mitigating adverse effects. For developments where adverse impacts cannot be mitigated, the City shall not approve the project.
- **NCR-2.8 Habitat Preservation.** The City shall support State and Federal policies for preservation and enhancement of riparian and wetland habitats by incorporating, as deemed appropriate, the findings and recommendations of the California Department of Fish and Wildlife and the U.S. Fish and Wildlife Service into site-specific development proposals.
- **NCR-2.9 No Net Loss.** The City shall require new development to ensure no net loss of State and Federally regulated wetlands, other waters of the United States (including creeks, rivers, ponds, marshes, vernal pools, and other seasonal wetlands), and associated functions and values by regulating development in and near these habitats and promoting projects that avoid sensitive areas. Where habitat loss is unavoidable, the City shall require replacement consistent with State and Federal regulations protecting wetland resources.
- **NCR-2.10 Wetland and Riparian Habitat Protection.** The City shall seek to minimize the loss or degradation of wetland and riparian habitats at the following sites: Lake Washington and associated wetlands, Bee's Lake and associated riparian woodlands, riparian woodlands along the Sacramento River north of the I Street Bridge and south of the barge canal, and riparian woodlands along the Deep Water Ship Channel and the Yolo Bypass.

- **NCR-2.11 Riparian Vegetation Maintenance.** The City shall encourage the maintenance of marsh and riparian vegetation along irrigation/drainage canals and along the Deep Water Ship Channel through routine maintenance and clearing and by disturbing only one bank per year.
- **NCR-2.12 Floodway Design.** The City shall encourage floodway design and flood control facilities to foster riparian habitat enhancement, improved water quality, and groundwater recharge.
- **NCR-2.13 Fisheries.** The City shall implement measures to ensure that development in the city does not adversely affect fishery resources in the Sacramento River, Deep Water Ship Channel, and Lake Washington.
- **NCR-2.14 Public Areas.** The City shall ensure that public access and recreation facilities do not eliminate or degrade riparian habitat values. Trails, picnic areas, and other improvements shall be sited to minimize impacts on sensitive wildlife habitat or riparian vegetation.
- **NCR-2.15 Landscaping and Native Plants.** The City shall promote the use of native plants, especially valley oaks, for landscaping roadsides, medians, parks, and private properties. In particular, native plants should be used along the Sacramento River, in areas adjacent to riparian and wetland habitats, and in other open space and natural areas.

The proposed project includes removing invasive plants, and enhancing and expanding the site's riparian woodland habitat. These activities would be consistent with the goals and policies of the General Plan's Natural and Cultural Resources Element, as identified above.

Many of the larger trees within the project site meet the definition of heritage or landmark trees as defined in the City of West Sacramento Tree Preservation Ordinance. However, the proposed project does not include the removal of any of these heritage or landmark trees. All trail improvements have been specifically designed to avoid impacts to heritage and landmark trees. If any of these trees are required to be removed in the future, the removal action would be subject to the requirements of the Tree Preservation Ordinance.

As described above, the proposed project would be implemented in conformance with regulatory requirements and applicable plans or ordinances protecting biological resources. Therefore, the proposed project would not conflict with any local policies or ordinances protecting biological resources and there would be **no impact**.

f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

The project area is located within the West Sacramento Planning Area of the approved Yolo Habitat Conservation Plan/Natural Community Conservation Plan (HCP/NCCP). The HCP/NCCP assumed 3,559 acres of urban projects and activities within the West Sacramento Planning Area would require take coverage. Implementing the proposed project would not change land use or result in the long-term loss of ecological functions on the site. Therefore, the project would not be expected to require take coverage and would not conflict with the HCP/NCCP. There would be **no impact**.

3.5 CULTURAL RESOURCES

ENVIRONMENTAL ISSUES	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
V. Cultural Resources. Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Disturb any human remains, including those interred outside of formal cemeteries?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AFFECTED ENVIRONMENT

PREHISTORY

The prehistory of the project region reveals a history of occupation, marked by increasingly intensive land use, burgeoning trade, and expanding social complexity (Bettinger 2015). Early avocational archaeologists and collectors provided some of the first descriptions of the area’s material culture (e.g., Jones 1923). Later archaeologists divided the record into a 13,000-year sequence, comprising Paleo-Indian, Lower, Middle, and Upper Archaic, and Emergent period occupations.

The first substantial evidence for prehistoric occupation of the Central Valley/Delta occurs during the Middle Archaic (7500-2500 calendar years before the present [cal B.P.]). Older sites dating to the initial part of this interval are rare in lowland settings where they are probably deeply buried but are comparatively common in upland areas (Rosenthal et al. 2007). The Upper Archaic interval (2500-850 cal B.P.) in the Central Valley/Delta region is characterized by an increase in the number of sites due to rapidly expanding human populations, but also greater preservation of more recent sites (Fredrickson 1973; Johnson 1967; Milliken et al. 2007; Moratto 1984; Rosenthal et al. 2007). The Emergent or Late Period/Horizon (850 cal. B.P.-Historic) is characterized by increasing diversity in the archaeological record (Bennyhoff 1977; Fredrickson 1974; Milliken et al. 2007; Rosenthal et al. 2007), and is often divided into two phases based on artifact forms and evidence for increased sociopolitical complexity (Heizer and Fenenga 1939; Lillard et al. 1939; Milliken et al. 2007; Rosenthal et al. 2007). The changes observed in the archaeological record of the Emergent Period are considered to result from the establishment of large, residentially stable populations, resembling those at contact. Less clear is when, how, and why specific traits initially appeared, as is the establishment of various ethnolinguistic groups that were present across the aboriginal landscape when Europeans arrived in the Central Valley.

The project site is situated in the ethnographic territory of both the Patwin (Wintun) and Valley Nisenan Tribes. More specifically, the project site lies at the eastern extent of Patwin territory and the western extent of Nisenan territory (Johnson 1978: Figure 1; Wilson and Towne 1978: Figure 1). Most tribes in central California, including the Patwin and Nisenan, had similar subsistence-settlement patterns, material culture, and social structures (Kroeber 1929).

ETHNOGRAPHIC CONTEXT

The project site is located at the interface of three Native American tribes: the Patwin (or Wintun), the Nisenan, and the Plains Miwok. The banks of the Sacramento River and associated riparian and tule marshland habitats were inhabited by the River or Valley Patwin. The Plains Miwok and Nisenan (also called Southern Maidu), while primarily occupying territories east of the Sacramento River, used land west of the river as well (Johnson 1978:350, Figure 1; Levy 1978: Figure 1; Wilson and Towne 1978: Figure 1). All three tribes have similar material culture and subsistence-settlement patterns as well as similar religious practices and some shared kinship organization (Bennyhoff 1977:9; Kroeber 1929:255, 266).

Historic maps and accounts of early travelers to the Sacramento Valley characterize the project vicinity containing tule marshes, open grasslands, and occasional oak groves (Jackson 1851; Ord 1843; Wyld 1849). The area was generally wet in the winter and often subject to flooding; the weather was exceedingly dry in summer.

Much of the floodplain presumably was sparsely inhabited, and Native Americans typically situated their larger, permanent settlements on high ground along the Sacramento and American Rivers (Bennyhoff 1977; Levy 1978; Wilson and Towne 1978:388), and depended primarily on elevation, exposure, and proximity to water and other resources. Specific task groups were sent out from permanent settlements to harvest seasonally available flora and fauna; villages controlled specific resource locations (Johnson 1978:355; Kroeber 1929:255; Levy 1978:402).

Nisenan houses were domed structures covered with earth and tule or grass that measured 10–15 feet in diameter. Brush shelters were used in the summer and at temporary camps during food-gathering rounds. Larger villages often had semi-subterranean dance houses that were covered in earth and tule or brush and had a central smoke hole at the top and an east-facing entrance. Another common village structure was a granary, which was used for storing acorns (Wilson and Towne 1978). Plains Miwok had similar structures but also had a large subterranean assembly house 40-50 feet in diameter and 4-5 feet deep that was the center of most ritual and social gatherings; this structure had four center posts supporting a large conical roof. The Plains Miwok also built a sweathouse that was from 6-15 feet in diameter and 2-3 feet deep (Levy 1978:409).

HISTORIC CONTEXT

Spanish explorers visited the Sacramento Valley as early as the 1700s. In 1772, Pedro Fages passed through San Francisco Bay and the Delta and reached the San Joaquin and Sacramento Rivers. The 1848 gold discovery at Coloma led to a substantial increase in Sacramento River traffic during the 1850s. When the gold rush declined, miners found it more profitable to engage in farming and ranching. Historically, much of the Sacramento Valley was marsh and swampland, with seasonal flooding and periodic inundation of normally dry areas.

Yolo County was one of California's original 27 counties. Beginning in the nineteenth century, flood management and land reclamation projects were undertaken to make the area habitable for larger populations, expand agriculture, improve navigable waters, and offer flood protection. Horse and cattle raising, and the cultivation of grain and fruit orchards, were common forms of livelihood in the 19th century. By the early 20th century, improvements in irrigation allowed for more varied crops to be introduced (Hoover and Abeloe 1990: 532-533; Hart 1978: 489).

The region comprising present-day West Sacramento remained largely unsettled until the early-to-mid-19th century when settlers such as Jan Lows de Swart and James McDowell arrived to farm the area. When McDowell died in 1849, his widow, Margaret, laid out the town of Washington (later known as Broderick). By the turn of the 20th century, the West Sacramento Company established the community of Riverbank (later called Bryte), which was located just east of the present-day Interstate 80 crossing of the Sacramento River (Walters 1987: 27).

Throughout the early decades of the 20th century, West Sacramento remained unincorporated and was mostly populated by small farms and a handful of industries. After World War I, U.S. 40 (present-day West Capitol Avenue) traveled through West Sacramento and was quickly lined by motels, hotels, and gas stations. Factories and other industries prospered during World War II. Following the war, the region enjoyed a housing boom that would last for several decades (Walters 1987: 28).

HISTORIC AND UNIQUE ARCHAEOLOGICAL RESOURCES

Under CEQA, historical resources and “unique archaeological resources” are recognized as a part of the environment (Public Resources Code Sections 21001(b), 21083.2, 21084(e), 21084.1). In 1992, the Public Resources Code was amended as it affects historical resources. The amendments included creation of the California Register of Historical Resources (Public Resources Code Sections 5020.4, 5024.1 and 5024.6).

The California Register is an authoritative listing and guide for state and local agencies and private groups and citizens in identifying historical resources. This listing and guide indicates which resources should be protected from substantial adverse change.

Under CEQA Guidelines Section 15064.5, an “historical resource” includes: (1) a resource listed in, or determined to be eligible by the State Historical Resources Commission for listing in, the California Register of Historical Resources; (2) a resource listed in a local register of historical resources or identified in a historical resource survey meeting the requirements in Section 5024.1(g) of the Public Resources Code; and (3) any object, building, structure, site, area, place, record, or manuscript that a lead agency determines is historically significant or significant in the architectural, engineering, scientific, economic, agricultural, educational, social, political, military, or cultural annals of California, provided the determination is supported by substantial evidence in light of the whole record; or a resource determined by a lead agency to be “historical,” as defined in Public Resources Code Sections 5020.1(j) or 5024.1.

CEQA is also concerned with effects of a project on “unique archaeological resources.” If an archaeological site meets the definition of a unique archaeological resource (Public Resources Code Section 21083.2), then the site must be treated in accordance with the special provisions for such resources, which include time and cost limitations for implementing mitigation. “Unique archaeological resource” is defined as “an archaeological artifact, object, or site about which it can be clearly demonstrated that, without merely adding to the current body of knowledge, there is a high probability that it meets the following criteria:

- Contains information needed to answer important scientific research questions and that there is a demonstrable public interest in that information.
- Has a special and particular quality such as being the oldest of its type or the best available example of its type.

- Is directly associated with a scientifically recognized important prehistoric or historic event or person. [Public Resources Code Section 21083.2 (g)]”

If it can be demonstrated that a project will cause damage to a unique archaeological resource, the lead agency may require reasonable efforts to be made to permit any or all of these resources to be preserved in place or left in an undisturbed state. Examples of that treatment are described in the code. To the extent that unique archaeological resources are not preserved in place or left in an undisturbed state, mitigation measures shall be required as provided in the code. The code also places limitations on the extent, cost and timing of mitigation measures that can be required by the lead agency.

METHODS

The cultural resources investigations carried out for the project area relied heavily on previous research conducted for the Southport EIP, which included consultation with Native American Tribes, consultation with historical societies, background research conducted at the Northwest Information Center (NWIC) of the California Historical Resources Information System, review of historic maps and ethnographic documents, and archival research at local repositories. In addition, GEI Consultants, Inc. archaeologists conducted an archaeological survey of the current project area.

RECORDS SEARCH

On June 30, 2011, ICF International conducted a records search for the Southport EIP at the Northwest Information Center (NWIC), at Sonoma State University, Rohnert Park. ICF International conducted a supplemental records search in person on February 12, 2013. No additional resources or studies were identified. The NWIC maintains the official records of the California Historical Resources Information System (CHRIS) of previous cultural resource studies and recorded cultural resources for Yolo County, among other counties. The records search consulted the CHRIS base maps of previously recorded cultural resources and previously conducted cultural resources studies for the Area of Potential Effects (APE) and all areas within 0.25 mile thereof—the records search covered the current project site. Additional sources of information, including previously conducted cultural resources surveys and historic maps (USGS and General Land Office), were selectively reviewed to determine areas that have a high potential for the presence of historic-period and prehistoric sites. Because the project site was included in the records search for the Southport EIP APE and buffer, the results of the Southport EIP records search were used for the project site. The records search did not reveal any previously documented cultural resources on the project site. The records search included the following sources:

- National Register of Historic Properties (NRHP)-listed properties (National Park Service [NPS] 1996) and updates;
- California Inventory of Historic Resources (DPR 1976 and updates);
- California Points of Historical Interest (DPR 1992 and updates);
- California Department of Transportation (Caltrans) Bridge Inventory (Caltrans 1989, 2000, and 2004);
- Historic Maps;
- California Historical Landmarks (Office of Historic Preservation [OHP] 1996 and updates);

- Directory of Properties in the Historic Resources Inventory (OHP 2006);
- *Gold Districts of California* (Clark 1970);
- *California Gold Camps* (Gudde 1975);
- *California Place Names* (Gudde 1969); and
- *Historic Spots in California* (Hoover et al. 1966, 1990).

FIELD SURVEY

On July 18, 2019, GEI Consultants, Inc. senior archaeologists Denise Jurich, RPA, and Jesse Martinez, RPA, conducted a reconnaissance-level cultural resources pedestrian survey of the project site.

The project site is heavily vegetated making visibility of the ground surface extremely limited. Areas of the project site that were clear of vegetation, such as foot paths, rodent boroughs, and a mechanically-constructed dirt bike course, were the focus of the survey; small patches of low-lying vegetation were also cleared by the archaeologists.

Several darker areas of soil, consisting primarily of sand, were observed, but on examination did not appear to be anthropogenic (made darker as a result of human activity). Examination of the extensively-excavated dirt bike course, located in the east-central portion of the vegetated area, showed that even deeper soils in that area are sterile of cultural material. One basalt flake was identified in the northwestern portion of the study area, near the edge of the extent of woodland vegetation. The area where the basalt flake was identified is located where much construction activity took place during the Southport EIP.

Information gathered during the reconnaissance was limited given visibility constraints. Results of monitoring activities during the past three years for the Southport EIP, however, are relevant for the study area. During construction monitoring for the Southport EIP, numerous isolated prehistoric finds were made in the vicinity of the project site, including three projectile points, two bifaces, six flakes, three beads/bead blanks, one baked clay, and one modified stone as well as several historic era artifacts. More specifically, they were all located along the northwestern portion of the current study area, in the same vicinity where the basalt flake was found during the present investigation. In addition, residents in the area have stated that prior to modern construction activities associated with the yacht club, marina, and levee, there was a known Native American mound site in the vicinity of the project site.

The isolated find from the current study and the numerous isolated finds during the Southport EIP seem to indicate that the northwest portion of the wooded area within the project site is moderately to highly sensitive for potentially significant cultural resources.

KNOWN CULTURAL RESOURCES

As previously described, during the construction phase of archaeological monitoring for the Southport EIP, seven artifacts were recovered to the west of the project site. The artifacts were found during topsoil removal or the removal of a storm drain pipe and subsequent backfilling and compaction. The area has been impacted by past agricultural work and modern trash is scattered throughout the area.

Three artifacts are made of obsidian. These include a Stockton serrated projectile point, a medial section of a retouched biface, and a waste flake. A baked clay ball, of a form consistent with prehistoric use as a cooking stone, was found in two pieces. In 2019, an additional basalt flake was identified in the northwestern portion of the study area. A *Margaritifera* shell fragment was recovered. While this type of shell could naturally occur in the area, this piece was found in association with charcoal, suggesting it may have been cultural in origin. A few other pieces of *Margaritifera* have been noted but not collected. Another recovered shell fragment is a piece of red abalone (*Haliotis rufensis*). This type of shell was used prehistorically to create or fashion ornamentation and would have been imported from the Pacific coast to this location. Finally, a shell button was recovered. The delicate nature of the button suggests that it was used as a fastener for a historic-period or modern woman's blouse or similar garment.

DISCUSSION

a) **Cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5?**

During the cultural resource surveys conducted at the site, several historic era artifacts were discovered. Although no historic structures or facilities were discovered on the site, the proposed project has the potential to disturb historic resources during construction. The disturbance of historic resources during project construction would be considered a **potentially significant impact**.

Mitigation Measure CUL-1

The following mitigation measure shall be implemented during project construction activities:

- The Contractor shall contract with a qualified archaeologist to conduct cultural resource sensitivity training for the workers on the site prior to the initiation of project construction to ensure they understand the potential for cultural resources to be present on the site and the procedures to be followed if they are discovered during construction activities.
- If cultural or historical resources are discovered during construction, all work within a 100-foot perimeter of the find shall cease until a determination has been made regarding whether the find is an eligible resource. The contractor must notify the City and the City will consult with a qualified archaeologist to determine whether the discovery is a potential California Register of Historical Resources-eligible resource. If after the archaeological consultation, the City determines that the discovery is not an eligible resource, the discovery will be documented and construction may proceed at the City's direction.
- If the City determines after the archaeological consultation that the discovery may be an eligible resource, the City will notify the State Historic Preservation Officer (SHPO) and other relevant parties as early as feasible. Notification will include a description of the discovery, the circumstances leading to its identification, and recommendations for further action. Where feasible, the notification will also include a tentative NRHP and CRHR eligibility recommendation and description of probable effects. Treatment will be implemented where necessary to resolve adverse or significant effects on inadvertently discovered cultural resources that are CRHR or NRHP eligible. The City will consider preservation in place as the preferred mitigation, as required under CEQA Guidelines Section 15126.4(b) for all CRHR-eligible

resources that are subject to significant effects. The City will prepare a discussion documenting the basis for the selection of treatment.

The implementation of these mitigation measures would ensure that cultural and historical resources discovered during project construction would not be inadvertently destroyed. Therefore, this impact would be reduced to **less than significant with mitigation incorporated**.

b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?

During the cultural resource surveys conducted in the project area, numerous isolated prehistoric finds were discovered. The relative proximity and number of artifacts discovered, as well as the reported former presence of a mound site, suggests that the project area has a moderate to high archaeological sensitivity. Given the sensitivity of the area, the proposed project has the potential to disturb archaeological resources during construction. The disturbance of archaeological resources during project construction would be considered a **potentially significant impact**.

The implementation of Mitigation Measure CUL-1 would ensure that cultural resources discovered during project construction would not be inadvertently destroyed. With the implementation of these mitigation measures, this impact would be **less than significant with mitigation incorporated**.

c) Disturb any human remains, including those interred outside of formal cemeteries?

Based on the cultural resource surveys conducted at the site, no evidence has been observed that would indicate the presence of interred human remains. However, there is always the possibility that human remains are located on the site and that construction activities could damage or destroy previously undiscovered human remains. The disturbance of human remains during project construction would be considered a **potentially significant impact**.

Mitigation Measure CUL-2

The following mitigation measures shall be implemented during project construction activities:

- In the event of a human remains discovery, the City will immediately notify the Yolo County Coroner. The coroner, as required by the California Health and Safety Code (Section 7050.5), will make the final determination about whether the remains constitute a crime scene or are Native American in origin. The coroner may take 2 working days from the time of notification to make this determination.
- If the coroner determines that the remains are of Native American origin, the coroner will contact the NAHC within 24 hours of the determination. The NAHC will immediately designate and contact the most likely descendant (MLD), who must make recommendations for treatment of the remains within about 48 hours from completion of their examination of the finds, as required by PRC 5097.98(a).
- It is likely that if a Native American burial is found, it will be found in the context of a prehistoric archaeological property. For a prehistoric property associated with burials, decisions must be made about how the remainder of the property will be treated for its archaeological (and possibly other) values. Not only must the MLD make decisions about the burials, but a plan must be devised also for evaluation and,

if determined to be eligible for the NRHP, treatment of the property in consultation with the MLD, SHPO, and other consulting parties.

- If the remains are found not to be Native American in origin and do not appear to be in an archaeological context, construction will proceed at the direction of the coroner and the City. It is likely that the coroner will exhume the remains. Once the remains have been appropriately and legally treated, construction may resume in the discovery area upon receipt of City's express authorization to proceed.

The implementation of these mitigation measures would ensure that human remains inadvertently discovered during project construction would be treated consistent with State law. Therefore, this impact would be reduced to **less than significant with mitigation incorporated**.

3.6 ENERGY

ENVIRONMENTAL ISSUES	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
VI. Energy. Would the project:				
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

AFFECTED ENVIRONMENT

The project site does not currently include any energy uses. Electrical power lines extend along the northwest side of Chicory Loop.

DISCUSSION

- a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?**

The proposed site restoration would be conducted using construction techniques that are consistent with industry standards and that would not be considered wasteful, inefficient, or requiring the unnecessary consumption of energy resources. During construction, the use of petroleum products would be necessary to fuel and maintain construction equipment. The long-term maintenance of the site would also result in energy consumption. However, this energy use would support the long-term sustainability of the site’s biological and recreational resources. Therefore, it would not be considered a wasteful, inefficient, or unnecessary consumption of energy. There would be **no impact**.

- b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?**

The proposed project includes restoring habitat and constructing recreational improvements on the site. The implementation of these site changes would not conflict with or obstruct any state or local plan for renewable energy or energy efficiency. Therefore, there would be **no impact**.

3.7 GEOLOGY AND SOILS

ENVIRONMENTAL ISSUES	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
VII. Geology and Soils. Would the project:				
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? (Refer to California Geological Survey Special Publication 42.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ii) Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iii) Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
iv) Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994, as updated), creating substantial direct or indirect risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

AFFECTED ENVIRONMENT

The project area is located in the southern portion of the Sacramento Valley within the northern portion of California’s Great Valley Geomorphic Province. The Great Valley, also called the Central Valley, is a nearly flat alluvial plain that lies between the Sierra Nevada on the east and the Coast Ranges on the west. Its south end is defined by the Tehachapi Mountains north of Los Angeles, and its north end is defined by the Klamath Mountains. Subdivided into the Sacramento Valley to the north and the San Joaquin Valley to the south, the Great Valley has an average width of about 50 miles and is about 400 miles long overall (Norris and Webb 1990:412–417; Bartow 1991).

The Sacramento Valley contains thousands of feet of accumulated fluvial, overbank, and fan deposits resulting from erosion of these surrounding ranges (Hackel 1966). The sediments vary from a thin veneer at the edges of the valley to 50,000 feet in the west-central portion and are estimated to be about 8,000 feet thick in the project area (Northwest Hydraulic Consultants 2007).

The Sacramento River is the main drainage of the northern Sacramento Valley, flowing generally south from the Klamath Mountains to its discharge point into the Suisun Bay in the San Francisco Bay Area. In the Sacramento area, the Sacramento and American Rivers have been confined by human-made levees since the turn of the nineteenth century. In the project area, these levees generally were constructed on Holocene age (less than 11,000 years old) alluvial and fluvial deposits deposited by the current and historic Sacramento River and its tributaries (Kleinfelder 2007).

SITE GEOLOGY

The surface and subsurface distributions of sandy and clayey deposits are a function of former river positions on the landscape and present-day geomorphic processes adjacent to the river channel (i.e., flooding and deposition) (William Lettis & Associates 2009). Helley and Harwood (1985) compiled previous regional studies of the quaternary geology of the Sacramento Valley, which, in the project area, classified the surficial deposits as Quaternary stream alluvium (Qa) near to the modern river channel and undifferentiated Quaternary basin (Qb) deposits away from the modern river channel. Helley and Harwood (1985) differentiate basin deposits from stream alluvium primarily on the basis of texture (more clays versus sands and silty sands, and occasionally organic-rich), and they suggest that these deposits are floodplain sediments that settled out slowly where flow energy was much lower than along the river. Both of these map units are considered Holocene age (i.e., within the last 11,000 years).

Subsequent mapping by William Lettis & Associates (2009) indicates that the project area is underlain by historical channel deposits and historical alluvial deposits. Importantly, however, the data does not show evidence of deep peat (thick layers) or other organic soils in this area (Blackburn Consulting 2011). (Peat deposits are decomposing organic deposits with minor inclusions of clay and silt.) Geological units in the area as described by William Lettis & Associates 2009 are:

- Historical River Channel Deposits (Rch): Channel deposits; well sorted sands and gravel
- Artificial Fill (AF): Artificial fill overlying historical channel deposits; embankments and fills surrounding the project area

The recent river channel deposits (Rch), bars (Rb), or meander scrolls (Rms) located adjacent to the present-day Sacramento River likely consists of silt, sand, and fine gravel. These sediments are probably derived from upstream hydraulic mining. Recent artificial fills (AF) are culturally emplaced heterogeneous deposits, with varying amount of clay, silt, sand, and gravel from local sources. These deposits include undivided levee structures, road, and railroad fill prisms.

Geomorphology near the project area indicates the present-day levee is constructed over Historical River Channel Deposits (Rch) and suggests that levees in the area in the past may have experienced distress and local breaching,

resulting in the surficial splay and overbank deposits. The Bees Lakes are assumed to have been created by scour holes caused by erosion between 1908 and 1933.

For the most part, the soil units encountered by the borings in the area (Blackburn Consulting 2011) coincide with the geological units outlined in the geomorphological mapping of the area (William Lettis & Associates 2009). The subsurface stratigraphy of the area primarily includes silty sand layers with interbedded sand and silt layers with some gravel. The borings in the area indicate presence of a clay layer approximately 90 feet below ground surface (Blackburn Consulting 2011).

MINERAL RESOURCES

No commercial mining operations are known to have occurred in West Sacramento. Most of the area is classified as MRZ-1 by the California Division of Mines and Geology (Cupras 1988), which indicates no significant mineral deposits are present. The project area is classified as MRZ-3, which means aggregate deposits of undetermined significance occur there. Lands classified as MRZ-1 or MRZ-3 are not affected by state policies pertaining to the maintenance of access to regionally significant mineral deposits under the California Surface Mining and Reclamation Act of 1975. However, as noted in an early geotechnical report for the proposed West Sacramento program (Kleinfelder 2007), the project area contains discontinuous pockets of sand (sand and aggregate being the mineable mineral resources typically found in the program region); therefore, the project area could not be effectively or economically mined and is considered not to contain regionally or locally important mineral resources. Obviously portions of it do, however, contain material suitable for construction of levees, but levee materials are finer grained than mineable aggregates.

SEISMIC HAZARDS

The Seismic hazards refer to surface rupture of earthquake faults and ground shaking (primary hazards), as well as liquefaction and earthquake-induced slope failure (secondary hazards). Localized ground shaking and liquefaction are the most significant seismic hazards in this portion of Yolo County (Yolo County 2009).

Primary Seismic Hazards—Surface Fault Rupture and Groundshaking – The project area is located in a region of California characterized by low seismic activity. The project area is not identified as being located in an Alquist-Priolo Earthquake Fault Zone (i.e., no active faults are known to cross or be near the project area) (Bryant and Hart 2007; California Division of Mines and Geology 2001) and the International Conference of Building Officials (ICBO) recognizes no seismic sources in the region (International Conference of Building Officials 1998).

Three pre-Quaternary faults/fault zones are located within an approximately 20-mile radius of the project area. The Willows fault zone runs northwest to southeast of the project area; the East Valley fault runs to the west of the project area; and the Midland fault zone runs to the southeast of the project area (City of West Sacramento 2016; California Geological Survey 2010; International Conference of Building Officials 1998; U.S. Geological Survey 2010). None of these faults/fault zones are within an Alquist-Priolo Special Studies Zone (Bryant and Hart 2007; California Division of Mines and Geology 2001). The active fault nearest to the project area is the Dunnigan Hills fault, which is 22 miles to the northwest or the distance from the site to the closest end of the mapped fault trace (City of West Sacramento 2016; California Geological Survey 2010; International Conference of Building Officials 1998; U.S. Geological Survey 2010).

Based on a probabilistic seismic hazard map that depicts the peak horizontal ground (PGA) acceleration values exceeded at a 10% probability in 50 years (California Geological Survey 2003; Cao et al. 2003), the PGA values for the project area are 0.1 to 0.2g (where g equals the acceleration speed of gravity). Blackburn Consulting (2011: 7–8) used the USGS 2008 Interactive Deaggregations website (<https://geohazards.usgs.gov/deaggint/2008/>) to complete a probabilistic analysis and develop the PGA for an earthquake with a 200-year return period for the Southport EIP. Their analysis resulted in a PGA that varies from approximately 0.183 g to 0.193 g. Therefore, they selected a PGA equal to 0.19 g for analysis purposes. Faults that contribute most significantly to the probabilistic PGA hazard are (1) Hunting Creek-Berryessa, (2) Green Valley, (3) Great Valley 4a (Trout Creek) and, (4) Great Valley 4b (Gordon Valley). The applicable moment magnitude for the 200-year return period event is equal to 6.7.

As a point of comparison, probabilistic PGA values for the San Francisco Bay Area range from 0.4 g to more than 0.8 g. This indicates that the ground shaking hazard in the project area is low. Farther to the west and east, the ground shaking hazard increases, coinciding with the increase in abundance of associated faults and fault complexes in the Coast Ranges and Sierra Nevada (California Geological Survey 2003).

This conclusion is consistent with additional studies conducted with regard to the project-reach levee system: URS Corporation evaluated the seismic vulnerability and liquefaction potential of project-area levees in the report *Phase I Geotechnical Evaluation Report (PIGER) West Sacramento Region*, dated September 2007. Seismic evaluations have been completed in the form of two reports: *West Sacramento Levee System Problem Identification and Alternative Analysis: Volume 1—Geotechnical Problem Identification Solano and Yolo Counties, California* completed by Kleinfelder (September 2007) and *Phase I Geotechnical Evaluation Report (PIGER) West Sacramento Region* completed by URS Corporation (November 2007) for DWR. Data collection included drilling 323 borings and soundings along the levees of the project area.

Secondary Seismic Hazards Liquefaction and Differential Settlement – Liquefaction is the liquefying of certain sediments during ground shaking of an earthquake, resulting in temporary loss of support to overlying sediments and structures. Differential settlement occurs when the layers that liquefy are not of uniform thickness, a common problem when the liquefaction occurs in artificial fills. Poorly consolidated, water-saturated fine sands located within 30 to 50 feet of the surface typically are considered the most susceptible to liquefaction. Soils and sediments that are not water-saturated and that consist of coarser or finer materials are generally not susceptible to liquefaction (California Geological Survey 2008).

URS Corporation performed a liquefaction-triggering analysis to evaluate whether any levee or underlying foundation materials in the project area potentially would liquefy during the considered earthquake events (URS Corporation 2007). Criteria for susceptibility to liquefaction included soil type, liquid limit, plasticity index, water content, and fines content. If the material was considered to be susceptible to liquefaction, steps were completed to further evaluate the liquefaction potential of the material considering the earthquake loading. In contrast, if the plasticity of the material was high enough to preclude liquefaction, the material was classified as non-liquefiable, irrespective of the earthquake loading. Samples from the project area levees were subject to this analysis. The result was that ground under portions of the Southport Sacramento River levee may exhibit liquefaction during a seismic event.

Settlement can range from 1 to 5%, depending on the cohesiveness of the sediments (Tokimatsu and Seed 1984). In the project area, where poorly consolidated, water-saturated fine sands and silts are not uncommon, differential settlement is also considered to be a possible result of an earthquake.

SITE SOILS

The soil map units of the project area, as described by the *Soil Survey of Yolo County* (Andrews 1972) and the U.S. Department of Agriculture Natural Resources Conservation Service (2019), are characterized as follows:

- Soils are sandy loams, silt loams, and silty clay loams. The sandy surface layers have relatively rapid infiltration capacity when drained, however they may become wet in the rainy season and then exhibit relatively slow infiltration rates. Rates of runoff remain low, however, because these soils are flat-lying.
- Soil erodibility is low because of the generally flat topography. However, erosion of levee slopes and other embankments can be significant. Additionally, bank erosion on the waterside of the levee results from high flows in the Sacramento River.
- Some of the soils present a moderate to high shrink-swell potential (expansion and contraction cycle when wetted and dried, i.e., expansive soils).
- None have operability constraints (i.e., seasonally dusty, muddy, or saturated surface soils).
- The suitability of these soils for cultivation ranges from fair to good (as measured by Storie Index classes). The presence of a relatively shallow water table throughout the project area (~3 feet) indicates that vegetation, once established, should thrive. (Although revegetation requires irrigation for a 2- to 3- year period to allow plants to access this groundwater, longer in drought periods).

DISCUSSION

- a) **Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:**
 - i) **Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? (Refer to California Geological Survey Special Publication 42.)**

Surface rupture is an actual cracking or breaking of the ground along a fault during an earthquake. Structures built over an active fault can be torn apart if the ground ruptures. Surface rupture along faults is generally limited to a linear zone a few meters wide. The Alquist-Priolo Act was created to prohibit the location of structures designed for human occupancy across the traces of active faults, thereby reducing the loss of life and property from an earthquake. No Alquist Priolo zones have been established in the project area. Therefore, ground rupture due to faulting is considered unlikely within the project site and there is **no impact**.

ii) Strong seismic ground shaking?

Ground shaking occurs as a result of energy released during faulting, which could potentially result in the damage or collapse of buildings and other structures, depending on the magnitude of the earthquake, the location of the epicenter, and the character and duration of the ground motion.

The project area is located in a region of California characterized by low seismic activity and the active fault nearest to the project area is the Dunnigan Hills fault, which is 22 miles to the northwest. The project area has relatively low peak horizontal ground acceleration values (0.1 to 0.2 g versus 0.4 to more than 0.8 g in the Bay Area) and the project site is not located within an Alquist-Priolo Special Studies Zone. Due to the relatively low risk of seismic activity in the local area, the project would not be expected to be exposed to significant seismic ground shaking. Therefore, this is a **less than significant impact**.

iii) Seismic-related ground failure, including liquefaction?

The primary factors in determining liquefaction potential are soil type, liquid limit, plasticity index, water content, and fines content. Sandy, loose, or unconsolidated soils are susceptible to liquefaction hazards. Liquefaction and other seismically-induced forms of ground movement have historically occurred throughout California during major earthquake events. These phenomena generally consist of lateral movement, flow, or vertical settlement of saturated, unconsolidated soil in response to strong ground motion.

Based on the liquefaction-triggering analysis performed of foundation materials in the project area as part of the Southport EIP (URS Corporation 2007), ground under portions of the Southport Sacramento River levee may exhibit liquefaction during a seismic event. Settlement can range from 1 to 5%, depending on the cohesiveness of the sediments (Tokimatsu and Seed 1984). In the project area, where poorly consolidated, water-saturated fine sands and silts are not uncommon, differential settlement is also considered to be a possible result of an earthquake. Although the project does not include any substantial building structures, the exposure of the viewing platforms or parking area to ground failure during a seismic event would be considered a **potentially significant impact**.

Mitigation Measure GEO-1

The following mitigation measure shall be implemented to minimize the potential for the exposure of project components to seismically-induced ground failure:

- Prior to initiating project construction, a site-specific geotechnical analysis shall be conducted to identify any specific geotechnical design measures that need to be implemented to ensure the project components are not compromised by seismically-induced ground failure or other soil failure mechanisms. All identified measures shall be implemented during project construction.

The implementation of this mitigation measure would ensure that the project components would not be compromised by seismically-induced ground failure. Therefore, this measure would reduce this impact to **less than significant with mitigation incorporated**.

iv) Landslides?

The proposed project would not include components that would contribute to landsliding in the local area due to the relatively low topographic variability on the project site. Therefore, people and structures would not be exposed to adverse effects from landslides and **no impact** would occur.

b) Result in substantial soil erosion or the loss of topsoil?

Construction of the proposed project would involve excavating, moving, filling, and temporary stockpiling soil on the project site. Grading and construction activities would remove vegetative cover and expose site soils to erosion via wind and surface water runoff. These contaminant sources could degrade the water quality of receiving water bodies, potentially resulting in a violation of water quality standards. This would be considered a **potentially significant impact**.

Mitigation measures have been identified under the Hydrology and Water Quality - X(a) section below that would ensure soil erosion from project construction activities is appropriately controlled. As described in Mitigation Measure HYD-1, because construction would disturb one acre or more of land, the City would be required to obtain coverage under the General Permit for Discharges of Storm Water Associated with Construction Activity (Construction General Permit Order 2009-0009-DWQ or 2009-0009-DWQ General Permit). Dischargers subject to the Construction General Permit Order must develop and implement a Stormwater Pollution Prevention Plan (SWPPP). The SWPPP is required to include a site map and description of construction activities and to identify the Best Management Practices (BMPs) that would be employed to prevent soil erosion and discharge of other construction-related pollutants (e.g., petroleum products, solvents, paints, cement) that could contaminate nearby water resources. A monitoring program is generally required to ensure that BMPs are implemented according to the SWPPP and are effective at controlling discharges of stormwater-related pollutants. The SWPPP is required to be downloaded to the State Water Resources Control Board SMARTS database prior to the onset of any soil disturbance activities. Compliance with the Construction General Permit Order requirements, as specified in Mitigation Measure HYD-1, would ensure that the proposed project would not result in substantial soil erosion or loss of topsoil. With implementation of the identified mitigation measure, this impact would be considered **less than significant with mitigation incorporated**.

c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?

The proposed project includes habitat restoration and the construction of recreational amenities on the project site. Some of these improvements would be constructed on or directly adjacent to the remnant levee that forms Chicory Loop including the access ramps, multi-purpose trail, the viewing platforms, and the parking area. Due to the slope of this levee, the construction of project components on or directly adjacent to it has the potential to cause it to become unstable if any undercutting of the slope occurs. However, the project design has taken into consideration the existing levee slope and it does not include any components that would undermine the levee. Therefore, the proposed project would not be expected to create an unstable soil condition that would result in on- or off-site landslide, lateral spreading, subsidence, or collapse. See above for a discussion of liquefaction. This would be considered a **less-than-significant impact**.

d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994, as updated), creating substantial direct or indirect risks to life or property?

Expansive soils, also known as shrink-swell soils, refer to the potential of soil to expand when wet and contract when dry. Some soils on the site present a moderate to high shrink-swell potential. Although the majority of the project components would not be affected by expansive soils, the viewing platforms and the parking area could be damaged if substantial soil movement occurred under these facilities. Therefore, this would be considered a **potentially significant impact**.

The implementation of Mitigation Measures GEO-1 would ensure that appropriate geotechnical design measures are implemented during project construction to minimize the risks associated with expansive soils. Therefore, these measures would reduce this impact to **less than significant with mitigation incorporated**.

e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?

The project would include the use of portable bathroom facilities that would be maintained by the City's Parks and Recreation Department. The project would not include components that would require the use of septic tanks or alternative wastewater disposal systems. Therefore, there would be **no impact**.

f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

The project site is located within the alluvial plain of the Sacramento Valley and does not contain any unique geologic features. Due to the site's relatively recent geologic history (i.e., Holocene era) and its proximity to the erosive forces of the Sacramento River, no paleontological resources are expected to be present. Therefore, there would be **no impact**.

3.8 GREENHOUSE GAS EMISSIONS

ENVIRONMENTAL ISSUES	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
VIII. Greenhouse Gas Emissions. Would the project:				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

AFFECTED ENVIRONMENT

Greenhouse gases (GHG) are gases that trap heat in the atmosphere. These gases are emitted by both natural processes and human activities. The accumulation of GHG in the atmosphere regulates the earth’s temperature. Without natural GHG, the Earth’s surface would be approximately 61 degrees Fahrenheit cooler (IPCC 2007). However, scientific studies have determined that the combustion of fossil fuels (coal, petroleum, natural gas, etc.) for human activities, such as electricity production and vehicle use, has elevated the concentration of these gases in the atmosphere beyond the level of naturally occurring concentrations. The increase in atmospheric concentrations of GHG has resulted in more heat being held within the atmosphere, which contributes to global climate change.

Global Warming Potentials (GWPs) are one type of simplified index (based upon radiative properties) that can be used to estimate the potential future impacts of emissions of various gases. GWP is based on a number of factors, including the heat-absorbing ability of each gas relative to that of carbon dioxide, as well as the decay rate of each gas relative to that of carbon dioxide. Common GHG components include water vapor, carbon dioxide, methane, nitrous dioxide, chlorofluorocarbons, hydro-fluorocarbons, perfluorocarbons, sulfur hexafluoride, and ozone.

The City of West Sacramento is on course to transition from a suburban community to an urban city as it embraces the regional Sustainable Communities Strategy (SCS) adopted by the Sacramento Area Council of Governments (SACOG) as part of the Metropolitan Transportation Plan (MTP). A key strategy of that plan (intended to reduce GHG emissions) is to promote compact, urban-density development patterns in areas that are well served by transit (ICF International 2016). The plan also focuses on preserving natural areas to enhance the urban environment and to absorb GHG emissions. In addition, the City participates in the Mayors’ Commission on Climate Change, which is a joint initiative of the mayors of West Sacramento and Sacramento to develop a common vision and set of strategies for both cities to achieve carbon zero by 2045.

DISCUSSION

a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

Construction of the proposed project would generate GHG emissions associated with construction vehicle operations. In addition, the proposed recreational amenities would attract recreational users, who would come to the site through a variety of transportation modes including passenger vehicles, bicycles and walking. The use of passenger vehicles to access the site would generate GHG emissions from vehicle exhaust. However, the site is being designed to provide passive recreational uses, which would tend to draw dog walkers, joggers and cyclists from the surrounding neighborhood. These uses would not generate GHG emissions. Also, parklands provide landscapes that absorb GHGs and produce oxygen. Because of the relatively limited construction activities associated with project implementation, the planned passive uses of the site, and the benefits provided by parklands, the project would not be expected to generate GHG emissions, either directly or indirectly, that would have a significant impact on the environment. Therefore, this impact would be **less than significant**.

b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

Environmental quality and sustainability is one of the six Metropolitan Transportation Commission principles addressed in SACOG's MTP/SCS, which was adopted by SACOG on February 18, 2016. The MTP/SCS provides a long-range framework to minimize transportation impacts on the environment, improve regional air quality, protect natural resources, and reduce GHG emissions. By providing recreational amenities within a natural landscape that is surrounded by a rapidly urbanizing community, the project helps protect natural resources within the city and provides opportunities for passive recreation within walking distance of existing and planned residential neighborhoods. These amenities would be consistent with the long-range framework of SACOG's MTP/SCS. Therefore, the proposed project would not conflict with an applicable plan, policy or regulation adopted for the purpose of reducing GHG emissions. There would be **no impact**.

3.9 HAZARDS AND HAZARDOUS MATERIALS

ENVIRONMENTAL ISSUES	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
IX. Hazards and Hazardous Materials. Would the project:				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and/or accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excess noise for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildland fires?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

AFFECTED ENVIRONMENT

A computerized database search of various agency lists was conducted for the project site to identify any known sites of hazardous material contamination. Search results revealed no known hazardous materials site located within the project boundaries.

The State CEQA Guidelines require that initial studies and environmental impact reports assess whether a project will emit hazardous air emissions or involve the handling of extremely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school (see Sections 21151.2 and 21151.4 of the Public Resources Code; Appendix G of the State CEQA Guidelines). No schools are located within ¼ mile of the project site.

Based on pond sediment sampling conducted in July 2020, the sediment samples in both ponds were elevated in arsenic, cadmium, chromium, copper, lead, manganese, nickel, and vanadium. Diesel range organics were elevated in all sediment samples except for the shallow sample from the small pond. The small pond was also elevated with respect to zinc concentrations. Arsenic is highly elevated in all the pond sediment samples; in fact, it is roughly double the highest listed screening level concentration (NOAA SQuiRTs 'Severe Effect Level'). Manganese is also highly elevated (up to about four times the screening level concentration) in all samples. Other metals in the sediment samples are also identified as having elevated concentrations above one or more screening levels.

Emergency response and evacuation services for the project area are provided by the various departments in the City of West Sacramento and through Yolo County Sheriff, Fire, and Emergency Services Departments. The City of West Sacramento and RD 537 have entered a joint flood operation agreement. The agreement has established procedures to protect the health, safety, welfare and property of the residents and landowners in the project area. Procedures described in the agreement document consist of flood preparedness, information management, monitoring, flood fighting, and flood evacuation (ICF International 2016).

Safety hazards associated with airports generally are related to construction of tall structures and the creation of wildlife attractants (e.g., wetlands, golf courses, and waste disposal operations) that could interfere with airplane flight paths. The State CEQA Guidelines (Section 21096 of the Public Resources Code) require analysis of airports within 2 nautical miles of a proposed project. The Sacramento Executive Airport is located approximately 2 miles southeast of the project site. The project site is not located within the boundaries of the Sacramento Executive Airport Comprehensive Land Use Plan (ALUC 1999).

DISCUSSION

a) **Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?**

The use, handling, and storage of hazardous materials is regulated by both the Federal Occupational Safety and Health Administration (Fed/OSHA) and the California Occupational Safety and Health Administration (Cal/OSHA). Cal/OSHA is responsible for developing and enforcing workplace safety regulations. Both federal and State laws include special provisions/training in safe methods for handling any type of hazardous substance. These strict regulations ensure that potential hazards associated with construction and operational activities do not create a significant hazard to the public.

During project construction, potentially hazardous liquid materials such as oil, diesel fuel, gasoline, and hydraulic fluid would be used at the site in construction equipment. These substances are commonly used during construction projects and the risk of a spill that would create a significant hazard to the public or environment would be negligible due to the small quantities of hazardous substances used and the short duration of construction. However, a release of hazardous substances from construction equipment due to a leak or spill could adversely affect the environment. Although unlikely, this would be considered a **potentially significant impact**. The ongoing use of hazardous materials following project construction would not be anticipated.

During construction, the removal of soils from the two ponds could expose workers to contaminants including arsenic, cadmium, chromium, copper, lead, manganese, nickel, vanadium, diesel range organics and zinc. These

contaminants could represent a risk to the health of the workers. Also, during the removal process, the contaminants could be inadvertently released into the environment. The exposure of workers to contaminants or the release of contaminants into the environment would be considered a **potentially significant impact** due to its potential to expose people and wildlife to health hazards.

Mitigation Measure HAZ-1

Prior to initiating construction of the proposed project, the Contractor shall submit a written safety program to the City of West Sacramento. This plan shall include, at a minimum:

- A fire or medical emergency response access plan.
- A police emergency response access plan.
- An access control plan to its staging and equipment storage areas.
- The name and contact information for the Safety Director/Manager responsible for managing the safety, health and environmental risk factors for the Contractor. The Safety Director/Manager shall be reachable within 30 minutes.
- Typical tailgate safety meeting agenda and frequency.
- Compliance or exceedance of applicable OSHA requirements.
- New hire safety orientation training.
- Any applicable job specific requirements or permits.
- If requested, Contractor shall provide safety training records for employees working on the project.

Mitigation Measure HAZ-2

Hazardous Materials Contingency Plan (HMCP): The contractor shall prepare and submit to the City a contingency plan for handling hazardous materials, whether found or introduced on site during construction. The plan shall include construction measures as specified in local, state, and federal regulations for hazardous materials and the removal of on-site debris. The plan must include the following measures at a minimum:

- If contaminated soils or other hazardous materials are encountered during any soil moving operation during construction (e.g. trenching, excavation, grading), construction shall be halted and the HMCP implemented.
- Instruct workers on recognition and reporting of materials that may be hazardous.
- Identify and contact subcontractors and licensed personnel qualified to undertake storage, removal, transportation, disposal, and other remedial work required by, and in accordance with, laws and regulations.

Mitigation Measure HAZ-3

Sediment Contaminant Remediation Plan: The contractor shall prepare and submit to the City a remediation plan for the excavation of contaminated sediments within the two ponds. The plan must include the following measures at a minimum:

- A pond dewatering plan that identifies the disposal area for pond water and any permitting necessary to conduct the dewatering.
- A sediment sampling protocol that will be used to determine the extent of potential sediment contamination and the total area and depth of excavation. The protocol will identify the metrics for determining when sufficient sediment has been removed to ensure elevated contaminant levels no longer remain within the ponds.

The implementation of these mitigation measures would minimize this impact by requiring that safety training be conducted during project construction; by requiring the development of emergency response plans; by identifying a Safety Director/Manager responsible for managing the safety, health and environmental risk factors for the contractor; by requiring the preparation of a HMCP, and by requiring preparation of a sediment contaminant remediation plan. With the implementation of these mitigation measures, this impact would be **less than significant with mitigation incorporated**.

b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and/or accident conditions involving the release of hazardous materials into the environment?

Similar to the analysis of question a) above, any handling, transporting, use, or disposal of hazardous or potentially hazardous materials would be required to comply with all applicable federal, state, and local agencies and regulations. Both short-term construction and long-term operation of the project would be required to adhere to the policies and programs set forth by applicable regulatory agencies. This compliance, along with the limited use of hazardous materials during construction, would minimize the potential for the accidental release of hazardous materials into the environment. However, a release of hazardous substances during excavation of the two ponds or from construction equipment due to a leak or spill could adversely affect the environment and would be considered a **potentially significant impact**.

The implementation of Mitigation Measures HAZ-1, HAZ-2 and HAZ-3 would minimize this impact by requiring that safety training be conducted during project construction; by requiring the development of emergency response plans; by identifying a Safety Director/Manager responsible for managing the safety, health and environmental risk factors for the contractor; by requiring the preparation of a HMCP, and by requiring preparation of a remediation plan. With the implementation of these mitigation measures, this impact would be **less than significant with mitigation incorporated**.

c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

No existing or proposed schools are located within 0.25 mile of the project site. Therefore, **no impact** would occur related to emissions or handling of hazardous materials within one-quarter mile of an existing or proposed school.

d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code §65962.5 and, as a result, would it create a significant hazard to the public or the environment?

According to the California Department of Toxic Substances Control Envirostor website (DTSC 2020), there are no records of contaminated sites within the project site. The nearest identified site is located east of Village Parkway and south of Tamarack Road on property owned by Washington Unified School District (WUSD). No WUSD facilities are located on this property. DTSC received a Phase I Environmental Site Assessment (Phase I ESA) for a proposed project on the site on October 9, 2018 from WUSD. The Phase I ESA described current and historical land use that may impact the WUSD-owned property (DTSC 2020).

According to the Phase I ESA, the WUSD site has been used for agricultural purposes from at least 1937 to present. Agricultural use at the site primarily consisted of dry-farmed crops such as wheat and safflower. From the mid-1990s until 1999, vegetables including onions, spinach, and tomatoes were grown at the site. The site is currently vacant and has never been developed with any known structures. No specific contaminants of concern were identified by DTSC (DTSC 2020).

The project site is not included on a list of hazardous materials sites compiled pursuant to Government Code §65962.5 and no specific contaminants of concern were identified at the nearest location identified on the Envirostor website (i.e., the WUSD-owned property). As a result, the project would not create a significant hazard to the public or the environment related to listed hazardous materials sites. Therefore, **no impact** would occur.

e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excess noise for people residing or working in the project area?

The project site is located approximately two miles northwest of the Sacramento Executive Airport, which has a Comprehensive Land Use Plan that was adopted in 1998 and amended in 1999 (ALUC 1999). The land use plan identifies height restriction areas, noise restriction areas, and safety restriction areas surrounding the airport. The project site is not located within any of these areas. Therefore, the proposed project would not result in a safety hazard or excess noise for people residing or working in the project area. There would be **no impact**.

f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

Emergency vehicle access is provided to the project site by Chicory Loop, which encircles the project site. Access is provided from both the northeastern and southwestern on this roadway. These two segments of Chicory Loop allow emergency vehicles to access the site from two separate directions. Also, evacuation of the site could occur in either direction. In addition, the surrounding roadway network provides a wide array of evacuation routes from the project site including traveling southwest on Village Parkway to Davis Street or Gregory Avenue to access Jefferson Boulevard or traveling north on Village Parkway to access Linden Road or Lake Washington Boulevard to access Jefferson Boulevard. Therefore, the proposed project would not be expected to result in inadequate emergency access either during or after construction. This impact would be **less than significant**.

g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildland fires?

The proposed project would not include any occupants that could be exposed to wildfires. The project is limited to habitat and recreation improvements within an area that is separated from the surrounding land uses by a flood control levee. These improvements would be expected to reduce wildfire risk within the project site by managing site vegetation and establishing recreational trails that would provide fire breaks between vegetated areas of the site. Any recreational users within the project boundaries would be expected to evacuate the area in the event of a wildfire. The project does include some recreational amenities that could be damaged in the event of a wildfire including the viewing platforms and trail boardwalks. However, the risk that these amenities would be lost during a wildfire at the site is low due to the ability of the City's Fire Department to quickly respond to the site. Therefore, there would be a **less-than-significant impact**.

3.10 HYDROLOGY AND WATER QUALITY

ENVIRONMENTAL ISSUES	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
X. Hydrology and Water Quality. Would the project:				
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:				
i) Result in substantial on- or offsite erosion or siltation;	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ii) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iii) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iv) Impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

AFFECTED ENVIRONMENT

The project site is located along the Sacramento River between river mile (RM) 55.8 and RM 55.1. This section of the Sacramento River collects water from most of the Sacramento River Basin including the Feather, Yuba, and American Rivers. Flows in the Sacramento River are influenced by reservoir releases at Shasta, Oroville, Englebright, and Folsom Dams. During high flood events, the Fremont Weir and Sacramento Weir divert water away from the City of Sacramento into the Yolo Bypass upstream of the confluence with the American River. Both banks of the Sacramento River have been reinforced with levees first mapped in 1895. Construction of levees through the mid to late 20th century reduced the amount of river widening but increased the amount of bed incision and exacerbated the pressure on the levees protecting the urban development on the east side of the river (cbec 2011). The Southport EIP included levee improvements, construction of a setback levee and offset area, and erosion repairs to bring levees on the West Sacramento side of the river up to current engineering standards for flood protection.

LOCAL GROUNDWATER-SURFACE HYDROLOGY CONDITIONS

The groundwater system in the Southport area is divided into shallow (the uppermost 120 feet in depth) and deep (below 120 feet in depth) zones. The lower bound of the shallow zone is the maximum depth of the shallow sand and gravel unit observed in sub-surface boring investigations (LSCE 2015). There is relatively little confinement to the shallow aquifer and most of the recharge occurs as seepage from the Sacramento River (LSCE 2015). Generally, the river is a losing stream. This means it recharges the aquifer through seepage under the existing levees when the river stage is higher than the groundwater elevation. During low river stages, the falling limbs of storm hydrographs, and strongly tidally dominated periods (July to November), the river is a gaining stream. During this time, the groundwater gradient is inverted and water flows into the river from the adjacent aquifer (cbec 2018). The relationship between changes in river water surface elevation and the groundwater level diminishes with distance from the river (cbec 2018). This reach of the Sacramento River is tidally influenced with an average tidal variation of 1.3 feet.

Several piezometers constructed for WSAFCA are in proximity to the project site (LSCE 2015) that were used to estimate the water surface elevations in the Bees Lakes. A significant limitation of estimating water surface elevations in this area through analyzing this piezometer data is the relatively short period of record available (November 2011 to February 2014). Monitoring well 07 (MW-07) was constructed in Fall 2011 by Blackburn Consultants, Inc. (BCI). The piezometer is 25 feet deep with a screened interval of 5 to 25 feet below ground surface (LSCE 2015). MW-14 and MW-15 were installed by LSCE in June 2012 (LSCE 2015).

The hydrograph for MW-7, which is located 0.2 mile west of the project site, identifies a relatively stable groundwater elevation with little response to tidal influences (<0.1 foot) and the water level is typically between 4 and 6 feet above mean sea level (North American Vertical Datum of 1988 [NAVD 88]) for the period of record. It is thought that this muted response is primarily due to a predominance of clay within the screened interval of the piezometer (LSCE 2015).

The hydrograph for MW-14, which is located 0.6 mile southwest of the project site, displays a muted response to changes in river stage very similar to that of MW-7 (LSCE 2015). This piezometer has the screened section in a layer of silty sand. This layer is lying under mostly layers of clay, which may contribute to the muted response to changes in stage. Groundwater elevations are typically between 5 and 8 feet NAVD 88 with daily fluctuations of about 0.2 foot for the period of record (LSCE 2015).

MW-15 is located approximately 800 feet from the Sacramento River and 0.7 mile northeast of the project site. This piezometer has groundwater elevations that range from 3 to 16 feet NAVD 88 for the period of record. The hydrograph for this well shows a much greater degree of hydraulic connectivity with the river compared to MW-7 and MW-14. The daily fluctuations at this gage due to tidal influences are about 0.4 feet.

In the LSCE report (LSCE 2015), it is concluded that “Water levels in MW-7 correlate poorly with River stage but are likely consistent with the stage in Bees Lakes.” However, there is uncertainty in whether the water surface elevations in the Bees Lakes have a muted response to changes (e.g. MW-7) or if it is tightly correlated (e.g. MW-15). To encompass the possible water surface elevations in the Bees Lakes, the hydrographs from MW-7 and MW-15 were used to calculate the average groundwater levels during the wet (December-May) and dry (June-November) seasons. The average water surface elevation in the two ponds was calculated to be 5.9 feet NAVD 88 during the wet season and 4.9 feet NAVD 88 during the dry season.

GEOMORPHIC CONDITIONS

The project site lies on a straight segment of river between two bends. The upstream right bend is mild and the downstream left bend – Chicory Bend – is relatively sharp with a prominent scour hole on the outside of the bend. Erosion on the outside of Chicory Bend related to this scour hole has recently been repaired as a part of the Southport EIP to deter further erosion and outward migration of this bend. The left bend upstream of the project site is mild but has been protected with concrete paving at the downstream end, where shear stresses are greatest, to protect against migration toward Interstate 5. Erosive conditions due to river geometry and fluvial shear on the right bank of the river in the project area are less severe. Erosion on this bank is primarily due to waves from wind and boats, which are the primary erosive mechanism in this reach of the river (HDR 2015).

Studies presented in the Southport EIP Design Documentation Report (DDR) analyzed historical bank line stability and evaluated existing erosion sites and revetment conditions within the Southport EIP project reach. The bankline stability analysis documented that overall, the banklines within the Southport reach have been very stable over the period of historical records. Investigations of erosion and revetment conditions included terrestrial mapping and qualification of existing bank protection and identification of subaqueous revetment extent using side scan sonar and sub-bottom sediment profiling. These studies showed that the right bank of the Sacramento River remnant levee in the project area – the east slope of Chicory Loop – is not armored with rip rap. Side scan sonar survey data indicated that rip rap exists on the bank at water's edge between the two marinas, but this should be verified by manual probing as riprap was not observed during boat surveys and is not visible in aerial imagery. Over 300 feet of densely vegetated floodplain lies between the river and the toe of the remnant levee under non-flood conditions. This provides a layer of protection against wind and waves that have led to a significant amount of levee erosion along this reach of the Sacramento River (HDR 2015).

FLOOD CONDITIONS

A hydraulic analysis was conducted to characterize potential hazards associated with a breach of the remnant levee that separates the interior northwestern portion of the project site from the Sacramento River. Several soil borings done by Blackburn and Associates have identified the remnant levee material in the project vicinity as primarily Poorly Graded Sand. The new embankment levees connecting the marinas to Village Parkway consist primarily of sandy silt (cbec 2015). Six levee breach alternatives were evaluated using a hydraulic model with an input flow corresponding to the peak of the 200-year flood event (cbec 2015). The six breach alternatives that were modeled include combinations of two geometries and three scenarios. The three scenarios include a singular breach along the remnant Chicory Loop levee, a singular breach along the upstream access embankment connecting the Sacramento Yacht Club to Village Parkway, and simultaneous breaches occurring at both the remnant levee and embankment locations. For each of these three scenarios, a minimum and maximum breach geometry were analyzed to bracket the range of the likely resulting conditions. Each model run begins with an empty basin inside the levee ring and a 200-year flood stage in the offset floodplain area and along the remnant levee (to the east and south). Levee breaches develop horizontally from the initial point of failure. In this case, the breach rates of 119 feet/hour and 300 feet/hour were selected to represent the minimum and maximum breach geometries. Given the relatively small volume of the project site's interior basin (650 acre-feet), the water levels of the basin and Sacramento River reached equilibrium quickly (cbec 2015).

Analysis of the model results predicted that the duration of flow through the breach and maximum breach size would be limited by the small storage volume within the levee ring. The backwater created as land within the levee ring becomes inundated would impede flow through a breach in the remnant levee, mitigating the duration of high velocity flow through the breach, and thus damage to the remnant levee. With maximum velocities for the breach alternatives ranging from 4.3 to 8.2 feet/second and occurring for a few minutes at shallow depths, none of the alternatives produced velocity structures that would likely threaten the integrity of the setback levee (cbec 2015).

PREDICTED SEA LEVEL RISE

The Cal-Adapt website (<https://cal-adapt.org>) was reviewed for information regarding sea level rise. Cal-Adapt is an online resource to help visualize the effect of climate change on the local level. The CalFloD-3D tool displays local impacts of a 100-year storm event coupled with various levels of projected sea-level rise (SLR). By this tool, sea levels are projected to increase from 0 to 1.41 meters (0-4.62 ft) above current sea level. This prediction is based on the 2017 assessment of the vulnerability of Bay Area natural gas pipelines to the effects of climate change commissioned by the California Energy Commission (CEC 2017). In compiling the CalFloD-3D tool, researchers used a high-resolution digital elevation surface in a 3-dimensional hydraulic model that simulated 100-year storm surges coupled with SLR (CEC 2017).

The closest modeled location relevant to the project site is the north end of the Deep Water Ship Channel. The Deep Water Ship Channel meets the Sacramento River at RM 57.9. At this location, the maximum predicted change in water depth during a 100-year flood and a projected SLR of +1.41 meters was between 8.2 and 9.8 feet. Translated directly to the peak stage of the 100-year flood event at RM 55.5 on the Sacramento River, this would raise the river stage from 30.2 feet to the range of 38.4 - 40 feet.

SURFACE WATER QUALITY

The Sacramento River is considered part of waters of the United States and is monitored by the Central Valley Regional Water Quality Control Board (CVRWQCB) (DWR 2017). The CVRWQCB takes into consideration the many possible types of pollutants flowing downstream from agricultural, urban, and industrial sources. They monitor the water for general water quality parameters, pesticides, insecticides, carcinogens, and other toxic substances. As required by the federal Clean Water Act, the State of California has set Total Maximum Daily Loads (TMDLs). Under state law, the responsibility to establish and enforce these limits falls on the State Water Resources Control Board.

The section of river adjacent to the project site is considered part of the Delta Waterways (Northern portion) water body. This water body is currently being monitored for Chlordane, Chlorpyrifos, DDT (Dichlorodiphenyltrichloroethane), Diazinon, Dieldrin, Group A Pesticides, Invasive Species, Mercury, PCBs (Polychlorinated biphenyls), and Toxicity. Although many monitored constituents have exceeded the TMDLs in the past, none of them failed the most recent round of testing available for review in the 2016 Clean Water Act report (DWR 2017).

BEEES LAKES AND SACRAMENTO RIVER WATER QUALITY

The two ponds within the project site are surrounded by a ring of levees yet they are hydraulically connected to the Sacramento River and the shallow groundwater table through seepage. The hydraulic connectivity leads to water levels rising and falling along with the stage in the river and aquifer, but the ponds are expected to have a very high residency time. This lack of flushing leads to stagnant water, which promotes a substantial growth of algae and provides ideal mosquito habitat. Additionally, an abandoned boat and a large amount of trash have been observed in the ponds and are suspected to be negatively affecting water quality.

Based on water quality sampling conducted in July 2020, the water in the small pond had elevated concentrations of aluminum, barium, iron, manganese, diesel range organics, arsenic, beryllium, cadmium, cobalt, copper, lead, nickel, selenium, thallium, vanadium and zinc. The larger pond had elevated concentrations of aluminum, barium, iron, manganese, and diesel range organics (cbec 2020). Iron and diesel range organics were highly elevated above all screening levels in all water samples. Iron is four to more than ten times higher than the screening levels and diesel range organics are roughly two to four times higher. The small pond has barium levels two to ten times above the highest screening level and manganese concentrations at ten times above screening levels.

The understanding of the groundwater quality in the project area is based on studies of local wells at the two adjacent marinas and private domestic water wells. The closest drinking water wells to the project site are the small water system wells at Sherwood Harbor and the Sacramento Yacht Club. The California Department of Public Health conducted tests on these wells in 2001 for Sulfate and Nitrate. Neither of these wells exceeded the Maximum Contaminant level as established by the State of California Drinking Water Standards (LSCE 2015). The available groundwater data is summarized in Table 6.

TABLE 6 TMDLs MONITORED BY STATE WATER RESOURCES CONTROL BOARD

Contaminant	Last Tested	Result	Location
Chlordane	2008	Passed	Clarksburg
Chlorpyrifos	2008	Passed	Clarksburg
DDT (Dichlorodiphenyltrichloroethane)	2008	Passed	Rio Vista
Diazinon	2008	Passed	Clarksburg
Dieldrin	2008	Passed	Rio Vista
Group A Pesticides	2006	Passed	Freeport
Mercury	2007	Passed	Freeport
PCBs (Polychlorinated biphenyls)	2008	Passed	Clarksburg
Toxicity	2009	Passed	Hood
Source: LSCE 2015			

The domestic wells have electric conductivity ranging from 280 to 1,200 microSiemens/centimeter and an average of 665 microSiemens/centimeter. Well C-1 had the highest levels of salinity of these wells. It also had levels of Total Dissolved Solids, Chlorine, and Manganese above the Maximum Contaminant Level (MCL) established by the California Department of Public Health (CDPH) for public water systems (LSCE 2015). Well F-2 exceeded the MCL for Iron with a concentration of 800 micrograms/liter. The most common water quality problem was elevated levels of Manganese in these deep water wells (LSCE 2015).

DISCUSSION

a) **Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality?**

Construction of the proposed project would involve excavating, moving, filling, and temporary stockpiling soil on the project site. Grading and construction activities would remove vegetative cover and expose site soils to erosion via wind and surface water runoff. Also, accidental spills of fluids or fuels from construction vehicles and equipment, or miscellaneous construction materials and debris, could be mobilized and transported off-site in overland flow. These contaminant sources could degrade the water quality of receiving water bodies, potentially degrading surface water quality. This would be considered a **potentially significant impact**.

Mitigation Measure HYD-1

To ensure project construction activities do not adversely affect the water quality of local waterways, the following mitigation measures shall be implemented prior to and during construction:

- A storm water pollution prevention plan (SWPPP) shall be prepared for the proposed project with associated best managements practices (BMPs), consistent with City standards. The SWPPP shall be designed to protect water quality pursuant to the requirements of the National Pollutant Discharge Elimination System (NPDES) stormwater permit for construction activity (Order 99-08-DWQ, as amended). The SWPPP would identify and specify:
 - ▶ the use of erosion and sediment-control BMPs, including construction techniques that will reduce the potential for erosion, specifically into the Sacramento River, as well as other measures to be implemented during construction;
 - ▶ the means of waste disposal;
 - ▶ the implementation of approved local plans, non-stormwater-management controls, permanent post-construction BMPs, and inspection and maintenance responsibilities;
 - ▶ the pollutants that are likely to be used during construction that could be present in stormwater drainage and non-stormwater discharges, and other types of materials used for equipment operation;
 - ▶ spill prevention and contingency measures, including measures to prevent or clean up spills of hazardous waste and of hazardous materials used for equipment operation, and emergency procedures for responding to spills;
 - ▶ personnel training requirements and procedures, including the use of a sign-in log identifying who attended required trainings, that will be used to ensure that workers are aware of permit requirements and proper installation methods for BMPs specified in the SWPPP; and
 - ▶ The appropriate personnel responsible for supervisory duties related to implementation of the SWPPP.
- Where applicable, BMPs identified in the SWPPP shall be in place throughout all site work and construction. BMPs may include such measures as the following:

- ▶ Implementing temporary erosion-control measures in disturbed areas to minimize discharge of sediment into nearby drainage conveyances. These measures may include silt fences, staked straw bales or wattles, sediment/silt basins and traps, geofabric, and sandbag dikes.
- All construction contractors shall retain a copy of the approved SWPPP on the construction site. The SWPPP shall be submitted to the Central Valley Regional Water Quality Control Board (RWQCB) pursuant to NPDES requirements, and completed and implemented before the start of construction activities.

The implementation of these mitigation measures would reduce the ability of project construction activities to adversely affect the water quality of local waterways. Therefore, this impact would be reduced to **less than significant with mitigation incorporated**.

b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?

The proposed project would not include the use of groundwater resources and would have no effect on groundwater supplies. Temporary dewatering activities are proposed to allow the removal of trash and contaminated soils from the two site ponds. However, due to the direct hydraulic connection between the ponds and the Sacramento River, the ponds would be expected to naturally refill quickly following the soil excavation activities. The dewatering activities would not be expected to affect long-term groundwater supplies. Therefore, this would be considered a **less-than-significant impact**.

c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:

i) Result in substantial erosion or siltation on- or off-site?

As described under response to Question a) above, construction of the proposed project would include grading and excavation activities that would expose site soils to wind and water erosion. Excessive erosion could result in soils being transported into local drainages including the Sacramento River. This would be considered a **potentially significant impact** during construction activities.

The implementation of Mitigation Measure HYD-1 would minimize this impact by requiring the contractor to develop and implement a SWPPP and applicable BMPs, which would substantially reduce offsite sediment transport and associated water quality degradation. With the implementation of these mitigation measures, this impact would be **less than significant with mitigation incorporated**.

ii) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite?

The proposed project includes the removal of invasive plants, replanting with native species, draining water and removing contaminated soils from the two site ponds, improving foot trails, and installing several recreational amenities. These improvements would not be expected to substantially increase the impermeable surfaces on the

site. Therefore, the project would not be expected to increase the rate or amount of surface runoff in a manner that would result in flooding on- or offsite. This would be considered a **less-than-significant impact**.

iii) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or?

The project's proposed recreational components are primarily located within the interior northwestern portion of the project site. Runoff water within this area flows into the two existing ponds and does not discharge from the project site. The trail improvements and other recreational amenities would not be expected to substantially alter stormwater flows in this area. For the portion of the project site adjacent to the Sacramento River, the project components are limited to a minor improvement to the trail that extends from Chicory Loop down to the river and invasive species removal and replanting with native species. Similarly, these changes would not be expected to substantially alter stormwater flows in this area. Neither the interior portion nor the river side of the project site contains a stormwater drainage system and no such system is proposed with project implementation. Stormwater would continue to flow either internally to the two ponds or by overland flow into the Sacramento River. Therefore, the proposed project would not create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff. Therefore, this would be considered a **less-than-significant impact**.

iv) Impede or redirect flood flows?

Implementation of the proposed project would not physically alter the project site to such a degree that it would impede or redirect flood flows. Only minor changes are being proposed on the portion of the site adjacent to the Sacramento River including minor improvements to the trail that extends from Chicory Loop down to the river to improve accessibility and conducting invasive species removal and replanting with native species. Following construction, the site characteristics adjacent to the Sacramento River would not substantially differ from the current uses.

The remnant levee that forms the foundation for Chicory Loop historically kept high water levels from inundating the agricultural and residential lands to the north and west. However, with construction of the Southport EIP setback levee, the remnant levee is no longer being maintained for flood control purposes. The proposed project includes some improvements, such as access ramps, that would be construction on the northwestern side of the remnant levee. Because these improvements include adding material to the remnant levee, they would not be expected to increase the risk for a levee breach.

A hydraulic analysis was conducted to characterize the potential hazards in the event that a breach of the remnant levee did occur and flood flows entered the site's interior basin. The analysis concluded that given the relative small volume of the interior basin (650 acre-feet), the water levels of the basin and Sacramento River would reach equilibrium quickly (cbec 2015). As equilibrium is reached, the erosive forces of the water entering the basin would quickly dissipate. Therefore, the Southport EIP setback levee would not be exposed to high erosional forces that could contribute to a levee breach. For the reasons described above, the proposed project would not impede or redirect flood flows and this would be considered a **less-than-significant impact**.

d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?

The portion of the project site located adjunct to the Sacramento River is subject to inundation when flows are high in the river. However, only minor changes are being proposed adjacent to the Sacramento River including minor improvements to the trail that extends from Chicory Loop down to the river to improve accessibility and conducting invasive species removal and replanting with native species. These project changes would have no effect on the existing flood hazards within this portion of the project site.

A breach in the remnant levee would result in inundation of the interior portion of the site, which could destroy the project's recreational components. However, the project does not propose uses that if exposed to flooding, would release pollutants into the environment. Also, based on its distance from large open bodies of water and location within an area with low potential seismic activity, the project site would not be exposed to tsunamis or seiches. Therefore, there would be **no impact**.

e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?

Due to the proposed project's limited area of impact and the relatively minor change to the site's current uses, it would not be expected to conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan. Therefore, there would be **no impact**.

3.11 LAND USE AND PLANNING

ENVIRONMENTAL ISSUES	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
XI. Land Use and Planning. Would the project:				
a) Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

AFFECTED ENVIRONMENT

The City of West Sacramento General Plan land use designation for the site is Open Space (OS) and the zoning designation is Public Open Space (POS). The land use designations directly northwest and west of the project site include Rural Residential, Low-Density Residential, High-Density Residential, Commercial, and Recreation and Parks (City of West Sacramento 2016).

The project site is owned by the West Sacramento Area Flood Control Agency. The portion of the site located southeast of Chicory Loop adjacent to the Sacramento River also includes a State Lands Commission public trust easement for commerce, navigation and fisheries. The purpose of the easement is to preserve, enhance or create wetlands, riparian habitat and open space. The State Lands Commission considers the public trust easement a significant benefit to the public trust because it permanently protects the parcel from commercial and/or residential development and creates new public recreational opportunities, and preserves wetlands, riparian habitat and open space (State Lands Commission 2012).

DISCUSSION

a) Physically divide an established community?

The proposed project includes restoring habitat and constructing recreational improvements. These project improvements would not physically divide the community. Therefore, there would be **no impact**.

b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?

The proposed project includes restoring habitat and constructing recreational improvements within an unmanaged natural area within the City. These improvements would not conflict with any of the policies included in the City’s General Plan and would be consistent with the current use of the site. The proposed project would have no adverse effect on applicable land use plans, policies or regulations. Therefore, there would be **no impact**.

3.12 MINERAL RESOURCES

ENVIRONMENTAL ISSUES	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
XII. Mineral Resources. Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

AFFECTED ENVIRONMENT

No commercial mining operations are known to have occurred in West Sacramento. Most of the area is classified as MRZ-1 by the California Division of Mines and Geology (Cupras 1988), which indicates no significant mineral deposits are present. The project area is classified as MRZ-3, which means aggregate deposits of undetermined significance occur on the site. Lands classified as MRZ-1 or MRZ-3 are not affected by state policies pertaining to the maintenance of access to regionally significant mineral deposits under the California Surface Mining and Reclamation Act of 1975. However, as noted in an early geotechnical report for the proposed West Sacramento program (Kleinfelder 2007), the project area contains discontinuous pockets of sand (sand and aggregate being the mineable mineral resources typically found in the program region); therefore, the project area could not be effectively or economically mined and is considered not to contain regionally or locally important mineral resources. Obviously portions of it do, however, contain material suitable for construction of levees, but levee materials are finer grained than mineable aggregates.

DISCUSSION

a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?

The proposed project includes restoring habitat and constructing recreational improvements. The project would not result in the loss of known mineral resources of value to the region or residents of the state. There would be **no impact**.

b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?

The project site has not been designated as a locally important mineral resource recovery site. Therefore, the proposed project would have no effect on locally important mineral resource recovery sites. There would be **no impact**.

3.13 NOISE

ENVIRONMENTAL ISSUES	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
XIII. Noise. Would the project result in:				
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Generation of excessive groundborne vibration or groundborne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

AFFECTED ENVIRONMENT

Noise is generally defined as sound that is loud, disagreeable, unexpected, or unwanted. Sound is mechanical energy transmitted in the form of a wave because of a disturbance or vibration, and as any pressure variation in air that the human ear can detect.

Because of the ability of the human ear to detect a wide range of sound-pressure fluctuations, sound-pressure levels are expressed in logarithmic units called decibels (dB) to avoid a very large and awkward range in numbers. The sound-pressure level in decibels is calculated by taking the log of the ratio between the actual sound pressure and the reference sound pressure squared. The reference sound pressure is considered the absolute hearing threshold (California Department of Transportation 1998). Use of this logarithmic scale reveals that the total sound from two individual 65-dBA sources is 68 dBA, not 130 dBA (i.e., doubling the source strength increases the sound pressure by 3 dBA).

Vibration is the periodic oscillation of a medium or object. The rumbling sound caused by the vibration of room surfaces is called structure borne noise. Sources of groundborne vibrations include natural phenomena (e.g., earthquakes, volcanic eruptions, sea waves, landslides) or human-made causes (e.g., explosions, machinery, traffic, trains, construction equipment). Vibration sources may be continuous, such as factory machinery, or transient, such as explosions. As is the case with airborne sound, groundborne vibrations may be described by amplitude and frequency.

Vibration amplitudes are usually expressed in peak particle velocity (PPV) or root mean squared (RMS), as in RMS vibration velocity. The PPV and RMS velocity are normally described in inches per second (in/sec). PPV is defined as the maximum instantaneous positive or negative peak of a vibration signal. PPV is often used in monitoring of blasting vibration because it is related to the stresses that are experienced by buildings (FTA 2006,

Caltrans 2002). Caltrans has established a recommended standard for vibration levels of 0.2 inches per second PPV (Caltrans 2002).

Construction vibrations can be transient, random, or continuous. Transient construction vibrations are generated by blasting, impact pile driving, and wrecking balls. Continuous vibrations result from vibratory pile drivers, large pumps, and compressors. Random vibration can result from jackhammers, pavement breakers, and heavy construction equipment.

NOISE ENVIRONMENT

The project area consists of undeveloped land with a relatively dense riparian canopy, two small ponds, a historic levee road (i.e., Chicory Loop) that bisects the property, the new Southport EIP levee along the northwestern boundary, and the two marina access roadways that combine with the former segment of the levee road to form the Chicory Loop. The Little Pocket residential neighborhood is located directly southeast of the project site across the Sacramento River and Southport residential neighborhoods are located directly north of the project site. The Sacramento Yacht Club and the Sherwood Harbor Marina are located at the northeastern and southwestern ends of the project site, respectively. The lower elevations of the northwestern portion of the site are protected from surrounding noise sources by the historic levee and new Southport levee. The southeastern portion of the site directly adjacent to the Sacramento River is exposed to noise generated by boaters on the Sacramento River and activities at the two marinas.

Vehicle traffic on Village Parkway, which is located directly northwest of the project site, and boating traffic on the Sacramento River represent the primary noise sources in the project vicinity.

CITY OF WEST SACRAMENTO NOISE ORDINANCE

The City's noise ordinance is the primary enforcement tool for the operation of locally regulated noise sources, such as construction activity or outdoor recreation facilities, and is identified in Chapter 17.32 of the City Code. The noise ordinance sets noise level performance standards for non-transportation noise sources, which are summarized in Table 7. Examples of non-transportation noise sources are construction equipment, industrial operations, and outdoor recreation facilities. The noise ordinance does not include an exemption for temporary daytime construction activity. Therefore, the daytime and nighttime limits specified in the noise ordinance are considered to apply to all construction activities. In addition, the City code stipulates that no operation may be installed that by its construction or nature habitually or consistently produces noticeable vibration beyond the property line.

TABLE 7 CITY OF WEST SACRAMENTO NON-TRANSPORTATION NOISE LEVEL STANDARDS

Land Use	Noise Level Descriptor	Exterior Noise Levels		Interior Noise Levels	
		Daytime (7:00 a.m. to 10:00 p.m.)	Nighttime (10:00 p.m. to 7:00 a.m.)	Daytime (7:00 a.m. to 10:00 p.m.)	Nighttime (10:00 p.m. to 7:00 a.m.)
Residential	Hourly L_{eq} , dBA	50	45	45	35
	Max Level, dBA	70	65	-	-
Transient lodging	Hourly L_{eq} , dBA	-	-	45	35
Hospital, nursing home	Hourly L_{eq} , dBA	-	-	45	35
Theaters, auditoriums, music halls	Hourly L_{eq} , dBA	-	-	35	35
Churches, meeting halls	Hourly L_{eq} , dBA	-	-	40	40
Office buildings	Hourly L_{eq} , dBA	-	-	45	45
Schools, libraries, museum	Hourly L_{eq} , dBA	-	-	45	45

Note: Each noise level specified above will be lowered by 5 dB for simple tone noises, noises consisting primarily of speech or music, or for recurring impulsive noises. These noise level standards do not apply to residential units established in conjunction with industrial or commercial uses (e.g., caretaker dwellings).

dBA = A-weighted decibel.

L_{eq} = equivalent sound level.

Source: ICF International 2014.

DISCUSSION

a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

Implementation of the proposed project would include draining the two ponds, excavating contaminated soils from each pond, importing and placing soil for a parking area and site access ramps, trail grading, and constructing recreational amenities. For impact evaluation purposes, project construction is assumed to be completed in a single construction season. However, individual project components could be constructed in phases over several seasons if dictated by funding availability. Invasive plant removal and replanting is assumed to occur over two seasons. All construction activities would typically be conducted between the hours of 7:00 a.m. and 6:00 p.m. standard time.

Construction activities typically include a variety of construction equipment including backhoes, excavators, loaders, dump trucks, and compaction equipment. As indicated in Table 8, operational noise levels associated with individual equipment would generate typical noise levels ranging from 76 to 88 dBA at a distance of 50 feet.

Combined on-site construction equipment associated with the proposed project would be expected to include a grader, a back hoe and haul trucks during pond excavation and site grading activities. This equipment has the potential to generate collective noise levels up to 88 dB L_{eq} at 50 feet during operations involving the loudest equipment. Typical operating cycles for these types of construction equipment involve limited periods of full

power operation followed by periods of lower power settings. Therefore, construction noise levels would typically be below the 88 dB L_{eq} level.

Noise-sensitive receptors in the vicinity are the residences located approximately 600 feet to the southeast across the Sacramento River within the Little Pocket neighborhood of the City of Sacramento and approximately 850 feet to the north along Tamarack Road within the Southport area of the City of West Sacramento. Because the majority of construction activities would occur within an area that is surrounded by levees, the noise generated from construction equipment would be substantially attenuated. Earthen levees have a noise-reducing effect similar to sound walls, typically reducing noise levels by between 10 and 15 dB. In addition, due to the reduction in noise energy that occurs with distance, the nearest residences would not be expected to experience noise levels in excess of City standards.

The occurrence of elevated construction noise during noise-sensitive evening and nighttime hours would be considered a nuisance for local residents due to the potential for sleep disruption. However, most residents located in developed communities recognize that construction activities are inevitable from time to time and that short-term daytime noise impacts associated with construction activities are expected on occasion.

TABLE 8 CONSTRUCTION EQUIPMENT NOISE EMISSION LEVELS

Equipment Type	Typical Noise Level (dB) @ 50 feet
Air Compressor	81
Backhoe	85
Compactor	82
Concrete Pump	82
Concrete Breaker	82
Truck Crane	88
Dozer	87
Generator	78
Grader	85
Front-end Loader	84
Asphalt Paver	88
Pneumatic Tools	85
Water Pump	76
Power Hand Saw	78
Power Shovel	82
Trucks	88

*All equipment fitted with properly maintained and operational noise control device, per manufacturer specifications.
 Source: Bolt, Beranek and Newman, FTA 2006.

Project construction noise impacts would be temporary in character, as they would extend over a single construction season. In addition, the construction would be limited to the required daylight hour timeframes

identified in the City code. These limitations are generally considered to be reasonable for purposes of ensuring that temporary noise impacts occur in hours when most people are at work or, if at home, are awake. For these reasons, the project's construction noise impacts would be considered **less than significant**.

CONSTRUCTION-GENERATED TRAFFIC

Implementation of the proposed project would result in an increase of traffic volumes due to the addition of construction-generated traffic. Construction-generated traffic volumes would be dependent on material requirements and material availability. Construction related traffic would be expected to include the use of dump trucks, haul trucks, and various deliveries of material and equipment occurring throughout the construction period and well as construction worker commuting to and from the site.

Increases in construction traffic attributable to the project would result in a negligible and imperceptible increase in roadway noise. Typically, traffic volumes have to double before the associated increase in noise levels is noticeable along roadways. The construction activities would be expected to contribute a small percentage to the existing traffic levels in the City. As a result, project generated construction traffic noise levels would be **less than significant**.

LONG-TERM OPERATIONAL NOISE

Following construction, the site activities would consist of passive recreational uses, which would not be expected to result in the exposure of people to long-term operational noise levels exceeding applicable noise standards. Therefore, there would be **no impact**.

b) Generation of excessive groundborne vibration or groundborne noise levels?

Construction of the proposed project would generate some groundborne vibration associated with trucks accessing the site and excavation activities. However, this ground borne vibration would be consistent with typical construction activities in the region and would not be considered excessive. Also, no structures are located within the project vicinity that would be exposed to the vibrations. The nearest sensitive receptors to the project site include residences located approximately 600 feet to the southeast across the Sacramento River within the Little Pocket neighborhood of the City of Sacramento, and residences located approximately 850 feet to the north along Tamarack Road within the Southport area of the City of West Sacramento. At these distances, groundborne vibration associated with project construction activities would be undetectable at the residences. Therefore, these construction activities would not be expected to expose people to excessive groundborne vibration or noise.

Following construction, the site activities would consist of passive recreational uses, which would not be expected to generate groundborne vibrations. Thus, operation of the project would not expose people to excessive groundborne vibration or groundborne noise levels. This impact is **less than significant**.

c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

The project site is located approximately two miles northwest of the Sacramento Executive Airport, which has a Comprehensive Land Use Plan that was adopted in 1998 and amended in 1999 (ALUC 1999). The land use plan

identifies height restriction areas, noise restriction areas, and safety restriction areas surrounding the airport. The project site is not located within any of these areas. The project site is also not located within the vicinity of a private airport. Therefore, the proposed project would not expose people residing or working in the project area to excessive noise levels associated with public use or private airstrip operations. There would be **no impact**.

3.14 POPULATION AND HOUSING

ENVIRONMENTAL ISSUES	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
XIV. Population and Housing. Would the project:				
a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

AFFECTED ENVIRONMENT

The project site is an unmanaged open space that has historically been utilized by local residents for recreational activities. The project site does not include any housing.

DISCUSSION

- a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?**

The proposed project does not involve the construction of any components (i.e. roads, residential homes) that would induce population growth. The proposed project includes restoring habitat and constructing recreational improvements. These improvements would not induce growth beyond what has been planned for in the adopted City of West Sacramento General Plan. Therefore, there would be **no impact** on population growth in the area.

- b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?**

The proposed project would not result in the demolition of any homes and does not include any components that would result in the displacement of any homes or create the need for replacement housing. There would be **no impact**.

3.15 PUBLIC SERVICES

ENVIRONMENTAL ISSUES	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
XV. Public Services. Would the project:				
a) Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, or the need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services:				
Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

AFFECTED ENVIRONMENT

Public services include fire and police protection, schools, parks, and other public facilities. The West Sacramento Fire Department is responsible for providing fire protection services within the city. The five fire stations in the city operate 24 hours a day, seven days a week with a combined staffing of 17 personnel on duty, including a battalion chief to respond to all structure fires and other emergencies (ICF international 2016). The closest fire station to the project site is Fire Station #45 located at 2040 Lake Washington Boulevard.

Law enforcement services for the project area are provided by the West Sacramento Police Department. The Department is responsible for patrolling city neighborhoods, responding to calls for service, investigating crime and arresting offenders, and working closely with the community to identify and solve problems of crime and neighborhood disorder (ICF International 2016).

The project area is located within the Washington Unified School District, which provides primary, secondary, and high school education services to city residents. The District is governed by a Board of Education comprising five locally elected officials responsible for policies, curricula, budget, and overseeing facilities (ICF International 2016).

West Sacramento Parks and Recreation consists of three separate functions: a parks division, a recreation division, and a tree program. The Recreation Division provides community members with a wide variety of recreation opportunities: aquatics, children’s programs, teen programs, youth sports, adult sports, Active Aging Programs, leisure interest classes, recreation programs for individuals with special needs, and special events.

DISCUSSION

- a) **Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, or the need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services listed above:**

The main driver for emergency and medical services for the project area is the use of the area by the City's homeless population. The homeless community occasionally sets up camp within the project site as it is mostly out of view of the general public. The City has removed homeless encampments from the project area for health and safety reasons. With planned developed near the project area in the near future, interest in and use of this area will increase, requiring the City to take proactive steps to ensure public safety. However, the proposed project improvements are anticipated to reduce the appeal of the project site to the homeless community and to improve the recreational management of the site.

The increased use of the site may increase the number of response calls at the site but the project does not include any specific components that would increase service requirements for the West Sacramento Fire Department or that would require additional fire protection facilities be constructed. The project area would continue to be served by the West Sacramento Police Department and project implementation would be expected to have a negligible effect on the provision of police protection services at the site. The project would not require the construction of additional police facilities.

The proposed project does not include any uses that would increase the demands on local schools or existing local park facilities. Therefore, the proposed project would not be expected to result in substantial adverse physical impacts associated with the provision of new or physically altered government facilities in the City of West Sacramento. There would be **no impact** on public services associated with project implementation.

3.16 RECREATION

ENVIRONMENTAL ISSUES	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
XVI. Recreation. Would the project:				
a) Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

AFFECTED ENVIRONMENT

The West Sacramento General Plan Policy Document identifies that the Sacramento Riverfront will be a well-known regional destination and attraction that will be a gathering point for people of the Sacramento region and beyond with both active social points of activities and quiet, natural opportunities. The City will continue to expand and enhance its regional and local bicycle/pedestrian trail network, providing active transportation and connecting its citizens and the region to a range of urban and delta destinations.

The Recreation and Cultural Resources element of the General Plan commits the City to ensuring continuous public access to the Sacramento River for its full length within West Sacramento, and calls for access to the Sacramento River to be linked to the City’s overall system of parks, recreational pathways, and open space.

A major goal of the Urban Structure and Design element of the general plan is to enhance the relationship between the City and the Sacramento River. Specific policies call for development of a continuous pedestrian and bicycle path along the river, development of visual and scenic areas along the riverfront, and development of pedestrian links between the river and public schools, parks, and other major open space areas. The Transportation and Circulation element of the general plan specifies that bicycle and pedestrian pathways be included adjacent to waterways, to the extent practical.

Several neighborhood parks and one community park are proposed for construction in the Southport basin near the project area. The Bees Lakes Open Space Area is identified in the Parks Master Plan as “having significant natural resources that warrant protection and that can provide for passive recreation use.” The Parks Master Plan recommends limiting development of this area to pedestrian-only trails (no horses, vehicles, or bicycles), interpretive facilities, and limited picnic facilities. It also recommends that sensitive habitat areas be protected by preventing human intrusion through the use of fencing, boardwalks, railings, or other design solutions.

The project site is an unmanaged open space that has historically been utilized by locals for bird watching, walking and hiking, biking and even paintball activities. The Bees Lakes ponds historically provided fishing opportunities, although they no longer do so. Currently within the project area, two BMX bike courses have been

developed by locals. A narrow and steep footpath provides access for fishing to the waterside beach area along the Sacramento River. In addition, equestrian riders are known to access the trails within the project site.

DISCUSSION

- a) **Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?**

The project includes constructing recreational facilities that would enhance recreational opportunities for local residents and regional visitors. By providing these facilities, the proposed project would be expected to reduce the demands on existing neighborhood and regional parks. Therefore, the project would have **no impact**.

- b) **Include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment?**

The project includes the construction of recreational facilities that would alter the existing environmental conditions on the site. However, because the project includes habitat restoration and the implementation of mitigation measures identified in other sections of this Initial Study that would ensure any environmental impacts remain less than significant, the project is expected to have a **less-than-significant impact** on the environment.

3.17 TRANSPORTATION

ENVIRONMENTAL ISSUES	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
XVII. Transportation. Would the project:				
a) Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict or be inconsistent with CEQA Guidelines section 15064.3(b), which pertains to vehicle miles travelled?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Result in inadequate emergency access?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AFFECTED ENVIRONMENT

The following summarizes the local transportation components including the regional roadway system, transit services, the City’s bikeways, and river navigation.

REGIONAL ROADWAY SYSTEM

Regional access to the project area from the local freeways is provided by Interstate 5 (I-5), Interstate 80 (I-80), and US Highway 50 (US-50) via the interchange connections from I-80 to US-50 and I-5 to US-50. From US-50, access to the project area is provided via the Jefferson Boulevard interchange. Table 9 shows the average annual daily traffic (AADT) for the regional highway segments that would be most affected by project-related traffic.

Local access to the project site consists of heading south on Jefferson Boulevard from the US 50 interchange and then east onto Lake Washington Boulevard, Linden Road or Davis Road to Village Parkway, which connects to the Chicory Loop. Chicory Loop provides direct access to the project site.

Jefferson Boulevard is a principal arterial that extends south from Sacramento Avenue at the north end of the city to beyond the City’s southern boundary. Jefferson Boulevard is a four-lane road that includes a center turn lane from Sacramento Avenue to just south of Linden Road. Jefferson Boulevard transitions to a two-lane arterial south of Linden Road. Lake Washington Boulevard, Linden Road, Village Parkway and Davis Road, are two-lane minor arterials that all intersect with Jefferson Boulevard. Village Parkway, which was constructed in 2015, is slated to become a future principle arterial road. Chicory Loop includes the remaining remnant of South River Road, which was a rural two lane road that extended along the top of the former levee along the Sacramento River. Due to removal of much of the levee during the construction of the Southport EIP, the remnant levee now only exists between the Sacramento Yacht Club and Sherwood Harbor Marina. This portion of the road can be accessed via two new roads connecting to Village Parkway, which were constructed as part of the Southport EIP in 2018. These two connector roads along with the remnant portion of the levee road constitute the Chicory Loop.

Table 10 lists the average daily traffic (ADT) on local roads within the project area. This data was collected by a 2017 Citywide Traffic Data Collection Survey for the City of West Sacramento.

TABLE 9 REGIONAL HIGHWAY AVERAGE ANNUAL DAILY TRAFFIC

Highway	Segment	2017 AADT (vehicles/day)
I-80	West Sacramento, Jct. Rte. 50	86,500
I-80	Yolo/Sacramento County Line	92,200
I-80	Sacramento, Jct. Rte. 5	143,900
I-5	Sutterville Road – US 50	161,500
I-5	US 50 – Richards Boulevard	202,000
US 50	West Sacramento Jct. I-80	119,600
US 50	Harbor Boulevard	129,000
US 50	Jefferson Boulevard – Jct. Rte. 84	122,700
US 50	Sacramento, Jct. Rte. I-5	232,300
Source: California Department of Transportation 2017 AADT = average annual daily traffic		

TABLE 10 CITY OF WEST SACRAMENTO LOCAL ROADS ADT

Local Street	Roadway Segment	2017 ADT (vehicles/day)
Jefferson Blvd.	Southport Pkwy to Linden Road	4,748
Jefferson Blvd.	Linden Rd (N) to Linden Road (S)	20,344
Jefferson Blvd.	Linden Rd to Locks Dr.	30,518
Jefferson Blvd.	Locks Dr. to 15th St.	30,326
Jefferson Blvd.	15th St. to West Capitol Ave.	27,881
Jefferson Blvd.	West Capitol Ave. to Sacramento Ave.	21,633
Lake Washington Blvd.	Jefferson Blvd. to Village Pkwy	1,281
Linden Rd.	Jefferson Blvd. to Village Pkwy	2,258
South River Rd.	Locks Dr. to 15th St.	9,344
Stonegate Dr.	Lake Washington Blvd. to Village Pkwy	3,660
Village Pkwy	Gregory Rd. to Lake Washington Blvd.	860
Village Pkwy	Lake Washington Blvd. to South River Rd.	2,828
Source: 2017 Citywide Traffic Data Collection effort – City of West Sacramento ADT = average daily traffic		

Of the local minor arterials that are likely to be used for project site access, Davis Road from Village Parkway to Jefferson Boulevard and Linden Road from Village Parkway to Redwood Avenue were recently resurfaced as part of the Southport EIP and are, therefore, in good condition. The two new access roadways that form a portion of Chicory Loop are in good condition. However, the remnant section of the levee road between the marinas is in poor condition.

TRANSIT SERVICES

Yolobus transit service operates in the City of West Sacramento and provides access to the surrounding communities. In the project area along the major access roads, Yolobus routes 35 (Southport Local), and 39 (Southport/Sacramento Commute), run on Jefferson Boulevard, Linden Road, and Lake Washington Boulevard

(Yolo County Transportation District). Table 11 summarizes the bus service on major local access roads in the project area.

TABLE 11 CITY OF WEST SACRAMENTO BUS SERVICE AND BIKE LANES IN THE PROJECT AREA

Street	Segments	Bus Service Routes	Bike Lane
Jefferson Blvd.	Jefferson to Gateway	35, 39	Class II
Jefferson Blvd.	Jefferson to Linden	35, 39	Class II
Jefferson Blvd.	Jefferson to Marshall	35, 39	Class II
Lake Washington Blvd.	Redwood to Lake Washington	35	Class II (Class I)
Linden Rd.	Linden to Redwood	35	Class II
Linden Rd.	Linden to Stone Gate	39	Class II
Village Parkway	No Bus Service	N/A	Class II
Source: Bus Service - YoloBus Maps West Sac July 2017 Source: Bike Lanes – 2018 West Sacramento Bicycle, Pedestrian, and Trails Master Plan (Class I) – Proposed Future Class I Bike Lane			

BIKEWAYS

The City updated the Bicycle, Pedestrian, and Trails Master Plan (BPTMP) in 2018 to lay out a renewed vision of connected bikeways, walkways, and trails that link together neighborhoods, places of employment, shopping centers, parks, and schools (City of West Sacramento 2018). Bicycle facilities in the City of West Sacramento are divided into three classes: Class I separate multi-use path or trail, Class II striped lane on street, and Class III route designated with signage only. In the project area along the major access routes, there are Class II bike lanes on Jefferson Boulevard north of Davis Road and on Linden Road between Jefferson Boulevard and Redwood Avenue and on Village Parkway from Gregory Road to the Barge Canal. Part of the update to the BPTMP identified the Southport levee crown road as a future off street Class I bikeway, which would connect to the project site.

In addition to the designated bikeways, the Clarksburg Branch Line Bike and Pedestrian Trail is an existing off-street path that runs from the Barge Canal in the north to South River Road near the southern end of the city limits. This trail would connect with the future Southport levee crown Class I bike path providing a regional loop in the Southport area of West Sacramento.

RIVER NAVIGATION

The Sacramento River forms the southeastern edge of the project area. The river flows in a generally southward direction and widths vary with water elevations. Navigation in the Sacramento River is limited to recreational watercraft because the river’s size and fluctuating water levels prevent the accommodation of large commercial vessels.

Access to the Sacramento River in the project area is provided by Sherwood Harbor Marina to the south, and the Sacramento Yacht Club to the north, both located along Chicory Loop. Sherwood Harbor Marina has space for 130 boats and the Sacramento Yacht Club provides space for more than 100 boats.

DISCUSSION

a) **Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?**

Project construction activities would generate new vehicle trips on the local roadway network associated with construction worker transportation to and from the site, and the hauling of equipment and materials to the site. These trips would represent a minor and temporary increase in traffic volumes on the local roadway network in the project vicinity. Project construction would be expected to occur during a single season and would not be expected to require more than 20 construction workers per day. With the inclusion of equipment and material deliveries, vehicle trips during construction would not typically exceed 100 per day with the majority of these trips occurring during non-peak periods based on the assumption that construction workers would typically arrive prior to 7:00 am and would depart before 4:00 pm. For these reasons, construction activities would not be expected to result in any delays on local roadways, to disrupt local transit service, or to conflict with bicycle or pedestrian circulation.

Following construction, the proposed project would be expected to attract additional recreational users. However, the majority of visitors would be expected to visit the site during non-peak traffic periods, such as on weekends or after work hours. City staff would regularly visit the site for maintenance purposes. However, these trips would likely be limited to one or two trips per day except during unusual events.

Because the project would have negligible effects on local traffic volumes, it would not be expected to conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities. Therefore, this impact would be **less than significant**.

b) **Conflict or be inconsistent with CEQA Guidelines section 15064.3(b), which pertains to vehicle miles travelled?**

CEQA Guidelines Section 15064.3(b) applies to land use and transportation projects that would be expected to increase vehicle miles driven during their operations. The proposed project would result in a temporary increase in vehicle miles traveled during construction due to worker trips to the site, the delivery of materials, and trips generated by construction vehicles on the site. Following project construction, the project would be expected to generate additional vehicle miles associated with increased site visits by local residents and city maintenance personnel. However, the project would also provide an improved recreational amenity within the City that could be accessed directly by local residents using alternative transportation modes (e.g., walking, bicycling or horseback riding), which could offset vehicle miles traveled. Based on the passive recreational character of the proposed improvements, the project site would not be expected to generate significant vehicle trips and associated vehicle miles travelled. Therefore, the proposed project would not conflict or be inconsistent with CEQA Guidelines Section 15064.3(b) and this impact would be **less than significant**.

c) **Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?**

The project does not include any components that would alter the geometric design of the Chicory Loop or any other local roadways and would not be expected to introduce incompatible vehicle uses such as farm equipment. Therefore, there would be **no impact**.

d) Result in inadequate emergency access?

Access to the remnant levee portion of Chicory Loop, which runs through the center of the project site, is provided from the new northeastern and southwestern roadway segments of the Chicory Loop. These two segments of Chicory Loop allow emergency vehicles to access the site from two separate directions. If access is blocked from one of these roadways, the alternative route can be used to access the site. Similarly, the site can be evacuated from either the northeastern or southwestern segments of the Chicory Loop. In addition, the surrounding roadway network provides a wide array of evacuation routes from the project site including traveling southwest on Village Parkway to Davis Street or Gregory Avenue to access Jefferson Boulevard or traveling north on Village Parkway to access Linden Road or Lake Washington Boulevard to access Jefferson Boulevard. Therefore, the proposed project would not be expected to result in inadequate emergency access either during or after construction. This impact would be **less than significant**.

3.18 TRIBAL CULTURAL RESOURCES

ENVIRONMENTAL ISSUES	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
XVIII. Tribal Cultural Resources. Would the project:				
<p>Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:</p>				
a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AFFECTED ENVIRONMENT

Tribal cultural resources are defined as sites, features, places, cultural landscapes, sacred places, and objects with cultural value to a California Native American tribe that are either of the following: 1) included or determined to be eligible for inclusion in the California Register of Historic Resources (CRHR); or 2) included in a local register of historical resources. Tribal cultural resources are also resources determined by the lead agency (i.e., City of West Sacramento), in its discretion and supported by substantial evidence, to be significant. In making this determination, the lead agency is required to consider the significance of the resource to a California Native American tribe.

The CRHR includes resources listed in or formally determined eligible for listing in the National Register of Historic Places (NRHP). Pursuant to Public Resources Code, Section 21084.1, a “project that may cause a substantial adverse change in the significance of an historical resource is a project that may have a significant effect on the environment.” Demolition, replacement, substantial alteration, and relocation of historic properties are actions that would change the significance of an historic resource (California Code of Regulations, Title 14, 15064.5).

DISCUSSION

Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:

a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k)?

The proposed project does not include any resources that are listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k). However, during the cultural resource surveys conducted at the site, several historic era artifacts were discovered. Although no historic structures or facilities were discovered on the site, the proposed project has the potential to disturb historic resources during construction that may be considered significant tribal cultural resources by a California Native American tribe. The disturbance of historic resources during project construction would be considered a **potentially significant impact**.

The implementation of Mitigation Measure CUL-1 would ensure that historic resources discovered during project construction would not be inadvertently destroyed. With the implementation of these mitigation measures, this impact would be **less than significant with mitigation incorporated**.

b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe?

During the cultural resource surveys conducted in the project area, numerous isolated prehistoric finds were discovered. The relative proximity and number of artifacts discovered, as well as the reported former presence of a mound site, suggests that the project area has a moderate to high archaeological sensitivity. Given the sensitivity of the area, the proposed project has the potential to disturb tribal cultural resources during construction that may be considered significant by a California Native American tribe. The disturbance of tribal cultural resources during project construction would be considered a **potentially significant impact**.

The implementation of Mitigation Measure CUL-1 would ensure that tribal cultural resources discovered during project construction would not be inadvertently destroyed. With the implementation of these mitigation measures, this impact would be **less than significant with mitigation incorporated**.

3.19 UTILITIES AND SERVICE SYSTEMS

ENVIRONMENTAL ISSUES	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
XIX. Utilities and Service Systems. Would the project:				
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or stormwater drainage, electric power, natural gas, or telecommunication facilities, the construction or relocation of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Result in a determination by the wastewater treatment provider that serves or may serve the project that it has adequate capacity to serve the project's projected demand, in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

AFFECTED ENVIRONMENT

The following summarizes the utilities and service systems within the project vicinity including electricity, natural gas, communications, water supply and stormwater drainage.

ELECTRICITY AND NATURAL GAS

Electric and natural gas service is provided to West Sacramento customers by Pacific Gas and Electric Company (PG&E). PG&E currently operates a standard 12 kilovolt electrical overhead distribution line in the area supported by wooden poles. The line runs along the north access road of Chicory Loop, which provides power service to the Sacramento Yacht Club Marina. The line then extends south parallel to Chicory Loop on the northwest side of the road embankment within the project area to provide service to the Sherwood Harbor Marina. (HDR December 2016).

COMMUNICATIONS

Communication service throughout the City of West Sacramento is provided by multiple providers through both overhead and below ground facilities. Specifically, within the project area these services utilize the PG&E

electrical overhead distribution line facilities in order to provide service to the Sherwood Harbor and Sacramento Yacht Club Marinas.

WATER SUPPLY

The City's main municipal water source is the Sacramento River. The intake structure is located at Bryte Bend, upstream of the confluence of the Sacramento and American Rivers. The water withdrawn from the Sacramento River is treated at the Bryte Bend Water Treatment Plant and supplies the users of the City's municipal water system.

The City's municipal water distribution infrastructure is not present within the project area. The nearest water infrastructure to the project location is associated with the Sacramento Yacht Club and Sherwood Harbor Marinas at the northeastern and southwestern project boundaries respectively, which both use small public water system wells for water supply (Luhdorff & Scalmanini 2013).

STORMWATER AND DRAINAGE

Stormwater management in West Sacramento is a cooperative effort between the City, the local reclamation districts, and the State of California. The State and local reclamation districts share responsibility for the levees that manage flood risk from the Sacramento River and the City shares responsibility with the reclamation districts for stormwater infrastructure inside the city.

Most of the City, including the entire Southport area, lies within the boundaries of Reclamation District 900. The primary drainage facilities in the Southport area include the Main Drainage Canal and the Main Drain Pump Station. The canal collects stormwater drainage from the Southport basin area and carries it south to the pump station, which discharges into the Deep Water Ship Channel.

Historical infrastructure within the project area consisted of old abandoned irrigation ditches that ran parallel to the Sacramento River west levee and around the western boundary of the project area. Segments of these irrigation ditches transitioned into burred segments of pipe, which all ultimately discharged into main drainage canals within the Southport basin area. As part of the Southport EIP, most of these historical irrigation ditch systems within the project area were backfilled. The sections with drainage pipes were both excavated and removed or backfilled with grout and left in place (HDR December 2016).

DISCUSSION

a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or stormwater drainage, electric power, natural gas, or telecommunication facilities, the construction or relocation of which could cause significant environmental effects?

The proposed project does not include the relocation or construction of new or expanded water, wastewater treatment or stormwater drainage, natural gas, or telecommunication facilities. The project would include the provision of electric power to aeration pumps to be installed within the two ponds. This electric power would be provided by extending electrical lines from the existing power line located along Chicory Loop to each pond, which would require the installation of several power poles within the project site. Due to the small disturbance footprint of the power poles and the relatively low electrical demand associated with the aeration pumps, the

extension of electrical power to the ponds would not result in significant environmental effects. Therefore, this impact would be **less than significant**.

b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?

The proposed project would require the use of water for construction purposes including for dust suppression but would have no effect on long-term water supplies. Water used during construction would be supplied by water tanker trucks. The project would not include water fountains or any other water infrastructure. Therefore, there would be **no impact**.

c) Result in a determination by the wastewater treatment provider that serves or may serve the project that it has adequate capacity to serve the project's projected demand, in addition to the provider's existing commitments?

The proposed project would include the installation of portable restroom facilities for site visitors. The project would not include the installation of wastewater collection infrastructure and would not include any connections to the City's wastewater system. Therefore, the project would have no effect on local wastewater treatment demands and there would be **no impact**.

d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?

Project construction would not be expected to generate significant volumes of solid waste. Illegally dumped waste would be removed from the site during construction. However, the volume of waste would not be expected to differ substantially from the waste volumes collected at other illegal dumping sites in the City. During site operations, City personnel would regularly collect trash from the newly-installed waste receptacles. Due to the passive recreational use of the site, the waste volumes collected from these receptacles are expected to be negligible. The proposed project would not generate solid waste in excess of State or local standards or in excess of the capacity of local infrastructure and would not otherwise impair the attainment of solid waste reduction goals. Therefore, there would be **no impact**.

e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?

Because project construction and operations would not be expected to generate significant volumes of solid waste, the project would not be expected to conflict with any solid waste statutes or regulations. There would be **no impact**.

3.20 WILDFIRE

ENVIRONMENTAL ISSUES	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
XX. Wildfire. Would the project:				
If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:				
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Require the installation of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

AFFECTED ENVIRONMENT

The West Sacramento Fire Department (WSFD) is responsible for providing fire protection services within the city. The five fire stations in the city operate 24 hours a day, seven days a week with a combined staffing of 17 personnel on duty, including a battalion chief to respond to all structure fires and other emergencies (ICF International 2016).

The severity of wildland fires is influenced primarily by vegetation, topography, and weather (temperature, humidity, and wind). The California Department of Forestry and Fire Protection (CAL FIRE) has developed a fire hazard severity scale that considers vegetation, climate, and slope to evaluate the level of wildfire hazard. CAL FIRE designates three levels of Fire Hazard Severity Zones (Moderate, High, and Very High) to indicate the severity of fire hazard in a particular geographical area. Fire hazard zoning is used to indicate both the likelihood for a fire (e.g., prevalence of fuels) and the potential for damage (e.g., proximity to residences). Local fire departments also use these severity zone designations within their jurisdictions. The project site is identified as an undesignated local responsibility area that is urbanized and not subject to wildland fires (CALFIRE 2020).

DISCUSSION

If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:

a) Substantially impair an adopted emergency response plan or emergency evacuation plan?

The project site is not located in or near state responsibility areas or lands classified as very high fire hazard severity zones. As a result, the proposed project would not be expected to substantially impair an adopted emergency response plan or emergency evacuation plan within such areas. Therefore, there would be **no impact**.

b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?

The proposed project would not include any occupants that could be exposed to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire. The project is limited to habitat and recreational improvements within an area that is separated from the surrounding land uses by a flood control levee. These improvements would be expected to reduce wildfire risk within the project site by managing site vegetation and establishing recreational trails that would provide fire breaks between vegetated areas of the site. Any recreational users within the project boundaries would be expected to evacuate the area in the event of a wildfire. Therefore, there would be **no impact**.

c) Require the installation of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?

The proposed project would include the extension of overhead electrical lines from Chicory Loop to the two ponds to supply electricity to the water aerators within the ponds. However, these electrical line extensions would be installed consistent with building code requirements and would have a negligible effect on fire risks within the City. The project's habitat and recreational components would not include the installation of associated infrastructure that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment. Therefore, there would be **no impact**.

d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?

The proposed project does not include any physical changes that would be expected to expose people or structures to downslope or downstream flooding or landsliding, as a result of runoff, post-fire slope instability, or drainage changes. The proposed project does include the establishment of a trail extending from Chicory Loop down to the Sacramento River. Although this trail would be relatively steep, its construction would not be expected to substantially contribute to slope instability in the event that a fire occurs within the riparian vegetation adjacent to the Sacramento River due to its relatively small disturbance area. Therefore, there would be **no impact**.

3.21 MANDATORY FINDINGS OF SIGNIFICANCE

ENVIRONMENTAL ISSUES	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
XXI. Mandatory Findings of Significance.				
a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of an endangered, rare, or threatened species, or eliminate important examples of the major periods of California history or prehistory?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Does the project have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Authority: Public Resources Code Sections 21083, 21083.5.

Reference: Government Code Sections 65088.4.

Public Resources Code Sections 21080, 21083.5, 21095; *Eureka Citizens for Responsible Govt. v. City of Eureka* (2007) 147 Cal.App.4th 357; *Protect the Historic Amador Waterways v. Amador Water Agency* (2004) 116 Cal.App.4th at 1109; *San Franciscans Upholding the Downtown Plan v. City and County of San Francisco* (2002) 102 Cal.App.4th 656.

DISCUSSION

- a) **Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of an endangered, rare, or threatened species, or eliminate important examples of the major periods of California history or prehistory?**

Based on the information and analysis provided in the questions above, implementation of the proposed project would not substantially degrade the quality of the environment and would not substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of rare or endangered plants or animals, or eliminate important examples of California history or prehistory. Also, based on the ability of the identified mitigation measures to reduce potential impacts to less-than-significant levels, the proposed project’s impacts would be considered **less than significant with mitigation incorporated**.

- b) Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)**

Implementation of the proposed project would result in less-than-significant environmental impacts with implementation of the identified mitigation measures. The impacts associated with the proposed project are anticipated to be localized at the project site and would not be expected to combine with other projects to cause cumulatively considerable environmental impacts. Given the limited impacts anticipated with project implementation, the proposed project would not be expected to cause cumulatively considerable impacts. This impact is **less than significant with mitigation incorporated.**

- c) Does the project have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly?**

As discussed in this Initial Study, implementation of the proposed project would result in less-than-significant environmental impacts with implementation of the identified mitigation measures. Therefore, the proposed project would not be expected to cause substantial adverse effects on human beings, either directly or indirectly. This impact is **less than significant with mitigation incorporated.**

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BEES LAKES HABITAT RESTORATION PROJECT MITIGATION MONITORING AND REPORTING PROGRAM (JANUARY 2021)

INTRODUCTION

In compliance with the State CEQA Guidelines §15097 (a), when potentially significant effects are identified in a Mitigated Negative Declaration, the Lead Agency is required to adopt a program for reporting or monitoring mitigation measures that were adopted or made conditions of approval for the proposed project. This Mitigation Monitoring and Reporting Program (MMRP) has been developed for the Bees Lakes Habitat Restoration Project, consistent with the requirements of §15097. The intent of the MMRP is to prescribe and enforce a means for properly and successfully implementing the mitigation measures identified within the Mitigated Negative Declaration for this project.

COMPLIANCE CHECKLIST

The intent of the MMRP is to ensure the effective implementation and enforcement of adopted mitigation measures and permit conditions. The MMRP is intended to be used by City of West Sacramento (City) staff and mitigation monitoring personnel to ensure compliance with mitigation measures during project implementation. Mitigation measures identified in this MMRP were developed in the Mitigated Negative Declaration prepared for the proposed project. The MMRP will provide for monitoring of construction activities as necessary and in-the-field identification and resolution of environmental concerns.

Monitoring and documenting the implementation of mitigation measures will be coordinated by the City. The table attached to this report identifies the mitigation measure, the responsible agency for the monitoring action, and timing of the monitoring action. The selected construction contractor will be responsible for fully understanding and effectively implementing the mitigation measures contained within the MMRP. The City will be responsible for ensuring compliance.

MITIGATION MONITORING PLAN

The following table indicates the mitigation measure number, the mitigation measure text, the monitoring agency, implementation schedule, and an area to record monitoring compliance.

Bees Lakes Habitat Restoration Project Mitigation Monitoring and Reporting Program			
Mitigation Measures	Monitoring Agency	Implementation Schedule	Monitoring Compliance Record (Name/Date)
Biological Resources			
<p>Mitigation Measure BIO-1 The following mitigation measures shall be implemented to minimize temporary project construction impacts any ground-disturbing activities associated with project construction:</p> <ul style="list-style-type: none"> • Retain an ecologist/biologist to direct and oversee the invasive plant removal component of the Bees Lakes Habitat Restoration Plan. The ecologist/biologist will be responsible for ensuring the project is implemented consistent with the Bees Lakes Habitat Restoration Plan and the project’s Mitigation Monitoring and Reporting Plan. • The invasive plant removal shall be conducted over two seasons in a targeted manner to minimize impacts to native vegetation. Invasive woody plant removal in the first season shall consist of targeted work by hand crews to either hand pull invasive plants (e.g., with a weed wrench) or cut and remove invasive plant material. Where appropriate, the cut surface of stumps or large stems will be painted with herbicide to kill woody plant root systems and prevent and/or reduce crown resprouting. Cut invasive woody plant materials shall be removed from the site and disposed of legally offsite. • All locations where invasive woody plants are removed and treated in the first season shall be marked, mapped, and tracked over the following growing season to locate and retreat any resprouts; more than one retreatment may be necessary. After woody plant removal sites have been revisited in the second season following treatment with little to no evidence of regrowth of target invasive plants, any significant bare ground areas (100 square feet in size or larger) shall be raked to scarify the soil surface and subsequently broadcast seeded with a riparian seed mix, per the Bees Lakes Habitat 	City of West Sacramento	During project construction activities and until planted native vegetation is established.	

Bees Lakes Habitat Restoration Project Mitigation Monitoring and Reporting Program			
Mitigation Measures	Monitoring Agency	Implementation Schedule	Monitoring Compliance Record (Name/Date)
<p>Restoration Plan, in the subsequent fall to winter. Seeded sites shall be regularly revisited (i.e., monthly) during the growing season to ensure native vegetation is establishing and that further adaptive management actions are not indicated.</p> <ul style="list-style-type: none"> • Control of target invasive herbaceous species shall be achieved either via mechanical methods, including targeted hand pulling or timed mowing/string trimming of invasive plants before seeds, and/or spot spraying target invasive plants with a backpack sprayer using an appropriate herbicide and marker dye. All herbicide treatments shall be applied in accordance with herbicide label specifications and under the direction of a Pest Control Advisor (PCA) licensed in the State of California. No herbicides shall be sprayed on days when wind speeds are high enough to potentially cause herbicide drift, and no herbicide spraying shall be conducted within any elderberry shrub driplines. • All areas within existing grasslands and uplands that are disturbed by trail improvement work or for the construction of the northeast and southwest trail access ramps shall be seeded with the native grassland seed mix, per the Bees Lakes Habitat Restoration Plan, which includes a mix of native grasses and forbs. • The erosion of exposed soils shall be minimized through implementation of the water quality mitigation measures included in the Hydrology and Water Quality section of this Initial Study. 			
<p>Mitigation Measure BIO-2 The following mitigation measure shall be implemented to minimize temporary project construction impacts on wetlands:</p>	City of West Sacramento	Secure necessary permits prior to groundbreaking and implement the permit requirements during	

Bees Lakes Habitat Restoration Project Mitigation Monitoring and Reporting Program			
Mitigation Measures	Monitoring Agency	Implementation Schedule	Monitoring Compliance Record (Name/Date)
<ul style="list-style-type: none"> Prior to initiating project construction, secure a Clean Water Act Section 404 permit from the U.S. Army Corps of Engineers and a Clean Water Act Section 401 Water Quality Certification from the Central Valley Regional Water Quality Control Board. Implement any measures identified within these permits designed to offset the loss of Waters of the U.S. and/or wetlands. 		and after construction, as applicable.	
Cultural Resources			
<p>Mitigation Measure CUL-1 The following mitigation measure shall be implemented during project construction activities:</p> <ul style="list-style-type: none"> The Contractor shall contract with a qualified archaeologist to conduct cultural resource sensitivity training for the workers on the site prior to the initiation of project construction to ensure they understand the potential for cultural resources to be present on the site and the procedures to be followed if they are discovered during construction activities. If cultural or historical resources are discovered during construction, all work within a 100-foot perimeter of the find shall cease until a determination has been made regarding whether the find is an eligible resource. The contractor must notify the City and the City will consult with a qualified archaeologist to determine whether the discovery is a potential California Register of Historical Resources-eligible resource. If after the archaeological consultation, the City determines that the discovery is not an eligible resource, the discovery will be documented and construction may proceed at the City's direction. If the City determines after the archaeological consultation that the discovery may be an eligible resource, the City will notify the SHPO and other relevant parties as early as feasible. Notification will 	City of West Sacramento	Conduct training prior to ground disturbing activities and implement the remaining measures during construction.	

Bees Lakes Habitat Restoration Project Mitigation Monitoring and Reporting Program			
Mitigation Measures	Monitoring Agency	Implementation Schedule	Monitoring Compliance Record (Name/Date)
<p>include a description of the discovery, the circumstances leading to its identification, and recommendations for further action. Where feasible, the notification will also include a tentative NRHP and CRHR eligibility recommendation and description of probable effects. Treatment will be implemented where necessary to resolve adverse or significant effects on inadvertently discovered cultural resources that are CRHR or NRHP eligible. The City will consider preservation in place as the preferred mitigation, as required under CEQA Guidelines Section 15126.4(b) for all CRHR-eligible resources that are subject to significant effects. The City will prepare a discussion documenting the basis for the selection of treatment.</p>			
<p>Mitigation Measure CUL-2 The following mitigation measures shall be implemented during project construction activities:</p> <ul style="list-style-type: none"> • In the event of a human remains discovery, the City will immediately notify the Yolo County Coroner. The coroner, as required by the California Health and Safety Code (Section 7050.5), will make the final determination about whether the remains constitute a crime scene or are Native American in origin. The coroner may take 2 working days from the time of notification to make this determination. • If the coroner determines that the remains are of Native American origin, the coroner will contact the NAHC within 24 hours of the determination. The NAHC will immediately designate and contact the most likely descendant (MLD), who must make recommendations for treatment of the remains within about 48 hours from completion of their examination of the finds, as required by PRC 5097.98(a). 	City of West Sacramento	During project construction activities.	

Bees Lakes Habitat Restoration Project Mitigation Monitoring and Reporting Program			
Mitigation Measures	Monitoring Agency	Implementation Schedule	Monitoring Compliance Record (Name/Date)
<ul style="list-style-type: none"> It is likely that if a Native American burial is found, it will be found in the context of a prehistoric archaeological property. For a prehistoric property associated with burials, decisions must be made about how the remainder of the property will be treated for its archaeological (and possibly other) values. Not only must the MLD make decisions about the burials, but a plan must be devised also for evaluation and, if determined to be eligible for the NRHP, treatment of the property in consultation with the MLD, SHPO, and other consulting parties. If the remains are found not to be Native American in origin and do not appear to be in an archaeological context, construction will proceed at the direction of the coroner and the City. It is likely that the coroner will exhume the remains. Once the remains have been appropriately and legally treated, construction may resume in the discovery area upon receipt of City's express authorization to proceed. 			
Geology and Soils			
<p>Mitigation Measure GEO-1 The following mitigation measure shall be implemented to minimize the potential for the exposure of project components to seismically-induced ground failure:</p> <ul style="list-style-type: none"> Prior to initiating project construction, a site-specific geotechnical analysis shall be conducted to identify any specific geotechnical design measures that need to be implemented to ensure the project components are not compromised by seismically-induced ground failure or other soil failure mechanisms. All identified measures shall be implemented during project construction. 	City of West Sacramento	Prior to initiating project construction and during construction activities.	
Hazards and Hazardous Materials			

Bees Lakes Habitat Restoration Project Mitigation Monitoring and Reporting Program			
Mitigation Measures	Monitoring Agency	Implementation Schedule	Monitoring Compliance Record (Name/Date)
<p>Mitigation Measure HAZ-1 Prior to initiating construction of the proposed project, the Contractor shall submit a written safety program to the City of West Sacramento. This plan shall include, at a minimum:</p> <ul style="list-style-type: none"> • A fire or medical emergency response access plan. • A police emergency response access plan. • An access control plan to its staging and equipment storage areas. • The name and contact information for the Safety Director/Manager responsible for managing the safety, health and environmental risk factors for the Contractor. The Safety Director/Manager shall be reachable within 30 minutes. • Typical tailgate safety meeting agenda and frequency. • Compliance or exceedance of applicable OSHA requirements. • New hire safety orientation training. • Any applicable job specific requirements or permits. • If requested, Contractor shall provide safety training records for employees working on the project. 	City of West Sacramento	Prior to initiating project construction.	
<p>Mitigation Measure HAZ-2 Hazardous Materials Contingency Plan (HMCP): The contractor shall prepare and submit to the City a contingency plan for handling hazardous materials, whether found or introduced on site during construction. The plan shall include construction measures as specified in local, state, and federal regulations for</p>	City of West Sacramento	Prior to initiating project construction.	

Bees Lakes Habitat Restoration Project Mitigation Monitoring and Reporting Program			
Mitigation Measures	Monitoring Agency	Implementation Schedule	Monitoring Compliance Record (Name/Date)
<p>hazardous materials and the removal of on-site debris. The plan must include the following measures at a minimum:</p> <ul style="list-style-type: none"> • If contaminated soils or other hazardous materials are encountered during any soil moving operation during construction (e.g. trenching, excavation, grading), construction shall be halted and the HMCP implemented. • Instruct workers on recognition and reporting of materials that may be hazardous. • Identify and contact subcontractors and licensed personnel qualified to undertake storage, removal, transportation, disposal, and other remedial work required by, and in accordance with, laws and regulations. 			
<p>Mitigation Measure HAZ-3 Soil Contaminant Remediation Plan: The contractor shall prepare and submit to the City a remediation plan for the excavation of contaminated soils within the two ponds. The plan must include the following measures at a minimum:</p> <ul style="list-style-type: none"> • A pond dewatering plan that identifies the disposal area for pond water and any permitting necessary to conduct the dewatering. • A soil sampling protocol that will be used to determine the extent of potential soil contamination and the total area and depth of excavation. The protocol will identify the metrics for determining when sufficient soil has been removed to ensure elevated contaminant levels no longer remain within the ponds. 	City of West Sacramento	Prior to initiating project construction.	
Hydrology and Water Quality			
<p>Mitigation Measure HYD-1 To ensure project construction activities do not adversely affect the water quality of local waterways, the following mitigation measures shall be implemented prior to and during construction:</p>	City of West Sacramento	Prior to and during project construction activities.	

Bees Lakes Habitat Restoration Project Mitigation Monitoring and Reporting Program			
Mitigation Measures	Monitoring Agency	Implementation Schedule	Monitoring Compliance Record (Name/Date)
<ul style="list-style-type: none"> • A storm water pollution prevention plan (SWPPP) shall be prepared for the proposed project with associated best managements practices (BMPs), consistent with City standards. The SWPPP shall be designed to protect water quality pursuant to the requirements of the National Pollutant Discharge Elimination System (NPDES) stormwater permit for construction activity (Order 99-08-DWQ, as amended). The SWPPP would identify and specify: <ul style="list-style-type: none"> - the use of erosion and sediment-control BMPs, including construction techniques that will reduce the potential for erosion, specifically into the Sacramento River, as well as other measures to be implemented during construction; - the means of waste disposal; - the implementation of approved local plans, non-stormwater-management controls, permanent post-construction BMPs, and inspection and maintenance responsibilities; - the pollutants that are likely to be used during construction that could be present in stormwater drainage and non-stormwater discharges, and other types of materials used for equipment operation; - spill prevention and contingency measures, including measures to prevent or clean up spills of hazardous waste and of hazardous materials used for equipment operation, and emergency procedures for responding to spills; - personnel training requirements and procedures, including the use of a sign-in log identifying who attended required trainings, that will be used to ensure that workers are aware of permit requirements and proper installation methods for BMPs specified in the SWPPP; and 			

Bees Lakes Habitat Restoration Project Mitigation Monitoring and Reporting Program			
Mitigation Measures	Monitoring Agency	Implementation Schedule	Monitoring Compliance Record (Name/Date)
<ul style="list-style-type: none"> - The appropriate personnel responsible for supervisory duties related to implementation of the SWPPP. • Where applicable, BMPs identified in the SWPPP shall be in place throughout all site work and construction. BMPs may include such measures as the following: <ul style="list-style-type: none"> - Implementing temporary erosion-control measures in disturbed areas to minimize discharge of sediment into nearby drainage conveyances. These measures may include silt fences, staked straw bales or wattles, sediment/silt basins and traps, geofabric, and sandbag dikes. • All construction contractors shall retain a copy of the approved SWPPP on the construction site. The SWPPP shall be submitted to the Central Valley Regional Water Quality Control Board (RWQCB) pursuant to NPDES requirements, and completed and implemented before the start of construction activities. 			

DELTA PROTECTION COMMISSION

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January 11, 2021

Traci Michel

Director

Parks and Recreation Department

City of West Sacramento

1110 West Capitol Avenue

West Sacramento, CA 95691

Re: Mitigated Negative Declaration for Bees Lakes Habitat Restoration Plan and Design Project (SCH# 2020120220)

Dear Ms. Michel:

Thank you for providing the Delta Protection Commission (Commission) the opportunity to review the Mitigated Negative Declaration for the Bees Lakes Habitat Restoration Plan and Design Project (Project). The Project would provide ecosystem, water quality, and recreational improvements at the Bees Lakes site, including focused removal and control of target invasive species, removal and disposal of potentially contaminated soil and trash, foot and equestrian trails, and multi-purpose picnic/recreational areas.

The Commission is a state agency charged with ensuring orderly, balanced conservation and development of Delta land resources and improved flood protection. Proposed local government projects within the Primary Zone of the Legal Delta must be consistent with the Commission's Land Use and Resource Management Plan (LURMP).

Although the Project does not fall within the Commission's jurisdiction over "development" in the Primary Zone, we submit these comments under Public Resource Code Sections 5852-5855 (The Great California Delta Trail Act). These sections direct the Commission to develop and adopt a plan and implementation program for a continuous regional recreational corridor extending throughout the five Delta Counties linking the San Francisco Bay Trail system to the Sacramento River trails. The Commission is currently preparing the Great California Delta Trail Master Plan.

January 11, 2021

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The Commission supports projects that improve recreational opportunities for bicyclists, equestrians, and pedestrians within the Delta, particularly when those projects could benefit the Great California Delta Trail. The Commission adopted the existing Clarksburg Branch Line Trail, River Walk Trail, and Sycamore Trail in West Sacramento as segments of the Delta Trail in January 2016. We hope that we can eventually work with the City to incorporate the Bees Lakes trail network into the Delta Trail as well.

Thank you for the opportunity to provide input. Please contact Blake Roberts, Program Manager, at (530) 650-6572 for any questions regarding the comments provided.

Sincerely,



Erik Vink
Executive Director

cc: Oscar Villegas, Yolo County Board of Supervisors and Commission Member
Mayor Martha Guerrero, City of West Sacramento



Delta Stewardship Council

A CALIFORNIA STATE AGENCY

January 8, 2021

Bees Lakes Habitat Restoration Project
Attn: Traci Michel, Director Parks and Recreation Department
City of West Sacramento
1110 West Capitol Avenue West Sacramento, CA 95691

Sent via email: tracim@cityofwestsacramento.org

RE: Comments on Initial Study/Mitigated Negative Declaration for the Bees Lakes Habitat Restoration Plan and Design Project (State Clearing House No. 2020120220)

To Traci Michel:

Thank you for the opportunity to review and comment on the City of West Sacramento (City) Initial Study/Mitigated Negative Declaration (IS/MND) for the Bees Lakes Habitat Restoration Plan and Design Project (Project). The Delta Stewardship Council (Council) recognizes the objective(s) of the Project to restore historic physical and ecological processes to optimize habitat function, enhance the existing habitat to better meet listed species needs, improve pond water quality, remove potential contaminants, and improve public access management (Douglas Environmental 2020¹). We further understand that the City was awarded a grant from the Sacramento/San Joaquin Delta Conservancy in 2018 to study the Bees Lakes area and develop a habitat restoration plan and designs for proposed improvements.

The Council is an independent state agency established by the Sacramento-San Joaquin Delta Reform Act of 2009, codified in Division 35 of the California Water Code, sections 85000-85350 (Delta Reform Act). The Delta Reform Act charges the Council with furthering California's coequal goals of providing a more reliable water supply and protecting, restoring and enhancing the Sacramento-San Joaquin River Delta (Delta) ecosystem. (Water Code, § 85054.) The Delta Reform Act further states that the coequal goals are to be achieved in a manner that protects and enhances the unique cultural, recreational, natural resource, and agricultural values of the Delta as an evolving place. The Council is charged with furthering California's coequal goals for the Delta through the adoption and implementation of the Delta Plan. (Wat. Code, § 85300.)

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¹ <https://www.cityofwestsacramento.org/home/showpublisheddocument?id=11329>

Pursuant to the Delta Reform Act, the Council has adopted the Delta Plan, a comprehensive long-term management plan for the Delta and Suisun Marsh that furthers the coequal goals. The Delta Plan contains regulatory policies, which are set forth in California Code of Regulations, Title 23, sections 5001-5015. A state or local agency that proposes to undertake a covered action is required to prepare a written certification of consistency with detailed findings as to whether the covered action is consistent with the Delta Plan and submit that certification to the Council prior to implementation of the project. (Wat. Code, § 85225.)

For the purposes of compliance with both the Delta Reform Act and California Environmental Quality Act (CEQA), we offer the following comments for your consideration prior to adoption of the IS/MND.

Covered Action Determination and Certification of Consistency with the Delta Plan

The IS/MND, Section 2.5 Required Permits and Approvals, lists certification of consistency with the Delta Plan as a permit or approval action needed by the Project (IS/MND, p. 2-6). Based on the project location and scope, as provided in the IS/MND, the proposed Project appears to meet the definition of a covered action. As the local agency carrying out the Project, the City must submit a certification of consistency to the Council prior to project implementation. (Wat. Code, § 85225; Cal. Code Regs., tit. 23, § 5001(j)(3).) The next section of this letter provides information to assist the City in preparing a certification of consistency for the Project.

Comments Regarding Delta Plan Policies

The following section describes Delta Plan regulatory policies that may apply to the Project based on the available information in the IS/MND.

General Policy 1: Detailed Findings to Establish Consistency with the Delta Plan

Delta Plan Policy **G P1** (Cal. Code Regs., tit. 23, § 5002) specifies what must be addressed in a certification of consistency by a state or local public agency for a project that is a covered action. The following is a subset of policy requirements which a project shall fulfill to be considered consistent with the Delta Plan:

Mitigation Measures

Delta Plan Policy **G P1(b)(2)** (Cal. Code Regs., tit. 23, § 5002(b)(2)) requires that covered actions that are not exempt from the California Environmental Quality Act (CEQA) must include all applicable feasible mitigation measures adopted and incorporated into the Delta Plan as amended April 26, 2018 (unless the measures are within the exclusive jurisdiction of an agency other than the agency that files the

certification of consistency), or substitute mitigation measures that the agency finds are equally or more effective. These mitigation measures are identified in Delta Plan Appendix O and are available at: <https://deltacouncil.ca.gov/pdf/delta-plan/2018-appendix-o-mitigation-monitoring-and-reporting-program.pdf>.

The IS/MND identifies potential for the Project to cause adverse environmental impacts that require mitigation, including those related to biological resources, cultural resources, geology and soils, hazards and hazardous materials, and hydrology and water quality. The City should review the mitigation measures in Delta Plan Appendix O which correspond to the potentially significant impacts in these five resource areas, and ensure that the mitigation measures described in the IS/MND are equally or more effective than corresponding mitigation measures in Delta Plan Appendix O. In its certification of consistency for the Project, the City should document how proposed mitigation measures are equally or more effective than the applicable mitigation measures contained in Appendix O.

Best Available Science

Delta Plan Policy **G P1(b)(3)** (Cal. Code Regs., tit. 23, § 5002(b)(3)) states that actions subject to Delta Plan regulations must document use of best available science as relevant to the purpose and nature of the project. The Delta Plan defines best available science as “the best scientific information and data for informing management and policy decisions.” (Cal. Code Regs, tit. 23, § 5001 (f).) Best available science is also required to be consistent with the guidelines and criteria in Appendix 1A of the Delta Plan (<https://deltacouncil.ca.gov/pdf/delta-plan/2015-appendix-1a.pdf>).

Six criteria are used to define best available science: relevance, inclusiveness, objectivity, transparency and openness, timeliness, and peer review. In its certification of consistency for the Project, the City should document the scientific rationale for applying these six criteria to the Project. The certification of consistency should also document how the Project has used best available science during the planning, design, construction, and implementation stages.

Adaptive Management

Delta Plan Policy **G P1(b)(4)** (Cal. Code Regs., tit. 23, § 5002(b)(4)) requires that ecosystem restoration and water management covered actions include adequate provisions for continued implementation of adaptive management, appropriate to the scope of the action. This requirement is satisfied through a) the development of an adaptive management plan that is consistent with the framework described in Appendix 1 B of the Delta Plan (<https://deltacouncil.ca.gov/pdf/delta-plan/2015-appendix-1b.pdf>), and b) documentation of adequate resources to implement the proposed adaptive management plan.

The Project's adaptive management plan should focus on studying uncertainties relative to the Project's objectives to inform future adaptation actions. As part of the Council, the Delta Science Program's Adaptive Management Liaisons are available to provide further consultation and guidance regarding appropriate application of best available science and adaptive management.

Ecosystem Restoration Policy 2: Restore Habitats at Appropriate Elevations

Delta Plan Policy **ER P2** (Cal. Code Regs., tit. 23, § 5006) requires habitat restoration be carried out consistent with Appendix 3 (available within Appendix B: <https://deltacouncil.ca.gov/pdf/delta-plan/2013-appendix-b-combined.pdf>). The elevation map included as Figure 4-6 (<https://deltacouncil.ca.gov/pdf/delta-plan/figure-4-6-habitat-types-based-on-elevation.pdf>) and Appendix 4 of the Delta Plan should be used as a guide for determining appropriate habitat restoration actions based on an area's elevation.

In its certification of consistency for the Project, the City should identify the elevation of the project site in relation to current water levels and projected sea level rise (based on best available science), and document how the proposed habitat restoration action is appropriate for these elevations. The certification of consistency should cite to information in the IS/MND or other documents in the record before the City to support its findings.

Ecosystem Restoration Policy 5: Avoid Introductions of and Habitat Improvements for Invasive Nonnative Species

Delta Plan Policy **ER P5** (Cal. Code Regs., tit. 23, § 5009) requires that covered actions fully consider and avoid or mitigate the potential for new introductions of, or improved habitat conditions for nonnative invasive species, striped bass, or bass in a way that appropriately protects the ecosystem.

The IS/MND describes a water quality component of the Project consisting of one or more artificial floating wetland islands to provide benefits such as plant root growth. These floating island(s) would provide shade and result in expected improvement to "habitat quality for native and/or nonnative pond fish (which in turn should provide food for many wildlife species and provide mosquito larvae control)" (IS/MND, p. 2-4). The IS/MND does not further describe the potential for the Project to introduce or improve habitat for invasive nonnative species.

In its certification of consistency for the Project, the City should explain how the design, construction, and operations and maintenance elements of the Project, including the artificial floating wetland islands and restored habitats, fully consider and avoid or mitigate the potential for new introductions of, or improved habitat conditions for, nonnative invasive species. In the certification, the City should also explain how measures to avoid, minimize, or mitigate the potential for new introductions of, or improved habitat conditions for, nonnative invasive species, both aquatic and terrestrial, (such as Mitigation Measure BIO-1) are equally or more effective than Delta Plan Mitigation Measure 4-1 (available at:

City of West Sacramento
Bees Lakes Habitat Restoration Project
January 8, 2021
Page 5

<https://deltacouncil.ca.gov/pdf/delta-plan/2018-appendix-o-mitigation-monitoring-and-reporting-program.pdf>).

Delta as Place Policy 2: Respect Local Land Use when Siting Water or Flood Facilities or Restoring Habitats

Delta Plan Policy **DP P2** (Cal. Code Regs., tit. 23, § 5011) reflects one of the Delta Plan's charges to protect the Delta as an evolving place by siting water management facilities, ecosystem restoration, and flood management infrastructure to avoid or reduce conflicts with existing or planned future land uses when feasible, considering comments from local agencies and the Delta Protection Commission. The Project includes habitat restoration; therefore, the City should be prepared to explain in its certification of consistency whether and how the project is consistent with Policy DP P2. The City should cite to information in the IS/MND or other documents in the administrative record to support its findings.

Closing Comments

The Council invites the City to engage with Council staff in early consultation prior to submitting a certification of consistency to discuss project elements and mitigation measures that would promote the Project's consistency with the Delta Plan.

More information on covered actions, early consultation, and the certification process can be found on the Council website at <https://coveredactions.deltacouncil.ca.gov>. Please contact Avery Livengood at Avery.Livengood@deltacouncil.ca.gov with any questions.

Sincerely,



Jeff Henderson, AICP
Deputy Executive Officer
Delta Stewardship Council

CALIFORNIA STATE LANDS COMMISSION

100 Howe Avenue, Suite 100-South
Sacramento, CA 95825-8202



Established in 1938

JENNIFER LUCCHESI, Executive Officer
(916) 574-1800 Fax **(916) 574-1810**
California Relay Service TDD Phone **1-800-735-2929**
from Voice Phone **1-800-735-2922**

Contact Phone: (916) 574-1890

January 11, 2021

File Ref: SCH # 2020120220

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

VIA ELECTRONIC MAIL ONLY (tracim@cityofwestsacramento.org)

**Subject: Initial Study/Mitigated Negative Declaration (IS/MND) for Bees Lakes
Habitat Restoration Plan and Design Project, Yolo County**

Dear Ms. Michel:

The California State Lands Commission (Commission) staff has reviewed the IS/MND for the Bees Lakes Habitat Restoration Plan and Design Project (Project), which is being prepared by the city of West Sacramento (City). The City, as the public agency proposing to carry out the Project, is the lead agency under the California Environmental Quality Act (CEQA) (Pub. Resources Code, § 21000 et seq.). The Commission is a trustee agency for projects that could directly or indirectly affect sovereign land and their accompanying Public Trust resources or uses. Additionally, because the Project involves work on sovereign land, the Commission will act as a responsible agency.

Commission Jurisdiction and Public Trust Lands

The Commission has jurisdiction and management authority over all ungranted tidelands, submerged lands, and the beds of navigable lakes and waterways. The Commission also has certain residual and review authority for tidelands and submerged lands legislatively granted in trust to local jurisdictions (Pub. Resources Code, §§ 6009, subd. (c); 6009.1; 6301; 6306). All tidelands and submerged lands granted or ungranted, as well as navigable lakes and waterways, are subject to the protections of the common law Public Trust Doctrine.

As general background, the State of California acquired sovereign ownership of all tidelands and submerged lands and beds of navigable lakes and waterways upon its

admission to the United States in 1850. The State holds these lands for the benefit of all people of the state for statewide Public Trust purposes, which include but are not limited to waterborne commerce, navigation, fisheries, water-related recreation, habitat preservation, and open space. On tidal waterways, the State's sovereign fee ownership extends landward to the mean high tide line, except for areas of fill or artificial accretion or where the boundary has been fixed by agreement or a court. Such boundaries may not be readily apparent from present day site inspections.

Based on the information provided in the IS/MND, and a preliminary review of our records, it appears that a portion of the Project extends onto State-owned sovereign lands under the jurisdiction of the Commission, which were conveyed to the State in fee under title settlement agreement AD 600 between the Commission and Sue Paik, Assessor's Parcel Number (APN) 046-050-061. These lands were referred to as the "State Parcel" in that agreement. On March 29, 2012, the Commission authorized the State parcel and a Public Trust easement to be acquired in the Bees Lake Parcel, APN 046-050-062. Also, adjacent to the Project site in the Sacramento River a boundary settlement and exchange agreement (BLA #168) has established the ordinary high-water mark at this location.

In addition, a Public Trust easement exists within the Bee's Lake parcel. Activities within the easement may be limited to the extent necessary to protect sensitive species, identified cultural or historic resources, or safety of the general public provided that the interference with public access is limited to the minimum extent and time necessary to accomplish the public purpose. If any portions of the Project will occur within the easement, our office will require that any proposed improvements be designed and constructed to provide legal public access either over or around the proposed improvements in order to preserve and maintain the legal public access.

A lease for the use of sovereign land will be required from the Commission for the portion of the Project within the State Parcel, and for any portion of the Project that extends below the high-water mark of the Sacramento River. The lease application is available online through our website at <https://www.slc.ca.gov/leases-permits>. If you have any questions, please contact Mary Jo Columbus (contact information provided below).

Project Description

The proposed Project includes implementing ecosystem, water quality, and recreational improvements at the Bees Lakes site consistent with the goals and objectives identified in the Final Bees Lakes Habitat Restoration Plan. Project site restoration includes:

- Focused removal and control of target invasive species
- Disposal of potentially contaminated soil from the two ponds on the site, treatment of the pond water, and removal of trash from the ponds
- Installation of a submerged or floating aeration diffusion device to increase pond aeration and water circulation

- Potential creation of marked foot trails, elevated boardwalks, Americans with Disabilities Act access ramps, an equestrian trail, a ten-stall parking area, portable bathrooms, two large viewing platforms, multi-purpose picnic/recreational areas, way-finding signage, and information kiosks

From the Project Description, Commission staff understands that the Project would include the following components that have potential to affect State Parcel and require a lease from the Commission:

- Optional riverside stairs and out-and-back trail (as depicted on Exhibit 3, *Proposed Project Components*)

In addition, because the Commission has a Public Trust easement on the Bee's Lakes Parcel, comments have been included on impacts to resources within that parcel as well.

Environmental Review

Commission staff requests that the City consider the following comments on the Project's IS/MND to ensure that impacts to State sovereign land are adequately analyzed for the Commission's use of the MND to support a future lease approval for the Project.

Biology

1. Mitigation Measure (MM) BIO-1 is meant to address impacts to special-status species with the potential to occur onsite; however, specific measures relevant to species such as the valley elderberry longhorn beetle (VELB), western pond turtle, or various nesting raptors is absent. In the case of the VELB, impacts may be assumed if activity takes place within 100 feet of a suitable shrub. Therefore, a VELB survey should be conducted to determine potential impacts and the plan modified accordingly. For raptors, the IS/MND should state that vegetation removal should avoid nesting season, or that a pre-construction survey be conducted and likewise for the western pond turtle. Commission staff request that rather than simply stating that candidate species will be avoided, specific measures be established to guide Project avoidance.
2. MM BIO-2 states that the proposed Project would require regulatory permits from the U.S. Corps of Engineers and the Regional Water Quality Control Board. The MM further states that the Project would "Implement any measures identified within these permits designed to offset the loss of Waters of the U.S. and/or wetlands." Therefore, the impacts were found to be less than significant.

In order to avoid the improper deferral of mitigation, MMs must be specific, feasible, and fully enforceable to minimize significant adverse impacts from a project, and "shall not be deferred until some future time." (State CEQA Guidelines, §15126.4, subd. (a)). For example, references to obtaining permits from regulatory agencies to

reduce an impact, without calling out the specific activities in the document to reduce that particular impact to a less than significant level, may be considered deferral. Commission staff suggest that MM BIO-2 be re-written and if best management practices or measures are required to reduce the impact to a less than significant level, that they are clearly detailed as part of the Project plans or called out in the MM.

Cultural Resources

3. Tribal Engagement and Consideration of Tribal Cultural Resources. The IS/MND states that the document "...relied heavily on previous research conducted for the Southport EIP," which was conducted in 2011 through 2013. The proposed Project appears to be a separate and complete project from the Southport Sacramento River Early Implementation Project (Southport EIP), therefore, Commission staff recommends that the City revise the IS/MND to reflect the September 2016 update to the State CEQA Guidelines Appendix G Checklist Form (see https://www.opr.ca.gov/s_ab52.php) and expand the discussion of Tribal engagement and consideration of Tribal Cultural Resources in order to demonstrate compliance with AB 52 (Gatto; Stats. 2014, ch. 532), which applies to all CEQA projects initiated after July 1, 2015.¹ The Commission staff notes that the IS/MND does not contain sufficient information as to how the City has complied with AB 52 provisions, which provide procedural and substantive requirements for lead agency consultation with California Native American Tribes, consideration of effects on Tribal Cultural Resources (as defined in Pub. Resources Code, § 21074), and examples of mitigation measures to avoid or minimize impacts to these resources. Updated information in the IS/MND should include:

- Evidence of recent contact with the Native American Heritage Commission to obtain a general list of interested Tribes for the Project area.
- The results of this inquiry, inclusive of what Tribes received outreach letters and whether the City received any responses from the Tribes to maintain a clear record of the City's efforts to comply with AB 52.
- Potentially significant effects to Tribal Cultural Resources, analysis of these impacts, and measures to avoid impacts when feasible.

In addition, MM CUL-1 should be revised to include consultation with, and inclusion of, Tribal members in monitoring efforts during construction in addition to a qualified archaeologist.

4. Title to Resources. The IS/MND should mention that the title to all archaeological sites, and historic or cultural resources on or in the tide and submerged lands of California, is vested in the state and under the jurisdiction of the Commission (Pub. Resources Code, § 6313). Commission staff requests that the City consult with Staff

¹ Sections 21073, 21074, 21080.3.1, 21080.3.2, 21082.3, 21083.09, 21084.2, and 21084.3 were added to CEQA pursuant to AB 52.

Attorney Jamie Garrett (contact information at the end of this letter) should any cultural resources on State lands be discovered during construction of the proposed Project. In addition, Commission staff requests that the following statement be included in the EIR's Mitigation and Monitoring Plan: "The final disposition of archaeological, historical, and paleontological resources recovered on state lands under the jurisdiction of the Commission must be approved by the Commission."

Climate Change

5. Sea-Level Rise. Although sea-level rise is briefly discussed on page 3-65 of the IS/MND, affects to the proposed Project due to sea-level rise is requested. A tremendous amount of State-owned lands and resources under the Commission's jurisdiction will be impacted by rising sea levels. Because of their nature and location, these lands and resources are already vulnerable to a range of natural events, such as storms and extreme high tides. The State of California released the *2018 Update to the Safeguarding California Plan* in January 2018 to provide policy guidance for state decision-makers as part of continuing efforts to prepare for climate risks. The Safeguarding Plan sets forth "actions needed" to safeguard ocean and coastal ecosystems and resources as part of its policy recommendations for state decision-makers.

In addition, Governor Brown issued Executive Order B-30-15 in April 2015, which directs state government to fully implement the Safeguarding Plan and factor in climate change preparedness in planning and decision making. Please note that when considering lease applications, Commission staff will (1) request information from applicants concerning the potential effects of sea-level rise on their proposed projects, (2) if applicable, require applicants to indicate how they plan to address sea-level rise and what adaptation strategies are planned during the projected life of their projects, and (3) where appropriate, recommend project modifications that would eliminate or reduce potentially adverse impacts from sea-level rise, including adverse impacts on public access. Comments 4 and 5, below, should be addressed in the final EIR to facilitate Commission staff's evaluation of the proposed Project for leasing purposes.

For this reason, Commission staff requests that the IS/MND discuss how Project components would be affected by the stated sea-level rise of 38.4 to 40 feet, and how the City would respond to these affects. Please contact Kelly Keen, Division of Environmental Planning and Management (contact information at the end of this letter), for further information or questions about the Commission's sea level rise and climate adaptation programs.

Thank you for the opportunity to comment on the IS/MND for the Project. As a responsible and trustee agency, the Commission will need to rely on the adopted MND for the issuance of any amended/new lease as specified above and, therefore, we request that you consider our comments prior to adoption of the MND.

Please send copies of future Project-related documents, including electronic copies of the adopted MND, Mitigation Monitoring and Reporting Program, and Notice of Determination when they become available. Please refer questions concerning environmental review to Cynthia Herzog, Senior Environmental Scientist, at (916) 574-1310 or cynthia.herzog@slc.ca.gov. For questions concerning archaeological or historic resources under Commission jurisdiction, please contact Staff Attorney Jamie Garrett, at (916) 574-0398 or jamie.garrett@slc.ca.gov. For further information or questions about the Commission's sea level rise and climate adaptation programs, please contact Kelly Keen at kelly.keen@slc.ca.gov. For questions concerning Commission leasing jurisdiction, please contact Mary Jo Columbus, Public Land Management Specialist, at (916) 574- 0204 or MaryJo.Columbus@slc.ca.gov.

Sincerely,



Nicole Dobroski, Chief
Division of Environmental Planning
and Management

cc: Office of Planning and Research
C. Herzog, Commission
J. Garrett, Commission
M.J. Columbus, Commission
K. Keen, Commission

Responses to January 11, 2021 California State Lands Commission Letter on the Initial Study/Mitigated Negative Declaration (IS/MND) for Bees Lakes Habitat Restoration Plan and Design Project, Yolo County

1. The commenter states that activities within the Public Trust easement may be limited to the extent necessary to protect sensitive species, identified cultural or historic resources, or safety of the general public provided that the interference with public access is limited to the minimum extent and time necessary to accomplish the public purpose. The activities necessary to restore habitat on the site and to construct the project's recreational components would require public access to be restricted during the construction period. However, this restriction would only occur within areas of construction and would be implemented to ensure the safety of the general public. Following project construction, public access to the Public Trust easement area would be enhanced through the introduction of a parking area and improved trails within the site.
2. The commenter states that the Mitigation Measure BIO-1 should be modified to address impacts on special-status species. As stated on page 2-1 of the IS/MND, invasive plant removal would be conducted in a targeted manner to minimize impacts to native vegetation, including elderberry plants. An ecologist/biologist retained by the City would direct and oversee all invasive plant removal work. Invasive woody plant removal would consist of targeted work by hand crews to either hand pull invasive plants (e.g., with a weed wrench) or cut and remove invasive plant material. This targeted approach, guided by an ecologist/biologist, would ensure that elderberry plants, which provide habitat to valley elderberry longhorn beetle, are avoided. Also, based on this targeted approach and the fact that the use of heavy construction equipment is not being proposed, the project would not be expected to have impacts on nesting raptors or western pond turtle. For these reasons, potentially significant impacts to these species that would require mitigation were not identified in the IS/MND.
3. The commenter states that the mitigation measures identified for wetland impacts must be specific, feasible, and fully enforceable to minimize significant adverse impacts and shall not be deferred to some future time. The Initial Study stated that the project would include the grading of walking trails and the construction of boardwalks within areas that are frequently inundated when flows in the Sacramento River are elevated in the winter and spring months. The Initial Study conservatively concluded that these trail construction activities could result in the fill of wetlands on the site. The Initial Study further concluded that because these trail construction activities could result in the fill of wetlands, a Clean Water Act Section 404 permit and Section 401 Water Quality Certification would be required to implement these project features.

The proposed activities would meet the requirements of Nationwide Permit 42, which is applicable to recreational facilities. Nationwide Permit 42 allows a discharge into non-tidal

waters associated with the construction of recreational facilities that does not cause the loss of greater than ½ acre of non-tidal waters of the United States. Nationwide Permit 42 requires that pre-construction notification be provided to the District Engineer for the U.S. Army Corps of Engineers prior to commencing the construction activity. Compensatory mitigation is required for all wetland loss that exceeds 1/10 acre. Because the project's proposed trail construction activities would be temporary and limited to a very small area of disturbance (less than 1/10 acre), the project would not be expected to require compensatory mitigation.

4. The commenter suggests that the IS/MND be revised to reflect the September 2016 update to the State CEQA Guidelines Appendix G Checklist Form and expand the discussion of Tribal engagement and consideration of Tribal Cultural Resources in order to demonstrate compliance with AB 52. The commenter is referred to Section 3.18, Tribal Cultural Resources, commencing on page 3-89 of the IS/MND, which includes the discussion of Tribal Cultural Resources required by the September 2016 update to the State CEQA Guidelines Appendix G Checklist Form. In addition, the City initiated consultation with three tribes culturally affiliated with the project area, consistent with AB 52. Based on that consultation, no significant tribal cultural resources, other than those discussed in the IS/MND, were identified by the tribes. The City has concluded the AB 52 consultation process with the affected tribes.

The commenter further states that Mitigation Measure CUL-1 should be revised to include consultation with, and inclusion of, Tribal members in monitoring efforts during construction. However, Tribal members have not requested during the AB 52 consultation process that they be included as monitors during project construction. Therefore, this mitigation measure has not been modified. Based on consultation with Yocha Dehe Wintun Tribe, mitigation measures were modified to have the construction contractor hire a qualified archaeologist to conduct cultural resource sensitivity training for the workers on the site prior to the initiation of project construction to ensure they understand the potential for cultural resources to be present on the site and the procedures to be followed if they are discovered during construction activities. The mitigation measures further state that if cultural or historical resources are discovered during construction, all work within a 100-foot perimeter of the find shall cease until a determination has been made regarding whether the find is an eligible resource. This determination whether the discovery is a potential California Register of Historical Resources-eligible resource is required to be conducted by the City in consultation with a qualified archaeologist. If the City determines after the archaeological consultation that the discovery may be an eligible resource, the City will notify the State Historic Preservation Officer and other relevant parties, including the Yocha Dehe Wintun Tribe, as early as feasible.

5. The commenter requests acknowledgement that title to all archaeological sites, and historic or cultural resources on or in the tide and submerged lands of California is vested in the state and under the jurisdiction of the Commission. This acknowledgement is duly noted by the City. The City further acknowledges that the final disposition of archaeological, historical, and

paleontological resources recovered on state lands under the jurisdiction of the Commission must be approved by the Commission.

6. The commenter requests that the effects to the proposed project due to sea-level rise be provided. As noted on page 3-65 of the IS/MND, sea-level rise has the potential to increase the stage of the Sacramento River adjacent to the project site from 30.2 feet to a range of 38.4 to 40 feet. At these stages, the hydraulic pressure on the old levee that runs through the center of the site would increase. If this old levee were to breach, the interior portion of the Bees Lakes site would be inundated. As a result, the project's restored habitat and recreational features would be inundated. Although damage to these features would be expected, sea-level rise would not be expected to result in the loss of life or substantial destruction of infrastructure.

Notice of Determination

To: Office of Planning and Research
PO Box 3044, 1400 Tenth Street, Room 222
Sacramento, CA 95812-3044

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

Yolo County Clerk-Recorder
625 Court Street, Room B01
Woodland, CA 95695

Subject: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

Bees Lakes Habitat Restoration Project

Project Title

<u>2020120220</u>	<u>Traci Michel</u>	<u>(916) 617-4620</u>
State Clearinghouse Number	Contact Person	Area Code/Telephone/Extension

Project Location:

The project site is located along the west bank of the Sacramento River in the City of West Sacramento, Yolo County, California. The West Sacramento Area Flood Control Agency (WSAFCA) completed construction of 5.5 miles of levee improvements in 2018 as part of the Southport Sacramento River Early Implementation Project (Southport EIP), including constructing a setback levee along the northwestern edge of the project site. The Southport EIP created two new floodplain restoration areas connected to the Sacramento River, immediately upstream and downstream of the project site. Cross levees between the project site and the two floodplain restoration sites were built to preserve access to the Sacramento Yacht Club and the Sherwood Harbor Marina, which are located at the north and south ends of the project site, respectively. The remaining segment of the unmaintained levee along Chicory Loop runs through the project site, with the portion southeast of the levee encompassing the Sacramento river bank and associated riverside riparian habitat.

The project site is bounded by the Reclamation District (RD) 900 Operations and Maintenance (O&M) waterside toe road on the northwest edge, the Sacramento River on the southeast edge, and the property boundaries of the Sacramento Yacht Club and the Sherwood Harbor Marina southeast of the remnant levee along Chicory Loop.

Project Description:

The proposed project includes implementing ecosystem, water quality and recreational improvements at the Bees Lakes site consistent with the goals and objectives identified in the Final Bees Lakes Habitat Restoration Plan. Project site restoration includes focused removal and control of target invasive species at the project site. The goal of the invasive plant removal is to significantly decrease abundance of target invasive species and increase abundance of native understory species to improve and sustain native plant community health and diversity. The most prevalent target invasive species are: Himalayan blackberry, which occurs in large patches in portions of the riparian forest understory and in some monoculture patches; and edible fig (*Ficus carica*), which is scattered throughout the site, primarily on the riverside portion.

Water quality components include removing and disposing of potentially contaminated soil from the two ponds on the site, potentially treating the pond water, and the removal of trash from the ponds. An abandoned boat and a large amount of refuse have been observed in the ponds, which are suspected to be degrading pond water quality. At minimum, project implementation would include drawing down pond water levels temporarily to extract large trash and debris.

The water quality components also include installing a submerged or floating aeration diffusion device to increase pond aeration and water circulation within the ponds, decrease algae growth, and increase habitat suitability for

fishes and other aquatic life (including mosquito fish). An additional water quality enhancement, which would also provide habitat benefits, includes installing one or more artificial floating wetland islands in one or both of the site ponds.

The proposed project includes several recreational components that are intended to improve access management at the site and to provide improved recreational opportunities for site users. Potential recreational amenities include marked foot trails, elevated boardwalks, Americans with Disabilities Act (ADA) access ramps, an equestrian trail, a ten-stall parking area, portable bathrooms, two large viewing platforms, multi-purpose picnic/recreational areas, way-finding signage and information kiosks.

This is to advise that the City of West Sacramento, acting as the lead agency, approved the above-described project on January 20, 2021 and has made the following determinations:

1. The Project will not have a significant effect on the environment.
2. A Mitigated Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures were made a condition of the approval of this project.
4. A Mitigation Monitoring and Reporting Program was adopted for this project.
5. A Statement of Overriding Considerations was not adopted for this project.
6. Findings were made pursuant to the provisions of CEQA.

This is to certify that the Mitigated Negative Declaration was prepared and adopted pursuant to the provisions of CEQA. The Mitigated Negative Declaration and the record of project approval are available to the General Public at:

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

<i>Signature (Public Agency)</i>	<i>Date</i>	<i>Title</i>
<hr style="border: 0.5px solid black;"/>		

Date received for filing and posting at OPR: January 21, 2021

MEETING DATE: January 20, 2021

ITEM #20

SUBJECT:

CONSIDERATION OF ADOPTION OF RESOLUTION 21-03 APPROVING THE APPLICATION(S) FOR PROP 68 PER CAPITA GRANT FUNDS

INITIATED OR REQUESTED BY:

Council Staff
 Other

REPORT COORDINATED OR PREPARED BY:

Erin Rivas, Business Manager
Parks and Recreation Department

ATTACHMENT Yes No Information Direction Action

OBJECTIVE

This report requests City Council consideration of adopting Resolution 21-03 which authorizes the City to apply to California State Parks for future recreation project funding as part of the Prop 68 Per Capita Grant Program.

RECOMMENDED ACTION

Staff respectfully recommends that the City Council adopt Resolution 21-03 approving future City application(s) for Prop 68 Per Capita Grant Program funds.

BACKGROUND

The Per Capita Program originates from Proposition 68, placed on the ballot via Senate Bill 5 and approved by voters on June 5, 2018. The General Per Capita Program has \$185,000,000 of funding available for local park rehabilitation, creation, and improvement grants to local governments on a per capita basis. Grant recipients are encouraged to utilize awards to rehabilitate existing infrastructure and to address deficiencies in neighborhoods lacking access to the outdoors. Funding is distributed as follows:

- Sixty percent (60%) to cities and non-regional park and/or open space districts based on population; or
- Forty percent (40%) to counties and regional park and/or open space districts.

Eligible projects must be capital outlay projects for recreational purposes, either acquisition or development. Projects that do not serve a severely disadvantaged community (the median household income is less than 60% of the statewide average) require a 20% match. Recreation improvements covered by this program include: pool, aquatic center, splash pad, trails or walking paths, landscaping or irrigation, group picnic, outdoor classroom or other gathering spaces, play equipment, outdoor fitness equipment, sports fields, sports courts, court lighting, community center, gym, restroom and concession stand features in addition to minor support elements such as benches, lighting, parking or signage associated with one of the aforementioned improvements.

ANALYSIS

The City's Per Capita Grant Program allocation amount is \$177,952. In order to confirm the City's interest in participating in this program, an adopted resolution must be provided to State Parks. While no specific projects are proposed for funding at this time, Parks staff is reviewing multiple projects identified in the Parks, Recreation and Open Space Master Plan that would be good candidates for the program, including Bryte Park Master Plan improvements, as well as installation of new play and other equipment at other park sites. A stipulation of the Per Capita Grant Program is that projects must be consistent with relevant City-approved plans, such as the General Plan, Parks, Recreation and Open Space Master Plan and other similar documents. The performance period for the Grant Program requires all applications to be received by December 31, 2021, and all projects to be completed by June 30, 2024. A proposed project(s) will be shared with the Parks, Recreation and Intergenerational Services Commission for feedback before returning to City Council for consideration and approval.

Environmental Considerations

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

Commission Recommendation

In October 2020, staff provided an update to the Parks, Recreation and Intergenerational Services Commission on the pending availability of funding through the Prop 68 Per Capita Grant Program and reported that future applications for proposed projects would be shared with the Commission for feedback prior to seeking City Council approval.

Strategic Plan Integration

Participating in the Per Capita Grant Program and preparing applications for future recreation project funding aligns with the 2019 Strategic Plan Management Agenda High Priority item: "Parks, Recreation and Open Space Master Plan Implementation."

Alternatives

In addition to the recommended action, City Council could elect to not approve Resolution 21-03. This is not recommended as grant funding for recreation projects is limited and the Per Capita Grant Program provides guaranteed grant funding for eligible projects. Approving Resolution 21-03 allows staff to move forward and develop project-specific applications in time for Council consideration prior to the Grant Program application deadline date.

Coordination and Review

This report was completed in coordination with the Administrative Services Department and City Manager's Office.

Budget/Cost Impact

There are no budget impacts associated with this action. Resolution 21-03 authorizes the City to apply for grant funding. If additional funding is required to support a proposed project application, staff will bring a separate item to Council for consideration.

ATTACHMENT(S)

1. Resolution 21-03

RESOLUTION 21-03

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST SACRAMENTO
APPROVING APPLICATION(S) FOR PER CAPITA 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 Per Capita Grant Program, setting up necessary procedures governing application(s); and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the grantee's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and

WHEREAS, the grantee will enter into a contract(s) with the State of California to complete project(s);

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby:

1. Approves the filing of project application(s) for Per Capita program grant project(s); and
2. Certifies that said grantee has or will have available, prior to commencement of project work utilizing Per Capita funding, sufficient funds to complete the project(s); and
3. Certifies that the grantee has or will have sufficient funds to operate and maintain the project(s), and
4. Certifies that all projects proposed will be consistent with the park and recreation element of the City of West Sacramento general or recreation plan (PRC §80063(a)), and
5. Certifies that these funds will be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)), and
6. Certifies that it will comply with the provisions of §1771.5 of the State Labor Code, and
7. (PRC §80001(b)(8)(A-G)) To the extent practicable, as identified in the "Presidential Memorandum--Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters," dated January 12, 2017, the City of West Sacramento will consider a range of actions that include, but are not limited to, the following:
 - (A) Conducting active outreach to diverse populations, particularly minority, low-income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.
 - (B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.
 - (C) Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.
 - (D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.
 - (E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.
 - (F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.
 - (G) Identifying possible staff liaisons to diverse populations.

8. Agrees that to the extent practicable, the project(s) will provide workforce education and training, contractor and job opportunities for disadvantaged communities (PRC §80001(b)(5)).
9. Certifies that the grantee shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient's annual expenditures. (PRC §80062(d)).
10. Certifies that the grantee has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide; and
11. Delegates the authority to the City Manager, or designee 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(s); and
12. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

APPROVED AND ADOPTED the 20th day of January 2021.

I, the undersigned, hereby certify that the foregoing Resolution Number 21-03 was duly adopted by the City Council following a roll call vote:

Ayes:
Noes:
Absent:

Martha Guerrero, Mayor

Yashin Abbas, City Clerk

MEETING DATE: January 20, 2021

ITEM #21

SUBJECT:

CONSIDERATION OF APPROVAL OF AN AMENDMENT TO THE CONTRACT WITH KARLA'S JANITORIAL & SUPPLIERS TO PROVIDE JANITORIAL SERVICES FOR ADDITIONAL CITY OF WEST SACRAMENTO CITY FACILITIES

INITIATED OR REQUESTED BY:

[] Council [X] Staff

[] Other

REPORT COORDINATED OR PREPARED BY:

Heather Brophy, Business Manager

Public Works Operations & Maintenance Dept.

ATTACHMENT [X] Yes [] No

[] Information

[] Direction

[X] Action

OBJECTIVE

The purpose of this report is to amend the contract with Karla's Janitorial & Suppliers to provide janitorial services for four additional departments of the City of West Sacramento.

RECOMMENDED ACTION

Staff respectfully recommends that the City Council:

1. Approve the amendment to Karla's Janitorial & Suppliers contract to include four (4) additional City facilities for the purpose of providing janitorial services; and
2. Authorize the City Manager, or his designee, to execute the contract amendment with Karla's Janitorial & Suppliers consistent with the City's standard service contract, for the term of January 1, 2021 through June 30, 2023, where the fees for the vendor shall be as specified in their submitted Schedule of Fees by service location and where total compensation shall not to exceed the amount specified and total compensation shall not exceed \$1,081,350 from January 1, 2021 through June 30, 2023.

BACKGROUND

A pre-qualified supply vendor list is an efficient cost and time saving resource for staff as it allows for consolidating the solicitation, review, and contract negotiation by individual cost centers all while remaining compliant with the City's Purchasing Policy. With a pre-qualified vendor list, the cost centers may coordinate the purchase of services necessary to ensure staff and/or community members have a clean and sanitary facility to conduct daily and evening use as well as special events and projects. Additionally, there is a cost savings derived from benefits associated with the economies of scale and significant time savings from a pre-qualified vendor list.

The current pre-qualified vendor list was approved by Council on July 26, 2017 after a Request for Qualifications commenced March 22, 2017. A contract extension was approved on September 18, 2019 for both qualified vendors for the remainder of the fiscal year as funding had been exhausted while a new Request for Proposal (RFP) was issued. On March 2, 2020, Public Works Operations and Maintenance Department issued an RFP for janitorial services for City wide facilities with a closing date of March 20, 2020. Per the RFP, four (4) proposals were received, all were evaluated as qualified and eligible to be recommended for a pre-qualified vendor list to be maintained for a period of three (3) years.

On March 16, 2020, the City began operating under a state of local emergency in West Sacramento due to the novel coronavirus (COVID-19) outbreak. The City's local emergency declaration was preceded by related emergency declarations at the county, state, and federal level. In late March 2020, the current janitorial vendors began providing additional cleaning at three of the open and active City facilities. On March 26 and April 1, 2020, the Centers for Disease Control and Prevention (CDC) provided interim recommendations for the cleaning and disinfection for community facilities. Guidance included the cleaning and disinfection of porous surfaces, Environmental Protection Agency (EPA) registered disinfectant list, disinfection of electronics, and recommended personal protective equipment (PPE) and hand hygiene.

Due to the timing of the original RFP, the declaration of state of local emergency, and the updated recommendations from the CDC, it was recommended that a new RFP should be issued to incorporate the addition of COVID-19 specific cleaning protocols and protections.

In order to continue to ensure appropriate janitorial services for City facilities while the new RFP was being prepared and issued, Council approved extensions to the contracts with City Wide Maintenance and Universal Building Services through December 31, 2020.

In September 2020, Public Works Operations and Maintenance Department issued an RFP for janitorial services for City wide facilities. Seven (7) RFP's were received, and all were evaluated to determine qualifications and experience in the areas of:

- Ability to Meet the Needs of Specific Facility
- Relevant Experience
- Methodology
- Employee Training
- References

A review panel with members from Parks and Recreation, Fire, Police, Public Works Operations and Maintenance departments evaluated each of the proposals, and all vendors were deemed qualified with the exception of two due to non-responsiveness (City Wide Maintenance and Elite Maintenance Management Systems (EMMS)).

Staff recommends the following vendors for the pre-qualified list:

- Chavez Clean Machine
- J's Janitorial Cleaning Service
- Karla's Janitorial & Suppliers
- Spencer Building Maintenance
- Universal Building Services (UBS)

Each department selected a vendor, by location, from the pre-qualified list. The two vendors selected to provide those services are UBS and Karla's Janitorial & Suppliers. The pre-qualified vendor list will be maintained for a period of two years, six months (2.5 years), with an option to extend for two (2) one-year extensions. The proposed pre-qualified list of contractors will be in effect January 2021 through June 2023.

ANALYSIS

On December 22, 2020, Public Works Operations and Maintenance received an email from the Operations Manager of Universal Building Services (UBS) notifying the City that it was not financially feasible for them to go forward with the janitorial contract for the City sites awarded.

Staff contacted both the individual sites impacted as well as reached out to Karla's Janitorial & Suppliers to award the remaining sites for their janitorial services for the term of the contract. Karla's agreed to service the additional sites, minimizing the impact on City staff.

Environmental Considerations

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

Commission Recommendation

Not applicable.

Strategic Plan Integration

Council approval of issuing contract extensions will assist in the strategic plan goals of maintaining a *Financially Sound City Government* and to provide *Quality City Services* by ensuring compliance with City adopted policies.

Alternatives

The City Council may decide to:

- 1) Approve the Recommended Action; or
- 2) Reject the Recommended Action and direct staff to return with alternative recommendations.

Staff recommends Alternative 1 as the best way to achieve continuous janitorial services with detailed COVID-19 safeguards.

Coordination and Review

The preparation of the proposed contract was coordinated by the Parks and Recreation, Police, Fire, City Manager, Administrative Services, and Public Works Operations and Maintenance departments.

Budget/Cost Impact

The cost for janitorial services is budgeted within each department for each facility and approved by Council in the biennial operation and maintenance budget for FY 2020/21. The difference in cost over the two and one half (2.5) year contract is \$31,350. There is sufficient funding available in the respective departments budget for Fiscal Year 2020-21 and future years will be incorporated in the next biennial operation and maintenance budget.

ATTACHMENTS

1. Contract Amendment 1
2. Scope and Pricing

EXHIBIT A

City-Held Property Locations to be serviced by Karla's Janitorial:

- Discovery Pre-School
- Parks and Recreation Operations Building
- Bus Stop Restroom – proximity of Community Center
- Fire Station #45

**Discovery Preschool
205 Stone Blvd.**

Weekly

1. Empty all wastepaper baskets.
2. Recycling: Transfer contents of mixed recycling and organics (if applicable) recycling containers to appropriate exterior collection container. Mixed recycling must be placed loose in the container (no plastic bags) and organics recycling bags must be ASTM D6400 rated compostable bags.
3. Dust desks, chairs, counters, cabinets and other furniture.
4. Clean tabletops and glass tops.
5. Remove fingerprints from office partitions, doors and walls.
6. Vacuum all carpeted areas.
7. Spot clean floors.
8. Cleans and disinfect restrooms.
9. Place toilet articles in restrooms.
10. Mop floors once a week as opposed to spot cleaning.
11. Wipe down windowsills and dust window coverings once a week.
12. Wipe down microwave and refrigerator once a week.
13. Clean entrance and back doors once a week.
14. Clean cobwebs once a week.
15. Clean sinks and faucets once a week.
16. Refill toilet tissue, paper towels and our bottles of soap once a week.
17. Dust office desk, office chair, office cabinets, computers and printer once a week.
18. Wipe down and disinfect telephone once a week.
19. Mop baseboards once a week.

Quarterly – August before start of school, Winter Break, Spring Break and end of year.

1. Move all plastic carpet protectors and thoroughly vacuum under and around all desks and furniture. Shampoo carpets. Apply scotch guard after cleaning.

Semi-Annually

1. Machine scrub and wax floors.
2. Wash exterior windows, inside and outside and partitions.

APPENDIX B

JANITORIAL SERVICE PRICING PROPOSAL

Service Location: Discovery Pre-School

Use one (1) sheet for each of the thirteen (13) West Sacramento locations below:

1. City Hall and Galleria
2. City Hall Annex – new facility approx. 4000 sq. ft
3. Police Administration and Annex
4. Public Works Operations Building
5. Water Treatment Plant
6. Fire Station #45
7. Bridgeway Lakes Boathouse and Snack Building
8. Club West Teen Center
9. Discovery Pre-School
10. Community Center (Learning Ladder Pre-School and Senior Center)
11. Recreation Center
12. Parks and Recreation Operations Building
13. Bus Stop Restroom – proximity of Community Center

Instructions: Prospective contractors must submit a cost proposal on this document and include in proposal documentations as outlined in Appendix A. Starting salary for assigned staff must meet or exceed current economic provisions established by Service Employee’s International Union Local 1877.

1. BASE CONTRACT	\$ <u>320.00</u> /MONTH
2. PAPER PRODUCTS	\$ <u>150.00</u> /MONTH
3. CARPET CLEANING (Semi-annual)	\$ <u>25.00</u> /MONTH
4. HARD FLOOR MAINTENANCE	\$ <u>65.00</u> /MONTH
5. COVID-19 DISINFECTION SERVICES	\$ <u>50.00</u> /MONTH
Total monthly Invoice	\$ <u>610.00</u>
6. MAN HOURS (Per week to accomplish base contract work- five days)	\$ <u>2.50</u> /WEEK
7. EXTRA EMERGENCY HOURLY RATE	\$ <u>29.95</u> /HOUR
8. EXTRA HOURLY RATE	\$ <u>25.50</u> /HOUR

COMPANY: Karla's Janitorial & Suppliers LLC

BY (SIGNATURE): Sheyla Garcia

TITLE: Account Manager

DATE: 09/25/2020

Parks Operations Building
1991 South River Road

Semi-Weekly

1. Vacuum clean all carpeted areas.
2. Vacuum all mats.
3. All hard-surfaced floor areas will be checked and appear clean. No visible spills, dust or garbage on the floor. Stairwells should be checked/cleaned as well. Sweep/mop when visibly needed.
4. Dust counters, desks, tables and cabinets.
5. Clean doorknobs.
6. Clean sink and faucet in kitchen.
7. Empty all waste receptacles. Plastic liners to be replaced on an as-needed basis, but not less than once per week.
8. Recycling: Transfer contents of mixed recycling and organics recycling containers to appropriate exterior collection container. Mixed recycling must be placed loose in the container (no plastic bags) and organics recycling bags must be ASTM D6400 rated compostable bags. Cardboard designated for recycling shall be taken out for appropriate recycling as well.
9. Restroom: Clean with a detergent/disinfectant and polish all sinks, counters, toilets and urinals, beginning with seats (both sides) and working down. Use acid bowl cleaner in the interior of the toilets, making sure to clean the inner lip of closet and urinals. Pour one ounce of bowl cleaner into urinals after cleaning and do not flush.
10. Restroom: Damp wipe all ledges, toilet stalls and doors. Remove fingerprints, streaks, smudges and foreign matter from all painted surfaces.
11. Restroom: Spot clean light switches, doors, partitions and walls to remove fingerprints, streaks, smudges and foreign matter from all painted surfaces.
12. Restroom: Sweep and wet mop with a germicide on all floor areas. Rinse with clear water and dry buff to eliminate mop streaks. No streaks, stain, spills, mineral deposits or soap residue shall be present at the start of the business day.
13. Clean and polish all mirrors, soap dispensers, flush meters, shelves, chrome fixtures, piping, toilet hinges and disposal container exteriors using detergent/disinfectant and water. No streaks, stain spills, mineral deposits or soap residue shall be present at the start of the next business day.
14. Restroom: refill all toilet tissue and paper towel dispensers. Furnish and refill sanitary napkin dispensers. Refill soap dispensers, check operation of all dispensers. Paper liners are to fit feminine protection dispensers in such a manner as to not overhang the top.
15. Restroom: Empty and clean paper towel and sanitary napkin disposal receptacles. Replace plastic liners.
16. Restroom: Report all mechanical deficiencies, dripping faucets, and other problems to the City.
17. Restroom stall partitions shall be checked and cleaned as necessary.
18. Restroom: Fill floor drains with mop water.
19. Exterior entrances, walks and trash/recycling bin area: Check area and remove all litter, cigarette butts, etc.
20. Janitor closets: Clean and arrange all equipment each night. Empty vacuum cleaner bags, check belts, sweep and mop floor.
21. Arm alarm system when complete.

Weekly

1. Clean kitchen counters.
2. Mop kitchen flooring.
3. Refrigerators: Spot clean exterior; doors/handles and dispensers.
4. Microwaves: Spot clean exterior and interior.
5. Wipe clean small appliances.

Semi-Monthly

1. High dust all horizontal and vertical surfaces not reached in night cleaning, such as pipes, light fixtures, tops of cubicles, door frames, etc. Spider webs should not be evident.

Monthly

1. Spot clean all doors, door frames, walls and light switches to remove other markings.
2. Spot clean carpet and mats.
3. Clean air-vents
4. Strip, machine scrub, and reseal all the vinyl composite flooring. Finished surface should provide level of appearance equivalent to a completely refinished floor.
5. All ceramic tile floors: Strip, machine scrub, and reseal. Wall base to be free of mop splash stains.
6. Clean entry door metal trim, glass, sidelights and other interior glass (other than exterior windows) as needed. No fingerprints shall be visible at the start of the business day.
7. Scrub shower floors with germicidal solution. No mold or soap scum shall be present on floors, walls, or ceilings.
8. Restroom: Sweep and wet mop with a germicide on all floor areas. Rinse with clear water and dry buff to eliminate mop streaks. No streaks, stain, spills, mineral deposits or soap residue shall be present at the start of the business day.

Semi-Annually

1. Move all plastic carpet protectors and thoroughly vacuum under and around all desks and furniture. Shampoo Carpets. Apply scotch guard after cleaning.
2. Dust all ceiling, air-conditioning. Louvers and grilles not reached in nightly cleaning.
3. Clean interior windows to a height of ten feet from the floor.

APPENDIX B

JANITORIAL SERVICE PRICING PROPOSAL

Service Location: Parks and Recreation Operations Building

Use one (1) sheet for each of the thirteen (13) West Sacramento locations below:

1. City Hall and Galleria
2. City Hall Annex – new facility approx. 4000 sq. ft
3. Police Administration and Annex
4. Public Works Operations Building
5. Water Treatment Plant
6. Fire Station #45
7. Bridgeway Lakes Boathouse and Snack Building
8. Club West Teen Center
9. Discovery Pre-School
10. Community Center (Learning Ladder Pre-School and Senior Center)
11. Recreation Center
12. Parks and Recreation Operations Building
13. Bus Stop Restroom – proximity of Community Center

Instructions: Prospective contractors must submit a cost proposal on this document and include in proposal documentations as outlined in Appendix A. **Starting salary for assigned staff must meet or exceed current economic provisions established by Service Employee’s International Union Local 1877.**

1. BASE CONTRACT	\$ <u>576.00</u> /MONTH
2. PAPER PRODUCTS	\$ <u>150.00</u> /MONTH
3. CARPET CLEANING (Semi-annual)	\$ <u>42.00</u> /MONTH
4. HARD FLOOR MAINTENANCE	\$ <u>45.00</u> /MONTH
5. COVID-19 DISINFECTION SERVICES	\$ <u>65.00</u> /MONTH
Total monthly Invoice	\$ <u>878.00</u>
6. MAN HOURS (Per week to accomplish base contract work- five days)	\$ <u>5.00</u> /WEEK
7. EXTRA EMERGENCY HOURLY RATE	\$ <u>29.95</u> /HOUR
8. EXTRA HOURLY RATE	\$ <u>25.50</u> /HOUR

COMPANY: Karla's Janitorial & Suppliers LLC

BY (SIGNATURE): Sheyla Garcia

TITLE: Account Manager

DATE: 09/25/2020

APPENDIX B

JANITORIAL SERVICE PRICING PROPOSAL

Service Location: Bus Stop Restroom

Use one (1) sheet for each of the thirteen (13) West Sacramento locations below:

1. City Hall and Galleria
2. City Hall Annex – new facility approx. 4000 sq. ft
3. Police Administration and Annex
4. Public Works Operations Building
5. Water Treatment Plant
6. Fire Station #45
7. Bridgeway Lakes Boathouse and Snack Building
8. Club West Teen Center
9. Discovery Pre-School
10. Community Center (Learning Ladder Pre-School and Senior Center)
11. Recreation Center
12. Parks and Recreation Operations Building
13. Bus Stop Restroom – proximity of Community Center

Instructions: Prospective contractors must submit a cost proposal on this document and include in proposal documentations as outlined in Appendix A. **Starting salary for assigned staff must meet or exceed current economic provisions established by Service Employee’s International Union Local 1877.**

1. BASE CONTRACT	\$ <u>280.00</u> /MONTH
2. PAPER PRODUCTS	\$ <u>70.00</u> /MONTH
3. CARPET CLEANING (Semi-annual)	\$ <u>N/A</u> /MONTH
4. HARD FLOOR MAINTENANCE	\$ <u>INCLUDED</u> /MONTH
5. COVID-19 DISINFECTION SERVICES	\$ <u>INCLUDED</u> /MONTH
Total monthly Invoice	\$ <u>350.00</u>
6. MAN HOURS (Per week to accomplish base contract work- five days)	\$ <u>3.00</u> /WEEK
7. EXTRA EMERGENCY HOURLY RATE	\$ <u>29.95</u> /HOUR
8. EXTRA HOURLY RATE	\$ <u>25.50</u> /HOUR

COMPANY: Karla's Janitorial & Suppliers LLC

BY (SIGNATURE): Sheyla Garcia

TITLE: Account Manager

DATE: 09/25/2020

Fire Station #45
2040 Lake Washington Boulevard

1st Floor - Entrances, Lobby, Cubicles, Offices, Breakroom, Restrooms, apparatus bays and adjacent first floor rooms on the west side of the apparatus bays are excluded.

Daily

1. Clean and polish all drinking fountains
2. Vacuum walk-off mats
3. Fully vacuum all carpets from wall to wall
4. Dust mop all hard surface floors with treated dust mop
5. Spot clean carpets
6. Empty all waste receptacles and recycling containers
7. Spot clean all partition glass
8. Spot clean all horizontal and vertical surfaces removing fingerprints
9. Dust mop and spot mop
10. Dust counters and desks
11. Refill all dispensers, empty trash, clean and sanitize all restroom fixtures, wipe all counters, clean mirrors, wipe chrome, spot wipe partitions, sweep and damp mop floors using a germicidal cleaner
12. Clean and wipe sinks and counters
13. Restrooms: Clean with a detergent/disinfectant and polish sinks, counters, toilets and urinals, beginning with seats (both sides) and working down. Use acid bowl cleaner in the interior of the toilets, making sure to clean the inner lip of closet and urinals. Pour one ounce of bowl cleaner into urinals after cleaning and do not flush.
14. Restrooms: Sweep and wet mop with a germicide on all floor areas. Rinse with clean water and dry buff to eliminate mop streaks. No streaks, stain, spills, mineral deposits or soap residue shall be present at the start of business day.
15. Restrooms: Fill floor drains with mop water
16. Pick up all obvious litter, including cigarette butts delete line 16. Same as line 19.
17. Clean and polish bright metal work
18. Clean both sides of glass doors and doorknobs
19. Police area and remove all litter, cigarette butts, etc.
20. Clean and arrange all equipment in janitorial closet each night- empty vacuum cleaner bags, check belts, sweep and mop floor
21. Clean all sinks, faucets and counters in kitchens, lunchrooms and coffee areas. This includes face of cabinets.
22. Refrigerators: Spot clean exterior, doors/handles and dispensers
23. Microwaves: Spot clean exterior and interior
24. Wipe clean all small appliances
25. Empty all waste receptacles. Plastic liners to be replaced on an as-needed basis, but not less than once a week.
26. Recycling: Transfer contents of mixed recycling and organics recycling containers to appropriate exterior collection container. Mixed recycling must be placed loose in the container (no plastic bags) and organics recycling bags must be ASTM D6400 rated compostable bags.
 1. Dust all low reach areas.
 2. Dust high and low areas (e.g., furniture, pictures, clocks, partition tops, light fixtures, etc.)
 3. Damp mop entire area including desk floor mats.

4. Spot clean carpet areas and mats.
5. Polish all wood furniture and conference tables using approved polish.
6. Wash all restroom partitions on both sides.
7. Detail clean threshold plates removing all visible soil.
8. Wash entrance and exit windows and doors.

Monthly

1. Dust all venetian blinds.
2. Clean and oil all wood doors on both sides and wipe away excess oil.
3. Dust and clean all return air vents.
4. Machine scrub hard surface floors, applying one coat of finish, then let dry.
5. Remove cobwebs throughout

Quarterly

1. Wash walls.

Semi-Annually

1. Window washing of all interior and exterior windows – May and October
2. Shampoo Carpets. Apply scotch guard after cleaning (downstairs at Station 45 only) April and September

Annually

1. Upstairs floors stripped, machine scrub, and reseal floors.
2. Shower stalls and all tile in the bathrooms steamed cleaned and sanitized.
3. **Station 44 (living room and bedrooms) and Station 45 (upstairs)** Shampoo Carpets. Apply scotch guard after cleaning.

APPENDIX B

JANITORIAL SERVICE PRICING PROPOSAL

Service Location: Fire Station #45

Use one (1) sheet for each of the thirteen (13) West Sacramento locations below:

1. City Hall and Galleria
2. City Hall Annex – new facility approx. 4000 sq. ft
3. Police Administration and Annex
4. Public Works Operations Building
5. Water Treatment Plant
6. Fire Station #45
7. Bridgeway Lakes Boathouse and Snack Building
8. Club West Teen Center
9. Discovery Pre-School
10. Community Center (Learning Ladder Pre-School and Senior Center)
11. Recreation Center
12. Parks and Recreation Operations Building
13. Bus Stop Restroom – proximity of Community Center

Instructions: Prospective contractors must submit a cost proposal on this document and include in proposal documentations as outlined in Appendix A. **Starting salary for assigned staff must meet or exceed current economic provisions established by Service Employee’s International Union Local 1877.**

1. BASE CONTRACT	\$ <u>1,408.00</u> /MONTH
2. PAPER PRODUCTS	\$ <u>350.00</u> /MONTH
3. CARPET CLEANING (Semi-annual)	\$ <u>125.00</u> /MONTH
4. HARD FLOOR MAINTENANCE	\$ <u>225.00</u> /MONTH
5. COVID-19 DISINFECTION SERVICES	\$ <u>100.00</u> /MONTH
Total monthly Invoice	\$ <u>2,208.00</u>
6. MAN HOURS (Per week to accomplish base contract work- five days)	\$ <u>15.00</u> /WEEK
7. EXTRA EMERGENCY HOURLY RATE	\$ <u>29.95</u> /HOUR
8. EXTRA HOURLY RATE	\$ <u>25.50</u> /HOUR

COMPANY: Karla's Janitorial & Suppliers LLC

BY (SIGNATURE): Sheyla Garcia

TITLE: Account Manager

DATE: 09/25/2020

APPENDIX C

**JANITORIAL SERVICE PRICING PROPOSAL
POST SPECIAL EVENTS CLEANING AND DISINFECTION**

Service Location: Galleria

Use one (1) sheet for each of the three (3) West Sacramento locations below:

1. Galleria
2. Boathouse
3. Community Center

Instructions:

Prospective contractors must submit a cost proposal on this document and include in proposal documentations as outlined in Appendix A. Starting salary for assigned staff must meet or exceed current economic provisions established by Service Employee's International Union Local 1877.

- | | | |
|-----------------------------------|-------------------------|---------------------------|
| 1. BASE CONTRACT | \$ <u>175.00</u> /EVENT | |
| 2. PAPER PRODUCTS | | \$ <u>45.00</u> /EVENT |
| 3. COVID-19 DISINFECTION SERVICES | | \$ <u>INCLUDED</u> /EVENT |

Total Rental Invoice \$ 220.00

- | | | |
|----------------------|-----------------------|--|
| 3. EXTRA HOURLY RATE | \$ <u>32.00</u> /HOUR | |
|----------------------|-----------------------|--|

COMPANY: Karla's Janitorial & Suppliers LLC

BY (SIGNATURE): Sheyla Garcia

TITLE: Account Manager

DATE: 09/25/2020

APPENDIX C

JANITORIAL SERVICE PRICING PROPOSAL
POST SPECIAL EVENTS CLEANING AND DISINFECTION

Service Location: Community Center

Use one (1) sheet for each of the three (3) West Sacramento locations below:

1. Galleria
2. Boathouse
3. Community Center

Instructions:

Prospective contractors must submit a cost proposal on this document and include in proposal documentations as outlined in Appendix A. Starting salary for assigned staff must meet or exceed current economic provisions established by Service Employee's International Union Local 1877.

- | | |
|-----------------------------------|---------------------------|
| 1. BASE CONTRACT | \$ <u>175.00</u> /EVENT |
| 2. PAPER PRODUCTS | \$ <u>45.00</u> /EVENT |
| 3. COVID-19 DISINFECTION SERVICES | \$ <u>INCLUDED</u> /EVENT |

Total Rental Invoice \$ 220.00

3. EXTRA HOURLY RATE \$ 32.00 /HOUR

COMPANY: Karla's Janitorial & Suppliers LLC

BY (SIGNATURE): *Sheyla Garcia*

TITLE: Account Manager

DATE: 09/25/2020

**SPECIAL MEETING OF THE
CITY OF WEST SACRAMENTO CITY COUNCIL,
REDEVELOPMENT SUCCESSOR AGENCY, AND
WEST SACRAMENTO FINANCING AUTHORITY
December 9, 2020
Minutes**

Pursuant to the Governor's Executive Order N-29-20, members of the West Sacramento City Council and staff will participate in this meeting via a teleconference. To reduce the spread of COVID-19, members of the public are asked to watch the meeting via Wave Cable Channel 20 or Livestream (<https://www.cityofwestsacramento.org/government/meetings-agendas/city-council>) and to submit comments in writing by 4:30 pm on December 9, 2020.

To submit a comment in writing, please email clerk@cityofwestsacramento.org and write "Public Comment" in the subject line. In the body of the email, include the item number and/or title of the item as well as your comments. All comments received by 4:30 PM will be provided to the City Council and posted on the website. The comments submitted shall become part of the record of the meeting.

The special meeting was called to order at 6:30 PM. All members were present. Mayor Cabaldon presided.

Entry No. 1

Heard General Administration Functions as follows:

There were no presentations by the public on matters not on the agenda.

Mayor Pro Tem Sandeen reported on the November 19, 2020 meeting of the Sacramento Area Flood Control Agency; the Delta Protection Commission; the December 3, 2020 meeting of Yolo Local Agency Formation Commission; the December 9 meetings of Yolo Solano AQMD and the Port Commission.

Council Member Orozco reported on the December 3, 2020 meeting of the Executive Commission for the Homeless 10-Year Plan.

Mayor Cabaldon reported on the December 7, 2020 meeting of the U.S. Conference of Mayors; and the December 2, 2020 meeting of the Bikeshare Policy Steering Committee.

Entry No. 2

Minute Order 20-91: Adopted a proclamation to recognize Linda C. Luna for 5 years of service as the Superintendent of Washington Unified School District.

MOTION: Sandeen. SECOND: Orozco.

ROLL CALL VOTE

AYES: Guerrero, Ledesma, Orozco, Sandeen, Cabaldon.

Entry No. 3

Minute Order 20-92: Adopted a proclamation to recognize Mayor Christopher Cabaldon for 24 years of service to the City of West Sacramento

MOTION: Orozco. SECOND: Guerrero.

ROLL CALL VOTE

AYES: Guerrero, Ledesma, Orozco, Sandeen, Cabaldon.

Entry No. 4

Minute Order 20-93: Adopted Resolution 20-108 accepting the official canvass and certification of the November 3, 2020 election and declaring Martha Guerrero elected as Mayor, and Quirina Orozco and Normal Alcala elected as City Council members.

MOTION: Ledesma. SECOND: Sandeen.

ROLL CALL VOTE

AYES: Guerrero, Ledesma, Orozco, Sandeen, Cabaldon.

Entry No. 5

Newly elected members were ceremoniously sworn in as follows:

Norma Alcala was sworn in by her son, Carlos Alcala, Jr., as Councilmember of the City of West Sacramento; Quirina Orozco was sworn in by her children, Alexis, Erika, Noa, and Mateo Yepes, as Councilmember of the City of West Sacramento, and Martha Guerrero was sworn in by her daughter, Eleanor Sanchez, as Mayor of the City of West Sacramento.

Entry No. 6

Minute Order 20-94: Continued to the City Council meeting in January the Consideration of Selection of Mayor Pro Tem.

MOTION: Orozco. SECOND: Alcala.

ROLL CALL VOTE

AYES: Alcala, Ledesma, Orozco, Guerrero.

The Special Meeting continued to the Regular Meeting at 8:05 PM.

Yashin Abbas, City Clerk

Minutes approved as presented by a majority vote of the City Council on January 20, 2021.

Yashin Abbas, City Clerk

**REGULAR MEETING OF THE
CITY OF WEST SACRAMENTO CITY COUNCIL,
REDEVELOPMENT SUCCESSOR AGENCY, AND
WEST SACRAMENTO FINANCING AUTHORITY
December 9, 2020
Minutes**

Pursuant to the Governor's Executive Order N-29-20, members of the West Sacramento City Council and staff will participate in this meeting via a teleconference. To reduce the spread of COVID-19, members of the public are asked to watch the meeting via Wave Cable Channel 20 or Livestream (<https://www.cityofwestsacramento.org/government/meetings-agendas/city-council>) and to submit comments in writing by 4:30 pm on December 9, 2020.

To submit a comment in writing, please email clerk@cityofwestsacramento.org and write "Public Comment" in the subject line. In the body of the email, include the item number and/or title of the item as well as your comments. All comments received by 4:30 PM will be provided to the City Council and posted on the website. The comments submitted shall become part of the record of the meeting.

The regular meeting was called to order at 8:37 PM. All members were present. Mayor Guerrero presided.

Entry No. 1

Heard General Administration Functions as follows:

Received presentations by the public on matters not on the agenda.

Mayor Guerrero announced that the biennial recruitment period for the City's Boards and Commissions would be extended from 5:00 PM on December 11, 2020 to December 18, 2020.

Entry No. 2

Minute Order 20-95: Acted on the Consent Agenda as follows:

Found that the environmental impacts associated with the temporary water easement for the Linden Acres Water Main Replacement Project CIP 25001 are fully analyzed in the Mitigated Negative Declaration prepared for the Linden Acres Water Main Replacement Project CIP 25001 and approved by City Council on August 22, 2018, and that the need for subsequent environmental review pursuant to Public Resources Code Section 21166 and State CEQA Guidelines Sections 15162 and 15164 is not triggered. approved the Temporary Water Easement for the Linden Acres Water Main Replacement Project CIP 25001; and authorized the City Manager or his designee to execute and record the Temporary Water Easement.

Found that the new raw water intake actuators and valves to be purchased is exempt from CEQA pursuant to CEQA Guidelines Section 15301 and direct staff to file a Notice of Exemption (NOE) with the County Clerk; approved Contract Amendment No. 3 with Conhagen Rotating Equipment Specialists to include the rebuild and repair of actuators, and purchase and install new valves for \$67,870, which includes a 10% contingency; and authorized the City Manager, or his designee, to execute the contract amendment.

Awarded the professional services contract to Websoft Developers, Inc. to provide professional services to implement a CMMS for use by the Public Works Operations and Maintenance Department in the amount of \$236,980; purchased a year one license of Mobile MMS from Websoft Developers, Inc. for access and use of their CMMS software in the amount of \$41,400; and delegated authority to the City Manager to sign the contract; and issue contract amendments up to 10% of the contract work amount (\$27,838) and to issue monthly progress payments.

Found that the project is exempt from California Environmental Quality Act (CEQA) analysis under the Class 1 (Existing Facilities) and Class 32 (In-Fill Development Projects) Categorical Exemptions, under California Code of Regulations, Title 14, Division 6, Chapter 3, Sections 15305 and 15332, and is also statutorily exempt under Public Resources Code Section 21080.17 and find that the Exemptions reflect

the independent judgment of the City as lead agency under CEQA; waived second reading and read by title and number only, Ordinance 20-12 approving the Development Agreement with G & A Holdings, LLC for a wholesale cannabis logistics/distribution/transportation facility at 1645 Parkway Boulevard, Suite A; and waived second reading and read by title and number only, Ordinance 20-13 approving the Development Agreement with G & A Holdings, LLC at 1645 Parkway Boulevard, Suite A for cannabis manufacturing.

Found that the previously certified Environmental Impact Report for the Raley's Landing Project, together with the proposed Addendum, may be used to fulfill the environmental review requirements for the proposed project and that the project does not trigger subsequent environmental review pursuant to Public Resources Code Section 21166 and California Environmental Quality Act (CEQA) Guidelines Sections 15162 and 15164; and waived second reading and read by title and number only, Ordinance 20-15 approving the Amendments to the River 1 Development Agreement.

Found that the agreement with the City of Sacramento is exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to the Class 1 Categorical Exemption under California Code of Regulations, Title 14, Division 6, Chapter 3 ("CEQA Guidelines"), Sections 15301, and find that the determination reflects the independent judgement of the City; approved the Agreement with the City of Sacramento to service City parking meters; and delegated authority to the City Manager or designee to execute the Agreement with any minor modifications as approved by the City Attorney, approve task orders and take any and all actions reasonably necessary to implement the Agreement including the approval of minor amendments that, in the opinion of the City Manager and the City Attorney, will not materially alter the purpose of the Agreement.

Authorized the City Manager to execute the Second Amendment to Option to Purchase Real Property Agreement with JHC Acquisitions LLC (Jamboree) in substantially the form shown in Attachment 1; and authorized the City Manager to take any and all actions necessary to effectuate the transactions described in this staff report, including but not limited to modifying or amending the Second Amendment to Option Agreement, subject to the approval of the City Attorney.

Adopted Resolution 20-94 establishing an Appropriations Limit for Fiscal Year 2020/21.

Item 10, Consideration of approval of a development reimbursement agreement with West Sac Rivers, LLC for the Rivers Phase II 1.9mgd Water Storage Facility and Pumping Station, was pulled for separate consideration.

Accepted to file the Annual Report on Development Impact Fees for Fiscal Year 2019/2020.

Accepted to file the Community Facilities District Annual Report on Special Taxes and Bond Proceeds for FY 2019/20.

Authorized the City Manager to execute a contract with Client First in an amount up to \$66,000 for IT Assessment services.

Authorized the City Manager to approve the sole source purchase of bulk postage and mailing supplies from the current vendor, KP, LLC up to the amount of the Council approved budget.

Adopted Resolution 20-109 acknowledging the Fire Department's efforts to comply with Sections 13146.2 and 13146.3 of the California Health and Safety Code.

Approved the new job classification description for Housing Manager; approved the new job classification description for Flood General Manager; approved the new job classification description for Deputy City Manager/Chief Innovation Officer; approved the new job classification description for Port General Manager; approved the modified job classification description for Public Information Officer; approved the modified job classification description for Police Services Coordinator; approved the amended and updated publicly available pay schedule (Classification Plan) for Fiscal Year 2020/21 for extra help

positions; approved the amended and updated Authorized Position List (APL) for Fiscal Year 2020/21; and adopted Resolution 20-110 approving appropriation amendments for the change in compensation for the upgrade of the Community Relations Graphics Technician position to Program Associate.

Adopted Resolution 20-102 setting the time and date for City Council meetings for the period commencing February 1, 2021 through January 31, 2022.

Approved the minutes of the November 4, 2020 and November 18, 2020 regular City Council meetings.

MOTION: Ledesma. SECOND: Orozco.

ROLL CALL VOTE

AYES: Alcalá, Ledesma, Orozco, Guerrero.

Entry No. 3

Councilmember Alcalá recused herself from this item.

Minute Order 20-96: Authorized the City Manager to approve a Development Reimbursement Agreement ("the Agreement") with West Sac Rivers, LLC for the construction of the 1.9-million-gallon water storage facility and pumping station.

MOTION: Orozco. SECOND: Ledesma.

ROLL CALL VOTE

AYES: Ledesma, Orozco, Guerrero. ABSTAIN: Alcalá.

Entry No. 4

Minute Order 20-97: Opened the public hearing to consider the first reading of Ordinance 21-1 regarding proposed Development Agreement with the Kind Project Investors, LP. Hearing from no one, closed the public hearing and found that the project is exempt from California Environmental Quality Act (CEQA) analysis under the Class 32 (Infill Development Projects) Categorical Exemption, under California Code of Regulations, Title 14, Division 6, Chapter 3, Section 15332 and finds that the Exemption reflects the independent judgment of the City as lead agency under CEQA and direct staff to file a Notice of Exemption; waived first reading and read by title and number only, Ordinance 21-1 approving the Development Agreement with the Kind Project Investors, LP at 600 4th St./429 F Street; authorized the City Manager to execute an Affordable Housing Regulatory Agreement consistent with affordable housing provisions in the Development Agreement; and informed the audience that the second reading and adoption of Ordinance 21-1 is tentatively scheduled for January 20, 2021.

MOTION: Ledesma. SECOND: Orozco.

ROLL CALL VOTE

AYES: Alcalá, Ledesma, Orozco, Guerrero.

Entry No. 5

Minute Order: 20-98: Received staff's presentation on the proposed amendments to the Urban Infill Area Incentive in the HTFP; and voted to adopt the proposed amendments to the Urban Infill Area Incentive in the HTFP, and directed staff to report back on the results of the proposed amendments in 18 months.

MOTION: Alcalá. SECOND: Orozco.

ROLL CALL VOTE

AYES: Alcalá, Ledesma, Orozco, Guerrero.

Entry No. 6

Minute Order: 20-99: Discussed the options to fill a vacancy on the city council. Established a subcommittee to discuss and determine a process to fill the vacancy and who will present the results at a Special Meeting on the first week January 2021 for further discussion and which could either be that the sub-committee recommends an application process and work with the City Manager on a timeline, or that the sub-committee is unable to make a recommendation on an application process and will hold a Special Election.

MOTION: Alcalá. SECOND: Ledesma.

ROLL CALL VOTE

AYES: Alcalá, Ledesma, Orozco, Guerrero.

Entry No. 7

Heard General Administration Function, Part II.

There were no calendar announcements.

City Manager Laurel reported that the City is closely monitoring the status that Yolo County/Sacramento Region is in with regards to the State Order for COVID-19 and will update Council.

There were no reports from the City Attorney.

There were no Future Agenda Item Requests by Council.

The regular meeting was recessed to Closed Session at 10:58 PM. There were no members of the public present. All members were present. The regular meeting reconvened at 12:15 AM

Public Report of Closed Session

Conference with Legal Counsel – Significant Exposure to Litigation – GC §54956.9(b):1
No action taken.

Conference with Legal Counsel – Anticipated Litigation – GC §54956.9(c):1
No action taken.

Conference with Legal Counsel – Existing Litigation – GC §54956.9
City of West Sacramento et al vs. R&L Business Management et al, Case 2:18-cv-00900-WBS-
EFB
No action taken.

Conference with Labor Negotiator - GC §54957.6
Agency Negotiator: Laura Izon
Employee Organization: Police Officer's Association POA; Police Managers' Association (PMA)
No action taken.

The meeting adjourned at 12:18 AM.

Yashin Abbas, City Clerk

Minutes approved as presented by a majority
vote of the City Council on January 20, 2021.

Yashin Abbas, City Clerk

**SPECIAL MEETING OF THE
CITY OF WEST SACRAMENTO CITY COUNCIL,
REDEVELOPMENT SUCCESSOR AGENCY, AND
WEST SACRAMENTO FINANCING AUTHORITY
January 7, 2021
Minutes**

Pursuant to the Governor's Executive Order N-29-20, members of the West Sacramento City Council and staff will participate in this meeting via a teleconference. To reduce the spread of COVID-19, members of the public are asked to watch the meeting via Wave Cable Channel 20 or Livestream (<https://www.cityofwestsacramento.org/government/meetings-agendas/city-council>) and to submit comments in writing by 4:00 pm on January 7, 2021.

To submit a comment in writing, please email clerk@cityofwestsacramento.org and write "Public Comment" in the subject line. In the body of the email, include the item number and/or title of the item as well as your comments. All comments received by 4:00 PM will be provided to the City Council and posted on the website. The comments submitted shall become part of the record of the meeting.

The special meeting was called to order at 6:00 PM. All members were present. Mayor Guerrero presided.

Entry No. 1

Heard General Administration Functions as follows:

There were no presentations by the public on matters not on the agenda.

Councilmember Ledesma reported on the December 17, 2020 meeting of Sacramento Area Council of Governments.

Mayor Guerrero announced that the appointments to the City's Boards and Commissions will be on January 20, 2021.

Entry No. 2

Minute Order 21-1: Discussed and reviewed the options to fill a vacancy on the City Council:

Option 1—Conduct an application/appointment process with the subcommittee identifying finalists.

Option 2—Conduct an application/appointment process with the subcommittee recommending an appointee.

Option 3—Hold a special election by all-mail ballot on August 31, 2021.

Option 4—Hold a special election by regular balloting on November 2, 2021.

Councilmember Orozco added Option 5 – Appoint the candidate with the third highest votes during the November 3, 2020 election, Dr. Early-West.

Option 5:

MOTION: Orozco. SECOND: Ledesma.

ROLL CALL VOTE

AYES: Ledesma, Orozco.

NOES: Alcalá, Guerrero.

Motion failed due to lack of majority vote.

Option 1:

MOTION: Alcalá. SECOND: Guerrero.

ROLL CALL VOTE

AYES: Alcalá, Guerrero.

NOES: Ledesma, Orozco

Motion failed due to lack of majority vote.

Option 2:
MOTION: Alcalá. SECOND: Guerrero.

ROLL CALL VOTE

AYES: Alcalá, Guerrero.

NOES: Ledesma, Orozco

Motion failed due to lack of majority vote.

Mayor Guerrero requested staff to prepare a resolution to call for a special election at the next Council meeting.

Entry No. 3

Heard General Administration Function, Part II.

There were no calendar announcements.

There were no reports from the City Manager.

There were no reports from the City Attorney.

There were no Future Agenda Item Requests by Council.

The meeting adjourned at 7:25 PM.

Yashin Abbas, City Clerk

Minutes approved as presented by a majority
vote of the City Council on January 20, 2021.

Yashin Abbas, City Clerk

MEETING DATE: January 20, 2021

ITEM #23

SUBJECT:

CONSIDERATION OF RESOLUTION 21-12 OF THE CITY COUNCIL OF THE CITY OF WEST SACRAMENTO CALLING A SPECIAL ALL-MAIL BALLOT ELECTION ON AUGUST 31, 2021 AND REQUESTING YOLO COUNTY ELECTIONS TO PROVIDE ELECTION SERVICES OR, IN THE ALTERNATIVE, CONSIDERATION OF FILLING COUNCIL VACANCY BY APPOINTMENT

INITIATED OR REQUESTED BY: Council Staff Other**REPORT COORDINATED OR PREPARED BY:**

Amanda Berlin, Assistant City Manager
 Aaron Laurel, City Manager
City Manager's Office

ATTACHMENT Yes No Information Direction Action

OBJECTIVE

The purpose of this report is to call an all-mail ballot election for the purpose of electing a council member to fill an immediate vacancy on the City Council or, alternatively, for the Council to consider and take action to fill the vacancy by appointment, following up on the Council's discussion from the December 9, 2020 and January 7, 2021 meetings.

RECOMMENDED ACTION

Staff respectfully recommends that the City Council adopt Resolution 21-12 calling a special all-mail ballot election on August 31, 2021 and requesting Yolo County Elections to provide election services. Staff is also prepared to implement alternative Council action related to filling the vacancy by appointment.

BACKGROUND

At its meeting on December 9, 2020, the City Council discussed options for filling the vacant Council seat that was created by former Councilmember Guerrero's election to Mayor at the November 3, 2020 general election. The City Council also designated Mayor Guerrero and Councilmember Ledesma as an ad hoc subcommittee to review the options available to the Council and to report back at a special meeting on January 7, 2021. On January 7, the Council considered several options for filling the vacant seat, including:

1. Conducting an application/appointment process with the subcommittee identifying finalists for consideration by the Council.
2. Conducting an application/appointment process with the subcommittee recommending an appointee for consideration by the Council.
3. Calling for a special election to be held by all-mail balloting on August 31, 2021, either in-lieu of or after unsuccessfully conducting an application/appointment process.
4. Calling for a special election by regular balloting to be held on November 2, 2021, either in-lieu of or after unsuccessfully conducting an application/appointment process.
5. Making a direct appointment.
6. Staff also noted that the Council could conduct other variations of an application/appointment process not listed above.

Motions were made on numbers 1, 2, and 5 (Councilmember Orozco proposed to appoint Dr. Dawnté Early, the Council candidate from the November 2020 election with the third highest vote count). None of the motions were successful due to a lack of majority vote. At the conclusion of the item, direction was given to staff to prepare a resolution to call for a special election by all-mail balloting on August 31, 2021, and to return to the Council at either this meeting or on February 3 for consideration of the resolution.

The following additional background information was included in the staff report from the January 7 meeting and is summarized again in this report for review.

The term for Mayor Guerrero's former Council seat expires in November 2022. West Sacramento is a general law city under State law, so the requirements for filling a vacant Council seat are dictated by Government Code Section 36512(b). This section provides that the Council has 60 days from the commencement of the vacancy

to either appoint a replacement for the remainder of the term or call a special election for voters to select the replacement to serve the remaining term. The vacancy was created on December 9, 2020 when Mayor Guerrero was sworn in; therefore, the Council has until February 7, 2021 to act on filling the vacancy.

Neither State law nor the City's Municipal Code stipulate a specific process to select a replacement by appointment, so the City Council has wide discretion over the selection process. In 2004 and 2014, the City Council selected a replacement to fill a Council vacancy after conducting an application process, with a subcommittee of Councilmembers designated to screen applications and identify finalists for consideration by the Council.

If a special election is used to determine the replacement for the vacant seat, Government Code Section 36512(b)(1) requires the election to be held on the next regular election date (established by Elections Code Section 1000) that is at least 114 days from the call of the special election. In this case, the next eligible regular election date would be November 2, 2021. Also, for cities of less than 100,000 in population, the State Elections Code provides that a Council vacancy may be filled by an all-mail ballot election on certain dates. The next eligible election date for this option is August 31, 2021.

Following the January 7 meeting, staff received an estimate of \$157,000 from the Yolo County Elections Division for the cost of conducting an all-mail ballot election on August 31, 2021. This estimate is within the range for election services quoted by staff in the last report, but higher than the anticipated cost of an all-mail ballot election (the range provided was between \$50,000-\$250,000). Staff does not have an estimate for the cost of a regular election in November, but it is expected to be significantly higher than the cost for an all-mail ballot election. The cost of a special election would need to be fully covered by the City.

ANALYSIS

Resolution 21-12 (Attachment 1) calls the election, specifies the office to be filled, requests an all-mail ballot special election on August 31, 2021, and outlines election services to be provided by the County Elections Division to the City. Those services include publication of required legal notices, mail ballot printing and mailing, mail ballot distribution and receipt, and services for collecting and counting ballots in compliance with Elections Code Section 3017. The resolution also states that each candidate is to pay \$400 for the publication of the optional Candidate's Statement, which has a 400-word count limit. If the candidate chooses also to have the statement printed in Russian and/or Spanish, the candidate will be charged in full in accordance with fees established by the County Elections Division. The City Clerk is the filing officer for City Council nomination papers and Fair Political Practices Commission filings. The City Clerk will also coordinate and oversee daily election activities within the City.

As an alternative to adopting Resolution 21-12 at this time, the Council may consider and take action to fill the vacancy on the City Council by appointment. As stated earlier and as discussed on January 7, there are multiple options for making an appointment including calling for applications or making a direct appointment. While an application and appointment process is still technically possible, it is impractical at this point because there would be very little time (18 calendar days) to conduct a process before the February 7 deadline to either make an appointment or call a special election. Also, if an application process does not result in an appointment, the Council would still need to act before February 7 to adopt a resolution to call a special election.

Environmental Considerations

N/A

Commission Recommendation

N/A

Strategic Plan Integration

N/A

Alternatives

Staff's recommendation to adopt Resolution 21-12 calling for an all-mail ballot special election on August 31, 2021 is based on Council direction from the January 7 meeting. The primary alternative to the recommended action is to fill the vacancy by appointment, either through a truncated application and appointment process or by direct appointment. In any case, either an appointment must be made, or a special election must be called by February 7, 2021.

Coordination and Review

This report was coordinated by the City Manager, Assistant City Manager, and City Attorney.

Budget/Cost Impact

The cost of making an appointment would be limited to staff's administrative time. According to the County Elections Division, the estimated cost of conducting a special election by all-mail balloting is \$157,000, which would need to be fully covered by the City.

ATTACHMENT

1. Resolution 21-12

RESOLUTION 21-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST SACRAMENTO CALLING A SPECIAL ALL-MAIL BALLOT ELECTION ON AUGUST 31, 2021 AND REQUESTING YOLO COUNTY ELECTIONS TO PROVIDE ELECTION SERVICES

WHEREAS, former City of West Sacramento City Councilmember Martha Guerrero was elected Mayor in the November 2020 General Election and sworn in as Mayor on December 9, 2020; and

WHEREAS, there is now a vacancy on the City Council for a councilmember seat which expires in November 2022; and

WHEREAS, Government Code section 36512(b) provides that a city may fill such a vacancy by appointment or special election, subject to certain procedural requirements; and

WHEREAS, the City Council wishes to call a special election to select a councilmember to serve the remaining term; and

WHEREAS, Elections Code section 4004 permits an election in a small city to be conducted wholly as an all-mail ballot election, subject to the following conditions: (1) The legislative body of the small city, by resolution, authorizes the use of mailed ballots for the election; (2) The election is a special election to fill a vacancy in the City Council; (3) The election is not held on the same date as a statewide primary or general election; (4) The election is not consolidated with any other election; and (5) The return of voted mail ballots is subject to Elections Code Section 3017; and

WHEREAS, a “small city” means a city with a population of 100,000 or less, as determined by the annual city total population rankings by the Demographic Research Unit of the Department of Finance; and

WHEREAS, as determined by the annual city total population rankings by the Demographic Research Unit of the California Department of Finance, West Sacramento's current population is less than 100,000; and

WHEREAS, Elections Code sections 1000, 1003, and 1500 provide the next available regularly established election date for an all-mail ballot election is August 31, 2021; and

WHEREAS, pursuant to the requirements of the laws of the State relating to general law cities, the City Council hereby calls a special municipal election to be held exclusively by all-mail ballot on August 31, 2021 (the “Special Election”), for the purpose of electing one councilmember for a term that expires in November of 2022; and

WHEREAS, the Elections Division of the County Assessor/Clerk-Recorder/Elections Department for Yolo County (the “Elections Division”) has traditionally provided the City of West Sacramento with services necessary to conduct a municipal election and has the necessary expertise to provide these services; and

WHEREAS, the Yolo County Board of Supervisors is hereby requested to permit the Elections Division to render services necessary to execute this Special Election, the cost for which will be reimbursed by the City.

NOW, THEREFORE, BE IT RESOLVED that the City Council for the City of West Sacramento does hereby resolve, declare, determine, and order as follows:

Section 1. Pursuant to the requirements of the law, there is called and ordered to be held in the City of West Sacramento on Tuesday, August 31, 2021, a special municipal election to be held exclusively by all-mail ballot for the purpose of electing one councilmember for a short term that expires in November of 2022. By this Resolution, the City Council expressly authorizes the exclusive use of mailed ballots for the election.

Section 2. The Yolo County Board of Supervisors is hereby requested to:

1. Authorize the Elections Division to provide all necessary election services including:
 - a. Providing election supplies necessary for an all-mail ballot election.
 - b. Publish all legal notices pertaining to the election and provide a copy of affidavit of publication to City.
 - c. Issue nomination papers and verify nomination signatures.
 - d. Verify all ballot envelope signatures.
 - e. Provide one set of voter lists at the close of registration.
 - f. Provide proof samples of all City ballot materials in a timely manner to allow for any changes prior to the final printing deadline.
 - g. Print and mail county voter information guides.
 - h. Print, process, and mail official ballots.
 - i. Provide services for collecting and counting ballots in compliance with Elections Code section 3017.
 - j. Provide Statement of Vote pursuant to state law.
 - k. Provide any other services reasonably required to conduct this special municipal election by all-mail ballot.

Section 3. The City Council hereby authorizes reimbursement to Yolo County for services rendered related to this Special Election.

Section 4. Each candidate is to pay \$400 for the publication of the optional Candidate's Statement, pursuant to Election Code section 13306 and the Book of Fees. If the candidate elects to have Spanish and/or Russian translation of his/her candidate statement, the candidate will be charged in full in accordance with fees established by Yolo County Elections. The limitation of the number of words that a candidate may use in his or her Candidate Statement is 400 words.

PASSED AND ADOPTED this 20th day of January 2021 by the following vote:

AYES:
NOES:
ABSENT:

Martha Guerrero, Mayor

ATTEST:

Yashin Abbas, City Clerk

MEETING DATE: January 20, 2021

ITEM # 24

SUBJECT:

**PRESENTATION AND DISCUSSION OF THE STATUS OF THE
DRAFT STORM DRAINAGE AND STORM WATER MASTER PLAN**

INITIATED OR REQUESTED BY:

Board Staff

 Other

REPORT COORDINATED OR PREPARED BY:

Candido Ramirez, Senior Civil Engineer
Community Development Department

ATTACHMENT Yes No Information Direction Action

OBJECTIVE

The objective of this report is to present an update, facilitate discussion, and receive input from the City Council regarding the Citywide Draft Storm Drainage and Stormwater Master Plan (SDSWMP).

RECOMMENDED ACTION

Staff respectfully recommends that the Council receive the presentation and provide comments and/or direction to staff regarding the Draft Storm Drainage/Stormwater Master Plan. Comments from this presentation will be considered prior to finalizing the SDSWMP.

BACKGROUND

At any given time, the City is susceptible to flooding from breaks, breaches, or other problems related to the perimeter levee system, as well as capacity issues, blockages, and other concerns related to the internal drainage system. Major levee system renovations along the Sacramento River are complete. Those improvements will 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 Wood Rodgers (Consultant) 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 South Basin (Southport) area to help guide development according to the City's General Plan and the Southport Framework Plan. This Southport Drainage Master Plan (SDMP) was updated incrementally with technical memos and model updates through the years, and comprehensively updated in 2001. The North Basin (the area north of the Deep Water Ship Channel) 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, staff will solicit proposals for that work soon after the current phase of this study. The Financing Study will include recommendations for updating 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.

Specific figures and tables from the SDSWMP are referenced in this report. The SDSWMP is included as Attachment 1

ANALYSIS**Overview of the Draft 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, the project team gathered

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 and South Basins.

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 an Improvement Program of existing facilities that need to be upgraded, modified, or renovated to address various deficiencies, including lack of runoff storage, undersized facilities, or poor facility condition.

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

January 2021	Present Draft Master Plan to Council
February 2021	Finalize Master Plan
March 2021	Final workshops at Commissions and Council (optional)
April 2021	Final Master Plan

Imperviousness Assumptions for Various Land Uses

The draft Stormwater/Storm Drainage Master Plan includes two separate models for the North Basin and South Basin since they 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 or South Basin) is broken into smaller sub-catchment areas and further broken down into pervious and impervious areas in order to predict runoff loads.

Rainfall Assumptions

Rainfall depth, duration, and frequency predictions also heavily influence the runoff generated through the models. The model for this Master Plan Update utilized XPSWMM software, which includes Sacramento County hydrology (rainfall) standards and rainfall data from the Yolo County City/County Drainage Manual published in 2009.

Proposed Drainage Solutions

Several solutions are proposed to mitigate the drainage system capacity issues, including but not limited to additional detention basins, channel widening, pipe upsizing and pump station upgrades. Implementation of each of these solutions include characteristics that may make them suitable, even desirable for certain situations but not others.

Detention Basins and Underground storage Vaults

Detention basins provide storage area for runoff such that the downstream channel or pipe is not overloaded by large storm flows which would otherwise cause flooding. Once the storm is over, detention basin flows are safely discharged into the drainage system. Basins are generally passive facilities that cover a large area. The base of the facility is depressed at a lower elevation than the surrounding area in order to provide the necessary storage area. The sides are constructed at a gentle slope for safety and maintenance accessibility and to help retain multi-use functionality. These can be "wet" basins with perennial water, or "dry" basins used only during large flows then pumped or drained by gravity after flows recede. Maintenance is regular but typically limited to mowing and intermittent cleaning after storms. Associated pump stations may or may not be necessary depending on elevations and other factors.

Unlike the South Basin where detention basin layout has been planned for many years, open space in the mostly built-out North Basin is fairly limited to City/School District parks or privately-owned parcels, and

acquisition costs could be a significant factor. Based on recent land acquisitions by the West Sacramento Area Flood Control Agency (WSAFCA) and the City, staff estimates a ballpark cost of \$250,000 per acre for land acquisition for vacant land; parcels which have been improved in some manner would be worth more. Costs presented below exclude right-of-way acquisition.

In the North Basin, the team identified multiple parcels that would be suitable for detention basins; however, not all identified parcels are currently vacant. The potential basin areas currently shown (Figures 9-2, 9-3, 9-5, and 9-6) are suggested as optimum locations based primarily on their size, adjacency to the main channel within a specific watershed and ability to mitigate problem areas but are not specific to any particular parcels. The detention basin areas are shown to illustrate one possible solution combined with other pipe and pump station improvements. However, there are other combinations of solutions and these initial suggestions are not meant to lock the City or its drainage partners into one solution or location.

There are a few parcels that are very good candidates for additional detention basins due to their size and location adjacent to a main channel; these parcels are not recommended for additional storage at this time due to potential development proposals on those parcels. Those parcels should be re-evaluated if the development becomes infeasible.

The passive nature of detention basins makes them easy to maintain in the long-term. If parkland is to be used, a dry basin could be installed to ensure maximum usability of the site during times when it is not needed for flood control. Underground storage tanks and facilities can be built into a site (under parking lots, play fields, etc.) in place of detention basins, but with significantly higher construction cost. As a recent example of the cost of an underground storage solution, the City of Sacramento's McKinley Park Water Vault two-year construction project is valued at approximately \$25 million dollars including about \$1 million dollars for park enhancements from new restrooms to a jogging path, shade structures, new trees and landscaping. The vault itself will be 240 feet long, 300 feet wide and 20 feet deep, holding approximately 33 acre-feet (6 million gallons) of water. By comparison, the amount of storage required for a detention basin in the Westmore Oaks neighborhood as noted in Figure 9-4 is approximately two and a half times the storage volume of the McKinley Water Vault. However, if at-grade usability becomes an over-arching consideration, underground storage vaults are a good, albeit expensive, solution.

Pipe Upsizing and Channel Widening

In some areas, the existing pipe(s) or channel in addition to the storage afforded by the roadway is not large enough to convey the required flows, which can cause potential flooding as the water backs up. Improvements to these facilities provide capacity to the system through a larger pipe size or widened channel. Upsizing may require the replacement of a pipe with an increased diameter, or, if cover is limited, the addition of a second pipe. In most cases, the existing roadway or channel area has the space necessary to widen the channel or install a larger or second pipe to improve capacity, although existing utilities may require some reconfiguring, which could increase implementation costs. However, once the improvement is completed, no additional maintenance is required outside of what was provided for the previous facility (the smaller pipe or channel).

Pump Station Upgrades

Pump station upgrades are required when the pumping capacity of the station is not adequate for the required flows, or the station has deficiencies that need to be mitigated such as the addition of backup power facilities in case of power failure or shutoff. In several cases, the upgrade will also require the relocation or rebuilding of the entire pump station due to the substantial difference between the current and proposed pumping capacities.

Other Improvements

Other facility improvements are included in the Master Plan Update such as the installation of trash racks on specific culverts, recommendations on improvements for the future Trash Amendments to be required with the City's MS4 stormwater permit, and the installation of backup power at all pump stations.

All facilities—pipes, culverts, channels, basins, pump stations—work together to drain the watersheds and prevent flooding. Therefore, we look for the most suitable combination of improvements for each shed to obtain the desired result. For instance, increasing the size of a particular detention basin may decrease the required pipe upsizing downstream of the basin. However, timing is another factor; for example, increasing the size or capacity of an upstream facility may be useless at best, or destructive at worst if the downstream facilities are not equipped to handle the additional flows. In other words, a general rule is that a conveyance project that increases flow downstream should not be implemented without also mitigating for the increased flows.

downstream. Optimizing the improvements to be constructed will necessitate iterative evaluation of all costs and timing including land acquisition, if necessary, and construction and maintenance costs.

As a further complication, not all facilities are City-owned and maintained, but their inherent interconnectivity requires that all facilities work together for the common drainage and flood control of the City. Certain improvements noted within the Master Plan will be the responsibility of other agencies and the City will need to work closely with those agencies on the timing, planning and construction of the necessary modifications and upgrades.

Stormwater modeling was completed utilizing the 100-year 24-hour design storm. A storm of this frequency and duration represents the worst-case flooding scenarios with respect to the combination of peak flow and volume and is consistent with the requirements of the City Standards. Chapter 11 presents a proposed Improvement Program (IP). The IP was developed using criteria on Table 11.1 which was then used to develop composite scores on Table 11.2. Graphically, Figure 11-1 depicts areas which have a higher probability of flooding. For example, flood area "Hobson Ave at Bryte Ave" routes through node 81M619 has the highest composite score of 4.9. This is it the most critical area in the City and should be prioritized. The same IP project is shown on Table 11.3 (page 163). In order to properly mitigate flooding to this area, six (6) preceding projects would need to completed prior to or concurrently with Bryte Avenue Pipe Upsize. The total estimated cost of the seven (7) associated projects is \$7.9M.

Table 11.3 is extensive since it lists all potential projects in the north basin regardless of agency responsibility. It also includes individual and combined projects. The estimated costs for City projects is \$114.3 million, for RD900 projects the cost is \$49.9 million. One Caltrans project has an estimated cost of \$4.1 million. The aggregate sum of all projects is \$168.3 million. All projects are included in this report due to the intimate integration between the distinct agencies. Project implementation and funding will need to be coordinated as they evolve.

Chapter 10 documents condition assessment of a small sample of existing infrastructure predominately in the area. The limited exercise identified twelve (12) specific projects which require some form of maintenance. Projects listed on Table 11.4 have and estimated cost of \$2.7 million. This amount is expected to increase since: 1) assessment was limited, 2) small pipes <21" diameter were not evaluated.

Evaluation of the South Basin identified thirteen (13) projects which would be triggered by planned development. Projects listed on Table 11.5 have and estimated cost of \$24.1 million. Southport drainage impact fees updates should factor in these supplemental costs.

The overall estimated costs for improvements identified in this report is \$195.1 million. This estimate excludes ongoing maintenance & operations costs.

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, in part because the specific improvements needed have not been previously quantified, at present the City has very little funding dedicated to storm drainage/stormwater facility capital improvement work, or operations and maintenance.

In the South Basin, the previous Southport Drainage Master Plan (SDMP) identified regional (South Basin-wide) deficiencies such as additional box culverts at major canal crossings, as well as planned watershed-specific 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 the South Basin will be updated with a financing study separate from the current contract.

Since the North Basin had not been modeled prior to this report, there was never a program to repair or replace storm drainage system components in the North Basin. As a result, 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 within the Community Development Department. As noted above, the

improvements identified in this report, mostly located in the North Basin, will require a much larger investment from the City and its drainage partners.

In order to finance the improvements noted above, the City will likely need to bring together funds from a variety of sources potentially including tax increment to existing financing funds. Grants for purely drainage-related improvements are few and far between. However, grant funding for drainage projects is far more likely if the drainage project is paired with other types of improvements such as roadways or parks, for instance, playfield improvements within a proposed normally dry detention basin. Other financing mechanisms such as an additional tax assessment or the establishment of a Community Facilities District are possible but would require a property owner vote which may or may not be palatable. Staff welcomes the Council's input relative to preferred financing approaches for the listed improvements.

Environmental Considerations

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

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

The Council may decline to receive the presentation 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 Capital Projects and Transportation, Public Works, Parks and Recreation, and Administrative Services Departments as well as outside agencies as necessary, most notably Reclamation District 900.

Budget/Cost Impact

This report does not request any budgetary appropriations. Prior to implementation, funding for projects contemplated in the proposed SDSWMP will be presented for consideration by the City Council.

ATTACHMENT(S)

1. Draft Storm Drainage/Stormwater Master Plan, October 13, 2020

Attachment 1

Storm Drainage/Stormwater Master Plan Update

October 13, 2020

DRAFT

Prepared for



Prepared by



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APPENDICES

Appendix 5

Appendix 6A

Appendix 6B

Appendix 10A

Appendix 10B

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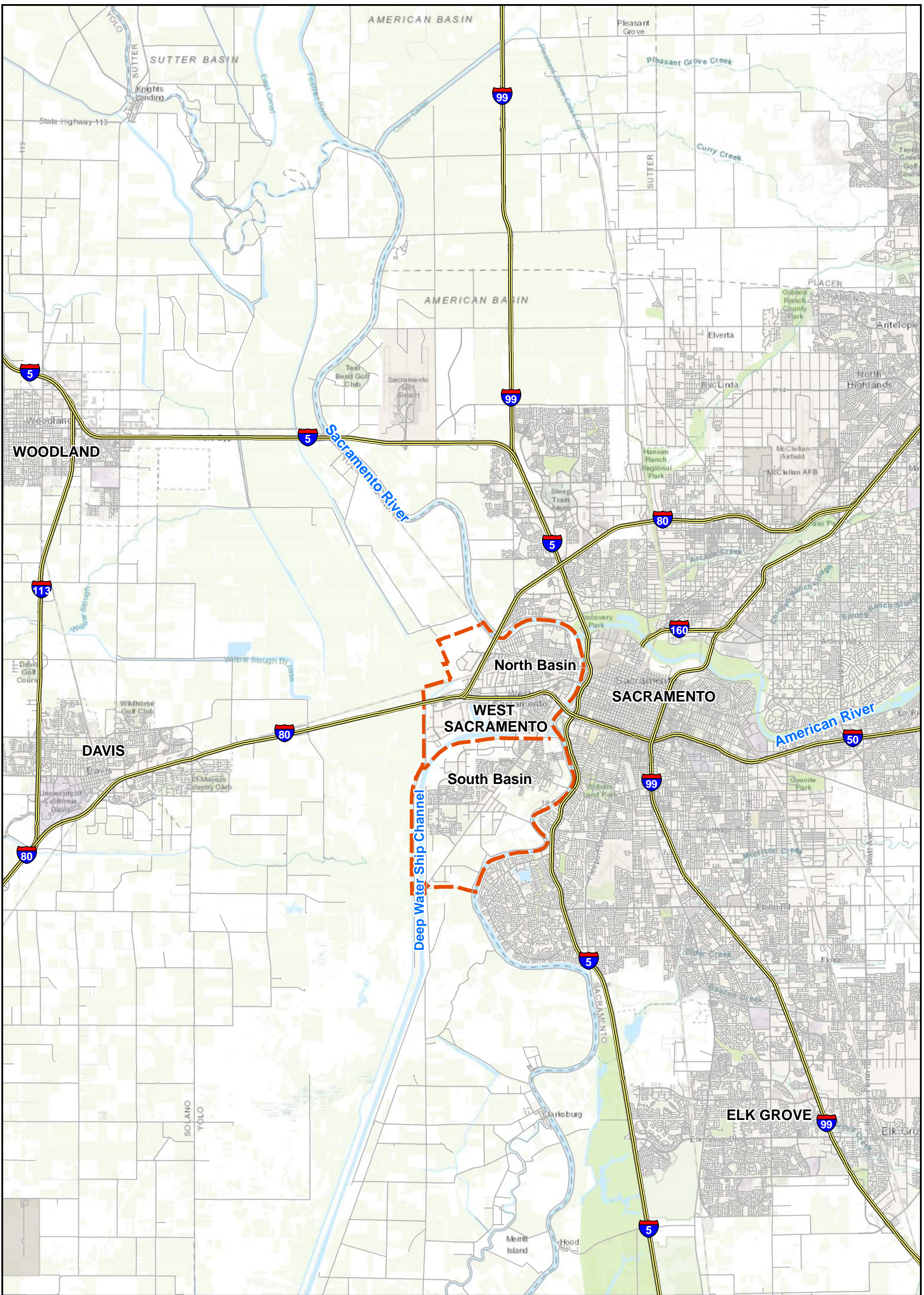
CHAPTER 1 INTRODUCTION




In January of 2017, the City of West Sacramento (City) contracted with Wood Rodgers, Inc. (Wood Rodgers) to prepare a Storm Drainage/Storm Water Master Plan Update (SD/SW MP Update) for the city of West Sacramento. The purpose of the SD/SW MP Update is to document existing drainage conditions and drainage system components (including functional deficiencies), identify necessary storm drainage facility upgrades, and ensure compliance with the City's MS4 Stormwater Permit.

The City of West Sacramento is located just west of the city of Sacramento within Yolo County, California. The City is surrounded by levees that protect its interior from external waterways including the Sacramento River (located north and east of the City), the Sacramento Deep Water Ship Channel (DWSC) and Yolo Bypass (located west of the City), and Babel Slough and other existing irrigation and drainage channels located South of the City (which are separated from the City by the South Cross Levee). Within the City, two distinct hydraulic basins are present, identified as the North and South Basins, which are separated by the Sacramento Deep Water Ship Channel (DWSC) and W.G. Stone Lock (Lock). Along with the Port of West Sacramento, the DWSC and Lock were constructed in the early-1960's by the US Army Corps of Engineers to provide for a dedicated shipping channel between the Sacramento-San Joaquin Delta and the Sacramento metropolitan area. The North Basin of the City has a longer history of development and urbanization while the South Basin can be characterized as rural with areas of more recent and master-planned residential and commercial developments.

A map of the City of West Sacramento and its primary existing storm drainage system components is presented on **Figure 1-1**.

For this large study, Wood Rodgers assembled a team that included West Yost Associates, Frisch Electrical, and Ascent Environmental. Wood Rodgers provided the overall project management and led the detailed evaluations for the South Basin, and the evaluation of Water Quality requirements. West Yost led the detailed evaluations of the North Basin and also led the condition assessment activities. Frisch Electrical provided evaluations and recommendations for pump stations and Ascent Environmental provided CEQA evaluation.



-  City of West Sacramento Limit
-  Highway
-  Major Road

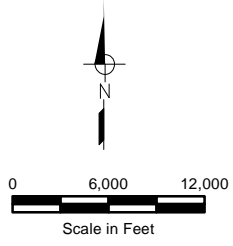


Figure 1-1
City of West Sacramento
SD/SW Master Plan Update
Location Map

CHAPTER 2 BACKGROUND

As noted above, the North and South Basins have a different history of development and corresponding storm drain infrastructure planning and construction. A single area-wide storm drainage master plan for the North Basin has not previously been prepared. While the City has as-built information for the majority of drainage infrastructure constructed in the north, it did not follow a basin-wide storm drain planning process.

In the South Basin, a number of studies have been prepared to identify existing and future storm drainage facility needs. These documents were completed as part of the City’s 1990 General Plan.

The following studies were prepared for drainage analyses in the South Basin:

- City of West Sacramento, South Basin Drainage Master Plan, February 1995 (**Reference 1**).
- City of West Sacramento, South Basin drainage Master Plan, May 2001 (**Reference 2**).
- City of West Sacramento, Subbasin MC10 Drainage Master Plan, February 2000 (**Reference 3**).
- City of West Sacramento, Subbasins MC80 and MC81 South Basin Drainage Master Plan, February 2003 (**Reference 4**).

A number of ancillary standards, cost allocation reports, and other documents were also prepared as part of the previous master drainage studies for the South Basin. Development in each of the basins has now been constructed, or is in the process of being constructed following several years of idle construction during the economic downturn of 2009 through 2013.

In November of 2016, after a comprehensive update process that originally began in 2007, the City Council approved a general plan update identified as “General Plan 2035” to guide future development within the City. Drainage analyses for future conditions performed in this SD/SW MP Update target the proposed development outlined in General Plan 2035. There have been some modifications to the General Plan assumptions in the southernmost part of the plan area, relating to the Liberty, Yarbrough and Riverpark development areas, that will also be accommodated as part of this analysis.



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CHAPTER 3 TOPOGRAPHIC AND SYSTEM SURVEYING AND MAPPING

A systematic program of surveying and mapping was performed in support of the SD/SW MP Update and to add data to the City’s Geospatial Utility Asset Infrastructure Database (a GIS-based database of all City utility assets). The surveying consisted of conventional and Global Positioning System (GPS)-based point surveys at identified storm drainage facilities throughout the City including drainage inlets, pipe outfalls, pipe inverts and diameters at manholes (pipes greater than 21-inches in diameter), pump stations (sump inlets, inverts, and pump on and off set points), drainage channels (regular cross sections) and storm drainage detention basins. Figure 2 shows the locations within the City where point surveys or cross sections were performed as part of the SD/SW MP Update. Field surveys performed in support of the SD/SW MP Update were performed with respect to the North American Vertical Datum of 1988 (NAVD 88) for vertical values and the North American Datum of 1983 (NAD 83) for horizontal values.

Topographic surface information was primarily sourced from the DWR CVFED program. The CVFED Light Detection and Ranging (LiDAR) dataset was collected during the spring of 2008. The original dataset is referenced to NAD 83 UTM Zone 10 N coordinates, in units of feet. Vertical elevations are referenced to NAVD 88, in units of Feet. In this project, the original CVFED LiDAR dataset was re-projected to NAD 83 California Stage Plane II coordinates in units of feet. Vertical datum conversion was also applied to convert the NAVD 88 vertical datum to NGVD 29 vertical datum ($NAVD88 - CF = NGVD29$) using the referenced local conversion factor (CF) of 2.685 feet for the North Basin and 2.536 feet for the South Basin obtained from the VERTCON tool developed by NOAA, available from this link:

<https://www.ngs.noaa.gov/TOOLS/Vertcon/vertcon.html>

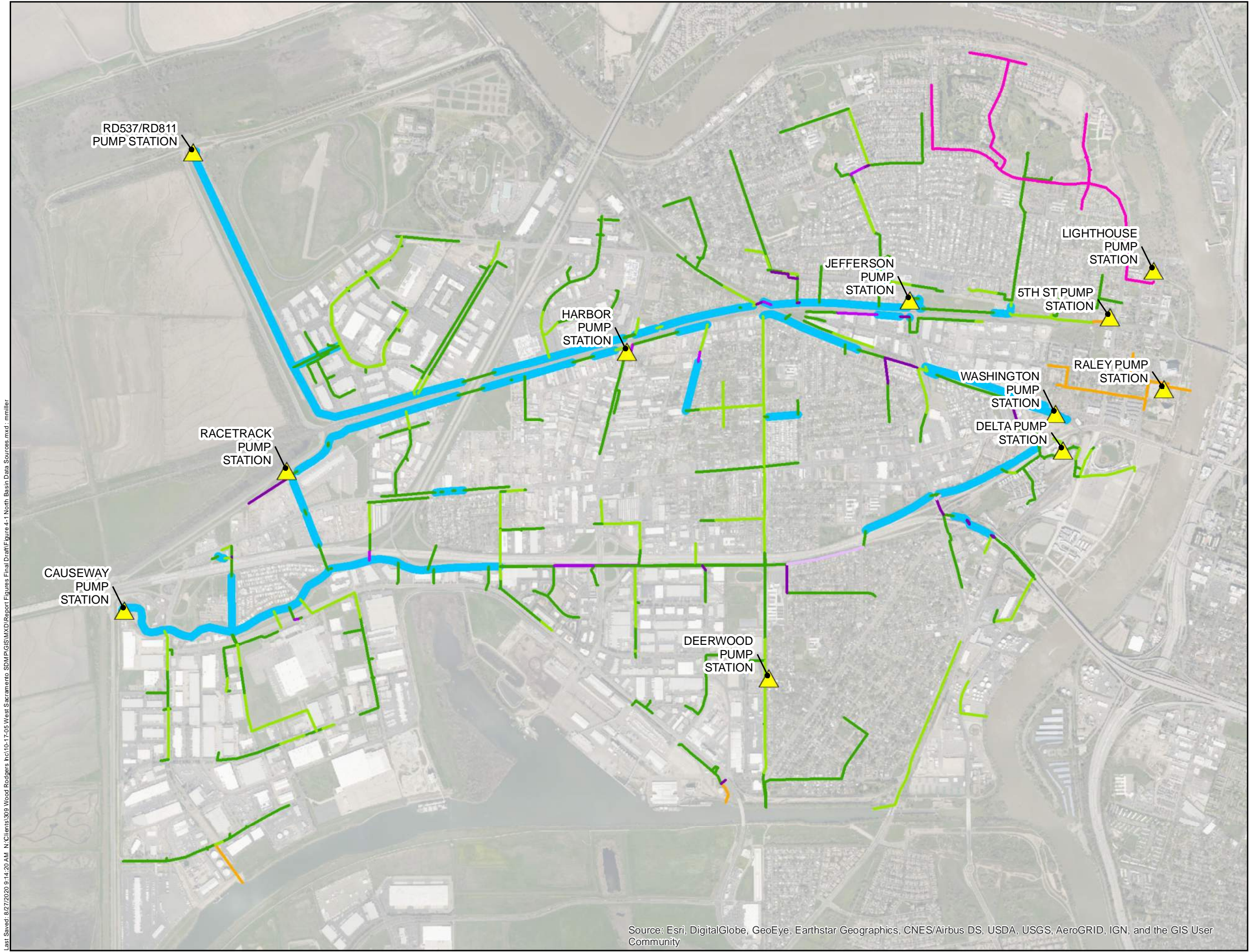


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CHAPTER 4 AS-BUILT RECORDS REVIEW

Where available, as-built drawings of the City’s storm drainage system were used to verify or supplement surveys performed in the field. As noted, the City has a relatively complete set of as-built drawings for facilities constructed in the recent past (the past 20 to 30 years), mostly in the South Basin. In the North Basin, where existing storm drainage facilities are significantly older, the availability of as-built drawings is more limited. However, between surveys performed and the as-builts that are available, the data was sufficient to perform the analyses as required for the SD/SW MP Update. In some cases, differences were noted in field surveys and as-built information. Where such differences were noted, the as-built value of the pipe invert and/or diameter were used. This decision was made following a review of locations where as-builts and below-ground surveys were taken (taken from street elevation at manholes or junction boxes) where differences in the values were noted. **Figure 4-1** depicts these pipe locations in the North Basin where the City’s as-built data was utilized.

Last Saved: 8/27/2020 9:14:20 AM N:\Clients\303 Wood Rodgers Inc\10-17-05 West Sacramento SDMP\GIS\MXD\Report Figures\Final\Draft\Figure 4-1 North Basin Data Sources.mxd : mmiller



- Data Source**
- Study Survey
 - City Survey
 - Record Drawing
 - Rivers Phase 2 SDMP
 - Channel or Ditch (Survey or LiDAR)
 - ★ Storm Pump Station (Survey or Record Drawing)
- Data Interpolation/Assumptions**
- Match Downstream Invert Elevation
 - Match Upstream Invert Elevation
 - Match Upstream and Downstream Invert Elevation

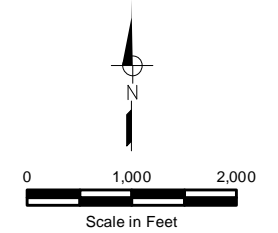


Figure 4-1

North Basin Data Sources

Storm Drainage/
Storm Water Master Plan Update
September 2020

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

CHAPTER 5 CEQA ANALYSES AND DOCUMENTATION

In order to determine if there are potential environmental impacts associated with implementation of the proposed SD/SM MP Update, an assessment of the facilities as proposed in this SD/SWMP Update was undertaken by Ascent Environmental. In general, these improvements would occur over a 20-year period through 2035, consistent with the timeline for implementation of GP 2035. The CEQA efforts also included areas of future development (Liberty, Yarbrough and Riverpark) that are outside of GP 2035. Generally, construction activities associated with replacement and maintenance of existing storm drainage facilities is relatively minor and would not require a substantial commitment of resources. As these utilities are intended to serve existing uses, construction activities would generally be expected to occur within previously disturbed areas, including within existing public right-of-way. Some of the more significant projects, like addressing flow restrictions at culverts along the RD 900 main canal, would require up to a year to implement. Most of the construction activities would be conducted and managed by the City, although some improvements may require coordination with other agencies (e.g. Caltrans) for projects that may fall within their respective right-of way. For some drainage facilities there may be multiple agencies/entities involved in the design review, construction oversight, and/or operation and maintenance activities, as there are overlapping jurisdictions between the City and Reclamation Districts (RD537, RD811, and RD900), local/regional entities (West Sacramento Area Flood Control Agency (WSAFCA), the Central Valley Flood Protection Board (CVFPB)), State Agencies (California Department of Water Resources, State Water Resources Control Board), and Federal Agencies (Federal Emergency Management Agency (FEMA), US Army Corps of Engineers). This reality may cause certain facilities, such as channels, to have a segmented jurisdiction and could complicate operations and maintenance activities because of differing standards, practices, funding and scheduling. If implementation of a subsequent project or later activity has effects that were not examined in the GP 2035 EIR, the City would evaluate those impacts and determine if and what appropriate environmental document should be prepared as indicated in CCR Section 15168(d) of the State CEQA Guidelines. Any project-specific impacts that are too speculative to define at the program-level would be resolved during CEQA review of the individual projects.

For Ascent’s technical memorandum analyzing the adequacy of General Plan 2035 for coverage of projects identified within the SD/SW MP Update, see **Appendix 5**.



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CHAPTER 6 EXISTING CONDITIONS ANALYSES

6.1 PERFORMANCE CRITERIA

Section 4 of the City’s Standard Specifications (Storm Drainage) identifies drainage standards, criteria, and specifications for development and construction within the City. Consistent with the previous South Basin Drainage Master Plan Update (Reference 2), the City has identified two types of drainage facilities: Type 1 Facilities including channels (and culverts relating to those channels), bridges, detention ponds and pump stations; and Type 2 facilities including roadside ditches (including culverts associated with ditches), pipe systems, and overland conveyance systems.

In the South Basin, existing Type 1 facilities are assumed to have been designed to meet City Standards and in concurrence with the City’s General Plan land use designations based on their construction dates which generally post-date the incorporation of the City. Conversely, much of the North Basin was constructed prior to City incorporation, Type 1 facilities design criteria development and prior to any City General Plan. All protection of property is ultimately based on the 100-year storm, which is the appropriate standard for use as the basis for assessing existing conditions storm drainage conditions and system deficiencies. Therefore, there is no need to evaluate other storm events, such as a 10-year storm event, which is sometimes allowed at the City Engineer’s discretion.

The duration of the storm used in the analysis should represent the worst-case flooding scenarios with respect to the combination of both peak flow and volume. In the existing conditions analysis, the 100-year 24-hr storm event was used to evaluate the Type 1 drainage facilities, given the sizing of channels, detention storage and pumping from the previous master plan. Though it is not explicitly called out in the standards, a minimum of one foot of freeboard for the 100-year 24-hr storm was used as the performance criteria for detention ponds. Open channels should typically have 3:1 side slopes (or flatter) and a minimum of one-foot of freeboard should be provided in open channels. The Manning’s roughness coefficient for evaluating open channels should be based on the cover conditions in the bed and side slopes of the open channel. While the channel roughness stipulated in Table 4-7 of the City’s standards defines maximum roughness for design conditions, defining existing conditions and flood impacts requires analysis of actual physical conditions when they exceed design. If existing roughness is less than design allowances, the culverts associated with channels should use a Manning’s roughness coefficient consistent with the pipe material using Table 4-7 of the City’s standards. As a Type 1 facility the design of pump stations should be also based on the worst case 100-year design storm and a backup pump with equal size of the duty pump should be incorporated in the design. In addition, backup power should be provided for each pump station to supply the drainage pumps running at design capacity.

For the City of West Sacramento, the storm drainage pipes should be sized based on design flows generated from the Nolte Method, referenced in the “Sacramento City/County Drainage Manual, Volume 2: Hydrology Standards”. The Manning’s roughness coefficient for concrete pipes should be 0.015. For the 100-year 24-hour storm when capacity of the storm drainage pipe system is exceeded, the overland conveyance system should be designed to ensure water surface elevation below the pad elevation of a house/building and provide overland flow paths from the streets to the detention pond or pump station.

6.2 HYDROLOGY

Design Storm – The City of West Sacramento currently utilizes Sacramento County hydrology standards that were published in 1992 (Reference 5) as the basis for assessing storm runoff hydrology within the City’s boundary. In 2009, Wood Rodgers developed the updated design rainfall for Yolo County based on an expanded number of short-duration and long-duration rainfall gage and record data located within Yolo County and the immediate surrounding area. The design precipitation determinations included the City of West Sacramento within the boundary of Yolo County. A comparison of the 1992 Sacramento County design rainfall and the updated Yolo County design rainfall was performed with the Yolo County rainfall depths consistently larger than those produced by the 1992 Sacramento rainfall. Therefore, the City will discontinue use of the 1992 Sacramento County design rainfall and begin using the Yolo County design rainfall in drainage studies accompanying development proposals. **Appendix 6A** provides the assumptions, data sources and comparison in selecting the design rainfall standard for this project.

Wood Rodgers determined that the 24-hour duration storm (as opposed to a longer duration 10-day storm) would be the most critical storm to consider in evaluating the drainage system that relies on the combination of flood conveyance, pumping and storage. The South Basin detention and pumping systems effectively drain the 24-hour storm event in less than 24 hours after the time of peak. With such a fast drainage response, the system will effectively drain between storms, preventing long duration storm patterns from governing, as defined under Sacramento County and Yolo County hydrology standards. For the existing and future conditions analyses contained within the SD/SW MP Update, the design rainfall data for a 100-year 24-hour storm from the Yolo County Hydrology Manual was used.

Land Use – Historically, the predominant land use in South Basin was agriculture, while the North Basin has been nearly built-out with various residential, commercial and industrial uses. Over the last two decades, large residential developments have occurred in the South Basin, mainly along the major roadways including Jefferson Blvd and Southport Parkway. The City provided current land use designations for the entire city. Wood Rodgers and West Yost performed an initial review of the land use data and found several issues including the following:

1. The City’s design standards do not have impervious values associated with all current land use designations identified by the city.
2. A range of development densities are included within a single land use classification and require the selection of a value that represents a reasonable estimation of potential runoff.
3. Current land use conditions deviate from the land use designations published in the previous General Plan, particularly in the South Basin.
4. Published Land Use and Design Imperviousness Correlations May Underestimate Runoff – Several land uses appear to have higher as-constructed impervious levels than published design values.

To address these issues, the analysis team sampled the existing impervious coverage associated with existing development designations within the City. When streets are accounted for, the composite imperviousness for a given land use was found to be significantly higher than published values in the General Plan, especially for low- and medium-density residential development.

The published design standards for the City do not associate dwelling-units-per-acre density values to assigned land use classifications, so it can be difficult to correlate the land use designations with imperviousness levels. However, the SD/SW MP Update must correlate runoff factors to ensure that all factors are consistent when quantifying existing development impacts and mitigating future development.

For the South Basin, the sampling of existing development imperviousness relative to land use impervious assumptions is summarized in **Appendix 6A**.

In both the North and South Basins, it appears that low-density and medium-density residential areas are consistently 20-30 percent higher imperviousness than published standards, once streets are lumped with lots. A more detailed assessment can be found in **Appendix 6B**. For the South Basin, constructed areas classified as medium density development were estimated to be 72 percent impervious, and constructed areas classified as low density were estimated to be 66 percent impervious. **Figure 6-1** shows the 2017 land use condition for the North and South Basin.

The following Table 6.1 hydrologic inputs have been used.

Table 6.1 Soil and Impervious Percentage (Soils Group inches per hour)					
Descriptions	Impervious Percentage	Hydrologic Soil Group			Basin Lag "n" Values
		B	C	D	
Highways, Parking	90	0.14	0.07	0.04	0.032
Commercial	90	0.14	0.07	0.04	0.032
Business Park	90	0.14	0.07	0.04	0.032
Highway-Service Commercial	90	0.14	0.07	0.04	0.032
Central Business District (MU-C)	90	0.14	0.07	0.04	0.032
Riverfront Mixed Use	90	0.14	0.07	0.04	0.032
Corridor Mixed Use	90	0.14	0.07	0.04	0.032
Light Industrial	85	0.162	0.082	0.052	0.032
Heavy Industrial	85	0.162	0.082	0.052	0.032
Water-Related Industrial	85	0.162	0.082	0.052	0.032
Mixed-Commercial/Industrial	85	0.162	0.082	0.052	0.032
Neighborhood Mixed Use (MU-NC)	80	0.17	0.09	0.06	0.033
High-Density Residential	70	0.17	0.09	0.06	0.035
Medium High-Density Residential	68	0.18	0.1	0.07	0.037
Medium-Density Residential	65	0.18	0.1	0.07	0.036
Low-Density Residential	55	0.18	0.1	0.07	0.039
Public/Quasi-Public	50	0.18	0.1	0.07	0.040
Rural Residential	15	0.18	0.1	0.07	0.056
Rural Estates	10	0.18	0.1	0.07	0.060

Descriptions	Impervious Percentage	Hydrologic Soil Group			Basin Lag "n" Values
		B	C	D	
Recreation and Park	5	0.18	0.1	0.07	0.065
Open Space Grassland (AG)	2	0.18	0.1	0.07	0.075
Agriculture	2	0.18	0.1	0.07	0.075

Soil – For uncovered terrain within each watershed, the amount of runoff generated is directly impacted by the infiltrative capacity of the exposed soils. The Natural Resources Conservation Service (NRCS) publishes soil surveys and classifications, including estimates of infiltrative capacity. NRCS soil survey classification information expressed in the Hydrologic Soil Group classification category was used as the basis for assigning rainfall infiltration estimates using current published values consistent with Sacramento County standards. For areas where NRCS soil survey data is unavailable, it is recommended that the proximate soil zones be used to inform the selection of assumed values, deferring to more conservative values when interpolation is unclear. **Figure 6-2** shows the NRCS hydrologic soil group designation and areas within the City where the information is unavailable.

Topography – The CVFED LiDAR is not well represented in areas of existing detention and in channels where water was present at the time of the survey. Wood Rodgers performed bathymetric surveys for those areas throughout the city to properly capture the full storage and conveyance capacity of these major drainage features. For detention areas, bathymetric survey points were collected at the bottom of the detention basins to represent the basin storage geometry. For channels, bathymetric survey points were collected at cross sections spaced regularly along the channel reach. At road crossings along the channel, dimensions and invert elevations of hydraulic structures present (such as culverts and bridges) were also surveyed to properly define the conveyance capacity. **Figure 6-3** shows the topographic and survey data collected in the South Basin.

Watershed Delineation – Watershed boundaries were delineated based on the topographic data presented in **Figure 6-3**. For open space and rural areas where runoff generally follows routes defined by the surface terrain, watershed delineations based on the topographic data are sufficient. For developed areas such as residential and commercial lots where large impervious areas are present, the majority of the surface runoff is directed to underground storm drain pipes. The City

of West Sacramento provided Wood Rodgers with the existing storm drain network in a GIS database, which was used to inform the delineation of sub-watersheds for developed areas in the city. Overland runoff exceeding the storm drainage network capacity will travel overland following the surface terrain, which was also modeled hydraulically within the XPSWMM model. Figure xx shows the existing conditions watershed boundaries for the South Basin.

Naming Convention – In consultation with the City of West Sacramento, the following naming convention was developed for major watershed areas in the study area. The major watershed areas were named following the collecting drainage area or downstream receiving facility, such as channel, detention pond or pump station. The names for the South Basin are as follows:

- Bridgeway Lakes (Formerly MC80/81) = “BL”
- South Basin Industrial Park/Bridgeway Island (Formerly MC60) = “II”
- Lake Washington (Formerly MC20) = “LW”
- Gateway/Stonegate (Formerly MC10) = “GS”
- Parlin Ranch (Formerly NC10) = “PR”
- High School (Formerly NC20) = “HS”
- Rivermont (Formerly MC71/75) = “RM”
- Touchstone Lake (Formerly MC30) = “TL”
- Larchmont Development (Formerly MC50) = “LD”

The following naming conventions were used for channels in the South Basin:

- Main Canal (Drain) = “MC”
- Morton Blacker Canal (Formerly Morton East Drain)= “BM”
- East Tapley = “ET”
- West Tapley = “WT”
- Toe Drain = “TD”
- Channel parallel to Toe Drain from BL = “BC”
- Channel tributary to “II” = “CI”
- Channel along Clarksburg (Railroad) Trail = “CT”
- Channel called Dorris Ditch along Village Parkway = “DV”

The following naming conventions were used for watersheds in the North Basin:

- Lighthouse Pump Station = “LH”
- Racetrack Pump Station = “RT”
- Raley Pump Station = “RY”
- Sacramento River = “SM”
- Turning Basin = “TB”
- Port of West Sacramento = “PW”
- RD537/RD811 Pump Station = “81”
- Causeway Pump Station = “CW”

- Lock = “LK”
- Deep Water Ship Channel = “DC”

Hydrologic Modeling Program Selection – The City of West Sacramento currently utilizes the 1996 Sacramento County hydrology standards for calculating runoff hydrographs. The Sacramento County standards include many physical parameters and hydrologic routing/transformation methods for design rainfall definition and the estimation of infiltration, storage effects, timing and routing of surface runoff. After initial evaluations, Wood Rodgers and West Yost determined that both the SacCalc program developed by David Ford Consulting Engineers in 2002 and the XPSWMM program have the capacity to implement the 1996 Sacramento County hydrology standards. However, at the onset of the modeling the XPSWMM implementation of Sacramento County standards did not match the output from SacCalc, the official county-approved software. After Wood Rodgers created the existing conditions hydrology using SacCalc, the XPSWMM software was updated and was found to perform calculations which now match SacCalc, therefore it became suitable for use by West Yost in the North Basin hydrology.

SacCalc Results – Existing conditions hydrology was developed using the SacCalc program for the City, defining it as a unique storm event under the “historical storm rainfall” tool. Yolo County 100-Year 24-Hour design rainfall was imported into SacCalc as the precipitation input. Initial loss of precipitation at the beginning of a storm is set to 0.1 inch for the 100-year return interval (in accordance with the Sacramento County Hydrology Standard). Wood Rodgers calculated the watershed parameters in GIS and transferred these parameters as input for defining watersheds within the SacCalc program, producing runoff hydrographs for all of the watersheds using the Sacramento County method that is embedded within SacCalc. Appendix xx provides the calculated existing condition watershed parameters for SacCalc input for the North and South basins.

6.3 HYDRAULICS

The City has provided significant data in GIS and as-built format to Consultant Team depicting the storm drain pipes/manholes/inlets for the purposes of modeling the underground capacity of the system using XPSWMM. Supplemental survey information, described in Section 4 was also

used. **Figure 6-4** shows the storm drain pipes used in the hydraulic analyses for the North and South Basins.

6.3.1 North Basin

The North Basin relies on a series of underground pipes, open channels, and detention pond/lakes to convey and store flows before being discharged to the receiving water bodies. Pump Stations are located throughout the North Basin to lift water at underpasses, low-lying neighborhoods, and discharge points where internal flows are conveyed over levees to exit the City.

The City of West Sacramento is protected from external flooding by a series of levees along the Yolo Bypass, the Sacramento River Deep Water Ship Channel, and the Sacramento River. The current FEMA effective floodplain map shows the North Basin as Zone X, or “Other Flood Areas”. Within the North Basin, FEMA defines this designation as “The area protected from the one percent annual chance (100yr) flood by levee, dike, or other structures subject to possible failure or overtopping during larger floods.” Lake Washington and Washington Lake are designated as Zone A “No base flood elevations determined.” For the purpose of this study, the North Basin is considered fully protected from the external flooding sources. It is noted the City has been actively engaged in a program to provide a 200-Year level of protection from these external flooding sources.

The following section documents the North Basin boundary conditions, pump station capacities and set points, and hydraulic results by watershed.

Boundary Conditions

The following boundary conditions have been presented by watershed in Table 6.2. The watersheds draining to the Deep Water Ship Channel use a 10-year water surface elevation (WSE) from MBK Engineers (MBK) (2015). The watersheds draining to the Sacramento River use a 100-year base flood elevation (BFE) as there is no available 10-year WSE data. The difference in tailwater elevation is not significant because the watersheds draining to the Sacramento River are pumped out to the river or sit higher than WSE levels, and both function as a free outfall.



Table 6.2 North Basin Boundary Conditions

Watershed	Tailwater Elevation (ft, NGVD29)	Source
Raley Pump Station	29.32	Sacramento River 100-year BFE (FEMA)
Sacramento River	29.32	Sacramento River 100-year BFE (FEMA)
Deerwood	9.32	Deep Water Ship Channel 10-year WSE (MBK 2015)
Lock	9.32	Deep Water Ship Channel 10-year WSE (MBK 2015)
Deep Water Channel	9.32	Deep Water Ship Channel 10-year WSE (MBK 2015)
Port of West Sacramento	9.32	Deep Water Ship Channel 10-year WSE (MBK 2015)
Causeway and Racetrack Pump Stations	Free Outfall	Yolo Bypass
RD537/RD811 Pump Station	Free Outfall	Yolo Bypass
Lighthouse Pump Station	Free Outfall	Rivers Phase 2 Storm Drainage Master Plan dated February 2017 by NV5
ft = feet FEMA = Federal Emergency Management Agency NGVD29 = National Geodetic Vertical Datum of 1929		

North Basin – Pump Capacity and Control Values

The following pump capacities and control values have been used in the North Basin Table 6.3.



Table 6.3 Summary of Pump Station Capacities and Set Points

Pump Station	Original Construction Date	Pump Number	Pump Type	Pump Horsepower	Pump Capacity, cfs	Pump On		Pump Off		Backup Generator?
						Depth, ft	Elevation, ft (NGVD29)	Depth (a), ft	Elevation, ft (NGVD29)	
City Pump Stations										
5th Street	1987	1	Vertical Turbine	5	1	8.25	7.48	7.00	6.23	No
Deerwood	1960	1	Submersible	2 to 5	1	3.50	6.50	1.00	4.00	No
Delta Lane	2016	1	Submersible	7.5	7	5.50	5.50	2.00	2.00	Yes
		2	Submersible	7.5	7	5.50	5.50	2.00	2.00	
		3	Submersible	7.5	7	7.50	7.50	2.40	2.40	
Harbor	1995	1	Centrifugal	3	1	6.00	3.80	3.00	0.80	No
Jefferson	1985	1	Submersible	3	1	5.00	1.60	2.50	-0.90	No
Lighthouse	1991	1	Vertical Turbine	20	3	4.32	-4.25	2.57	-6.00	Yes
		2	Vertical Turbine	200	31	7.97	-0.60	6.97	-1.60	
		3	Vertical Turbine	200	31	9.27	0.70	6.97	-1.60	
		4	Vertical Turbine	450	70	10.57	2.00	6.97	-1.60	
		5	Vertical Turbine	450	70	12.07	3.50	6.97	-1.60	
Raley	1988	1	Vertical Turbine	100	31	14.00	8.23	4.00	-1.77	No
		2	Vertical Turbine	100	31	14.50	8.73	4.00	-1.77	
		3	Vertical Turbine	250	38	15.00	9.23	5.00	-0.77	
		4	Vertical Turbine	250	38	15.50	9.73	5.00	-0.77	
RD811/RD537	1950	1	Vertical Turbine	300	84	8.00	0.55	6.50	-0.95	No
		2	Vertical Turbine	300	84	7.25	-0.20	6.00	-1.45	
		3	Vertical Turbine	300	84	7.22	-0.23	5.95	-1.50	
		4	Vertical Turbine	250	67	7.18	-0.27	6.05	-1.40	

Table 6.3 Summary of Pump Station Capacities and Set Points

Pump Station	Original Construction Date	Pump Number	Pump Type	Pump Horsepower	Pump Capacity, cfs	Pump On		Pump Off		Backup Generator?
						Depth, ft	Elevation, ft (NGVD29)	Depth (a), ft	Elevation, ft (NGVD29)	
		5	Vertical Turbine	200	67	6.75	-0.70	5.75	-1.70	
Washington	1930	1	Vertical Turbine	5	1	6.00	2.50	1.00	-2.50	No
		2	Vertical Turbine	5	1	6.50	3.00	0.50	-3.00	
RD 900 Pump Stations										
Causeway	1986	1	Vertical Turbine	200	40	11.25	4.00	10.75	3.50	No
		2	Vertical Turbine	200	40	11.35	4.10	10.85	3.60	
		3	Vertical Turbine	200	40	11.45	4.20	10.95	3.70	
		4	Vertical Turbine	200	40	11.55	4.30	11.05	3.80	
		5	Vertical Turbine	300	32	11.65	4.40	11.15	3.90	
		6	Vertical Turbine	300	32	11.75	4.50	11.25	4.00	
Racetrack	1978	1	Vertical Turbine	125	57	4.99	4.60	4.49	4.10	No
		2	Vertical Turbine	125	57	5.09	4.70	4.59	4.20	
(a) Depth is measured from the invert of the Wet Well										

North Basin – Typical Cross Sections

Typical cross sections were used to model the capacity of the street to convey flow. The typical cross sections are based on the City of West Sacramento Vertical Curb and Gutter with Sidewalk detail number 201. The streets contain one 2-foot gutter in each traffic direction at a 1.5-inch fall. The curb has a 6-inch height and pitches at 2 percent up to the roadway crown. Standard roadway sizes were developed from the City of West Sacramento Improvement Standards Section 3 Street Design from 36-foot wide residential collector to a 110-foot wide major arterial. Standard street sections were then compared against aeriels before application in the model. A full table of cross sections can be found in Appendix 6.

North Basin – Results by Watershed

The North Basin Watersheds are presented from north to south, starting with the western side. **Figure 6-5** shows all the major watersheds and receiving waterbodies in the North Basin.

CHP Academy Watershed

The California Highway Patrol (CHP) Academy Watershed was modeled by Wood Rodgers in 2018. Outfall hydrographs from the 100-year storm were input into the RD537/RD811 Pump Station Watershed model.

The CHP Academy Watershed is a private facility and internal flows were not evaluated as part of this study.

RD537/RD811 Pump Station Watershed

The RD537/RD811 Watershed is located between the Sacramento River and the Union Pacific Railroad as shown in **Figure 6-6** and **Figure 6-7**. The watershed is bounded to the east by the Lighthouse Watershed and the Raley Pump Station Watershed. The RD537/RD811 watershed relies on a channel (main channel) that flows from east to west terminating at the RD537/RD811 Pump Station, which is located at the northwest end of the watershed, just west of the California Highway Patrol Academy. The pump station discharges to the Sacramento Bypass. Most of the watershed is drained by an underground pipe system that flows to the main channel.

The RD537/RD811 Watershed is predicted to receive spill flows during the 100-year storm from the Lighthouse Watershed at Lighthouse Drive.

Portions of the main channel and several culverts within it, restrict the flow and cause increased water surface elevations. In the 100-year design storm, high water surface elevations in the main channel reduce the performance of discharging trunk drains. As a result, low lying building pads, such as those on Arthur Drive from Milton Street to Fremont Boulevard (Nodes 81M742, 81M821, and 81M824) and at Douglas Street and Elkhorn Place (Node 81M772) are predicted to flood during the 100-year storm. Even if the water surface elevations in the channel are lowered, there are some trunk pipes that do not have adequate capacity to convey the 100-year design flow. This is the case for the pads adjacent to Hobson Avenue at Bryte Avenue (Node 81M619) and at 8th Street and Elizabeth Street (Node 81M846). Insufficient overland flow capacity is also a contributing factor at these nodes. As described below, West Yost developed conceptual solutions for these flood problems.

Causeway Pump Station and Racetrack Pump Station Watershed

The Causeway Pump Station and Racetrack Pump Station (Causeway and Racetrack) Watershed is located south of the Union Pacific Railroad and spans the area between the Yolo Bypass and the Sacramento River. The Causeway and Racetrack Watershed is shown from west to east on **Figure 6-8**, **Figure 6-9**, and **Figure 6-10**. Runoff in the watershed is conveyed from east to west and is discharged to the Yolo Bypass by way of the Causeway Pump Station and the Racetrack Pump Station. The Causeway and Racetrack Watershed relies on an east-west multi-pipe trunk drain that runs from Westacre Road to Pine Street where it transitions into an open channel. The north part of the watershed relies on a main channel running along the southern embankment of the Union Pacific railroad which terminates at the Racetrack Pump Station.

The Causeway and Racetrack Watershed receives flow from the Deerwood Watershed due to overland spill on Del Monte Street and through an 18-inch pipe connection running through Westmore Oaks Elementary School (formerly the old high school). Although the 18-inch pipe is below the minimum pipe size established for this master plan (21-inches), it has been included because it is an important path for excess flows to be conveyed from the Deerwood Watershed to the Causeway Watershed.

In the 100-year design storm, the Causeway Pump Station does not pump incoming flows quickly enough and as a result, flooding is predicted at areas adjacent to Lake Washington (Nodes CWO010, CWO013, and CWO016). In addition, the east-west multi-pipe trunk drain has limited capacity to convey the 100-year design flows which drives up the tailwater elevations for connecting trunk drains. This situation results in predicted flooding of low-lying building pads North of Highway 50 and west of Sycamore Avenue (Node CWM577 and CWM556), Merkley Avenue from El Rancho Court to Jefferson Boulevard (Nodes CWM607, CWM608 and CWI720), Poplar Avenue and Rockrose Road (Node CWM896 and CWI900), Portsmouth Court and Michigan Boulevard (Node CWI918, CWI924, CWI992, and CWI994). At some locations, there are trunk pipes that do not have adequate capacity to convey the 100-year design storm and lack the overland flow capacity to convey the excess flows without flooding. This situation results in predicted flooding at Seaport Boulevard at Enterprise Boulevard (Nodes CWM184, CWM187), and Seaport Boulevard at Enterprise Boulevard (Node CWM685).

In the 100-year design storm, the Racetrack Pump Station does not have the capacity to pump incoming flows quickly enough and as a result, flooding is predicted at Doran Avenue at Marigold Street (Nodes RTM163 and RTM166) and West Capitol Avenue (Nodes RTO082 and RTO085). In addition, there is one location where the capacity of the trunk pipe and overland flow paths is inadequate to convey the 100-year flood flows. This is the situation causes flooding to be predicted at Harbor Boulevard and West Capitol Boulevard (Node RTM229).

Raley Pump Station Watershed

The Raley Pump Station Watershed is located along the Sacramento River between the Lighthouse Pump Station Watershed and the Causeway and Racetrack Watershed. Raley Pump Station Watershed is shown in **Figure 6-11**. The watershed is pumped via the Raley Pump Station to the Sacramento River.

The trunk system and roadway have adequate capacity to contain the 100-year storm.

Bridge District East Shed Infiltration

The Bridge District Infrastructure Improvements Drainage Technical Memorandum No. 6 has specified the East Shed to infiltrate 100-year storm flows. For this reason, the Bridge District East Shed has no contributing flows, and was not modeled under this study.

The trunk system and roadway have adequate capacity to contain the 100-year storm.

Sacramento River Watershed

The Sacramento River Watershed is located along the Sacramento River west of South River Road. The watershed drains by gravity to the Sacramento River via one trunk line. The Sacramento River Watershed is shown in **Figure 6-12**.

The trunk system and roadway have adequate capacity to contain the 100-year storm

Deep Water Channel Watershed

The Deep Water Channel Watershed is located just north of the Deep Water Channel on the western most side of the City. The watershed flows from either ends towards the center trunk system on Channel Drive. Flows from the Deep Water Channel Watershed flow by gravity to the Deep Water Channel. The Deep Water Channel Watershed is shown in **Figure 6-13**.

The trunk system and roadway have adequate capacity to contain the 100-year storm.

Port of West Sacramento Watershed

The Port of West Sacramento Watershed is located west of the Deerwood Watershed and discharges directly to the Deep Water Channel. The watershed contains one trunk line that conveys flow from the area south of Terminal Street and Industrial Boulevard. The Port of West Sacramento Watershed is shown in **Figure 6-14**.

The trunk system and roadway have adequate capacity to contain the 100-year storm.

Deerwood Watershed

The Deerwood Watershed is located north of the Deep Water Channel and south of the Westmore Oaks Elementary School (formerly the old high school). The Deerwood Watershed is between the

Port of West Sacramento Watershed and the Lock Watershed. The Deerwood Watershed is shown in **Figure 6-15**. The Deerwood Watershed drains from north to south, discharging into the Deep Water Channel. The Deerwood Pump Station acts as a sump pump for the Deerwood Street and Lakewood Drive neighborhood.

The Deerwood Watershed and Lock Watershed have been modeled together as they are hydraulically connected during large storms. In the 100-year design storm, flows from the Lock Watershed surcharge the trunk drain and flow into the Deerwood Watershed. The Deerwood Watershed is also hydraulically connected to the Causeway Pump Station Watershed through an existing 18-inch pipe running through Westmore Oaks Elementary School (formerly the old high school) and at an overland spill path on Del Monte Street.

The Deerwood Watershed relies on a north to south trunk link which has adequate capacity to convey 100-year design storm flows. The Deerwood Pump Station does not have adequate capacity to drain the tributary neighborhood in the 100-year design storm. As result, pad flooding is predicted in the low areas that drain to the pump station.

Lock Watershed

The Lock Watershed drains south to the Deep Water Channel and is located just east of the Deerwood Watershed. The Lock Watershed relies on one trunk system that runs from north to south along Jefferson Boulevard. The Lock Watershed is shown in **Figure 6-15**.

The Lock trunk drain does not have adequate capacity to convey the 100-year design flows and there are inadequate surface release paths to convey the excess flows. Consequently, flood flows are predicted to spill from the Lock Watershed to the Deerwood Watershed along Circle Street into the Alabama Avenue and 13th Street neighborhood. The spill causes flooding above pad elevations adjacent to Node LKOV16.

Lighthouse Pump Station

Lighthouse Pump Station Watershed is in the northeast corner of the City along the Sacramento River. The majority of the watershed drains to the Lighthouse Pump Station where it is discharged to the Sacramento River. The existing conditions model assumes that the improvements from the Rivers Phase 2 Storm Drainage Master Plan dated February 2017 by NV5 have been implemented. It has been confirmed that the trunk system and the roadway together have adequate capacity to contain the 100-year storm. The Lighthouse Pump Station is shown on **Figure 6-16**.

The Lighthouse Pump Station Watershed is hydraulically connected to the RD537/RD811 watershed via an overland spill. The Lighthouse Pump Station hydraulic model uses the Sacramento Method per the Rivers Phase 2 Storm Drainage Master Plan dated February 2017.

The trunk system and roadway have adequate capacity to contain the 100-year storm.

North Basin Areas Outside of Study Criteria

Areas of the North Basin that do not flow through public storm drainage pipes 21-inches or larger have been omitted from the Study. This includes the area east of the Lock Watershed, the Port of West Sacramento private system, areas draining to the Port of West Sacramento private system, the George Kristoff Water Treatment Plant private system, and settling and infiltration basins east of the Water Treatment Plant. Areas of the North Basin that sheet flow directly to Lake Washington, the Sacramento River, the Yolo Bypass, or the Deep Water Channel have been omitted from this study. Refer to **Figure 6-5** for these areas.

6.3.2 South Basin

The South Basin of the City relies on many important drainage facilities (i.e., underground storm drain pipes, channels, detention basins/lakes and pump stations) to collect and convey storm water runoff. The selected software XPSWMM is an effective and commonly used platform to model the hydraulic connectivity of all the important drainage facilities, and the City agreed to utilize it for the purposes of this plan.

The City of West Sacramento is protected from external flooding by a series of levees along the Yolo Bypass, the Sacramento River Deep Water Ship Channel, and the Sacramento River. The current FEMA effective floodplain map shows the South Basin as Zone X, or “Other Flood Areas”. Within the South Basin, FEMA defines this designation as “The area protected from the one percent annual chance (100yr) flood by levee, dike, or other structures subject to possible failure or overtopping during larger floods.” For the purpose of this study, the South Basin is considered fully protected from the external flooding sources. It is noted the City has been actively engaged in a program to provide a 200-Year level of protection from these external flooding sources. Elements of that program have been constructed; however, others are in design or will be constructed at some point in the future. Because there is a defined program to prevent this source of flooding from affecting interior areas, flows from these sources are not accounted for in the SD/SW MP Update.

Reclamation District (RD) 900 has been the primary agency responsible for operating and maintaining storage and pumping facilities within the South Basin. Recently RD 900 has come under the authority of the City to allow for a clearer administrative structure to address ownership, operation and maintenance in the future regulatory landscape. Within urbanized areas of the City, the City of West Sacramento Public Works Department has been responsible for maintaining the storm drainage pipe system within public rights-of-way outside of State-owned facilities such

highways and the California Highway Patrol Academy campus and facilities under the jurisdiction of other agencies, such as RD900. Bathymetric surveys performed to determine channel cross section geometry were modeled as 1-D links in the XPSWMM model. Furthermore, a thorough review of data collected for storm drain pump stations within the South Basin was performed to ensure that the operation of the stations (including pump start and pump stop elevations) were properly represented in the XPSWMM model. Table xx summarizes the pump station capacity, operation elevation and tributary watersheds. In addition, the Main Drain pump station and the South Basin Industrial Park Pump Station are assumed to act independently of external water surface elevation in the Deep Water Ship Channel.

As discussed above, the interior drainage for developed areas in the South Basin is conveyed by underground storm drainage pipes that collect and deliver flow into either drainage channels or detention basins. For storm events that exceed the drainage inlet and pipe capacity, overland flow occurs alongside roadside curbs and gutters within streets. This overland flow is modeled in XPSWMM with a link representing the street/roadway cross section between the manholes. For rural areas where surface runoff will generally follow flatter surface terrain with ponding, the overland storage capacity is calculated using the terrain data and represented using a 1-D storage node.

Boundary Conditions

There are no gravity discharges from the South Basin to external channels as all runoff is pumped over levees to the Deep Water Ship Channel via one of two pump stations. Tailwater conditions within the Deep Water Ship Channel do not affect the hydraulic operations of the Main Drain Pump Station or the Southport Industrial Park Pump Station as pump discharge lines are over the levees with a siphon break at the high point of each discharge line. All other elements of the South Basin system are tied to one of these two pump stations. The overall watersheds for the South Basin are depicted on **Figure 6-16**.

Pump Station Capacities and Control Values

The following pump station capacities and control values for the South Basin are provided in **Table 6.4**

Table 6.4 Summary of Pump Station Capacities and Set Points				
Pump Station	Pump Number	Pump Capacity, cfs	Pump On Elevation, ft (NGVD29)	Pump Off Elevation, ft (NGVD29)
RD 900 Pump Stations				
Gateway/Stonegate (Formerly MC 10)	1	18	0.61	0.11
	2	83	0.86	0.16
	3	83	2.61	2.11
Touchstone	1	1	1.52	0.82
	2	6	2.02	1.02
Larchmont	1	8	0.55	-1.46
	2	31	1.05	-0.46
Rivermont	1	12	0.4	-0.6
Main Drain	1	167	3	2.6
	2	167	2.4	2
Southport Industrial park	1	56	0.14	-0.86
	2	56	0.64	0.24
	3	56	1.64	-0.76
High School	1	8	2.5	1.5
Parlin Ranch	1	4	-0.6	-1.6
	2	16	-0.1	-1.1

South Basin – Results by Watershed

Bridgeway Lakes – The Bridgeway Lakes watershed (BL) is an area characterized by residential community development and other rural residential parcels. The drainage in this area is mainly

conveyed through an underground storm drainage pipe network draining into a network of interconnected detention basins, which also serve a recreational function as lakes during the dry season. These detention basins are connected through a network of channels to the Main Drain pump station. **Figure 6-17** shows the flooding depth results obtained from the existing condition XPSWMM modeling for the 100-year 24-hour design storm. As indicated on **Figure 6-17**, the underground storm drainage pipe system collects and diverts runoff to its full capacity, resulting in some minor street flooding (depths less than 1.6 ft above the gutter flow line). Furthermore, the Bridgeway Lakes existing detention basins were able to attenuate the 100-year storm with sufficient freeboard to protect all residential (habitable) structures within the watershed.

South Basin Industrial Park – The South Basin Industrial Park (II/SI) area is a partially constructed mixed industrial and residential development with remaining open space area for future development. The drainage in this area is conveyed through underground storm drainage pipes, channels, and a detention basin with a pump station. The II/SI Pump Station operates automatically to pump drainage water to the Sacramento River Deep Water Ship Channel as the water surface elevation in the detention basin rises above a preset elevation. **Figure 6-18** shows the flooding depth that results in this area based on the existing condition XPSWMM model for the 100-year 24-hour storm. As shown in **Figure 6-18**, the underground pipe and channels serving II/SI in the north are capable of collecting and conveying 100-year runoff without flooding. The residential areas in the south portion of the watershed show minor street flooding (depths of up to 1.6 feet above gutter flow line) due to the capacity of the underground pipe system being exceeded during the 100-year event. The pump station capacity serves to maintain the water surface elevation in the detention basin below flooding levels.

Lake Washington – The Lake Washington (LW) watershed is comprised of Lake Washington and adjacent open space, as well as a few developed industrial parcels. The drainage in this area is conveyed overland or through underground storm drainage pipes that discharge directly to Lake Washington, which drains to the Main Drain. The culvert connecting Lake Washington with the Main Drain channel allows for the slow and delayed release of drain water from Lake Washington to the Main Drain during a high-water event. **Figure 6-19** shows the maximum flooding depth that results from the 100-year 24-hour storm for existing conditions using the XPSWMM model. As shown in **Figure 6-19**, existing underground pipes and streets are able to collect and divert convey to Lake Washington without flooding. The peak water surface elevation in Lake Washington is below the flooding level in the area for the 100-year storm event.

Gateway/Stonegate – The Gateway/Stonegate (GS) watershed (formerly MC10) contains one of the larger residential developments in the South Basin. There are a few remaining open space parcels which are slated for development in the future. The drainage in this area is conveyed through underground storm drainage pipes, a two-celled detention basin and a pump station. The pump station discharges runoff that has collected in the detention basin to the upstream end of the

Main Drain channel. **Figure 6-20** shows the maximum flooding depth results for existing conditions under the 100-year 24-hour storm event using the existing XPSWMM model. As shown in **Figure 6-20**, the detention basin in this area has a maximum water surface elevation exceeding the banks and flooding the adjacent streets. In addition, the majority of the underground pipes are insufficient to collect and convey the runoff during a 100-year storm event, resulting in street flooding with depth of up to 3 feet above the gutter flow line.

Parlin Ranch – The Parlin Ranch (PR) watershed is a partially constructed mixed residential development with remaining open space slated for development in the future. The drainage in this area is conveyed through underground storm drainage pipes, a detention basin, and a pump station. The pump station directs runoff from the detention basin to the channel along the Clarksburg Trail, which ultimately drains to the Main Drain channel and pump station via the Blacker Morton (BM) Drain. **Figure 6-21** shows the flooding depth results for the 100-year 24-hour design storm from the existing XPSWMM model. As shown in **Figure 6-21**, some of the underground pipes have their capacity exceeded and street flooding results with depths of up to 3 ft. The pump station operation is capable of maintaining the water surface elevation in the detention basin below the flooding level.

High School – The High School area is mainly comprised of River City High School and few adjacent open space parcels. The drainage in this area is mainly handled by underground storm drainage pipes, detention basins, and pump stations. **Figure 6-22** shows the flooding depth that results under the 100-year 24-hour storm for existing conditions using the XPSWMM model. As shown in **Figure 6-22**, the pump station operation is capable of maintaining the water surface elevation in the detention basin below the flooding level.

Rivermont – The Rivermont (RM) watershed is a fully-developed residential area next to the left bank (looking downstream) of the Main Drain channel. The drainage in this area is conveyed through underground storm drainage pipes, a detention basin, and a pump station before discharging to the Main Drain. **Figure 6-23** shows the flooding depth resulting from the 100-year 24-hour storm for existing conditions from the existing XPSWMM model.

Touchstone Lake – The Touchstone Lake (TL) watershed is fully developed with the majority of the development being residential interspersed with a few industrial and commercial parcels. The drainage in this area is conveyed through underground storm drainage pipes, a detention basin, and a pump station before discharging to the Main Drain. **Figure 6-24** shows the flooding depth resulting from the 100-year 24-hour storm for existing conditions from the existing XPSWMM model. As shown in **Figure 6-24**, some of the underground pipes have their capacity exceeded with street flooding depth up to 1.6 ft. The pump station operation is capable of maintaining the peak water surface elevation in the detention basin below flooding levels.

Larchmont – The Larchmont Development (LD) watershed is fully developed with most of the development being residential with one major dry basin (Summerfield Park) serving as detention during high flow events. The drainage in this area is conveyed through underground storm drainage pipes, a detention basin, and a pump station before discharging to the Main Drain. **Figure 6-25** shows the flooding depth resulting from the 100-year 24-hour storm for existing conditions obtained from the existing XPSWMM model. As shown in **Figure 6-25**, most of the underground pipes have their capacity exceeded with street flooding to a depth of up to 1.6 feet. The pump station operation is capable of maintaining the peak water surface elevation in the detention basin below flooding levels.

Morton Blacker Canal – The Morton Blacker Canal (BM) watershed is mostly developed with most of the development being rural residential with no constructed detention during high flow events. The drainage in this area is conveyed through channels before discharging to the Main Drain. **Figure 6-26** shows the flooding depth resulting from the 100-year 24-hour storm for existing conditions obtained from the existing XPSWMM model.

East Tapley Drain – The East Tapley Drain (ET) watershed is partially developed with most of the development being rural residential with no constructed detention during high flow events. The drainage in this area is conveyed through channels before discharging to the Main Drain. **Figure 6-27** shows the flooding depth resulting from the 100-year 24-hour storm for existing conditions obtained from the existing XPSWMM model.

Main Drain North – The Main Drain North (MCN) watershed is mostly developed with most of the development being a combination of commercial and residential with no constructed detention during high flow events. The drainage in this area is conveyed through storm drains along Jefferson Boulevard before discharging to the Main Drain. **Figure 6-28** shows the flooding depth resulting from the 100-year 24-hour storm for existing conditions obtained from the existing XPSWMM model.

6.4 SUMMARY OF EXISTING DEFICIENCIES

6.4.1 North Basin

The following deficiencies have been documented at locations with flood depth greater than 1.6 feet of flood depth in Table 6.5. The criteria of 1.6 feet has been established by the City to represent the approximate flood depth contained within the public right-of-way for a typical street section, with one foot of freeboard to adjacent building pads. Specific pad elevations have been estimated from the available LiDAR topographic data to establish if a given location will have significant flooding in the 100-year storm. Flooding deficiencies are found in the RD537/RD811 Watershed,

Deerwood and Lock Watershed, and Causeway and Racetrack Watershed and can be seen in **Figure 6-6** RD537/RD811 Watershed (West), **Figure 6-7** RD537/RD811 Watershed (East), **Figure 6-8** Causeway and Racetrack Watershed (West), **Figure 6-9** Causeway and Racetrack Watershed (Central), **Figure 6-10** Causeway and Racetrack Watershed (East), **Figure 6-15** Deerwood and Lock Watershed. The remaining watersheds have flood depths less than or equal to 1.6 feet. A full table of all results can be found in Appendix 6.

Table 6.5 North Basin: Deficiencies						
Node ID	Ground Elevation (ft, NGVD29)	Pad Elevation (ft, NGVD29)	Existing Conditions WSEL (ft, NGVD29)	Existing Flood depth above ground (ft)	Existing Flood depth above pad (ft)	Notes
RD537/RD811 Watershed						
81M095	11.0	19.0	14.4	3.4	-4.6	Underpass
81M619	15.5	16.6	17.9	1.3	1.5	
81M742	11.6	13.1	14.0	2.4	0.9	
81M821	11.9	13.3	14.2	2.2	0.9	
81M069	7.6	14.0	9.5	1.9	-4.5	Underpass
81M824	12.4	14.2	14.3	1.9	0.1	
81M846	16.5	16.8	18.1	1.6	1.3	
81M544	13.6	17.9	16.0	2.4	-1.9	
81M772	14.0	14.8	15.5	1.5	0.7	
Deerwood and Lock Watershed						
DW_WW	12.1	12.1	14.3	2.2	2.2	
LKOV16	14.6	15.6	16.8	2.2	1.2	
Causeway and Racetrack Watershed						
CWM160	11.2	16.0	14.2	3.0	-1.8	Underpass

Table 6.5 North Basin: Deficiencies

Node ID	Ground Elevation (ft, NGVD29)	Pad Elevation (ft, NGVD29)	Existing Conditions WSEL (ft, NGVD29)	Existing Flood depth above ground (ft)	Existing Flood depth above pad (ft)	Notes
CWI918	11.9	13.3	14.7	2.7	1.4	
CWI914	10.8	13.0	13.5	2.7	0.5	
CWI994	12.0	14.0	14.6	2.5	0.6	
CWM896	11.0	11.0	13.4	2.4	2.4	
RTM229	11.8	13.8	14.2	2.4	0.4	
CWI898	11.1	12.9	13.4	2.4	0.5	
CWM608	11.6	13.7	13.9	2.4	0.2	
CWM577	10.4	10.9	12.7	2.3	1.8	
CWI900	11.1	12.9	13.4	2.3	0.5	
CWOVS25	14.0	17.0	16.2	2.2	-0.8	
CWI952	12.0	14.0	14.0	2.0	0.0	
CWM912	12.0	13.0	13.9	1.9	0.9	
CWI208	11.6	15.0	13.5	1.9	-1.5	
CWI720	13.3	16.0	15.2	1.9	-0.8	
CWI924	11.6	13.2	13.5	1.9	0.3	
CWO148	13.0	15.0	14.9	1.9	-0.1	
CWM685	14.8	14.6	16.7	1.9	2.1	
CWI202	11.7	15.0	13.5	1.8	-1.5	

Node ID	Ground Elevation (ft, NGVD29)	Pad Elevation (ft, NGVD29)	Existing Conditions WSEL (ft, NGVD29)	Existing Flood depth above ground (ft)	Existing Flood depth above pad (ft)	Notes
CWI397	7.2	8.7	9.1	1.8	0.4	
CWM607	12.0	13.7	13.8	1.8	0.1	
RTM163	8.1	9.0	9.9	1.8	0.9	
CWI992	12.6	14.0	14.4	1.8	0.4	
CWM187	14.6	16.0	16.3	1.7	0.3	
CWI746	19.1	20.0	20.8	1.7	0.8	
RTM166	8.2	9.0	9.9	1.7	0.9	
CWI544	13.9	16.0	15.6	1.7	-0.4	
CWI972	12.2	14.0	13.8	1.6	-0.2	
CWM184	14.6	16.0	16.3	1.6	0.3	
CWM556	11.1	12.8	12.8	1.6	0.0	
CWI541	14.0	16.0	15.6	1.6	-0.4	
CWM863	10.2	14.0	11.8	1.6	-2.2	Underpass

6.4.2 South Basin

The largest system deficiency in the existing South Basin is located within the Gateway/Stonegate watershed. Due to the use of increased imperviousness values to represent the existing condition and 2009 Yolo County rainfall frequency data, the current pipe/detention/pump system is not sized to safely handle the 100-year storm without flooding existing structures. The detention basin

footprint and depth cannot be expanded due to the physical site constraints associated with existing streets and structures and the depth to groundwater.

In order to alleviate existing flooding for existing development within the Gateway/Stonegate watershed, conveyance and pumping improvements must be implemented to more effectively drain existing detention storage. Increased pumping will increase flow in the Main Drain, which will trigger culvert improvements at Jefferson Boulevard (at the intersection of Lake Washington Boulevard), at Marshall Road, and at Jefferson Boulevard (at the intersection of Bevan Road).

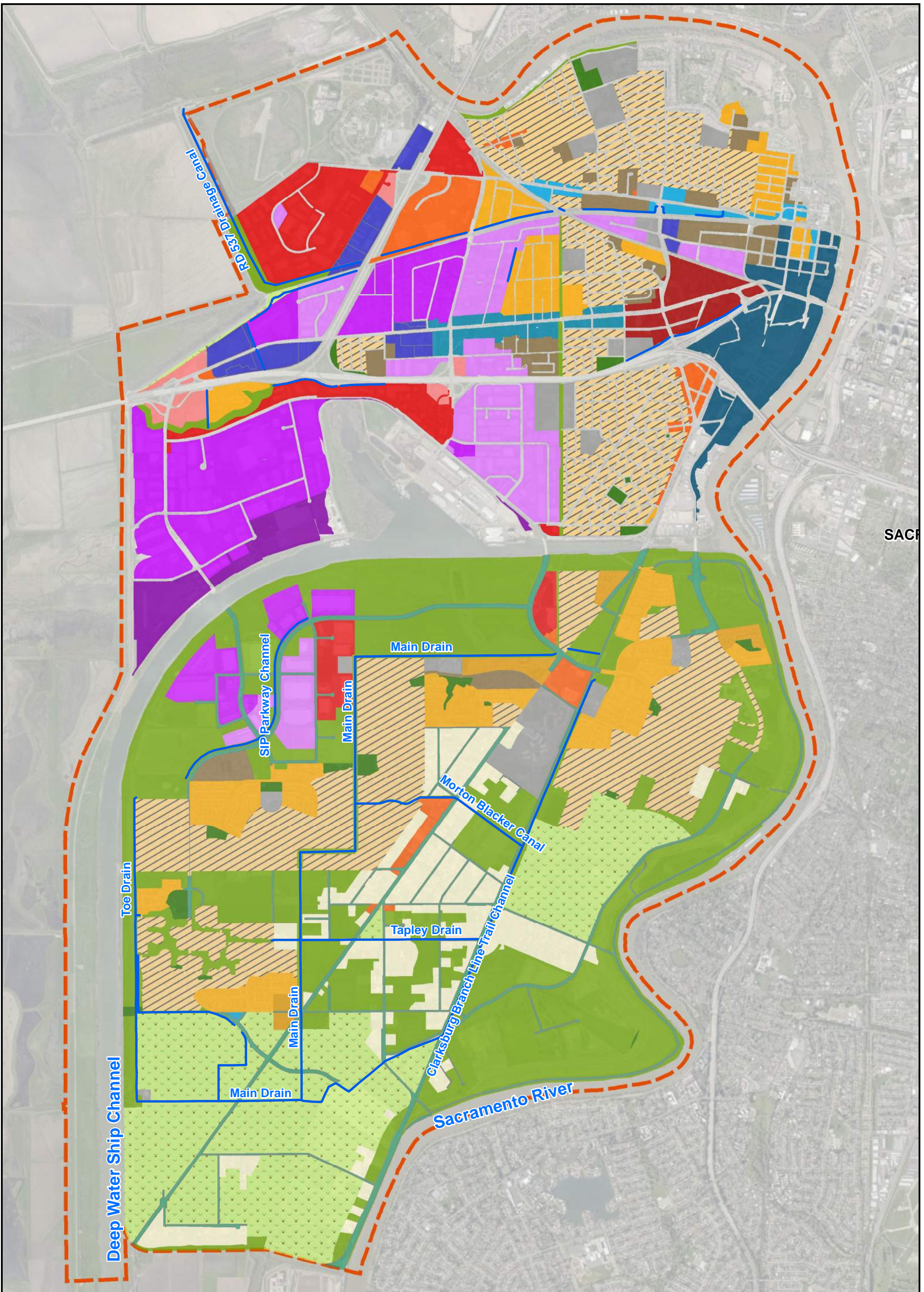
The second area affected by system deficiencies is within the Parlin Ranch development. However, the localized street flooding occurring under existing conditions is due to undeveloped land to the east being temporarily routed through developed streets. These areas will be directed along a different overland flow path to the detention basin once final developed street layouts are constructed. Alleviating existing flooding before new streets are constructed could be achieved with the construction of a temporary earthen barrier to redirect undeveloped runoff southward and into open space areas draining into the upstream end of the Blacker Morton Drain.

Performance History

Fortunately, the more recent development constructed within the last 20 years has not experienced a severe storm event. The evaluation of existing development constructed prior to 2000 shows those systems as capable of withstanding a 100-year event without flooding houses/structures. No information has been provided by the City to indicate any significant historical flood damage within the South Basin during large flood events such as those that occurred in 1997, 1995, or 1986. This is consistent with the findings under this master plan.

Results

Results of the existing condition XPSWMM model for South Basin are provided in Appendix xx, which summarizes the maximum hydraulic grade line (HGL), ground elevation and depth deficiency for all of the hydraulic nodes in the XPSWMM model. Figures 6-17 through 6-28 shows the locations of the deficient nodes in the drainage system for the South Basin. As shown by Figure 6-17 through 6-28, the major deficiency of the South Basin drainage system is the Gateway/Stonegate detention pond and pump station, as well as the culvert crossings along the Main Drain channel. Section 8 will discuss the approaches for future conditions modeling and proposed facility improvements in the South Basin.



SACR

Land Use			
	Agricultural		Public/Quasi-Public
	Business Park		Light-Industrial
	Central Business District		Low Density Residential
	Commercial		Medium High-Density Residential
	Corridor Mixed-Use		Medium-Density Residential
	Heavy-Industrial		Mixed-Commercial/Industrial
	High-Density Residential		Neighborhood Mixed-Use
	Highway-Service Commercial		Open Space
	Recreation and Parks		Water-Related Industrial
	Riverfront Mixed Use		City of West Sacramento Limit
	Rural Estates		Open Channel
	Rural Residential		
	Streets		

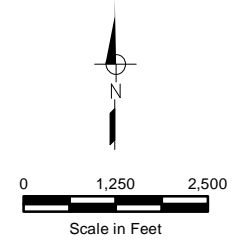
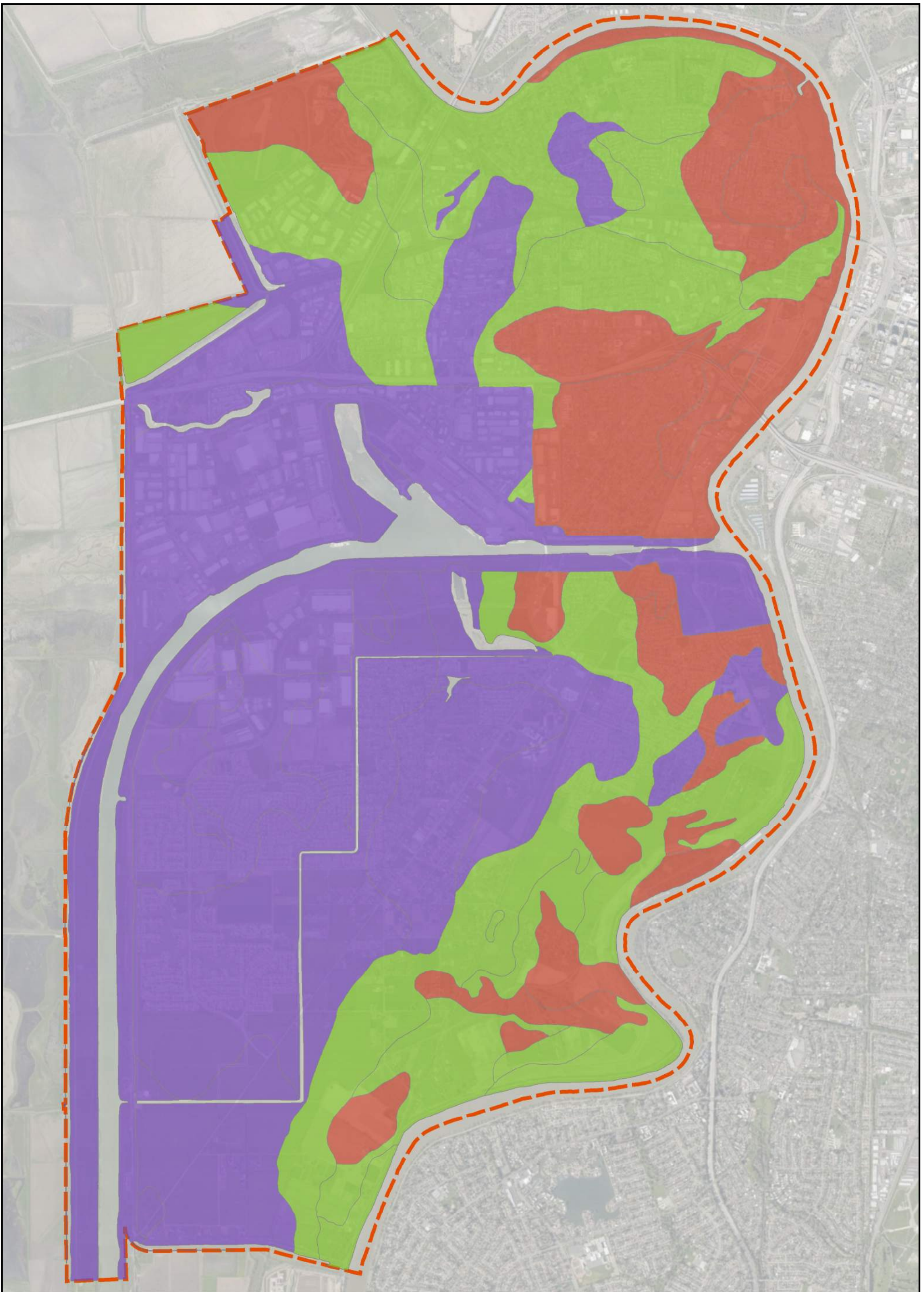


Figure 6-1
City of West Sacramento
SD/SW Master Plan Update
Existing Condition Land Use Map



Hydrological Soil Group

- B
- C
- D
- City of West Sacramento Limit

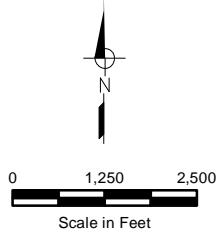


Figure 6-2
City of West Sacramento
SD/SW Master Plan Update
Soil Map



• Bathymetric Survey Points

City of West Sacramento Limit

CVFED LIDAR

Value

- High : 63.9335

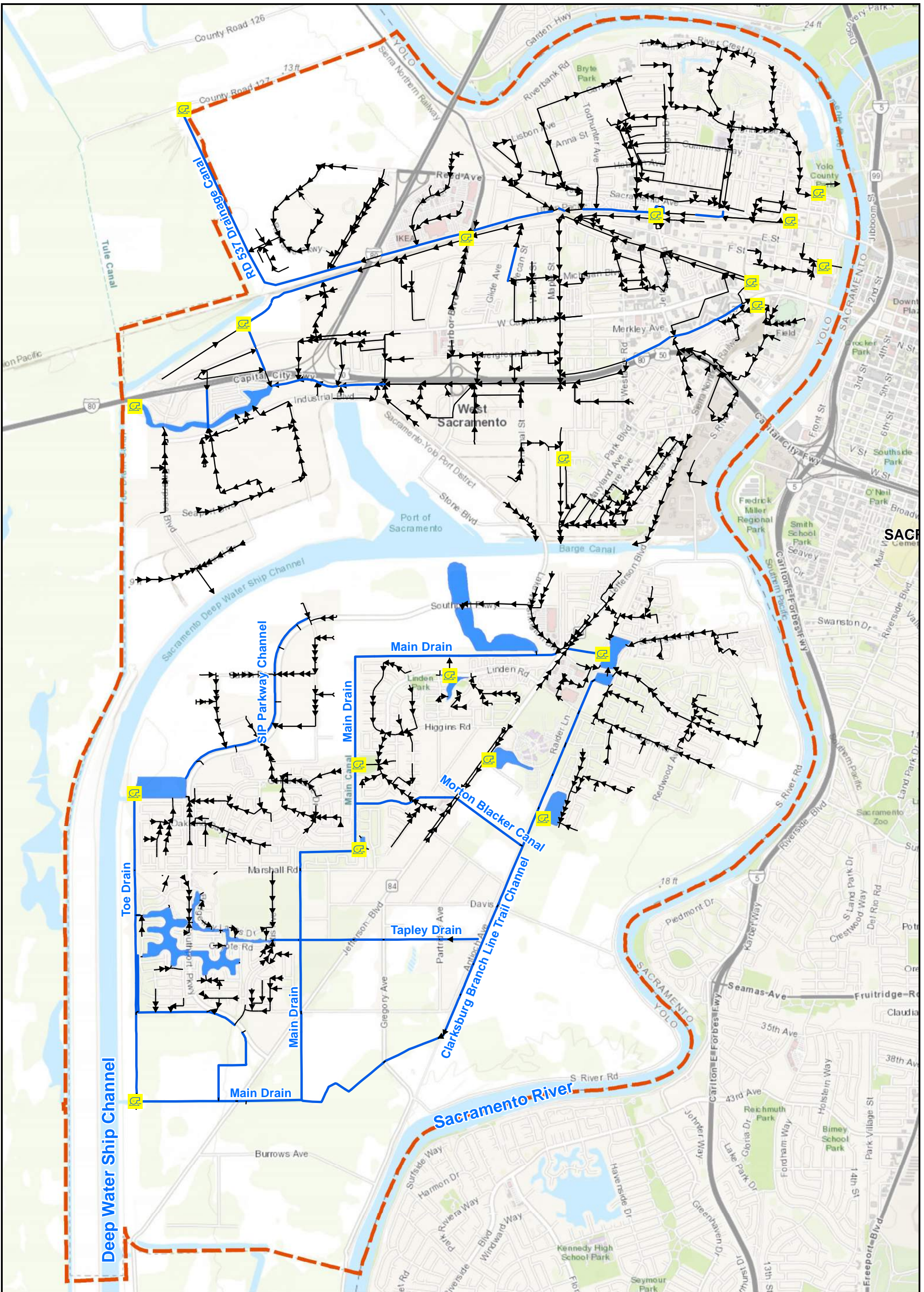
- Low : -1.98769









0 1,250 2,500
Scale in Feet



Figure 6-3
City of West Sacramento
SD/SW Master Plan Update
Topographic and Survey Map



-  Existing Pump Station
-  Open Channel
-  Storm Drain Pipes
-  Open Channel
-  Existing Detention Pond/Lake
-  City of West Sacramento Limit

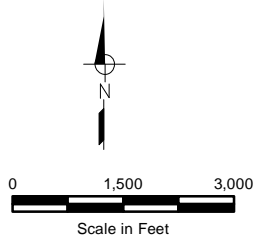
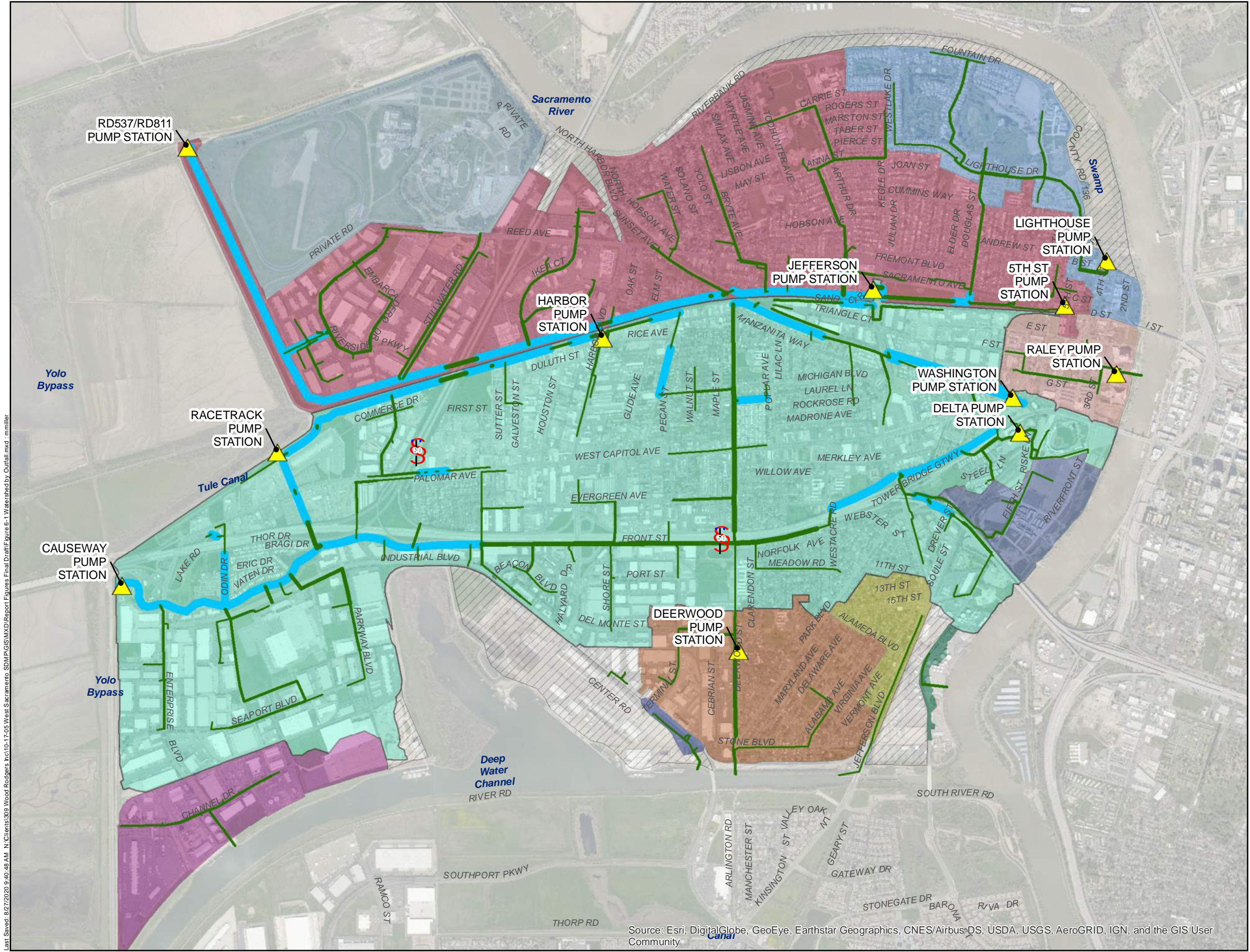
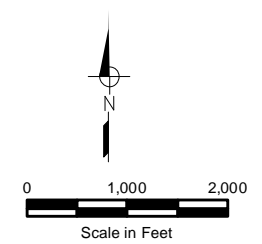


Figure 6-4
City of West Sacramento
SD/SW Master Plan Update
Storm Drain Network Map



- Watershed by Outfall**
- Areas Outside of Study Criteria
 - Causeway and Racetrack
 - Deep Water Channel
 - Deerwood and Lock
 - Bridge District East Shed Infiltration
 - Lighthouse Pump Station
 - Lock
 - Port of West Sacramento
 - RD537/RD811 Pump Station
 - Raley Pump Station
 - Sacramento River
 - CHP Academy Watershed
- Pipe Diameter (inches)**
- 0 - 33
 - 33 - 54
 - 54 - 72
 - 72 - 96
 - Channel or Ditch
 - Storm Pump Station

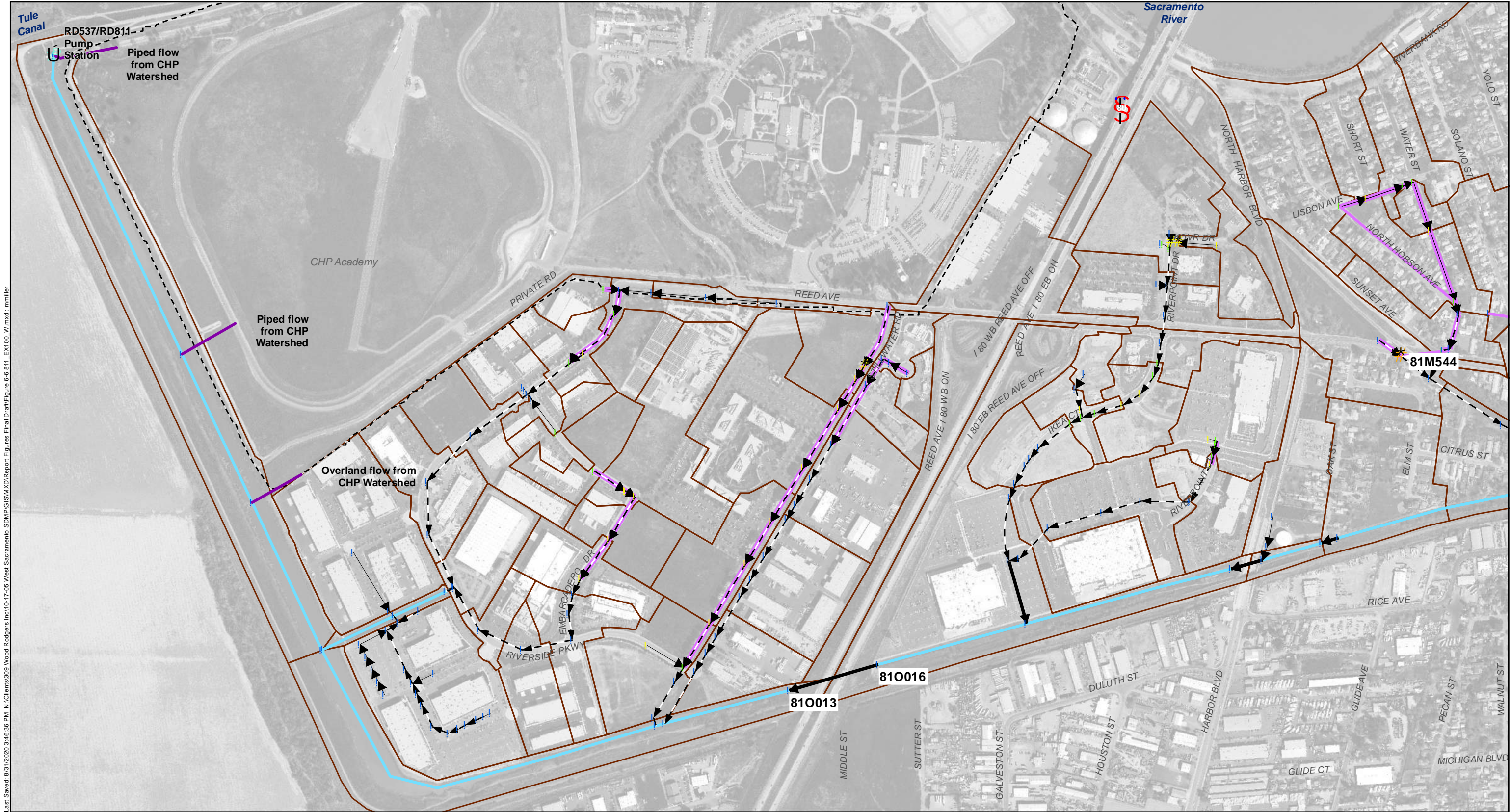


**Figure 6-5
Major Watersheds by Outfall**

City of West Sacramento
Storm Drainage/
Storm Water Master Plan Update
September 2020

Last Saved: 8/27/2020 9:40:48 AM N:\Clients\303 Wood Rodgers Inc\10-17-05 West Sacramento SDMP\GIS\MXD\Report Figures\Final\Draft\Figure 6-1 Watershed by Outfall.mxd :mmiller

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus/DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



Last Saved: 8/31/2020 3:46:36 PM N:\Clients\309 Wood Rodgers Inc\10-17-05 West Sacramento SDMP\GIS\W\XD\Report Figures Final Draft\Figure 6-6 811_EX100_W.mxd - mmiller

Existing Components

- Pump
- Subshed
- CHP Watershed
- Overland Flow
- Inter-Watershed Flow
- Open Channel

Conduit and Overland Flow

- Conduit - 21-inch to 30-inch
- Conduit - 30-inch to 54-inch
- Conduit - Greater than 54-inch

Storage Node - Flood Depth (feet)

- No Flooding
- 0.0 - 0.6
- 0.6 - 1.6
- 1.6 - 3.0
- 3.0 - 4.1

Model Node - Flood Depth (feet)

- No Flooding
- 0.0 - 0.6
- 0.6 - 1.6
- 1.6 - 3.0
- 3.0 - 4.1

Notes:
1. 0.6-foot represents the approximate flood depth contained within the public right-of-way for a typical street section

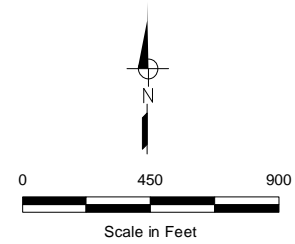
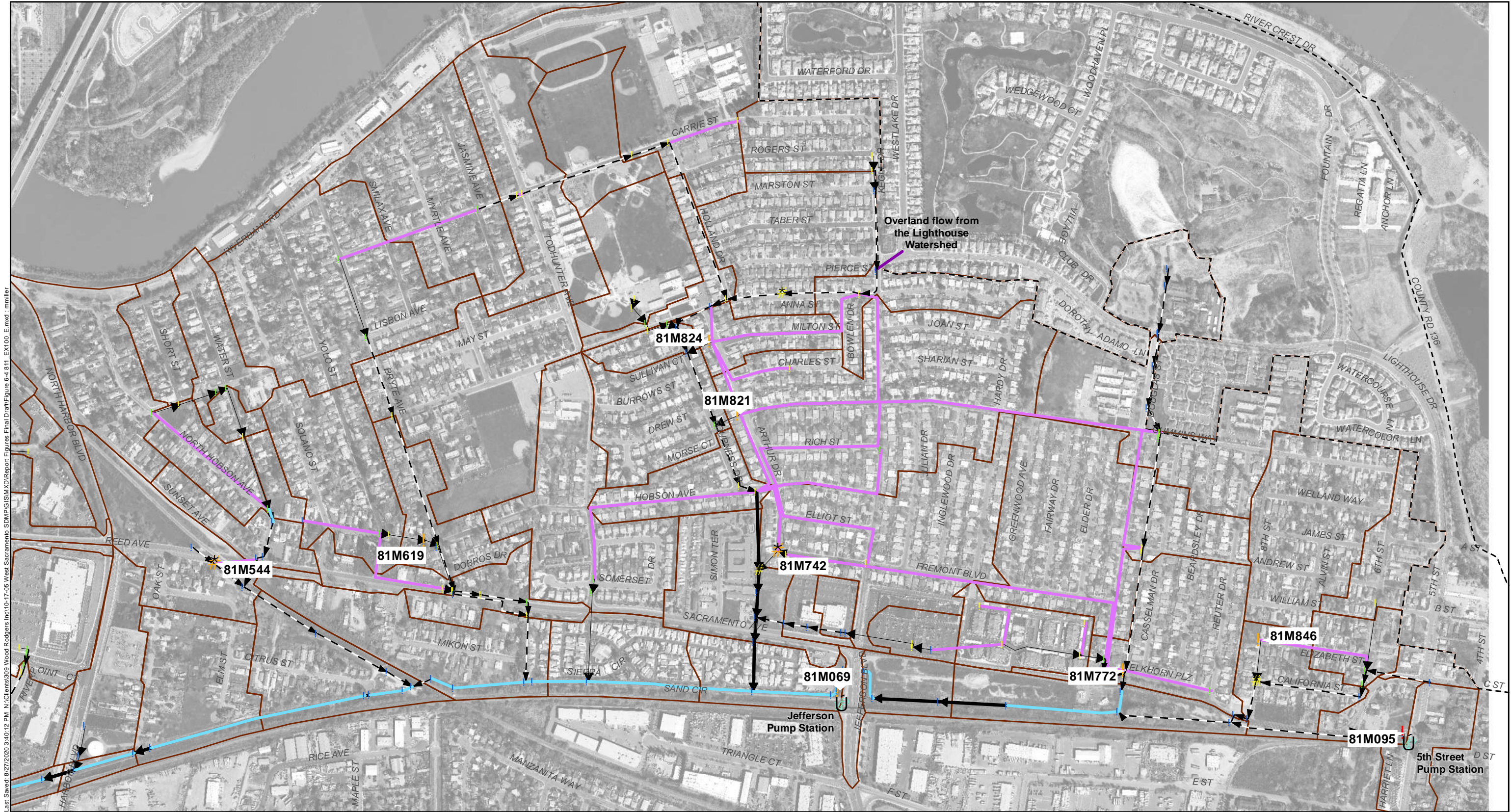


Figure 6-6
RD537/RD811 Watershed (West) Flood Results

Existing Conditions
100-Year Storm

City of West Sacramento
Storm Drainage/Storm Water Master Plan Update
September 2020



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Existing Components

- Pump
- Subshed
- Lighthouse Watershed
- Overland Flow
- Inter-Watershed Flow
- Open Channel Flow

- Conduit and Overland Flow
- Conduit - 21-inch to 30-inch
- Conduit - 30-inch to 54-inch
- Conduit - Greater than 54-inch

Storage Node - Flood Depth (feet)	Model Node - Flood Depth (feet)
No Flooding	No Flooding
0.0 - 0.6	0.0 - 0.6
0.6 - 1.6	0.6 - 1.6
1.6 - 3.0	1.6 - 3.0
3.0 - 4.1	3.0 - 4.1

Notes:
1. 0.6-foot represents the approximate flood depth contained within the public right-of-way for a typical street section.

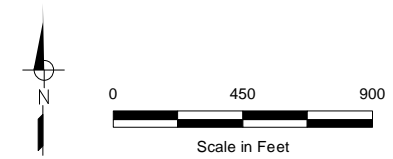
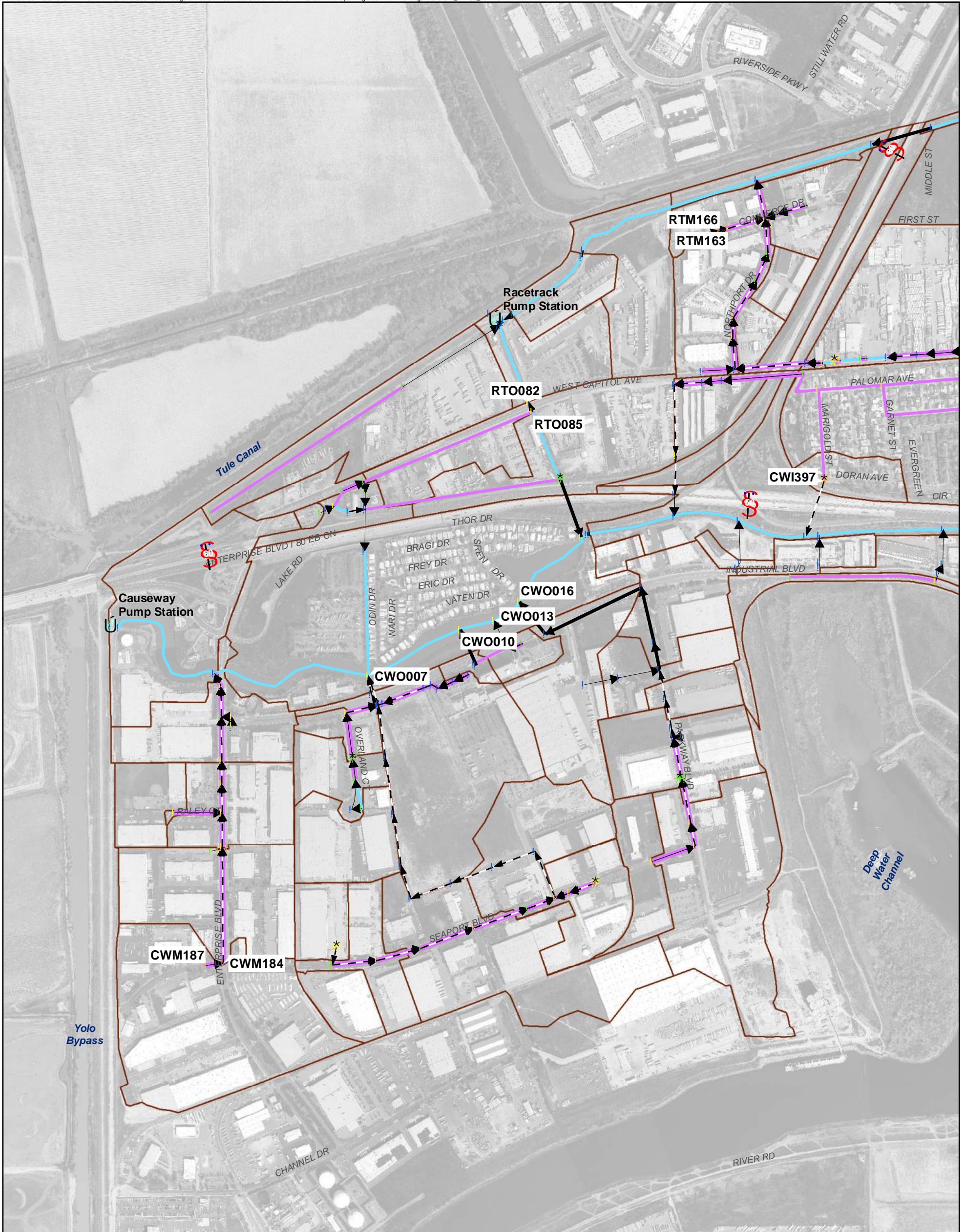


Figure 6-7
RD537/RD811 Watershed (East) Flood Results

Existing Conditions
100-Year Storm

City of West Sacramento
Storm Drainage/Storm Water Master Plan Update
September 2020



Existing Components

- Pump
- Subshed
- Inter-Watershed Flow
- Overland Flow
- Open Channel Flow
- Conduit and Overland Flow
- Conduit - 21-inch to 30-inch
- Conduit - 30-inch to 54-inch
- Conduit - Greater than 54-inch

Storage Node - Flood Depth (feet)

- No Flooding
- 0.0 - 0.6
- 0.6 - 1.6
- 1.6 - 3.0
- 3.0 - 4.1

Model Node - Flood Depth (feet)

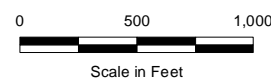
- No Flooding
- 0.0 - 0.6
- 0.6 - 1.6
- 1.6 - 3.0
- 3.0 - 4.1

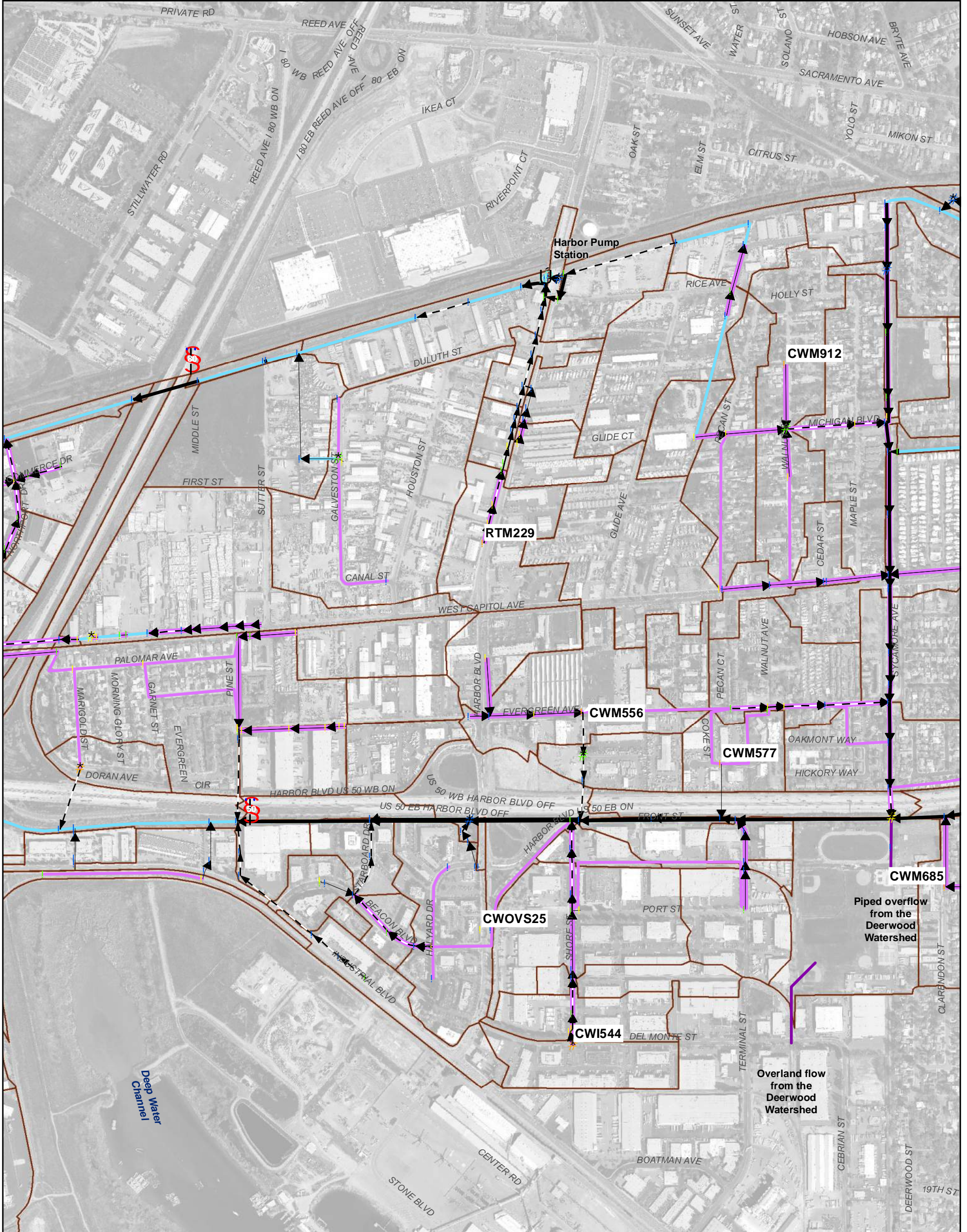
Notes:
1. 0.6-foot represents the approximate flood depth contained within the public right-of-way for a typical street section.

Figure 6-8
Causeway and Racetrack
Watershed (West)
Flood Results

Existing Conditions
100-Year Storm

City of West Sacramento
Storm Drainage/Storm Water Master Plan Update
September 2020





Existing Components

- Pump
- Subshed
- Inter-Watershed Flow
- Overland Flow
- Open Channel Flow
- Conduit and Overland Flow
- Conduit - 21-inch to 30-inch
- Conduit - 30-inch to 54-inch
- Conduit - Greater than 54-inch

Storage Node - Flood Depth (feet)

- No Flooding
- 0.0 - 0.6
- 0.6 - 1.6
- 1.6 - 3.0
- 3.0 - 4.1

Model Node - Flood Depth (feet)

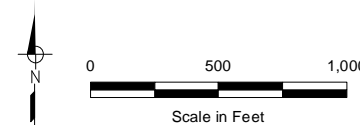
- No Flooding
- 0.0 - 0.6
- 0.6 - 1.6
- 1.6 - 3.0
- 3.0 - 4.1

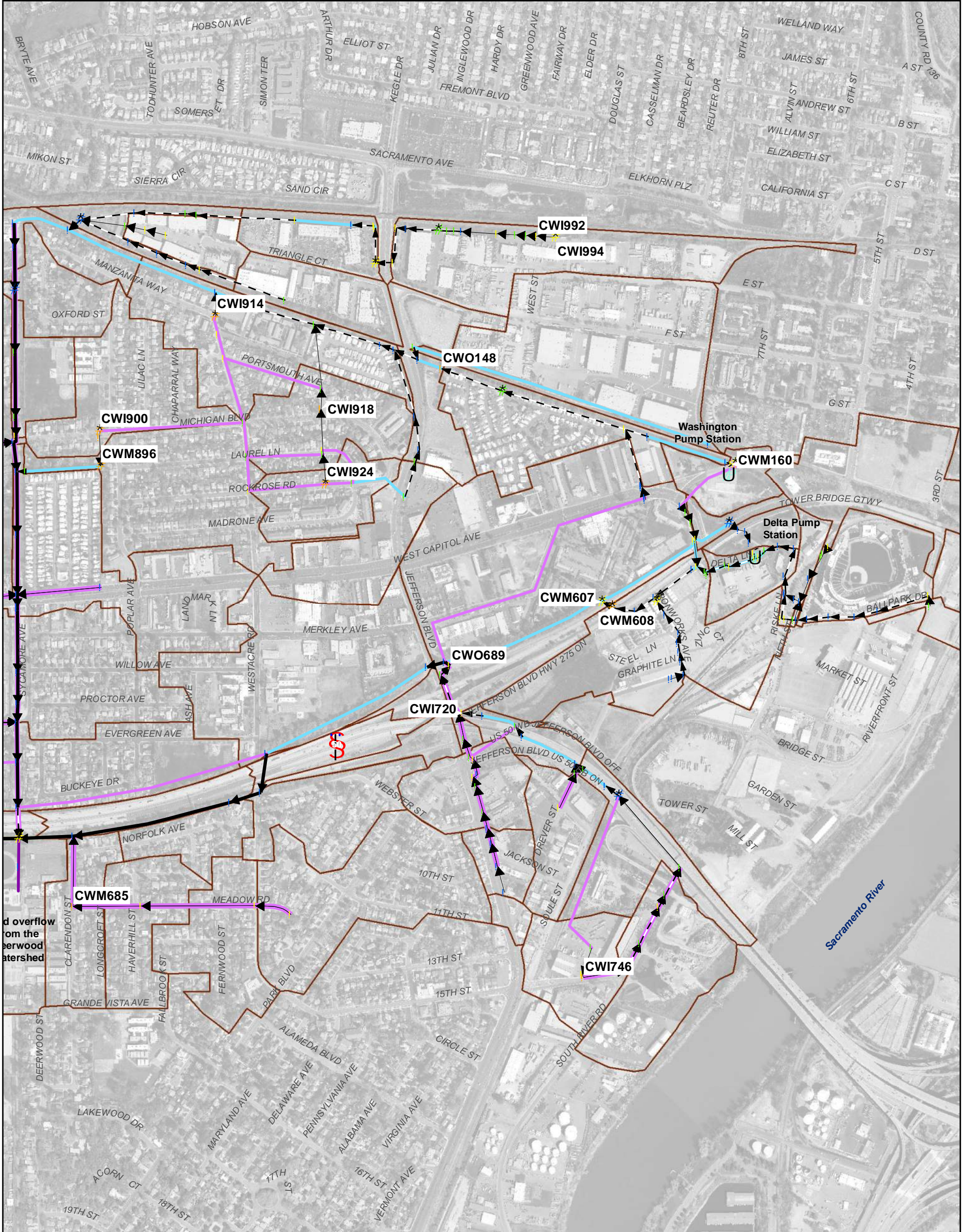
Notes:
1. 0.6-foot represents the approximate flood depth contained within the public right-of-way for a typical street section.

**Figure 6-9
Causeway and Racetrack
Watershed (Central)
Flood Results**

**Existing Conditions
100-Year Storm**

City of West Sacramento
Storm Drainage/Storm Water Master Plan Update
September 2020





Existing Components

- Pump
- Subshed
- Inter-Watershed Flow
- Overland Flow
- Open Channel Flow
- Conduit and Overland Flow
- Conduit - 21-inch to 30-inch
- Conduit - 30-inch to 54-inch
- Conduit - Greater than 54-inch

Storage Node - Flood Depth (feet)

- No Flooding
- 0.0 - 0.6
- 0.6 - 1.6
- 1.6 - 3.0
- 3.0 - 4.1

Model Node - Flood Depth (feet)

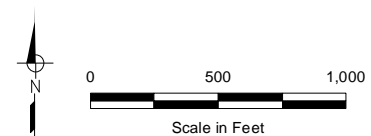
- No Flooding
- 0.0 - 0.6
- 0.6 - 1.6
- 1.6 - 3.0
- 3.0 - 4.1

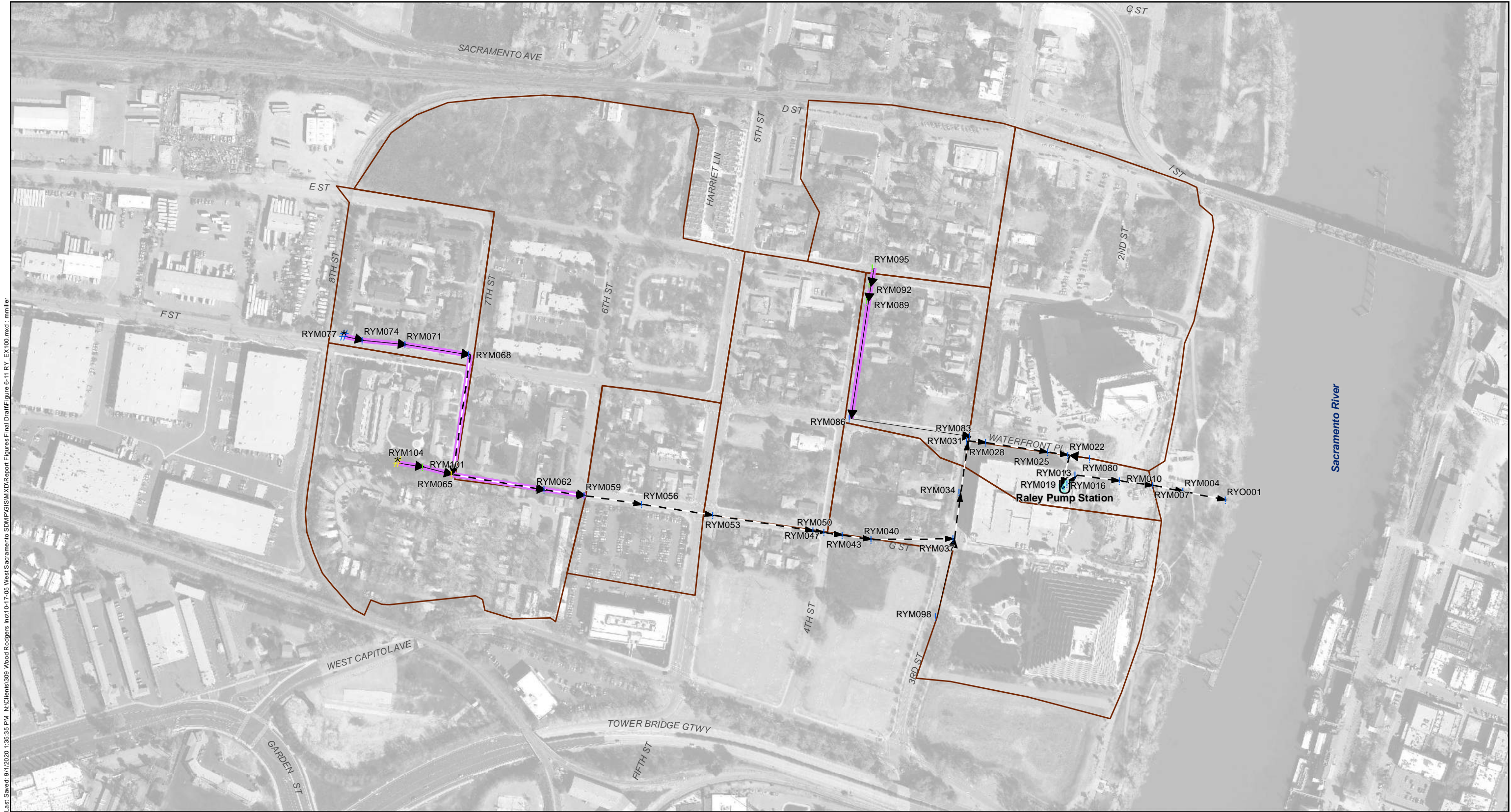
Notes:
1. 0.6-foot represents the approximate flood depth contained within the public right-of-way for a typical street section.

**Figure 6-10
Causeway and Racetrack
Watershed (East)
Flood Results**

**Existing Conditions
100-Year Storm**



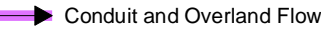
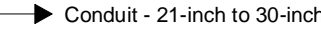
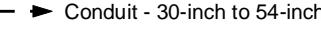

City of West Sacramento
Storm Drainage/Storm Water Master Plan Update
September 2020










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
Existing Components

-  Pump
-  Subshed
-  Conduit and Overland Flow
-  Conduit - 21-inch to 30-inch
-  Conduit - 30-inch to 54-inch
-  Conduit - Greater than 54-inch

Storage Node - Flood Depth (feet)

-  No Flooding
-  0.0 - 0.6
-  0.6 - 1.6
-  1.6 - 3.0
-  3.0 - 4.1

Model Node - Flood Depth (feet)

-  No Flooding
-  0.0 - 0.6
-  0.6 - 1.6
-  1.6 - 3.0
-  3.0 - 4.1

Notes:
 1. 0.6-foot represents the approximate flood depth contained within the public right-of-way for a typical street section

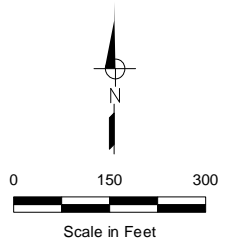
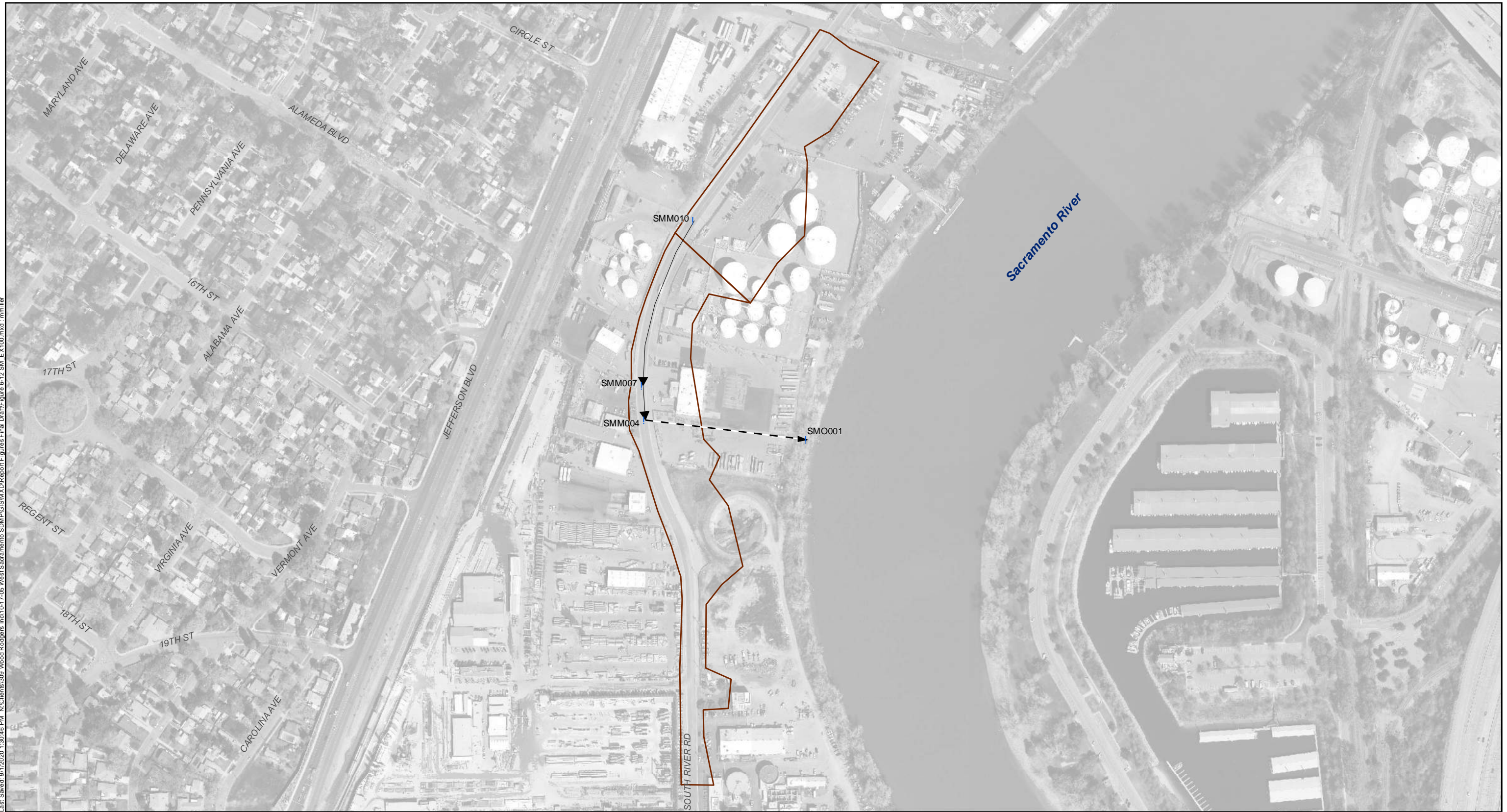


Figure 6-11
Raley Pump Station Watershed Flood Results

Existing Conditions
100-Year Storm

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Existing Components

- Subshed
- Conduit - 21-inch to 30-inch
- Conduit - 30-inch to 54-inch
- Conduit - Greater than 54-inch

Model Node - Flood Depth (feet)

- ! No Flooding
- ! 0.0 - 0.6
- ! 0.6 - 1.6
- ! 1.6 - 3.0
- ! 3.0 - 4.1

Notes:
 1. 0.6-foot represents the approximate flood depth contained within the public right-of-way for a typical street section

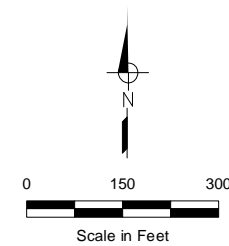
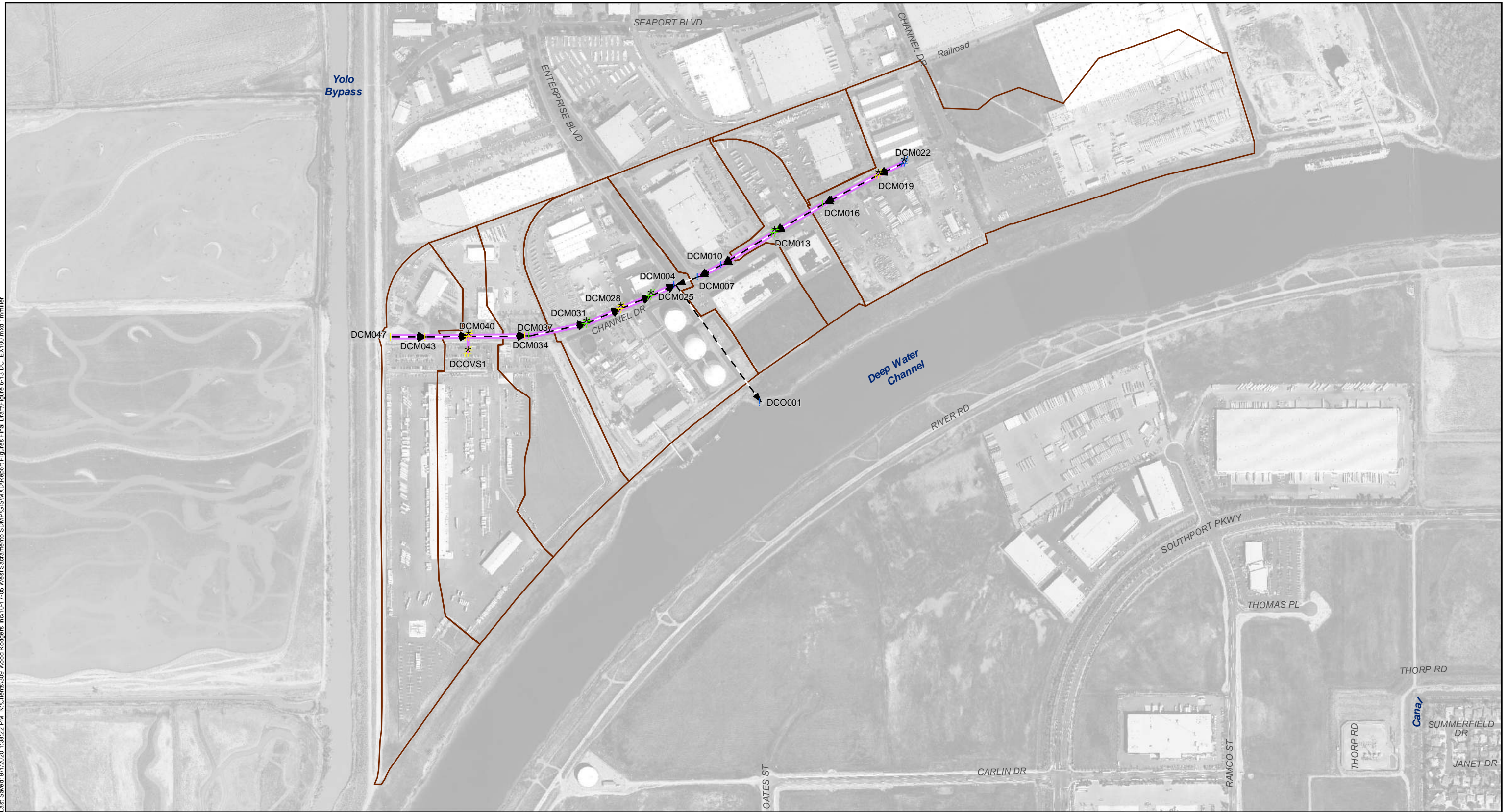


Figure 6-12 Sacramento River Watershed Flood Results

Existing Conditions 100-Year Storm

City of West Sacramento
 Storm Drainage/Storm Water Master Plan Update
 September 2020

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Model Components

- Subshed
- Overland Flow
- Conduit and Overland Flow
- Conduit - 21-inch to 30-inch
- Conduit - 30-inch to 54-inch
- Conduit - Greater than 54-inch

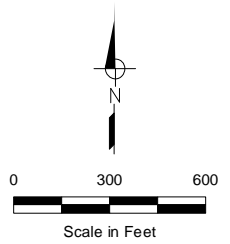
Storage Node - Flood Depth (feet)

- # No Flooding
- # 0.0 - 0.6
- # 0.6 - 1.6
- # 1.6 - 3.0
- # 3.0 - 4.1

Model Node - Flood Depth (feet)

- ! No Flooding
- ! 0.0 - 0.6
- ! 0.6 - 1.6
- ! 1.6 - 3.0
- ! 3.0 - 4.1

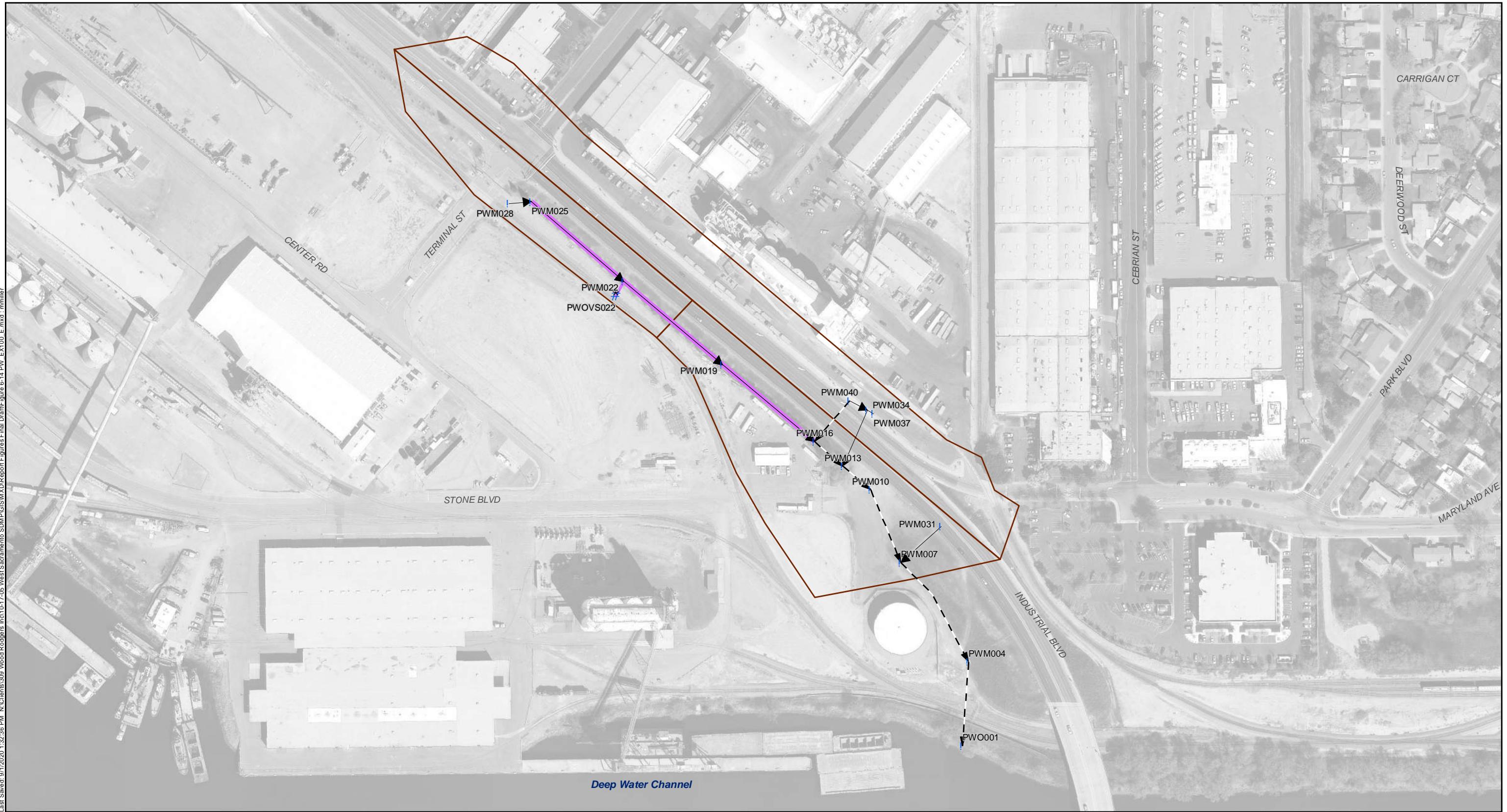
Notes:
 1. 0.6-foot represents the approximate flood depth contained within the public right-of-way for a typical street section



**Figure 6-13
 Deep Water Channel Watershed Flood Results**

**Existing Conditions
 100-Year Storm**

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Existing Components

- Subshed
- Conduit and Overland Flow
- Conduit - 21-inch to 30-inch
- Conduit - 30-inch to 54-inch
- Conduit - Greater than 54-inch

Storage Node - Flood Depth (feet)

- No Flooding
- 0.0 - 0.6
- 0.6 - 1.6
- 1.6 - 3.0
- 3.0 - 4.1

Model Node - Flood Depth (feet)

- No Flooding
- 0.0 - 0.6
- 0.6 - 1.6
- 1.6 - 3.0
- 3.0 - 4.1

Notes:
 1. 0.6-foot represents the approximate flood depth contained within the public right-of-way for a typical street section

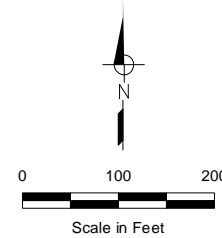
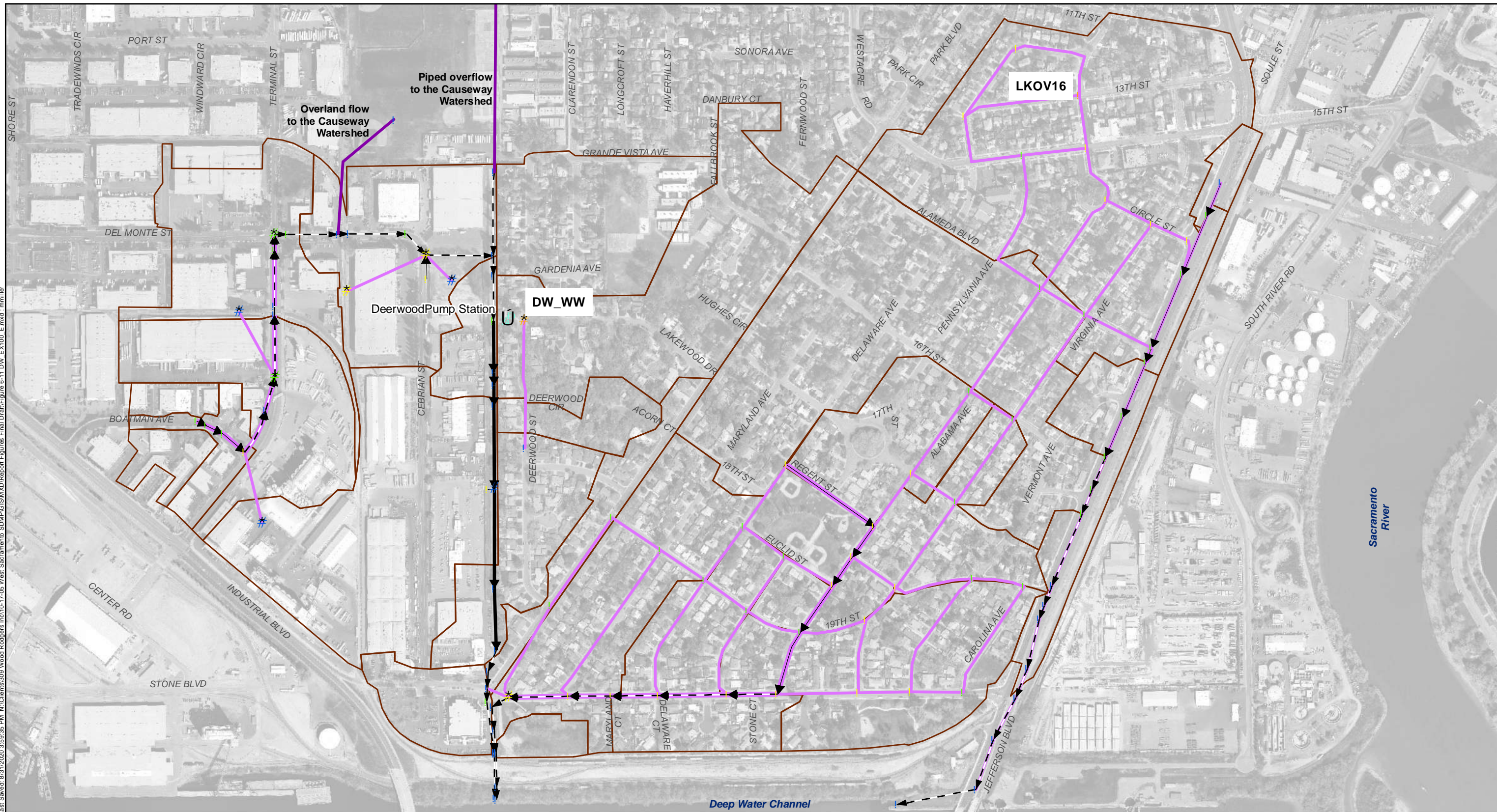


Figure 6-14
Port of West Sacramento Watershed Flood Results









Existing Conditions
100-Year Storm

City of West Sacramento
 Storm Drainage/Storm Water Master Plan Update
 September 2020






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Existing Components

-  Storm Pump Station
-  Subshed
-  Inter-Watershed Flow
-  Overland Flow
-  Conduit and Overland Flow
-  Conduit - 21-inch to 30-inch
-  Conduit - 30-inch to 54-inch
-  Conduit - Greater than 54-inch

Storage Node - Flood Depth (feet)

-  No Flooding
-  0.0 - 0.6
-  0.6 - 1.6
-  1.6 - 3.0
-  3.0 - 4.1

Model Node - Flood Depth (feet)

-  No Flooding
-  0.0 - 0.6
-  0.6 - 1.6
-  1.6 - 3.0
-  3.0 - 4.1

Notes:
1. 0.6-foot represents the approximate flood depth contained within the public right-of-way for a typical street section.

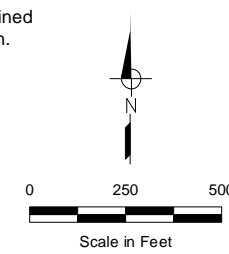


Figure 6-15
Deerwood and Lock Watershed Flood Results







Existing Conditions
100-Year Storm

City of West Sacramento
Storm Drainage/Storm Water Master Plan Update
September 2020






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Model Components

-  Pump
-  Lighthouse Watershed Boundary
-  Conduit - 21-inch to 30-inch
-  Conduit - 30-inch to 54-inch
-  Conduit - Greater than 54-inch
-  Inter-Watershed Flow

Storage Node - Flood Depth (feet)

-  No Flooding
-  0.0 - 0.6
-  0.6 - 1.6
-  1.6 - 3.0
-  3.0 - 4.1

Model Node - Flood Depth (feet)

-  No Flooding
-  0.0 - 0.6
-  0.6 - 1.6
-  1.6 - 3.0
-  3.0 - 4.1

Notes:

1. 0.6-foot represents the approximate flood depth contained within the public right-of-way for a typical street section

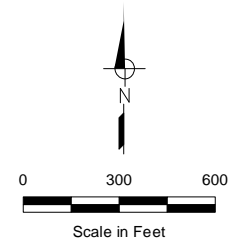


Figure 6-16
Lighthouse Watershed Flood Results

Existing Conditions
100-Year Storm

City of West Sacramento
Storm Drainage/Storm Water Master Plan Update
September 2020

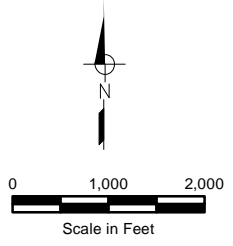
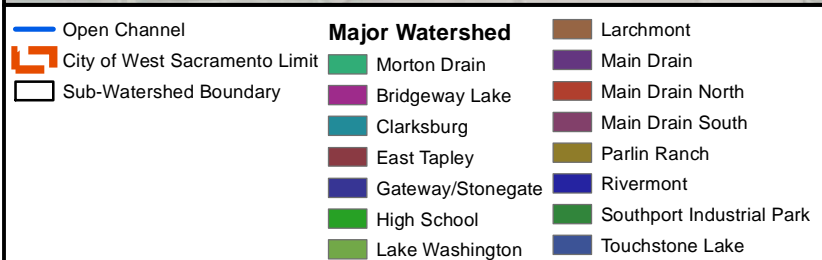
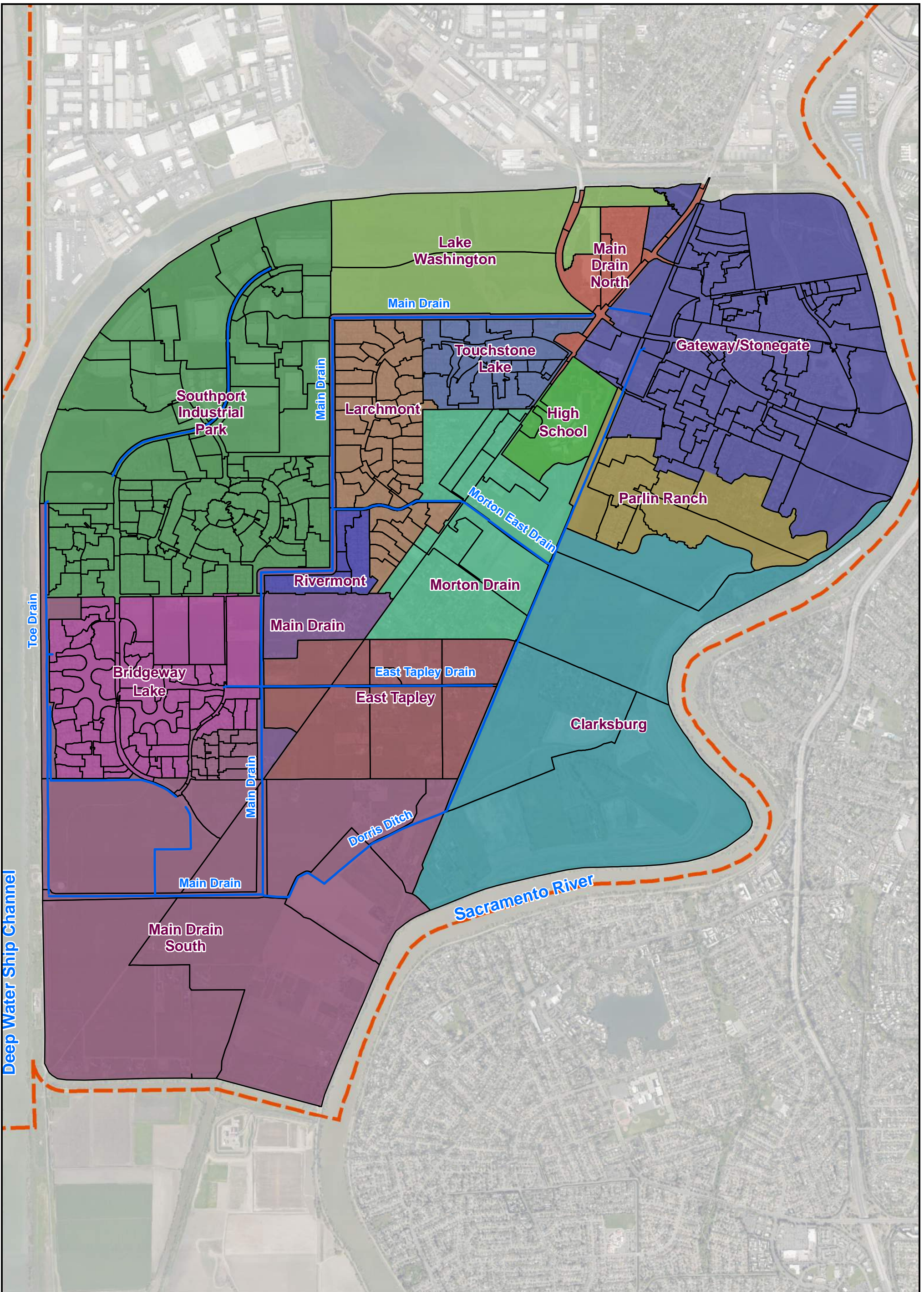
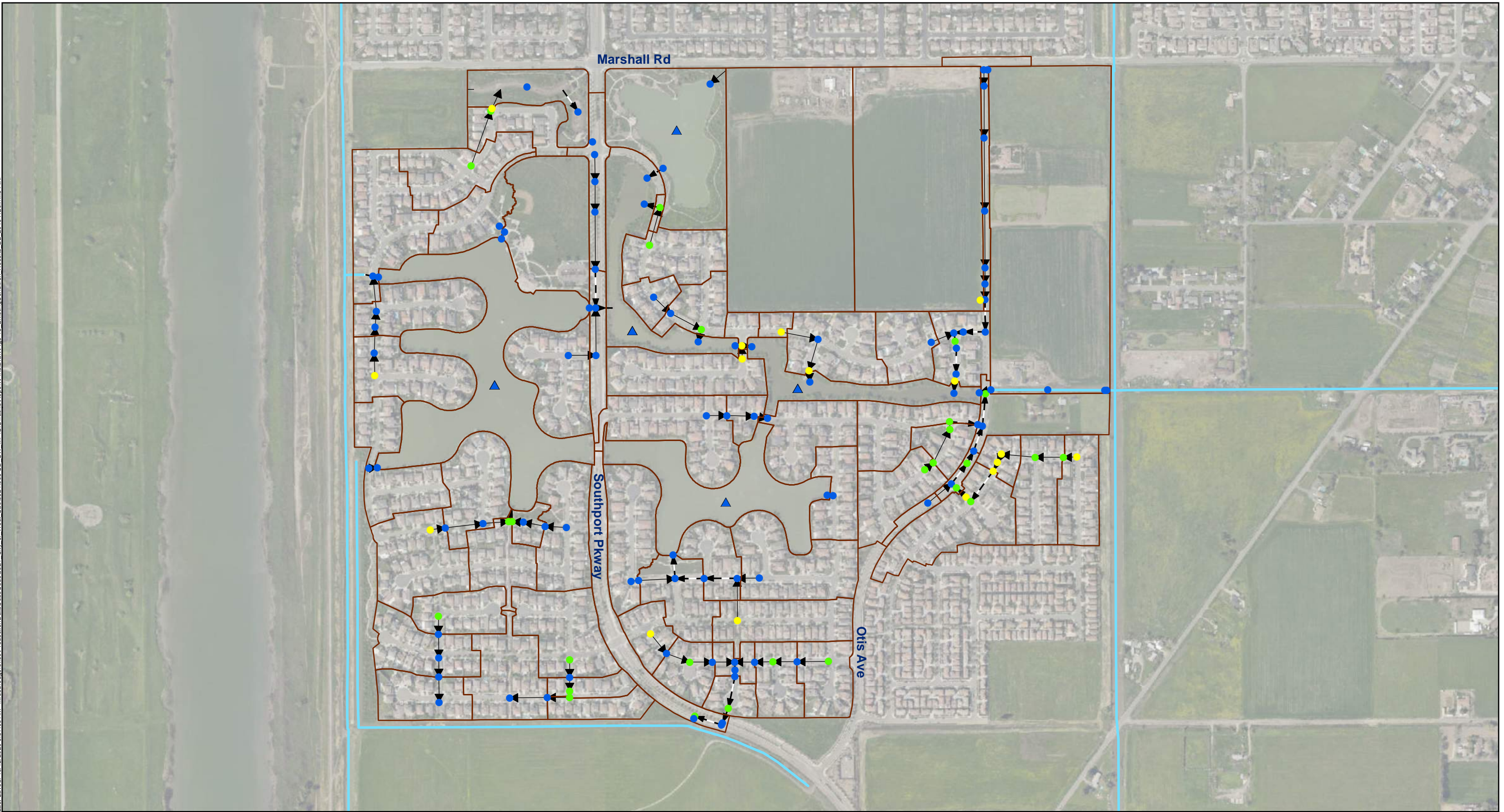


Figure 6-17
City of West Sacramento
SD/SW Master Plan Update
Watershed Map

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Model Components

- Catchment
- Open Channel
- Conduit - 21-inch to 30-inch
- Conduit - 30-inch to 54-inch
- Conduit - Greater than 54-inch

Storage Node - Flood Depth (feet)

- ▲ No Flooding
- ▲ 0.0 - 0.6
- ▲ 0.6 - 1.6
- ▲ 1.6 - 3.0
- ▲ Greater than 3.0

Manhole - Flood Depth (feet)

- No Flooding
- 0.0 - 0.6
- 0.6 - 1.6
- 1.6 - 3.0
- Greater than 3.0

Notes:

1. 0.6-foot represents the approximate flood depth contained within the public right-of-way for a typical street section

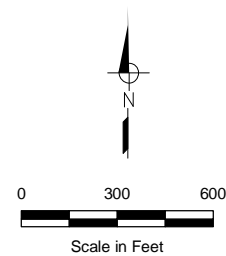
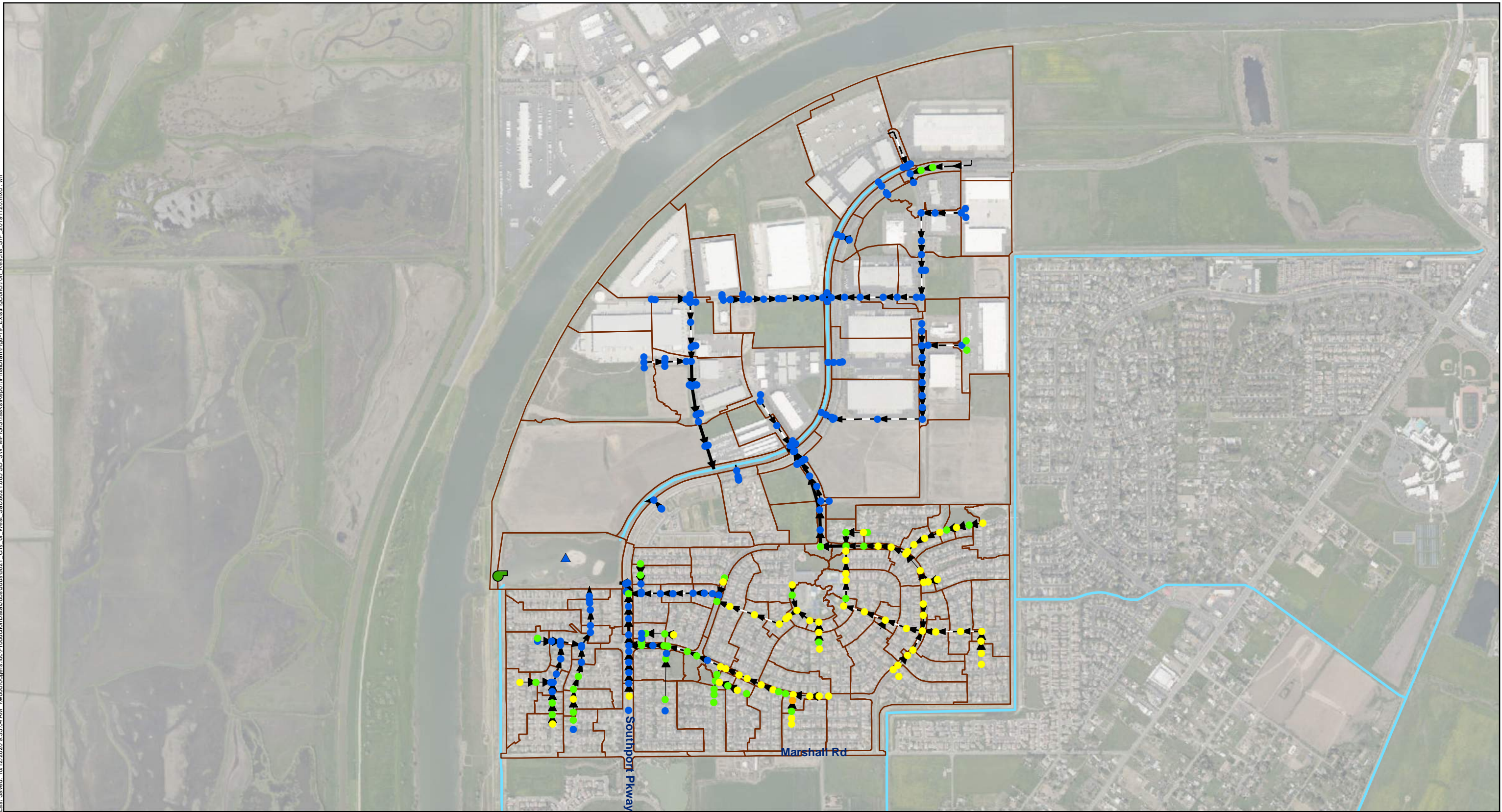


Figure 6-18
City of West Sacramento
SD/SW Master Plan Update
Existing Condition Results
Bridgeway Lake Watershed

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Model Components

- Pump Station
- Catchment
- Open Channel
- Conduit - 21-inch to 30-inch
- Conduit - 30-inch to 54-inch
- Conduit - Greater than 54-inch

Storage Node - Flood Depth (feet)

- No Flooding
- 0.0 - 0.6
- 0.6 - 1.6
- 1.6 - 3.0
- Greater than 3.0

Manhole - Flood Depth (feet)

- No Flooding
- 0.0 - 0.6
- 0.6 - 1.6
- 1.6 - 3.0
- Greater than 3.0

Notes:
1. 0.6-foot represents the approximate flood depth contained within the public right-of-way for a typical street section

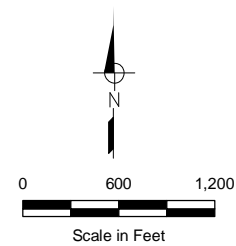
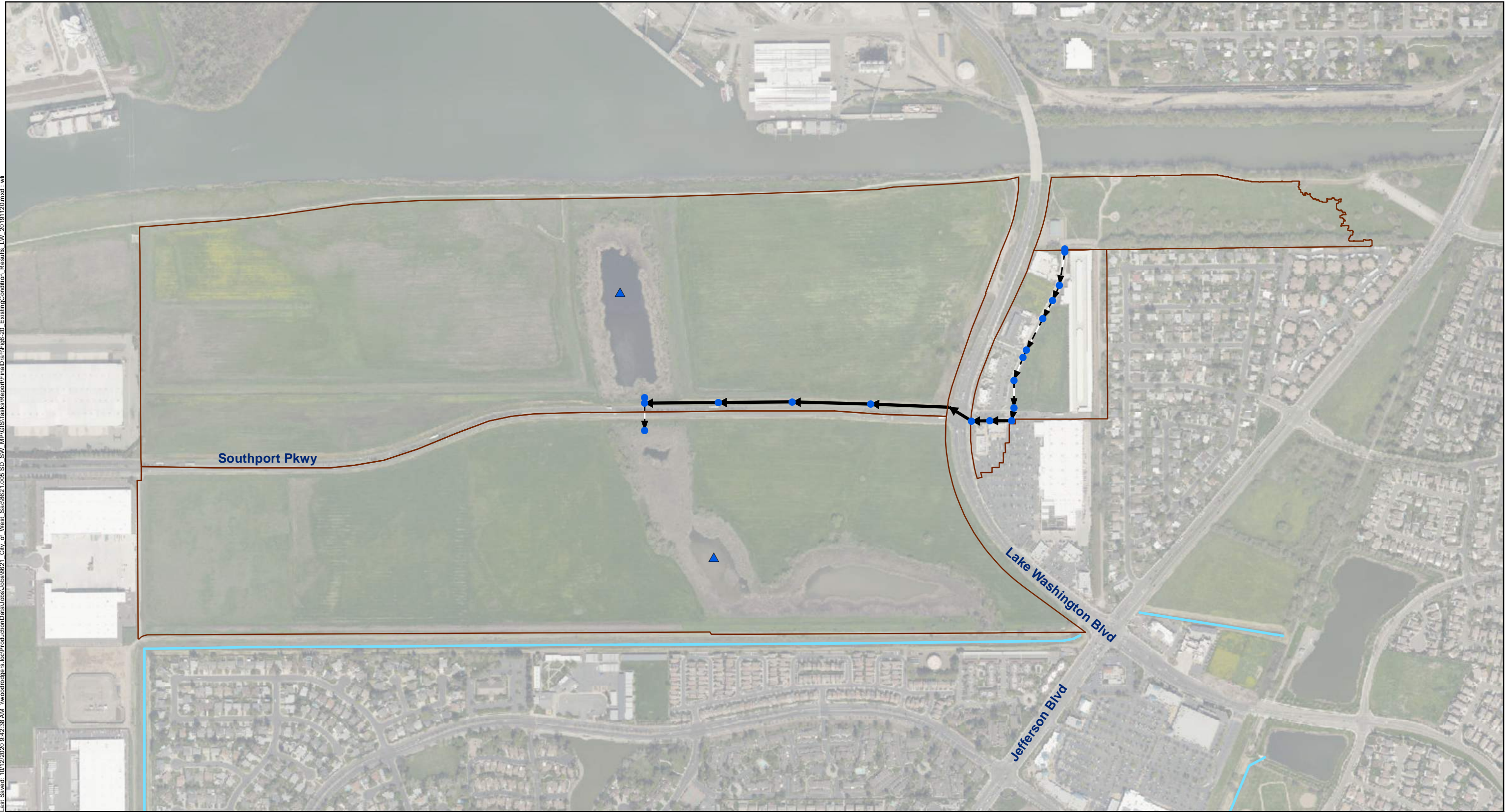


Figure 6-19
City of West Sacramento
SD/SW Master Plan Update
Existing Condition Results
Southport Industrial Park Watershed

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Model Components

- Catchment
- Open Channel
- Conduit - 21-inch to 30-inch
- Conduit - 30-inch to 54-inch
- Conduit - Greater than 54-inch

Storage Node - Flood Depth (feet)

- ▲ No Flooding
- ▲ 0.0 - 0.6
- ▲ 0.6 - 1.6
- ▲ 1.6 - 3.0
- ▲ Greater than 3.0

Manhole - Flood Depth (feet)

- No Flooding
- 0.0 - 0.6
- 0.6 - 1.6
- 1.6 - 3.0
- Greater than 3.0

Notes:
1. 0.6-foot represents the approximate flood depth contained within the public right-of-way for a typical street section

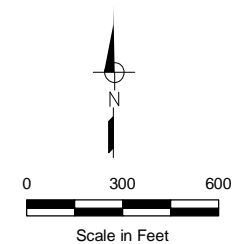
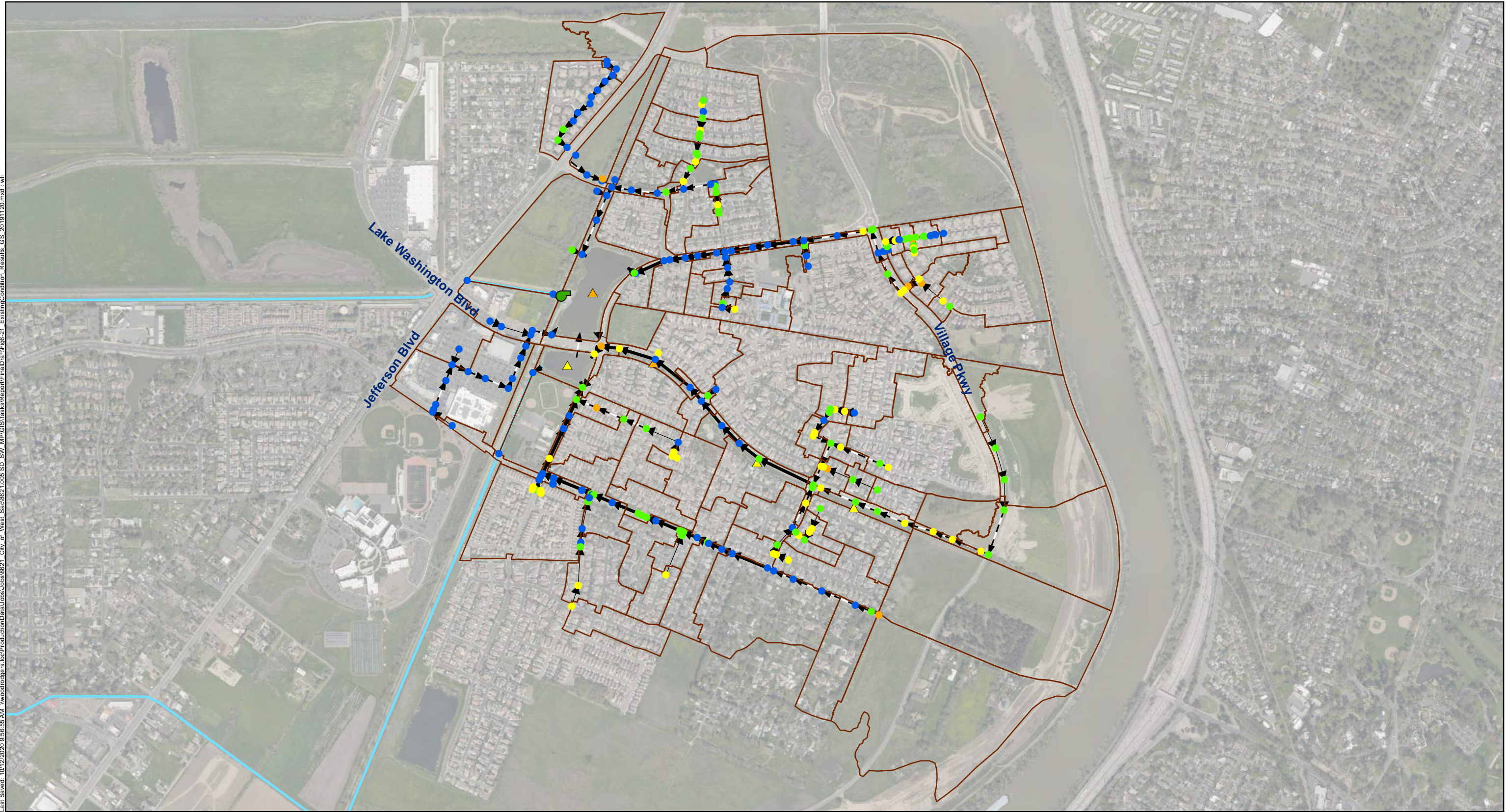


Figure 6-20
City of West Sacramento
SD/SW Master Plan Update
Existing Condition Results
Lake Washington Watershed

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Model Components

Pump Station	Conduit - 21-inch to 30-inch
Catchment	Conduit - 30-inch to 54-inch
Open Channel	Conduit - Greater than 54-inch

Storage Node - Flood Depth (feet)

No Flooding
0.0 - 0.6
0.6 - 1.6
1.6 - 3.0
Greater than 3.0

Manhole - Flood Depth (feet)

No Flooding
0.0 - 0.6
0.6 - 1.6
1.6 - 3.0
Greater than 3.0

Notes:
 1. 0.6-foot represents the approximate flood depth contained within the public right-of-way for a typical street section

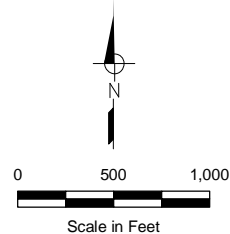


Figure 6-21
 City of West Sacramento
 SD/SW Master Plan Update
 Existing Condition Results
 Gateway/Stonegate Watershed

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Model Components

Pump Station	Conduit - 21-inch to 30-inch
Catchment	Conduit - 30-inch to 54-inch
Open Channel	Conduit - Greater than 54-inch

Storage Node - Flood Depth (feet)

No Flooding
0.0 - 0.6
0.6 - 1.6
1.6 - 3.0
Greater than 3.0

Manhole - Flood Depth (feet)

No Flooding
0.0 - 0.6
0.6 - 1.6
1.6 - 3.0
Greater than 3.0

Notes:
 1. 0.6-foot represents the approximate flood depth contained within the public right-of-way for a typical street section

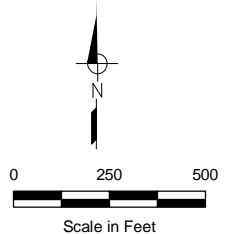


Figure 6-22
City of West Sacramento
SD/SW Master Plan Update
Existing Condition Results
Parlin Ranch Watershed

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Model Components

Pump Station	Conduit - 21-inch to 30-inch
Catchment	Conduit - 30-inch to 54-inch
Open Channel	Conduit - Greater than 54-inch

Storage Node - Flood Depth (feet)

No Flooding
0.0 - 0.6
0.6 - 1.6
1.6 - 3.0
Greater than 3.0

Manhole - Flood Depth (feet)

No Flooding
0.0 - 0.6
0.6 - 1.6
1.6 - 3.0
Greater than 3.0

Notes:
 1. 0.6-foot represents the approximate flood depth contained within the public right-of-way for a typical street section

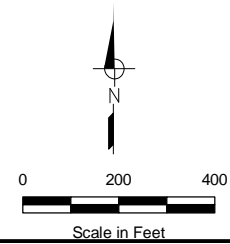
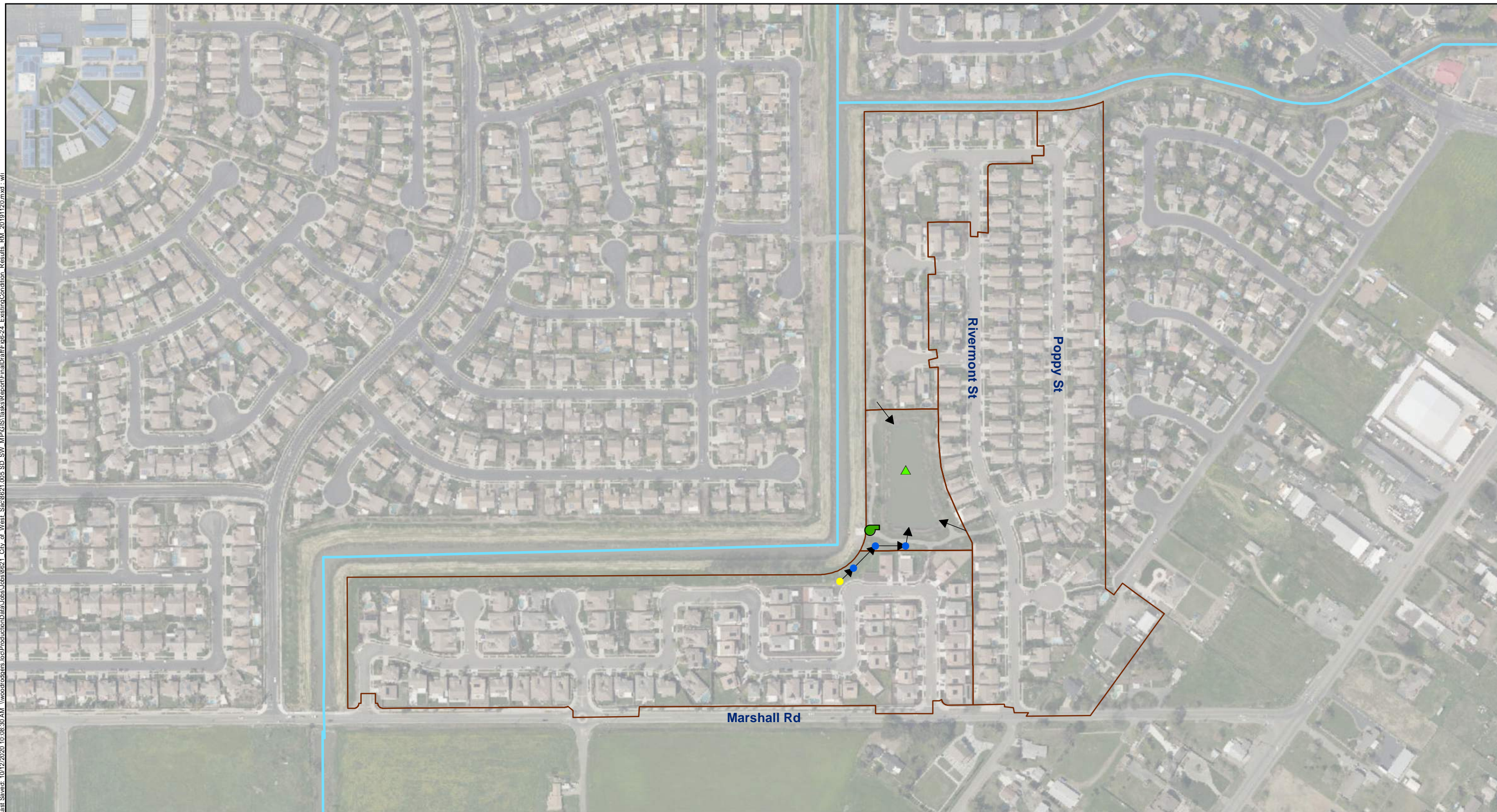


Figure 6-23
City of West Sacramento
SD/SW Master Plan Update
Existing Condition Results
High School Watershed

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Model Components

Pump Station	Conduit - 21-inch to 30-inch
Catchment	Conduit - 30-inch to 54-inch
Open Channel	Conduit - Greater than 54-inch

Storage Node - Flood Depth (feet)

No Flooding
0.0 - 0.6
0.6 - 1.6
1.6 - 3.0
Greater than 3.0

Manhole - Flood Depth (feet)

No Flooding
0.0 - 0.6
0.6 - 1.6
1.6 - 3.0
Greater than 3.0

Notes:
 1. 0.6-foot represents the approximate flood depth contained within the public right-of-way for a typical street section

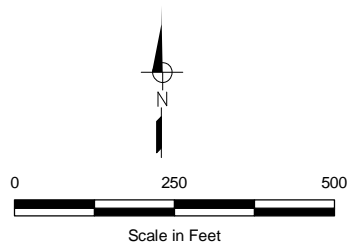
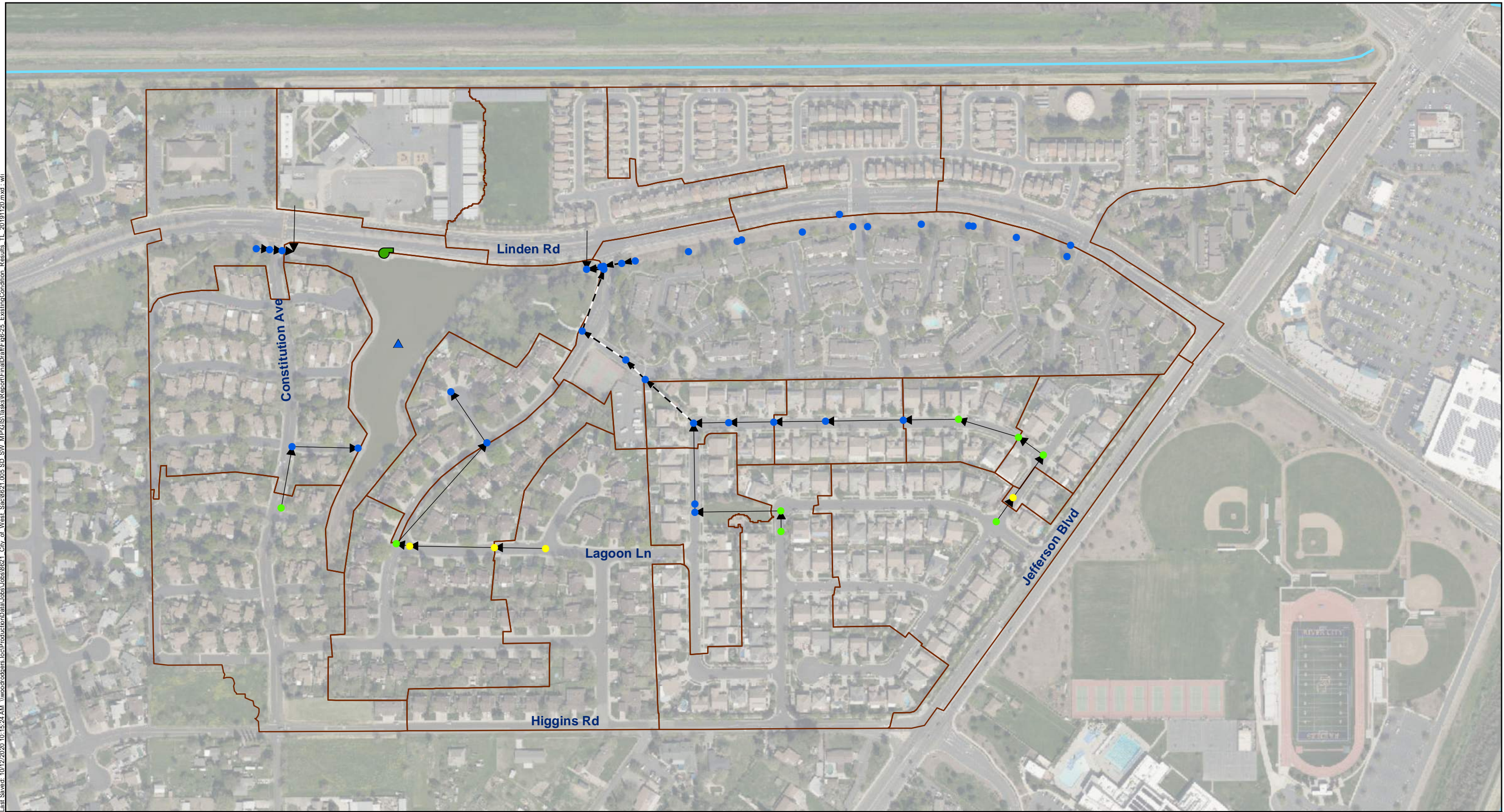


Figure 6-24
City of West Sacramento
SD/SW Master Plan Update
Existing Condition Results
Rivermont Watershed

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Model Components

Pump Station	Conduit - 21-inch to 30-inch
Catchment	Conduit - 30-inch to 54-inch
Open Channel	Conduit - Greater than 54-inch

Storage Node - Flood Depth (feet)

No Flooding
0.0 - 0.6
0.6 - 1.6
1.6 - 3.0
Greater than 3.0

Manhole - Flood Depth (feet)

No Flooding
0.0 - 0.6
0.6 - 1.6
1.6 - 3.0
Greater than 3.0

Notes:
 1. 0.6-foot represents the approximate flood depth contained within the public right-of-way for a typical street section

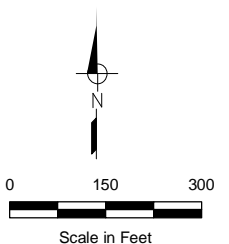
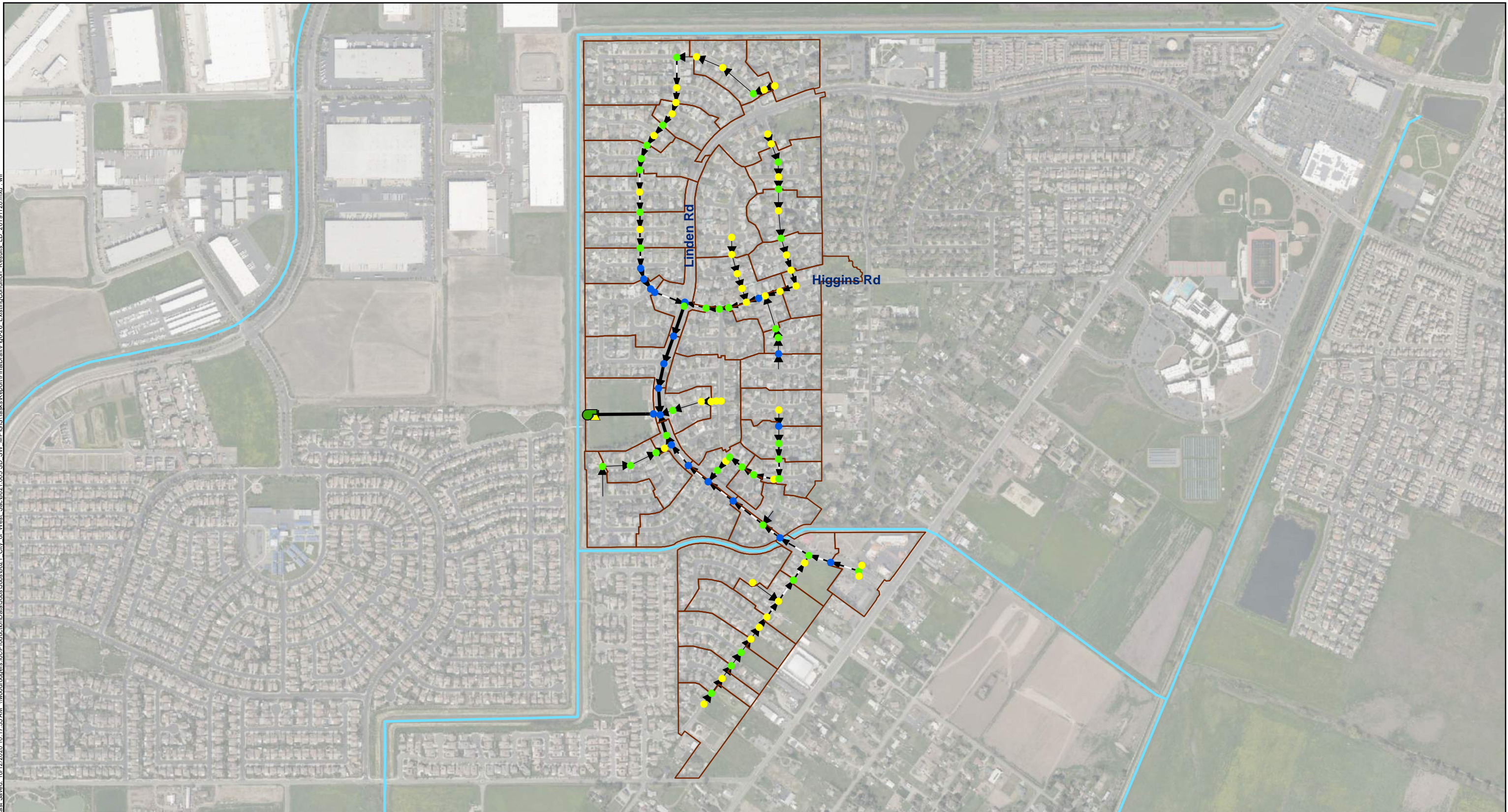








Figure 6-25
City of West Sacramento
SD/SW Master Plan Update
Existing Condition Results
Touchstone Lake Watershed






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Model Components

-  Pump Station
-  Catchment
-  Open Channel
-  Conduit - 21-inch to 30-inch
-  Conduit - 30-inch to 54-inch
-  Conduit - Greater than 54-inch

Storage Node - Flood Depth (feet)

-  No Flooding
-  0.0 - 0.6
-  0.6 - 1.6
-  1.6 - 3.0
-  Greater than 3.0

Manhole - Flood Depth (feet)

-  No Flooding
-  0.0 - 0.6
-  0.6 - 1.6
-  1.6 - 3.0
-  Greater than 3.0

Notes:

1. 0.6-foot represents the approximate flood depth contained within the public right-of-way for a typical street section

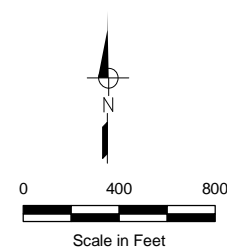
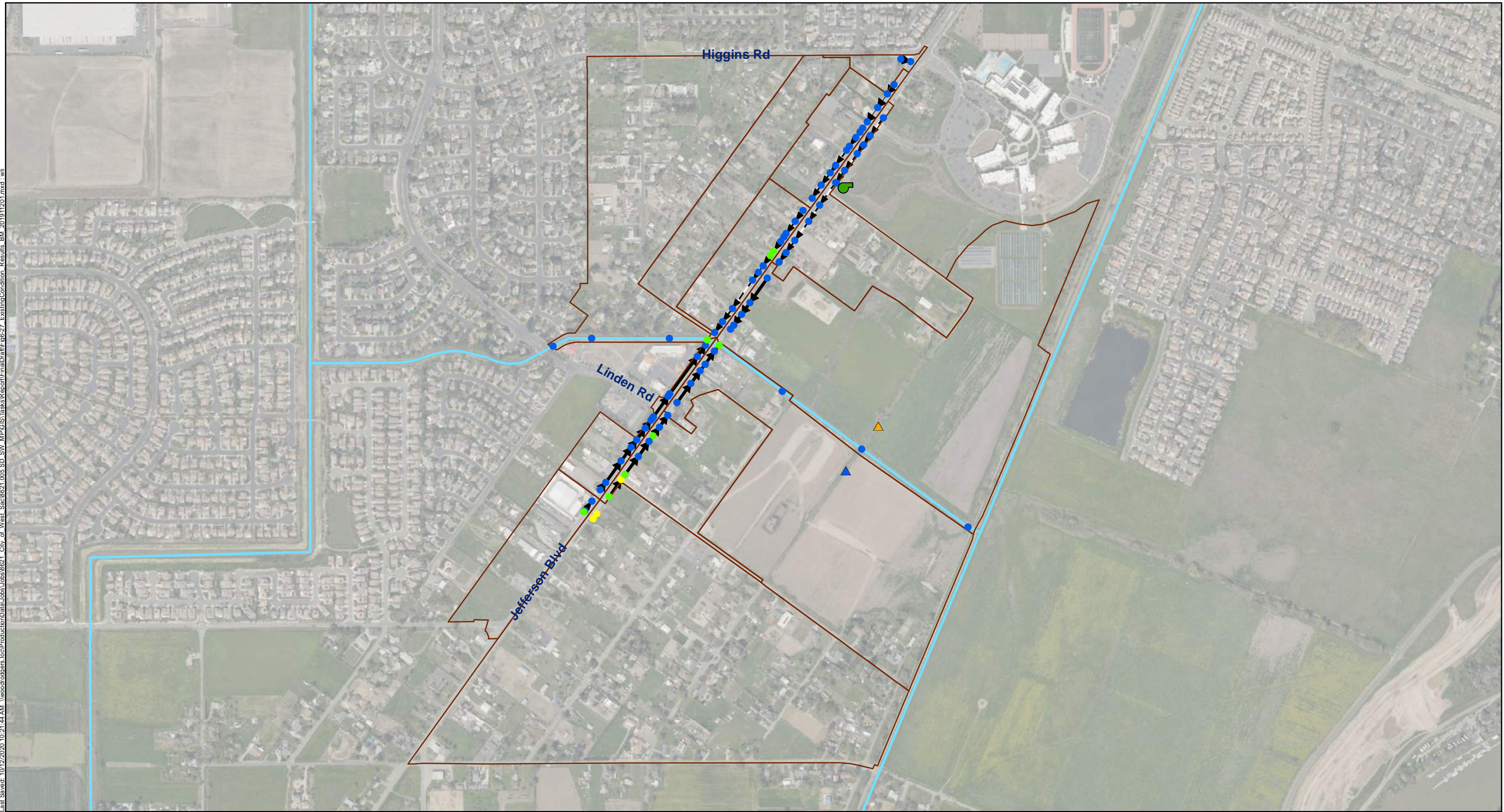


Figure 6-26
City of West Sacramento
SD/SW Master Plan Update
Existing Condition Results
Larchmont Watershed

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Model Components

Pump Station	Conduit - 21-inch to 30-inch
Catchment	Conduit - 30-inch to 54-inch
Open Channel	Conduit - Greater than 54-inch

Storage Node - Flood Depth (feet)

No Flooding
0.0 - 0.6
0.6 - 1.6
1.6 - 3.0
Greater than 3.0

Manhole - Flood Depth (feet)

No Flooding
0.0 - 0.6
0.6 - 1.6
1.6 - 3.0
Greater than 3.0

Notes:
 1. 0.6-foot represents the approximate flood depth contained within the public right-of-way for a typical street section

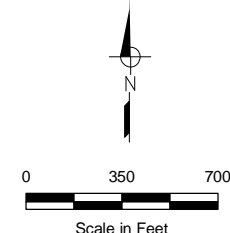
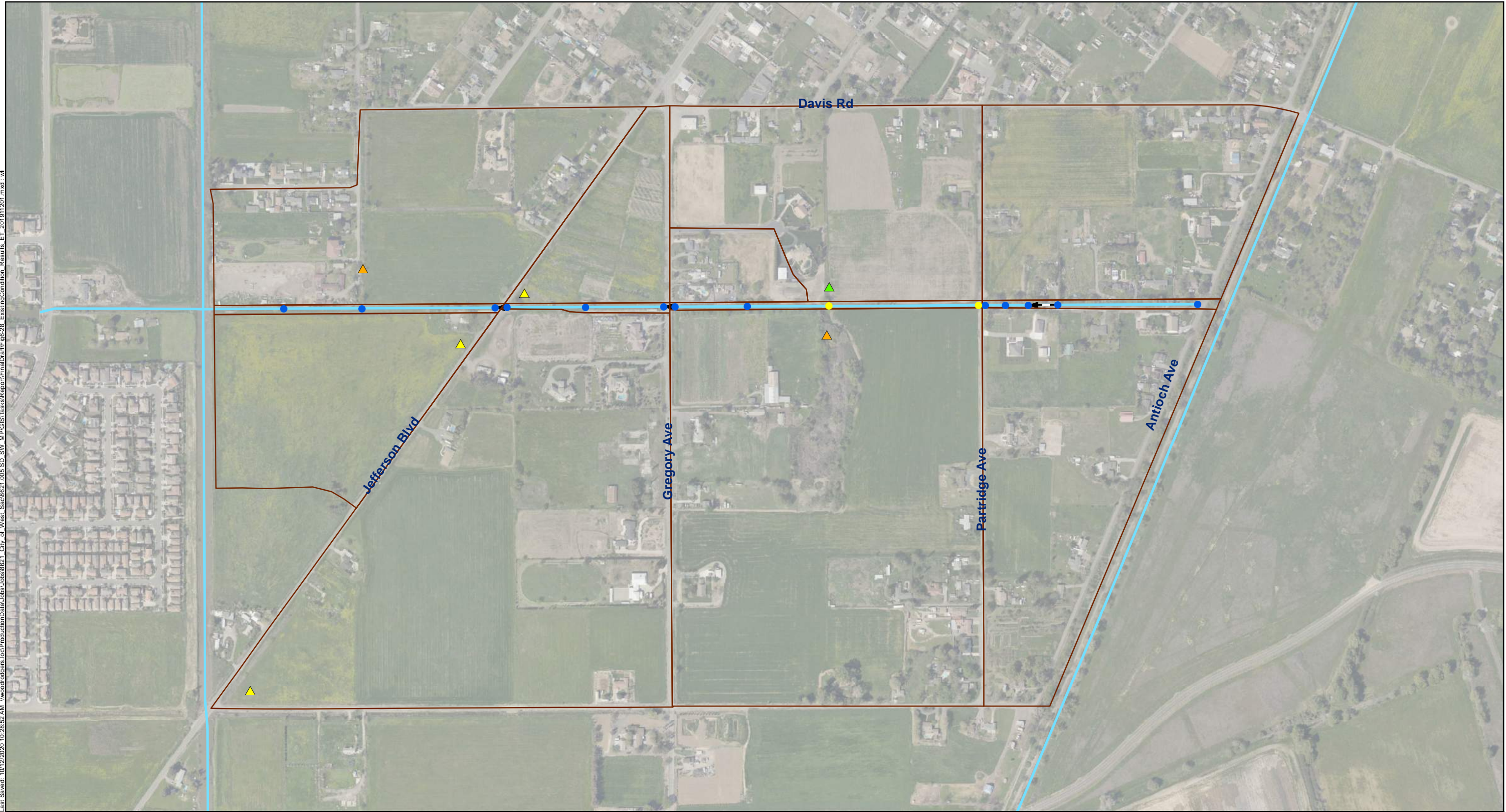


Figure 6-27
City of West Sacramento
SD/SW Master Plan Update
Existing Condition Results
Morton Drain Watershed

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Model Components

Catchment	Conduit - 21-inch to 30-inch
Open Channel	Conduit - 30-inch to 54-inch
	Conduit - Greater than 54-inch

Storage Node - Flood Depth (feet)

	No Flooding
	0.0 - 0.6
	0.6 - 1.6
	1.6 - 3.0
	Greater than 3.0

Manhole - Flood Depth (feet)

	No Flooding
	0.0 - 0.6
	0.6 - 1.6
	1.6 - 3.0
	Greater than 3.0

Notes:
 1. 0.6-foot represents the approximate flood depth contained within the public right-of-way for a typical street section

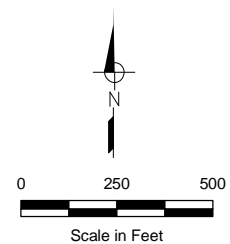







Figure 6-28
 City of West Sacramento
 SD/SW Master Plan Update
 Existing Condition Results
 East Tapley Drain Watershed






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Model Components

-  Catchment
-  Open Channel
-  Conduit - 21-inch to 30-inch
-  Conduit - 30-inch to 54-inch
-  Conduit - Greater than 54-inch

Manhole - Flood Depth (feet)

-  No Flooding
-  0.0 - 0.6
-  0.6 - 1.6
-  1.6 - 3.0
-  Greater than 3.0

Notes:

- 1. 0.6-foot represents the approximate flood depth contained within the public right-of-way for a typical street section

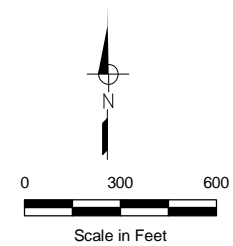


Figure 6-29
City of West Sacramento
SD/SW Master Plan Update
Existing Condition Results
Main Drain - North Watershed

CHAPTER 7 WATER QUALITY COMPLIANCE

Post-construction storm water quality involves compliance with the Phase II NPDES Permit. The Phase II NPDES Permit provides standards to reduce runoff and pollutants from new development and redevelopment areas. The City adopted the *Post-Construction Standard Plan*, prepared by WGR Southwest for a group of collaborating municipalities. The Phase II NPDES Permit and *Post-Construction Standard Plan* call for:

1. Source control practices, such as trash enclosures and litter control, to reduce pollutants in storm water;
2. Low impact development site design measures, such as pervious pavement and disconnected roof drains, to reduce runoff;
3. Storm water treatment that is at least as effective as bioretention for water quality event discharge remaining after the implementation of site design measures; and
4. Hydromodification management measures to mitigate for increases in the 2-year, 24-hour storm.

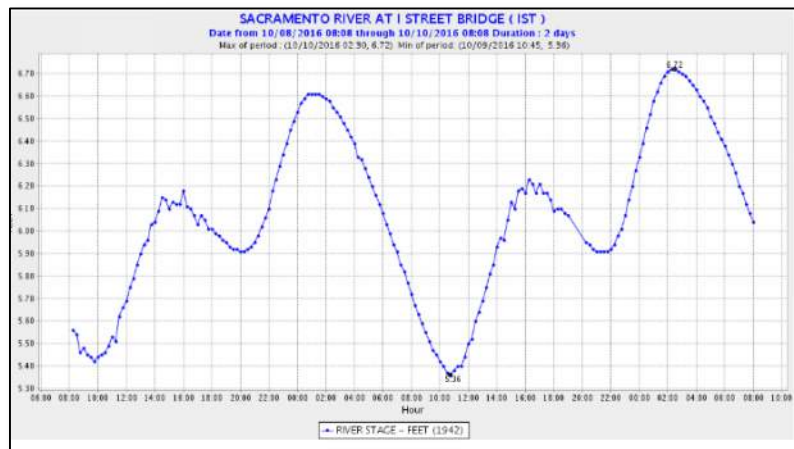
Some portions of the City’s drainage system have been constructed in phases to support growth of the City as outlined in the 1990 General Plan and subsequent Specific Plans. These projects were implemented consistent with the provisions of the General Permit in place at the time (Water Quality Order No. 2003-0005-DWQ). For some of the basins, funding agreements were established and basins were constructed for the General Plan buildout of parcels that did not yet have vesting tentative maps. Portions of the future developments envisioned by the 1990 General Plans have not yet been constructed. Under the new SWRCB General Permit (Water Quality Order No. 2013-0001-DWQ), for which these partially-completed projects now fall, the requirements are more prescriptive. Specifically, the current General Permit requires Regulated Projects (those that create or replace 5,000 square feet of impervious area) to implement Low Impact Development (LID) site design measures to reduce runoff and treat storm water. Remaining runoff must be treated using a system that is at least as effective at reducing runoff, lowering pollutants, protecting against shock loadings, and ease of accessibility as a specifically-configured bioretention system that covers about 4% of the tributary impervious area. The new General Permit applies to projects that did not have a vesting tentative map prior to July 1, 2013. These post-July 2013 projects will need to comply with the General Permit and cannot rely on the Water Quality Features associated with backbone drainage infrastructure constructed in compliance with the previous Water Quality Order.

Hydromodification mitigation is another aspect of the Phase II NPDES Permit that is now required for compliance with the General Order. Hydromodification is defined as the alternation of the natural flow of water through a landscape, and often takes the form of channelization or channel modifications constructed in support of new development. These changes have the effect of

impacting downstream areas through the introduction of greater flow velocities or volumes. The NPDES Permit requires that newly-constructed facilities address hydromodification impacts by limiting the discharge rate downstream of a project to the pre-project rate, and further, retaining the volume of water that is associated with the 85th percentile storm event on site (not discharging to downstream areas). Section E.12.f of the Permit states: “*Post-project runoff shall not exceed estimated pre-project flow rates for the 2-year, 24-hour storm.*” There is also a provision that states:

“Alternatively, the Permittee may use a geomorphically based hydromodification standard or set of standards and analysis procedures designed to ensure that Regulated Projects do not cause a decrease in lateral (bank) and vertical (bed) stability in receiving stream channels. The alternative hydromodification management standard or set of standards and analysis procedures must be reviewed and approved by the Regional Board Executive Officer.”

The City’s internal drainage system does not contain stream channels that are susceptible to geomorphologic degradation. The City’s internal drainage system conveys runoff to pump stations that discharge into the Sacramento River and Sacramento Deep Water Ship Channel. Both of these channels are tidally influenced as illustrated by the stage data on the Sacramento River at I Street as shown in the Department of Water Resources, California Data Exchange Center chart for the gage at I Street, below.



Therefore, it is appropriate for the City to request that areas that can meet the alternative geomorphically-based hydromodification standard (areas that do not cause a decrease in lateral or vertical stability in receiving stream channels) be approved without the need to hold the 85th percental flow volume.

The Municipal Regional Permit, R2-2015-0049, adopted on November 19, 2015. which covers the San Francisco Bay Region states:

C.3.g. Hydromodification Management

i. Hydromodification Management (HM) Projects are Regulated Projects that create and/or replace one acre or more of impervious surface except where one of the following applies. All HM Projects shall meet the Hydromodification Management Standard of Provision C.3.g.ii.

(1) The post-project impervious surface area is less than, or the same as, the pre-project impervious surface area.

(2) The project is located in a catchment that drains to a hardened (e.g., continuously lined with concrete) engineered channel or channels or enclosed pipes that extend continuously to the Bay, Delta, or flow-controlled reservoir, or drains to channels that are tidally influenced.

(3) The project is located in a catchment or subwatershed that is highly developed (i.e., that is 70% or more impervious).

The same logic that justifies the exemption from hydromodification management requirements in the San Francisco Bay Region should be applicable to the City because the discharge rates from the City into the large, tidally influenced channels are insignificant compared to channel capacity and geomorphology. Based on standards that are applied elsewhere and on qualitative analysis, projects with the City should not be subject to hydromodification management requirements.

Furthermore, the pump discharge rates from the multiple purpose basins that would serve the main areas of future development in the South Basin Area significantly attenuate peak flows relative to the discharges into the basins. The City's 2001 Drainage Master Plan calls for the flood control storage to be pumped at a rate between one-quarter and one-half of the peak two-year (post-project) flow. A criteria tied to pre-project flows into receiving waters is not applicable to the City's setting. Therefore, the City requests that the CVWQCB approve a condition for alternative hydromodification management compliance that accepts conditions consistent with master planned detention basin, manmade channel and pump station capacities.

This report suggests that the City should request the CVRWQCB's approval of the above approach for meeting hydromodification management requirements of the Phase II Permit.



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CHAPTER 8 FUTURE CONDITIONS ANALYSES

8.1 APPROACH FOR FUTURE CONDITIONS MODELING

8.1.1 North Basin

The North Basin existing land uses are largely consistent with the future land uses identified in the 2035 General Plan. There are a few parcels that are currently undeveloped in the Causeway and Racetrack Watershed, RD811/RD537 Watershed, and the Deep-Water Ship Channel Watershed which are anticipated for future development based on the General Plan.

The approach for evaluating potential drainage facility improvements required for future development includes: 1) identifying vacant parcels that can be developed in each watershed; 2) developing future conditions hydrologic modeling to determine the potential increases to peak flows and runoff volumes; and 3) determining whether improvement projects that were sized to eliminate existing deficiencies (see Chapter 6) are sized appropriately to accommodate future development using the hydraulic modeling program (XPSWMM).

8.1.2 South Basin

As development continues to progress in the South Basin, the deficiencies associated with the existing facilities will become more significant if facility improvements are not implemented to offset or reduce the impacts of future development. This section focuses on evaluating potential infrastructure improvements in the South Basin necessary to mitigate all impacts associated with future buildout of the entire South Basin. The anticipated future buildout land uses are depicted in the 2035 General Plan.

The approach for evaluating potential drainage facility improvements includes: 1) Identifying the existing system deficiency and the level of proposed future development in each major drainage area; 2) Developing future conditions hydrology; and 3) Optimizing the facility improvements in each drainage shed as well as the overall backbone infrastructure in the South Basin using the approved numeric hydraulic modeling program (XPSWMM).

8.2 HYDROLOGY

8.2.1 North Basin

The hydrologic models prepared for existing conditions were updated for buildout conditions. The watershed boundaries delineated under the existing conditions modeling are consistent with those anticipated, which are limited to infill development of parcels. **Figure 8-1** shows the future condition watershed boundaries and land use plan for the North Basin, with vacant parcels noted.

The hydrologic model was revised to represent development of the vacant parcels per the 2035 General Plan.

8.2.2 South Basin

Evaluation of future conditions hydrology for the South Basin was also accomplished using the SacCalc program.

The watershed boundaries delineated under the existing conditions modeling representing existing development and infrastructure are adopted for most of the future development areas where it can be assumed that grading plans for future infill development will not vary significantly from existing terrain. Watersheds adjacent to the Sacramento River were adjusted to reflect the presence of the setback levee alignment, which was provided by the City. For some of the major drainage areas where major planning projects are proposed, the watershed boundaries and hydrologic parameters were evaluated separately to confirm that the proposed projects can conform to the City's design guidelines. These major planning projects include:

- Yarbrough Master Plan – Yarbrough is approximately 711 acres in size, and comprises a major portion of the Southwest Village within the South Basin. It is located on both sides of Jefferson Blvd. The site is bounded by the Bridgeway Lakes community and Bevan Road on the north, the City boundary on the south, and the Deep Water Ship Channel on the west. The project will support a mix of land uses including approximately 3,004 dwelling units, 150,000 square feet of commercial space, an 18-hole public golf course, and a 56-acre interconnected lake, park, and canal system. Wood Rodgers received preliminary planning and grading files from the City for the proposed project. Watershed boundaries were delineated based on the grading file and hydrologic parameters of the watersheds were calculated using the soil classification and proposed land use plan for the project.
- Liberty Specific Plan – The Liberty project is located in the Northwest Village of the South Basin Plan area and includes approximately 340 acres of new development. The project is bounded on the east by the new Sacramento River Levee, on the south by Davis Road, on the west by the Clarksburg Trail and on the north by Linden Road. The proposed project would consist of up to 1503 residential units, a 17-acre elementary and junior high school, up to 10,000 square feet of retail commercial, plus parks, greenbelts and trails. Based on previous studies and developer consultation with the City, it was determined that the future development of the Liberty project can propose and design drainage facilities to mitigate

its own impact. These facilities are anticipated to include a relocated detention basin and new pump station. Wood Rodgers was directed by the City to consider a constant pumped flow rate of 22 cfs for the future Liberty Project for the future condition hydrologic analysis.

- River Park Master Plan – The River Park area is located in the Southeast Village of the South Basin Plan area and is approximately 373.5 acres. It is bounded on the east/south by the Sacramento River levee, on the north by Davis Road, and on the west by the Clarksburg Trail. The proposed project would consist of up to 2732 residential units and a 10-acre elementary and junior high school along with several parks. Similar to the Liberty Project, the River Park Project can propose and design drainage facilities to mitigate its own impact within its own boundaries. These facilities are anticipated to include a detention basin and pump station. Wood Rodgers is directed by the City to consider a constant pumped flow rate of 35 cfs for the future River Park project under the future condition hydrologic analysis.
- Lake Washington area – The Lake Washington area is located in the northern end of the South Basin, bounded on the east by Arlington Road and on the west by the industrial buildings situated next to Ramco St. According to General Plan 2035, the proposed land use for this area is mainly Water-Related Industrial and Business Park. The future condition drainage in this area will be drained through Lake Washington like existing conditions. Watershed boundaries under existing conditions were re-used for future condition hydrologic analysis with updated watershed parameters reflecting development.
- Stone Lock Area – The Stone Lock area is currently undeveloped open space except for Village Parkway which connects areas northward to the Pioneer Bluff Area and southward to the existing Gateway/Stonegate residential development. Under the future condition, the Stone Lock area will have Mixed-Use and Neighborhood Commercial development according to General Plan 2035. Watershed boundaries under existing conditions were re-used for future condition hydrologic analysis with updated watershed parameters.

Figure 8-2 shows the future condition watershed boundaries for the South Basin. **Figure 8-3** shows the future condition land use plan for the South Basin.

8.3 HYDRAULICS

8.3.1 North Basin

The potential effects of full buildout in the North Basin were evaluated by inserting the buildout condition flow hydrographs into the previously developed North Basin hydraulic models. For

watersheds with existing deficiencies, the buildout condition hydrographs were inserted into the hydraulic models used to define the needed improvements to eliminate the deficiencies. The results were reviewed to determine if additional improvements are required to accommodate future buildout. For watersheds without existing deficiencies, the buildout hydrographs were inserted into the existing conditions models to determine if the new development would trigger a new deficiency.

The results from the North Basin buildout evaluation indicate that no additional improvements are required to support buildout in the North Basin beyond the improvements to eliminate existing deficiencies as identified in Chapter 6. The reason for this is that the area of the North Basin parcels that can be developed in the future represents a small percentage of the overall watershed area. The total North Basin area is approximately 5,754 acres while the area of the vacant land for future development is only 122 acres, or approximately 2 percent of the total area. Therefore, although there is some increase in runoff for buildout conditions, it is too small to result in significant increases to water surface elevations. For example, in the Causeway Racetrack Watershed, full buildout is predicted to increase the water surface elevation at the downstream end of the system near the Causeway pump station by only 0.03 feet.

Although no additional improvements beyond those identified in Chapter 6 are needed to support future buildout in the North Basin, many of the future development areas will benefit from these improvements. For example, in the lower end of the Causeway/Racetrack watershed, several of the vacant parcels are currently predicted to flood during the 100-year storm. The improvements identified in Chapter 6 will eliminate this flooding, which will allow the vacant parcels to be developed. Based on this, some share of the cost for the improvements in this watershed could be applied to future development if desired by the City.

The one exception is the Lighthouse Watershed. There is more significant development anticipated in this watershed as part of The Rivers Phase 2. A separate master plan, The Rivers Phase 2 Storm Drainage Master Plan was prepared by NV5 in February 2017. The master plan identifies the required drainage improvements including a new detention basin that are required to support the development. These improvements are needed solely for the Rivers 2 project and will be constructed by and paid for by the developer, therefore; these improvements are not included in the list of CIP Projects in this report.

8.3.2 South Basin – Results by Watershed

Bridgeway Lakes – The majority of Bridgeway Lakes has been developed as residential lots under the existing condition except for a few open space and rural estate parcels. Under the future condition, adding development and imperviousness to the limited open space area increases the runoff slightly when compared with the existing condition. However, the increased runoff can be

fully mitigated with the existing detention basin and does not deteriorate the performance of the existing drainage facilities. As a result, no new drainage facilities are proposed for the Bridgeway Lakes area for future conditions. **Figure 8-4** shows the resulting 100-year water surface depth at the manholes and detention basin under the future condition.

South Basin Industrial Park (SIP) – Under existing conditions, the southern portion of the SIP area is fully developed with low and medium density residential lots. The northern portion of the SIP area is partially developed with industrial structures. The full buildout of industrial development and imperviousness increase the runoff discharging to the open channel and detention basin. Compared with the existing condition, the peak water surface elevation in the detention basin increased approximately 0.5 ft. However, the existing detention basin and pump station are adequately sized to maintain the water surface elevation below flooding level in the detention basin. **Figure 8-5** shows the flooding depth at the manholes and detention basin under the future condition.

Lake Washington – The majority of the Lake Washington area is currently undeveloped land adjacent to the Lake Washington. Under future conditions, all the open space area will be developed as Business Park or Water Related Industrial according to the City’s General Plan. The added development and imperviousness increase the runoff discharging to Lake Washington. Compared with existing condition, the peak water surface elevation in Lake Washington increased approximately 0.32 ft. However, the storage within Lake Washington has enough capacity to attenuate the runoff generated by the added development without reaching the flooding level. **Figure 8-6** shows the flooding depth at the manholes and detention basin under the future condition.

Gateway/Stonegate – The majority of the Gateway/Stonegate area is developed with low and medium density residential lots with some remaining vacant land available for development under the future condition. From the existing conditions results, it was determined that the drainage facilities are already experiencing deficiencies under a 100-year 24-hour storm. Both cells of the detention basin have overbank flows flooding the streets. In addition, the capacity of the underground drainage pipes was exceeded, causing street flooding. the Gateway/Stonegate area has limited vacant area to create new detention. Expansion of the existing detention basin is considered infeasible. Wood Rodgers determined that upgrading the existing pump station and adding two more duty pumps (each approximately 75 cfs) can accommodate the future condition runoff from the Gateway/Stonegate area while maintaining the peak water surface elevation at or below flooding level near the basin. With increased pumped discharge from the detention basin, the Main Drain channel culverts under the Jefferson Blvd and Marshall Road need to be upgraded to convey the increased pump discharge downstream.

To help alleviate street flooding occurring along Lake Washington Blvd upstream of the detention basin, the existing depressed storage area south of Lake Washington Blvd between Marlin St and Stonegate Dr will be connected by new 30-inch culverts under Redwood Avenue, Highland Drive and Stonegate Drive. To prevent flooding of the southern cell of the existing detention basin, a new 6'x5' box culvert must be constructed between the detention basin cells under Lake Washington Boulevard, while maintaining the existing 48-inch pipe, to drain all runoff efficiently to the expanded pump station.

As part of the Gateway/Stonegate watershed, the City's future Stone Lock project must construct a detention basin somewhere within its boundary to attenuate developed flow before discharging to the existing storm drain along Stonegate Drive. While the land use plan is not finalized for Stone Lock, Wood Rodgers recommends the detention basin be constructed as close to Stonegate Drive as possible, for maximum effectiveness. Using the current land use designations and existing pipeline and topographic elevations, Wood Rodgers estimates a basin footprint of 1.0 acre, with approximately 5.1 acre-feet of storage during the 100-year 24-hour storm. Final sizing and location can be decided when the land use plan is finalized.

Figure 8-7 shows the flooding depth at the manholes and detention basin under the future condition.

High School – The High School area will remain unchanged in terms of land use under the future condition. Since there is no deficiency under the existing condition, there is no facility improvement required for this area. **Figure 8-8** shows the flooding depth at the manholes and detention basin under the future condition.

Rivermont – The Rivermont area is fully developed under existing condition and has no system deficiency under existing condition. Therefore, there is no facility improvement required for this area. **Figure 8-9** shows the flooding depth at the manholes and detention basin under the future condition.

Touchstone Lake – The Touchstone lake area is fully developed under existing condition and has no system deficiency under existing condition. Therefore, there is no facility improvement required for this area. **Figure 8-10** shows the flooding depth at the manholes and detention basin under the future condition.

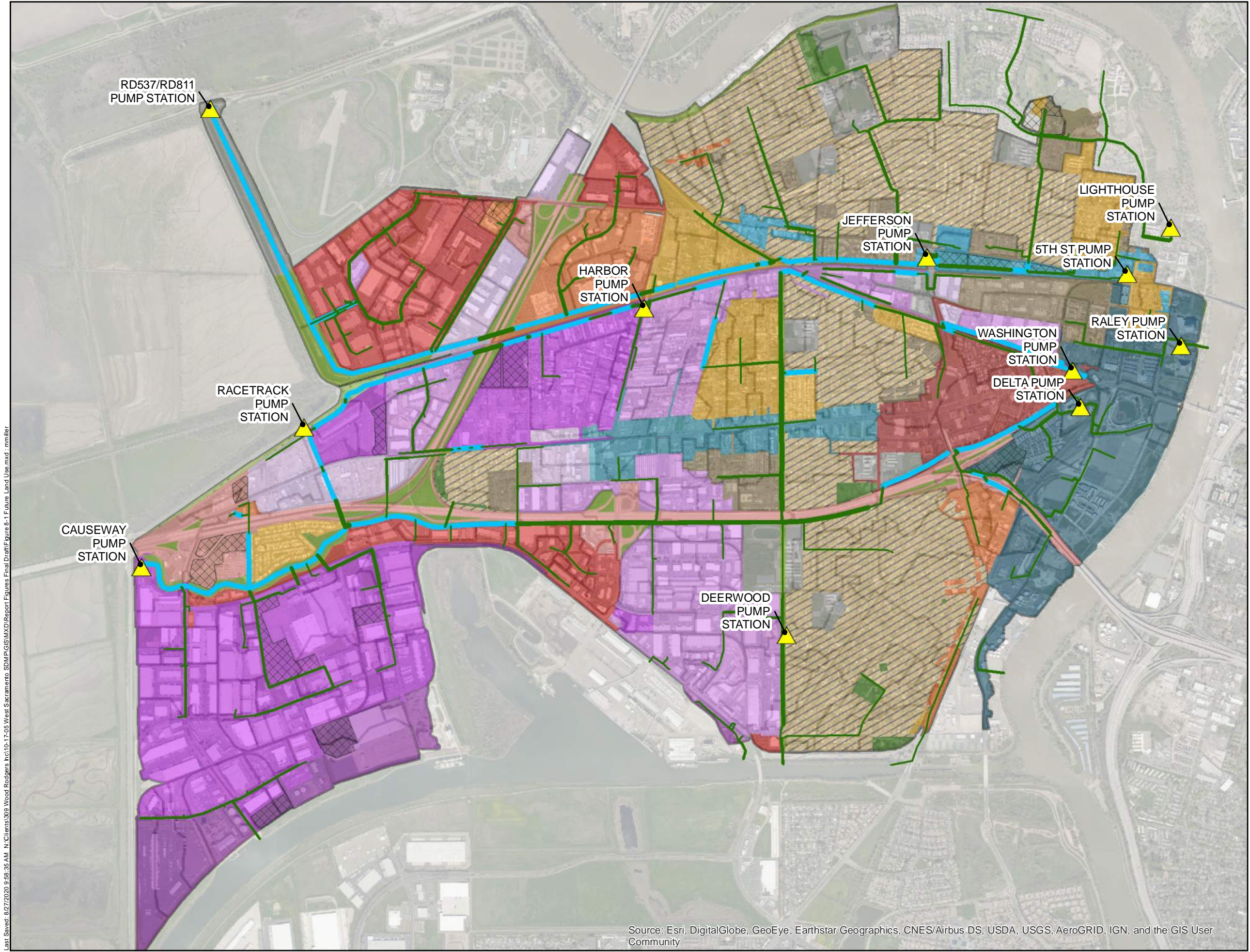
Larchmont – The Larchmont area is fully developed except for few rural residential parcels which will remain unchanged under future condition. Therefore, there is no facility improvement required for this area. **Figure 8-11** shows the flooding depth at the manholes and detention basin under the future condition.

Yarbrough – The proposed Yarbrough project has an interconnected lake and canal system that will connect with and essentially replace the existing Main Drain channel, while detaining local runoff and draining to the Main Drain pump station. This proposed lake and canal system has enough capacity conveying runoff from its upstream watershed areas and its own development. With increased runoff from the Yarbrough project and all of the upstream watersheds draining to the Main Drain, incorporating most of the South Basin area, the existing pump station needs to be upgraded to maintain the peak water surface elevation at or below flooding level in the Main Drain channel system, including the Yarbrough lake and canal system. As part of the XPSWMM future condition modeling, Wood Rodgers evaluated the system with a full design pump capacity at the Main Drain pump station. The newly constructed pump station only installed two of four duty pumps (each approximately 145 cfs) to serve existing development. **Figure 8-12** shows the flooding depth at the manholes and detention basin under the future condition.

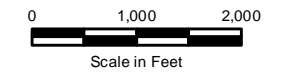
Liberty – As discussed in the previous section, the proposed Liberty project will design its own drainage facility to mitigate the impact resulting from new development and increased imperviousness percentages. As directed by the City, Wood Rodgers has modeled a total discharge of 22 cfs under the future condition from Liberty development. A more detailed evaluation of the drainage facilities inside the project boundary under the future condition is not included in this master plan update effort.

River Park – As discussed in the previous section, the proposed River Park project will design its own drainage facility to mitigate the impact resulted from new development and increased imperviousness areas. As directed by the City, Wood Rodgers has modeled a total discharge of 35 cfs under the future condition from River Park development. A more detailed evaluation of the drainage facilities inside the project boundary under the future condition is not included in this master plan update effort.

Figure 8-13 summarizes the drainage facility improvements required under the future condition.



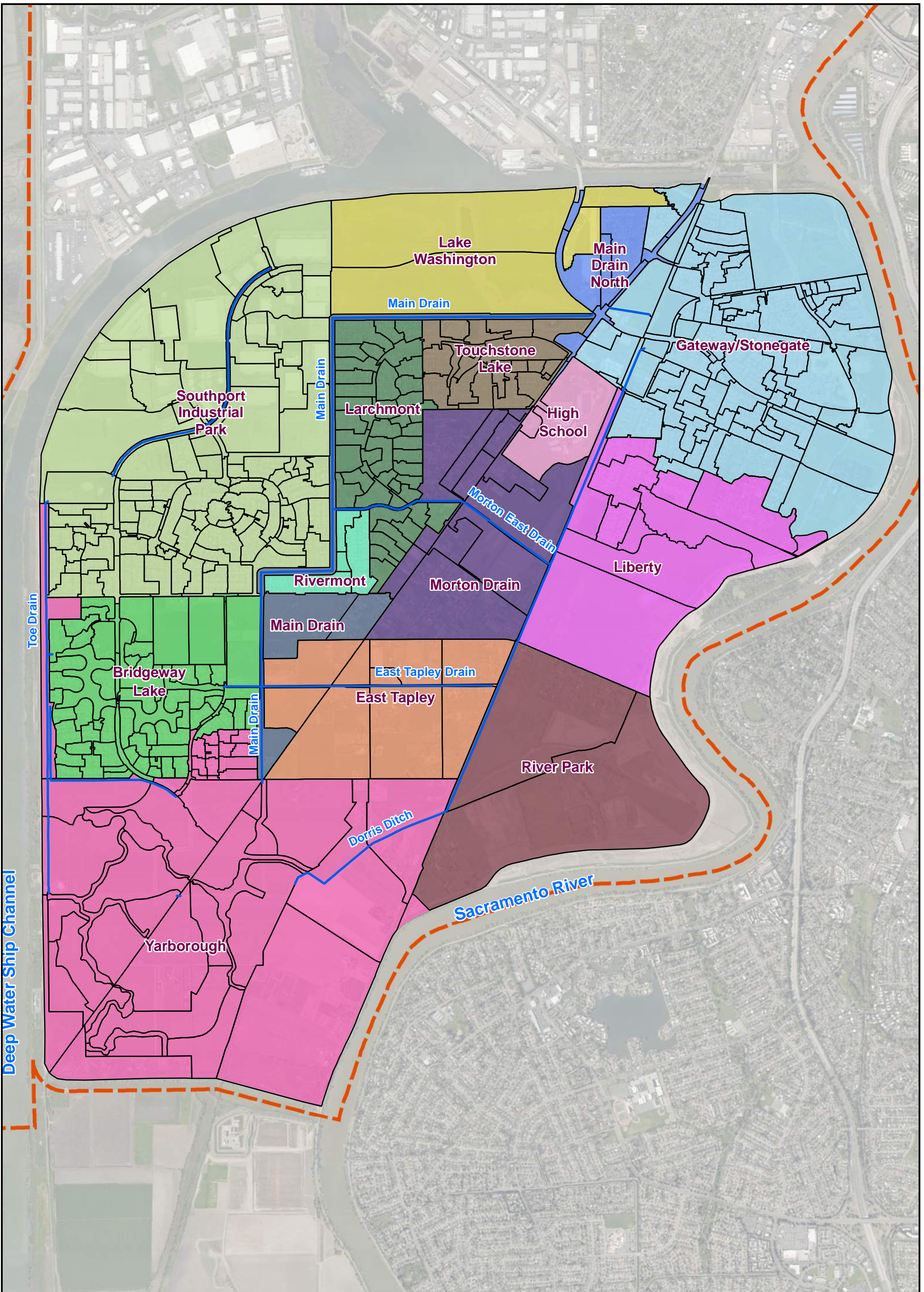
- Pipe Diameter (inches)**
- 0 - 33
 - 33 - 54
 - 54 - 72
 - 72 - 96
 - Channel or Ditch
 - Storm Pump Station
- Future Land Use**
- Agricultural - General
 - R-1A/B Residential - One-Family
 - R-2 Residential - Medium Density
 - R-3 Residential - Multifamily
 - RP Recreation and Parks
 - POS Public Open Space
 - CH Commercial - Highway; ROAD
 - C Commercial
 - BP Business Park
 - CBD Central Business District
 - PQP Public/Quasi Public
 - M-L Limited Manufacturing
 - M-1 Light Industrial
 - M-2 Heavy Industrial
 - M-3 Waterfront Industrial
 - MU-NC Mixed Use Neighborhood Commercial
 - MU-C Mixed Use Corridor
 - WF Waterfront
 - Previously Vacant Parcels
 - Watershed Boundary



**Figure 8-1
Future Land Uses**
City of West Sacramento
Storm Drainage/
Storm Water Master Plan Update
September 2020

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

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Open Channel	Name	Liberty
City of West Sacramento Limit	Blacker Morton	Main Drain
Sub-Watershed Boundary	Bridgeway Lakes	Main Drain North
	East Tapley	River Park
	Gateway/Stonegate	Rivermont
	High School	Southport Industrial Park
	Lake Washington	Touchstone Lake
	Larchmont	Yarborough

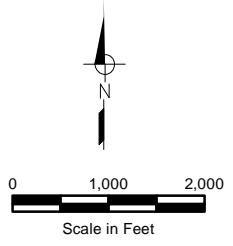
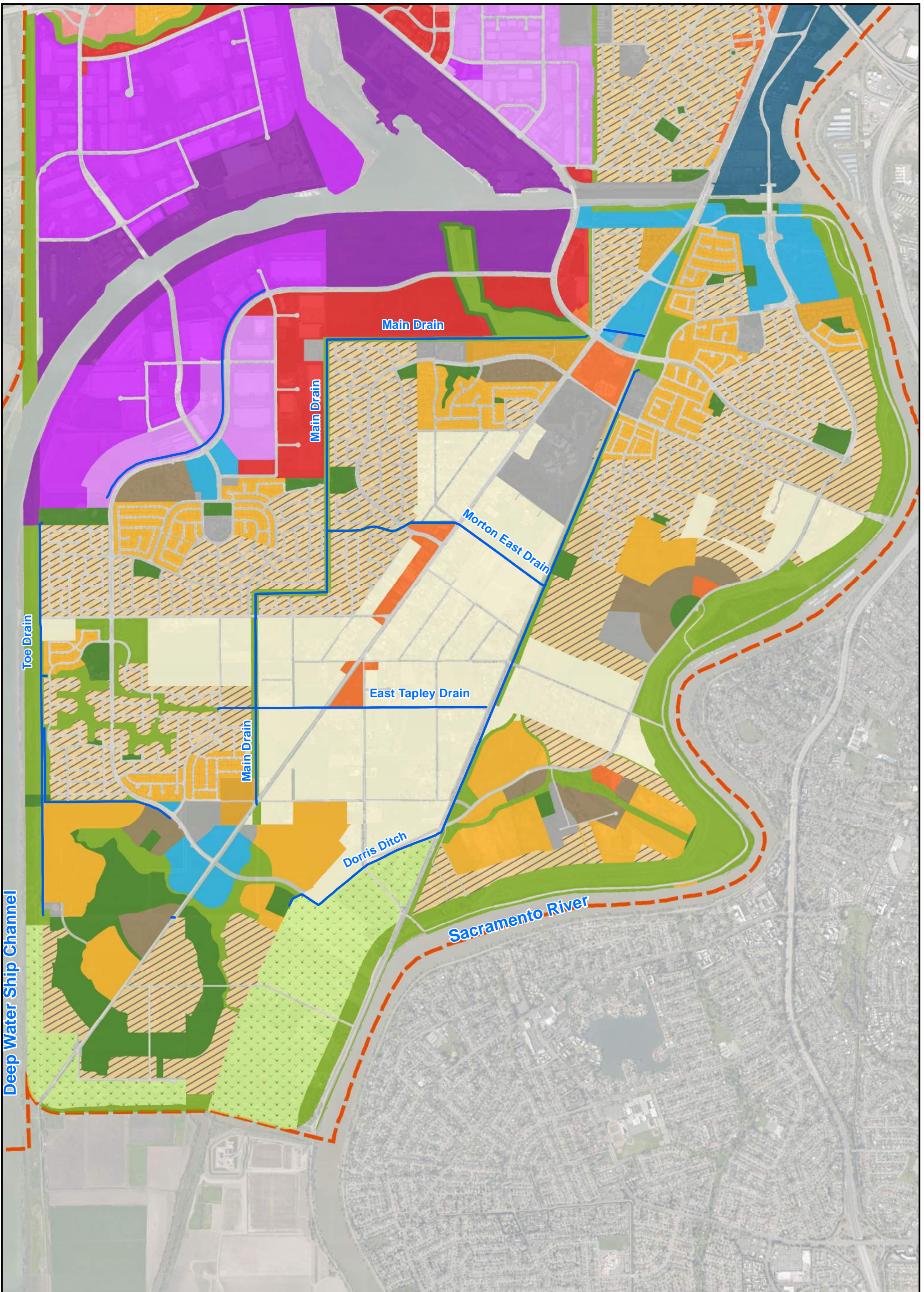


Figure 8-2
City of West Sacramento
SD/SW Master Plan Update
Future Condition Watershed Map



Future Condition Land Use	High-Density Residential	Open Space
Agricultural	Highway-Service Commercial	Public/Quasi-Public
Business Park	Light-Industrial	Recreation and Parks
Central Business District	Low Density Residential	Riverfront Mixed Use
Commercial	Medium High-Density Residential	Rural Estates
Corridor Mixed-Use	Medium-Density Residential	Rural Residential
Heavy-Industrial	Mixed-Commercial/Industrial	Water-Related Industrial
	Neighborhood Mixed-Use	City of West Sacramento Limit
		Open Channel

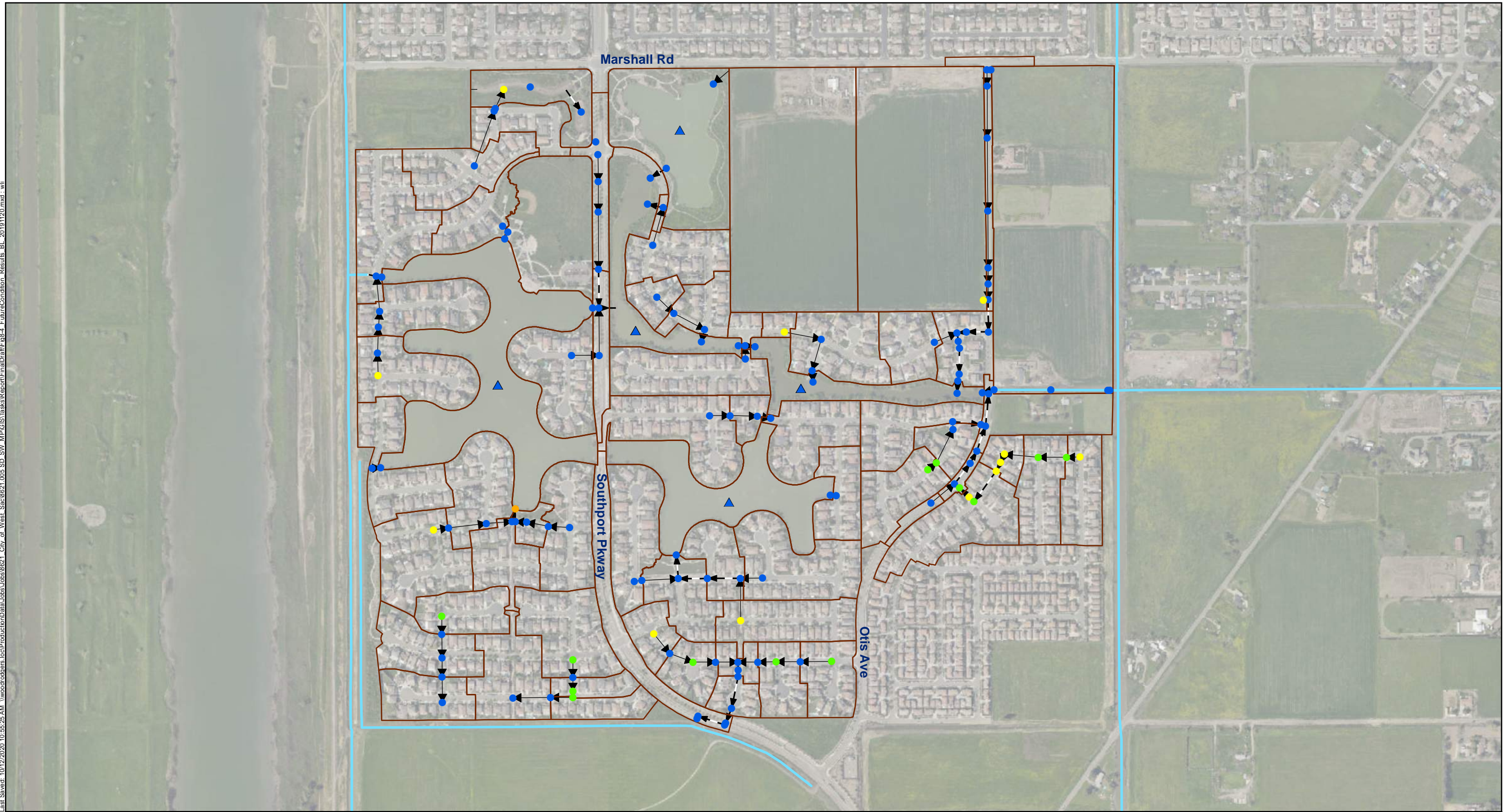
Scale in Feet
0 1,000 2,000

CITY OF WEST SACRAMENTO

WOOD RODGERS
DEVELOPING INNOVATIVE DESIGN SOLUTIONS

Figure 8-3
City of West Sacramento
SD/SW Master Plan Update
Future Condition Land Use Map

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Model Components

Catchment	Conduit - 21-inch to 30-inch
Open Channel	Conduit - 30-inch to 54-inch
	Conduit - Greater than 54-inch

Storage Node - Flood Depth (feet)

No Flooding
0.0 - 0.6
0.6 - 1.6
1.6 - 3.0
Greater than 3.0

Manhole - Flood Depth (feet)

No Flooding
0.0 - 0.6
0.6 - 1.6
1.6 - 3.0
Greater than 3.0

Notes:
1. 0.6-foot represents the approximate flood depth contained within the public right-of-way for a typical street section

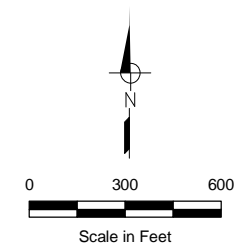
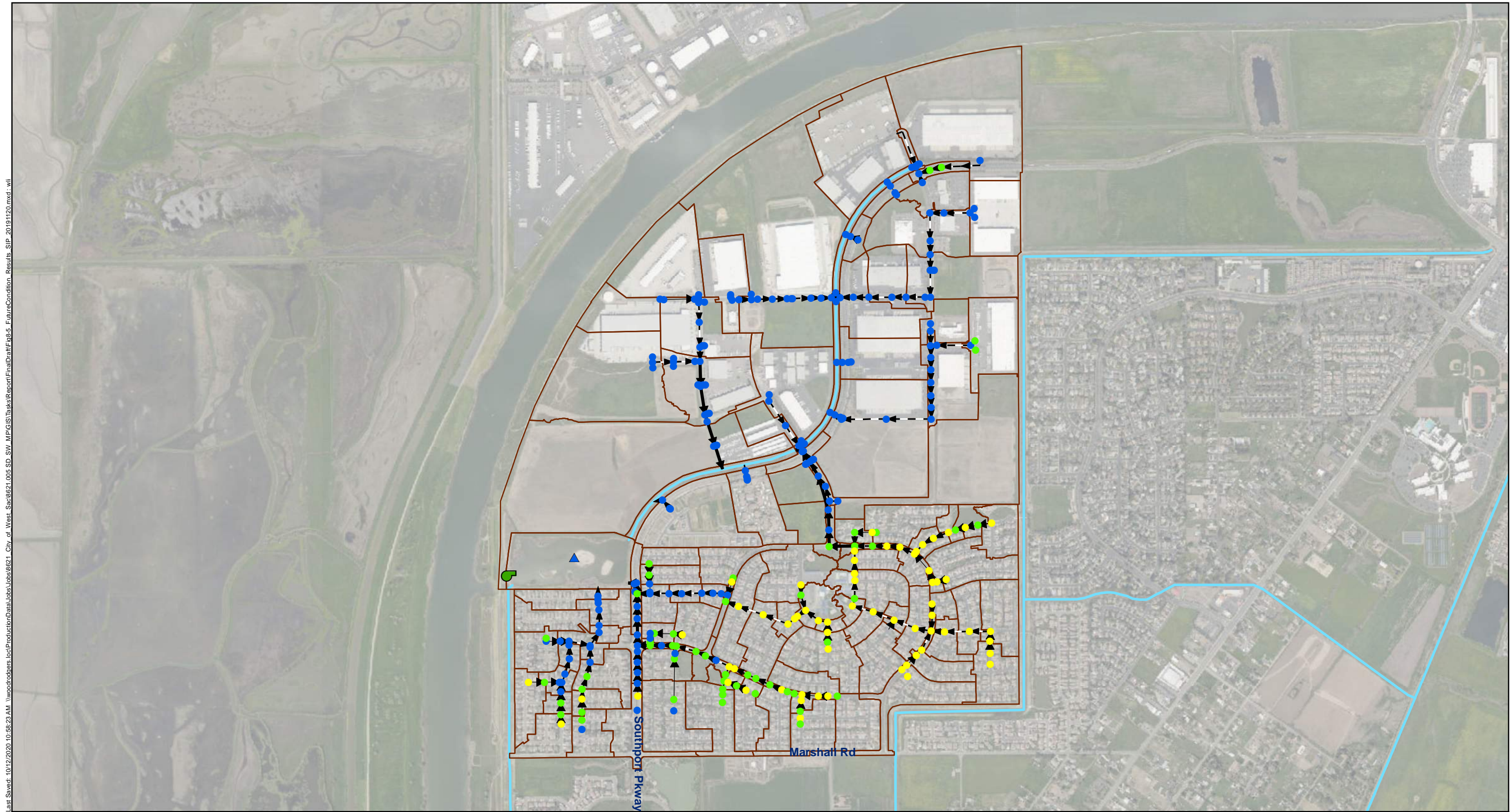


Figure 8-4
City of West Sacramento
SD/SW Master Plan Update
Future Condition Results
Bridgeway Lakes Watershed

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Model Components

Pump Station	Conduit - 21-inch to 30-inch
Catchment	Conduit - 30-inch to 54-inch
Open Channel	Conduit - Greater than 54-inch

Storage Node - Flood Depth (feet)

No Flooding
0.0 - 0.6
0.6 - 1.6
1.6 - 3.0
Greater than 3.0

Manhole - Flood Depth (feet)

No Flooding
0.0 - 0.6
0.6 - 1.6
1.6 - 3.0
Greater than 3.0

Notes:
1. 0.6-foot represents the approximate flood depth contained within the public right-of-way for a typical street section

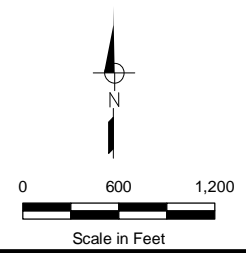
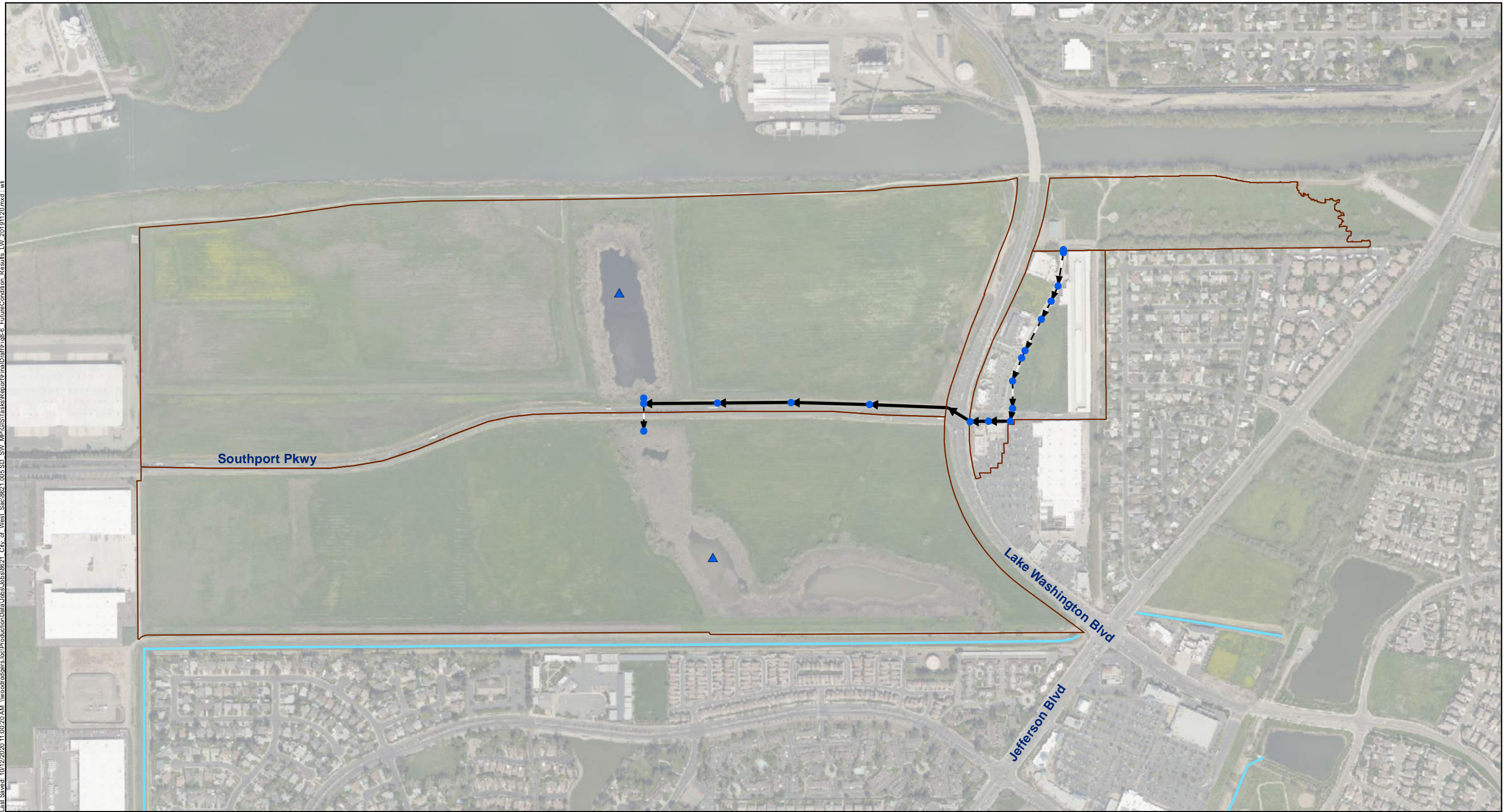


Figure 8-5
City of West Sacramento
SD/SW Master Plan Update
Future Condition Results
Southport Industrial Park Watershed

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Model Components

Catchment	Conduit - 21-inch to 30-inch
Open Channel	Conduit - 30-inch to 54-inch
	Conduit - Greater than 54-inch

Storage Node - Flood Depth (feet)

	No Flooding
	0.0 - 0.6
	0.6 - 1.6
	1.6 - 3.0
	Greater than 3.0

Manhole - Flood Depth (feet)

	No Flooding
	0.0 - 0.6
	0.6 - 1.6
	1.6 - 3.0
	Greater than 3.0

Notes:
 1. 0.6-foot represents the approximate flood depth contained within the public right-of-way for a typical street section

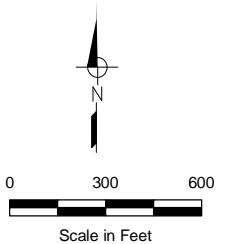
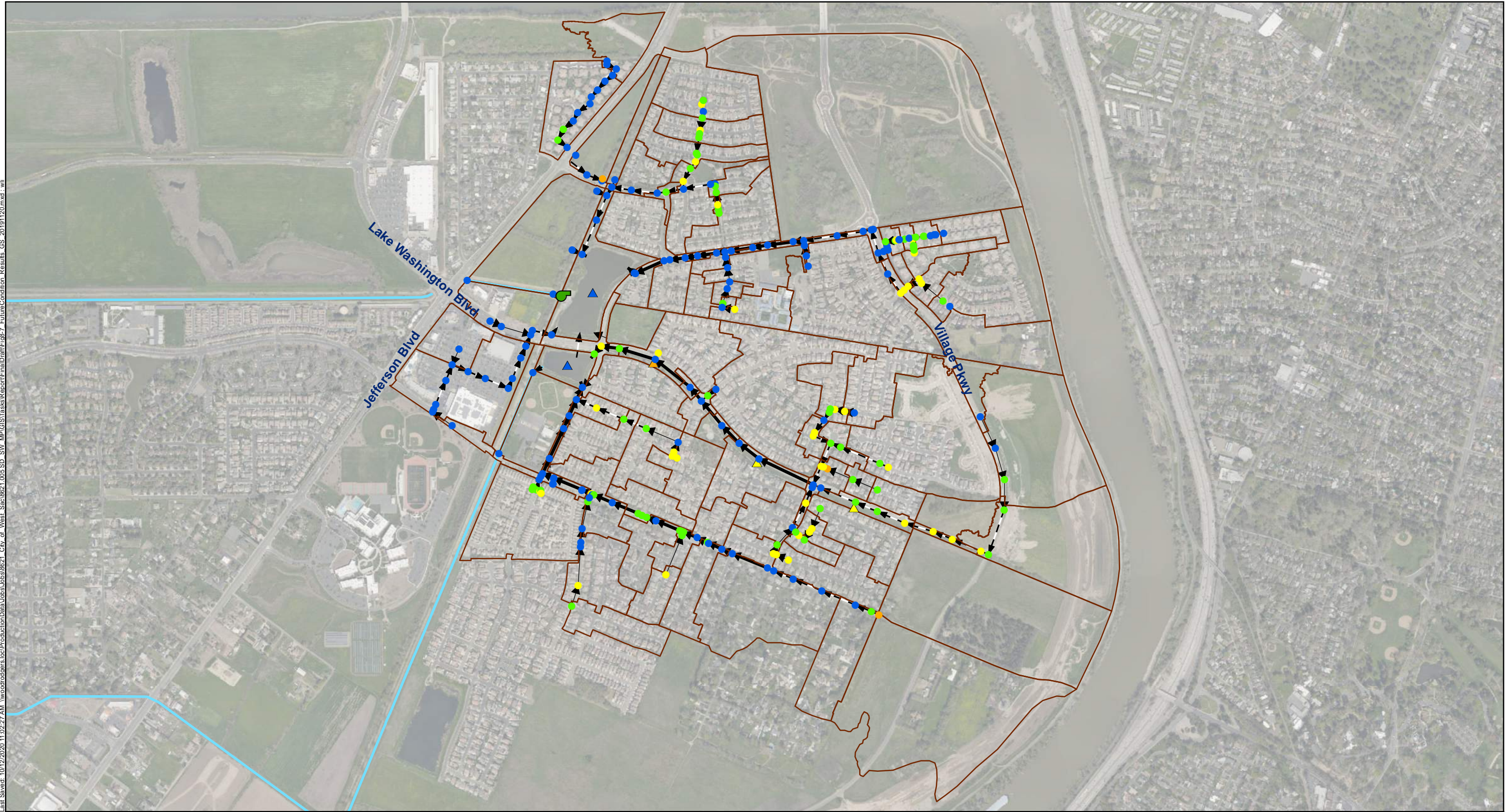


Figure 8-6
City of West Sacramento
SD/SW Master Plan Update
Future Condition Results
Lake Washington Watershed

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- Model Components**
- Pump Station
 - Catchment
 - Open Channel
 - Conduit - 21-inch to 30-inch
 - Conduit - 30-inch to 54-inch
 - Conduit - Greater than 54-inch

- Storage Node - Flood Depth (feet)**
- No Flooding
 - 0.0 - 0.6
 - 0.6 - 1.6
 - 1.6 - 3.0
 - Greater than 3.0

- Manhole - Flood Depth (feet)**
- No Flooding
 - 0.0 - 0.6
 - 0.6 - 1.6
 - 1.6 - 3.0
 - Greater than 3.0

Notes:
 1. 0.6-foot represents the approximate flood depth contained within the public right-of-way for a typical street section

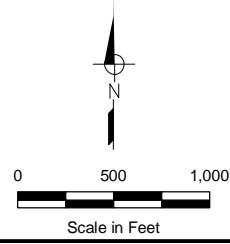


Figure 8-7
City of West Sacramento
SD/SW Master Plan Update
Future Condition Results
Gateway/Stonegate Watershed

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Model Components

Pump Station	Conduit - 21-inch to 30-inch
Catchment	Conduit - 30-inch to 54-inch
Open Channel	Conduit - Greater than 54-inch

Storage Node - Flood Depth (feet)

	No Flooding
	0.0 - 0.6
	0.6 - 1.6
	1.6 - 3.0
	Greater than 3.0

Manhole - Flood Depth (feet)

	No Flooding
	0.0 - 0.6
	0.6 - 1.6
	1.6 - 3.0
	Greater than 3.0

Notes:
1. 0.6-foot represents the approximate flood depth contained within the public right-of-way for a typical street section

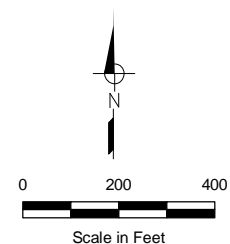
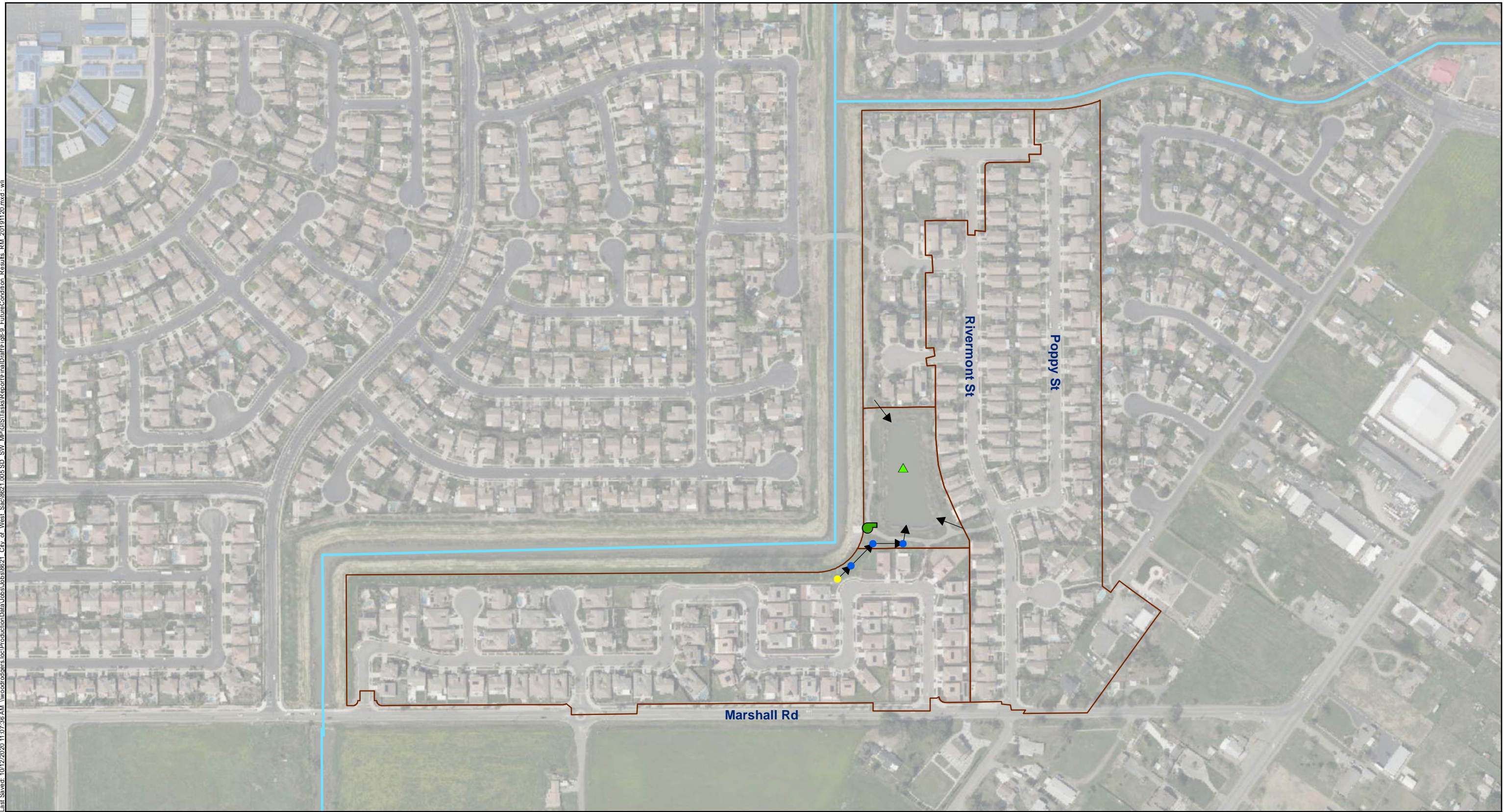


Figure 8-8
City of West Sacramento
SD/SW Master Plan Update
Future Condition Results
High School Watershed

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Model Components

Pump Station	Conduit - 21-inch to 30-inch
Catchment	Conduit - 30-inch to 54-inch
Open Channel	Conduit - Greater than 54-inch

Storage Node - Flood Depth (feet)

No Flooding
0.0 - 0.6
0.6 - 1.6
1.6 - 3.0
Greater than 3.0

Manhole - Flood Depth (feet)

No Flooding
0.0 - 0.6
0.6 - 1.6
1.6 - 3.0
Greater than 3.0

Notes:
 1. 0.6-foot represents the approximate flood depth contained within the public right-of-way for a typical street section

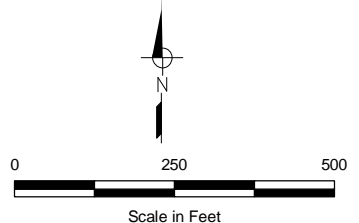


Figure 8-9
 City of West Sacramento
 SD/SW Master Plan Update
 Future Condition Results
 Rivermont Watershed

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Model Components

Pump Station	Conduit - 21-inch to 30-inch
Catchment	Conduit - 30-inch to 54-inch
Open Channel	Conduit - Greater than 54-inch

Storage Node - Flood Depth (feet)

No Flooding
0.0 - 0.6
0.6 - 1.6
1.6 - 3.0
Greater than 3.0

Manhole - Flood Depth (feet)

No Flooding
0.0 - 0.6
0.6 - 1.6
1.6 - 3.0
Greater than 3.0

Notes:
 1. 0.6-foot represents the approximate flood depth contained within the public right-of-way for a typical street section

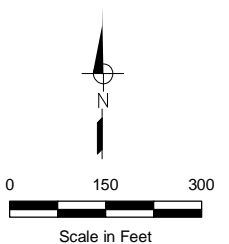
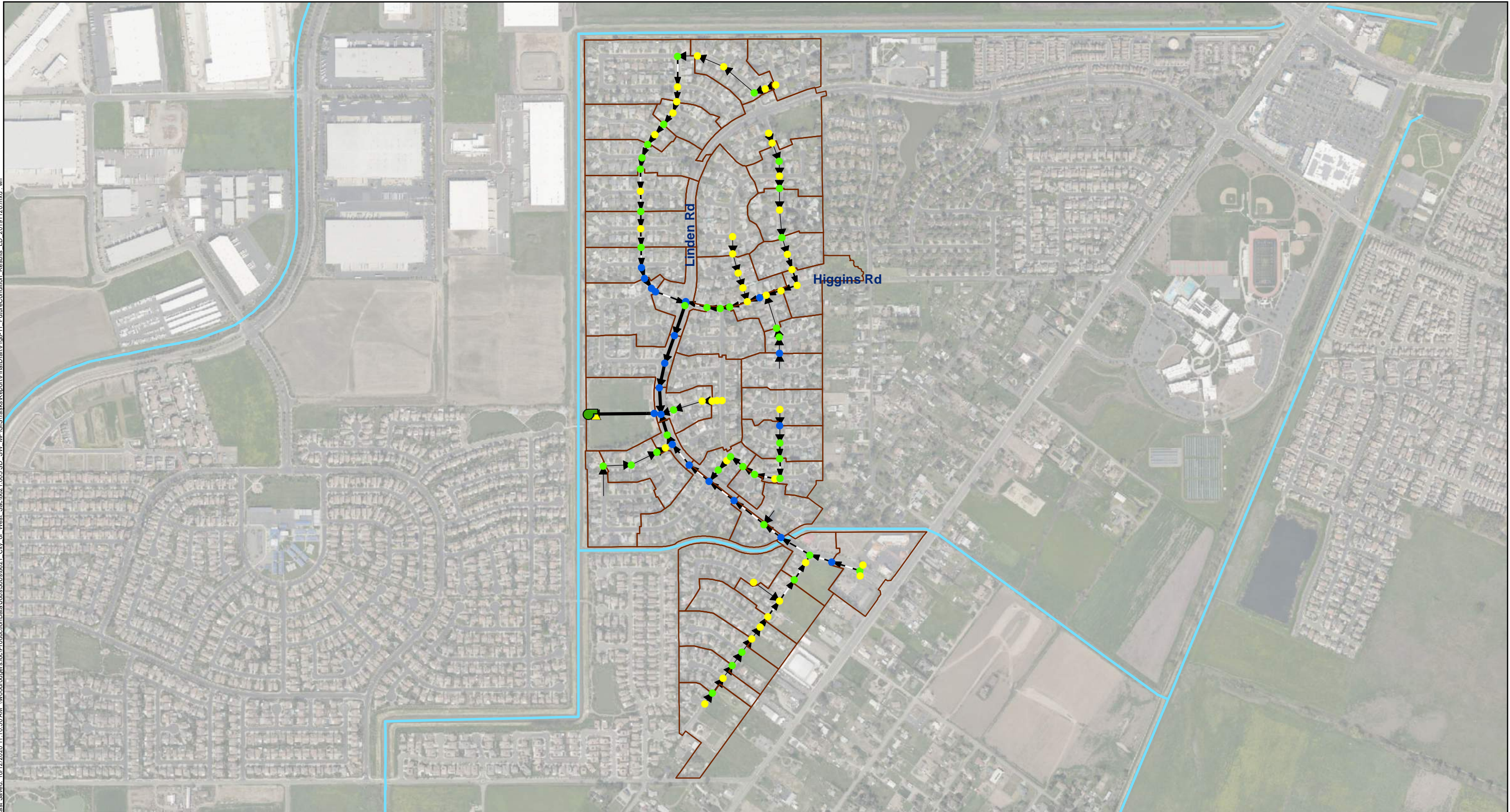


Figure 8-10
City of West Sacramento
SD/SW Master Plan Update
Future Condition Results
Touchstone Lakes Watershed

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Model Components

- Pump Station
- Catchment
- Open Channel
- Conduit - 21-inch to 30-inch
- Conduit - 30-inch to 54-inch
- Conduit - Greater than 54-inch

Storage Node - Flood Depth (feet)

- No Flooding
- 0.0 - 0.6
- 0.6 - 1.6
- 1.6 - 3.0
- Greater than 3.0

Manhole - Flood Depth (feet)

- No Flooding
- 0.0 - 0.6
- 0.6 - 1.6
- 1.6 - 3.0
- Greater than 3.0

Notes:

1. 0.6-foot represents the approximate flood depth contained within the public right-of-way for a typical street section

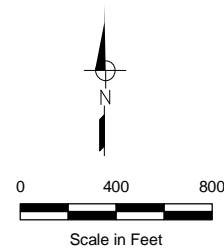
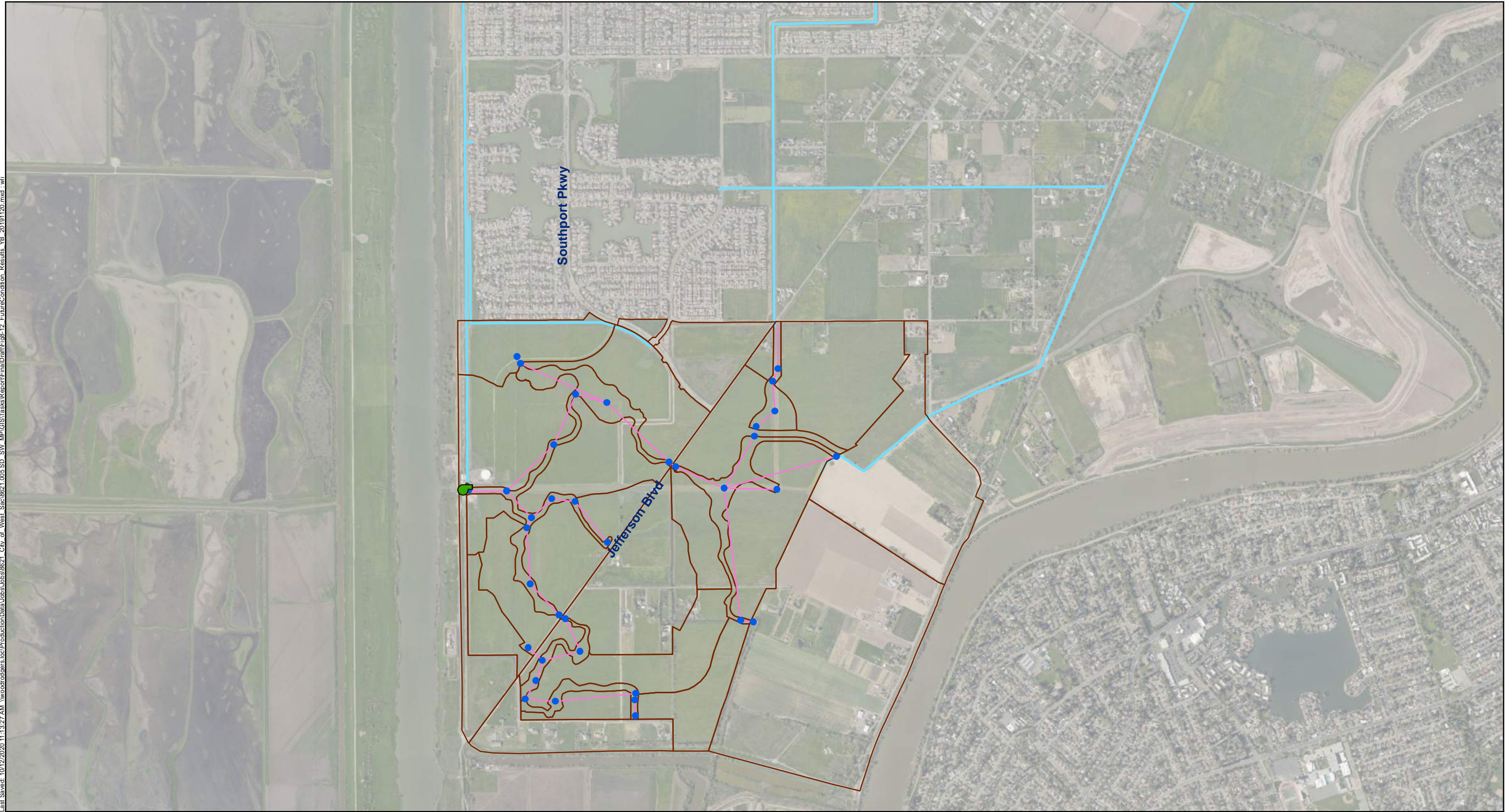






Figure 8-11
City of West Sacramento
SD/SW Master Plan Update
Future Condition Results
Larchmont Watershed






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Model Components

-  PumpStation
-  Open Channel
-  XPSWMM Link
-  Catchment

Hydraulic Node - Flood Depth (feet)

-  No Flooding
-  0.0 - 0.6
-  0.6 - 1.6
-  1.6 - 3.0
-  Greater than 3.0

Notes:
1. 0.6-foot represents the approximate flood depth contained within the public right-of-way for a typical street section

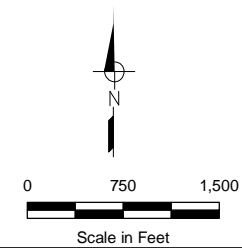
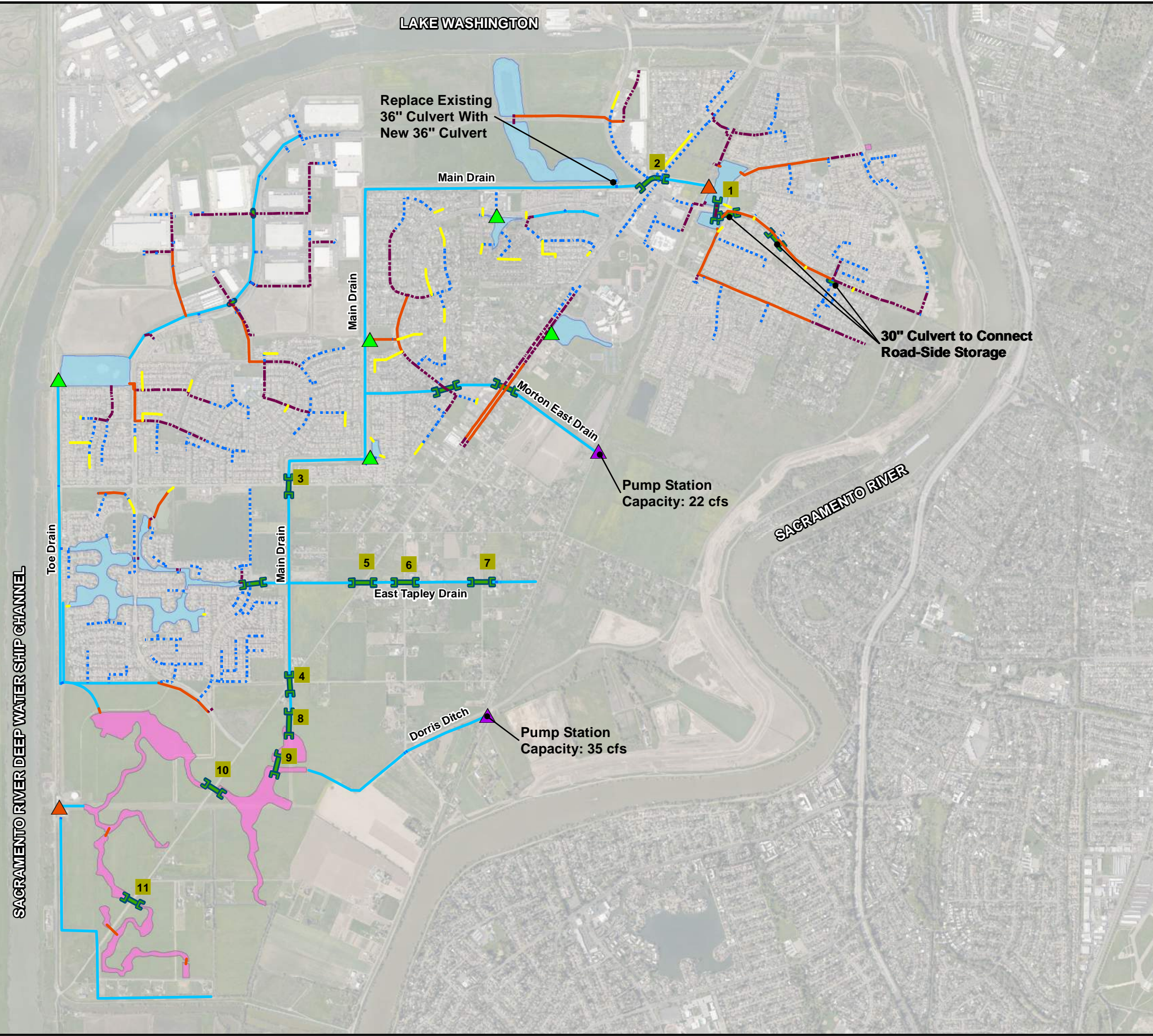


Figure 8-12
City of West Sacramento
SD/SW Master Plan Update
Future Condition Results
Yarborough Watershed

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- 1 Drain Crossing Improvement
- ▲ Existing Pump Station
- ▲ Proposed Pump Station w/Detention
- ▲ Upgrade Existing Pump Station
- Culvert
- Open Channel
- Existing Pipe Diameter (inch)**
- < 21
- 21 - 36
- 36 - 54
- 54 - 96
- Existing Detention Pond/Lake
- Proposed Detention Pond/Lake (Sized by development)

- Drain Crossing Improvement:**
- 1 48" Circular & 6'x5' Box Culvert
 - 2 9'x5' Box Culvert & 10'x6' Box Culvert
 - 3 8'x6' Box Culvert & 10'x8' Box Culvert
 - 4 Double 10'x8' Box Culvert
 - 5 60" Culvert
 - 6 60" Culvert
 - 7 60" Culvert
 - 8 Double 10'x8' Box Culvert
 - 9 Double 10'x8' Box Culvert
 - 10 Double 10'x8' Box Culvert
 - 11 60" Culvert

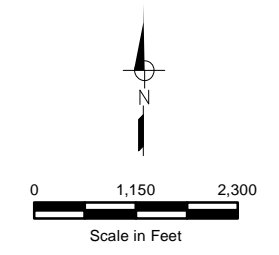


Figure 8-13
City of West Sacramento
SD/SW Master Plan Update
Proposed Drainage Facilities

CHAPTER 9 EVALUATION OF IMPROVEMENT ALTERNATIVES

9.1 NORTH BASIN

Improvement alternatives for the North Basin are described in the following section and can be referenced in Figures 9-1 RD537/RD811 Watershed (West), Figure 9-2 RD537/RD811 Watershed (East), Figure 9-3 Causeway and Racetrack Watershed (West), Figure 9-4 Causeway and Racetrack Watershed (Central), Figure 9-5 Causeway and Racetrack Watershed (East), Figure 9-6 Deerwood and Lock Watershed. Watersheds that had no deficiencies are not listed in this section.

9.1.1 RD537/RD811 Pump Station

Improvement projects are needed throughout the watershed to reduce the predicted flood depths during a 100-year design storm to below or equal with the building pad elevations. The two primary mechanisms to reduce water surface elevations are through conveyance improvements to move flows more quickly downstream and detention improvements to temporarily store excess flood flows and decrease the peak flows in the system. Four main categories of projects have been used to reduce water surface elevation:

1. Locations which are predicted to flood due to main channel backwater require a combination of improvement projects. Several culverts along the main channel are undersized for 100-year design storm flows and require a larger conveyance capacity through the addition of a second culvert. Widening the main channel bottom width by 15 feet from Jefferson Boulevard to Harbor Boulevard, along with culvert upsizing, allows for flow to reach the RD537/RD811 Pump Station with less restriction. Channel widening also offers the opportunity to add storage within the storm system.
2. Locations that have pipes/overland flow paths unable to convey the 100-year design storm flow that can be addressed through trunk drain upsizing alone. Upsizing may require the replacement of a pipe with an increased diameter or if cover is limited, the addition of a second pipe.
3. Locations with flooding predicted that cannot be mitigated through main channel widening, culvert upsizing, and trunk drain upsizing alone can be addressed through the addition of detention storage:
 - Offline detention basins are recommended to add storage capacity to a system when water surface elevations exceed a specified elevation. When water surface elevations exceed the specified elevation, flows will spill over a weir to the storage area. As the water surface elevations recede, stored water can be released from the offline detention basin to the trunk drain by

gravity flow. In smaller storm events the offline detention basin remains dry and may serve other uses throughout the year (e.g. sport fields or other open space uses).

- Online detention basins add capacity to a system in a variety of storm events and are likely not suitable for public access. Stormwater will enter and exit the online detention at the same elevation as the drainage system.
4. Locations representing a roadway underpass that must be kept dry during the 100-year event can be addressed by increasing the existing pumping capacity. This applies to the Jefferson Boulevard and 5th Street underpasses at the Union Pacific Railroad. Because these underpasses are designated as evacuation routes by the City, the pumping capacities will need to be increased to reach the City dictated conditions of all lanes dry.

The proposed improvements for the RD 537/RD 811 Watershed are shown on the **Figure 9-1 RD537/RD811 Watershed (West)**, **Figure 9-2 RD537/RD811 Watershed (East)**. The type of improvement applicable to each of the problem locations are described below:

- Hobson Avenue at Bryte Avenue (Node 81M619): Pipe upsizing
- Arthur Drive and Milton Street (Node 81M824): Pipe upsizing
- Arthur Drive and Fremont Boulevard (Node 81M742): Culvert upsizing, main channel widening
- Douglas Street and Elkhorn Place (Node 81M772): Culvert upsizing, main channel widening, and online detention basin
- 8th Street and Elizabeth Street (Node 81M846): Culvert upsizing, main channel widening, and online detention basin
- Arthur Drive and Charles Street (Node 81M821): Pipe upsizing, culvert upsizing, main channel widening, offline detention basin,
- Jefferson Underpass serviced by the Jefferson Pump Station (Node 81M069): Pump Upsize
- 5th Street Underpass serviced by the 5th Street Pump Station (Node 81M095): Pump Upsize

There is one node on **Figure 9-2 RD537/RD811 Watershed (East)** that is highlighted in orange, indicating the 100-year flood depth exceeds the allowable flood depth, but no improvements are

proposed to address this flooding. The flooding on Elm Street west of Oaks Street Node 81M544 is the result of a pipe with insufficient capacity to convey the 100-year design storm. Although the predicted flood depths are relatively large, the peak water surface elevation is well below the nearby building pad elevations.

Descriptions of Improvements

Proposed improvements within the RD357/RD811 watershed have been described in detail to better understand flood location, individual project components, preliminary costs, and required project sequence. Preliminary costs are presented as implementation costs, which includes a 20-percent construction contingency, then a 10-percent planning and design contingency, 10-percent construction management contingency, 5-percent environmental review and mitigation contingency, and a 5-percent program implementation contingency is applied. The cost for land acquisition can be a significant amount of the total project cost for drainage improvements, especially for acquisition of detention storage sites. Land acquisition costs are highly variable and are not included with the implementation costs. In certain cases, the implementation of a project requires another project to be installed first. A general rule is that conveyance project should not be implemented where downstream conditions could be made worse. This is noted as “requires” at the end of the project statement.

Detention Basin

The Alyce Norman School Detention Basin addresses predicted flooding at homes along Arthur Drive and Charles Street represented by Node 81M821. The Alyce Norman Detention Basin has a 4-acre footprint and stores 9.6-acre-feet in the 100-year design storm. The detention basin will be mostly dry during typical storms up to the 5-year event. During larger, less frequent events, flows will inundate a larger portion of the basin. The detention basin is proposed to be graded with 3:1 horizontal to vertical side slopes and will retain multi-use functionality. The Alyce Norman Detention Basin is offline and requires an inflow and outflow pipe to deliver water to the basin via gravity. The inflow pipe is proposed as a dual 4-foot diameter pipe which discharges to the basin in a 5.5-foot by 10-foot inlet structure that is 40-feet long with a two-foot weir slot along the top. The inlet structure contains a 2-foot flap gate to drain the detention basin as the water surface elevation within the trunk system recedes. This implementation cost for the project is estimated to be 4.8 million dollars. *Requires: Fourness Drive Pipe Upsize.*

The Sacramento Avenue Detention Basin addresses predicted flooding in two areas, homes along Douglas Street and Elkhorn Place represented by Node 81M772 and on 8th Street at Elizabeth Street represented by Node 81M846. The detention basin is proposed to have a 1.0-acre footprint and a storage capacity of 5.4-acre-feet in the 100-year design storm. The proposed location of the basin adjacent to Sacramento Avenue has been identified by the City as a vacant or underutilized

parcel. The detention basin is online and will store flood water in a range of storms. The parcel is proposed to be graded with 3:1 horizontal to vertical side slopes. A weir and headwall need to be added at the upstream pipe to stabilize the proposed detention basin bank. This implementation cost for the project is estimated to be 1.5 million dollars. *Requires: None.*

Pipe Upsize

The Arthur Drive Pipe Reroute addresses predicted 100-year design storm flooding of homes along Arthur Drive and Charles Street represented by Node 81M821. Dual 4-foot pipes are proposed to increase conveyance capacity. The existing 1.5-foot diameter pipe passing between private homes will remain. This implementation cost for the project is estimated to be 1.2 million dollars. *Requires: Highway 80 Culvert Upsize, Harbor Boulevard Culvert Upsize, Harbor Boulevard to Railroad Channel Expansion, Citrus Street Culvert Upsize, Railroad Culvert Upsize, Railroad to Jefferson Channel Expansion, Alyce Norman School Detention Area.*

The Bryte Avenue Pipe Upsize will address predicted flooding at homes on Hobson Avenue adjacent to Bryte Avenue, represented by Node 81M619. The existing trunk drain will be replaced by a 5-foot diameter pipe and a 2-foot diameter overflow pipe to provide additional conveyance capacity that is needed during large storms. This implementation cost for the project is estimated to be 2.1 million dollars. *Requires: Highway 80 Culvert Upsize, Harbor Boulevard Culvert Upsize, Harbor Boulevard to Railroad Channel Expansion, Citrus Street Culvert Upsize, Railroad Culvert Upsize, Railroad to Jefferson Channel Expansion*

The Douglas Pipe Upsize will address predicted flooding at homes along Douglas Street and Elkhorn Place represented by Node 81M772. The existing trunk drain will be replaced by a 5-foot diameter pipe. This implementation cost for the project is estimated to be 0.2 million dollars. *Requires: Sacramento Avenue Detention Basin*

The Fourness Drive Pipe Upsize will address flooding at homes on Arthur Drive from Milton Street to Cummings Way, represented by Node 81M824 and Node 81M821. The existing trunk drain will be replaced with dual 4-foot diameter pipes and then dual 4-foot by 5-foot boxes. The Fourness Drive Pipe Upsize reduces water levels on Anna Street and prevents flows from spilling to Arthur Street. The upsized pipes also delivers flows more efficiently to the Alyce Norman Detention Basin. This implementation cost for the project is estimated to be 6.3 million dollars. *Requires: Highway 80 Culvert Upsize, Harbor Boulevard Culvert Upsize, Harbor Boulevard to Railroad Channel Expansion, Citrus Street Culvert Upsize, Railroad Culvert Upsize, Railroad to Jefferson Channel Expansion, Sacramento Avenue Detention Basin, Alyce Norman School Detention Basin Culvert Upsize*

The following culverts along the main channel are a major constriction and push the water surface elevations up. Increasing the culvert sizes will allow for water to move downstream more with less restriction resulting in lowered water surface elevations in the main channel. The culvert expansions should be implemented downstream to upstream in the following order:

Highway 80 Culvert Upsize will add an additional 7.5-foot diameter pipe to the existing 7.5-foot diameter pipe. This implementation cost for the project is estimated to be 4.1 million dollars. *Requires: None.*

Harbor Boulevard Culvert Upsize will add an additional 7.5-foot diameter pipe to the existing dual 5-foot diameter pipes. This implementation cost for the project is estimated to be 1.6 million dollars. *Requires: Highway 80 Culvert Upsize.*

Citrus Street Culvert Upsize will add an additional 6.5-foot diameter pipe to the existing 6-foot diameter pipe. This implementation cost for the project is estimated to be 0.3 million dollars. *Requires: Highway 80 Culvert Upsize, Harbor Culvert Upsize, and Harbor Boulevard to Railroad Channel Expansion.*

Railroad Culvert Upsize will add an additional 6.0-foot diameter pipe to the existing 6.5-foot diameter pipe. A second pipe under the railroad will add an additional 7.5-diameter pipe to the existing 4.5-foot diameter pipe. This implementation cost for the project is estimated to be 1.3 million dollars. *Requires: Highway 80 Culvert Upsize, Harbor Culvert Upsize, and Harbor Boulevard to Railroad Channel Expansion, and Citrus Culvert Upsize.*

Channel Expansion

Harbor Boulevard to Railroad Channel Expansion will increase the main channel's south bank will be excavated by 15-feet while maintained a minimum 15-foot vehicle access bench. In conjunction with culvert upsizing, the main channel tailwater elevation will be lowered from Harbor Boulevard moving upstream, benefiting flood locations adjacent to Node 81M742, Node 81M772, and Node 81M846. The implementation cost for the project is estimated to be 0.1 million dollars. *Requires: Highway 80 Culvert Upsize and Harbor Culvert Upsize*

Railroad to Jefferson Channel Expansion will increase the main channel's south bank will be excavated by 15-feet while maintained a minimum 15-foot vehicle access bench. In conjunction with culvert upsizing, the main channel tailwater elevation will be lowered from Harbor Boulevard moving upstream, benefiting flood locations adjacent to Node 81M742, Node 81M772, and Node 81M846. This implementation cost for the project is estimated to be 0.6 million dollars. *Requires: Highway 80 Culvert Upsize, Harbor Culvert Upsize, and Harbor Boulevard to Railroad Channel Expansion, Citrus Culvert Upsize, and Railroad Culvert Upsize.*

Pump Station Retrofits

Two pump station retrofits are proposed to keep underpasses dry in the 100-year design storm. The Jefferson Pump Station requires a capacity increase to 8 cfs to address 100-year flooding on Jefferson Boulevard under the railroad, represented by Node 81M069. This implementation cost for the project is estimated to be 5.6 million dollars. *Requires: Highway 80 Culvert Upsize, Harbor Culvert Upsize, and Harbor Boulevard to Railroad Channel Expansion, Citrus Culvert Upsize, Railroad Culvert Upsize, Railroad to Jefferson Channel Expansion, and Sacramento Avenue Detention Basin.*

The 5th Street Pump Station (5th Street Underpass Alternative 1) requires a capacity increase to 22 cfs to address 100-year flooding on 5th Street under the railroad, represented by Node 81M095. This implementation cost for the project is estimated to be 7.5 million dollars. One alternative to the 22 cfs pump upgrade, is to increase the pump station capacity to 8 cfs and add 0.8-acre-feet of detention storage in an underground vault (5th Street Underpass Alternative 2). The underground detention vault requires additional excavation and structural reinforcing to contain the flows, but can allow some development on the surface, such as a parking lot or park. This implementation cost for the project is estimated to be 5.4 million dollars. *Highway 80 Culvert Upsize, Harbor Culvert Upsize, and Harbor Boulevard to Railroad Channel Expansion, Citrus Culvert Upsize, Railroad Culvert Upsize, Railroad to Jefferson Channel Expansion, and Sacramento Avenue Detention Basin.*

9.1.2 Causeway and Racetrack Pump Station

Improvement projects are needed throughout both watersheds to reduce flood depths to below or equal with the building pad elevations. The two primary mechanisms to reduce water surface elevations are through conveyance improvements to move flows more quickly downstream and detention improvements to decrease the peak flows in the system. Four main categories of projects have been used to reduce water surface elevation:

1. Locations that have pipes/overland flow paths insufficient capacity to convey the 100-year design storm flow can be addressed through trunk drain upsizing alone. Upsizing may require the replacement of a pipe with an increased diameter or if cover is limited, the addition of a second pipe.
2. At most locations where the predicted flooding cannot be mitigated through trunk drain upsizing alone, the flooding is addressed through the addition of detention storage. The following detention basins are proposed: Westmore Oak School Detention Basin, Westfield School Detention Basin, El Rancho Detention Basin, Michigan Boulevard Detention Basin, and 5th Street Detention Basin. All basins are proposed to be offline.

- The Michigan Boulevard Detention Basin and Westfield School Detention Basins require isolation (flap gates) to prevent backflow from downstream trunk drains.
3. Predicted locations of flooding near the downstream end of the drainage systems that cannot be mitigated through trunk drain upsizing alone can be addressed through one of three alternatives: additional pumping, additional downstream detention, or a combination of both.
 - Downstream Alternative 1: Pump Station Only - A pump capacity increase of 226 cubic feet per second (cfs) will be applied to Racetrack Pump Station to mitigate flooding, for a total pump station capacity of 340 cfs. Two culvert expansion will be required to convey flow more quickly to Racetrack Pump Station, Racetrack Culvert Expansion and West Capitol Culvert Expansion. The estimated implementation cost for this project is 44.8 million dollars.
 - Downstream Alternative 2: Detention Only - Instead of added pumping capacity, construction of 74.8 acre-feet of detention storage near the downstream end of the watershed can mitigate the predicted flooding. This scenario would include offline detention basins at West Capitol Avenue Detention Basin, Estes Terminal Detention Basin, and Lake Washington Expansion. One culvert expansion is required at West Capitol to improve conveyance. The estimated implementation cost for this project is 12.6 million dollars, which does not include property acquisition.
 - Downstream Alternative 3: Pump Station and Detention - A third option is to increase pumping capacity to the desired magnitude and add a portion of the 74.8 acre-feet of detention storage volume to mitigate the nearby flooding. For example, Racetrack Pump Station could have a 90 cfs pump capacity increase for a total pump station capacity of 194 cfs and 40 acre-feet of detention to provide the remaining system capacity. The West Capitol Avenue Detention Basin was used to cost this alternative, but a variety of other sites could be used. Racetrack Culvert Expansion and West Capitol Culvert Expansion are included with this option to increase upstream conveyance. The estimated implementation cost for this project is 24.7 million dollars.

The type of improvement applicable to each of the problem locations are described below:

- Seaport Boulevard at Enterprise Boulevard (Node CWM184 and Node CWM187), Seaport Boulevard at Enterprise Boulevard (Node CWM685), Harbor Boulevard and West Capitol Boulevard (Node RTM229): Trunk drain upsizing
- Merkley Avenue from El Rancho Court to Jefferson Boulevard (Node CWM607, CWM608, CWI720, CWO689) and North of Highway 50 and west of Sycamore Avenue (Node CWM577): Detention
- Walnut Street north of Michigan Boulevard (Node CWM912): Detention storage and trunk drain upsizing
- 5th Street and South River Road (Node CWI746): Detention storage OR trunk drain upsizing
- Poplar Avenue and Rockrose Road (Node CWM896, Node CWI896, Node CWI900) and Portsmouth Court and Michigan Boulevard (Node CWI918 and Node CWI924): Detention storage and isolation (Flap Gate)
- Area adjacent to Lake Washington (Node CWO007, CWO010, CWO013, CWO016, RTO082, RTO085) and Doran Avenue at Marigold Street (Node RTM163, RTM166, CWI397): Pump upsizing and/or detention

There are nodes on the Figures Causeway and Racetrack Watershed (West), Causeway and Racetrack Watershed (Central), and Causeway and Racetrack Watershed (East) that are highlighted in orange, indicating the 100-year flood depth exceeds the allowable flood depth, but no improvements are proposed to address this flooding. The flooding at Nodes CWOVS25, CWI544, CWM556, CWI992 is the result of a pipe with insufficient capacity to convey the 100-year design storm. Although the predicted flood depths are relatively large, the peak water surface elevation is at or below the nearby building pad elevations. The flooding at Node CWM160 represents the West Capitol Avenue roadway underpass that contains water in the 100-year storm. Although the underpass is flooded in the 100-year storm, adjacent building pad elevations are unaffected. If this underpass is designated as an evacuation route by the City, the pumping capacity will need to be increased. The flooding at CWO148 and CWI914 is the result of lack of capacity within the trunk system but does not produce pad flooding.

Descriptions of Improvements

Projects within the Causeway and Racetrack Watershed have been described in detail to better understand flood location, individual project components, preliminary costs, and required project sequence. Improvements are shown in **Figure 9-3** Causeway and Racetrack Watershed (West), **Figure 9-4** Causeway and Racetrack Watershed (Central), **Figure 9-5** Causeway and Racetrack

Watershed (East). Preliminary costs are presented as implementation costs, which includes a 20-percent construction contingency, then a 10-percent planning and design contingency, 10-percent construction management contingency, 5-percent environmental review and mitigation contingency, and a 5-percent program implementation contingency is applied. The cost for land acquisition can be a significant amount of the total project cost for drainage improvements, especially for acquisition of detention storage sites. Land acquisition costs are highly variable and are not included with the implementation costs. In certain cases, the implementation of a project requires another project to be installed first. A general rule is that conveyance project should not be implemented where downstream conditions could be made worse. This is noted as “requires” at the end of the project statement.

Pipe Upsize

The Walnut Street Pipe Upsize will address flooding at homes on Walnut Street north of Michigan Boulevard, represented by Node CWM912. The existing trunk drain will be upsized from a 3-foot pipe to dual 4-foot diameter pipes increasing to dual 5-foot diameter pipes. This implementation cost for the project is estimated to be 4.8 million dollars. *Requires: Westfield School Detention Basin.*

The Enterprise Boulevard Pipe Upsize will address flooding at businesses on Seaport Boulevard at Enterprise Boulevard, represented by Node CWM187 and CWM184. The existing trunk drain is undersized and will be increased from a 4.5-foot pipe diameter to 6-foot pipe diameter. Upstream, the pipe will be increased from a 3.5-foot diameter pipe to a 4-foot diameter pipe. This implementation cost for the project is estimated to be 3.5 million dollars. *Requires: Downstream Detention Basins or Downstream Pumping*

The Clarendon Street Pipe Upsize will address flooding at businesses on Seaport Boulevard at Enterprise Boulevard, represented by Node CWM187 and CWM184. The existing trunk drain is undersized and will be increased from a 4.5-foot diameter pipe to 6-foot diameter pipe. Upstream, the pipe will be increase from a 3.5-foot diameter pipe to a 4-foot diameter pipe. This implementation cost for the project is estimated to be 0.7 million dollars. *Requires: Downstream Detention Basins or Downstream Pumping*

The Houston Street Culvert Upsize will address flooding at businesses on Harbor Boulevard north of West Capitol Boulevard, represented by Node RTM229. The existing culvert is undersized and will be increased from a 4-foot diameter pipe to 6-foot diameter pipe. The intent of this project is to work in tandem with the Harbor Boulevard Pipe Upsize. This implementation cost for the project is estimated to be 0.9 million dollars. *Requires: Harbor Boulevard Pipe Upsize, Downstream Detention Basins or Downstream Pumping*

The Harbor Boulevard Pipe Upsize will address flooding at businesses on Harbor Boulevard north of West Capitol Boulevard, represented by Node RTM229. Sections of the existing trunk sewer are undersized and will be increased from a 4-foot diameter pipe to 6-foot diameter pipe. Upstream the pipe size will be increase from 2.5 to 4 feet in diameter. This implementation cost for the project is estimated to be 1.8 million dollars. *Requires: Houston Street Culvert Upsize and Downstream Detention Basins or Downstream Pumping*

The Racetrack Culvert Expansion will address flooding at businesses business along Commerce Drive at Northport Drive represented by Node RTM166 and Node RTM163. The existing culvert is undersized and will be increased from a 3.5-foot diameter pipe to 5-foot diameter pipe. This implementation cost for the project is estimated to be 0.2 million dollars. *Requires: Downstream Pumping*

West Capitol Culvert Expansion will address flooding at homes along the northern shore of Lake Washington represented by Node CWO007, Node CWO010, Node CWO013, and Node CWO016; and businesses along the drainage ditch at 4235 and 4203 West Capitol Avenue represented by Node RTO082 and Node RTO085. The existing dual culverts are undersized and will be increased from dual 3-foot diameter pipes to dual 5.5-foot diameter pipes. City staff noted that a new 16-inch water main is proposed at this location that may prevent future installation of larger culverts. Cover may also be an issue for larger culverts. Therefore, this improvement may need to be a larger number of smaller culverts or a series of box culverts. This should be defined as a part of the detailed design of this facility. This implementation cost for the project is estimated to be 0.4 million dollars. *Requires: Harbor Boulevard Pipe Upsize, Downstream Detention Basins or Downstream Pumping*

Upstream Detention Basins

The following detention basins address local flood problems and provide benefits to locations downstream.

Westmore Oaks School Detention Basin addresses flooding at buildings north of Highway 50 and west of Sycamore Avenue represented by Node CWM577. This detention basin has a 28.12-acre footprint and stores 83.7-acre-feet in the 100-year design storm. The detention basin will be mostly dry during typical storms up to the 5-year event. During larger, less frequent events, flows will inundate a larger portion of the basin. The detention basin is proposed to be graded with 3:1 horizontal to vertical side slopes and will retain multi-use functionality. The existing twin 6-foot pipes north of Westmore Oaks would be removed and replaced with an open channel. The south bank of the channel would be built with a riprap edge acting as an inflow weir to the detention basin. Water would exit the detention basin via a separate discharge pipe with flap gate. This implementation cost for the project is estimated to be 24.9 million dollars. *Requires: None.*

The El Rancho Court Detention Basin addresses flooding on Merkley Avenue from El Rancho Court to Jefferson Boulevard represented by Node CWI720, Node CWO689, Node CWM607, and Node CWM608. The El Rancho Court Detention Basin is a 2.2-acre basin that will store 12.8 acre-feet in the 100-year design storm. The detention basin will be mostly dry during typical storms up to the 5-year event. During larger, less frequent events, flows will inundate a larger portion of the basin. The detention basin will be graded with 3:1 horizontal to vertical side slopes. The West Capitol Detention Basin is offline and water in the adjacent channel will spill over the banks to enter and exit the basin. This implementation cost for the project is estimated to be 2.0 million dollars. *Requires: None.*

Westfield School Detention Basin addresses flooding at homes on Poplar Avenue and Rockrose Road represented by Node CWI900 and Node CWM896. Currently flows from the 6.5-foot trunk drain backflow through a ditch to Poplar Avenue and Rockrose Road. The culvert at the end of the ditch will be fitted with a flap gate to eliminate this occurrence. The detention basin will also relieve flooding at Walnut Street north of Michigan Boulevard. The Westfield School Detention Basin has a 4.5-acre footprint and stores 22.0-acre-feet in the 100-year design storm. The detention basin will be mostly dry during typical storms up to the 5-year event. During larger, less frequent events, flows will inundate a larger portion of the basin. The detention basin is proposed to be graded with 3:1 horizontal to vertical side slopes and higher-elevation tiers will retain full multi-use functionality. Flows will spill into the detention basin through two inlet structures, one on Polar Avenue and one at the southwest corner of the school playfield. The existing 1.75-foot diameter pipe will be increased to a 2.5-foot diameter pipe to increase conveyance to the Poplar inlet structure. Flows will return to the 6.5-foot trunk drain through a discharge pipe fitted with a flap gate. This implementation cost for the project is estimated to be 5.1 million dollars. *Requires: None.*

Michigan Boulevard Detention Basin addresses flooding at homes on Portsmouth Court and Michigan Boulevard represented by Node CWI918 and at Rockrose Road and Laurel Lane represented by Node CWI924. Currently flows from the 4-foot trunk drain backflow through an overland ditch to Portsmouth Court. A 24-inch flap gate will be installed to eliminate this occurrence. Michigan Boulevard Detention Basin has a 2.3-acre footprint and stores 6.4-acre-feet in the 100-year design storm. The detention basin will be mostly dry during typical storms up to the 5-year event. During larger, less frequent events, flows will inundate a larger portion of the basin. Flows will spill into the detention basin through a 3-foot diameter inflow pipe running from Portsmouth Court and Michigan Boulevard. This implementation cost for the project is estimated to be 5.0 million dollars. *Requires: None.*

The South River Road Detention Basin (South River Road Alternative 1) addresses flooding at businesses on 5th Street west of South River Road and is represented by Node CWI746. The South River Street Detention Basin has a 2.26-acre footprint and stores 2.3-acre-feet in the 100-year

design storm. The detention basin will be mostly dry during typical storms up to the 5-year event. During larger, less frequent events, flows will inundate a larger portion of the basin. Flows will spill into the detention basin through a 2-foot by 4-foot inflow pipe running from the existing 2.5-foot diameter pipe. This implementation cost for the project is estimated to be 1.3 million dollars. *Requires: None.*

An alternative project to the South River Detention Basin would be a conveyance improvement of the existing pipe system on South River Road (South River Road Alternative 2). The existing 2-foot diameter pipe would be upsized to dual 3-foot diameter pipe. This implementation cost for the project is estimated to be 2.9 million dollars. *Requires: El Rancho Court Detention Basin or Westmore Oaks School Detention*

Downstream Detention Basins

The following detention basins work collectively to address flooding at the four following areas: homes along the northern shore of Lake Washington represented by Node CWO007, Node CWO010, Node CWO013, and Node CWO016; businesses along the drainage ditch at 4235 and 4203 West Capitol Avenue represented by Node RTO082 and Node RTO085; business along Commerce Drive at Northport Drive represented by Node RTM166 and Node RTM163; and homes on Doran Avenue at Marigold Street. The potential flooding at these locations require the water surface elevation to be reduced through detention or pumping.

- The Lake Washington Expansion is a 2.7-acre expansion to Lake Washington and adds 21.5 acre-feet to the lake in the 100-year design storm. The expansion will utilize 3:1 horizontal to vertical side slopes. Three headwalls will need to be added at the three existing storm pipes discharging into the lake. This implementation cost for the project is estimated to be 1.4 million dollars. *Requires: None.*
- The West Capitol Avenue Detention Basin is a 14.8-acre basin and contains 41.7 acre-feet in the 100-year design storm. The detention basin is dry in 5-year design storm as intended to be used as a multi-use facility. The detention basin is proposed to be graded with 3:1 horizontal to vertical side slopes. The West Capitol Detention Basin is offline and water in the adjacent channel will spill over the banks to enter and exit the basin. This implementation cost for the project is estimated to be 9.3 million dollars. *Requires: None.*
- The Estes Terminal Detention Basin is a 4-acre basin and contains 11.6 acre-feet in the 100-year design storm. The detention basin will be mostly dry during typical storms up to the 5-year event. During larger, less frequent events, flows will inundate a larger portion of the basin. The Estes Terminal Detention Basin is offline and water in the adjacent channel will spill over a rip-rap weir to inflow and discharge will be regulated by a discharge fitted with a one 24-inch flap gate. This

implementation cost for the project is estimated to be 1.9 million dollars. *Requires: None.*

Downstream Pump Station

The Racetrack Pump Station has been identified by the City for a capacity increase as an alternative to the downstream detention basins of Lake Washington Expansion, West Capitol Avenue Detention Basin, and Estes Terminal Detention Basin. The current Racetrack Pump Station needs to be fully refurbished and the operation is not well understood. RD900 has requested the new pump station to be constructed at the elevation of the City's perimeter levee. A pump capacity of 340 cfs is required to accommodate 100-year design storm flows. This implementation cost for the project is estimated to be 44.3 million dollars. *Requires: None.*

9.1.3 Deerwood

Improvement projects are needed to reduce flood depths to below or equal with the building pad elevations. The two primary mechanisms to reduce water surface elevations are conveyance improvements to move flows more quickly downstream and detention improvements to decrease the peak flows in the system. The main categories of projects that have been evaluated to reduce water surface elevations is:

- Flooding caused by a lack of capacity at the Deerwood Pump Station requires the addition of detention storage, additional pumping capacity, or a combination of both.

The proposed improvements are shown on the **Figure 9-6 Deerwood and Lock Watershed**. The type of improvement applicable to each of the problem locations are described below:

- Deerwood Street at Lakewood Drive (Node DW_WW): Added detention storage OR additional pumping OR downstream detention and additional pumping.

Descriptions of Improvements

Projects within the Deerwood and Lock Watershed have been described in detail to better understand flood location, individual project components, preliminary costs, and required project sequence. Preliminary costs are presented as implementation costs, which includes a 20-percent construction contingency, then a 10-percent planning and design contingency, 10-percent construction management contingency, 5-percent environmental review and mitigation contingency, and a 5-percent program implementation contingency is applied. The cost for land acquisition can be a significant amount of the total project cost for drainage improvements, especially for acquisition of detention storage sites. Land acquisition costs are highly variable and are not included with the implementation costs. In certain cases, the implementation of a project

requires another project to be installed first. A general rule is that conveyance project should not be implemented where downstream conditions could be made worse. This is noted as “requires” at the end of the project statement.

Pump Station

The Deerwood Pump Station addresses potential flooding at homes along Deerwood Street at Lakewood Drive represented by Node DW_WW. The Deerwood Pump Station Relocation project will move the 0.9 pump station from the existing location to the northeast corner of the Deerwood Detention Basin. The Deerwood Pump Station will be rebuilt as a submersible pump with a pump station capacity of 9 cfs. A 2-foot discharge line will be added to empty the flows into the existing trunk drain. At this capacity, the downstream portion of the trunk drain size is adequate. This implementation cost for the project is estimated to be 4.7 million dollars. *Requires: Deerwood Detention Basin.*

Detention Basin

The Deerwood Detention Basin stores flows in excess of the pump station capacity during a 100-year storm. Peak incoming flows from the Deerwood Street at Lakewood Drive neighborhood are 25 cfs. The Deerwood Detention Basin has a 0.93-acre footprint and stores 2.7-acre-feet in the 100-year design storm. Flows from the existing inlet will be piped in a 24-inch storm line below existing 60-inch Sacramento Regional County Sanitation District (SRCSD) forcemain, whose elevation needs to be confirmed at this location. The basin will be inundated in all storms and will be emptied by the Deerwood Pump Station Relocate project. This implementation cost for the project is estimated to be 2.1 million dollars. *Requires: Deerwood Pump Station Relocation.*

9.1.4 Lock

Improvement projects are needed to reduce flood depths to below or equal with the building pad elevations. The two primary mechanisms to reduce water surface elevations are conveyance improvements to move flows more quickly downstream and detention improvements to decrease the peak flows in the system. The main categories of projects that have been evaluated to reduce water surface elevation are:

- Locations that have pipes/overland flow paths unable to accommodate the 100-year design storm flow can be addressed through trunk drain upsizing alone. Upsizing may require the replacement of a pipe with an increased diameter or if cover is limited, the addition of a second pipe.

The proposed improvements are shown on Figure *Deerwood and Lock Watershed*. The type of improvement applicable to each of the problem locations are described below:

- Alabama Avenue at 13th Street (Node LKOV16): Trunk drain upsizing

Descriptions of Improvements

Projects within the Lock watershed have been described in detail to better understand flood location, individual project components, preliminary costs, and required project sequence. Preliminary costs are presented as implementation costs, with a 20-percent contingency. The cost for land acquisition can be a significant amount of the total project cost for drainage improvements, especially for acquisition of detention storage sites. Land acquisition costs are highly variable and are not included with the implementation costs. In certain cases, the implementation of a project requires another project to be installed first. A general rule is that conveyance project should not be implemented where downstream conditions could be made worse. This is noted as “requires” at the end of the project statement.

Pipe Upsize

The Jefferson Boulevard pipe upsize will address flooding along Alabama Avenue at 13th Street, represented by Node LKOV16 on Attachment X. Currently, flows from Jefferson Boulevard discharge northwest on Circle Street to Alabama Avenue at 13th Street. The existing pipe will need to be upsized to a 5-foot diameter pipe for adequate conveyance capacity. The most downstream portion of the pipeline discharging to the Deep Water Channel will be 6-foot in diameter. The estimated implementation cost for this project is 4.8 Million dollars. Requires: None.

9.2 SOUTH BASIN

In any urbanized environment with existing development requiring improvements to drainage infrastructure, there are always constraints for increasing the size/footprint of existing facilities or siting new facilities. Existing streets and occupied residential/commercial structures must be allowed to exist, and infrastructure must be fit where room exists. If there is no room, then hard decisions must be made to harm the fewest properties while safeguarding the remaining properties.

Fortunately, in the South Basin, the existing drainage facilities have been laid out in a very organized manner. The Main Drain channel corridor is the backbone of the drainage system, collecting the majority of the South Basin runoff and flowing through existing developed areas until it reaches the Main Drain pump station. The already upgraded pump station has been purposefully sized to match the conveyance capacity of the Main Drain channel and evacuate all runoff into the Deep Water Ship Channel. All watersheds with new and proposed development have shared the optimized capacity of the existing Main Drain channel, to avoid the impact of widening the existing channel and potentially removing existing homes constructed along the Main Drain channel.

All watersheds draining into the Main Drain system have been configured to locally detain their own runoff and limit the peak flow reaching the Main Drain channel, to stay within this flow constraint. With the flatness of the South Basin terrain, the most efficient way to configure local detention and maximize development was to construct deeper detention basins and pump from these detention basins into the Main Drain conveyance system. In this manner the pumping provides a relatively constant outflow of the stored volume, minimizing the volume required. If a gravity detention basin can be configured to drain into the Main Drain channel without pumping this eliminates the cost of the pump station but increases the footprint of the detention basin and reduces developable land. Such a gravity basin is subjected to the downstream tailwater constraints and must hold all water until downstream channels have receded enough to allow for gravity drainage.

The improvements to the South Basin proposed under this master plan work well within these constraints, offering very few improvement alternatives. While some alternatives may exist that allow for reconfiguration of local detention and pumping, any major reconfiguration of the Main Drain channel is considered infeasible. The following alternatives were considered for local detention and pumping to serve the approved General Plan land uses but were considered significantly less feasible than the proposed master plan layout provided in this master plan.

Lake Washington – In order to serve development under the current City’s general land use plan, the runoff must be detained and/or discharged safely. The Lake Washington watershed can be configured to drain either to the Main Drain channel or to the Deep Water Ship Channel. While gravity drainage to the Main Drain channel has been proven feasible, gravity drainage to the Deep Water Ship Channel is significantly less feasible. The elevations of the ground surface within the watershed are only slightly higher than normal operating conditions in the Deep Water Ship Channel. Any gravity drainage consideration would need to perform significant evaluations of the timing and coincidence of raised water surfaces in the Deep Water Ship Channel during the wet season. If water levels are raised for longer periods of time, due to backwater from the Yolo Bypass, all local runoff in the watershed could potentially need to be stored for weeks. Once waters recede it would be very difficult to drain stored water by gravity with very low elevational differences, requiring very large gravity pipe connections through an earthen embankment which currently protects the South Basin from external flooding.

Pumping to the Deep Water Ship Channel would be more expensive than an internal pump station, as water would need to be lifted to higher elevations, and would require approval by the State for increasing discharges to the regional flood system and potentially impacting the integrity of the levee protection system.

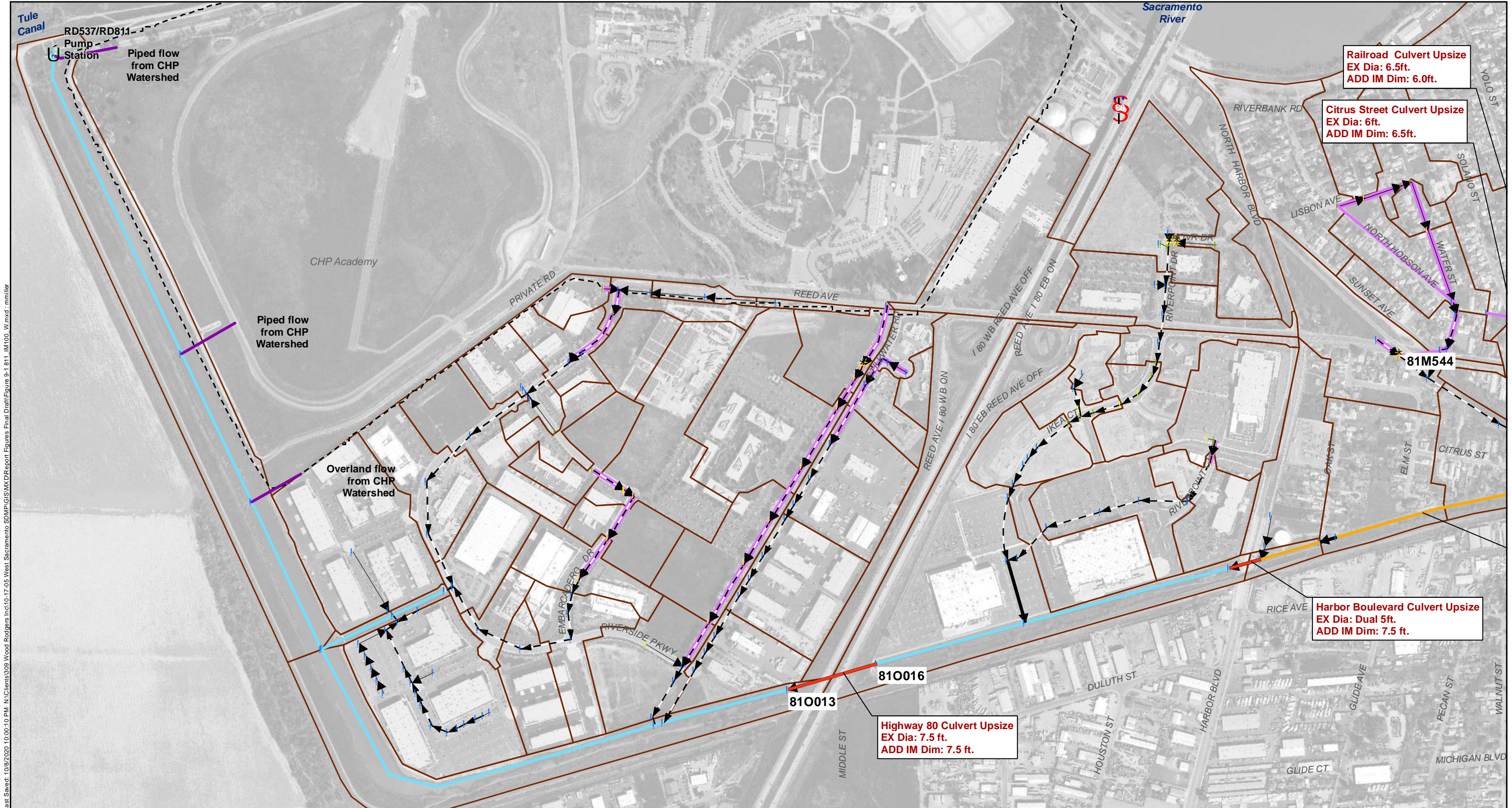
Pumping to the Main Drain channel could allow for a reduction in the footprint of Lake Washington. However, the existing lake area has been considered a wetland, and any reclamation of the existing lake footprint would be very difficult from an environmental and cost perspective.

Gateway/Stonegate and Stone Lock – The future Gateway/Stonegate and Stone Lock area will have new low and medium residential development occupying the currently vacant areas planned for development within the General Plan. If additional runoff is not discharged to the Main Drain channel without pumping, then additional runoff must be stored and or discharged to the Sacramento River. Gravity detention would require significant changes to the General Plan and reduce development footprints, which is considered infeasible. Gravity drainage to the Sacramento River is also infeasible. Pumping to the Sacramento River would be very costly and difficult to design while maintaining the integrity of the levee system.

Yarbrough – The proposed Yarbrough project is located at the downstream end of the Main Drain system, with only a short distance to the existing Main Drain pump station. Given the proximity to this existing discharge point, the most feasible alternative for this project is to convey upstream runoff through the project site while also detaining onsite runoff enough to prevent offsite impacts and safely elevate new development above proposed water levels. The current configuration of storage and conveyance through the Yarbrough site was provided in the form of a grading plan to Wood Rodgers from the City. It is Wood Rodgers' understanding that this grading was developed by the project proponent.

The grading within the Yarbrough site works very well to both store and convey runoff and protect all existing and proposed development within the General Plan. There may be opportunity to optimize this concept during detailed design in the future, and decrease storage/conveyance without adversely impacting development, however, until more detail site layouts are developed, it is not advantageous to adjust grading from that already provided by the project proponent.

Any other alternatives would involve creating new pumped discharge which would be more inefficient than utilizing the full design discharge capacity of the already-constructed Main Drain pump station.



Last Saved: 10/6/2020 10:00:10 PM N:\Clients\309 Wood Rodgers Inc\10-17-06 West Sacramento SDMP\GIS\MXD\Report Figures\Final Draft\Figure 9-1 811_1M100_W.mxd : rmilller

Existing Components		Model Node - Flood Depth (feet)		Storage Node - Flood Depth (feet)	
	Pump		No Flooding		No Flooding
	Subshed		0.0 - 0.6		0.0 - 0.6
	CHP Watershed		0.6 - 1.6		0.6 - 1.6
	Overland Flow		1.6 - 3.0		1.6 - 3.0
	Inter-Watershed Flow		3.0 - 4.1		3.0 - 4.1
	Open Channel				
Proposed Projects					
	Pipe Implementation Project				
	Channel Expansion Project (10-15 foot width increase)				

Notes:
 1. 0.6-foot represents the approximate flood depth contained within the public right-of-way for a typical street section
 2. The proposed improvement projects meet the performance criteria of 100-year, 24-hour flood depth at or below pad elevation.

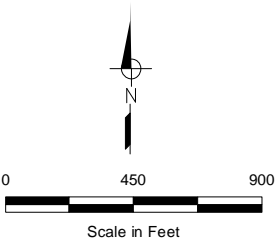
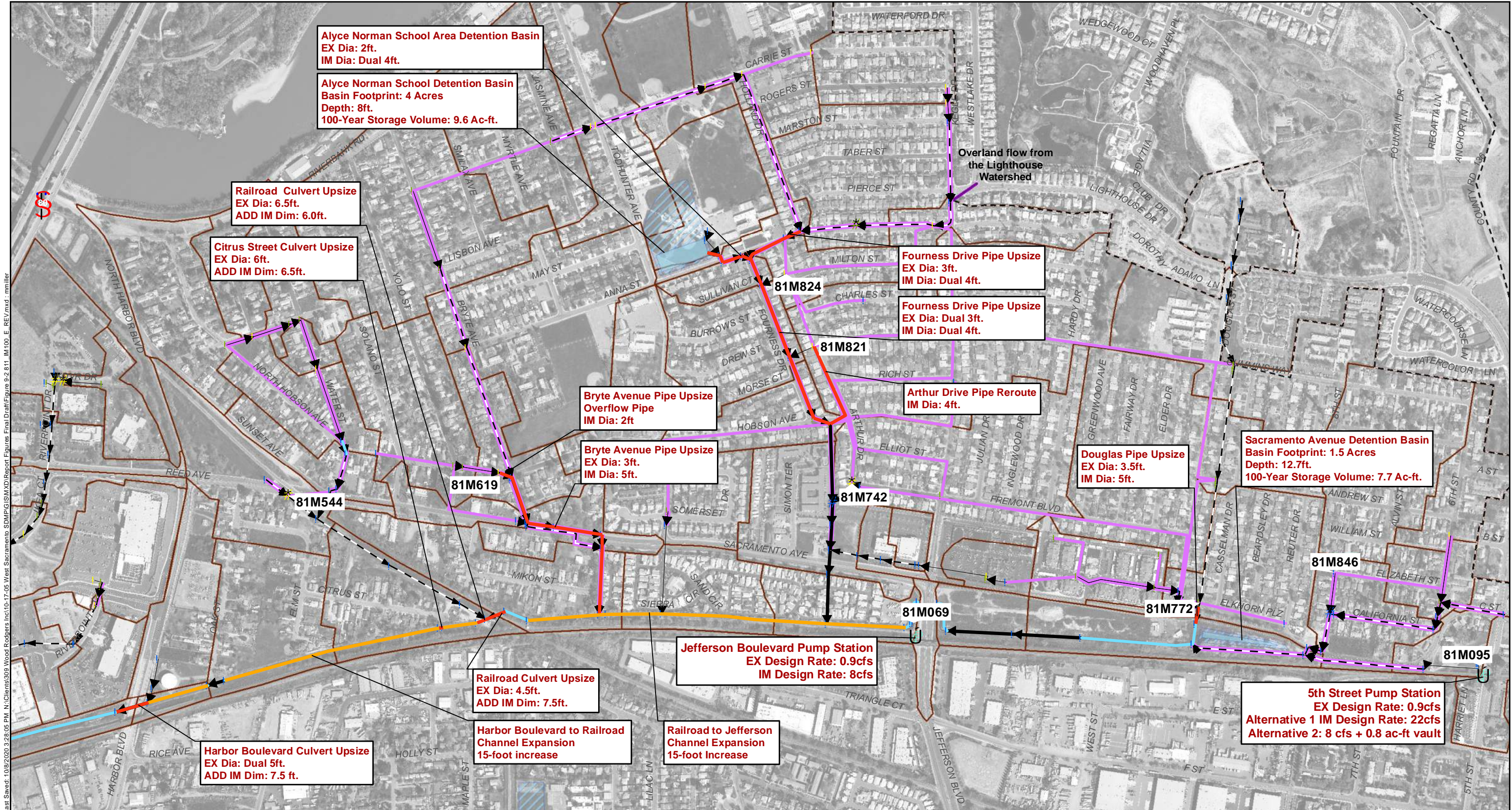


Figure 9-1
RD537/RD811 Watershed (West)
Improvement Projects

100-Year Storm



Existing Components

- Subshed
- Lighthouse Watershed
- Overland Flow
- Inter-Watershed Flow
- Open Channel Flow

Proposed Projects

- Pipe Upsize Project
- Channel Expansion Project (10-15 foot width increase)
- Detention Basin Footprint
- 5-Year Storm Inundation Area

Storage Node - Flood Depth (feet)	Model Node - Flood Depth (feet)
No Flooding	No Flooding
0.0 - 0.6	0.0 - 0.6
0.6 - 1.6	0.6 - 1.6
1.6 - 3.0	1.6 - 3.0
3.0 - 4.1	3.0 - 4.1

Notes:

- 0.6-foot represents the approximate flood depth contained within the public right-of-way for a typical street section.
- The proposed improvement projects meet the performance criteria of 100-year, 24-hour flood depth at or below pad elevation.

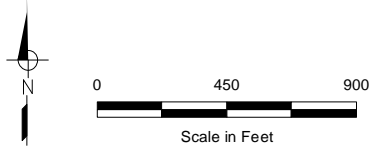
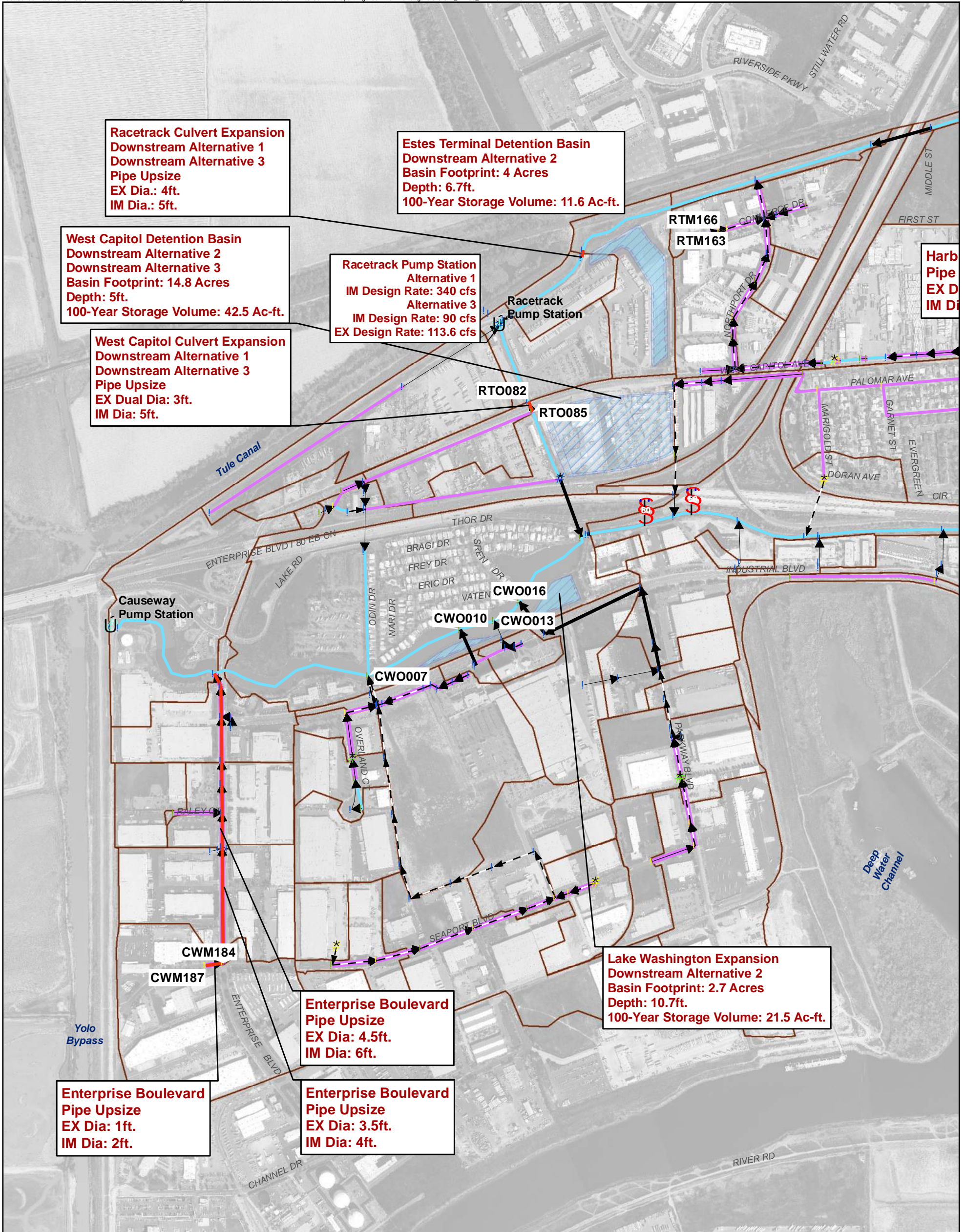


Figure 9-2
RD537/RD811 Watershed (East)
Improvement Projects

100-Year Storm
City of West Sacramento
Storm Drainage/Storm Water Master Plan Update
September 2020



Racetrack Culvert Expansion
 Downstream Alternative 1
 Downstream Alternative 3
 Pipe Upsize
 EX Dia.: 4ft.
 IM Dia.: 5ft.

Estes Terminal Detention Basin
 Downstream Alternative 2
 Basin Footprint: 4 Acres
 Depth: 6.7ft.
 100-Year Storage Volume: 11.6 Ac-ft.

West Capitol Detention Basin
 Downstream Alternative 2
 Downstream Alternative 3
 Basin Footprint: 14.8 Acres
 Depth: 5ft.
 100-Year Storage Volume: 42.5 Ac-ft.

Racetrack Pump Station
 Alternative 1
 IM Design Rate: 340 cfs
 Alternative 3
 IM Design Rate: 90 cfs
 EX Design Rate: 113.6 cfs

Harb Pipe
 EX D
 IM D

West Capitol Culvert Expansion
 Downstream Alternative 1
 Downstream Alternative 3
 Pipe Upsize
 EX Dual Dia: 3ft.
 IM Dia: 5ft.

Causeway Pump Station

Lake Washington Expansion
 Downstream Alternative 2
 Basin Footprint: 2.7 Acres
 Depth: 10.7ft.
 100-Year Storage Volume: 21.5 Ac-ft.

Enterprise Boulevard Pipe Upsize
 EX Dia: 4.5ft.
 IM Dia: 6ft.

Enterprise Boulevard Pipe Upsize
 EX Dia: 1ft.
 IM Dia: 2ft.

Enterprise Boulevard Pipe Upsize
 EX Dia: 3.5ft.
 IM Dia: 4ft.

Existing Components

- Pump
- Subshed
- Inter-Watershed Flow
- Overland Flow
- Open Channel Flow
- Conduit and Overland Flow
- Conduit - 21-inch to 30-inch
- Conduit - 30-inch to 54-inch
- Conduit - Greater than 54-inch

Storage Node - Flood Depth (feet)

- No Flooding
- 0.0 - 0.6
- 0.6 - 1.6
- 1.6 - 3.0
- 3.0 - 4.1

Model Node - Flood Depth (feet)

- No Flooding
- 0.0 - 0.6
- 0.6 - 1.6
- 1.6 - 3.0
- 3.0 - 4.1

Proposed Projects

- Pipe Upsize Project
- Open Channel with Weir
- 5-Year Storm Inundation Area
- Detention Basin Footprint

Notes:
 1. 0.6-foot represents the approximate flood depth contained within the public right-of-way for a typical street section.
 2. The proposed improvement projects meet the performance criteria of 100-year, 24-hour flood depth at or below pad elevation.

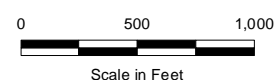
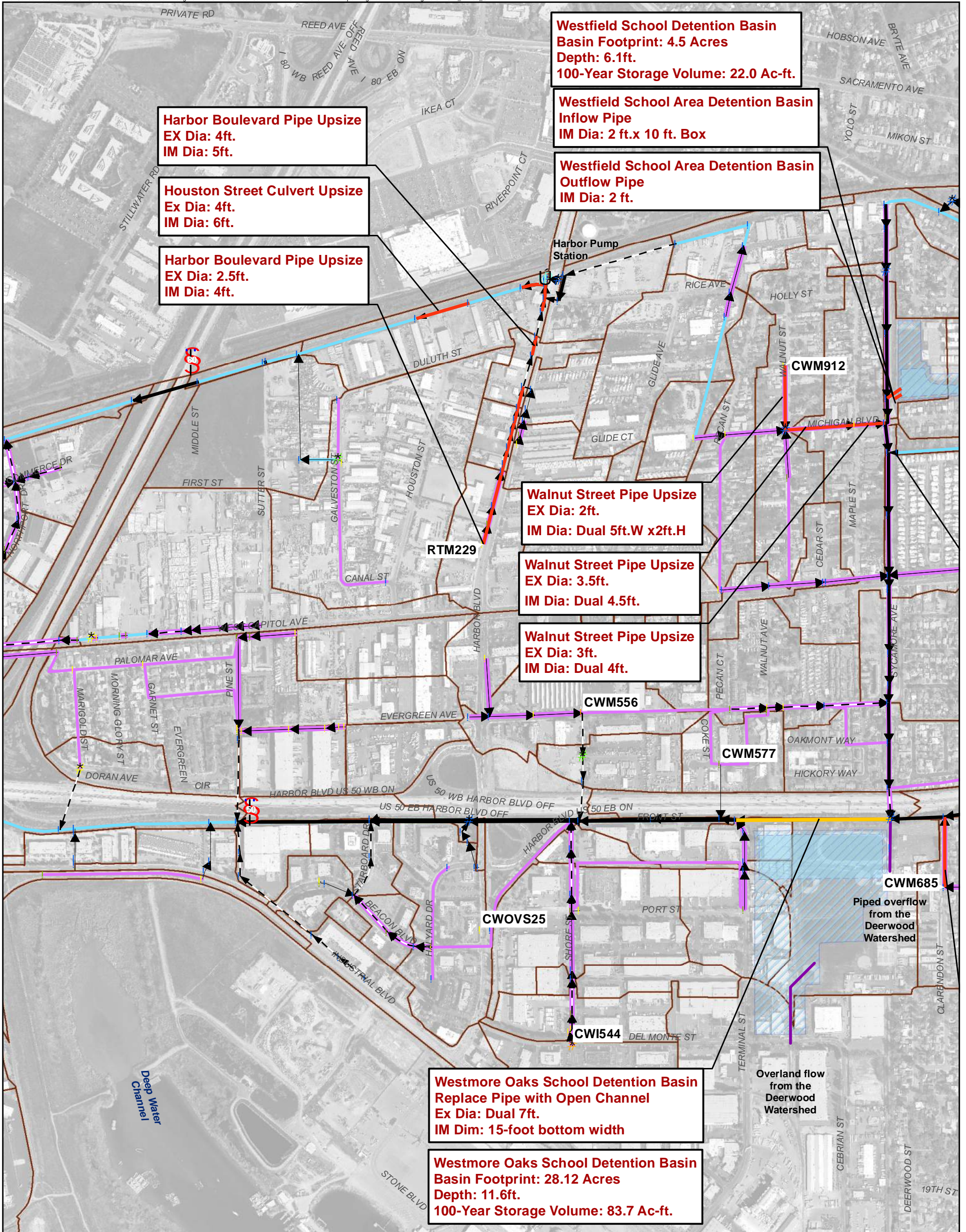


Figure 9-3
Causeway and Racetrack
Watershed (West)
Improvement Projects

100-Year Storm

City of West Sacramento
 Storm Drainage/Storm Water Master Plan Update
 September 2020





Existing Components

- Pump
- Subshed
- Inter-Watershed Flow
- Overland Flow
- Open Channel Flow
- Conduit and Overland Flow
- Conduit - 21-inch to 30-inch
- Conduit - 30-inch to 54-inch
- Conduit - Greater than 54-inch

Storage Node - Flood Depth (feet)

- No Flooding
- 0.0 - 0.6
- 0.6 - 1.6
- 1.6 - 3.0
- 3.0 - 4.1

Model Node - Flood Depth (feet)

- No Flooding
- 0.0 - 0.6
- 0.6 - 1.6
- 1.6 - 3.0
- 3.0 - 4.1

Proposed Projects

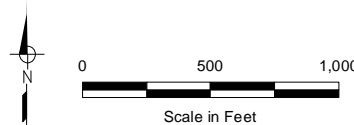
- Pipe Upsize Project
- Open Channel with Weir
- 5-Year Storm Inundation Area
- Detention Basin Footprint

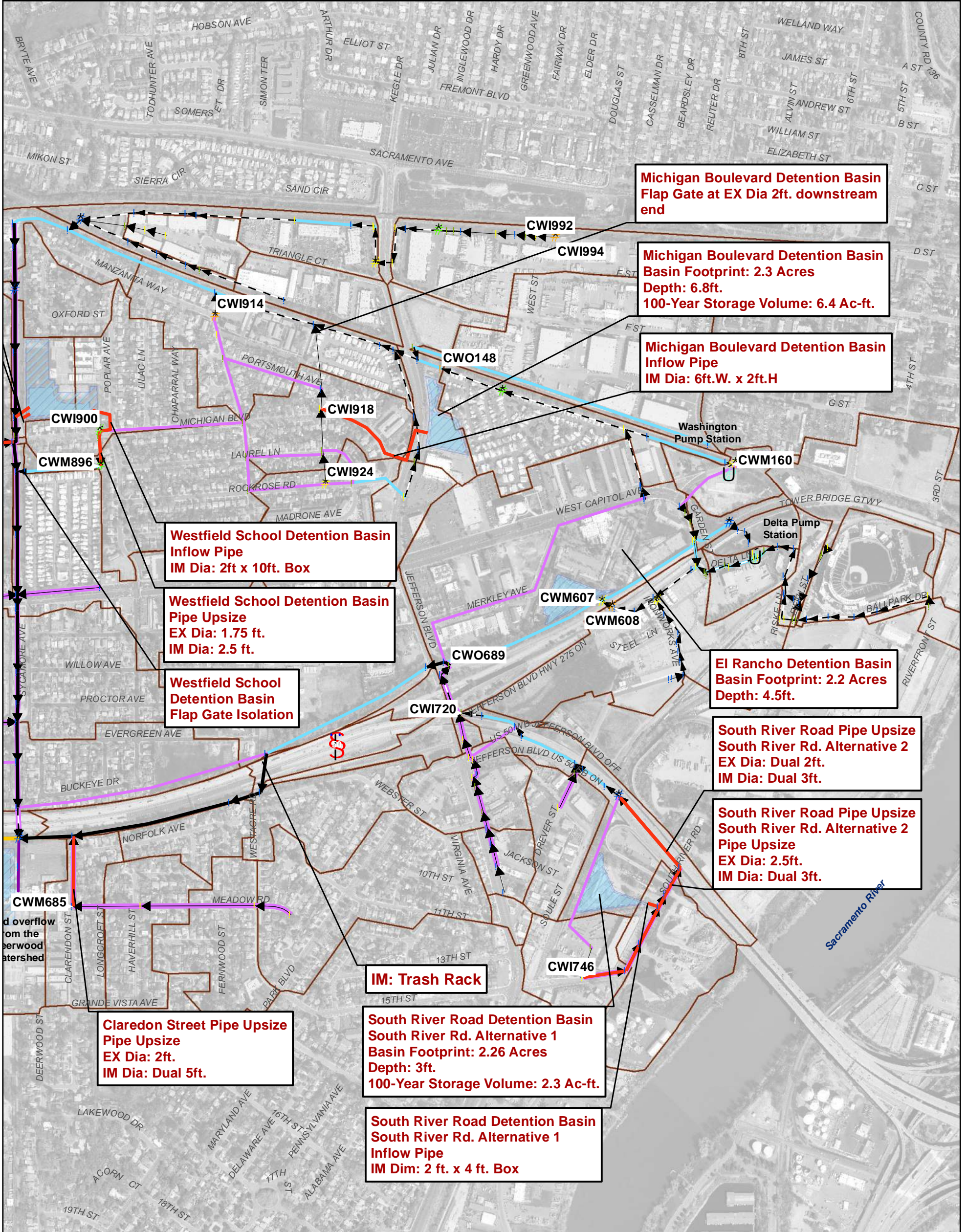
Notes:
 1. 0.6-foot represents the approximate flood depth contained within the public right-of-way for a typical street section.
 2. The proposed improvement projects meet the performance criteria of 100-year, 24-hour flood depth at or below pad elevation.

Figure 9-4
Causeway and Racetrack
Watershed (Central)
Improvement Projects

100-Year Storm

City of West Sacramento
 Storm Drainage/Storm Water Master Plan Update
 September 2020





Existing Components

- Pump
- Subshed
- Inter-Watershed Flow
- Overland Flow
- Open Channel Flow
- Conduit and Overland Flow
- Conduit - 21-inch to 30-inch
- Conduit - 30-inch to 54-inch
- Conduit - Greater than 54-inch

Model Node - Flood Depth (feet)

- No Flooding
- 0.0 - 0.6
- 0.6 - 1.6
- 1.6 - 3.0
- 3.0 - 4.1

Storage Node - Flood Depth (feet)

- No Flooding
- 0.0 - 0.6
- 0.6 - 1.6
- 1.6 - 3.0
- 3.0 - 4.1

Proposed Projects

- Pipe Upsize Project
- Open Channel with Weir
- 5-Year Storm Inundation Area
- Detention Basin Footprint

Notes:

1. 0.6-foot represents the approximate flood depth contained within the public right-of-way for a typical street section.
2. The proposed improvement projects meet the performance criteria of 100-year, 24-hour flood depth at or below pad elevation.

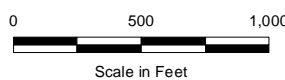
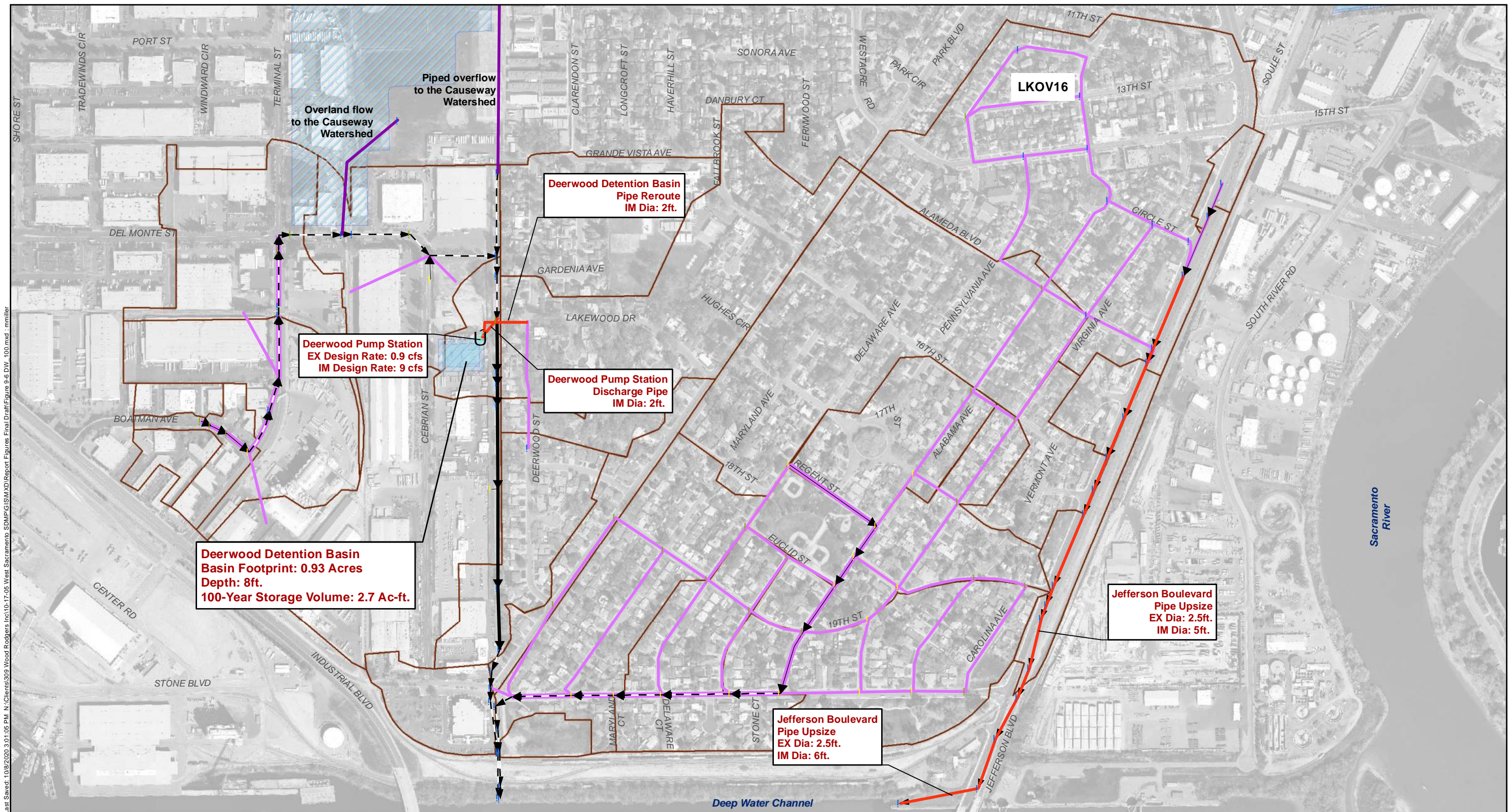


Figure 9-5
Causeway and Racetrack
Watershed (East)
Improvement Projects

100-Year Storm

City of West Sacramento
 Storm Drainage/Storm Water Master Plan Update
 September 2020





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Existing Components

- Pump
- Subshed
- Inter-Watershed Flow
- Overland Flow
- Conduit and Overland Flow
- Conduit - 21-inch to 30-inch
- Conduit - 30-inch to 54-inch
- Conduit - Greater than 54-inch

Proposed Projects

- Pipe Upsize Project
- Detention Basin Footprint
- 5-Year Storm Inundation Area

Storage Node - Flood Depth (feet)	Model Node - Flood Depth (feet)
No Flooding	No Flooding
0.0 - 0.6	0.0 - 0.6
0.6 - 1.6	0.6 - 1.6
1.6 - 3.0	1.6 - 3.0
3.0 - 4.1	3.0 - 4.1

Notes:

- 0.6-foot represents the approximate flood depth contained within the public right-of-way for a typical street section.
- The proposed improvement projects meet the performance criteria of 100-year, 24-hour flood depth at or below pad elevation.



Figure 9-6
Deerwood and Lock Watershed Improvement Projects

100-Year Storm



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CHAPTER 10 CONDITION ASSESSMENT

10.1 CONDITION ASSESSMENT OVERVIEW

The condition assessment included evaluation of three facility types within the City’s drainage system: manholes, drainage channels, and pump stations. Site visits were conducted to perform visual inspections of selected assets. This section provides descriptions of the condition assessment methodology and results for each of the three facility types.

10.2 CONDITION ASSESSMENT APPROACH AND FINDINGS

10.2.1 Manhole Condition Assessments

The Wood Rodgers and West Yost team conducted site visits of 147 manholes (of approximately 1,782 manholes in the trunk line) between September 11, 2017 and October 5, 2017. The number and location of manholes were chosen to provide a cost-effective and representative sample of manhole condition. The evaluations were conducted by a condition assessment team that included City O&M staff and at least one engineer from West Yost or Wood Rodgers. Condition assessments included visual observations and documentation of the existing manhole physical condition in accordance with the National Association of Sewer Service Companies (NASSCO) Level 1 Manhole Assessment Certification Program (MACP) protocol. Level 1 inspections are conducted from the surface, without confined space entry of the manhole and are intended to evaluate the general condition of a manhole based upon what is visible from the surface. Each of the components inside the manhole, labeled on Figure 10-1, was assigned a condition rating for a MACP Level 1 inspection. Descriptions of the various condition ratings are as follows:

- Sound – No visible defects observed.
- Defective – visible defects observed other than the specific issues identified by other ratings (corroded or cracked, for example).
- Broken – Broken and in loose pieces observed.
- Corroded – Component shows signs of corrosion; surface is so corroded or pitted, it cannot seal/seal/function properly.
- Cracked – Component is cracked or fractured, but still in one piece.
- Missing (or Not Present) – Component is misplaced, not in the vicinity of the manhole, or in the bottom of the manhole and was not retrieved. It could also indicate that a component was not present in a manhole, such as a manhole that doesn’t have a bench.

The specific issues observed at each given manhole can be determined by reviewing the completed manhole inspection forms that are provided in Appendix 10A. In addition to the visual inspection,

scratch tests were performed to assess the condition of the manhole concrete. For this test, the inspector used a hard metal object, such as a manhole cover hook or hammer, to assess the hardness of the concrete. If the concrete is in good condition, no concrete or aggregate should be removed when scratching the surface of the manhole. If the concrete is in fair condition, some concrete may be scratched off. If the concrete is in poor condition, larger pieces of aggregate or the concrete may crumble when scratched. The inspection teams assigned a rating to the concrete based on the scratch test results using the following scale: 1 - Good, 2 - Fair, or 3 - Poor.

During the inspections, photographs were taken and any visible inventory information (e.g., size, material, etc.) was gathered. The specific data that was collected at each manhole was documented in a standardized form. The completed forms for the inspected manholes are provided in **Appendix 10A**.

Figure 10-1. Typical Manhole Diagram

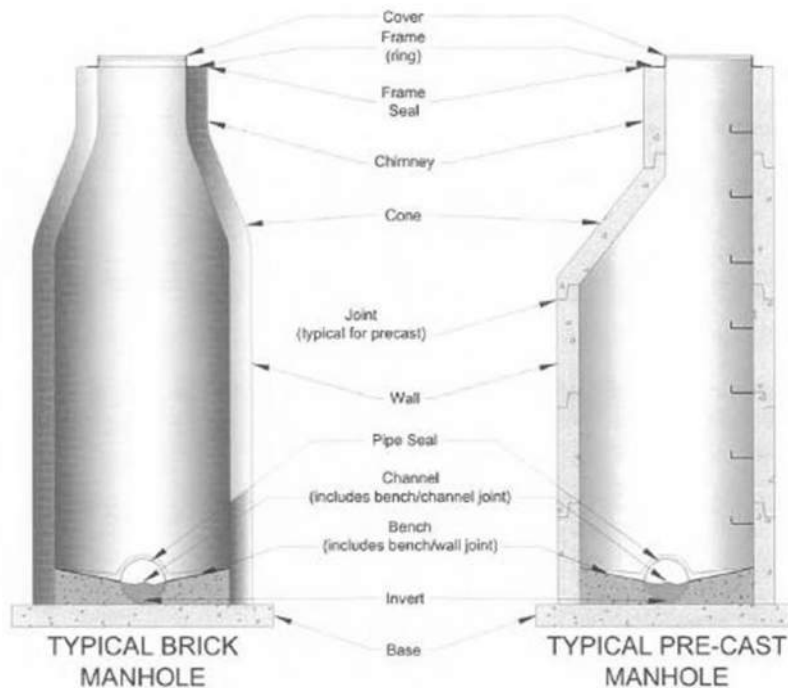


Table 10.1 provides a summary of the overall findings from the manhole inspections. Manholes classified as “Missing (or Not Present)” were due to inaccessibility of manhole, a component was missing, or the reviewer was unable to make a determination for another reason. For instance, manholes without a bench were classified as “Missing (or Not Present).”

Condition Finding	Condition Rating by Component						
	Cover	Ring	Frame	Bench	Wall	Cone	Chimney
Sound	144	122	146	91	135	131	132
Missing (or Not Present)	0	25	0	55	5	13	2
Defective	-	-	-	1	7	3	13
Broken	0	0	1	-	-	-	-
Corroded	2	0	0	-	-	-	-
Cracked	1	0	0	-	-	-	-
Total Ratings	147	147	147	147	147	147	147

As indicated in the table, the manholes reviewed during this study are in relatively good condition. A large majority of the manholes were found to be in good condition with no observed defects or condition issues. Of the 147 manholes reviewed, 23 were found to be have at least one component that was defective or in poor condition. Thirteen were found to have defective chimneys, 7 were found to have defective walls and a handful of issues related to the manhole cover, ring, or frame were observed.

The results of the concrete scratch tests are summarized in Table 10.2. As indicated, at 6 manholes, the scratch test revealed that the concrete is in fair condition while at the remaining 141 manholes, it is in good condition. No serious issues with the concrete conditions were observed at any of the manholes.

Table 10.2. Summary of Manhole Scratch Tests at Manholes	
Concrete Condition Rating	Total
Good	141
Fair	6
Total	147

The results of the manhole condition assessment review are presented on Figure 10-2, which shows each manhole that was assessed and provides a summary of the findings at each. Table 10.3 lists each of the 24 manholes that were found to have at least one deficiency. These manholes can be seen on **Figure 10-2**.

Table 10.3. Summary of Manholes Defects and Recommended Repairs				
WSID (GIS ID)	Defect Description	Recommended Action	Project ID	Estimated Cost to Correct
North Basin Manholes				
730	Cracked cover	Replace cover.	M-M1	\$500
810	Moisture barrier at frame/chimney failing	Replace the frame and chimney.	M-M2	\$5,000
837	Cracked wall	Monitor. Replace if concrete begins to fail.	-	-
857	Minor cracking in bench	Minor issue. Monitor and repair if concrete begins to fail.	-	-
868	Surface scoring, visible aggregate on lower manhole wall.	Monitor and replace manhole if conditions worsen.	-	-
20877	Poorly formed concrete. Exposed aggregate and rebar.	Reconstruct manhole.	M-M3	\$7,500
25546	Wood forming exposed in Chimney	Reconstruct frame and chimney.	M-M4	\$5,000
South Basin Manholes				
	Cracked Frame	Replace the frame and chimney		\$5,000

The manhole repairs are included in the Improvement Plan that is presented in Chapter 11. Prioritization of improvements are provided in that chapter.

10.3 DRAINAGE CHANNEL CONDITION ASSESSMENTS

West Yost and Wood Rodgers conducted site visits of the major channels and ditches that convey runoff from the City’s trunk drainage system. Site visits were conducted between the Fall of 2017 and Summer of 2018. For these assessments, staff visited key sections of the channels and reviewed photographs collected during land surveying activities. Staff recorded visual observations of areas of erosion, sedimentation, areas of heavy vegetation, or any other issues that may affect capacity or function of the channels. The conditions of major channel culverts were also observed and recorded. Numerous photos were taken during the channel reviews and some are presented in this chapter. All the photos are provided in **Appendix 10B**, which also includes a figure that shows the photo locations and the names of the image files.

10.3.1 North Basin Channel Conditions

The channels assessed in the North Basin are shown on Figure 10-3 and the findings for each of these channels is summarized below. Overall, the channels in the North Basin are in good condition and few significant problems were observed.

Causeway Channel

The Causeway Channel is a backbone channel within the Causeway/Racetrack Watershed. The channel generally conveys runoff from east to west ultimately draining to the Causeway Pump Station, which pumps runoff into the Yolo Bypass. The upper reach of this channel, a vegetated earth channel, begins on the north side of Tower Bridge Gateway, near the Delta Lane Pump Station (see Figure 10-3). The channel continues along the north side of Tower Bridge Gateway and Interstate 80 until reaching Westacre Road. At this location, runoff enters a 7’x7’ concrete box culvert that conveys runoff to the south, under the freeway. Runoff is then conveyed west in multiple large diameter pipes/culverts for approximately 1.3 miles to the lower reach of the Causeway Channel. The lower reach of the Causeway Channel begins west of Freeboard Drive. This vegetated earth channel continues along the south side of the freeway for approximately 3,400 feet where the channel significantly widens. This wider reach of the channel, which is a remnant of Lake Washington, continues west for almost a mile before reaching the Causeway Pump Station. The lower reach of the Causeway Channel is typically partially full of water and the conditions of the channel bottom could not be observed.

No significant condition issues were noted along this channel. There were no areas of observed erosion and the only location where sediment accumulation was observed is at the culvert under Jefferson Boulevard. However, the sediment accumulation at this location was classified as minor and not significant enough to warrant action beyond normal maintenance.

One known issue along this channel was identified by RD 900 staff. As described above, the Causeway Channel crosses from north to south under Interstate 80 in a 7'x7' concrete box culvert near Westacre Road. The upstream end of the culvert (north side of freeway) does not have a trash/access control rack, which has caused repeated problems for RD 900. Although the culvert is owned by Caltrans, the drainage system downstream (and upstream) is owned and operated by RD 900. Because the Caltrans culvert has no access control, large items can be washed into the culvert and typically end up lodged in the RD 900 system downstream. In addition, people have repeatedly entered the drainage system at this junction and left trash and other bulky items behind that ultimately wash downstream in a storm event and restrict or plug the RD 900 system. It is recommended that a trash/access control rack be installed on the upstream side of the culvert. However, because this is a Caltrans facility, the City will need to coordinate with Caltrans and RD 900 to get this solution implemented.

Racetrack Channel and Racetrack/Causeway Connector Channel

The Racetrack Channel is the second major drainage channel serving the Causeway/Racetrack Watershed. The Racetrack Channel begins on the south side of the UPRR Railroad, west of the Sycamore Trail. The channel conveys runoff from east to west, ultimately discharging to the Racetrack Pump Station. The Racetrack Pump Station only operates during large storms when the flood flows exceed the capacity of the Causeway Pump Station. Because of this, for most storms, runoff from the Racetrack Channel is conveyed past the Racetrack Pump Station to the Causeway Channel in the Racetrack/Causeway Connector Channel. As shown on Figure 10-3, this channel extends approximately 1,500 feet to the south of the Racetrack Pump Station crossing West Capitol Avenue (two 36" CMPs) and Interstate 80 (6'x 8.5' concrete box culvert) before reaching the Causeway Channel.

No areas of significant erosion or sediment accumulation were observed along either the Racetrack Channel or the Connector Channel. One issue was noted at the culvert at West Capitol Avenue. The culvert headwall on the downstream (south) side of the road has started to collapse as shown in Photo 10-1. As seen in the photo, it appears that the headwall is leaning against metal fence posts, which may be preventing a complete collapse. It is recommended that this headwall be reconstructed. However, as discussed previously, potential flooding issues were identified in the Causeway/Racetrack Watershed and three alternative solutions were developed to address the flooding. Causeway/Racetrack Alternatives 1 and 3 both include increased pumping capacity at the Racetrack Pump Station. For these two alternatives to function correctly, the culvert under West Capitol Avenue needs to be replaced with larger culverts. Thus, for those two alternatives, reconstruction of the failing headwall will occur as part of the culvert replacement. Causeway/Racetrack Alternative 2 relies primarily on creation of detention storage in the lower part of the watershed. For this alternative, no improvements are recommended to the culvert under

West Capitol Avenue so if this alternative is selected, reconstruction of the failing headwall will be required.



Photo 10-1. Racetrack/Causeway Connector Channel – Failing Headwall at West Capitol Avenue

Washington Channel

The Washington Channel conveys runoff in the upper end of the Causeway/Racetrack Watershed. This excavated earth channel begins near the Washington Pump Station located at the West Capitol Avenue underpass at the Union Pacific Railroad, just west of 5th Street. The channel continues west along the south side of the railroad tracks to the Sycamore Trail. RD900 has noted a high point in the existing channel downstream of the Washington Pump Station that causes water to pond and backwater to the pump station. Regrading the channel could offer an improvement to conveyance. At that location, runoff is collected into an underground trunk pipe as shown in Photo 10-2.

The channel conditions were found to be generally good with no observed areas of erosion, sedimentation, or excessive vegetation. Culverts along the channel also appeared to be in good condition.



Photo 10-2. Washington Channel – Entrance to Sycamore Trail Trunk Pipe

RD537/RD811 Channel

The RD537/RD811 Channel is the primary drainage facility for the RD537/RD811 Watershed. The channel begins just upstream of Jefferson Boulevard, north of the UPRR. The channel continues west along the north side of the UPRR for approximately 2.3 miles to west edge of the City limits, where it turns to the north. The channel continues north, parallel to the Yolo Bypass levee for just over 1 mile to the RD537/RD811 Pump Station. This excavated earth channel has a uniform trapezoid shape for most of its length. At Jefferson Boulevard, the channel is lined with concrete upstream and downstream of the road culvert. Standing water was observed in the bottom

of the channel from the RD537/RD811 Pump Station upstream beyond Harbor Boulevard (See Photo 10-3). According to City staff, the channel is not pumped dry due to the pump submergence requirements. Hydraulically, this is not a problem and does not compromise the capacity of the channel.



Photo 10-3. RD537/RD 811 Channel - Standing Water Downstream of Harbor Blvd.

No areas of significant erosion were observed, however mild sediment accumulation and heavy vegetation was observed in the vicinity of the Jefferson Boulevard culvert as shown on Photo 10-4. This is not a major problem, but it is recommended that the channel be cleared of vegetation

and sediment upstream and downstream of the Jefferson Boulevard to promote hydraulic efficiency at this culvert.



Photo 10-4. RD537/RD811 Channel – Heavy vegetation and mild sedimentation were observed upstream of Jefferson Blvd.

10.3.2 South Basin Channel Conditions

The conditions of the drainage channels within the South Basin were generally very good at the time of inspection in 2017. The channels that were inspected are shown on **Figure 10-4** and the findings are discussed below.

Main Drain Channel

The Main Drain Channel flows from the Gateway/Stonegate detention basin outfall under the intersection of Jefferson Boulevard and Lake Washington Boulevard, two pedestrian bridges, Marshall Road, and back under Jefferson Boulevard twice, before ending at the Main Drain Pump Station. The Main Drain channel is the backbone of the South Basin drainage system, with several tributary channels as described below. Observations indicate a reasonably well-maintained channel cross section with minimal vegetative obstruction and negligible signs of bank erosion.

Minor signs of erosion were noted at various locations along the channel. High turbidity of the water in the channel present during field visits indicates that some fine sediments are suspended within the channel. It is uncertain if the turbidity is due to temporary entrainment of fine channel bed sediments or due to rainfall carrying fine particles from open fields that drain into the channel system. Some minor degradation of the channel cross sections was observed with some minor bank sloughing as shown on Photo 10-5. Some minor exposure of soil is also noted along the top edge of a concrete slab at the Larchmont Pump Station, opposite of the discharge pipes, as shown on Photo 10-6. There does not appear to be any imminent failure of the concrete slab although if undermining of the slab continues, the slab could settle and potentially break (allowing additional flow beneath the slab). This condition may be the result of the liner not being high enough to fully dissipate the energy of the Larchmont Pump Station discharge. Additional rock placed above the slab would help alleviate this condition.



Photo 10-5. Main Drain Channel – Minor Bank Degradation

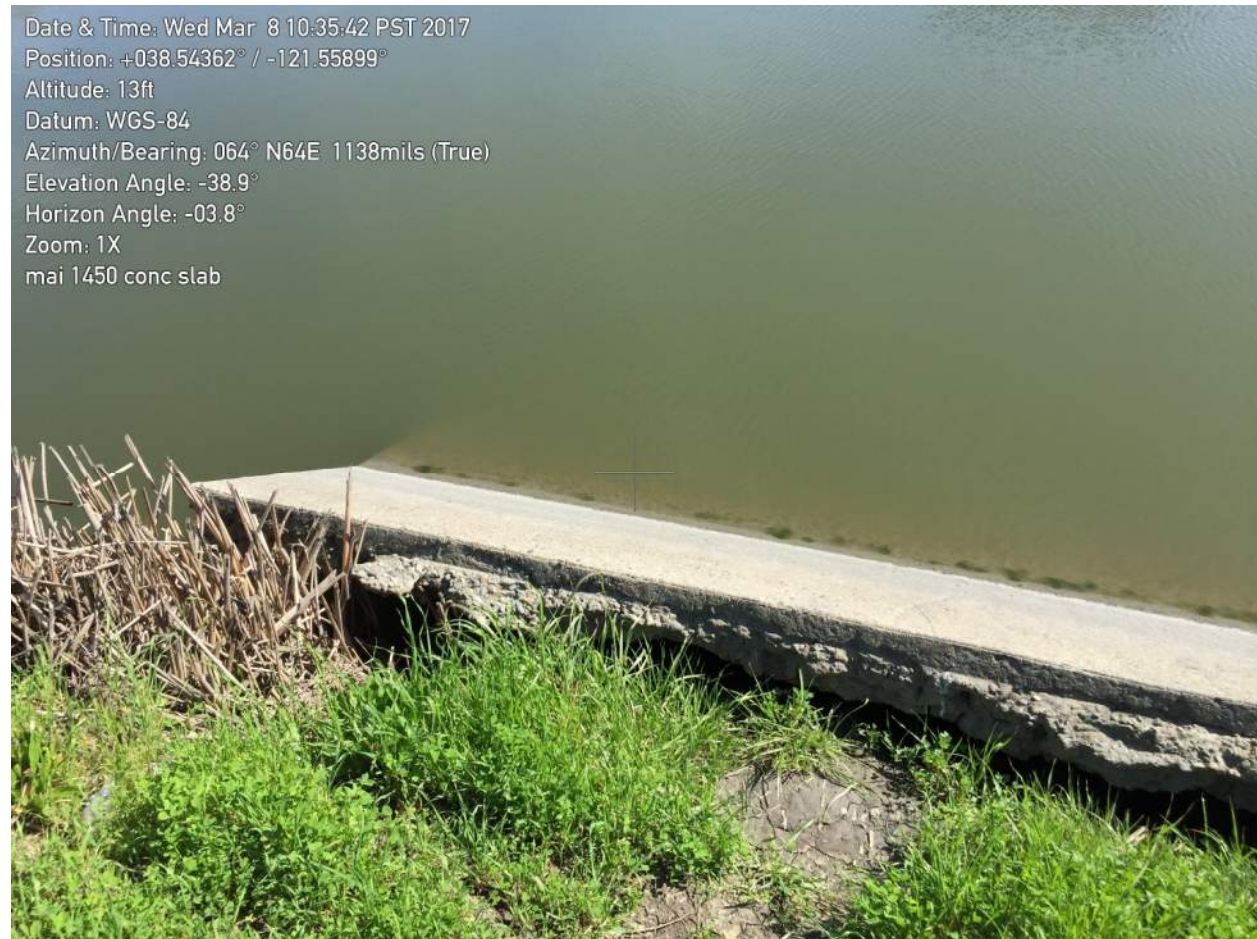


Photo 10-6. Main Drain Channel – Undermining at Concrete Slab near Larchmont Pump Station Outfall

Southport Industrial Park (SIP) Parkway Channel

The SIP Parkway Channel was constructed in the 1990's and is located within the South Basin area draining the northwestern portion of the South Basin into the dedicated detention basin and pump station for the Industrial Park/Bridgeway Island watershed. The upstream end of the channel is near the intersection of Ramco Street and Southport Parkway, which parallels the channel. Because it was constructed relatively recently, the channel cross section is very uniform and in very good shape. Most of the channel banks are covered with low-lying grasses. There is a minor amount of taller volunteer vegetation along both banks at the water line of the channel, as water was present in the channel during the field visits. The northwest bank of the channel appears to be kept free of obstructive vegetation, such as shrubs and trees within the channel, by current maintenance operations. Only intermittent shrubs are present at the right (facing downstream) bank. At the left bank, closest to Southport Parkway, intermittent small trees have been planted along the upper bank to create a landscaped buffer for the industrial properties adjacent to

Southport Parkway. These trees appear well maintained, with only trunks and a few evergreen trees within the high-water portion of the channel geometry. These landscaped areas were accounted for in the channel sizing analysis and do not create a significant hydraulic obstruction.

Near the channel crossings (culverts), the channel is generally clear of obstructive vegetation with hydraulic openings able to flow freely and no signs of erosion. An example of the channel and vegetative conditions is shown on Photo 10-7.



Photo 10-7. SIP Parkway Channel – Typical Vegetation Conditions

Morton Blacker Canal

The Morton Blacker Canal flows from the Clarksburg Branch Line Trail (CBLT) westward to the Main Drain, crossing under Jefferson Boulevard and Linden Road. While this channel is smaller than the Main Drain, the channel conditions were very similar to those of the Main Drain, with no significant obstructions or erosion. The channel section between the CBLT and Jefferson Boulevard cannot be accessed due to a lack of maintenance easement, which should be acquired

to ensure future capacity. Between the Jefferson Boulevard and Linden Road crossings there are some voluntary trees that have been allowed to grow over the years in the high bank areas, which give the channel a more natural appearance. If these trees are kept reasonably trimmed/pruned, they should not pose a significant flow obstruction to flow. An example of these channel conditions is shown on Photo 10-8. RD900 has noted that the section just west of Linden Road crossing has slowly become wider and shallower. Available maintenance space is not adequate for regular maintenance activities. It is assumed that clearing and dredging of the channel will allow for better maintenance in the future within the existing right of way.

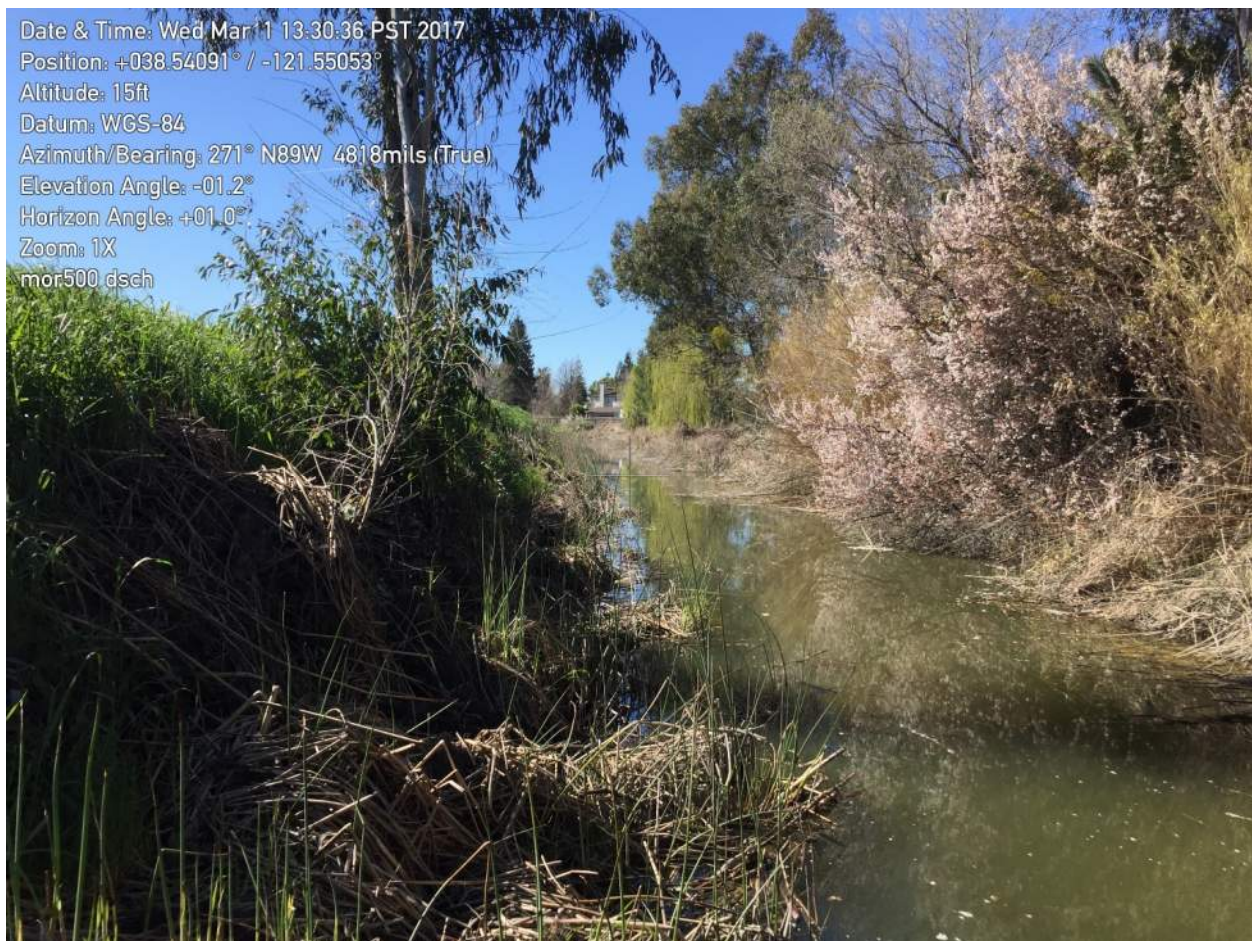


Photo 10-8. Morton Blacker Canal – Typical Conditions

Tapley Drain

The Tapley Drain also flows from the Clarksburg Trail into the Main Drain, flowing along Tapley Road and under Partridge Avenue, Gregory Avenue and Jefferson Boulevard, approximately ¾ mile south of the Blacker Morton Drain. There was some minor accumulation of vegetation and floating vegetative debris observed on the upstream side of the Jefferson Boulevard crossing. The

downstream portion of the crossing appears very clean. Normal clearing and cleaning should eliminate any significant obstruction in the future. At the Gregory Avenue crossing, the culvert has been recently cleared and armored with grouted rock slope protection. In 2017, the right (facing downstream) bank of the channel upstream of the crossing had some heavy vegetation (shrubs) that could encroach the channel if left unmaintained. Since initial site visits were performed in 2017, the right bank has been significantly pruned as shown on Google Earth, preserving the channel capacity.

The crossing at Partridge Avenue appears to be unobstructed and recently replaced (according to the City) after the time of inspection. Upstream of Partridge Avenue the channel is smaller, acting as a roadside ditch along Tapley Road, which has rural residential development along both sides. There are more trees in this upper reach, with driveway crossings. The stretch of the channel should be cleared of vegetation within the channel prism regularly to prevent accumulation of leaf litter and small branches over time, as shown on Photo 10-9.



Photo 10-9. Tapley Drain – Typical Conditions Upstream of Partridge Avenue

Clarksburg Branch Line Trail (CBLT) Channel

The Clarksburg Branch Line Trail Channel parallels the Clarksburg Branch Line Trail (CBLT), which is a reclaimed railroad alignment. This channel drains all land to the east of the Clarksburg Branch Line Trail and discharges into the Morton Blacker Canal, the Tapley Drain, and the Bevan Road Drain, which all drain into the Main Drain. Portions of this channel flow north and portions flow south, depending upon their proximity to their discharge into the three channels. As this channel currently drains mostly undeveloped properties, it has the most opportunity for accumulating vegetation and debris. There does not appear to be any significant trees and shrubs along the channel banks north of Davis Road, but there does appear to be moderate accumulation of floating grasses and vegetation at the connection to the Blacker Morton Drain as shown on Photo 10-10. The bar rack installed across the opening is intended to capture most of this floating debris. It is assumed that this bar rack is operated by a private property owner, who will suffer higher flooding on their agricultural property if allowed to clog. Downstream assessments have assumed no clogging. Upgrading this facility provides no benefit to the City in the interim condition. South of Davis Road there are more trees adjacent to the channel mostly associated with existing rural development along the south side of Davis Road.



Photo 10-10. Clarksburg Trail Channel – Debris near Confluence with Blacker Morton Drain

Toe Drain

The Toe Drain channel collects limited drainage along the western boundary of the South Basin, at the landside toe of the eastern levee of the Deep Water Ship Channel. At one time the Toe Drain connected the Main Drain Pump Station and the Industrial Park Pump Station systems and serves as an emergency connection in the case of catastrophic failure of one of the pump stations. This connectivity still exists via manually operated gated pipes. Most of the land north of Marshall Road flows via storm drains into the Industrial Park detention basin, without using the Toe Drain. South of Marshall Road, the Bridgeway Lakes development flows through storm drains into the internal lake system, discharging into a dedicated channel that flows separately into the Main Drain. There are two gated culverts that connect the internal Bridgeway Lakes drainage channel to the Toe Drain, and they were open during the 2017 site visit, so the Toe Drain is currently connected as a secondary outlet to the Main Drain. Photo 10-11 shows the channel to be well maintained at the time of observation.



Photo 10-11. Toe Drain – Typical Conditions

10.3.3 Recommended Channel Maintenance Projects

Based on the condition assessment reviews, several maintenance projects are recommended as described in Table 10.4.

Table 10.4. Summary of Recommended Channel Maintenance Projects				
Channel	Description of Issue	Recommended Action	Project ID	Estimated Cost to Correct
Causeway – Upper	Upstream end of 7’x7’ box culvert lacks a trash rack.	Caltrans owns box culvert and RD 900 owns/operations channel. City to coordinate with Caltrans and RD 900 to get rack installed.	M-C1	
Racetrack/Causeway Connector	Headwall on south side of West Capitol Avenue is failing.	Solution dependent on Causeway/Racetrack flood solution that is implemented: Alt. 1 and 3: New headwall to be constructed with culvert replacement (increased capacity) Alt 2: Remove and replace headwall	M-C2	
RD811/RD537	Heavy vegetation at Jefferson Blvd. culvert	Clear vegetation	M-C3	

The channel maintenance repairs listed in Table 10.4 are included in the Improvement Plan that is presented in Chapter 11. Prioritization of recommended improvements are provided in that chapter.

10.4 PUMP STATION CONDITION ASSESSMENT

There are numerous drainage pump stations serving the City of West Sacramento all owned/maintained by the City or RD900. The City owns and operates 9 pump stations all located in the North Basin. West Yost conducted site visits to 8 of the pump stations on April 20th and

21st, 2017. The City’s Delta Lane Pump Station was not assessed due to its relatively recent construction. The other pump stations, mostly in the South Basin, are owned, operated, and maintained by RD 900. At the time the condition assessments were performed the City did not have maintenance responsibilities for the RD 900 pump stations, and so they were not inspected under this study. With the new organizational structure between the City and RD900, these pump stations may need to be re-evaluated.

The condition assessments were conducted by a team that included a City pump station operator, an engineer from West Yost, and an Electrical Engineer from Frisch Engineering. The locations of the pump stations that were assessed are shown on Figure 10-5. Table 10.5 provides an overview of each of the 8 City-owned pump stations that were assessed.

Pump Station	Original Construction Date	Pump Number	Pump Type	Pump Horsepower	Pump Capacity, cfs	Backup Generator ?	Notes
5th Street	1987	1	Vertical Turbine	5	1	No	Roadway underpass pump. Capacity estimated based on field observations and City staff input.
Deerwood	1960	1	Submersible	2 to 5	1	No	Roadway underpass pump. Capacity estimated based on field observations and City staff input.
Harbor	1995	1	Centrifugal	3	1	No	Roadway underpass pump. Capacity estimated based on field observations and City staff input.

Table 10.5. Pump Station Condition Assessments - Summary of Pump Stations Evaluated

Pump Station	Original Construction Date	Pump Number	Pump Type	Pump Horsepower	Pump Capacity, cfs	Backup Generator ?	Notes
Jefferson	1985	1	Submersible	3	1	No	Roadway underpass pump. Capacity estimated based on field observations and City staff input.
Lighthouse	1991	1	Vertical Turbine	20	3	Yes	Standby unit.
		2	Vertical Turbine	200	31		
		3	Vertical Turbine	200	31		
		4	Vertical Turbine	450	70		
		5	Vertical Turbine	450	70		
Raley	1988	1	Vertical Turbine	100	31	No	
		2	Vertical Turbine	100	31		
		3	Vertical Turbine	250	38		
		4	Vertical Turbine	250	38		
RD811/RD537	1950	1	Vertical Turbine	300	84	No	
		2	Vertical Turbine	300	84		

Table 10.5. Pump Station Condition Assessments - Summary of Pump Stations Evaluated

Pump Station	Original Construction Date	Pump Number	Pump Type	Pump Horsepower	Pump Capacity, cfs	Backup Generator ?	Notes
		3	Vertical Turbine	300	84		
		4	Vertical Turbine	250	67		
		5	Vertical Turbine	200	67		
Washington	1930	1	Vertical Turbine	5	1	No	Roadway underpass pump. Capacity estimated based on field observations and City staff input.
		2	Vertical Turbine	5	1		

The condition assessments included visual observations and documentation of the existing pump station physical conditions. The ranking index described in Table 10.6 was used to rate the condition and performance of the mechanical, civil, structural, electrical and instrumentation components of the pump stations based on external observations. Photographic documentation was taken and visible inventory information (e.g., manufacturer, model number, size, etc.) was obtained. A total of 209 individual components were documented and assessed at the 8 pump stations.

Table 10.6. Condition and Performance Rating Index

Score	Condition Rating	Performance Rating
1	Excellent	Component functioning as intended
2	Slight visible degradation	In service, but higher than expected O&M costs
3	Visible degradation	In service, but function is impaired
4	Integrity of component moderately compromised	In service, but function is highly impaired
5	Integrity of component severely compromised	Component is not functioning as intended



Information collected was documented on a customized Pump Station Condition Assessment Form. The detailed results of the condition assessment for each pump station are included Appendices 10C, 10D, and 10E, which includes the following items:

- Appendix 10C - Pump Station Inspection forms that were completed during the field reviews. These forms include descriptions of individual pump station assets, photos, estimates of remaining useful life, and ratings for condition and performance.
- Appendix 10D - Pump Station Asset Registry – This includes a list of each major pump station component at the assessed pump stations. The purchase year of each component is listed along with estimated replacement cost. This information is provided in printed form in Appendix 10C and is also available in a MS Access Database.
- Appendix 10E - Component Risk Assessment Results – This appendix lists the assessed components at each pump station and provides the risk assessment results for them. This includes the assigned likelihood of failure scores and consequence of failure scores.

A summary of the pump station condition assessment evaluation approach and findings is provided below.

10.4.1 Pump Station Condition Assessment Summary

A summary of the condition and performance results is provided in Table 10.7. The table lists combined findings for all the components (209 total) at the 8 pump stations. Each reviewed component was assigned a condition score and performance score, and Table 10-7 lists the number of components found for each possible rating combination of condition and performance. As indicated in the table, the conditions of the components were generally good with 67 percent of the components found to be in excellent condition or with only slight visible degradation and no significant issues with performance. Another 30 percent of the components were found to have visible degradation but more than half of those were still found to be performing effectively. Only two components (1 percent of total) were found to have significant condition issues.

Table 10.7. Pump Station Condition Assessment Summary							
Number of Assets		Performance Assessment Score					Percent of Total Assets
		(1) Component functioning as intended	(2) In service, but higher than expected O&M costs	(3) In service, but function is impaired	(4) In service, but function is highly impaired	(5) Component is not functioning as intended	
Condition Assessment	(1) Excellent	43	3	-	-	-	22%

	(2) Slight visible degradation	94	4	-	-	-	47%
	(3) Visible degradation	34	2	23	-	4	30%
	(4) Integrity of component moderately compromised	-	-	-	-	-	0%
	(5) Integrity of component severely compromised	-	-	-	-	2	1%
Percent of Total Assets		82%	4%	11%	0%	3%	100%

10.5 PUMP STATION RISK ASSESSMENT

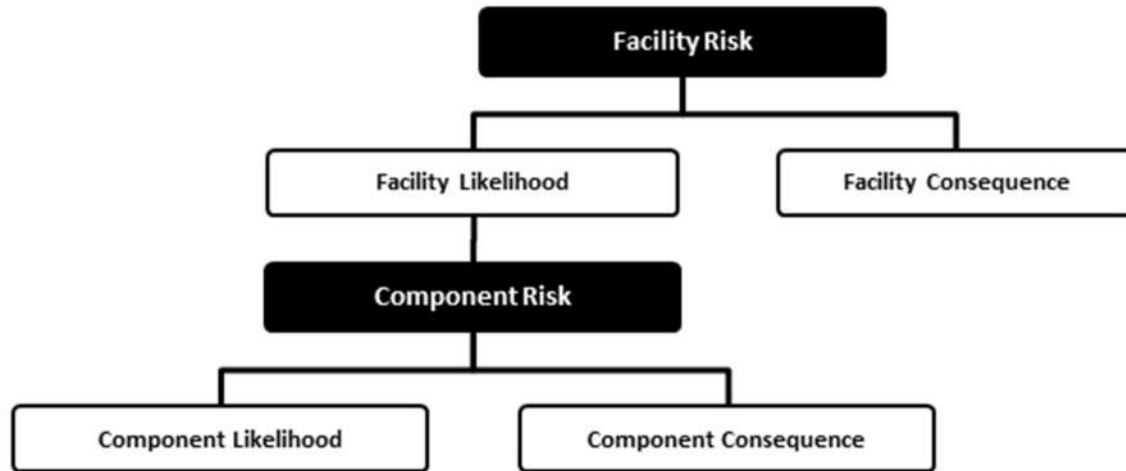
The discussion above provides an overview of the conditions of individual pump station components that were assessed but does not provide specific information that can be used by the City to identify and prioritize corrective maintenance actions. A risk assessment was performed to provide more specific recommendations based on the criticality of the identified deficiencies. This section discusses the methodology used to assess the risk of the City’s pump station assets and summarizes the risk assessment results. The risk assessment identifies which assets and pump stations present the highest risk to the City and allows repair or rehabilitation efforts to be prioritized.

10.5.1 Methodology

This risk assessment considers the likelihood of failure along with the consequence of failure of each individual pump station component. The *likelihood of failure* assesses the probability that a failure will occur and the *consequence of failure* considers the impact a component’s failure may have on the level of service provided by the drainage system.

Each component is assigned a rating on both metrics (likelihood of failure and consequence of failure) as shown on Figure 10-6 to determine the component’s overall risk. The aggregate risk of these individual components determines the likelihood of failure for each pump station facility. Combined with the consequence of failure for each pump station facility, a final facility risk is calculated, which represents the facility’s criticality within the system.

Figure 10-6. Facility Risk Assessment Methodology



10.5.2 Component Risk Levels

The risk for each pump station component was evaluated based on the likelihood and consequence of failure of the component. This section summarizes the analysis.

Likelihood of Component Failure Analysis

The likelihood of component failure analysis considers the probability that a failure will occur in a given component. For this analysis, a failure is defined by the component’s inability to work as intended or as needed in its application. Failure modes include physical mortality (complete failure) and level of service failure (reduced performance level). Table 10.8 describes the factors considered in determining the estimated likelihood of a failure.

Table 10.8. Likelihood of Component Failure - Criteria		
Failure Mode	Criteria/Factor	Description
Physical Mortality	Percent of Remaining Useful Life (RUL)	The percent of useful life remaining considers that older assets are more likely to fail than newer ones due to the age of materials and wear from repeated use. The percent of useful life remaining was determined by comparing the number of remaining years estimated during the field assessments to the industry standard lifetime for each asset.

Failure Mode	Criteria/Factor	Description
	Condition Rating	An asset with visible degradation is more likely to fail. While condition and age are often dependent, newer components may be in poor condition due to environmental conditions or improper maintenance.
Level of Service	Performance Rating	Impaired function of assets can cause higher O&M costs or reduced ability of the facility to meet system demands. An asset's performance may affect the level of service provided by the facility, depending on the asset's role in day-to-day operations.

Likelihood of failure is rated on a five-point scale with five indicating the highest likelihood of failure. Each component is evaluated for each failure mode and an overall likelihood of failure ranking is determined. The factors and their range of potential ratings for each category are summarized in Table 10.9, for a given asset, for the various scores indicated in Table 10.9, the maximum rating for each failure mode is dependent on the weight, such that for a pump station component, the aggregated score would range from 1 to 5.

Failure Mode	Weight	Factor	Rating (1 being the lowest, 5 being the highest)					Scoring Logic
			1	2	3	4	5	
Physical Mortality	20%	Percent of Useful Life Remaining	≥ 70%	40% to 70%	10% to 40%	5% to 10%	≤ 5%	Rating based on weights
	40%	Condition Rating	Excellent	Slight Visible Degradation	Visible Degradation	Integrity Moderately Compromised	Integrity Severely Compromised	
Level of Service	40%	Performance rating	Functioning as Intended	In Service, but Higher than Expected O&M Costs	In Service, but Function is Impaired	In Service, but Function is Highly Impaired	Not Functioning as Intended	Single Rating

Consequence of Failure Analysis

The consequence of failure analysis considers the impact that a component failure may have on operation of the pump station as a whole and maintaining service reliability. For each category, one or more consequences are considered in determining the potential consequence of a failure. Table 10.10 describes the criteria evaluated in considering a consequence of failure rating. Criteria used in the consequence of failure analysis, as listed in Table 10-10, were assigned to each component.

Category	Criteria/Factor	Description
Operating Ability	Functionality of Facility	Operating ability considers the functionality of the pump station if a component fails. Component failure will have a varying degree of impact on the ability of the station to pump stormwater depending on the role of the component and the configuration of the pump station. Component failure may lead to a lack of redundancy, reduced efficiency, or decreased ability/inability to convey wastewater.
Service Reliability	Repair/Replacement Difficulty	Reliability of service decreases as the time and/or resources required to repair or replace a component increase. An easy repair or replacement is defined as taking one person no more than one day to complete the task. A difficult repair or replacement would take more than one person and/or more than one day to complete. If the repair or replacement requires the facility to be taken offline, even for a short amount of time, this is an even greater service impact. If the component is obsolete, it is assumed that a partial redesign or programming of the controls would need to occur.

The consequences of failure were translated into numeric rankings of 1 to 5, with 5 indicating the highest or worst consequence. Each component reviewed at each of the assessed pump stations was evaluated for the categories described above, and an overall consequence of failure score was calculated. The factors and their potential ratings for each consequence are listed in Table 10.11. For a given component, for the various scores indicated in Table 10.11, the maximum rating for each failure mode is additive, such that for a pump station component, the aggregated score would range from 2 to 10.

Table 10.11. Consequence of Component Failure Rating Factors

Consequence	Factor	Rating (1 represents the least significant consequences due to failure, 5 represents the highest)					Scoring Logic
		1	2	3	4	5	
Operating Ability	Functionality of Facility	Operates Normally Without	Lack of Redundancy/ Potential Reduced Efficiency	Reduced Efficiency	Reduced Capacity/ Pressure	Cannot Operate Without	Single Factor
Service Reliability	Repair/Replacement Difficulty	Easy, < 1 day of effort	Easy, but >1 day of effort	Some Difficulty	Very Difficult to repair/access, or No Rating	Off-Line or Obsolete	Single Factor

Component Risk Assessment Results

A model was developed within an MS Access database to perform the risk assessment calculations. The aggregate score for consequence of failure ranges from 2 to 10 and for likelihood of failure, 1 to 5. The model applies a series of algorithms to calculate total consequence and likelihood of failure scores for each reviewed pump station component.

By plotting the consequence of failure and the likelihood of failure scores against each other, an overall risk level was assigned to each component. Table 10.12 shows the total number of components that fall into each likelihood and consequence of failure category. Risk levels are prioritized into one of five risk levels: Low Risk, Medium-Low Risk, Medium Risk, Medium-High Risk, or High Risk, each of which is color-coded in Table 10.12. The severity of each risk level is assigned to each potential rating using engineering judgment to determine which combinations of scores warrant the highest levels of concern.

Number of Components		Consequence of Failure Score					Total
		2-3	4	5	6-7	8-10	
Likelihood of Failure Score	1	25	1	10	5	-	46
	2	25	65	22	3	-	118
	3	-	12	16	17	2	64
	4	-	2	2	-	-	4
	5	-	-	-	2	-	4
	Total	50	80	50	27	2	209

Risk: **Red** = High, **Orange** = Med-High, **Yellow** = Medium, **Light Green** = Med-Low, **Dark Green** = Low

The risk assessment results are summarized in Table 10.13, which lists the total number of components that fall in each risk level. As seen in the table, 24 percent of the components were determined to be in the low or medium-low risk categories, 46 percent in the medium risk category, and 29 percent are in the medium-high risk and high-risk categories.

Risk Level	No. of Components	% of Total
Low	25	12%
Medium-Low	26	12%
Medium	97	46%
Medium-High	57	27%
High	4	2%
Total	209	100%

10.5.3 Pump Station Facility Risk Levels

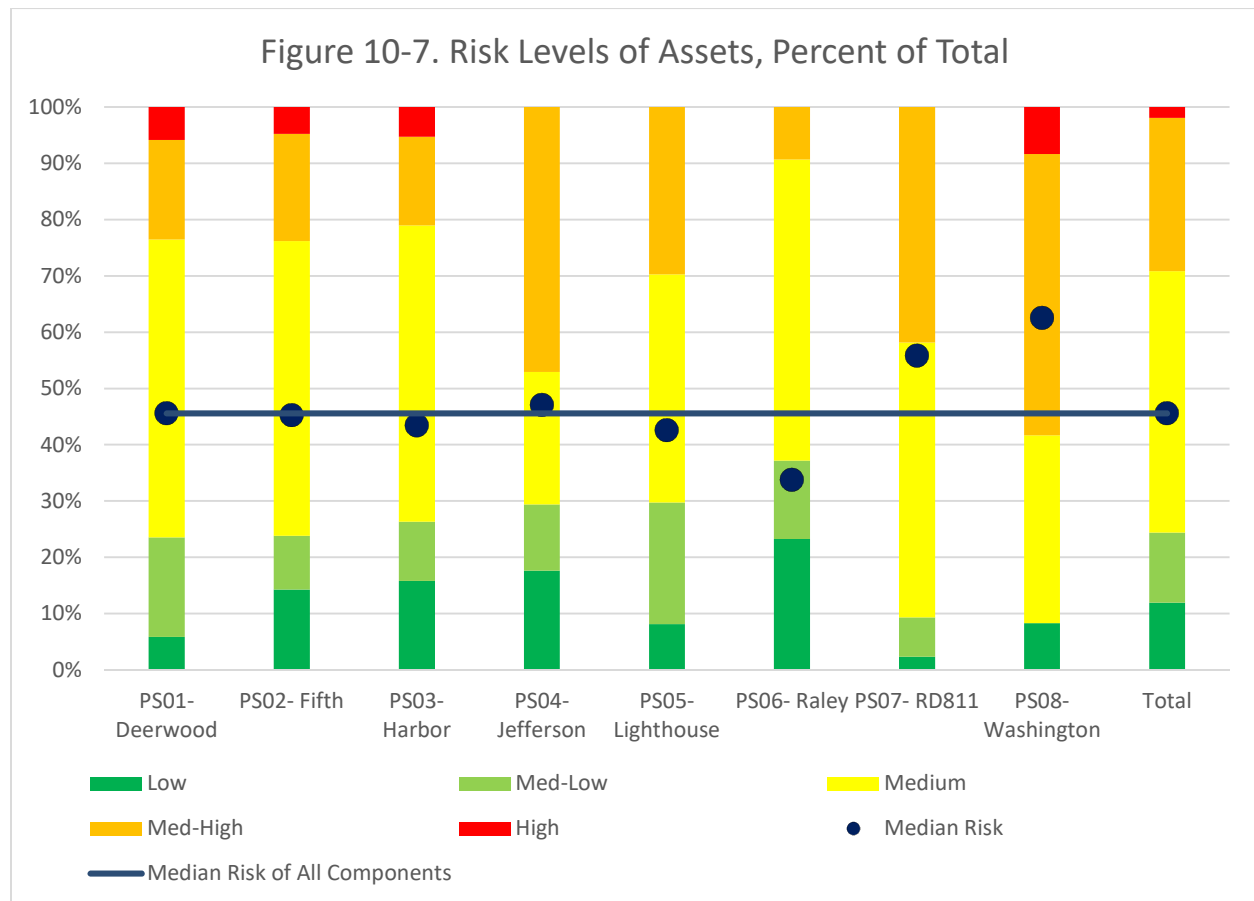
The discussion above is focused on the risk associated with the individual components that were assessed at each pump station. This information was then used to assess the overall risk for each pump station based on the likelihood and consequence of failure of the facility, as well as the combined risk level of the component assets within the facility. For this analysis, a failure is defined by the inability of a pump station to meet service demands. This section summarizes the analysis. The analysis of overall pump station risk is similar to the analysis for individual components, but is focused on the pump stations as a whole, based on consideration of the composite risks for the various components as determined above, plus additional pump station specific risk factors as discussed below.

Likelihood of Pump Station Failure Analysis

The likelihood of failure analysis for pump stations as a whole considers the probability that a failure will occur at a given pump station. Since the risk assessment for each component within each facility considers the likelihood that a failure will occur and its overall effect on the facility as a whole, the likelihood of a facility failure increases as the risk level of the components within it increase. For example, if a motor control center at a pump station received a high risk rating because it is in poor condition and the pump station cannot operate without the motor control center, that pump station would have a higher likelihood of failure than another pump station that does not have any high risk components.

The example given above is a simplified one. In this analysis, each pump station has components that have high risk levels. Therefore, it is necessary to develop a statistical method to evaluate the risk levels of the components in each facility to compare them against each other. Figure 10-7 shows the percentage of components in each facility at each risk level. The median risk level of each facility was compared to the median risk level of the total of all components in this evaluation. Facilities whose median risk level (shown as a black dot on Figure 10-7) falls above the line, which is equal to the median risk level of all of the components evaluated, are considered to be more likely to fail than those below the line since a greater percentage of the components in that facility are considered to be higher risk.

Figure 10-7. Risk Levels of Assets, Percent of Total



Each facility is evaluated by calculating the deviation of the midpoint of the median risk level from the midpoint of the median risk level when all of the components evaluated are combined (shown on Figure 10-7 as “Total”). Likelihood of failure is rated on a one to five scale with five indicating the highest likelihood, with the level of deviation scored as shown in Table 10.14. The key takeaway from Figure 10-7 is that the Washington and RD 811 Pump Stations are estimated to have the highest likelihood of failure and the Raley Pump Station the lowest.

Table 10.14. Facility Likelihood of Failure Rating Factors							
Failure Mode	Factor	Rating (1 being the lowest, 5 being the highest)					Scoring Logic
		1	2	3	4	5	
Component Failure	Deviation of Median Risk Level from the Median Risk Level of the Total of All Components	=> 9% below	3% to 8% below	4% above to 2% below	5 to 10% above	=> 11% above	Single Factor

Consequence of Failure Analysis

The consequence of failure considers the impact a facility’s failure may have on the level of service provided by the City’s storm drainage system. This section describes the specific criteria and associated rating factors used in assigning consequence of failure scores to each facility.

Table 10.15 presents a summary of the factors used to assess each facility’s consequence of failure.

Table 10.15. Facility Consequence of Failure Criteria		
Category	Criteria/Factor	Description
Criticality	Overflow/Flood Impact	The consequence of a pump station failure would be flooding of a certain area adjacent to the station. The magnitude of consequence depends on various factors: the area served by the station; the purpose of the station (some serve underpass sump pumps, while others serve an entire watershed); the type of flooding that would occur (local street flooding; emergency route flooding, local structure flooding, watershed-wide structure flooding, etc.); and the level and type of development in the flooded area. A rating was assigned to each station by using engineering judgement in each of these factors.

To assess the potential consequence of a reduced level of service or complete failure at a pump station, the data and results from the hydrologic and hydraulic models created for the capacity evaluations were reviewed. The rating method and scoring logic for each factor of the consequence of failure analysis are shown in Table 10.16. Each pump station is rated on a scale of 1 to 5 based on engineering judgement, with 5 having the most severe (highest) consequence. A low consequence of failure rating could be applied to a pump station that has a small tributary area and limited flooding area in the event of a failure, such as a roadway underpass pump. In this same example, if the road being served by the pump were designated as an emergency access route, then the consequence rating would increase. A high consequence of failure rating would be applied to a pump station that serves a large tributary area and a failure would result in wide-spread structure flooding.

Table 10.16. Consequence of Failure Rating Factors						
Factor	Rating (1 being the lowest, 5 being the highest)					Scoring Logic
	1	2	3	4	5	
Overflow/Flood Impact	Low	Medium	-	Med-High	High	Single Rating

10.5.4 Facility Risk Assessment Results

An MS Access database model was used to perform the risk assessment calculations. The model applies a series of algorithms to calculate total consequence and likelihood of failure scores for each facility. By plotting the consequence of failure and the likelihood of failure scores against each other, an overall risk level was assigned to each facility. Risk levels increase as likelihood and consequence of failure increase as generally depicted in Table 10.17 with green indicating lowest risk and red indicating highest risk.

Facility		Consequence Score				
		1	2	3	4	5
Likelihood Score	1				Raley PS	
	2				Lighthouse PS	
	3	Fifth PS Jefferson PS	Deerwood PS			
	4					
	5	Washington PS	Harbor PS			RD811/RD537 PS

Risk: **Red** = High, **Orange** = Med-High, **Yellow** = Medium, **Light Green** = Med-Low, **Dark Green** = Low

The facilities were then ranked from highest risk to lowest risk and placed in an overall risk group as shown in Table 10.18. The RD 811/ RD 537 pump station is considered to have the highest overall risk having both the highest risk for likelihood of failure, due largely to the age of the pump station, and the highest risk for consequence of failure because this pump station serves the largest watershed of all the City pump stations. Note that the rankings are not purely scored based; engineering judgement is applied in deciding the final risk level ranking. This can be seen with the relatively high ranking of the Washington Pump Station.

Facility Name	Risk Score (COF x LOF)	Risk Level	Notes
RD811/RD537	25	High	
Harbor	10	High	
Deerwood	6	Med-High	Pump station proposed to be reconstructed at new location as IP project.
Washington	5	Med-High	
Lighthouse	8	Medium	
Raley	4	Medium	
Jefferson	3	Medium	Pump station proposed to be reconstructed as IP project.
Fifth Street	3	Medium	Pump station proposed to be reconstructed as IP project.

10.5.5 Recommended Pump Station Maintenance Projects

Based on the condition assessment evaluations, maintenance recommendations are provided for the pump stations below. A summary of the recommendations is provided in Table 10.19 at the end of this section.

RD811/RD537 Pump Station

As indicated in Table 10.18, the RD811/RD537 pump station is estimated to have the highest risk level of all the assessed pumps. The rating is primarily due to the age of the facility and its importance in protecting the City from flooding (high consequence of failure score). However, no significant condition issues were identified during the review and, as a result, the highest likelihood of failure score for any component is 3, which indicates there may be some visible wear on the components, but they are functioning properly. Based on this, no specific maintenance project is recommended. However, because the condition reviews were visual only, it is recommended that some additional testing of the pumps and motors be performed to ensure they capable of pumping the anticipated capacities. Also, maintenance staff indicated that security has been an issue at this pump station, so it is recommended that a site-specific security review be performed to develop recommendations on improving security.

Harbor RD811/RD537 Pump Station

The Harbor Pump Station is the only other pump station that was included in the high-risk category. Although there were no major issues identified during the review of individual pump station components, City maintenance staff indicated that the entire pump station has been sinking, which has resulted in broken conduits. It is recommended that structural and geotechnical reviews of this pump station be performed to determine whether the settling will likely be a continuing problem and whether measures can be taken to reduce or arrest the settling.

Deerwood Pump Station

This pump station was classified as a medium high-risk facility. The condition reviews of individual pump station components did not reveal any significant issues, but City maintenance staff identified design issues that affect the function of the pump station. The wet well is very shallow and the upstream drainage system surcharges almost before the pump starts. The pump capacity also appears to be inadequate. The hydrologic and hydraulic modeling performed for this master plan confirmed staff observations about the pump capacity and as a result, this pump station is recommended for replacement. As described in Chapter 9, it is recommended that this pump station be reconstructed at a new location with a larger capacity. Based on this, no maintenance recommendations are provided.

Washington Pump Station

This pump station was classified as a medium high-risk facility. The condition reviews of individual pump station components revealed that an 8-inch steel discharge pipe from the pump station is in poor condition, with a visible leak noted. It is recommended that this discharge pipe be replaced.

Lighthouse Pump Station

This pump station was classified as medium risk despite having a higher overall risk score than the Deerwood and Washington Pump Stations. This high score is primarily due to a high consequence of failure score rather than poor conditions. No significant condition issues were observed. However, maintenance staff indicate that the electrical switches and controls are old, and the on-site generator does not have adequate power to run the largest motors at the plant (450 horsepower). It is recommended that a full review of the electrical system be performed to determine if the electrical issues are preventing the pump station was achieving its full design capacity and if so, provide recommendations for resolving the issue.

Raley Pump Station

This medium risk pump station did not have any significant observed condition issues. However, maintenance staff indicated the pump station has old electrical switches and controls and the auto

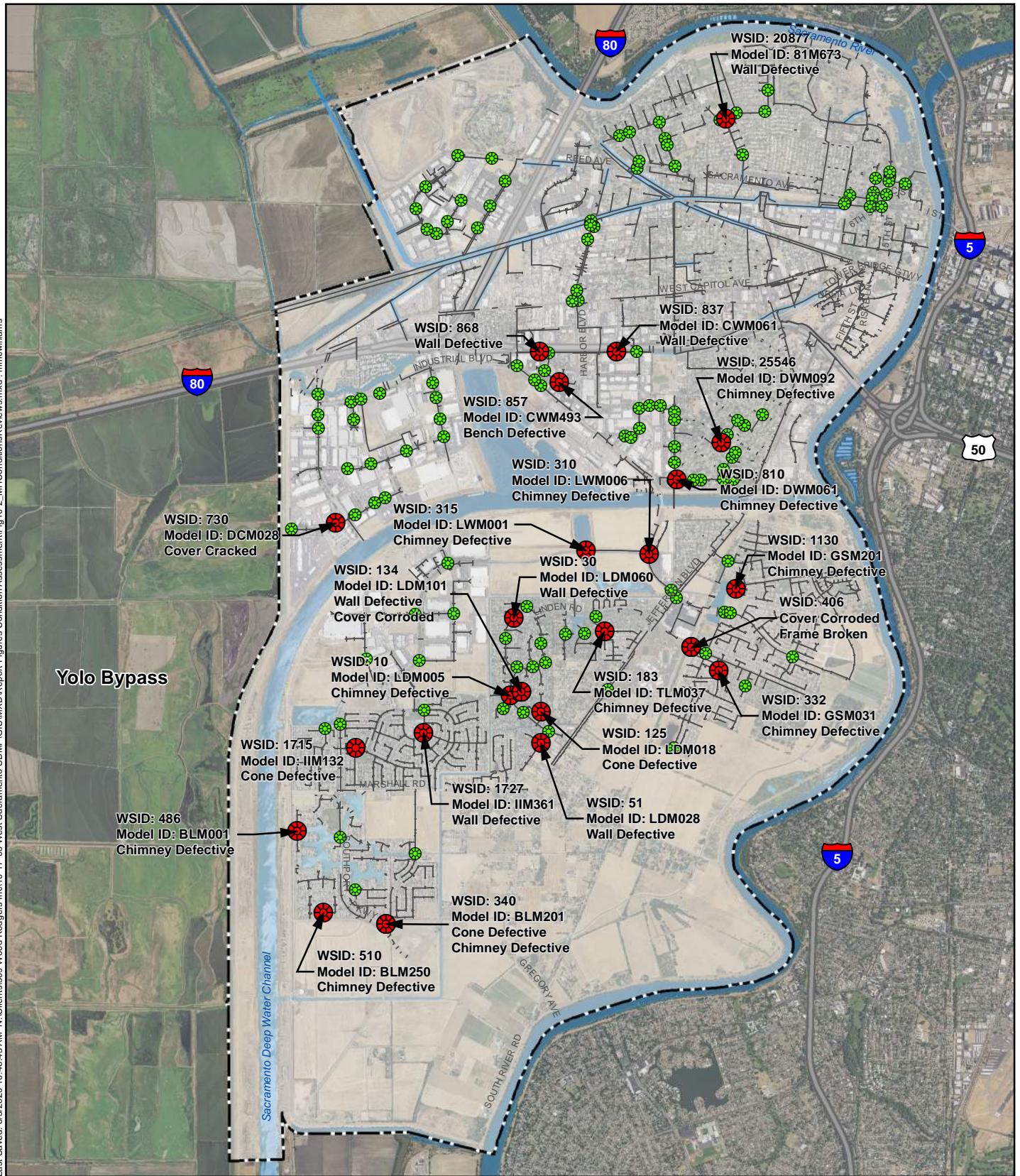
transfer switch does not work. It is recommended that a full review of the electrical system be performed.

Jefferson and Fifth Street Pump Stations

Both of these medium risk pump stations serve roadway underpasses. Based on the findings from the hydrologic and hydraulic analyses performed for this master plan (see Chapter 10), both pump stations lack adequate capacity and are recommended for reconstruction. Therefore, no maintenance recommendations are provided.

Table 10.19. Summary of Recommended Pump Station Maintenance Projects	
Pump Station	Recommended Action
RD811/RD537	Test critical components such as pumps and motors. Prepare a security review to develop recommendations on improving security. Add Backup Generator
Harbor	Perform a structural/geotechnical evaluation of settling issue. Add Backup Generator
Deerwood	Reconstruct pump station at new location.
Washington	Replace the 8-inch steel discharge pipe. Add Backup Generator
Lighthouse	Perform electrical system review to determine if electrical issues are preventing the design capacity of being achieved.
Raley	Perform electrical system review. Correct issue with inoperable auto-transfer switch. Add Backup Generator
Jefferson	Reconstruct pump station with a larger capacity.
Fifth Street	Reconstruct pump station with a larger capacity.

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- Symbology**
- Manhole - Deficiency Found
 - Manhole - No Deficiency Found
 - Storm Drainage Pipe
 - City Boundary

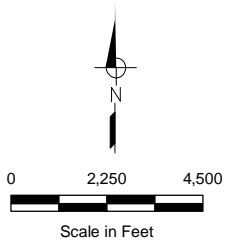
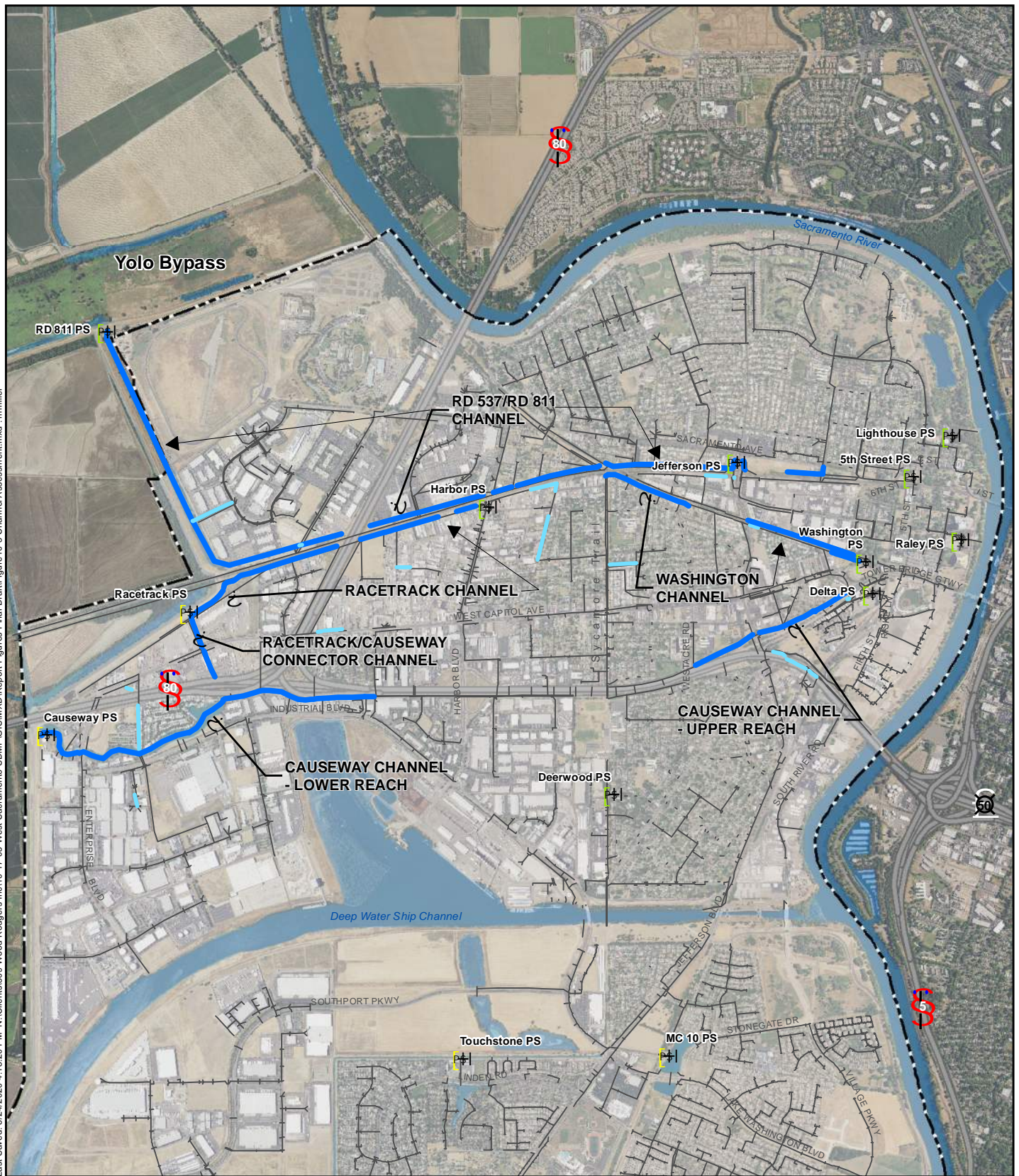


Figure 10-2
Summary of
Manhole Condition
Assessment Reviews

City of West Sacramento
 Storm Drainage/Stormwater
 Master Plan Update

Last Saved: 8/24/2020 4:18:20 PM N:\Clients\309 Wood Rodgers, Inc\10-17-05 West Sacramento SDMP\GIS\SWXD\Report Figures\Final Draft\Figure 10-3 Channel Assessment.mxd :mmiller



Symbology

- Open Channel - Not Surveyed
- Open Channel - Surveyed
- Storm Drainage Pipe
- + City Pump Station
- RD 900 RD 900 Pump Station
- City Boundary

Notes:

1. See Figure 10-4 for channels assessed in South Basin (south of Deep Water Ship Channel).

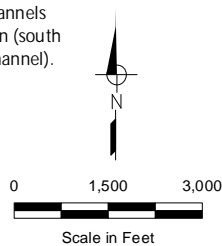
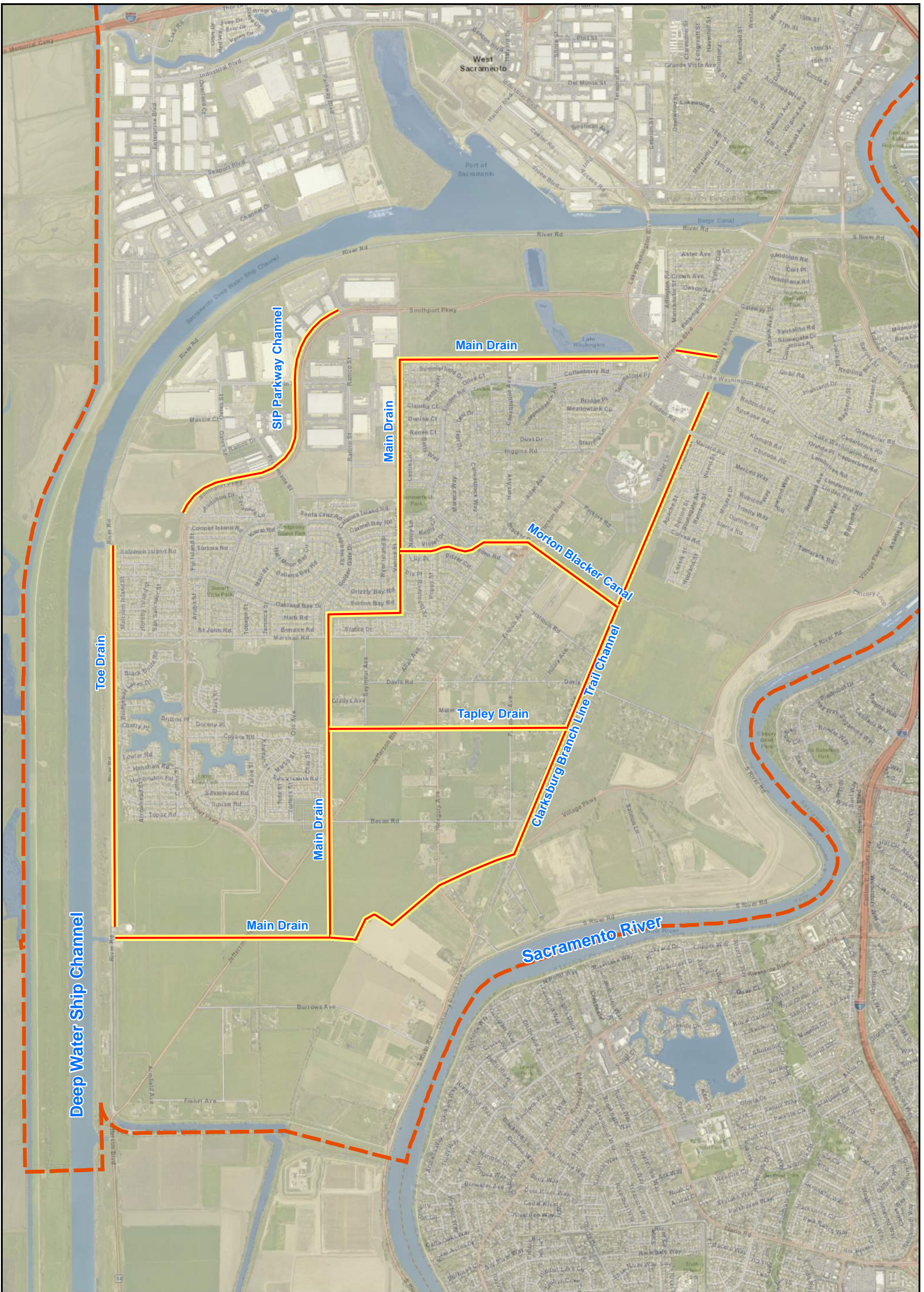




Figure 10-3
North Area
Channel Assessment

City of West Sacramento
Storm Drainage/Stormwater
Master Plan Update



 Channel and Ditch - Inspection
 City of West Sacramento Limit

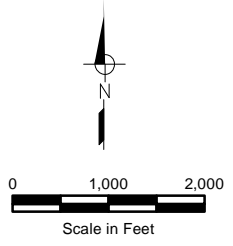
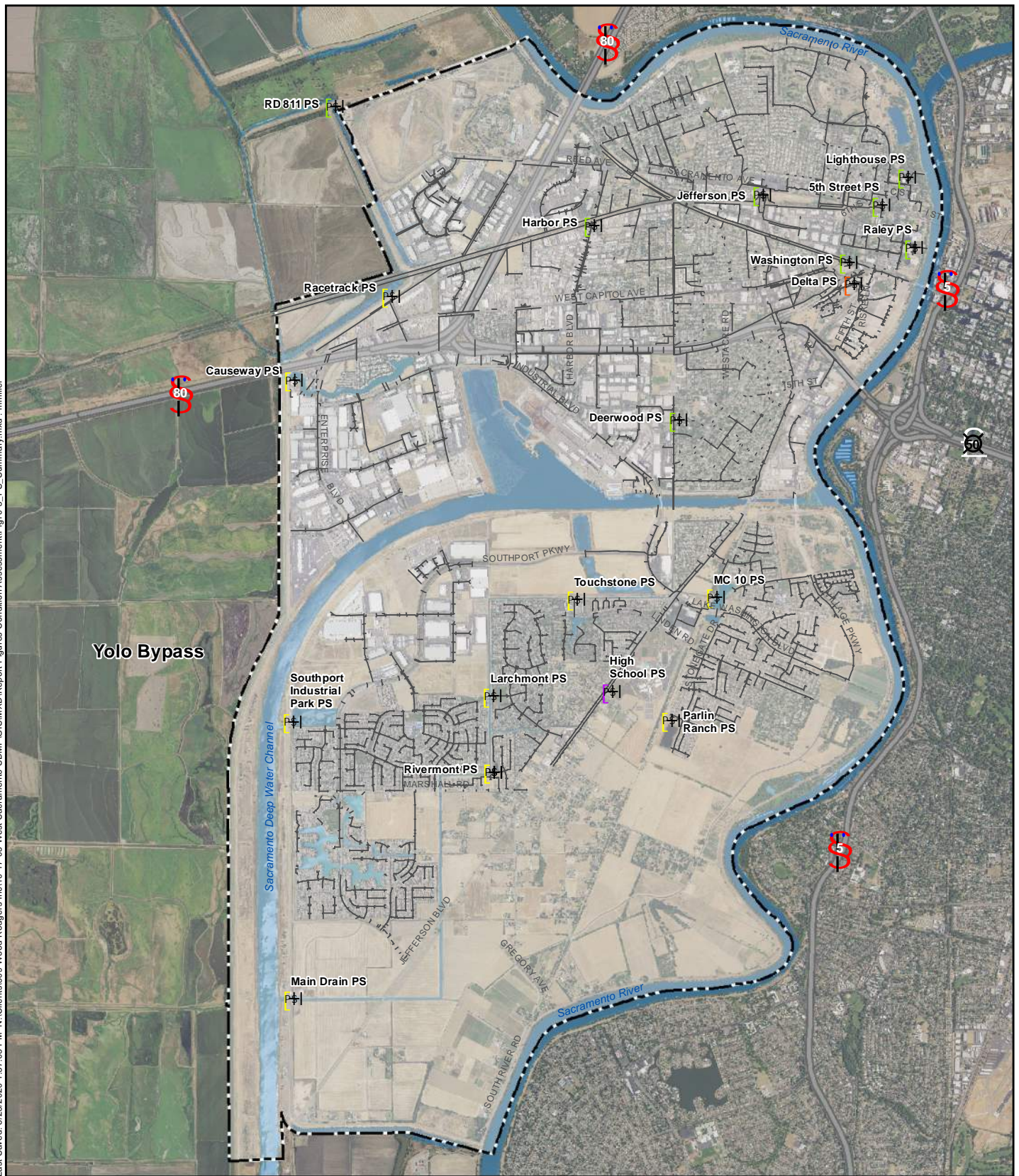






Figure 10-4
City of West Sacramento
SD/SW Master Plan Update
Channel and Ditch Conditions
Assessment Map



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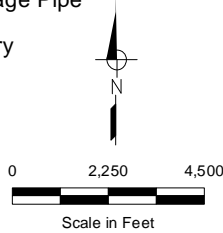


Symbology

Storm Drainage Pump Station

-  City Pump Station (inspection)
-  City Pump Station (no inspection)
-  RD 900 Pump Station (no inspection)
-  Washington Unified School District (no inspection)

-  Storm Drainage Pipe
-  City Boundary



**Figure 10-5
Pump Station Summary**

City of West Sacramento
Storm Drainage/Stormwater
Master Plan Update



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CHAPTER 11 IMPROVEMENT PROGRAM

11.1 IMPROVEMENT PROJECTS SUMMARY

There are several classifications for grouping drainage improvement projects within the master plan. Improvements can serve both public and private interests and can be funded in a number of ways. As ownership/maintenance of drainage infrastructure rests on multiple stakeholders (Caltrans, City, RD900, private developers) construction and implementation must be coordinated with other agencies to avoid negative downstream impacts. For purposes of this plan, the proposed improvements will be classified as: 1) improvements, which are primarily publicly funded projects serving existing development; 2) maintenance improvement projects, which are projects restoring facilities to their installation capacity, funded primarily through the City general fund; and, 3) development improvement projects, which mitigate flooding related to the approval of new development. Both 1) and 2) above do not have specific collected utility fees.

11.2 IMPROVEMENT PROGRAM

The improvement program (IP) provides a prioritized list of drainage improvement projects with estimated costs to implement them. Funding for improvement projects will depend on the owner of the facility and the scope of work. This section includes description of a framework that was developed for prioritizing the implementation of new Improvement Projects (IP Projects). The IP Projects are described in detail in prior chapters (Chapters 9 and 10). Estimated costs for the improvements were determined in those chapters when appropriate. This section provides a summary of the recommended IP Projects and presents recommended priorities of the improvements.

11.2.1 Prioritization of IP Projects

The City of West Sacramento Storm Drainage/Stormwater Masterplan City-Consultant team developed a framework for prioritizing IP Projects for implementation. Flood Area Criticality criteria was first created to compare flood areas, establishing which areas of the City may be most impacted by surface flooding. Criteria for flood area criticality include the presence of evacuation corridors, the presence of critical facilities as defined by the City, the presence of flood complaints as documented by the City, the social equity of flood location, and the magnitude of flooding as measured by the number of homes or structures affected. Each of the criteria was assigned a “1” or “0” following the scoring rationale below. The flood area criticality composite score is a summation of the five criteria scores. Table 11.1 summarizes the flood criteria and scoring, and Figure 11.1 shows the criteria geographically.



The social equity of flood location was determined through the California Environmental Protection Agency (CalEPA) designation of Disadvantaged Communities Senate Bill 535 (SB 535). SB 535 requires CalEPA to take a multi-pronged approach to identifying disadvantaged communities that includes socioeconomic, public health and environmental hazard criteria. The 25% highest scoring California census tracts from the multi-pronged approach are eligible to receive Greenhouse Gas Reduction Fund fiscal support for improvement projects.

Table 11.1. Criteria for Flood Area Criticality		
Criteria	Source	Score
Evacuation Corridors	City of West Sacramento Evacuation Map (2017)	1=Yes, contains an Evacuation Corridor* 0=No, does not contains an Evacuation Corridor
Critical Facilities	City Planning Documents	1=Yes, contains a Critical Facility* 0=No, does not contain a Critical Facility
Flood Complaints	City Maintenance Records	1=Yes, contains complaints 0=No, does not contain complaints
Social Equity	Disadvantaged Communities Senate Bill 535	1=Yes, contains a DC 0=No, does not contain a DC
Magnitude (Flooded Structures)	Number of Buildings in a Flood Area	Number of Buildings included in flood area divided by 100. No distinction is made between residential or office/industrial buildings.
Note: * indicates as designated by the City		

Table 11.2 summarizes the flood area criticality results, sorting them by the Flood Area Criticality Composite Score.

Table 11.2. Flood Area Criticality Composite Score

Flood Area	Watershed	Flood Area Model Nodes	Evacuation Corridor Score	Critical Facilities Score	Flood Complaints Score	Social Equity Score	Magnitude (Flooded Structures)	Flood Area Criticality Composite Score
Hobson Avenue at Bryte Avenue	RD537/RD811	81M619	1	0	0	1	2.92	4.9
Poplar Avenue and Rockrose Road	Causeway and Racetrack	CWM896 CWI900 CWI898	0	0	0	1	2.48	3.5
Douglas Street and Elkhorn Place	RD537/RD811	81M772	1	1	0	1	1.44	3.4
Alabama Avenue at 13th Street	Lock Watershed	LKOV16	1	1	0	0	1.31	3.3
Meadow Road at Clarendon Street	Causeway and Racetrack	CWM685	0	0	0	1	2.11	3.1
Doran Avenue at Marigold Street	Causeway and Racetrack	CWI397	0	1	0	1	0.82	2.8
Lake Washington	Causeway and Racetrack	CWO007 CWO010 CWO013 CWO016	0	0	0	1	1.69	2.7
Arthur Drive	RD537/RD811	81M824 81M821 81M742	0	0	0	1	1.54	2.5
North of Highway 50 and Sycamore Avenue	Causeway and Racetrack	CWM556 CWM577	0	1	0	1	0.53	2.5
8 th Street and Elizabeth Street	RD537/RD811	81M846	1	0	0	1	0.45	2.5



Table 11.2. Flood Area Criticality Composite Score

Flood Area	Watershed	Flood Area Model Nodes	Evacuation Corridor Score	Critical Facilities Score	Flood Complaints Score	Social Equity Score	Magnitude (Flooded Structures)	Flood Area Criticality Composite Score
Deerwood Street at Lakewood Drive	Deerwood	DW_WW	0	1	0	1	0.24	2.2
Jefferson Boulevard Underpass	RD537/RD811	81M069	1	0	0	1	0.23	2.2
Commerce Drive at Northport Drive	Causeway and Racetrack	RTM163 RTM166	0	1	0	1	0.21	2.2
Harbor Boulevard and West Capitol Boulevard	Causeway and Racetrack	RTM229	1	0	0	1	0.06	2.1
Seaport Boulevard at Enterprise Boulevard	Causeway and Racetrack	CWM184 CWM187 CWM208	1	0	0	1	0.06	2.1
Portsmouth Court and Michigan Boulevard	Causeway and Racetrack	CWI914 CWI918 CWI924	0	0	0	1	1.03	2.0
Walnut Street north of Michigan Boulevard	Causeway and Racetrack	CWM912	0	0	0	1	0.51	1.5
5th Street and South River Road	Causeway and Racetrack	CWI746	0	0	0	0	0.01	0.0
Merkley Avenue from El Rancho Court to Jefferson Boulevard	Causeway and Racetrack	CWM608 CWM607	0	0	0	0	0.01	0.0

11.2.2 IP Project Prioritization Framework

In addition to the Flood Area Criticality, other benefits and challenges to implementation of each improvement project was considered for the final project ranking. The following benefits and challenges are presented in Table 11.3.

Benefits of implementation include:

- Mitigating the critical flood areas identified by the Flood Area Criticality Composite Score in Chapter 11. If an improvement project can mitigate multiple flood areas, the Flood Area Criticality Composite Score will be a summation of all flood areas. Individual Flood Area Criticality scores are listed in Table 11.2.
- Eliminating risk by level identified in Chapter 10 Conditional Assessment. Refer to Table 10.17 and Table 10.18 for additional information.

Challenges to implementation include:

- Sequencing the construction of improvement projects to avoid downstream flooding from Chapter 9. Increasing upstream conveyance without the required downstream project could result in a worsening of flood depth or spread.
- Land acquisition or easements required outside of the City right-of-way from Chapter 9.
- Estimated implementation cost, excluding land acquisition from Chapter 9. The estimated implementation cost of preceding projects is listed in parentheses.
- Stakeholder cooperation will be required. Stakeholder cooperation will require increased coordination, but also presents opportunities for innovation and cost sharing.

Table 11.3 also presents relevant figure names, ownership, and whether the IP Project is included in an alternative. Several improvement projects may be included in one alternative and must all be implemented for full mitigation. Alternatives offer agencies flexibility to solve deficiencies and meet stakeholder goals. Refer to Chapter 9 for a full description of alternatives. Environmental clearance for channel widening and detention basins is a factor for each IP and should be accounted for in implementation.

IP Projects will be assigned a rank for implementation by the City, falling into Group A, Group B, or Group C. Group A has the most impending need and should be implemented first. Group B has barriers that make implementation challenging, but future implementation should be considered as funds become available. Group C has significant barriers or modest benefits that may make implementation infeasible unless specific funding became available or existing conditions change.

11.2.3 IP Prioritization list

Table 11.3 summarizes the Flood Area Criticality and barriers to implementation for each IP Project.

Table 11.3. IP Prioritization by Group Ranking

IP Project	Figure Showing Proposed Improvements	Alternative	Agency Responsible	Benefits of Implementation			Challenges to Implementation				City Assigned Group Rank
				Flood Area Nodes	Flood Area Priority Composite Score	Condition Assessment Risk Level	Preceding Projects Required (Downstream to Upstream)	Land Easement/Acquisition Required	Estimated Implementation Cost, Cost of Preceding Projects (Dollars in Millions)	Stakeholder Cooperation	
5th Street Pump Station	Figure 9-2 RD537/RD811 Watershed (East)	5th Street Underpass Alternative 1: Pump Station Only	City	Jefferson Boulevard Underpass	2.2	Medium Risk	Highway 80 Culvert Upsize Harbor Boulevard Culvert Upsize Harbor Boulevard to Railroad Channel Expansion Citrus Street Culvert Upsize Railroad Culvert Upsize Railroad to Jefferson Channel Expansion Sacramento Avenue Detention Basin	No	\$9.8 (\$9.4)	No	C
5th Street Pump Station and Underground Storage Vault	Figure 9-2 RD537/RD811 Watershed (East)	5th Street Underpass Alternative 2: Pump Station and Underground Detention Vault	City	Jefferson Boulevard Underpass	2.2	Medium Risk	Highway 80 Culvert Upsize Harbor Boulevard Culvert Upsize Harbor Boulevard to Railroad Channel Expansion Citrus Street Culvert Upsize Railroad Culvert Upsize	No	\$6.3 (\$7.4)	No	C
Alyce Norman School Detention Basin	Figure 9-2 RD537/RD811 Watershed (East)		City	Arthur Drive	2.5		Highway 80 Culvert Upsize Harbor Boulevard Culvert Upsize Harbor Boulevard to Railroad Channel Expansion Citrus Street Culvert Upsize Railroad Culvert Upsize Railroad to Jefferson Channel Expansion Fourness Drive Pipe Upsize	Easement	\$4.8 (\$7.9)	School District	C



Table 11.3. IP Prioritization by Group Ranking

IP Project	Figure Showing Proposed Improvements	Alternative	Agency Responsible	Benefits of Implementation			Challenges to Implementation				City Assigned Group Rank
				Flood Area Nodes	Flood Area Priority Composite Score	Condition Assessment Risk Level	Preceding Projects Required (Downstream to Upstream)	Land Easement/Acquisition Required	Estimated Implementation Cost, Cost of Preceding Projects (Dollars in Millions)	Stakeholder Cooperation	
Arthur Drive Pipe Reroute	Figure 9-2 RD537/RD811 Watershed (East)		City	Arthur Drive	2.5		Highway 80 Culvert Upsize Harbor Boulevard Culvert Upsize Harbor Boulevard to Railroad Channel Expansion Citrus Street Culvert Upsize Railroad Culvert Upsize Railroad to Jefferson Channel Expansion Alyce Norman School Detention Area	No	\$1.2 (\$12.7)	No	B
Bryte Avenue Pipe Upsize	Figure 9-2 RD537/RD811 Watershed (East)		City	Hobson Avenue at Bryte Avenue	4.9		Highway 80 Culvert Upsize Harbor Boulevard Culvert Upsize Harbor Boulevard to Railroad Channel Expansion Citrus Street Culvert Upsize Railroad Culvert Upsize Railroad to Jefferson Channel Expansion	No	\$2.1 (\$7.9)	No	A
Citrus Street Culvert Upsize	Figure 9-2 RD537/RD811 Watershed (East)	Removal of Citrus Street Culvert and widen channel	RD900	Arthur Drive Hobson Avenue at Bryte Avenue Douglas Street and Elkhorn Place 8th Street and Elizabeth Street	13.4		Highway 80 Culvert Upsize Harbor Boulevard Culvert Upsize Harbor Boulevard to Railroad Channel Expansion	No	\$0.3 (\$5.8)	RD900	A
Douglas Pipe Upsize	Figure 9-2 RD537/RD811 Watershed (East)		City	Douglas Street and Elkhorn Place	3.4		Sacramento Avenue Detention Basin	No	\$0.2 (\$1.5)	No	B



Table 11.3. IP Prioritization by Group Ranking

IP Project	Figure Showing Proposed Improvements	Alternative	Agency Responsible	Benefits of Implementation			Challenges to Implementation				City Assigned Group Rank
				Flood Area Nodes	Flood Area Priority Composite Score	Condition Assessment Risk Level	Preceding Projects Required (Downstream to Upstream)	Land Easement/Acquisition Required	Estimated Implementation Cost, Cost of Preceding Projects (Dollars in Millions)	Stakeholder Cooperation	
Fourness Drive Pipe Upsize	Figure 9-2 RD537/RD811 Watershed (East)		City	Arthur Drive	2.5		Highway 80 Culvert Upsize Harbor Boulevard Culvert Upsize Harbor Boulevard to Railroad Channel Expansion Citrus Street Culvert Upsize Railroad Culvert Upsize Railroad to Jefferson Channel Expansion Sacramento Avenue Detention Basin Alyce Norman School Detention Basin	No	\$6.3 (\$14.2)	No	B
Harbor Boulevard Culvert Upsize	Figure 9-2 RD537/RD811 Watershed (East)		RD900	Portsmouth Court and Michigan Blvd. Arthur Drive Doran Avenue at Marigold Street Jefferson Boulevard Underpass	9.6		Highway 80 Culvert Upsize	No	\$1.6 (\$4.1)	No	A
Jefferson Boulevard Pump Station	Figure 9-2 RD537/RD811 Watershed (East)		City	Jefferson Boulevard Underpass	2.2	Medium	Highway 80 Culvert Upsize Harbor Boulevard Culvert Upsize Harbor Boulevard to Railroad Channel Expansion Citrus Street Culvert Upsize Railroad Culvert Upsize Railroad to Jefferson Channel Expansion Sacramento Avenue Detention Basin	No	\$5.6 (\$9.4)	No	A



Table 11.3. IP Prioritization by Group Ranking

IP Project	Figure Showing Proposed Improvements	Alternative	Agency Responsible	Benefits of Implementation			Challenges to Implementation				City Assigned Group Rank
				Flood Area Nodes	Flood Area Priority Composite Score	Condition Assessment Risk Level	Preceding Projects Required (Downstream to Upstream)	Land Easement/Acquisition Required	Estimated Implementation Cost, Cost of Preceding Projects (Dollars in Millions)	Stakeholder Cooperation	
Railroad Culvert Upsize	Figure 9-2 RD537/RD811 Watershed (East)	Consider LNWI conflict	City	8th Street and Elizabeth Street Doran Avenue at Marigold Street West Capitol Avenue roadway underpass 5th Street and South River Road	6.6		Highway 80 Culvert Upsize Harbor Boulevard Culvert Upsize Harbor Boulevard to Railroad Channel Expansion Citrus Street Culvert Upsize	No	\$1.3 (\$6.1)	Sacramento Regional County Sanitation District, Union Pacific	B
Railroad to Jefferson Channel Expansion	Figure 9-2 RD537/RD811 Watershed (East)		RD900	West Capitol Avenue roadway underpass North of Highway 50 and Sycamore Ave. Deerwood Street at Lakewood Drive Merkley Avenue from El Rancho Court to Jefferson Boulevard	6.1		Highway 80 Culvert Upsize Harbor Boulevard Culvert Upsize Harbor Boulevard to Railroad Channel Expansion Citrus Street Culvert Upsize Railroad Culvert Upsize	No	\$0.6 (\$7.4)	Sacramento Regional County Sanitation District	B
Sacramento Avenue Detention Basin	Figure 9-2 RD537/RD811 Watershed (East)		City	Arthur Drive 8th Street and Elizabeth Street	5.0		None	Yes	\$1.5 (\$0.0)	No	C



Table 11.3. IP Prioritization by Group Ranking

IP Project	Figure Showing Proposed Improvements	Alternative	Agency Responsible	Benefits of Implementation			Challenges to Implementation				City Assigned Group Rank
				Flood Area Nodes	Flood Area Priority Composite Score	Condition Assessment Risk Level	Preceding Projects Required (Downstream to Upstream)	Land Easement/Acquisition Required	Estimated Implementation Cost, Cost of Preceding Projects (Dollars in Millions)	Stakeholder Cooperation	
Highway 80 Culvert Upsize	Figure 9-1 RD537/RD811 Watershed (West)		Caltrans	North of Highway 50 and Sycamore Ave. Alabama Avenue at 13th Street Walnut Street north of Michigan Blvd. Harbor Boulevard and West Capitol Blvd.	9.4		None	No	\$4.1 (\$0.0)	Caltrans	A
Harbor Boulevard to Railroad Channel Expansion	Figure 9-1 RD537/RD811 Watershed (West)		RD900	Doran Avenue at Marigold Street Douglas Street and Elkhorn Place North of Highway 50 and Sycamore Ave. Commerce Drive at Northport Drive	11.0		Highway 80 Culvert Upsize, Harbor Boulevard Culvert Upsize	No	\$0.1 (\$5.7)	No	B
Deerwood Detention Basin	Figure 9-6 Deerwood and Lock Watershed		City	Deerwood Street at Lakewood Drive	2.2		Deerwood Pump Station Relocation	Yes	\$2.1 (\$2.4)	No	C
Deerwood Pump Station Relocation	Figure 9-6 Deerwood and Lock Watershed		City	Deerwood Street at Lakewood Drive	2.2	Medium-High	Deerwood Detention Basin	Yes	\$4.7 (\$2.1)	No	A
Jefferson Boulevard Pipe Upsize	Figure 9-6 Deerwood and Lock Watershed		City	Alabama Avenue at 13th Street	3.3		None	No	\$4.8 (\$0.0)	No	A



Table 11.3. IP Prioritization by Group Ranking

IP Project	Figure Showing Proposed Improvements	Alternative	Agency Responsible	Benefits of Implementation			Challenges to Implementation				City Assigned Group Rank
				Flood Area Nodes	Flood Area Priority Composite Score	Condition Assessment Risk Level	Preceding Projects Required (Downstream to Upstream)	Land Easement/Acquisition Required	Estimated Implementation Cost, Cost of Preceding Projects (Dollars in Millions)	Stakeholder Cooperation	
Clarendon Street Pipe Upsize	Figure 9-5 Causeway and Racetrack Watershed (East)		City	Seaport Boulevard at Enterprise Boulevard	3.1		Downstream Alternative 1 OR Downstream Alternative 2 OR Downstream Alternative 3	No	\$0.7 (\$44.8, \$12.6, \$24.9)	No	C
Michigan Boulevard Detention Basin	Figure 9-5 Causeway and Racetrack Watershed (East)		City	Portsmouth Court and Michigan Blvd.	2.0		None	Yes	\$5.0 (\$0.0)	No	B
Westfield School Detention Basin	Figure 9-5 Causeway and Racetrack Watershed (East)		City	Walnut Street north of Michigan Blvd. Poplar Avenue and Rockrose Road	5.0		None	Easement	\$5.1 (\$0.0)	School District	C
South River Road Detention Basin	Figure 9-5 Causeway and Racetrack Watershed (East)	South River Road Alternative 1: Detention Basin	City	5th Street and South River Road	0.0		None	Yes	\$1.3 (\$0.0)	No	C
South River Road Pipe Upsize	Figure 9-5 Causeway and Racetrack Watershed (East)	South River Road Alternative 2: Pipe Upsize	City	5th Street and South River Road	0.0		El Rancho Court Detention Westmore Oaks School Detention Basin	No	\$2.9 (\$26.9)	No	C
El Rancho Court Detention Basin	Figure 9-5 Causeway and Racetrack Watershed (East)		City	North of Highway 50 and Sycamore Ave. Merkley Avenue from El Rancho Court to Jefferson Boulevard	2.5		None	Yes	\$2.0 (\$0.0)	No	C



Table 11.3. IP Prioritization by Group Ranking

IP Project	Figure Showing Proposed Improvements	Alternative	Agency Responsible	Benefits of Implementation			Challenges to Implementation				City Assigned Group Rank
				Flood Area Nodes	Flood Area Priority Composite Score	Condition Assessment Risk Level	Preceding Projects Required (Downstream to Upstream)	Land Easement/Acquisition Required	Estimated Implementation Cost, Cost of Preceding Projects (Dollars in Millions)	Stakeholder Cooperation	
Harbor Boulevard Pipe Upsize	Figure 9-4 Causeway and Racetrack Watershed (Central)		City	Harbor Boulevard and West Capitol Blvd.	2.1		Downstream Alternative 1 OR Downstream Alternative 3	No	\$1.8 (\$44.8, \$24.9)	No	C
Houston Street Culvert Upsize	Figure 9-4 Causeway and Racetrack Watershed (Central)		RD900	Harbor Boulevard and West Capitol Blvd.	2.1		Downstream Alternative 1 OR Downstream Alternative 2 OR Downstream Alternative 3, Harbor Boulevard Pipe Upsize	No	\$0.9 (\$44.8, \$12.6, \$24.9)	No	C
Walnut Street Pipe Upsize	Figure 9-4 Causeway and Racetrack Watershed (Central)		City	Walnut Street north of Michigan Blvd.	1.5		Downstream Alternative 1 OR Downstream Alternative 2 OR Downstream Alternative 3	No	\$4.8 (\$44.8, \$12.6, \$24.9)	No	A
Westmore Oak School Detention Basin	Figure 9-4 Causeway and Racetrack Watershed (Central)		City	Seaport Boulevard at Enterprise Boulevard North of Highway 50 and Sycamore Ave. Walnut Street north of Michigan Blvd. Poplar Avenue and Rockrose Road	10.6		None	Yes, Easement	\$24.9 (\$0.0)	School District	C



Table 11.3. IP Prioritization by Group Ranking

IP Project	Figure Showing Proposed Improvements	Alternative	Agency Responsible	Benefits of Implementation			Challenges to Implementation				City Assigned Group Rank
				Flood Area Nodes	Flood Area Priority Composite Score	Condition Assessment Risk Level	Preceding Projects Required (Downstream to Upstream)	Land Easement/Acquisition Required	Estimated Implementation Cost, Cost of Preceding Projects (Dollars in Millions)	Stakeholder Cooperation	
Enterprise Boulevard Pipe Upsize	Figure 9-3 Causeway and Racetrack Watershed (West)		City	Seaport Boulevard at Enterprise Boulevard	3.1		Downstream Alternative 1 OR Downstream Alternative 2 OR Downstream Alternative 3	No	\$3.5 (\$44.8, \$12.6, \$24.9)	No	C
Racetrack Pump Station - Pump Station Only	Figure 9-3 Causeway and Racetrack Watershed (West)	Downstream Alternative 1: Pump Station Only	RD900	Seaport Blvd. at Enterprise Blvd. Harbor Blvd. and West Capitol Blvd. Commerce Drive at Northport Drive Lake Washington	7.4	High	None	No	\$29.9 (\$0.0)	No	A
West Capitol Culvert Expansion	Figure 9-3 Causeway and Racetrack Watershed (West)	Downstream Alternative 1: Pump Station Only	City	Lake Washington	0.0		Downstream Alternative 1	No	\$0.4 (\$44.8)	No	A
Estes Terminal Detention Basin	Figure 9-3 Causeway and Racetrack Watershed (West)	Downstream Alternative 2: Detention Only	City	Lake Washington	0.0		None	Yes	\$1.9 (\$0.0)	No	C
Lake Washington Expansion	Figure 9-3 Causeway and Racetrack Watershed (West)	Downstream Alternative 2: Detention Only	RD900	Lake Washington	0.0		None	Yes	\$1.4 (\$0.0)	No	C



Table 11.3. IP Prioritization by Group Ranking

IP Project	Figure Showing Proposed Improvements	Alternative	Agency Responsible	Benefits of Implementation			Challenges to Implementation				City Assigned Group Rank
				Flood Area Nodes	Flood Area Priority Composite Score	Condition Assessment Risk Level	Preceding Projects Required (Downstream to Upstream)	Land Easement/Acquisition Required	Estimated Implementation Cost, Cost of Preceding Projects (Dollars in Millions)	Stakeholder Cooperation	
Racetrack Pump Station - Pump Station and Detention	Figure 9-3 Causeway and Racetrack Watershed (West)	Downstream Alternative 3: Detention + Pump Station	RD900	Seaport Boulevard at Enterprise Boulevard Harbor Boulevard and West Capitol Blvd. Commerce Drive at Northport Drive Lake Washington	7.4	High	None	Yes	\$14.9 (\$0.0)	No	C
West Capitol Avenue Detention Basin	Figure 9-3 Causeway and Racetrack Watershed (West)	Downstream Alternative 2: Detention Only OR Downstream Alternative 3: Detention + Pump Station	City	Lake Washington	0.0		None	Yes	\$9.3 (\$0.0)	No	C
Racetrack Culvert Expansion	Figure 9-3 Causeway and Racetrack Watershed (West)	Downstream Alternative 1: Pump Station Only OR Downstream Alternative 3: Detention + Pump Station	RD900	Commerce Drive at Northport Drive	2.2		Downstream Alternative 1	No	\$0.2 (\$44.8)	No	A

11.3 MAINTENANCE PROJECTS

Based on the condition assessment evaluations described in Chapter 10, the following list of maintenance projects are recommended for implementation. Table 11.4 summarizes the project and associated cost of implementation. Maintenance projects are critical to maintaining system functionality and are given equal importance for implementation.

Table 11.4. Maintenance Projects		
Maintenance Project	Recommended ACTION	Estimated Cost (Dollars in Millions)
RD811/RD537 Pump Station	Test critical components such as pumps and motors. Prepare a security review to develop recommendations on improving security. Add Backup Generator	\$0.5
Harbor Pump Station	Perform a structural/geotechnical evaluation of settling issue. Add Backup Generator	\$0.5
Washington Pump Station	Replace the 8-inch steel discharge pipe. Add Backup Generator	\$0.4
Lighthouse Pump Station	Perform electrical system review to determine if electrical issues are preventing the design capacity of being achieved.	\$0.3

Table 11.4. Maintenance Projects		
Maintenance Project	Recommended ACTION	Estimated Cost (Dollars in Millions)
Raley Pump Station	Perform electrical system review. Correct issue with inoperable auto-transfer switch. Add Backup Generator	\$0.5
Causeway – Upper Channel	City to coordinate with Caltrans and RD 900 to get rack installed.	N/A Performed by Others
Racetrack/Causeway Connector Channel	Solution dependent on Causeway/Racetrack flood solution that is implemented: Alt. 1 and 3: New headwall to be constructed with culvert replacement (increased capacity) Alt 2: Remove and replace headwall	\$0.4
RD811/RD537 Channel	Clear vegetation	N/A Performed by City Staff
810 Manhole	Manhole	\$0.01
20877 Manhole	Manhole	\$0.01
25546 Manhole	Manhole	\$0.01
730 Manhole	Manhole	\$0.01

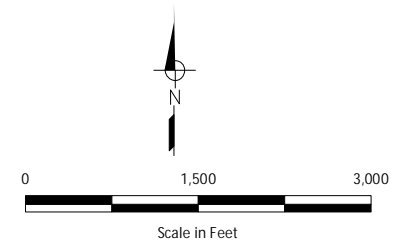
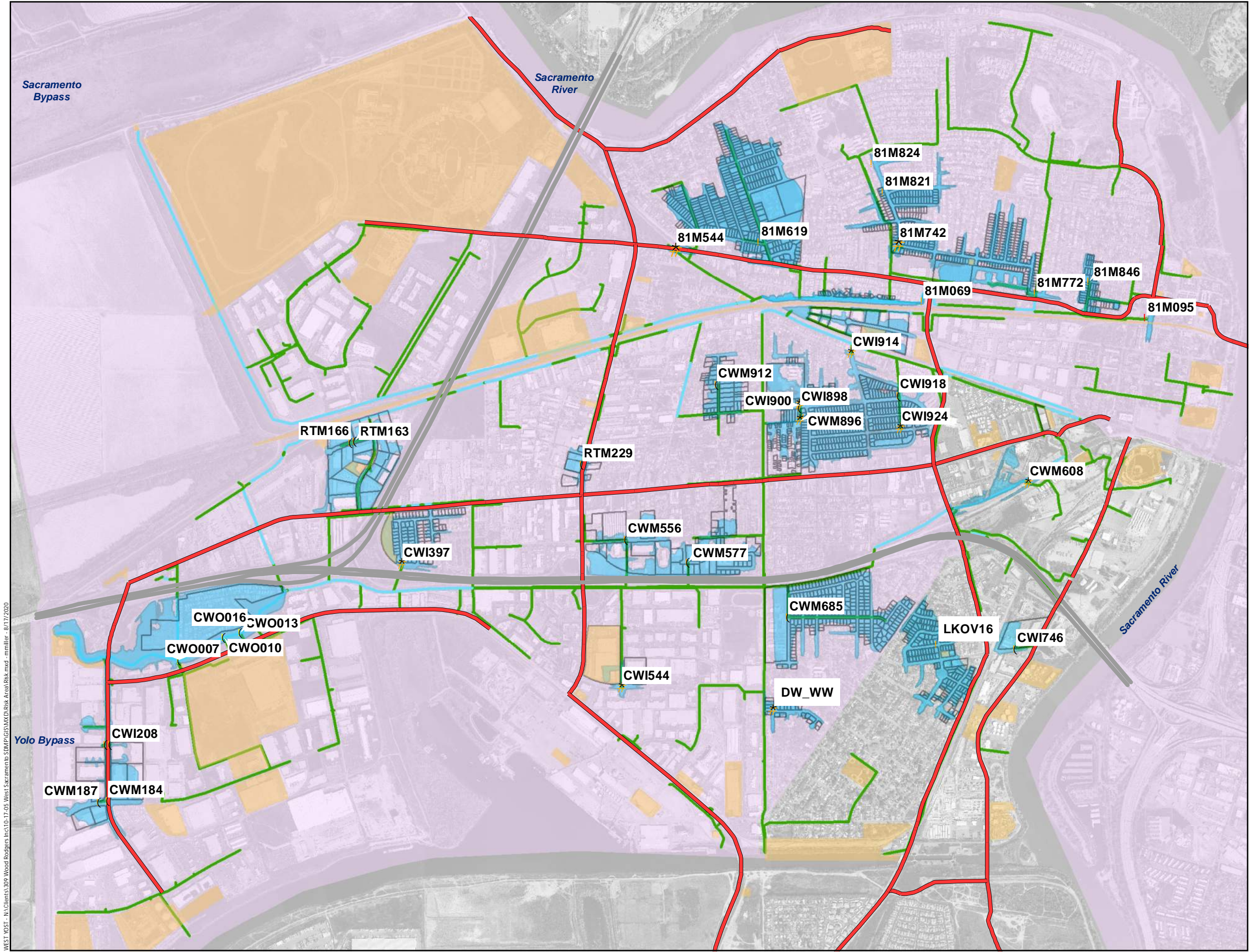
11.4 DEVELOPMENT PROJECTS

The majority of new development is planned to occur within the South Basin. New development drainage improvements are typically funded by the developers through development impact fees and the projects listed below are predominantly triggered by the impacts created by new

development. There are two identified deficiencies where flooding may be occurring within existing streets, but not flooding homes/structures, and where ultimate development improvements will eliminate the need for temporary fixes. The City-Consultant team reviewed current large-scale development plans including those for the Liberty, Riverpark and Yarbrough developments to inform the modeling for the South Basin and determine the projects necessary to mitigate for new development. Those projects are listed in Table 11.5 below.



Table 11.5. Development Projects			
Development Project	Type	Cost (Dollars in Millions)	Priority
Gateway/Stonegate Capacity Increase (150 cfs)	Pump Station	\$6.6	Development Trigger
Location 1	Drainage Crossing	\$0.6	Development Trigger
Location 2	Drainage Crossing	\$1.5	Development Trigger
Location 3	Drainage Crossing	\$1.65	Development Trigger
Location 4	Drainage Crossing	\$3.3	Development Trigger
Location 5	Drainage Crossing	\$0.075	Development Trigger
Location 6	Drainage Crossing	\$0.075	Development Trigger
Location 7	Drainage Crossing	\$0.075	Development Trigger
Location 8	Drainage Crossing	\$3.3	Development Trigger
Location 9	Drainage Crossing	\$3.3	Development Trigger
Location 10	Drainage Crossing	\$3.3	Development Trigger
Location 11	Drainage Crossing	\$0.14	Development Trigger
Main Drain Ultimate Pump Installation	Pump Station	\$0.2	Development Trigger



Storage Node - Flood Depth (feet)

- No Flooding
- 0.0 - 0.6
- 0.6 - 1.6
- 1.6 - 3.0
- 3.0 - 4.1

Model Node - Flood Depth (feet)

- No Flooding
- 0.0 - 0.6
- 0.6 - 1.6
- 1.6 - 3.0
- 3.0 - 4.1

Criteria for Flood Area Criticality

- Evacuation Freeways
- Evacuation Streets
- Critical Facility
- Flooded Structures
- Flood Area
- SB535 Disadvantaged Communities

Conveyance System

- Pipes
- Channels



Figure 11-1
Criteria for Flood Area Criticality

WEST YOST - N:\Clients\309 Wood Rodgers Inc\10-17-05 West Sacramento SDMP\GIS\MXD\Risk Area\Risk.mxd - m.miller - 8/17/2020



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CHAPTER 12 REFERENCES

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Standard Specifications and Details, City of West Sacramento, 2002

Hydrology Manual, Sacramento County Department of Water Resources, 1992

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CHAPTER 13 ACRONYMS AND ABBREVIATIONS

AEP – Annual Exceedance Probability
AC – Acre
CEQA – California Environmental Quality Act
CIP – Capital Improvement Program
CVFED – Central Valley Floodplain Evaluation and Delineation Project
CVFPB – Central Valley Flood Protection Board
DWR – California Department of Water Resources
DWSE – Design Water Surface Elevation
FEMA – Federal Emergency Management Agency
FIRM – Floodplain Insurance Rate Maps
FIS – Flood Insurance Study
FT – Feet or Foot
GIS – Geographic Information System
HEC – Hydraulic Engineering Center
LiDAR – Light Detection and Ranging
LF – Lineal Feet
MOU – Memorandum of Understanding
NAVD 88 – The North American Vertical Datum of 1988
NGVD 29 – The National Geodetic Vertical Datum of 1929
NEPA – National Environmental Policy Act of 1969
O&M – Operation and Maintenance
OMRRR – Operation, Maintenance, Repair, Replacement, and Rehabilitation
RD – Reclamation District
SR – State Route
SDSWMP – Storm Drain Storm Water Master Plan
USACE – US Army Corps of Engineers
WSE – Water Surface Elevation

MEETING DATE: January 20, 2021

ITEM #25

SUBJECT:

**CONSIDERATION OF APPROVAL OF THE 2021 DRAFT HOUSING ELEMENT FOR
SUBMISSION TO CALIFORNIA HOUSING AND COMMUNITY DEVELOPMENT**

INITIATED OR REQUESTED BY:

Council Staff
 Other

REPORT COORDINATED OR PREPARED BY:

Elijah Ortega, Community Investment Specialist
Economic Development & Housing Department

Kathy Allen, Senior Planner
Community Development Department

ATTACHMENT Yes No Information Direction Action

OBJECTIVE

The objective of this report is to provide the City Council with a presentation regarding the update to the Housing Element of the City's General Plan to facilitate consideration of approval of the draft Housing Element for submittal to the State Department of Housing and Community Development (HCD).

RECOMMENDED ACTION

Staff respectfully recommends that the City Council

1. Receive a presentation from staff on the draft Housing Element; and
2. Approve the draft Housing Element for submittal to HCD.

BACKGROUND

Although local jurisdictions are not responsible for housing production, local land use and housing policies play a significant role in housing development outcomes, affecting the quality of life for millions of Californians. Recognizing the importance of local land use policy, state law requires each jurisdiction to develop a long-term comprehensive general plan that includes a mandatory housing element. The City completed a comprehensive update, General Plan 2035, in November 2016; however, the Housing Element was not updated at that time. The Housing Element is one of seven mandatory elements of a General Plan; however, it is the only element that requires State review and certification. The Housing Element sets forth the City's strategies for:

- Preserving and enhancing the community's residential character
- Expanding housing opportunities for all economic segments
- Providing guidance and direction for local government decision-making in all matters related to housing.

The availability of adequate housing is a critical statewide issue. California was in a housing crisis prior to COVID-19, and the pandemic has only exacerbated it. The housing laws adopted by the California State Legislature are primarily effectuated by local jurisdictions through their general plan housing elements. The Housing Element for West Sacramento's General Plan is required to be updated to comply with state law and facilitate adequate housing for residents.

Vacancy rates based on homes available to rent or purchase currently indicate that West Sacramento families may not have adequate options when locating appropriate and affordable homes to purchase or rent. Both the for-sale and rental vacancy rates in West Sacramento in 2017 were below 5% (American Community Survey 2015-2019). The Housing Element proposed updates are primarily intended to expand housing choice and availability by encouraging and facilitating housing production in the City.

The State of California determines how much housing is needed statewide during each Housing Element cycle. That statewide need is apportioned by region to Metropolitan Planning Organizations or MPOs, who in turn allocate the region's share to local jurisdictions. The Sacramento Area Council of Governments (SACOG) is the MPO for the Sacramento region. SACOG produces a Regional Housing Needs Assessment (RHNA) for each local jurisdiction. West Sacramento's RHNA figure for the 2021-2029 Housing Element is approximately 9,500 new housing units. The allocation of 9,500 new residential units to the City and its development partners means that the City must demonstrate the zoning capacity for that volume of new units over eight years. The City is not required to construct 9,500 units.

The City is required to submit an updated Housing Element covering the sixth-cycle planning period (2021-2029) to HCD by May 15, 2021 for its review and certification. Once HCD receives a draft of the City's Housing Element, it is statutorily obligated to complete a review within 60 days to determine if the element substantially complies with the law. After HCD review, any necessary revisions will be completed and a final Housing Element will be brought back to the City Council for public hearing and formal adoption. If a jurisdiction fails to adopt a Housing Element within 120 days of the statutory deadline for adoption, the jurisdiction is then moved to a five-year update cycle. Staff has been developing the Housing Element on a schedule intended to provide for HCD's document review times and subsequent City Council adoption by the May 15 deadline.

Since the last update of the Housing Element in 2013, several new state requirements were added. In 2015, the California Legislature passed SB 379, which requires all cities to include climate adaptation and resiliency strategies in the Safety Element of General Plan 2035. In 2016, the California legislature passed SB 1000, which requires the addition of an Environmental Justice element to the General Plan upon addition or revision of two or more General Plan elements concurrently. Additionally, since adoption of General Plan 2035, staff has identified a need for updates to the circulation diagram in the Mobility Element to align with the Pioneer Bluff Master Plan circulation design, Broadway Bridge alignment and existing plans for the Riverfront Districts. The circulation diagram of the Mobility Element is a foundation of the Mobility Action Plan effort currently underway in the City. Staff will be working diligently on these matters once the Housing Element has been submitted to HCD and will be returning to the City Council regarding these additional updates to other General Plan elements later in 2021.

The City Council approved a contract with AECOM Technical Services Inc. (AECOM) in April 2020 to support the 2021-2029 Housing Element update and associated General Plan updates. Due to the statutory deadline for the Housing Element and the impact of the COVID-19 pandemic on Commission hearings and work product timelines, staff requested that a subcommittee of three Planning Commissioners participate with the Economic Development and Housing Commission in its review of the Housing Element. The Planning Commission subcommittee participated in two Economic Development and Housing Commission meetings to provide feedback and recommended areas of focus for staff. On October 27, 2020, the Economic Development and Housing Commission voted to recommend that the Council approve the draft goals, policies, and programs chapter of the Housing Element. Subsequently, the Planning Commission received a workshop on the draft Housing Element and provided further feedback to staff; on December 3, 2020, the Planning Commission voted unanimously to recommend that the Council approve the draft Housing Element for submittal to HCD.

ANALYSIS

Housing Element law (Government Code §65580-65589.9) is prescriptive, requiring that each Housing Element contain sections covering the following topics:

- Housing Programs
- Quantified Objectives
- Public Participation
- Evaluation and Revision of the Previous Housing Element
- Analysis of Consistency with the General Plan
- Housing Needs Assessment
- Regional Housing Needs Assessment (RHNA)
- Residential Site Inventory and Analysis
- Analysis of Potential Governmental Constraints.

The following sections summarize how the draft Housing Element approaches each of the required sections.

Housing Programs:

The City's strategy for achieving overall community affordability and adequate housing is based in policies, programs, and objectives organized around the following goals:

- Adequate land for a balanced range of housing;
- Maintenance, improvement, and rehabilitation of housing;
- Climate Change, energy conservation, sustainability, and a balance of employment and housing;
- Adequate services for residential development;
- Affirmatively furthering Fair Housing.

The Housing Element goals and policies guide day-to-day decisions regarding housing in the City as they are implemented through regulatory, financial and land use mechanisms and development standards administered by the City. A summary table with responsible agencies, timelines, and potential funding sources to support the implementation programs is included in the document as Table 1-1. While many of the goals, policies, and programs required only minor modifications, there are updates to the Chapter to create better integration of the Housing Element with city conservation and sustainability goals, mobility strategies, funding strategies, and infill, area transit priority development goals. Notable changes and additions to the goals, policies, and programs chapter include:

- Goal HE-3: Community Health, Energy Conservation and Sustainability
- Policy HE-P-1.16: Implementation of integrated place-based and mobility strategies in planning for affordable housing
- Policies HE-3.4, 3.5, and 3.6: To support the implementation of initiatives that will further the city's sustainability and climate goals
- Program HE-PR-1.2: EIFD as a key funding strategy for affordable housing
- Program HE-PR-1.4: Greater focus on infill and compact housing development in transit priority areas
- Program HE-PR-2.1.2: Focus on energy efficiency and GHG emission reducing upgrades for housing rehabilitation
- Program HE-PR-3.1: Implementation of strategies in the Mayor's Commission on Climate Change Final Report; particularly for low-income and special needs residents
- Program HE-PR-3.2: Community resilience and sustainability efforts to support the Climate Action Plan implementation
- Program HE-PR-4.1: Encourage mixed-use corridors in the Central Business District and support growth of employment centers with access to transit and proximity to housing
- Program HE-PR-6.3: Affirmatively Furthering Fair Housing - equal access to housing and opportunities for all residents

Additionally, the draft Housing Element includes environmental justice considerations that align the Housing Element with other planned updates to General Plan 2035 (to be extended to 2040). Environmental justice is defined by the Environmental Protection Agency as the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income, with respect to the development, implementation, and enforcement of laws, regulations and policies.

Quantified Objectives:

The Housing Element includes a range of programs to implement the City's revised housing goals and policies. Some program target objectives are quantified (e.g., the number of housing units constructed or rehabilitated). Other outcomes cannot be quantified and are instead described qualitatively (e.g., the elimination of a constraint to housing production).

Public Participation:

A robust public participation and community outreach strategy is paramount to the development of a Housing Element reflective of the community's needs. The public participation requirement of the draft Housing Element was conducted to engage residents and collectively define housing problems and solutions. In consideration of the ongoing pandemic, staff and the consultant team restructured the public participation approach to focus on digital outreach methods. A proactive approach was employed to solicit input which shaped and guided policy and program updates. A summary of the results and feedback gathered from all community outreach methods is provided in Appendix E.

As part of the public participation strategy, staff solicited feedback from key groups of community and regional stakeholders. The participation of community stakeholders is key to effectively developing, evaluating and implementing housing strategies. Among these stakeholders were housing advocates and experts, social service providers, affordable housing developers, community churches, and other housing related non-profits. Outreach forums to the stakeholder groups included a series of webinars focused on issues related to the development of affordable housing and the approach to housing in the challenging context of the COVID-19 pandemic. Stakeholders identified priorities for their organizations and West Sacramento based clients and membership. Additionally, one-on-one meetings between the City and stakeholder groups were conducted to further identify areas of improvement and focus for the Housing Element update.

Updates on the progress of the Housing Element and opportunities for public participation and input were provided on the city's website and directly via email to interested subscribers. An online Community Housing Survey was completed to identify residents' housing priorities, preferences, and concerns. The survey remained

open for six weeks and received 468 responses from West Sacramento residents. Housing affordability, senior housing, amenities, overcrowding, and traffic concerns were noted in the survey as top issues for residents. A Virtual Public Meeting was held to educate and inform members of the public about the draft Housing Element and further solicit community feedback. Input from all public participation forums informed the recommended revisions to Housing Element goals, policies, and programs. The draft Housing Element reflects the feedback gathered from the adapted community outreach efforts, stakeholder organizations and comments and guidance from the Economic Development and Housing and Planning Commissions.

Evaluation of Previous Housing Element:

An evaluation of the effectiveness of each current program contained in the prior (2013) Housing Element and the progress in implementing each program was completed to determine whether programs from the 2013 Housing Element should be modified. Appendix C of the draft Housing Element summarizes that analysis including:

- Whether the City achieved its program objectives, including a comparison of what the City achieved versus what was projected or planned;
- Whether the City exceeded, met, or fell short of projected outcomes; and
- Identification of the causes for differences between projected outcomes in the 2013 Housing Element and actual achievements.

Additionally, Appendix C outlines the changes made in the 2021-2029 Housing Element goals, policies, and programs to incorporate lessons learned from 2013 Element outcomes.

Analysis of Consistency with the General Plan:

The draft modifications and updates provided in this Housing Element were analyzed for consistency with the General Plan 2035, as required; and actions were identified to review this requirement annually and with proposed General Plan amendments. The General Plan 2035 vision for West Sacramento is focused on fostering the development of complete communities that:

- Meet the basic needs of all residents, regardless of race, color, national origin, or socioeconomic status
- Provide access to public and private services, transit, jobs, and healthy foods
- Support active lifestyles and social interaction that promote health and resiliency.

To this end, the Housing Element goals, policies, and programs are intended to advance the vision for complete communities in the city. Specifically, the Housing Element update focused on encouraging and facilitating:

- Neighborhoods with a strong identity and character
- Neighborhoods connected to the city as a whole
- Public-private partnerships to increase affordable housing stock
- The application of 'affordable-by-design' housing options
- Streamlining and incentivizing housing development
- A full range of quality housing choices that contribute to neighborhood identity and pride
- Connecting housing to affordable, safe, and convenient mobility options that support community health and sustainability.

Housing Needs Assessment:

The Housing Needs Assessment (Appendix A-1) describes the characteristics of West Sacramento residents, their current housing, and the extent to which residents cannot find or afford housing that meets their needs. The Housing Needs Assessment directly informs revisions to the Housing Element goals, policies, and programs.

Regional Housing Needs Assessment (RHNA):

Market forces (including interest rates, labor availability and cost, construction material supply costs, rents and sales prices and fees, among others) are the primary determinate of housing production. Housing policies cannot overcome the economic drivers of housing production to create supply: however, they should – and must – create a context that maximizes the ability of housing producers to build the units needed. The City's RHNA figure articulates the City's theoretical need for housing production for all income groups. The City has reviewed and revised the Housing Element to ensure that adequate sites are available to accommodate the number of housing units included in SACOG's RHNA for West Sacramento.

Population growth powerfully affects the calculation of regional housing needs. The State Department of Finance (DoF) develops population projections and HCD allocates those figures regionally as noted above. For the period

of 2021-2029, the projected need for the Sacramento region is 153,512 units. As shown below, the Regional Housing Needs Allocation (RHNA) developed by SACOG (Sacramento Area Council of Governments) identifies housing needs for four income subcategories--very low-income, low-income, moderate-income, and above-moderate income households. These affordability categories are shown below, along with examples of Sacramento area jobs with average annual earnings at or below each level:

2020 Yolo County Income Limits (Family of Four)		
Income Level	Income	Examples of FT Jobs at or Below This Earnings Level
Extremely Low (30% AMI)	\$27,750	Gaming Dealer, Dishwasher, Fast Food Cook
Very Low Income (50% AMI)	\$46,250	Manicurist, Waiter/Waitress, Preschool Teacher
Low Income (80% AMI)	\$74,000	Dental Assistant, Construction Laborer, Bus Driver
Median Income (100% AMI)	\$92,500	Loan Officer, Computer Programmer, Accountant
Moderate Income (120% AMI)	\$111,000	Physical Therapist, Veterinarian, Mechanical Engineer

The City's housing policies address all income levels, making the Housing Element one of the City's most impactful policy documents. The RHNA calculates an anticipated housing need at each income level. To meet the 2021–2029 RHNA, West Sacramento must show capacity for 9,471 units. Of the City's 9,471-unit share of the regional allocation, approximately 43% of the units are for above moderate-income households. The remaining 57% share is for very-low, low, and moderate-income households. West Sacramento's housing needs provided in the current RHNA are summarized below:

Regional Housing Needs Allocation

Area	Income Level				Total
	Very Low	Low	Moderate	Above Moderate	
Sacramento Region	38,999	23,503	26,993	64,017	153,512
Yolo County	3,669	2,211	2,777	6,585	15,242
West Sacramento	2,287	1,378	1,722	4,084	9,471

Residential Site Inventory and Analysis:

The draft Housing Element includes an updated residential sites inventory and analysis (Appendix B), which indicates that the City has adequate sites to accommodate housing development well in excess of the RHNA of 9,471 housing units. Identified sites provide for 11,220 housing units at a range of densities, from very low-density rural homes to high-density infill development at up to 120 units per acre. These sites represent opportunities for the development of a variety of housing types suitable for a range of household types and income levels. The inventory includes vacant unentitled sites in a variety of zoning districts and vacant sites that are planned for specific residential development projects. No rezoning is needed to accommodate adequate housing sites.

Analysis of Potential Constraints:

Appendix A-3 to the draft Housing Element identifies: 1) potential barriers to housing development, rehabilitation and financing; 2) the preservation of affordable housing; and, 3) the needs of persons with disabilities. Potential constraints arising from government actions include zoning, fees, permit processes or the inability to expand or extend services to new development. Other constraints are based in housing market factors such as home lending practices, construction costs and land costs. Additional constraints relate to environmental conditions affecting the feasibility of land development, such as flood-prone areas and protected habitats. The Housing Element includes a program to biannually review and continue to ensure that there are no substantial constraints to meeting housing goals and objectives.

Energy Conservation:

An analysis of opportunities for energy conservation with respect to residential development is included in Appendix A-4. The energy conservation section identifies and analyzes City opportunities to encourage the incorporation of energy-saving features, energy-saving materials and increased energy efficiency in residential systems and design. In addition, the section seeks to identify how the incorporation of energy efficient features can contribute to reduced housing costs for homeowners and renters, in addition to promoting sustainable communities.

Affirmatively Furthering Fair Housing Analysis

Appendix D includes an assessment of affirmatively furthering fair housing in West Sacramento. Specifically, affirmatively furthering fair housing means taking meaningful actions that, taken together, address significant disparities in housing needs and access to opportunity, replacing segregated living patterns with truly integrated and balanced living patterns, transforming racially and ethnically concentrated areas of poverty into areas of opportunity and fostering and maintaining compliance with civil rights and fair housing laws. Additionally, this section of the draft Housing Element includes an analysis of local, state, and federal data sources to determine community needs and the identification of meaningful actions to further fair housing opportunities.

It is staff's finding that the proposed changes to the Housing Element meet the applicable state mandates and address the City's responsibility to facilitate the production of affordable housing, while maintaining the City's competitiveness as a location for new market-rate development of all types. The draft Housing Element presents a clear outline of the City's housing needs, goals and objectives, and strategies to achieve those goals to the benefit of all city residents.

Environmental Considerations

A Negative Declaration was prepared on the project in accordance with the California Environmental Quality Act (CEQA). This was done after offering consultations with Native American tribes on the City's AB 52 list. The initial study circulation period ended on October 29, 2020 and was sent for review to various state and City departments and local Native American tribes. Staff received a letter of recommendations from the Department of Toxic Substances Control and the Department of Conservation. Staff also received confirmation of no further comments from Caltrans. As the Housing Element is primarily a policy document it would not likely have any impacts on the physical environment. The Initial Study is provided as Attachment 2.

Commission Recommendation

Staff conducted workshops on the proposed updates to the Housing Element with the Economic Development Commission and the Planning Commission. The feedback received from the Commissions informed the changes to the draft Housing Element. On October 27, 2020, the Economic Development and Housing Commission voted to recommend the draft Goals, Policies, and Programs to the City Council. On December 3, 2020, the Planning Commission voted unanimously to recommend the draft Housing Element to the City Council.

Strategic Plan Integration

The recommended action supports the Strategic Plan Principles of Housing Production Strategy and Inclusive Economic Development. Additionally, the recommended action supports the City's goal to provide a diverse range of housing options and services for the most vulnerable members of society.

Alternatives

The City Council's primary alternatives are as follows:

1. Do not vote to approve the draft Housing Element for submittal to HCD; or
2. Direct staff to return to the City Council with additional information or alternatives to modify the draft Housing Element.

Alternative 1 is not recommended because of the approaching deadline for state certification of the City's Housing Element. Additionally, having a certified Housing Element is a requirement of many HCD-funded grant programs. Alternative 2 is not recommended because doing so would delay the submittal of the draft Housing Element for HCD review and could impact the City's grant funding status.

Coordination and Review

This report was prepared by and coordinated with the Economic Development and Housing and Community Development Departments.

Budget/Cost Impact

There is no new net cost impact to the City resulting from the recommended Council action.

ATTACHMENTS

1. Draft Housing Element
2. Housing Element update Initial Study

2021 Housing Element 2029 Update - Draft



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ACRONYMS AND ABBREVIATIONS

ADA	Americans with Disabilities Act
ADUs	accessory dwelling units
AIDS	Acquired immunodeficiency syndrome
CDBG	Community Development Block Grant
CHRLA	Center for Human Rights and Law Advocacy
CIP	Capital Improvement Plan
City	City of West Sacramento
EIFD	Enhanced Infrastructure Financing District
GHG	greenhouse gas
GP 2035	General Plan 2035
HCD	Housing and Community Development Department
HE	Housing Element
HUD	US Department of Housing and Urban Development
JADUs	junior accessory units
P	policies
PFA	Public Finance Authority
PR	programs
PRC	Project Review Committee
Project Area	Redevelopment Project Area
RHNA	Regional Housing Needs Allocation
SACOG	Sacramento Area Council of Governments
VMT	vehicle miles travelled



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INTRODUCTION TO THE 2021 HOUSING ELEMENT

The 2021 Housing Element for the City of West Sacramento (City) reflects a new direction, based on the 2035 General Plan, to guide the City in meeting its housing needs for all socio-economic segments of the community. This Housing Element will cover the 6th cycle for planning period 2021 – 2029 and builds on the City’s achievements and successes since 2013 when the last Housing Element was adopted.

Consistent with the 2035 General Plan, this Housing Element focuses on the concept of “complete communities” that provide for the basic needs of all residents, including access to public and private services and jobs, a variety of mobility choices, and community design that supports active lifestyles and social interaction.

With this Housing Element the City will redouble its efforts to facilitate an appropriate range of housing types with affordable transportation options and access to jobs and services. As noted in the 2035 General Plan Vision and City’s Community Investment Action Plan, the City will pursue creative interventions, fiscally prudent risk taking, and innovative financing and other incentives to spur compact housing and mixed-use development along the West Sacramento Riverfront. The City will also facilitate context-sensitive infill opportunities for housing in existing neighborhoods and plan for a broad range of housing types in each of the City’s new growth areas.

This Housing Element is organized around key themes and initiatives, consistent with the 2035 General Plan, such as:

- Providing a full range of quality housing choices that provide a sense of local identity and pride.
- Offering a diversity of safe, affordable, convenient, and sustainable transportation options that contribute to a healthy community.
- Ensuring that housing on both sides of the Sacramento River are part of a strong, vibrant, healthy, transit-oriented, and sustainable metropolitan downtown core.
- Continuing to add significant employment opportunities accessible to West Sacramento residents through multiple transportation options.
- Continuing to grow the City’s downtown as an active, mixed-use commercial/residential core.
- Growing the City with pedestrian- and transit-friendly villages that provide a wide range of amenities for households of all income levels and backgrounds.
- Building new neighborhoods with their own identity and character, but that are connected to the city as a whole.
- Supporting the City’s public-nonprofit-private partnerships, which have produced affordable housing, and affordable-by-design housing, particularly in targeted reinvestment areas.

The 2021 Housing Element will reflect current conditions and trends, including the ongoing statewide housing affordability crisis, as well as new state regulations, funding programs, and guidance that have been adopted or updated related to housing. This includes, among other things:

- Require housing elements to demonstrate how cities and counties are Affirmatively Furthering Fair Housing;¹
- Encourage cities and counties to streamline and incentivize housing development;
- Provide additional funding to create and preserve affordable housing;
- Require cities to zone more appropriately for their share of regional housing needs and in certain circumstances require by-right development on identified sites; and
- Require greater documentation of suitability when non-vacant sites are used to meet housing needs, particularly for lower income housing.²

Among the City's initial steps to meet new state requirements are adoption of the *2035 General Plan (2016)* and significant changes to its zoning code to accelerate housing production, including affordable housing, to ensure the availability of adequate sites for housing for all income groups. The City has also improved infrastructure and public amenities, such as greater access to public transit, new and improved parks and open spaces, new pedestrian and bicycle facilities, and improved amenities for neighborhoods bordering the riverfront.

This Housing Element demonstrates how West Sacramento will meet new recommendations and requirements, while also continuing the momentum under the previous Housing Element and the 2035 General Plan.

¹ Source: U.S. Department of Housing and Urban Development at <https://www.huduser.gov/portal/sites/default/files/pdf/AFFH-Fact-Sheet.pdf>

² Source: California Department of Housing & Community Development <https://www.hcd.ca.gov/policy-research/housing-package/cahp-faq.shtml>

HOUSING GOALS, POLICIES, AND PROGRAMS

INTRODUCTION

This section of the Housing Element demonstrates the City of West Sacramento’s commitment to strive that every citizen, regardless of age, income level, socio-economic status, or special needs, has access to adequate and affordable housing. This section also contains the City’s goals, policies (P), and programs (PR) for housing and supportive services to provide direction on key housing issues in West Sacramento.

The State of California has adopted specific requirements for the content of housing elements, which are reflected in goals, policies, programs, and desired outcomes (objectives) of the Housing Element. The specific requirements of state law related to this section of the Housing Element are:

The California Government Code (Section 65583[b][1]) requires the Housing Element (HE) to contain “a statement of goals, quantified objectives, and policies relative to the maintenance, preservation, improvement, and development of housing.”

The City’s strategy for achieving overall community affordability and adequate housing is based in policies, implementing programs, and objectives (quantified when possible) organized around the following goals:

- Adequate land for a balanced range of housing.
- Maintenance, improvement, and rehabilitation of housing.
- Climate Change, energy conservation, sustainability, and a balance of employment and housing.
- Adequate services for residential development.
- Affirmatively Furthering Fair Housing.

These goals and policies are provided to guide day-to-day decisions regarding housing in the City. Implementation programs follow the goals and policies and provide actions that the City will take after the Housing Element has been adopted to make progress toward its stated housing goals. A summary table with responsible agencies, timelines, and potential funding sources to support the implementation programs has also been included.

Embodied in the updated Housing Element is inclusion of environmental justice considerations that align the Housing Element with other updates to the 2035 General Plan. Environmental justice is defined by the Environmental Protection Agency as the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income, with respect to the development, implementation, and enforcement of laws, regulations, and policies.

GOALS AND POLICIES

GOAL HE-1: ADEQUATE LAND FOR A BALANCED RANGE OF HOUSING (ENCOMPASSES GOVERNMENT CODE SECTIONS 65583(C)(1), (2), & (3))

To designate adequate land for the production of a balanced range of housing types and densities that meet the needs of all economic segments and special housing needs of the community while emphasizing high quality development and encouraging homeownership when financially feasible.

- POLICY HE-P-1.1:** The City will continue to promote the development of a broad mix of housing types by adopting affordable housing goals and providing incentives to achieve those goals citywide.
- POLICY HE-P-1.2:** The City will maintain an adequate supply of residential land in appropriate land use designations and zoning categories to accommodate the City's regional housing allocation under the Sacramento Area Council of Governments (SACOG) Regional Housing Needs Plan.
- POLICY HE-P-1.3:** While promoting the provision of housing for all economic segments of the community, the City will seek to ensure high quality in all new residential development.
- POLICY HE-P-1.4:** The City will provide information to the public and developers on approved residential projects and vacant land supply.
- POLICY HE-P-1.5:** The City will pursue available state and federal funding assistance and utilize available financing techniques, as appropriate, to assist housing providers in developing housing affordable to very low-, low-, and moderate-income households.
- POLICY HE-P-1.6:** The City will allow the development of accessory dwelling units (ADUs) and junior accessory units (JADUs) and work with applicants to integrate such units into existing development patterns of neighborhood, consistent with state law provisions related to lot size, parking, and minimum/maximum ADU size requirements.
- POLICY HE-P-1.7:** The City will respond to opportunities to acquire surplus government lands and identify surplus properties owned by religious institutions and within the city for the development of affordable housing.
- POLICY HE-P-1.8:** Where affordable residential units are included within a housing development, such units will be interspersed within the development and will be visually compatible with, if not indistinguishable from, market-rate units.
- POLICY HE-P-1.9:** The City will grant density bonuses consistent with state law requirements (Section 65915).
- POLICY HE-P-1.10:** When affordable housing units are included in a project pursuant to the density bonus program or other federal, state, or local requirements, the City

will require a minimum period of affordability consistent with the requirements of the funding source(s).

POLICY HE-P-1.11: The City will, on a citywide basis, allow the installation of manufactured housing on permanent foundations in accordance with state law requirements (Section 65583[c][1] of the California Government Code) for factory-built housing and mobile homes.

POLICY HE-P-1.12: The City will continue to cooperate with the Yolo County Housing Authority in the administration of affordable housing programs.

POLICY HE-P-1.13: The City will promote homeownership through infill development in new housing constructed for moderate and median-income households.

POLICY HE-P-1.14: The City will continue to cooperate with nonprofit organizations, public agencies, and for-profit housing providers that seek to develop affordable housing in West Sacramento and achieve the City's Housing Element goals.

POLICY HE-P-1.15: The City will consider whether, on a case-by-case basis, deferral of fees and/or the provision of other incentives are appropriate in exchange for the provision of affordable housing.

POLICY HE-P-1.16: The City will implement integrated place-based and mobility strategies in planning for affordable housing to:

- Develop affordable housing that provides greater access to existing affordable housing in areas of opportunity.
- Connect lower-income residents to affordable housing in neighborhoods with proximity to high quality transit corridors³, bike/ped facilities, good jobs, parks and recreational opportunities, and necessary commercial goods and civic and commercial services, including healthy food and health care services, all of which provide greater access to opportunity.
- Reduce disparities in access by lower-income and disadvantaged residents to state, county, and other community assets and services, such as quality schools, employment, shopping, and transportation.

³ A transit corridor with fixed route bus service with service intervals no longer than 15 minutes during peak commute hours.

IMPLEMENTATION PROGRAMS

PROGRAM HE-PR-1.1: VACANT LAND INVENTORY TO ACCOMMODATE FUTURE HOUSING NEEDS

The City will continue to implement appropriate zoning⁴ to ensure adequate sites at various densities to allow for the construction of sufficient housing to meet its SACOG regional housing allocation for all income and special needs groups between 2021 and 2029. The City will continue to annually monitor and review the amount of land zoned for various residential uses, and other zones that permit residential uses, to maintain an adequate supply of sites for housing for all income levels. The annual review will determine if changes in zoning may be needed to meet the City's housing needs.

The City will include in its annual report on implementation of the Housing Element a review of housing production during the previous year. The City will adopt zoning changes, as needed, to accommodate its regional housing allocation.

The City will update its inventory of vacant, residentially zoned parcels and a list of approved residential projects, and will make this information available to the public, area real estate agents and firms, and developers. The City will update the inventory and list at least every two years and post this information on the City's website. The City will promote its land inventory through the City's website and via distribution to developers and nonprofit housing providers active in the Sacramento region.

Target Objective

Evaluate housing production by type and affordability in the city every two years. Analyze housing production against sites identified in the land inventory and suggest zoning changes as necessary to ensure the availability of sites to accommodate the City's projected housing need, particularly for lower-income, moderate-income, and special needs households.

Maintain an adequate supply of land to accommodate the City's regional housing allocation by income level from SACOG.

PROGRAM HE-PR-1.2: INCLUSIONARY HOUSING REQUIREMENTS FOR RESIDENTIAL DEVELOPMENT

To ensure the construction of affordable housing in new growth areas, the City established an Inclusionary Housing Ordinance (Chapter 15.40) to be applied outside the former Redevelopment Project Area (Project Area). Chapter 15.40 was intended to serve as an adjunct to Chapter 15.10, which established affordable housing production policies inside the Project Area. With the elimination of the Redevelopment Agency, Chapter 15.10 was repealed and Chapter 15.40 was implemented citywide. The City established an Enhanced Infrastructure Financing District (EIFD) containing 14 project areas to replace some financing and other functions of the former redevelopment agency. Program HE-PR-5 contains more details on the City's use of EIFDs. Chapter 15.40 is being implemented to make the ordinance more efficient, link regulatory incentives to affordable housing production, and provide greater benefit to lower-income households.

⁴ West Sacramento updated its Zoning Code in 2018 (codified in 2019), including review of zoning within specific plan and riverfront master planned areas, to ensure that adequate sites are available to accommodate its 2021 -2029 RHNA allocation for all income levels.

The amended Chapter 15.40 sets forth procedures and standards for compliance with affordable housing requirements, concepts that were also recommended in the City's Community Investment Action Plan:

1. For newly constructed ownership housing, the City will require that 10 percent of the units be affordable to low-income households.
2. For newly constructed rental housing, the City will require 5 percent of the units to be affordable to very low-income households and 5 percent to low-income households.

Alternatives

To provide flexibility with the City's Inclusionary Housing Ordinance, the amended Chapter 15.40 includes the following alternatives to be considered and negotiated on a project-by-project basis in exchange for providing the affordable housing units:

1. Housing Trust Fund Program – This allows the developer to satisfy all or part of the inclusionary housing requirement by participating in the Housing Trust Fund Program. The Housing Trust Fund permits developers to make a payment to the City equivalent to the amount determined by the City to be necessary to provide gap financing to an affordable housing developer to produce the number of affordable units that would otherwise be required under the ordinance.
2. Other Alternatives – This allows the developer to satisfy all or part of the inclusionary housing requirement through another method proposed by the developer if the proposed alternative meets the general standards for approval outlined in Section 15.40.070(c). Possible alternatives include:
 - a. Acquisition, rehabilitation, and conversion of existing market-rate units to inclusionary units.
 - b. Construction of inclusionary units at an off-site location.
 - c. Acquisition and preservation of at-risk affordable rental units.

Target Objective

Make the Inclusionary Housing Ordinance (Chapter 15.40) more efficient and provide greater benefit to households at the lower end of the income spectrum. Enforce Inclusionary Housing Ordinance requirements as specified below:

For newly constructed rental units:

- 5 percent affordable each to very low- and low-income households.

For newly constructed ownership units:

- 10 percent affordable to low-income households.

Allow developers to satisfy all or a part of the inclusionary housing requirement through an alternative method if the City determines the alternative will achieve goals set forth in the Housing Element.

PROGRAM HE-PR-1.3: DENSITY BONUS

The City will continue to implement Chapter 17.23 of the West Sacramento Municipal Code (Zoning), the affordable housing density bonus ordinance, and offer one or more other incentives to encourage the construction of housing affordable for lower- and moderate-income households. On September 4, 2013, the

City completed a revision to Chapter 17.23 to conform to Government Code Section 65915. The City will monitor density bonus housing units for compliance with the period of affordability specified in Chapter 17.23.

Other incentives the City will consider, or in the case of state requirements implemented, in conjunction with density bonuses for low-income housing include (as described in Chapter 17.23), but are not limited to:

- Zoning and development regulatory incentives.
- Financial incentives.
- Modification of development standards.
- No maximum controls on density if a housing development is located within one-half mile of a major transit stop, as defined in subdivision (b) of Section 21155 of the California Public Resources Code.
- Maximum parking ratio, including handicapped and guest parking, of 0.5 spaces per bedroom.
- Per government code section 65915.7(c), approval of commercial development when the developer has entered into an agreement for partnered housing to contribute affordable housing through a joint project or two separate projects encompassing affordable housing.

The City promotes its density bonus program through information available at the Community Development Department public counter, the City's website, and the Project Review Committee (PRC). A PRC meeting may be scheduled once an applicant has a preliminary site plan. The density bonus may also be discussed at any time during the tentative map or other review process.

The City's objective for density bonuses is modest given that the City updated its Zoning Code, effective March 2019, and included significant increases in permitted minimum and maximum residential densities for its medium, high density, and mixed-use zoning categories. These medium, high density, and mixed-use zones include approximately 2,025 acres of land within the City. The City will also examine the feasibility of more directly facilitating infill and compact housing development in its Transit Priority Areas as a strategy to incentivize more housing development that also supports transit use.

PROGRAM HE-PR-1.4: COMMUNITY INVESTMENT PROGRAM

The City will continue to implement a community investment fund strategy that leverages Measure G funds, EIFD funds, and grant funds for infrastructure improvements that provide for growth of the tax increment base and that support new infill, high-density, transit-oriented housing developments in mixed-use riverfront areas. The City will also examine the feasibility of more directly facilitating infill and compact housing development in its transit priority areas as a strategy to incentivize more housing development that also supports transit use.

Target Objective

Maintain and implement a community investment fund strategy that catalyzes the growth of the property tax base and permits population growth and housing production to occur in mixed-use, low vehicle miles travelled (VMT), multi-modal communities in the City's urban infill areas.

PROGRAM HE-PR-1.5: ACCESSORY DWELLING UNITS

The City will continue to implement Chapter 17.30.040 of the West Sacramento Municipal Code (Zoning) to allow accessory dwelling units by right in single-family residential zones. The City will promote its accessory dwelling unit standards by including information on the City's website and information available at the City's permit counter.

The City will implement California state laws SB 13 and AB 68 (October 2019) regarding ADUs and ensure that West Sacramento Ordinance 20-4 (regarding ADUs) complies with state laws. Any updates needed to the Ordinance will be completed as soon as practical following HCD certification of compliance with state law and adoption of the 2021 – 2029 Housing Element.

Target Objective

Update the City's accessory dwelling unit ordinance, as necessary, to ensure full compliance with SB 13 and AB 68.

Approve up to 5 accessory dwelling units per year on average during the planning period.

PROGRAM HE-PR-1.6: PURSUE STATE AND FEDERAL FUNDING

The City will apply for available and appropriate federal and state funding to support efforts to meet housing needs (through new construction, rehabilitation, and/or preservation) of extremely low, very low-, low-, and moderate-income households. The City will continue to collaborate with nonprofit organizations and agencies, such as the West Sacramento Housing Development Corporation and the Yolo County Housing Authority, to increase the supply of affordable, accessible housing in West Sacramento.

Potential funding sources for this program will include the Community Development Block Grant (CDBG) and HOME programs (federal funds administered by the State of California for non-entitlement cities and counties), the Multifamily Housing Program, California Housing Finance Agency programs (such as HELP), tax-exempt bond financing, low-income housing tax credits, the Federal Home Loan Bank Affordable Housing Program, SACOG Regional Funding Program, and various other programs for special needs groups. The timing and availability of funding depends on the specific program.

The City will also work with, and encourage, local financial institutions to help meet the credit needs of communities in which they do business, including low- and moderate-income neighborhoods, through the federal Community Reinvestment Act.

Target Objective

Pursue state and federal funding to assist with the City's new construction objectives of 2,287 very low-income units, 1,378 low-income units, and 1,722 moderate-income units.

PROGRAM HE-PR-1.7: MANUFACTURED HOMES

The City will continue to implement Chapter 17.30.130 of the West Sacramento Municipal Code (Zoning) in all residential zoning districts to provide for the development of manufactured homes with permanent foundations on individual lots and subdivisions and in manufactured home parks. The City will provide information at its permit counter and on its website on policies and regulations for the placement of manufactured housing on permanent foundations.

Target Objective

Continue to allow construction of new mobile home park and manufactured home subdivisions.

PROGRAM HE-PR-1.8: HOMEBUYER ASSISTANCE

The City will cooperate with the Yolo County Association of Realtors, local financial institutions, nonprofit organizations, and residential developers in implementing homebuyer assistance programs for low- and moderate-income households. The City will annually evaluate and select program options and funding sources that have the greatest likelihood of providing funding for homebuyer assistance and addressing local homebuyer assistance needs. The City will also annually evaluate which of the potential program partners have the greatest capacity to collaborate with West Sacramento to achieve the City's Housing Element objectives and will enter into appropriate partnership agreements with those entities as needed.

Target Objective

Assist up to 20 lower-income homebuyers during the planning period.

PROGRAM HE-PR-1.9: COOPERATION WITH AFFORDABLE HOUSING PROVIDERS

The City will continue to cooperate with affordable housing providers, such as the West Sacramento Development Corporation, Mercy Housing California, and Jamboree Housing and provide regulatory and financial incentives as described in Programs 1.2 and 1.3 to develop, acquire, rehabilitate, and/or manage housing affordable to extremely low-, very low, low-, or moderate-income households.

Target Objective

Continue to work with affordable housing developers to achieve, or exceed, the City's target objective.

PROGRAM HE-PR-1.10: ANNUAL REPORT ON HOUSING ELEMENT IMPLEMENTATION

The City will prepare an annual report to the City Council (as required by Government Code Section 65400) on achievements in implementing housing programs and meeting the objectives of the City's Housing Element. The report will include activities of all City departments responsible for implementing programs contained in the Housing Element.

Target Objective

Annually submit Housing Element progress reports to the City Council for review and then to the California Housing and Community Development Department (HCD).

PROGRAM HE-PR-1.11: ADDRESS HOUSING CONSTRAINTS

Biannually evaluate the City's zoning code to identify and address any constraints to the development of housing, particularly affordable housing, that derive from application of the City's zoning code.

Target Objective

Biannually review the zoning code to conform to current state law requirements and identify and address constraints on the development of housing affordable to all income levels.

PROGRAM HE-PR-1.12: GENERAL PLAN UPDATE

The City completed an update of the General Plan in 2016, but may need to adopt further, minor, updates to ensure internal consistency of the 2021-2029 Housing Element with other elements of the General Plan. The City will ensure that available sites are developed at increased densities to allow for the development of housing units to accommodate the City's Regional Housing Needs Allocation (RHNA) for the 2021-2029 planning period.

Target Objective

Ensure that available sites are developed at densities greater than the minimum densities that allow for an adequate number of housing units to be developed to meet SACOG's regional housing allocation for West Sacramento.

PROGRAM HE-PR-1.13: CONTINUE TO IMPLEMENT URBAN DESIGN STANDARDS FOR WATERFRONT SPECIFIC PLAN AREAS

Continue to implement Urban Design Standards for the Washington and Bridge District Specific Plans and Grand Gateway Master Plan areas to facilitate higher-density infill development. Biannually review and revise standards, if necessary, to ensure achievement of higher-density infill development.

Target Objective

Implement design standards in the Bridge District Specific Plan to encourage high-density infill development and update the Washington Specific Plan to reflect current practices.

GOAL HE-2: MAINTENANCE, IMPROVEMENT, PRESERVATION, AND REHABILITATION OF HOUSING (GOVERNMENT CODE SECTION 65582(C)(4) & (6)(D))

TO ENCOURAGE MAINTENANCE, IMPROVEMENT, AND REHABILITATION OF THE CITY'S EXISTING HOUSING STOCK AND RESIDENTIAL NEIGHBORHOODS

POLICY HE-P-2.1: The City will encourage private reinvestment in older residential neighborhoods and private rehabilitation of housing.

POLICY HE-P-2.2: The City will pursue state and federal funding appropriate for West Sacramento's needs to rehabilitate housing.

POLICY HE-P-2.3: The City will support revitalization of older neighborhoods through repair and maintenance of public infrastructure as funding is available and work with utility providers (including cable and other broadband providers) to ensure adequate services to these neighborhoods.

POLICY HE-P-2.4: The City will work with the California Department of Housing and Community Development to support the continued maintenance and

management of existing mobile home and manufactured home parks, where feasible and desirable.

- POLICY HE-P-2.5:** The City will work with property owners to abate unsafe property conditions and provide financial assistance, where feasible, to lower-income households.
- POLICY HE-P-2.6:** The City will promote the preservation of architecturally and historically significant structures, particularly in designated historic areas of the city.
- POLICY HE-P-2.7:** The City will work with interested individuals, nonprofit housing corporations, and for-profit developers to acquire rental housing projects in need of rehabilitation and transfer ownership, when necessary, to maintain the affordability of the units to low-income households.
- POLICY HE-P-2.8:** The City will provide incentives, such as financial assistance and fee reductions, to be determined on a case-by-case basis for the private rehabilitation of substandard housing.

IMPLEMENTATION PROGRAMS

PROGRAM HE-PR-2.1.1: HOUSING REHABILITATION (SINGLE-FAMILY)

The City will continue to provide housing rehabilitation assistance to very low- and low-income homeowners. Participation by rental property owners will require compliance with a rent limitation agreement. The City will continue to implement, annually review, and revise, as needed, program guidelines for housing rehabilitation assistance.

Target Objective

Assist in rehabilitating up to 20 housing units during the planning period with funding provided by all applicable programs.

PROGRAM HE-PR-2.1.2: HOUSING REHABILITATION (MULTI-FAMILY) AND ENERGY EFFICIENCY

The City will continue to provide housing rehabilitation assistance to very low- and low-income rental property owners with very low- or low-income tenants. Participation by rental property owners will require compliance with a rent limitation agreement. Among the areas of focus on housing rehabilitation assistance will be increased energy efficiency and greenhouse gas (GHG) reduction through use of solar panels and conversion of homes to all electric energy from sustainable sources. The City will continue to implement, annually review, and revise, as needed, program guidelines for housing rehabilitation assistance.

Target Objective

Assist in rehabilitating housing units with funding provided by all applicable programs (up to 100 multi-family units during the planning period).

PROGRAM HE-PR-2.2: PRESERVATION OF AFFORDABLE RENTAL HOUSING

Through the following actions, the City will continue efforts to mitigate the potential loss of very low- and low-income housing units that occurs through conversion of subsidized rental housing projects to market-rate housing:

1. At least one year prior to the conversion date, the owner will be required to provide written notification to residents of the expected date of loan prepayment or payoff, at which time the owner will no longer be restricted in the level of rent that can be charged. The notice will also contain an estimate of rent increases at the time rental restrictions no longer apply. Residents moving into a housing development during this one-year period must also be notified in writing of the pending conversion prior to signing a rental agreement.
2. Property owners will provide relocation assistance to those low-income households who are unable to afford rent increases.
3. If an affordable housing project indicates it is opting out of its affordability restrictions, the City will ensure that affected residents receive notification of the owner's intent and will provide nonfinancial assistance with relocation.
4. The City will solicit interested nonprofit housing corporations to acquire and maintain such projects as low-income housing. The City will assist an interested nonprofit housing corporation in applying for state or federal assistance for acquisition.

Target Objective

Continue to maintain the affordability of subsidized rental housing in the city (see also Program HE-PR-2.3).

PROGRAM HE-PR-2.3: PRESERVATION OF MANUFACTURED HOME PARKS

Manufactured homes located in manufactured home parks represent a vital component of West Sacramento's affordable housing stock. Accordingly, the City will endeavor to maintain and upgrade this housing stock by promoting well-managed and well-maintained parks and homes that provide decent, safe, and sanitary housing for residents in accordance with California Health and Safety Code standards.

The City will continue to implement the Mobile Home Park Strategy with the following six program components:

- Continue to oversee a set of local operating guidelines for manufactured home parks and offer incentives for park owners to participate in the program.
- Continue to implement a program for owners to offer long-term leases with modest rent increases over time.
- Required minimum 90-day advanced notice to the City of West Sacramento of a proposed rent increase per Municipal Code section 15.07.030, and 90 days minimum advanced notice to a manufactured homeowner per article 3.5, section 798.30, of California's residency law.
- Codify a local manufactured home park closure ordinance that clarifies the closure process and provides reasonable protection for residents in accordance with state law.

- Support the concept of resident or nonprofit park ownership and seek state and federal funding to facilitate the sale and transition to resident or nonprofit ownership.
- Increase the number of affordable units in the city targeted to extremely low-income households.
- Provide occupancy preference for those units to qualified manufactured home residents.
- Continue to apply for infrastructure improvement funds (see Program HE-PR-1.6) to assist in the preservation of manufactured home parks.

The City adopted chapter 15.06 of the Municipal Code (Mobilehome Park Change of Use) to ensure that:

- Any proposed change of use of an existing mobile home park, or a portion thereof, to any other use is preceded by adequate notice to the City and residents.
- Social and fiscal impacts of the proposed change of use are adequately defined prior to consideration of a proposed change of use.
- Relocation and other assistance is provided to identified park residents, consistent with the provisions of the ordinance codified in this chapter, California Government Code Sections 65863.7 and 66427.4, and relevant portions of the California Civil Code.

In addition, all mobile homeowners and residents within an applicant’s manufactured home park must provide six months’ advance notice of intent to change the use of the park, or a portion thereof, and relocate all manufactured homes after all city approvals. The consideration of a change of use permit shall require a noticed public hearing in the manner set forth in California Government Code Section 65905.

Target Objective

Assist all mobile home parks through this strategy.

GOAL HE-3: COMMUNITY HEALTH, ENERGY CONSERVATION & SUSTAINABILITY

TO SUPPORT THE CITY’S HEALTHY COMMUNITIES PROGRAM OBJECTIVES, INCREASE RESILIENCE TO CLIMATE CHANGE, AND PROMOTE SUSTAINABILITY IN NEW AND EXISTING NEIGHBORHOODS

POLICY HE-3.1: The City will continue to encourage and provide incentives for: (1) Energy conservation features in residential construction that comply with, or exceed, state building standards; and (2) Design of new residential development using the latest energy efficiency technology.

POLICY HE-3.2: The City will promote energy conservation and weatherization in existing homes and provide financial assistance to extremely low-, very low-, and low-income households to improve energy efficiency as part of housing rehabilitation efforts.

POLICY HE-3.3: The City will continue to provide trash, recycling, and organics services to residents and trash and recycling to businesses.

- POLICY HE-3.4:** City will continue to implement its comprehensive Municipal Urban Forestry Program, to the extent funding is available, to: (1) Expand green infrastructure so that all neighborhoods, including historically marginalized communities and tree-deficient neighborhoods, have access to green space within a ¼ mile by 2030; (2) Achieve a baseline canopy of 25% by 2030 and 35% by 2045; and (3) Increase the tree canopy from 13.9% of land cover in 2004 to 19.1%. The program has become a regional model through regional funding from SACOG and the state urban greening grant program.
- POLICY HE-3.5** The City will continue to plan for affordable housing options integrated with public transit, employment, and services to reduce greenhouse gas emissions, encourage active living, and create a healthy environment.
- POLICY HE-3.6** The City will encourage new mixed-use developments with neighborhood retail and services in existing and developing neighborhoods to reduce travel-related greenhouse gas emissions and increase economic sustainability.
- POLICY HE-3.7** The City will continue to pursue and seek partnerships with other public agencies to increase clean energy use and viability.

IMPLEMENTATION PROGRAMS

PROGRAM HE-PR-3.1: ENERGY CONSERVATION AND CLEAN ENERGY USE

The City will continue to post and distribute information to residents and property owners in West Sacramento on currently available weatherization and energy conservation programs. The City will distribute information through the City’s newsletter, annual mailings in City utility billings, and distribution of program information to community organizations, at municipal offices, and by posting information on the City’s website.

The City will continue to enforce state requirements, including Title 24 of the California Code of Regulations, for energy conservation in new residential projects and will encourage residential developers to employ additional energy conservation measures for the siting of buildings, landscaping, and solar access through development standards contained in the West Sacramento zoning ordinance.

The City will also work to implement the Mayors’ Commission on Climate Change Final Report to achieve carbon neutrality by 2045. Among the strategies are:

- Establish a comprehensive electrification and energy-efficiency program to reduce the energy burden of low-income residences and small business owners.
- Promote utility energy efficiency programs to reduce energy costs for families and businesses and partner with groups, such as Grid Alternatives, to install solar energy in marginalized communities and increase recovery capacity.

These and other strategies in the Mayors’ Commission Final Report are intended to further City goals for energy efficiency, support implementation of the City’s Climate Action Plan, advance social equity, and reduce the housing cost burden on lower-income and special needs households.

Target Objective

Increase energy efficiency/lower energy and construction cost burdens on housing for lower-income and special needs households and increase public awareness and information on energy conservation opportunities and assistance programs for new and existing residential units that comply with state energy conservation requirements.

See Program HE-PR-1.6: The City shall pursue state and federal funding to implement the actions described in this chapter.

See Program HE-PR-1.10: Annual Report on Housing Element Implementation for the City's annual reporting on program achievements.

PROGRAM HE-PR-3.2: COMMUNITY RESILIENCE AND SUSTAINABILITY

The Housing Element will support City efforts to increase community resilience and sustainability consistent with the implementation of the City's Climate Action Plan.

The City will continue to encourage residential and mixed-use master planned communities that support multi-modal travel, mixed-use development, green infrastructure, urban forests, and green open spaces in proximity to employment and services to create a reasonable citywide balance between new employment generating and housing development.

The City will also continue to support infill development in existing neighborhoods through investments in infrastructure and updated zoning standards and design guidelines that incentivizes higher density housing and mixed-use development consistent with the existing community character.

The City will continue to implement standards to increase energy conservation in new developments through improved building standards, assistance in implementing energy efficiency features in affordable housing projects, and efficient outdoor lighting.

Target Objective

Continue to increase energy conservation, implement "smart growth" in new residential development, and increase energy conservation and greenhouse gas reductions in existing housing through ongoing City programs, ongoing implementation of state energy efficiency/green building codes, and the City's residential development standards.

GOAL HE-4: BALANCE OF EMPLOYMENT AND HOUSING

TO SEEK A BALANCE OF EMPLOYMENT AND HOUSING IN PROXIMITY TO ONE ANOTHER AND OPPORTUNITIES FOR RESIDENTS TO FIND AFFORDABLE HOUSING NEAR, AND ACCESSIBLE TO, THEIR PLACES OF EMPLOYMENT

POLICY HE-P-4.1: Higher-density housing shall be located in proximity to, and be accessible to, commercial and civic services, public transit routes, employment centers, and nonautomotive routes (e.g., pedestrian, bicycle).

POLICY HE-P-4.2: The City shall promote mixed-use and/or higher-density residential/commercial development along West Capitol Avenue

Sacramento Avenue, on properties in the Waterfront Zone, and in other appropriate commercial and mixed-use zones.

POLICY HE-P-4.3: Continue to implement economic development strategies to grow West Sacramento’s regional science, technology, and food industries global hub and related research to provide more jobs close to housing in the City.

POLICY HE-P-43: Continue to work with the West Sacramento Chamber of Commerce to recruit businesses and market the Opportunity Zone program, which provides preferential tax treatment for capital gains investments in economically distressed areas.

IMPLEMENTATION PROGRAMS

PROGRAM HE-PR-4.1: MIXED-USE DEVELOPMENT AND JOBS/HOUSING BALANCE

The City will continue to promote mixed-use residential/commercial development in the Bridge District, along West Capitol and Sacramento Avenues, in the Waterfront Zone, and in appropriate commercial zones through a combination of:

- The West Sacramento Community Investment Fund Strategy, which identifies the City’s objectives for funding infrastructure, obtaining grant funds, and implementation of other programs in mixed-use, multi-modal, infill areas along the riverfront.
- The City’s 2035 General Plan Policy Document includes policies related to West Capitol Avenue and the City’s Downtown Development Strategy. The policies most relevant to Program HE-PR-4.1 are summarized below:
- **LU-5.23 Development Quality:** Enhance overall quality of development along West Capitol and Sacramento Avenues through infill, private reuse, and public redevelopment.
- **LU-5.24 Mixed-use Corridors:** Facilitate transformation of West Capitol and Sacramento Avenues with a broader mix of uses that provides opportunities for medium- and higher-density housing and citywide demand for retail and services.
- **LU-5.27 West Capitol Avenue Revitalization:** Encourage revitalization of West Capitol Avenue from Harbor Boulevard to the Central Business District as a mixed-use, residential, and transit-oriented Boulevard.
- **ED-2.6 Downtown District:** Strengthen West Sacramento’s Downtown/Civic Center along West Capitol Avenue as the center for government, civic engagement, and education; transition underutilized properties to mixed-use developments with housing, retail, and office uses.
- Continued public investment in the West Capitol Avenue district, such as extending streetscape improvements west of Jefferson Boulevard and infrastructure improvements.
- Incentives (see Program HE-PR-1.3) for projects that include a specified number of housing units affordable to very low- or low-income households.

- Regulatory incentives for market-rate housing, such as flexible planned development standards.
- Implementation of code enforcement for abatement of blighting conditions.
- Updated and new mixed-use zoning regulations.

Target Objective

Support the construction of housing units in one or more mixed-use projects between 2021 and 2029. Continue to recruit businesses and support growth of employment centers with access to transit and proximity to housing.

See Program HE-PR-1.6: The City will pursue state and federal funding to implement the actions described in this chapter. See Program HE-PR-1.11: Annual Report on Housing Element Implementation for the City’s annual reporting on program achievements.

**GOAL HE-5: ADEQUATE SERVICES FOR RESIDENTIAL DEVELOPMENT
TO ENSURE THE PROVISION OF ADEQUATE SERVICES TO SUPPORT EXISTING
AND FUTURE RESIDENTIAL DEVELOPMENT**

- POLICY HE-5.1:** The City will work with the Washington Unified School District to address the availability of adequate school facilities to meet the needs of projected households in West Sacramento.
- POLICY HE-5.2:** The City will apply for state and federal funds, when available and feasible, for the upgrading of streets, sidewalks, and other public improvements.
- POLICY HE-5.3:** The City will ensure that residential developments pay their proportional share of the cost of public facilities and services needed by those developments.
- POLICY HE-5.4:** The City will ensure that public facilities and services (e.g., water, sewer, and emergency services) are available prior to occupancy of residential projects.
- POLICY HE-5.5:** The City will promote infill residential and mixed-use development where adequate public facilities and services are already in place or proposed as part of the development.
- POLICY HE-5.6:** The City will consider alternative standards for infrastructure that would reduce the cost of developing affordable housing projects while meeting City health, safety, and aesthetic goals.

IMPLEMENTATION PROGRAMS

PROGRAM HE-PR-5.1: LOCAL, STATE, AND FEDERAL INFRASTRUCTURE FUNDING

The City will use a combination of federal, state, and local funding, as appropriate, to subsidize on- and off-site infrastructure improvements directly or specifically benefiting housing projects containing units affordable to extremely low-, very low-, low-, or moderate-income households.

In June 2017, the West Sacramento City Council adopted an Enhanced Infrastructure Financing District (EIFD) Plan (the Plan) for Enhanced Infrastructure Financing District No. 1 (EIFD No. 1). That same month, the Public Finance Authority (PFA) for EIFD No. 1 adopted Resolution 17-2 and Ordinance 17-2 forming the first EIFD in the State of California.

EIFD No.1 consists of fourteen (14) subareas, encompassing approximately 4,144 acres, or 25% of the entire City of West Sacramento. The subareas contain a diverse set of land uses from areas planned for riverfront mixed use development to mostly built-out industrial and retail districts.

Projects funded from EIFD No. 1 will be consistent with the City's adopted General Plan 2035 (GP 2035), which provides a vision for how the City will grow and change in the future. The expenditure of EIFD No. 1 revenues would provide community-wide benefits by funding implementation actions consistent with the principles outlined in the Plan, including land use, urban structure and design, housing, economic development, mobility, public facilities and services, parks and recreation, natural and cultural resources, safety, and a healthy community. To implement the GP 2035, it is anticipated that EIFD No. 1 expenditures will be used on projects that have community-wide benefit in implementation of:

- Master Plans
- Specific Plans
- Capital projects (including the City's 5-year Capital Improvement Plan budgets)
- Development Agreements
- Development projects

Target Objective

- Assist with the infrastructure investment gap by allocating tax increment to provide a stable source of financing for the City's Capital Improvement Plan (CIP), to strategic infrastructure projects, and to other eligible EIFD uses.
- Provide a stable source of revenue for capital investment.
- Leverage private investment.
- Support land assembly and environmental cleanup.
- Leverage outside funds, such as federal/state grants.
- Use leveraged funding sources in conjunction with other financing district revenues, such as the formation of Community Facility Districts and Benefit Assessment Districts.
- Support adaptive reuse and creative reuse of existing real estate assets.
- Support projects with a communitywide or regional benefit.

- Induce private investment where it would otherwise not occur through program funding and leveraging strategies contained in this Housing Element.

See Program HE-PR-1.6: The City will pursue state and federal funding to implement the actions described in this chapter.

PROGRAM HE-PR-5.2: WATER AND SEWER PRIORITY

In compliance with State law (Government Code Section 65589.7), the City will establish written policies and procedures that grant priority for water and sewer to proposed development that includes housing affordable to lower-income households.

Target Objective

Establish written policies and procedures to prioritize water and sewer for lower-income housing.

GOAL HE-6: AFFIRMATIVELY FURTHERING FAIR HOUSING (GOVERNMENT CODE SECTION (65583(C)(C)(5) & (10)

TO AFFIRMATIVELY FURTHER FAIR HOUSING BY SECURING SAFE, SANITARY, AND AFFORDABLE HOUSING FOR ALL MEMBERS OF THE COMMUNITY REGARDLESS OF RACE, SEX, OR OTHER ARBITRARY FACTORS.

POLICY HE-6.1: Affirmatively further fair housing opportunities throughout the City for all persons by addressing significant disparities in housing needs and access to opportunity for all groups protected by state and federal law, especially population groups protected by the California Fair Employment and Housing Act (Part 2.8, commencing with Section 12900 of Division 3 of Title 2), Section 65008, and any other state and federal fair housing and planning law.

POLICY HE-6.2: The City will seek to meet the special housing needs of individuals with disabilities and developmental disabilities, extremely low, very low, and low incomes, large and multigenerational families, senior citizens, farmworkers and their families, female-headed households with children, and others with special needs.

POLICY HE-6.3: The City will consider regulations that govern the conversion of apartments and mobile home parks to condominiums if needed in the future to address a shortage of affordable rental housing.

POLICY HE-6.4: The City will continue to work with surrounding jurisdictions to address the needs of the homeless on a regional basis.

POLICY HE-6.5: The City will cooperate with community-based organizations that provide services or information about services to the homeless.

IMPLEMENTATION PROGRAMS

PROGRAM HE-PR-6.1: YOLO COUNTY HOMELESS SERVICES COORDINATION PROGRAM

The City will continue to participate in the Yolo County Homeless Coordination Project. This participation will include an annual funding contribution to be shared with Yolo County and the cities of Davis, Woodland, and Winters. As part of this program, shelter beds will be targeted for homeless West Sacramento residents, and the City will continue cooperative efforts to develop additional homeless services and facilities capacity dispersed throughout the county as needed to address homeless needs.

The City prefers to use resource centers (one place where an individual can access food, clothing, laundry, bathing, and telephone services as well as provide a mailing address) as part of its continuing role in assisting the homeless. First priority for use will be given to city residents who are temporarily homeless.

The City recently embarked on a homeless study to identify what services and/or facilities are needed to address current and future homeless issues. It is the City's intent to develop an action plan after evaluation of the study results and prioritize diversion of homeless to interim, and ultimately, permanent housing options, to the extent feasible.

Many service providers who assist individuals and families have located in West Sacramento. Examples include group homes for seniors, group homes for non-senior adults, transitional housing units, and various other nonprofit organizations, such as the Yolo Community Care Continuum, that operate group homes and lease apartments throughout West Sacramento. The City will continue to support existing facilities and programs (including financial support when appropriate and necessary), permit homeless facilities and service providers in at least one nonresidential zone without discretionary review in the City's zoning code, and financially contribute to regional solutions to homelessness.

Target Objective

Maintain support of services and facilities to assist West Sacramento homeless residents.

PROGRAM HE-PR-6.2: SECTION 8 RENTAL ASSISTANCE

The City will continue to cooperate with the Yolo County Housing Authority in its administration of the Section 8 rental assistance program by notifying rental property owners who have been assisted with public funds that they cannot refuse to accept Section 8 vouchers for rental of the assisted units.

Target Objective

Inform rental property owners who have been assisted with public funds of their obligations regarding the Section 8 voucher program and ensuring rental units are available to Section 8 voucher holders.

PROGRAM HE-PR-6.3: AFFIRMATIVELY FURTHERING FAIR HOUSING

The City will continue to promote housing opportunities for all persons regardless of race, religion, sex, marital status, ancestry, national origin, color, disability, familial status, source of income, or sexual orientation by continuing to contract for fair housing services, currently provided by Project Sentinel. To support compliance with fair housing requirements, the City will:

- Replace segregated living patterns with integrated and balanced living patterns.
- Take meaningful actions that will promote fair housing opportunities for low-and moderate-income tenants and tenants of affordable housing, including subsidized housing.
- Continue to maintain compliance with civil rights and fair housing laws.
- Refer fair housing questions, information requests, and complaints to the Human Rights and Fair Housing Commission and/or Project Sentinel.
- Continue to reduce racially and ethnically concentrated areas of poverty into areas of opportunity without displacement through its planning, zoning, and economic development efforts and partnerships with other public agencies and community-based nonprofit organizations.
- Contribute to and attend an annual community event with participation by public agencies and private organizations representing housing, financing, and real estate industry interests. The purpose of the annual event will be to highlight fair housing requirements and responsibilities.
- Distribute fair housing information at City offices, other public agency locations in West Sacramento, on the City’s website, and (at least annually) in City mailings to residents and property owners.

Target Objective

Promote and ensure compliance with state and federal fair housing requirements; continue financial support of, and participation in, local joint power agreements to promote fair housing.

PROGRAM HE-PR-6.4: TRANSITIONAL HOUSING AND EMERGENCY SHELTERS

The City permits transitional housing with supportive services in residential, commercial/mixed use, and public/semi-public zones, subject only to those restrictions that apply to other residential uses of the same type in the same zone. Transitional housing refers to a supportive, yet temporary type of accommodation that is meant to bridge the gap from homelessness to permanent housing. Transitional housing is regulated by section 17.30.100 of the West Sacramento Municipal Code, which establishes requirements for creation and operation of overnight emergency shelters and daytime service facilities for homeless individuals and families. Specific requirements include:

- Development standards, with minimum distance requirements between emergency shelters;
- Secure areas for personal property, standards for their development, location, management and operational requirements; more detailed operational requirements for staffing, safety provisions, parking, lighting, screening, and waiting areas apply to overnight shelters. The City also requires that all shelters provide a management plan.
- Emergency shelter facilities must comply with all other laws, rules, and regulations such as building and fire codes. Shelter facilities are subject to City inspections prior to the commencement of operation.

Target Objective

Continue to implement section 17.30.100 of the West Sacramento Municipal Code for the siting, development, and operation of emergency shelters, and daytime service facilities. Continue to allow

transitional and supportive housing as residential uses subject to the same zoning use and development standards as other residential uses.

PROGRAM HE-PR-6.5: ACCESSIBILITY FOR PERSONS WITH DISABILITIES

The City currently provides public information at its permit counter that summarizes policies, regulations, and permit processes for accommodations designed to meet the needs of persons with disabilities. The City will continue to implement state requirements (Sections 4450–4460 of the California Government Code and Title 24 of the California Code of Regulations) to include accessibility in housing and public facilities for persons with disabilities. The City will continue to:

- Encourage housing developers to include accessibility in their project designs over and above state requirements for individuals with physical, mobility, and sensory impairments.
- Review regulations and procedures for City-funded or operated housing programs to ensure that they do not exclude participation by persons with disabilities.
- Include accessibility considerations in the preparation of the City’s capital improvement plan and the allocation of funding for capital improvements in support of housing and residential neighborhoods.
- The City will continue to collaborate with nonprofit organizations and Yolo County to support housing rehabilitation programs that provide funding for repairs, reconstructs, and/or otherwise alter or adds habitable space to residential structures that increase accessibility for mobility and visually impaired occupants.

To further ensure the City is meeting Sections 4450–4460 of the California Government Code and Title 24 of the California Code of Regulations, the City has adopted Reasonable Accommodations procedures, codified as provisions in Chapter 17.42 of the City’s Municipal Code. This chapter establishes the procedure to request Reasonable Accommodations for persons with disabilities seeking equal access to housing in the application of the City’s zoning, land use, and development permit procedures and in compliance with state and federal fair housing laws.

The City may provide exceptions in zoning and land use for housing for persons with disabilities. This procedure is a ministerial process with minimal or no processing fee, subject to approval by the Community Development Director, by applying the following criteria:

1. The request for reasonable accommodation will be used by an individual with a disability or their representative protected under fair housing laws.
2. The requested accommodation is necessary to make housing accessible and suitable to an individual with a disability protected under fair housing laws.
3. The requested accommodation would not impose an undue financial or administrative burden on the City.
4. The requested accommodation would not require a fundamental alteration in the nature of the City’s land use and zoning program.

Target Objective

Continue to implement the City's reasonable accommodation ordinance (Chapter 17.42) to increase accessibility in housing for persons with disabilities through facilitation of development, maintenance, and improvement of new and existing housing.

Continue to update the Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan as the City addresses barriers in the public right of way, including curb ramps, pedestrian signals, sidewalks, City buildings, parks, and all other relevant facilities and programs. This document will receive continual updates to promote full participation, self-sufficiency, and equal opportunity within City facilities and the public right-of-way.

PROGRAM HE-PR-6.6: SPECIAL HOUSING NEEDS

In implementing affordable housing programs, the City will work with housing providers to ensure that special housing needs are addressed for seniors, large and multigenerational families, female-headed households, single-parent households with children, persons with disabilities and developmental disabilities, homeless individuals and families, farmworker families, and other disadvantaged persons or families with special housing needs. The City will seek to meet these special housing needs through a combination of regulatory incentives, zoning standards, new housing construction programs, housing rehabilitation, homebuyer assistance programs, and supportive services programs. In addition, the City may seek funding under the federal Housing Opportunities for Persons with AIDS, California Child Care Facilities Finance Program, and other state and federal programs designated specifically for special needs groups such as seniors, persons with disabilities, and persons at risk for homelessness.

Target Objective

Collaborate with affordable housing developers and secure funding, if feasible, to assist with the development of special needs housing projects.

See Program HE-PR-1.6: The City will pursue state and federal funding to implement the actions described in this chapter.

PROGRAM HE-PR-6.7: CONDOMINIUM CONVERSION ORDINANCE

The City will continue to implement Chapter 16.64 (condominium conversions). Article III of the ordinance provides tenant and buyer protections. The City will ensure that the conversion will not cause qualified residents to be displaced and has adopted regulations that govern the conversion of apartments and mobile home parks to condominiums if needed in the future to address a shortage of affordable rental housing.

Provision of Article III include:

- Required notice to existing and prospective tenants of the owner's conversion intent.
- Tenant protections through duration of tenancy.
- Exclusive purchase rights by tenants.
- Prohibition on unjust evictions.
- Relocation assistance for comparable housing.
- Tenant protection incentives such as shared equity between tenant and owner/developer, conversion cost write-downs, and use of mortgage bonds to allow low-income households to purchase a unit.

- Required notification of non-discrimination requirements in the sale or in the terms and conditions of sale of any dwelling unit against any person who is or was a tenant of any such dwelling unit because such person opposed the conversion of such building into a condominium. (Yolo County code § 8-6.509).

Target Objective

Assist in the prevention of the loss of affordable housing units through conversion to condominiums.

PROGRAM HE-PR-6.8: EMPLOYEE HOUSING

Review the Zoning Code and adopt amendments as needed to ensure that permit processing procedures for farmworker housing do not conflict with Health and Safety Code Sections and 17021.5 and 17021.6. The City will also ensure that such procedures encourage and facilitate the development of housing for farmworkers.

Target Objective

Facilitate the development of farmworker housing. Amend the Zoning Code, if needed, to achieve compliance with State law.

PROGRAM TIMELINES AND POTENTIAL FUNDING

Table 1-1 Summary of Housing Programs				
Program	Implementation Time Frame	Responsible Agency	Potential Funding Sources	Target Objective
1.1 Vacant Land Inventory to Accommodate Future Housing Needs	Update land inventory as part of 2021 – 2029 Housing Element update.	Community Development, Economic Development & Housing	Community Development Enterprise Fund	Maintain an adequate supply of land to accommodate the City’s regional housing allocation of 9,471 by income level from SACOG.
1.2. Inclusionary Housing Requirements for Residential Development	Current program, 2021–2029.	Community Development, Economic Development & Housing	Housing Trust Fund	<p><u>Rental:</u> 5% affordable each to very low- and low- income.</p> <p><u>Ownership:</u> 10% affordable to low-income.</p> <p>Allow developer to satisfy all or a part of the inclusionary housing requirement through one of the alternative methods if the City determines that the alternative will achieve goals set forth in the Housing Element.</p>

Table 1-1 Summary of Housing Programs				
Program	Implementation Time Frame	Responsible Agency	Potential Funding Sources	Target Objective
1.3 Density Bonuses	Current program, 2021 – 2029 Review the ordinance, biannually.	Community Development, Economic Development & Housing	Community Development Enterprise Fund	10 density bonus units.
1.4 Community Investment Program	Current program, 2021 – 2029.	Community Development, Economic Development & Housing	Permit fees, Community Development Enterprise Fund	Maintain and update, as needed, a community investment fund strategy.
1.5 Accessory Dwelling Units	Current program, 2021 – 2029.	Community Development	Community Development Enterprise Fund	5 units per year on average during planning period.
1.6 Pursue State and Federal Funding	Annually and ongoing as NOFAs are released, 2021 – 2029. The City will annually seek out state and federal funds for first-time homebuyer funds and lower-income housing funds for acquisition, rehabilitation, and new affordable housing construction.	Economic Development & Housing, participating nonprofit and for-profit housing providers	CDBG (HCD) Multi-family Housing Program (HCD) California Housing Finance Agency HELP Program US Department of Housing and Urban Development (HUD) Programs: Section 221(d) Section 202 (elderly) Section 811 (persons with disabilities) Federal Home Loan Bank – Affordable Housing Program Tax-exempt bonds Low-Income Housing Tax Credits (federal and state)	Seek state and federal funding to assist with the City’s new construction objectives of 2,287 very low-income units, 1,378 low-income units, 1,722 moderate-income units, and 4,084 above moderate-income units.
1.7 Manufactured Homes	Current program, 2021-2029 See time frames for Programs 1.1 and 1.6 for identification of potential sites. Meet with developers after each inventory update to determine availability of appropriate sites and potential developer interest.	Community Development	Community Development Enterprise Fund	Continue to allow new mobile home parks or manufactured home subdivisions.

**Table 1-1
Summary of Housing Programs**

Program	Implementation Time Frame	Responsible Agency	Potential Funding Sources	Target Objective
1.8 Homebuyer Assistance	Apply annually for eligible state and federal funding, 2021-2029	Economic Development & Housing, Yolo County Housing Authority	CalHome Program (HCD) Home Investment Partnership Program (HCD) Down payment assistance programs (California Housing Finance Agency) - 100% Loan Program - Affordable Housing Partnership Program Hope 3 Program (HUD) Mortgage Credit Certificates	Assist up to 20 lower-income homebuyers during the planning period.
1.9 Cooperation with Affordable Housing Providers	Current program, 2021-2029	Economic Development & Housing	See Program 1.6	Continue to work with affordable housing developers.
1.10 Annual Report on Housing Element Implementation	Annually, 2021-2029	Community Development, Economic Development & Housing	Community Development Enterprise Fund	Provide annual report to the City Council on achievements and submit to HCD.
1.11 Address Housing Constraints	Biannually review zoning code	Community Development	Permit fees	Biannually review to conform to current state law requirements and identify and address constraints to the development of housing affordable to all income levels.
1.12 General Plan Update	Update City's General Plan 2026-2027	Community Development	General Fund, grants, permit fees	Ensure that available sites are developed at densities greater than the minimum densities and an adequate number of housing units are developed to meet SACOG's RHNA for West Sacramento.
1.13 Continue to Implement Urban Design Standards for the Bridge District Specific Plan Area	2021 – 2029. Annually Review and revise standards, if necessary, to ensure achievement of high-density infill development.	Community Development	Property owners	Implement design standards to encourage denser development in the Bridge District Specific Plan area.

Table 1-1 Summary of Housing Programs				
Program	Implementation Time Frame	Responsible Agency	Potential Funding Sources	Target Objective
2.1.1 Housing Rehabilitation (Single-Family)	Current program, 2021-2029 Annually review and revise guidelines, as appropriate.	Housing & Community Investment	Community Development Block Grant (HCD) Home Investment Partnership Program (HCD) California Housing Finance Agency <i>(Note: permanent financing to rental property owners for rehabilitation)</i> California Housing Finance Agency HELP Program	Up to 20 units during the planning period for all programs that assist with housing rehabilitation.
2.1.2 Housing Rehabilitation (Multi-Family)	Current program, 2021-2029 Annually review and revise guidelines, as appropriate.	Economic Development & Housing	Community Development Block Grant (HCD) Home Investment Partnership Program (HCD) California Housing Finance Agency <i>(Note: permanent financing to rental property owners for rehabilitation)</i> California Housing Finance Agency HELP Program	Up to 100 units during the planning period for all programs that assist with housing rehabilitation.
2.2 Preservation of Affordable Rental Housing	Current program, 2021-2029	Economic Development & Housing	California Housing Finance Agency HELP Program, Multifamily Housing Program (HCD) Home Investment Partnership Program (HCD) California Housing Finance Agency Preservation Acquisition Financing Mortgage Insurance for Purchase/Refinance (HUD) <i>(Note: may be used by project owners to lower interest costs)</i>	Continue to maintain the affordability of subsidized rental housing and preserve housing affordability based on available funding.
2.3 Preservation of Mobile Home Parks	Current program, 2021 - 2029	Economic Development & Housing, Community Development	Home Investment Partnership Program (HCD) Mobile Home Park Resident Owner Program (HCD) CDBG (HCD)	Assist mobile home parks through this strategy.

Table 1-1 Summary of Housing Programs				
Program	Implementation Time Frame	Responsible Agency	Potential Funding Sources	Target Objective
3.1 Energy Conservation	Annual distribution, 2021-2029 Monthly website updates.	Economic Development & Housing, Community Development	Community Development Enterprise Fund CDBG HOME Program	Increase energy efficiency, lower energy and construction cost burdens on housing for lower-income and special needs households. Increase public awareness and information on energy conservation opportunities and assistance programs for new, and existing residential units and comply with state energy conservation requirements.
3.2 Community Resilience and Sustainability	Ongoing, 2021- 2029	Environmental Services & Sustainability Division Community Development, Planning Division	California Strategic Growth Council, (AHSC program), Natural Resources Agency, (Urban Greening program), City of West Sacramento	Increase energy conservation in new and existing housing, implement “smart growth, through ongoing City programs and implementation of state energy efficiency/green building codes, and City residential development standards.
4.1 Mixed-Use Development & Jobs Housing Balance	As projects are proposed.	Community Development	Community Development Enterprise Fund, EIFD tax increment funds, property owners	Support construction of housing units in one or more mixed-use projects between 2021 and 2029.
5.1 Local, State, and Federal Funding for Infrastructure	Current program, 2021-2029	Economic Development & Housing, participating nonprofit and for-profit housing providers	CDBG (HCD) Home Investment Partnership Program (HCD) Multifamily Housing Program (HCD) California Housing Finance Agency HELP Program HUD Programs: Sections 221(d), 202(elderly), 811 (persons with disabilities) Federal Home Loan Bank: Affordable Housing Program Tax-exempt bonds Low-Income Housing Tax Credits (federal and state)	Assist with infrastructure investment gap in conjunction with EIFD revenues, provide a stable source of revenue and capital investment, leverage private investment and outside funds (e.g., state & federal grants), support land assembly and environmental cleanup, support adaptive reuse and creative reuse of existing real estate assets, induce private investment where it would otherwise not occur, and support projects with a communitywide or regional benefit.

**Table 1-1
Summary of Housing Programs**

Program	Implementation Time Frame	Responsible Agency	Potential Funding Sources	Target Objective
5.2 Water and Sewer Priority	Continue to implement policies and procedures in the 2021-2029 Housing Element.	Public Works Department, Environmental Services & Sustainability Division	Department Budget	Prioritize water and sewer services for lower- income housing.
6.1 Yolo County Homeless Services Coordination Program	Annual contribution, 2021-2029 Application for funding as needed to support additional facilities and services in West Sacramento	Economic Development & Housing, participating public agencies and nonprofit organizations	Community Development Enterprise Fund Emergency Solutions Grant Assistance Program (HCD) <i>(Note: Yolo County receives annual grant)</i> Emergency Solutions Grant Program (HCD) CDBG (HCD) Supportive Housing Program (HUD) Shelter Plus Care (HUD)	Maintain support of services and facilities to assist West Sacramento homeless residents.
6.2 Section 8 Rental Assistance	Current program, 2021-2029	Yolo County Housing Authority, Economic Development & Housing	Section 8 Program (HUD)	Inform rental property owners of their obligations regarding Section 8 vouchers.
6.3 Affirmatively Furthering Fair Housing Opportunity	Current & ongoing program, 2021-2029	Housing & Community Investment, CHRLA	Community Development Enterprise Fund	Promote and ensure compliance with state and federal fair housing requirements; continue financial support of, and participation in, local joint power agreements to promote fair housing.
6.4 Emergency Shelter and Transitional Housing	Current & ongoing program, 2021-2029	Community Development	Permit fees	Continue to implement emergency shelter ordinance to establish clear guidelines for shelter development and management, and allow transitional and supportive housing as residential uses.
6.5 Accessibility for Persons with Disabilities	Continue to implement Chapter 17.42 of the City's Municipal Code regarding reasonable accommodations.	Community Development	Permit fees, CDBG (HCD)	Continue to implement City's reasonable accommodation ordinance (Chapter 17.42) and ADA Transition Plan to increase accessibility in housing for persons with disabilities through facilitation of development, maintenance, and improvement.

Table 1-1 Summary of Housing Programs				
Program	Implementation Time Frame	Responsible Agency	Potential Funding Sources	Target Objective
6.6 Special Housing Needs	Evaluate opportunities annually, collaboration with developers ongoing, 2021-2029	Economic Development & Housing, Community Development	Housing Opportunities for Persons with AIDS (HUD) <i>(Note: funds distributed on a formula basis to metropolitan areas and on a competitive basis nationwide for specific projects or programs)</i> Child Care Facilities Finance Program (HCD)	Collaborate with affordable housing developers and secure funding, if feasible, to assist with the development of special needs housing projects between 2021 and 2029.
6.7 Condominium Conversion Ordinance	Continue to implement Chapter 16.64 of the City code regarding condominium conversions. Article III of the ordinance provides tenant and buyer protections.	Community Development	Permit fees	Assist in the prevention of the loss of affordable housing units through conversion to condominiums.
6.8 Employee Housing	Review zoning codes and adopt amendments if needed by 2022.	Community Development	General fund	Facilitate the development of farmworker housing. Amend the Zoning Code, if needed, to achieve compliance with State law.

INTERNAL CONSISTENCY WITH THE GENERAL PLAN

State law requires that the Housing Element state “the means by which consistency will be achieved with other general plan elements and community goals” (California Government Code Section 65583(c)(6)(B)). There are two aspects of this analysis: (1) an identification of other General Plan goals, policies, and programs that could affect implementation of the Housing Element or that could be affected by the implementation of the Housing Element, and (2) an identification of actions to ensure consistency between the Housing Element and affected parts of other General Plan elements.

The City has made minor updates to other elements of the General Plan (e.g., Land Use, Mobility, and Safety) and incorporates Environmental Justice policies. The City will ensure the Housing Element update and the General Plan update remain internally consistent and will continue to review the General Plan for internal consistency as part of the annual implementation review and report and as General Plan amendments are proposed.

Substantive changes/additions in the 2021 Housing Element have been made to policies, programs, and objectives to ensure consistency with planned changes to other elements of the General Plan. Examples include:

- Policy HE-P1.16: Implementation of integrated place-based and mobility strategies in planning for affordable housing, with rezoning to ensure the City can meet its regional housing needs allocation through vacant land and land suitable for infill development or redevelopment.

- Program HE-PR-1.2: Establishment of Enhanced Infrastructure Financing Districts (EIFDs) as a key funding strategy for development of affordable housing.
- Program HE-PR-1.4: Greater focus on affordable-by-design, infill, and compact housing development in its Transit Priority Areas as a strategy to incentivize more housing development that also supports transit use.
- Program HE-PR-1.13: Broadening of developing districts in which urban design standards will apply.
- Goal HE-3: Community Health, Energy Conservation & Sustainability: This goal has been revised to reflect the Housing Element's role, consistent with other General Plan changes, in supporting the City's Healthy Communities program objectives through increased resilience to climate change and sustainability in new and existing neighborhoods.
- Three new policies (HE-3.4, 3.5 & 3.6) that also support the City's implementation of initiatives will further the City's sustainability and climate goals:
 - Continue to implement its comprehensive Municipal Urban Forestry Program, which has become a regional model, through regional (SACOG) and state urban greening grant funding, to the extent funding is available.
 - Continue to plan for affordable options for housing close to public transit, employment, and services to reduce greenhouse gas emissions, encourage active living, and create a healthy environment.
 - Encourage new mixed-use developments with neighborhood retail and services in existing and developing neighborhoods to reduce travel-related greenhouse gas emissions and increase economic sustainability.
- Program HE-PR-3.2: Community Resilience and Sustainability. This program supports implementation of the City's Climate Action Plan by:
 - Continuing to encourage residential and mixed-use master planned communities that support multi-modal travel, mixed-use development, green infrastructure, urban forests and green open spaces, and proximity to employment and services. This program also promotes a reasonable citywide balance between new employment generating development and housing development.
 - Ongoing support of infill development in existing neighborhoods through investments in infrastructure and zoning that incentivizes higher density housing and mixed-use consistent with existing community character.
 - Continued implementation of standards to increase energy conservation in new developments through improved building standards, assistance to energy efficiency features at affordable housing project, and efficient outdoor lighting.
- Policy HE-6.1: Affirmatively Furthering Fair Housing. Implementation of this policy supports City goals and programs related to energy conservation, healthy communities, and sustainability by providing housing for disadvantaged populations that increases opportunities and access to open space, jobs, healthy food, essential services, and opportunities to increase active lifestyles that contribute community health and creating a more balanced community.

COMMUNITY OUTREACH

Throughout the Housing Element Update, the City proactively solicited input that was used to guide the policy and program updates. Key stakeholders, with an emphasis on stakeholders representing underserved and special needs populations, were identified and provided the opportunity for multiple means of input. The City solicited feedback from key stakeholders through interactive webinars that focused on issues related to the development of affordable housing and the approach to housing and supportive services. The City developed and circulated an online survey for the Housing Element Update, which identified residents' and stakeholders' priorities, preferences, and concerns. Housing affordability, senior housing, housing and community amenities, and traffic were noted in the survey as top issues for West Sacramento residents. Individual one-on-one meetings were conducted with Legal Services of Northern California, the West Sacramento Housing Development Corporation, and House Sacramento to gather additional input.

Please see Appendix E for more detail.

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APPENDIX A

Housing Needs Assessment, Land Inventory, and Constraints

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A. HOUSING NEEDS ASSESSMENT, LAND INVENTORY, AND CONSTRAINTS

The Appendices are organized into the following sections:

- Housing Needs Assessment (Appendix A.1) – Describes the characteristics of West Sacramento residents, the housing in which they live, and the extent to which residents cannot find or afford housing that meets their needs.
- Land Inventory (Appendix A.2)
- Constraints to Housing Availability and Affordability (Appendix A.3) – Identifies potential barriers to housing development, rehabilitation, and financing; the preservation of affordable housing; and the needs of persons with disabilities. Some potential constraints arise from government actions, such as zoning, fees, permit processes, or the inability of government to provide services to new development; others result from the workings of the housing market, such as home lending practices, construction costs, and land costs. Additional constraints relate to environmental conditions affecting land development, such as flood-prone areas and natural habitats containing endangered plants or animals.
- Energy Conservation Opportunities (Appendix A.4) – Discusses the potential to reduce residential energy use through energy-efficient building design and construction, energy-saving appliances, opportunities to use solar and other energy alternatives, and energy-efficient land planning. This section also describes private sector and government policies and programs in West Sacramento that promote and assist in residential energy conservation.

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A-1 Housing Needs Assessment

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A.1 Housing Needs Assessment

This appendix provides a description of population and housing characteristics, and an evaluation of the relationship between the housing needs of residents and the availability and affordability of housing through an analysis of growth trends, income, employment, and household characteristics.

The US Census and American Communities Survey (ACS) are the primary sources of information for the Housing Needs Assessment. Other available data and reports, including California Department of Finance (DOF) housing and population estimates, were used to supplement the US Census and ACS. Population and housing data prior to 1987, the year West Sacramento incorporated, represent information from the unincorporated communities of Broderick, Bryte, West Sacramento, and Southport.⁵ US Census boundaries for these communities may not directly correspond with city limits.

This section is organized into the following subsections:

- Population Trends
- Income, Housing Costs, and Affordability
- Employment
- Special Housing Needs
- Housing Characteristics
- Subsidized Units at Risk of Converting to Market-Rate Rents

A.1.1 POPULATION

DOF estimates that West Sacramento's 2020 population is 54,328 residents, an increase of 11 percent since 2010 (see Table A-1). The other Yolo County cities of Winters and Woodland had a similar growth rate at 10 percent (see Table A-2) with an average annual growth rate of 1 percent. The city of Davis grew at about half the rate, 5 percent, and unincorporated county increased by 24 percent between 2010 and 2020. The two decades in which West Sacramento experienced most of its population growth were the 1950s and early 2000s. Over half of the city's current population was added during these decades at an average annual growth rate of approximately 5 percent. The growth spurt during the early 2000s reflects significant residential development activity in Southport, the Bridge District, Washington, the Rivers, and other developing areas of the City's core.

⁵ Collectively referred to by Yolo County as "East Yolo" prior to incorporation.

Table A-1. Historical Population Growth West Sacramento, 1950–2020			
Year	Population	Change	
		Number	Percentage
1950 ¹	11,906	–	–
1960 ¹	25,032	13,126	52%
1970 ¹	27,392	2,360	9%
1980 ¹	24,521	-2,871	-12%
1990 ¹	28,898	4,377	15%
2000 ²	31,615	2,717	9%
2010 ³	48,744	17,129	54%
2020 ⁴	54,328	5,584	11%

Sources:

¹ City of West Sacramento General Plan Background Document 2000

² US Census 2000

³ US Census 2010

⁴ DOF, E-5 Population and Housing Estimates for Cities, Counties, and the State, 2011-2020, with 2010 Benchmark, May 2020

Table A-2. Population Trends Other Yolo County Jurisdictions, 2010-2020				
Jurisdiction	2010	2020	Change	
			Number	Percentage
Davis	65,622	69,183	3,561	5%
Winters	6,624	7,279	655	10%
Woodland	55,468	60,742	5,274	10%
Unincorporated Yolo County	24,391	30,173	5,782	24%

Source: DOF, E-5 Population and Housing Estimates for Cities, Counties, and the State, 2011-2020, with 2010 Benchmark, May 2020

As shown in Table A-3, the Sacramento Area Council of Governments (SACOG) estimates that the city will grow to 87,999 residents by 2040, an increase of 65 percent from 2016. The rate of growth in West Sacramento is projected to be higher than for Yolo County as a whole, at 30 percent for the same period. Correspondingly, the number of households is also projected to increase by 84 percent in the city and 37 percent in the county overall.

Table A-3. Projected Growth West Sacramento and Yolo County, 2016–2040			
	2016	2040	Percentage Change
Population			
West Sacramento	53,395	87,999	65%
Yolo County	214,784	279,664	30%
Households			
West Sacramento	19,053	35,063	84%
Yolo County	75,020	102,775	37%

Sources: SACOG 2020 Metropolitan Transportation Plan/Sustainable Communities Strategy (MTP/SCS)

A.1.1.1 Age

The age of residents is an important planning consideration because different age groups have different housing needs and preferences. A younger population will typically need entry-level housing, such as condominiums, apartments, and small single-family homes. Adults in their 20s and 30s may be first-time homebuyers. As young families have children, they may seek larger homes.

Seniors may seek smaller housing units or housing that is easier to maintain and allows them to remain independent and in their homes as they age. Many seniors, once retired, live on limited, relatively fixed incomes and generally no longer need as much space after adult children move out. Seniors with declining mobility or health may need adaptive modifications to remain in their homes or seek assisted living arrangements, such as congregate care or skilled nursing homes, or may seek to live close to their children in accessory dwelling units. As shown in Table A-4, the percentage of seniors (aged 60 or older) and children increased in West Sacramento from 2010 to 2018, while the percentage of young adults (20-34) decreased and the percentage of older adults (35-59) stayed the same. West Sacramento has a larger percentage of older adults (33 percent) and children (30 percent), and a smaller percentage of young adults (22 percent) and seniors (15 percent) than Yolo County overall.

Table A-4. Age Distribution West Sacramento and Yolo County, 2010–2018										
Age Group	West Sacramento					Yolo County				
	2010		2018		% Change	2010		2018		% Change
	Population	%	Population	%		Population	%	Population	%	
0–19	14,287	29%	15,599	30%	9%	56,823	28%	58,526	27%	3%
20–34	11,242	23%	11,842	22%	5%	55,353	28%	59,851	28%	8%
35–59	16,238	33%	17,245	33%	6%	59,936	30%	60,463	28%	1%
60+	6,977	14%	8,140	15%	17%	28,737	14%	36,137	17%	26%
Total	48,744	100%	52,826	100%	8%	200,849	100%	214,977	100%	7%

Source: US Census 2010, ACS 2014-2018

A.1.1.2 Race/Ethnicity and Language

In 2018, West Sacramento comprised 46 percent of residents who identify themselves as non-Hispanic White, 9 percent who identify themselves as Asian, 7 percent who identify themselves as other race (including more than one race), 5 percent who identify themselves as Black, and 1 percent who identify themselves as Native Hawaiian/Other Pacific Islander. Less than 1 percent of the population identify themselves as American Indian/Alaska Native. Identical to 2010, the Hispanic/Latino population comprised 31 percent of the city’s total population in 2018.

As shown in Table A-5, between 2010 to 2018 the non-Hispanic Native Hawaiian/Other Pacific Islander population grew by 33 percent, Black population grew by 9 percent, White population grew by 6 percent, and Asian population grew by 1 percent. The Hispanic/Latino population grew by 7 percent during the same time period. The American Indian/Alaska Native population declined by 50 percent between 2010 and 2018.

The race/ethnic categories shown in Table A-5 do not reflect national/language minorities in West Sacramento, such as the Russian-speaking population who identify themselves as “White.” The 2014-2018 ACS reports the number of residents in West Sacramento 5 years of age or older was 48,420 with 28 percent

of them (13,326 residents) foreign born. It also reports that, of the population 5 years of age or older, 9,412 speak Spanish in the home, with 3,602 of them indicating they speak English less than very well. The ACS also reports that 4,277 residents speak Russian, Polish, or other Slavic language in the home, with 1,859 speaking English less than very well, and 3,403 speaking other Indo-European languages in the home with 1,748 speaking English less than very well.

Table A-5. Race and Ethnicity										
West Sacramento and Yolo County, 2010–2018										
Race/ Ethnicity	West Sacramento					Yolo County				
	2010		2018		% Change	2010		2018		% Change
	Pop.	%	Pop.	%		Pop.	%	Pop.	%	
Non-Hispanic										
White	23,092	47%	24,562	46%	6%	100,240	50%	101,274	47%	1%
Black	2,180	4%	2,381	5%	9%	4,752	2%	5,215	2%	10%
American Indian/ Alaska Native	395	1%	196	0.4%	-50%	1,098	1%	533	0.2%	-51%
Asian	4,961	10%	4,987	9%	1%	25,640	13%	29,360	14%	15%
Native Hawaiian/ Other Pacific Islander	502	1%	670	1%	33%	817	0%	919	0.4%	12%
Other ¹	2,332	5%	3,647	7%	56%	7,349	4%	9,867	5%	34%
Hispanic/ Latino ²	15,282	31%	16,383	31%	7%	60,953	30%	67,809	32%	11%
Total	48,744	100%	52,826	100%	8%	200,849	100%	214,977	100%	7%

Source: US Census 2010, ACS 2014-2018

¹ Other includes "Other" and "Two or more"

²Hispanic/Latino is defined as anyone being of Spanish, Latino, or Hispanic origin. People who identify their origin as Spanish, Hispanic, or Latino may be of any race.

A.1.1.3 Household Characteristics

Household Size and Type

According to ACS 2013-2017, there were 18,000 households in West Sacramento. This is an increase of 3 percent from 17,421 households in 2010 (an additional 579 households) (US Census), which is an average annual increase of approximately .05 percent. Between 2000 and 2010, the number of households increased by 11,404 households or 53 percent, an approximately 5 percent average annual increase (US Census). This corresponds with the 54 percent change in population in the early 2000s.

The average number of persons per household in West Sacramento and Yolo County as a whole remained steady at approximately 2.8 between 2010 and 2020 (see Table A-6). According to SACOG projections, the average household size is expected to decrease in both West Sacramento and the county over the next 20 years, with an estimated 2.5 persons per household in West Sacramento by 2040. As household size declines, the city will need additional smaller housing units that can accommodate smaller households.

Table A-6. Projected Persons Per Household West Sacramento and Yolo County, 2010–2040		
Year	West Sacramento	Yolo County
2010 ¹	2.8	2.8
2020 ²	2.8	2.8
2040 ³	2.5	2.7

Sources:

¹ U.S. Census 2010

² DOF, E-5 Population and Housing Estimates for Cities, Counties, and the State, 2011-2020, with 2010 Benchmark, May 2020

³ SACOG 2020 MTP/SCS

Since 2010, the number of married couple families with children and non-family households in West Sacramento has increased. According to ACS 2013-2017, in 2017 family households with children made up 39 percent, households without children 27 percent, and non-family households 35 percent of all households. Table A-7 provides a breakdown of the types of households in West Sacramento and Yolo County. In 2017, West Sacramento had a higher percentage of female-headed households (13 percent) than Yolo County (10 percent), and most of these households included children. However, between 2010 and 2017 female-headed households dropped in both West Sacramento and Yolo County overall. Female-headed households both with and without children in West Sacramento dropped by 5 percent and 21 percent, respectively, while married couple households with children grew by 8 percent. Male-headed households made up 7 percent of all households in West Sacramento, more than half of those with children in 2017.

Table A-7. Household Composition West Sacramento and Yolo County, 2010–2017								
Household Type	West Sacramento				Yolo County			
	2010	2017	Change		2010	2017	Change	
			Number	%			Number	%
Family Households								
Married Couple								
With Children	4,276	4,637	361	8%	16,635	17,293	658	4%
Without Children	3,797	3,671	-126	-3%	16,100	17,565	1,465	9%
Female Householder								
With Children	1,669	1,581	-88	-5%	5,168	4,769	-399	-8%
Without Children	905	711	-194	-21%	2,826	2,612	-214	-8%
Male Householder								
With Children	n/a	715	n/a	n/a	n/a	1,867	n/a	n/a
Without Children	n/a	463	n/a	n/a	n/a	1,263	n/a	n/a
Total Family Households	n/a	11,778	n/a	n/a	n/a	45,369	n/a	n/a
Non-Family Households	5,758	6,222	464	8%	26,711	27,476	765	3%

Source: U.S. Census 2010, ACS 2013-2017

West Sacramento had a slightly higher percentage of large households with four or more persons (28 percent) than Yolo County overall (27 percent) (see Table A-8). Approximately 44 percent of large households (four or more persons) in the city are in renter-occupied units, and 49 percent of households with five or more people (1,186 households) are in renter-occupied units.

Table A-8. Number of Persons Per Household West Sacramento and Yolo County, 2017								
Number of Persons	West Sacramento				Yolo County			
	Owner	Renter	Total	Percentage	Owner	Renter	Total	Percentage
1	2,217	2,371	4,588	25%	8,023	9,339	17,362	24%
2	2,827	2,071	4,898	27%	13,038	10,080	23,118	32%
3	1,823	1,652	3,475	19%	6,617	6,207	12,824	18%
4	1,599	1,033	5,039	15%	5,906	5,398	11,304	16%
5+	1,221	1,186	1,949	13%	4,225	4,012	8,237	11%
Total	9,687	8,313	18,000	100%	37,809	35,036	72,845	100%

Source: ACS 2013-2017

Tenure

In 2017, approximately 54 percent (9,687) of West Sacramento’s occupied homes were owner-occupied and 46 percent (8,313) were renter-occupied (see Table A-9). This is a decrease in owner occupancy and an increase in renter occupancy relative to 2010 when approximately 59 percent were owner-occupied homes and approximately 41 percent were renter occupied homes. However, the homeownership rate in West Sacramento is still higher than in Yolo County as a whole, which had a home ownership rate of 52 percent in 2017.

As shown in Table A-9, homeownership varies by age. Older adults generally have higher homeownership rates than younger adults as they have worked longer to accumulate assets, have typically owned their homes for many years, and purchased homes at a time when housing costs were more closely aligned with what households could afford. Between 2010 and 2017, homeownership among persons younger than 55 decreased to 54 percent of all homeowners compared to 61 percent in 2010. In 2017, those aged 55 and older have the highest rates of homeownership. This may suggest that a high percentage of seniors are remaining in their homes and may need assistance with maintenance and modifications to accommodate both physical and/or cognitive limitations.

Table A-9. Homeownership Rates by Age West Sacramento, 2017				
Age	Owners		Renters	
	Number	Percentage	Number	Percentage
15–24	176	19%	737	81%
25–34	1,033	32%	2,243	68%
35–44	2,097	54%	1,753	46%
45–54	1,906	58%	1,380	42%
55–59	1,111	66%	573	34%
60–64	1,017	70%	442	30%
65–74	1,474	64%	818	36%
75–84	579	72%	225	28%
85 and over	294	67%	142	33%
Total	9,687	54%	8,313	46%

Source: ACS 2014-2017

A.1.1.4 Conclusions

The West Sacramento population is forecast to grow by 65 percent between 2016 and 2040 (an average annual growth rate of approximately 3 percent). The percentage of older residents (60+) increased at the fastest rate (17 percent) between 2010 and 2017. However, those aged 55 and older have the highest rates of homeownership, an indication that seniors are remaining in their homes and may need assistance with maintenance and modifications to accommodate physical and other limitations.

Housing assistance with home maintenance, modifications, and programs to accommodate seniors will continue to be needed in the city. The number of households with children increased as a percentage of all family households, particularly in married couple households, indicating a potential need for services such as childcare, schools, parks, other neighborhood amenities for families with children, and an increased supply of housing for families.

The number of non-family households also increased and the average number of persons per household is expected to shrink from 2.8 to 2.5 by 2040, meaning that the city will require a greater number of smaller housing units to meet the needs of smaller households.

The number of owner-occupied households decreased, while renter-occupancy increased, and a large portion of households with 4 or more persons are in renter-occupied housing units, which may suggest a need for more affordable home ownership options. Owner-occupied homes also tend to have more bedrooms. With a large proportion of immigrants, the city may need to provide housing assistance aimed at immigrant families and continue to provide materials regarding available programs and resources in multiple languages.

A.1.2 INCOME, HOUSING COSTS, AND AFFORDABILITY

A.1.2.1 Income

The median household income in West Sacramento increased by approximately 5 percent, from \$61,700 in 2010 to \$64,664 in 2018 (inflation adjusted) (Table A-10). Over half of the households were in the lowest and highest income categories, with approximately 23 percent of households earning less than \$25,000 per year and 30 percent earning \$100,000 or more per year. The number of households earning more than \$100,000 increased by 41 percent between 2010 and 2018. The number of households earning \$75,000 to \$99,999 increased by 30 percent. The number of households earning less than \$25,000 increased by 3 percent during the same timeframe. The number of households earning \$25,000 to \$49,999 and \$50,000 to \$74,999 decreased by 22 percent and 4 percent, respectively, between 2010 and 2018.

Table A-10. Household Income
West Sacramento, 2010–2018

Income	2010	Percentage	2018	Percentage	Number Change	Percentage Change
Less than \$24,999	4,095	24%	4,212	23%	117	3%
\$25,000 to \$49,999	3,758	22%	2,946	16%	-812	-22%
\$50,000 to \$74,999	3,394	20%	3,257	18%	-137	-4%
\$75,000 to \$99,999	1,801	11%	2,335	13%	534	30%
\$100,000 or more	3,859	23%	5,424	30%	1,565	41%
Median Household Income (not adjusted for inflation)	\$53,559	n/a	\$64,664	n/a	11,105	21%
Median Household Income (adjusted for inflation)	\$61,700	n/a	\$64,664	n/a	2,964	5%

Sources: ACS, 2006–2010; ACS, 2014–2018

The Department of Housing and Urban Development (HUD) has established income categories to assess housing needs. These categories are based on a percentage of the county’s median income, the point at which half of the households earn more and half earn less (i.e., area median income or AMI), and adjusted for household size. The categories are referred to as “extremely low-income,” “very low- income,” “low-income,” “moderate-income,” and “above moderate-income.” Income limits for these categories are prepared by HUD and adopted by the State of California. They are used to determine eligibility for various housing subsidy and other grant programs. Table A-11 shows the income ranges for Yolo County effective in 2020. As shown, a family of four earning approximately \$74,000 a year would be considered “low income.” A family of four earning approximately \$46,250 per year would be considered “very low income” and “extremely low income” if the same family earned less than \$27,750. The income limits for these categories are based on a percentage of median income for the county (AMI) in which the jurisdiction is located.

Table A-11. Income Limits
Yolo County, 2020

Income Category	Household Size (Number of Persons)							
	1	2	3	4	5	6	7	8
Extremely Low	\$19,450	\$22,200	\$25,000	\$27,750	\$30,680	\$35,160	\$39,640	\$44,120
Very Low	\$32,400	\$37,000	\$41,650	\$46,250	\$49,950	\$53,650	\$57,350	\$61,050
Low	\$51,800	\$59,200	\$66,600	\$74,000	\$79,950	\$85,850	\$91,800	\$97,700
Median	\$64,750	\$74,000	\$83,250	\$92,500	\$99,900	\$107,300	\$114,700	\$122,100
Moderate	\$77,700	\$88,800	\$99,900	\$111,000	\$119,900	\$128,750	\$137,650	\$146,500

Source: California Department of Housing and Community Development, State Income Limits, 2020

¹ Note: Yolo County Area Median Income = \$92,500

In a normally distributed population (that is, one not skewed to either end of the income scale), approximately 40 percent of the population will have an income within the extremely low-, very low- and low-income ranges; about 20 percent within the moderate-income range; and about 40 percent in the above-moderate

income range. In 2016, 51 percent of the city’s population was in the extremely low-, very low-, or low-income range and 41 percent were in the above moderate-income (see Table A-12). Only 8 percent were in the moderate-income range, compared to 21 percent in 2009.

Table A-12. Household Income Categories by Tenure										
West Sacramento, 2009-2016										
Income Category	2009 Owner Occupied		2009 Renter Occupied		2009 Total	2016 Owner-Occupied		2016 Renter-Occupied		2016 Total
	Number	%	Number	%	%	Number	%	Number	%	%
Extremely Low Income: At or below 30% AMI	608	4%	1,301	10%	15%	705	4%	2,585	14%	20%
Very Low Income: 31% to 50% AMI	1,082	6%	1,819	9%	15%	990	6%	1,505	8%	14%
Low Income: 51% to 80% AMI	1,680	10%	1,155	7%	17%	1,475	8%	1,640	9%	17%
Moderate Income: 81% to 120% AMI	2,085	13%	1,275	8%	21%	920	5%	610	3%	8%
Above Moderate Income: 121% AMI or more	4,610	28%	750	5%	33%	5,625	31%	1,835	10%	41%

Sources: Percent of Households by Tenure in five income categories 2005-2009 and 2012-2016 Comprehensive Housing Affordability Strategy (CHAS)

A.1.2.2 Housing Costs

Ownership Housing Costs

According to Zillow, the median sales price in West Sacramento was \$375,000 in both 2018 and 2019, which is higher than the 2017 median sales price of \$337,000 (an increase of 10 percent). As shown in Table A-13, home prices in West Sacramento have been consistently lower than those of Yolo County as a whole and the nearby city of Davis over the past several years, but higher than in the city of Sacramento.

Table A-13. Median Home Prices			
West Sacramento and Surrounding Areas, 2017–2019			
Jurisdiction	2017	2018	2019
West Sacramento	\$337,000	\$375,000	\$374,500
Sacramento	\$269,500	\$297,500	\$315,500
Davis	\$593,000	\$653,500	\$674,500
Yolo County	\$382,000	\$426,500	\$429,500

Source: Zillow

In keeping with regional and statewide trends, home values in West Sacramento increased dramatically in the early 2000s and fell steeply in the late 2000s as a result of the nationwide recession and steep decline in the housing market. Since then, housing prices in West Sacramento, and nationally, have steadily increased. As shown in Figure A-1, the median sales price in the 95691 zip code (the area south of the Union Pacific mainline) recently peaked at \$441,000 in 2020. Home sales prices had not been close to that high since 2005, before the Great Recession.

Figure A-1. Median Sales Price by Zip Code, West Sacramento, 2005–2020



Source: Sacramento Association of Realtors, Zip Code Report, 2005–2020
 Note: Sales prices are shown in nominal dollar values and do not account for inflation.
 *2020 data is partial – showing data from January through July.

Rental Housing Costs

HUD publishes Fair Market Rents (FMR) for Metropolitan Statistical Area and non-metropolitan counties. FMRs are HUD’s determination of the fair market cost of standard-quality rental units. HUD publishes FMRs to ensure that a reasonable number of rental units are available for rent to tenants participating in the Housing Choice Voucher Program. Voucher program costs are limited to modestly priced housing units. The 2020 FMRs for Yolo County are provided in Table A-14. When these are compared to advertised rental rates in West Sacramento (Table A-14), it is apparent that the advertised rental rates are generally similar to FMRs. The exception, however, is the rental housing cost for two-bedroom units, which is notably higher than the FMR. This difference is likely due to the new luxury apartment developments that opened between 2015 and 2020 along the Sacramento River across from Downtown Sacramento.

Table A-14. Sample and Fair Market Rents West Sacramento, 2020		
Number of Bedrooms	Asking Rent Range	Fair Market Rent
1 bedroom	\$750–\$2,000	\$1,066
2 bedrooms	\$1,700–\$2,400	\$1,404
3 bedrooms	\$1,750–\$2,200	\$2,025
4 bedrooms	\$2,400–\$2,500	\$2,432

Source: Craigslist and Zillow, September 10, 2020; Department of Housing and Urban Development, 2020

A.1.2.3 Housing Affordability and Overpayment

Many homes in West Sacramento are not considered affordable to most residents or workers in the city. For purposes of this Housing Element, the city defines “affordable” as housing that costs no more than 30 percent of a household’s total monthly income. Housing cost includes rent or, for homeowners, mortgage payments plus utilities and property taxes, homeowners insurance, and other ownership-related costs.

An affordable rent for a two-person household with an annual income of \$30,000 would be \$750 a month (including utilities). That household would be defined as “overpaying” for housing if their monthly rent exceeded \$750.

Those who pay 30 percent or more of their income on housing may have trouble in affording other necessities. However, to truly evaluate housing affordability, individual circumstances must be considered. These factors include other long-term debt, mortgage interest rates, the number of people in a household, and other large, ongoing expenses (such as medical bills), and transportation expenses. Because it is impossible to take each household’s individual circumstances into account, the 30 percent rule of thumb provides a general measure of average housing affordability for individual households.

Table A-15 shows 2017 housing expenditure as a percentage of household income. Overpayment was more common in rental households earning less than \$35,000 than owner households with the same income. A high percentage of renter households (92 percent or 2,077) who made less than \$20,000, and 83 percent of renter households (1,086 households) who made between \$20,000 and \$34,999, spent more than 30 percent of their income on housing expenses. However, the number of owner households earning less than \$20,000 and spending more than 30 percent of their income on housing increased significantly between 2010 and 2017, from 9 percent (124 households) in 2010 to 74 percent (568 households) in 2017. Homeowners earning between \$20,000 and \$34,999, and spending more than 30 percent of income on housing, increased from 41 percent (438 households) in 2010 to 83 percent (551 households) in 2017. In 2017, 8 (0.4 percent) of renter households and 495 (10 percent) of the owner households that made over \$75,000 paid 30 percent or more of their income on housing expenses.

Table A-15. Housing Expenditure as a Percentage of Household Income						
West Sacramento, 2017						
Housing Expenditure	<\$20,000	\$20,000– \$34,999	\$35,000– \$49,999	\$50,000– \$74,999	\$75,000+	Total Households
Owners						
Less than 20%	82	190	471	549	3,081	4,373
20%–29%	84	69	151	493	1,642	2,439
30% or more	568	551	336	859	495	2,809
Total Owner Households	734	810	958	1,901	5,218	9,621
Renters						
Less than 20%	47	45	179	294	1,278	1,843
20%–29%	136	179	411	558	564	1,848
30% or more	2,077	1,086	492	394	8	4,057
Total Renter Households	2,260	1,310	1,082	1,246	1,850	7,748

Source: ACS 2013-2017

Note: Not all columns add up to 100 percent because some household housing costs were not computed (zero or negative income or no cash rent).

As shown in Table A-16, according to HUD’s Comprehensive Housing Affordability Strategy (CHAS) data, a greater percentage (70 percent) of lower-income households were renter households than owner households (33 percent). Additionally, more renter households (51 percent) than owner households (28 percent) paid 30 percent or more of their income on housing. Of those overpaying, 1,945 (24 percent) of renter households

and 1,055 (11 percent) of owner households severely overpaid for housing (defined as paying more than 50 percent of income for housing costs) for housing. Lower-income renters who used more than 30 percent of their income on housing made up 50 percent of all renter households in 2016, while lower-income owner households who used more than 30 percent of their income on housing made up 18 percent of all owner households in 2016.

Table A-16. Housing Overpayment by Tenure
West Sacramento, 2016

Household Type	Renters	As % of Total Renter Households	Owners	As % of Total Owner Households
Total households	8,165	100%	9,720	100%
Total lower income households (0-80% HAMFI)	5,730	70%	3,170	33%
Total households overpaying (more than 30%)	4,179	51%	2,750	28%
Total households severely overpaying (more than 50%)	1,945	23.8%	1,055	10.9%
Extremely Low Income (0-30%) overpaying	2,150	26%	570	6%
Income between 30%-50% overpaying	1,260	15%	540	6%
Income between 50%-80% overpaying	655	8%	680	7%
Total Lower Income renters paying more than 30%	4,065	50%	1,790	18%

Source: 2012-2016 Comprehensive Housing Affordability Strategy (CHAS)

Some households may choose to pay more than 30 percent of their income for various reasons, such as location, aesthetics, or other factors. Other households may choose to pay larger percentages of their income because they may receive tax advantages or are investing with the knowledge that their income will increase so that they pay a lower percentage of their income on a long-term basis. In contrast, extremely low-, very low-, and low-income households generally must pay a larger percentage of their income because they cannot find housing that costs less.

A household can typically qualify to purchase a home that is 2.5 to 3.0 times the annual household income, depending on the down payment, the amount of the household's other long-term obligations (such as a car loan), and available interest rates. In practice, the interaction of these factors allows some households to qualify for homes priced at more than three times their annual income, while other households may be limited to purchasing homes no more than two times their annual income. Homebuyer assistance programs that provide down payment assistance and/or below-market-rate interest rates often allow homebuyers to qualify for houses that are up to four times their incomes.

As previously noted, the area median household income for West Sacramento was \$64,664 in 2018. Assuming a \$10,000 down payment and a 4 percent interest rate, the maximum affordable purchase price for a family earning the median income would be \$249,199 (BankRate.com affordability calculator), well below the 2018 median sales price of \$375,000. Additionally, 2020 asking rents for larger housing units (3 and 4 bedrooms) range from \$1,750 to \$2,500 per month, up from \$850 to \$2,000 in 2012, which is more than a family of four earning the median income of \$64,664 per year could afford (\$1,617 or 30 percent of income).

A.1.2.4 Conclusions

In 2016, 51 percent of the city’s population was in the extremely low- (ELI), very low-, or low-income range, an increase of 4 percent from 2009. The number of ELI residents alone increased by 5 percent and above-moderate income earners increased by 8 percent between 2009 and 2016. Only 8 percent of residents were in the moderate-income range in 2016. In 2017, overpayment was more common in rental households earning less than \$35,000 than owner households with the same income. The two-bedroom rent range is notably higher than the fair market rent. This difference is likely due to the new upscale apartment developments that opened between 2015 and 2020 along the Sacramento River across from Downtown Sacramento. Home prices and rental costs in West Sacramento are increasingly unaffordable to a majority of the city’s residents. Resources such as the city’s First-Time Homebuyer Program and rental assistance programs are important tools to narrow the affordability gap for low-income and moderate-income earners and first-time home buyers.

A.1.3 EMPLOYMENT

A.1.3.1 Area Employment Profile

Employment in a community can affect the demand for housing and can influence the type of housing that is needed. Employment growth over the next decade will likely occur as a result of continued commercial and industrial development in business and industrial parks, retail businesses, and commercial services serving the growing residential West Sacramento community, and development along the Sacramento River waterfront.

In 2014, West Sacramento had a higher unemployment rate (10.7 percent) than the county as a whole and other county cities. Similarly, the city had a higher rate in 2018, with 25,003 residents in the labor force and 1,884 of those residents unemployed (7.5 percent) (Table A-17).

Table A-17. Labor Force and Employment West Sacramento, 2018				
Area	Labor Force	Number Employed	Unemployed	
			Number	Percentage
Yolo County	99,210	92,844	6,366	6.4%
West Sacramento	25,003	23,119	1,884	7.5%
Davis	32,650	30,773	1,877	5.7%
Winters	3,567	3,312	255	7.1%
Woodland	27,614	26,055	1,559	5.6%

Source: ACS 2014-2018

Table A-18 shows the educational levels of West Sacramento residents 25 years or older. Overall, higher educational attainment (associate’s degree or higher) in 2018 remained lower (38 percent) than the county as a whole (48 percent), though the percentage of the city’s population with a bachelor’s degree or higher increased since 2010. According to Bureau of Labor Statistics, persons with higher education earn more and have lower rates of unemployment.

Table A-18. Education Levels of Residents 25 Years and Older				
West Sacramento and Yolo County, 2010–2018				
Education Level	West Sacramento		Yolo County	
	2010	2018	2010	2018
Did not complete high school	18%	16%	16%	14%
High school diploma/some college	49%	46%	39%	38%
Associate’s degree	10%	8%	7%	7%
Bachelor’s degree	17%	20%	20%	21%
Graduate or professional degree	7%	10%	17%	20%

Sources: ACS 2005–2010, ACS 2014-2018

Table A-19 shows employment and median earnings in West Sacramento by job sector. The largest employment sectors include educational, health, and social services; public administration; and professional, scientific, management, administrative, and waste management services. The information; wholesale trade; and educational, health, and social services job sectors saw a loss of 33 percent, 18 percent, and 8 percent, respectively between 2010 and 2018. Agriculture, forestry, fishing and hunting, and mining; manufacturing, and retail trade job sectors saw the most growth between 2010 to 2018. Table A-20 lists the major employers in West Sacramento in 2018. Additionally, the city is within a mile of the State Capitol, with major employers in public administration and healthcare⁶; and within 15 miles of the University of California Davis, the largest employer in Yolo County, with approximately 10,000 full time employees.

Table A-19. Employment and Median Earnings							
West Sacramento, 2010–2018							
Job Sector	2010	%	2018	%	Change		Median Earnings 2018
					Number	%	
Agriculture, forestry, fishing and hunting, and mining	272	1%	473	2%	201	74%	\$30,028
Construction	1,410	7%	1,494	6%	84	6%	\$40,568
Manufacturing	947	4%	1,527	6%	580	61%	\$48,915
Wholesale trade	964	5%	795	3%	-169	-18%	\$42,167
Retail trade	1,756	8%	2,511	11%	755	43%	\$22,270
Transportation and warehousing, and utilities	1,172	5%	1,470	6%	298	25%	\$56,080
Information	480	2%	323	1%	-157	-33%	\$78,915
Finance, insurance, real estate, and rental and leasing	1,384	6%	1,505	6%	121	9%	\$49,307
Professional, scientific, management, administrative, and waste management services	2,260	11%	2,737	12%	477	21%	\$43,657
Educational, health, and social services	4,692	22%	4,317	18%	-375	-8%	\$43,006
Arts, entertainment, recreation, accommodation, and food services	1,917	9%	2,159	9%	242	13%	\$17,051
Other services (except public administration)	1,263	6%	1,310	6%	47	4%	\$24,089
Public administration	2,805	13%	3,145	13%	340	12%	\$64,262

Source: ACS 2006–2010; ACS 2014-2018

⁶ State of California Employment Development Department Employment Development Department Major Employers in Sacramento County at <https://www.labormarketinfo.edd.ca.gov/majorer/county/majorer.asp?CountyCode=000067>

Table A-20. Major Employers West Sacramento, 2018	
Employer	Employees
Washington Unified School District	1,277
California State Teachers Retirement System	1,112
Ambius Sacramento	850
Walmart Supercenter	800
Tony's Fine Foods/UnFi	700
United Parcel Service	500
California Department of General Services	410
Blazona Construction	400
Aetna	400
ABM Janitorial	400
Raley's/Bel Air Markets Headquarters	400
Occupational Urgent Care Health Systems	380
City of West Sacramento	371
Hunter Douglas	330
IKEA	313
Beckman Coulter Inc.	300
Fed Ex Freight	300
KOVR/KMAX TV Ch. 31/CBS 13	240
Cal Works Employment Services	160
Ramos Oil Company Inc.	150
Quad Graphics	150
Holt of California	150
Atlas Copco Compressors	150
Target	150
Bayer Crop Science	150

Source, City of West Sacramento, 2018 <https://www.cityofwestsacramento.org/home/showdocument?id=7769>

Table A-21 lists the number of establishments and employees by job sector in Yolo County as of 2017. The number of employees in Yolo County was 66,001. The largest number of job sector employees were in accommodation and food services, retail trade, and health care and social assistance.

Table A-21. County Business Patterns
Yolo County, 2017

Business Type	Establishments	Employees	%
Accommodation and food services	451	9,883	15%
Retail trade	486	7,863	12%
Health care and social assistance	424	7,373	11%
Wholesale trade	283	6,887	10%
Transportation and warehousing	195	6,704	10%
Manufacturing	166	5,884	9%
Professional, scientific, and technical services	461	3,726	6%
Construction	329	3,501	5%
Other services (except public administration)	412	2,782	4%
Administrative and support and waste management and remediation services	195	2,727	4%
Real estate and rental and leasing	302	1,689	3%
Arts, entertainment, and recreation	66	1,429	2%
Information	80	1,402	2%
Management of companies and enterprises	26	1,274	2%
Finance and insurance	182	1,109	2%
Utilities	6	637	1%
Educational services	53	621	1%
Agriculture, forestry, fishing and hunting	23	392	1%
Mining, quarrying, and oil and gas extraction	11	111	0%

Source: US Census Economic Analysis Surveys, County Business Patterns (CBP) 2017.

A.1.3.2 Conclusions

The city has jobs in a variety of job sectors. Additionally, the city is within a mile of the State Capitol, with major employers, and within 15 miles of the University of California Davis, the largest employer in Yolo County. However, the unemployment rate in West Sacramento continues to be higher than that of the county as a whole and the median household income is less. Higher education levels are also lower than in the county overall. Along with programs aimed at providing housing for lower- and moderate-income households, the city may consider working with local educational facilities to increase opportunities for education or coordinate with vocational training schools to help residents develop the skills needed for jobs located in the city and surrounding area.

A.1.4 SPECIAL HOUSING NEEDS

The State of California identifies certain types of persons and households as having special housing needs. It may be more difficult for these households to find suitable housing within the community. Special needs populations include seniors, persons with disabilities, large families, single mothers, farmworkers, and the homeless.

A.1.4.1 Seniors

Older adults (seniors) are defined as individuals 65 years of age or older. However, the age requirements for senior programs can vary, with some programs available to individuals as young as 55. Seniors may have special needs related to changes in income (retirement), lifestyle, and declining mobility and self-care capability. Many older adults, even those who own their own homes, face financial challenges. Unless individuals have accumulated wealth through savings and investments, they must rely on reduced incomes from sources such as Social Security or other retirement benefits. As shown in Table A-22, approximately 8 percent of West Sacramento residents with an income below the poverty level rate are seniors, most of them females. Out of 5,627 residents 65 years or older in 2018, approximately 13 percent (703) of seniors in West Sacramento have incomes below the poverty level.

Table A-22. Seniors with Income Below the Poverty Level				
West Sacramento, 2018				
Income Below Poverty Level	Number	Percentage	Male	Female
Total Population Below Poverty	8,607	100%	3,907	4,700
65 to 74	457	5%	216	241
75+	246	3%	51	195
Total 65+ below poverty	703	8%	267	436

Source: ACS 2014-2018

Senior housing includes a wide range of facility types. Private communities, often called “active senior communities,” are developed for healthy retirees or near-retirees and typically consist primarily of single-family homes surrounding a golf course or other large recreational amenity. Other senior housing, such as assisted living communities, is more suitable for older seniors and/or seniors with limited mobility or self-care capabilities. Older adults face declining mobility and self-care capabilities, and these physical challenges may require special housing design and support services.

Although as a group, post-retirement adults have lower poverty rates than the population as a whole, they also have lower incomes. Some older adults may need financial assistance related to:

- Repair and maintenance of their homes.
- Modifications to existing homes to better meet mobility and self-care limitations, such as adding access ramps and handlebars in the shower.
- Rising rental housing costs for those who do not own their homes.
- Supportive services to meet daily needs, such as those provided at assisted care residences.

As shown in Table A-23, there were 3,532 senior-headed (65 years or older) households in West Sacramento in 2017 (20 percent of all households in West Sacramento), 66 percent of which were homeowners. This is up from 2010 with 17 percent of all households being senior-headed households, 59 percent of which were homeowners.

Table A-23. Senior Households by Tenure West Sacramento, 2017			
Age of Householder	Owners	Renters	Total
65–74	1,474	818	2,292
75–84	579	225	804
85+	294	142	436
Total	2,347	1,185	3,532

Source: ACS 2013–2017

There are a number of residential elderly care facilities in West Sacramento, as well as four affordable, senior independent-living housing developments with 307 units combined (Table A-24). However, there are fewer residential elderly care facilities (20 fewer beds) than noted in the prior Housing Element update.

Table A-24. State Department of Social Services Licensed Elderly Care Facilities and affordable Senior independent-Living Housing West Sacramento, 2020			
Name	Address	License Status	Number of Beds
Residential Care for the Elderly			
Almanor Lake View	3610 Almanor Road	Licensed	6
Anisia's Healthy Living	1904 Michigan Boulevard	Licensed	6
Bridgeway Care	2512 Meadowlark Circle	Licensed	6
Grand River Care Center - West	509 Michigan Boulevard	Licensed	30
Harbor Comfort Home	460 Shaver Court	Licensed	4
Lake View Villa	3865 Collins Street	Licensed	6
Modern Care and Living, LLC	2472 Starling Lane	Licensed	6
St. Claire's Home for the Elderly	2551 Meadowlark Circle	Licensed	6
Affordable Senior Independent Living Housing			
Eskaton Wilson Manor	2140 Evergreen Avenue	NA	53 units
Margaret McDowell Manor	1525 Merkley Avenue	NA	72 units
Riverbend Manor	664 Cummins Way.	NA	63 units
Rivers Senior Apartments	750 Dorothy Adamo Lane	NA	119 units and 1 manager's unit

Source: State of California Community Care Licensing Division

As the number of senior residents increases in West Sacramento, there will likely be increased demand for elderly care facilities and affordable housing units.

A.1.4.2 Female Heads of Household

Female-headed families include a variety of household types, but two groups are particularly likely to have special housing needs or challenges: single, elderly women and single mothers and grandmothers with minor children. These groups typically have lower incomes and/or specific physical needs related to housing (such as housing close to public transportation, childcare, or assisted living support for older adults). Single mothers tend to have difficulty in obtaining suitable, affordable housing.

As shown in Table A-7, between 2010 and 2017 the number of female-headed households decreased in both West Sacramento and Yolo County overall. The number of female-headed households in West Sacramento, both with and without children, decreased by 5 percent and 12 percent, respectively, since the last Housing Element update. Of the 18,000 households in West Sacramento in 2017, 13 percent (2,292 households) were female-headed family households, and 69 percent of those (1,581 or 9 percent of all households) included children. According to the ACS 2013-2017, 28 percent (636) of female headed households, including 588 of those with children, had an income under the poverty level. Thirty-seven percent of female headed households with children were under the poverty level (3 percent of all households in the city) in 2017. In comparison, there were 715 male-headed family households with children and 4,637 married-couple family households with children in 2017. Ten percent or 470 of the married couple households with children (3 percent of all households in the city) and 34 percent or 242 of male-headed households with children (1 percent of all households in the city) were below the poverty level.

According to ACS 2014-2018, the 2018 median income for female-headed family households without children was \$37,609, and with own children under 18 years old, \$30,348. In comparison, the median income for male-headed family households was \$72,219, and those with own children \$76,731 – significantly higher than for female-headed households. For married couple families in West Sacramento the median income was \$84,225, and for those with children, the median income was \$86,201. As a result of lower incomes than married couple and male-headed households, female heads of households often spend more on immediate needs (such as food, clothing, transportation, and medical care) than on home maintenance. These households would benefit from affordable housing, as well as affordable childcare and job training programs, and home rehabilitation assistance.

A.1.4.3 Extremely Low-Income Households

Extremely low-income (ELI) households are those earning 30 percent or less of the area median income and have the biggest challenge in finding affordable housing. In 2020, the upper limit of the ELI income category is \$27,750 for a family of four. These households typically include seniors on social security, individuals with disabilities, single parents, and low-wage workers. Some extremely low-income individuals and households are homeless. ELI households often have a combination of housing challenges related to income, credit status, disability or mobility status, family size, household characteristics, supportive service needs, or a lack of affordable housing opportunities.

According to the 2016 CHAS data, approximately 18 percent (3,290) of West Sacramento households were ELI households. Seventy-nine percent (2,585) of ELI households were renters and 21 percent (705) were homeowners (See Table A-16). For this Housing Element update, an additional 2,287 very low-income housing units will be needed for the current planning period, half (1,144 units) for ELI households.

ELI households experience a high degree of housing problems, which CHAS defines as a cost burden greater than 30 percent of household income, overcrowding, and/or incomplete kitchen or plumbing facilities. According to this definition, in 2016 approximately 83 percent (2,150) of ELI renter households and 81 percent (570) of ELI owner households in the city had a housing cost burden (spending more than 30 percent of income for housing). Out of these ELI households, 1,570 renter households and 400 owner households were severely overpaying (more than 50 percent of income).

A.1.4.4 Large Families

It may be difficult for some large families in West Sacramento to find affordable homes. Large families are defined as households of five or more related individuals. Large families often face special challenges in the housing market because they need housing of sufficient size (three or more bedrooms) and do not always have the level of income needed to purchase or rent such housing. As a result, large families tend to have higher rates of overcrowding and overpayment.

Many large families are immigrants and/or minorities who face additional housing challenges as a result of discrimination and/or limited language proficiency. According to the ACS 2013-2017, West Sacramento was home to 2,407 family households of five or more persons, about 13 percent of all households (slightly more than the percentage of large families countywide), in 2017. There were 1,221 owner-occupied households of five or more persons and 1,186 renter-occupied households of five or more persons in the city.

A.1.4.5 Persons with Disabilities

According to ACS 2013-2017, approximately 12 percent (6,273) of the city’s 52,308 non-institutionalized residents had a physical disability, cognitive disability, and/or self-care limitations (403 children and 5,870 adults). Approximately 42 percent (2,654) of these residents (nearly all of them adults) had an ambulatory disability, which impairs an individual’s ability to walk or climb stairs (see Table A-25). Nearly 40 percent (2,513) of the city’s adult population with disabilities and/or limitations had difficulty living independently, and roughly half of them (1,223 residents) were 65 years of age or older. Residents with difficulty living independently made up five percent of the city’s total non-institutionalized adult population in 2017. Table A-26 shows persons with disability by employment status.

Table A-25. Persons with Disabilities by Disability Type and Age West Sacramento, 2017					
	Under 18	18-64	65 and over	Total	Percentage
Persons with a Disability(ies)	403	3,299	2,571	6,273	100%
Hearing Difficulty	128	756	957	1,841	29%
Vision Difficulty	83	640	468	1,191	19%
Cognitive Difficulty	185	1,613	637	2,435	39%
Ambulatory Difficulty	63	1,277	1,314	2,654	42%
Self-Care Difficulty	73	499	487	1,059	17%
Independent Living Difficulty (18-65+)	n/a	1,290	1,223	2,513	40%

Source: ACS 2013-2017

Individuals with disabilities or self-care limitations may require special housing accommodations or other assistance, such homes with universal design and accessibility features, and have several special needs that distinguish them from the population at large:

- Individuals with physical disabilities (for instance, those confined to wheelchairs) may require special accommodations or modifications to their homes to allow for continued independent living. Such modifications are supported by the Americans with Disabilities Act and Title 24 of the California Government Code.

- Individuals with self-care limitations (which can be defined as mobility difficulties) may require residential environments that include in-home or on-site support services, group homes with limited staffing or services, or more comprehensive residential care facilities. Support services can include medical therapy, daily living assistance, congregate dining, and related services.
- Individuals with developmental disabilities and other physical and mental conditions that prevent them from functioning independently may require assisted care or group home environments.
- Individuals with disabilities may require financial assistance to meet their housing needs because a higher percentage of these individuals are low income compared to the population at large, and their special housing needs are often more costly than conventional housing.

Some people with physical and/or self-care limitations can live with their families, who can assist in meeting housing and daily living needs. However, a segment of the disabled population, particularly low-income and retired individuals, may not be able to pay for needed accommodations or modifications to their homes. Disabled persons often require special housing features to accommodate physical limitations. Some disabled persons may experience financial difficulty in locating suitable housing because of the cost of modifications to meet their daily living needs or may find it difficult to find appropriate housing near places of employment. Although California law (Title 24) requires that all public buildings be accessible to the public⁷ not all available housing units have these features. In addition, there are other types of physical and design modifications that may be necessary to accommodate various types of disabilities.

Table A-26 Persons with Disability by Employment Status West Sacramento, 2017		
	Number	Percent
Total Population Aged 18 to 64 years:	32,648	100%
In the labor force:	24,881	76%
Employed:	22,909	70%
With a disability	1,105	3%
No disability	21,804	67%
Unemployed:	1,972	6%
With a disability	226	1%
No disability	1,746	5%
Not in labor force:	7,767	24%
With a disability	1,968	6%
No disability	5,799	18%

A.1.4.6 Developmental Disabilities

Senate Bill (SB) 812 requires that the city include an analysis of the special housing needs of residents with developmental disabilities. According to Section 4512 of the Welfare and Institutions Code, “developmental disability” means a disability that originates before an individual is 18 years of age, continues or can be expected to continue indefinitely, and constitutes a substantial disability for that individual, which includes

⁷ Accessibility may be accomplished through ramps, large doors, or restroom modifications to enable disabled access.

intellectual disability, cerebral palsy, epilepsy, and autism. This term also includes disabling conditions found to be closely related to an intellectual disability or to require similar treatment to that required for individuals with an intellectual disability but does not include other handicapping conditions that are solely physical in nature.

Many developmentally disabled persons can live and work independently within a conventional housing environment where supervision is provided. The most severely affected individuals may require an institutional environment where medical attention and physical therapy are provided. Because developmental disabilities exist before adulthood, the first issue in supportive housing for the developmentally disabled is the transition from the person’s living situation as a child to an appropriate level of independence as an adult.

The California Department of Developmental Services (DDS) provides community-based services to approximately 330,000 persons with developmental disabilities and their families through a statewide system of 21 regional centers. The Alta Regional Center, located in Sacramento, is one of 21 regional centers in California that provides point of entry services for people with developmental disabilities. The center is a private, nonprofit community service agency that contracts with local businesses to offer a wide range of services to individual with development disabilities and their families.

The Alta Regional Center serves a total of 481 developmentally disabled persons in West Sacramento. Table A-27 shows the number of developmentally disabled children and adults by city zip code.

Table A-27. Developmentally Disabled Persons by Age Group Served by Alta Regional Center			
West Sacramento, 2020			
ZIP Code	0 to 17	18+	Total
95605	66	70	136
95691	178	167	345
Total	244	237	481

Sources: DDS, June 2020

A number of housing types are appropriate for people living with a developmental disability: rent- subsidized homes, licensed and unlicensed single-family homes, inclusionary housing, Housing Choice Vouchers, special programs for home purchase, HUD housing, and SB 962 (Adult Residential Facility for Persons with Special Health Needs) homes. The design of housing, including accessibility modifications, the proximity to services and transit, and the availability of group living opportunities represent some of the types of considerations that are important in serving this need group. Incorporating barrier-free design in all new multi-family housing (as required by California and Federal Fair Housing laws) is especially important to provide the widest range of choices for disabled residents. Special consideration should also be given to the affordability of housing, as people with disabilities may be living on a fixed income. Table A-28 shows the number of developmentally disabled persons by residence type and zip code in West Sacramento, with the majority living in the home of a parent, other family or guardian.

Table A-28. Developmentally Disabled Persons by Residence Type West Sacramento, 2020							
ZIP Code	Home of Parent/Family/Guardian	Independent/Supported Living	Community Care Facility	Intermediate Care Facility	Foster/Family Home	Other	Total
95605	107	28	0	0	<11	0	>135
95691	296	37	<11	0	0	<11	>333
Total	403	65	<11	0	<11	<11	>468

Source: DDS, June 2020.

A.1.4.7 Farmworkers

Farmworkers and day laborers are an essential component of California’s agriculture industry. Farmworkers are traditionally defined as persons whose primary incomes are earned through permanent or seasonal agricultural labor. Permanent farm laborers work in the fields, processing plants, or support activities on a generally year-round basis. Farmers and farmworkers are the keystone of the larger food sector, which includes the industries that provide farmers with fertilizer and equipment; farms to produce crops and livestock; and the industries that process, transport, and distribute food to consumers. Farmworker households are often comprised of extended family members and, as a result, many farmworker households tend to have difficulties securing safe, decent, and affordable housing. Farmworker households tend to have high rates of poverty and overcrowding.

Yolo County is part of a productive agricultural region. As illustrated in Table A-29, 4,506 farmworkers were employed on 467 farms in Yolo County in 2017. Of these agricultural workers, approximately 58 percent (2,600 farmworkers) worked more than 150 days per year.

Table A-29. Farmworker Data Yolo County, 2017			
Farms	Total Workers	Permanent (Workers > 150 Days)	Seasonal (Workers < 150 Days)
467	4,506	2,600	1,906

Source: 2017 USDA Agricultural Census.

As agricultural land in and around West Sacramento is developed, there is relatively less of a need to accommodate farmworker housing. Specific data on the number of farmworkers in a community is not systematically collected; as a result, it is difficult to assess the precise needs of this group. As of this writing, new data regarding farmworkers and those employed in agricultural occupations was not available. According to ACS 2014-2018, there are likely few residents employed in agricultural occupations in West Sacramento with only 2 percent of the city’s total labor force employed in farming, forestry, fishing, and hunting occupations (see Table A-19). The percentage of the city’s labor force in these industries has been ranging between 1 and 2 percent since 2000. In 1990, these occupations made up 5 percent of the employed population. The likelihood that migrant farmworkers will need housing in West Sacramento is low.

As land presently used for agriculture in West Sacramento is developed, there will be a declining need for seasonal farm labor; therefore, the city does not anticipate that migrant farmworker housing will be needed. In 2018, only 12 percent of the overall county labor force in agriculture, forestry, fishing, hunting, and mining industries resided in West Sacramento with most persons employed in these occupations residing in Woodland (40 percent) and unincorporated Yolo County (34 percent) (Table A-30).

Table A-30. Farmworker Jobs of Resident Population Yolo County and West Sacramento 2018						
Job Sector	Yolo County Overall	West Sacramento	Davis	Winters	Woodland	Unincorporated Yolo County
Agriculture, forestry, fishing and hunting, and mining	3,926	473	314	489	1,567	1,353

Source: ACS 2014-2018

To address the regional needs of the farmworker community, the Yolo County Housing Authority operates three state-owned migrant farmworker facilities: the Madison, Dixon, and Davis Migrant Housing Centers. The Madison Migrant Housing Center is located in the community of Madison, about 11 miles west of Woodland, and can accommodate up to 88 families during the agricultural season (early April to late October). The Dixon Migrant Housing Center is located on Radio Station Road, approximately four miles from downtown Dixon, and can accommodate up to 82 families. The Davis Migrant Housing Center has 62 units available to farmworker families. In recent years, these facilities have not been fully occupied even during peak periods, with the Davis center typically about two-thirds full.

A.1.4.8 Homeless Persons

The nature of the homeless population makes exact counting difficult. Homeless individuals and families move around and are not always visible on the street, so it is difficult to get an accurate count of homeless persons in a community. Yolo County periodically conducts point in time homeless counts to understand the magnitude and nature of homelessness in the county. Table A-31 presents data from the counts. The number of homeless persons counted increased from 474 persons in 2013 to 655 persons in 2019, a 38-percent increase. The most significant increase was between 2017 and 2019 (459 to 655). Approximately 61 percent of those counted in 2019 were unsheltered (outside, in a car/camper, in building not meant for sleeping), 27 percent were chronically homeless, and 5 percent were veterans. Out of the 525 homeless households reported in 2019, 93 percent (488) were households without children and 7 percent (37) were households with children.

Yolo County also provided point in time homeless counts for the City of West Sacramento. As illustrated in Table A-31, at the time of the survey in 2019, approximately 192 homeless persons were counted, an increase of 16 percent since 2013. Of the 192 homeless individuals, 46 were children and 146 were adults. All 46 children were sheltered. Out of the 146 adults, 85 were unsheltered, 51 (35 percent) had a physical illness or disability (17 unknown), 51 (35 percent) had a substance abuse problem (20 unknown), 45 (31 percent) had serious mental illness (21 unknown), and 21 (14 percent) had a developmental disability (20 unknown). Out of those unsheltered, 26 were female, 51 male, 1 transgender (male to female), and 3 unknown. Of the 120 homeless households in 2019, 16 percent (19) were with children. Overall, the majority of homeless in West Sacramento are sheltered compared to 2013, when the majority were unsheltered, and there are fewer homeless households with children. The majority of homeless that were sheltered in 2019 (87 residents) were in an emergency shelter and 20 were in transitional housing.

Homelessness is caused by a number of social and economic factors, including a breakdown of traditional social and family relationships, unemployment, a shortage of affordable housing, domestic violence, substance abuse, and mental illness. By definition, a homeless person lacks consistent, permanent shelter. Homeless individuals include residents (those remaining in the area year-round), and transients (those that move around to various communities).

Homeless people include a wide variety of individuals and families, including single adult males, runaway minors, women and their children escaping domestic violence, and elderly adults. A growing number of homeless people in the Sacramento area are individuals and families who have full-time jobs, but do not have sufficient income or savings to obtain suitable housing because of high initial costs or monthly payments.

Emergency shelters can address the short-term needs of homeless people for shelter. Emergency shelters do not, however, provide a permanent solution to homelessness or address its underlying causes. Long-term solutions that address the underlying causes of homelessness may involve medical treatment and ongoing monitoring, support services, education, job training, and childcare. The existence of support services to address the causes of homelessness does not necessarily solve homelessness issues. Homeless individuals must voluntarily seek such services, and the availability of services must match the local need.

In contrast to emergency shelters, transitional housing is designed to remove the base causes of homelessness. Shelter is provided for an extended period of time, and is combined with other social services and counseling to assist in the transition to self-sufficiency and independent living. Table A-32 describes number of beds for emergency, safe haven, transitional, and permanent housing in Yolo County.

Table A-31. Homeless Survey						
Yolo County and West Sacramento						
Group	Yolo County				City of West Sacramento	
	2013	2015	2017	2019	2013	2019
Sheltered ¹	276	304	250	258	39	107
Unsheltered ¹	198	194	209	397	126	85
Total	474	498	459	655	165	192
Chronically Homeless ²	134	87	174	175	77	57
Veterans ²	44	44	28	35	19	14
Households with Children ²	36	42	40	37	33	19

Source: ¹Yolo County Homeless and Poverty Action Coalition. ² HUD 2005-2019 Continuum of Care Homeless Assistance Programs-Housing Activity Reports.

Table A-32. Continuum of Care Homeless Assistance Programs						
Housing Inventory Count Report 2019						
Yolo County						
	Family Units	Family Beds	Adult-Only Beds	Total Year-Round Beds	Seasonal Beds	Overflow/Voucher Beds
Emergency, Safe Haven and Transitional Housing	39	143	125	268	55	15
Emergency shelter	30	111	98	209	55	15
Transitional housing	9	32	27	59	n/a	n/a
Permanent Housing	82	244	131	375	n/a	n/a
Permanent Supportive Housing	13	39	103	142	n/a	n/a
Rapid Re-Housing	69	205	28	233	n/a	n/a
Grand Total	121	387	256	643	55	15

Source: HUD 2005-2019 Continuum of Care Homeless Assistance Programs-Housing Inventory Count Report

A.1.4.9 Conclusions

West Sacramento has a significant number of residents who may have special housing needs, including seniors, female-headed households, extremely low-income households, large families, homeless people, and persons with disabilities. There is significant overlap among these groups, and residents may be in more than one category.

- The city continues to have a larger percentage of senior households than the county and there is a continuing need for programs to assist seniors with aging in place, such as housing modification/repair or utility assistance. The city will continue to offer low-interest loans through the Residential Rehabilitation Program.
- Female-headed households need affordable housing which can accommodate their families in locations close to childcare and other services. The city will continue to pursue funding and work with nonprofit developers to encourage the development of affordable family housing near services.
- Low-income households and large families may need affordable rental units. The city will continue to identify funding sources and work with nonprofit housing organizations to create housing opportunities for low-income households.
- Persons with disabilities may need assistance making necessary modifications to their homes, or with finding accessible housing units.
- Homelessness continues to be a concern in the city, with a large proportion of homeless individuals living outside of shelters. The city will continue to allow for the development of emergency shelters and transitional housing where appropriate and participate in the Yolo County Homeless Services Coordination Program to identify solutions and strategies to assist homeless persons in the city.
- Very few West Sacramento residents are employed as farmworkers, and farmworker housing does not appear to require a targeted housing program.

A.1.5 HOUSING CHARACTERISTICS

A.1.5.1 Housing Composition

In 2019, DOF estimated there were 20,049 housing units in West Sacramento, an increase of 7 percent (1,368 units) since 2010. The housing stock in West Sacramento grew at a greater rate than that of the county as a whole, which had a 5-percent increase in housing units for the same period. As shown in Table A-33, most homes added in West Sacramento between 2010 to 2019 were single-family detached (714 units). As of 2019, 62 percent of the city's housing stock is single-family detached homes. The greatest percentage change, however, was for housing units with five plus units, which increased by nearly 20 percent between 2010 and 2019 with 634 added units.

Table A-33. Housing Unit Estimates
West Sacramento and Yolo County, 2010 and 2019

Year	Single-Family				Multi-Family				Mobile Homes		Total
	Detached		Attached		2-4 Units		5+ Units		Number	%	
	Number	%	Number	%	Number	%	Number	%			
West Sacramento											
2010	11,706	63%	1,015	5%	1,251	7%	3,204	17%	1,505	8%	18,681
2019	12,420	62%	1,017	5%	1,263	6%	3,838	19%	1,511	8%	20,049
Change	714	6%	2	0%	12	1%	634	20%	6	0%	1,368 (7%)
Yolo County											
2010	43,882	59%	4,697	6%	6,547	9%	15,265	21%	3,517	5%	73,908
2019	46,185	59%	4,870	6%	6,577	8%	16,500	21%	3,547	5%	77,679
Change	2,303	5%	173	4%	30	0%	1,235	8%	30	1%	3,771 (5%)

Source: DOF, E-5 Population and Housing Estimates for Cities, Counties, and the State, 2010-2019, Sacramento, California, May 2019.

A.1.5.2 Housing Unit Size

The relationship between housing unit size (as measured by number of bedrooms) and household size has important implications for overcrowding and housing affordability. Table A-34 shows the number of housing units in West Sacramento by number of bedrooms based on the ACS 2014-2018. Units with three bedrooms comprised 46 percent of the owner-occupied homes. Among renter-occupied units, two bedrooms were most common (35 percent).

Table A-34. Number of Bedrooms per Housing Unit
West Sacramento and Yolo County, 2018

	West Sacramento		Yolo County	
	Number of Units	Percentage	Number of Units	Percentage
Owner-Occupied	9,884	54%	38,013	52%
Studio	27	0%	128	0%
1 bedroom	192	2%	499	1%
2 bedrooms	1,713	17%	4,934	13%
3 bedrooms	4,586	46%	18,488	49%
4 bedrooms	2,482	25%	11,195	30%
5+ bedrooms	884	9%	2,769	7%
Renter-Occupied	8,290	46%	35,497	48%
Studio	399	5%	1,641	5%
1 bedroom	2,123	26%	8,217	23%
2 bedrooms	2,890	35%	12,818	36%
3 bedrooms	1,995	24%	9,475	27%
4 bedrooms	739	9%	2,802	8%
5+ bedrooms	144	2%	544	2%

Source: ACS 2014-20018.

A.1.5.3 Vacancy Rate

Vacancy rates are the percentage of housing units that are unoccupied at a given time. The vacancy rate in West Sacramento for all housing units (including seasonal and “other” vacant homes neither for sale or rent) was approximately 6 percent in 2017 and 5 percent countywide (see Table A-35). Excluding seasonal and other vacant, the vacancy rate was 2.5 percent in West Sacramento. In 2017, the homeowner and rental vacancy rates in West Sacramento were 2.6 percent and 2.3 percent, respectively. A rate of 3 to 5 percent is generally considered an indication of a healthy housing market.

Table A-35. Housing Occupancy West Sacramento and Yolo County, 2017				
	West Sacramento	%	Yolo County	%
Occupied housing units	18,000	94%	72,845	95%
Vacant housing units	1,067	6%	4,071	5%
Total housing units	19,067	100%	76,916	100%
Homeowner vacancy rate		2.6%		1.2%
Rental vacancy rate		2.3%		2.5%
Homeowner and Rental Vacancy rate		2.5%		1.9%

Source: ACS 2013-2017 Tables B25002 and B25004.

A.1.5.4 Overcrowding

Overcrowding occurs when a household’s living area is too small to meet the needs of the household. HUD defines “overcrowded” units as having more than one person per room (excluding bathrooms and kitchens) and “severely overcrowded” units as having more than 1.5 persons per room. The level of overcrowding is a measure of the ability of the housing stock to adequately accommodate residents. A high overcrowding rate can cause the quality of life within a community to deteriorate and can result in accelerated deterioration of the housing stock.

Overcrowding typically results when either (1) the cost of available housing with a sufficient number of bedrooms for larger families exceeds the family’s ability to afford such housing, or (2) unrelated individuals (such as students or low-wage, single adult workers) share dwelling units because of high housing costs.

As shown in Table A-36, overcrowding is more prominent among renters. Approximately 10 percent (821) of West Sacramento renter-occupied units are overcrowded with more than one person per room, whereas about 2 percent (146) of owner-occupied units have more than one person per room. Approximately 4 percent (297) of renter-occupied units and 1 percent (56) of owner-occupied units in West Sacramento are severely overcrowded.

Table A-36. Persons per Room in Occupied Housing Units West Sacramento and Yolo County, 2017								
Number of Persons per Room	West Sacramento				Yolo County			
	Owner-Occupied		Renter-Occupied		Owner-Occupied		Renter-Occupied	
	Number of Units	%	Number of Units	%	Number of Units	%	Number of Units	%
1.00 or less	9,541	98%	7,492	90%	36,946	98%	32,031	91%
1.01 to 1.50	90	1%	524	6%	562	1%	2,265	6%
1.51 or more	56	1%	297	4%	301	1%	740	2%
Overcrowded	146	2%	821	10%	863	2%	3,005	9%

Source: ACS 2013-2017 Table B25014.

A.1.5.5 Age of Housing Stock

The year in which a structure was built can indicate the condition of housing. Older homes may be in greater need of maintenance or repairs. Housing units begin to reach structural obsolescence between 30 and 40 years of age unless they are properly maintained and upgraded. Many homes in West Sacramento are older than 40 years old and may be in need of repair.

As shown in Table A-37, as of 2017, nearly half of the city’s housing stock was built before 1980. The city experienced significant housing growth in the early 2000s with approximately 34 percent of the city’s housing stock constructed between 2000 and 2009, compared to 18 percent in the county overall.

Table A-37. Age of Housing Units West Sacramento, 2017				
Year Constructed	West Sacramento Units	Percentage	Yolo County Units	Percentage
1939 or earlier	767	4%	3,934	5.1%
1940–1949	1,168	6%	2,,675	3.5%
1950–1959	3,509	18%	8300	10.8%
1960–1969	1,703	9%	8,991	11.7%
1970–1979	2,055	11%	14,804	19.2%
1980–1989	1,467	8%	11,060	14.4%
1990–1999	1,616	9%	11,372	14.8%
2000–2009	6,392	34%	13,703	17.8%,
2010 or later	390	2%	2,077	2.7%
Total	19,067	100%	76,916	100%

Source: ACS 2013-2017 Table DP04.

A.1.5.6 Housing Condition

The city conducted a survey of West Sacramento housing conditions in 2020. The City identified the neighborhoods with the oldest housing stock and surveyed approximately one of every three housing units or structures within these areas. As shown in Table A-37, the survey evaluated 1,152 housing structures and found just over half to be in good or sound condition. Approximately 82 percent were in sound condition, 18 percent were in need of moderate rehabilitation or minor repair, and just 1 percent of units were dilapidated or in need of substantial rehabilitation.

Table A-37. 2008 Housing Conditions Survey Results
West Sacramento, 2008

Housing Condition	Housing Units	Percentage
Sound	940	82%
Minor Repair	124	11%
Moderate Repair	81	7%
Substantial Repair	6	1%
Dilapidated	1	<1%
Total	5,273	100%

A.1.5.7 Conclusions

In 2017, West Sacramento was home to 2,407 family households of five or more persons, about 13 percent of all households (slightly more than the percentage of large families countywide). There were 1,221 owner-occupied households of five or more persons and 1,186 renter-occupied households of five or more persons in the city. However, units with three bedrooms comprised 46 percent of the owner-occupied homes. Among renter-occupied units, two bedrooms were most common (35 percent). Overcrowding is more prominent among renters

Vacancy rates based on homes available to rent or purchase indicate that families may find it more difficult to find the appropriate home for sale but more so to rent and may have to look outside the city for increased choices. Based on results from the housing conditions survey, approximately 20 percent of the city’s housing units are in need of at least minor repair.

A.1.6 SUBSIDIZED UNITS AT RISK OF CONVERTING TO MARKET RATE RENTS

A.1.6.1 Inventory of Assisted Units

Over the past several decades, hundreds of thousands of affordable rental housing units have been constructed in California with the assistance of federal, state, and local funding (loans or grants) that restrict rents and occupancy of units to low-income households for specified periods of time. Once the period of rent/occupancy expires, a property owner may charge market rents. Low-income occupants are often displaced when rents rise to market levels. The Housing Element must identify any publicly assisted rental units eligible for conversion and include a program to address their preservation, if possible.

The inventory of assisted units includes a review of housing projects developed with financing from federal, state, and/or local programs, including programs from HUD, the California Housing Finance Agency, state and local bond programs, redevelopment programs, and local incentive programs (inclusionary, density bonus, or other incentive programs that result in income-restricted housing).

SACOG, in collaboration with California Housing Partnership Corporation, provided an inventory of federally subsidized rental units at risk of conversion. As shown in Table A-38, there is one affordable property at risk of converting to market rate in this planning period. The at-risk property, Margaret McDowell Manor, offers 72 Section 8-assisted units, and the HUD Project Based Rental Assistance contract expires on July 31 2021, at which time project management will seek to renew the existing contract. The property is owned by a nonprofit organization and is considered to have a low risk of converting to market rate.

Concurrently, the City maintains an affordable housing restrictive covenant associated with the project – the 55-year term associated with the covenant expires in August of 2053

Table A-38. Affordable Housing Units at Risk of Converting to Market Rate						
Name and Location	Owner	Type	Units	Financing	Term Date	Risk
Margaret McDowell Manor 1525 Merkley Avenue	Nonprofit	Rental	72	Prac/202	7/31/2021	Low Risk
Total units at risk			72			

Note: "Prac/202" is capital advance grant with a project rental assistance contract for operational expenses.
Source: HCD October 2019.

A.1.6.2 Preservation Options

Transfer of Ownership

Long-term affordability of low-income units can be secured by transferring ownership of these projects to nonprofit or for-profit affordable housing organizations. By doing so, these units would be eligible for refinancing using a range of affordable housing financing programs, including low-income housing tax credits and tax-exempt mortgage revenue bonds that ensure affordability for at least 55 years from the time of funding. Most of these transactions also include rehabilitation of the project to modernize the property and to extend the useful life of the major systems. Upon review of prior projects that have been acquired and refinanced, the cost of acquiring and rehabilitating these affordable housing units is estimated to cost \$8,359,200 for a 72-unit housing project or \$116,100 per unit.

A.1.6.3 Purchase of Affordability Covenant

Another option to preserve the affordability of at-risk projects is to provide an incentive package to owners to maintain the projects as low-income housing. Incentives could include writing down the interest rate on the remaining loan balance in the form of a payment to the project lender and/or supplementing the fair market rent to market levels, if market rents are substantially more than the HUD allowed fair market rent. It is difficult to estimate the cost of purchasing affordability covenants due to the number of variables in such a purchase.

A.1.6.4 Replacement Costs / Cost Comparisons

Government Code Section 65583(a)(8)(B) requires the analysis of at-risk housing to identify “the total cost of producing new rental housing that is comparable in size and rent levels, to replace the units that could change from low-income use, and an estimated cost of preserving the assisted housing developments.”

To estimate replacement housing costs for units lost in the affordable housing market, per unit construction costs of recently approved or constructed projects are used. It is estimated that the construction cost for the replacement of affordable units would range from \$186,500 to \$215,787 per unit. Table A-39 shows these costs.

Table A-39. Preservation Options (Replacement, Acquisition and Rehabilitation, and Rent Subsidies) Cost Comparison

Preservation Options	Estimated Cost	Cost per Unit
Replacement (New Construction)		
72-unit project	\$15,536,664	\$215,787
General Cost of Constructing Multi-Family Housing Units		\$186,500 to \$210,500
Total Replacement Cost Range		\$186,500 to \$215,787
Acquisition and Rehabilitation	\$8,359,200	\$116,100

Source: City of West Sacramento, May 2008.

A.1.6.5 Resources for Preservation

The Government Code requires the City to identify local nonprofit corporations which have the “legal and managerial capacity to acquire and manage” the at-risk units or the apartment complexes containing the at-risk units. The City is also required to identify the federal, State, and local financing and subsidy programs that may be considered to preserve these units.

A number of nonprofit housing developers are active in Sacramento and could assist West Sacramento in the preservation of at-risk units:

- West Sacramento Housing Development Corporation
- Yolo County Housing Authority
- Mercy Housing
- CFY Development
- St. Anton Partners

Potential funding sources to assist in the preservation of at-risk units include Tax Exempt Bond Financing, and CDBG and HOME funds.

A.1.6.6 Conclusions

A total of 72 units are at risk of converting to market rate during this Housing Element planning period. The City does not anticipate that the nonprofit owner will convert these units’ market-rate housing; however, the City may need to work with the owners to preserve the long-term affordability of the at-risk units.

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A-2 Land Inventory

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A.2 Land Inventory

The California Government Code requires that the Housing Element include an “inventory of land suitable for residential development, including vacant sites and sites having the potential for redevelopment” (Section 65583[a][3]). State law further requires that the Housing Element analyze zoning and infrastructure on these sites to ensure that housing development during the planning period is feasible. Through this process, the City must demonstrate that it has enough land to accommodate its fair share of the region’s housing needs between October 31, 2021, and October 31, 2029, according to the SACOG Regional Housing Needs Plan, adopted in March 2020.

To meet the 2021–2029 Regional Housing Needs Allocation (RHNA), West Sacramento must show capacity for 9,471 units. Among these, approximately 39 percent (3,665 units) must be appropriate for lower-income households. Table A-40 shows the West Sacramento RHNA by income category.

Table A-40. 2021–2029 Regional Housing Needs Allocation		
Income Category	Number	Percentage
Very Low	2,287	24%
Low	1,378	15%
Moderate	1,722	18%
Above Moderate	4,084	43%
Total	9,471	100%

Source: SACOG, March 2020.

The City must also show that the land supply is capable of supporting housing demand for all economic segments of the community, including lower-income households. This means providing enough land to accommodate a wide variety of housing types and tenure, including single-family homes, apartments, mobile homes, secondary residential units, and temporary shelter. The State has generally held that the best way to demonstrate capacity for “affordable” housing is to provide sufficient and suitable land zoned for higher-density multi-family housing.

A.2.1 HOUSING SITES

A.2.1.1 Method for Identifying Housing Opportunity Sites

Housing sites to meet the 2021–2029 RHNA were identified using the 2013 Housing Element inventory as basis. The inventory was updated to eliminate sites that are no longer available, had amended APN numbers or new zoning/land use designations, or were no longer appropriate for inclusion. Sites were mapped and reviewed against aerial photographs, GIS data, and planning documents.

A.2.1.2 Summary of Sites Inventory

As shown in Table A-41, West Sacramento has adequate sites to accommodate housing development well in excess of the RHNA of 9,471 housing units. Identified sites provide for 11,220 housing units at a range of densities, from very low-density rural homes to high-density infill development at up to 120 units per acre. These sites represent opportunities for the development of a variety of housing types suitable for a range of household types and income levels.

The inventory includes vacant unentitled sites in a variety of zoning districts and vacant sites that are planned for specific residential development projects.

Many of the sites available for housing are located within the Bridge District, Washington District, and Southport planning areas. The City has invested in detailed vision plans—the Southport Framework Plan, the Washington Specific Plan, and the Bridge District Specific Plan—and established appropriate development standards to facilitate the development of high-quality infill residential development in these areas.

Table A-41. Capacity of Available Sites Compared to RHNA			
Income Category	RHNA	Realistic Unit Potential	Surplus
Extremely Low, Very Low, and Low Income (ELI, VLI, LI)			
Vacant Sites	3,665	5,402	1,797
Vacant Sites with Planned or Entitled Projects		60	
Subtotal ELI, VLI, LI		5,462	
Moderate (MI) and Above Moderate Income (AMI)			
Vacant Sites	5,806	5,758	-48
Vacant Sites with Planned or Entitled Projects		0	
Subtotal MI and AMI		5,758	
Total	9,471	11,220	1,749

Source: City of West Sacramento 2020.

Vacant Sites

As shown in Table A-42, West Sacramento has vacant, unentitled land zoned for residential development at a range of densities up to 50 units per acre, with a realistic capacity for 4,676 units. While vacant residential sites could accommodate up to 9,743 units in accordance with zoning standards, it is assumed that not all sites will develop at the maximum allowed density due to various site features and constraints.

For purposes of this analysis, realistic capacity was estimated at 10 to 80 percent of the maximum allowed. For sites in residential zones (R-4, R-3, R-2, R-1-A, R-1-B, RRA, RE, and A-1), realistic capacity was estimated at 80 percent. Capacity was estimated to be lower for many sites in commercial and mixed-use zones (WF, MU, CBD, C-1, and C-2), as residential developments in these areas may have a commercial component. Additionally, the realistic capacity for sites in these zones was adjusted to reflect specific site opportunities and constraints. For example, sites in the Bridge District Specific Plan Residential Overlay zone will likely accommodate very high density residential, thus realistic capacity was estimated at 70 to 80 percent, while other sites in the WF zone are constrained by levees, thus capacity was estimated at 10 to 25 percent. Sites with a realistic capacity of 50 percent or greater in the WF zone are considered most likely for multi-family residential.

Table A-42. Summary of Vacant, Untitled Sites

APN	Zoning	Land Use	Total Acres	Max Density	Max Units	Realistic Capacity	Realistic Units
Sites for Lower Income Housing							
010-464-003-000	WF	RMU	0.52	120	62	0.75	47
010-473-039-000	WF	RMU	1.15	120	138	0.75	104
058-310-001-000	WF	RMU	7.77	120	932	0.75	699
058-310-003-000	WF	RMU	1.13	120	136	0.75	102
058-310-005-000	WF	RMU	3.78	120	454	0.75	340
058-310-009-000	WF	RMU	2.81	120	337	0.75	253
058-320-018-000	WF	RMU	4.34	120	521	0.75	391
058-320-037-000	WF	RMU	1.15	120	138	0.75	104
058-320-044-000	WF	RMU	0.55	120	66	0.75	50
058-320-087-000	WF	RMU	3.36	120	403	0.75	302
058-340-014-000	WF	RMU	0.6	120	72	0.75	54
058-340-027-000	WF	RMU	2	120	240	0.75	180
058-350-048-000	WF	RMU	6.71	120	805	0.75	604
067-330-030-000	WF	RMU	0.90	66	60	0.90	60
Subtotal WF			35.87		4,304		3,288
014-803-021-000	R-3	HR	1.15	50	58	0.8	46
014-804-025-000	R-3	HR	0.64	50	32	0.8	26
014-805-026-000	R-3	HR	0.75	50	38	0.8	30
Subtotal R-3			2.54		127		102
010-372-002-000	MU-NC	MU-NC	1.09	60	65	0.5	33
046-010-011-000	MU-NC	MU-NC	55.94	60	3,356	0.5	1,678
067-180-002-000	MU-NC	MU-NC	12.03	60	722	0.5	361
Subtotal MU-NC			69.06		4,144		2,072
Total Lower-Income Sites			107.47		8575		5462
Sites for Moderate and Above Moderate-Income Housing							
046-010-037-000	MU-NC	MU-NC	2.49	60	149	0.5	75
046-010-004-000	MU-NC	MU-NC	9.73	60	584	0.5	292

Table A-42. Summary of Vacant, Unentitled Sites

APN	Zoning	Land Use	Total Acres	Max Density	Max Units	Realistic Capacity	Realistic Units
010-193-006-000	MU-NC	MU-NC	0.29	60	17	0.5	9
010-193-008-000	MU-NC	MU-NC	0.15	60	9	0.5	5
010-193-010-000	MU-NC	MU-NC	0.37	60	22	0.5	11
010-471-007-000	MU-NC	MU-NC	0.07	60	4	0.5	2
010-320-014-000	MU-NC	MU-NC	2.38	60	143	0.5	71
010-320-038-000	MU-NC	MU-NC	8.1	60	486	0.5	243
067-180-073-000	MU-NC	MU-NC	26.07	60	1564	0.5	782
Subtotal MU-NC			49.65		2979		1489
008-140-089-000	CBD	CBD	2.17	60	130	0.5	65
008-150-066-000	CBD	CBD	1.05	60	63	0.5	32
008-150-067-000	CBD	CBD	0.63	60	38	0.5	19
067-330-017-000	CBD	CBD	3.52	60	211	0.5	106
Subtotal CBD			7.37		442		221
067-330-020-000	WF	RMU	0.32	120	38	0.75	29
010-462-001-000	WF	RMU	3.13	120	376	0.75	282
010-475-003-000	WF	RMU	0.07	120	8	0.75	6
010-475-006-000	WF	RMU	0.07	120	8	0.75	6
010-471-012-000	WF	RMU	0.22	120	26	0.75	20
058-270-008-000	WF	RMU	3.45	120	414	0.75	310
058-270-009-000	WF	RMU	3.28	120	394	0.75	295
Subtotal WF			10.54		1265		948
010-191-018-000	R-3	HR	4.08	50	204	0.8	163
010-495-028-000	R-3	HR	0.04	50	2	0.8	2
010-492-005-000	R-3	HR	0.09	50	5	0.8	4
010-492-002-000	R-3	HR	0.09	50	5	0.8	4
067-220-010-000	R-3	HR	0.21	50	11	0.8	8
010-491-008-000	R-3	HR	0.16	50	8	0.8	6

Table A-42. Summary of Vacant, Unentitled Sites

APN	Zoning	Land Use	Total Acres	Max Density	Max Units	Realistic Capacity	Realistic Units
010-491-025-000	R-3	HR	0.18	50	9	0.8	7
010-466-009-000	R-3	HR	0.17	50	9	0.8	7
010-495-004-000	R-3	HR	0.14	50	7	0.8	6
067-210-006-000	R-3	HR	0.18	50	9	0.8	7
010-494-003-000	R-3	HR	0.19	50	10	0.8	8
010-494-007-000	R-3	HR	0.22	50	11	0.8	9
046-050-077-000	R-3	HR	36.31	50	1,815	0.8	1,452
046-100-015-000	R-3	HR	2.65	50	132	0.8	106
046-100-003-000	R-3	HR	3.08	50	154	0.8	123
046-100-016-000	R-3	HR	7.7	50	385	0.8	308
Subtotal R-3			55.49		2,774		2,219
045-280-015-000	R-2	MR	1.1	12	13	0.8	11
045-280-016-000	R-2	MR	0.11	12	1	0.8	1
008-114-038-000	R-2	MR	0.42	12	5	0.8	4
008-131-074-000	R-2	MR	0.23	12	3	0.8	2
008-192-002-000	R-2	MR	0.43	12	5	0.8	4
008-192-012-000	R-2	MR	0.16	12	2	0.8	2
008-193-071-000	R-2	MR	0.42	12	5	0.8	4
010-194-006-000	R-2	MR	0.13	12	2	0.8	1
010-463-004-000	R-2	MR	0.22	12	3	0.8	2
010-471-014-000	R-2	MR	0.59	12	7	0.8	6
010-483-005-000	R-2	MR	0.1	12	1	0.8	1
010-484-001-000	R-2	MR	0.09	12	1	0.8	1
010-484-012-000	R-2	MR	0.29	12	3	0.8	3
010-503-033-000	R-2	MR	0.41	12	5	0.8	4
010-511-035-000	R-2	MR	0.14	12	2	0.8	1
010-523-001-000	R-2	MR	0.13	12	2	0.8	1
010-523-026-000	R-2	MR	0.08	12	1	0.8	1

Table A-42. Summary of Vacant, Unentitled Sites

APN	Zoning	Land Use	Total Acres	Max Density	Max Units	Realistic Capacity	Realistic Units
010-523-029-000	R-2	MR	0.53	12	6	0.8	5
010-523-032-000	R-2	MR	0.65	12	8	0.8	6
010-523-024-000	R-2	MR	0.08	12	1	0.8	1
014-460-027-000	R-2	MR	0.59	12	7	0.8	6
014-460-033-000	R-2	MR	0.39	12	5	0.8	4
014-471-009-000	R-2	MR	0.65	12	8	0.8	6
014-482-019-000	R-2	MR	0.16	12	2	0.8	2
014-482-020-000	R-2	MR	0.16	12	2	0.8	2
014-482-021-000	R-2	MR	0.16	12	2	0.8	2
014-482-023-000	R-2	MR	0.41	12	5	0.8	4
014-483-018-000	R-2	MR	0.29	12	3	0.8	3
014-491-011-000	R-2	MR	0.69	12	8	0.8	7
014-491-012-000	R-2	MR	0.46	12	6	0.8	4
014-491-013-000	R-2	MR	0.71	12	9	0.8	7
058-121-001-000	R-2	MR	0.49	12	6	0.8	5
046-050-077-000	R-2	MR	39.16	12	470	0.8	376
Subtotal R-2			50.63		608		486
046-050-077-000	R1-B	LR	32.28	5	161	0.8	129
046-100-015-000	R1-B	LR	58.86	5	294	0.8	235
046-100-003-000	R1-B	LR	4.28	5	24	0.8	19
046-100-016-000	R1-B	LR	2.88	5	14	0.8	11
Subtotal R1-B			98.3		493		394
Total Moderate and Above Moderate-Income Sites			271.98		8,560		5,758
Total All Sites			379.45		17,150		11,220

Source: City of West Sacramento 2020

In addition to a range of densities, identified vacant sites are at a range of sizes, including smaller single-family parcels and large infill parcels in the Southport and Bridge District Specific Plan areas.

Pursuant to state law (Government Code Section 65583.2[c][3][B]), parcels zoned for a residential density of 30 units or more per acre are assumed to be appropriate to meet the City’s lower-income RHNA. West Sacramento has a realistic capacity for 2,746 units in high-density zones. It is important to note that sites within the MU, CBD, and R-3 zones, which allow for up to 25 units per acre, may also be appropriate for affordable housing development. Many high-quality affordable projects have been developed within these zones; however, they have been assumed for moderate- and above-moderate development in keeping with state default density analysis standards.

Projects Planned and Entitled

As shown in Table A-43, 8,406 housing units are planned or entitled on approximately 1,329 acres of vacant land in West Sacramento. The unit estimate represents the number of units identified in the specific development proposal for each project. Among the units planned, 245 will be deed restricted for affordability to very low- and low-income households. The remaining units represent a range of housing types, styles, and sizes. Because they will be offered at market-rate prices, it is assumed that they will be affordable to moderate- and above moderate-income households. These units are at various stages of planning and entitlement, but all are expected to become available during this planning period.

The 245 affordable units are part of the Delta Lane and Rivermark Apartments projects in the Bridge District. Planning for the Delta Lane project was initiated in 2008. The project will be developed in two phases and will include 117 senior units and 58 family units restricted for occupancy by very low- and low-income households. The project is being developed as a collaborative effort between the City and the West Sacramento Housing Development Corporation.

The Rivermark Apartments project is also located in the Bridge District Specific Plan area. The project will feature 70 units restricted for occupancy by very low- and low-income households. Most will be two- and three-bedroom units designed to meet the needs of families with children.

Table A-43. Vacant Sites with Planned Projects and Approved Entitlements			
Map ID #1	Project Name	Acres	Number of Units
Below Market Rate (Affordable for Lower-Income Households)			
14	West Gateway Phase II	1.04	60 Very Low- and Low-Income Units
Market Rate (Affordable for Moderate- and Above Moderate-Income Households)			
Total			

Source: City of West Sacramento 2013

¹ Refer to Appendix B for a map of vacant sites with planned projects and approved entitlements.

² The Newport Estates project includes a total of 846 units. As of April 2013, 530 building permits had been issued. The number listed, 316 units, reflects the number of units still planned for development.

Infrastructure and Environmental Constraints

Water, wastewater, drainage, and road systems in West Sacramento are generally adequate to support housing development with minimal off-site improvements. The City’s water supply is provided by diversions from the Sacramento River in accordance with the City’s appropriative right with the State, as

well as water available under contract with the U.S. Bureau of Reclamation. Most of the City is served by the North Delta Water Agency; however, the City has not relied on the North Delta Water Agency water as a base supply but instead as a backup supply during single and multiple-dry water years. The City maintains two groundwater wells as an emergency water supply. Water is treated at the George Kristoff Water Treatment Plant and the City's distribution system consists of remote storage and pumping stations, booster pump stations, and transmission pipelines.

The City's wastewater system consists of eight sewer pump stations, five lift stations, and the underlying sewer pipes throughout the city. Wastewater is conveyed through a 120-inch-diameter gravity pipe to the South River Pump Station and then pumped under the Sacramento River in a force main to the Sacramento Regional Wastewater Treatment Plant north of Elk Grove for treatment and disposal.

The Yolo Central Landfill primary solid waste disposal facility for West Sacramento. The landfill is anticipated to have disposal capacity through 2045 at current disposal rates.

Electrical and natural gas service is provided to the City by PG&E. AT&T provides telecommunications services to the City.

No new housing sites are proposed as a part of this Housing Element Update beyond those already designated in the City General Plan and evaluated for potential environmental impacts in the City General Plan EIR. No changes to existing zoning are proposed, and the location of development will continue to be guided by the City General Plan land use map and zoning code. The City General Plan EIR considered the increased demand for utilities and service systems required to serve the population projected in the 2013-2021 Housing Element. The Housing Element Update would not change the population or housing projections identified by the 2013-2021 Housing Element; therefore, the Housing Element Update would not have any impacts on utilities and service systems, such as expansion of utility infrastructure, water supply demand, wastewater treatment capacity, landfill capacity, that are not already contemplated in the City General Plan. Future housing projects will continue to be reviewed through the City's entitlement process and CEQA to ensure that utilities and service systems are provided consistent with all City General Plan goals and policies

No known environmental constraints affect the sites in this land inventory. A more detailed discussion of the infrastructure within the city may be found in the Constraints section of the Housing Element. Three vacant parcels located within the CBD zone will need environmental remediation; however, funding has been secured to make these sites available during this Housing Element period.

A.2.1.3 Conclusions

The City has a more than adequate number of sites to accommodate its fair share housing allocation through 2021. Identified sites are capable of supporting 13,082 new units, with a surplus capacity of 7,105 housing units. While most of the surplus capacity is within zones that can accommodate moderate- and above moderate-income housing, the City has identified sites to exceed the lower-income RHNA by 752 units.

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A-3 Constraints

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A.3 Constraints to Housing Availability and Affordability

A.3.1 NONGOVERNMENTAL CONSTRAINTS

A.3.1.1 Land Costs

Land costs typically account for a large share of housing costs. High land costs may make housing development infeasible or result in high rents or sales prices. A data query in September 2020 (Zillow and Trulia) found more than 20 parcels of residential land for sale in West Sacramento. Single-family lots (lots with R-1 or R-2 zoning) had prices ranging from about \$85,000 to \$320,000, depending on factors such as location and whether or not the land is “shovel-ready.” Depending on parcel cost and the allowable density range in each zone, per-unit cost for multi-family zoned properties (R-2.5, R-3, C, MU-NC) were calculated to range from approximately \$46,000 per unit to approximately \$145,000 per unit.

A.3.1.2 Construction and Labor Costs

Many factors affect the cost of building a home, including the type of construction, materials, site conditions, finishing details, amenities, and structural configuration. Once a vacant parcel is purchased, the contractor must make site improvements to prepare for building on the property. Such improvements include connections to existing utility systems, rough grading, and installation of water and sewer lines. In some cases, offsite infrastructure improvements may also be required based on the water, sewer, storm drainage, and other public utility demands.

A.3.1.3 Single-Family Construction

City Building Valuation Data (2020) reports the cost per square foot (including architectural, structural, electrical, plumbing, and mechanical work) used to determine the plan check fees based on the building’s valuation. The average construction cost for a typical wood-framed 2,000-square-foot single-family home is \$122 per square foot, for an estimated construction cost of \$244,000. The estimate includes materials and labor but excludes land cost.

Other expenses which contribute to the cost of a new home include engineering and architectural fees, insurance, financing, administrative costs, marketing costs, land costs (discussed above), and development fees (discussed below). Construction cost alone would be at an affordable purchase price based on the upper limit of affordability for a family of four at the area median income (\$92,500 for Yolo County, as of 2020) assuming a household can afford to purchase a home valued at approximately three times the household income (\$277,500). However, the median sales price of single-family homes in West Sacramento in 2020 has ranged from \$375,000 to \$460,000 in 2020, according to data tracked by Redfin and Zillow, which would be beyond the reach of the median income household.

A.3.1.4 Multi-Family Construction

City Building Valuation Data estimates that construction costs range from \$109,800 to \$183,000 for a unit of 900 to 1,500 square feet in a multi-family project. While substantially related to demand, rents for multi-family housing are also closely tied to the cost of multi-family construction. A search of publicly available online rental listings (zillow.com trulia.com) in September 2020 revealed asking rents that ranged from \$660 to \$2,200 for one-bedroom units and from \$1,500 to \$2,600 for three-bedroom units.

A.3.1.5 Financing Costs and Availability

The use of alternative mortgage products significantly increased over the past couple decades. Even during periods of high interest rates, these alternative products allow more buyers to qualify for homeownership, thus minimizing the swings in home sales that accompany changes in interest rates. However, long-term costs for the homeowner are less predictable with these loan types. If a buyer has an adjustable rate mortgage, the “resetting” of the interest rate to a higher rate can lead to significant increases in monthly payments, even though the amount of principal owed remains the same. The unpredictability of interest payments on an adjustable rate mortgage can be especially troublesome to a homeowner who barely qualified for a home loan at the initial low interest rate. The availability of these loans declined in response to the subprime mortgage crisis based on rules developed by the Consumer Financial Protection Bureau, reducing the risk to borrowers, but also the availability of lending for certain homebuyers.

The fixed interest-rate mortgage remains the preferred type of loan, especially during the current period of low interest rates. Most governmental programs that seek to increase homeownership among low- and moderate-income households rely on loan products that provide fixed interest rates below prevailing market rates, either for the principal loan or for a second loan that provides part of the down payment for home purchase.

The gap between local incomes and housing costs increases the challenge of delivering affordable housing when credit becomes tight, particularly for households earning less than the median income for Yolo County.⁸ Historically, substantial changes in interest rates have correlated with swings in home sales. When interest rates decline, sales increase. The reverse has been true when interest rates increase. The tightening of mortgage lending standards may result in a decrease in homeownership opportunities despite government programs to assist low- and moderate-income homebuyers.

Foreclosures

The confluence of job losses or income stagnation with steady and increasing costs for homeownership can result in a spike in defaults on home loans. A data query in October 2020 (Zillow and RealtyTrac), found more than 25 properties in West Sacramento were in some stage of foreclosure (i.e., default, auction, or bank owned). Comparatively, two properties in Davis, more than 15 properties in Dixon, and more than 30 properties in Woodland were in some stage of foreclosure.

Maintenance and Improvement

As discussed below, increased construction of single-family homes are effectively capping home values at or very near their replacement costs and a decline in new home construction may cause increasing numbers of contractors and construction workers to focus more on home maintenance and improvement. The cost of materials affects not only the overall cost of new construction, but also the cost of maintaining and improving existing housing. Material costs include those related to metals, concrete, finishes, wood, plastics, and composites. While metal costs have been relatively stable and concrete costs have not increase significantly since 2008, costs have increased substantially for wood, plastics, and composites, roughly

⁸ Estimated 2018 median in Yolo County is between \$65,923 and \$67,804. Sources: <https://fred.stlouisfed.org/series/MHICA06113A052NCEN>; <https://www.census.gov/quickfacts/fact/table/yolocountycalifornia,CA/PST045219>

doubling between 2014 and 2018.⁹ Home equity loans can be used to fund home repairs and renovations. Since lenders have returned to more conservative underwriting standards relative to the amount of lending relative to the home value, this, paired with increased material costs can create constraints for maintenance and improvement of properties. Financing terms have also tightened for multi-family loans, creating similar constraints.

A.3.1.6 Analysis of Nongovernmental Constraints

Land prices and construction costs contribute to higher housing costs in West Sacramento, although costs are consistent with those observed in other local jurisdictions. Many factors, including location, entitlements, and zoning, lead to differences in land costs. Generally, the land cost for a “shovel-ready” lot that could be developed immediately is higher than the cost for land that would require rezoning or entitlements before it could be developed.

Market constraints affect the cost of housing in West Sacramento, and can pose barriers to housing production and affordability. These constraints include the availability and cost of land for residential development, the demand for housing, financing and lending, construction costs, among other factors.

Construction costs vary according to the type of development. Multi-family housing can be less expensive to construct than single-family homes on a per unit basis. However, the type of construction, construction materials, size of units, the amenities provided, the scale of construction (and associated economies), and other elements of housing projects have a significant influence on construction costs. As noted, material costs have increased substantially for wood, plastics, and composites in recent years.

The cost of land is also a factor in overall housing production costs. The location and zoning of land affects the price of land, as does the availability of infrastructure, environmental constraints that limit development potential, and whether the site is vacant or whether there are buildings or other improvements that must be cleared in advance of development. According to data maintained by the Yolo County Assessor’s Office, for land with a residential zoning between five and 20 acres in area, the average value of land is approximately \$64,000 per acre.

The demand for housing relative to supply can contribute to increases in purchase prices and rents for housing. While local wages can have a governing influence on housing prices, with the increasing number of transplants to the Sacramento region from other employment centers, particularly the Bay Area, the relationship between local wages and local housing prices has become more complex. In 2012, the median sales price for homes in West Sacramento was \$196,000.¹⁰ The current median home value (intended to represent sales price) is \$402,963. In 2012, the median income in Yolo County was \$76,900, whereas today the median income is \$92,500.¹¹ So, during this period, while the median household income increased by 20 percent, the median housing sales price increased by more than 100 percent. Compared to new homes, existing homes may provide a better opportunity for homeownership for many households. The National Association of Home Builders and Wells Fargo Home Mortgage publish a quarterly Housing Opportunity Index (HOI) for the Sacramento-Arden Arcade-Roseville Metropolitan Statistical Area. The HOI for a given area is defined as the share of homes sold in that area that would have been affordable to a family

⁹ University of California, Berkeley. 2020 (March). Turner Center for Housing Innovation. The Hard Costs of Construction: Recent Trends in Labor and Materials Costs for Apartment Buildings in California.

¹⁰ City of West Sacramento. 2013-2021 Housing Element.

¹¹ California Department of Housing and Community Development. 2020 (April 30). State Income Limits for 2020.

earning the local median income based on standard mortgage underwriting criteria. The HOI for the second quarter of 2020 (the most recent available) was 34.4, indicating that 34 percent of homes in the broader Sacramento metropolitan area were affordable to a family earning the median income.

According to the Sacramento Business Review, single-family home sales in the Sacramento area has seen substantial growth in the last 10 years, but there are signs of deceleration. In 2019, sale prices on a per square foot basis across the Sacramento region increased by 3 percent year-over-year, compared to 6 percent in 2018 and 9 percent growth or more the prior 3 years. This is due to increased construction of single-family homes effectively capping home values at or very near their replacement costs. However, the cost basis for starter homes remains too high to justify new construction, leaving much of the construction market focused on second or third-time buyers. According to Redfin, the sales price per square foot of single-family homes in West Sacramento increased by 6 percent between January of 2020 and September of 2020, signaling continued strong demand and potentially reflecting the effects of continued historically low interest rates.

As for multi-family rental housing, according to Costar data, the current (2020 4th Quarter) effective rent per unit is \$1,197 based on an inventory average square footage of 817 square feet. The actual rent for rental housing would depend on the number of bedrooms, size, location, and other factors. The effective average rent in the fourth quarter has increased by 29 percent since the fourth quarter of 2012, in the same time period during which median incomes increased by 20 percent. While West Sacramento is one of the smallest submarkets in the Sacramento metropolitan area, it was one of the few submarkets that had supply gains in the last decade for multi-family housing in the last decade. The increase in rents is despite the inventory for multi-family units increasing by almost 20 percent since 2010.

A.3.2 GOVERNMENTAL CONSTRAINTS

Potential governmental constraints include land use controls and their enforcement, site improvements, fees, exactions required of developers, and local processing and permit procedures. Land use controls can limit the amount or density of development, which may increase the cost of housing. Building codes set specific building standards that may add material costs, limit the amount of buildable area, or otherwise constrain housing production.

A.3.2.1 Land Use Controls

Zoning Districts

Table A-38 summarizes zoning requirements in zones that allow residential development. West Sacramento zoning provides for a wide range of housing, from rural to urban, through standards, including minimum lot size, allowed density, and setback/yard, height, and open space requirements.

Table A-38. West Sacramento Zoning Requirements									
District	Min. Lot Area	Min. Lot Width or Depth	Max. Lot Depth to Width Ratio	Yard			Height	Open Space	Density (units per gross acre)
				Front	Side	Rear			
Agriculture (AG)	5 acres	300'	4:1	90'	20'	30'	35'	None ³	1.0 unit per 5 acres
Residential Estate (RE)	2.5 acres ¹	100'	3:1	30'	10'	20'	30'	None ³	1.0 unit per 2.5 acres ⁴
Rural Residential Agricultural (RRA)	1 acre	100'		20'	10'	20'		None	0.5–1.0
Residential One-Family (R-1-A)	5,000 sf	50' ²		20'	15'	10'		None	1.1–6.0
Residential One-Family (R-1-B)	6,000 sf	50'		15'	10'	15'		None	1.1–6.0
Residential Medium Density (R-2)	5,000 sf	50' ²		10'–20'	5'	10'		45'	200 sf per unit, of which 100 sf must be private
Residential Medium High Density (R-2.5)	10,000 sf	80'	10'–20'	5'–8'	8'–15'	55'	150 sf per unit, of which 50 sf must be private	12.1–20.0	
Residential Multifamily (R-3)	20,000 sf	100'	10'–20'	5'–8'	8'–15'	65'	150 sf per unit, a minimum of 50% of the units having 50 sf of private open space	20.1–50.0	
Waterfront (WF)	10,000 sf	80'	4:1	N/A	N/A	N/A	250'	Total/unit: 150 sf Private: min. 50 sf for 50% of units Common: min. 100 sf/unit	40-120
Commercial (C)	10,000 sf	80'		0	0	55'	5.1–18		
Mixed Use Neighborhood Commercial (MU-NC)	10,000 sf	80'		0 ⁵	0 ⁵	10'	65'		12-60
Central Business District (CBD)	5,000 sf	50'		0 ⁵	0 ⁵	65'	20-60		
Mixed Use Neighborhood Commercial (MU-NC) ⁶	10,000 sf	80'		0 ⁵	0 ⁵	65'	12-60		
Mixed Use Corridor (MU-C)	10,000 sf	80'		0 ⁵	0 ⁵	65'	20-60		

¹ 1.25 acres if clustering option is applied

² Corner lots are required to be 10 feet wider

³ Minimum 75% open space required, if clustering option applied

⁴ Clustering of development is allowed down to a 1.25-acre parcel size within this designation

⁵ Buildings must be within 10 feet of the required setback line for at least 40 percent of the linear street frontage and the area between buildings and the property line must be improved as part of a wider sidewalk, as outdoor dining/seating area, or with landscaping.

Source: City of West Sacramento Zoning Ordinance 2019

As shown in Table A-39, the West Sacramento zoning ordinance allows for residential development in residential and commercial zones. Four residential designations allow single-family dwellings by right,

one allows single-family dwellings with a Minor Use Permit, and one allows single-family dwellings with a Conditional Use Permit. Three residential designations allow multi-family dwelling units by right.

The Central Business District (CBD), Commercial (C), Mixed-Use (MU), and Waterfront (WF) designations allow residential development. Ground-floor residential development is allowed in the C by right. However, in the CBD, it is subject to a Conditional Use Permit. Upper-floor multi-family residential development is allowed by right in the C, CBD, WF, and MU zones. Street fronting residential and residential-only development is allowed in the MU zones subject to Conditional Use Permit approval.

Table A-39. West Sacramento Housing Types by Zoning

Residential Zone	AG*	RRA	RE	R-1	R-2	R-2.5	R-3	CBD	C	MU-NC	MU-C	WF
Single-unit dwelling, detached	P	P	P	P	P	M	CUP	—	—	—	—	—
Single-unit dwelling, attached	—	—	—	P	P	P	M	P/CUP ¹	P ²	P/CUP ³	P/CUP ³	CUP
Two-unit dwelling	—	—	—	—	P	P	P	P/CUP ¹	P/CUP ^{2,4}	P/CUP ³	P/CUP ³	P
Multi-unit residential	—	—	—	—	P	P	P	P/CUP ¹	P/ CUP ²	P/CUP ³	P/CUP ³	P
Accessory dwelling unit	P	P	P	P	P	P	P	P	P	P	P	P
Family day care (small)	P	P	P	P	P	P	P	P	P	P	P	P
Family day care (large)	P	P	P	P	P	P	P	M	M	M	M	M
Group residential	—	—	—	CUP	CUP	P	P	—	—	—	—	—
Manufactured home park	—	—	—	—	CUP	CUP	CUP	—	—	—	—	—
Residential care facility (small)	P	P	P	P	P	P	P	—	—	—	—	—
Residential care facility (large)	CUP	M	M	M	P	P	P	—	—	—	—	—
Residential facility, assisted living	—	—	—	—	P	P	P	—	—	CUP	CUP	—
Single-room occupancy	CUP	CUP	CUP	CUP	CUP	P	P	CUP	CUP	CUP	CUP	—
Supportive housing	Transitional and supportive housing constitute a residential use and are subject only to those restrictions that apply to other residential uses of the same type in the same zone.											
Transitional housing												

P=Permitted Use

¹ Permitted on upper stories in a mixed-use development. Ground floor residential and residential-only development is allowed subject to Conditional Use Permit approval

² Permitted on upper stories in a mixed-use development.

³ Permitted on upper stories and in the rear of the site where nonresidential space with a minimum depth of 45 feet is provided along the street frontage. Street fronting residential and residential-only development is allowed subject to Conditional Use Permit approval.

⁴ Above ground-floor use permitted

M = Minor Use Permit

CUP=Conditional Use Permit

“—” = Use not allowed

Analysis

The City’s residential and mixed-use zoning districts adequately provide for the development of a variety of housing types supporting families and households across a broad spectrum of income levels and are not considered a constraint to the development of a variety of housing types. The R-3, WF, CBD, MU-NC, MU-C zones allow densities which could support the provision of low-, very low-, and extremely low-

income housing. While the maximum density is below the state “default density,”¹² sites in the C and R-2.5 zones allow a density that is also viable for affordable housing development. Based on the available land capacity and wide range of allowed densities, no constraints are identified with respect to the City’s zoning districts.

With respect to the City’s development standards for housing persons with disabilities and other special needs populations, transitional housing is permitted by right in all the residential zones, as well as in the CBD, C MU-NC, MU-C, and WF zones. Residential care facilities with more than six persons are permitted in all residential zones and the AG zone. They are also permitted with a Minor Use Permit in the CBD, C, MU-NC, MU-C, and WF zones. To comply with California law, residential care facilities serving six or fewer residents are permitted in zones that permit single-family residences. Group residential facilities (i.e., rooming and boarding houses, dormitories, and other types of organizational housing) are permitted in the R-2.5 and R-3 residential zones and with a Conditional Use Permit in the R-1 and R-2 residential zones. Single-room occupancies (SROs) are permitted in the R-2.5 and R-3 residential zones. They are also permitted in the AG, RRA, RE, R-1-A, R-1-B, R-2, CBD, C, MU-NC, MU-C, and WF zones with a Conditional Use Permit.

Permitted Uses and Development Standards

Development standards are designed to guide and provide orderly development within each zoning district. Development standards consist of allowable building heights, setbacks (distance between the structure and the street and adjacent properties), floor area ratios, open space requirements, lot sizes, lot depth to width ratios, and parking.

Table A-38 provides a summary of West Sacramento’s residential zoning regulations, including building setbacks, height, and allowed density. The City’s zoning ordinance and development regulations establish maximum densities based on the availability of public services, traffic constraints, and neighborhood character. The zoning ordinance also establishes an open space requirement of 150 square feet per unit to 200 square feet per unit, depending on the zoning district.

Manufactured Homes: Manufactured home parks are permitted with a Conditional Use Permit in the R-2, R-2.5, and R-3 zones. Individual manufactured homes are permitted in residential zones, but must be of a sufficient size to be compatible with existing dwellings in the area.

Density: The city’s multi-family zone permits densities of between one and 50 dwelling units per acre, before density bonuses, at a sufficient range of densities to permit the construction of various types of affordable housing.

Minimum lot size: Minimum lot sizes range from 2.5 acres for the lowest-density single-family zone (RE) to 5,000 square feet in R-1-A and R-2 zones, and 6,000 square feet in the R-1-B zone. Multi-family zones range from a 10,000-square-foot minimum in R-2.5 zone to 20,000 square feet in R-3 zone, the highest-density multi-family zone. However, in the R-2 zone, a 5,000-square-foot minimum lot size does not permit the development of single-family housing at the maximum density of 12 units per acre permitted

¹² Default density is the density for each part of the state where it is assumed housing would be affordable to lower-income households.

in the zone. A minimum lot size of 3,630 square feet (gross) is the largest minimum lot size which would accommodate the permitted density.

Height: The maximum height allowed for buildings in the R-1 zone is 30 feet and 45 feet (up to four stories) in the R-2 zone. In the R-2.5 zone, a 55-foot building height is permitted, and in the R-3 zone, a 65-foot building height is permitted. The City's commercial zone allows for a maximum building height of 55 feet, mixed-use zones allow a maximum building height of 65 feet, and the WF zone allows a maximum height of 250 feet. These height limits are reasonable to achieve the permitted density and reduce the land cost per home in the highest-density zones.

Maximum lot coverage: Lot coverage is the ratio of the total footprint area to the net lot area and considers all principal and accessory structures on a lot, including garages, carports, covered patios, and roofed porches. The maximum lot coverage in the R-1 and R-2 zones is 50 percent. In the R-2.5 zone, the maximum lot coverage is 60 percent, and the maximum lot coverage in the R-3 zone is 70 percent.

Residential development that is part of a mixed-use development in the CBD, C, MU-NC, MU-C, and WF zones must comply with the allowed floor area ratio (FAR) and is not subject to the allowed density range. The CBD and MU-C zones allow a FAR of up to 3.0, meaning that the allowable gross building square footage is three times the total lot size (for example, a three-story building with zero lot lines). Depending on the unit size and how much of an individual project is devoted to non-residential space, the FAR maximums are generally sufficient to allow residential development that could provide for lower-income housing, and that could achieve the maximum per-unit density allowances. For example, in the CBD, MU-C, and WF zoning districts, which have a maximum FAR of 3.0, the maximum residential density is 120 units per acre. Assuming an average unit size of 870 square feet, including common space, the 3.0 FAR would allow a residential development of 150 units per acre. Assuming the non-residential square footage of such a development is no more than 26,280, this theoretical project's residential density could achieve the maximum density of 120 units per acre. Using the same assumptions, mixed-use developments would allow residential densities of up to 25 units per acre in the C and CH zones (which has a mixed-use FAR maximum of 0.5) and up to 75 units per acre in the MU-NC zone, depending on how much non-residential space is proposed.

Open Space: The City requires open space be provided in the R-2, R-2.5, R-3, CBD, C, MU-NC, MU-C, and WF zones. The R-2 zone requires 200 square feet of open space per unit, of which 100 square feet must be private open space. The R-2.5 zone requires 50 square feet of open space per unit, of which 50 square feet must be private open space. The R-3 zone requires 150 square feet of open space per unit, with a minimum of 50 percent of the units having 50 square feet of private open space. The CBD, C, MU-NC, MU-C, and WF zones require a total of 150 square feet of open space per unit, of which 50 percent of the units must have 50 square feet of private open space per unit and a minimum of 100 square feet of common open space per unit.

Private open space typically consists of balconies, decks, patios, fenced yards, and other similar areas outside the residential unit. Common open space typically consists of landscaped areas, patios, swimming pools, barbeque areas, playgrounds, turf, or other such improvements as are appropriate to enhance the outdoor environment of the development and these uses can be located at the ground level, on parking podiums, or on rooftops, provided they are adequately landscaped.

Given the broad definition of open space, the open space requirements should not conflict with the ability of a developer to build high multi-story housing. For example, the maximum lot coverage in the R-2.5 zone is 60 percent, and the maximum lot coverage in the R-3 zone is 70 percent. These lot coverages leave adequate lot area to meet parking and other requirements in addition to open space requirements.

Landscaping: The City requires landscaping in all new developments and for improvements to existing uses, including any construction, expansion, or improvement on private property that requires a building permit or other entitlement from the City, except business licenses. Landscaping requirements do not apply to the following:

- Single-family developments of four or fewer units/lots.
- Properties zoned as POS (Public Open Space).
- Properties designated by the city for riverfront parkway corridors.

Landscaping must also be installed consistent with the Landscape Development Guidelines; Development Engineering Post Construction Standards; Chapter 8.24, Tree Preservation, of the Municipal Code; and Chapter 13.04, Article XII, Water Efficient Landscaping, of the Municipal Code.

Within the C, MU-NC, and MU-C zones, the maximum required landscaping is 25 percent of the development site and within the CDB and WF zones, the maximum required landscaping is 20 percent of the development site. Landscaping consists of the planning, configuration, and maintenance of trees, ground cover, and other plant material, decorative natural and structural features (walls, fences, hedges, trellises, fountains, sculptures), earth-patterning and bedding materials, and other similar site improvements that serve an aesthetic or functional purpose.

Parking: The City revised its parking requirements in 2012 to require fewer spaces per unit in urban and infill areas. The standards were established based on studies of recent projects in West Sacramento as well as throughout the region and state. The City may allow alternative parking standards on a case-by-case basis as an incentive for providing affordable housing. As an incentive for developers, the City provides a 25 percent parking requirement reduction for affordable housing units. The City’s parking requirements are summarized in Table A-40.

Table A-40. Parking Requirements	
Type of Unit	Parking Spaces
Studio/1 bedroom	1
2 bedroom	1.25
3+ bedroom	1.5
Guest parking	1 for every 10 units
Affordable housing	Reduced by 25 percent

Source: City of West Sacramento 2019

Analysis

West Sacramento’s use and development standards are flexible enough to permit a variety of housing, including housing affordable to residents at a variety of income levels, and housing meeting special needs. Residential care facilities with six or fewer residents are currently permitted by right in all residential

zones and the agriculture zone. Residential care facilities with more than six persons are permitted in R-2, R-2.5, and R-3 zones and are allowed with a Minor Use Permit in all other residential zones and a Conditional Use Permit in the agriculture zone. SROs are permitted in R-1, and R-2 zones with a Conditional Use Permit and in R-2.5 and R-3 by right. Manufactured home parks are allowed with a Conditional Use Permit in R-2, R-2.5, and R-3 zones. Manufactured homes may be used as permanent single-family dwellings in all residential zones, although they must be of a sufficient size to be compatible with existing homes in the area and must be permanently affixed to the ground. West Sacramento's use and development standards do not appear to be constraints to the development of residential care facilities, emergency shelters, SROs, or manufactured homes, although all these uses are not permitted in all residential zones.

The City has recently updated its parking standards, and the new standards require fewer spaces per unit than the former standards in urban and infill areas. The City also offers parking reductions as an incentive for the development of affordable units. Parking standards are not a constraint to development of affordable housing in West Sacramento.

Height, unit size, residential density, and open space standards do not constrain the development of housing affordable to a variety of income levels in West Sacramento. In general, minimum lot size requirements do not impose an unreasonable constraint to the production of affordable housing in relation to the size of vacant land remaining for residential development.

The City processes manufactured homes on single-family lots the same way it processes single-family developments built on-site. City procedures do not constrain the use of manufactured homes.

Accessory Dwelling Units

Accessory dwelling units are allowed by right in the AG zone; all residential zones and in the CBD, C, MUNC, MU-N, and WF when an existing or proposed single-family home is provided and when the minimum development standards can be met. No more than one detached accessory dwelling unit may be permitted on any one lot. The allowable square footage for detached and attached accessory dwelling units is 850 square feet for a one-bedroom unit and 1,000 square feet for units with more than one bedroom. If the primary unit lot size equals or exceeds one acre, the accessory unit may be a maximum of 1,200 square feet.

Accessory dwelling units may be allowed in multifamily buildings in certain circumstances. Multifamily building may add accessory dwelling units up to 25 percent of the existing unit space or at least one unit in portions of the existing multifamily building that are not used as living space (i.e., storage rooms, attics, basements, and garages).

One additional parking space must be provided for each accessory dwelling unit unless the unit is within 0.5 mile walking distance of public transit, the unit is contained entirely within the permitted floor area of the existing primary residence, or the unit is located within one block of a car share vehicle.

Maximum unit size on lots less than 1 acre (and in commercial districts) would likely limit the market for these units to single individuals or two- to three-person households. However, this size limitation is necessary to ensure adequate parking and public infrastructure (particularly water and sewer infrastructure) in areas which were originally designed for single-family uses.

No impact fees are charged for units less than 750 square feet. Impact fees for an accessory dwelling unit of 750 square feet or more are charged proportionately in relation to the square footage of the primary dwelling unit.

Analysis

California law requires that accessory dwelling units be permitted by right in all single-family residential zones. In West Sacramento, accessory dwelling units are permitted in all exclusively single-family zones and in the R-2, R-2.5, and R-3 zones.

On- and Off-Site Improvement Requirements

The City consulted with developers to identify and adopt improvement standards that are necessary and desirable for the health, safety, and convenience of West Sacramento residents. While improvement requirements add to the cost of housing, they are essential to ensuring high-quality development. The City's improvement standards are typical for suburban residential neighborhoods. It costs a developer less to meet improvement standards in higher-density residential development and residential development in mixed-use projects. Studies have shown that infrastructure costs per capita are generally higher in low-density residential/mixed use areas and lower in higher-density residential/mixed-use areas (<https://www.mdpi.com/2071-1050/12/2/497/pdf>)

Except for street standards approved through planned unit developments or specific plans, the City does not alter its improvement standards for new residential developments. The primary strategy for relieving the cost of on- and off-site improvements is to provide financial assistance for projects that include housing units for very low- and low-income households. The City has used federal, state, and local funding in the past to pay for improvement costs that affect the financial feasibility of affordable housing projects.

Street Design

The City requires right-of-way widths of 60 feet for residential collector streets (40 feet of paved surface curb to curb), 56 feet for residential local streets (36 feet of paved surface curb to curb), and 50 feet for cul-de-sacs (36 feet of paved surface curb to curb). The City will consider nonstandard street widths and layouts for planned developments if the developer can demonstrate that a nonstandard width can meet circulation and safety requirements. The City requires curbs, gutters, and sidewalks in all new residential developments except in rural zoning districts.

Storm Drainage

West Sacramento requires developers to use the "Sacramento Method," which accommodates a 100-year storm event in the design of drainage systems. The Sacramento Method, also used by the City and County of Sacramento, calculates the expected runoff based on expected precipitation from a 100-year storm event and US Army Corps of Engineers hydrologic calculations. Depending on the project type, size, location, and drainage needs, the City may require a combination of Type 1 drainage facilities—channels, culverts associated with channels, bridges, detention ponds, and drainage pump stations—and/or Type 2 facilities—roadside ditches, culverts associated with roadside ditches, pipe systems, and overland conveyance systems.

Sanitary Sewer Systems

The City requires a minimum 6-inch diameter for a public sewer main. However, a minimum 4-inch diameter is allowed for residential lateral lines where grade requirements can be met and where the pipes serve single-family or duplex residences.

Water Systems

The City requires normal operating pressures of not less than 35 pounds per square inch (psi) at all service connections. However, during periods of peak domestic and fire demand, the pressure shall not be less than 20 psi. The City further requires that flows conform to the latest edition of the International Fire Code. For residential areas having primarily one-story single-family dwellings, on average size lots, water service must provide a minimum flow of 750 gallons per minute. For multi-family structures, the minimum required flow is 2,000 gallons per minute. The minimum size for water mains is 8 inches in diameter. Fire hydrants are required every 500 feet (1,000 feet for streets without frontage lots).

Street Lighting

The City requires that electrical lines for street lighting be buried underground. The design of street lighting must comply with the National Electrical Code. The City requires high-pressure sodium luminaries with standard-type ballasts, tapered steel poles, and standard bolting and concrete foundation systems.

Analysis

The City's regulations for on- and off-site infrastructure (i.e., street design, water service, storm drainage, wastewater service, and street lighting) are not constraints on the development of housing. Street standards are typical of suburban communities, and the City considers alternate street widths through the Planned Development process. Storm drainage, water service, and wastewater line requirements are necessary for public health and safety. Streetlights must comply with the National Electrical Code.

Public Facilities and Services

Water

West Sacramento's drinking water is supplied by the Sacramento River. The main treatment plant began operation in 1988 and has a maximum capacity 58 million gallons per day (mgd) but is only permitted for 40 mgd November through March and 58 mgd April through October. This capacity is sufficient to meet the demand for water in West Sacramento for the foreseeable future, including anticipated needs for future development of Southport and the specific plan areas discussed above. Most of the major subdivisions in Southport are served by the City water system. Areas not served by community water are required to have a well system in accordance with the requirements of the Yolo County Environmental Health Department and the International Fire Code.

Wastewater Treatment

According to the City's 2015 Sewer System Master Plan Update, the City maintains a sewage collection system that services all commercial, industrial, and residential areas within the city limits. The City directs all flows into the Sacramento Regional County Sanitation District (SRCSD) Lower Northwest Interceptor, which connects to SRCSD's Wastewater Treatment Plant. Although sewer conveyance facilities are available to serve new development, on- and off-site improvements, such as tie-ins, are necessary for individual projects. Sewer treatment capacity is adequate to serve current and future demands during the planning period, but improvements to sewer collection lines are sometimes necessary to accommodate a specific development project. Where the City is uncertain as to whether the existing sewer conveyance facilities (size of collection lines and pump station capacity) have adequate capacity to

serve a proposed project, the City will require a sanitary sewer analysis as part of the project review. The City will normally require the developer to incorporate improvements to eliminate any identified off-site sanitary sewer deficiencies. As with other forms of infrastructure, specific infrastructure limitations can only be assessed at the time of development.

Drainage

The majority of vacant residential sites, other than Southport, fall into a drainage-shed that is located south of the Southern Pacific Railroad tracks, north of the Deep Water Ship Channel, and west of the Sacramento River. The Southport area is one large basin with all existing drainage collection facilities terminating in the Reclamation District (RD) 900 main drainage canal. The main drainage canal serves as the primary irrigation and drainage conveyance facility. It flows south and west leading eventually into the Deep Water Ship Channel. This area discharges its runoff to a network of open channels and large diameter pipes maintained by RD 900. The City-maintained pipe system conveys storm drainage to the RD 900 drainage facilities. These lateral systems were developed as the city expanded and new storm drainage facilities were expanded. This lot-by-lot construction resulted in a mixture of pipe sizes, materials, and flow lines. Drainage conveyance systems and drainage capacity vary greatly in adequacy in this area, and in some cases on- and off-site conveyance improvements are necessary to avoid localized flooding. As part of its review of development proposals, the City determines the type of localized drainage collection and conveyance facilities needed to serve a project.

Flood Protection

West Sacramento is adjacent to the Sacramento River, the Yolo Bypass, and the Sacramento Bypass. During a high-water event, West Sacramento is almost surrounded by water. The city is protected from catastrophic flooding by a system of levees.

Even with the levees, there is a residual risk of flooding. Because of this residual risk and to allow property owners access to flood insurance, the City participates in the Federal Emergency Management Agency's (FEMA) National Flood Insurance Program (NFIP). Communities that participate in the NFIP have their flood risk assessed by FEMA, which assigns flood zones to areas based on the assessed flood risk. The majority of the city is currently designated Flood Zone X. Flood insurance is not required in Flood Zone X, and additional development standards, i.e. elevation or flood-proofing of structures, are not required.

FEMA is in the process of reassessing flood risk for communities nationwide. FEMA has notified the City that it may revisit West Sacramento's flood zone designations sometime around 2017. A new flood zone designation could constrain new construction in the city. For example, current FEMA development standards and flood insurance costs combined with FEMA assigning "AE" flood zones could impact potential development in areas of the city.

The City has implemented a parcel assessment, sales tax increment, and an in-lieu fee on new development to help fund the necessary levee improvements required to provide 200-year flood protection for West Sacramento. The West Sacramento Area Flood Control Agency in cooperation with the Central Valley Flood Protect Board and U.S. Army Corps of Engineers has designed and constructed levee protection projects that meet the 200-year level of flood protection. Seven levee improvement projects have been completed, one is in construction (Southport Levee Improvement Project), and a seventh project is in the design and permitting phase (Yolo Bypass East Levee Project).

The City is working closely with FEMA and has effectively communicated that impacts to development would constrain the City's ability to fund levee improvements. FEMA is aware of the progress the City is making toward improving its flood protection and reducing the flood risk. The City believes that flood concerns will have a limited effect on residential development.

Transportation

Transportation and road improvements are not a constraint to development. Where off-site problems occur, the City will require a traffic study, intersection analysis, or other appropriate study to be completed before issuing building permits. Individual traffic or access problems can only be determined at the time of site plan review. The construction of the Daniel C. Palamidessi Bridge over the Deep Water Ship Channel, completed in 1998, provided the necessary transportation link to Southport to allow residential development to proceed in that part of the city. The City adopted a Bicycle, Pedestrian, and Trails Master Plan in 2018 to provide for adequate linkages among developments and neighborhoods and to provide opportunities for alternative forms of transportation.

Analysis

Public facilities, services, and infrastructure do not constrain housing development. Water, wastewater, drainage, and road systems in the city are generally adequate to support housing development with minimal off-site improvements.

Density Bonus

The purpose of the housing density bonus is to encourage and facilitate the production of lower-income and senior housing. The provisions for low-income, very low-income, and qualified-resident housing through the use of density bonuses apply to all new residential development in the following zones: R-1-A, R-1-B, R-2, R-2.5 R-3, CBD, C, MU-NC, MU-C, WF, and existing Planned Development Overlay zones with residential designations.

California's density bonus law (Government Code Sections 65915–65918) was updated in 2019. The City's density bonus regulations were amended in September 2019 to comply with current state law. The City will continue to review its density bonus regulations as part of the City's bi-annual zoning code update.

Analysis

The City's ordinance was amended in September 2019 to comply with state density bonus law. The City will continue to monitor state law to ensure continued compliance during the planning period.

Inclusionary Housing Ordinance

The City adopted its current inclusionary housing ordinance on April 13, 2014. The current citywide ordinance requires that 10 percent of all multi-family rental units in a residential project be made available at affordable rents to very low- (5 percent) and low-income (5 percent) households. Ten percent of all for-sale units in a residential project must be made available at affordable costs to low-income households. Alternatively, rental units can be substituted for for-sale units.

Inclusionary units must generally be built on-site and dispersed so as to avoid over-concentration of inclusionary units within one area of the residential project. Units must be similar in materials and appearance to market rate units within the same subdivision. Inclusionary units may be smaller than market rate units provided that the inclusionary units contain not less than 90 percent of the interior living

space of the smallest market-rate unit. The number of bedrooms in multi-family rental inclusionary units should be generally consistent with the bedroom mix of market rate units within the same residential project. The minimum affordability term is 55 years for rental units and 45 years for for-sale units.

The ordinance also includes a developer alternative, whereby the developer applicant can propose an alternative to the ordinance’s requirements, such as payment of in-lieu fees that are placed in the City’s Housing Trust Fund; acquiring, rehabilitating, and converting existing market rate units to inclusionary units; construction of inclusionary housing units at an off-site location; or acquiring and preserving of at-risk affordable rental units. Approval of an alternative is solely at the discretion of the City Council. The developer alternative must be consistent with other housing needs as defined in the housing element and is consistent with the General Plan and applicable zoning code and specific plan regulations.

Analysis

The City’s inclusionary housing program provides incentives to balance the affordable housing requirements with market rate housing development. The program includes a density bonus in keeping with State law (Government Code Sections 65915-65918) and the City’s Density Bonus Ordinance, as well as offering waiver or modification of development standards. The City also offers technical assistance, including assistance in obtaining financing and/or subsidies. These incentives and assistance programs are intended to balance the cost premium for providing affordable units.

The program is comparable to those in surrounding jurisdictions. Citywide, 10 percent of new units must be affordable to low- (5 percent) and very low-income (5 percent) residents. These requirements are similar to the ordinance in the nearby City of Sacramento, which requires that 10 percent of new units be affordable to low-income and 5 percent to very low-income households. The County of Sacramento requires that 6 percent of units be affordable to low-income, 6 percent to very low-income, and 3 percent to extremely low-income households. Yolo County requires that 10 percent of units be affordable to very low-income and 10 percent to low-income households.

Based on the availability of incentives to balance costs associated with the program, and the presence of comparable programs in surrounding jurisdictions, the inclusionary housing programs are not considered to be a constraint on the development of market-rate housing in West Sacramento.

Local Impact Fees

State law requires that permit processing fees charged by local governments not exceed the estimated actual cost of processing the permits. Table A-41 lists the fees charged by West Sacramento for processing various land use permits.

Table A-41. Community Development Department Fee Schedule		
	Type	Costs
General Plan and Zone Amendments		
Plan and/or zoning map or text amendment*	\$8,000	D
Development agreement*	\$5,000	D
Permits		
Conditional Use Permits/categorically exempt*	\$3,000	D
Conditional Use Permit/negative declaration or EIR*	\$5,000	D
Conditional Use Permit/EIR*	\$8,000	D

Table A-41. Community Development Department Fee Schedule		
	Type	Costs
Planned Development permits*	\$5,000	D
Major modifications to CUP or PD*	\$3,500	D
ZA minor modification*	\$1,200	D
Extension of Time*	\$1,000	F
Land Divisions		
Tentative subdivision map*	\$8,000	D
Tentative parcel map*	\$4,000	D
Lot line adjustment *	\$2,000	D
Lot line merger*	\$1,500	D
Certificate of compliance*	\$600	F
Extension of time*	\$1,500	D
Environmental (in addition to the fees shown above)		
Categorical exemption*	\$270	F
Negative declaration*	\$1,000	D
Mitigated negative declaration*	\$2,000**	D
Full environmental impact report*	\$7,000**	D
Focused environmental report*	\$5,000**	D
Appeals		
Staff to Planning Commission	\$100	F
Zoning administrator to Planning Commission	\$100	F
Planning Commission to City Council	\$100	F
Request for waiver	\$320	F
Design Review		
Master house plan review (per plan)	\$250	F
Design review (all others)	\$1,000	D
Other		
Access interpretation*	\$1,000	D
Planning Commission variance*	\$4,000	D
Zoning administrator variance*	\$1,000	D
Zero lot line agreement	\$400	F
Interpretation of use*	\$1,200	D
Zoning or code status letters	\$60	F
Other processing involving Planning Commission review*	\$1,000	D
Commercial coach – temporary use*	\$700	F
Temporary certificate of occupancy	\$350	F

Source: West Sacramento Community Development Department Fee Schedule, effective April 12, 2018. Note: F=flat fee; D=deposit with reimbursement agreement.

A technology fee of 8% of the deposit or flat fee is required for these services. The fee is used for the entitlement document scanning costs, City's E-government and GIS programs, along with their operating and maintenance costs.

**Plus consultant costs.

West Sacramento charges development fees to cover the cost of processing development applications and for providing public facilities and services to new developments. Although these fees are necessary to meet City service standards, they can have a substantial impact on the cost of housing, particularly affordable housing. In creating a development fee structure, the City carefully balances the need to offset the cost of public services with a level of fees that do not inhibit residential development. Sewer fees are generalized; the City charges a collection fee but SRCSD charges for sewer treatment and the City cannot affect this fee. Table A-42 lists the building and development costs for a single-family unit with a livable area of 2,200 square feet, and a 950-square foot two-bedroom unit in a multi-family apartment complex. These impact fees are expected to be about \$70,484 for a single-family home and \$42,194 for a multi-family unit. It is important to note that this fee estimate is for average development; fees vary based on where the housing units are built in the city.

Table A-42. Typical Development Fees ¹		
Type of Fee	Single-Family	Apartment Unit
Sewer	\$10,072 ^{2,3}	\$7,553 ^{2,3}
Water	\$9,950 ⁴	\$3,235 ⁴
Traffic	\$11,232 ⁵	\$6,895 ⁶
Drainage	\$3,687 ⁷	\$1,307 ⁷
Parks – neighborhood	\$5,629	\$4,616
Parks – citywide	\$11,160	\$9,150
Fire facilities	\$1,433	\$912
Police facilities	\$1,406	\$896
Corporation Yard Facilities	\$1,073	\$683
City Hall facilities	\$784	\$566
Child care impact	\$675	\$293
School mitigation ⁸	\$8,976	\$2,821
County development impact	\$4,407	\$3,267
Total	\$70,484	\$42,194

Source: City of West Sacramento Book of Fees. <https://www.cityofwestsacramento.org/government/departments/administrative-services/book-of-fees>), retrieved September 2020.

¹ Single-family fees are based on a 2,200-square-foot home with a 450-square-foot garage at a density of 5 units per acre. Multi-family fees are based on a 1,100-square-foot home with 2 bedrooms.

² Sewage connections to the Sacramento Regional County Sanitation District for all areas not in Southport are approximately 50% less expensive.

³ Based on a 4-inch diameter connection to the City’s wastewater collection facilities. Includes Sacramento Regional County Sanitation District connection fee.

⁴ 3/4” hookup.

⁵ Fees range from \$8,257 to \$14,207 depending on location.

⁶ Fees range from \$5,069 to \$8,721 depending on location.

⁷ Average based on typical development; actual fee depends on location.

⁸ As of April 2020, the Washington Unified School District levies Level I developer impacts fees of \$4.08 per square foot of residential development.

Analysis

Housing prices and production depend on numerous economic and housing market factors. Under certain market conditions, West Sacramento’s permit and impact fees could contribute to higher housing costs in the city. Since the City is interested in encouraging new development along its waterfront, a task force

comprising staff from several departments was formed to develop urban design standards and specifically determine whether fees can be reduced or modified to encourage higher-density development.

The City’s fees are necessary to fund the provision of adequate services and public facilities, and they are within the range charged by other nearby jurisdictions. Impact fees provide funding to mitigate the impacts of the development such as providing funding for infrastructure improvements or services while general fees provide funding for city staffing. For a comparable single-family home, a study of development fees concluded that the fees ranged from a low of under \$20,000 in Sacramento, to over \$42,000 in Dixon, to over \$36,500 in Roseville, and to just over \$70,000 in West Sacramento. For a typical unit in a multi-family complex, fees ranged from about \$17,830 in Sacramento, \$18,105 in Roseville, and to about \$42,000 in West Sacramento. Permit and development fees do operate as a constraint to the production of affordable housing in West Sacramento. However, this constraint is moderated through programs operated by the City, including the Inclusionary Housing Program, as described above.

Permit Processing Procedures

West Sacramento meets state-required timelines for the approval of development permits, in accordance with the Permit Streamlining Act, as shown in Table A-43. The time required for development approval is not generally a constraint or substantial cost to housing developers. An overly lengthy review process, however, could adversely affect an affordable housing project if the time required to obtain approval affects the applicant’s ability to access funding for the project (particularly governmental grants). In such cases, expedited permit review could provide an additional level of certainty that the amount of time required for project approval will not adversely affect the developer’s ability to access funding.

Table A-43. Application Processing Times	
Application	Approximate Time Frame
One-story single-family Residential design review*	4 weeks – building permit; architectural review process before or concurrent with tentative map
Two-story single-family Residential design review*	4 weeks – building permit; architectural review process before or concurrent with tentative map
Variances	3–5 months – Planning Commission
Tentative maps	3–6 months – Planning Commission
Commercial and multi-family design review	8 weeks from the time an application is deemed complete
Projects with environmental review	Negative declaration – 2–6 months from completed application; environmental impact report – 6 months to 1 year from completed application
Rezone	6–9 months
General plan amendment	6–12 months
Boundary line adjustment	3 weeks
Parcel map	6–12 weeks from completed application
Subdivision map (project)	3–6 months from completed application
Conditional Use Permit	3–5 months

Source: City of West Sacramento 2010

*Residential design review is required for residential projects in Southport, Washington, and West Capitol areas.

Table A-44. Typical Processing Procedures by Project Type			
	Single-Family Unit	Subdivision	Multi-family
Typical Approval Requirements	Site plan	Tentative map	Site plan
		Initial Study	Design review
		Site Plan	
		Final Map	
		Design Review	
Est. Total Processing Time	2 months	1 year	6 months

The City’s development application and permit processing standards are designed to provide an efficient process to allow residential developers to receive building permits when the project and housing type meets development standards in the zoning code or agreed-to standards within a development agreement or planned development permit. When a development application is received for a use that is permitted by right within the zoning ordinance, planning staff reviews the application to ensure that the proposed use conforms to the development standards of the zone. Design review and site plan review are conducted by staff to ensure that the use complies with the zoning code; no additional entitlements are required as a prerequisite to obtaining a building permit.

The wide variety of project applications makes it difficult to determine average processing time by housing product type. A single-family application on an appropriate sized lot can be approved within two months, and is only subject to site plan and design review. A multi-family application that conforms to the zoning code can be approved between two and six months. For a new subdivision, the process is more complicated and depending where the subdivision is located and what improvements are needed may take between six months and one year. Tentative maps are approved by the City’s Planning Commission and final maps are approved by the City Council.

The City’s Project Review Committee (PRC) offers a mechanism for applicants to receive early comments on projects before they are submitted for building permits or other entitlement processing. The PRC meets weekly or as often as necessary and includes representatives from all City departments and divisions that deal with development projects, including representatives from the City’s Building Division, Development Engineering Division, Planning Division, Fire Department and Police Department, and Public Works/Recycling Division. The comments from the PRC help to decrease the time by which permits for residential development projects are processed.

Architectural/Design Review Requirements

The City requires design review of proposed projects for consistency with specific plan development standards and compliance with design guidelines adopted as part of specific plans. Design review is required for the Bridge District Specific Plan area, the Southport Framework Plan area, the West Capitol Avenue Streetscape Master Plan area, and the Washington Specific Plan area. Design review is completed at the staff level and is prior to or concurrent with building permit review. Design review is not a separate permit requiring a public hearing and does not add substantial time or cost to development approval.

Neighborhood Input

Neighborhood groups often provide advisory comments on projects. The City provides staff support to these groups for a wide range of neighborhood planning issues. The City encourages developers

(residential and nonresidential) to meet with local neighborhood groups about the project; however, this is not a requirement of the permit process.

Conditional Use Permits

The Conditional Use Permit process requires the payment of a fee and an application to be filed with the Community Development Department. After analysis by staff, environmental review, and public noticing, the Planning Commission will hold a public hearing on the requested Conditional Use Permit. The Planning Commission may then approve, conditionally approve, or disapprove an application for the permit.

The criteria for approval of a Conditional Use Permit are:

- The requested use is within the applicable zone and complies with all other applicable provisions of this Title and all other titles of the West Sacramento Municipal Code.
- The requested use will not be averse to the public health, safety, or general welfare of the community, nor detrimental to surrounding properties or improvements.
- The requested use will be consistent with the General Plan or any applicable specific plan.
- The proposed use complies with any design or development standards applicable to the zone or the use in question, unless waived or modified pursuant to the provisions of Title 17 of the City's zoning code.
- The design, location, size, and operating characteristics of the proposed activity are compatible with the existing and reasonably foreseeable future land uses and circulation in the vicinity.
- The site is physically suitable for the type, density, and intensity of the use being proposed, including access, utilities, and the absence of physical constraints.

The criterion for the use to be compatible with the neighborhood it is located in is typical for discretionary permits in most communities, but creates the potential for ad hoc decisions that could pose a constraint to housing or shelter alternatives for special needs groups. In practice, West Sacramento has implemented the Conditional Use Permit process in a manner that does not pose a substantial constraint to the location of such uses. Neighborhood compatibility is addressed through conditions for parking (according to the zoning ordinance), off-site noise, lighting, signage, hours of operation, and other requirements that do not impede the location of such housing and shelter alternatives but set reasonable standards on their operations.

Analysis

The time required for development approval in West Sacramento is not a constraint or substantial cost to housing developers. The City's PRC offers a mechanism for applicants to receive early comments on projects before they are submitted for building permits or other entitlement processing.

Design review is required in specific plan areas but is not a separate permit requirement requiring a public hearing that adds substantial time or cost to development approval. Design review and citizen comment procedures are not a constraint.

Conditional Use Permits have the potential to act as a constraint to development based on the criterion of neighborhood compatibility. However, in practice, neighborhood compatibility is addressed through

conditions of operation, rather than limiting the location of these uses. Thus, the City's Conditional Use Permit process is not a constraint to housing development.

Special Needs Groups

Reasonable Accommodation

The City provides public information at its permit counter that summarizes policies, regulations, and permit processes for accommodations designed to meet the needs of persons with disabilities. Individuals with special needs can also contact the City in advance through one of several communications channels to discuss their needs for variances or exceptions from the customary application of building and zoning regulations to install improvements or make modifications to allow accessibility on their properties. A City staff person at the public counter will determine the nature of the need and ensure that persons requesting accommodations will have reasonable access to the requested services of the responsible City department. The City is in the process of preparing a reasonable accommodations ordinance.

West Sacramento currently provides reasonable accommodations for persons with disabilities to allow equal access to public services and facilities and equal participation in all public processes, including zoning and building regulation. Individuals with disabilities receive accommodations at the City's public counter to access City services. The City follows the same accommodations procedure for persons with special needs who desire to participate in public events in City facilities (such as public hearings, meetings, and other community events). City offices and venues for City-supported events are accessible to individuals with disabilities.

As a general practice, the City allows zoning and building code exceptions to individuals who request access accommodations. Existing requirements do not constrain the application of the City's reasonable accommodation procedures to permit processing, zoning, building codes, approval of residential care facilities, or physical accessibility efforts.

Zoning and Land Use

As noted above, the City provides a number of exceptions and variance procedures to zoning and land use requirements to accommodate the needs of persons with disabilities. In addition to building modifications to accommodate disabilities, the City allows exceptions to parking, setbacks, and other zoning standards for housing for persons with disabilities.

The City also allows many types of special needs housing to meet the needs of persons with disabilities in its residential and commercial zones. The City permits, or conditionally permits, the following types of residential uses for persons with special needs and/or disabilities:

- Group residential (i.e., rooming and boarding houses, and dormitories) and SROs in all residential zones and the C, CBD, WF (waterfront), and MU (mixed use) zones
- Assisted living facilities in the R-2, R-2.5, R-3, MU-NC, and MU-C zones
- Residential care facilities in all residential zones
- Emergency shelters in the M-L, M-1, M-2, M-3 and BP zones

The City requires one parking space per 1,000 square feet of senior, handicapped, or group housing. However, parking standards include a provision for the City to make parking determinations on a case-by-case basis where necessary to facilitate the development of affordable housing.

The zoning ordinance includes a broad definition of family that includes a group of unrelated persons living together in its zoning ordinance and does not regulate the spacing of emergency shelters, residential care facilities, or SROs. The City complies with fair housing laws.

Permits and Processing

The City does not have a specific process to address accessibility retrofits but follows its reasonable accommodations process.

The City permits several types of residential uses that could benefit persons with disabilities without a Conditional Use Permit process.

Some types of special needs housing allowed without Conditional Use Permits are:

- Group residential (i.e., rooming and boarding homes and dormitories) and SROs in the R-2.5 and R-3 zones.
- Assisted living facilities in the R-2, R-2.5, and R-3 zones.
- Residential care facilities of six or more in the R-2, R-2.5, and R-3 zones.
- Residential care facilities of six or less in AG and all residential zones.

The City's Conditional Use Permit process is used for special needs housing not allowed by right. It requires that the applicant comply with zoning standards for the district where the proposed use will be located and that health and safety concerns related to operation of the facility are addressed. Use-specific standard restrictions are not imposed as part of this process. The comment period for these uses does not differ from other types of residential development. The City attempts to focus public hearings on zoning and other development standards issues, not the characteristics of the residents. However, some types of residential care facilities will create community concerns no matter how streamlined the permit process, whether an administrative approval procedure has been adopted, or whether City staff focus their report and recommendations to the Planning Commission and City Council on zoning standards and building code requirements. The significant number of special needs housing facilities in West Sacramento attests to efforts of the City to accommodate such housing in the community and integrate these uses into the character of the neighborhoods where they are located.

Building Codes and Residential Design

As required by state law, the City uses the 2019 edition of the California Building Standards Codes found in Title 24 of the California Code of Regulations (Title 24– the City has adopted two local amendments to Title 24; one prevents a permit from being valid or issued before the payment of required fees, and the other alters the required depth and width of footings). The City's local amendments to Title 24 are not expected to affect the provision of housing affordable to all income levels. The City does not require universal design for residential structures to include features for handicapped accessibility or visitability (other than for compliance with federal and state standards for handicapped accessible units).

In 2019, the City adopted the mandatory provisions of the 2019 CALGreen Code (CALGreen). CALGreen provides requirements that significantly decrease energy use in new buildings. In addition to

the mandatory requirements, the City also adopted as mandatory the following voluntary measures from CALGreen:

- A4.203.1, Tier 1 (energy performance)
- A4.303.1, Tier 1 and Tier 2 (kitchen faucets and dishwashers)
- A4.304.1 (outdoor potable water use in landscape areas)

The City amended CALGreen to include any building that increases its floor space by 4,000 square feet. The adopted CALGreen provisions may increase the cost of new home construction and may be a constraint on development. However, energy-efficient buildings provide utility savings to occupants and decrease the burden of housing costs.

Analysis

The City has not identified other constraints to the provision of housing for residents with disabilities or members of special needs groups. The City follows this same accommodations process for persons with special needs who desire to participate in public events in City facilities (such as public hearings, meetings, and other community events). The City provides a number of exceptions and variance procedures to zoning and land use requirements to accommodate the needs of persons with disabilities. In addition to building modifications to accommodate disabilities, the City permits exceptions to parking, setback, and other zoning standards for housing oriented to persons with disabilities. The City has not adopted local amendments to the Title 24 or CALGreen affecting the ability of persons with disabilities to obtain reasonable accommodations or exceptions to meet their special housing or supportive service needs. This Housing Element will adopt a reasonable accommodations ordinance.

Zoning and Building Code Enforcement

Code Enforcement

The City recognizes that full compliance with current standards of the Title 24 and other codes can create a disincentive for property owners to rehabilitate substandard housing, particularly rental housing. The City attempts to combine code enforcement with financial incentives for low-income property owners and rental property owners with low-income tenants to increase the success of the City's housing rehabilitation efforts.

The City conducts code enforcement primarily on a complaint basis but will periodically conduct proactive enforcement in neighborhoods with known concentrations of code violations. The City's code enforcement focuses on compliance with minimum health and safety standards. As part of its code enforcement efforts, the City attempts to provide the flexibility necessary to meet special needs, such as those for persons with disabilities (as noted above). Code enforcement is not used in a discriminatory manner to displace certain groups of individuals but to improve the living standards of West Sacramento residents and neighborhood conditions. To the City's knowledge, its approach to code enforcement has not created significant barriers to improving substandard housing or making modifications to dwelling units to accommodate special needs. By combining code enforcement with financial and other incentives, the City has encouraged many property owners to rehabilitate and improve the level of maintenance and management of residential properties to the benefit of occupants and neighborhoods with substandard property conditions.

As previously discussed, the City has limited ability to conduct code enforcement in mobile home parks because jurisdiction for mobile home park inspections lies with the California Department of Housing and Community Development. The City has determined that it is not viable to assume code enforcement especially given the limitations of the Mobilehome Park Residency law relative to code enforcement in other residential areas.

The City's approach to code enforcement ensures that special needs housing can reasonably locate and operate in the city. The significant number of special needs housing and service uses in the city—emergency shelters, transitional housing, residential care facilities, independent living facilities, and service providers—indicates that the City's code enforcement activities have not created significant constraints to special needs housing and supportive services.

Analysis

The City's approach to code enforcement ensures that health and safety standards are met. By combining code enforcement with financial and other incentives, the City has encouraged many property owners to rehabilitate and improve the level of maintenance and management of residential properties to the benefit of occupants and neighborhoods with substandard property conditions. The City's code enforcement practices are not a constraint to the availability of affordable housing.

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A-4 –Energy Conservation

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A.4 Energy Conservation

According to the US Department of Energy, the residential sector accounts for 21 percent of the country's annual energy use.¹³ Within the home, 32 percent of residential energy is used for space heating and cooling; 14 percent is used for water heating; and 10 percent is used for lighting.¹⁴ Energy conservation provides the dual benefits of promoting environmental sustainability and reducing monthly energy costs, which is a component of long-term housing affordability.

Opportunities for residential energy conservation exist at all scales, from individual home appliances to city design. Building design, construction techniques, street layouts, and zoning patterns all affect energy consumption and can therefore support its reduction.

Constructing new homes with energy-conserving features, in addition to retrofitting existing energy-inefficient structures, can result in lower monthly utility costs. Further examples of energy conservation opportunities include:

- Sealing a home's building envelope (doors, windows, walls, foundation, roof, and insulation) to prevent energy leaks that increase heating and cooling costs.
- Installing energy-efficient appliances, lighting, and mechanical systems (e.g., heating, ventilation, and air conditioning).
- Installing a "cool roof" that reflects solar radiation in order to lower heating costs and reduce the urban heat island effect.
- Designing and orienting buildings to take advantage of natural systems such as sun, shade, and wind, which can provide heating, cooling, and energy-generation opportunities.
- Supporting attached housing design, which reduces the number of exterior walls per unit and results in lower per-unit heating and cooling costs.
- Promoting infill development, especially along transportation corridors, to use existing infrastructure and services.

In California, state law (Government Code Section 65583[a][7]) requires local governments to address energy conservation issues when updating a housing element. According to the California Department of Housing and Community Development, these elements should contain an analysis of opportunities for residential energy conservation. It is the intent of this requirement to promote energy-efficient housing systems and building design as well as the use of energy-saving features and materials during construction.

A.4.1 STATE OF CALIFORNIA

Two major state initiatives focus on energy conservation and directly relate to housing issues: energy-efficient building code standards and greenhouse gas emissions reduction. These are described below.

¹³ Source: US Department of Energy at <http://www.eia.gov/totalenergy/data/annual/index.cfm>

¹⁴ Source: US Department of Energy at <https://www.eia.gov/consumption/residential/>

A.4.1.1 State Energy Efficiency Requirements for New Construction (Title 24)

All new construction in West Sacramento is subject to the requirements of the California Energy Commission's Title 24 energy efficiency standards. Each city and county must enforce these standards as part of its review of building plans and issuance of building permits. These standards apply to building components such as wall and ceiling insulation, thermal mass, and window to floor area ratios and are designed to reduce heat loss and energy consumption. The Title 24 requirements also apply to major remodeling projects, such as home additions.

A.4.1.2 Greenhouse Gas Emissions Reduction (Assembly Bill 32)

The threat posed by global warming to California's public health and economic and environmental well-being prompted the California Legislature to adopt the California Global Warming Solutions Act (Assembly Bill [AB] 32) in 2006. The legislature has found human activity to be one of the leading contributors to increasing levels of greenhouse gases (GHG), including carbon dioxide and methane. The state has declared that GHGs contribute to increasing average global temperatures and to changes in climate throughout the world. The purpose of the act is to reduce GHG emissions to 1990 levels by 2020, an approximately 25 percent reduction from what emissions are expected to be in 2020 without significant state or federal action.

The California Air Pollution Control Officers Association (CAPCOA), which represents local air districts, produced a report on ways to reduce GHGs at the local level, including steps that cities and counties can take to contribute to the goals of AB 32. At the local level, CAPCOA recommended the adoption of general plan policies and implementation measures that encourage energy conservation through community layout and design. Many of the recommendations are relevant for residential energy conservation, including the following:

- Promote walkability through a highly connected street system with small blocks.
- Promote mixed-use neighborhood centers and transit-oriented development.
- Promote the use of fuel-efficient heating and cooling equipment and other appliances.
- Encourage green building designs in both new construction and building renovation, including reflective roofing and energy-efficient building materials.
- Encourage building orientations and landscaping that enhance natural lighting and sun exposure.
- Encourage the expansion of neighborhood-level retail and services, as well as public transit opportunities throughout the area to reduce automobile use.
- Encourage the development of affordable housing throughout the community, as well as development of housing for elderly and low- and moderate-income households, that is near public transportation services.

A.4.2 SACRAMENTO AREA COUNCIL OF GOVERNMENTS

The Sacramento Area Council of Governments (SACOG) adopted the Blueprint Preferred Scenario (Blueprint) to guide regional growth and transportation planning. The Blueprint promotes compact, mixed-use development and serves as the basis for SACOG's Metropolitan Transportation Plan for 2035.

The core principles of the Blueprint project are:

- Variety in transportation and housing choices
- Compact development
- Mixed land uses
- Infill development that uses existing assets

Applied together, these principles could result in significant residential energy savings by placing more homes closer to jobs and other daily destinations, which would support more transit use and less reliance on automobiles, and which is important since transportation is the top user of energy.

The Blueprint assumes that a greater proportion of future development will concentrate within the City of Sacramento than occurred during the previous 40 years. Based on the core principles listed above, the Blueprint intends for more growth to occur within new mixed-use developments and neighborhoods; through infilling of existing neighborhoods, reuse of older commercial corridors, and intensification of the central city area; and through higher-density mixed-use developments around transit stations. Energy conservation will result from focusing development, particularly housing, in densely developed neighborhoods and by intensifying the city center.

A.4.3 ENERGY ASSISTANCE PROGRAMS

Pacific Gas and Electric Company (PG&E) offers several programs to promote energy conservation and assist lower-income residential customers with their home energy costs. PG&E offers incentives for energy conservation, including rebate programs for old appliances and free energy audits. It also provides public education and outreach programs that teach energy saving tips. The PG&E customer assistance programs for lower-income households are listed below:

- California Alternate Rates for Energy (CARE) is PG&E's discount program for low-income households and housing facilities. CARE provides a substantial discount for each tier of electricity use. The CARE program also only has three tiers of rates, as opposed to non-tier customers who have four tiers of rates. Under the CARE program, Tier 1 and Tier 2 rates are 31 percent cheaper, and Tier 3 rates are 58 percent cheaper than regular rates. The program applies to single-family homeowners, tenants who are metered or billed by landlords, and group-living facilities.
- Family Electric Rate Assistance (FERA) is a discount program for families of three or more with low to moderate income. The program is available to both single-family and multi-family residential customers.
- Relief for Energy Assistance for Community Help (REACH) is a one-time energy assistance program for low-income homeowners who cannot pay their utility bill because of a sudden financial hardship. The program is targeted to the elderly, disabled, sick, working poor, and unemployed. Eligibility is determined by the Salvation Army and requires a household income that does not exceed 200 percent of the federal poverty level.

- Energy Partners is PG&E's free weatherization program. Approved contractors work with low-income customers to make their homes more energy efficient. The work usually involves weather stripping, additional insulation, and furnace repair. Income restrictions apply.
- Energy Savings Assistance Program provides assistance to income-qualified renters and homeowners with household improvements including fluorescent lights, caulking, showerheads, minor home repair, replacement of an old refrigerator, furnace, and/or water heater, and energy savings tips.

PG&E also offers reduced rates for residential customers dependent on life support equipment, or with special heating and cooling needs caused by certain medical conditions. The utility also offers a balanced payment plan for customers who experience higher heating or cooling costs during the extreme weather months.

In addition to the programs above, the California Department of Community Services and Development has a Low Income Home Energy Assistance Program (LIHEAP) to assist low-income homeowners with weatherization and energy bills. The LIHEAP Weatherization Program provides free weatherization services such as attic insulation, caulking, water heater blanket, heating/cooling system repair, and other conservation measures. LIHEAP also provides payments for weather-related or energy-related emergencies and financial assistance to eligible households.

A.4.4 CITY OF WEST SACRAMENTO POLICIES AND PROGRAMS

The City is working toward a compact, walkable core through infill development. Mixed land uses, short street blocks, and a variety of housing types are providing opportunities for energy conservation at both the individual building and neighborhood levels.

The City also made a commitment to energy conservation through the adoption of 2019 CALGreen Code (CALGreen) requirements. CALGreen provides standards that significantly decrease energy use in new buildings. In addition to the mandatory requirements, the City adopted as mandatory the following voluntary measures from CALGreen:

- A4.203.1, Tier 1 (energy performance)
- A4.303.1, Tier 1 and Tier 2 (kitchen faucets and dishwashers)
- A4.304.1 (outdoor potable water use in landscape areas)

The City also amended CALGreen to include any building that increases its floor space by 4,000 square feet.

Additionally, the City supports energy conservation through its policies and programs. The current Housing Element has two policies and one program to promote residential energy conservation in new construction and rehabilitation projects. Policy HE-3.1 encourages the use of energy conservation and technology in residential construction. Policy HE-3.2 directs the City to make funds available for energy conservation and weatherization of lower-income rehabilitation projects, which supports long-term affordability by lowering home heating and cooling costs. Program HE-PR-3.1 aims to increase public awareness of energy conservation opportunities by distributing information on available weatherization and energy conservation programs and ensuring compliance with Title 24.

A.4.5 CONCLUSION

Over one-fifth of national energy consumption is attributed to the residential sector. Establishing policies and programs that support energy conservation across all levels of residential development promotes a healthier environment and increases long-term housing affordability. The City enforces Title 24 standards to increase energy conservation in new construction, and works with PG&E to promote weatherization and energy-conserving rehabilitation of existing structures. The City is also implementing a neighborhood-level approach to energy conservation through infill projects. This approach is increasing densities at employment and transportation nodes and is providing a variety of housing and transportation options.

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APPENDIX B

Sites Inventory and Map

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B. SITES INVENTORY AND MAP

Table B-1. Vacant Unentitled Sites					
Map ID	APN	Zoning	Land Use	Total Acres	Realistic Units
Lower Income Units					
1	010-464-003-000	WF	RMU	0.52	47
2	010-473-039-000	WF	RMU	1.15	104
3	058-310-001-000	WF	RMU	7.77	699
4	058-310-003-000	WF	RMU	1.13	102
5	058-310-005-000	WF	RMU	3.78	340
6	058-310-009-000	WF	RMU	2.81	253
7	058-320-018-000	WF	RMU	4.34	391
8	058-320-037-000	WF	RMU	1.15	104
9	058-320-044-000	WF	RMU	0.55	50
10	058-320-087-000	WF	RMU	3.36	302
11	058-340-014-000	WF	RMU	0.60	54
12	058-340-027-000	WF	RMU	2.00	180
13	058-350-048-000	WF	RMU	6.71	604
	Subtotal WF			35.87	3,228
15	014-803-021-000	R-3	HR	1.15	46
16	014-804-025-000	R-3	HR	0.64	26
17	014-805-026-000	R-3	HR	0.75	30
	Subtotal R-3			2.54	102
18	010-372-002-000	MU-NC	MU-NC	1.09	33
19	046-010-011-000	MU-NC	MU-NC	55.94	1,678
20	067-180-002-000	MU-NC	MU-NC	12.03	361
	Subtotal MU-NC			69.06	2,072
	Subtotal			107.47	5,402
Moderate and Above Moderate Income Units					
21	046-010-037-000	MU-NC	MU-NC	2.49	75
22	046-010-004-000	MU-NC	MU-NC	9.73	292
23	010-193-006-000	MU-NC	MU-NC	0.29	9
24	010-193-008-000	MU-NC	MU-NC	0.15	5
25	010-193-010-000	MU-NC	MU-NC	0.37	11
26	010-471-007-000	MU-NC	MU-NC	0.07	2
27	010-320-014-000	MU-NC	MU-NC	2.38	71
28	010-320-038-000	MU-NC	MU-NC	8.10	243
29	067-180-073-000	MU-NC	MU-NC	26.07	782
	Subtotal MU-NC			49.65	1,489
30	008-140-089-000	CBD	CBD	2.17	65

Table B-1. Vacant Unentitled Sites					
Map ID	APN	Zoning	Land Use	Total Acres	Realistic Units
31	008-150-066-000	CBD	CBD	1.05	32
32	008-150-067-000	CBD	CBD	0.63	19
33	067-330-017-000	CBD	CBD	3.52	106
	Subtotal CBD			7.37	221
34	067-330-020-000	WF	RMU	0.32	29
35	010-462-001-000	WF	RMU	3.13	282
36	010-475-003-000	WF	RMU	0.07	6
37	010-475-006-000	WF	RMU	0.07	6
38	010-471-012-000	WF	RMU	0.22	20
39	058-270-008-000	WF	RMU	3.45	310
40	058-270-009-000	WF	RMU	3.28	295
	Subtotal WF			10.54	948
41	010-191-018-000	R-3	HR	4.08	163
42	010-495-028-000	R-3	HR	0.04	2
43	010-492-005-000	R-3	HR	0.09	4
44	010-492-002-000	R-3	HR	0.09	4
45	067-220-010-000	R-3	HR	0.21	8
46	010-491-008-000	R-3	HR	0.16	6
47	010-491-025-000	R-3	HR	0.18	7
48	010-466-009-000	R-3	HR	0.17	7
49	010-495-004-000	R-3	HR	0.14	6
50	067-210-006-000	R-3	HR	0.18	7
51	010-494-003-000	R-3	HR	0.19	8
52	010-494-007-000	R-3	HR	0.22	9
53a	046-050-077-000	R-3	HR	36.31	1,452
54a	046-100-015-000	R-3	HR	2.65	106
55a	046-100-003-000	R-3	HR	3.08	123
56a	046-100-016-000	R-3	HR	7.70	308
	Subtotal R-3			55.49	2,219
57	045-280-015-000	R-2	MR	1.10	11
58	045-280-016-000	R-2	MR	0.11	1
59	008-114-038-000	R-2	MR	0.42	4
60	008-131-074-000	R-2	MR	0.23	2
61	008-192-002-000	R-2	MR	0.43	4
62	008-192-012-000	R-2	MR	0.16	2
63	008-193-071-000	R-2	MR	0.42	4
64	010-194-006-000	R-2	MR	0.13	1
65	010-463-004-000	R-2	MR	0.22	2

Table B-1. Vacant Untitled Sites					
Map ID	APN	Zoning	Land Use	Total Acres	Realistic Units
66	010-471-014-000	R-2	MR	0.59	6
67	010-483-005-000	R-2	MR	0.1	1
68	010-484-001-000	R-2	MR	0.09	1
69	010-484-012-000	R-2	MR	0.29	3
70	010-503-033-000	R-2	MR	0.41	4
71	010-511-035-000	R-2	MR	0.14	1
72	010-523-001-000	R-2	MR	0.13	1
73	010-523-026-000	R-2	MR	0.08	1
74	010-523-029-000	R-2	MR	0.53	5
75	010-523-032-000	R-2	MR	0.65	6
76	010-523-024-000	R-2	MR	0.08	1
77	014-460-027-000	R-2	MR	0.59	6
78	014-460-033-000	R-2	MR	0.39	4
79	014-471-009-000	R-2	MR	0.65	6
80	014-482-019-000	R-2	MR	0.16	2
81	014-482-020-000	R-2	MR	0.16	2
82	014-482-021-000	R-2	MR	0.16	2
83	014-482-023-000	R-2	MR	0.41	4
84	014-483-018-000	R-2	MR	0.29	3
85	014-491-011-000	R-2	MR	0.69	7
86	014-491-012-000	R-2	MR	0.46	4
87	014-491-013-000	R-2	MR	0.71	7
88	058-121-001-000	R-2	MR	0.49	5
53b	046-050-077-000	R-2	MR	39.16	376
	Subtotal R-2			50.63	486
53c	046-050-077-000	R1-B	LR	32.28	129
54b	046-100-015-000	R1-B	LR	58.86	235
55b	046-100-003-000	R1-B	LR	4.28	19
56b	046-100-016-000	R1-B	LR	2.88	11
	Subtotal R1-B			98.30	394
	Subtotal			271.98	5,758
Total				379.45	11,159

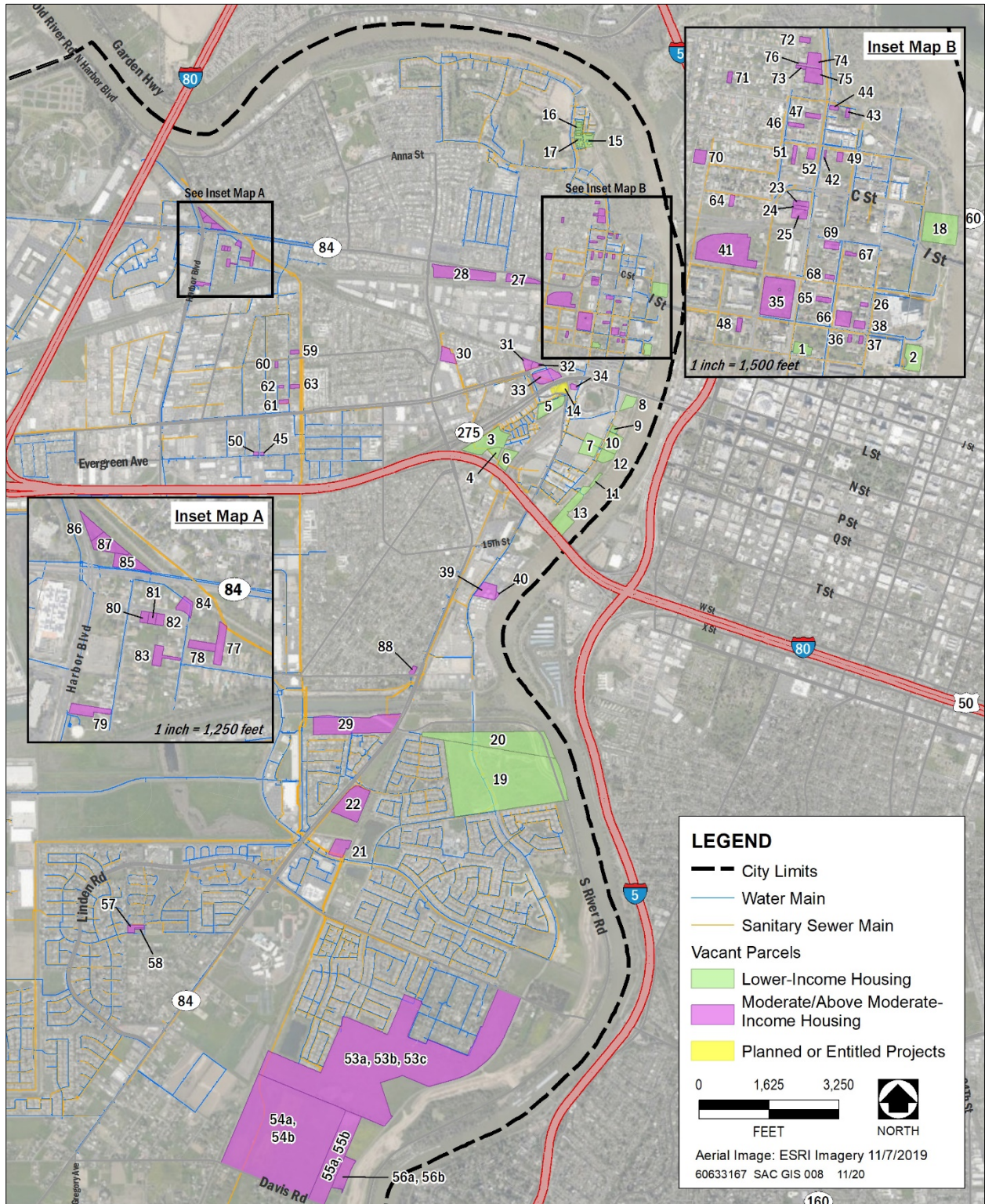


Figure B-1. Vacant Lands

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APPENDIX C

Program Evaluation

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C. PROGRAM EVALUATION

C.1 Introduction

This section of the West Sacramento Housing Element contains a summary and evaluation of the effectiveness of each program contained in the prior (2013) Housing Element and the progress in implementing each program, including:

1. Whether the City achieved its program objectives, including an analysis of what the City achieved versus what was projected or planned in the 2013 Housing Element;
2. Whether the City exceeded, met, or fell short of projected outcomes; and
3. Identification of the causes for differences between projected outcomes in the 2013 Housing Element and actual achievements.

This section also includes a determination of whether programs from the 2013 Housing Element should be modified to increase the City's likelihood of achieving its program objectives, and whether the objectives should be revised. Some program outcomes are quantified (e.g., the number of housing units constructed or rehabilitated). Other outcomes cannot be quantified and are instead described qualitatively (e.g., the elimination of a constraint to housing production).

Finally, this section also evaluates:

1. The appropriateness of goals, objectives, policies, and programs based on the progress and effectiveness of the previous Housing Element; and
2. What changes should be made in the 2021 - 2029 Housing Element to goals, policies, and programs to incorporate what has been learned from the results of the previous Element.

NOTE: Proposed changes summarized in this Program Evaluation are based on additions, modifications, and deletions shown in underscored (added) and lined out (deleted) text shown in the Goals, Policies, and Program Section.

C.2 Summary of West Sacramento Implementation - Progress 2013 – 2019

This section of the 2021 -2029 Housing Element Update summarizes the City's program implementation results between 2013 and 2019. The following table provides annual data showing the number of housing units by income affordability approved by the City and the number of housing units constructed by affordability to very low-, low-, and mixed-income households.

C.3 Housing Production and Housing Element Program Implementation Status

Between 2013 and 2019, the City approved permits for 1,494 additional housing units, with 4,483 housing units of the City's RHNA allocation remaining to be entitled of the City's total RHNA allocation of 5,977 housing units (See Table C-1). Of the total units approved, 127 were deed restricted for very low-income

households, 18 deed restricted and 4 non-deed restricted for low-income households, 894 deed restricted for moderate-income households, and 451 for above moderate-income units (deed restrictions are not applicable to above moderate-income units).

Further details regarding housing approvals/production and affordability by income level are provided in the annual reporting data, included below (Table C-2), in this progress report. Also included below are details regarding progress in implementing the City’s 2013 Housing Element (Table C-3).

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Table C-1. 2013-2020 Housing Production

Income Level		RHNA Allocation by Income Level	2013	2014	2015	2016	2017	2018	2019	2020	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low	Deed Restricted	1,316	69		58						127	1,189
	Non-Deed Restricted											
Low	Deed Restricted	923			18						22	901
	Non-Deed Restricted						4					
Moderate	Deed Restricted	1,111									894	217
	Non-Deed Restricted		437	42	42	83	125	106	59			
Above Moderate		2,627	76	20	19	20	12	44	260		451	2,176
Total RHNA		5,977										
Total Units			582	62	137	103	137	154	319		1,494	4,483

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Table C-2. Annual Building Activity Report Summary - New Construction Very Low-, Low-, and Mixed-Income Multifamily Projects

Housing Development Information								Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions	
1	2	3	4				5	5a	6	7	8
Project Identifier (may be APN No., project name, or address)	Unit Category	Tenure R=Renter O=Owner	Affordability by Household Incomes				Total Units per Project	Est. # Infill Units*	Assistance Programs for Each Development (See Instructions)	Deed Restricted Units (See Instructions)	Note below the number of units determined to be affordable without financial or deed restrictions and attach an explanation how the jurisdiction determined the units were affordable. Refer to instructions.
			Very Low-Income	Low-Income	Moderate-Income	Above Moderate-Income					
Bridge Housing	5+	Renter					70	70	Low Income Housing Tax Credits, Redevelopment Agency or Successor Agency Funds	69	
836 Bronze Lane	SF	Owner	0	0	1	0	1	1	Inclusionary Housing Program	1	Inclusionary Housing Program
432 Jasmine	SF	Owner	0	0	1	0	1	1	Neighborhood Stabilization Program	0	Neighborhood Stabilization Program
(9) Total of Moderate and Above Moderate from Table A3					437	76			* Note: This field is voluntary		
(10) Total by Income Table A/A3		69	0	437	76						
(11) Total Extremely Low-Income Units*											

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Table C-3. Summary of Housing Programs

Program	Target Objective	Outcome	Proposed Changes
<p>PROGRAM HE-PR-1.1: Vacant Land Inventory to Accommodate Future Housing Needs</p> <p>The City will continue to zone land and adopt specific plans to ensure adequate sites at various densities to allow for the construction of sufficient housing to meet its Sacramento Area Council of Governments (SACOG) regional housing allocation between 2013 and 2021. The City will review the amount of land zoned for various residential uses biannually in conjunction with the amount and types of housing produced in the previous two years to determine if changes in zoning may be needed to meet City housing needs. Such zoning changes will be adopted annually, as needed.</p> <p>The City will update its inventory of vacant, residentially zoned parcels and a list of approved residential projects, and will make this information available to the public, area real estate agents and firms, and developers. The City will update the inventory and list at least every two years and post this</p>	<p>Evaluate housing production by type and affordability in the city every two years.</p> <p>Analyze housing production against sites identified in the land inventory and suggest zoning changes as necessary to ensure the availability of sites to accommodate the City’s projected housing need for lower- and moderate-income households.</p> <p>Maintain an adequate supply of land to accommodate the City’s regional housing allocation by income level from SACOG.</p>	<p>The Housing Element was adopted in September 2013 and certified in October 2013. A list of approved residential projects is available on the City’s website.</p> <p>In 2014, as a component of the Washington Study and funded with City monies and a US Department of Housing and Urban Development (HUD) Sustainable Communities Challenge grant, the City identified vacant parcels and underutilized parcels in the Washington district that may be subject to redevelopment as higher-density housing in the future.</p> <p>In 2017, a comprehensive vacant land survey was completed. The survey found a total of 320 acres of vacant mixed-use zones that allow for residential development and 1,060 acres of vacant land in residential zones. The vacant inventory was determined to be sufficient to accommodate the City’s regional housing allocation.</p> <p>A vacant land inventory was completed as part of the City’s 2021 Housing Element Update.</p> <p>The City Council approved a substantially re-written Zoning Ordinance on January 16, 2019 and approved the second reading on February 20, 2019. The new Zoning Ordinance became effective March 25, 2019. The new Zoning Ordinance is “outcome based,” related to building forms and land uses to ensure that residential capacity is increased through increased densities in both residential and mixed-use districts, broadened allowance of housing in specified commercial zones, increased residential capacity in mixed-use zones, and compliance with new state laws that increase the allowance of accessory dwelling units, supportive and special needs housing, and temporary housing/ homeless facilities.</p>	<p>The program is revised to focus on ensuring adequate sites at various densities to meet its RNHA obligation for all income and special needs groups.</p> <p>The City will continue to implement appropriate zoning¹⁵ to ensure adequate sites at various densities to allow for the construction of sufficient housing to meet its SACOG regional housing allocation for all income and special needs groups between 2021 and 2029.</p> <p>The City will continue to annually monitor and review the amount of land zoned for various residential uses, and other zones that permit residential uses, to maintain an adequate supply of sites for housing for all income levels. The annual review will determine if changes in zoning may be needed to meet City’s housing needs.</p>

¹⁵ West Sacramento updated its Zoning Code in 2018 (codified in 2019) including review of zoning within specific plan and riverfront master planned areas, to ensure that adequate sites are available to accommodate its 2021 -2029 RHNA allocation for all income levels.

Table C-3. Summary of Housing Programs

Program	Target Objective	Outcome	Proposed Changes
<p>information on the City’s website. The City will promote its land inventory through the City’s website and via distribution to developers and nonprofit housing providers active in the Sacramento region.</p>			<p>The City will include in its annual report on implementation of the Housing Element a review of housing production during the previous year. The City will adopt zoning changes, as needed, to accommodate its regional housing allocation.</p>
<p>PROGRAM HE-PR-1.2: Inclusionary Housing Requirements for Residential Development</p> <p>To ensure the construction of affordable housing in new growth areas, the City established an Inclusionary Housing (IH) Ordinance (Chapter 15.40) to be applied outside the former Redevelopment Project Area (Project Area). Chapter 15.40 was intended to serve as an adjunct to Chapter 15.10, which established affordable housing production policies inside the Project Area. With the elimination of the redevelopment agency, Chapter 15.10 will be repealed and Chapter 15.40 will be implemented citywide.</p> <p>Despite the loss of redevelopment and the current and foreseeable housing market conditions, the</p>	<p>Make the Inclusionary Housing Ordinance (Chapter 15.40) more efficient and provide greater benefit to households at the lower end of the income spectrum. Enforce the Inclusionary Housing Ordinance requirements:</p> <p>For newly constructed rental units:</p> <ul style="list-style-type: none"> • 5% affordable each to very low- and low-income households <p>For newly constructed ownership units:</p> <ul style="list-style-type: none"> • 10% affordable to low-income households <p>Allow developers to satisfy all or a part of the inclusionary housing requirement through one of the alternative methods if the City determines that the alternative will achieve goals</p>	<p>City staff continued to meet with stakeholders to discuss proposed changes to the IH Program.</p> <p>In April 2014, the City Council amended Chapter 15.40 of the Municipal Code, IH Program, to implement the HE-PR-1.2. Owners can pursue approved alternatives to encourage continued investment and development in the City. The amendments:</p> <ul style="list-style-type: none"> • Focus the City’s housing efforts on the lower end of the income spectrum; • Reduce the IH Program’s financial impact on market-rate housing; • Reduce the IH Program’s impact on staff, resources; and • Promote density <p>The City also allows for alternatives under the amended IH Program for owners of single-family subdivisions, including the payment of an in-lieu fee to fulfill all or part of an inclusionary housing obligation, which provides an infusion of funds into the Housing Trust Fund to be used for affordable housing projects already underway or in the planning stage. In 2013, the City secured the services of Economic and Planning Systems Inc. to determine if staff’s proposed housing in-lieu fee was empirically sound.</p>	<p>Chapter 15.10 was repealed, and Chapter 15.40 was implemented citywide.</p> <p>The City also established an Enhanced Infrastructure Financing District (EIFD) containing 14 project areas to replace some of the financing and other functions of the former redevelopment agency. More details on the City’s use of EIFDs can be found in Program HE-PR-5.1.</p> <p>Chapter 15.40 is being implemented to make the ordinance more efficient and to provide greater benefit to households at the lower end of the income spectrum.</p> <p>The amended Chapter 15.40 sets forth the</p>

Table C-3. Summary of Housing Programs

Program	Target Objective	Outcome	Proposed Changes
<p>City must find ways to continue to serve the original policy intent of both ordinances within a vastly constrained budget. Consequently, adjustments to Chapter 15.40 will be implemented to make the ordinance more efficient and to provide greater benefit to households at the lower end of the income spectrum.</p> <p>The amended Chapter 15.40 set forth the following procedures and standards for compliance with affordable housing requirements, which are also concepts that were recommended in the City’s Community Investment Action Plan (CIAP):</p> <ul style="list-style-type: none"> • For newly constructed ownership housing, the City will require that 10% of the units be affordable to low-income households. • For newly constructed rental housing, the City will require 5% of the units to be affordable to very low-income households and 5% to low-income households. <p><u>Compliance Alternatives</u></p> <p>To provide flexibility with the City’s Inclusionary Housing Ordinance, the amended Chapter 15.40 includes the following</p>	<p>set forth in the Housing Element.</p>	<p>Between 2018 and 2020, a total of six Affordable Housing Agreements were approved by the City Council. Revenue received by the City from the Housing Trust Fund Program is deposited into the Housing Trust Fund (Fund 261-9385). The City uses Housing fund to promote development of affordable housing through the following uses of funds:</p> <ul style="list-style-type: none"> • Gap financing loans to residential projects containing affordable housing; • Infrastructure improvements in support of affordable housing; and • Other predevelopment activities in support of affordable housing <p>The Housing department is responsible for development and implementation of affordable housing programs, policies, and projects for the City of West Sacramento. Other Housing department activities include providing gap financing loans for the construction or rehabilitation of affordable multi-family housing, and reporting on affordable housing production to various agencies such as the State Department of Housing and Community Development (HCD) and SACOG. The Housing department also administers the City’s Community Development Block Grant (CDBG) program.</p>	<p>following procedures and standards for compliance with affordable housing requirements, which are also concepts that were recommended in the City’s Community Investment Action Plan:</p> <p>For newly constructed ownership housing, the City will require that 10 percent of the units be affordable to low-income households.</p> <p>For newly constructed rental housing, the City will require 5 percent of the units to be affordable to very low-income households and 5 percent to low-income households.</p> <p>To provide flexibility, amended Chapter 15.40 allows developers to satisfy all or a part of the inclusionary housing requirement through an alternative method if the City determines the alternative will achieve goals set forth in the Housing Element.</p>

Table C-3. Summary of Housing Programs

Program	Target Objective	Outcome	Proposed Changes
<p>alternatives to be considered and negotiated on a project-by-project basis in exchange for providing the affordable housing units.</p> <ul style="list-style-type: none"> • Housing Trust Fund Program (HTFP) – This allows the developer to satisfy all or part of the inclusionary housing requirement by participating in the Housing Trust Fund Program. The Housing Trust Fund permits developers to make a payment to the City equivalent to the amount determined by the City to be necessary to provide gap financing to an affordable housing developer to produce the number of affordable units that would otherwise be required under the ordinance. • Other Alternatives – This allows the developer to satisfy all or part of the inclusionary housing requirement through another method proposed by the developer if the proposed alternative meets the general standards for approval outlined in Section 15.40.070(c). Possible alternatives include: <ul style="list-style-type: none"> a. Acquisition, rehabilitation, and conversion of existing market-rate units to inclusionary units. 			

Table C-3. Summary of Housing Programs

Program	Target Objective	Outcome	Proposed Changes
<p>b. Construction of inclusionary units at an off-site location.</p> <p>c. Acquisition and preservation of at-risk affordable rental units.</p> <p>Projects located within designated Urban Infill Areas are also eligible for the Urban Infill Area Incentive. This incentive applies to projects that are at or above 80% of the maximum density identified in the General Plan, Specific Plan or the specific site (as calculated by the City’s Planning Division) according to the incentive percentages shown below. The incentive shall be applied as a reduction to the amount normally required to be paid for the project under the HTFP.</p>			
<p>PROGRAM HE-PR-1.3: Density Bonuses</p> <p>The City will continue to implement Chapter 17.48 (now Chapter 17.23) of the West Sacramento Municipal Code (Zoning), the affordable housing density bonus ordinance, and offer one or more other incentives to encourage the construction of housing affordable for lower- and moderate-income households. On September 4, 2013, the City completed a revision to Chapter 17.48 to conform to Government</p>	<p>Undertake review the affordable housing density bonus implementing ordinance (Chapter 17.23) as part of biannual zoning ordinance updates to ensure the City continues to meet the requirements of Government Code Section 65915.</p> <p>Assumes up to 10 density bonus units during the planning period. <i>(Note: due to the higher range of required minimum densities and allowed maximum densities under the 2019</i></p>	<p>Review and update of density bonus ordinance was completed in 2013. No developers requested or were awarded a density bonus during the planning period.</p> <p>The City’s current density bonus requirements state that, if a project will include at least 20% of housing units will be sold or rented to low-income households, and the balance of the units are sold or rented to either low- or moderate-income households, the proposed project will not be disapproved or conditioned in a manner which renders the project infeasible for development for the use of low- and moderate-income households unless the decision making body makes certain findings per Cal. Govt. Code §65589.5, including if a project is not needed for the City to meet its share of the regional need of low- and/or moderate-income housing as outlined in the adopted Housing Element.</p>	<p>The City will continue to implement Chapter 17.23 of the West Sacramento Municipal Code (Zoning), the affordable housing density bonus ordinance, and offer one or more other incentives to encourage the construction of housing affordable for lower- and moderate-income households. The City will continue to promote its density bonus program and monitor density bonus</p>

Table C-3. Summary of Housing Programs

Program	Target Objective	Outcome	Proposed Changes
<p>Code Section 65915. The City will monitor density bonus housing units for compliance with the period of affordability specified in Chapter 17.48.</p> <p>Other incentives the City will consider in conjunction with density bonuses for low-income housing include (as described in Chapter 17.48), but are not limited to:</p> <ul style="list-style-type: none"> • Zoning and development regulatory incentives • Financial incentives • Modification of development standards <p>The City promotes its density bonus program through information available at the Community Development Department public counter and the Project Review Committee (PRC). The PRC is scheduled once an applicant has a preliminary site plan. The density bonus may also be discussed at any time during the tentative map approval process.</p>	<p><i>updated Zoning Code, the City anticipates significantly fewer requests for density bonuses.)</i></p>	<p>The City promotes its density bonus program through information available at the Community Development Department public counter and the Project Review Committee (PRC). The PRC is scheduled once an applicant has a preliminary site plan. The density bonus may also be discussed at any time during the tentative map approval process.</p> <p>The City’s objective for density bonuses is modest given that the City’s updated its Zoning Ordinance, (effective March 2019) and included significant increases in permitted minimum and maximum residential densities for its medium, high density, and mixed-use zoning categories.</p> <ul style="list-style-type: none"> • Residential-Medium Density (R-2). Allows densities (6.1 to 12.0 du/ac). Allows public/quasi-public and similar compatible and appropriate uses. • Residential Medium High Density (R-2.5) Allows 12.1 to 20.0 du/ac. –attached and detached single-unit dwellings, townhomes, condominiums, two-unit dwellings, multi-unit developments, and apartments. This Zone also allows quasi-public, and similar compatible uses • Residential-Multifamily (R-3). Allows a wide variety of high-density residential development at 20.1 to 50.0 du/ac, including single-unit attached, townhouses, condominiums. This Zone allows public and quasi-public uses, and similar compatible • Mixed Use Zones: MU-NC (Mixed Use Neighborhood Commercial), MU-C (Mixed Use Corridor), CBD (Central Business Dist.), and WF (Waterfront <p>These medium, high density, and mixed-use zones include approximately 2,129 acres within the City.</p>	<p>housing units for compliance with the period of affordability specified in Chapter 17.23.</p> <p>Other incentives the City will consider, or in the case of state requirements, implemented in conjunction with density bonuses for low-income housing include (as described in Chapter 17.23), but are not limited to:</p> <ul style="list-style-type: none"> • Zoning and development regulatory incentives; • Financial incentives; • Modification of development standards; • No maximum controls on density if a housing development is located within one-half mile of a major transit stop, as defined in subdivision (b) of Section 21155 of the California Public Resources Code; • Maximum parking ratio, including handicapped and guest parking, of 0.5 spaces per bedroom; • Per Government Code Section 65915.7(c),

Table C-3. Summary of Housing Programs

Program	Target Objective	Outcome	Proposed Changes
			<p>approval of commercial development when the developer has entered into an agreement for partnered housing to contribute affordable housing through a joint project or two separate projects encompassing affordable housing.</p>
<p>PROGRAM HE-PR-1.4: Community Investment Program</p> <p>The City will maintain and update as needed the Community Investment Action Plan, which identifies the City’s objectives for funding infrastructure, obtaining grant funds, and implementing other programs in the post-redevelopment era.</p>	<p>Update the CIAP as needed.</p>	<p>The City continued to implement the recommendations of the Community Investment Action Plan.</p> <p>Major items accomplished during 2013 included: (1) the enactment of State legislation to revise the law on Infrastructure Financing Districts (IFDs) to enable the City to form an IFD as a tax increment financing tool for infrastructure development; and (2) the completion of a prioritization of infrastructure projects and City Council approval of recommended allocations of funding for those projects from the City's Community Investment Fund.</p> <p>Major items accomplished during 2014 included: (1) the formation of an enhanced infrastructure finance district (EIFD) in the Bridge District to provide tax increment financing for future phases of infrastructure improvements to support infill mixed-use development; and (2) an update to the City's Capital Improvement Plan to allocate former redevelopment tax increment funding now received by the City to high-priority infrastructure projects. In 2015, the City began the feasibility analysis and formation process for a citywide EIFD, which will become the City’s primary revenue source for constructing infrastructure to support infill development, including new housing.</p> <p>The City continued to implement the Community Investment Action Plan by investing funds in planning</p>	<p>The City will continue to implement a community investment fund strategy that allocates Measure G funds, EIFD funds, and grant funds for infrastructure improvements that provide for growth of the tax increment base and that support new infill, high-density, transit-oriented housing developments in mixed-use riverfront areas.</p> <p>The City will also examine the feasibility of more directly facilitating infill and compact housing development in its transit priority areas as a strategy to incentivize more housing development that also supports transit use.</p>

Table C-3. Summary of Housing Programs

Program	Target Objective	Outcome	Proposed Changes
		<p>activities and infrastructure improvements. In 2015, over \$3.7M in Community Investment Funds were budgeted for planning and infrastructure for private investment in new housing and mixed-use development. These investments included funds for new infrastructure in the Washington District and City-owned Grand Gateway Master Plan area, a new bridge to replace the existing I Street Bridge, bike trail improvements, property acquisition, and planning for transitioning the riverfront Pioneer Bluff area from industrial to mixed-use development, including higher-density housing.</p> <p>In 2017, the City created an EIFD, which has created a citywide mechanism for tax increment financing to invest in infrastructure and other economic development-related activities.</p> <p>The City’s current Community Investment Action Plan was adopted in 2012. The City defines community investment as strategic public investments in infrastructure and economic development designed to catalyze private investment, improve the local economy, create new revenue to the City, and enhance residents’ quality of life.</p> <p>Key elements of the Community Investment Action Plan that benefit affordable housing production include:</p> <ul style="list-style-type: none"> • Focus on infrastructure, including creation of EIFD; • Public/private partnerships; • Interdepartmental coordination of City investment and development planning strategies; • Land assembly for residential, mixed-use, and commercial projects that increase access to housing, employment, and goods and services; and • Affordable Housing Trust Fund. <p>City staff later identified challenges in implementing the Community Investment Action Plan and prepared a</p>	

Table C-3. Summary of Housing Programs

Program	Target Objective	Outcome	Proposed Changes
		<p>Community Investment Practices Memorandum that recommends a structured decision solution for a project prioritization framework for the various transportation and de-industrialization projects impacting the redevelopment areas. The principles behind the memorandum were used in the decision-making strategy in developing the Park, Recreation & Open Space Master Plan and in commencing the Enterprise Crossing Feasibility Study.</p>	
<p>PROGRAM HE-PR-1.5: Accessory Dwelling Units (ADUs)</p> <p>The City will continue to implement Chapter 17.41 of the West Sacramento Municipal Code (Zoning) to allow accessory dwelling units by right in single-family residential zones. The City will promote its accessory unit standards by including information on the City’s website.</p>	<p>Update the City’s impact fee schedule (Winter 2014) as it relates to accessory dwelling units so that fees are calculated and assessed proportionately based on the size of the unit as compared to a primary dwelling.</p> <p>Permit five accessory units during the planning period.</p>	<p>Impact fee updates were completed as part of the 2015 water and sewer master plan updates. Nine ADUs were permitted between 2013 and 2019 and one in 2020.</p> <p>The methodology for calculating sewer fees for ADUs was updated in January 2020 to confirm to California’s SB 1069 (2016), which requires that fees be pro-rated based on square footage, or plumbing fixture units.</p> <p>Updated provisions compliant with state law were recodified in April 2020 in section 17.30.040 of the City’s Municipal Code. Among other changes, the City’s updated ADU:</p> <ul style="list-style-type: none"> • Allows up to 850 sq. ft. for a 1-bdrm ADU, Junior ADU up to 500 sq. ft., 1,000 sq. ft. ADU with 1+ bedrooms, and ADU up to 1,200 sq. ft. on lots of 1+ acres. • Reduced lot line setbacks for ADUs constructed above a garage, and no setback required for existing, legally permitted garage conversions. • Parking not required for ADUs: <ul style="list-style-type: none"> ○ within ½ mile of public transit, ○ within architecturally / historically significant districts, and ○ contained entirely within permitted floor area of existing primary residence or existing accessory structure. 	<p>The City will continue to implement Chapter 17.30.040 of the West Sacramento Municipal Code (Zoning) and promote its ADU standards on the City’s website at the City’s permit counter.</p> <p>The City will implement California state law (SB 13 and AB 68 [October 2019]) regarding ADUs and ensure that West Sacramento Ordinance 20-4 (regarding ADUs) complies with state laws. Any updates needed to the Ordinance will be completed as soon as practical following HCD certification of compliance with state law and adoption of the 2021 – 2029 Housing Element.</p>

Table C-3. Summary of Housing Programs

Program	Target Objective	Outcome	Proposed Changes
		<p>The City continues to promote its second ADU standards by including information on the City’s website and information available at the City’s permit counter. The City’s ADU standards are in compliance with California state law (SB 13 and AB 68 [2019]), including ministerial approval of ADU and no requirement to install a new or separate utility connection directly between the ADU and the utility or impose a related connection fee or capacity charge under specified conditions.</p>	
<p>PROGRAM HE-PR-1.6: Pursue State and Federal Funding</p> <p>The City will apply for available and appropriate federal and state funding sources to support efforts to meet housing needs (through new construction, rehabilitation, and/or preservation) of extremely low-, very low-, low-, and moderate-income households. The City will continue to collaborate with nonprofit organizations and agencies such as the West Sacramento Housing Development Corporation and the Yolo County Housing Authority.</p> <p>Potential funding sources for this program will include the CDBG and HOME programs (federal funds administered by the State of California for non-entitlement cities and counties), the Multifamily Housing Program, California Housing Finance Agency programs (such as HELP),</p>	<p>Pursue state and federal funding to assist with the City’s new construction objectives of 658 extremely low-income units, 658 very low-income units, 923 low-income units, and 1,111 moderate-income units</p>	<p>Funding examples include:</p> <p>State CDBG Program - \$815,000 for a Homeless Coordinator; fair housing services; preschool tuition assistance; microenterprise training, business counseling, support services and grants.</p> <p>State HOME Program - \$500,000 for homebuyer assistance for low-income first-time homebuyers.</p> <p>State Housing-Related Parks Program - \$394,850 for park infrastructure and public art near two new affordable housing complexes.</p> <p>\$4,130,888 from the State Affordable Housing and Sustainable Communities (AHSC) program for the Grand Gateway Transportation infrastructure project to improve streets and sidewalks; and to provide ADA access, bike/pedestrian upgrades, and transit improvements to the southern portion of the Washington neighborhood.</p> <p>\$2,600,000 from the State AHSC program for the 76-unit West Gateway Place (formerly Delta Lane) Phase 1 affordable housing project.</p> <p>\$20,000 annually for a portion of the cost of the Yolo County Homeless Coordinator position and a portion of overhead costs at the Cold Weather Shelter program, or the Fourth and Hope or Shores of Hope homeless shelter in Woodland.</p>	<p>The City will continue this successful existing program.</p> <p>Potential funding sources for this program will include the CDBG and HOME programs, the Multifamily Housing Program, California Housing Finance Agency programs (such as HELP), tax-exempt bond financing, low-income housing tax credits, the Federal Home Loan Bank Affordable Housing Program, SACOG Regional Funding Program, and various other programs for special needs groups.</p> <p>The City will also work with and encourage local financial institutions to help meet the credit needs of communities in which they do business, including low- and moderate-income</p>

Table C-3. Summary of Housing Programs

Program	Target Objective	Outcome	Proposed Changes
<p>tax-exempt bond financing, low-income housing tax credits, the Federal Home Loan Bank Affordable Housing Program, USDA and other funding for farmworker housing, and various other US HUD programs for special needs groups.</p>		<p>\$70,536 for the City's full time Homeless Coordinator position providing outreach, referrals, and case management to persons experiencing homelessness and persons at-risk of homelessness.</p> <p>Beginning fiscal year 2016/2017, West Sacramento became an entitlement City under the CDBG program and is eligible to receive an annual allocation of CDBG funding from HUD.</p> <p>Program funds may also be used to assist income-eligible first-time homebuyers to purchase homes, and to rehabilitate houses owned by income eligible occupants, as well as to conduct, convert, reconstruct, rehabilitate and/or repair ADUs.</p> <p>The City has also submitted an application to HCD funding under the Local Housing Trust Fund (LHTF) Program to provide construction loans and/or permanent financing loans to pay for construction or rehabilitation of affordable rental housing projects, emergency shelters, permanent supportive housing, transitional housing, and affordable homebuyer/ homeowner projects.</p> <p>State CDBG - \$551,720 for infrastructure in support of affordable housing (West Gateway Place, Fair Housing Services and Tenant/Landlord Dispute Resolution (not awarded). State Local Housing Trust Fund - \$1,000,000 for affordable multifamily development (not awarded).</p>	<p>neighborhoods, through the federal Community Reinvestment Act.</p>
<p>PROGRAM HE-PR-1.7: Manufactured Homes</p> <p>The City will continue to implement Chapters 17.20, 17.30, and 17.69 of the West Sacramento Municipal Code (Zoning) to provide for the development of manufactured homes with permanent foundations on</p>	<p>Continue to allow construction of new mobile home parks and/or manufactured home subdivisions.</p>	<p>Zoning requirements have been consolidated into section Municipal Code. 17.30.130. In addition to state requirements (Title 25), the City has also adopted requirements such as:</p> <ul style="list-style-type: none"> • Minimum acreage, • Minimum number of manufactured homes, • Minimum setbacks from perimeter property lines, • Landscaping per Ch. 17.25, 	<p>The City will continue to implement Chapter 17.30.130, of the West Sacramento Municipal Code (Zoning) to provide for the development of manufactured homes with permanent foundations on individual lots and subdivisions and in</p>

Table C-3. Summary of Housing Programs

Program	Target Objective	Outcome	Proposed Changes
<p>individual lots and in manufactured home parks in all residential zoning districts. The City will provide information at its permit counter and on its website on policies and regulations for the placement of manufactured housing on permanent foundations.</p>		<ul style="list-style-type: none"> • Solid masonry wall enclosure, • Required access to public roads from internal roads, • Access roads paving with each lot fronting a roadway, and • Parking only on streets at least 22 ft. wide (wider streets required for parks opened after 9/15/61. <p>City also continues to provide information at its permit counter and on its website on policies and regulations for the placement of manufactured housing on permanent foundations.</p>	<p>manufactured home parks in all residential zoning districts.</p> <p>The City will continue to provide information at its permit counter and on its website on policies and regulations for the placement of manufactured housing on permanent foundations.</p>
<p>PROGRAM HE-PR-1.8: Homebuyer Assistance</p> <p>The City will continue to cooperate with the Sacramento County Board of Realtors, local financial institutions, nonprofit organizations, and residential developers in implementing homebuyer assistance programs for low- and moderate-income households. The City will annually evaluate and select program options and funding sources that have the greatest likelihood of providing funding for homebuyer assistance and addressing local homebuyer assistance needs. The City will also annually evaluate which of the potential program partners have the greatest capacity to collaborate with West Sacramento to achieve the City’s Housing Element objectives and</p>	<p>Assist up to 40 lower-income homebuyers during the planning period.</p>	<p>City staff continued to review the effectiveness of its former first-time homebuyer assistance (FTHB) program in addition to looking for additional funding sources to initiate a new FTHB program.</p> <p>In 2013, three homebuyer assistance loans were approved and closed escrow during the reporting period. In 2014, four families received homebuyer assistance from the City. Homebuyer assistance was provided from the First Time Homebuyer (FTHB) Assistance Program and the Neighborhood Stabilization Program. Additionally, the City was notified that its HOME Program application for homebuyer assistance was approved and the City would be awarded \$500,000 for its First Time Homebuyer Assistance Program. In 2015, three families received homebuyer assistance from the City’s Neighborhood Stabilization Program-3 (NSP3). The City offered two homebuyer education courses (September and October) at the Community Center and began taking applications for the First Time Homebuyer Assistance Program (FTHB) in November.</p> <p>In 2016, NeighborWorks Home Ownership Center, Sacramento Region continued to administer the City’s FTHB Assistance Program. Two applicants received FTHB</p>	<p>The City will continue the existing program.</p>

Table C-3. Summary of Housing Programs

Program	Target Objective	Outcome	Proposed Changes
<p>will enter into appropriate partnership agreements with those entities as needed.</p>		<p>loans to purchase their first homes. Several other applicants were pre-qualified but were not able to find homes to purchase or qualify for a first mortgage.</p> <p>NeighborWorks Homeownership Center, Sacramento Region administered the City's FTHB Assistance Program up to December 31, 2017. From 2013 through December 31, 2017, a total of nine FTHB loans were approved. Staff will be reviewing the FTHB Program for effectiveness and looking for additional funding sources and ways to streamline the application and approval process.</p> <p>The City implemented a new Homebuyer Assistance Program for current West Sacramento residents or persons who work full-time in West Sacramento who have also been approved by the Wells Fargo Neighborhood LIFT Program. Qualified applicants are eligible to receive \$20,000 down payment assistance for the purchase of a home located in West Sacramento. A total of five Homebuyer Assistance Program loans were approved in 2019. Applicants must be at or below the relevant Yolo County income limits.</p>	
<p>PROGRAM HE-PR-1.9: Cooperation with Affordable Housing Providers</p> <p>The City will continue to cooperate with affordable housing providers, such as the West Sacramento Development Corporation (WSHDC), and provide regulatory and financial incentives as described in Programs 1.2 and 1.3 to develop, acquire, rehabilitate, and/or manage housing affordable to extremely low-, very low-, low-, or moderate-income households.</p>	<p>Continue to work with affordable housing developers.</p>	<p>City worked with the WSHDC for the re-syndication and rehabilitation of West Capitol Courtyard I & II and the refinance of Patios De Castillo I & II and River Rose affordable housing projects. Staff also worked with Community Housing Opportunities Corporation (CHOC) for the sale of the Holly Courts affordable housing project to Linc Housing.</p> <p>Staff continued to work with the WSHDC and Jamboree Housing for the development of the mixed-use West Gateway Place, a 77-unit mixed-use affordable housing project (76 affordable units) and with Sequoia Standard and META Housing for the development of the Landmark Lofts affordable housing project. The City co-sponsored an AHSC Program application with Jamboree Housing that</p>	<p>The City will continue this existing successful program, cooperating with affordable housing providers, such as the WSHDC, Mercy Housing California, and Jamboree Housing, and providing regulatory and financial incentives, as described in Programs 1.2 and 1.3.</p>

Table C-3. Summary of Housing Programs

Program	Target Objective	Outcome	Proposed Changes
		<p>provided \$2.6 million for construction costs for West Gateway Place. West Gateway Place had its grand opening in January 2017. City staff continued to work with the WSHDC and Jamboree Housing for the development of Phase II of West Gateway Place, a 60-unit affordable housing development.</p> <p>The City worked with the WSHDC and Mercy Housing California to explore a supportive housing project and identify viable sites. City staff also continued to work with Mercy Housing California and continued to make significant progress on the development of a permanent supportive housing development that will provide 85 units for the homeless or at risk of becoming homeless. The project is under construction. City staff also coordinated with Mercy Housing and Yolo County Health and Human Services for submittal of a No Place Like Home application for the a permanent supportive housing (PSH) project and coordinated with Mercy Housing and Yolo County Housing for submittal of an application, and subsequent awarded, of 60 Project-Based Vouchers for the PSH project.</p> <p>The City worked with NeighborWorks Homeownership Center, Sacramento Region for continued implementation of the City's First Time Homebuyer Assistance Program. The City previously worked with NeighborWorks and Friends of the Mission for implementation of the City's Neighborhood Stabilization Program (1 & 3).</p> <p>The City continues to collaborate with community based nonprofit organizations active in West Sacramento to increase affordable and special needs.</p> <p>Examples include:</p> <ul style="list-style-type: none"> • Mercy Housing and Mercy Coalition • Bryte/Broderick Community Action Network • West Sacramento Housing Development Corporation 	

Table C-3. Summary of Housing Programs

Program	Target Objective	Outcome	Proposed Changes
		<ul style="list-style-type: none"> • Yolo County Homeless and Poverty Action Coalition (HPAC) • Shores of Hope <p>The City also continues to work with housing developers under the inclusionary housing program (West Sacramento Code, §15.40.100, Affordable Housing Agreements) 1,590 affordable housing units have been delivered since 1990 through a combination of acquisition, new construction and rehabilitation.</p>	
<p>PROGRAM HE-PR-1.10: Annual Report on Housing Element Implementation</p> <p>The City will prepare an annual report to the City Council (as required by Government Code Section 65400) on achievements in implementing housing programs and meeting the objectives of the City’s Housing Element. The report will include activities of all City departments responsible for implementing programs contained in the Housing Element.</p>	<p>Annually submit Housing Element progress reports to the City Council for review and then to the California Housing and Community Development Department (HCD).</p>	<p>The City submitted Housing Element progress reports for the years 2013 through 2019. HCD’s reports on the City’s compliance status indicate that the City remains compliant with state law and HCD guidance on housing element implementation.</p>	<p>The City will continue the existing program.</p>
<p>PROGRAM HE-PR-1.11: Address Housing Constraints</p> <p>Biannually evaluate the City’s zoning code to identify and address any constraints to the development of housing</p>	<p>Biannually review the zoning code to conform to current state law requirements / identify and address constraints to development of housing affordable to all income levels.</p>	<p>The City’s General Plan 2035 was completed in December 2016. Updates to the Zoning Ordinance were completed in March 2019.</p>	<p>Biannually evaluate the City’s zoning code to identify and address any constraints to the development of housing, particularly affordable housing, that derive from application of the City’s Zoning Ordinance.</p>

Table C-3. Summary of Housing Programs

Program	Target Objective	Outcome	Proposed Changes
<p>PROGRAM HE-PR-1.12: General Plan Update</p> <p>The City is in the process of updating the General Plan and will ensure that available sites are developed at increased densities to allow for the development of housing units to meet future housing needs.</p> <p><i>NOTE: The General Plan Update was in process at the time the 2013 Housing Element was adopted.</i></p>	<p>Ensure that available sites are developed at densities greater than the minimum densities and an adequate number of housing units are developed to meet future housing needs. The General Plan update is expected to be complete in 2014, budget permitting.</p>	<p>The General Plan update was adopted November 2016. The 2019 zoning code changes added housing/mixed-use capacity and higher densities in residential, mixed-use, and central business district zones (See Program HE-PR-1.1 and 1.3 above)</p>	<p>The City will need to adopt further, minor updates to the General Plan to ensure internal consistency of the 2021-2029 Housing Element. These changes will be made shortly after adoption of the Housing Element.</p> <p>The update will include minor changes to the Land Use Element to reflect zoning code changes in 2019 that added housing and mixed-use development capacity and higher residential densities in residential, mixed-use, and central business district zones.</p> <p>The City will ensure that available sites are developed at increased densities to allow for the development of housing units to accommodate the City’s RHNA for the 2021-2029 planning period</p>
<p>PROGRAM HE-PR-1.13: Continue to Implement Urban Design Standards for the Bridge District Specific Plan Area</p>	<p>Implement design standards in the Bridge District Specific Plan to encourage high-density infill development.</p>	<p>The City continued to implement Bridge District SP design standards. Implementation of the standards were exemplified by the first phase of housing in the Bridge District, which included a 70-unit affordable housing development in addition to 96 market-rate apartments and 32 townhomes. In addition, phase 1 of the affordable multi-</p>	<p>The City will continue to implement Urban Design Standards for the Washington and Bridge District Specific Plans and Grand Gateway Master</p>

Table C-3. Summary of Housing Programs

Program	Target Objective	Outcome	Proposed Changes
<p>Continue to implement the Urban Design Standards for the Bridge District Specific Plan (SP) area to encourage denser development.</p>		<p>family development known as West Gateway Place incorporates Bridge District SP design standards. City staff has been working with a developer on a 246-unit market-rate housing development, which will also incorporate BDSP design standards.</p> <p>City staff continued to coordinate with Bridge District Riverfront LLC on the development of the "West" mixed-use project, including the design of the public and quasi-public spaces adjacent to the project. In 2018, City staff commenced negotiations with the developer of the West Apartments to purchase and construct a river park extension of the existing trail and has produced preliminary design concepts. In 2019, negotiations and due diligence activities continued to settle on price and terms of the real estate transactions. A final design was selected at the staff level and will be presented to the Parks Commission and the City Council for consideration in 2020 along with a purchase and sale agreement for the acquisition of the property. In 2019, Parks and Recreation staff applied to State Parks for \$8.5 million in grant funding for the acquisition and development of the Bridge District Plaza, a communal gathering space in the heart of the Bridge District. Presently, concept designs include a flexible gathering space/amphitheater, trees, landscaping, public art and an interactive water feature.</p> <p>Both the Bridge District Specific Plan and Urban Design Standards contain provisions to support higher-density urban housing and affordable housing development.</p> <p>Urban standards include changes in city zoning and other regulations, streetscape standards, and investments that support higher-density and a sustainable development model for 5,210 planned residential units (731 residential units, (including 198 affordable units) in first five-year project phase.</p>	<p>Plan areas to facilitate denser development.</p> <p>The City will conduct a biannual review and revise standards, if necessary, to ensure achievement of high-density infill development.</p>

Table C-3. Summary of Housing Programs

Program	Target Objective	Outcome	Proposed Changes
		Structured parking allows for densities necessary to support urban public transit service. In addition, 500,000 sq. ft. was initially banked as a density incentive accessed through a Density Bank.	
<p>PROGRAM HE-PR-2.1.1: Housing Rehabilitation (Single-Family)</p> <p>The City will continue to provide housing rehabilitation assistance to very low- and low-income homeowners. Participation by rental property owners will require compliance with a rent limitation agreement. The City will continue to implement, annually review, and revise, as needed, program guidelines for housing rehabilitation assistance.</p>	<p>Assist in rehabilitating up to 40 housing units during the planning period with funding provided by all applicable programs.</p>	<p>With assistance from the City's Neighborhood Stabilization Program, which provides loans to non-profit partners to acquire, rehabilitate, and sell or rent previously foreclosed or abandoned homes to low-income households. Initially, eight previously foreclosed single-family homes were acquired, rehabilitated, and resold to low- and moderate-income households by the City's non-profit partner (NeighborWorks).</p> <p>A total of 16 single family homes were acquired, rehabilitated, and resold to low-income households as part of the City's Neighborhood Stabilization Program-1. A total of 12 single-family homes were acquired, rehabilitated, and resold or rented as part of the City's NSP3.</p> <p>The City's Owner-Occupied Residential Rehabilitation (OORR) Program was inactive. City staff are researching possible funding sources to reinstate the OORR Program.</p>	<p>The City will continue the existing program and assist in rehabilitating up to 20 housing units during the 2021-2029 planning period with funding provided by all applicable programs.</p>
<p>PROGRAM HE-PR-2.3: Preservation of Mobile Home Parks</p> <p>Mobile homes located in mobile home parks represent a vital component of West Sacramento's affordable housing stock. Accordingly, the City will endeavor to maintain and upgrade this housing stock by promoting well-managed and well-maintained parks and mobile homes that</p>	<p>Assist all mobile home parks through this strategy.¹⁶</p>	<p>The City continued to implement the Mobile Home Rehabilitation and Replacement Program. In 2013, four rehabilitation/replacement loans were approved. In 2014, three Mobile Home Rehabilitation and Replacement Program projects were completed. In 2017, 12 mobile homeowners received assistance to repair or replacement of their mobile home units through the City's Mobile Home Rehabilitation and Replacement Program.</p> <p>City staff continue to track mobile home park rent increase notices from reports submitted by mobile home park owners. No mobile home park closures were reported and no grant applications were submitted for mobile home park</p>	<p>The program will continue for preservation of manufactured home parks² through continued implementation of the City's Mobile Home Park Strategy.</p> <p>Additionally, the City adopted Chapter 15.06 of the Municipal Code (Mobilehome Park Change of Use) to ensure that:</p>

¹⁶ The City of West Sacramento now refers to "Mobile Home Parks as "Manufactured Home Park" in section 17.50.10, Title 17 (Zoning) of the Municipal Code

Table C-3. Summary of Housing Programs

Program	Target Objective	Outcome	Proposed Changes
<p>provide decent, safe, and sanitary housing for residents in accordance with California Health and Safety Code standards. The City will continue to implement the Mobile Home Park Strategy with the following components:</p> <ul style="list-style-type: none"> • Establish a set of local operating guidelines for mobile home parks and offer incentives for park owners to participate in the program. • Develop a program for owners to offer long-term leases with modest rent increases over time. <p>Codify a local mobile home park closure ordinance that clarifies the closure process and provides reasonable protection for residents in accordance with state law.</p> <p>Support the concept of resident or nonprofit park ownership and seek state and federal funding to facilitate the sale and transition to resident or nonprofit ownership; increase the number of affordable units in the city targeted to extremely low-income households; and provide occupancy preference for those units to qualified mobile home residents.</p> <p>The City will continue to apply for infrastructure improvement funds (see Program HE-PR-1.6).</p>		<p>infrastructure improvement funds. The City has been tracking one mobile home park that has experienced increased vacancy and contacted the ownership to determine the future of the park. At this time, the owner has not made a determination to change the use of the park. City staff attended mobile home park community meetings to provide code enforcement and other relevant information.</p>	<ul style="list-style-type: none"> • Any proposed change of use of an existing mobile home park, or a portion thereof, to any other use is preceded by adequate notice to the City and residents. <p>Social and fiscal impacts of the proposed change of use are adequately defined prior to consideration of a proposed change of use.</p> <ul style="list-style-type: none"> • Relocation and other assistance is provided to identified park residents, consistent with the provisions of the ordinance codified in this chapter, California Government Code Sections 65863.7 and 66427.4, and relevant portions of the California Civil Code <p>In addition, all mobile homeowners and residents within an applicant’s manufactured home park must provide six months’ advance notice of intent to change the use of the park, or a portion thereof, and relocate all manufactured</p>

Table C-3. Summary of Housing Programs

Program	Target Objective	Outcome	Proposed Changes
<p>PROGRAM HE-PR-2.1.2: Housing Rehabilitation (Multi-Family)</p> <p>The City will continue to provide housing rehabilitation assistance to very low- and low-income rental property owners with very low- or low-income tenants. Participation by rental property owners will require compliance with a rent limitation agreement. The City will continue to implement, annually review, and revise, as needed, program guidelines for housing rehabilitation assistance.</p>	<p>Assist in rehabilitating housing units with funding provided by all applicable programs (up to 200 multi- family units during the planning period).</p>	<p>The City worked with the WSHDC for the re-syndication and rehabilitation of West Capitol Courtyard I (WCCI), a 50-unit affordable rental development and West Capitol Courtyard II (WCCII), a 75-unit affordable rental development. No additional City funds were provided, but the projects were built in 1995 and 1999, respectively, with City HOME and Redevelopment Agency funds. As part of the re-syndication, West Capitol Courtyard II underwent substantial rehabilitation of the exterior and interior.</p> <p>The City also worked with CHOC to facilitate the sale, re-syndication, and rehabilitation of Holly Courts, a 40-unit affordable rental development. No additional City funds were provided, but the project was built in 1996 with Redevelopment Agency funds. As part of the re-syndication, Holly Courts underwent substantial rehabilitation of the exterior and interior.</p> <p>No developers approached the City to request rehabilitation assistance. Local funds are limited, and staff is in active discussions with Jamboree Housing for the development of Phase II of West Gateway Place, which will require local funds.</p>	<p>homes after all city approvals.</p> <p>The City will improve the existing program to include energy efficiency upgrades. Among the areas of focus on housing rehabilitation assistance will be increased energy efficiency and GHG reduction through use of solar panels and conversion of homes to all electric energy from sustainable sources.</p>
<p>PROGRAM HE-PR-2.2: Preservation of Affordable Rental Housing</p> <p>The City will continue to mitigate the potential loss of very low- and low-income housing units through the conversion of subsidized rental housing projects to market-rate housing through the following actions:</p>	<p>Continue to maintain the affordability of subsidized rental housing in the city (see also Program HE-PR- 2.3).</p>	<p>No "at risk" affordable rental projects were identified.</p> <p>The City has determined that new construction of affordable multi-family rental units and multi-family rehabilitation with conversion from market rate to affordable would be the most effective methods to address housing cost burden faced by lower-income renter households. (2016-2017 CDBG Annual Action Plan)</p>	<p>The City will continue the existing program</p>

Table C-3. Summary of Housing Programs

Program	Target Objective	Outcome	Proposed Changes
<p>d. At least one year prior to the conversion date, the owner will be required to provide written notification to residents of the expected date of loan prepayment or payoff, at which time the owner will no longer be restricted in the level of rent that can be charged. The notice will also contain an estimate of rent increases at the time rental restrictions no longer apply. Residents moving into a housing development during this one-year period must also be notified in writing of the pending conversion prior to signing a rental agreement.</p> <p>e. Property owners will provide relocation assistance to low-income households who are unable to afford rent increases.</p> <p>f. If an affordable housing project indicates it is opting out of its affordability restrictions, the City will ensure that affected residents receive notification of the owner's intent and will provide nonfinancial assistance with relocation.</p> <p>g. The City will solicit interested nonprofit housing corporations to acquire and maintain such projects as low-income housing.</p>			

Table C-3. Summary of Housing Programs

Program	Target Objective	Outcome	Proposed Changes
<p>The City will assist an interested nonprofit housing corporation in applying for state or federal assistance for acquisition.</p>			
<p>PROGRAM HE-PR-3.1: Energy Conservation</p> <p>The City will continue to post and distribute information on currently available weatherization and energy conservation programs to residents and property owners in West Sacramento. The City will distribute information through the City’s newsletter, annual mailings in City utility billings, distribution of program information to community organizations and at municipal offices, and posting on the City’s website.</p> <p>The City will continue to enforce state requirements, including Title 24 of the California Code of Regulations, for energy conservation in new residential projects, and will encourage residential developers to employ additional energy conservation measures for the siting of buildings, landscaping, and solar access through development standards contained in the West Sacramento zoning ordinance.</p>	<p>Increase public awareness and information on energy conservation opportunities and assistance programs for new and existing residential units and comply with state energy conservation requirements.</p> <p>See Program HE-PR-1.6: The City will pursue state and federal funding to implement the actions described in this chapter.</p> <p>See Program HE-PR-1.10: Annual Report on Housing Element Implementation for the City’s annual reporting on program achievements.</p>	<p>The City continued to implement Title 24 of California Code of Regulations. Single-family homes acquired and rehabilitated as part of the City’s Neighborhood Stabilization Program implement various energy efficiency measures as part of rehabilitation work. Additionally, the City provided CDBG Program income and applied for AHSC funding on behalf of the West Gateway Place affordable housing project. The project is green-certified and located in a walkable neighborhood with easy transit access to major centers.</p> <p>A key City strategy for energy conservation is to advertise water conservation programs on at the City’s Programs and Rebates webpage: www.cityofwestsacramento.org</p> <p>Among the City programs are:</p> <ul style="list-style-type: none"> • Virtual Water Wise House Call. An application-based program for customers interested in reducing water use at the customer’s based on part or all of the recommendations. • Smart Irrigation Controller Rebates. The City offers \$150 to replace existing conventional irrigation controllers with WaterSense irrigation controllers that tailor watering schedules to actual conditions onsite. • Instant Rebate with Rachio/RWA. Residents can save 65% on a Rachio 3 Smart Sprinkler Controller through a rebate program offered through a partnership with the Regional Water Authority and local water providers. <p>The City has also promoted energy conservation through Chapter 15.10 of the Municipal Code. Section 15.10.020 states the City’s purpose to: “adopt an expedited,</p>	<p>Renamed Energy Conservation and Clean Energy Use, the City will continue the program adding work to implement the Mayors’ Commission on Climate Change Final Report to achieve carbon neutrality by 204 through various strategies. Mayors’ Commission Final Report strategies are intended to further City goals for energy efficient, support implementation of the City’s Climate Action Plan, advance social equity, and reduce the housing cost burden on lower-income and special needs households.</p>

Table C-3. Summary of Housing Programs

Program	Target Objective	Outcome	Proposed Changes
		<p>streamlined solar permitting process that complies with the Solar Rights Act and AB 2188.”</p> <p>Section 15.10.060 A. Requires the building division to adopt an administrative, nondiscretionary review process to expedite approval of small residential rooftop solar energy systems. Review of the application is limited to review of whether the application meets local, state, and federal health and safety requirements.</p> <p>These provisions assist in achieving timely and cost-effective installations of small residential rooftop solar energy systems and encourage use of solar systems by removing unreasonable barriers, minimizing costs to property owners and the city, and expanding property owners’ ability to install solar energy systems.</p>	
<p>PROGRAM HE-PR-4.1: Mixed-Use Development</p> <p>The City will continue to promote mixed-use residential/commercial development in the Bridge District, along West Capitol and Sacramento Avenues, in the Waterfront Zone, and in appropriate commercial zones through a combination of:</p> <ul style="list-style-type: none"> • The West Sacramento Community Investment Action Plan, which identifies the City’s objectives for funding infrastructure, obtaining grant funds, and implementation of other programs in the post-redevelopment era; 	<p>Support the construction of housing units in one or more mixed-use projects between 2013 and 2021.</p> <p>See Program HE-PR-1.6: The City will pursue state and federal funding to implement the actions described in this chapter.</p> <p>See Program HE-PR-1.11: Annual Report on Housing Element Implementation for the City’s annual reporting on program achievements.</p>	<p>The City continued to promote mixed-use residential/commercial development in the Bridge District along West Capitol and Sacramento Avenues, in the Waterfront Zones, and in appropriate commercial zones.</p> <p>The City worked with Jamboree and the WSHDC to develop the West Gateway Place mixed-use project and with Sequoia Standard and Meta Housing to develop the Landmark Lofts mixed-use project.</p> <p>The City allocated \$1,191,428 in CDBG Program income funds for infrastructure improvements related the West Gateway Phase 1 affordable housing project. Additionally, the City applied for, and was awarded, \$4,130,888 for walkability, bikeability, and transit infrastructure improvements in the Grand Gateway area and surrounding neighborhoods.</p> <p>The City’s zoning code was amended in 2019 to allow more housing in appropriate commercial zones, to allow for higher residential and mixed-use densities in targeted locations (such as the Bridge District and other riverfront districts)</p>	<p>Renamed Mixed-Use Development and Jobs/Housing Balance, the City will continue the existing program to promote mixed-use development in the Bridge District, Waterfront Zone, and in appropriate commercial zones through implementation of the City’s 2035 General Plan (adopted in 2016) policies related to the West Capitol Avenue and the City’s Downtown Development Strategy, incentives, code enforcement for abatement of blighting conditions, and mixed-use zoning regulations. The City will</p>

Table C-3. Summary of Housing Programs

Program	Target Objective	Outcome	Proposed Changes
<ul style="list-style-type: none"> • The West Capitol Implementation Strategy, updated in 2004, which provides concrete politically, and economically feasible steps for the City to implement the community’s goals for the West Capitol Avenue corridor. Public investment in the West Capitol Avenue corridor, such as extending streetscape improvements west of Jefferson Boulevard, completing a new park at Sycamore, and infrastructure improvements; • Incentives (see Program HE-PR-1.3) for projects that include a specified number of housing units, affordable to very low- or low-income households; • Regulatory incentives for market-rate housing, such as flexible planned development standards. • Implementation of code enforcement for abatement of blighting conditions; and • Updated and new mixed-use zoning regulations. 		<p>Many of West Sacramento’s key development and neighborhood plans have been mixed use, primarily through the specific plan or masterplan process and revitalization plans for existing neighborhoods. Examples Include:</p> <p>The Bridge District, a waterfront orientated urban mixed-use district along the Sacramento River, with 5,210 planned housing units and 7.3M sq. ft. of commercial space.</p> <p>The Washington District Specific Plan and subsequent Washington Realized Sustainable Communities Strategy.</p> <p>Grand Gateway Master Plan, with site development standards and design guidelines for compact mixed-use development in a pedestrian-orientated setting</p> <p>West Capitol Avenue and Central Business District Design Guidelines, for mixed use development, in the Downtown Core and residential uses in the Mixed Use Residential and Mid-Town Residential districts, with non-residential uses at key areas and intersections.</p>	<p>also continue to recruit businesses and support growth of employment centers with access to transit and proximity to housing.</p>
<p>PROGRAM HE-PR-5.1: Local, State, and Federal Funding for Infrastructure</p>	<p>Support infrastructure improvements for affordable housing, including new construction and/or</p>	<p>The City has been successful in obtaining regional, state, and federal funding for infrastructure projects to support neighborhood development and improvements to existing neighborhoods.</p>	<p>In June 2017, the City adopted an EIFD No. 1, the first EIFD in the state. The EIFD covers approximately</p>

Table C-3. Summary of Housing Programs

Program	Target Objective	Outcome	Proposed Changes
<p>The City will use a combination of federal, state, and local funding, as appropriate, to subsidize on- and off- site infrastructure improvements directly or specifically benefiting housing projects containing units affordable to extremely low-, very low-, low-, or moderate-income households. The City will also explore forming an Infrastructure Finance District (IFD) as an additional funding source.</p>	<p>revitalization in older neighborhoods. Consider establishing an IFD to fund future infrastructure. (Program HE-PR-1.6). The City will pursue state/ federal funding to implement actions described in this chapter.</p>	<p>The City allocated \$1,191,428 in CDBG Program income for offsite infrastructure in support of the West Gateway affordable housing project, located in the Bridge District. An IFD was established to fund infrastructure in the Bridge District. A study of future infrastructure needs to support high density development in the Washington district was conducted using a HUD Sustainable Communities Challenge grant and matching City funds. Additionally, the City applied for, and was awarded, \$4,130,888 for walkability, bikeability, and transit infrastructure improvements in the Grand Gateway area and surrounding neighborhoods. The project began during 2017. The project will add a new segment of 7th Street connecting West Capitol Avenue to Tower Bridge Gateway. It will also create a Grand Gateway entrance to the City core where the Bridge District, Washington District and Downtown converge. The project will also add and replace 10,000 lineal fee of storm drain, water and sewer mains to facilitate development in the historic Washington District. Multimodal transportation improvements will incorporate way-finding and public art to the Riverfront and will better accommodate transit, bicycles, pedestrians, and automobiles The City allocated \$443,568 in federal CDBG funds to the River Walk Trail Extension project to improve the trail, provide ADA upgrades and safety lighting. Significant progress was made advance the Washington Arts Implementation Plan funded by the National Endowment of the Arts (NEA) "River Crossing" grant. Completed work in the Washington District included way-finding and public art to orient the district to the river. Additionally, a community outreach pop-up event was held in October 2018 to engage the public and solicit feedback for arts and place-making in the Washington District. The</p>	<p>4,144 acres, or 25% of the entire City with a diverse set of land uses. EIFD No. 1 will be consistent with the City's adopted General Plan. Expenditure of EIFD No. 1 revenues will provide community-wide benefits, including housing, economic development, mobility, parks and recreation, and a healthy community. Target objectives include providing a stable source of revenue for capital investment, support adaptive reuse and creative reuse of existing real estate assets, and leveraging outside funds, such as federal/state grants.</p>

Table C-3. Summary of Housing Programs

Program	Target Objective	Outcome	Proposed Changes
		<p>event included the installation of a temporary mural by Sacramento-based artist Irubiel Moreno.</p> <p>Lastly, in September 2018, the Council was presented the I Street Bridge Deck Conversion Feasibility Study. The feasibility study completed a field condition assessment, identifying deficiencies and safety concerns that need to be addressed to meet current design standards for pedestrian and bicycle use; the feasibility study also recommended the most feasible approach.</p> <p>The City has also established EIFDs to support neighborhood development and revitalization. See also Program HE-PR-1.4: Community Investment Program</p>	
<p>PROGRAM HE-PR-5.2: Water and Sewer Priority</p> <p>In compliance with State law (Government Code Section 65589.7), the City will establish written policies and procedures that grant priority for water and sewer to proposed development that includes housing affordable to lower-income households.</p>	<p>Establish written policies and procedures to prioritize water and sewer for lower-income housing.</p>	<p>The City adopted the Water & Sewer Master Plan Update in October 2017.</p>	<p>The City will continue the existing program.</p>
<p>PROGRAM HE-PR-6.1: Yolo County Homeless Services Coordination Program</p> <p>The City will continue to participate in the Yolo County Homeless Coordination Project. This participation will include an annual funding contribution to be shared with Yolo County and the cities of Davis, Woodland, and Winters. As part of this program, shelter beds will be targeted for</p>	<p>Maintain support of services and facilities to assist West Sacramento homeless residents.</p>	<p>The City continued to participate in the Yolo County Homeless Coordination Program, contributing \$20,000 in CDBG program income annually toward the salary of the Yolo County Homeless Coordinator, and overhead at the Cold Weather Shelter program, and the Fourth and Hope and Shores of Hope homeless shelters in Woodland. In addition, the City hired its own Homeless Coordinator and allocated \$321,917 in CDBG program income and new 2014 CDBG grant funds to ensure that the position is funded for at least three years.</p> <p>The City collaborated with Yolo County, the Yolo County Housing Authority and local service providers to move 65</p>	<p>The City will continue the existing program.</p>

Table C-3. Summary of Housing Programs

Program	Target Objective	Outcome	Proposed Changes
<p>homeless West Sacramento residents, and the City will seek a cooperative effort to develop additional homeless services and facilities capacity dispersed throughout the county as needed to address homeless needs.</p> <p>The City prefers to use resource centers (one place where an individual can access food, clothing, laundry, bathing, and telephone services as well as provide a mailing address) as part of its continuing role in assisting the homeless. First priority for use will be given to city residents who are temporarily homeless.</p> <p>The City recently embarked on a homeless study to identify what services and/or facilities are needed to address current and future homeless issues. It is the City’s intent to develop an action plan after evaluation of the study results.</p> <p>Many service providers who assist individuals and families have located in West Sacramento. Examples include group homes for seniors, group homes for non-senior adults, transitional housing units, and various other nonprofit organizations, such as the Yolo Community Care Continuum, that operate group homes and lease</p>		<p>chronically homeless persons from encampments along the river into a pilot transitional housing program called Bridge to Housing. Participants were provided with four months of housing, food, intense case management and assistance with applying for benefits. 23 participants obtained monthly income, 50 obtained health insurance benefits and 36 successfully moved into permanent housing. The total amount of City funds toward the Bridge to Housing Program was \$50,000.</p> <p>City staff participate in the local Continuum of Care, known as the Yolo County Homeless and Poverty Action Coalition (HPAC) to ensure that all homeless activities are coordinated with local service providers, the Yolo County Department of Health and Human Services, the Housing Authority of Yolo County, and other community partners.</p> <p>In its 2017/2018 CDBG Annual Action Plan (AAP), City targeted the use of \$415,862 to acquire at least 20 units of housing for occupancy by individuals and families who are homeless or at risk of homelessness.</p> <p>The 2018/2019 AAP included up to \$625,295, for use in conjunction with the 2017/2018 funding for acquisition and development of property for up to 85 units of permanent supportive housing targeted to persons experiencing homelessness and persons at-risk of homelessness.</p>	

Table C-3. Summary of Housing Programs

Program	Target Objective	Outcome	Proposed Changes
<p>apartments throughout West Sacramento. The City will continue to support existing facilities and programs (including financial support when appropriate and necessary), permit homeless facilities and service providers in at least one nonresidential zone without discretionary review in the City’s zoning code, and financially contribute to regional solutions to homelessness.</p>			
<p>PROGRAM HE-PR-6.2: Section 8 Rental Assistance The City will continue to cooperate with the Yolo County Housing Authority in its administration of the Section 8 rental assistance program by notifying rental property owners who have been assisted with public funds that they cannot refuse to accept Section 8 vouchers for rental of the assisted units.</p>	<p>Inform rental property owners who have been assisted with public funds of their obligations regarding the Section 8 voucher program and ensuring rental units are available to Section 8 voucher holders.</p>	<p>The City continues to inform rental property owners who have received assistance with public funds of their obligations regarding the Section 8 voucher program. The City supported the efforts of the Yolo County Housing Authority, including providing staff to participate on the housing authority’s Family Self-Sufficiency Program Advisory Committee.</p> <p>The West Sacramento Housing Department is responsible for working with the Yolo County Housing Authority to ensure that rental property owners are aware of their obligations accept Section 8 vouchers and comply with state and federal fair housing laws. The City’s Fair Housing website has links to fair housing requirements and resources.</p> <p>https://www.cityofwestsacramento.org/residents/housing/fair-housing</p>	<p>The City will continue the existing program.</p>
<p>PROGRAM HE-PR-6.3: Equal Housing Opportunity The City will continue to promote equal housing opportunity for all persons regardless of race, religion, sex, marital status, ancestry,</p>	<p>Promote and ensure compliance with state and federal fair housing requirements; continue financial support of, and participation in, local joint</p>	<p>The City has created a Fair Housing website that summarizes local, state, and federal fair housing laws, groups protected by fair housing/antidiscrimination) laws The City also provides links to other agencies/ resources for more information on Fair Housing, Tenant Rights, or for Fair Housing education for landlords:</p>	<p>Updated to the Affirmatively Furthering Fair Housing Program. The City will continue to promote housing opportunities for all</p>

Table C-3. Summary of Housing Programs

Program	Target Objective	Outcome	Proposed Changes
<p>national origin, color, disability, familial status, source of income, or sexual orientation by continuing to contract for fair housing services, currently provided by the Center for Human Rights and Law Advocacy (CHRLA). To support compliance with fair housing requirements, the City will:</p> <ul style="list-style-type: none"> • Contribute to and attend an annual community event with participation by public agencies and private organizations representing housing, financing, and real estate industry interests. The purpose of the annual event will be to highlight fair housing requirements and responsibilities. • Distribute fair housing information at City offices, other public agency locations in West Sacramento, on the City’s website, and (at least annually) in City mailings to residents and property owners. • Refer fair housing questions, information requests, and complaints to the Human Rights and Fair Housing Commission and/or CHRLA. 	<p>power agreements to promote fair housing.</p>	<ul style="list-style-type: none"> • Project Sentinel -Toll Free at (888) 324-7468 • State of California Department of Fair Housing and Employment • Rental Housing Association of the Sacramento Valley • Legal Services of Northern California • U.S. Department of Housing and Urban Development <p>The City continues to distribute fair housing information at City offices, on the City’s website and at other locations. City staff continue to refer questions and information requests to Human Rights and Fair Housing Commission and/or CHRLA.</p> <p>All City housing programs incorporate affirmative fair housing marketing strategies. Staff refers questions and information requests to Legal Services of Northern California, located in Woodland.</p> <p>In 2014, the City was awarded a State CDBG grant that provided \$65,000 for fair housing services over a three-year period. A procurement process resulted in hiring Project Sentinel to provide fair housing testing, counseling and education.</p> <p>The City allocates a portion of its Federal CDBG funding to support activities that affirmatively further fair housing. This allocation set aside has been used to participate in the development of a Sacramento regional Analysis of Impediments to Fair Housing and fund a contract with a fair housing services to provide fair housing outreach, counseling, education, testing, enforcement, and landlord/tenant dispute resolution. These services are offered to reduce discrimination and the incidence of homelessness due to avoidable evictions.</p>	<p>persons regardless of race, religion, sex, marital status, ancestry, national origin, color, disability, familial status, source of income, or sexual orientation by continuing to contract for fair housing services, currently provided by the Center for Human Rights and Law Advocacy (CHRLA). The City will support compliance with fair housing requirements through various actions, such as maintaining compliance with civil rights and fair housing laws, taking meaningful actions that promote fair housing opportunities for low-and-moderate income tenants and tenants of affordable housing, and reducing any racially and ethnically concentrated areas of poverty without displacement.</p>

Table C-3. Summary of Housing Programs

Program	Target Objective	Outcome	Proposed Changes
<p>PROGRAM HE-PR-6.5: Accessibility for Persons with Disabilities</p> <p>The City currently provides public information at its permit counter that summarizes policies, regulations, and permit processes for accommodations designed to meet the needs of persons with disabilities. The City will continue to implement state requirements (Sections 4450–4460 of the California Government Code and Title 24 of the California Code of Regulations) to include accessibility in housing and public facilities for persons with disabilities. The City will continue to:</p> <ul style="list-style-type: none"> • Encourage housing developers to include mobility-impaired accessibility in their project designs. • Review regulations and procedures for City-funded or operated housing programs to ensure that they do not exclude participation by persons with disabilities. • Include accessibility considerations in the preparation of the City’s capital improvement plan and the allocation of funding for capital 	<p>Adopt a reasonable accommodation ordinance (Summer 2013) to increase accessibility in housing for persons with disabilities through facilitation of development, maintenance, and improvement of new and existing housing. Completed ADA Transition Plan (was in process, Summer 2013).</p>	<p>Reasonable Accommodations Ordinance and ADA Transition Plan were completed and adopted in 2013.</p> <p>The City adopted section 17.42.020 of the Municipal Code, which establishes the procedures to request Reasonable Accommodation for persons with disabilities seeking equal access to housing under the California Fair Employment and Housing Act, the Federal Fair Housing Act, and the Americans with Disabilities Act (“the Acts”) in the application of zoning law and other land use regulations, policies, procedures, and conditions of approval.</p> <p>A request for Reasonable Accommodation may be made by any person with a disability, their representative, or any other entity, when the application of zoning law or other land use regulation, policy, or procedure acts as a barrier to fair housing opportunities.</p> <p>A request for Reasonable Accommodation may include a change or exception to the practices, rules, and standards for the development, siting, and use of housing or housing related facilities that would eliminate regulatory barriers and provide a person with a disability equal opportunity to housing of their choice.</p>	<p>The City will continue the existing program adding continued collaboration with non-profit organizations and Yolo County to support housing rehabilitation programs that provide funding for repairs, reconstructs, and/or otherwise alter or adds habitable space to residential structures that increase accessibility for mobility and visually impaired occupants.</p> <p>The City will continue to implement the City’s Reasonable Accommodations procedures, which establishes the procedure to request Reasonable Accommodations for persons with disabilities seeking equal access to housing in the application of the City’s zoning, land use, and development permit procedures and in compliance with state and federal fair housing law.</p> <p>Staff will continue to update the ADA Self-Evaluation and Transition Plan as the City addresses</p>

Table C-3. Summary of Housing Programs

Program	Target Objective	Outcome	Proposed Changes
<p>improvements in support of housing and residential neighborhoods.</p> <p>To further ensure the City is meeting Sections 4450–4460 of the California Government Code and Title 24 of the California Code of Regulations, the City will adopt a formal Reasonable Accommodation Ordinance to provide exceptions in zoning and land use for housing for persons with disabilities. This procedure is a ministerial process, with minimal or no processing fee, subject to approval by the Community Development Director by applying the following criteria:</p> <ul style="list-style-type: none"> a. The request for reasonable accommodation will be used by an individual with a disability or their representative protected under fair housing laws. b. The requested accommodation is necessary to make housing accessible and suitable to an individual with a disability protected under fair housing laws. c. The requested accommodation would not impose an undue financial or administrative burden on the City. 			<p>barriers in the public right of way, , including curb ramps, pedestrian signals, sidewalks, City buildings, parks, and all other relevant facilities and programs. This document will receive continual updates to promote full participation, self-sufficiency, and equal opportunity within City facilities and the public right-of-way.</p>

Table C-3. Summary of Housing Programs

Program	Target Objective	Outcome	Proposed Changes
<p>d. The requested accommodation would not require a fundamental alteration in the nature of the City’s land use and zoning program.</p>			
<p>PROGRAM HE-PR-6.6: Special Housing Needs In implementing affordable housing programs, the City will work with housing providers to ensure that special housing needs are addressed for seniors, large families, female-headed households, single-parent households with children, persons with disabilities and developmental disabilities, homeless individuals and families, and farmworker families. The City will seek to meet these special housing needs through a combination of regulatory incentives, zoning standards, new housing construction programs, housing rehabilitation, homebuyer assistance programs, and supportive services programs. In addition, the City may seek funding under the federal Housing Opportunities for Persons with AIDS, California Child Care Facilities Finance Program, and other state and federal programs designated specifically for special</p>	<p>Collaborate with affordable housing developers and secure funding, if feasible, to assist with the development of special needs housing projects. See Program HE-PR-1.6: The City shall pursue state and federal funding to implement the actions described in this chapter.</p>	<p>The City contracted and continued to work with Friends of the Mission to use NSP3 funding to develop scattered site, single family permanent supportive housing units for formerly homeless individuals and families with disabilities. In March 2013, the City embarked on a study of the effects of homelessness on persons experiencing homelessness. The City collaborated with Yolo County, Yolo County Housing and other agencies serving the homeless in a housing-first program called Bridge to Housing. More than 60 West Sacramento homeless residents were placed in temporary housing for 90 days and received an array of services with the ultimate goal of finding permanent housing for them. The City hired and continued to fund a full time Homeless Coordinator to conduct outreach to homeless and at-risk individuals and families to link them with needed services and assist them to secure affordable and stable housing. The City allocated \$415,862 in CDBG entitlement and program income funds for a supportive housing project. Staff worked with its nonprofit partner to identify a site and develop a project scope. The City continued to fund a Homeless Coordinator position to provide case management and direct services to homeless persons in West Sacramento. The City and Yolo County both contributed \$20,000 to fund a Rotating Winter Warming Center Program, which operated in the City from mid-November 2018 through Mid-March 2019, and \$24,500 to fund the Program from</p>	<p>The City will continue the existing program to ensure that special housing needs are addressed for seniors, large and multigenerational families, female-headed households, single-parent households with children, persons with disabilities and developmental disabilities, homeless individuals and families, farmworker families, and other disadvantaged persons or families with special housing needs.</p>

Table C-3. Summary of Housing Programs

Program	Target Objective	Outcome	Proposed Changes
<p>needs groups such as seniors, persons with disabilities, and persons at risk for homelessness.</p>		<p>December 2019 through March 2020. The Rotating Winter Warming Center provided up to 20 beds per night, five days per week for homeless individuals and was operated by the Mercy Coalition of West Sacramento.</p> <p>The City allocated \$625,295 of its CDBG Entitlement allocation for pre-development activities for the development of a PSH project. The City also entered into an Option Agreement with Mercy Housing for the sale of a City-owned site for the development of the PSH project, which would provide up to 85 units of permanent supportive housing for homeless, or at risk of becoming homeless individuals. The PSH project is under construction.</p> <p>On Wednesday, November 18, 2020, the West Sacramento City Council approved the acquisition of the Rodeway Inn motel to continue the City’s efforts to provide interim housing for homeless, or at risk of being homeless, individuals to respond to the COVID-19 pandemic. The acquisition is being made possible with funding from the State of California Homekey Program, authorized by Assembly Bill No. 83 to rapidly sustain and expand the inventory of housing for people experiencing homelessness or at risk of homelessness and impacted by COVID-19. The acquisition of the 40-room Rodeway Inn will allow the City to continue to house more than 60 of the City’s more vulnerable residents and will remain operational for a minimum of five years.</p>	
<p>PROGRAM HE-PR-6.7: Condominium Conversion Ordinance</p> <p>The City will investigate the need for a condominium conversion ordinance. The City will ensure that the ordinance will not cause</p>	<p>Assist in the prevention of the loss of affordable housing units through conversion to condominiums. Develop a condominium conversion ordinance when needed.</p>	<p>The City did not identify any affordable housing developments planning to convert to condominiums. Section 16.64.020 of the Municipal Code governs condominium conversions. The purpose is to:</p> <p>(1) Regulate condo conversions and minimize the loss of low/moderate income rental housing while increasing</p>	<p>The City will continue to implement Chapter 16.64 (condominium conversions). Article III of the ordinance provides tenant and buyer protections. The City will ensure that the conversion</p>

Table C-3. Summary of Housing Programs

Program	Target Objective	Outcome	Proposed Changes
<p>qualified residents to be displaced. The City will consider regulations that govern the conversion of apartments and mobile home parks to condominiums if needed in the future to address a shortage of affordable rental housing.</p>		<p>availability of affordable owner-occupied housing in a reasonable balance. (2) Provide assistance to dislocated rental tenants to secure for such tenants all rights provided by the laws of the state; and to protect the rights and assist in securing the reasonable expectations of the purchasers of converted condominium units.</p>	<p>will not cause qualified residents to be displaced and has adopted regulations that govern the conversion of apartments and mobile home parks to condominiums, if needed, in the future to address a shortage of affordable rental housing.</p>
<p>PROGRAM HE-PR-6.8: Employee Housing Review the Zoning Code and adopt amendments as needed to ensure that permit processing procedures for farmworker housing do not conflict with Health and Safety Code Sections and 17021.5 and 17021.6. The City will also ensure that such procedures encourage and facilitate the development of housing for farmworkers.</p>	<p>Facilitate the development of farmworker housing. Amend the Zoning Code, if needed, to achieve compliance with State law</p>	<p>The City did not receive any requests for development of farmworker housing. The City did not see a need to amend the Zoning Code during the 2013-2021 planning period.</p>	<p>The City will continue the existing program.</p>

APPENDIX D

Affirmatively Furthering Fair Housing Analysis

DRAFT

D. AFFIRMATIVELY FURTHER FAIR HOUSING IN WEST SACRAMENTO

West Sacramento is home to a diverse population. One out of four residents are foreign-born and nearly one-fifth of the population has limited English proficiency.¹⁷ However, as noted in the 2019 Draft Analysis of Impediments to Fair Housing Choice, Hispanic and Native American residents in West Sacramento, along with African American, Hispanic, and Native American residents of Sacramento “are least likely among all regional residents to have access to economically strong neighborhoods.”¹⁸ This section highlights key trends in the City’s demographics, discusses West Sacramento’s Opportunity Areas and spatial data, and presents the City’s strategies to further fair housing particularly as related to the location of proposed units.

D.1 Key Trends

In the past decade, West Sacramento has experienced a shift to relatively higher-income households as a proportion of the total population. Between 2010 and 2018, households in the \$75,000-\$99,999 and \$100,000+ income categories had the strongest growth. Over the same period, the City saw a decrease in the households earning between \$25,000 and \$74,999 (Figure 1).

Between the 2006-2010 ACS and the 2012-2016 ACS, the percentage of West Sacramento’s families living in poverty increased slightly, driven by an increase in the number of non-Hispanic white families living in poverty.¹⁹ Between 2010 and 2016, the percentage of Black, Hispanic, and Asian families living in poverty fell by 7 percent, 5 percent, and 9 percent, respectively. However, Black, Hispanic, and Asian families continue to have higher rates of family poverty relative to non-Hispanic white families overall (Figure 2).

Home ownership is a common method for wealth generation in the United States. According to the US Census and SACOG, there is a significant disparity in homeownership rates in West Sacramento between the major racial/ethnic groups. In 2016, approximately 60 percent of Non-Hispanic White and Asian households were homeowners, compared to 36 percent and 45 percent for Black households and Hispanic households, respectively (Figure 3).²⁰ In a 2018 Sacramento Valley Fair Housing Survey, 60% of West Sacramento residents noted that they want to buy a house but cannot afford the down payment. This was the highest of the surveyed areas in Sacramento Valley and the region’s average of 41%.²¹

Labor market engagement index scores also reveal disparities between racial/ethnic groups, with Hispanic and Native American residents having the lowest labor market engagement scores in West Sacramento. For

17 28% of population 5 years of age or older is foreign born, 2014-2018 ACS; 18% of population has limited English proficiency, Demographics of Yolo County Jurisdictions, Analysis of Impediments to Fair Housing Choice by the Sacramento Valley Fair Housing Collaborative (Draft, 2019).

18 Analysis of Impediments to Fair Housing Choice by the Sacramento Valley Fair Housing Collaborative (Draft, 2019).

19 Family Poverty, ACS 2006-2010 and ACS 2012-2016 Analysis of Impediments to Fair Housing Choice by the Sacramento Valley Fair Housing Collaborative (Draft, 2019).

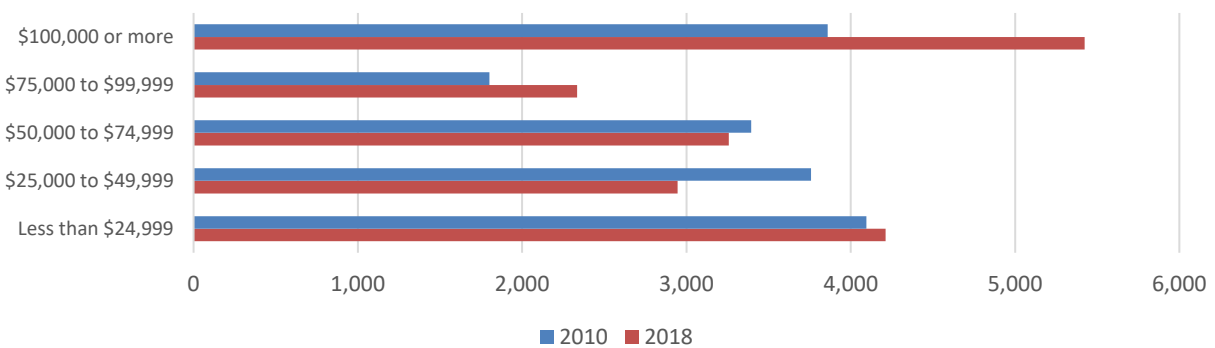
20 Homeownership Rates, ACS 2012-2016, Analysis of Impediments to Fair Housing Choice by the Sacramento Valley Fair Housing Collaborative (Draft, 2019).

21 Root Policy Research 2018 Sacramento valley Fair Housing Survey, Analysis of Impediments to Fair Housing Choice by the Sacramento Valley Fair Housing Collaborative (Draft, 2019).

residents in poverty, the index scores of African American residents are nearly double those of low-income Asian, non-Hispanic White, and Hispanic residents, and nearly seven times those of Native American residents. As with the decreases in poverty rates noted above, West Sacramento has positive signs of change and data points reflecting support for furthering fair housing. West Sacramento is a notable exception in the region where segregation severity has declined since 1990, and the City does not have any Racially or Ethnically Concentrates Areas of Poverty (R/ECAPSs).

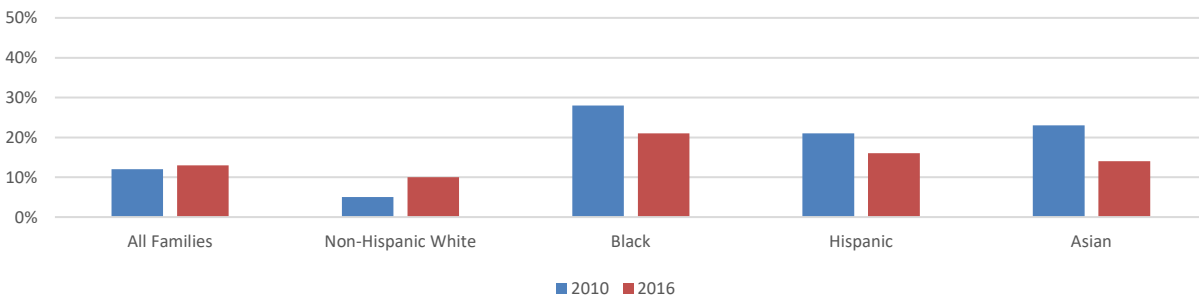
A Dissimilarity Index indicates levels of segregation between Non-Hispanic Whites and other racial groups as measured by the percent of population that would need to move to achieve perfectly balanced neighborhoods. West Sacramento has had a low Dissimilarity Index score for the years measured since 1990, well below that of the SACOG Region as a whole. While this measure of racial segregation declined consistency from 1990-2010, the SACOG measurement in 2013 found an increase over the 2010 score. Figure 4 shows the Dissimilarity Index of Minority and Non-Hispanic White populations for West Sacramento and other jurisdictions in the SACOG Region.

Figure 1. Number of Households by Income Category in West Sacramento, 2010 and 2018



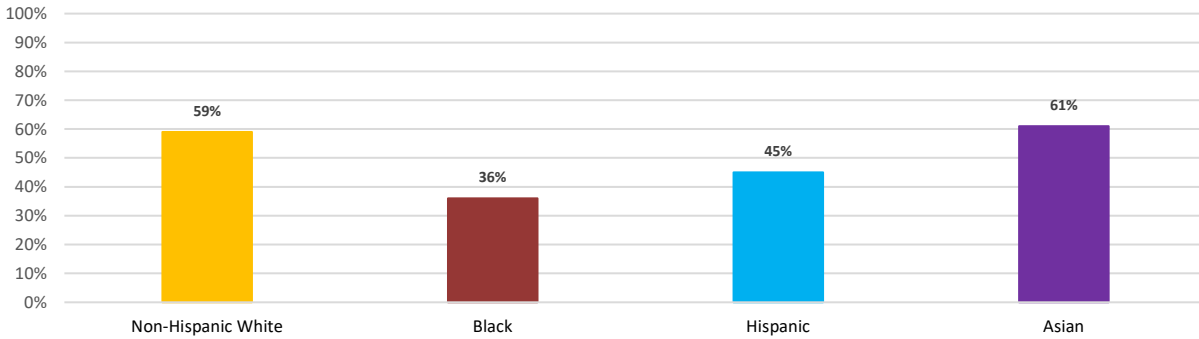
Sources: ACS, 2006–2010; ACS, 2014–2018

Figure 2. Family Poverty in West Sacramento, 2010 and 2016



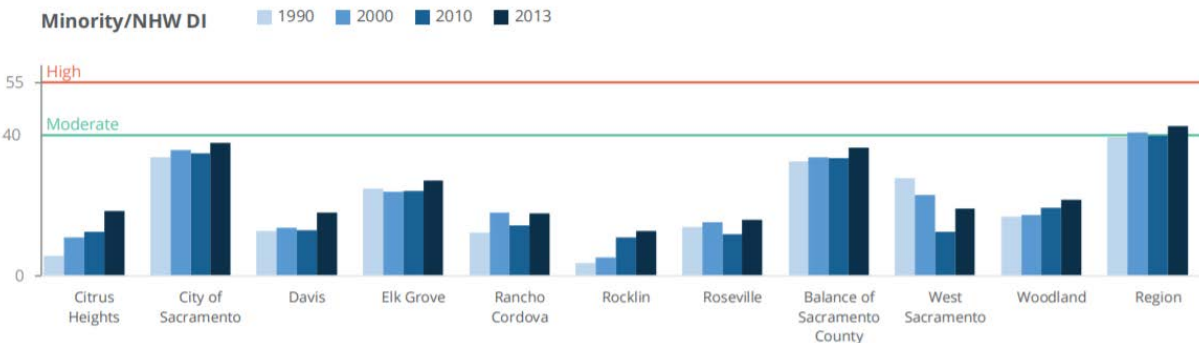
Source: Family Poverty, ACS 2006-2010 and ACS 2012-2016 Analysis of Impediments to Fair Housing Choice by the Sacramento Valley Fair Housing Collaborative (Draft, 2019)

Figure 3: Homeownership Rates by Race/Ethnicity



Sources: SACOG, ACS, 2012-2016

Figure 4. Minority / Non-Hispanic White Dissimilarity Index

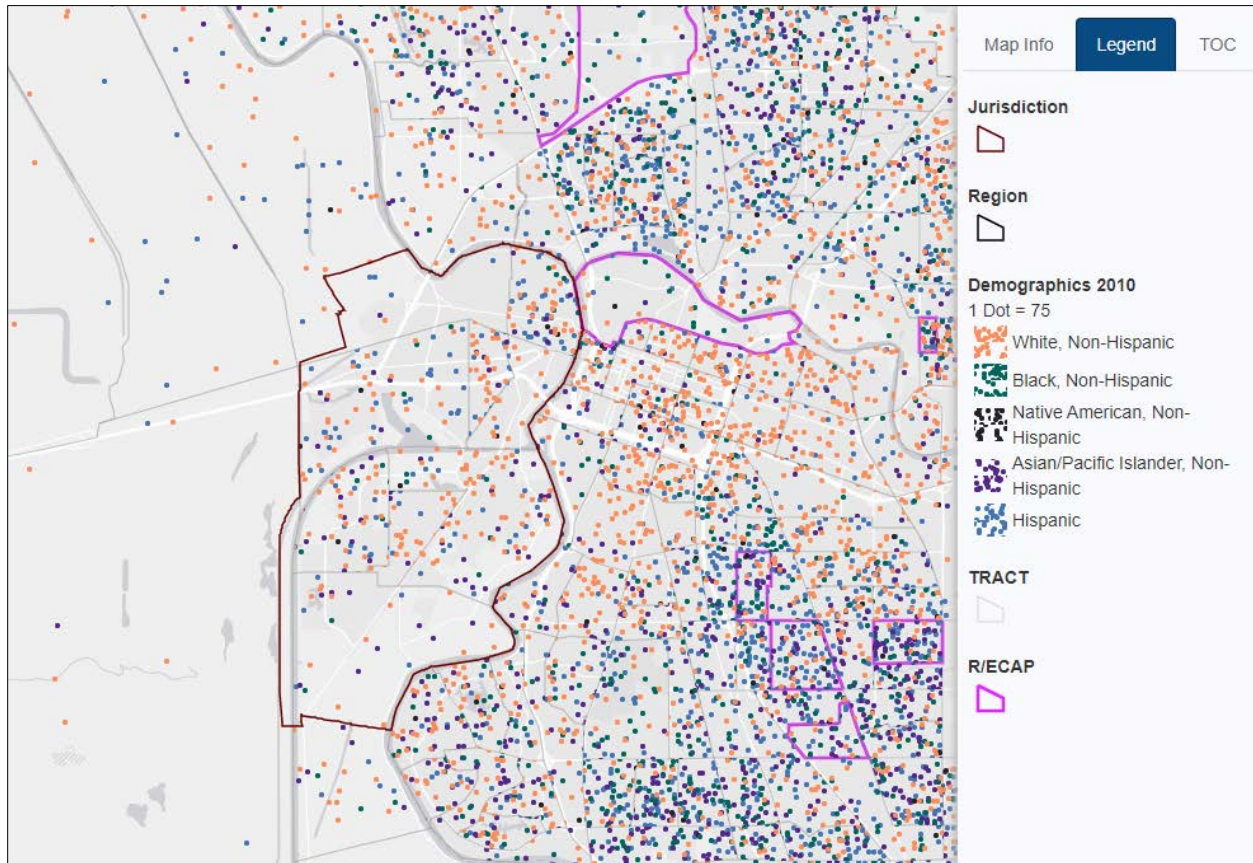


Source: Dissimilarity Index Trends, 1990-2013, HUD Data Exchange AFFH Tool, Analysis of Impediments to Fair Housing Choice by the Sacramento Valley Fair Housing Collaborative (Draft, 2019)

D.2 Opportunity Areas & Spatial Data

While there are disparities between racial and ethnic groups, such as in poverty and homeownership rates, the different population groups are dispersed throughout the City without any concentrations of poverty correlated to racial or ethnic groups, as evidenced by the lack of R/ECAPS and the City’s Dissimilarity Index. The relatively even dispersion of racial groups in the City and lack of R/ECAPs can be seen in Figure 5. Nonetheless, there is a clear geographic distinction between the northern and southern sections of the City, which are generally separated by the Sacramento River Deep Water Channel. Southern neighborhoods have higher household incomes, relatively fewer affordable dwelling units, and better access to educational opportunities compared to the neighborhoods to the north (see Figure 6 and Figure 7). Major centers of employment in West Sacramento are clustered around the port, in between the I-80 and the Deep-Water Ship Channel.

Figure 5 Level of Segregation/Integration



Source: HUD AFFH Mapping and Data Tool

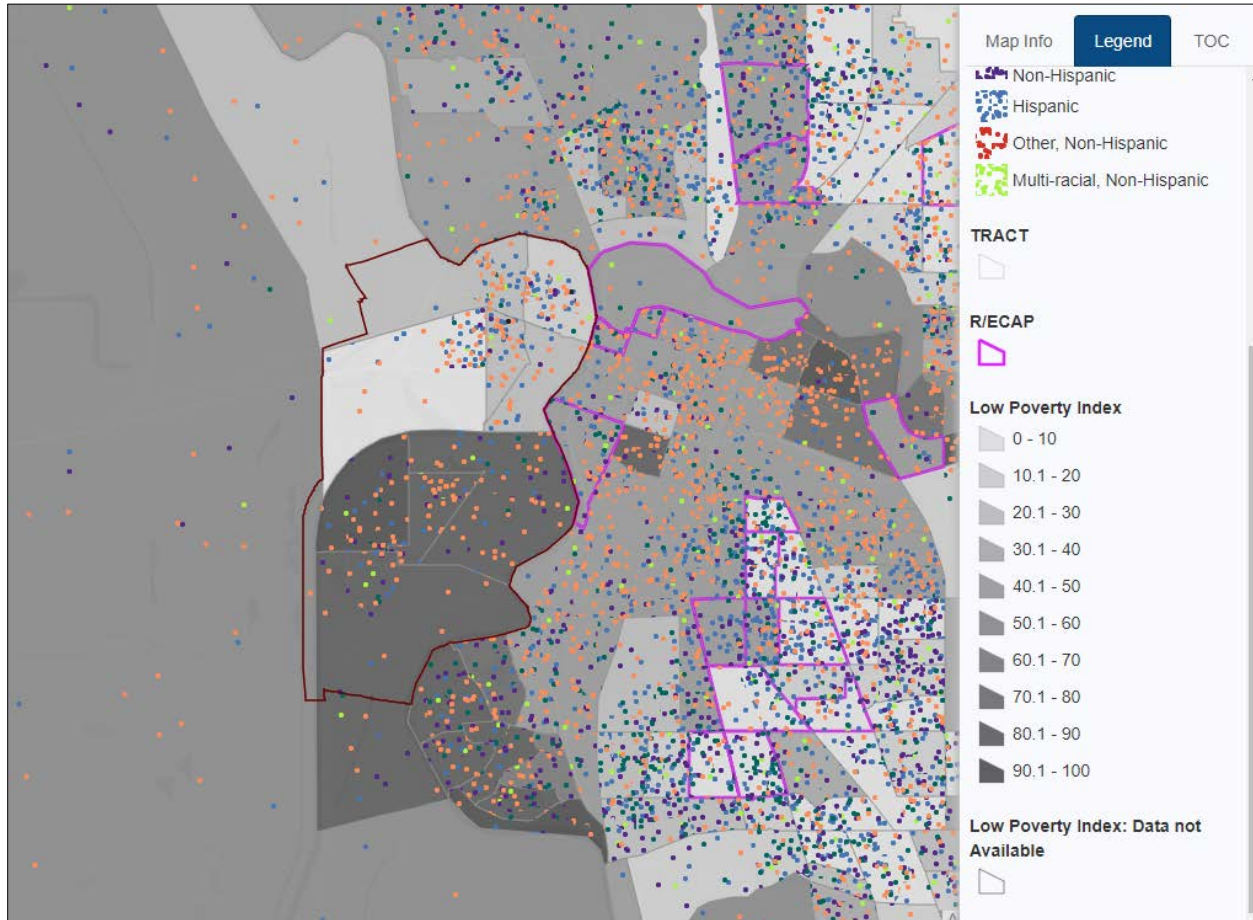
Based on criteria considering economic, environmental, and educational criteria, the California Department of Housing and Community Development (HCD), the Sacramento Area Council of Governments (SACOG), and the California Tax Credit Allocation Committee (TCAC) identify the four census tracts in the southern sections of the City as Opportunity Areas: 6113010310, 6113010312, 6113010302, and 6113010402.²² The Opportunity Areas are further classified by their ability to accommodate future affordable housing according to economic, environmental, and educational criteria, and filtered for areas of concentrated poverty or racial segregation. According to the HCD/TCAC criteria, the City includes Census Tracts at both extremities of the scale system, including two tracts classified as “High Segregation and Poverty,” and one tract classified as “Highest Resource.” Figure 8 shows the spatial distribution of Opportunity Areas in West Sacramento, and Table 1 shows categories and index scores for the three major criteria for each Census Tract. The Census Tracts in the City show significant variance in their TCAC index scores, with substantially higher scores in the southern portion of the Planning Area. This suggests that the City should ensure opportunities for affordable housing development to the south of the shipping channel.

Table 2 shows select housing and household characteristics among all of the City’s Census Tracts, which offers insight into their TCAC classifications along the spectrum from Highest Resource to High Segregation

²² California Fair Housing Task Force Methodology for the 2020 TCAC/HCD Opportunity Map.

and Poverty. According to HUD, the percentage of affordable units of total renter units ranges from 9 percent in Census Tract 6113010302 to 74 percent in Census Tract 6113010203. According to ESRI Business Analyst, these two tracts have a median household income of approximately \$27,389 and \$124,269 respectively. This indicates a substantial difference in household incomes among different portions of West Sacramento and suggests a concentration of affordable housing units in the City’s northern Census Tracts.

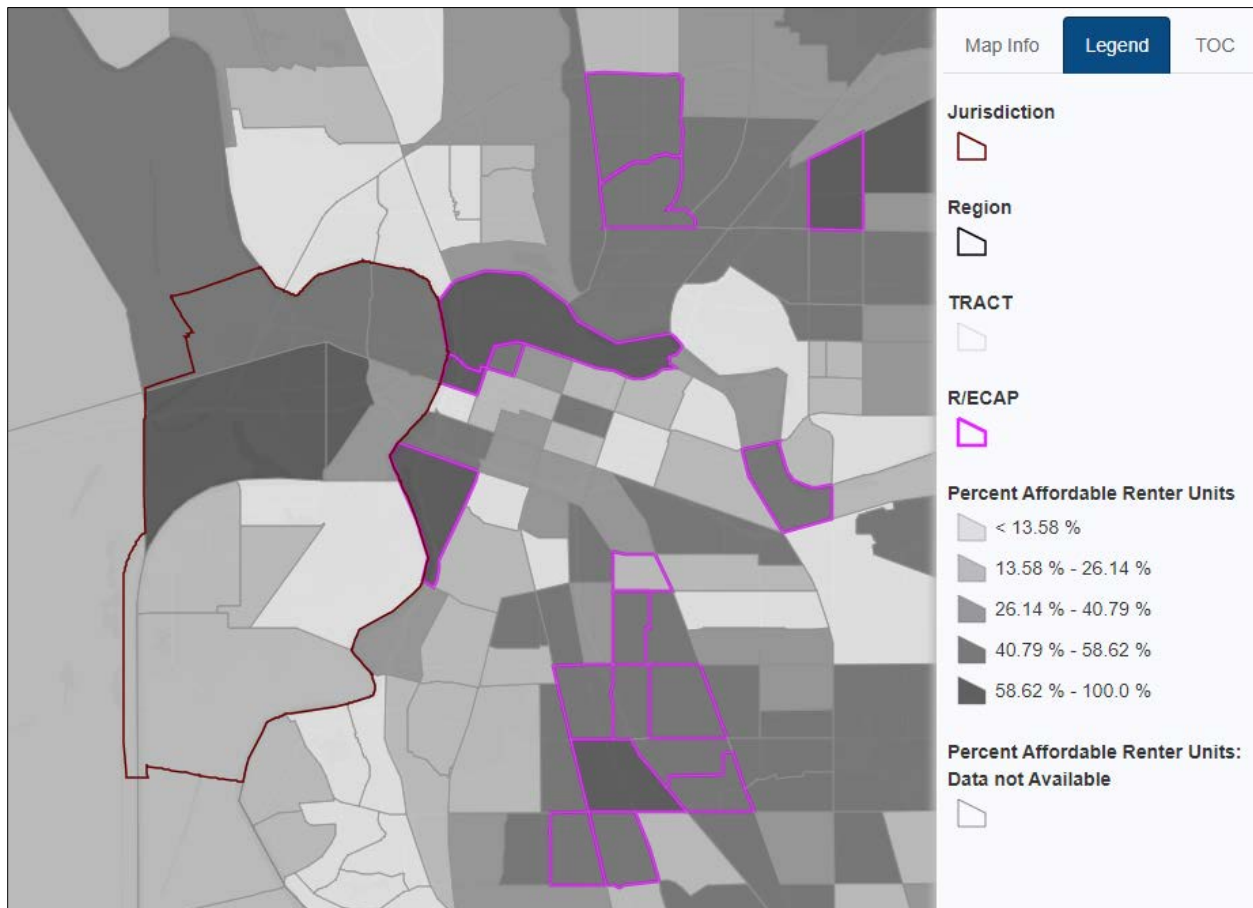
Figure 6: Disproportionate Housing Needs: Low Poverty Index



Source: HUD AFFH Mapping and Data Tool

Notes: The Low Poverty Index is a measure of the concentration of household incomes. The southern sections of the City are more affluent than the north, with the highest levels of poverty concentrated northwest of the Deep-Water Channel.

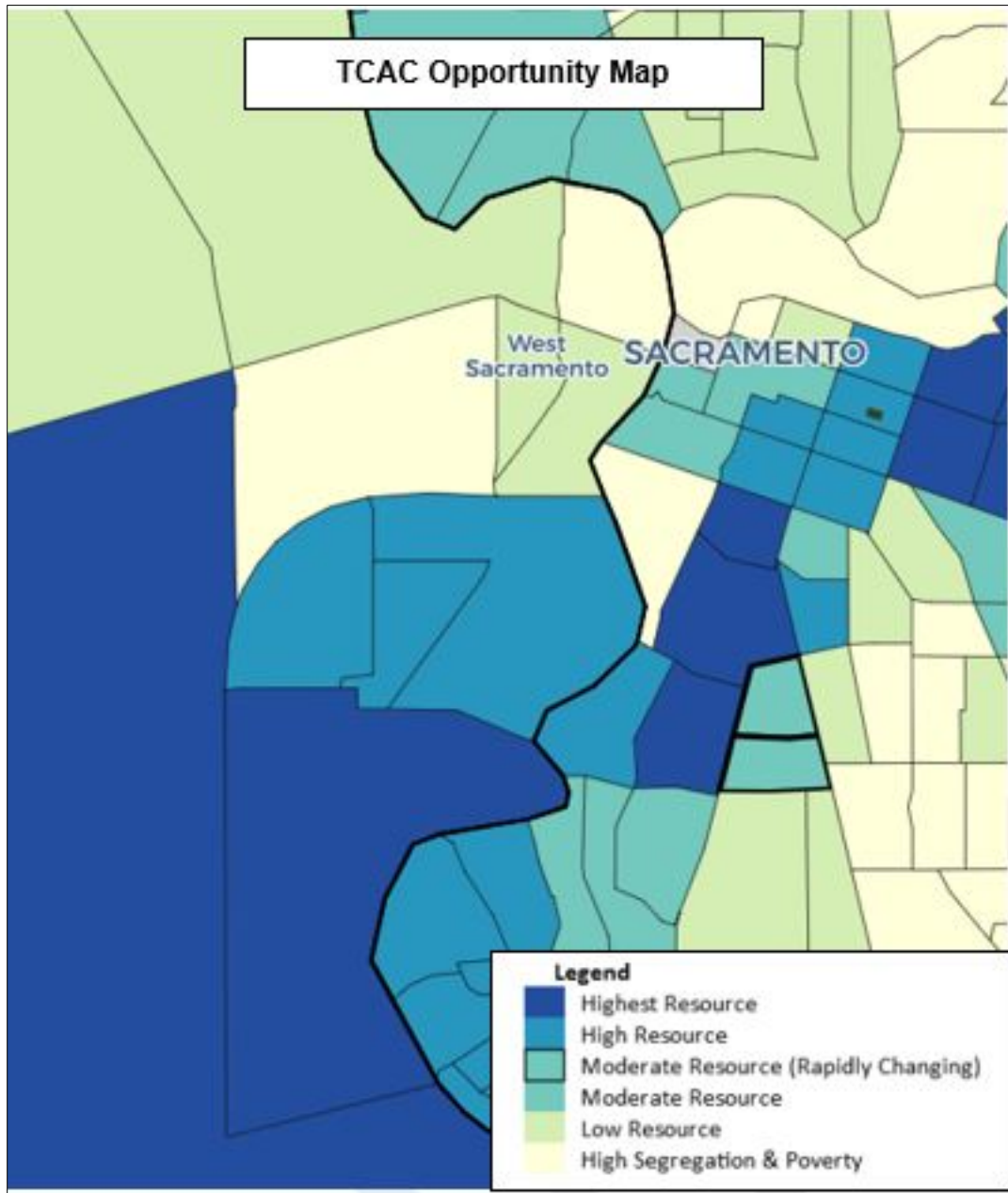
Figure 7: Publicly Supported Housing



Source: HUD AFFH Mapping and Data Tool

Notes: The above shows the concentration of affordable housing units as a percentage of total for-rent dwelling units. Affordable units are currently concentrated in the northern sections of the City, while the southern portions of the Planning Area currently contain far fewer in relative and absolute terms.

Figure 8: TCAC Opportunity Map: West Sacramento Census Tracts



Source: California Tax Credit Allocation Committee

Table 1: TCAC Opportunity Categories

West Sacramento TCAC Opportunity Categories by Census Tract				
Census Tract	Opp Category	TCAC Index Score (Max: 100)		
		Economy	Education	Environment
6113010102	Low Resource	18	13	3
6113010101	High Segregation and Poverty	15	8	7
6113010203	High Segregation and Poverty	10	17	4
6113010204	Low Resource	25	19	7
6113010201	Low Resource	51	13	2
6113010310	High Resource	84	69	41
6113010312	High Resource	73	69	42
6113010302	High Resource	82	60	29
6113010402	Highest Resource	94	75	71

Source: California Tax Credit Allocation Committee

Table 2: Housing and Household Income by Census Tract

Housing and Household Income by Census Tract				
Census Tract	Total Renter Units	% Affordable Units	Median HH Income	Total Households
6113010102	1480	51%	\$44,217	2,474
6113010101	1505	54%	\$41,098	2,868
6113010203	1525	72%	\$27,389	2,164
6113010204	995	61%	\$47,502	2,070
6113010201	525	31%	\$62,238	1,436
6113010310	605	21%	\$99,553	1,860
6113010312	580	16%	\$92,260	1,903
6113010302	800	9%	\$98,160	3,095
6113010402	170	24%	\$124,269	1,309

Source: Department of Housing and Urban Development, ESRI

D.3 Proposed Units and Strategies for Furthering Fair Housing

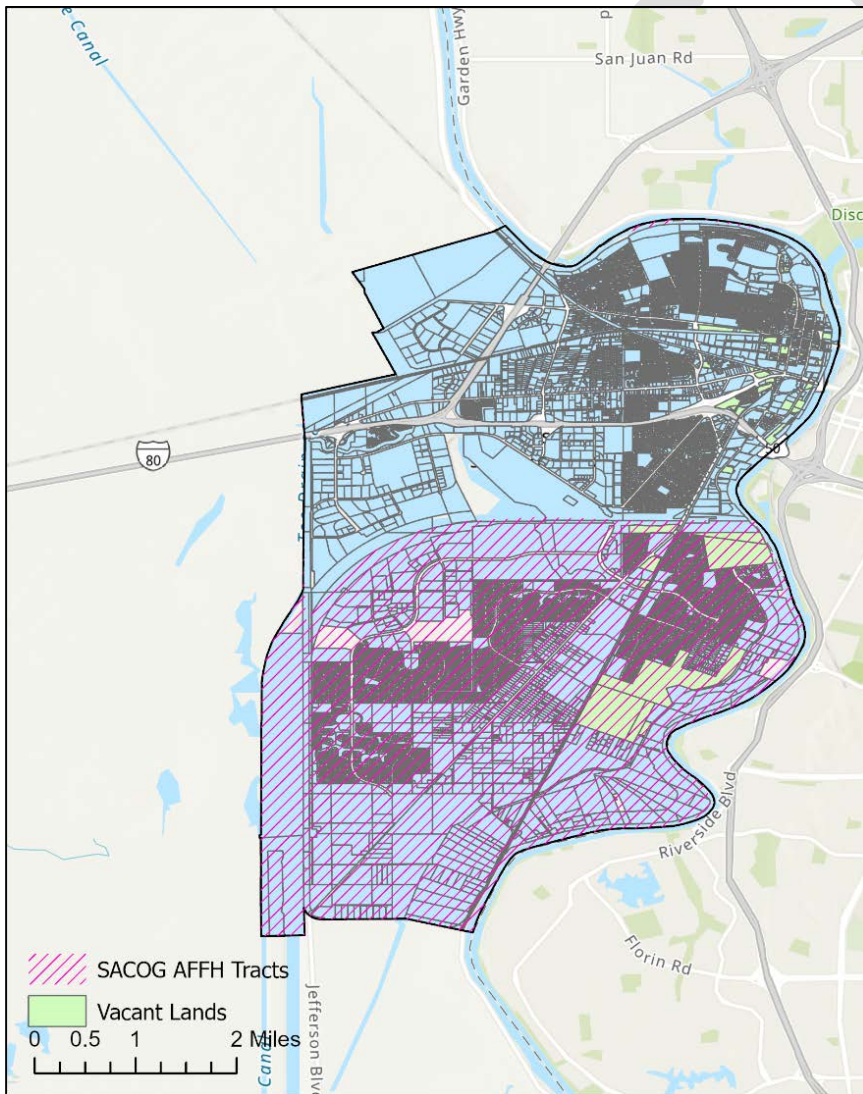
The City’s overall approach to planning for complete communities, the City’s more specific approach in developing the sites inventory for this Housing Element, and the specific goals, policies, and programs included in the Housing Element all reflect the priority that the City has placed on furthering fair housing opportunities. This includes policies to implement integrated place-based and mobility strategies in planning for affordable housing to develop affordable housing in areas of opportunity; policies to lower-income residents to affordable housing in neighborhoods with proximity to high quality transit corridors, bike/ped facilities, good jobs, parks and recreational opportunities, and necessary commercial goods and civic and commercial services; and polices to reduce disparities in access by lower-income and disadvantaged residents to community assets and services, such as quality schools, employment, shopping, and transportation.

This is reflected in the City’s sites inventory, which includes relatively larger sites for lower-income housing development in the southern portion of the City’s Planning Area, which has been identified as having Opportunity Area Census Tracts. Figure 9 shows an overlay of vacant parcels with SACOG’s recognized high opportunity zones. Please refer to Appendix A-2, the Land Inventory, and Appendix B, the Sites

Inventory Map, for more detail. In addition, the City has been and will continue to assertively promote infill development consistent with General Plan policies that brings additional opportunity, in the form of recreation and civic amenities, jobs, and education to existing developed areas of the community.

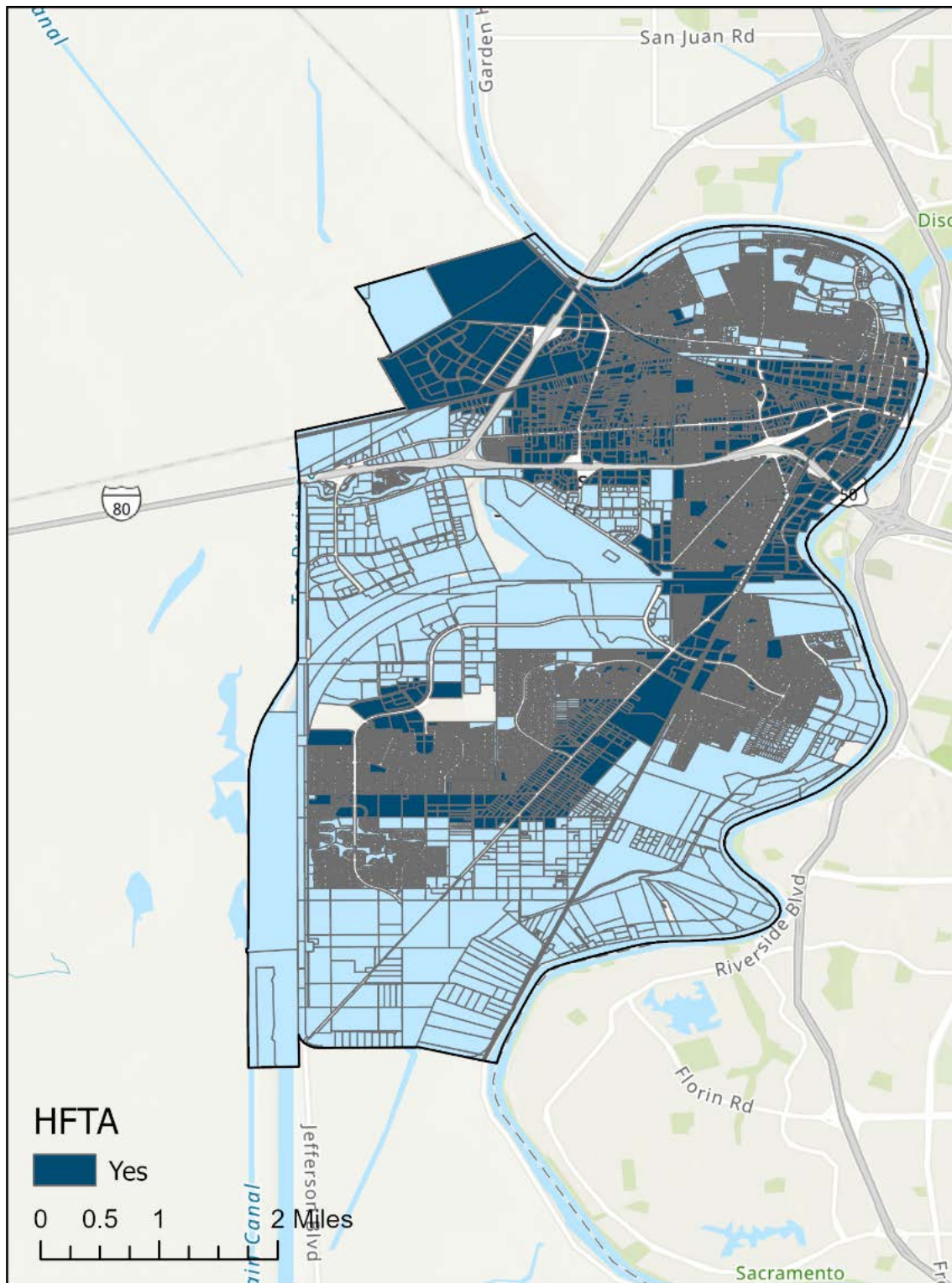
Consistent with the City’s policies in the Land Use and Mobility Elements, relatively higher densities are promoted by the City in areas with access to transit, including zoning districts with vacant sites available for housing development. For example, as shown in detail in Appendix A-2, the Land Inventory, and Appendix B, the Sites Inventory Map, there are sites available for higher-density development in and directly adjacent to high-frequency transit service zoned R-3, WF, MU-C, and MU-NC. Figure 10 shows the High Transit Frequency Areas (HTFAs), which is a key criterion for site assessment of future affordable housing development.

Figure 9. High Opportunity Zones and Vacant Parcels



Source: SACOG, TCAC, City of West Sacramento, AECOM

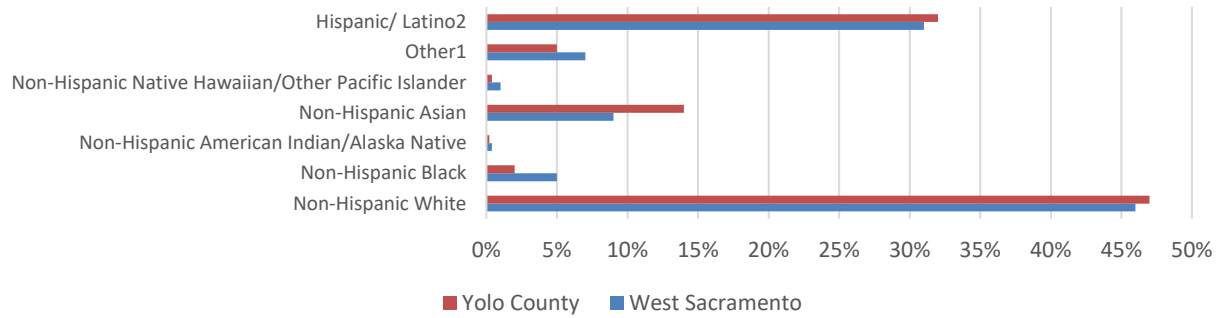
Figure 10. High Frequency Transit Areas per 2020 MTP/SCS



Source: SACOG, AECOM

D.4 AFFH Analysis Appendix

D.4.1 ADDITIONAL DATA REVIEW



Source: US Census 2010, ACS 2014-2018

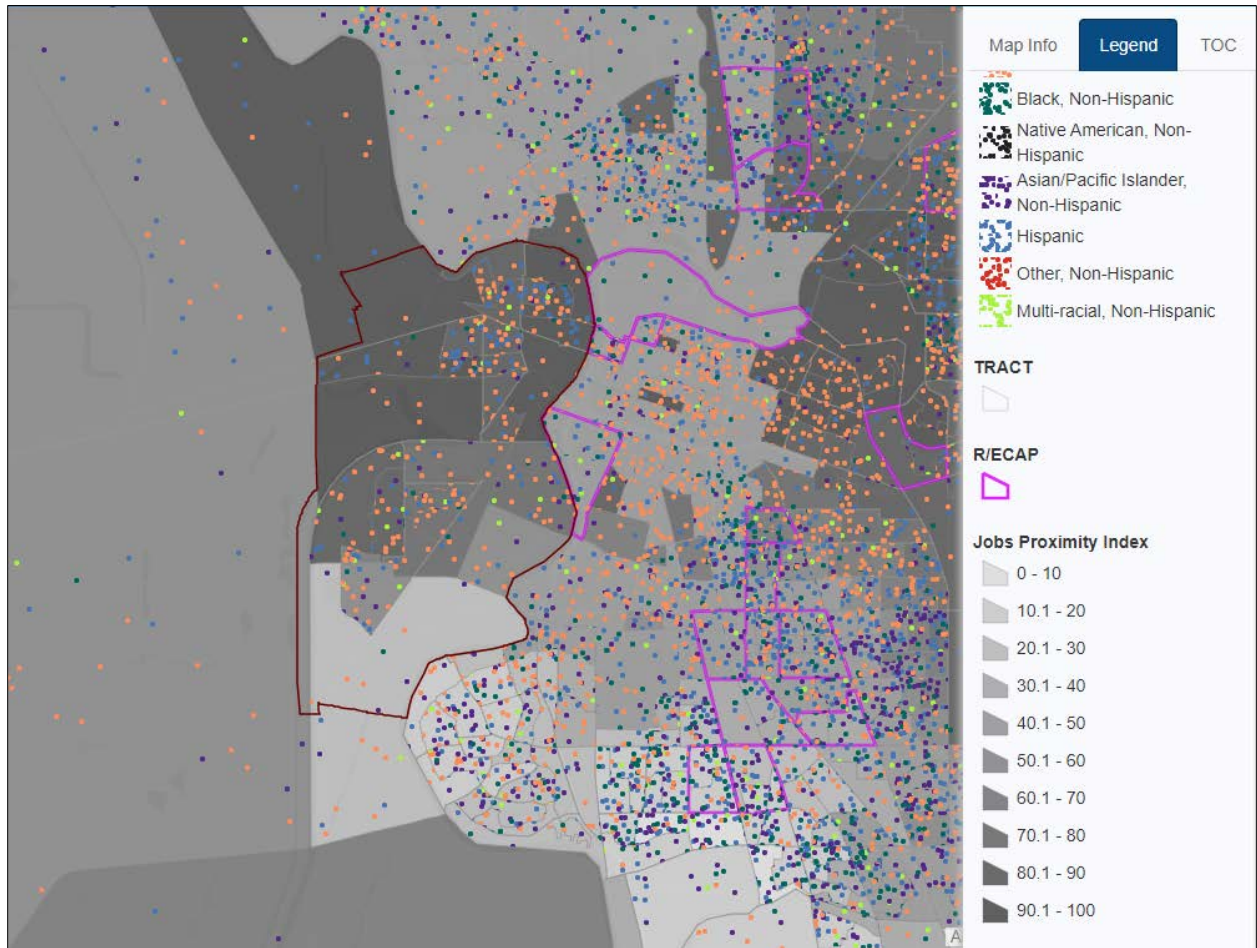
¹ Other includes "Other" and "Two or more"

² Hispanic/Latino is defined as anyone being of Spanish, Latino, or Hispanic origin. People who identify their origin as Spanish, Hispanic, or Latino may be of any race.

Figure 12. Access to Opportunity shows the jobs proximity index, which is a key factor in determining access to economic opportunity. Jobs in West Sacramento are distributed throughout the Planning Area, with the relatively undeveloped far southern areas. For the Job Proximity Index, SACOG found that the total populations of Native Americans and Hispanics have the highest index scores compared of all the racial/ethnic groups. While the job proximity index indicates that these two groups have greater access to employment centers compared to other racial groups, the disparity between the market engagement and job proximity index scores could indicate a settlement pattern in which certain minority populations live closer to the City’s core, while Non-Hispanic Whites and Asians live in relatively more affluent residential neighborhoods.

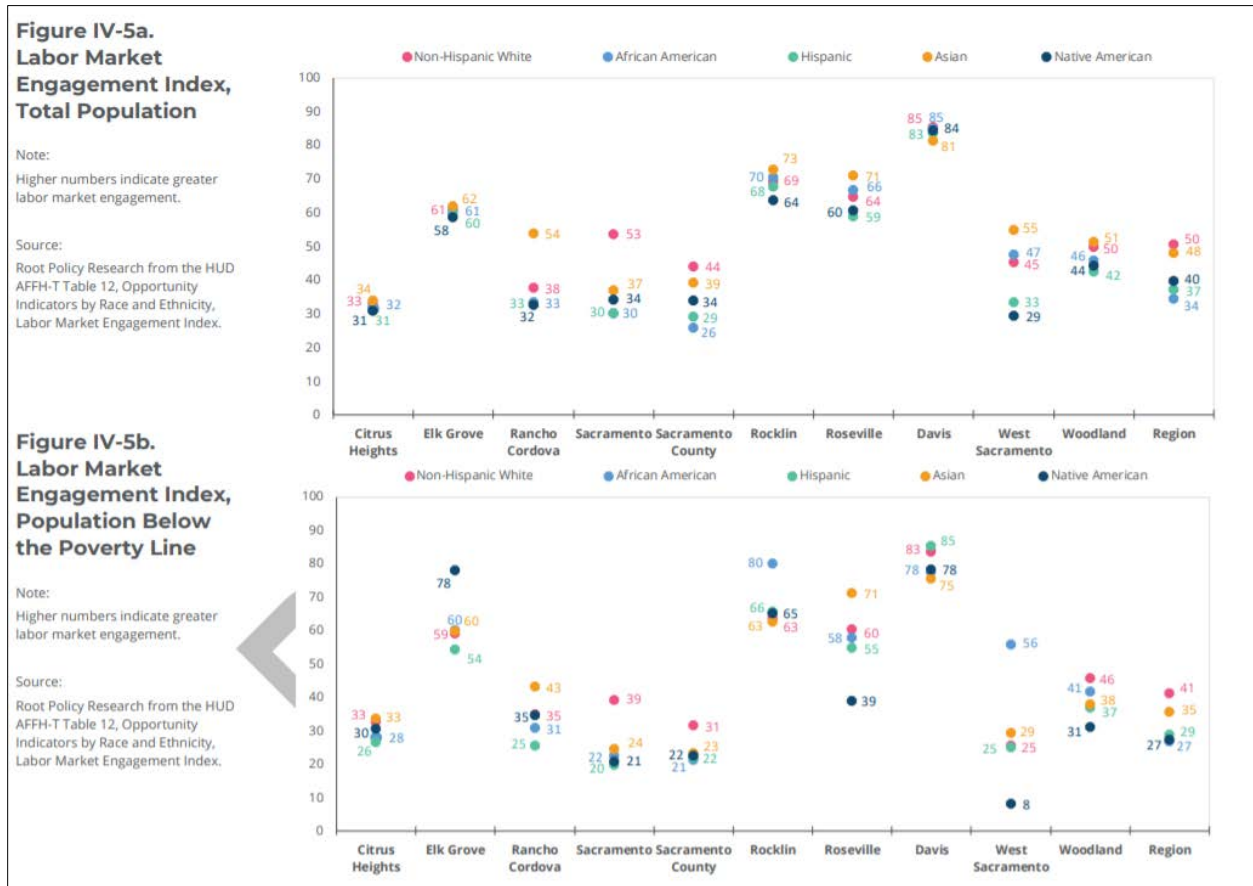
Figure 13 shows the disparity in employment engagement for the 5 racial groups, with Native Americans and Hispanics experiencing the lowest index numbers.

Figure 12. Access to Opportunity



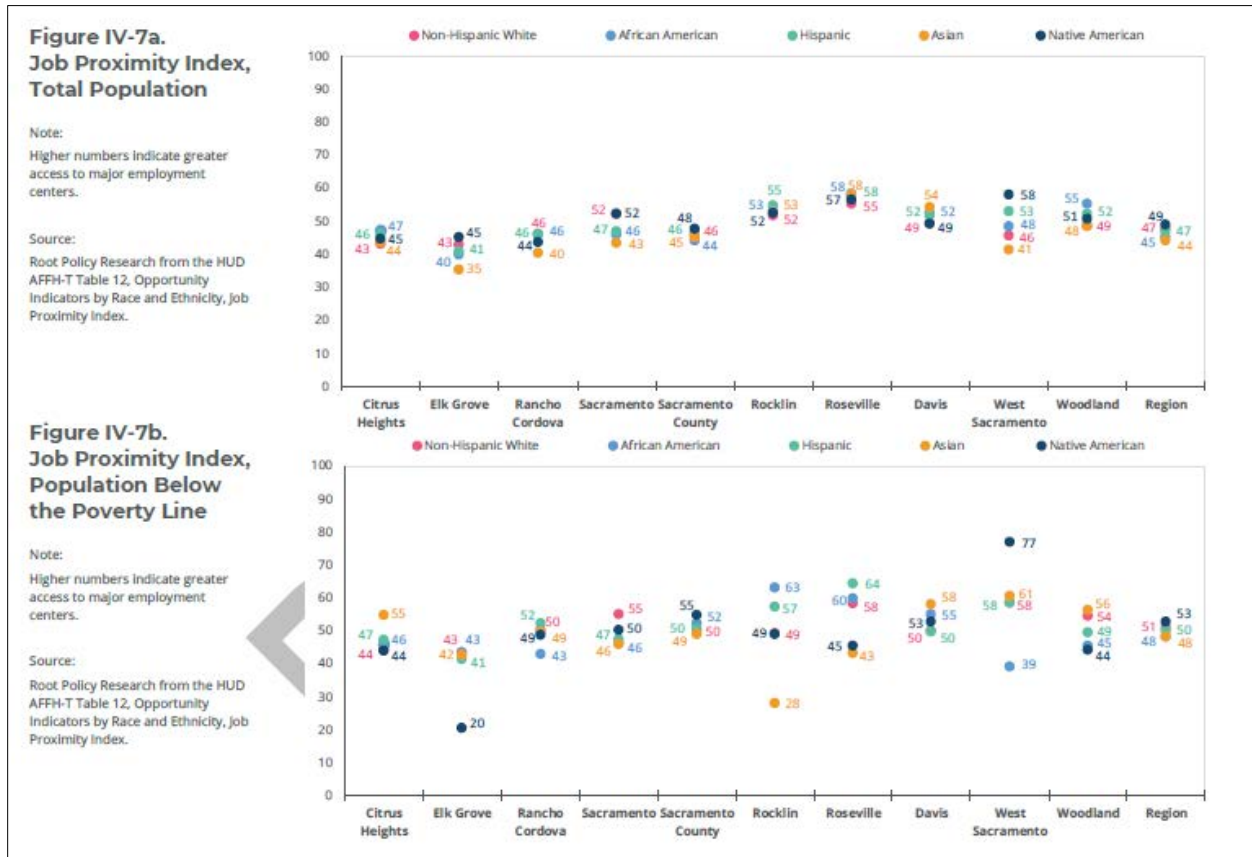
Source: HUD AFFH Mapping and Data Tool

Figure 13. Labor Market Engagement Index



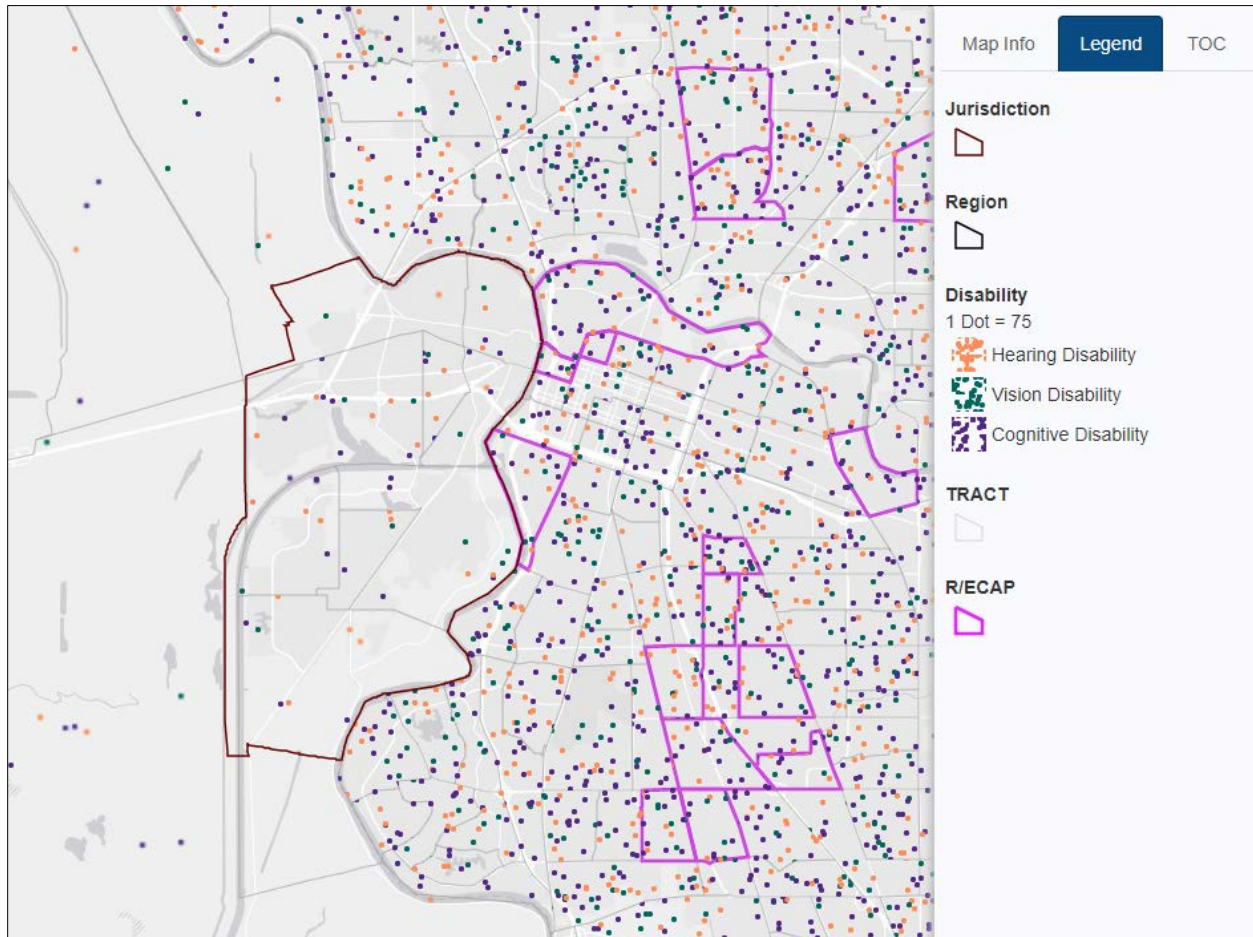
Source: Analysis of Impediments to Fair Housing Choice by the Sacramento Valley Fair Housing Collaborative (Draft, 2019)

Figure 14: Job Proximity Index



Source: Analysis of Impediments to Fair Housing Choice by the Sacramento Valley Fair Housing Collaborative (Draft, 2019)

Figure 15: Disability and Access



Source: HUD AFFH Mapping and Data Tool

D.5 Summary of AFFH Requirements

AB 686 Housing Discrimination: Affirmatively Further Fair Housing (AFFH) creates new requirements for all city and state agencies to ensure that laws, policies, programs, and activities affirmatively furthers fair housing opportunities throughout the community for all persons regardless of race, religion, sex, marital status, ancestry, national origin, color, familial status, disability, and other characteristics protected by the California Fair Employment and Housing Act (FEHA).

Beginning in 2021, all Housing Elements must include an AFFH program consistent with the requirements of the federal program managed by the Department of Housing and Urban Development (HUD). This Assessment of Fair Housing (AFH) requires the analysis of local, state, and federal data sources to determine a jurisdiction’s needs, and the identification meaningful actions to further fair housing opportunities. While both state and federal laws mandate strict requirements, compliance to these requirements allows for flexibility in analysis and program design. The requirements are:

1. Include a program that affirmatively furthers fair housing and promotes housing opportunities throughout the community for Protected Classes.
 - a. AFFH must define meaningful actions
 - i. Replacing segregated living patterns with integrated and balanced living patterns.
 - ii. Transforming racially and ethnically concentrated areas of poverty into areas of opportunity (without displacement).
 - iii. Fostering and maintaining compliance with civil rights and fair housing laws.
 - iv. Including actions that promote fair housing opportunities for low- and moderate-income tenants.
 - b. AFFH must include a Timeline of Concrete Actions
 - c. AFFH must be consistent with state and federal AFFH policies
2. Conduct an Assessment of Fair Housing
 - a. Needs Assessment
 - i. Summary of fair housing issues, assessment of fair housing enforcement and outreach capacity.
 - ii. Demographic Analysis of available local, state, and federal data to identify:
 1. Levels of segregation in the jurisdiction and changes over time (using dot density and dissimilarity indices)
 2. Identification of Racially or Ethnically Concentrated Areas of Poverty (R/ECAP)
 3. Disparities in Access to Opportunity (Housing, Education, Employment)
 4. Disproportionate Housing Needs and Assessment (cost burden, overcrowding, etc.)
 5. Concentrations and Availability of Publicly Supported Housing
 6. Disability and Access Analysis
 - iii. Assessment of contributing factors of fair housing issues identified in the Demographic Analysis, including a discussion on policies or practices that could lead to higher levels of segregation.
 - b. Identification of Priorities and Goals, including metrics and milestones.
 - c. Identification of Strategies and Actions to implement the Priorities and Goals that should include:
 - i. Enhancing mobility strategies
 - ii. Encouraging development of affordable housing in high resource areas
 - iii. Place-based strategies to encourage community revitalization
 - iv. Protecting residents from displacement
3. Prepare the Housing Element Land Inventory and Site Identification through the lens of AFFH
 - a. Alignment with the Regional Housing Need Allocation (RHNA) to demonstrate adequate sites zoned for development of housing for households at each income level

- b. Identification of sites throughout the jurisdiction that are consistent with the goals of AFFH:
 - i. Sites to accommodate lower-income households are not concentrated in lower resource or R/ECAP areas
 - ii. Where sites to accommodate lower-income households are located in lower resource or R/ECAP areas, strategies to remediate negative impacts are implemented

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APPENDIX E

Community Outreach

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E. COMMUNITY OUTREACH

E.1 Overview

The California Government Code requires that local governments make diligent efforts to solicit public participation from all economic segments of the community, especially low-income persons, in the development of the Housing Element. During the preparation of this Housing Element Update, public input was actively encouraged in a variety of ways.

The City solicited feedback from key stakeholders and the public through interactive webinars that focused on issues related to the development of affordable housing and the approach to housing in the challenging context of the COVID-19 pandemic. In addition, the City conducted a Community Survey on the Housing Element Update, which identified residents' priorities, preferences, and concerns. Housing affordability, senior housing, amenities, overcrowding, and traffic concerns were noted in the survey as top issues for West Sacramento residents.

The City established a website for the Housing Element Update at <https://www.cityofwestsacramento.org/residents/housing/housing-element-update>. This website included regular project updates, documents, presentations, and information on how to connect with the project team.

Documents related to the Housing Element Update are published on the City's website. These documents will also be provided to the California Department of Housing and Community Development for review and comment.

E.2 Stakeholder Group Meeting

On July 30, 2020, City staff and the consultant team held an online meeting (webinar) with representatives from local and regional housing nonprofits to discuss topics related to priorities for the Housing Element Update.

The following organizations attended the Stakeholder Group meeting:

- West Sacramento Mercy Coalition
- Bryte and Broderick Community Action Network
- Shores of Hope
- Downtown Streets Team
- West Sacramento Housing Development Corporation
- Sacramento Housing Alliance
- Resources for Independent Living (RIL)
- Catholic Charities Yolo-Solano, Inc.
- City of West Sacramento
- Legal Services of Northern California
- House Sacramento
- Mercy Housing California

The project team made a presentation that included an overview of the update process and a description of the required components of the Housing Element. Following the presentation, the planning team posed a series of open-ended discussion points on topics such as regulatory and other constraints on housing development, the impact of the COVID-19 pandemic on the emerging housing crisis, and environmental justice concerns. Participants provided their input and ideas during the discussion period of the webinar.

E.3 Stakeholder One-on-One Meetings

Individual one-on-one meetings were conducted with the following organizations:

- Legal Services of Northern California
- West Sacramento Housing Development Corporation
- House Sacramento

Individual meetings were focused on the topic of community outreach strategy and allowed representatives to identify priorities for their organizations and clients.

E.4 Virtual Public Meeting

On November 10, 2020, City staff and the consultant team held an interactive virtual public meeting (webinar) to discuss the housing experience in West Sacramento, special housing and community housing needs, and the status of the Housing Element Update. The meeting announcement was posted on the project website, the City's social media channels, the Nextdoor app, and emailed to the subscriber list. The announcement was also emailed to housing partners and organizations.

The project team presented on the Housing Element and how it impacts West Sacramento residents, and provided an overview of results of the Community Survey (see Section A.6). The meeting also included a series of polls and open-ended discussion questions, during which participants provided feedback on housing needs, challenges, and ideas for neighborhood improvements.

E.5 Public Hearings/Workshops

- Economic Development and Housing Commission: August 25, 2020 and October 27, 2020
- Virtual Public Meeting: November 10, 2020
- Planning Commission: November 19, 2020 and December 3, 2020

E.6 Community Survey

To gather public input on the Housing Element Update, the City conducted an online survey of residents. The Community Survey was intended to help the City better understand the community's housing needs and priorities. The survey, also available in Spanish and Russian languages, opened on October 1, 2020 and closed on November 16, 2020. The City received 468 responses to the survey, as described below.

The survey was publicized on the project website, through an email blast to subscribers, on the City's social media channels, and on the Nextdoor app. Links to the survey were also distributed to the following housing partners and organizations:

- Meadowbrook Apartments
- Courtyard Village Apartments
- The Bridge District Apartments
- West Capitol Courtyard Apartments
- Washington Courtyard Apartments
- West Gateway Place Apartments
- Capitol Yards Apartments
- Capitol Place Apartments
- Legal Services of Northern California
- Mercy Coalition
- Southport Church
- West Sacramento Housing Development Corporation
- Yolo County Homeless and Poverty Action Coalition
- West Sacramento Historical Society
- Bryte Church
- Our Lady of Grace Church
- Russian Orthodox Church of the Myrrhbearing Women
- Slavic Baptist Church
- Yolo Family Resource Center

Survey Summary

Question 1

Do you live and/or work in West Sacramento?

Answer Choices	Responses
I live in West Sacramento but work somewhere else	48.50%
I live and work in West Sacramento	22.32%
I live in West Sacramento and do not currently work/I am retired	28.76%
If you live outside the City of West Sacramento, where do you live? Note: This survey is intended only for West Sacramento residents.	0.43%

Question 2

Which neighborhood do you live in?

Answer Choices	Responses (%)	Number
Bridge District/Triangle	2.40%	11
Ironworks	1.31%	6
Broderick	7.63%	35
Bryte	1.96%	9
CBD	0.44%	2
Lighthouse/Riverbend	1.96%	9
Michigan-Glide-Sutter	5.01%	23
Evergreen	1.09%	5
Meadowdale	0.22%	1
Westacres	0.44%	2
Westfield	0.44%	2
Northeast Village	24.62%	113
Arlington Oaks	0.44%	2
Linden Acres	1.96%	9
Newport/Stonegate	2.40%	11
Northwest Village	12.64%	58
Linden Loop	3.92%	18
Bridgeway Island	4.36%	20
Old West Sacramento	6.97%	32
Westmore Oaks	1.31%	6
State Streets	2.40%	11
Southwest Village	5.45%	25
Bridgeway Lakes	7.19%	33
Washington	1.96%	9
Valhalla	0.44%	2
Other (please specify)	1.09%	5

Other responses included Port Sacramento Industrial Park (PSIP), West Capitol Avenue, West end West Capitol to I-80, and Southeast Village.

Question 3

What is your age range?

Answer Choices	Responses
Under 18	0.00%
18-24	1.52%
25-34	12.12%
35-44	27.92%
45-54	18.18%
55-64	17.53%
65-74	16.67%
75 +	6.06%

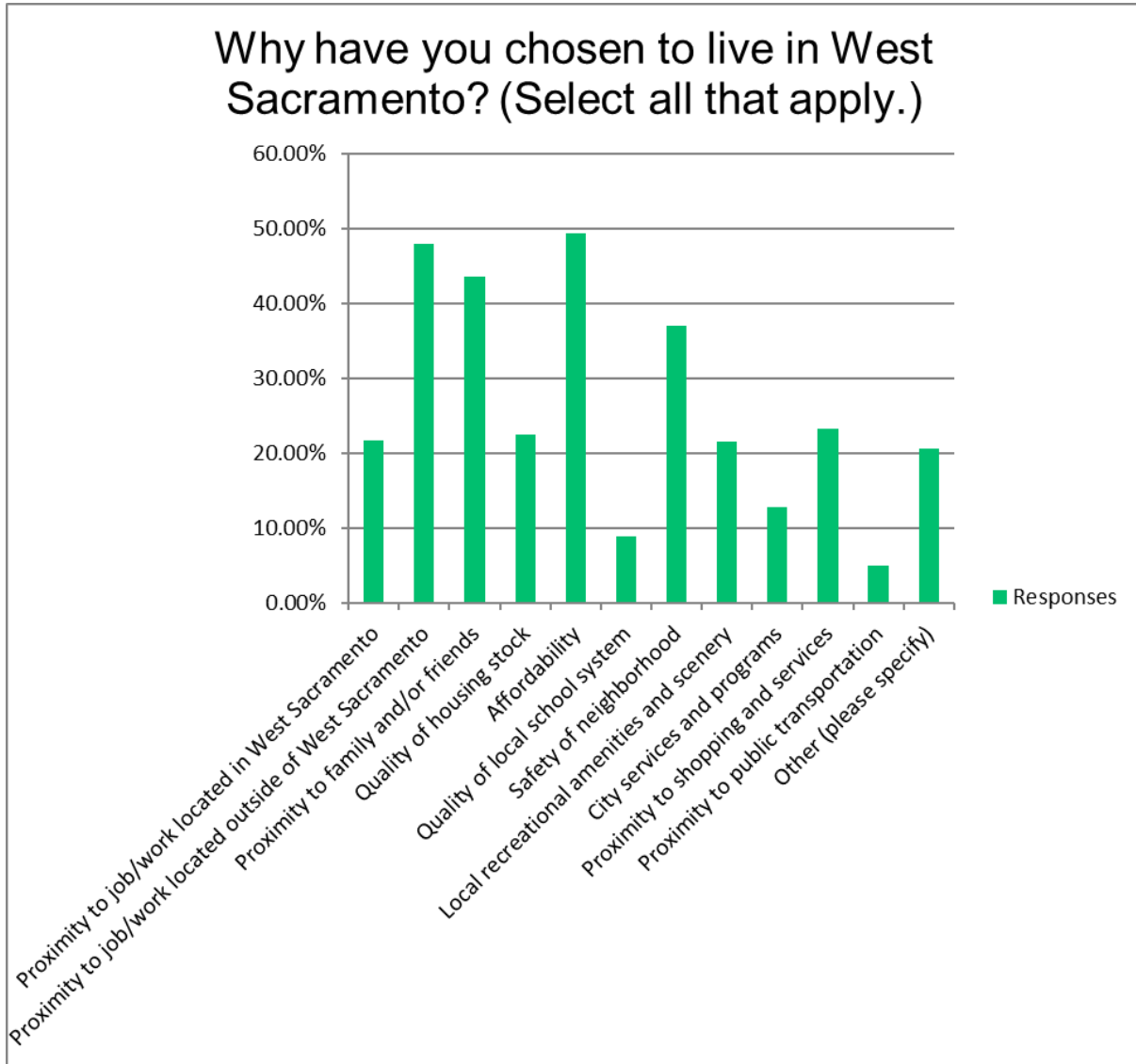
Question 4

How long have you lived in West Sacramento?

Answer Choices	Responses
0-2 years	8.44%
2-5 years	11.90%
5-10 years	19.48%
10+ years	60.17%

Question 5

Why have you chosen to live in West Sacramento? (Select all that apply.)



There were 95 responses provided in the “Other” category. Themes of these responses included:

- Proximity to spouse’s work
- Proximity to Sacramento, Davis, and San Francisco
- Personal/family history in West Sacramento
- Leadership and progressive policies of the City
- Diversity and character of community and neighborhood
- Proximity to recreation, trails, and parks
- Agricultural setting

Question 6

Select the type of housing that best describes your current home.

Answer Choices	Responses
Single Family Home (Detached)	87.42%
Duplex/Attached Home	1.52%
Multifamily Home (Apartment/Condominium)	8.03%
Accessory Dwelling Unit, Granny Flat, Guest House	0.00%
Mobile Home	1.74%
Currently without permanent shelter	0.22%
Other (please specify)	1.08%

Other responses included manufactured home and detached townhouse.

Question 7

Do you currently own or rent your home?

Answer Choices	Responses
Own	82.90%
Rent	15.80%
Live in another household (Neither own nor rent)	0.87%
Currently homeless	0.43%

Question 8

If you rent, what is the reason?

Answer Choices	Responses
Prefer renting over owning a home	12.99%
Unable to find a home to purchase that both meets household needs and is within my budget	29.87%
Can't afford to purchase a home	44.16%
Other (please specify)	12.99%

Other responses included waiting for home under construction to be completed, renting from a family member, and planning to purchase a home.

Question 9

Which of the following best describes your household type?

Answer Choices	Responses
Single person household	17.00%
Single person living with roommates	3.13%
Single parent with children under 18	2.46%
Couple	36.47%
Couple with children under 18	29.53%
Couple living with roommates	1.12%
Adult Head of Household (non-parent) with children under 18	0.89%
Young adult living with parents	2.01%
Multi-generational family household (grandparents, children, and/or grandchildren all under the same roof)	4.70%
Other (please specify)	2.68%

Other responses included:

- Single parent living with adult children
- Couple living with adult children
- Household with adult relatives
- Single parent with children under 18 and couple with children under 18 in same household

Question 10

How satisfied are you with your current housing situation?

Answer Choices	Responses
I am very satisfied.	57.37%
I am somewhat satisfied.	30.58%
I am somewhat dissatisfied.	7.59%
I am dissatisfied.	4.46%

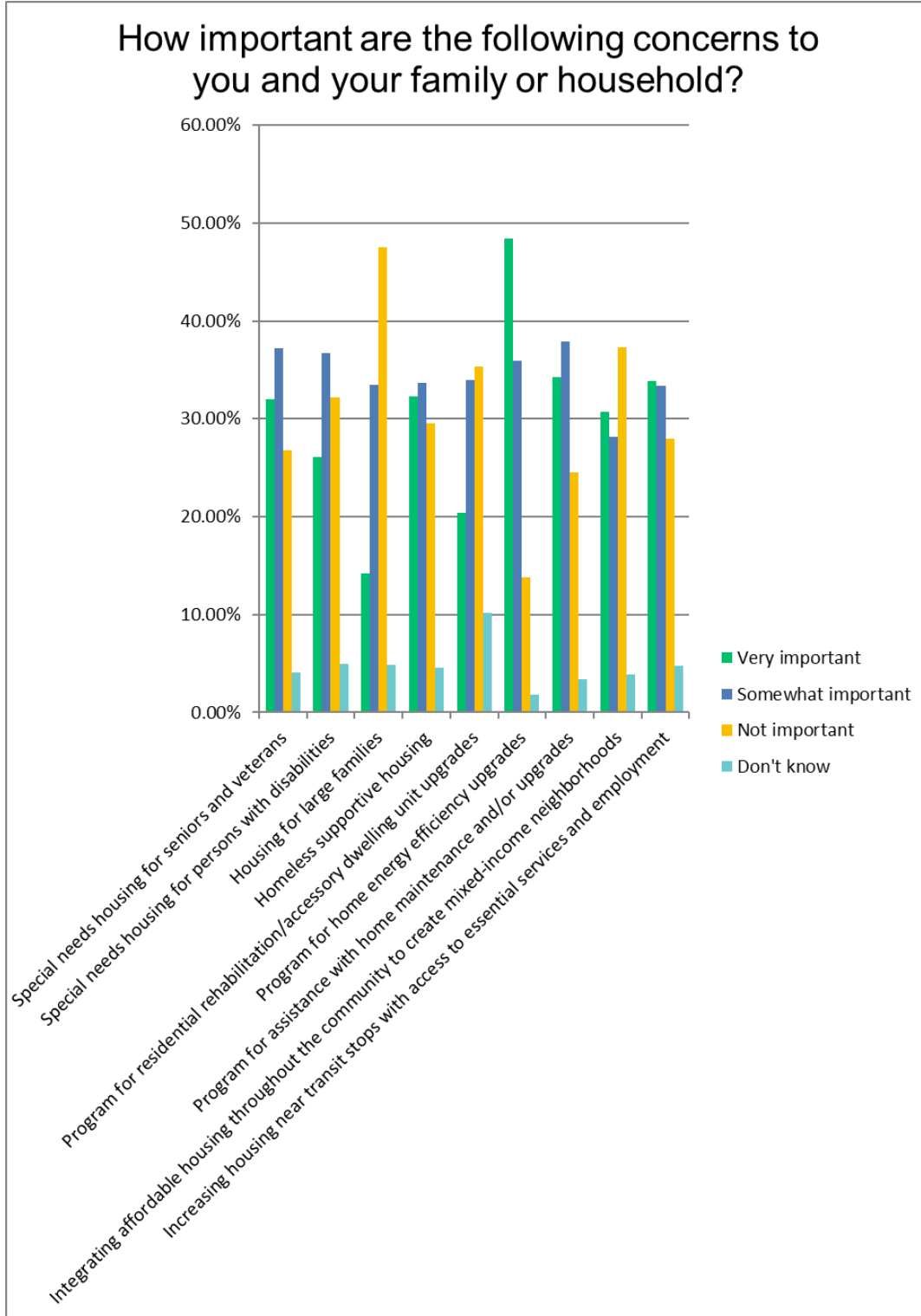
If respondents answered that they were dissatisfied or somewhat dissatisfied, they were asked to provide a reason (e.g., condition of home, number of bedrooms). There were 59 responses provided. Themes of these responses included:

- Need for more living space, such as increase in bedrooms and/or bathrooms
- Interest in downsizing
- Lack of affordability
- Condition of neighborhood (including safety concerns)
- Home located in high traffic/noise area
- Condition or age of home or apartment

- Lack of recreation opportunities for children
- Desire for more yard space
- Concerns with property management or Homeowner's Association (HOA)
- Concerns with new development such as apartment complexes
- High density and proximity to neighbors
- Low quality of home construction
- Problems with neighbors

Question 11

How important are the following concerns to you and your family or household?



Question 12

Do you feel that the different housing types in West Sacramento currently meet your housing needs?

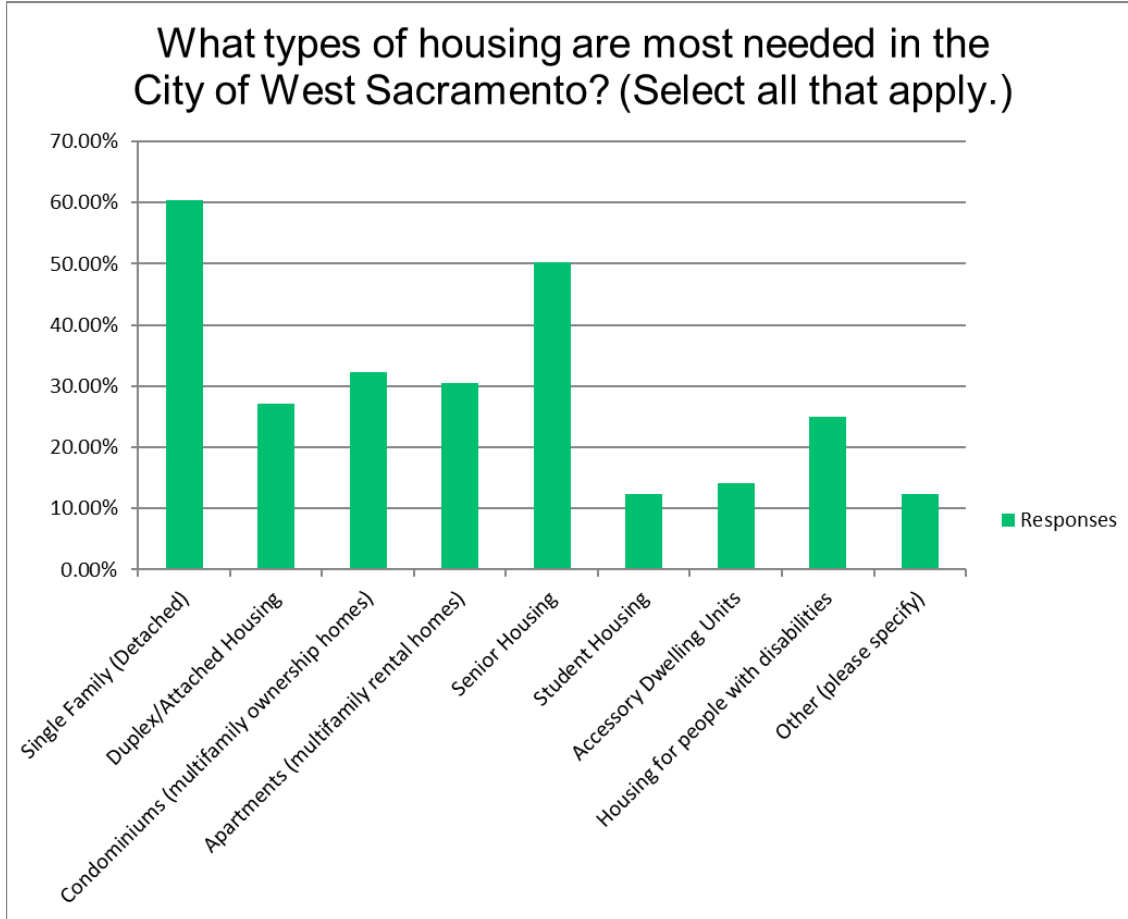
Answer Choices	Responses
Yes	76.59%
No	23.41%

If respondents answered no, they were asked to tell us why. There were 93 responses. Themes of these responses included:

- Need more senior housing and assisted living facilities
- Lack of affordable housing for sale and rental
- Too much high-density housing
- Not enough large lots for larger families/multi-generational households
- Need more low-income housing
- Lack of day shelters or housing for people with disabilities
- Too much focus on condos; lack of single-family homes with yard space
- Need more affordable/entry-level rental units
- Need more options such as halfplexes, townhomes, multi-story buildings, and condos
- Need more Accessory Dwelling Units (ADU); cost to build them is too high
- Need more ways to address homeless situation
- Not enough urban-style development within walking distance of services
- Too many apartments for current capacity of infrastructure
- Rents are too high for those with fixed incomes
- More mixed-income neighborhoods are needed
- Not enough options for middle-income households

Question 13

What types of housing are most needed in the City of West Sacramento? (Select all that apply.)

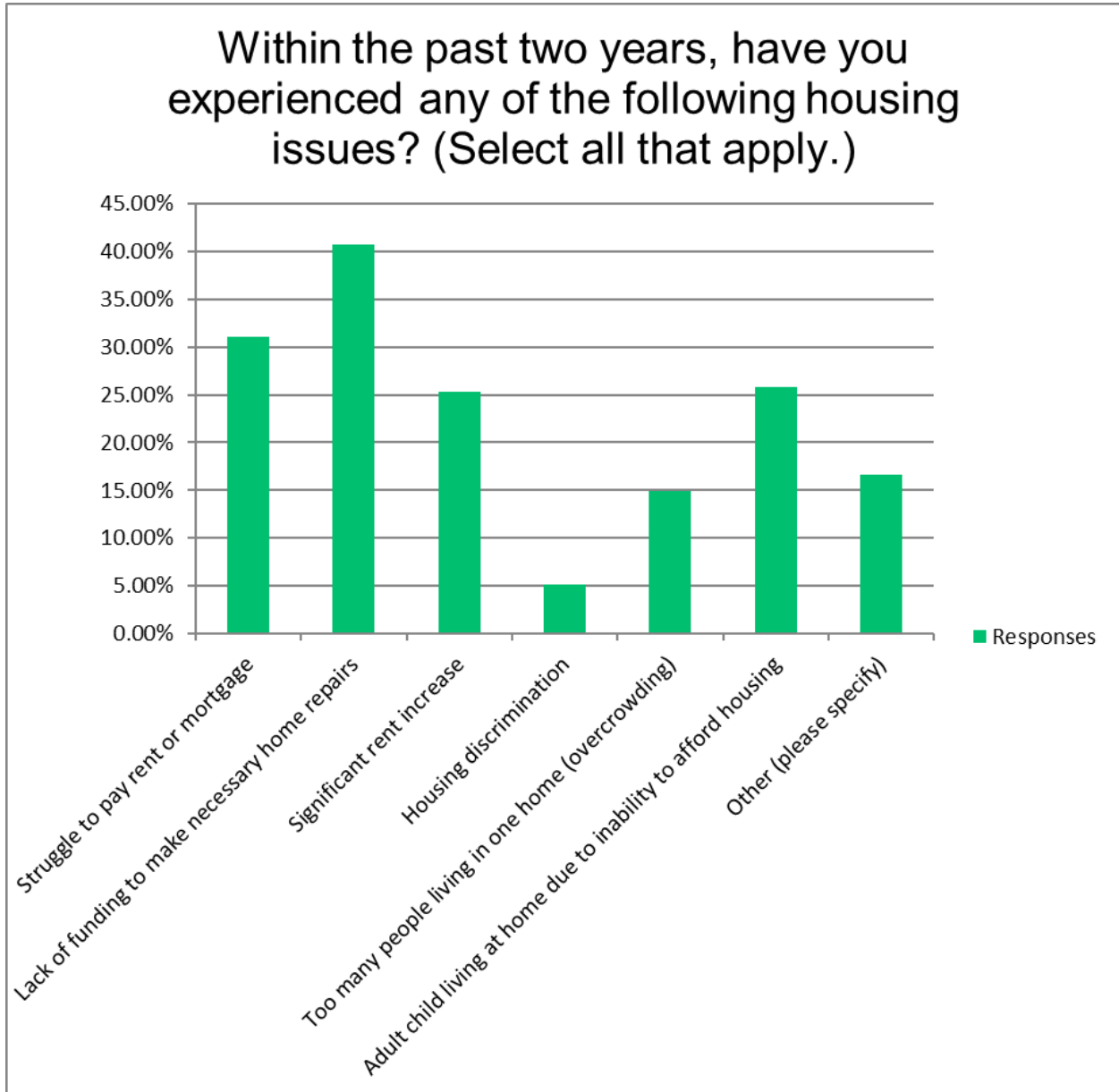


There were 51 responses provided in the “Other” category. Themes of these responses included:

- Smaller home options
- Alternative housing such as tiny homes and cooperative housing
- More affordable housing to own and rent
- Housing for the homeless
- Properties with larger lots
- No more housing is needed. Concerns included overcrowding, traffic, and having adequate city services to accommodate current housing.
- Detached townhomes
- Multi-generational homes
- Hotel/motel conversions
- Small farms

Question 14

Within the past two years, have you experienced any of the following housing issues? (Select all that apply.)



There were 29 responses provided in the “Other” category. Themes of these responses included:

- Crime/break-ins/safety issues
- Dependent on landlord for property upgrades
- Unable to find “move-up” options in West Sacramento
- Lack of yard space and parking for families
- Problems with neighbors/tenants

Question 15

If you anticipate relocating/moving in the next five years, what is the reason? (Select all that apply.)

Answer Choices	Responses
Employment	11.18%
Live closer to family and/or friends	11.50%
Affordability	26.52%
Downsizing	17.25%
Upsizing	18.85%
Purchase a home	12.14%
Better community amenities (e.g. schools, recreation, shopping, public transportation)	38.98%

There were 94 responses provided in the “Other” category. Themes of these responses included:

- Local, state, or national political climate
- High taxes or fees
- Natural hazard risk (such as fires, floods, earthquakes)
- Retirement
- Desire for more land/bigger yard
- Lack of senior housing and assisted living facilities
- Concerns regarding increased crime/public safety
- Homeless problem
- Too much traffic
- Lack of road repairs and maintenance
- Lack of walkability in some neighborhoods
- Better quality schools
- Better weather
- To be closer to school/university
- Lack of nearby shopping and amenities (some within walking distance)
- Better infrastructure that can support population/residents
- Relocating out of California
- Looking for tiny home community

Question 16

Do you have any additional comments or concerns relevant to the Housing Element Update?

There were 141 responses to this open-ended question. Selected responses are categorized below.

Housing Types and Design

- More single-family housing with space
- Quality senior housing/assisted living facilities
- Less apartment complexes and multi-story, cookie-cutter attached homes
- Less high density and rental housing
- Increase density and avoid suburban sprawl
- Incorporate universal design, solar, and sustainable landscaping and construction materials
- Provide opportunities for energy efficiency upgrades and retrofitting existing housing with solar
- Build low-income housing near transit and with parking lots
- Fast track ADU permitting and allow them to be built on properties not occupied by owner
- Consider cottage housing ordinance that allows small infill cottages in single-family areas (e.g. Southport area)
- More mixed-use zoning
- Include community garden spaces in housing development
- Consider special housing options for artists (e.g. live/work studios)
- Need quality senior living (e.g. active senior housing communities, single-family homes, condominiums, transition to nursing care) for aging community
- More attractive multi-family housing with open space

Housing Affordability

- Homes are overpriced
- Need rent control
- More affordable housing is needed, both for rentals and home ownership
- Need more low-income housing in south end of city (concentrated in north end)
- Support city's trend in providing affordable housing units as part of larger, more dense projects, to serve low- and moderate-income residents
- Affordable complexes have long waitlists; suggest incentivizing owners to maintain affordable units
- Need to fill empty units and acquire units for free public housing for low income and unhoused people
- City should provide support to those who need housing assistance due to the pandemic

- Need to provide range of affordable housing, considering those who do not qualify for assistance, but earn less than median income
- More affordable home ownership options for younger and senior buyers
- Affordable housing for middle-class families

Services and Assistance Programs

- Provide more homeless/assistance programs
- Concerns about homeless shelters/housing having a negative impact in neighborhoods
- Need less focus on homeless assistance and more on updating community amenities
- Need senior assistance program for deferred home maintenance
- Need programs to address gaps for lower income residents, particularly veterans

Traffic, Transportation, Infrastructure, and Safety

- Improve vehicle infrastructure, road congestion, and amenities before adding more housing
- Planned bridge needs to be wider for high-density development and pending soccer arena
- Need better freeway access as traffic and bottlenecks are getting progressively worse
- Concerns regarding evacuation routes. Jefferson needs to be widened southbound and bridges are needed east and west out of Southport.
- Need more transit options, within West Sacramento and to get to downtown Sacramento
- Need improved bike lanes, and more and faster bus routes
- Concerns about increased rentals impacting community quality and increasing crime
- Suggestion to underground utilities
- Deteriorated condition of local roads

Community Character and Amenities

- Keep the city's small-town feel
- Need more parking areas
- More green space and parks are needed
- Need more shopping, grocery stores, restaurants, and gas stations
- More walkable/bikeable businesses/restaurants near housing
- Improve school system
- Need better code enforcement to prevent blight in neighborhood

Neighborhood/Street Specific

- The Bridge District has too much overpriced housing (rental and ownership)
- Add sidewalks (such as on West Capital, Maple Street, Rice Avenue)
- Southport doesn't have adequate roads/bridges
- Concern about the west end being left out of City projects
- Add sound walls on Jefferson between Lake Washington and Linden for noise, traffic, and privacy
- Area along Jefferson south of freeway could be turned into dense, mixed use development

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CITY OF WEST SACRAMENTO

GENERAL PLAN 2021–2029 HOUSING ELEMENT UPDATE INITIAL STUDY

Prepared for:
City of West Sacramento

AECOM

September 2020

City of West Sacramento General Plan 2021–2029 Housing Element Update Initial Study

Prepared for:
City of West Sacramento
Economic Development and Housing Department

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Project Manager
916/414-5800



September 2020

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ACRONYMS AND OTHER ABBREVIATIONS

AB	Assembly Bill
CEQA	California Environmental Quality Act
City	City of West Sacramento
CNEL	community noise equivalent level
EIA	U.S. Energy Information Administration
EIR	Environmental Impact Report
GHG	greenhouse gas
HCP	Habitat Conservation Plan
MRZ	mineral resource zone
NCCP	Natural Community Conservation Plan
PG&E	Pacific Gas & Electric Company
YSAQMD	Yolo-Solano Air Quality Management District

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1 SUMMARY

PROJECT INFORMATION		
1. Project Title:	City of West Sacramento 2021-2029 Housing Element Update	
2. Lead Agency Name and Address:	City of West Sacramento, Economic Development and Housing Department, 1110 West Capitol Avenue; 3rd Floor, West Sacramento, CA 95691	
3. Contact Person and Phone Number:	Elijah Ortega, Community Investment Specialist, (916) 617-4555	
4. Project Location:	City of West Sacramento	
5. Project Sponsor's Name and Address:	City of West Sacramento	
6. General Plan Designation:	Various	
7. Zoning:	Various	
8. Description of Project:	<p>The Housing Element Update addresses current demographic and housing trends; ensures that the City can accommodate its regional housing needs; and incorporates policies and programs that reflect new Statewide requirements, funding programs, and guidance. The Housing Element Update does not propose construction of new development that would result in physical environmental effects. The location of future housing development will continue to be guided by the City of West Sacramento General Plan Update land use designations and City zoning code.</p>	
9. Surrounding Land Uses and Setting: (Briefly describe the project's surroundings)	<p>The City of West Sacramento is located in eastern Yolo County and encompasses 21.4 square miles. The City is bound by the Sacramento River on the east and northeast and the Sacramento Deep-Water Ship Channel on the west and southwest. The Yolo Bypass is west of the City and the Sacramento Bypass Area is northwest. The City of Sacramento is directly east of the City, east of the Sacramento River. Interstate 80 crosses the northwestern part of the City and U.S. Highway 50/Capital City Freeway bisects the city east-west through the center of town.</p>	
10: Other public agencies whose approval is required: (e.g., permits, financing approval, or participation agreement)	California Department of Housing and Community Development	
ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:		
<p>The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.</p>		
<input type="checkbox"/> Aesthetics	<input type="checkbox"/> Agriculture Resources	<input type="checkbox"/> Air Quality
<input type="checkbox"/> Biological Resources	<input type="checkbox"/> Cultural Resources	<input type="checkbox"/> Geology / Soils
<input type="checkbox"/> Greenhouse Gas Emissions	<input type="checkbox"/> Hazards & Hazardous Materials	<input type="checkbox"/> Hydrology / Water Quality
<input type="checkbox"/> Land Use / Planning	<input type="checkbox"/> Mineral Resources	<input type="checkbox"/> Noise
<input type="checkbox"/> Population / Housing	<input type="checkbox"/> Public Services	<input type="checkbox"/> Recreation
<input type="checkbox"/> Transportation / Traffic	<input type="checkbox"/> Utilities / Service Systems	<input type="checkbox"/> Mandatory Findings of Significance
		<input type="checkbox"/> None with Mitigation

DETERMINATION (To be completed by the Lead Agency)

On the basis of this initial evaluation:

- I find that the proposed project **COULD NOT** have a significant effect on the environment, and a **NEGATIVE DECLARATION** will be prepared.

I find that although the proposed project **COULD** have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A **MITIGATED NEGATIVE DECLARATION** will be prepared.
- I find that the proposed project **MAY** have a significant effect on the environment, and an **ENVIRONMENTAL IMPACT REPORT** is required.
- I find that the proposed project **MAY** have a “potentially significant impact” or “potentially significant unless mitigated” impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An **ENVIRONMENTAL IMPACT REPORT** is required, but it must analyze only the effects that remain to be addressed.
- I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier **EIR** or **NEGATIVE DECLARATION** pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier **EIR** or **NEGATIVE DECLARATION**, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.



Signature

9/24/2020

Date

J. Matthew Gerken

Printed Name

Project Manager

Title

On behalf of the City of West Sacramento

Agency

EVALUATION OF ENVIRONMENTAL IMPACTS

1. A brief explanation is required for all answers except “No Impact” answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A “No Impact” answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A “No Impact” answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
2. All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
3. Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. “Potentially Significant Impact” is appropriate if there is substantial evidence that an effect may be significant. If there are one or more “Potentially Significant Impact” entries when the determination is made, an EIR is required.
4. “Negative Declaration: Less Than Significant With Mitigation Incorporated” applies where the incorporation of mitigation measures has reduced an effect from “Potentially Significant Impact” to a “Less Than Significant Impact.” The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from “Earlier Analyses,” as described in (5) below, may be cross-referenced).
5. Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:
 - a) Earlier Analysis Used. Identify and state where they are available for review.
 - b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
 - c) Mitigation Measures. For effects that are “Less than Significant with Mitigation Measures Incorporated,” describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
6. Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
7. Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
8. This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project’s environmental effects in whatever format is selected.
9. The explanation of each issue should identify: the significance criteria or threshold, if any, used to evaluate each question; and the mitigation measure identified, if any, to reduce the impact to less than significance.

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2 PROJECT DESCRIPTION

2.1 BACKGROUND

As an element of the West Sacramento General Plan, and in accordance with the California Government Code, the Housing Element presents a comprehensive set of housing policies and programs to address identified housing needs for City of West Sacramento (City). The housing element is one of the seven required general plan elements mandated by California state law. State law requires that each city and county adopt a housing element that conforms to the detailed statutory requirements established in Article 10.6 (Sections 65580 to 65589.8) of the Government Code, and which must be updated every four to eight years.

2.2 PURPOSE

The purpose of the Housing Element Update is to revise the 2013–2021 Housing Element to reflect current conditions and changes in State and local policies and programs since the previous Housing Element was adopted in 2013. This Housing Element Update will cover the 6th cycle for planning period 2021 – 2029, and builds on the City’s achievements and successes since 2013 when the last Housing Element was adopted. It replaces the Housing Element corresponding to the planning period of 2013 to 2021 that was adopted by City Council and certified by the California Department of Housing and Community Development in 2013.¹

2.3 PROJECT DESCRIPTION

Consistent with the 2035 General Plan, this Housing Element focuses on the concept of “complete communities” that provide for the basic needs of all residents, including access to public and private services and jobs, a variety of mobility choices, and community design that supports active lifestyles and social interaction.

With this Housing Element Update the City will redouble its efforts to facilitate an appropriate range of housing types with affordable transportation options and access to jobs and services. As noted in the 2035 General Plan Vision and City’s Community Investment Action Plan, the City will pursue creative interventions, fiscally prudent risk taking, and innovative financing and other incentives to spur compact housing and mixed-use development along the West Sacramento Riverfront. The City will also facilitate context-sensitive infill opportunities for housing in existing neighborhoods and plan for a broad range of housing types in each of the City’s new growth areas.

This Housing Element Update is organized around key themes and initiatives, consistent with the 2035 General Plan, such as:

- ▶ Providing a full range of quality housing choices that provide a sense of local identity and pride.
- ▶ Offering a diversity of safe, affordable, convenient, and sustainable transportation options that contribute to a healthy community.

¹ The City’s existing Housing Element is available online for review at:
<https://blob.cityofwestsacramento.org/civica/filebank/blobload.asp?BlobID=9878>

- ▶ Ensuring that housing on both sides of the Sacramento River are part of a strong, vibrant, healthy, transit-oriented, and sustainable metropolitan downtown core.
- ▶ Continuing to add significant employment opportunities accessible to West Sacramento residents through multiple transportation options.
- ▶ Continuing to grow the City’s downtown as an active, mixed-use commercial/residential core.
- ▶ Growing the City with pedestrian- and transit-friendly villages that provide a wide range of amenities for households of all income levels and backgrounds.
- ▶ Building new neighborhoods with their own identity and character, but that are connected to the city as a whole.
- ▶ Supporting the City’s public-nonprofit-private partnerships, which have produced affordable housing, and affordable-by-design housing, particularly in targeted reinvestment areas.

The Housing Element Update reflects current conditions and trends, including the ongoing statewide housing affordability crisis, as well as new state regulations, funding programs, and guidance that have been adopted or updated related to housing. This includes, among other things:

- ▶ Require housing elements to demonstrate how cities and counties are Affirmatively Furthering Fair Housing;²
- ▶ Encourage cities and counties to streamline and incentivize housing development;
- ▶ Provide additional funding to create and preserve affordable housing;
- ▶ Require cities to zone more appropriately for their share regional housing needs and in certain circumstances require by-right development on identified sites; and
- ▶ Require greater documentation of suitability when non-vacant sites are used to meet housing needs, particularly for lower income housing.³

Among the City’s initial steps to meet new state requirements are adoption of the 2035 General Plan (2016) and significant changes to its zoning code to accelerate housing production, including affordable housing, to ensure the availability of adequate sites for housing for all income groups. The City has also improved infrastructure and public amenities, such as greater access to public transit, new and improved parks and open spaces, new pedestrian and bicycle facilities, and improved amenities for neighborhoods bordering the riverfront.

This Housing Element demonstrates how West Sacramento will meet new recommendations and requirements, while also continuing the momentum under the previous Housing Element and the 2035 General Plan. The Housing Element’s programs address:

- ▶ adequate sites at appropriate densities to provide for future housing needs

² Source: U.S. Department of Housing and Urban Development at <https://www.huduser.gov/portal/sites/default/files/pdf/AFFH-Fact-Sheet.pdf>

³ Source: California Department of Housing & Community Development <https://www.hcd.ca.gov/policy-research/housing-package/cahp-faq.shtml>

- ▶ inclusionary housing
- ▶ density bonuses for affordable housing
- ▶ funding to encourage infill, high-density, transit-oriented housing developments
- ▶ accessory dwelling units
- ▶ federal and state funding applied to meet local housing needs
- ▶ manufactured homes with permanent foundations on individual lots and subdivisions and in manufactured home parks in all residential zoning districts
- ▶ homebuyer assistance for low- and moderate-income households
- ▶ regulatory and financial incentives to develop, acquire, rehabilitate, and/or manage housing affordable to extremely low-, very low, low-, or moderate-income households
- ▶ constraints to the development of housing, particularly affordable housing
- ▶ design standards to encourage denser development
- ▶ housing rehabilitation assistance to very low- and low-income homeowners
- ▶ mitigating the loss of very low- and low-income housing units
- ▶ maintaining and upgrading manufactured homes located in manufactured home parks
- ▶ mobile home park strategies
- ▶ community resilience and sustainability
- ▶ promoting mixed-use residential/commercial development
- ▶ on- and off- site infrastructure subsidies for affordable housing projects
- ▶ priority for water and sewer service for affordable housing
- ▶ participation in the Yolo County Homeless Coordination Project
- ▶ cooperation on subsidized rental assistance program
- ▶ housing opportunities for all persons regardless of race, religion, sex, marital status, ancestry, national origin, color, disability, familial status, source of income, or sexual orientation
- ▶ transitional and supportive housing by right
- ▶ accessibility in their project designs over and above State requirements for individuals with physical, mobility, and sensory impairments.

- ▶ accessibility considerations in the City’s capital improvement plan and the allocation of funding
- ▶ housing rehabilitation programs that benefit mobility and visually impaired occupants
- ▶ special housing needs for seniors, large and multigenerational families, female-headed households, single-parent households with children, persons with disabilities and developmental disabilities, homeless individuals and families, farmworker families, and other disadvantaged persons or families with special housing needs
- ▶ measures to ensure against displacement
- ▶ permit processing procedures for farmworker housing do not conflict with Health and Safety Code Sections and 17021.5 and 17021.6

The Housing Element Update does not propose new development that would result in physical changes to the environment. No new housing sites are proposed as a part of this Housing Element Update beyond those already designated in the City General Plan and evaluated for potential environmental impacts in the City General Plan Environmental Impact Report (EIR). No changes to existing zoning are proposed, and the location of development will continue to be guided by the City General Plan land use map and zoning code.

2.4 REQUIRED APPROVALS

Implementation of the Housing Element Update would require the following discretionary actions by the City of West Sacramento City Council:

- ▶ Certification of the Initial Study and
- ▶ Adoption of the Housing Element for the City of West Sacramento through the General Plan Amendment process.

In addition to adoption by the City of West Sacramento City Council, the Housing Element Update will be submitted for review by the California Department of Housing and Community Development.

3 ENVIRONMENTAL CHECKLIST

3.1 AESTHETICS

ENVIRONMENTAL ISSUES	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
I. Aesthetics. Except as provided in Public Resources Code Section 21099, would the project:				
a) Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

3.1.1 ENVIRONMENTAL SETTING

West Sacramento is composed mostly of suburban and rural development and agricultural open space with some light commercial and industrial development, educational facilities, and riparian corridors. Older, medium-density development is centered on the Interstate 80 and Jefferson Boulevard transportation hub, north of the Deep Water Ship Channel; older, low-density rural development is south of the Deep Water Ship Channel; and newer development built within the last decade includes larger tract developments mostly south of the Deep Water Ship Channel and smaller infill development north of the Deep Water Ship Channel.

3.1.2 DISCUSSION

a) through d)

The project includes revisions to housing policy and programs, and does not propose new development that would result in physical changes affecting scenic vistas, visual character, and light and glare. There are no federal, State, or locally-designated scenic roadways within the West Sacramento city limits. Please refer to the Project Description, which summarizes the types of policy and program changes contemplated in this update.

No new housing sites are proposed as a part of this Housing Element Update beyond those already designated in the City General Plan and evaluated for potential environmental impacts in the City General Plan EIR. No changes to existing zoning are proposed, and the location of development will continue to be guided by the City General Plan land use map and zoning code. Future housing projects will continue to be reviewed through the

City's entitlement process and California Environmental Quality Act (CEQA) to ensure that existing views and aesthetic conditions are preserved to the extent possible, and that future housing projects are consistent with all relevant City General Plan goals and policies. Future development will also be considered based on the revised 2019 Appendix G checklist question c) that considers the degradation of existing visual character or quality of public views of the site and its surroundings. Therefore, the proposed project would have **no impact** related to aesthetics.

3.2 AGRICULTURE & FORESTRY RESOURCES

ENVIRONMENTAL ISSUES	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
II. Agriculture and Forestry Resources.				
<p>In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997, as updated) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board.</p>				
Would the project:				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with existing zoning for agricultural use or a Williamson Act contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Result in the loss of forest land or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Involve other changes in the existing environment, which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

3.2.1 ENVIRONMENTAL SETTING

Active agricultural uses within West Sacramento are located predominantly in the southern portion of the Planning Area. Principal crops include wheat, alfalfa, miscellaneous vegetables, and fruits. There is no forest land in the city or adjoining it.

Agricultural land within the West Sacramento includes both Prime Farmland, Farmland of Statewide Importance, Unique Farmland, and Farmland of Local Importance. Lands designated as Prime Farmland and Unique Farmland correspond to lands zoned for agricultural uses. There are no Williamson Act contract lands within the city.

3.2.2 DISCUSSION

a) through e)

The project includes revisions to housing policy and programs, and does not propose new development that would convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance; conflict with existing zoning for agricultural use; or involve other changes in the environment that could cause the conversion of agricultural land to non-agricultural uses. There are no Williamson Act contract lands within the City. There is no forest land in the city or adjoining it or lands zoned as forestland, timberland, or a Timberland Production Zone. Please refer to the Project Description, which summarizes the types of policy and program changes contemplated in this update.

No new housing sites are proposed as a part of this Housing Element Update beyond those already designated in the City General Plan and evaluated for potential environmental impacts in the City General Plan EIR. No changes to existing zoning are proposed, and the location of development will continue to be guided by the City General Plan land use map and zoning code. Future housing projects will continue to be reviewed through the City's entitlement process and CEQA to ensure consistency with all relevant City General Plan goals and policies. Therefore, the proposed project would have **no impact** related to agricultural resources.

3.3 AIR QUALITY

ENVIRONMENTAL ISSUES	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
III. Air Quality.				
Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied on to make the following determinations.				
Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

3.3.1 ENVIRONMENTAL SETTING

West Sacramento is within the Sacramento Valley Air Basin, in which air quality does not meet some State and federal health standards—specifically State standards for ozone and particulate matter and federal standards for ozone. West Sacramento is under the jurisdiction of the Yolo-Solano Air Quality Management District (YSAQMD), which monitors and regulates air quality in the planning area and regulates air pollution emissions of commercial and industrial operations.

The YSAQMD is part of the Sacramento Regional 2008 National Ambient Air Quality Standards 8-Hour Ozone Attainment and Reasonable Further Progress Plan. The 8-Hour Ozone Plan is intended to encourage infill development and growth patterns that promote alternatives to the automobile.

3.3.2 DISCUSSION

a) through d)

The project includes revisions to housing policy and programs, and does not propose new development that would result in physical changes that could conflict with an applicable air quality plan, increase criteria air pollutants, expose sensitive receptors to substantial pollutant concentrations, or result in other emissions adversely affecting a substantial number of people. Please refer to the Project Description, which summarizes the types of policy and program changes contemplated in this update.

No new housing sites are proposed as a part of this Housing Element Update beyond those already designated in the City General Plan and evaluated for potential environmental impacts in the City General Plan EIR. No

changes to existing zoning are proposed, and the location of development will continue to be guided by the City General Plan land use map and zoning code. Future housing projects will continue to be reviewed through the City's entitlement process and CEQA to ensure consistency with local, State, and federal air quality standards and that future housing projects are consistent with all relevant City General Plan goals and policies, including those that would avoid locating housing near sources of substantial pollutant concentrations. Therefore, the proposed project would have **no impact** related to air quality.

3.4 BIOLOGICAL RESOURCES

ENVIRONMENTAL ISSUES	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
IV. Biological Resources. Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or the U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations or by the California Department of Fish and Game or the U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

3.4.1 ENVIRONMENTAL SETTING

There are 24 special-status plant species, 13 special-status wildlife species, and nine special-status fish species that occur in or near the Planning Area. Sensitive natural communities in the City consist of Valley oak woodland and foothill riparian habitat as well as State- and federally protected wetlands and other waters.

The Yolo Habitat Conservation Plan/Natural Community Conservation Plan (HCP/NCCP) coverage area encompasses the whole of Yolo County. The Yolo HCP/NCCP provides a framework to improve conservation of natural resources, including endangered species habitat, while streamlining the permitting process for planned development, infrastructure, and maintenance activities by replacing the individual project system of permitting and mitigation with a countywide mitigation and conservation program that comprehensively coordinates the implementation of permit requirements.

3.4.2 DISCUSSION

a) through f)

The project includes revisions to housing policy and programs, and does not propose new development that would result in physical changes affecting biological resources. Please refer to the Project Description, which summarizes the types of policy and program changes contemplated in this update.

No new housing sites are proposed as a part of this Housing Element Update beyond those already designated in the City General Plan and evaluated for potential environmental impacts in the City General Plan EIR. No changes to existing zoning are proposed, and the location of development will continue to be guided by the City General Plan land use map and zoning code. Future housing projects will continue to be reviewed through the City's entitlement process and CEQA to ensure compliance with federal and State regulations and local policies and ordinances related to biological resources; ensure consistency with the Yolo HCP/NCCP, as appropriate; and ensure consistency with all relevant City General Plan goals and policies. Therefore, the proposed project would have **no impact** related to biological resources.

3.5 CULTURAL RESOURCES

ENVIRONMENTAL ISSUES	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
V. Cultural Resources. Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Disturb any human remains, including those interred outside of formal cemeteries?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

3.5.1 ENVIRONMENTAL SETTING

Although the Sacramento Valley may have been inhabited by humans as early as 10,000 years ago, the evidence for early human occupation is likely buried by deep alluvial sediments that accumulated rapidly during the late Holocene Epoch. Later periods of prehistory are better understood because of their more abundant representation in the archaeological record. Three general patterns of cultural manifestations have been identified for the period between 4500 and 100 B.P.: the Windmill, Berkeley, and Augustine Patterns.

The Sacramento River played an important role in the development of Yolo County prior to and during Euroamerican occupation of the region. The river was a convenient landmark for the early explorations that also facilitated reconnaissance of the Sacramento Valley. River traffic through the West Sacramento area became more frequent between 1839 and 1848 with the establishment of John Sutter’s fort at his New Helvetia Rancho, as well other settlements upriver. The 1848 gold discovery at Coloma, however, was responsible for the vast increase in Sacramento River traffic through the 1850s.

Present-day West Sacramento experienced little growth until the early 1900s, when levee construction along the Sacramento River encouraged settlement and development of the area. Following World War I, West Sacramento remained an unincorporated area populated primarily by small farms and a handful of industries. By the 1920s, the main east-west transcontinental highway (U.S. Highway 40, now West Capitol Avenue) extended through West Sacramento; within a few years several hotels and motels were constructed along its route through town. During World War II, factories and other industries began to prosper along the west bank of the Sacramento River. Following the war, the region—like much of the state—experienced a housing boom that would last for several decades. In 1987, after numerous attempts, the City of West Sacramento was officially incorporated. The new city included the former communities of Broderick, Bryte, and surrounding urban and rural areas on the west side of the Sacramento River into Southport.

At least 194 cultural resources studies of varying sizes have been conducted within the West Sacramento city limits. Recorded resources within West Sacramento comprise 71 historic era resources and 10 prehistoric resources (City of West Sacramento 2016).

3.5.2 DISCUSSION

a) through c)

The project includes revisions to housing policy and programs, and does not propose new development that would result in physical changes that could affect a historical resource or an archaeological resource or disturb human remains. Please refer to the Project Description, which summarizes the types of policy and program changes contemplated in this update.

No new housing sites are proposed as a part of this Housing Element Update beyond those already designated in the City General Plan and evaluated for potential environmental impacts in the City General Plan EIR. No changes to existing zoning are proposed, and the location of development will continue to be guided by the City General Plan land use map and zoning code. Future housing projects will continue to be reviewed through the City's entitlement process and CEQA ensure consistency with federal and State policies and consistency with all relevant City General Plan goals and policies related to the protection and preservation of cultural resources. Therefore, the proposed project would have **no impact** related to cultural resources.

3.5.3 REFERENCES

City of West Sacramento. 2016 (August). *City of West Sacramento General Plan Update Draft Environmental Impact Report*. Available: <https://www.cityofwestsacramento.org/government/departments/community-development/planning-division/general-plan-2035>. Accessed September 22, 2020.

3.6 ENERGY

ENVIRONMENTAL ISSUES	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
VI. Energy. Would the project:				
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

3.6.1 ENVIRONMENTAL SETTING

Transportation is, by far, the largest energy consuming sector in California, accounting for more than approximately 40 percent of all energy use in the state (U.S. Energy Information Administration 2020). While gasoline and diesel fuel remain the primary fuels used for transportation in California, the types of transportation fuel have diversified. Various statewide regulations and plans (e.g., Low Carbon Fuel Standard, Assembly Bill [AB] 32 Scoping Plan) encourage the use of a variety of alternatives to reduce demand for petroleum-based fuel. Depending on the vehicle capability, conventional gasoline and diesel are increasingly being replaced by alternative transportation fuels including biodiesel, electricity, ethanol, hydrogen, natural gas, and other synthetic fuels.

Electrical and natural gas service is provided to the City by Pacific Gas & Electric Company (PG&E). In 2018, PG&E delivered approximately 80,368 gigawatt-hours of electricity and approximately 44,794 million therms of natural gas throughout its service area (California Energy Commission 2020a, 2020b). Of these totals, approximately 1,718 gigawatt-hours of electricity and approximately 60 million therms of natural gas were consumed in Yolo County (California Energy Commission 2020c, 2020c).

3.6.2 DISCUSSION

a) and b)

The project includes revisions to housing policy and programs, including policies related to energy efficiency, and does not propose new development that could result in potentially significant environmental impacts due to wasteful, inefficient, or unnecessary consumption of energy resources. There is no local or state plan related to renewable energy that relates to the project. Please refer to the Project Description, which summarizes the types of policy and program changes contemplated in this update.

No new housing sites are proposed as a part of this Housing Element Update beyond those already designated in the City General Plan and evaluated for potential environmental impacts in the City General Plan EIR. No changes to existing zoning are proposed, and the location of development will continue to be guided by the City General Plan land use map and zoning code. Although the City General Plan EIR did not consider impacts to energy in a separate resource topic, the environmental analysis provided in other resources topics (i.e., air quality, greenhouse gases, and transportation) of the City General Plan EIR would apply to the use of energy supplies and

energy efficiency, as well as all of the potential adverse physical environmental effects related to the use of energy.

The City General Plan policies provided throughout the City General Plan, such as those identified to reduce greenhouse gas emissions, and the City’s Climate Action Plan programs that address energy demand and energy efficiency standards, would be applicable to this resource topic and impacts associated with energy consumption. The 2013–2021 Housing Element identifies policies and programs that address energy efficiency. The Housing Element Update will continue to require implementation of those policies and programs. Future housing projects will continue to be reviewed through the City’s entitlement process and CEQA to ensure compliance with applicable State regulations, such as Title 24 of the California Code of Regulations, related to energy efficiency and to ensure compliance with all relevant City General Plan goals and polices, including those included in the Housing Element Update. Future development will consider specific impacts related to energy consumption based on the revised 2019 Appendix G checklist. Therefore, the proposed project would have **no impact** related to energy.

3.6.3 REFERENCES

California Energy Commission. 2020a. *Energy Reports: Electricity Consumption by Entity*. Available at: <http://www.ecdms.energy.ca.gov/gasbycounty.aspx>. Accessed September 16, 2020.

———. 2020b. *Energy Reports: Gas Consumption by Entity*. Available at: <http://www.ecdms.energy.ca.gov/elecbyutil.aspx>. Accessed September 16, 2020.

———. 2020c. *Energy Reports: Electricity Consumption by County*. Available at: <http://www.ecdms.energy.ca.gov/elecbycounty.aspx>. Accessed September 16, 2020.

———. 2020d. *Energy Reports: Gas Consumption by County*. Available at: <http://www.ecdms.energy.ca.gov/gasbycounty.aspx>. Accessed September 16, 2020.

U.S. Energy Information Administration (EIA). 2020. *California State Profile and Energy Estimates*. Available at: <https://www.eia.gov/state/?sid=CA#tabs-2>. Accessed September 16, 2020.

3.7 GEOLOGY AND SOILS

ENVIRONMENTAL ISSUES	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
VII. Geology and Soils. Would the project:				
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? (Refer to California Geological Survey Special Publication 42.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ii) Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iii) Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iv) Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994, as updated), creating substantial direct or indirect risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

3.7.1 ENVIRONMENTAL SETTING

The City is not zoned under the Alquist-Priolo Earthquake Fault Zone Act and there are no other known faults in the City. The nearest active faults are located approximately 30 miles to the west in the San Francisco Bay area. Probabilistic seismic hazard modeling for the City indicates the probability of strong seismic ground shaking is low.

The City is located on very gentle valley floor topography. Consequently, the potential for slope failure, including seismically induced landsliding, is low. The potential for liquefaction in the City area is uncertain, but a

conservative assessment of the general conditions (i.e., groundwater levels, sediments, and shaking potential) indicates that there is some potential for liquefaction. In addition, expansive soils occur in the City.

Most of the Planning Area is immediately underlain by Holocene dune sands, which are likely too young to contain fossils, and given the young age of these deposits and the degree to which they have been disturbed by cultivation and construction, fossils are not likely to occur in the Holocene deposits. In addition, there are no records of paleontological resources found in Holocene deposits in Yolo County.

3.7.2 DISCUSSION

a) through f)

The project includes revisions to housing policy and programs, and does not propose new development that would result in physical changes that directly or indirectly expose persons or structures to hazards associated with strong seismic ground shaking that results in landslides or liquefaction, unstable soils, or expansive soils nor does it propose new development that could cause soil erosion or destroy a unique paleontological resource or site or unique geologic feature. There are no active faults zoned under the Alquist-Priolo Earthquake Fault Zone Act or other known faults in the City. Please refer to the Project Description, which summarizes the types of policy and program changes contemplated in this update.

No new housing sites are proposed as a part of this Housing Element Update beyond those already designated in the City General Plan and evaluated for potential environmental impacts in the City General Plan EIR. No changes to existing zoning are proposed, and the location of development will continue to be guided by the City General Plan land use map and zoning code. Future housing projects will be subject to site-specific geotechnical studies as determined by the City and required by City General Plan policies. Future housing projects will continue to be reviewed through the City's entitlement process and CEQA to ensure compliance with State and local building codes and seismic safety design standards, such as California Building Code, and to ensure consistency with all relevant City General Plan goals and policies related to seismic, soils, and geologic hazards. Therefore, the proposed project would have **no impact** related to geology and soils.

3.8 GREENHOUSE GAS EMISSIONS

ENVIRONMENTAL ISSUES	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
VIII.Greenhouse Gas Emissions. Would the project:				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

3.8.1 ENVIRONMENTAL SETTING

The City General Plan EIR examined greenhouse gas (GHG) emissions impacts, both with respect to a “near-term” development scenario through 2020, an analysis for 2035, and also for long-term buildout of the City General Plan in 2050. The City is in the process of preparing a climate action plan, with the intent to reduce GHG emissions, which is referenced in the City General Plan EIR.

As with the state as a whole and most cities, the transportation sector represents the largest source of community GHG emissions (48 percent), followed by building energy consumption (36 percent). Other sources of energy consumption include electricity, natural gas, and fossil fuels (e.g., gasoline, diesel fuel). Other sources of direct GHG emissions include mobile vehicle trips, natural gas combustion, and landscaping activities. Indirect GHG emissions would be generated by electricity generation and consumption, waste and wastewater generation, and water use.

3.8.2 DISCUSSION

a) and b)

The project includes revisions to housing policy and programs, and does not propose new development that would result in physical changes that directly or indirectly generate GHGs. Please refer to the Project Description, which summarizes the types of policy and program changes contemplated in this update.

No new housing sites are proposed as a part of this Housing Element Update beyond those already designated in the City General Plan and evaluated for potential environmental impacts in the City General Plan EIR. No changes to existing zoning are proposed, and the location of development will continue to be guided by the City General Plan land use map and zoning code. Future housing projects will continue to be reviewed through the City’s entitlement process and CEQA to ensure that future housing projects comply with relevant State and local regulations related to GHG emissions and are consistent with all relevant City General Plan goals and policies. Therefore, the proposed project would have **no impact** related to GHG emissions.

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3.9 HAZARDS AND HAZARDOUS MATERIALS

ENVIRONMENTAL ISSUES	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
IX. Hazards and Hazardous Materials. Would the project:				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and/or accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildland fires?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

3.9.1 ENVIRONMENTAL SETTING

West Sacramento has a substantial number of industries and activities that transport, store, or use toxic or hazardous chemicals, posing significant potential safety hazards. There are 32 open cleanup sites listed in the State Water Resources Control Board’s Geo Tracker web site. There is one active site listed in the California Department of Toxic Substances Control’s Envirostor database. Types of listed sites include leaking underground storage tanks, dry cleaning facilities, and landfills. The former Capitol Plating facility is listed on the California Department of Toxic Substances Control’s Cortese List for soil and groundwater contamination beneath the facility lot and adjacent lots.

West Sacramento is within the flight path of several airports. The closest public airport is the Sacramento Executive Airport, approximately 1.6 miles east of the southern portion of the City. Mather Airport is located approximately 15 miles east of the City; the Sacramento International Airport is approximately 5 miles north of

the City; and McClellan Airfield, formerly an Air Force base, is approximately 10 miles northeast of the City. Military planes also fly over the area from Travis Air Force Base (approximately 30 miles southwest).

Areas adjacent to dense brush along the Sacramento River, properties overgrown with weeds, heavily vegetated areas, and agricultural areas such as the grain fields located in the southern portion of the city are considered part of the urban/wildland interface. Continued development of these areas increases the number of people living near the urban/wildland interface.

Hazardous emissions and accidental release or combustion of hazardous materials near existing schools could result in health risks or other dangers to students. The Washington Unified School District serves students within the City. The district operates seven elementary schools (six K–8 schools and one transitional K–5 school), one comprehensive high school (grades 9-12), one continuation high school, and four charter schools. At least one additional elementary school and one Catholic K-8 school are planned for the future to accommodate growth.

3.9.2 DISCUSSION

a) through g)

The project includes revisions to housing policy and programs, and does not propose new development that would result in physical changes that could create a hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials; result in the accidental release of hazardous materials; interfere with an emergency response plan; or cause wildland fires. The City is not within an airport safety zone (City of West Sacramento 2016). Please refer to the Project Description, which summarizes the types of policy and program changes contemplated in this update.

No new housing sites are proposed as a part of this Housing Element Update beyond those already designated in the City General Plan and evaluated for potential environmental impacts in the City General Plan EIR. No changes to existing zoning are proposed, and the location of development will continue to be guided by the City General Plan land use map and zoning code. Construction of new development is required by law to implement and comply with existing federal, State, and local hazardous material regulations to ensure public safety. Future housing projects will continue to be reviewed through the City’s entitlement process and CEQA to ensure that future housing projects are consistent with all relevant City General Plan goals and policies related to routine transport, uses, or disposal of hazardous materials; emergency response; and wildland fires. Therefore, the proposed project would have **no impact** related to hazards and hazardous materials.

3.9.3 REFERENCES

City of West Sacramento. 2016 (August). *City of West Sacramento General Plan Update Draft Environmental Impact Report*. Available: <https://www.cityofwestsacramento.org/government/departments/community-development/planning-division/general-plan-2035>. Accessed September 22, 2020.

3.10 HYDROLOGY AND WATER QUALITY

ENVIRONMENTAL ISSUES	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
X. Hydrology and Water Quality. Would the project:				
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:				
i) Result in substantial erosion or siltation on- or off-site;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ii) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite; or	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iii) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iv) Impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

3.10.1 ENVIRONMENTAL SETTING

West Sacramento is within the Sacramento Valley Groundwater Basin, Yolo Sub-basin, and is under the jurisdiction of the Central Valley Regional Water Quality Control Board. The Sacramento River flows along the east and northeast boundaries of the city and is the largest river in California. The river’s watershed is approximately 26,000 square miles and includes major tributaries such as the Feather River and the American River. The water quality of the Sacramento River is generally good to excellent and has relatively low biochemical oxygen demand, medium to high dissolved oxygen, and low mineral and nutrient content.

The City maintains two groundwater wells. These wells are currently on standby status and is available for emergencies. However, surface water from the Sacramento River is used to meet water demands within West Sacramento.

Most storm runoff in West Sacramento is conveyed by gravity flow to the larger earthen channels or pipelines. The City or a reclamation district also operates twelve pumping stations that discharge to the Sacramento River, a Reclamation District 900 drainage canal, and the Sacramento Deep Water Ship Channel.

Given its proximity to the Sacramento River, West Sacramento is located in the river's floodplain. The city is surrounded on all sides by levees that are maintained by the State and local reclamation districts. Flood control channels and other features in the West Sacramento area are part of a much larger flood control system known as the Sacramento River Flood Control Project. The Sacramento River Flood Control Project in the Sacramento Valley consists of a series of levees and bypasses placed to protect urban and agricultural areas and take advantage of several natural overflow basins.

3.10.2 DISCUSSION

a) through e)

The project includes revisions to housing policy and programs, and does not propose new development that would result in physical changes affecting surface or groundwater water quality, groundwater recharge, or drainage patterns or physical changes that could result in the release pollutants due to a flood hazard. There is no potential for a tsunami in the City and the City is not within a seiche zone. Please refer to the Project Description, which summarizes the types of policy and program changes contemplated in this update.

No new housing sites are proposed as a part of this Housing Element Update beyond those already designated in the City General Plan and evaluated for potential environmental impacts in the City General Plan EIR. No changes to existing zoning are proposed, and the location of development will continue to be guided by the City General Plan land use map and zoning code. All future housing development will be subject to site-specific studies as determined by the City and comply with the National Pollutant Discharge Elimination System requirements and other water quality requirements (i.e., Construction General Permit, Small MS4 Permit, and the General Dewatering Permit) as required by the Central Valley Regional Water Quality Control Board. Future housing projects will continue to be reviewed through the City's entitlement process and CEQA to ensure that future housing projects are consistent with all relevant City General Plan goals and policies related to surface water and groundwater quality, groundwater supplies and recharge, and erosion control. Therefore, the proposed project would have **no impact** related to hydrology or water quality.

3.11 LAND USE AND PLANNING

ENVIRONMENTAL ISSUES	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
XI. Land Use and Planning. Would the project:				
a) Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

3.11.1 ENVIRONMENTAL SETTING

West Sacramento is in eastern Yolo County near the southern end of the Sacramento Valley. It is directly across the Sacramento River from the city of Sacramento. It is bound by the Sacramento River on the east and the Yolo Bypass on the west. Interstate 80 crosses the northwestern part of the city and Business 80/Capital City Freeway bisects the city east–west through the center of town.

Existing land uses in the city range from small single-family residences to industrial complexes and the Port of West Sacramento. Existing and developing residential neighborhoods, such as the Bridge District, and the established neighborhoods of Broderick and Bryte are located north of Sacramento Avenue and along Park Boulevard north of the Sacramento Deepwater Ship Channel. Farther south, the Southport area contains residential areas and associated commercial uses. Portions of Southport remain rural-residential in character, and its southern area is still largely undeveloped.

3.11.2 DISCUSSION

a) through b)

The project includes revisions to housing policy and programs, and does not propose new development that would physical divide an established community or conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect. Please refer to the Project Description, which summarizes the types of policy and program changes contemplated in this update.

No new housing sites are proposed as a part of this Housing Element Update beyond those already designated in the City General Plan and evaluated for potential environmental impacts in the City General Plan EIR. No changes to existing zoning are proposed, and the location of development will continue to be guided by the City General Plan land use map and zoning code. The Housing Element Update would be consistent with the existing General Plan as required by State law. Future housing projects will continue to be reviewed through the City’s entitlement process and CEQA to ensure consistency with local, State, and federal regulations and all General Plan goals and policies intended to avoid dividing established communities, ensure new development remains interconnected with established communities, and ensure new development does not conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect. Therefore, the proposed project would have **no impact** related to land use and planning.

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3.12 MINERAL RESOURCES

ENVIRONMENTAL ISSUES	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
XII.Mineral Resources. Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

3.12.1 ENVIRONMENTAL SETTING

There are no mines or areas designated by California Geological Survey as containing significant mineral deposits (i.e., mineral resource zone [MRZ]-2) are present in the City (City of West Sacramento 2016).

3.12.2 DISCUSSION

a) through b)

Because no mines or areas designated by California Geological Survey as containing significant mineral deposits (i.e., MRZ-2) are present in the City, there would be no impact related to loss of availability of known state-designated mineral resources. In addition, the City did not designate any locally important mineral resource recovery sites in the General Plan. Therefore, the project would have **no impact** related to mineral resources.

3.12.3 REFERENCES

City of West Sacramento. 2016 (August). *City of West Sacramento General Plan Update Draft Environmental Impact Report*. Available: <https://www.cityofwestsacramento.org/government/departments/community-development/planning-division/general-plan-2035>. Accessed September 22, 2020.

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3.13 NOISE

ENVIRONMENTAL ISSUES	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
XIII. Noise. Would the project result in:				
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Generation of excessive groundborne vibration or groundborne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

3.13.1 ENVIRONMENTAL SETTING

The primary noise source in the study area is vehicle traffic. Ambient noise levels in the study area are influenced by traffic on major roads such as Interstate 80 eastbound and westbound, U.S. Highway 50 eastbound and westbound, West Capitol Avenue, Jefferson Boulevard, Harbor Boulevard, Industrial Boulevard, and Enterprise Boulevard.

There are a large number of truck terminals in West Sacramento. Some truck terminals are adjacent to residential land uses, particularly in the residential area west of Jefferson Boulevard and east of the Port. Noise conflicts have been reported in these areas where trucking activities may take place on a 24-hour basis with peak truck movements occurring in early morning and evening hours.

There are no airports in the City. Sacramento International Airport is approximately 5 miles northwest of the city. According to the Sacramento International Airport Land Use Compatibility Plan, West Sacramento is within the airport influence area but not within the 60 community noise equivalent level (CNEL) contour for this airport. Sacramento Executive Airport is approximately 1.5 miles from the city, and the city is approximately 1.5 miles outside the 65 CNEL contour (which does not extend beyond the airport footprint) for this airport.

In addition to transportation and industrial noise sources, ambient noise levels in east-central West Sacramento are affected by baseball games and other large events that take place at Raley Field.

3.13.2 DISCUSSION

a) through c)

The project includes revisions to housing policy and programs, and does not propose new development that would result in physical changes that generate temporary or permanent increase in ambient noise levels or excessive groundborne vibration. The City is outside of the airport noise contours for the Sacramento International Airport and Sacramento Executive Airport, and there are no private airfields within 2 miles of the City. Please refer to the Project Description, which summarizes the types of policy and program changes contemplated in this update.

No new housing sites are proposed as a part of this Housing Element Update beyond those already designated in the City General Plan and evaluated for potential environmental impacts in the City General Plan EIR. No changes to existing zoning are proposed, and the location of development will continue to be guided by the City General Plan land use map and zoning code. Future housing projects will continue to be reviewed through the City's entitlement process and CEQA to ensure that residents are not exposed to unacceptable noise and vibration levels, and that the projects are consistent with all General Plan goals and policies, and the noise regulations in the City's Municipal Code. Therefore, the proposed project would have **no impact** related to noise.

3.14 POPULATION AND HOUSING

ENVIRONMENTAL ISSUES	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
XIV. Population and Housing. Would the project:				
a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

3.14.1 ENVIRONMENTAL SETTING

West Sacramento’s population increased by 54 percent between 2000 and 2010; however, between 2010 and 2015, this trend slowed to 5.2 percent citywide. According to the California Department of Finance, the population of West Sacramento was 54,228 as of January 1, 2020 (California Department of Finance 2020). The 2013-2021 Housing Element estimates the population of West Sacramento will reach 81,480 by 2035, an increase of approximately 27,252 residents, or a 33 percent increase from the current 2020 population.

As of January 1, 2020, the total number of housing units in West Sacramento was 20,241 (California Department of Finance 2020). The 2013-2021 Housing Element identifies sites that could accommodate an additional 13,082 housing units in the City at a range of densities, from very low-density rural homes to high-density infill development by 2035.

3.14.2 DISCUSSION

a) and b)

The project includes revisions to housing policy and programs, and does not propose new development that could induce substantial unplanned population growth or displace existing people or housing units. Please refer to the Project Description, which summarizes the types of policy and program changes contemplated in this update.

No new housing sites are proposed as a part of this Housing Element Update beyond those already designated in the City General Plan and evaluated for potential environmental impacts in the City General Plan EIR. No changes to existing zoning are proposed, and the location of development will continue to be guided by the City General Plan land use map and zoning code. The City General Plan EIR considered the population and housing projections in the 2013–2021 Housing Element in its analysis of physical impacts associated with future development in the City. The Housing Element Update would not change the population or housing projections identified by the 2013–2021 Housing Element; therefore, the Housing Element Update would not induce unplanned population and housing growth that is not already contemplated in the City General Plan. Therefore, the proposed project would have **no impact** related to population and housing.

3.14.3 REFERENCES

California Department of Finance. 2020 (May). *E-5: Population and Housing Estimates for Cities, Counties, and the State, 2011-2020 with 2010 Census Benchmark*. Available:
<http://www.dof.ca.gov/Forecasting/Demographics/Estimates/e-5/>. Accessed September 15, 2020.

3.15 PUBLIC SERVICES

ENVIRONMENTAL ISSUES	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
XV. Public Services. Would the project:				
a) Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, or the need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services:				
Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

3.15.1 ENVIRONMENTAL SETTING

The West Sacramento Fire Department provides fire protection services within the City. Five fire stations are operated 24 hours a day, 7 days a week and the fire department responds to all structure fires and other major emergencies providing incident command and scene management.

The West Sacramento Police Department provides police protection services to the City, including patrolling city neighborhoods, responding to calls for service, and investigating crime and arresting offenders.

The City is served by the Washington Unified School District, which provides primary, secondary, and high school education services to residents. The district operates seven elementary schools (six K–8 schools and one transitional K–5 school), one comprehensive high school (grades 9-12), one continuation high school, and four charter schools. At least one additional elementary school is planned for the future to accommodate growth.

The West Sacramento Parks and Recreation Division provides community members with a wide variety of recreation opportunities: aquatics, children's programs, teen programs, youth sports, adult sports, Active Aging Programs, leisure interest classes, recreation programs for individuals with special needs, and special events.

The Yolo County Library offers library service to the City and provides access to books, informational technology, and other media.

3.15.2 DISCUSSION

a)

The project includes revisions to housing policy and programs, and does not propose new development that could result in new or physically altered public services facilities. Please refer to the Project Description, which summarizes the types of policy and program changes contemplated in this update.

No new housing sites are proposed as a part of this Housing Element Update beyond those already designated in the City General Plan and evaluated for potential environmental impacts in the City General Plan EIR. No changes to existing zoning are proposed, and the location of development will continue to be guided by the City General Plan land use map and zoning code. The City General Plan EIR considered the increased demand public services required to serve the population projected in the 2013-2021 Housing Element. The Housing Element Update would not change the population or housing projections identified by the 2013–2021 Housing Element; therefore, the Housing Element Update would not have any impacts on public services, such as fire, police, schools, parks, and other services, that are not already contemplated in the City General Plan (and addressed in the City’s existing General Plan EIR). Future housing projects will continue to be reviewed through the City’s entitlement process and CEQA to ensure that public services are provided consistent with all City General Plan goals and policies and that acceptable service ratios, response times, or other performance objectives are maintained. Therefore, the proposed project would have **no impact** related to public services.

3.16 RECREATION

ENVIRONMENTAL ISSUES	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
XVI. Recreation.				
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

3.16.1 ENVIRONMENTAL SETTING

The City categorizes parks and recreational facilities as neighborhood parks, mini parks, community parks, central parks, or regional parks. Neighborhood parks are oriented toward the recreational needs of families and may include sports facilities and picnic areas. Community parks are intended to provide recreational opportunities to the entire community. They may include natural areas that can be used for passive recreation, such as nature trails for walking, viewing, and picnicking. Community park facilities can also support active recreation at playfields, skate centers, bicycle and pedestrian trails, and other specialized features. Mini parks generally provide limited sitting and play areas, and provide smaller neighborhoods with passive recreation activities. The City strives to provide a minimum of 2 acres of neighborhood parks and 3 acres of community parks per 1,000 residents.

3.16.2 DISCUSSION

a) and b)

The project includes revisions to housing policy and programs, and does not propose new development that could result in the increased use of exiting neighborhood and regional parks and does not propose the construction or expansion of recreational facilities. Please refer to the Project Description, which summarizes the types of policy and program changes contemplated in this update.

No new housing sites are proposed as a part of this Housing Element Update beyond those already designated in the City General Plan and evaluated for potential environmental impacts in the City General Plan EIR. No changes to existing zoning are proposed, and the location of development will continue to be guided by the City General Plan land use map and zoning code. The City General Plan EIR considered the increased demand public services required to serve the population projected in the 2013-2021 Housing Element. The Housing Element Update would not change the population or housing projections identified by the 2013-2021 Housing Element; therefore, the Housing Element Update would not have any impacts on parks and recreational facilities that are not already contemplated in the City General Plan. Future housing projects will continue to be reviewed through the City’s entitlement process and CEQA to ensure consistency with all City General Plan goals and policies and

ensure that the City's parkland ratio is maintained. Therefore, the proposed project would have **no impact** related to recreation.

3.17 TRANSPORTATION

ENVIRONMENTAL ISSUES	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
XVII. Transportation. Would the project:				
a) Conflict with a program plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

3.17.1 ENVIRONMENTAL SETTING

The City’s roadway network consists of a combination of arterial, collector, and local streets. Interstate 80 crosses the northwestern part of the City and U.S. Highway 50/Capital City Freeway bisects the city east– west through the center of town.

West Sacramento streets serve as the connection for bicycle traffic between the cities of Sacramento and Davis. West Capitol Avenue provides the direct connection from the bicycle path across the Yolo Causeway to the Tower Bridge.

West Sacramento is served by a combination of local and regional bus, rail, and air transportation, including Sacramento Regional Transit bus and light rail, Amtrak, and the Sacramento International Airport. The Yolo County Transportation District operates Yolobus and provides local and intercity bus service within the City of West Sacramento, Yolo County, and to downtown Sacramento and Sacramento International Airport.

Two major railroad lines cross West Sacramento, as well as a network of freight transport/switching tracks. The Union Pacific Railroad line traverses the northern part of the city from west to east and is the east–west transcontinental line from Oakland to Salt Lake City, Utah. The Sierra Northern Railroad line enters the northwest corner of the city and terminates just north of Locks Drive in Southport

3.17.2 DISCUSSION

a) through d)

The project includes revisions to housing policy and programs, and does not propose new development that would result in conflicts with policies related to transit, roadway, bicycle, and pedestrian facilities; hazardous design features; or inadequate emergency access. Please refer to the Project Description, which summarizes the types of policy and program changes contemplated in this update.

No new housing sites are proposed as a part of this Housing Element Update beyond those already designated in the City General Plan and evaluated for potential environmental impacts in the City General Plan EIR. No changes to existing zoning are proposed, and the location of development will continue to be guided by the City General Plan land use map and zoning code. Future housing projects will continue to be reviewed through the City’s entitlement process and CEQA to ensure that future housing projects are consistent with all relevant transportation-related City General Plan goals and policies, including the City’s policies related to managing vehicular travel demand (often measured in terms of vehicle miles traveled or “VMT”). Future development will also be considered based on the revised 2019 Appendix G checklist question b) that considers conflicts and inconsistencies with CEQA Guidelines Section 15064.3, subdivision (b).¹ Therefore, the proposed project would have **no impact** related to transportation.

¹ This section of the CEQA Guidelines suggests that vehicle miles traveled is the most appropriate measure of travel demand impacts. The Guidelines also clarify that a project’s effect on automobile delay shall not constitute a significant environmental impact.

3.18 TRIBAL CULTURAL RESOURCES

ENVIRONMENTAL ISSUES	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<p>XVIII. Tribal Cultural Resources. Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:</p>				
a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

3.18.1 ENVIRONMENTAL SETTING

The City is located at the interface of three Native American groups: the Patwin (or Wintun), the Nisenan, and the Plains Miwok. The banks of the Sacramento River and associated riparian and tule marshland habitats were inhabited by the River or Valley Patwin. The Plains Miwok and Nisenan (also called Southern Maidu), while primarily occupying territories east of the Sacramento River, used land west of the river as well (City of West Sacramento 2016).

In compliance with Assembly Bill 52 and Senate Bill 18, the City asked the Native American Heritage Commission (NAHC) for contact information of Native American Tribal representatives that may have an interest in the Housing Element Update, as well as a search of the Sacred Lands File. The result of the Sacred Lands File (SFL) check conducted through the NAHC was positive. In accordance with Public Resources Code, Section 21080.3.1(d), the City of West Sacramento provided formal notification of the City’s Housing Element Update and also invited each Native American Tribal representative to consult pursuant to California Government Code Section 65352.3 (i.e. Senate Bill 18 consultation). The City invited consultation from the Yocha Dehe Wintun Nation, the Cortina Rancheria – Kletsel Dehe Band of Wintun Indians, the Wilton Rancheria, and the United Auburn Indian Community of the Auburn Rancheria. The City has engaged in consultation based on a request from the Yocha Dehe Wintun Nation and will continue to invite input through the Housing Element update process until consultation is completed.

3.18.2 DISCUSSION

a) and b)

The project includes revisions to housing policy and programs, and does not propose new development that would result in physical changes that could affect tribal cultural resources. Please refer to the Project Description, which summarizes the types of policy and program changes contemplated in this update.

No new housing sites are proposed as a part of this Housing Element Update beyond those already designated in the City General Plan and evaluated for potential environmental impacts in the City General Plan EIR. Although the City General Plan EIR did not consider impacts to tribal cultural resources as a separate resource topic, the environmental analysis provided in the General Plan EIR's cultural resources section would apply to tribal cultural resources.

No changes to existing zoning are proposed, and the location of development will continue to be guided by the City General Plan land use map and zoning code. Future housing projects will continue to be reviewed through the City's entitlement process and CEQA ensure consistency with State regulations, such as Assembly Bill 52, and consistency with all relevant City General Plan goals and policies related to the protection and preservation of tribal cultural resources. Future development will consider specific impacts related to tribal cultural resources based on the revised 2019 Appendix G checklist. Therefore, the proposed project would have **no impact** related to tribal cultural resources.

3.19 UTILITIES AND SERVICE SYSTEMS

ENVIRONMENTAL ISSUES	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
XIX. Utilities and Service Systems. Would the project:				
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Result in a determination by the wastewater treatment provider that serves or may serve the project that it has adequate capacity to serve the project’s projected demand, in addition to the provider’s existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Comply with federal, State, and local management and reduction statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

3.19.1 ENVIRONMENTAL SETTING

The City’s water supply is provided by diversions from the Sacramento River in accordance with the City’s appropriative right with the State, as well as water available under contract with the U.S. Bureau of Reclamation. Most of the City is served by the North Delta Water Agency; however, the City has not relied on the North Delta Water Agency water as a base supply but instead as a backup supply during single and multiple-dry water years. The City maintains two groundwater wells as an emergency water supply. Water is treated at the George Kristoff Water Treatment Plant and the City’s distribution system consists of remote storage and pumping stations, booster pump stations, and transmission pipelines.

The West Sacramento’s wastewater system consists of eight sewer pump stations, five lift stations, and the underlying sewer pipes throughout the city. Wastewater is conveyed through a 120-inch-diameter gravity pipe to the South River Pump Station and then pumped under the Sacramento River in a force main to the Sacramento Regional Wastewater Treatment Plant north of Elk Grove for treatment and disposal.

The Yolo Central Landfill primary solid waste disposal facility for West Sacramento. The landfill is anticipated to have disposal capacity through 2045 at current disposal rates.

Electrical and natural gas service is provided to the City by PG&E. AT&T provides telecommunications services to the City.

3.19.2 DISCUSSION

a) through e)

The project includes revisions to housing policy and programs, and does not propose new development that could result in new or physically altered utilities and service systems. Please refer to the Project Description, which summarizes the types of policy and program changes contemplated in this update.

No new housing sites are proposed as a part of this Housing Element Update beyond those already designated in the City General Plan and evaluated for potential environmental impacts in the City General Plan EIR. No changes to existing zoning are proposed, and the location of development will continue to be guided by the City General Plan land use map and zoning code. The City General Plan EIR considered the increased demand for utilities and service systems required to serve the population projected in the 2013-2021 Housing Element. The Housing Element Update would not change the population or housing projections identified by the 2013-2021 Housing Element; therefore, the Housing Element Update would not have any impacts on utilities and service systems, such as expansion of utility infrastructure, water supply demand, wastewater treatment capacity, landfill capacity, that are not already contemplated in the City General Plan. Future housing projects will continue to be reviewed through the City's entitlement process and CEQA to ensure that utilities and service systems are provided consistent with all City General Plan goals and policies. Future development will also be considered based on the revised 2019 Appendix G checklist question a), which considers the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities; question b), which considers water supplies to meet the demands of the project and reasonably foreseeable future development during normal, dry and multiple dry years; and question d), which considers generation of solid waste in excess of State or local standards or that impairs the attainment of solid waste reduction goals. Therefore, the proposed project would have **no impact** related to utilities and service systems.

3.20 WILDFIRE

ENVIRONMENTAL ISSUES	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
XX. Wildfire. If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:				
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

3.20.1 ENVIRONMENTAL SETTING

West Sacramento is not located in a State Responsibility Area and is not classified as a very high or high fire hazard severity zone (California Department of Forestry and Fire Protection 2007, 2008).¹

3.20.2 DISCUSSION

a) through d)

Because West Sacramento is not located in a State Responsibility Area and is not classified as a very high or high fire hazard severity zone, there would be no related to impairment of an adopted emergency response plan or emergency evacuation plan nor would the proposed project exacerbate wildfire risks resulting in exposure to fire-related pollutants or expose people or structures to risks of flooding or landslides following a fire. Therefore, the project would have **no impact** related to wildfire.

3.20.3 REFERENCES

California Department of Forestry and Fire Protection. 2007 (November). Yolo County—Fire Hazard Severity Zones in SRA. Available: <https://osfm.fire.ca.gov/divisions/wildfire-planning-engineering/wildland-hazards-building-codes/fire-hazard-severity-zones-maps/>. Accessed September 14, 2020.

¹ CAL FIRE’s Online Fire Hazard Severity Zone viewer was accessed on September 14, 2020, to confirm the hazard severity zone rating for West Sacramento (<http://egis.fire.ca.gov/FHSZ/>).

———. 2008 (June). Yolo County—Very High Fire Hazard Severity Zones in LRA. Available: <https://osfm.fire.ca.gov/divisions/wildfire-planning-engineering/wildland-hazards-building-codes/fire-hazard-severity-zones-maps/>. Accessed September 14, 2020.

3.21 MANDATORY FINDINGS OF SIGNIFICANCE

ENVIRONMENTAL ISSUES	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
XXI. Mandatory Findings of Significance.				
a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Does the project have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Authority: Public Resources Code Sections 21083, 21083.5.

Reference: Government Code Sections 65088.4.

Public Resources Code Sections 21080(c), 21080.1, 21080.3, 21083, 21083.3, 21083.5, 21093, 21094, 21095, 21151; *Sundstrom v. County of Mendocino* (1988) 202 Cal.App.3d 296; *Leonoff v. Monterey Board of Supervisors* (1990) 222 Cal.App.3d 1337; *Eureka Citizens for Responsible Govt. v. City of Eureka* (2007) 147 Cal.App.4th 357; *Protect the Historic Amador Waterways v. Amador Water Agency* (2004) 116 Cal.App.4th at 1109; *San Franciscans Upholding the Downtown Plan v. City and County of San Francisco* (2002) 102 Cal.App.4th 656.

3.21.1 DISCUSSION

a) through c)

The project includes revisions to housing policy and programs, and does not propose new development that would result in physical changes to the environment. No new housing sites are proposed as a part of this Housing Element Update beyond those already designated in the City General Plan and evaluated for potential environmental impacts in the City General Plan EIR. No changes to existing zoning are proposed, and the location of development will continue to be guided by the City General Plan land use map and zoning code. As discussed throughout this initial study, no impacts associated with the proposed project would occur; therefore, the proposed project would not result in cumulatively considerable impacts.

Similarly, implementation of the updated Housing Element would not adversely affect biological resources or cultural resources, and the update would not have environmental effects that will cause substantial adverse effects

on human beings, either directly or indirectly. Please refer to the Project Description, which summarizes the types of policy and program changes contemplated in this update.

MEETING DATE: January 20, 2021

ITEM #26

SUBJECT:

CONSIDERATION OF RESOLUTION 21-5 FOR EXEMPTION TO THE 180-DAY WAIT PERIOD FOR HIRING A RETIREE AS A TEMPORARY EXTRA-HELP EMPLOYEE (GOVERNMENT CODE SECTIONS 7522.56 AND 21224)

INITIATED OR REQUESTED BY:

[] Council [X] Staff

[] Other

REPORT COORDINATED OR PREPARED BY:

Kaitlyn Montez, Sr. Human Resources Analyst
 Jon Robinson, Deputy City Manager/Chief Innovation Officer
City Manager's Office

ATTACHMENT [X] Yes [] No

[] Information

[] Direction

[X] Action

OBJECTIVE

The objective of this report is to provide the City Council with sufficient information to approve a Resolution to waive the 180-day period for hiring a retired annuitant.

RECOMMENDED ACTION

It is respectfully recommended that the City Council approve Resolution 21-5 for exemption to the 180-day wait period for hiring a retiree as a temporary extra-help employee.

BACKGROUND

The Public Employees' Pension Reform Act (PEPRA) made substantial changes to public employee pension laws in California. One of those changes requires retired annuitants to be separated from employment for at least 180 days before returning to work for an employer in the same retirement system from which they receive a pension. An exception can be made if the governing body adopts a Resolution to waive the separation period. The waiver allows the employer to hire a retired annuitant to perform work of limited duration, such as the elimination of backlogs, and limited term special projects, and work that is in excess of what regular staff can do.

The Development Engineering Division of the Community Development Department recently had a long tenured employee retire without any transitional overlap with their successor. Unacceptable delays to important development projects would occur if the successor were expected to come up to speed on workload and projects without direct involvement in the training by the retiree. A successor has been selected and is currently going through the pre-employment process with an anticipated start date in January 2021, and additional resources could be needed from time to time to supplement existing staff workload and to provide specialized training.

ANALYSIS

Staff recommends that Patricia Maisch be hired to work on a limited term basis as a retired annuitant extra help Engineering Assistant III. Ms. Maisch retired as an Engineering Assistant III in December 2020 with over 20 years of institutional knowledge and was an integral part of multiple Development Engineering permit review processes upon retirement. While she has diligently documented her work, it is not feasible to convey enough of Patricia's knowledge to her successor through a "desk manual" or similar document. Ms. Maisch will be available to assist with the transitional period and to train other staff. As a retired annuitant under CalPERS, Ms. Maisch will be limited to no more than 960 work hours per fiscal year. It is anticipated the extra help assignment last no longer than 12 months.

A Resolution must be submitted to CalPERS to be in compliance with State laws applicable to the hiring of a retired annuitant. CalPERS requires that this action be approved as part of the City Council's regular agenda, as opposed to the consent agenda.

Environmental Considerations

Not applicable.

Commission Recommendation

Not applicable.

Strategic Plan Integration

These recommendations support the City Council's Mission to provide Quality Municipal Services and a City government that is financially sound with a superior workforce.

Alternatives

The Council could decide to not approve the Resolution and direct staff to identify another solution to this staffing need. This alternative is not recommended because the recommended action provides a viable temporary alternative at a cost that can be absorbed within the department's existing budget. Other alternatives would likely be more expensive, less expedient and cause delays to important development projects.

Coordination and Review

Community Development staff have conferred with the Human Resources Division on this report.

Budget/Cost Impact

Any costs related to this item will be absorbed into the current Community Development Department budget.

ATTACHMENT(S)

1. Resolution 21-5
2. Notice of Appointment of a Retired Annuitant

RESOLUTION 21-5

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST SACRAMENTO FOR EXCEPTION TO THE 180-DAY WAIT PERIOD FOR HIRING A RETIREE AS A TEMPORARY EXTRA-HELP EMPLOYEE (GOVERNMENT CODE SECTIONS 7522.56 AND 21224)

WHEREAS, in compliance with Government Code Section 7522.56 the City of West Sacramento must provide CalPERS this certification resolution when hiring a retiree before 180 days has passed since his or her retirement date; and

WHEREAS, Patricia Maisch retired from the City of West Sacramento, Community Development Department, in the position of Engineering Assistant III, effective December 19, 2020; and

WHEREAS, Section 7522.56 requires that post-retirement employment commence no earlier than 180 days after the retirement date, which is June 19, 2021, without this certification resolution; and

WHEREAS, Section 7522.56 provides that this exception to the 180-day wait period shall not apply if the retiree accepts any retirement-related incentive; and

WHEREAS, the City of West Sacramento and Patricia Maisch certify that Patricia Maisch has not and will not receive a Golden Handshake or any other retirement-related incentive; and

WHEREAS, the City of West Sacramento hereby appoints Patricia Maisch as an extra-help retired annuitant to perform the duties of an Engineering Assistant III for the City of West Sacramento Community Development Department under Government Code Section 21224, effective January 25, 2021; and

WHEREAS, the entire employment appointment document between Patricia Maisch and the City of West Sacramento has been reviewed by this body and is attached hereto; and

WHEREAS, no matters, issues, terms or conditions related to this employment and appointment have been or will be placed on a consent calendar; and

WHEREAS, the employment shall be limited to 960 hours per fiscal year; and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the maximum base salary for this position is \$8093 per month and the hourly equivalent is \$46.6904, and the minimum base salary for this position is \$6643 per month and the hourly equivalent is \$38.3250; and

WHEREAS, the hourly rate paid to Patricia Maisch will be \$ 46.6904; and

WHEREAS, Patricia Maisch has not and will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of West Sacramento as follows:

The City of West Sacramento hereby certifies the nature of the appointment of Patricia Maisch as described herein and detailed in the attached employment appointment document and that this appointment is necessary to facilitate the new Engineering Assistant that has been hired to perform the duties that were formerly Patricia's responsibility.

PASSED AND ADOPTED by the City Council of the City of West Sacramento this 20th day of January, 2020, by the following vote:

AYES:
NOES:
ABSENT:

Martha Guerrero, Mayor

ATTEST:

Yashin Abbas, City Clerk



TO: Patricia Maisch

DATE: January 20, 2021

NOTICE OF APPOINTMENT OF RETIRED ANNUITANT

Subject to your acceptance of the conditions listed below, you are hereby hired as a ***Part-Time, Extra-Help Retired Annuitant*** to work on an as-needed basis to assist as an Engineering Assistant III currently in the **Community Development Department**, to perform work in excess of what permanent or regular staff employees can do.

Said appointment shall become effective as of **January 25, 2021**, which shall constitute your employment date.

Salary effective as of the above date is **\$ 46.6904 per hour**.

Special provisions or conditions are as follows:

As employee is a retired CalPERS Annuitant, employment shall not exceed 960 hours per fiscal year.

Employment is not a permanent or regular staff position.

As per the special conditions of this position, you must positively pass a fingerprint check, and Immigration and Naturalization Services employment eligibility requirements prior to finalization of employment.

No other benefits, incentives, compensation in-lieu of benefit, or other form of compensation in addition to the hourly rate noted above will be paid.

Employee certifies that they did not receive any unemployment insurance payments within the 12 months prior to this appointment for previous retired annuitant work with any CalPERS employer.

Please execute acceptance below and return the original to the Human Resources Division.

Aaron Laurel, City Manager

Acceptance of Appointment

I hereby accept the appointment as indicated above, subject to such provisions as stated and provided by rules and ordinances.

Date: _____

By: _____