



**REPORT TO COUNCIL AND  
REDEVELOPMENT AGENCY**  
City of Sacramento  
915 I Street, Sacramento, CA 95814-2671  
[www.CityofSacramento.org](http://www.CityofSacramento.org)

Staff Report  
**March 8, 2011**

**Honorable Mayor and Members of the City Council  
Honorable Chair and Members of the Redevelopment Agency**

**Title: University/65th Street Transit Center Relocation Project Owner Participation Agreement**

**Location/Council District:** Q Street east of 65<sup>th</sup> Street, Council District 3

**Recommendation:** 1) adopt a **City Resolution** making related findings; and 2) adopt a **Redevelopment Agency Resolution** a) amending the 2011 Sacramento Housing and Redevelopment Agency budget to defund \$235,000 of the Station 65 Project taxable bond funds and allocate those funds to the Bus Transfer Facility Project; b) authorizing the Executive Director, or her designee, to execute an Owner Participation Agreement in an amount not to exceed \$360,000 with the Sacramento Regional Transit District to complete the Bus Transfer Facility Project; and c) making related findings.

**Contact:** La Shelle Dozier, Executive Director, 440-1319, Chris Pahule, Assistant Director, 440-1350

**Presenters:** Chris Pahule, Assistant Director

**Department:** Sacramento Housing and Redevelopment Agency (Agency)

**Description/Analysis**

**Issue:** The City of Sacramento planned and adopted zoning and policies supporting transit-oriented development (TOD) for the area surrounding the University/65<sup>th</sup> Street light rail station. The area identified as the "Station Block" has been identified in various City and Redevelopment Agency planning documents as a high priority for development. The area includes the Sacramento Regional Transit District's (SRTD) two-acre bus transfer parcel. The bus transfer facility must be relocated to accommodate a desired TOD project on the Station Block's western portion (Attachment 1).

With the objective of relocating the bus transfer facility, the Agency entered into an Owner Participation Agreement (OPA) with RT in late 2008 to provide \$500,000 in funding to develop drawings, project specifications, and cost estimates as SRTD lacked financial resources to retain professional design services.

## 65<sup>th</sup> Street Transit Center Relocation Project

Several setbacks have occurred delaying the project and additional funding is required to complete the construction plans and specifications. Specifically, during this time, a private development project known as Station 65 (which included the existing bus transfer facility and privately owned parcels) was in the entitlement approval process at the same time the City was designing the nearby Redding Avenue improvements. Coordinating with these projects caused delays. Later, when it became evident that the Station 65 development project would not proceed, SRTD and Agency staff needed time to re-evaluate the project and revise the implementation approach.

In addition, scope is proposed to be added to the OPA to design Folsom Boulevard sidewalk improvements from 65<sup>th</sup> Street to Redding Avenue to support development on the Station Block. SRTD has also requested additional funds to conduct further design studies, secure Federal Transit Administration (FTA) approval to dispose of the site, pay City plan review and other permit fees, and complete the right-of-way acquisitions before entering into an agreement for construction of the project.

Approximately \$125,000 remains in the budget, but is insufficient to complete the project. An additional \$235,000 is required due to unanticipated costs and new project scope. These items include: technical studies for traffic and pedestrian signals, preparation and certification of a mitigated negative declaration addendum, permit fees, parcel split entitlement fees, creation of new plats and legal descriptions, preparatory work for right-of-way acquisition, Q Street sewer line design and the recently added Folsom Boulevard sidewalk, sewer and drainage improvements design. SRTD worked extensively with their consultants to finalize the design budget and is confident the work can be completed within budget and in eight months.

**Policy Considerations:** The proposed Project is consistent with the goals in the 65<sup>th</sup> Street Redevelopment Plan to redesign and develop portions of the Project Area which are stagnant or improperly utilized, assemble land into parcels suitable for modern, integrated development, and improvements of pedestrian, bicycle and vehicular circulation in the Project Area, in particular, public transit access and support. It is also consistent with the 65<sup>th</sup> Street Five Year (2009-2014) Implementation Plan to develop a world class transit village adjacent to the University/65<sup>th</sup> Street transit facility.

### **Environmental Considerations:**

**California Environmental Quality Act (CEQA):** A Mitigated Negative Declaration was prepared by Sacramento Regional Transit District for the project in October 2009, pursuant to CEQA Guidelines Section 15063 and Article 14. The MND was certified on December 15, 2009. Since that time, information has been added which constitutes minor technical changes or additions, and requires the preparation of an Addendum pursuant to CEQA Guidelines Section 15164. The actions proposed herein would allocate funding to allow for completion of the required Addendum, as well as design and construction plans for the project.

65<sup>th</sup> Street Transit Center Relocation Project

These actions constitute project planning studies only, and are statutorily exempt under CEQA Guidelines Section 15262. The Addendum will be completed and will be considered by the SRTD Board of Directors prior to making a decision on the project as revised.

**Sustainability Considerations:** The Project is intended to improve publicly-owned transit facilities and induce a new mix of uses that are supportive of transit and which would, by virtue of likely densities and proximity, allow light rail and SRTD buses to be convenient alternatives to automobiles. If this proves successful, a TOD project at the recently vacated parcel would achieve the following City of Sacramento Sustainability Master Plan goals:

- Significantly reduce the use of fossil fuels (*Energy Independence*);
- Reduce dependence on the private automobile by working with community partners to provide efficient and accessible public transit and transit supportive land uses (*Urban Design, Land Use, Green Building and Transportation*);
- Reduce long commutes by providing a wide array of transportation and housing choices near jobs for a balanced, healthy city (*Urban Design, Land Use, Green Building and Transportation*).

**Other:** The National Environmental Policy Act (NEPA) does not apply.

**Committee/Commission Action:** At its meeting of December 9, 2010, the 65<sup>th</sup> Street Redevelopment Advisory Committee reviewed the staff recommendation for this item. The vote was as follows:

AYES: Collins, Defanti, Garcia, Guerra, Febbo, Maxim, McElhinney, Motmans, Jones, Lee, Ochoa

NOES: None

ABSTAIN: Covington

ABSENT: Diepenbrock, Klein, Z'Berg

At its regular meeting of February 2, 2011, the Sacramento Housing and Redevelopment Commission reviewed the staff recommendation for this item. The vote was as follows:

AYES: Alcalay, Burruss, Chan, Fowler, Gore, Johnson, Morgan, Morton, Rosa, Stivers

NOES: None

ABSENT: Shah

65<sup>th</sup> Street Transit Center Relocation Project

**Rationale for Recommendation:** The Project would further four adopted goals in the 65<sup>th</sup> Street Redevelopment Area Implementation Plan, including design for improved transit, pedestrian and bicycle commuting facilities. TOD at this highly visible location would have a significant catalytic impact towards achievement of Transit Village and Station Block development objectives for the area. The design for the relocated bus transfer facility would reduce rider hazards, enhance lighting, security systems and rider amenities. In order to facilitate TOD development on the Station Block, the bus transfer facility must be relocated to increase the amount of developable land to be revitalized and remove the blighting conditions. Additionally, transfer of the property to the Agency will support and facilitate future development. While the bid documents are prepared, SRTD and Agency staff will finalize the steps necessary to construct the facility and transfer the property to the Agency.

**Financial Considerations:** Staff recommends a budget amendment of \$235,000 from the Station 65 project taxable bond funds to the existing Bus Transfer Facility Project. The funds will be used to prepared design documents, construction plans and bid documents to allow for the relocation of SRTD's bus transfer facility that serves the University/65<sup>th</sup> Street light rail station. The additional allocation will result in a \$360,000 remaining budget for the Owner Participation Agreement. SRTD has no available resources to fund the project.

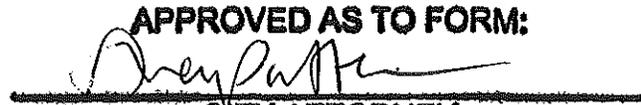
**M/WBE Considerations:** The activities recommended in this staff report do not involve federal funding; therefore, there are no M/WBE requirements.

Respectfully Submitted by:   
LA SHELLE DOZIER  
Executive Director

Recommendation Approved:

  
GUS VINA  
Interim City Manager

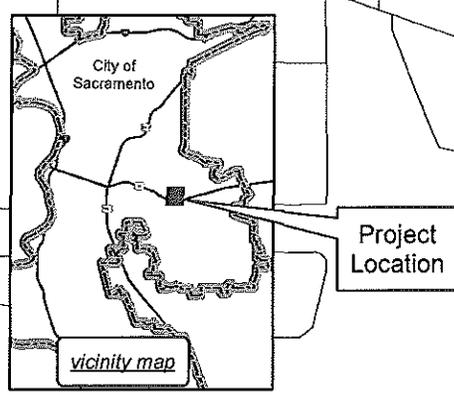
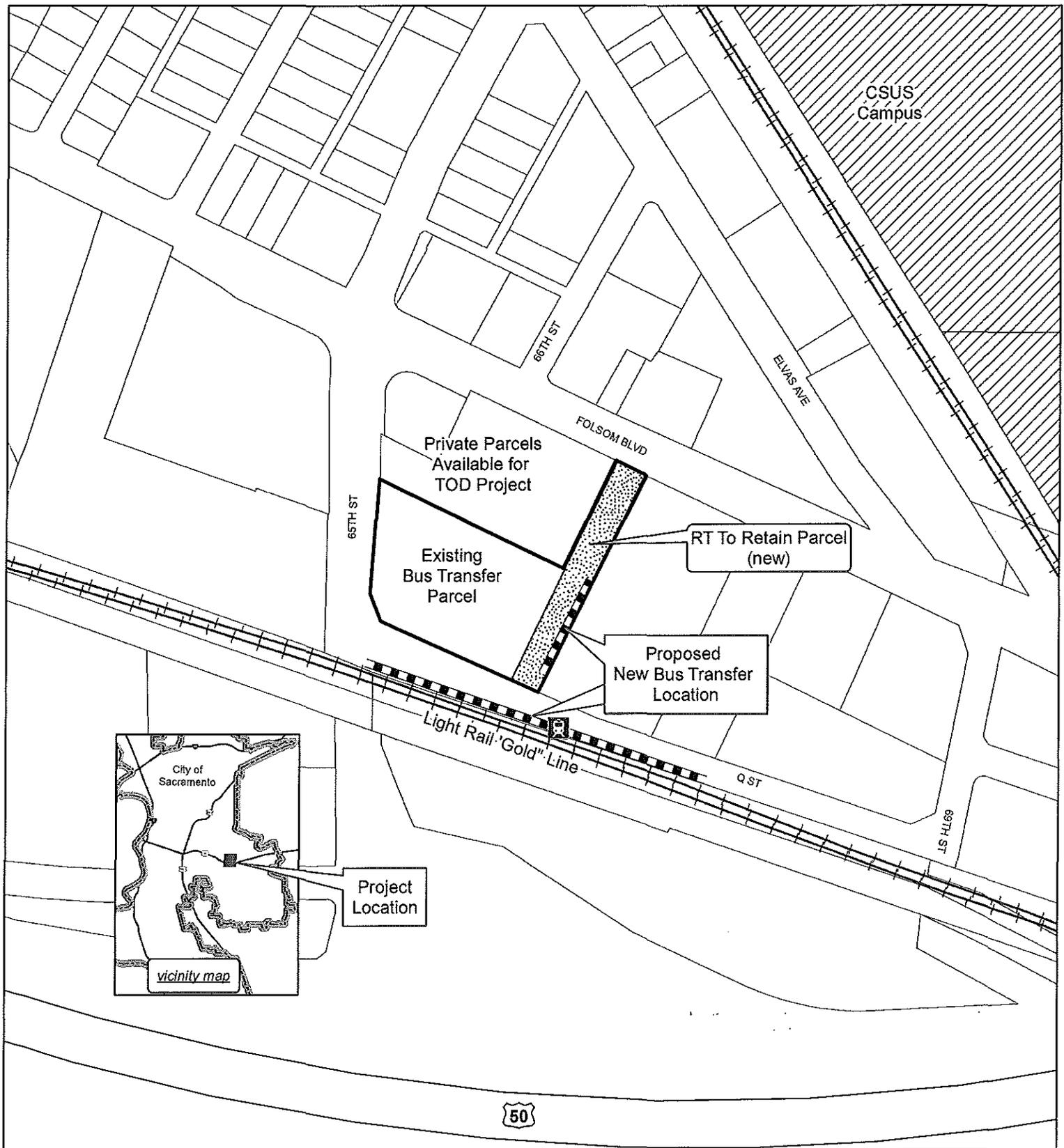
Approved as to form:  
  
Agency Counsel

**APPROVED AS TO FORM:**  
  
CITY ATTORNEY

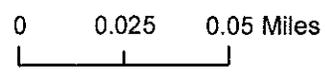
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# Proposed 65th Street Transit Center



- Existing Bus Transfer Parcel
- 67th SVRT Parcel (new)
- Proposed New bus transfer location
- Railway
- Light Rail Stop



SHRA GIS  
January 5, 2011





## **BACKGROUND: DESIGN RELOCATION: REGIONAL TRANSIT BUS TRANSFER FACILITY AT UNIVERSITY/65<sup>TH</sup> STREET LIGHT RAIL STATION**

Relocation of Sacramento Regional Transit (RT) bus facilities at the University/65<sup>th</sup> Street light rail station is one of many actions being pursued by various public agencies to encourage transit-oriented developments in the area around 65<sup>th</sup> Street and Folsom Boulevard. These efforts are summarized below, generally presented in chronological order.

### University/65<sup>th</sup> Street Transit Village Plan

Approved by the Sacramento City Council in October 2002, the scope of the University/65<sup>th</sup> Street Transit Village Plan (TVP) included comprehensive policies, objectives and an implementation program—all intended to guide land use decisions in the TVP study area (including the RT parcel) for approximately twenty years. The TVP's guiding principles included creation of a village "main street" environment as well as a college district for the adjacent 28,000-student campus of California State University at Sacramento (CSUS). Pedestrian, bicycle and transit linkages were to be improved and residential uses were to be encouraged, along with commercial mixed-use development projects in a compact Transit-oriented Development (TOD) format. The TVP has provided guidance for decision-making on infrastructure and transportation planning in the area, along with focusing the investment of redevelopment funding into competing projects.

### Transit for Livable Communities

In August 2002, after two years of effort and public outreach, RT's board of directors approved the "Transit for Livable Communities" land use planning project (TLC). The TLC project focused on areas within one-quarter mile around certain light rail stations. TLC emphasized higher density development patterns with walkable designs and a mix of uses, all intended to encourage transit use. The University/65<sup>th</sup> Street light rail station was one of 21 stations assessed in the scope of TLC. The University/65<sup>th</sup> Street station and environs were shown to have many favorable circumstances to support TOD development, including proximity to the CSUS campus and to the SMUD headquarters campus. The University/65<sup>th</sup> Street station was described in TLC as providing "...one of the most significant transit-oriented development opportunities within the Folsom Corridor."

### 65<sup>TH</sup> Street Redevelopment Project Area Adoption and Plan

The City Council, acting as the Redevelopment Agency of the City of Sacramento, adopted the 65<sup>th</sup> Street Redevelopment Project Area (RDA) and redevelopment plan in June 2004. The RT bus transfer facility is located in the northern tier of the 654 acre RDA, most of which lies south of Highway 50. The

## University/65th Street Transit Center Relocation Project

RDA's 2005-2009 Implementation Plan is supportive of compact infill projects that would increase development densities and the land-use mix around the light rail station. The implementation plan identifies a number of transportation, sewer, drainage and water distribution projects that were needed to supplement existing infrastructure and allow desired private projects to be constructed on land that was often vacant or otherwise underutilized. The RDA was adopted for a thirty-year duration and provides typical redevelopment financing tools to leverage other public resources as well as private equity and debt financing.

### Redding Avenue Pedestrian / Bicycle Improvements

Redding Avenue from Folsom Boulevard to just south of 4<sup>th</sup> Avenue, did not have bicycle and pedestrian facilities. Therefore to improve non-vehicular transportation options linking areas south of Highway 50 with the University/65<sup>th</sup> Street light rail station and the CSUS campus, the City applied for and received grant funding to design and construct these improvements. Sacramento Area Council of Governments (SACOG) awarded a total of \$2,965,082 to the project, which was matched with \$355,000 of 65<sup>th</sup> Street RDA tax increment funds and \$151,841 of City of Sacramento funding. The project was completed in January 2011. The project included installation of drainage facilities, curb, gutter and sidewalks, on street parking, bike lanes, sidewalks and landscaping.

### Station Block Plan

Since the 2004 adoption of the RDA, the Agency has emphasized planning for the "superblock" adjacent on the north to the University/65<sup>th</sup> Street light rail station. The underdeveloped 13.6-acres bounded by 65<sup>th</sup> Street (west), Folsom Boulevard (north), Union Pacific rail tracks (east) and Q Street (south) are referred to as "The Station Block." The Station Block includes the RT bus parcel, and it was the focus of a real estate development strategy report prepared by consultant Leland Consulting Group. Early in their work on the assignment, Leland recommended re-evaluation of previously approved transportation mitigations for the area, since the adopted mitigations were incompatible with the TOD development objectives for the Station Block. The consultant's report, the "65<sup>th</sup> Street Station Block Development Strategy" (Station Block Strategy) recommended a comprehensive strategic approach to achieve property owner cooperation to assemble parcels that would support TOD project needs. The City Council accepted the Station Block Strategy in October 2006.

### 65<sup>th</sup> Street Area Study

In March 2006, SACOG approved an \$885,000 Community Design Program grant request for reassessment of the 65<sup>th</sup> Street Circulation Plan Study. Those funds were matched with 65<sup>th</sup> Street RDA tax increment funds totaling \$114,700. The 65<sup>th</sup> Street Area Study planning boundaries were the Union Pacific Railroad (UPRR) right-of-way and Folsom Boulevard to the north, Power Inn Road to the east, 14<sup>th</sup> Avenue to the south, and 59<sup>th</sup> Street to the west. The Study proposed a new overall circulation network that supported the goals and vision of the

## University/65th Street Transit Center Relocation Project

University/ 65<sup>th</sup> Street Transit Village Plan and the South 65<sup>th</sup> Street Area Plan and conformed to the goals and policies of the Sacramento 2030 General Plan.

The specific objectives of the Study included:

- Creating a well-connected roadway system that provides balanced access and circulation for vehicle, pedestrian, bicycle and transit users and accommodates future growth in the area east of the UPRR tracks and south of Folsom Boulevard.
- Connecting the various neighborhoods and destination throughout the project area, and
- Preparing an implementation and phasing strategy for infrastructure improvements with associated cost estimates that can be used to identify funding mechanisms.

The 65th Street Area Study analyzed three scenarios (Scenarios A, B, and C) to achieve the objectives. Scenario A is based on implementation of previously approved plans and implementation of the mitigation measures adopted as part of the two plans in the immediate vicinity – the University/65th Street Transit Village Plan and the South 65th Street Area Plan and other planning efforts in the general vicinity. Scenarios B and C were crafted to provide new and distinct vehicle, bicycle, pedestrian, and transit components.

In October 2010, Scenario C-Prime Hybrid and the environmental impact report were approved. This scenario included a fine-grained network of pedestrian-scaled streets in close proximity to the University/65<sup>th</sup> Street light rail station and the addition of two new bicycle/pedestrian tunnels accessing CSUS in the area north of U.S. 50. South of U.S. 50 included connecting Redding Avenue with Ramona Avenue using existing right-of-way along San Joaquin Street with a new all-modes tunnel under the UPRR tracks.

### University/65<sup>th</sup> Street Transit Center redesign

The University/65<sup>th</sup> Street light rail station is a highly utilized station on the RT Gold Line which links downtown Sacramento with the City of Folsom. Q Street separates the light rail station and bus facility, creating safety hazards as RT patrons, including disabled riders, transfer between light rail and buses. The parcel was acquired and developed by RT as part of the starter line, using primarily federal transportation funds. RT desires to improve the University/65<sup>th</sup> Street Transit Center, which includes the bus transfer facilities and the light rail station to help develop a TOD project at the Station Block.

In November 2007, a memorandum of understanding (MOU) was executed by RT, the Agency and City regarding cooperation on planning for a viable TOD project. The parties then collaborated on tasks involving evaluation of relocation options for the current bus facility. Since RT lacked financial resources to have alternatives evaluated, the Agency provided \$70,000 of Community Development Block Grant funds to RT for that purpose.

## University/65th Street Transit Center Relocation Project

The Portland-based firm Zimmer Gunsul Frasca Architects (ZGF) was retained to evaluate options for the bus facility. Eleven variations of four alternative scenarios were examined. The staff-recommended preferred alternative, which allowed the existing bus facility to be incorporated into the TOD project site was presented to the RAC and later approved by RT's Board of Directors in 2008. RT had no available internal funding sources to retain professional design services to refine the conceptual plan into working drawings and specifications to solicit construction bids. Therefore, in late 2008 the Agency allocated \$500,000 and entered into an agreement for those services with RT to be completed in twelve months.

Bond Funds

In 2006, the Agency participated in a City bond issue that generated funds for investment in public parks, utility and transportation infrastructure projects, housing projects and to leverage private economic development projects that need gap financing. The funding was comprised of \$3.85 million taxable and \$1.65 million tax-exempt. The 65<sup>th</sup> Street Redevelopment Advisory Committee (RAC) recommended the funds be used to achieve the objective of early implementation of desirable developments that will generate new tax increment revenue. RAC priorities for distribution of redevelopment funds are as follows:

1. Drainage, Sewer & Water Distribution Projects
2. Commercial & Economic Development Projects (which could include assemblage of parcels if circumstances dictate a need to do so).
3. Transportation & Streetscape Improvement Projects
4. Parks/Community Facilities, Recreation, Open Space

Agency staff recommended that approximately \$4 million of the funds be tentatively allocated to assist development of the Station Block, the 13.6 acres that includes the RT bus parcel. Of that amount, approximately \$375,000 has been spent to date. The \$360,000 recommended in the staff report would come from that tax increment fund source.



## RESOLUTION NO. 2011 -

Adopted by the Sacramento City Council

on date of

### APPROVAL OF 65<sup>th</sup> STREET TRANSIT CENTER RELOCATION PROJECT AND RELATED FINDINGS

#### BACKGROUND

- A. Sacramento Regional Transit District (SRTD) operates a bus transfer facility and light rail station at 65<sup>th</sup> Street (65<sup>th</sup> Street Facility) with the second highest passenger volume on SRTD's Gold Line outside the Central City.
- B. The 65<sup>th</sup> Street Facility is located within the 65<sup>th</sup> Street Redevelopment Project Area (Project Area).
- C. Achievement of Project Area Implementation Plan goals, including transit-oriented development (TOD) objectives at this location, are hindered by blighting conditions of the existing 65<sup>th</sup> Street Facility, inadequate infrastructure, inefficient and unsafe vehicle and pedestrian circulation, and by obsolete parcelization of the properties which hinders development in the immediate area.
- D. TOD-supportive planning activities are key elements of the City's 2002 65<sup>th</sup> Street/University Transit Village Plan (Transit Village Plan) and in the Agency's current 2009 – 2014 Project Area Implementation Plan. The area surrounding the 65<sup>th</sup> Street Facility has been identified as a priority location for TOD.
- E. In 2007, the City, SRTD and Agency agreed to terms of a Memorandum of Understanding (MOU) concerning the solicitation and evaluation of proposals for a TOD project that would include relocation of SRTD's 65<sup>th</sup> Street Facility.
- F. Due to lack of SRTD financial resources, the Redevelopment Agency of the City of Sacramento ("Agency"), provided financial support to SRTD for the evaluation of relocation options for the 65<sup>th</sup> Street Facility and provided additional financial support for a temporary TOD project manager for the 65<sup>th</sup> Street Facility.
- G. A Preferred Alternative for a relocated 65<sup>th</sup> Street Facility recommended by the consultant for the potential project and by SRTD staff has been accepted by SRTD's Board of Directors.
- H. The activities that would be funded by the proposed action involve design work but would not include actual construction. Project implementation would be dependent on acceptable contractor bids and available sources of future funding.

- I. The Project involves feasibility or planning studies, including preparatory work for right-of-way acquisition, for possible future actions.
- J. A successful TOD would reduce the use of fossil fuels and reduce dependence on the private automobile by providing efficient and accessible public transit and transit supportive land uses.
- K. In 2009, the Agency and SRTD entered into an agreement to refine the Project conceptual plan into working drawings and specifications to solicit construction bids but completion of work was delayed.
- L. The design is 95% complete and additional funding is needed to incorporate the new project scope items including technical traffic and pedestrian signals studies, preparation and certification of a mitigated negative declaration addendum, permit fees, parcel split entitlement fees, creation of new plats and legal descriptions, Q Street sewer line design and Folsom Boulevard sidewalk, sewer and drainage improvements design.
- M. As a project involving only feasibility or planning studies for possible future actions, the proposed activity is exempt from environmental review under CEQA Guidelines Section 15262. A Mitigated Negative Declaration was certified for the proposed Project on December 15, 2009 and the new current scope includes preparation and certification of a mitigated negative declaration addendum.

**BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:**

- Section 1. After due consideration of the facts presented, the findings above are determined to be true and correct and are approved, and the proposed activity is determined to be exempt from environmental review under CEQA Guidelines Section 15262.
- Section 2. Pursuant to California Redevelopment Law Section 33445 of the Health and Safety Code of the State of California, the City consents to the Agency's allocation of funding under this resolution to be used for the purpose of creating project design plans, construction specifications and bid documents and preparatory work for right-of-way acquisition for relocation of SRTD's publicly-owned and outmoded 65th Street Facility and adjacent infrastructure improvements based on the following findings:
  - a. The Project will benefit the Project Area and the immediate neighborhoods by eliminating blighting conditions, assembling land into parcels suitable for modern, integrated development, redesign and development of the Project Area which are stagnant or

improperly utilized, and improvements to pedestrian, bicycle and vehicular circulation, in particular, public transit access and support;

- b. There are no other reasonable means of fully financing the Project available to the community, which are needed for proper redevelopment of the Project Area in a timely manner; and
- c. The payment of the cost for the Project is consistent with the 65<sup>th</sup> Street Five-Year Implementation Plan (2009-2014) to develop a world class transit village adjacent to the 65<sup>th</sup> Street transit facility and establish a neighborhood mixed-use district that serve the existing neighborhoods, the growing number of students and faculty at CSUS, and transit riders.



## RESOLUTION NO. 2011 -

Adopted by the Redevelopment Agency of the City of Sacramento

on date of

### APPROVAL OF BUS TRANSFER FACILITY PROJECT BUDGET AMENDMENT; AUTHORIZATION TO EXECUTE OWNER PARTICIPATION AGREEMENT FOR THE 65<sup>TH</sup> STREET TRANSIT CENTER; RELATED FINDINGS

#### BACKGROUND

- A. Sacramento Regional Transit District (SRTD) operates a bus transfer facility and light rail station at 65<sup>th</sup> Street (65<sup>th</sup> Street Facility) with the second highest passenger volume on SRTD's Gold Line outside the Central City.
- B. The 65<sup>th</sup> Street Facility is located within the 65<sup>th</sup> Street Redevelopment Project Area (Project Area).
- C. Achievement of Project Area Implementation Plan goals, including transit-oriented development (TOD) objectives at this location, are hindered by blighting conditions of the existing 65<sup>th</sup> Street Facility, inadequate infrastructure, inefficient and unsafe vehicle and pedestrian circulation and by obsolete parcelization of the properties which hinders development in the immediate area.
- D. TOD-supportive planning activities are key elements of the City's 2002 65<sup>th</sup> Street/University Transit Village Plan (Transit Village Plan) and in the Agency's current 2009 – 2014 Project Area Implementation Plan. The area surrounding the 65<sup>th</sup> Street Facility has been identified as a priority location for TOD.
- E. In 2007, the City, SRTD and Agency agreed to terms of a Memorandum of Understanding (MOU) concerning the solicitation and evaluation of proposals for a TOD project that would include relocation of SRTD's 65<sup>th</sup> Street Facility.
- F. Due to lack of SRTD financial resources, the Redevelopment Agency of the City of Sacramento ("Agency"), provided financial support to SRTD for the evaluation of relocation options for the 65<sup>th</sup> Street Facility and provided additional financial support for a temporary TOD project manager for the 65<sup>th</sup> Street Facility.
- G. A Preferred Alternative for a relocated 65<sup>th</sup> Street Facility recommended by the consultant for the potential project and by SRTD staff has been accepted by SRTD's Board of Directors.

- H. The activities that would be funded by the proposed action involve design work but would not include actual construction. Project implementation would be dependent on acceptable contractor bids and available sources of future funding.
- I. The Project involves only feasibility or planning studies, including preparatory work for right-of-way acquisition for possible future actions.
- J. A successful TOD would reduce the use of fossil fuels and reduce dependence on the private automobile by providing efficient and accessible public transit and transit supportive land uses.
- K. In 2009, the Agency and SRTD entered into an agreement to refine the Project conceptual plan into working drawings and specifications to solicit construction bids but completion of work was delayed.
- L. The design is 95% complete and additional funding is needed to incorporate the new project scope items including technical traffic and pedestrian signals studies, preparation and certification of a mitigated negative declaration addendum, permit fees, parcel split entitlement fees, creation of new plats and legal descriptions, Q Street sewer line design and Folsom Boulevard sidewalk, sewer and drainage improvements design.
- M. As a project involving only feasibility or planning studies for possible future actions, the proposed activity is exempt from environmental review under CEQA Guidelines Section 15262. A Mitigated Negative Declaration was certified for the proposed Project on December 15, 2009 and the new current scope includes preparation and certification of a mitigated negative declaration addendum.

**BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE REDEVELOPMENT AGENCY RESOLVES AS FOLLOWS:**

- Section 1. After due consideration of the facts presented, the findings above are determined to be true and correct and are approved, and the proposed activity is determined to be exempt from environmental review under CEQA Guidelines Section 15262.
- Section 2. Pursuant to California Redevelopment Law Section 33445 of the Health and Safety Code of the State of California, the Agency consents to the Agency's allocation of funding under this resolution to be used for the purpose of creating project design plans, construction specifications, bid documents and preparatory work for right-of-way acquisition for relocation of SRTD's publicly-owned and outmoded 65th Street Facility and adjacent infrastructure improvements based on the following findings:
  - a. The Project will benefit the Project Area and the immediate neighborhoods by eliminating blighting conditions, assembling land

into parcels suitable for modern, integrated development, redesign and development of the Project Area which are stagnant or improperly utilized, and improvements to pedestrian, bicycle and vehicular circulation, in particular, public transit access and support;

- b. There are no other reasonable means of fully financing the Project available to the community, which are needed for proper redevelopment of the Project Area in a timely manner; and
- c. The payment of the cost for the Project is consistent with the 65<sup>th</sup> Street Five-Year Implementation Plan (2009-2014) to develop a world class transit village adjacent to the 65<sup>th</sup> Street transit facility and establish a neighborhood mixed-use district that serve the existing neighborhoods, the growing number of students and faculty at CSUS and transit riders.

Section 3. The Executive Director, or her designee, is authorized to amend the 2011 Sacramento Housing and Redevelopment Agency budget by defunding \$235,000 of Station 65 project funds and allocating to the existing Bus Transfer Facility project.

Section 4. The Executive Director, or her designee, is authorized to enter into an Owner-Participation Agreement with SRTD for a \$360,000 forgivable loan to retain professional services to complete the design of the Project for bidding and City of Sacramento approvals.

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Exhibit A: Owner Participation Agreement

March 8, 2010

University/65th Street Transit Center Relocation Project Owner Participation Agreement

EXHIBIT A



**OWNER PARTICIPATION AGREEMENT**

**Using Funds from 65th Street Redevelopment Project Area Project Area Tax Increment**

65th Street Transit Center Relocation Pre-Construction Project  
65th Street and Folsom Boulevard, Sacramento, California

**Redevelopment Agency of the City of Sacramento  
and  
Sacramento Regional Transit District**

**OWNER PARTICIPATION AGREEMENT**

**Using Funds from 65th Street Redevelopment Project Area Project Area Tax Increment  
65th Street Transit Center Relocation Pre-Construction Project  
65th Street and Folsom Boulevard, Sacramento, California**

THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO, herein referred to as "Agency" and SACRAMENTO REGIONAL TRANSIT DISTRICT, herein referred to as "SRTD", enter into this Owner Participation Agreement, also called OPA, as of \_\_\_\_\_ 2011 ("Effective Date").

**For purposes of this Agreement, the capitalized terms shall have the meanings assigned in Section 10.**

**RECITALS**

SRTD is the owner of real property located at 65th Street and Q Street, Sacramento, California, in the City of Sacramento, California, more particularly described in attached Exhibit 1: Legal Description, which is incorporated into this OPA by this reference. The Property is located in 65th Street Redevelopment Project Area and is subject to the Project Area's Redevelopment Plan.

A. The parties previously entered into several agreements related to redevelopment of the Property and relocation of SRTD's bus transfer facility, including: a January 12, 2009 Owner Participation Agreement for design and preparation of construction specifications and bid documents for the relocation project; a June 25, 2008 Contract for payment of project management costs associated with the project; an October 19, 2007 Memorandum of Understanding between SRTD, Agency and the City regarding redevelopment of the Property and relocation of the bus transfer facility; and a May 25, 2007 Contract for development of a conceptual design plan for the bus transfer facility relocation.

B. Pursuant to the January 12, 2009 Owner Participation Agreement, Agency provided \$500,000 to SRTD to complete the construction documents and permitting for the relocation project. A significant portion of the work was completed and coordination with private development and public infrastructure projects were considered. However, additional funding is required to cover the costs of permit fees, right-of-way acquisition, additional design studies required by the City, and design of additional sidewalk and storm drainage improvements desired by Agency along Folsom Blvd.

C. This OPA is made in accordance with provisions of the Redevelopment Plan for participation by property owners in redevelopment of the project area (adopted in accordance with California Health & Safety Code Section 33339).

D. The Agency is participating in this OPA because this OPA is consistent with, and furthers, the Redevelopment Plan and the Implementation Plan. Specifically and without limitation, the Agency has determined that the Project will eliminate the following blighting influences: low or

stagnant property values and impaired investment in the Project Area, inadequate public infrastructure, and improper or obsolescent parcelization. The Agency has also determined that the Project will meet the following goals of the current "Implementation Plan" adopted for the Project Area: the Project will provide for (a) redevelopment of portions of the Project Area that are improperly utilized, (b) assembly of land into parcels suitable for modern integrated development, (c) improvement of pedestrian, bicycle and vehicular circulation, particularly public transit access and support; and (d) participation by property owners in the revitalization of their properties.

E. To accomplish such Agency goals and purpose, the OPA provides that SRTD will undertake certain predevelopment activities for the Property in the manner and for the purposes described in this OPA.

F. It is not the intention of the parties that this OPA create a partnership for any purpose. It is the intent of the parties that this OPA serve and further the respective public purposes of the parties.

#### AGREEMENT

**NOW THEREFORE**, in consideration of the following mutual covenants, obligations and agreements and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

1. **AGENCY FUNDING.** Agency is providing additional funding to the Project under this OPA for the Project as described in Section 2. As a condition of Agency's obligation to provide the Agency Funding and in consideration of the Agency Funding, SRTD is undertaking the obligations described in this OPA..

1.1. **AMOUNT OF FUNDING.** Under this OPA, Agency shall provide funding for the Project in an amount not to exceed Three Hundred Sixty Thousand Dollars (\$360,000). SRTD shall use the Agency funding for the Project as defined in this OPA and for no other purpose.

1.2. **BUDGET.** The Budget for this Project is attached hereto and incorporated herein as Exhibit 2. SRTD shall obtain written approval from Agency to allocate funds from the contingency.

1.3. **PAYMENT.** Agency shall make payment within thirty (30) days following submission of a request for reimbursement by SRTD. Such reimbursement request shall include, as appropriate (a) the billing of third-parties, including but not limited to SRTD consultants and charges of other governmental entities for the costs of required permits; (b) executed contracts and agreements with consultants and governmental entities (c) purchase and sale agreements or other transaction documents for requested real property acquisition costs, (d) documentation of SRTD staff labor dedicated to the Project during the relevant period and the amount of reimbursement sought for all such labor. All third party billing must clearly indicate that the work for which reimbursement is requested is Project work. All requests for SRTD labor reimbursement must include a certification that the labor for which reimbursement is required is Project work. All

requests for reimbursement must include proof that prior Agency disbursements under this OPA were applied to the third-party billings for which they were requested. All billing must specify costs by project phase as described in Exhibit 2.

**2. PROJECT DESCRIPTION.** The Project being assisted with the Agency Funding is the design and preparation of construction plans, specifications, estimates, and bid documents (collectively, PS&E) and the obtaining of planning entitlements for the proposed relocation of the bus transfer facility located at 6800 Folsom Boulevard, including related improvements to the University/65th Street light Rail Station platform, bus loading areas, and Q Street, 65th Street, the 67<sup>th</sup> Street and Folsom Boulevard rights of way, collectively referred to herein as the "Pre-Construction Activities." The Project does not include acquisition of property or actual construction or relocation activities. The Pre-Construction Activities shall be in accordance with the Design Concept herein described.

**2.1. TIME FOR PERFORMANCE.** The parties intend to complete the Project on or before January 31, 2012. Unless otherwise agreed by the parties in writing, all invoices for work completed under this OPA must be submitted by March 30, 2012.

**2.2. OWNERSHIP OF WORK.** Agency and SRTD shall jointly own the work of the Project ("Work Product") and SRTD shall assure that all consultant contracts shall provide that Agency and SRTD, jointly and severally, own the full and unrestricted rights to use and reproduce for their respective purposes all of Work Product, including in electronic format; however, Agency may not use Work Product for any commercial purpose unrelated to the Project and nothing herein will be construed to transfer to Agency any rights in the Work Product covered by a patent or copyright.

**2.3. NATURE OF APPROVAL.** This OPA is a financing document of the Agency and not a land use or planning document. Approval of the Project under this OPA by the Agency is not and shall not be considered an approval of the aesthetics or adequacy of the PS&E or land use or other entitlement for any subsequent construction project. SRTD shall comply with all applicable land use, planning and design laws, rules and regulations of each governmental agency acting in proper exercise of their respective jurisdictions, including without limitation, departments, staff, boards and commissions of the City.

**2.4. APPROVAL OF CHANGES TO DESIGN CONCEPT.** If SRTD desires to make any substantial changes in the Design Concept, SRTD shall submit such proposed changes, in writing, to the Agency for its approval. The Agency shall approve or disapprove the proposed change as soon as practicable. Nothing in this Section shall be construed to relieve SRTD of its obligations under all applicable laws regarding such changes. A substantial change in the Designs and Specifications shall include, without limitation, the following changes:

2.4.1. Any change in use of exterior finishing materials or other architectural and landscape elements substantially affecting architectural appearance or functional use and operation of the Property as intended by the Design Concept.

2.4.2. Any other change which would preclude or materially reduce the ability to use the Designs and Specifications to develop the Property as described in the Design Concept.

**3. NONDISCRIMINATION IN CONTRACTING AND EMPLOYMENT.** SRTD, agrees that the following provisions shall apply to, and be contained in all contracts and sub-contracts for completion of the Project.

**3.1. EMPLOYMENT.** SRTD shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, creed or national origin. SRTD will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, creed, sex, marital status, national origin, ancestry, familial status, or disability. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SRTD agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Agency setting forth the provisions of this nondiscrimination clause.

**3.2. ADVERTISING.** SRTD will, in all solicitations or advertisements for employees placed by or on behalf of SRTD, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, creed, sex, marital status, national origin, ancestry, familial status, or disability.

**4. INDEMNIFICATION.** Each party shall indemnify, protect and hold harmless the other party, its officers, directors, commissioners, employees, and agents from any and all liability caused by or resulting from the acts or omissions of the other party or its officers, directors, commissioners, employees, agents or independent contractors in the performance of this Agreement and for any and all costs incurred by the other party in defending against such liability claims, including reasonable attorney's fees. This indemnification provision shall survive the termination of this agreement.

**5. INSURANCE.** With regard to this OPA, SRTD shall obtain and maintain reasonable coverage of insurance, or the equivalent, with coverage for commercial general liability, worker's compensation, and as may be applicable, automobile insurance and claims for contractual liability arising from SRTD's obligations under this OPA. SRTD shall require any other entity or person providing work under this OPA to obtain and maintain such insurance coverage. Agency acknowledges that SRTD self-insures and agrees that such coverage satisfies SRTD's obligations under this article.

**6. DEFAULTS AND REMEDIES.** Except as otherwise provided in the OPA, if either party defaults in its obligations under this OPA, the defaulting party shall immediately commence and diligently proceed to cure the default within thirty (30) days after written notice of default from the other party or, if reasonable, such longer time as is reasonably necessary to remedy such default if such default cannot reasonably be cured within thirty (30) days for reasons beyond the control of the defaulting party, provided that the defaulting party shall promptly begin and diligently pursue such cure to completion. If the defaulting party does not promptly begin and

diligently cure the default within a reasonable time, the other party may institute proceedings to cure the default.

**6.1. AGENCY DEFAULT.** If Agency fails to pay funds, as and when due to SRTD under this OPA, SRTD shall be entitled to recover from Agency the unpaid funds and either (a) interest at the prime rate then generally applicable on due and unpaid funds until paid or (b) actual third party damages arising from activities required of SRTD under this OPA.

**6.2. SRTD DEFAULT.** If SRTD uses the funds provided to SRTD for any purpose other than as obligated under this OPA, SRTD shall repay to Agency that portion of funds misapplied but paid by Agency under this OPA together with interest on such funds from date of payment from Agency to SRTD until repaid to Agency, at the prime rate then applicable. In no event will SRTD be deemed in default for failure to comply with the Schedule of Performances if such fault is beyond the control of SRTD.

**6.3. NONLIABILITY OF AGENCY OFFICIALS AND EMPLOYEES.** No member, official or employee of either party shall be personally liable to the other party, or to any successor in interest, in the event of any default or breach or for any other claims arising under the terms of this OPA.

**6.4. ATTORNEY'S FEES AND RELATED COSTS.** If an action is commenced between the parties, the prevailing party in that action shall be entitled to recover from the non-prevailing party all reasonable attorney fees and costs, witness fees, arbitrator's fees, and court and arbitration costs. The term "prevailing party" shall include without limitation, the party who receives performance from the other party for an alleged breach of contract or a desired remedy where the performance is substantially equal to the relief sought in an action; the party who receives any award for relief through arbitration; or the party determined to be the prevailing party by a court of law. In any event, the prevailing party shall mean the party receiving a judgment, ruling or award that is more favorable than the last firm offer of settlement made by such party. Any award of damages following judicial remedy or arbitration as a result of the breach of this Agreement or any of its provisions shall include an award of prejudgment interest from the date of the breach at the maximum amount of interest allowed by law.

**7. PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER.** SRTD shall not assign SRTD's interests or obligations under this OPA or undertake any act or transaction resulting in a significant change in the interests of the principals of SRTD or the degree of their control of SRTD without the prior written consent of Agency.

**8. DOCUMENT INTERPRETATION.** This OPA shall be interpreted in accordance with the following rules.

**8.1. INTEGRATED DOCUMENTS; SEVERABILITY** This OPA integrates all of the terms and conditions related or incidental to its subject matter, and supersedes all negotiations or previous agreements between the parties with respect to its subject matter. If any term or provision of this OPA shall, to any extent, be held invalid or unenforceable, the remainder of this OPA shall

remain in full force and effect and the invalid or unenforceable provision shall be valid and enforceable as to any other person or circumstance.

**8.2. WAIVERS AND AMENDMENTS.** All waivers of the provisions of this OPA must be in writing and signed by Agency or SRTD, as applicable, and all amendments to this OPA must be in writing and signed by Agency and SRTD. Any delay by Agency or SRTD in asserting any rights under this OPA shall not operate as a waiver or limitation of such rights. Any waiver in fact made by Agency or SRTD with respect to any specific default by the other party shall not be considered as a waiver with respect to any other defaults by the other party or with respect to the particular default except to the extent specifically waived in writing.

**8.3. CAPTIONS, GENDER AND NUMBER.** The section headings, captions and arrangement of this OPA are for the convenience of the parties to this OPA. The section headings, captions and arrangement of this instrument do not in any way affect, limit, amplify or modify the terms and provisions of this OPA. The singular form shall include plural, and vice versa, and gender references shall be construed to include all genders.

**8.4. DRAFTER.** This OPA shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to sections are to this OPA. All exhibits referred to in this OPA are attached to it and incorporated in it by this reference.

**8.5. TIME FOR PERFORMANCE.** In determining time for performance, it shall be construed that Agency and SRTD shall each do the actions required of them, promptly and when specified in this OPA, and that each action specified in the Tentative Schedule (Exhibit 2) shall, to the extent possible, be performed by the responsible party on or before the date scheduled for its completion. However, the parties recognize that completion of the actions specified in the Tentative Schedule may depend upon the actions of individuals or entities beyond control of the responsible party(ies). So long as SRTD diligently attempts to comply with the Tentative Schedule, Agency may not deny SRTD reimbursement of otherwise eligible expenses or terminate this OPA for default.

**8.6. GOVERNING LAW.** This OPA shall be governed and construed in accordance with California law.

**8.7. INSPECTION OF BOOKS AND RECORDS.** Agency has the right, at all reasonable times, to inspect the books and records of SRTD regarding the Project as reasonably necessary to carry out its purposes under this OPA.

**8.8. SUCCESSORS.** This OPA shall inure to the benefit of and shall be binding upon the parties to this OPA and their respective heirs, successors, and assigns.

**9. NOTICES.** All notices to be given under this OPA shall be in writing and sent to the following addresses by one or more of the following methods:

9.1. Addresses for notices are as follows:

9.1.1. Agency: Redevelopment Agency of the City of Sacramento, 801 12th Street, Sacramento, California 95814, Attention: Celia Yniguez.

9.1.2. SRTD: Sacramento Regional Transit District, 1400 29th Street, Sacramento, CA 95816; mailing address at P.O. Box 2110, Sacramento, CA 95812-2110; Attention: Assistant General Manager of Planning and Transit System Development.

9.2. Notices may be delivered by one of the following methods:

9.2.1. Certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the United States Mail;

9.2.2. A nationally-recognized overnight courier, by priority overnight service, in which case notice shall be deemed delivered one (1) business day after deposit with that courier;

9.2.3. Hand delivery with signed receipt for delivery from a person at the place of business of the receiving party and authorized to accept delivery for the receiving party, in which case notice shall be deemed delivered upon receipt, or

9.2.4. Telecopy, if a copy of the notice is also sent the same day by United States Certified Mail, in which case notice shall be deemed delivered one (1) business day after transmittal by telecopier, provided that a transmission report is automatically generated by the telecopier reflecting the accurate transmission of the notices to receiving party at the "Fax Number" SRTD or Agency may respectively designate by written notice to the other.

## 10. DEFINITIONS.

10.1. "Agency Funding" is the funding provided by the Agency under this OPA to SRTD for the Project.

10.2. "City" is the City of Sacramento, a political subdivision of the State of California.

10.3. "Community Redevelopment Law" is the law governing redevelopment in the State of California and is found commencing at Health and Safety Code Section 33000.

10.4. "PS&E" is the Plans, Specifications and Estimates for proposed relocation of the bus transfer facility located at 6800 Folsom Boulevard, and including related improvements to the University/65th Street light Rail Station platform, bus loading areas, and Q Street, 65th Street, 67th Street, and Folsom Boulevard rights of way. Improvements to be included in the PS&E shall include hardscape, landscape, information technology, lighting, security systems, seating, bicycle storage facilities, pedestrian and bicycle amenities, and storm water infrastructure.

10.5. "Design Concept" is the "preferred alternative" project concept depicted in Exhibit 3, and more fully detailed in the 95% PS&E submittal dated 2/23/10 (as revised by SRTD's Proposal to Agency dated October 5, 2010, attached as Exhibit 4).

10.6. "OPA" is this Owner Participation Agreement between Agency and SRTD, including all documents incorporated in this OPA by reference.

10.7. "Project" is the work to be accomplished under this OPA, which consists of the preparation of the bid documents (including final PS&E), property acquisition, permits, and related work.

10.8. "Project Area" is the 65th Street Redevelopment Project Area, as defined in the Redevelopment Plan.

10.9. "Property" is that real property described in the Design Concept for which the PS&E are to be developed, and is generally described as 6800 Folsom Boulevard (Assessor's Parcel Number 015-0010-021), Q Street right of way along the light rail station (Assessor's Parcel Number 015-0010-039), and adjacent light rail tracks right-of-way Assessor's Parcel Number 015-0010-038).

10.10. "Redevelopment Plan" is the redevelopment plan for the Project Area (as it may be amended from time to time) for the 65th Street Redevelopment Project Area as duly adopted by the City Council and currently active in the City.

10.11. "Schedule of Performances" is the schedule of obligations to be performed by a date certain under this OPA and the date for completion of such obligations. The Schedule of Performances is attached as **Exhibit 3 Schedule of Performances**

**THE PARTIES HAVE EXECUTED THIS OPA** in Sacramento, California as of the date first written above.

**SRTD :**  
**SACRAMENTO REGIONAL TRANSIT**  
**DISTRICT**

By: \_\_\_\_\_  
Michael R. Wiley  
General Manager/CEO

Approved as to form:

\_\_\_\_\_  
SRTD Counsel

**AGENCY: THE REDEVELOPMENT AGENCY**  
**OF THE CITY OF SACRAMENTO**

By: \_\_\_\_\_  
La Shelle Dozier, Executive Director

Approved as to form:

\_\_\_\_\_  
Agency Counsel

**EXHIBIT 1: LEGAL DESCRIPTION**

Parcel commonly known as 6800 Folsom Boulevard, Sacramento, CA 95819, Assessor's Parcel Number (APN) 015-0010-021:

**PARCEL 028108:** For light rail transit purposes all that parcel of land lying in the Northwest one-quarter of Section 15, Township 8 North, Range 5 East, Mount Diablo Meridian, described as follows:

BEGINNING at a point in the Northwest one-quarter of said Section 15, located the following two (2) courses and distances from the Northwest corner of said section, (1) South 163.40 feet and (2) South 63° 38' 00" East 22.31 feet; THENCE from said point of beginning along the Easterly line of 65th Street, South 3.58 feet; thence South 04° 01' 06" West 202.03 feet; thence South 22° 53' 10" East 56.11 feet to a point in the Northerly line of "Q" Street; thence along said Northerly line, South 64° 20' 00" East 261.27 feet; thence along the arc of a curve with a 950.83-foot radius, said arc being subtended by a chord which bears South 65° 47' 20" East 48.31 feet; thence leaving said curve, North 26° 29' 30" East 431.18 feet to a point in the South line of Folsom Boulevard; thence along said South line, North 63° 36' 00" West 60.00 feet; thence leaving said South line South 26° 29' 30" West 209.59 feet; thence North 63° 38' 00" West 370.99 feet to the point of beginning.

**ADDITIONAL PROPERTY**

City of Sacramento's "Q" Street Public Right-of-Way and two parcels used for bus and light rail transit purposes at the 65<sup>th</sup> Street / University Station, i.e., APN 015-0010-038 and APN 015-0010-039.

**EXHIBIT 2: TRANSIT CENTER RELOCATION DESIGN COST SUMMARY**

- 1. Project Administration      \$64,113**  
All SRTD labor costs for project management of the design and preparation of construction plans, specifications, estimates, bid documents, planning entitlements, technical studies, environmental analysis, right-of-way acquisition, bid preparation, Federal Transportation Agency (FTA) coordination,
  
- 2. Final Design                      \$236,377**  
Third party costs for the transit center and Folsom Blvd. improvements and City plan review and approvals.
  
- 3. Right-of-Way                      \$25,000**  
Third party costs for right-of-way acquisition including, but not limited to appraisals, plats and legal descriptions, and consultants.
  
- 4. Contingency                      \$34,510**
  
  
- TOTAL                                      \$360,000**

**EXHIBIT 3: TENTATIVE SCHEDULE**

65<sup>th</sup> Street Bus Transfer Facility Relocation Design

<b>Task</b>	<b>Action Item / Milestone</b>	<b>Responsible Party(ies)</b>	<b>Completion No Later Than</b>
1	RT issues Notice to Proceed to Consultants	RT	14 days after Effective Date
2	First Project Stakeholder meeting	RT, SHRA, City, and Consultants	14 days after completion of Task 1
3	Monthly Progress Reports from RT and Consultants are forwarded to SHRA	RT	By the 15th of each month following the first Project Stakeholder Meeting
4	Addendum to Mitigated Negative Declaration drafted to address revised Project Scope	RT and Consultants	3 months after Effective Date
5	Review and comment on draft Addendum to MND	SHRA	14 days after completion of Task 4
6	Adopt Addendum to MND	RT	35 days after completion of Task 5
7	Original 95% PS&E submitted to City for review	RT	14 days after completion of Task 1
8	Stakeholder Session to review original 95% PS&E	RT, SHRA, City, and Consultants	14 days after completion of Task 7
9	Complete review of original 95% PS&E, deliver comments to RT & Consultants	City	21 days after completion of Task 7
10	95% PS&E revised for current Project Scope, to City and SHRA	RT and Consultants	28 days after completion of Task 9
11	Stakeholder Session to review revised 95% PS&E	RT, SHRA, City, and Consultants	14 days after completion of Task 10
12	Complete review of revised 95% PS&E, deliver comments to RT & Consultants	City	28 days after completion of Task 10
13	100% PS&E revised for current Project Scope, to City and SHRA	RT and Consultants	63 days after completion of Task 12

14	Stakeholder Session to review revised 100% PS&E	RT, SHRA, City, and Consultants	14 days after completion of Task 13
15	Complete review of revised 100% PS&E, deliver comments to RT & Consultants	City	28 days after completion of Task 13
16	Complete ROW acquisition	RT, City	6 months after completion of Task 6
17	Final Stakeholder meeting to review final design, discuss next steps towards implementation	RT, SHRA, City, and Consultants	14 days after completion of Task 15 OR Task 16?
18	Complete all tasks for OPA-2 Scope of Work	RT and Consultants	30-Apr-12
19	Final invoice processing and close out OPA	RT and SHRA	31-Jul-12