CITY COUNCIL

Kevin Johnson, Mayor
Angelique Ashby, Mayor Pro Tem, District 1
Allen Warren, Vice Mayor, District 2
Jeff Harris, District 3
Steve Hansen, District 4
Jay Schenirer, District 5
Eric Guerra, District 6
Rick Jennings, II, District 7
Larry Carr, District 8

CHARTER OFFICERS

James Sanchez, City Attorney
Shirley Concolino, City Clerk
John F. Shirey, City Manager
Russ Fehr, City Treasurer

City of SACRAMENTO

Agenda

City Council
Financing Authority
Housing Authority
Public Financing Authority
Redevelopment Agency
Successor Agency

City Hall-Council Chamber
915 I Street, 1st Floor
Published by the Office of the City Clerk
(916) 808-5163

Tuesday, September 1, 2015
6:00 p.m.

NOTICE TO THE PUBLIC

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- The Presiding Officer may further limit the time allotted for public comments per speaker or in total for the orderly conduct of the meeting and such limits shall be fairly applied.

AGENDA

Tuesday, September 1, 2015

6:00 p.m.

City Hall – 915 I Street- First Floor Council Chamber

All items listed are heard and acted upon by the Sacramento City Council unless otherwise noted.

Open Session - 6:00 p.m.

Roll Call

Pledge of Allegiance

Closed Session Report

Consent Calendar Estimated Time: 5 minutes

All items listed under the Consent Calendar are considered and acted upon by one Motion. Anyone may request an item be removed for separate consideration.

1. Approval of City Council Meeting Minutes

Report # 2015-00775

Location: Citywide

Recommendation: Pass a Motion approving the City Council Meeting Minutes dated July 14, July 21, and July 28, 2015.

Contact: Shirley Concolino, MMC, City Clerk, (916) 808-5442, Office of the City Clerk

2. Confirmation of Board and Commission Appointments

Report # 2015-00787

Location: Citywide

Recommendation: Pass a Motion confirming board/commission appointment(s): 1) Ethel MacLeod Hart Trust Fund Advisory Committee – David Pacheco (Seat 7); 2) Retirement Hearing Commission – Walena Gaspard (Seat C); 3) Sacramento Housing and Redevelopment Commission – Staajabu Staajabu (Seat 5); 4) Sacramento Youth Commission – Abrina LeMar (Seat O); and 5) Utilities Rate Advisory Commission – Andrew Day (Seat 4), Ryan McManus (Seat 6), and Timothy Horner (Seat 2).

Contact: Wendy Klock-Johnson, Assistant City Clerk, (916) 808-7509; Phoebe Schueler, Senior Deputy City Clerk, (916) 808-7605, Office of the City Clerk

3. **Agreement for Funding Operations of the Comprehensive Alcohol Treatment Center**
Report # 2015-00751
Location: Citywide
Recommendation: Pass a **Resolution** 1) authorizing the City Manager or his designee to enter into a Memorandum of Understanding with the Sacramento Housing and Redevelopment Agency (SHRA) to administer the Comprehensive Alcohol Treatment Center (CATC) for an amount not to exceed $708,351; and 2) amending the SHRA budget to account for the $708,351 CATC program funds.
Contact: Emily Halcon, Homeless Services Coordinator, (916) 808-7896, Office of the City Manager

4. **Support League of California Cities' Priorities for the Extraordinary Legislative Session on Transportation**
Report # 2015-00768
Location: Citywide
Recommendation: Pass a **Resolution** supporting the League of California Cities priorities for transportation infrastructure funding.
Contact: Randi L. Knott, Director of Government Affairs, (916) 808-5771, Office of the City Manager

5. **July 2015 Monthly Investment Transactions Report**
Report # 2015-00750
Location: Citywide
Recommendation: Receive and file.
Contact: John Colville, Chief Investment Officer, (916) 808-8297, Office of City Treasurer

6. **(Pass for Publication) Park Plaza Walgreens Project (P12-016)**
Report # 2015-00713
Location: 1600 – 1620 West El Camino Avenue, District 3
Recommendation: 1) Review a) a Resolution determining that the project is exempt under CEQA Guidelines Section 15332-Infill Development; b) a Resolution approving the General Plan Amendment to change approximately 0.08 acres from a Parks and Recreation to a Suburban Center designation; c) a Resolution approving the Planned Unit Development (PUD) Guidelines Amendment to modify landscape, parking, and signage criteria in the Creekside Oaks PUD; d) a Resolution approving the Park Plaza Walgreens' Tentative Map and Site Plan and Design Review to develop an approximately 15,019 square-foot retail building in the Shopping Center PUD (SC-PUD) zone; and e) an Ordinance rezoning approximately 0.08 acres from Office Business Low-Rise Mixed-Use Planned Unit Development (OB-PUD) to SC-PUD; and 2) pass for publication the Ordinance title as required by Sacramento City Charter 32c and continue to September 8, 2015 for adoption.
Contact: David Hung, Associate Planner, (916) 808-5530; Lindsey Alagozian, Senior Planner, (916) 808-2659, Community Development Department

7. **(City Council/Redevelopment Agency Successor Agency) Acquisition of 408 J Street**
Report # 2015-00770
Location: 408 J Street, District 4
Recommendation: 1) Pass a **City Council Resolution** authorizing a) acquisition of 408 J Street for $1.64 million, b) execution of the Compensation Agreements with the taxing entities, c) transfer of $1.64 million from the Arco Arena Debt Service Fund (Fund 4010) to the Innovation and Growth Fund (Fund 2031) and expenditure authority to disburse $1.64 million from Fund 2031 to the County Auditor-Controller for the purchase of property at 408 J Street, d) the deposit the City's share of the 408 J Street sale proceeds received from the County Auditor-Controller to Fund 2031; and 2) pass a **Redevelopment Agency Successor Agency Resolution** authorizing a) the sale of 408 J Street to the City of Sacramento for the appraised value of $1.64 million, and b) the execution of the grant deed by the City Manager.
Contact: Leslie Fritzsche, Senior Project Manager, (916) 808-7223, Economic Development Department

8. **Abandon Formation Proceedings for Sacramento Streetcar Community Facilities District (CFD) No. 2015-01**
Report # 2015-00009
Location: District 4
Recommendation: Pass a **Resolution** abandoning proceedings related to the formation of the Sacramento Streetcar Community Facilities District No. 2015-01.
Contact: Sheri Smith, Program Specialist, (916) 808-7204; Mark Griffin, Program Manager, (916) 808-8788, Department of Finance

9. **Authority to Collect and Examine Utility Users Tax on Prepaid Wireless**
Report # 2015-00726
Location: Citywide
Recommendation: Pass 1) a **Resolution** authorizing the City Manager to execute an agreement with the State Board of Equalization for implementation of the Local Prepaid Mobile Telephony Services Collection Act; and 2) a **Resolution** authorizing the examination of prepaid mobile telephony services surcharge and local charge records.
Contact: Brad Wasson, Revenue Manager, (916) 808-5844, Department of Finance

10. **Labor Agreement: Western Council of Engineers** (Published for Review 08/20/2015)
Report # 2015-00752
Location: Citywide
Recommendation: Pass a **Resolution** approving the Memorandum of Understanding between the Western Council of Engineers and the City of Sacramento.
Contact: Shelley Banks-Robinson, Manager, Labor Relations, (916) 808-5541, Human Resources Department

11. Agreement: Forensic Medical Examination Services for Sexual Assault, Child Abuse, Physical Abuse, Neglect and Violence Against Women's Act (VAWA)
[Published for Review 08/20/2015]
Report # 2015-00737
Location: Citywide
Recommendation: Pass a Motion to: 1) authorize the City Manager, or City Manager's designee, to execute an agreement with Sutter Medical Foundation (SMF) (Initial term of one year and options to extend for four additional one-year terms, up to a total agreement term of five years) to perform sexual assault, child abuse, physical abuse, neglect and VAWA forensic examinations, for an annual amount of $250,000 and a total agreement not-to-exceed amount of $1,250,000; and 2) authorize the City Manager, or City Manager's designee, to enter into such extension(s) for the foregoing annual not-to-exceed amount, provided that sufficient funds are available in the budget adopted for the applicable Fiscal Year(s).
Contact: Marc Coopwood, Police Captain, Investigations, (916) 808-0551, Police Department

12. Parking Enforcement Citation and Arrest Authority
Report # 2015-00747
Location: Citywide
Recommendation: Pass a **Resolution** granting citation and arrest authority to new parking enforcement officers.
Contact: Matt Eierman, Parking Services Manager (916) 808-5849, Department of Public Works

13. Contract: Cervantes Park Expansion Project (K15125102)
Report # 2015-00754
Location: District 4
Recommendation: Pass a **Resolution**: 1) approving the Plans and Specifications for the Cervantes Park Expansion Project (K15125102); 2) transferring $136,200 (Fund 3204) from the Plaza Cervantes Improvements Project (L19111200) to the Freeport Boulevard Bike Lane Project (K15125100) for the Cervantes Park Expansion Project (K15125102); 3) appropriating $55,000 (Fund 3204) in Park Impact Fee Contingency to the Freeport Boulevard Bike Lane Project (K15125100) for the Cervantes Park Expansion Project (K15125102); and 4) awarding a construction contract to Olympic Land Construction for an amount not to exceed $284,997.
Contact: Adam Randolph, Associate Civil Engineer, (916) 808-7803; Nicholas Theocharides, Engineering Services Manager, (916) 808-5065, Department of Public Works

14. Contract: L Street 18th-20th Sewer Replacement Project (PN: X14010086)
Report # 2015-00727
Location: District 4
Recommendation: Pass a **Resolution** 1) approving the contract plans and specifications for the L Street 18th-20th Sewer Replacement Project; 2) awarding the contract to CSI Engineering for an amount-not-to exceed $274,876; and 3) authorizing the transfer of Base CIP Wastewater funds (X14000500, fund 6320) in the amount of $193,000 to the Combined Sewer System Project (X14010000).

Contact: Dan Sherry, Engineering & Water Resources Manager, (916) 808-1416; Brett Grant, Supervising Engineer, (916) 808-1413, Department of Utilities

15. Department of Water Resources Water-Energy Grant Award and Supplemental Agreement for District Metered Areas for Water Loss Control

Report # 2015-00729

Location: Citywide

Recommendation: Pass a **Resolution** authorizing the City Manager or the City Manager's designee to 1) establish the newly awarded California Department of Water Resources (DWR) Water-Energy Grant project (G14160100) to utilize funding awarded for District Metered Area (DMA) Management for Water Loss Control; 2) establish revenue and expenditure budgets in an amount not to exceed $2,500,000; and 3) execute Supplemental Agreement No. 1 to Agreement 2014-1006 with Water Systems Optimization, Inc. to continue and augment the DMAs Program for Water Loss Control for an additional amount of $650,504, bringing the agreement's total not-to-exceed amount to $819,897.

Contact: Michael Malone, Operations Manager, (916) 808-6226; Julie Friedman, Program Specialist, (916) 808-7898, Department of Utilities

16. Agreement: National Pollutant Discharge Elimination System (NPDES) Program Stormwater Monitoring Services (I14010200)

Report # 2015-00741

Location: Citywide

Recommendation: Pass a Motion authorizing the City Manager or City Manager's designee to execute a Professional Services Agreement with Larry Walker Associates, Inc., to provide Stormwater Monitoring Services for FY2015/2016 for an amount not to exceed $600,000.

Contact: Dan Sherry, Engineering & Water Resources Manager, (916) 808-1419; Sherill Huun, Supervising Engineer, (916) 808-1455, Department of Utilities

17. 2013-2017 Consolidated Plan Substantial Amendment to include Housing Initiative and Promise Zone Areas (Continued from 08/25/2015)

Report # 2015-00673

Location: Citywide

Recommendation: Pass a **Resolution** adopting the 2013-2017 Consolidated Plan Substantial Amendment and authorizing submittal to the United States Department of Housing and Urban Development

Contact: Geoffrey Ross, Program Manager, (916) 440-1393, Sacramento Housing and Redevelopment Agency

Public Hearings

Public hearings may be reordered by the Mayor at the discretion of the legislative bodies.

18. Mixed Income Housing Ordinance Update (LR15-002) [Noticed 08/21/2015; Passed for Publication 08/25/2015; Published 08/28/2015]
Report # 2015-00668 **Estimated Time: 60 minutes**
Location: Citywide
Recommendation: Conduct a public hearing and upon conclusion, pass an **Ordinance** a) repealing and reenacting chapter 17.712 and b) adding section 17.808.260 to the Sacramento City Code, relating to residential projects contributing to the construction of affordable housing; 2) a **Resolution** establishing permit fees for new residential development; and 3) a **Resolution** adopting the Residential Nexus Analysis for the Housing Impact Fee authorized by Chapter 17.712 of the Sacramento City Code.
Contact: Greg Sandlund, Acting Infill Coordinator, (916) 808-8931; Jim McDonald AICP, CFM, Interim Principal Planner, (916) 808-5723, Community Development Department

Discussion Calendar

Discussion calendar items include an oral presentation including those recommending “receive and file”.

19. Update on Deployment of Park Maintenance Services
Report # 2015-00771 **Estimated Time: 45 minutes**
Location: Citywide
Recommendation: Receive and file.
Contact: Josette Reina, Administrative Officer, (916) 808-1956, Department of Parks and Recreation

Public Comments-Matters Not on the Agenda (2 minutes per speaker)

Council Comments-Ideas, Questions and Meeting/Conference Reports

Adjournment

Meeting Date: **9/1/2015**

Report Type: Consent

Report ID: 2015-00775

City of SACRAMENTO 01

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Title: Approval of City Council Meeting Minutes

Location: Citywide

Recommendation: Pass a Motion approving the City Council Meeting Minutes dated July 14, July 21, and July 28, 2015.

Contact: Shirley Concolino, MMC, City Clerk, (916) 808-5442, Office of the City Clerk

Presenter: None

Department: City Clerk
Division: City Clerk
Dept ID: 04001011
Attachments:
1-Description/Analysis
2-July 14, 2015 DRAFT Minutes
3-July 21, 2015 DRAFT Minutes
4-July 28, 2015 DRAFT Minutes
5-July 28, 2015 Supplemental DRAFT Minutes

Approvals/Acknowledgements

Department Director or Designee: Shirley Concolino - 8/15/2015 4:10:39 PM

Description/Analysis

Issue Detail: It is best practice for the legislative body to approve the minutes for each meeting.

Policy Considerations: Per the City Charter, the City Council shall require the City Clerk to keep a permanent record of its proceedings showing all action considered and taken, motions and records, the text of ordinances and resolutions introduced or adopted and all amendments thereto proposed or adopted, and the vote of each councilmember regarding any matter before the Council or any committee thereof.

Economic Impacts: None.

Environmental Considerations: None.

Sustainability: None.

Commission/Committee Action: None.

Rationale for Recommendation: After each Council meeting, the City Clerk composes the DRAFT Minutes noting the action taken by the legislative body. Those DRAFT Minutes are presented to the Council for its approval as a permanent record of the meeting actions.

Financial Considerations: None.

Local Business Enterprise (LBE): None.

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City of SACRAMENTO

DRAFT Minutes

City Council
Financing Authority
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City Hall-Council Chamber
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DRAFT MINUTES

Tuesday, July 14, 2015

6:00 p.m.

City Hall – 915 I Street- First Floor Council Chamber

All items listed are heard and acted upon by the Sacramento City Council unless otherwise noted.

Open Session - 6:00 p.m.

Regular session called to order by Vice Mayor Allen Warren at 6:08 p.m. Tuesday, July 14, 2015 at the Sacramento City Hall Council Chamber.

Members Present: Angelique Ashby, Eric Guerra, Steve Hansen, Jeff Harris, Rick Jennings, Jay Schenirer, and Allen Warren

Members Absent: Member Larry Carr and Mayor Kevin Johnson

Pledge of Allegiance– led by Steve Hansen

Special Presentations/General Communications

a. Recognizing Vietnamese Delegation from Ho Chi Minh City
Action: Withdrawn

Consent Calendar **Estimated Time: 5 minutes** (Actual Time: 5 minutes)

Action: Moved/Seconded: Member Rick Jennings / Member Eric Guerra
Yes: Members Angelique Ashby, Eric Guerra, Steve Hansen, Jeff Harris, Rick Jennings, Jay Schenirer, and Allen Warren
Absent: Member Larry Carr and Mayor Kevin Johnson.

A motion **passed** to adopt the Consent Calendar in one motion except as indicated at each item.

1. Approval of City Council Meeting Minutes
Report # 2015-00607
Location: Citywide
Action: Passed **Motion No. 2015-0172** approving the City Council Meeting Minutes dated June 2, June 3, June 16, and June 23, 2015.
Contact: Shirley Concolino, City Clerk, (916) 808-5442, Office of the City Clerk

2. Confirmation of Board and Commission Appointments

Report # 2015-00601

Location: Citywide

Action: Passed **Motion No. 2015-0173** confirming board/commission appointment(s): 1) Planning and Design Commission – Phil Pluckebaum (Seat 3); 2) Community Racial Profiling Commission – Bishop Chris Baker (Seat I) and Ranon Maddox (Seat J); 3) Housing Code Advisory and Appeals Board – Barry Chamberlain (Seat E), Melisa Gaudreau (Seat A), and Vern Gore (Seat B); and 4) Sacramento Housing and Redevelopment Commission – Tawny Macedo (Seat 2) and Michael Rios (Seat 4).

Contact: Wendy Klock-Johnson, Assistant City Clerk, (916) 808-7509; Phoebe Schueler, Senior Deputy City Clerk, (916) 808-7605, Office of the City Clerk

3. Updated Conflict of Interest Code

Report # 2015-00602

Location: Citywide

Action: Public comment heard from Mac Worthy; passed **Resolution No. 2015-0215** amending the Conflict of Interest Code for the City of Sacramento.

Contact: Wendy Klock-Johnson, Assistant City Clerk, (916) 808-7509; Shirley Concolino, City Clerk, (916) 808-5442, Office of the City Clerk

4. June 2, 2015 Special Election Results for the Sacramento Streetcar Community Facilities District 2015-01

Report # 2015-00641

Location: Citywide

Action: Passed **Resolution No. 2015-0216** declaring the results of the June 2, 2015 Special Vote by Mail Election as certified by the County of Sacramento Registrar of Voters.

Contact: Shirley Concolino, City Clerk, (916) 808-5442, Office of the City Clerk

5. May 2015 Monthly Investment Transactions Report

Report # 2015-00574

Location: Citywide

Action: Received and filed.

Contact: John Colville, Chief Investment Officer, (916) 808-8297, Office of the City Treasurer

6. Agreement: Water Forum Analytical and Technical Support

Report # 2015-00604

Location: Citywide

Action: Passed **Motion No. 2015-0174** authorizing the City Manager, or his designee, to: 1) execute a professional services agreement with Lilly Allen to provide analytical and technical support services for City-County Office of Water Planning (CCOMWP) projects, for an initial one-year term with up to four one-year extensions, for an amount not to exceed $580,800 over the maximum five-year term; and 2) approve the annual term extensions subject to funding availability in the budget approved for the applicable fiscal year.

Contact: Tom Gohring, Executive Director, (916) 808-1998, City-County Office of Metropolitan Water Planning

7. Agreement: Citywide Purchases of Ergonomic Office Equipment and Furniture
Report # 2015-00642
Location: Citywide
Action: Passed **Motion No. 2015-0175**: 1) authorizing the City Manager or the City Manager's designee to award a contract for two years with an optional one-year extension to: Office Relief for an amount not-to-exceed $232,470 for the purchase of a variety of ergonomic equipment and furniture citywide; and 2) authorizing the City Manager or his designee to issue the required purchase orders for each fiscal year to Office Relief during the term of the contract.
Contact: Geri Hamby, Director, (916) 808-7173; Barbara Brenner, Human Resources Manager (916) 808-7785, Department of Human Resources

8. Authorization for the Civil Service Board to Acquire Hearing Officers
Report # 2015-00643
Location: Citywide
Action: Passed **Motion No. 2015-0176** authorizing the Civil Service Board to acquire hearing officers as necessary.
Contact: Geri Hamby, Director/Board Secretary, (916) 808-7173, Department of Human Resources; Michael Voss, Senior Deputy City Attorney / Board Attorney, (916) 808-5346, Office of the City Attorney

9. Contract: Westhampton Park Playground and Landscape Renovation (L19174100)
Report # 2015-00573
Location: District 1
Action: Passed **Motion No. 2015-0177**: 1) approving the construction plans and specifications for: Westhampton Park Playground and Landscape Renovation project (L19174100); 2) awarding the contract to Olympic Land Construction for an amount not to exceed $124,250; and 3) authorizing the City Manager or City Manager's designee to execute the contract with Olympic Land Construction for an amount not to exceed $124,250.
Contact: C. Gary Hyden, Supervising Landscape Architect, (916) 808-1949, Department of Parks and Recreation

10. Designating the Sand Cove Parking Area as a Municipal Parking Lot
Report # 2015-00630
Location: 2005 Garden Highway, District 4
Action: Passed **Resolution No. 2015-0217:** 1) designating Sand Cove Park as a municipal parking lot under City Code Section 10.44.050; 2) authorizing the City Manager to impose parking fees at Sand Cove Park, and 3) establishing a new Capital Improvement Project (CIP) in the Parking Fund (Fund 6004), City Parks Parking Lot Improvement Project (V15551900).
Contact: Shannon Brown, Interim Operations Manager, (916) 808-4070, Jim Combs, Director, (916) 808-8526, Department of Parks and Recreation; Matt Eierman, Parking Manager, (916) 808-5849, Department of Public Works

11. Contract: Maintenance of Mid-Sacramento Class 1 Bikeways
Report # 2015-00581
Location: Districts 2, 3, 4, and 6
Action: Passed **Motion No. 2015-0178** awarding a one-year non-professional services agreement for the maintenance of the Mid-Sacramento Class 1 Bikeways with Roush Landscape Services, for an amount not to exceed $42,000 and options to extend the agreement for up to two additional one-year periods, with the total amount of the agreement, including the optional two one-year extensions, not to exceed $126,000.
Contact: Jim Horton, Program Specialist, (916) 808-5567; Juan Montanez, Streets Manager, (916) 808-2254, Department of Public Works

12. Contract: Maintenance of South-Sacramento Class 1 Bikeways
Report # 2015-00582
Location: Districts 4, 5, 6, 7, and 8
Action: Passed **Motion No. 2015-0179** awarding a one-year non-professional services agreement for the maintenance of the South Sacramento Class 1 Bikeways with New Image Landscape Company, for an amount not to exceed $38,242 and options to extend the agreement for up to two additional one-year periods, with the total amount of the agreement, including the optional two one-year extensions, not to exceed $111,378.
Contact: Jim Horton, Program Specialist, (916) 808-5567; Juan Montanez, Streets Manager, (916) 808-2254, Department of Public Works

13. Contract: Maintenance of West Natomas Class 1 Bikeways
Report # 2015-00583
Location: Districts 1, 2, and 3
Action: Passed **Motion No. 2015-0180** awarding a one-year non-professional services agreement for the maintenance of the West Natomas Class 1 Bikeways with Roush Landscape Services, for an amount not to exceed $42,000 and options to extend the agreement for up to two additional one-year periods, with the total amount of the agreement, including the optional two one-year extensions, not to exceed $126,000.
Contact: Jim Horton, Program Specialist, (916) 808-5567; Juan Montanez, Streets Manager, (916) 808-2254, Department of Public Works

14. Contract: Maintenance of East Natomas Class 1 Bikeways
Report # 2015-00584
Location: Districts 2 and 3
Action: Passed **Motion No. 2015-0181** awarding a one-year non-professional services agreement for the maintenance of the East Natomas Class 1 Bikeways with Roush Landscape Services, for an amount not to exceed $40,800, and options to extend the agreement for up to two additional one-year periods, with the total amount of the agreement, including the optional two one-year extensions, not to exceed $122,400.
Contact: Jim Horton, Program Specialist, (916) 808-5567; Juan Montanez, Streets Manager, (916) 808-2254, Department of Public Works

15. Change Order No. 3 for R Street Improvements Project from 16th Street to 18th Street (T15068301)

Report # 2015-00591

Location: District 4

Action: Passed **Motion No. 2015-0182:** 1) authorizing the City Manager to execute Change Order No. 3 for an amount not to exceed $35,680 with Teichert Construction for the R Street Improvements Project from 16th Street to 18th Street; 2) Ratifying the City Manager's previously approved Change Orders No. 1 and No.2; and 3) resetting the administrative authority to issue change orders for City Agreement No. 2014-0996 with Teichert Construction for the R Street Improvements Project from 16th Street to 18th Street.

Contact: Zuhair Amawi, Associate Civil Engineer (916) 808-7620; Nicholas Theocharides, Engineering Services Manager (916) 808-5065, Department of Public Works

16. Lease Agreement for 1013 L Street with Cornflower Creamery, LLC

Report # 2015-00625

Location: 1013 L Street, District 4

Action: Passed **Resolution No. 2015-0218:** 1) determining that, pursuant to City Code Section 3.68.110, the leasing of 1013 L Street without bidding is in the best interest of the City; 2) authorizing the City Manager to execute a lease agreement with Cornflower Creamery, LLC for an initial lease term of five years with two additional three-year options to extend; and 3) authorizing the City Manager to execute minor lease amendments pursuant to City Code Section 3.68.120.

Contact: Erika Galang, Program Specialist (916) 808-8572; Matt Eierman, Parking Services Manager (916) 808-5849, Department of Public Works

17. Consent to Assignment of City Agreement 2011-0642 for 1019 L Street

Report # 2015-00626

Location: 1019 L Street, District 4

Action: Passed **Motion No. 2015-0183** authorizing the City Manager to execute a Consent to Assignment agreement approving the assignment of City Agreement 2011-0642 from Lisa Paskaly, owner of The Chefs' Olive Mix, to Gabriel Silva, Jr., owner of Total Body Nutrition, LLC.

Contact: Erika Galang, Program Specialist, (916) 808-8572; Matt Eierman, Parking Services Manager, (916) 808-5849, Department of Public Works

18. Contract: Acacia Avenue Safe Routes to School Project (T15135700)

Report # 2015-00634

Location: District 2

Action: Passed **Resolution No. 2015-0238:** 1) approving the Plans and Specifications for the Acacia Avenue Safe Routes to School Project (T15135700); 2) transferring $152,842 (Fund 2025) from the Pedestrian Improvement Program (T15100400) to the Acacia Avenue Safe Routes to School Project (T15135700); 3) awarding a construction contract to McGuire and Hester for an amount not to exceed $584,135; and 4) authorizing the City Manager to execute a construction contract with McGuire and Hester for an amount not to exceed $584,135 for the Acacia Avenue Safe Routes to School Project (T15135700).

Contact: Adam Randolph, Associate Civil Engineer, (916) 808-7803; Nicholas Theocharides, Engineering Services Manager, (916) 808-5065, Department of Public Works

19. Approve Preliminary Plans and Adopt Environmental Document for the Vinci Avenue Bridge Improvements Project (T15125500)
Report # 2015-00635
Location: District 2
Action: Passed **Resolution No. 2015-0219**: 1) approving the Preliminary Plans for the Vinci Avenue Bridge Improvements Project (T15125500); and 2) adopting the Mitigated Negative Declaration and Mitigation Reporting Program for the Vinci Avenue Bridge Improvements Project (T15125500).
Contact: Adam Randolph, Associate Civil Engineer, (916) 808-7803; Nicholas Theocharides, Engineering Services Manager, (916) 808-5065, Department of Public Works

20. Contract: Meter Shop Electrical Improvements Project
Report # 2015-00536
Location: District 5
Action: Passed **Resolution No. 2015-0220:** 1) approving the contract plans and specifications for the Meter Shop Electrical Improvements Project; 2) awarding the contract to J.R. Sharp Construction, in an amount not-to-exceed $99,000; and 3) authorizing budget transfers to fund the project.
Contact: Dan Sherry, Engineering & Water Resources Manager, (916) 808-1419; Dave Hansen, Supervising Engineer, (916) 808-1421, Department of Utilities

21. Contract: Land Park Water Main Replacement Phase 2 (Published for Review 06/18/2015)
Report # 2015-00544
Location: District 4
Action: Passed **Motion No. 2015-0185:** 1) approving the contract plans and specifications for the Land Park Water Main Replacement Project Phase 2; and 2) awarding the contract to Marques Pipeline in an amount not to exceed $5,140,950.
Contact: Dan Sherry, Engineering & Water Resources Manager, (916) 808-1419; Michelle Carrey, Supervising Engineering, (916) 808-1438, Department of Utilities

22. Agreement: 200-Year Natomas Internal Drainage Engineering Services
Report # 2015-00605
Location: Citywide
Action: Passed **Motion No. 2015-0186** authorizing the City Manager, or the City Manager's designee, to execute a Professional Services Agreement with Mead & Hunt for engineering services to assist in meeting the State of California's 200-year flood level requirement for the Natomas Internal Drainage Canals, in an amount not-to-exceed $205,648.
Contact: Dan Sherry, Engineering & Water Resources Manager, (916) 808-1419; Tony Bertrand, Supervising Engineer, (916) 808-1461, Department of Utilities

23. Supplemental Agreement: Implementation of Integrated Planning and Asset Management Process and Action Plan
Report # 2015-00608
Location: Citywide
Action: Passed **Motion No. 2015-0187** authorizing the City Manager or the City Manager's designee to execute Supplemental Agreement No. 1 to City Agreement No. 2014-0690 with MWH Americas, Inc. to provide for implementation of the Integrated Planning and Asset Management Process and Action Plan in an amount of $705,270, bringing the agreement's total not-to-exceed amount to $874,592.
Contact: Susan Goodison, Business Services Manager, (916) 808-8995; Rick Matsuo, Supervising Engineer, (916) 808-1728, Department of Utilities

Public Hearings

Public hearings may be reordered by the Mayor at the discretion of the legislative bodies.

24. Citywide Landscaping & Lighting Assessment District (Noticed 07/02/2015)
Report # 2015-00163 **Estimated Time: 5 minutes** (Actual Time: 3 minutes)
Location: Citywide

Action: Moved/Seconded: Member Jay Schenirer / Member Steve Hansen
Yes: Members Angelique Ashby, Eric Guerra, Steve Hansen, Jeff Harris, Rick Jennings, Jay Schenirer, and Allen Warren
Absent: Member Larry Carr and Mayor Kevin Johnson

Conducted a public hearing and upon conclusion passed **Resolution No. 2015-0221** confirming diagram, and assessment and levying the assessment for Fiscal Year (FY) 2015/16 for the Citywide Landscaping and Lighting Assessment District.
Contact: Diane Morrison, Program Specialist, (916) 808-7535; Mark Griffin, Manager, (916) 808-8788, Department of Finance

25. Del Paso Boulevard Property and Business Improvement District No. 2015-03
(Noticed 05/27/2015)
Report # 2015-00207 **Estimated Time: 5 minutes** (Actual Time: 8 minutes)
Location: District 2

Action: Moved/Seconded: Member Eric Guerra / Member Jeff Harris
Yes: Members Angelique Ashby, Eric Guerra, Steve Hansen, Jeff Harris, Rick Jennings, and Jay Schenirer
Absent: Member Larry Carr and Mayor Kevin Johnson
Abstain: Member Allen Warren (recusal)

Conducted a public hearing with public comment heard from Mac Worthy and Lola Acosta; and upon conclusion passed **Motion No. 2015-0188** directing the City Clerk to: 1) tabulate the assessment ballots submitted and not withdrawn before the hearing is closed; and 2) bring back as a Consent item on July 21, 2015, with the tabulation results.
Contact: Sini Makasini, Administrative Analyst, (916) 808-7967; Mark Griffin, Manager, (916) 808-8788, Department of Finance

26. Sacramento Commons Mixed-Use Development Project (P14-012) [Passed for Publication 06/23/2015; Published 06/26/2015; Noticed 07/02/2015]
Report # 2015-00539 **Estimated Time: 90 minutes** (Actual Time: 186 minutes)
Location: District 4

Action: Moved/Seconded: Member Steve Hansen / Member Jay Schenirer

Yes: Members Eric Guerra, Steve Hansen, Jeff Harris, Rick Jennings, Jay Schenirer, and Allen Warren

No: Member Angelique Ashby

Absent: Member Larry Carr and Mayor Kevin Johnson

Conducted a public hearing with public comment heard from Dave Eadie, Judy Stanley, Jane Kryski-Morris, Lorraine Brown, Phyllis Ehlert, Timothy Gagen,Tim Murphy, Luree Stetson, Edward Jackson, Jim Pachl, Karen Jacques, Judith Lamare, Barry Wasserman, Nancy Olsen, Mikey Hothi, James Reece, Nita Davidson, Susan Ballew, Chris Worden, Frank Damiata, Vivian Gerlach, Mac Worthy, Dan Pskowski, Mike Wiley, Pauline Hutton, Jeanne Johnson, Carr Kunze, Larry Robinson, Emilie Cameron, Eva Nunez, Oliver Ponce, Justin Wood, David Crowe, Barbara Shepard, William Burg, Glenn Snyder, Christian Rak, Gretchen Steinberg, Alan Steinberg, Mike McKeever, and upon conclusion passed 1) **Resolution No. 2015-0222** certifying an Environmental Impact Report (EIR) and approving a Mitigation Monitoring and Reporting Program; 2) **Ordinance No. 2015-0021 as amended** adopting a Development Agreement; 3) **Ordinance No. 2015-0022** to Rezone from High-Rise Residential (R-5) to High-Rise Residential (R-5 PUD); 4) **Resolution No. 2015-0223** approving the Planned Unit Development (PUD) Establishment to create the Sacramento Commons PUD Guidelines and Schematic Plan; 6) **Resolution No. 2015-0224** approving a Water Supply Assessment Report; and 7) **Resolution No. 2015-0225 as amended** approving a Tentative Map to subdivide the 10.13 net acre site into six parcels and Site Plan and Design Review for a master planned community; and 8) **Motion No. 2015-0189** directing that the City endeavor to prioritize funds paid by the applicant toward the Downtown Development Impact Fee Program for projects consistent with the City's Sacramento Grid 2.0 Plan.
Contact: Evan Compton, Senior Planner, (916) 808-5260, Community Development Department

27. Considering the Nominated Capitol Towers Historic District and Contributing Resources (M15-001) [Passed for Publication 06/23/2015; Published 06/26/2015; Noticed 07/02/2015]
Report # 2015-00557 **Estimated Time: 30 minutes** (Actual Time: 32 minutes)
Location: District 4

Action: Moved/Seconded: Member Steve Hansen /Member Jay Schenirer

Yes: Members Eric Guerra, Steve Hansen, Jeff Harris, Jay Schenirer, and Allen Warren

No: Members Angelique Ashby and Rick Jennings

Absent: Member Larry Carr and Mayor Kevin Johnson

Conducted a public hearing with public comment heard from Judy Kay Stanley, Dave Eadie, Karen Jacques, Carr Kunze, Vivian Gerlach, William Burg and Alan Steinberg; upon conclusion passed **Motion No. 2015-0190** rejecting the Preservation Commission recommendation and instead directing the City Manager to initiate proceedings to consider Capitol Towers highrise and the Overhoff Wall as Landmarks in the Sacramento Register.
Contact: Elise Gumm, Associate Planner, 916-808-1927; Roberta Deering, Preservation Director, 916-808-8259, Community Development Department

Public Comments-Matters Not on the Agenda (2 minutes per speaker)

1. Homeless
   a. Jonathan Gainsbrugh
2. Email Destruction
   a. Erik Smitt
   b. Rick Stevenson
   c. Joe Rubin
3. Misc.
   a. Mac Worthy

Council Comments-Ideas, Questions and Meeting/Conference Reports

1. Information Requests
   a. Member Hansen
      1. Review Vision Zero Program for its applicability for Sacramento
      2. Request to move the Alhambra Corridor eastern boundary to mitigate midtown impacts

2. Board/Commission Appointments
   a. Sacramento Youth Commission
      1. Melissa Louopeda (District 1)
      2. Owen Wurgler (District 1)

Adjourned – 10:05 p.m. in memory of Rob Sperling

CITY COUNCIL

Kevin Johnson, Mayor
Angelique Ashby, Mayor Pro Tem, District 1
Allen Warren, Vice Mayor, District 2
Jeff Harris, District 3
Steve Hansen, District 4
Jay Schenirer, District 5
Eric Guerra, District 6
Rick Jennings, II, District 7
Larry Carr, District 8

CHARTER OFFICERS

James Sanchez, City Attorney
Shirley Concolino, City Clerk
John F. Shirey, City Manager
Russ Fehr, City Treasurer

City of SACRAMENTO

DRAFT Minutes

City Council
Financing Authority
Housing Authority
Public Financing Authority
Redevelopment Agency
Successor Agency

City Hall-Council Chamber
915 I Street, 1st Floor
Published by the Office of the City Clerk
(916) 808-5163

Tuesday, July 21, 2015
6:00 p.m.

NOTICE TO THE PUBLIC

You are welcomed and encouraged to participate in this meeting. Public comment is taken on items listed on the agenda when they are called. Public Comment on items not listed on the agenda will be heard as noted on the agenda. Comments on controversial items may be limited and large groups are encouraged to select 3-5 speakers to represent the opinion of the group. **Speaker slips are available on the City's Website and located in racks inside the chamber and should be completed and submitted to the Assistant City Clerk.**

Government Code 54950 (The Brown Act) requires that a brief description of each item to be transacted or discussed be posted at least 72 hours prior to a regular meeting. The City posts meeting agendas on the City website, at City Hall as well as offsite meeting locations. The order and estimated time for agenda items are listed for reference and may be taken in any order deemed appropriate by the legislative body.

The agenda provides a general description and staff recommendation; however, the legislative bodies may take action other than what is recommended. Full staff reports are available for public review on the City's website and include all attachments and exhibits. "To Be Delivered" and "Supplemental" reports will be published as they are received. All meeting materials are also available at the meeting for public review. Contracts subject to the 10-day review period, as required by the Council Rules of Procedure, can be found on the City's website at: http://portal.cityofsacramento.org/Clerk/Contract-Posting

City Council meetings are broadcast live on Metrocable, Channel 14, AT&T Broadband Cable System and rebroadcast on the Saturday following the date of the meeting. Live video streams and indexed archives of meetings are available via the internet. Visit the City's official website at http://sacramento.granicus.com/ViewPublisher.php?view_id=21 .

Meeting facilities are accessible to persons with disabilities. If you require special assistance to participate in the meeting, notify the Office of the City Clerk at (916) 808-7200 at least 48 hours prior to the meeting.

Notice to Lobbyists: When addressing the legislative bodies you must identify yourself as a lobbyist and announce the client/business/organization you are representing *(City Code 2.15.160).*

General Conduct for the Public Attending Council Meetings

- Members of the public attending City Council meetings shall observe the same rules and decorum applicable to the Members and staff as noted in Chapters 3 and 4 of Council Rules of Procedure.
- Stamping of feet, whistles, yells or shouting, physically threatening conduct, and/or similar demonstrations are unacceptable public behavior and will be prohibited by the Sergeant-at-Arms.
- Lobbyists must identify themselves and the client(s), business or organization they represent before speaking to the Council.
- Members of the public wishing to provide documents to the Council shall comply with Rule 7 D of the Council Rules of Procedure.

Members of the Public Addressing the City Council

Purpose of Public Comment. The City provides opportunities for the public to address the Council as a whole in order to listen to the public's opinions regarding non-agendized matters within the subject matter jurisdiction of the City during Regular meetings and regarding items on the Agenda at all other meetings.

- Public comments should not be addressed to individual Members nor to City officials, but rather to the City Council as a whole regarding City business.
- While the public may speak their opinions on City business, personal attacks on Members and City officials, use of swear words, and signs or displays of disrespect for individuals are discouraged as they impede good communication with the Council.
- Consistent with the Brown Act, the public comment periods on the Agenda are not intended to be "Question and Answer" periods or conversations with the Council and City officials. The limited circumstances under which Members may respond to public comments are set out in Rule 8 D 2 of the Council Rules of Procedure.
- Members of the public with questions concerning Consent Calendar items may contact the staff person or the Council Member whose district is identified on the report prior to the meeting to reduce the need for discussion of Consent Calendar items and to better respond to the public's questions.

Speaker Time Limits. In the interest of facilitating the Council's conduct of the business of the City, the following time limits apply to members of the public (speakers) who wish to address the Council during the meeting.

- **Matters not on the Agenda.** Two (2) minutes per speaker.
- **Consent Calendar Items**. The Consent Calendar is considered a single item, and speakers are therefore subject to the two (2) minute time limit for the entire Consent Calendar. Consent Calendar items can be pulled at a Council member's request. Such pulled Consent Calendar items will be considered individually and up to two (2) minutes of public comment per speaker on those items will be permitted.
- **Discussion Calendar Items.** Two (2) minutes per speaker.

Time Limits per Meeting In addition to the above time limits per item, the total amount of time any one individual may address the Council at any meeting is eight (8) minutes.

- Each speaker shall limit his/her remarks to the specified time allotment.
- The Presiding Officer shall consistently utilize the timing system which provides speakers with notice of their remaining time to complete their comments. A countdown display of the allotted time will appear and will flash red at the end of the allotted time.
- In the further interest of time, speakers may be asked to limit their comments to new materials and not repeat what a prior speaker said. Organized groups may choose a single spokesperson who may speak for the group but with no increase in time.
- Speakers shall not concede any part of their allotted time to another speaker.
- The Presiding Officer may further limit the time allotted for public comments per speaker or in total for the orderly conduct of the meeting and such limits shall be fairly applied.

DRAFT MINUTES

Tuesday, July 21, 2015

6:00 p.m.

City Hall – 915 I Street- First Floor Council Chamber

All items listed are heard and acted upon by the Sacramento City Council unless otherwise noted.

Open Session - 6:00 p.m.

Regular session called to order by Vice Mayor Allen Warren at 6:07 p.m. Tuesday, July 21, 2015 at the Sacramento City Hall Council Chamber.

Members Present: Angelique Ashby, Larry Carr, Eric Guerra, Steve Hansen, Jeff Harris, Rick Jennings, Jay Schenirer, and Allen Warren

Members Absent: Mayor Kevin Johnson.

Pledge of Allegiance– led by Larry Carr

Closed Session Report – None.

Special Presentations/General Communications

a. **Recognizing ACC Senior Services (formerly known as the Asian Community Center of Sacramento Valley)**
Action: Resolution presented by Member Rick Jennings

b. **Recognizing the Chicano/Latino Youth Leadership Project Conference**
Action: Resolution presented by Member Eric Guerra

Consent Calendar Estimated Time: 5 minutes

Action: Moved/Seconded: Member Steve Hansen / Member Angelique Ashby

Yes: Members Angelique Ashby, Larry Carr, Eric Guerra, Steve Hansen, Jeff Harris, Rick Jennings, Jay Schenirer, and Allen Warren

Absent: Mayor Kevin Johnson

A motion **passed** to adopt the Consent Calendar in one motion except as indicated at each item.

1. **Agreement: Greater Sacramento Area Economic Council (Greater Sacramento)**
Report # 2015-00612
Location: Citywide
Action: Passed **Motion No. 2015-0191** authorizing the City Manager or his designee to execute an Economic Development Agreement with Greater Sacramento Area Economic Council (Greater Sacramento) in an amount not-to-exceed $190,048.
Contact: Melissa Anguiano, Economic Development Manager, (916) 808-5864, Economic Development Department

2. **Allocation of Sewer Credits to Sat Pal and Geeta Rani for the Grand Pavilion Banquet Hall and Restaurant**
Report # 2015-00654
Location: District 8
Action: Passed **Resolution No. 2015-0226** allocating 29.116 Economic Development Treatment Capacity Bank Credits to Sat Pal and Geeta Rani for the Grand Pavilion Banquet Hall located at 26 Massie Court.
Contact: Sabrina Tefft, Project Manager, (916) 808-3789, Economic Development Department

3. **Del Paso Boulevard Property and Business Improvement District No. 2015-03 Ballot Results**
Report # 2015-00208
Location: District 2

Action: Moved/Seconded: Member Larry Carr / Member Eric Guerra

Yes: Members Angelique Ashby, Larry Carr, Eric Guerra, Steve Hansen, Jeff Harris, Rick Jennings, Jay Schenirer, and Allen Warren

Absent: Mayor Kevin Johnson

Abstain: Member Allen Warren (recusal)

Public comment heard from Matt Carroll Shane Curry, Mac Worthy, Adrian Perez, Mina Perez, Mike Cheves, Lauri Hopkins, Jane MacAully, Lola Acosta; received a report on the tabulation of assessment ballots submitted and not withdrawn before the public hearing closed on July 14, 2015; and based on the results of the tabulation, passed a) **Resolution No. 2015-0227** declaring the results of the majority protest proceedings and renewing the Del Paso Boulevard PBID No. 2015-03; b) **Resolution No. 2015-0228** approving the annual Del Paso Boulevard PBID No. 2015-03 budget and levying assessment; and c) **Resolution No. 2015-0229** amending the Fiscal Year (FY) 2015/16 City budget for the Del Paso Boulevard PBID No. 2015-03.
Contact: Sini Makasini, Administrative Analyst, (916) 808-7967; Mark Griffin, Program Manager, (916) 808-8788, Department of Finance

4. **Watt Avenue Property and Business Improvement District**
Report # 2015-00571
Location: District 2
Action: Passed **Resolution No. 2015-0230** granting consent to the County of Sacramento to include six parcels within the City limits in the proposed Watt Avenue Property and Business Improvement District.
Contact: Sini Makasini, Administrative Analyst, (916) 808-7967; Mark Griffin, Manager, (916) 808-8788, Department of Finance

5. **Contracts: Extension of Janitorial Services Contracts**
Report # 2015-00663
Location: Citywide
Action: Passed **Motion No. 2015-0192:** 1) authorizing the City Manager or his designee to extend three contracts for janitorial services through October 31, 2015 to a) ABM Onsite Services – West, Inc., b) Lincoln Training Center, and c) ISS Facilities Services, Inc.; and 2) increasing the contract amount with ISS Facilities Services, Inc., by $165,000 for a new not-to-exceed amount of $3,122,500.
Contact: Gary O'Neill, Program Analyst, (916) 808-7432; Craig Lymus, Procurement Manager, (916) 808-5524, Department of Finance

6. **Award Contracts for Citywide Purchases of Plumbing Supplies** (Published for Review 07/09/2015)
Report # 2015-00579
Location: Citywide
Action: Passed **Motion No. 2015-0193**: 1) authorizing the City Manager or his designee to award two contracts for four years each to: Ferguson Company for an amount not-to-exceed $3.75 million and Pace Supply for an amount not-to-exceed $3.75 million for the purchase of a wide variety of industrial and irrigation plumbing supplies and equipment citywide; and 2) authorizing the City Manager or his designee to issue the required purchase orders for each fiscal year to the vendors during the terms of each respective contract.
Contact: Marc Robles, Procurement Analyst, (916) 808-6343; Craig Lymus, Procurement Manager, (916) 808-5524, Department of Finance

7. **Grant: Purchase of Fire Department Specialized Rescue Equipment and Hazardous Material Trailer(s) through 2015 State Homeland Security Grant Program (SHSGP)**
Report # 2015-00644
Location: Citywide
Action: Passed **Resolution No. 2015-0231:** 1) authorizing the City Manager, or his designee, to accept an amount up to $65,400 in grant funding from the 2015 State Homeland Security Grant Program (SHSGP) for the purchase of Specialized Rescue Equipment and Hazardous Material Trailer(s); 2) establishing operating grant projects for the 2015 SHSGP grant, including revenue and expenditure budgets; 3) accepting all eligible, grant expenditures related to the 2015 SHSGP grant; and 4) authorizing the City Manager, or his designee, to approve all conditions and terms to implement this grant and to assure adherence to all grant regulations.

Contact: Niko King, Assistant Chief, (916) 808-1610, Fire Department

8. Change Order: Marconi Avenue at Business 80 Overcrossing Railing Repair
Report # 2015-00636
Location: District 2
Action: Passed **Motion No. 2015-0194**: 1) approving Change Order No. 1 in an amount not to exceed $32,617 with Valentine Construction for the Marconi Avenue at Business 80 Overcrossing Rail Repair (Program Code 15572); and 2) authorizing the City Manager to execute Change Order No. 1 in an amount not to exceed $32,617 with Valentine Construction for the Marconi Avenue at Business 80 Overcrossing Rail Repair (Program Code 15572).
Contact: Josh Werner, Assistant Civil Engineer, (916) 808-8158; Nicholas Theocharides, Engineering Services Manager, (916) 808-5065, Department of Public Works

9. Highway Safety Improvement Program (Cycle 7) Grant Applications
Report # 2015-00646
Location: Citywide
Action: Passed 1) **Resolution No. 2015-0232** authorizing the City Manager or his designee to submit Highway Safety Improvement Program grant applications; 2) passed **Motion No. 2015-0195** directing staff to review the intersections of 20th Street/J Street and 18th Street/L Street to determine whether they warrant a Pedestrian Hybrid Beacon and if so, will be added to the application only if they add to the score (Benefit/Cost ratio) of the application.
Contact: Mahesh Bhatt, Associate Engineer, (916) 808-5956; and Hector Barron, City Traffic Engineer, (916) 808-2669

10. Contract: South Natomas Water Meter Retrofit Project (PN: Z14010077) [Published for Review 07/09/2015]
Report # 2015-00593
Location: District 3
Action: Passed **Motion No. 2015-0196:** 1) approving the contract plans and specifications for the South Natomas Water Meter Retrofit Project; and 2) awarding the contract to Marques Pipelines for an amount not to exceed $6,445,800.
Contact: Dan Sherry, Engineering & Water Resources Manager, (916) 808-1419; Michelle Carrey, Supervising Engineering, (916) 808-1438, Department of Utilities

11. Agreement: RMC Water and Environment for Engineering Services During Construction (PN: Z14010000)
Report # 2015-00597
Location: Districts, 2, 3, 4, 5, 6, 7, and 8
Action: Passed **Motion No. 2015-0197** authorizing the City Manager, or the City Manager's designee, to execute a Professional Services Agreement with RMC Water and Environment to provide on-call engineering services for the Water Meter Program in an amount not to exceed $600,000.
Contact: Dan Sherry, Engineering & Water Resources Manager, (916) 808-1419; Michelle Carrey, Supervising Engineer, (916) 808-1438, Department of Utilities

12. Contract: Combined-Sewer Large Flow Meter Replacements
Report # 2015-00624
Location: Districts 4 and 5
Action: Passed **Motion No. 2015-0198:** 1) approving the contract plans and specifications for the Combined-Sewer Large Flow Meter Replacements project; and 2) awarding the contract to Lords Electric Inc. for an amount not-to-exceed $174,654.
Contact: Dan Sherry, Engineering & Water Resources Manager, (916) 808-1419; Brett Grant, Supervising Engineer, (916) 808-1413, Department of Utilities

Public Hearings

Public hearings may be reordered by the Mayor at the discretion of the legislative bodies.

13. (City Council/Sacramento City Financing Authority) Authorize Issuance of 2015 Lease Revenue Refunding Bonds and Related Items (Noticed 07/07/2015)
Report # 2015-00632 **Estimated Time: 10 minutes** (Actual Time: 8 minutes)
Location: Citywide

Action: Moved/Seconded: Member Steve Hansen / Member Jay Schenirer

Yes: Members Angelique Ashby, Larry Carr, Eric Guerra, Steve Hansen, Jeff Harris, Rick Jennings, Jay Schenirer, and Allen Warren

Absent: Mayor Kevin Johnson.

Conducted a public hearing with public comment heard from Mac Worthy; and upon conclusion: 1) passed **City Council Resolution No. 2015-0233:** a) authorizing the execution and delivery of an amendment to a Master Project Lease with the Sacramento City Financing Authority; b) approving the execution and delivery of a Bond Purchase Agreement for the Sacramento City Financing Authority 2015 Refunding Revenue Bonds (Master Lease Program Facilities); c) authorizing the execution and delivery of a Continuing Disclosure Certificate for the bonds; d) approving the distribution of a Preliminary Official Statement and a Final Official Statement for the bonds; e) approving, for purposes of 26 U.S.C. §147(f), the Sacramento City Financing Authority's issuance and sale of the bonds; and f) authorizing certain other actions in connection with the bonds; and 2) passed **Sacramento City Financing Authority Resolution No. 2015-0001:** a) authorizing the issuance, sale, and delivery of Sacramento City Financing Authority 2015 Refunding Revenue Bonds (Master Lease Program Facilities) in an aggregate principal amount not to exceed $250,000,000; b) authorizing the execution and delivery of an amendment to a Master Project Lease with the City; c) authorizing the execution and delivery of an Indenture for the bonds; d) authorizing the execution and delivery of a Bond Purchase Agreement for the bonds; e) approving the distribution of a Preliminary Official Statement and a Final Official Statement for the bonds; f) authorizing the execution and delivery of an Escrow Agreement in connection with the bonds; and g) authorizing certain other actions in connection with the bonds.
Contact: Damien Charléty, Debt Analyst, (916) 808-5517; Janelle Gray, Debt Manager, (916) 808-8296, Office of the City Treasurer

14. Delinquent Charges: Special Assessment and Liens for Weed Abatement on Private Property and Related Costs (No Noticing Required)
Report # 2015-00326 **Estimated Time: 10 minutes** (Actual Time: 3 minutes)
Location: Citywide

Action: Moved/Seconded: Member Steve Hansen / Member Eric Guerra

Yes: Members Angelique Ashby, Larry Carr, Eric Guerra, Steve Hansen, Jeff Harris, Rick Jennings, Jay Schenirer, and Allen Warren

Absent: Mayor Kevin Johnson

Conducted a public hearing and upon conclusion passed **Resolution No. 2015-0234** confirming the special assessments and placing a lien on the listed properties listed in Exhibit A for unpaid weed abatement services.
Contact: Brad Wasson, Revenue Manager, (916) 808-5844, Department of Finance

15. Delinquent Charges: Special Assessment Liens for Sidewalk Repair on Private Property and Related Costs (Noticed 05/13/2015)
Report # 2015-00327 **Estimated Time: 10 minutes** (Actual Time: 2 minutes)
Location: Citywide

Action: Moved/Seconded: Member Steve Hansen / Member Jeff Harris

Yes: Members Angelique Ashby, Larry Carr, Eric Guerra, Steve Hansen, Jeff Harris, Rick Jennings, Jay Schenirer, and Allen Warren

Absent: Mayor Kevin Johnson

Conducted a public hearing and upon conclusion passed **Resolution No. 2015-0235** accepting the delinquency lien report; thereby placing special assessment liens on the listed properties for unpaid sidewalk repairs.
Contact: Brad Wasson, Revenue Manager, (916) 808-5844, Department of Finance

16. Fee for Food Vending Vehicle Property Pods (Noticed 07/10/2015)
Report # 2015-00631 **Estimated Time: 15 minutes** (Actual Time: 2 minutes)
Location: Citywide

Action: Moved/Seconded: Member Jay Schenirer / Member Jeff Harris

Yes: Members Angelique Ashby, Larry Carr, Eric Guerra, Steve Hansen, Jeff Harris, Rick Jennings, Jay Schenirer, and Allen Warren

Absent: Mayor Kevin Johnson

Conducted a public hearing and upon conclusion passed **Resolution No. 2015-0236** approving the Mobile Food Vendor Pod Fee.
Contact: Brad Wasson, Revenue Manager, (916) 808-5844, Department of Finance

Discussion Calendar

Discussion calendar items include an oral presentation including those recommending "receive and file".

17. Entertainment and Sports Center Quarterly Update on Local Hiring and Business Involvement (Oral Report)

Report # 2015-00649 **Estimated Time: 30 minutes** (Actual Time: 35 minutes)
Location: Downtown Plaza, District 4
Action: Public comment heard from Michelle, Mac Worthy, Mike Barnbaum; received and filed.
Contact: Desmond Parrington, ESC Project Manager, (916) 808-5044, Office of the City Manager; Dean Peckham, Senior Economic Development Project Manager, (916) 808-7063, Economic Development Department

18. Refunding of the 2002 Certificates of Participation (California Musical Theater)

Report # 2015-00622 **Estimated Time: 10 minutes** (Actual Time: 5 minutes)
Location: Citywide

Action: Moved/Seconded: Member Steve Hansen / Member Jay Schenirer

Yes: Members Angelique Ashby, Larry Carr, Eric Guerra, Steve Hansen, Jeff Harris, Rick Jennings, Jay Schenirer, and Allen Warren

Absent: Mayor Kevin Johnson

Public comment heard from George Raya, Cheryl Holben; passed **Motion No. 2015-0199** approving in concept a proposal to refund the 2002 Certificates of Participation (California Musical Theater) and have the City back up 100% of the debt service on the refunding bonds if all other payment sources have been exhausted.
Contact: Colin Bettis, Treasury Analyst, (916) 808-8292; Russ Fehr, City Treasurer, (916) 808-5832, Office of the City Treasurer

19. Arts and Culture Fund Policy

Report # 2015-00426 **Estimated Time: 20 minutes** (Actual Time: 47 minutes)
Location: Citywide

Action: Moved/Seconded: Member Jay Schenirer / Member Jeff Harris

Yes: Members Angelique Ashby, Larry Carr, Eric Guerra, Steve Hansen, Jeff Harris, Rick Jennings, Jay Schenirer, and Allen Warren

Absent: Mayor Kevin Johnson.

Passed **Resolution No. 2015-0237 as amended**: 1) approving the Arts and Culture Fund Policy (Policy) containing policies and guidelines for awarding funds under the Cultural Equity Grant Program (Exhibit A); 2) authorizing the City Manager or his designee to execute and administer grant agreements; and 3) authorizing the City Manager to establish a multi-year operating project as I17000500 with an expenditure budget of $500,000 from the Arts and Culture Fund (Fund 2610) for the Cultural Equity Grant Program.
Contact: Shelly Willis, Executive Director, (916) 808-3971, Sacramento Metro Arts Commission; Jody Ulich, Director, (916) 808-5105, Convention & Cultural Services

20. Gold Rush Days 2015 Event Update (Oral Report)

Report # 2015-00662 **Estimated Time: 30 minutes** (Actual Time: 21 minutes)

Location: Old Sacramento, District 4

Action: Public comment heard from Chris McSwain and Michelle; direction and approval given to use dirt on K Street (one street only) during Gold Rush Days utilizing Regional Sanitation to provide recycled water to the site for cleanup.

Contact: Leslie Wisniewski, Administrative Officer, (916) 808-8920, Convention & Cultural Services

Public Comments-Matters Not on the Agenda (2 minutes per speaker)

]

1. Peace Please Inc.
   a. Omar Baldwin
2. Public Speech
   a. Dannetta Garcia
3. Homeless
   a. Jonathan Gainsbrugh
4. Misc
   a. Lambert Davis
   b. Lorraine Brown
   c. Mac Worthy
   d. Nikohl Vandel
5. Police/Citizens Rights
   a. Michelle
6. Pedestrian Crossing Signal
   a. Michael Callan
7. Budget Augmentation Request
   a. Mike Barnbaum

Council Comments-Ideas, Questions and Meeting/Conference Reports

1. **Information Requests**
   a. Member Allen Warren
      1. Request that Public Safety Ad Hoc Status Report be placed on July 28, 2015 agenda
2. **Board/Commission Appointments**
   a. Measure U Citizens Oversight Committee
      1. Jamie Matthews
      2. Sarah Sciandri
      3. Chris Shipman
   b. Sacramento Youth Commission (at large appointments)
      1. Emiliano Gomez
      2. Hannah Tschudin
      3. Aidan Willett

Adjourned – 9:36 p.m.

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Steve Hansen, District 4
Jay Schenirer, District 5
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City of SACRAMENTO

DRAFT Minutes

City Council
Financing Authority
Housing Authority
Public Financing Authority
Redevelopment Agency
Successor Agency

City Hall-Council Chamber
915 I Street, 1st Floor
Published by the Office of the City Clerk
(916) 808-5163

Tuesday, July 28, 2015
6:00 p.m.

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- **Consent Calendar Items**. The Consent Calendar is considered a single item, and speakers are therefore subject to the two (2) minute time limit for the entire Consent Calendar. Consent Calendar items can be pulled at a Council member's request. Such pulled Consent Calendar items will be considered individually and up to two (2) minutes of public comment per speaker on those items will be permitted.
- **Discussion Calendar Items.** Two (2) minutes per speaker.

Time Limits per Meeting In addition to the above time limits per item, the total amount of time any one individual may address the Council at any meeting is eight (8) minutes.

- Each speaker shall limit his/her remarks to the specified time allotment.
- The Presiding Officer shall consistently utilize the timing system which provides speakers with notice of their remaining time to complete their comments. A countdown display of the allotted time will appear and will flash red at the end of the allotted time.
- In the further interest of time, speakers may be asked to limit their comments to new materials and not repeat what a prior speaker said. Organized groups may choose a single spokesperson who may speak for the group but with no increase in time.
- Speakers shall not concede any part of their allotted time to another speaker.
- The Presiding Officer may further limit the time allotted for public comments per speaker or in total for the orderly conduct of the meeting and such limits shall be fairly applied.

DRAFT MINUTES

Tuesday, July 28, 2015

6:00 p.m.

City Hall – 915 I Street- First Floor Council Chamber

All items listed are heard and acted upon by the Sacramento City Council unless otherwise noted.

Open Session - 6:00 p.m.

Regular session called to order by Mayor Kevin Johnson at 6:12 p.m. Tuesday, July 28, 2015 at the Sacramento City Hall Council Chamber.

Members Present: Angelique Ashby, Larry Carr, Steve Hansen, Jeff Harris, Rick Jennings, Jay Schenirer, Allen Warren, and Mayor Kevin Johnson.

Members Absent: Eric Guerra

Pledge of Allegiance– led by Larry Carr

Closed Session Report – None.

Consent Calendar Estimated Time: 5 minutes

Action: Moved/Seconded: Member Steve Hansen / Member Jeff Harris

Yes: Members Angelique Ashby, Larry Carr, Steve Hansen, Jeff Harris, Rick Jennings, Jay Schenirer, Allen Warren, and Mayor Kevin Johnson.

Absent: Member Guerra

A motion **passed** to adopt the Consent Calendar in one motion except as indicated at each item.

1. Confirmation of Board and Commission Appointments
Report # 2015-00660
Location: Citywide
Action: Passed **Motion No. 2015-0200** confirming board/commission appointment(s): Sacramento Youth Commission – Melissa Loupeda (Seat A) and Owen Wurgler (Seat B).
Contact: Wendy Klock-Johnson, Assistant City Clerk, (916) 808-7509; Phoebe Schueler, Senior Deputy City Clerk, (916) 808-7605, Office of the City Clerk

2. **(Pass for Publication) Whole Foods Mixed-Use Project (P14-045)**
Report # 2015-00599
Location: 2001/2025 L Street and 2100 Capitol Ave, District 4
Action: 1) Reviewed a Resolution certifying an Environmental Impact Report (EIR) and Mitigation Monitoring and Reporting Program (MMRP); 2) reviewed a Resolution approving a General Plan Amendment of 0.160 acres from Traditional Neighborhood Medium Density to Urban Corridor Low; 3) reviewed an Ordinance to Rezone of 0.406 acres from Residential Office (RO) to General Commercial (C-2); 4) reviewed a Resolution approving the entitlements for the project including a Tentative Map for condominium purposes, a Conditional Use Permit to allow a retail use exceeding 40,000 square feet in the General Commercial (C-2) zone, a Variance to allow signage that exceeds the maximum number of attached signs and a projecting sign that exceeds maximum area, and Site Plan and Design Review with deviations for 2001/2025 L Street and 2101 Capitol Avenue; and 5) passed for publication the Ordinance titles per Sacramento City Charter Section 32(c) for consideration on August 6, 2015.
Contact: Teresa Haenggi, Associate Planner, (916) 808-7554; Evan Compton, Senior Planner, (916) 808-5260, Community Development Department

3. **(Pass for Publication) Urban Agriculture Incentive Zone Ordinance**
Report # 2015-00640
Location: Citywide
Action: 1) Reviewed an Ordinance adding chapter 17.722 to the Sacramento City Code relating to an Urban Agriculture Incentive Zone; and 2) passed for publication the ordinance title as required by Sacramento City Charter section 32(c) for consideration on August 6, 2015.
Contact: Helen Selph, Associate Planner, (916) 808-7852, Community Development Department

4. **Allocation of Sewer Credits to Sacramento Downtown Arena, LLC for the Golden 1 Center Project**
Report # 2015-00653
Location: District 4
Action: Public comment heard from Mac Worthy; passed **Resolution No. 2015-0239** allocating 66.632 Economic Development Treatment Capacity Bank Credits to Sacramento Downtown Arena, LLC for the Golden 1 Center Project (Entertainment and Sports Center).
Contact: Sabrina Tefft, Project Manager, (916) 808-3789, Economic Development Department

5. **Purchase/Cooperative Agreement: Office Furniture**
Report # 2015-00657
Location: Citywide
Action: Passed **Motion No. 2015-0201:** 1) authorizing the City Manager or his designee to approve the use of cooperative purchasing agreement 031715-STI with Steelcase for the purchase of office furniture for an amount not-to-exceed $120,000; and 2) authorizing the City Manager or his designee to issue the required purchase orders for the not-to-exceed amount specified.

Contact: Gary O'Neill, Program Analyst, (916) 808-7432; Craig Lymus, Procurement Manager, (916) 808-5524, Department of Finance

6. Approve an Agreement and Establish a Multi-Year Operating Project: Water Master Planning

Report # 2015-00506

Location: Citywide

Action: Passed **Resolution No. 2015-0240:** 1) establishing a new Multi-Year Operating Project (MYOP) for Water Master Planning; 2) authorizing transfer of $424,990 from Project Z14000700 Fund 6005 to the new MYOP; and 3) authorizing the City Manager or the City Manager's designee to execute an agreement with RMC Water and Environment to prepare a groundwater master plan for an amount not to exceed $364,990.

Contact: Dan Sherry, Engineering & Water Resources Manager, (916) 808-1419; Michelle Carrey, Supervising Engineer, (916) 808-1438, Department of Utilities\

7. Contracts: Wastewater Pipe Cleaning Equipment & Parts

Report # 2015-00639

Location: Citywide

Action: Passed **Motion No. 2015-0202:** 1) awarding contracts for Wastewater Pipe Cleaning Equipment & Parts with an initial term through June 30, 2016, with the option to extend for up to two additional one-year terms, as follows: a) award a contract for Groups I & II to Municipal Maintenance Equipment, Inc. in an amount not-to-exceed $290,065 for the maximum three-year term, and b) award a contract for Groups III & V to Advanced Infrastructure Technologies, LLC, in an amount not-to-exceed $237,568 for the maximum three-year term; and 2) authorizing the City Manager or his designee to approve the annual extensions subject to the availability of funds in the budget adopted for the applicable fiscal year.

Contact: Michael Malone, Operations Manager, (916) 808-6226; Ken Swartz, Stores Administrator, (916) 808-6276, Department of Utilities

8. Supplemental Agreement: Department of Utilities Leadership Program

Report # 2015-00609

Location: Citywide

Action: Passed **Motion No. 2015-0203** authorizing the City Manager or the City Manager's designee to execute Supplemental Agreement No. 1 to City Agreement 2014-0755 with Leadership Development Network, LLC, to augment the Leadership Program and extend its term through June 30, 2019, for an amount not-to-exceed $352,440, bringing the agreement's total not-to-exceed amount to $444,440.

Contact: Bill Busath, Director, (916) 808-1434; Julie Friedman, Program Specialist, (916) 808-7898, Department of Utilities

9. **(Housing Authority/City Council) Comprehensive Annual Financial Report for the Sacramento Housing and Redevelopment Agency**
Report # 2015-00575
Location: Citywide
Action: Received and filed.
Contact: Kelly Tang, SHRA Interim Finance Manager, (916) 440-1319, Sacramento Housing and Redevelopment Agency

10. **Appointment of Barbara A. Dillon as an Interim Employee under California Government Code Section 21221(h)**
Report # 2015-00705
Location: Citywide
Action: Passed **Resolution No. 2015-0241 as amended** appointing Barbara A. Dillon as an Interim Employee under California Government Code Section 21221(h).
Contact: Ken Cosgrove, Human Resources Manager, (916) 808-7473, Human Resources Department

Public Hearings

Public hearings may be reordered by the Mayor at the discretion of the legislative bodies.

11. **Formation of the McKinley Village Community Facilities District (CFD) No. 2015-04**
(Noticed on 07/17/2015)
Report # 2015-00294 **Estimated Time: 5 minutes** (Actual time: 1 minute)
Location: District 3

Action: Moved/Seconded: Member Jeff Harris / Member Steve Hansen

Yes: Members Angelique Ashby, Larry Carr, Steve Hansen, Jeff Harris, Rick Jennings, Jay Schenirer, Allen Warren, and Mayor Kevin Johnson.

Absent: Member Guerra

Conducted a public hearing and upon conclusion passed 1) **Resolution No. 2015-0242** of Formation to establish the McKinley Village Community Facilities District and provide for the levy a special tax; 2) **Resolution No. 2015-0243** Deeming It Necessary to Incur Bonded Indebtedness; and 3) **Resolution No. 2015-0244** Calling a Special Mailed-Ballot Election.
Contact: Sheri Smith, Program Specialist, (916) 808-7204; Mark Griffin, Program Manager, (916) 808-8788, Department of Finance

12. Delinquent Utility Service Charges - Special Assessment (Noticed 07/14/2015 & 07/20/2015)
Report # 2015-00325 **Estimated Time: 10 minutes** (Actual Time: 24 minutes)
Location: Citywide

Action: Moved/Seconded: Member Allen Warren / Member Larry Carr

Yes: Members Angelique Ashby, Larry Carr, Steve Hansen, Jeff Harris, Rick Jennings, Jay Schenirer, Allen Warren, and Mayor Kevin Johnson.

Absent: Member Guerra

Conducted a public hearing with public comment heard from Tchaka Muhammad and Mac Worthy; and upon conclusion, passed **Resolution No 2015-0245 as amended** adopting the report and imposing special assessment levies against the properties to which the services were rendered, directing staff to work with Mr. Muhammad to waive the fees for the 8 months that Mr. Muhammad was out of the house due to the fire, plus any late fees that would have attached thereto.
Contact: Shelle Smallwood, Program Manager, (916) 808-4928; Susan Goodison, Business Services Manager, (916) 808-8995, Department of Utilities

Discussion Calendar

Discussion calendar items include an oral presentation including those recommending "receive and file".

13. Public Safety Ad Hoc Committee Update (Oral Report)
Report # 2015-00702 **Estimated Time: 5 minutes** (Actual Time: 8 minutes)
Location: Citywide
Action: Received and filed.
Contact: Francine Tournour, Director, (916) 808-7345, Office of Public Safety Accountability

14. (Redevelopment Agency Successor Agency) Approving Documents Related to the 2015 Tax Allocation Revenue Refunding Bonds
Report # 2015-00633 **Estimated Time: 15 minutes** (Actual Time: 5 minutes)
Location: Citywide

Action: Moved/Seconded: Member Jay Schenirer / Member Steve Hansen

Yes: Members Angelique Ashby, Larry Carr, Steve Hansen, Jeff Harris, Rick Jennings, Jay Schenirer, Allen Warren, and Mayor Kevin Johnson.

Absent: Member Guerra

Public comment heard from Mac Worthy, passed **Redevelopment Agency Successor Agency Resolution No. 2015-0006** that 1) authorizes the execution and delivery of a Continuing Disclosure Certificate for the 2015 Tax Allocation Revenue Refunding Bonds; 2) approves the distribution by the Redevelopment Agency Successor Agency of a Preliminary Official Statement for the bonds; 3) approves the execution, delivery, and distribution by the Redevelopment Agency Successor Agency of a Final Official Statement for the bonds; and 4) approving certain other actions in connection with the bonds.
Contact: Damien Charléty, Debt Analyst, (916) 808-5517; Janelle Gray, Debt Manager, (916) 808-8296, Office of the City Treasurer

Information Report
This item is for information only and is not eligible for action at this time.

15. Notification of Final Map Approval for 27th Street Courtyard Housing (P13-035)
Report # 2015-00701
Location: District 5
Action: Received and filed.
Contact: Jerry Lovato, Senior Engineering Technician, (916) 808-7918, Department of Public Works

Public Comments-Matters Not on the Agenda (2 minutes per speaker)

1. Misc.
   a. Michelle
   b. Lorraine Brown
   c. Nikohl Jandel
2. Homeless
   a. Jonathan Gainsbrugh
3. Peace Please Inc
   a. Omar Baldwin
4. Assisted Living
   a. Leon Henderson
5. Police
   a. David Andre
   b. Mac Worthy
   c. Geve Spooner
6. Pedestrian Crossing
   a. Michael Callan
7. Hero Finance Program
   a. Kevin Gutierrez
8. Blue Line
   a. Mike Barnbaum

Council Comments-Ideas, Questions and Meeting/Conference Reports

1. **Information Requests**
   a. Member Ashby
      1. Report from City Manager within two weeks regarding the formula for parks maintenance
   b. Member Carr
      1. Presentation to Council by the County's Blue Ribbon Committee on infant mortality
      2. City Clerk to put together proposed statement of work and estimated costs for review of Council and Charter Officer functionality

2. **Board/Commission Appointments**
   None.

Adjourned – 7:55 p.m.

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City of SACRAMENTO

Supplemental DRAFT Minutes

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Speaker Time Limits. In the interest of facilitating the Council's conduct of the business of the City, the following time limits apply to members of the public (speakers) who wish to address the Council during the meeting.

- **Matters not on the Agenda.** Two (2) minutes per speaker.
- **Consent Calendar Items**. The Consent Calendar is considered a single item, and speakers are therefore subject to the two (2) minute time limit for the entire Consent Calendar. Consent Calendar items can be pulled at a Council member's request. Such pulled Consent Calendar items will be considered individually and up to two (2) minutes of public comment per speaker on those items will be permitted.
- **Discussion Calendar Items.** Two (2) minutes per speaker.

Time Limits per Meeting In addition to the above time limits per item, the total amount of time any one individual may address the Council at any meeting is eight (8) minutes.

- Each speaker shall limit his/her remarks to the specified time allotment.
- The Presiding Officer shall consistently utilize the timing system which provides speakers with notice of their remaining time to complete their comments. A countdown display of the allotted time will appear and will flash red at the end of the allotted time.
- In the further interest of time, speakers may be asked to limit their comments to new materials and not repeat what a prior speaker said. Organized groups may choose a single spokesperson who may speak for the group but with no increase in time.
- Speakers shall not concede any part of their allotted time to another speaker.
- The Presiding Officer may further limit the time allotted for public comments per speaker or in total for the orderly conduct of the meeting and such limits shall be fairly applied.

SUPPLEMENTAL DRAFT MINUTES

Tuesday, July 28, 2015
6:00 p.m.

City Hall – 915 I Street- First Floor Council Chamber

Discussion Calendar

Discussion calendar items include an oral presentation including those recommending "receive and file".

16. **(Public Financing) Review of Limited Offering Memorandum for the Sacramento Public Financing Authority Lease Revenue Bonds, Series 2015 (Golden 1 Center)**
Report # 2015-00670 **Estimated Time: 15 minutes** (Actual Time: 20 minutes)
Location: District 4
Action: Public comment heard from Mike Barnbaum and Summer Santich; received and filed.
Contact: Russ Fehr, City Treasurer, (916) 808-5832, Office of the City Treasurer

Meeting Date: **9/1/2015**

Report Type: Consent

Report ID: 2015-00787

City of SACRAMENTO 02

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Title: Confirmation of Board and Commission Appointments

Location: Citywide

Recommendation: Pass a Motion confirming board/commission appointment(s): 1) Ethel MacLeod Hart Trust Fund Advisory Committee – David Pacheco (Seat 7); 2) Retirement Hearing Commission – Walena Gaspard (Seat C); 3) Sacramento Housing and Redevelopment Commission – Staajabu Staajabu (Seat 5); 4) Sacramento Youth Commission – Abrina LeMar (Seat O); and 5) Utilities Rate Advisory Commission – Andrew Day (Seat 4), Ryan McManus (Seat 6), and Timothy Horner (Seat 2).

Contact: Wendy Klock-Johnson, Assistant City Clerk, (916) 808-7509; Phoebe Schueler, Senior Deputy City Clerk, (916) 808-7605, Office of the City Clerk

Presenter: None

Department: City Clerk
Division: City Clerk
Dept ID: 04001011
Attachments:
1-Description/Analysis
2-Background

City Attorney Review

Approved as to Form
Jerry Hicks
8/22/2015 5:01:33 PM

Approvals/Acknowledgements

Department Director or Designee: Wendy Klock-Johnson - 8/20/2015 1:44:04 PM

Description/Analysis

Issue Detail: As required by City Charter section 230, board and commission appointments made by the Mayor must be confirmed by the City Council.

Policy Considerations: None.

Economic Impacts: None.

Environmental Considerations: None.

Sustainability: None.

Commission/Committee Action: The Personnel and Public Employees Committee has held interviews for vacancies identified on one or more Boards and Commissions. After consideration, candidates were nominated and forwarded to the Mayor for Appointment, which now requires council confirmation. A full list of candidates are outlined in the background section of this report.

Rationale for Recommendation: Confirmation of appointment(s) by the City Council finalizes the process.

Financial Considerations: None.

Local Business Enterprise (LBE): None.

Background:

On August 18, 2015, the Mayor made the following appointments, which require confirmation by the City Council:

Board/Commission	Appointee Name	Seat Number	Seat Description	Nominated By:
Sacramento Youth Commission	Abrina LeMar	O	A member between 14 and 19 years of age recommended for appointment by the District 8 Councilmember.	District

On August 18, 2015, the Mayor made the following appointments, which require confirmation by the City Council:

Board/Commission	Appointee Name	Seat Number	Seat Description	Nominated By:
Ethel MacLeod Hart Trust Fund Advisory Committee	David Pacheco	7	A representative of the American Association of Retired Persons (A.A.R.P.), who is at least 60 years of age.	P&PE
Retirement Hearing Commission	Walena Gaspard	C	A member who is not connected with the government of the city and is not a member of the Administrative, Investment & Fiscal Management Board.	P&PE
Sacramento Housing and Redevelopment Commission	Staajabu Staajabu	5	A member who is a resident of the Housing Authority of the City, who is not an elective officer or employee of the city or county.	P&PE
Utilities Rate Advisory Commission	Andrew Day	4	A member who is a city resident and possesses expertise or has demonstrated leadership in one or more of the following areas: accounting, auditing, construction management, engineering, finance, law, sewage collection and treatment, solid waste collection and disposal, recycling, storm water	P&PE

			collection and conveyance, water quality, or water supply and distribution.	
Utilities Rate Advisory Commission	Ryan McManus	6	A member who is a city resident and receives utility service.	P&PE
Utilities Rate Advisory Commission	Timothy Horner*	2	A member who is a city resident; resides in or owns a single family residence that receives utility service; and possesses expertise or has demonstrated leadership in one or more of the following areas: accounting, auditing, construction management, engineering, finance, law, sewage collection and treatment, solid waste collection and disposal, recycling, storm water collection and conveyance, water quality, or water supply and distribution.	P&PE

*Incumbent

The following is the status of all individuals who applied but were not selected in the application review and/or interview process:

Board/Commission	Applicant Name	Seat Number	Seat Description
Retirement Hearing Commission	Larry Friedman	C	A member who is not connected with the government of the city and is not a member of the Administrative, Investment & Fiscal Management Board.
Sacramento Housing and Redevelopment Commission	Louise Cooper	5	A member who is a resident of the Housing Authority of the City, who is not an elective officer or employee of the city or county.

Meeting Date: **9/1/2015**

Report Type: Consent

Report ID: 2015-00751

City of SACRAMENTO 03

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Title: Agreement for Funding Operations of the Comprehensive Alcohol Treatment Center

Location: Citywide

Recommendation: Pass a Resolution 1) authorizing the City Manager or his designee to enter into a Memorandum of Understanding with the Sacramento Housing and Redevelopment Agency (SHRA) to administer the Comprehensive Alcohol Treatment Center (CATC) for an amount not to exceed $708,351; and 2) amending the SHRA budget to account for the $708,351 CATC program funds.

Contact: Emily Halcon, Homeless Services Coordinator, (916) 808-7896, Office of the City Manager

Presenter: None

Department: City Manager
Division: Executive Office
Dept ID: 02001011
Attachments:
1-Description/Analysis
2-Background
3-Resolution
4-Exhibit A (MOU)

City Attorney Review

Approved as to Form
Michael Benner
8/26/2015 4:06:51 PM

Approvals/Acknowledgements

Department Director or Designee: Howard Chan - 8/10/2015 11:05:37 AM

Description/Analysis

Issue Detail: The City of Sacramento (City) has provided funding for the Comprehensive Alcohol Treatment Center (CATC) operated by Volunteers of America of Northern California and Northern Nevada (VOA) through a Memorandum of Understanding (MOU) with Sacramento County (County) since 2007. The County has similarly provided funding for the CATC, from both General Funds and, since 2000, an allocation of Community Development Block Grant (CDBG) funds administered by the Sacramento Housing and Redevelopment Agency (SHRA). Last fiscal year , the County notified the City and SHRA that starting in Fiscal Year 2015/16, their financial contribution would be limited to providing the County facility that houses the CATC free of charge to VOA, and asked that administration and oversight of the contract with VOA be assumed by SHRA. The City's 2015/16 budget included an allocation of $708,351 for the CATC. The City and SHRA worked with the County and VOA to arrive at a budget and staffing agreement that could sustain the program under this new arrangement. SHRA has agreed to take on this role and to continue to provide financial support with County CDBG funding. The Fiscal Year 2014/15 MOU between the City and County and the County contract with VOA terminated on June 30, 2015. Staff recommends approving the new MOU between the City and SHRA. SHRA is already authorized to enter into an agreement with VOA as part of the CDBG Action Plan approval. The City-SHRA and SHRA-VOA contracts both have an effective date of July 1, 2015, and allow for the CATC operation to continue with VOA as the program provider.

Policy Considerations: The CATC provides alcohol recovery services and barrier free shelter for homeless serial inebriates. The CATC helps to further multiple goals of the Sacramento Steps Forward Strategic Action Plan, including Behavioral Health Services Indicator: Strategy 7 to expand substance abuse treatment for persons experiencing homelessness and Minimize Barriers: Strategy 4 to increase the number of shelter beds available for active alcohol and drug users. The CATC will also serve as a point of entry for the homeless system-wide coordinated entry and referral system, consistent with System Navigation: Strategy 1 to allow broad and inclusive access to a coordinated system of access for permanent housing options.

Economic Impacts: None

Environmental Considerations: California Environmental Quality Act: This report concerns administrative activities that are exempt from environment review per the California Environmental Quality Act (CEQA) Guidelines Section 15378(b)(2). These actions are also exempt from environmental review under the National Environmental Policy Act (NEPA) per 24 CFR Section 58.34(a)(3) and (4).

Sustainability: Not applicable

Commission/Committee Action: On August 5, 2015, the Sacramento Housing and Redevelopment Commission considered the approvals related to the SHRA administering the CATC. The votes were as follows:

AYES: Alcalay, Creswell, Griffin, Johnson, Morgan, Raab, Rios

NOS: none

ABSENT: Macedo, Painter

ABSTAIN: none

Rationale for Recommendation: The CATC provides an alternative to incarceration for homeless public inebriates that benefits both the individual and community and is a critical part of a larger strategy to address homelessness in Sacramento. As a result of the CATC, the Sacramento Police Department and the Sacramento Downtown Partnership both report a significant decrease in the presence of public inebriates on downtown streets, as well as a decrease in nuisance behavior associated with public intoxication. Clients transported to the CATC are offered services to address their addiction and their homelessness, with the goal of helping them to secure safe and affordable permanent housing.

Financial Considerations: The total cost of the program is $908,351; the City's contribution for Fiscal Year 2015/16 is not to exceed $708,351. SHRA has committed $200,000 in County CDBG funds for calendar year 2015 (a portion of which paid for expenses in Fiscal Year 2014/15) and anticipates an additional $200,000 for calendar year 2016, of which half will be available to cover expenses in the Fiscal Year 2015/16 contract. Sufficient funding (General Fund 1001) has been allocated in the approved FY 2015/16 Operating Budget for the City's contribution. The total cost for use of the portion of the County- owned facility that houses the CATC is $221,954. The County has forgiven 65% of this cost ($144,704), and the County Department of Human Assistance has committed to paying the remaining $77,250 of facility costs, so the CATC facility use will be free of charge.

Local Business Enterprise (LBE): Not applicable.

BACKGROUND

Going back as far as the mid-1970s, the City has participated in providing short-term detoxification support for serial inebriates. After a few iterations of County-run programs, in 1978, Volunteers of America (VOA) opened the drop-in Central Reception Center on City owned property on Front Street, with operational funding support from the City, the County and the Sacramento Housing and Redevelopment Agency (SHRA). In December of 1997, the program re-located to its current County facility on North 5th Street, and was re-named the Comprehensive Alcohol Treatment Center (CATC) in recognition of the expanded services to include 80 beds, intensive treatment programs and community outreach. While the program model has changed from a drop-in center with no overnight stays, to an expansive medical detox model to a social detox model, the program has always been a collaboration among the City, Sacramento County, SHRA, and VOA.

In 2005, Sacramento County took over administration of the CATC, with the goal of integrating the program into the Sacramento County homeless Continuum of Care (CoC) as part of the 10 Year Plan to End Chronic Homelessness, which was under development at the time. The County's complementary roles as the owner of the facility, the administrator of the CoC and a partner in providing alcohol and drug treatment helped form the CATC into an intensive, medical model detox program. The City supported the program through a Memorandum of Understanding (MOU) with the County, annually contributing $708,351 in General Funds which was approximately half of the program cost. The County provided operational funding as well as funding through rent reduction for the CATC facility using General Funds as well as Community Development Block Grants (CDBG) administered by SHRA. In 2006, the Sacramento County District Attorney joined the partnership, providing community prosecution services and using the CATC for court mandated recovery for serial inebriates in the downtown core. This program, the Serial Inebriate Program (SIP), is funded through a partnership with the City, the Downtown Sacramento Partnership and Regional Transit and has made a significant impact on public intoxication and the associated community nuisances in the downtown area.

At the height of the program, the CATC operated with a budget of almost $1.5 million, allowing 24 hour medical staff, a secure locked facility and intensive services. With these intensive services, the CATC was able to serve as an alternate detention facility for law enforcement. Persons transported to the CATC were held for a minimum of 72 hours, as an alternative to incarceration, and were provided both with short term detox services, as well as longer term recovery and housing supports. Starting in 2009, due to severe County budget cuts, the County portion of General Funds to support the CATC began to be cut. Over the next five years, the County removed all of their General Fund support to CATC.

Midway into the 2014/2015 Fiscal Year, the County approached SHRA and the City to begin discussions about transferring the CATC contract to SHRA. At this time, the total operating budget was down to approximately $780,000, which amounted to just over half of the budget at full operational capacity. Given the budget cuts, and in order to keep the CATC open and operational, VOA had cut medical staff, leaving the program operating as a social rather than medical detox model. These cuts, along with decreased County oversight, had inadvertently created a situation where many of the clients were using the CATC as long-term shelter, rather than as a short term detox and link to permanent housing. Additionally, given the original focus on serving as an alternative detainment facility, the CATC had become more disconnected from the homeless CoC and more aligned with the criminal justice system.

When the City and SHRA agreed to assume the contract, it was with the understanding that we could not fully restore the level of services from 2009, but that it was a priority to both (1) bring back some level of medical oversight, and (2) more purposefully link the CATC with the homeless CoC. The County Department of Human Assistance agreed to pay the portion of the facility use fee they were charging VOA (approximately $77,000), allowing VOA to fully program the $908,351 of funding from the City and SHRA. This programming is reflected in the new MOU between the City and SHRA and the contract between SHRA and VOA. The key changes made to the program include:

1) Adding back a half-time nursing position to provide medical oversight as well as some general health and wellness for the clients. VOA will continue to explore other options for enhancing medical capacity.
2) Adding a housing specialist position to help clients located appropriate permanent housing, prepare them for independent living and seek out housing subsidies when necessary.
3) Requiring that all homeless clients served at CATC are input into the Homeless Management Information System (HMIS) database and screened using the same common assessment tool used by the CoC.
4) Allowing stays of up to 30 days (unless space is needed for new clients), similar to homeless emergency shelters, with a focus on linking clients with services and housing assistance.

These changes are a reflection both of the new funding paradigm for CATC, but also of opportunities to connect the CATC to the Sacramento CoC and the emerging coordinated assessment process. These changes address both the immediate issues related to serial inebriation and help end the cycle of homelessness for the homeless clients at CATC. The ability to refer clients to the CATC will remain limited to law enforcement agencies, and the SIP will continue to operate out of the facility as an alternative sentencing option with the District Attorney. The City will receive quarterly

reports from VOA through SHRA on the program, and will closely monitor the program's impact on the community and effectiveness for clients served.

RESOLUTION NO. 2015 -

Adopted by the Sacramento City Council

On date of

APPROVAL OF A MEMORANDUM OF UNDERSTANDING WITH THE SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY (SHRA) TO ADMINISTER THE COMPREHENSIVE ALCOHOL TREATMENT CENTER (CATC) AND AUTHORIZATION TO AMEND THE SHRA BUDGET

BACKGROUND

A. The City and SHRA recognize the benefit of operating a program to treat chronic alcoholics to eliminate nuisance behavior in the community and end the cycle of alcohol abuse and homelessness.

B. Since 2005, the Comprehensive Alcohol Treatment Center (CATC) has been providing 80 beds for serial inebriate individuals at 700 North 5th Street with City and SHRA assistance under a contract with the Sacramento County Department of Human Assistance (DHA).

C. Recognizing the benefit of the CATC to the community, law enforcement and the individual inebriates served, the City has committed $708,351 of General Funds to the CATC since 2005.

D. As of June 30, 2015, the County of Sacramento DHA desires to no longer administer the CATC contract with the non-profit operator Volunteers of America (VOA) and has asked that SHRA assume this role.

E. DHA has agreed to allow CATC to continue to operate at the County owned facility at 700 North 5th Street and to subsidize the rent and facility maintenance fees in support of the program.

F. The City has budgeted $708,351 in General Fund dollars for the CATC for the Fiscal Year 2015/16.

G. SHRA has budgeted $200,000 in Community Development Block Grant (CDBG) funds for the CATC for the calendar year 2015. SHRA received delegated authority to implement the CDBG Action Plan, so it can contract with VOA for these services.

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

Section 1. SHRA is authorized to assume administration of the CATC program from the County of Sacramento as of July 1, 2015.

Section 2. SHRA and the City Manager or his designee is authorized to execute the CATC Memorandum of Understanding attached as Exhibit A for reimbursement of costs in an amount not to exceed $708,351.

Section 3. SHRA is authorized to amend the SHRA budget to account for the $708,351 in City CATC funds.

Table of Contents:

Exhibit A: Memorandum of Understanding between City and SHRA for CATC Program Funding

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY AND THE CITY OF SACRAMENTO

AGREEMENT FOR FUNDING OPERATIONS
OF THE COMPREHENSIVE ALCOHOL TREATMENT CENTER

This Agreement is entered into as of July 1, 2015, by and between the Sacramento Housing and Redevelopment Agency, hereinafter referred to as "SHRA", and the City of Sacramento, hereinafter referred to as "CITY", upon the following terms and conditions.

WHEREAS, the CITY and SHRA recognize the benefit of operating a program to treat chronic alcoholics to eliminate nuisance behavior in the community and end the cycle of alcohol abuse and homelessness; and

WHEREAS, the Comprehensive Alcohol Treatment Center Program, hereinafter referred to as "CATC", consists of the following program elements:

1. Up to 72 beds for chronically inebriated single men and up to 12 beds for chronically inebriated single women dedicated to providing supervised alcohol detoxification and linkage with appropriate housing and services.
2. Up to ten (10) of the total beds can be used for a 90-day treatment program for qualified Serial Inebriates referred to the CATC by Sacramento County Courts;
3. A social detoxification model treatment program that includes safe, twenty-four-hour monitoring, observation, and support as well as some medical oversight; and
4. A housing coordinator to rapidly exit clients after their treatment into safe, stable and permanent housing, where appropriate.

WHEREAS, the CATC will act as an alternative to incarceration for inebriates referred by Sacramento Law Enforcement Agencies; and

WHEREAS, the CATC will continue linkages with local alcohol and drug treatment providers as well as homeless service providers and permanent housing opportunities where appropriate; and

WHEREAS, the CITY and SHRA have agreed to jointly fund the operation of the CATC at 700 North 5th Street; and

WHEREAS, the County of Sacramento Department of Human Assistance herein referred to as "COUNTY" has agreed to allow the program to operate at the facility at 700 North 5th Street free of charge; and

WHEREAS, SHRA portion of the funding for the operation of the CATC is addressed in a separate agreement and is not included in this MOU between the CITY and SHRA; and

WHEREAS, the CITY's staff will request that the City Council approve a contribution for the operation of the CATC from the General Fund budget;

NOW THEREFORE IT IS HEREBY AGREED, by and between the parties hereto, as follows:

1. The Effective Date of this Agreement is September 2, 2015.

2. The term of the Agreement shall be from July 1, 2015 through June 30, 2016.

3. The CITY agrees to contribute a portion of the annual cost for operation of the Comprehensive Alcohol Treatment Center (CATC). The total costs of the program are $908,351 and will be allocated between the CITY and SHRA. The CITY's contribution for Fiscal Year 2015/16 is not to exceed the amount of $708,351. SHRA's contribution for calendar year 2015 is not to exceed the amount of $200,000.

4. SHRA agrees to accept the CITY's contribution to fund identified program components as outlined in Exhibit "A", which is attached and incorporated herein. Changes to the amount of the CITY's contribution to the CATC budget related to its fair share of program costs can only be made by a written amendment to this Agreement executed by the CITY. The CITY's funds will be restricted to funding only the CATC program activities identified in Exhibit "A".

5. SHRA agrees to enter into a contract that extends from July 1, 2015 through June 30, 2016 with the Volunteers of America of Northern California and Northern Nevada, herein referred to as "CONTRACTOR" to operate the CATC. The contract will be inclusive of the CITY's funding as well as up to $200,000 in funding from SHRA. The contract will additionally contain all the terms and conditions outlined in Exhibit "A".

6. The CITY agrees to amend this Memorandum of Understanding should SHRA provide a new allocation of funding for the CATC for the calendar year 2016.

7. Neither SHRA, nor any of its officers or employees, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by the CITY under this Memorandum of Understanding. It is also understood and agreed that, pursuant to Government Code Section 895.4, the CITY shall fully indemnify, defend and hold SHRA harmless from any liability imposed for injury to persons or property occurring by reason of anything done or omitted to be done by the CITY under or in connection with any work, authority or jurisdiction delegated to the CITY under this Memorandum of Understanding.

8. Neither the CITY, nor any of its officers or employees, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by SHRA under this Memorandum of Understanding. It is also understood and agreed that, pursuant to Government Code Section 895.4, SHRA shall fully indemnify, defend

and hold the CITY harmless from any liability imposed for injury to persons or property occurring by reason of anything done or omitted to be done by SHRA under or in connection with any work, authority or jurisdiction delegated to SHRA under this Memorandum of Understanding.

9. SHRA shall submit monthly invoices to the CITY no later than the 10th of each month for services actually performed by the CONTRACTOR during the previous month. The CITY shall process those payments within 30 days of receipt.

10. SHRA shall provide the CITY with a copy of the fully executed contract with the CONTRACTOR within 30 days of execution. At the CITY's written request, SHRA shall, within 30 days of request, provide copies of any invoices submitted by the CONTRACTOR to SHRA for payment for services provided at the CATC.

11. Either party may terminate or amend this Memorandum of Understanding immediately upon giving written notice to the other party if, 1) it is advised that funds are not available from external sources for CATC, or 2) funds that were previously appropriated for this Memorandum of Understanding are reduced, eliminated and or re-allocated by either the CITY or SHRA. In the case that the Memorandum of Understanding is terminated or amended, both parties shall work in good faith to identify appropriate housing options for any clients of the CATC displaced as a result of the termination or amendment.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY OF SACRAMENTO

By:_____
John F. Shirey, City Manager

Approved as to form:

_____
City Attorney

Attest:

_____
City Clerk

SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

By:_____
LaShelle Dozier, Executive Director

Approved as to form:

_____
Agency Counsel

Exhibit "A"

COMPREHENSIVE ALCOHOL TREATMENT CENTER PROGRAM
SCOPE OF SERVICES

I. SERVICE LOCATION

Comprehensive Alcoholism Treatment Center
700 North 5th Street
Sacramento, CA 95814

All administrative and program site address changes must be reported to the CITY and SHRA 90 days prior to the change.

II. PROGRAM OPERATOR

The program shall be known as the Comprehensive Alcoholism Treatment Center Program and shall be operated by the Volunteers of America of Northern California and Northern Nevada (CONTRACTOR).

III. STAFFING

Center Director (.05 FTE)
Rapid Exit Coordinator (0.5 FTE)
**the Center Director and Rapid Exit Coordinator shall be full time, but costs will be shared with the Sacramento County Sheriff's AB 109 treatment program, operated out of the same facility*
Licensed Vocation Nurses (0.5 FTE)
Monitors (9.0 FTE)

The CATC will have 24 hour, seven day a week staffing of Monitors. The Center Director and Rapid Exit Coordinator will work a standard work week, with flexibility to meet the needs of the program. The Licensed Vocational Nurse position(s) will be mandated by the CONTRACTOR to be on-site during the most high need days and hours.

There will be a minimum of two staff on site at all times, with availability to take a law enforcement referral 24 hours a day, seven days a week.

IV. DESCRIPTION OF SERVICES

A. The CATC will provide emergency, short term shelter for up to 72 chronically inebriated men and up to 12 chronically inebriated women.

1. At entry, all clients will be administered a breathalyzer.
2. All new clients shall be screened within the first ten days of entering the

CATC for tuberculosis (TB);

3. All clients will be provided three nutritious meals a day. A dietician will review and evaluate meals provided to clients annually to assure that all meals are nutritionally balanced.
4. The CATC will provide transportation to essential medical and service appointments as needed.
5. The CATC shall endeavor to exit all clients within 30 days of entering to permanent housing.

B. CONTRACTOR will provide at least 80 beds (of which at most 72 can be available to and occupied by single men and at most 12 can be available to and occupied by single women) and will insure through regular maintenance of resident dormitories a capacity for 80 functioning single person beds at all times.

C. CONTRACTOR will provide humane and nurturing services of an immediate need and life sustaining nature to chronically alcoholic adults. CONTRACTOR will maintain a well- qualified staff experienced in working with this target population and will provide on- going staff training in cardiopulmonary resuscitation (CPR), first aid, disease recognition and prevention.

D. CONTRACTOR will provide up to ten (10) existing beds for a 90-day treatment program for qualified Serial Inebriates referred to the CATC by the Sacramento County Superior Court as part of the Serial Inebriate Program (SIP). Individuals placed in the SIP must successfully complete the alcohol addiction treatment program as part of their sentencing by the Court under Penal Code Section 647(f).

E. CONTRACTOR will develop ongoing linkages with alcohol and drug treatment providers and will provide contact with the treatment programs as needed in order to facilitate placement and referral policies and practices.

F. CONTRACTOR will provide housing search and placement services for all clients eligible for services in the Sacramento homeless Continuum of Care (CoC), and will create and maintain ongoing linkages with the CoC and the housing and services provided by their partners.

V. ELIGIBLE PARTICIPANTS

Persons eligible to receive services through CATC are chronic alcoholic adults who may or may not reside on the streets and other areas not intended for human habitation throughout the City and County of Sacramento.

A. Entry into the CATC is limited to four routes:

1. Direct referral and transport by a Sacramento Law Enforcement agency or the California Highway Patrol of an individual who is publicly intoxicated; or
2. Referral by a private medical hospital emergency room of an individual who was transported to the hospital by a Sacramento Law Enforcement agency or the California Highway Patrol while publicly intoxicated for medical care or clearance; or
3. Referral by Sacramento Self Help Housing from one of the Serial Inebriate Program after-care houses if:
    i. The client being referred was previously a client of the Serial Inebriate Program at CATC; and
    ii. There are fewer than ten clients in the Serial Inebriate Program beds at the CATC; and
    iii. There are empty, available beds at CATC.
4. Placement via court order and/or probationary term by any court of competent jurisdiction.

B. In the case that a law enforcement officer transfers an individual to the CATC and there is no available space, the CONTRACTOR shall (in this order):
    1. Exit the client with the longest stay who entered on a referral from the Sacramento Self Help Housing Serial Inebriate Program after-care houses back to the after-care house; or
    2. Assess the vulnerability of the new transport using the VI-SPIDAT. If the vulnerability of the new transport is greater than at least one of the existing clients (excluding the Serial Inebriate Program clients), the CONTRACTOR shall make space for the new transport by exiting out the lowest vulnerability existing client. The CONTRACTOR shall make every effort to connect the person being exited with other services and not to exit them to unsheltered homelessness.

C. Clients cannot self-refer to the CATC.

VI. ASSESSMENT AND SERVICES

Upon entry into the CATC, data on all clients will be entered into the Sacramento County Homeless Management Information System (HMIS), pursuant to the data standards as required by Sacramento Steps Forward. Additionally, within 72 hour of entry, all clients shall be assessed through the Vulnerability Index-Service Prioritization and Decision Assistance Tool (VI-SPIDAT) for placement into the Sacramento Steps Forward coordinated entry system.

Services and supports to assist client achieve self-sufficiency will be coordinated through the Sacramento Continuum of Care.

The CATC will make space available on-site and will host at least one meeting a week of Alcoholics Anonymous (AA) and one meeting of Narcotics Anonymous (NA) that are specifically for homeless individuals. Attendance at these support groups is optional.

VII. COOPERATION

CONTRACTOR shall coordinate with other service providers who are providing support services and/or lodging for the homeless population, with Sacramento Steps Forward and with other agencies necessary to carry out services in the most efficient manner possible and to enable referrals to appropriate agencies/programs.

VIII. BUDGET

The total budget for the CATC, inclusive of SHRA and CITY funding is as follows:

Salaries and benefits (10.1 FTE)	*$433,670*
Staff training	*$500*
Program supplies	*$6,500*
Special assistance	*$480*
Food and beverage ($3.10/meal, 3 x a day)	*$271,560*
Cleaning, linen & laundry	*$28,000*
Equipment expense & furnishings	*$1,800*
Mileage & travel	*$4,291*
Utilities	*$7,100*
Facilities	*$1,600*
General office	*$3,600*
Telephone	*$6,000*
Insurance	*$20,420*
Equipment maintenance and rental	*$2,400*
Travel, food & lodging	*$600*
Administration	*$119,656*
TOTAL	**$908,351**

Only program activities detailed in the budget will be eligible for reimbursement.

IX. RECORD-KEEPING AND REPORTING REQUIREMENTS

A. CONTRACTOR shall maintain client files, in accordance with the requirements of the Community Development Block Grant (CDBG) and in accordance with the requirements of the HMIS as operated by SSF. In the case of a conflict between the two standards, the stricter standard shall apply.

B. On a quarterly basis, CONTRACTOR shall prepare and submit to the CITY and

SHRA a report on the performance of the CATC.

1. The report shall distinguish between clients served at the SIP and those not served at the SIP
2. The report shall be of *unique clients* served over the course of the quarter and cumulatively.
3. The report shall include, at a minimum data on the count and percent of clients by:
   a. Referring law enforcement agency
   b. Living situation at time of entry
   c. Average length of stay at CATC
   d. Destination after exit
   e. Basic demographic information
      i. Gender
      ii. Age
      iii. Race
      iv. Veteran status
      v. Self-reported mental health disability
      vi. Chronic homeless status
   f. Vulnerability index from VI-SPIDAT

C. CONTRACTOR's records will be made available upon request for inspection by the CITY.

D. CONTRACTOR may contact the Homeless Services Coordinator at the CITY with any questions regarding reporting procedures.

X. INCIDENT REPORTS

CONTRACTOR staff shall provide CITY with Incident Reports within 72 hours of any incident as indicated using the "Providers Incident Report".

XI. INSPECTIONS

On at least an annual basis, CONTRACTOR shall provide the CITY and SHRA with documentation that any medical equipment kept on-site of the CATC facility and used in the program has passed an inspection.

XII. EVALUATION

CITY and SHRA may at any time, evaluate this program. CONTRACTOR shall be given opportunities to participate in the evaluation process and to respond.

XIII. ADDITIONAL REQUIREMENTS

CONTRACTOR shall satisfy the service requirements contained in the CDBG Scope of Work as contained in the contract for services with SHRA.

Meeting Date: **9/1/2015**

Report Type: Consent

Report ID: 2015-00768

City of SACRAMENTO 04

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Title: Support League of California Cities' Priorities for the Extraordinary Legislative Session on Transportation

Location: Citywide

Recommendation: Pass a Resolution supporting the League of California Cities priorities for transportation infrastructure funding.

Contact: Randi L. Knott, Director of Government Affairs, (916) 808-5771, Office of the City Manager

Presenter: None

Department: City Manager / Public Works

Division: Executive Office

Dept ID: 02001011

Attachments:

1-Description/Analysis

2-Resolution

City Attorney Review

Approved as to Form
Joe Robinson
8/25/2015 3:55:28 PM

Approvals/Acknowledgements

Department Director or Designee: John Dangberg - 8/24/2015 1:34:50 PM

Description/Analysis

Issue Detail: For years the State of California has failed to provide new sustainable funding for state and local transportation infrastructure. To address this longstanding issue, Gov. Brown has called an Extraordinary Legislative Session on Transportation.

Policy Considerations: In response to the Governor's Proclamation calling an Extraordinary Session on Transportation and Infrastructure, the League of California Cities (League) Board of Directors formally adopted a resolution urging Gov. Brown and the legislature to provide new sustainable funding for state and local transportation infrastructure. The League is asking all member cities to adopt a similar resolution.

Economic Impacts: Additional funding for transportation infrastructure will create both temporary and permanent jobs but no formal analysis has been completed for city-specific projects as of yet.

Environmental Considerations: Not Applicable

Sustainability: Not Applicable

Commission/Committee Action: The Law & Legislation Committee has found this policy to be in compliance with the Council's adopted legislative platform. The Mayor has also signed a letter with the Big Ten Mayors in support of this effort.

Rationale for Recommendation: The proposal put forth in Senate Bill SBx1 1 (Beall) would create a five-year temporary funding source for California's local roadways. Specifically, it would address many of the findings from the 2014 California Statewide Local Streets and Roads Needs Assessment which provides critical analysis and information on the condition of the local transportation funding needs. Cities and counties need an additional $1.7 billion just to maintain the status quo which is currently at risk. Failure to secure funding now has the implication of costing taxpayers twice as much to fix the local road system in the future.

Financial Considerations: Not applicable.

RESOLUTION NO.

Adopted by the Sacramento City Council

URGING THE STATE TO PROVIDE NEW SUSTAINABLE FUNDING FOR STATE AND LOCAL TRANSPORTATION INFRASTRUCTURE

BACKGROUND

A. Governor Edmund G. Brown, Jr. has called an extraordinary session to address the immense underfunding of California's transportation infrastructure.

B. Cities and counties own and operate more than 81 percent of streets and roads in California, and from the moment we open our front door to drive to work, bike to school, or walk to the bus station, people are dependent upon a safe, reliable local transportation network.

C. The City of Sacramento has participated in efforts with the California State Association of Counties, League of California Cities, and California's Regional Transportation Planning Agencies to study unmet funding needs for local roads and bridges, including sidewalks and other essential components.

D. The resulting 2014 California Statewide Local Streets and Roads Needs Assessment, which provides critical analysis and information on the local transportation network's condition and funding needs, indicates that the condition of the local transportation network is deteriorating as predicted in the initial 2008 study.

E. The results show that California's local streets and roads are on a path of significant decline. On a scale of zero (failed) to 100 (excellent), the statewide average pavement condition index (PCI) is 66, placing it in the "at risk" category where pavements will begin to deteriorate much more rapidly and require rehabilitation or rebuilding rather than more cost-effective preventative maintenance if funding is not increased.

F. The results show that the City of Sacramento's local streets have a statewide average pavement index of 61, placing them in the "at risk" category.

G. If funding remains at the current levels, in 10 years, 25 percent of local streets and roads in California will be in "failed" condition.

H. Cities and counties need an additional $1.7 billion just to maintain a status quo pavement condition of 66, and much more revenue to operate the system with Best Management Practices, which would reduce the total amount of funding needed for maintenance in the future.

I. Models show that an additional $3 billion annual investment in the local streets and roads system is expected to improve pavement conditions statewide from an average “at risk” condition to an average “good” condition.

J. If additional funding isn’t secured now, it will cost taxpayers twice as much to fix the local system in the future, as failure to act this year will increase unmet funding needs for local transportation facilities by $11 billion in five years and $21 billion in ten years.

K. Modernizing the local street and road system provides well-paying construction jobs and boosts local economies.

L. The local street and road system is also critical for farm to market needs, interconnectivity, multimodal needs, and commerce.

M. Police, fire, and emergency medical services all need safe reliable roads to react quickly to emergency calls where a few minutes of delay can be a matter of life and death.

N. Maintaining and preserving the local street and road system in good condition will reduce drive times and traffic congestion, improve bicycle safety, and make the pedestrian experience safer and more appealing, which leads to reduced vehicle emissions helping the State achieve its air quality and greenhouse gas emissions reductions goals.

O. Restoring roads before they fail also reduces construction time which results in less air pollution from heavy equipment and less water pollution from site run-off.

P. In addition to the local system, the state highway system needs an additional $5.7 billion annually to address the state’s deferred maintenance.

Q. In order to bring the local system back into a cost-effective condition, at least $7.3 billion annually in new money should be going directly to cities and counties.

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

Section 1. The Sacramento City Council strongly urges the Governor and Legislature to identity a sufficient and stable funding source for local street and road and state highway maintenance and rehabilitation to ensure the safe and efficient mobility of the traveling public and the economic vitality of California.

Section 2. The Sacramento City Council strongly urges the Governor and Legislature to adopt the following priorities for funding California’s streets and roads:

A. **Make a significant investment in transportation infrastructure.** Any package should seek to raise at least $6 billion annually and should

remain in place for at least 10 years or until an alternative method of funding our transportation system is agreed upon.

B. **Focus on maintaining and rehabilitating the current system.** Repairing California's streets and highways involves much more than fixing potholes. It requires major road pavement overlays, fixing unsafe bridges, providing safe access for bicyclists and pedestrians, replacing storm water culverts, as well as operational improvements that necessitate the construction of auxiliary lanes to relieve traffic congestion choke points and fixing design deficiencies that have created unsafe merging and other traffic hazards. Efforts to supply funding for transit in addition to funding for roads should also focus on fixing the system first.

C. **Equal split between state and local projects.** We support sharing revenue for roadway maintenance equally (50/50) between the state and cities and counties, given the equally-pressing funding needs of both systems, as well as the longstanding historical precedent for collecting transportation user fees through a centralized system and sharing the revenues across the entire network through direct subventions. Ensuring that funding to local governments is provided directly, without intermediaries, will accelerate project delivery and ensure maximum accountability.

D. **Raise revenues across a broad range of options.** Research by the California Alliance for Jobs and Transportation California shows that voters strongly support increased funding for transportation improvements. They are much more open to a package that spreads potential tax or fee increases across a broad range of options, including fuel taxes, license fees, and registration fees, rather than just one source. Additionally, any package should move California toward an all-users pay structure, in which everyone who benefits from the system contributes to maintaining it – from traditional gasoline-fueled vehicles, to new hybrids or electric vehicles, to commercial vehicles.

E. **Invest a portion of diesel tax and/or cap & trade revenue to high-priority goods movement projects**. While the focus of a transportation funding package should be on maintaining and rehabilitating the existing system, California has a critical need to upgrade the goods movement infrastructure that is essential to our economic well-being. Establishing a framework to make appropriate investments in major goods movement arteries can lay the groundwork for greater investments in the future that will also improve air quality and reduce greenhouse gas emissions.

F. **Strong accountability requirements to protect the taxpayers' investment.** Voters and taxpayers must be assured that all transportation revenues are spent responsibly. Local governments are accustomed to employing transparent processes for selecting road maintenance projects aided by pavement management systems, as well as reporting on the expenditure of transportation funds through the State Controller's Local Streets and Roads Annual Report.

G. **Provide Consistent Annual Funding Levels.** Under current statute, the annual gas tax adjustment by the Board of Equalization is creating extreme fluctuations in funding levels – a $900 million drop in this budget year alone. A transportation funding package should contain legislation that will create more consistent revenue projections and allow Caltrans and transportation agencies the certainty they need for longer term planning.

Meeting Date: **9/1/2015**

Report Type: Consent

Report ID: 2015-00750

City of SACRAMENTO 05

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Title: July 2015 Monthly Investment Transactions Report

Location: Citywide

Recommendation: Receive and file.

Contact: John Colville, Chief Investment Officer, (916) 808-8297, Office of City Treasurer

Presenter: None

Department: City Treasurer
Division: City Treasurer
Dept ID: 05001011
Attachments:
1-Description/Analysis
2-Background
3-Exhibits A to F

City Attorney Review

Approved as to Form
Steve Itagaki
8/19/2015 2:17:43 PM

Approvals/Acknowledgements

Department Director or Designee: Russell Fehr - 8/12/2015 6:00:24 PM

Description/Analysis

Issue Detail: The City Treasurer provides monthly reports to the City Council on current investment activity.

Policy Considerations: The City Treasurer routinely reports on monthly investment transactions to keep the City Council advised of current investment activity.

Economic Impacts: None

Environmental Considerations: None

Sustainability: None

Commission/Committee Action: None

Rationale for Recommendation: The City Treasurer is responsible for investing and reporting in accordance with the authority granted by City Charter Section 73, City Council ordinances and resolutions, and applicable state law.

Financial Considerations: The monthly investment report sets forth the monthly transactions of the City Treasurer's Office Investment Pool A funds. Portfolio value on June 30, 2015 was $939,862,763 and on July 31, 2015 the value was $ 931,208,843. The interest yield for the month was 1.03%. There were 17 total transactions for the period (12 purchases, and 5 maturities). The estimated duration of the portfolio is 2.06 years.

Consistent with the Investment Policy adopted by City Council on August 26, 2014, the monthly report herein includes the content described in Government Code sections 53607 and 53646 (b).

Local Business Enterprise (LBE): Because this transaction does not involve the purchase of goods or services for the City, LBE efforts are not applicable.

Background Information:

California Statutes Chapter 783, Statutes of 1995 and Chapter 749, Statutes of 1996 were enacted to help avoid a repeat of the December 1994 Orange County investment fiasco which resulted in investment losses exceeding $1.7 billion for Orange County and other local government entities. These statutes made revisions to certain State laws that addressed the investing of public funds, including, among other things, the requirement of reporting investment activity on a periodic basis. Specifically, Government Code section 53607 requires monthly reports to the City Council.

Commencing March, 1997, the City Treasurer, as the person vested with authority to invest City funds, has rendered monthly transaction reports to the City Council and this staff report accompanies the latest of such reports. This practice is consistent with prior City Council principles regarding investment authority, which emphasize full disclosure and prompt reporting of investment policy, strategies, programs and actual investments as reflected in Resolution 95-108.

For informational purposes, the City Treasurer also reports on transactions of other funds invested by the Treasurer's Office in addition to the City's funds. The summary and transactions detail for the month ended July 31, 2015 are listed in Exhibits A, B, C, D, E and F.

City of Sacramento
Summary of Transactions
July-15

Local Agency Funds:

	Pool A	Ethel Hart Trust	Public Trust	George Clark	Total
Purchases	$ 40,583,592	$ -	$ -	$ -	**$ 40,583,592**
Sales	-	-	-	-	**-**
Calls	-	-	-	-	**-**
Maturities	28,520,725	-	-	-	**28,520,725**
Contributions	64,245,883	-	-	-	**64,245,883**
Withdrawals	73,836,114	-	8,477	2,091	**73,846,682**
Total	**$ 207,186,314**	**$ -**	**$ 8,477**	**$ 2,091**	**$ 207,196,882**

Outside Agency Funds:

Sacramento City Employees' Retirement System (SCERS) Funds:

	Fixed Bonds	Equity Income	Large Cap	International	Total
Purchases	$ -	$ -	$ 2,255,577	$ 21,582,936	**$ 23,838,513**
Sales	-	-	3,023,217	20,453,843	**23,477,060**
Calls	-	-	-	-	**-**
Maturities	30,910	-	-	-	**30,910**
Expenses	375	-	-	-	**375**
Contributions	-	-	-	-	**-**
Withdrawals	3,382,779	353,050	135,518	605,076	**4,476,423**
Total	**$ 3,414,064**	**$ 353,050**	**$ 5,414,312**	**$ 42,641,855**	**$ 51,823,281**

City of Sacramento
Summary of Transactions
July-15

SHRA Investment Pool Fund:

	Pool D	Total
Purchases	$ 3,271,034	**$ 3,271,034**
Sales	-	**-**
Calls	4,000,000	**4,000,000**
Maturities	248,000	**248,000**
Contributions	2,984,737	**2,984,737**
Withdrawals	-	**-**
Total	**$ 10,503,771**	**$ 10,503,771**

Capitol Area Development Authority (CADA) Funds:

	CADA	CADA-A	CADA-B	Total
Contributions	$ -	$ -	$ -	**$ -**
Withdrawals	-	-	-	**-**
Total	**$ -**	**$ -**	**$ -**	**$ -**

All Other Funds:

	ARFCD	RD	SPLA	TNBC	Total
Contributions	$ -	$ 1,000,000	$ -	$ -	**$ 1,000,000**
Withdrawals	-	-	2,500,000	40,799	**2,540,799**
Total	**$ -**	**$ 1,000,000**	**$ 2,500,000**	**$ 40,799**	**$ 3,540,799**

GRAND TOTAL	**$ 273,064,733**

City of Sacramento

TRANSACTION SUMMARY

City Investment Pool A

From 07-01-15 To 07-31-15

Trade Date	Quantity	Security	Unit Cost	Total Cost	Unit Price	Total Proceeds	Gain/ Loss
PURCHASES							
07-01-15	5,000,000	Exxon Mobil Corp 0.333% Due 03-01-18	99.87	4,993,700			
07-09-15	2,500,000	Freddie Mac 1.500% Due 04-29-19	100.00	2,500,000			
07-14-15	3,000,000	Royal Bank of Canada 1.297% Due 07-30-20	100.00	3,000,000			
07-15-15	9,000,000	Coca Cola Company 0.400% Due 03-15-16	99.73	8,975,800			
07-16-15	7,000,000	MUFG Union Bank 0.350% Due 02-16-16	99.79	6,985,368			
07-16-15	1,000,000	California St Univ Rev 0.983% Due 11-01-17	100.00	1,000,000			
07-16-15	4,000,000	Florida Hurricane Catastrophe 2.995% Due 07-01-20	101.47	4,058,680			
07-16-15	540,000	San Mateo Calif Redev Agy Succ 1.430% Due 08-01-16	100.00	540,000			
07-20-15	5,000,000	Toyota Motor Credit Corp 0.380% Due 02-26-16	99.77	4,988,336			
07-22-15	2,000,000	Microsoft Corp 4.200% Due 06-01-19	109.02	2,180,400			
07-30-15	445,000	Midpeninsula Regl Open Space D 2.000% Due 09-01-18	101.75	452,805			
07-30-15	905,000	Midpeninsula Regl Open Space D 2.000% Due 09-01-19	100.39	908,502			
TOTAL				**40,583,592**			

City of Sacramento

TRANSACTION SUMMARY

City Investment Pool A

From 07-01-15 To 07-31-15

Trade Date	Quantity	Security	Unit Cost	Total Cost	Unit Price	Total Proceeds	Gain/ Loss
MATURITIES							
07-07-15	6,000,000	Merrick Bank 0.350% Due 07-07-15	100.00	6,000,000	100.00	6,000,000	0
07-09-15	9,000,000	Abbey Nat'l Na Llc 0.320% Due 07-09-15	99.80	8,981,920	99.80	8,981,920	0
07-15-15	1,500,000	HSBC Finance Corp 3.600% Due 07-15-15	103.83	1,557,465	100.00	1,500,000	-57,465
07-21-15	7,000,000	General Electric Capital Corp 0.250% Due 07-21-15	99.85	6,989,257	99.85	6,989,257	0
07-21-15	5,000,000	Toyota Motor Credit Corp 0.250% Due 07-21-15	99.84	4,992,083	99.84	4,992,083	0
TOTAL				**28,520,725**		**28,463,260**	**-57,465**

City of Sacramento
TRANSACTION SUMMARY
City Investment Pool A
From 07-01-15 To 07-31-15

Trade Date	Quantity	Security	Unit Cost	Total Cost	Unit Price	Total Proceeds	Gain/ Loss
CONTRIBUTIONS							
07-01-15		B Of A Cash		25,808			
07-01-15		B Of A Cash		1,805			
07-01-15		Fidelity Fund		3,078			
07-01-15		Fidelity Fund		264			
07-01-15		Fidelity Fund		198			
07-01-15		Fidelity Fund		185,500			
07-01-15		Fidelity Fund		15,500			
07-01-15		Fidelity Fund		26,800			
07-01-15		Fidelity Fund		333,101			
07-02-15		B Of A Cash		1,126,783			
07-02-15		Fidelity Fund		440			
07-02-15		Fidelity Fund		21,975			
07-03-15		B Of A Cash		819,301			
07-06-15		B Of A Cash		2,985,852			
07-06-15		Fidelity Fund		3,080			
07-07-15		B Of A Cash		2,354,044			
07-08-15		B Of A Cash		1,473			
07-08-15		Fidelity Fund		675			
07-08-15		Fidelity Fund		495			
07-09-15		B Of A Cash		2,077			
07-09-15		Fidelity Fund		10,583			
07-09-15		Fidelity Fund		697			
07-10-15		B Of A Cash		13,222,193			
07-10-15		Fidelity Fund		2,450			
07-10-15		Fidelity Fund		1,122			
07-10-15		Fidelity Fund		988			
07-10-15		Fidelity Fund		6,500			
07-10-15		Fidelity Fund		66,800			
07-13-15		B Of A Cash		1,415,169			
07-13-15		Fidelity Fund		105			
07-13-15		Fidelity Fund		5,700			
07-14-15		B Of A Cash		2,472,211			
07-14-15		Fidelity Fund		663,860			
07-15-15		B Of A Cash		7,793			
07-15-15		B Of A Cash		9,596,712			
07-15-15		Fidelity Fund		204			
07-15-15		Fidelity Fund		19,029			
07-15-15		Fidelity Fund		8,925			
07-16-15		B Of A Cash		1,763			
07-17-15		B Of A Cash		1,000,000			
07-17-15		B Of A Cash		2,331,041			
07-17-15		Fidelity Fund		5,086			
07-17-15		Fidelity Fund		50,165			
07-20-15		B Of A Cash		3,357,121			
07-20-15		Fidelity Fund		1,181,372			
07-20-15		Fidelity Fund		267			
07-21-15		B Of A Cash		1,649,119			
07-21-15		Fidelity Fund		159,375			
07-21-15		Fidelity Fund		2,240			
07-22-15		B Of A Cash		2,055			
07-22-15		Fidelity Fund		9,450			

City of Sacramento

TRANSACTION SUMMARY

City Investment Pool A

From 07-01-15 To 07-31-15

Trade Date	Quantity	Security	Unit Cost	Total Cost	Unit Price	Total Proceeds	Gain/ Loss
07-22-15		Fidelity Fund		238			
07-23-15		B Of A Cash		1,877			
07-23-15		Fidelity Fund		5,700			
07-23-15		Fidelity Fund		5,884			
07-24-15		B Of A Cash		3,017,622			
07-24-15		Fidelity Fund		343			
07-24-15		Fidelity Fund		157			
07-24-15		Fidelity Fund		245			
07-24-15		Fidelity Fund		11,437			
07-27-15		B Of A Cash		5,651,662			
07-27-15		Fidelity Fund		460			
07-27-15		Fidelity Fund		5,044			
07-27-15		Fidelity Fund		460			
07-28-15		B Of A Cash		2,371,206			
07-28-15		Fidelity Fund		666,945			
07-28-15		Fidelity Fund		60			
07-29-15		B Of A Cash		1,294,795			
07-29-15		Fidelity Fund		396			
07-29-15		Fidelity Fund		47,438			
07-30-15		B Of A Cash		4,460,193			
07-30-15		Fidelity Fund		64,697			
07-31-15		B Of A Cash		1,399,144			
07-31-15		Fidelity Fund		334			
07-31-15		Fidelity Fund		330			
07-31-15		Fidelity Fund		660			
07-31-15		Fidelity Fund		80,208			
TOTAL				**64,245,883**			

City of Sacramento

TRANSACTION SUMMARY

City Investment Pool A

From 07-01-15 To 07-31-15

Trade Date	Quantity	Security	Unit Cost	Total Cost	Unit Price	Total Proceeds	Gain/ Loss
WITHDRAWALS							
07-01-15		B Of A Cash		4,384,836			
07-02-15		B Of A Cash		673,860			
07-03-15		B Of A Cash		190,082			
07-06-15		B Of A Cash		2,909,028			
07-07-15		B Of A Cash		37,691			
07-07-15		B Of A Cash		3,107			
07-07-15		B Of A Cash		8,342,520			
07-07-15		Fidelity Fund		557,889			
07-08-15		B Of A Cash		1,829,679			
07-08-15		Fidelity Fund		476,281			
07-09-15		B Of A Cash		2,289,715			
07-10-15		B Of A Cash		1,244,985			
07-13-15		B Of A Cash		2,753,155			
07-14-15		B Of A Cash		4,333,330			
07-15-15		B Of A Cash		1,589,590			
07-16-15		B Of A Cash		5,558,995			
07-17-15		B Of A Cash		1,446,292			
07-20-15		B Of A Cash		1,355,274			
07-21-15		B Of A Cash		7,917,781			
07-21-15		Fidelity Fund		723,472			
07-22-15		B Of A Cash		1,856,073			
07-23-15		B Of A Cash		5,381,462			
07-24-15		B Of A Cash		2,000,000			
07-24-15		B Of A Cash		2,873,898			
07-24-15		Fidelity Fund		210,705			
07-24-15		Fidelity Fund		436			
07-27-15		B Of A Cash		2,969,183			
07-27-15		Fidelity Fund		199,093			
07-27-15		Fidelity Fund		3,550			
07-28-15		B Of A Cash		3,300,035			
07-28-15		Fidelity Fund		44,847			
07-29-15		B Of A Cash		935,991			
07-30-15		B Of A Cash		447,980			
07-31-15		B Of A Cash		500,000			
07-31-15		B Of A Cash		4,495,297			
TOTAL				**73,836,114**			

City of Sacramento

TRANSACTION SUMMARY

Ethel Hart Mutual Endowment Fund

From 07-01-15 To 07-31-15

Trade Date	Quantity	Security	Unit Cost	Total Cost	Unit Price	Total Proceeds	Gain/ Loss

No transactions were found!

City of Sacramento

TRANSACTION SUMMARY

Ann Land/Bertha Henschel Endowment Fund

From 07-01-15 To 07-31-15

Trade Date	Quantity	Security	Unit Cost	Total Cost	Unit Price	Total Proceeds	Gain/ Loss
WITHDRAWALS							
07-31-15		Pool A Cash		8,477			
TOTAL				**8,477**			

City of Sacramento

TRANSACTION SUMMARY

George H. Clark Memorial Scholarship Fund

From 07-01-15 To 07-31-15

Trade Date	Quantity	Security	Unit Cost	Total Cost	Unit Price	Total Proceeds	Gain/ Loss
WITHDRAWALS							
07-31-15		Pool A Cash		2,091			
TOTAL				**2,091**			

City of Sacramento
TRANSACTION SUMMARY
Fixed Bonds
SCERS
From 07-01-15 To 07-31-15

Trade Date	Quantity	Security	Unit Cost	Total Cost	Unit Price	Total Proceeds	Gain/ Loss
MATURITIES							
07-01-15	14,584	Walgreens Drugs/Adahi, Inc 6.500% Due 05-01-24	100.00	14,584	100.00	14,584	0
07-15-15	102	Gnma Pool #439515 7.000% Due 03-15-27	98.06	100	100.00	102	2
07-15-15	57	Gnma Pool #450066 7.500% Due 12-15-26	99.34	57	100.00	57	0
07-15-15	10,191	Gnma Pool #550718 5.000% Due 11-15-35	97.31	9,917	100.00	10,191	274
07-15-15	119	Gnma Pool #157445 9.000% Due 06-15-16	101.32	121	100.00	119	-2
07-15-15	44	Gnma Pool #167166 9.500% Due 08-15-16	103.07	45	100.00	44	-1
07-15-15	175	Gnma Pool #208975 9.500% Due 03-15-17	100.55	176	100.00	175	-1
07-15-15	266	Gnma Pool #211421 9.500% Due 04-15-17	100.55	268	100.00	266	-1
07-15-15	217	Gnma Pool #320296 8.000% Due 03-15-22	98.19	213	100.00	217	4
07-15-15	307	Gnma Pool #329837 7.500% Due 11-15-22	98.47	303	100.00	307	5
07-15-15	1,033	Gnma Pool #648348 5.500% Due 10-15-35	99.66	1,029	100.00	1,033	4
07-27-15	4,112	Gnma Pool #256393 6.000% Due 09-01-36	99.67	4,098	100.00	4,112	13
TOTAL				**30,910**		**31,207**	**297**

City of Sacramento

TRANSACTION SUMMARY

Fixed Bonds

SCERS

From 07-01-15 To 07-31-15

Trade Date	Quantity	Security	Unit Cost	Total Cost	Unit Price	Total Proceeds	Gain/ Loss
EXPENSES							
07-01-15		Portfolio Investment Fees Payable		175			
07-15-15		Portfolio Investment Fees Payable		200			
TOTAL				**375**			

City of Sacramento

TRANSACTION SUMMARY

Fixed Bonds

SCERS

From 07-01-15 To 07-31-15

Trade Date	Quantity	Security	Unit Cost	Total Cost	Unit Price	Total Proceeds	Gain/ Loss
WITHDRAWALS							
07-01-15		Pool A Cash		3,000,000			
07-31-15		Pool A Cash		382,779			
TOTAL				**3,382,779**			

City of Sacramento

TRANSACTION SUMMARY

Equity Income

SCERS

From 07-01-15 To 07-31-15

Trade Date	Quantity	Security	Unit Cost	Total Cost	Unit Price	Total Proceeds	Gain/ Loss
WITHDRAWALS							
07-01-15		Pool A Cash		250,000			
07-31-15		Pool A Cash		103,050			
TOTAL				**353,050**			

City of Sacramento
TRANSACTION SUMMARY
Large Cap Growth
SCERS
From 07-01-15 To 07-31-15

Trade Date	Quantity	Security	Unit Cost	Total Cost	Unit Price	Total Proceeds	Gain/ Loss
PURCHASES							
07-01-15	8,000	Splunk Inc Com	69.74	557,889			
07-02-15	4,000	Unitedhealth Group Inc	121.32	485,281			
07-16-15	1,000	Illumina Inc	229.53	229,528			
07-16-15	4,000	Unitedhealth Group Inc	123.49	493,943			
07-21-15	-150	Wal-Mart Store Cll Opt 75.0000 08212015	0.38	-5,700			
07-21-15	1,000	Illumina Inc	233.03	233,030			
07-22-15	2,000	Illumina Inc	210.03	420,060			
07-23-15	-50	Ishares Rs2000 Cll Opt126.5000 08212015	0.72	-3,625			
07-23-15	-100	Spdr S&p500 Tr Cll Opt213.5000 08212015	1.03	-10,350			
07-23-15	-100	Skyworks Soltn Cll Opt120.0000 08212015	0.83	-8,350			
07-28-15	-110	American Airls Cll Opt 45.0000 08212015	0.38	-4,235			
07-28-15	-90	Cummins Inc Cll Opt135.0000 08212015	0.38	-3,465			
07-28-15	-90	Delta Air Lns Cll Opt 47.5000 08212015	0.44	-3,989			
07-28-15	-140	Eastman Chem Cll Opt 80.0000 08212015	0.78	-10,990			
07-28-15	-100	Facebook Inc Cll Opt110.0000 08212015	0.75	-7,550			
07-28-15	-100	Spdr S&p500 Tr Cll Opt212.5000 08212015	0.66	-6,650			
07-29-15	-280	Halliburton Co Cll Opt 45.0000 08212015	0.47	-13,300			
07-29-15	-46	Ishare Nas Bio Cll Opt400.0000 08212015	1.38	-6,371			
07-29-15	-190	Mondelez Intl Cll Opt 45.0000 08212015	0.34	-6,555			
07-29-15	-130	Schlumberger Cll Opt 88.0000 08212015	0.43	-5,655			
07-29-15	-80	Splunk Inc Cll Opt 74.0000 08212015	0.73	-5,880			
07-29-15	-205	Tjx Companies Cll Opt 72.5000 08212015	0.21	-4,305			
07-29-15	-65	Tesoro Corp Cll Opt106.0000 08212015	1.07	-6,987			
07-29-15	-120	Unitedhealth Cll Opt126.0000 08212015	0.71	-8,580			
07-29-15	-90	Valero Energy Cll Opt 68.0000 08212015	0.78	-7,065			
07-30-15	-50	Ishares Rs2000 Cll Opt125.0000 08212015	0.44	-2,225			
07-30-15	-175	Nxp Semicndctr Cll Opt105.0000 08212015	0.66	-11,550			
07-30-15	-100	Spdr S&p500 Qt Cll Opt214.0000 08212015	0.58	-5,850			

City of Sacramento

TRANSACTION SUMMARY

Large Cap Growth

SCERS

From 07-01-15 To 07-31-15

Trade Date	Quantity	Security	Unit Cost	Total Cost	Unit Price	Total Proceeds	Gain/ Loss
07-31-15	-100	Facebook Inc Cll Opt100.0000 08212015	0.78	-7,850			
07-31-15	-80	Splunk Inc Cll Opt 75.0000 08212015	0.88	-7,080			
TOTAL				**2,255,577**			

City of Sacramento

TRANSACTION SUMMARY

Large Cap Growth

SCERS

From 07-01-15 To 07-31-15

Trade Date	Quantity	Security	Unit Cost	Total Cost	Unit Price	Total Proceeds	Gain/ Loss
SALES							
07-09-15	20,000	Market Vectors Etf Tr Oil Svcs Etf	37.67	753,458	33.19	663,860	-89,598
07-15-15	10,000	F5 Networks Inc	109.03	1,090,324	118.14	1,181,372	91,048
07-22-15	2,000	Select Sector Spdr Tr Sbi Int-Energy	79.10	158,206	70.81	141,618	-16,588
07-22-15	2,000	Spdr Series Trust S&p Oilgas Exp	53.75	107,498	39.67	79,349	-28,149
07-23-15	17,000	Spdr Series Trust S&p Oilgas Exp	53.75	913,731	39.23	666,945	-246,786
TOTAL				**3,023,217**		**2,733,144**	**-290,073**

City of Sacramento

TRANSACTION SUMMARY

Large Cap Growth

SCERS

From 07-01-15 To 07-31-15

Trade Date	Quantity	Security	Unit Cost	Total Cost	Unit Price	Total Proceeds	Gain/ Loss
WITHDRAWALS							
07-31-15		Pool A Cash		135,518			
TOTAL				**135,518**			

City of Sacramento

TRANSACTION SUMMARY

International

SCERS

From 07-01-15 To 07-31-15

Trade Date	Quantity	Security	Unit Cost	Total Cost	Unit Price	Total Proceeds	Gain/ Loss
PURCHASES							
07-14-15	36,960	Ishares MSCI Emerging Markets ETF	38.76	1,432,603			
07-14-15	73,920	Ishares MSCI Eafe ETF	65.06	4,809,272			
07-15-15	3,133	Ishares MSCI Emerging Markets ETF	38.42	120,375			
07-15-15	6,270	Ishares MSCI Eafe ETF	64.93	407,092			
07-16-15	4,332	Ishares MSCI Emerging Markets ETF	38.81	168,137			
07-16-15	8,602	Ishares MSCI Eafe ETF	65.46	563,054			
07-17-15	6,100	Ishares MSCI Emerging Markets ETF	38.77	236,501			
07-17-15	10,900	Ishares MSCI Eafe ETF	65.31	711,911			
07-20-15	17,360	Ishares MSCI Emerging Markets ETF	38.55	669,195			
07-20-15	34,179	Ishares MSCI Eafe ETF	65.55	2,240,553			
07-21-15	11,484	Ishares MSCI Emerging Markets ETF	38.57	442,929			
07-21-15	23,181	Ishares MSCI Eafe ETF	65.24	1,512,247			
07-22-15	49,700	Ishares MSCI Emerging Markets ETF	38.02	1,889,765			
07-22-15	97,800	Ishares MSCI Eafe ETF	64.77	6,334,455			
07-23-15	931	Ishares MSCI Emerging Markets ETF	37.87	35,257			
07-23-15	148	Ishares MSCI Eafe ETF	64.80	9,590			
TOTAL				**21,582,936**			

City of Sacramento

TRANSACTION SUMMARY

International

SCERS

From 07-01-15 To 07-31-15

Trade Date	Quantity	Security	Unit Cost	Total Cost	Unit Price	Total Proceeds	Gain/ Loss
SALES							
07-14-15	140,876	Ishares Msci Acwi Us Etf	42.17	5,941,146	44.66	6,292,040	350,895
07-15-15	11,856	Ishares Msci Acwi Us Etf	42.17	500,002	44.51	527,734	27,732
07-16-15	16,350	Ishares Msci Acwi Us Etf	42.17	689,526	44.86	733,431	43,905
07-17-15	21,201	Ishares Msci Acwi Us Etf	42.17	894,107	44.75	948,649	54,542
07-20-15	65,100	Ishares Msci Acwi Us Etf	42.17	2,745,454	44.79	2,915,632	170,178
07-21-15	43,799	Ishares Msci Acwi Us Etf	42.17	1,847,130	44.63	1,954,740	107,610
07-22-15	185,818	Ishares Msci Acwi Us Etf	42.17	7,836,479	44.24	8,220,670	384,192
TOTAL				**20,453,843**		**21,592,896**	**1,139,053**

City of Sacramento

TRANSACTION SUMMARY

International

SCERS

From 07-01-15 To 07-31-15

Trade Date	Quantity	Security	Unit Cost	Total Cost	Unit Price	Total Proceeds	Gain/ Loss
WITHDRAWALS							
07-01-15		Pool A Cash		250,000			
07-31-15		Pool A Cash		355,076			
TOTAL				**605,076**			

City of Sacramento

TRANSACTION SUMMARY

Pool D

SHRA Investment Pool

From 07-01-15 To 07-31-15

Trade Date	Quantity	Security	Unit Cost	Total Cost	Unit Price	Total Proceeds	Gain/ Loss
PURCHASES							
07-09-15	300,000	Freddie Mac 1.500% Due 04-29-19	100.00	300,000			
07-16-15	500,000	California St Univ Rev 1.463% Due 11-01-18	100.00	500,000			
07-22-15	1,000,000	Microsoft Corp 4.200% Due 06-01-19	109.02	1,090,200			
07-30-15	1,350,000	California Earthquake Auth Rev 2.805% Due 07-01-19	102.28	1,380,834			
TOTAL				**3,271,034**			

City of Sacramento

TRANSACTION SUMMARY

Pool D

SHRA Investment Pool

From 07-01-15 To 07-31-15

Trade Date	Quantity	Security	Unit Cost	Total Cost	Unit Price	Total Proceeds	Gain/ Loss
CALLS							
07-14-15	2,000,000	Federal Farm Credit Bank 1.470% Due 07-09-18	100.00	2,000,000	100.00	2,000,000	0
07-30-15	2,000,000	Freddie Mac 1.100% Due 10-30-17	100.00	2,000,000	100.00	2,000,000	0
TOTAL				**4,000,000**		**4,000,000**	**0**

City of Sacramento

TRANSACTION SUMMARY

Pool D

SHRA Investment Pool

From 07-01-15 To 07-31-15

Trade Date	Quantity	Security	Unit Cost	Total Cost	Unit Price	Total Proceeds	Gain/ Loss
MATURITIES							
07-06-15	248,000	American Express 1.000% Due 07-06-15	100.00	248,000	100.00	248,000	0
TOTAL				**248,000**		**248,000**	**0**

City of Sacramento

TRANSACTION SUMMARY

Pool D

SHRA Investment Pool

From 07-01-15 To 07-31-15

Trade Date	Quantity	Security	Unit Cost	Total Cost	Unit Price	Total Proceeds	Gain/ Loss
CONTRIBUTIONS							
07-01-15		Caltrust Money Market		2,636,720			
07-31-15		Fidelity Fund		348,016			
TOTAL				**2,984,737**			

City of Sacramento

TRANSACTION SUMMARY

Capitol Area Development Authority - Banking

From 07-01-15 To 07-31-15

Trade Date	Quantity	Security	Unit Cost	Total Cost	Unit Price	Total Proceeds	Gain/ Loss

No transactions were found!

City of Sacramento

TRANSACTION SUMMARY

Capitol Area Development Authority - Tax Exempt

From 07-01-15 To 07-31-15

Trade Date	Quantity	Security	Unit Cost	Total Cost	Unit Price	Total Proceeds	Gain/ Loss

No transactions were found!

City of Sacramento

TRANSACTION SUMMARY

Capitol Area Development Authority - Taxable

From 07-01-15 To 07-31-15

Trade Date	Quantity	Security	Unit Cost	Total Cost	Unit Price	Total Proceeds	Gain/ Loss

No transactions were found!

City of Sacramento

TRANSACTION SUMMARY

American River Flood Control District

From 07-01-15 To 07-31-15

Trade Date	Quantity	Security	Unit Cost	Total Cost	Unit Price	Total Proceeds	Gain/ Loss

No transactions were found!

City of Sacramento

TRANSACTION SUMMARY

Reclamation District No. 1000

From 07-01-15 To 07-31-15

Trade Date	Quantity	Security	Unit Cost	Total Cost	Unit Price	Total Proceeds	Gain/ Loss
CONTRIBUTIONS							
07-17-15		Pool A Cash		1,000,000			
TOTAL				**1,000,000**			

City of Sacramento

TRANSACTION SUMMARY

Sacramento Public Library Authority

From 07-01-15 To 07-31-15

Trade Date	Quantity	Security	Unit Cost	Total Cost	Unit Price	Total Proceeds	Gain/ Loss
WITHDRAWALS							
07-24-15		Pool A Cash		2,000,000			
07-31-15		Pool A Cash		500,000			
TOTAL				**2,500,000**			

City of Sacramento

TRANSACTION SUMMARY

The Natomas Basin Conservancy

From 07-01-15 To 07-31-15

Trade Date	Quantity	Security	Unit Cost	Total Cost	Unit Price	Total Proceeds	Gain/ Loss
WITHDRAWALS							
07-07-15		Pool A Cash		37,691			
07-07-15		Pool A Cash		3,107			
TOTAL				**40,799**			

Meeting Date: **9/1/2015**

Report Type: Consent

Report ID: 2015-00713

City of SACRAMENTO 06

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Title: (Pass for Publication) Park Plaza Walgreens Project (P12-016)

Location: 1600 – 1620 West El Camino Avenue, District 3

Recommendation: 1) Review a) a Resolution determining that the project is exempt under CEQA Guidelines Section 15332-Infill Development; b) a Resolution approving the General Plan Amendment to change approximately 0.08 acres from a Parks and Recreation to a Suburban Center designation; c) a Resolution approving the Planned Unit Development (PUD) Guidelines Amendment to modify landscape, parking, and signage criteria in the Creekside Oaks PUD; d) a Resolution approving the Park Plaza Walgreens' Tentative Map and Site Plan and Design Review to develop an approximately 15,019 square-foot retail building in the Shopping Center PUD (SC-PUD) zone; and e) an Ordinance rezoning approximately 0.08 acres from Office Business Low-Rise Mixed-Use Planned Unit Development (OB-PUD) to SC-PUD; and 2) pass for publication the Ordinance title as required by Sacramento City Charter 32c and continue to September 8, 2015 for adoption.

Contact: David Hung, Associate Planner, (916) 808-5530; Lindsey Alagozian, Senior Planner, (916) 808-2659, Community Development Department

Presenter: David Hung, Associate Planner, (916) 808-5530, Community Development Department

Department: Community Development Dept
Division: Current Planning
Dept ID: 21001221
Attachments:
01-Description/Analysis
02-Background
03-Vicinity Map
04-Ordinance Rezone
05-Resolution CEQA
06-Resolution General Plan Amendment
07-Resolution PUD Guidelines Amendment
08-Resolution Project Approval
09-Arborist Report and Nesting Survey
10-Tentative Fire Station Site Plan
11-Development Exhibits

City Attorney Review

Approved as to Form
Jeffrey Heeren
8/25/2015 12:17:02 PM

Approvals/Acknowledgements

Department Director or Designee: Ryan Devore - 8/14/2015 9:39:12 AM

Description/Analysis

Issue Detail: The applicant is requesting entitlements to construct a new approximately 15,019 square-foot retail building with a drive-through pharmacy in the Shopping Center Planned Unit Development (SC-PUD) zone. The project requires the following entitlements: General Plan Amendment, Rezone, PUD Guidelines Amendment, Tentative Map, and Site Plan and Design Review. The project involves the acquisition of 0.08 acres from an adjacent City park to be used by the shopping center. Due to the change in use for the 0.08 acre parkland, the project requires a General Plan Amendment to change the 0.08 acres from a parks and recreation to suburban center designation and from an Office Business Low-Rise Mixed-Use Planned Unit Development (OB-PUD) to a SC-PUD zone. Various neighborhood advisory groups and agencies were notified of the proposal. The issues raised by community members include: 1) the detriment of adding a left-turn lane from West El Camino, 2) the loss of trees on the site and the median strip as a result of the development, 3) the disposition of the adjacent park site, and 4) the sale of alcoholic beverages at the retail building. The above issues are discussed in detail in the Background section of this report. On July 16, 2015, the Planning and Design Commission forwarded a recommendation of approval to the City Council with amended conditions.

Policy Considerations:

General Plan

The 2035 General Plan Update was adopted by City Council on March 3, 2015. The 2035 General Plan's goals, policies, and implementation programs define a roadmap to achieving Sacramento's vision to be the most livable city in America. The 2035 General Plan designation of the shopping center site is Suburban Center. This designation provides for predominantly nonresidential, lower-intensity single-use commercial development or horizontal and vertical mixed-use development.

The site is currently developed with a community shopping center, consistent with this designation. The applicant is proposing to acquire a small triangular portion of the adjacent park site (0.08 acres) adjacent to the southwest corner of the subject site in order to gain more parking and maneuvering space for the new Walgreens project. The General Plan designates this small portion as "Parks and Recreation" and in order for it to be consistent with the designation of the shopping center, a General Plan Amendment is proposed. The summary of the amendment is as follows:

Table 2: General Plan Land Uses

Designation	Existing (acres)	Proposed (acres)	Difference (acres)
Parks and Recreation	1.63 net	1.55 net	-0.08 net
Suburban Center	4.02 net	4.1 net	+0.08 net

Staff supports the re-designation since the triangular piece of 0.08 acre parks land is not clearly visible from the street and is not functionally integrated with the overall usage of the park. Adding this small portion to the proposed development will ensure that adequate maneuvering space is provided for the project.

The 2035 General Plan has identified goals and policies under the Land Use and Urban Design Element. Goals and policies related to this project include:

Policy LU 1.1.5 Infill Development. *The City shall promote and provide incentives (e.g., focused infill planning, zoning/rezoning, revised regulations, provision of infrastructure) for infill development, redevelopment, mining reuse, and growth in urbanized areas to enhance community character, optimize City investments in infrastructure and community facilities, support increased transit use, promote pedestrian and bicycle-friendly neighborhoods, increase housing diversity, ensure integrity of historic districts, and enhance retail viability.* Staff finds that the project, as an anchor store, will increase the retail viability of the shopping center which currently comprise of mainly small retail tenants. The store will increase pedestrian traffic within the center which will enhance the business environment.

Policy LU 2.6.8 Heat Island Effect. *The City shall reduce the "heat island effect" by promoting and requiring, where appropriate, such features as reflective roofing, green roofs, light-colored pavement, and urban shade trees and by reducing the unshaded extent of parking lots.* Staff finds that the project will be providing a net gain of urban shade trees for the center as a whole and will assist in reducing the heat island effect.

Policy LU 2.7.2 Design Review. *The City shall require design review that focuses on achieving appropriate form and function for new and redevelopment projects to promote creativity, innovation, and design quality.* Staff has worked with the applicant on an aesthetically pleasing design for the building; wall trellising and wainscoting are incorporated into the design to enhance elevations where windows cannot be incorporated.

Policy LU 4.2.2 Enhanced Urban Forest. *The City shall pursue opportunities to enhance the urban forest in existing suburban neighborhoods by undertaking neighborhood street tree planting programs that introduce more trees into the public right-of-way, rather than depending on trees in private yards. Potential strategies include the following: Introducing new planting strips and street trees between the curb and sidewalk; creating tree wells in existing sidewalks; and adding trees to public parks and greenways.* Staff finds that the project proposes to introduce trees in the public right-of-way elsewhere to replace trees removed at the center median in front of the site.

Policy LU 5.1.1 Diverse Centers. *The City shall encourage development of local, citywide, and regional mixed-use centers that address different community needs and market sectors, and complement and are well integrated with the surrounding neighborhoods.* Staff finds that the project will address the retail needs of the community and will integrate with the surrounding neighborhood.

Policy LU 5.1.2 Centers Served by Transit. *The City shall promote the development of commercial mixed-use centers that are located on existing or planned transit stops in order to facilitate and take advantage of transit service, reduce vehicle trips, and enhance community access.* Staff finds that a planned light rail transit station will be constructed close to the site and will enhance community access to the shopping center.

Goal LU 5.2 Suburban Centers. *Promote more attractive, pedestrian-friendly suburban centers that serve surrounding neighborhoods and businesses at local gathering places where people shop and socialize.* Staff finds that the project will promote a local gathering place where people shop and socialize.

Policy ER 3.1.3 Trees of Significance. *The City shall require the retention of City trees and Heritage Trees by promoting stewardship of such trees and ensuring that the design of development project provides for the retention of these trees wherever possible. Where tree removal cannot be avoided, the City shall require tree replacement or appropriate remediation.* Staff finds that on-site heritage trees are being retained; where City street trees are removed for a left-turn lane, the applicant is proposing to replace those trees in the public right-of-way or another, nearby location at the City's discretion.

Economic Impacts: None

Environmental Considerations: The Community Development Department, Environmental Planning Services Division has reviewed this project and determined that it is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15332 of the CEQA Guidelines, Infill Development Projects. The project is consistent with the applicable General Plan designation and policies and zoning, occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses, and approval would not result in any significant effects relating to noise, traffic, air, or water quality. The project has no habitat value for endangered, rare, or threatened species, and can be adequately served by all required utilities and public services. The applicant has submitted a nesting survey that does not find evidence of habitat value for endangered, rare, or threatened species in any of trees that will remain on the project site, nor in any of the trees that could be removed by a separate tree removal permit process.

Sustainability: The City has adopted a Sustainability Master Plan to complement the City's General Plan. This was done to ensure that the City set the standard for the practices of sustainability within its own organization as well as becoming a model for any construction projects within the City. Projects should consider the following goals adopted by the City as projects are proposed within the city: 1) reduce consumption of material and encourage the reuse and local recycling of materials; 2) reduce the use of toxic materials; 3) establish and continuously improve "green" building standards for both residential and commercial development--new and remodeled; 4) reduce dependence on the private automobile by working with community partners to provide efficient and accessible public transit and transit supportive land uses; 5) reduce long commutes by providing a wide array of transportation and housing choices near jobs for a balanced, healthy city; 6) improve the health of residents through access to a diverse mix of wellness activities and locally produced food, promote "greening" and "gardening" within the City; 7) create "Healthy Urban Environments" through Restorative Redevelopment; and 8) maintain and expand the urban forest.

The new construction will be required to meet energy efficiency standards in the Building Code. Staff recommends that the applicant introduce sustainable practices during the construction of the proposed project. Staff recommends the use of energy efficient design, and the use of local materials as a minimum standard for this project.

Commission/Committee Action: On July 16, 2015, the City Planning and Design Commission approved the project described above with a unanimous vote of 9 ayes (4 absent).

Rationale for Recommendation: The proposed retail building and drive-thru pharmacy complies with the goals and objectives of the General Plan in that: 1) the proposal is a viable infill development that provides an anchor within a shopping center which will enhance the business environment; 2) the use will address the retail needs of the community and will integrate with the surrounding community; and 3) the project retains heritage trees within the site and the applicant will plant trees elsewhere to replace the City trees being removed in the center median.

Financial Considerations: This project has no fiscal considerations.

Local Business Enterprise (LBE): No goods or services are being purchased under this report.

Background

Planning and Design Commission: On July 16, 2015, at the City Planning and Design Commission meeting, two members of the public addressed the Commission with the following concerns:

1) There is an overconcentration of alcohol sales in the immediate neighborhood, which is feared to attract crime.
2) The project will exacerbate traffic issues in the area.

Planning staff commented that alcohol sales for the proposed store does not require a conditional use permit since the size of the store is greater than 15,000 square feet; the applicant will be required to apply for the Alcohol and Beverage Control (ABC) license, and the Police Department can comment at that time. The Department of Public Works has analyzed the proposed left-turn lane from West El Camino Avenue and has concluded that as designed, it will improve the overall traffic flow on West El Camino; therefore, there are no staff concerns in relation to traffic.

Background Information: The Creekside Oaks Planned Unit Development, along with PUD Guidelines and PUD Schematic Plan, was approved by the City Council on December 18, 1984 (P83-124). On October 24, 1985, the Planning Commission approved the PUD Guidelines Amendment to reduce a portion of the 50-foot landscape setback along West El Camino Avenue and Truxel Road to 25 feet and the Special Permit to construct an approximately 41,000 square-foot shopping center on the subject site (P85-378). On July 10, 1986, the Planning Commission approved various entitlements in relation to the subject site including the Special Permits to develop a 3,500 square-foot financial building and drive-through access to the automated teller machines (P86-232). The subject retail center was constructed circa 1987. On June 26, 2008, the Planning Commission approved a special permit for a bar within one of the retail buildings in the shopping center (P08-021). The shopping center is currently one parcel with three retail buildings. Directly to the south of the subject site is an existing office complex; to the east across Truxel Road is an existing shopping center; to the north across West El Camino Avenue is an existing multi-unit dwelling complex.

Adjacent to the subject site to the west is the existing Park Plaza property which is currently owned by the City of Sacramento. Fire Department staff has interest in potentially redeveloping the park site into a new fire station to replace the aging fire station #15 in South Natomas. The fire station proposal will need to be approved by the City Council. If built, the new station will require modifications to the median in West El Camino for fire truck access. A tentative site plan for the fire station is included as Attachment 10 to this report. Since the fire station development has not been approved by the City Council, the current project review is taking into consideration the adjacent park site use.

<u>Parkland Acquisition</u>: The applicant is proposing to acquire a triangular portion of the adjacent park site, approximately 0.08 acres, adjacent to the southwest corner of the subject site in order to gain more parking and maneuvering for the project (see picture

below). The Parks and Recreation Department has reviewed the proposal and has no objections to the acquisition since the subject portion is not very functional to the park. This section of the park also has limited visibility to the street. This project is conditioned such that "prior to issuance of a Building Permit, the applicant shall acquire from City the triangular portion of APN 274-0410-021 as shown on the Tentative Map and site plan by separate instrument. Prior to issuance of a Building Permit, the Applicant shall merge the triangular portion of APN 274-0410-021 acquired from City with Parcel 1 as shown on the Tentative Map by separate instrument and to the satisfaction of the Departments of Public Works and Parks and Recreation."

Public/Neighborhood Outreach and Comments: The proposal was routed to neighborhood advisory groups including Natomas Community Association (NCA), Gardenland Northgate Neighborhood Association (GNNA), River Oaks Community Association (ROCA), Sacramento Area Bicycle Advocates (SABA), WalkSacramento, and agencies including Regional Transit. Staff has received comments from Trees Sacramento, WalkSacramento, SABA, ROCA, GNNA, and Regional Transit as detailed below. Staff has also received comments from individual neighbors which are similar to some of the comments from the above groups. Letters of support are found in Exhibit I. During the processing of the application, the applicant met with members of GNNA, NCA, ROCA and the Natomas Chamber of Commerce to discuss the project; the applicant has also met with adjacent business owner and neighbors, as well as other community members to discuss the project.

The following is a summary of comments received and staff's responses:

Trees Sacramento, in reference to the May 28th staff report, states the following concerns (Exhibit G): 1) The public notice fails to advise the public that the project will remove street trees and heritage trees protected by City Ordinance; 2) Lack of information on the removal of trees and mitigation for them; 3) Lack of discussion on City policies and ordinances as well as General Plan goals regarding the importance of tree preservation.

Staff response:

1) The procedure for the removal of City street trees and heritage trees is governed by Title 12 of the City Code and is administered by Urban Forestry/Public Works. See the "Site Plan and Design Review, Landscaping" section of this staff report for more information regarding the removal, retention, and replacement of trees. Since the publication of the referenced May 28th staff report, the applicant has updated the arborist report and conducted a nesting survey (Attachment 9) and has revised the landscape plan to preserve all onsite heritage trees. No heritage trees are proposed to be removed with this project;
2) The removal of trees on-site and off-site is discussed under the Site Plan and Design Review, Landscaping section later in the report. The applicant is planting new trees on-site within the parking area and has initiated discussion with Public Works regarding replacing street trees in a new median to be constructed east of the projects site on West El Camino. The project is conditioned that "replacement shall be accommodated within the public right-of-way in the form of a median. If the Urban Forestry Division determines that a median is not feasible, replacement trees may be planted at another off-site location at the City's direction";
3) Please see the General Plan policy section below. There is additional discussion regarding the City's tree ordinances in the City Arborist's letter (see Attachment 9) and within the Site Plan and Design Review, Landscaping section of this report.

WalkSacramento has provided two comment letters (Exhibit B) which can be summarized as follows: 1) Place the building close to street, enlarge the plaza, and add trees; 2) existing trees should not be removed; 3) remove the proposed median left turn lane from the project; 4) add more bike parking near the Walgreens entrance; 5) reduce the number of vehicle parking spaces; 6) straighten pedestrian walkway from West El Camino; 7) redesign pharmacy building to provide windows on all sides; 8) keep the chain link fence along the west and south borders of the shopping center instead of constructing a sound-wall.

Staff response:

1) The building is located as close to the street as possible and still allows for an ample landscape planter area and a drive aisle. The project provides an

accessible pedestrian connection from the street as well as internal sidewalks for pedestrians. New trees will be planted at the shopping center as a whole;

2) The applicant will retain all heritage trees on the site. See the Landscaping section of this report for information regarding removal/replacement of street trees and private onsite trees;
3) The applicant has stated that the left-turn lane is a required component for the project in order to provide adequate access to the shopping center. Public Works staff has reviewed the location and development standards and conditioned the turn-lane accordingly;
4) The project is conditioned to locate bicycle parking close to the entrance, consistent with City Code requirements;
5) The number of existing parking stall in the shopping center as a whole is 208 while the number of proposed stalls in the shopping center is 189; therefore there is an overall reduction of 19 parking stalls in the center;
6) The existing (straight) pedestrian connection does not meet the requirements of the Building Code Chapter 11 for Accessibility. To meet the Building Code Accessibility requirements for sidewalks, the “S” type alignment is necessary to provide an accessible path of travel to the Walgreens entrance from West El Camino due to existing grades in the landscape area and distance from existing back of sidewalk to parking lot;
7) Staff has worked with the applicant to provide an aesthetically pleasing design for the building that is consistent with the overall shopping center; wall trellising and wainscoting are incorporated into the design to enhance elevations where windows cannot be incorporated;
8) The applicant is proposing a new tubular steel fence on the west border and keeping the chain link fence on the south border.

Sacramento Area Bicycle Advocates (SABA) wants to ensure that the project will meet bicycle parking requirements for the Suburban Parking District (Exhibit C). ***Staff response:*** The project is conditioned to meet the long-term and short-term parking requirement for the Suburban Parking district.

The River Oaks Community Association (ROCA) expressed that the potential development of the shopping center will be a benefit to the community, however, there are still several outstanding issues related to the project (Exhibit D) which are: 1) Acquiring City park property: Public property should not be purchased by private entities when the park is a public benefit; 2) Installation of a left turn lane: Concerned with the safety of the left turn lane and the modification of the median to accommodate the turn lane; and 3) Proposed 24-hour operation and alcohol sales: Concerned that the store will sell alcohol for 24 hours since there are already alcohol sales in the same center and across the street.

Staff response:

1) The Parks and Recreation Department has reviewed the proposal and has no objections to the acquisition since the 0.08 acres of irregularly-shaped land in

question is not clearly visible from the street and is not very functional with the overall usage of the park;

2) The Department of Public Works has performed a vehicular access assessment for the intersection of West El Camino Avenue and Truxel Road and has reached the following conclusions: a) Implementation of the proposed project is not expected to change the existing level of service "D" during the peak hours at the intersection; b) the 120-foot length of westbound left turn lane (with a 90-foot taper) at the proposed driveway will satisfy the vehicular demand of the project; and c) the extension of the eastbound left turn lane at the intersection of West El Camino and Truxel, which must be constructed by the applicant, will improve the overall traffic flows on West El Camino between the proposed driveway and Truxel. The Department of Public Works has analyzed the proposed left-turn lane from West El Camino Avenue and has concluded that as designed, it will improve the overall traffic flows on West El Camino. As a result of the modification to the median, removal of seven City street trees will be required. In coordination with the Urban Forestry Division and under the City street tree removal procedure, the applicant proposes to plant five new size-appropriate trees in the modified median. The applicant also proposes to provide tree replacement with a new median to be constructed. The project is conditioned that "replacement shall be accommodated within the public right-of-way in the form of a median. If the Urban Forestry Division determines that a median is not feasible, replacement trees may be planted at another off-site location at the City's direction";
3) The issue of alcohol sales is not before the Planning and Design Commission. A conditional use permit is not required for alcoholic beverage sales for off-premises consumption in a store with greater than 15,000 square feet in gross floor area if the shelving allocated to alcoholic beverages does not exceed 10% of the total shelving within the store. The hours of alcohol sales will be regulated by the Department of Alcoholic Beverage Control (ABC) and the Police Department as part of the ABC permitting process.

The Gardenland Northgate Neighborhood Association (GNNA) originally provided comments stating that alcohol sales can potentially be an issue; an additional comment letter stating satisfaction with the resolution of several issues has been provided (Exhibit E). ***Staff response:*** The applicant does not require a conditional use permit for alcohol sales at the pharmacy since the building exceeds 15,000 square feet in size. The Police Department may request to restrict the hours of sale of alcoholic beverages during the ABC permitting process.

Regional Transit provided comments to staff (Exhibit F) and is not supportive of the drive-through component due to its proximity to a future light rail corridor. ***Staff response:*** The drive-through facility is considered an accessory use to the pharmacy and is allowed without a conditional use permit.

<u>Community Meeting:</u> After the project was continued at the May 28th Planning and Design Commission hearing, the applicant presented the project to more than 50

community members at a meeting on June 11th. The community meeting was attended by neighbors, business owners, as well as members of GNNA, NCA, ROCA, WalkSacramento, and a representative from the Sacramento Tree Foundation. Several residents spoke in support of the project, specifically to the project's ability to revitalize the shopping center and add jobs to the community, and that a left-turn lane from West El Camino will attract more patrons into the center. Others raised issues that include: a) concerns about the sale of alcoholic beverages, such as the hours of alcohol sales; b) pedestrian and vehicular safety concerns with the proposed left-turn lane from West El Camino; c) potential negative impacts on small business in the surrounding area. The applicant indicated that: 1) all heritage trees on the site will be preserved; 2) there is a commitment to constructing a new median nearby to replace the loss of a portion of the median with City street trees on West El Camino Avenue as a result of the left-turn lane; 3) there will be no sale of singles for alcoholic beverages; 4) the landlord will perform upgrades to the parking lot of the shopping center when the project goes in and new trees will be planted in the parking lot. There was also discussion regarding the potential fire station to be built at the current park site, and opportunities to improve other park sites in the area with the revenue from the sale of the park site.

Rezone

The applicant is proposing to acquire a portion of the adjacent park site (0.08 acres) at the southwest corner of the subject site in order to gain more parking and maneuvering area for the project. The zoning designation of the 0.08 acres is currently Office Business Low-Rise Mixed-Use Planned Unit Development (OB-PUD). In order for the piece to be consistent with the General Plan designation of the shopping center, it is proposed to be rezoned. Following is a summary of the proposed rezone:

Table 3: Rezone

Designation	Existing (acres)	Proposed (acres)	Difference (acres)
Office Business Low-Rise Mixed-Use Planned Unit Development (OB-PUD)	1.63 net	1.55 net	-0.08 net
Shopping Center Planned Unit Development (SC-PUD)	4.02 net	4.1 net	+0.08 net

Staff supports the rezone to make the land use consistent with that of the shopping center.

South Natomas Community Plan

The policies contained in the South Natomas Community Plan are organized to mirror the structure of the citywide 2035 General Plan elements, and are intended to supplement, but not repeat, citywide policies. The proposed project does not conflict with any of the supplemental polices in the Community Plan.

Creekside Oaks Planned Unit Development
The project site is within the Creekside Oaks Planned Unit Development (PUD) and is required to comply with the PUD Guidelines and Schematic Plan. The PUD Schematic Plan for the Creekside Oaks PUD designates the subject parcel as Shopping Center for up to 46,000 square-foot of support commercial use. The total proposed building area for this project is approximately 42,218 square feet, consistent with the Schematic Plan. The applicant is proposing to amend the PUD Guidelines and make changes to development standards in the following sections: 1) signage; 2) updating the process for approval to be consistent with the Planning and Development Code; 3) walls and fencing; 4) parking requirements; and 5) landscape setbacks. Following is a detailed analysis for each of the proposed amendments to the PUD Guidelines.

Signage: The project proposes three new attached signs on the new building, one new detached monument sign for the business, and a new identification sign to replace the existing one at the corner of West El Camino and Truxel. A PUD Guidelines Amendment is required to allow an additional monument sign for the center and new criteria is proposed for attached signs on stand-alone single-tenant buildings over 15,000 square feet. The additional monument sign shall not exceed six feet in height and twenty-four square feet in sign area. For attached signs, a maximum of three signs are allowed with no more than two signs per elevation; the total vertical height shall not exceed 72 inches, the maximum letter height shall be limited to 52 inches and maximum logo height is 60 inches. Staff is in support of the PUD Guidelines Amendment for signage to facilitate way-finding; staff has also worked with the applicant for acceptable sizes to the proposed signs which complement the existing center.

Approval Process: In order for the approval process to be consistent with the planning and development code, the PUD Guidelines are being amended to state that "development plans shall be in conformance with the schematic plan and PUD guidelines and subject to approval per the Planning and Development Code." It is anticipated that this amendment will make project review within the PUD more transparent and predictable by unifying it with the citywide Site Plan and Design Review process.

Walls and Fencing: The PUD Guidelines currently states that "in lieu of the placement of a wall between the shopping center and the park/ library/ community center property, the shopping center shall be designed to be compatible with the adjacent park/ library/ community center uses with regard to vehicular and pedestrian circulation, landscape treatment and building design". Since neither a library nor a community center has been developed adjacent to the site, the proposed amendment is to simply state that "the construction of fencing or wall between the shopping and adjacent properties shall be consistent with the wall, fence and gate regulations in the planning and development code". A new tubular steel fence is currently proposed on the west property line abutting parcel 1, adjacent to the existing park site. Existing chain link fencing on the south side of the shopping center will remain. The proposed fencing on the project does not deviate from the fencing requirement of the code.

Parking: A modification to the Creekside Oaks PUD Guidelines is being requested for parking to be deferred to the planning and development code. The current guidelines would require one vehicle space per 250 square feet of gross retail floor area, one space for every three seats for a restaurant or bar, and one class II or class III bicycle space for every 25 required vehicular parking spaces. According to the planning and development code, for the Suburban parking district, the center shall provide a minimum of one parking space per 400 gross square feet of retail space; 1 space per 125 gross square feet of building will be required for restaurant(s) and bar(s); up to 10% of total building area of a shopping center may be used as restaurant(s) and bar(s) with the parking based on the shopping center as a whole, rather than the requirements based on square footage of the restaurant or bar. With the proposed 15,019 square foot store, a minimum of 38 parking spaces will be required; a total of 57 stalls are proposed for Parcel 1. Parcel 2 requires 86 parking stalls (based on both retail and restaurant uses) and 115 are provided. Parcel 3 requires 7 parking spaces for commercial service and 17 spaces are provided. The shopping center as a whole requires 131 parking spaces and 189 spaces are available. The project shall also provide a minimum of 2 long-term bicycle parking and 3 short-term bicycle parking located within close proximity to the building entrance. With the proposed PUD Guidelines Amendment, less vehicular and bicycle parking spaces will be required for the shopping center.

Landscape Setback: The project proposes to modify the PUD Guidelines related to the minimum landscape setback on West El Camino Avenue from 50’ to 25’ (for the entire shopping center frontage at West El Camino) in order to provide a drive aisle between the front of the building and the landscape area. Staff supports this amendment since the landscape setback on the remaining frontage on West El Camino had been modified previously and this will be consistent with what has been developed at the site. With the addition of the drive aisle, it will provide improved circulation within the site.

Project Design:

Land Use

The applicant is requesting entitlements to construct a new approximately 15,019 square-foot retail building with a drive-through pharmacy. The existing structure on the west side of the shopping center is to be demolished in order to construct the new building; however, the remaining structures at the center will remain. The applicant proposes to operate the pharmacy on a 24-hour basis, with a drive-through facility. The applicant has indicated the intent to pursue alcohol sales at the site. A conditional use permit is not required for alcoholic beverage sales for off-premises consumption in a store with greater than 15,000 square feet in gross floor area if the shelving allocated to alcoholic beverages does not exceed 10% of the total shelving within the store. Additionally, the pharmacy drive-through facility is considered accessory to the pharmacy that is allowed by-right when various criteria are met, as discussed later on in this section.

Tentative Map

Map Design: The tentative map will subdivide the 4.02-acre shopping center parcel into three parcels. The FAR for the Suburban Center general plan designation is 0.15 to 2.00. The proposed parcels are summarized below:

Table 4: Map Design Summary			
Parcel Number:	**Lot Area:**	**Use/Area:**	**FAR:**
1	56,420 sq. ft.	Retail / 15,019 sq. ft.	0.26
2	92,494 sq. ft.	Commercial / 23,650 sq. ft.	0.25
3	26,446 sq. ft.	Commercial / 3,549 sq. ft.	0.13
	175,360 sq. ft. (4.02 ac)	42,218 sq. ft.	0.24

The applicant will be acquiring from the City the 0.08-acre triangular portion of APN 274-0410-021 (adjacent park site) as shown on the Tentative Map and site plan by separate instrument. The applicant will also merge the triangular portion acquired from the City with Parcel 1 as shown on the Tentative Map by separate instrument and to the satisfaction of the Departments of Public Works and Parks and Recreation. The resultant Parcel 1 will meet the minimum FAR. Parcel 2 also meets the minimum FAR. Even though parcel 3 does not meet the minimum FAR, the entire shopping center has a FAR of 0.24 and exceeds the minimum. Staff is supportive of the overall FAR for the shopping center.

Vehicular Circulation and Parking: The shopping center site is situated on the southwest corner of West El Camino Avenue and Truxel Road; both streets are major arterials. There are three existing driveways on West El Camino Avenue and two existing driveways on Truxel Road. The westernmost driveway on West El Camino is currently egress only for vehicles. The project involves the conversion of the westernmost driveway on West Camino for both ingress and egress for vehicles, and will allow direct access to the drive-through lane of the proposed pharmacy. A new left-turn lane on west-bound West El Camino is being proposed and as such, the median at West El Camino will be modified to accommodate the left-turn lane including removal of seven trees (Exhibit E of Attachment 8). There is no on-street parking at both street frontages. A new drive aisle is proposed in front of the new retail store and new parking stalls are shown on Parcel 1. Private reciprocal ingress, egress, maneuvering and parking easements will be required for the parcels.

Pedestrian Circulation: There is an existing sidewalk at both street frontages. A pedestrian sidewalk is proposed at West El Camino at Parcel 1 to provide connection from the sidewalk at the right-of-way to the proposed retail store; an accessible path of travel is also shown across the drive aisle.

On September 19, 2012, the Subdivision Review Committee, with all ayes, voted to recommend approval of the proposed Tentative Map, subject to conditions of approval.

Staff finds that the tentative map is consistent with the policies of the General Plan and Title 16 of the City Code. The site is physically suitable for the type of development proposed and suited for the proposed density; the design of the subdivision and the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife and their habitat, and the design of the subdivision and the type of improvements will not conflict with easements, acquired by the public at large, for access through or use, of, property within the proposed subdivision. The project will not overly burden the sewer system, nor will it preclude future passive or natural heating and cooling opportunities.

Site Plan and Design Review

Site Plan and Design Review for the development, including the tentative map, is required per section 17.808.130 of the Planning and Development Code.

Height, Setbacks and Floor Area Ratio: Following is the analysis regarding height, setback and floor area ratio and any deviations from the development standards for the development on Parcel 1:

Table 5: Development Standards for Parcel 1

Standard	Standard Requirement	Proposal	Deviation?
Height	35' maximum (per planning and development code)	30'-0" (top of highest point)	No
Front Setback (North)	25' landscape setback; 50' building setback (per amended PUD Guidelines)	27' landscape setback; 56' building setback	No
Interior Side Setback (West)	5' minimum (per planning and development code)	23'	No
Interior Side Setback (East)	0 (per planning and development code)	5' minimum	No
Rear Setback	15' (per planning and development code)	111.7'	No
Floor Area Ratio	0.15 minimum; maximum 2.00 (per General Plan)	0.24	No

As shown on the table above, the project will meet height, setback requirements per the PUD Guidelines and the planning and development code; the project also meets FAR for the Suburban Center designation in the General Plan. The tentative map establishes additional property lines on the site. The existing structures are consistent with development standards relating to setbacks, lot coverage and height in relation to the proposed property lines.

Building and Site Design, Fencing, and Signage: The main exterior materials for the proposed building include plaster over CMU wall, clear anodized aluminum storefront systems, split-face concrete masonry blocks and metal canopies. The storefront windows along the north elevation will face West El Camino and the ones on the east elevation, along with entry doors, will face the parking lot. At the request of staff, wall trellises are added on the east and west elevations to help articulate the wall spaces. A drive-through pharmacy window will be on the west elevation facing the adjacent park site. A trash enclosure is shown on the south rear side of the site.

According to the Planning and Development Code, Section 17.228.110, the pharmacy drive-through facility shall meet the following standards:

1. A minimum stacking distance of 100 feet shall be provided to each pick-up window or automated machine.
2. A drive-through service facility with a separate ordering point and pick-up window shall provide stacking space for at least four vehicles in advance of each ordering point and stacking space for at least four vehicles between each ordering point and pick-up window.
3. Entrances to drive-through lanes shall be at least 25 feet from driveways entering a public or private street or alley.
4. The minimum width of each drive-through lane shall be 11 feet. The entrance to the lane and the direction of traffic flow shall be clearly designated by signs and pavement marking or raised curbs.

The proposed drive-through meets or exceeds the above standards and no deviation is required for the proposed drive-through. Vehicles will enter the drive-through from the north side of the building and then exit through the southernmost drive aisle of the center, behind the building at Parcel 2. The southernmost drive aisle will be reversing the current one-way traffic and parking stalls will be re-striped for the new traffic flow.

A new tubular steel fence is currently proposed on the west property line abutting parcel 1, adjacent to the existing park site. Existing chain link fencing on the south side of the shopping center will remain. A pedestrian gate will be installed at the patio between the new building and the existing building on Parcel 2 to promote security.

The project proposes three new attached signs on the new building, one new detached monument sign for the business, and a new identification sign to replace the existing one at the corner of West El Camino and Truxel. A PUD Guidelines Amendment is required to allow an additional monument sign for the center and new criteria is proposed for attached signs on stand-alone single-tenant buildings over 15,000 square feet. The additional monument sign shall not exceed ten feet in height and forty-one square feet in sign area.

Staff has also reviewed the project in light of the Creekside Oaks PUD Guidelines and the Neighborhood Commercial Corridor Design Principles. Staff believes that the

project meets criteria pertaining to streetscape, site design, and building design as discussed below.

Streetscape Comments:

- The project retains a minimum of 25' landscape setback at West El Camino to provide a pedestrian edge with trees and live groundcover.

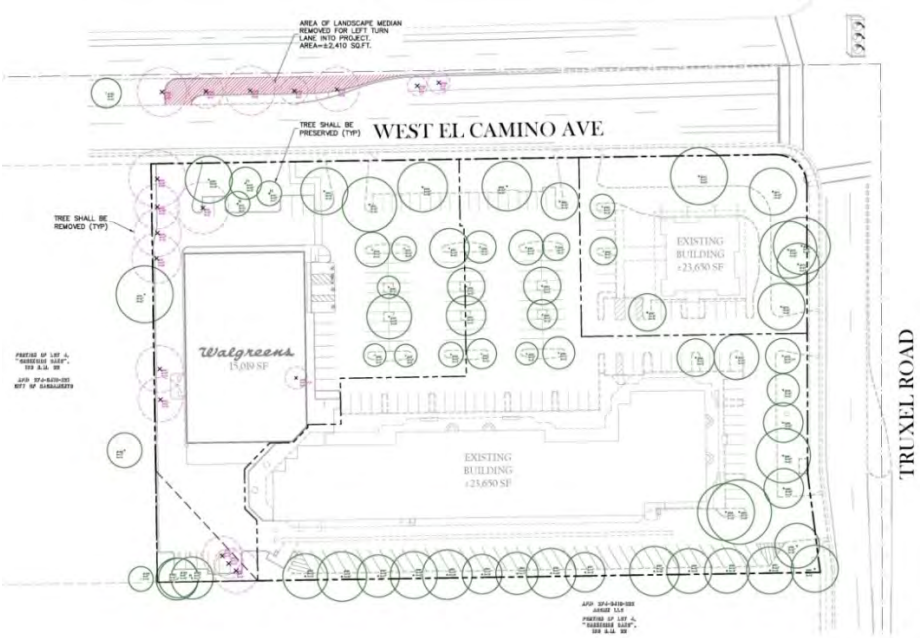
Site Design Comments:

- The building is oriented towards West El Camino with visible storefronts windows and doors.
- Clear pedestrian pathway is provided from West El Camino into the subject site.

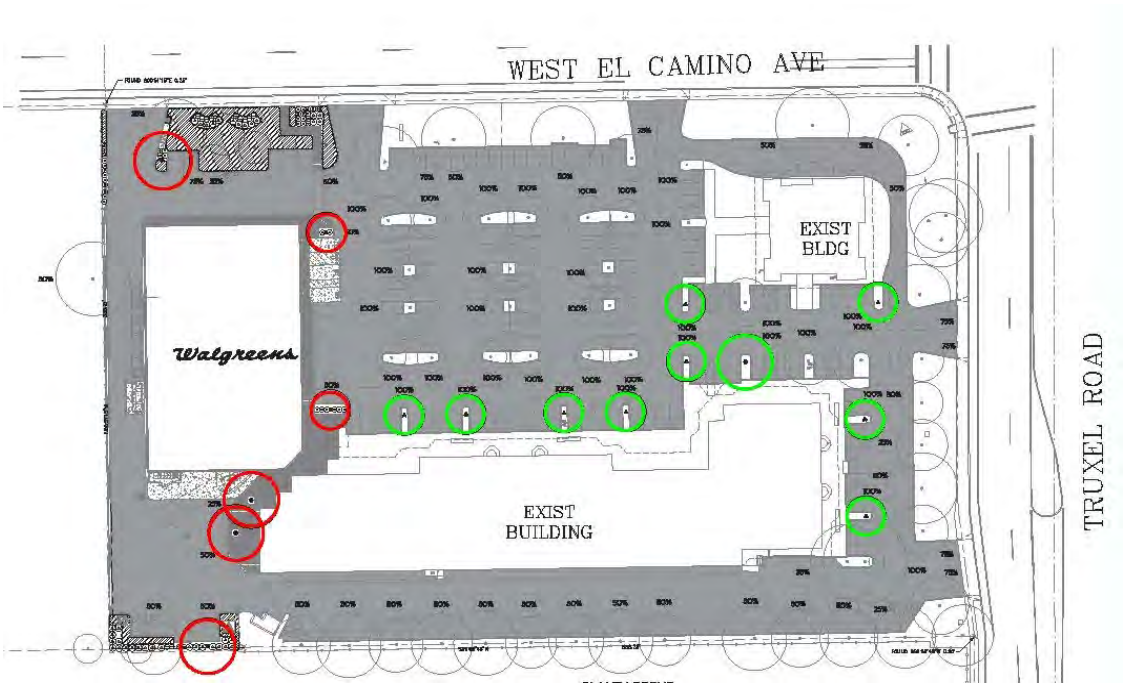
Building Design Comments:

- The size and the scale of the building are compatible with the existing buildings in the shopping center and the overall height of the structure does not exceed the maximum allowed in the Shopping Center zone.
- The proposed material and color scheme will complement the existing buildings in the shopping center.
- The building façades and the tower elements will create interest and appeal from the surrounding streets.
- The building fenestration will create visual interest to the building.
- The building facades are articulated by steel trellising, masonry wainscoting and metal canopies to create visual appeal.
- Rooftop mechanical equipment will be screened from street views.

Landscaping: A preliminary landscape plan (Exhibit F of Attachment 8) and an arborist report (Attachment 9) have been submitted to staff for review. The applicant is proposing to preserve all four (4) heritage trees on the site, consisting of three redwood trees (at the landscape buffer abutting West El Camino Avenue) and one oak tree (at the rear of the parcel). The applicant is proposing to remove a total of 18 trees, including 11 onsite private trees and seven City street trees at the center median (shown in dotted magenta line in the site plan diagram below):



The applicant will then be planting approximately 16 new trees on the site, including six new trees on the Walgreens parcel (shown in red on the site plan diagram below) and 10 new trees within the remaining portion of the shopping center (shown in green on the site plan diagram below). The landscape plan demonstrates that the site will meet the 50% tree shading requirement, per City Code.



As the replacement for the removal of City street trees in the center median, the applicant has submitted a possible new center median addition to the east of the site (Exhibit L of Attachment 8) and the project has been conditioned that "replacement shall be accommodated within the public right-of-way in the form of a median. If the Urban Forestry Division determines that a median is not feasible, replacement trees may be planted at another off-site location at the City's direction". Also, at the modified center median, five new size-appropriate trees are being planted at the left-turn pocket (Exhibit G of Attachment 8).

Parking: According to the Planning and Development Code for the Suburban parking district, the center must provide a minimum of one parking space per 400 gross square feet of retail space; 1 space per 125 gross square feet of building will be required for restaurant(s) and bar(s); up to 10% of total building area of a shopping center may be used as restaurant(s) and bar(s) with the parking based on the shopping center as a whole, rather than the requirements based on square footage of the restaurant or bar.

With the proposed 15,019 square foot store, a minimum of 38 parking spaces will be required; a total of 57 stalls are proposed for Parcel 1. Parcel 2 requires 86 parking stalls (based on both retail and restaurant uses) and 115 are provided. Parcel 3 requires 7 parking spaces for commercial service and 17 spaces are provided. The shopping center as a whole requires 131 parking spaces and 189 spaces are available. The number of existing parking stalls in the shopping center today is 208 while the number of proposed stalls in the shopping center after construction of the proposed project is 189, therefore there is an overall reduction of 19 parking stalls in the center. The project shall also provide a minimum of 2 long-term bicycle parking and 3 short-term bicycle parking located within close proximity to the building entrance. .

In evaluating site plan and design review proposals of this type, the Council is required to make the following findings:

A. The design, layout, and physical characteristics of the proposed development and tentative map are consistent with the general plan and any applicable specific plan or transit village plan;

   The proposed development and tentative map are consistent with the goals and policies of the general plan land use designation of Suburban Center. The use is compatible with adjacent uses in the neighborhood and the proposed use provides services for residents within the community.

B. The design, layout, and physical characteristics of the proposed development and tentative map are consistent with all applicable design guidelines and with all applicable development standards or, if deviations from design guidelines or development standards are approved, the proposed development is consistent with the purpose and intent of the applicable design guidelines and development standards;

   The proposed development and tentative map are consistent with the Creekside Oaks PUD Guidelines, the Neighborhood Commercial Corridor Design Principles

and with applicable development standards for the SC zone in that: 1) the building is oriented towards the surrounding street and pedestrian connection is provided, 2) the proposed material and color scheme will complement the existing buildings in the shopping center, and 3) landscaping will be provided to enhance the shopping center.

C. All streets and other public access ways and facilities, parking facilities, and utility infrastructure are adequate to serve the proposed development and comply with all applicable design guidelines and development standards;

The project has been analyzed by City departments and it is determined that all streets and other public access ways and facilities, parking facilities, and utility infrastructure are adequate to serve the proposed development and comply with all applicable design guidelines and development standards. The tentative map has been conditioned to assure compliance with City Code requirements.

D. The design, layout, and physical characteristics of the proposed development are visually and functionally compatible with the surrounding neighborhood;

The proposed development is visually and functionally compatible with the surrounding neighborhood in that the scale and size of the building is similar to the existing building on surrounding parcels.

E. The design, layout, and physical characteristics of the proposed development ensure energy consumption is minimized and use of renewable energy sources is encouraged;

The proposed development will ensure energy consumption is minimized and use of renewable energy sources is encouraged.

F. The design, layout, and physical characteristics of the proposed development and tentative map are not detrimental to the public health, safety, convenience, or welfare of persons residing, working, visiting, or recreating in the surrounding neighborhood and will not result in the creation of a nuisance.

The proposed development and tentative map are not detrimental to the public health, safety, convenience, or welfare of persons residing, working, visiting, or recreating in the surrounding neighborhood and will not result in the creation of a nuisance in that: 1) the development is compatible with other uses found in the surrounding neighborhood, and 2) the project will provide adequate parking for employees and patrons.

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Walgreens – Park Plaza
Project Narrative

The project entitlement request as being submitted to the City of Sacramento is for the redevelopment of the western portion of the property located at the Southwest Corner of West El Camino Ave and Truxel Road. The property address is 1600 – 1620 West El Camino Ave (APN #274-0410-005). The proposed project will demolish the western most building in its entirety along with a partial demolition of the western end of the central building. With the proposed demolition the entitlement being requested is for a 15,019 sq.ft. Walgreens. The Walgreens will include a drive thru, beer & wine sales, and the ability to operate 24-hours per day. The proposed project is requesting the following entitlements from the City of Sacramento; Special Permit, Plan Review, Tentative Map (3 parcels), and Guideline Amendment(s).

Existing Property

The property located at 1600-1620 is currently a commercial/retail center totaling ±4.0 acres. The subject property has a total of 3 buildings, drive aisle, shared parking, utilities, and landscaping. Included in this application is a small triangle property currently owned by the City of Sacramento (APN#274-0410-021). The owner is currently in negotiations to purchase this property and this property is included in this application.

Street Frontage Improvements (along Truxel Road and West El Camino Ave) are constructed with curb, gutter, and sidewalks in the ultimate configuration. Along the northern Boundary is an office building while further to the west is a Park. Across the street on West El Camino is Multi-Family project and across the street on Truxel Road is a commercial shopping center, anchored by Raley's.

Project Description

The project proponent/owner is proposing to demolish an existing building(s) to redevelop a portion of the property into a ±15,019 square foot Walgreens pharmacy with associated parking, drive aisle, utilities, and landscaping. The Walgreens store is requesting to operate as a 24 hour store, with drive thru, and have the ability to sell beer and wine.

- **Architecture** –The building architecture represents a blend of Walgreens new prototype branding and existing retail center's undulating façade design. Horizontal lines continue the theme tying this building to the existing retail center providing a cohesive architectural character. Stucco

finish over CMU Block provides material and texture continuity to the existing center. Tower elements and Walgreens entry are accentuated with color differentiation. An eyebrow canopy of architectural metal in high gloss finish extends over the entry. The street presence is further enhanced with towers capped with architectural metal cornices. Building architecture can be more clearly described by reviewing the elevations and material board included in this application.

▪ **Site Layout** – Generally speaking the site layout will remain very similar to today's current site configuration. Critical to the Walgreens operation is drive thru on the west side of their building and to gain access to the drive thru a drive aisle with parking was added between West El Camino Ave and the Walgreens building. The circulation to accommodate the drive thru and proposed lane widths will require that the drive aisle that travels around the rear of the buildings be modified to one way traveling in a counter-clockwise direction. By adding the drive aisle and parking along West El Camino Ave we have reduced the landscape setback from 40-feet to 25-feet (PUD Guideline Amendment). Sidewalk interconnectivity will remain similar to today's routes; connecting onsite buildings to the street frontages in several convenient locations. Walgreens truck delivers, trash enclosure, and receiving area shall be located on the south end of the building. Concrete Hardscape along the building frontages will have a unique score pattern and medium broom finish to provide a unique architectural appearance. A single monument sign will be placed along the buildings frontage on West El Camino Blvd. Proposed frontage improvements are proposed to remain the same with the only offsite improvement proposed to be a left turn pocket in the median on West El Camino Ave and reconstructing the westernmost driveway. To offset the loss of landscaping associated with the left turn lane pocket the project applicant is proposing to work with the City of Sacramento to add a landscape median further to the east on West El Camino in front of the Bel Air Shopping Center located at the southeast corner of West El Camino and Truxel Road. Included in this application is a Tentative Parcel to subdivide the subject property into 3 parcels such that each building is located on its own parcel.

▪ **Parking** – As proposed the following summarizes parking provided and required in the Shopping Center:

USE	Proposed	Code
Walgreens (15,019 sq.ft.)	57	38
Parcel 2 Bldg (23,650 sq.ft.)		
10% Restaurant (2,365 sq.ft.)	6	6
Restaurant (6,635 sq.ft.)	53	53
Retail (14,650 sq.ft.)	56	37
Parcel 3 Bldg (3,549 sq.ft.)	17	9
TOTAL	189	143

Walgreens will also provide bike parking for 2 long term spaces and 3 short term spaces.

▪ **Landscaping** – The Project's landscaping attempt to keep as much of the existing mature landscaping. Landscaping will be planted in this area similar in style and scale of that of the existing center. The objective is to provide a tidy manicured year round appearance with minimal maintenance and low water consumption. A variety of trees, shrubs and groundcovers that have medium to low water requirements, seasonal colors and are relatively fast growing are proposed. The 6-foot high chain link fence along the Park property (western boundary) is proposed to removed and reconstructed with 6-foot high tube steel fence.

▪ **Site Lighting** – The Project's site lighting will meet the requirements of the City of Sacramento Zoning Code, with the objective of providing photometrics that provides required lighting levels and eliminates any light from spilling into adjacent residential properties. The lights within the parking field will be similar in nature to the height, style, and color of the existing free standing parking lot lights. No vertical up lighting is proposed.

▪ **Utilities** – Due to the reconstruction of a portion of the site and the new Walgreens footprint new utility stubs are proposed to serve the Walgreens building. In addition, segments of Sanitary Sewer, Storm Drain, and Water will also be required to be relocated to accommodate the proposed Walgreens footprint. No onsite detention/retention or water quality treatment is proposed as we are not significantly changing hydrologic characteristics and we are disturbing less than 1-acre.

WALKSACRAMENTO
Walkable Communities = Communities of Walkers

8/24/2012 VIA EMAIL

David Hung, Associate Planner
Community Development Department, Current Planning Division
City of Sacramento
300 Richards Blvd., 3rd Floor
Sacramento, CA 95811

RE: Park Plaza Walgreens (P012-016)

Dear Mr. Hung:

WALKSacramento has reviewed the Neighborhood Project Notification for Park Plaza Walgreens (P012-016). We appreciate the opportunity to provide the following comments with the goal of a more walkable project that contributes to more foot travel in the community of South Natomas.

Development projects that lead to more walking and active travel are critical to our community's future. Human beings need moderate exercise, such as walking, for about 30 minutes a day in order to prevent the development of chronic disease and overweight. Only 38% of the population in the Sacramento region is active at this minimal level, often due to limitations placed by a built environment not suited to walking and other types of physically active travel. A 30-minute walk is about one and a half miles. If more people could obtain regular exercise by walking and bicycling to their regular destinations, in lieu of driving, it could yield significant health improvements to the resident population of this area. It could also help reduce the current expensive burden on the health care system of providing medical care to more and more people with chronic conditions due to inactivity.

The site of the proposed project, Park Plaza Shopping Center at the intersection of West El Camino Avenue and Truxel Road in South Natomas, is well suited to encouraging more walking. Within 1/2 mile of the site there are six large apartment complexes, two condominium complexes, more than 185,000 square feet of commercial at three shopping centers, three elementary schools, three neighborhood parks, one community park, one regional park (Discovery Park), a community center, a public library, a private racquet club, and over 250,000 square feet of office space. In addition, the immediate area is well served by transit. There are bus stops on both West El Camino Avenue and Truxel Road. The Green Line light rail route is proposed for Truxel Road with a station next to the Park Plaza shopping center.

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This community area should be able to support a significant amount of walking and biking due to the density of residents and employees, the diversity of land uses, the walkable distances to transit and destinations, and walkable design (the 5 D's of development). Following are WALKSacramento's recommendations to make the Walgreens project more likely to encourage walking and to contribute to the health and vitality of South Natomas.

1. Place the new building close to street , enlarge the plaza, and add trees

The project will demolish an existing building that has good pedestrian access and a landscaped area with mature trees as a transition between the building and the street. The proposed site plan is less pedestrian friendly than the existing site plan because the added parking spaces and associated drive aisle will be placed between the building and the sidewalk. This makes for a less attractive street view of the shopping center and introduces more potential conflicts with vehicles. The City of Sacramento General Plan urban form guidelines for suburban centers envision buildings adjacent to the street, attractive pedestrian streetscapes, and attractive landscaping of public right-of-way. Replacing street trees and the landscaped low berm with parking spaces and a drive aisle does not meet the General Plan guidelines.

The revisions to the shopping center site also eliminate the plaza, leaving only a small patio area for the Cheers Bar & Grill, which is at the west end of the existing 23,650 square foot building at the south edge of the shopping center. The patio area will be much less attractive for social gathering as directly across the walkway will be Walgreens' trash compactor and loading door.

We recommend placing the new building closer to the street and eliminating the proposed parking spaces between the building and the street. With the building relocated slightly north and closer to the street, there would be room to enlarge the plaza to its existing size at the south end of the building and to add more trees or retain all of the existing plaza trees. In addition, moving the trash compactor chute to the west side of the building would make the plaza more pedestrian friendly.

2. Existing trees should not be removed

Shade trees cool the temperature of the urban environment on hot days, which reduces the formation of ozone.[1] Near areas with heavy traffic, neighborhoods with tree canopies are have lower concentrations of particulate matter than neighborhoods without trees. Children living on streets with more trees have up to 25% lower rates of asthma than children on streets with fewer trees.[2] Neighborhoods with trees have higher levels of social interaction and lower levels of violence and crime.

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[1] Taha H, Chang S, Akbari H: Meteorological and Air Quality Impact of Heat Island Mitigation Measures in Three U.S. Cities. Lawrence Berkeley National Laboratory,April 2000. Accessed August 23, 2011 at http://www.sactree.com/assets/files/greenprint/benefits_of_trees/air_quality/lbnl-44222.pdf

[2] Lovasi GS et al. Recent Findings: Children living in areas with more street trees have lower prevalence of asthma. *J Epi and Comm Hlth* 2008; 62:547-649.

The preliminary site plan drawing appears to show that 14 existing shade trees and two ornamental trees will be removed. The areas affected include

- The area between the sidewalk and the building will lose six trees. The preliminary site plan has two of the existing tree centers marked as parking lot lights and two marked "demo tree" and the tree canopy outlines for four trees are shown, so it's difficult to know which trees, if any, will remain.
- The landscape planter along the west fence will lose six shade trees because the existing 10-foot-wide landscaping strip is reduced to a width of 4 feet and the trees are where the widened driveway is proposed.
- Three of the four shade trees in the plaza to the south of the existing building will be removed. The one tree remaining is the only tree marked on the preliminary site plan as "Ex. tree shall to be protected".
- Two ornamentals in existing planters on the building's east frontage walkway appear to be removed.
- Five trees in the median will be removed to make room for the left turn lane that is proposed to provide direct access for west-bound traffic.

This project will remove too many trees with no plans to replace them. For the health and enjoyment of South Natomas residents, WALKSacramento recommends the site plan be revised to retain all existing trees on site.

3. Remove the median left turn lane from the project

The area surrounding the project site, although classified as "suburban", has a number of high-density residential and commercial land uses. The area needs more features to accommodate pedestrian travel, such as street crossings, instead of auto-oriented designs and street modifications. The left turn lane proposed for the West El Camino median will encourage more car trips to the site and expose pedestrians to more vehicle conflicts at the driveway.

While walking across West El Camino mid-block near the west driveway of the project site may be unsafe due to traffic speed, people make the crossing anyway. The existing median provides refuge for those people making the mid-block crossing and only two lanes of traffic in one direction need be negotiated at a time. The proposed median left turn lane will make the mid-block crossing less safe as pedestrians will have a narrower median on which to take refuge, placing them closer to high-speed east-bound through traffic heading and in the path of west-bound drivers preparing for a left turn across the east-bound lanes.

Pedestrians on the sidewalk on the south side of West El Camino will also be at greater risk when crossing the west driveway, which will be widened from a single-lane driveway to one ingress lane and one egress lane. The left turn from the median will be unprotected and drivers may be so focused on finding a gap in approaching traffic that they may not see pedestrians crossing the driveway.

WALKSacramento recommends eliminating the proposed left turn lane to reduce pedestrian-vehicle conflicts at the west driveway and on West El Camino.

4. Add more bike parking near the Walgreens entrance

The proposed site plan shows a bike rack will be located near the southeast corner of the Walgreens; more than 100 feet from the store entrance. This bike rack location is appropriate for the existing building proposed for demolition and the adjacent building to the south, but it will not serve Walgreens patrons well. Bike racks should be near building entrances to reduce the likelihood of bike theft and to improve the convenience for the bicyclist.

5. Reduce the number of vehicle parking spaces

The vehicular traffic during peak hours for a site well served by transit and within walking and biking distance of so many people is unlikely to be as high as an auto-oriented suburban location. The transportation consultant for the Creekside Oaks PUD, in which the project is located, stated in a response to comments on the DEIR that the peak hour factor for the development density anticipated for South Natomas would be lower due to improved transit, transportation system management programs, and normal spreading of peak traffic. The peak hour factor indicates how much of the daily traffic occurs during the peak hour of the day. This effect should apply not only to the roadways but to the land uses such as a drugstore.

The project application is requesting 65 parking spaces for the Walgreens, which is five more than required by code. We question whether the 60 required spaces are needed for a store the size of the proposed Walgreens. Considering the surrounding residential density and the existing transit service, we recommend the number of parking spaces be kept to a minimum with any additional space allocated to pedestrian improvements.

6. Straighten pedestrian walkway from West El Camino

The walkway from the sidewalk to the northeast corner of the Walgreens building includes four right-angle turns and more than 15 feet of deviaton from a straight path. In contrast, the existing site has a straight walkway to the sidewalk. WALKSacramento recommends aligning the walkway with the building's eastern frontage walkway and eliminating any turns.

7. Redesign pharmacy building to provide windows on all sides

The urban form guidelines for the Suburban Center designation in the City of Sacramento General Plan includes "Building facade and entrances directly addressing the street and have a high degree of transparency on street-fronting façade." Buildings with windows providing views of the surrounding public and private spaces increase the sense of safety experienced by pedestrians. The only transparency apparent on the elevation drawings are the front entrance, a segment of the wall on each side of the entrance, and the drive-through service window. Most of the buildings wall spaces do not include windows or doors. About half of the elevation facing the main parking area and almost all of the store fronts in the shopping center is a blank wall. By comparison,

the existing building has windows and transparent doors spread out along two full sides facing the shopping center and the street.

In fact, the staff report in 1985 for the shopping center states that "Planning and Community Services staff, however, do have concerns regarding the rear elevations of the proposed buildings which are facing the park and library. These elevations do not take advantage of being next to the park and library sites and are flat and uninteresting. Staff recommends that the applicant redesign the south and west elevations by carrying the architectural features found on the front (north and east elevations) of the buildings to the rear of the structures. Design possibilities also include having entrances to the shops off of the rear of the buildings or wrapping glass around the ends of the structure."

Unfortunately, in this project the design has architectural features on only a portion of the north and east elevations. The west elevation of the building is only slightly improved with the inclusion of a drive-through window and bay. The south elevation facing the pedestrian plaza features only an aluminum door, a steel trash chute door, and a metal overhead roll-up door for loading.

WALKSacramento recommends the exterior elevations for the new building include more windows, articulation, and architectural features to provide an interesting appearance that blends with the surrounding buildings.

8. Keep the chain link fence along the west and south borders of the shopping center instead of constructing a soundwall

The PUD amendments narrative and the statement of intent in the application requests a sound wall along the park, yet the project narrative says the chain link fence is to remain between park and shopping center, and the preliminary site plan shows a chain link fence along entire existing and proposed boundaries. WALKSacramento does not believe there is a reason to replace the open chain link fence with a solid soundwall. It is better to leave the visual connection between the parking areas behind the buildings and the adjacent properties – the neighborhood park to the west and the office buildings to the south.

A soundwall along one side of the park would partially enclose the park and reduce the "eyes on" surveillance. A soundwall along the west and south sides of the shopping center property would enclose the rear parking and practically eliminate the "eyes on" of the parking. Employees and patrons walking between a soundwall and the wall of a long building in the rear parking areas will likely feel much less comfortable and less safe than if the area had a visual connection to inhabited areas.

The staff report for the original Creekside Oaks neighborhood shopping center entitlements in 1985 contained the following statements. "The PUD Guidelines state that in lieu of the placement of a wall along the south and west property lines: "...the shopping center shall be designed to be compatible with the adjacent park/library/community center uses with regard to vehicular and pedestrian circulation, landscape treatment and building design". The purpose of this requirement is to create a "campus-like" effect for the PUD and integrate surrounding land uses with one another… The site plan also

indicates a pedestrian walkway at the southwest corner to connect to the library and park."

At the time of the 1985 entitlements, both the property to the west and the south of Park Plaza Shopping Center were designated park/ library/community center. Since then, a library and community center were constructed about a half-mile to the north, the adjacent property to the south has been developed as office space, and most of the adjacent property to the west has been developed as a neighborhood park with the rear area unimproved. This rear area of the park is directly across the driveway from the plaza and is where the pedestrian walkway was to be located. While this may not be the time to construct the pedestrian connection between the park and the shopping center, the changes proposed will preclude making the connection in the future.

WALKSacramento is working to support increased physical activity such as walking and bicycling in local neighborhoods as well as helping to create community environments that support walking and bicycling. The benefits include improved physical fitness, less motor vehicle traffic congestion, better air quality, and a stronger sense of cohesion and safety in local neighborhoods. Following is a list of general criteria we use in commenting on projects.

Thank you for your consideration of these comments and recommendations. If you have questions or need additional information, please contact us at (916) 446-9255 or either *cholm@walksacramento.org* or *tduarte@walksacramento.org*.

Sincerely,

Chris Holm
Project Analyst

Teri Duarte
Executive Director

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WALKSACRAMENTO

12/5/2014 VIA EMAIL

David Hung, Associate Planner
City of Sacramento Community Development Department
300 Richards Blvd., 3rd Floor
Sacramento, CA 95811

RE: Park Plaza Walgreens (P12-016)

Dear Mr. Hung:

WALKSacramento has reviewed the November 14, 2014 re-routing of the Park Plaza Walgreens project. We previously submitted comments on August 24, 2012 regarding the July 31, 2012 project routing. Several issues we identified were resolved with revisions to the site and landscaping plans made by the applicant. There is one outstanding issue that we believe could easily be addressed.

In our previous comment letter, we recommended:

> Straighten pedestrian walkway from West El Camino
>
> The walkway from the sidewalk to the northeast corner of the Walgreens building includes four right-angle turns and more than 15 feet of deviation from a straight path. In contrast, the existing site has a straight walkway to the sidewalk. WALKSacramento recommends aligning the walkway with the building's eastern frontage walkway and eliminating any turns.

The project site currently has a straight sidewalk from the street to the existing building pad. We urge that this sidewalk, or one of similar design, be retained rather than demolished and reconstructed over an indirect route.

WALKSacramento is working to support increased physical activity such as walking and bicycling in local neighborhoods as well as helping to create community environments that support walking and bicycling. The benefits include improved physical fitness, less motor vehicle traffic congestion, better air quality, and a stronger sense of cohesion and safety in local neighborhoods.

Thank you for your consideration of these comments and recommendations. If you have questions or need additional information, please contact me at (916) 446-9255

Sincerely,

Chris Holm
Project Analyst

Enclosures: Street View of Pedestrian Walkway Looking South from West El Camino
WALKSacramento comment letter from August, 2014
Development Checklist for Biking and Walking

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Street View of Pedestrian Walkway Looking South from West El Camino

From: Jordan Lang
To: David Hung
Cc: "Jim Brown"
Subject: RE: Park Plaza Walgreens (P12-016) - Comment from Sacramento Area Bicycle Advocates
Date: Wednesday, November 26, 2014 11:38:01 AM

Hello David: Thank you for routing the attached material regarding the Park Plaza Walgreens application (P12-016) to SABA.

We are concerned about the amount of bicycle parking which is mentioned in the Project Narrative at the top of page 3 (parking for "8 bicycles"). The project is located in the Suburban Parking District which requires it to provide 1 long-term space per 12,000 sq.ft. of retail and 1 short-term space per 5,000 sq.ft. of retail. Given the proposed retail square footage cited at the bottom of page 2, the project is required to provide 5 long-term spaces for employees and 10 short-term spaces for customers and visitors. Please ensure that the project provides these bicycle-parking spaces because it is located in an area of much residential housing and easily bikeable street conditions.

Thank you,

Jordan Lang
Project Analyst
Sacramento Area Bicycle Advocates

From: David Hung [mailto:DHung@cityofsacramento.org]
Sent: Friday, November 14, 2014 5:51 PM
To: David Hung
Subject: Park Plaza Walgreens (P12-016) Update

Dear Community Groups/Neighborhood Representatives:

The project will be scheduled for the Planning and Design Commission early 2015; the applicant is still bringing forward the same plans that you have seen previously (see attached). Since the project was on hold for an extended time, I want to see if you want to provide any additional comments on the project. If so, can you respond directly to me by December 5th? Thanks.

****
David Hung
Associate Planner

300 Richards Blvd., 3rd Floor
Sacramento, CA 95811
Phone: (916) 808-5530
E-mail: dhung@cityofsacramento.org

River Oaks
Community Association

February 27, 2013

David Hung
Associate Planner
City of Sacramento
Community Development Department
300 Richards Boulevard, 3rd Floor
Sacramento, CA 95758
dhung@cityofsacramento.org

Dear Mr. Hung:

RE: Follow up on Walgreens project file number P12-016

The River Oaks Community Association (ROCA) would like to thank you for setting up a meeting between us and the applicants for the Walgreens project and for including the Natomas Community Association in the discussion. We also extend our thanks to the applicant for responding to our initial comments in writing, and for meeting with us to go over our last remaining concerns.

Since our initial letter several of the items have been resolved completely including:

- Saving three of the six trees onsite that was slated to be removed in the original application. Although we would like the project not to remove any mature trees, we appreciate the site revision to keep several more trees on site.
- Updating the project design to remove the masonry wall along the proposed driveway and changing it to something unlikely to attract graffiti.
- The inclusion of a surveillance plan for the store and parking lot.

We still differ from the applicant on the following issues:

Acquiring City park property: We still don't think that public property should be purchased by private entities when the park is a public benefit. At the meeting, the developer offered to contribute toward upgrading the park concurrent with the Walgreen's build out. We believe this turnkey offer warrants further exploration, even though the parks representative at the meeting said they are unlikely to support specific upgrades to that park due to its location on a busy frontage and a lack of housing around it. We also understand that any money received would go into the South Natomas Community Plan area to be used at another park. ROCA believes city staff should present a plan of how they intend to use that money. We will follow up to ensure that the money gets used for park improvements benefiting the community near the Walgreens location and would like notification of how that money is proposed to be used.

Installation of a left turn lane: Although the traffic study done by the applicant and approved by the City shows that this would be feasible, alleviate some traffic, and the expectation is that it would be used primarily for the drive-through we don't think this is a necessary component of the project. The applicant will be removing 7 trees in the median and is adding a turn lane close to a very busy intersection on Truxel and West El Camino. There is also an opportunity for a U-turn a block further up on West El Camino. We are still concerned with the safety and the necessity of this left turn as part of the project. We would prefer to see the median stay in place and traffic flow remain the same. Has safety of the left in turn lane been addressed?

Proposed 24 hour operation and alcohol sales: The applicant mentioned that the Walgreens will determine whether they will operate 24 hours in this location. In order to attract them to the site they need the flexibility to do so if they want to. City staff also mentioned that hours of alcohol sales are covered by the state permit they need to apply for and not a City permit. We do not want to see the Walgreens become a magnet for panhandling, vagrancy and violence. There is already a liquor store in that shopping center, and liquor sales at CVS and Bel Air right across the street. However, those two locations do not stay open beyond 11 PM. We would like the Walgreens to be consistent with neighboring businesses and either close early, or stop alcohol sales early.

We still think the potential redevelopment of that strip mall will be a benefit to the community. The shopping center has empty store fronts and has some graffiti and seems neglected. Along with the existing restaurants that are open for business a busy Walgreens will increase foot traffic and we hope will deter any additional graffiti or crime.

Please keep in touch with the proposed schedule for the project and whether there are any additional changes. If you have additional questions or comments please contact Melinda Dorin Bradbury at melindabradbury@sbcglobal.net or 916.212.6589.

Sincerely,

VIA EMAIL

Jules Tran
President, River Oaks Community Association

Letter dated July 15, 2015

From: David Brady
To: David Brady; Bodipo50@gmail.com; burchillcitypc@gmail.com; "cburke realestate"; ed@loftgardens.com; dcovill@cbnorcal.com; "sacplanning declines"; "todd s kaufman"; ALofaso@sbcglobal.net; kimjoanmc@att.net; dnybo@wateridge.net; matt@mrpe.com; jyeepdc@gmail.com; darrellteatir@yahoo.com
Cc: Heather Fargo; David Hung; Melinda Bradbury
Subject: Walgreens project file number P12-016
Date: Wednesday, July 15, 2015 11:52:17 PM

Dear Planning Planning and Design Commission Chair Nybo and fellow Commissioners:

I will not be able to attend tomorrow's hearing on this project, but I want to provide comments in light of the revisions proposed by the applicant. The preservation of heritage redwoods on-site is a positive move, and the applicant's willingness to engage in discussion with the community was generally well received.

ROCA has to stop short of endorsing this project as proposed, however, because the applicant still plans to move forward with the uncontrolled left turn lane and corresponding removal of seven mature shade trees in order to support its drive-through pharmacy. This proposal is inconsistent with the South Natomas Community Plan, which specifies that the City shall discourage drive-through commercial uses. Not only will this turn lane be costly for the applicant and disruptive to residents, it will not provide significantly better access, since a signaled u-turn exists less than a block away.

While some off-site mitigations are proposed, they have not been vetted with the city nor with surrounding businesses. The existing trees and median on West El Camino were a hard fought and costly undertaking of the community many years ago, and they represent one of the few aesthetic, public amenities in this portion of Sacramento. Most Sacramentans would find it unthinkable that the park-like medians on 21st Street or T Street would be torn up to accommodate a commercial development. Why is it then OK to contemplate such a notion in South Natomas?

Walgreens would be a valuable infill project that stands to bring much-needed jobs and commerce to the community. However an infill project has to fit within the community and not displace its resources. Accordingly, we hope that the Planning Commission ask Walgreens to re-design their project to remove the uncontrolled left turn lane and preserve the resources of the community.

Thank you,
David Brady
River Oaks Community Assn.

Letter dated February 13, 2015

From: GNNA
To: David Hung
Subject: Re: Proposed Walgreens
Date: Friday, February 13, 2015 9:18:58 PM

Hi David-
GNNA discussed the proposed Walgreens at Truxel and El Camino at our meeting on Thursday, Feb. 11, 2015. We are concerned about the removal of mature trees but appreciate that the plan calls for replacing the trees being lost. The left turn lane needed by Walgreens will be mitigated by the firestation that is being proposed for Park Plaza, which will also need a left turn lane.

The plan calls for Walgreens to have a liquor license and there is concern about the hours of liquor sales. There are also two child care centers in the area that may want to weigh in on the liquor sales.

Empty store fronts are never desirable in a neighborhood and the Walgreens is preferable to the empty lot. We expect Walgreens to be a good neighbor and welcome the opportunity to see the project come to fruition with an attractive facade, trees, and patroling to keep the neighborhood clean and safe.
Annette Emery, President
GNNA

On Thu, Feb 5, 2015 at 5:30 PM, David Hung <DHung@cityofsacramento.org> wrote:

> Hi,
>
> This was the routing I sent back in November.
>
> **********
>
> David Hung
>
> Associate Planner
>
> City of
> SACRAMENTO
> Community Development
>
> 300 Richards Blvd., 3rd Floor
>
> Sacramento, CA 95811

Gardenland / Northgate Neighborhood Association
450 West El Camino Avenue, Sacramento, CA 95833
Email: gnnaboard@gmail.com ♦Web Site: www.gnna.info

July 7, 2015

David Hung
Associate Planner
City of Sacramento Community Development
300 Richards Blvd., 3rd Floor
Sacramento, CA 95811

Dear David:

The Gardenland/Northgate Neighborhood Association (GNNA) is appreciative for the chance to have input on the proposed Walgreens to be located in the shopping center at West El Camino Ave. and Truxel Road. GNNA recently hosted a public meeting, with Councilmember Jeff Harris, to get community input on this project. Over 50 community members, including people who have businesses in the current shopping center, attended with the majority being in favor of the proposed Walgreens. However, there were some concerns that include:

- Preservation of heritage trees and current mature trees in the shopping center.
- Alcohol and cigarette sales
- Left-turn lane from West El Camino into the shopping center
- Security, especially as it pertains to Park Plaza next to the proposed Walgreens
- The quality and quantity of the jobs being made available by Walgreens and assuring that local community members get priority for those jobs.
- The effect of the Walgreens on local businesses.
- The general aesthetics of the area being improved.

Reading the revised plan, it appears that most of these items have been addressed:

- All heritage trees have been identified and preserved as are the mature trees with more trees being planted to supplement the current ornamental trees. The plan for the trees was endorsed by Ray Trethaway, local resident, former city council member, and current head of the Sacramento Tree Foundation who was in attendance.
- Walgreens has said they will not sell alcohol single servings. Like all businesses, Walgreens will be abiding by California law on the sales of alcohol. However, we would encourage Walgreens to consider limiting alcohol sales hours and not sell nicotine products as all. We would like to see local businesses support healthier lifestyles by offering healthier food choices and discouraging unhealthy habits.
- The left – hand turn lane is supported by current businesses in the area and will also be used by the proposed fire station that will reside where Park Plaza currently is (next to the proposed Walgreens). Please continue to work with the community on the left-turn median strip landscaping so that it is both aesthetic and safe.

- A chain-link fence rather than a wall will separate the Walgreens from Park Plaza and the security cameras in the shopping center will allow extra scrutiny on the activities at Park Plaza.
- Walgreens will be hiring with more jobs available; I realize that no assurances can be made about hiring from the community but I would hope this would be a consideration when hiring is made.
- There was concern raised about the effect of a Walgreens on the Belair and CVS pharmacy in the area. As several people notes, some customers prefer one pharmacy over another. There are several areas in Sacramento with competing pharmacies in close proximity and all appear to be thriving businesses.
- Walgreens has put thought into the signage and creating a unified look for the current shopping center.

After hearing input from GNNA community members, including those who have businesses in the area, GNNA has no objections to the proposed Walgreens and appreciates the revisions that have been made to the plan. GNNA is looking forward to hearing more about the proposed fire station that will be moved from Newborough Drive to Park Plaza, next to the proposed Walgreens.

Please keep GNNA advised on future plans in the area. Thank you.

Sincerely,

Annette Emery

Annette Emery, President
Gardenland/Northgate Neighborhood Association

Cc: Councilmember Harris

Regional Transit

Sacramento Regional Transit District
A Public Transit Agency and Equal Opportunity Employer

Mailing Address:
P.O. Box 2110
Sacramento, CA 95812-2110

Administrative Office:
1400 29th Street
Sacramento, CA 95816
(916) 321-2800
(29th St. Light Rail Station/ Bus 38,38,50,87,88)

Light Rail Office:
2700 Academy Way
Sacramento, CA 95815
(916) 648-8400

Public Transit Since 1973

www.sacrt.com

August 10, 2012

David Hung
Associate Planner
City of Sacramento, Planning Division
300 Richards Boulevard, 3rd Floor
Sacramento, CA 95811

NAME OF DEVELOPMENT:	Park Plaza Walgreens
CONTROL NUMBER:	P12-016
TYPE OF DOCUMENT:	PUD Amendment, Special Permit, Plan Review

RT SUPPORT/NON-SUPPORT: Non-Support of Drive-through

Regional Transit (RT) cannot support a drive-through land use in this location because of it's proximity to a proposed light rail station and several key bus stops. RT recommends a 10-year limited-term Special Permit so the drive-through component can be eliminated at such time when light rail is ready to serve this community.

Truxel Road is identified as the future light rail corridor for RT's Green Line to the Airport with a light rail station to be located in the median of Truxel Road just south of West El Camino. It is important for this development proposal to be designed to support transit as the Federal Transit Administration takes into consideration nearby development plans that maximize transit use when determining which projects to prioritize for funding.

Conditions for RT Support:

- A 10-year limited-term Special Permit for the drive-through
- Project construction shall not disrupt transit service or pedestrian access to transit stops/stations.
- Clear and easy accessibility and connectivity shall be provided to and from transit stops for all transit users, including those with disabilities.
- Parking competes with transit usage and does not promote pedestrian activity; therefore, parking shall not exceed the required standards for the City and could potentially be reduced in the future.
- Businesses shall display Transit information in prominent locations within the business for both patrons and employees.
- Bicycle parking facilities per City of Sacramento requirements shall be provided at store entrances.

Transit Supportive Recommendations:

- Employers should offer employees subsidized transit passes at 50% or greater discount.
- The property/business owner should join the South Natomas Transportation Management Association.

Project Background:
The Walgreen's project in the 4.1 acre Park Plaza shopping center proposes to demolish an existing building and develop a 15,019 sq.ft. retail store and pharmacy which requires plan review. Walgreen's is requesting a special permit to operate as a 24-hour store and accommodate a drive-through window for the pharmacy. The site is located on the west side of the shopping center at the southwest corner of West El Camino and Truxel Road in the South Natomas community.

Existing Transit:
Bus route 11 provides 30/60-minute weekday and 60-minute Saturday service to the site. Bus route 88 provides 15/30-minute weekday service and 60-minute Saturday and evening service within 1/8 mile of the site. And bus route 86 provides 30-minute weekday and 60-minute weekend and evening service within ½ mile of the site. All of theses routes have connectivity with light rail and the Downtown.

Thank you for the opportunity to comment. Please send any subsequent documents and hearing notices that pertain to this project as they become available. If you have further questions regarding these recommendations, please contact me at (916) 556-0514 or cpair@sacrt.com.

Sincerely,

Chris Pair

Chris Pair
Assistant Planner

c: RoseMary Covington, AGM of Planning and Transit System Development, RT
Traci Canfield, Planner, RT

I:\PL\Development Review\Development Review Projects\1_Response Letters\City of Sacramento projects\South Natomas\Park Plaza Walgreens ALT 081312.doc

PARK PLAZA WALGREENS 1600 West El Camino

A Joint Letter From Community Groups and Individuals

May 27, 2015

Chair and Members, Planning and Design Commission
David Hung, Planner
City of Sacramento
300 Richards
Sacramento, CA 95814

P12-016 Park Plaza Walgreens (Noticed on 05-01-15)

Dear Planning and Design Commission:

Park Plaza Walgreens has been agendized as follows:

> P12-016 Park Plaza Walgreens (Noticed on 05-01-15) Location: 1600 - 1620 West El Camino Avenue, 274-0410-005-0000, 274-0410-021-0000, District 3 Recommendation: To forward recommendation of approval to City Council: Item A: Environmental Exemption (Per CEQA 15332-Infill Development Projects); Item B: General Plan Amendment to re-designate 0.084 acres from Parks and Recreation to Suburban Center; Item C: Rezone 0.084 acres from Office Business Thursday, May 28, 2015 Agenda 4 Planned Unit Development (OB-PUD) to Shopping Center Planned Unit Development (SC-PUD); Item D: Planned Unit Development Guidelines Amendment to modify landscape, parking and signage criteria in the Creekside Oaks PUD; Item E: Tentative Map to subdivide one parcel into three parcels; Item F: Site Plan and Design Review to develop a new retail building in the SC-PUD zone Contact: David Hung, Associate Planner, 916-808-5530; Lindsey Alagozian, Senior Planner, 916-808-2659; Luis Sanchez, AIA, LEED AP, Senior Architect, 916-808-5957

This notice fails to advise the public that the project will remove street trees and heritage trees protected by City ordinance. The public and decision makers must go rather deeply into the staff report to learn "To compensate for the removal of trees in the front landscape area and the median, the project is proposing to plant additional trees. . . ." On page 6 of the staff report, we learn: "Also, as a mitigation for the removal of seven trees in the median, including some mature trees, the applicant will be planting new trees on the project site. The applicant is proposing to plant seven new trees in the median."

The report is enigmatic in the lack of information about how many trees will be removed, their age and condition, where they each are located, their role in the previously approved landscape plan or streetscape plan, what their legal status is, and how the so-called mitigation program actually mitigates for the impacts of tree removal. The staff report is silent on City policies and ordinances as well as General Plan goals regarding the importance of tree preservation. We have found in our neighborhoods that replacement of new trees for mature trees does not mitigate for the loss of the mature trees.

We are asking for a delay in the hearing due to lack of notice on tree removal. We want a full disclosure of the facts to the community well before the Planning and Design Commission hearing. We want to review Urban Forestry's assessment of the urban forest impacts of the proposed project well before the hearing.

As a community we are ever mindful of the tremendous value of trees in our neighborhoods, on our streets, throughout the City and to our climate, and we greatly appreciate their contribution to our daily quality of life. We seek to retain this attractive quality of life as the City adds 35 percent to its population in coming years. The cumulative impact of projects like Park Plaza Walgreens, if approved as proposed, includes the temporal loss of all the benefits provided to the community by mature trees. Mature trees contribute to reducing the urban heat island, and mitigating carbon in the atmosphere; they cannot be traded on a one for one basis with newly planted trees. This will be a significant degradation in our quality of life and the quality of life in the City for decades to come.

Sincerely,

Heather Fargo

Mayor of Sacramento 2000-2008, Councilmember representing South Natomas 1989-2000

David Brady, River Oaks Community Association

Dale Steele, Friends of Sutter Landing Park
Friends of Sutter's Landing Park
City of Sacramento Tree Mitigation Committee Member
City of Sacramento Pond Technical Advisory Committee Member

Laurie Litman, 350 Sacramento, a local grassroots organization that works to reduce greenhouse gas emissions and to engage Sacramento area citizens and community groups to build a global climate movement.

A JOINT LETTER FROM COMMUNITY GROUPS AND INDIVIDUALS

Jim Pachl, Neighbors of Capitol Towers and Villas

Barbara Thalacker

Barbara Thalacker, Representative appointed by Steve Hansen, Council District 4
Tree Ordinance Stakeholder Advisory Committee

Karen Jacques, Midtown, Tree Ordinance Stakeholder Advisory Committee

Lynn N. Lenzi
Natomas Resident

Jane McCauley, Woodlake Neighbors Creating Transparency

Adelita Espinosa, Tahoe Park Association Director

Betsy Weiland, Representative of SARA , Tree Ordinance Stakeholder Advisory Committee

A JOINT LETTER FROM COMMUNITY GROUPS AND INDIVIDUALS

Caroline Goddard
President
East Sacramento Partnerships for a Livable City

Jude Lamare

Jude Lamare, Friends of the Swainson's Hawk
Tree Ordinance Stakeholder Advisory Committee

A JOINT LETTER FROM COMMUNITY GROUPS AND INDIVIDUALS

From: Heather Fargo
To: Bodipo50@gmail.com; burchillcitypc@gmail.com; cburke realestate; ed@loftgardens.com; dcovill@cbnorcal.com; sacplanning declines; todd s kaufman; ALofaso@sbcglobal.net; kimjoanmc@att.net; dnybo@wateridge.net; matt@mrpe.com; jveepdc@gmail.com; David Hung
Cc: Brady, David; Tretheway, Ray; Emery, Annette; Lenzi, Lynn; Trujillo, Briza; Lamare, Jude
Subject: Yes on Walgreen"s - No on Left Turn Lane - P12-016
Date: Thursday, July 16, 2015 2:21:31 PM

Dear Planning Planning and Design Commission Chair Nybo and fellow Commissioners,

Re: **Walgreens P12-016**

I may not be able to attend tonight's hearing on this project, but I want to provide comments that reflect the changes proposed by the applicant and supported by staff. I appreciate the change to preserve the on-site heritage trees and the applicant's willingness to meet with us and listen to the concerns of the community.

I now **support the Walgreen's project** but continue to **oppose the left turn lane** that will remove one of the few landscaped medians in South Natomas. This commercial site was was home to a former very busy LaBou, and functioned well without this turn, for decades. I don't think it's needed to serve Walgreens and I do think it will create safety issues for drivers, bicyclists and pedestrians.

The existing trees and median on West El Camino were a hard fought and costly undertaking of the community many years ago, and they represent one of the few aesthetic, **public** amenities in this portion of Sacramento. Please take the time to consider whether or not this left turn is really needed and wise to pursue. The city is considering moving Fire Station 15 to the Park Plaza next door, requiring removal of additional medians. At the very least, could you postpone the decision on the median removal until you can review this entire stretch of W. El Camino from Millcreek to Truxel. The proposed median removal for Walgreens does not provide access to the proposed station site.

Throughout Sacramento the city is reducing lanes of traffic, adding bike lanes and improving safety of our road system. This is a step backwards to remove mature trees and add more asphalt to one of the widest streets in the city. And I don't think it would be done in most neighborhoods.

I appreciate the applicant's offer to install a median further east on W. El Camino and urge you to make it a **condition of approval**, if you have to support the left turn lane. If the median cannot be installed where suggested, it should be placed somewhere else on W. El Camino or another major street in South Natomas. Planting a few trees will not make up for the value to public safety and aesthetics that this median offers.

I support the addition of new trees in the parking lot that will replace the trees so severely damaged by horrific pruning, and can only help the site reach city code requirement for shading, but I urge you to require the preservation of the mature

hackberry trees on the west side of the site. The area already accommodates a driveway and will make the experience of waiting at the drive-through more pleasant.

Walgreens would be a valuable infill project in a community that has suffered from economic stagnation and the moratorium. However an infill project has to fit within the community and not displace community assets. Therefore, I hope that the Planning Commission will approve the Walgreens but reject the unneccessary left turn lane.

Thank you for considering my comments.

Sincerely,
Heather Fargo
South Natomas resident for over 30 years
Former Mayor and Councilmember

June 11, 2015

Dear Jeff Harris, District Three, and City Council Member,

We, the owners of Bangkok City Thai Cuisine, are in favor for the left turn off lane off of W. El Camino and the opening of the Walgreens. The reason why we are in favor for the left turn off lane is because we feel that it will bring in more business for us. Without the left turn off lane we would be hunting for more business compared to other businesses. Also, the opening of Walgreens will bring in more business to the center since Walgreens is a well-known corporation that has a large customer base. Walgreens will also provide us with more safety for our customers and us as well bringing in more customers.

Sincerely,

Put Lynn

Bangkok City Thai Cuisine
W. El Camino Suite 147.
Sacramento, CA. 95833

From: Black, Tina Marie [mailto:tina.black@hrblock.com]
Sent: Tuesday, June 09, 2015 4:09 PM
To: Don Ellwanger
Subject: H&R Block @ 1620 West El Camino Blvd, Sacramento CA 95833

Dear Jeff Harris, District Three, and City Council Members,

I am writing to you as a respected local business within our community located within the Park Plaza Retail Center to ask for your support in not only having Walgreens join our business center but to ensure that a left turn lane off of West El Camino is built.

H&R Block has been professionally educating and assisting individuals for many years. I understand you don't think about taxes all year, but we do. At H&R Block, we're available year round to discuss the tax implications of those who work and live in our community. In our efforts to continue to connect with the community and personally grow as a business owner, I am asking that you allow new businesses to join the center and ensure that there is a safe and effective way for our clients to enter the grounds. I see our relationship with Walgreens evolve in many ways. An example of this is we educate and assist the community about the Affordable Care Act. Walgreens assist the community with their personal health. Between the two of us, we can educate and ensure that those who visit our business location find value in their experience. I have no doubt that adding Walgreens into our business center will allow all the tenants that reside in that specific area to reap the benefits.

I appreciate you taking the time to read this e-mail and I hope your decision is one that will support the New Walgreens in Park Plaza as well as the building of a left turn lane off of West El Camino.

Sincerely,
Tina Black
District Manager
H&R Block Sacramento, CA.

CASH 1

June 8, 2015

Re: Building of a new Walgreen

Dear Jeff Harris, District Three, and City Council,

As being a part of the Cash 1 located in the Park Plaza, that has occupied the space for 10+ years, I have witnessed a few small businesses come and go; by adding a popular business, Walgreens, to the Park Plaza, which has great potential in prospering, it will attract many of Natomas' current residents. Making Walgreens an addition to the plaza will contribute to bringing in more business to the entire lot. Many people in the neighborhood rely on public transportation and commute by foot. Having a retail business, such as Walgreens, will be resourceful for the community.

Currently, the Park Plaza consists of a liquor store, H&R Block, a few restaurants, and a Cash 1, but with a Walgreens construction, it is crucial to maintain the left turn lane off of West El Camino. Removing the lane would counteract traffic reduction and will make it inconvenient for commuters to make unnecessary U-Turns. Maintaining the left turn lane will reduce the amount of traffic coming to and from both directions of El Camino, especially during peak hours. Overall, making Walgreens an addition to the Natomas area, but also maintain a left turn lane into the Park Plaza will assist in bringing more resident attraction which will also help with safety to the growing neighborhood.

Sincerely,

Sabrina Currie
District Manager of Community Choice Financial

From: Manjit Singh [mailto:manjit1116@gmail.com]
Sent: Thursday, June 11, 2015 11:49 AM
To: ellwangd@svn.com
Subject: from # 155

Mr. Harris; District 3 city council member,

As a tenant of the Park Plaza Shopping center I would like to express the need for a left hand turn lane from West bound El Camino west of the Truxel / W. El Camino intersection. This would significantly increase traffic into the center as people heading west on El Camino are not able to turn into the center.

This along with the addition of Walgreens as a tenant to the center will be good for the neighborhood both in terms of services provided for the neighborhood and general upgrade of tenancy and reduction of vacancies in the center.

thank you.

Attachment 3: Land Use and Zoning Map

ORDINANCE NO.

Adopted by the Sacramento City Council

AN ORDINANCE AMENDING TITLE 17 OF THE SACRAMENTO CITY CODE (THE ZONING CODE) BY REZONING CERTAIN REAL PROPERTY FROM THE OFFICE BUSINESS LOW-RISE MIXED-USE PLANNED UNIT DEVELOPMENT (OB-PUD) ZONE TO SHOPPING CENTER PLANNED UNIT DEVELOPMENT (SC-PUD) ZONE LOCATED AT 1600 – 1620 WEST EL CAMINO AVENUE (APN: 274-0410-005-0000) (P12-016)

BE IT ENACTED BY THE COUNCIL OF THE CITY OF SACRAMENTO THAT:

SECTION 1

Title 17 of the Sacramento City Code (the Zoning Code) is amended by rezoning the property shown in the attached Exhibit 4A, generally described, known and referred to as Park Plaza (APN: 274-0410-005-0000) from Office Business Low-Rise Mixed-Use Planned Unit Development (OB-PUD) zone (0.08 acres) to Shopping Center Planned Unit Development (SC-PUD) Zone (0.08 acres).

SECTION 2

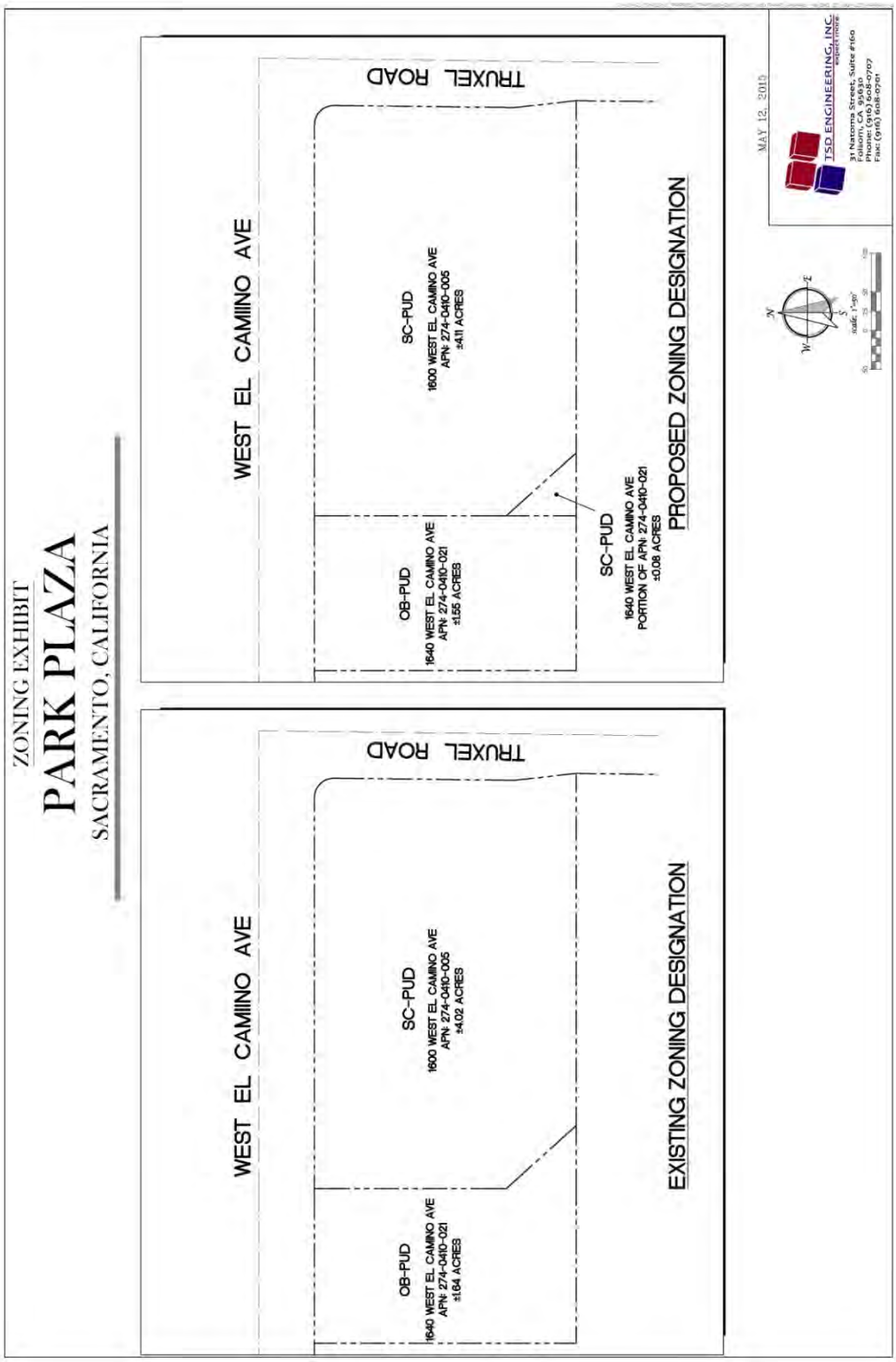
Rezoning of the property described in the attached Exhibit 4A by the adoption of this Ordinance shall be deemed to be in compliance with the procedures for the rezoning of property described in the Comprehensive Zoning Ordinance, Title 17 of the City Code, as amended, as said procedures have been affected by recent court decisions.

SECTION 3

The City Clerk of the City of Sacramento is hereby directed to amend the official zoning map, which is a part of said Comprehensive Zoning Ordinance, Title 17 of the City Code, to conform to the provisions of this Ordinance.

Table of Contents:

Exhibit A: Rezone – 1 page


ZONING EXHIBIT
PARK PLAZA
SACRAMENTO, CALIFORNIA
WEST EL CAMINO AVE
TRUXEL ROAD
SC-PUD
1600 WEST EL CAMINO AVE
APN: 274-0410-005
±4.02 ACRES
OB-PUD
1640 WEST EL CAMINO AVE
APN: 274-0410-021
±1.64 ACRES
EXISTING ZONING DESIGNATION
WEST EL CAMINO AVE
TRUXEL ROAD
SC-PUD
1600 WEST EL CAMINO AVE
APN: 274-0410-005
±4.11 ACRES
OB-PUD
1640 WEST EL CAMINO AVE
APN: 274-0410-021
±1.56 ACRES
SC-PUD
1640 WEST EL CAMINO AVE
PORTION OF APN: 274-0410-021
±0.08 ACRES
PROPOSED ZONING DESIGNATION
MAY 12, 2015
TSD ENGINEERING, INC.
CIVIL ENGINEERS
31 Natoma Street, Suite #160
Folsom, CA 95630
Phone: (916) 608-0707
Fax: (916) 608-0701
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scale: 1"=50'

Attachment 5: CEQA Resolution

RESOLUTION NO.

Adopted by the Sacramento City Council

DETERMINING THE PARK PLAZA WALGREENS PROJECT EXEMPT FROM REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, FOR THE PROPERTY LOCATED 1600 – 1620 WEST EL CAMINO AVENUE (P12-016) (APN: 274-0410-005-0000, 274-0410-021-0000)

BACKGROUND

A. On July 16, 2015, the City Planning and Design Commission conducted a public hearing on and recommended approval of the Park Plaza Walgreens project, and

B. On September 8, 2015, the City Council conducted a public hearing, for which notice was given pursuant Sacramento City Code Section 17.812.030(B)(1)(2), and (3) (publication. posting, and mail), and received and considered evidence concerning the Park Plaza Walgreens project (P12-016).

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

The project consists of a new approximately 15,019 square-foot retail building with a drive-through pharmacy in the SC-PUD zone.

Section 1. Based on the determination and recommendation of the City's Environmental Planning Services Manager and the oral and documentary evidence received at the hearing on the Project, the City Council finds that the Project is exempt from review under CEQA Guidelines Section 15332, Infill Exemption of the California Environmental Quality Act Guidelines as follows:

The project consists of the request for entitlements for the purpose of developing a retail building. The project complies with all applicable policies of the General Plan, as well as with the applicable zoning regulations. The project site is less than five acres in size and surrounded by urban uses. The project site also has no value as habitat for endangered, rare or threatened species and can be adequately served by all required utilities and public services. The project would also not result in any significant effects relating to traffic, noise, air quality, or water quality.

Attachment 6: General Plan Amendment Resolution

RESOLUTION NO.

Adopted by the Sacramento City Council

AMENDING THE GENERAL PLAN LAND USE MAP FOR APPROXIMATELY 0.08 NET ACRES OF PARKS AND RECREATION TO SUBURBAN CENTER FOR THE PROPERTY LOCATED AT 1600 – 1620 WEST EL CAMINO AVENUE. (APN: 274-0410-005-0000) (P12-016)

BACKGROUND

The City Council conducted a public hearing on September 8, 2015 concerning the General Plan land use map, and based on documentary and oral evidence submitted at the public hearing, the City Council hereby finds:

i. The amendment is internally consistent with the goals, policies, and other provisions of the general plan; and

ii. The amendment promotes the public health, safety, convenience, and welfare of the city; and

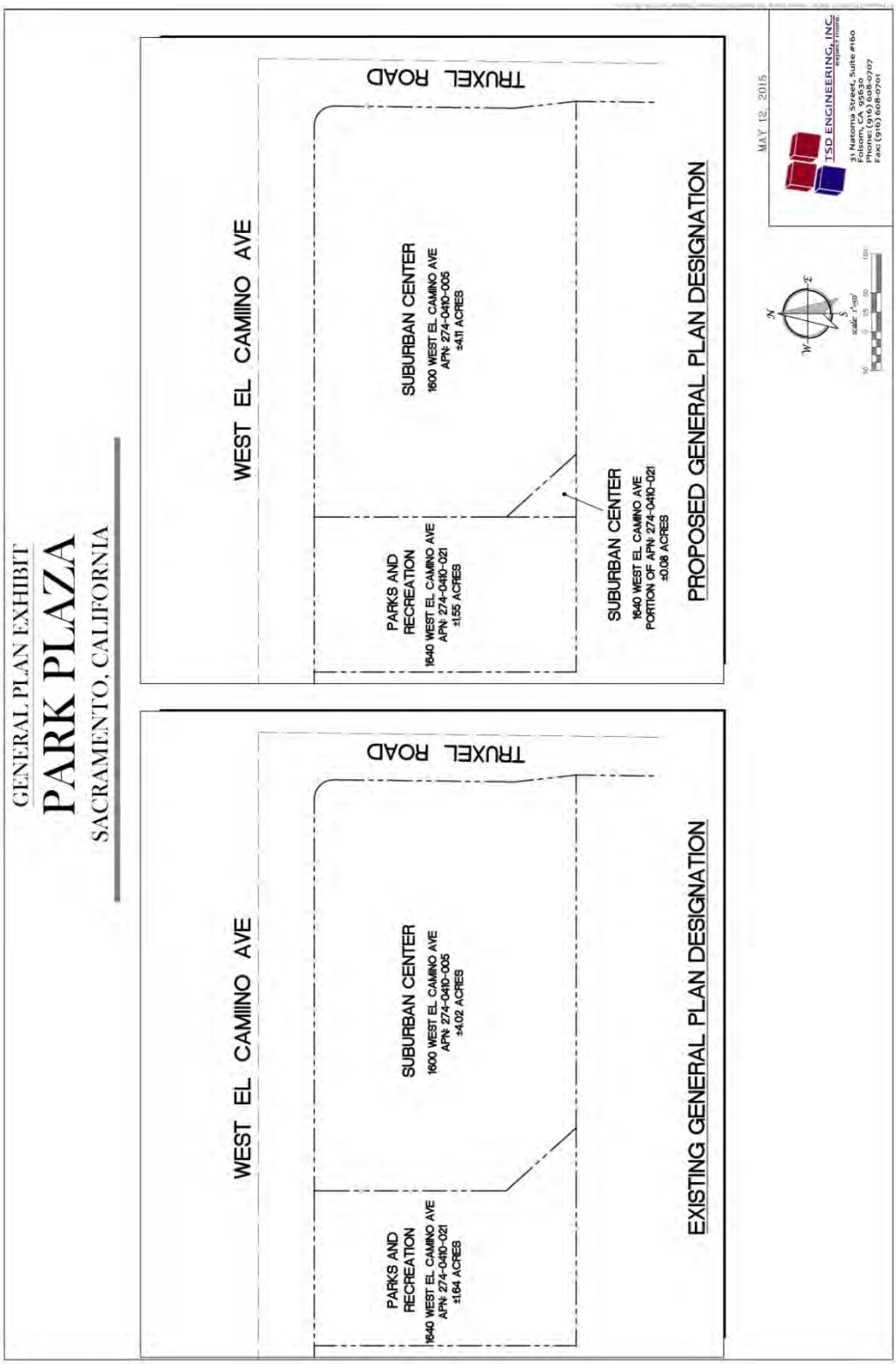
iii. The zoning classification of the subject parcel is consistent with the proposed general plan land use designation.

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

Section 1. The property (APN: 274-0410-005-0000), as described on the attached Exhibit 3A, within the City of Sacramento is hereby designated on the General Plan land use map as Suburban Center.

Table of Contents:

Exhibit A: General Plan Amendment – 1 page


GENERAL PLAN EXHIBIT
PARK PLAZA
SACRAMENTO, CALIFORNIA
WEST EL CAMIINO AVE
TRUXEL ROAD
PARKS AND RECREATION
1640 WEST EL CAMINO AVE
APN: 274-0410-021
±1.64 ACRES
SUBURBAN CENTER
1600 WEST EL CAMINO AVE
APN: 274-0410-005
±4.02 ACRES
EXISTING GENERAL PLAN DESIGNATION
WEST EL CAMINO AVE
TRUXEL ROAD
PARKS AND RECREATION
1640 WEST EL CAMINO AVE
APN: 274-0410-021
±1.55 ACRES
SUBURBAN CENTER
1600 WEST EL CAMINO AVE
APN: 274-0410-005
±4.11 ACRES
SUBURBAN CENTER
1640 WEST EL CAMINO AVE
PORTION OF APN: 274-0410-021
±0.08 ACRES
PROPOSED GENERAL PLAN DESIGNATION
MAY 12, 2015
TSD ENGINEERING, INC.
31 Natoma Street, Suite #160
Folsom, CA 95630
Phone: (916) 608-0707
Fax: (916) 608-0701
N
W
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S
scale: 1"=50'

Attachment 7: PUD Guidelines Amendment Resolution

RESOLUTION NO.

Adopted by the Sacramento City Council

AMENDING THE PLANNED UNIT DEVELOPMENT GUIDELINES FOR THE CREEKSIDE OAKS PLANNED UNIT DEVELPMENT. (P12-016)

BACKGROUND

A. On July 16, 2015, the City Planning Commission conducted a public hearing on, and forwarded to the City Council a recommendation to approve with conditions the Park Plaza Walgreens Project.

B. On September 8, 2015, the City Council conducted a public hearing, for which notice was given pursuant Sacramento City Code Section 17.812.030(B)(1)(2), and (3) (publication. posting, and mail), and received and considered evidence concerning the Park Plaza Walgreens project.

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

Section 1. Based on the verbal and documentary evidence received at the hearing on the Park Plaza Walgreens project, the City Council approves the project based on the findings of fact and subject to the conditions of approval as set forth below.

Section 2. The City Council approves the PUD Guidelines Amendment to modify landscape, parking and signage criteria in the Creekside Oaks PUD based on the following findings of fact:

1. The proposed amendment to the PUD Guidelines is consistent with the Suburban Center land use designation and with the goals and polices of the general plan to support the development of retail uses in the suburban center to create a mix of vibrant uses.

2. The proposed amendment to the PUD Guidelines signage criteria promotes the public health, safety, convenience and welfare of the city by assisting in business identification and way-finding to the shopping center with signage that is consistent with the city's sign ordinance.

3. The proposed amendment to the PUD Guidelines is consistent with the zoning designation of Shopping Center for the subject site.

Section 3. Exhibits A is a part of this Resolution.

Table of Contents:

Exhibit A: PUD Guidelines Amendment – 3 pages

Note: Only the portions of the Creekside Oaks PUD Guidelines that are proposed to be amended are shown below. Existing wording is shown in black, while all changes are shown in red where deletions are shown with a strikethrough.

Chapter 2- Procedures for Approval

~~Developments of parcels in PUDs are subject to special permit approval by the City Planning Commission. Special permit d~~Development plans shall be in conformance with the schematic plan and PUD guidelines and subject to approval per the Planning and Development Code ~~approved by the City Council~~.

A preliminary review of ~~special permit~~ planning applications may be required when the City determines that such review, by City, County, State and other agencies, is essential to a thorough review.

The following information shall be submitted with a ~~special permit~~ planning application:

6.4 Parking Area Standards

- Shopping Center

  - ~~Retail Store. One automobile space for each 250 square feet of gross floor area.~~

  - ~~Restaurant/Bar. One automobile space for every three seats based upon capacity of the fixed and moveable seating area as determined under the Uniform Building Code.~~

  - ~~All other commercial uses shall conform to City requirements for each commercial use.~~

  - ~~One Class II or Class III bicycle space for every 25 required automobile parking spaces as defined in Section 22.A.6 of the Zoning Ordinance.~~

  Parking standards shall be provided per the parking regulations in the planning and development code.

7.2 Building Setbacks

Street	Building Setback	Landscape Setback
West El Camino Ave, Garden Highway, Truxel Road	50’	50’ *
All 58’ R-O-W Streets	50’	25’
All other public and private streets	25’	25’
Bannon Slough Parkway	20’	---

* A 40’ landscaped setback shall apply if the streets are posted with no parking signs. Landscaped setback reduced to 25 feet[4] for ~~a portion of shopping center site~~ the entire shopping center site frontage at southwest corner of West El Camino Avenue and Truxel Road.[5]

All setbacks shall be per these guidelines or the Zoning Ordinance whichever is more restrictive.

7.16 Miscellaneous Development Criteria

- ~~In lieu of the placement of a wall between the shopping center and the park/ library/ community center property, the shopping center shall be designed to be compatible with the adjacent park/ library/ community center uses with regard to vehicular and pedestrian circulation, landscape treatment and building design.~~ The construction of fencing or wall between the shopping and adjacent properties shall be consistent with the wall, fence and gate regulations in the planning and development code.

8.7 SC Shopping Center Zone

- Shopping Center Identification Sign. The shopping center site shall be allowed one monument sign, not to exceed twelve feet in height and forty-eight square feet in area. Said monument signs shall face on West El Camino Avenue or Truxel Road. Monument signs may be located in the setback area; however, they shall be located farther than ten feet from the public right-of-way and from any driveway. A single tenant over 15,000 sf of space shall be allowed an additional monument sign not to exceed six feet in height and twenty-four square feet in sign area. Monument signs may be

located in the setback area; however, they shall be located farther than ten feet from the public right-of-way and from any driveway.

- Tenant Occupancy Signs
  - One attached sign indicating the name for each occupancy shall be allowed. The color of the face of each sign shall be in keeping with the overall color scheme of the development.
  - Sign area shall be determined by the lineal frontage of each individual shop as follows:
    - Width of sign, including logo, shall not exceed 70[10] percent of shop's width.
    - Total vertical sign height shall not exceed twenty eight[11] inches.
    - Maximum letter height shall be limited to eighteen[12] inches.
  - Exception: A single tenant building with over 15,000 square feet of building space shall be allowed a maximum of three attached signs, including stand-alone logos/insignia, with no more than two signs per elevation. The color of the face of each sign shall be in keeping with the overall color scheme of development. Sign area shall be determined by the lineal frontage of each building as follows:
    - Width of sign, including log, shall not exceed 35% of building width
    - Total vertical sign height shall not exceed 72 inches.
    - Maximum letter height shall be limited to 52 inches.
    - Maximum logo/insignia height shall be limited to 60 inches.

RESOLUTION NO.

Adopted by the Sacramento City Council

ADOPTING FINDINGS OF FACT AND APPROVING THE PARK PLAZA WALGREENS PROJECT LOCATED AT 1600 – 1620 WEST EL CAMINO AVENUE (P12-016) (APN: 274-0410-005-0000)

BACKGROUND

A. On July 16, 2015, the Planning and Design Commission conducted a public hearing on, and forwarded to the City Council a recommendation to approve with conditions the Park Plaza Walgreens project.

B. On September 8, 2015, the City Council conducted a public hearing, for which notice was given pursuant Sacramento City Code Section 17.812.030(B)(1)(2), and (3) (publication. posting, and mail), and received and considered evidence concerning the Park Plaza Walgreens project.

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

Section 1. Based on the verbal and documentary evidence received at the hearing on the Park Plaza Walgreens project, the City Council approves the project based on the findings of fact and subject to the conditions of approval as set forth below.

Section 2. The City Council approves the Project entitlements based on the following findings of fact:

A. The **Tentative Map** to subdivide one parcel into three parcels in the SC-PUD zone is **approved** based on the following findings:

1. None of the conditions described in Government Code Section 66474, subsection (a) through (g), inclusive, exist with respect to the proposed subdivision as follows:

    a. The proposed subdivision is consistent with the City's General Plan, all applicable community and specific plans, and Title 16 of the City Code, which is a specific plan of the City;

    b. The design and improvement of the proposed subdivision is consistent with the City's General Plan, all applicable community and specific plans, and Title 16 of the City Code, which is a specific plan of the City;

c. The site is physically suitable for the type of development proposed and suited for the proposed density;
d. The site is suited for the proposed density of the development;
e. The design of the subdivision and the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife their habitat;
f. The design of the subdivision and the type of improvements are not likely to cause serious public health problems;
g. The design of the subdivision and the type of improvements will not conflict with easements, acquired by the public at large, for access through or use, of, property within the proposed subdivision.

2. The proposed subdivision, together with the provisions for its design and improvement, is consistent with the City General Plan and Title 16 Subdivisions of the City Code, which is a specific plan of the City (Gov. Code §66473.5).

3. The discharge of waste from the proposed subdivision into the existing community sewer system will not result in a violation of the applicable waste discharge requirements prescribed by the California Regional Water Quality Board, Central Valley Region, in that existing treatment plants have a design capacity adequate to service the proposed subdivision (Gov. code §66474.6).

4. The design of the proposed subdivision provides, to the extent feasible, for future passive or natural heating and cooling opportunities (Gov. Code §66473.1).

5. The City Council has considered the effect of the approval of this tentative subdivision map on the housing needs of the region and has balanced these needs against the public service needs of its residents and available fiscal and environmental resources (Gov. Code §66412.3).

B. The **Site Plan and Design Review** for the tentative map and to develop an approximately 15,019 square-foot retail building in the SC-PUD zone is **approved** based on the following findings:

1. The design, layout, and physical characteristics of the proposed development and tentative map are consistent with the general plan and any applicable specific plan or transit village plan in that the use is compatible with adjacent uses in the neighborhood and the proposed use provides services for residents within the community.

2. The design, layout, and physical characteristics of the proposed development, including the tentative map, are consistent with all applicable design guidelines and with all applicable development standards including the Creekside Oaks PUD Guidelines, the

Neighborhood Commercial Corridor Design Principles and applicable development standards for the SC zone in that: 1) the building is oriented towards the surrounding street and pedestrian connection is provided, 2) the proposed material and color scheme will complement the existing buildings in the shopping center, and 3) landscaping will be provided to enhance the shopping center.

3. The project has been analyzed by City departments and it is determined that all streets and other public access ways and facilities, parking facilities, and utility infrastructure are adequate to serve the proposed development and comply with all applicable design guidelines and development standards.

4. The design, layout, and physical characteristics of the proposed development are visually and functionally compatible with the surrounding neighborhood in that the scale and size of the building is similar to the existing building on surrounding parcels.

5. The design, layout, and physical characteristics of the proposed development ensure energy consumption is minimized and use of renewable energy sources is encouraged;

6. The design, layout, and physical characteristics of the proposed development and tentative map are not detrimental to the public health, safety, convenience, or welfare of persons residing, working, visiting, or recreating in the surrounding neighborhood and will not result in the creation of a nuisance in that: 1) the development is compatible with other uses found in the surrounding neighborhood, and 2) the project will provide adequate parking for employees and patrons.

Conditions of Approval

A. Tentative Map to subdivide one parcel into three parcels is hereby **approved** subject to the following conditions:

NOTE: These conditions shall supersede any contradictory information shown on the Tentative Map or any contradictory provisions in the PUD guidelines approved for this project (P12-016). The design of any improvement not covered by these conditions or the PUD Guidelines shall be to City standard.

The applicant shall satisfy each of the following conditions prior to filing the Parcel Map unless a different time for compliance is specifically stated in these conditions. Any condition requiring an improvement that has already been designed and secured under a City Approved improvement agreement may be considered satisfied at the discretion

of the Department of Public Works.

GENERAL: All Projects (Anis Ghobril, Public Works, 808-5367)

A1. Pay off existing assessments, or file the necessary segregation requests and fees to segregate existing assessments.

A2. Private reciprocal ingress, egress, maneuvering and parking easements are required for future development of the area covered by this Tentative Map. The applicant shall enter into and record an Agreement For Conveyance of Easements with the City stating that a private reciprocal ingress/egress, maneuvering, and parking easement shall be conveyed to and reserved from Parcels 1, 2 and 3, at no cost, at the time of sale or other conveyance of either parcel.

A3. Meet all conditions of the existing PUD (P12-016) unless the condition is superseded by a Tentative Map condition.

A4. Show all continuing and proposed/required easements on the Parcel Map.

Department of Public Works: Streets (Anis Ghobril, Public Works, 808-5367)

A5. Construct standard subdivision improvements as noted in these conditions pursuant to section 16.48.110 of the City Code. All improvements shall be designed and constructed to the satisfaction of the Department of Public Works. Improvements required shall be determined by the city. The City shall determine improvements required for each phase prior to recordation of each phase. Any public improvement not specifically noted in these conditions or on the Tentative Map shall be designed and constructed to City standards. This shall include street lighting and the repair or replacement/reconstruction of any existing deteriorated curb, gutter and sidewalk fronting the property along Truxel Road and West El Camino Avenue per City standards and to the satisfaction of the Department of Public Works.

A6. The design and placement of walls, fences, signs and Landscaping near intersections and driveways shall allow stopping sight distance per Caltrans standards and comply with City Code Section 12.28.010 (25' sight triangle). Walls shall be set back 3' behind the sight line needed for stopping sight distance to allow sufficient room for pilasters. Landscaping in the area required for adequate stopping sight distance shall be limited 3.5' in height. The area of exclusion shall be determined by the Department of Public Works.

A7. Construct A.D.A. compliant ramps at the south-west corner of the intersection of Truxel Road and West El Camino Avenue per City standards and to the satisfaction of the Department of Public Works.

PUBLIC/PRIVATE UTILITIES (Amandeep Singh, SASD, 876-6296)

A8. Connection to the District's sewer system shall be required to the satisfaction of the District. District Design Standards apply to any on and off-site sewer construction.

A9. Each parcel with a sewage source shall have a separate connection to the District public sewer system. If there is more than one building in any single parcel and the parcel is not proposed for split, then each building on that parcel shall have a separate connection to a private on-site sewer line or the District public sewer line.

A10. In order to obtain sewer service, construction of District sewer infrastructure will be required.

A11. Sewer easements will be required. All sewer easements shall be dedicated to the District, in a form approved by the District Engineer. All District sewer easements shall be at least 20 feet in width and ensure continuous access for installation and maintenance. The District will provide maintenance only in public right-of-ways and in easements dedicated to the District.

A12. The District requires their sewers to be located a minimum of 10 feet (measured horizontally from edge of pipe to edge of pipe) from all potable water lines. Separation of sewer line from other parallel utilities, such as storm drain and other 'dry' utilities (electrical, telephone, cable, etc.) shall be a minimum of 7 feet (measured horizontally from the center of pipe to the center of pipe). Any deviation from the above separation due to depth and roadway width must be approved by the District on a case by case basis.

A13. All structures along private drives shall have a minimum 10-foot setback (measured horizontally from edge of collector pipe to edge of structure) so that the District can properly maintain the sewer line.

CITY UTILITIES (Jesus Reyes, DOU, 808-1721)

A14. The applicant shall grant and reserve easement as needed, for water, drainage and sanitary sewer facilities, and for surface storm drainage, at no cost at or before the time of sale or other conveyance of any parcel or lot. A note stating the following shall be placed on the final map; "Reciprocal easements for ingress/egress, parking, utilities, drainage, water and sanitary sewer facilities, and surface storm drainage shall be granted and reserved, as necessary and at no cost, at or before the time of sale or conveyance of any parcel shown on this map".

A15. All existing easements that are to remain and all existing right-of-ways shall be shown on the Final Map.

FIRE: (King Tunson, Fire, 808-1358)

A16. Fire service mains shall not cross property lines unless a reciprocal easement agreement is provided.

ADVISORY NOTES:

The following advisory notes are informational in nature and are not a requirement of this Tentative Map:

A17. If unusual amounts of bone, stone, or artifacts are uncovered, work within 50 meters of the area will cease immediately and a qualified archaeologist shall be consulted to develop, if necessary, further mitigation measures to reduce any archaeological impact to a less than significant effect before construction resumes. A note shall be placed on the final improvement plans referencing this condition.

A18. Participate in the Facilities Benefit Assessment (FBA) District. Fees shall be paid prior to issuance of a building permit. (Special Districts)

A19. Prior to issuance of a Building Permit, the Applicant shall acquire from City the triangular portion of APN 274-0410-021 as shown on the Tentative Map and site plan by separate instrument. Prior to issuance of a Building Permit, the Applicant shall merge the triangular portion of APN 274-0410-021 acquired from City with Parcel 1 as shown on the Tentative Map by separate instrument and to the satisfaction of the Departments of Public Works and Parks and Recreation.

A20. The applicant will be responsible to meet his/her obligation as outlined in Chapter 18.44 of City Code pertaining to the Park Development Impact Fee (PIF), due at the time of issuance of building permit. The Park Development Impact Fee due for this project is estimated at $5,857. This is based on construction of a 15,019 square foot commercial retail building at the standard rate of $0.39 per square foot. Any change in these factors will change the amount of the PIF due. The fee is calculated using factors at the time that the project is <u>submitted</u> for building permit. (Parks)

A21. Prior to design of the subject project, the DOU suggests that the applicant request a water supply test to determine what pressure and flows the surrounding public water distribution system can provide to the site. This information can then be used to assist the engineers in the design of the fire suppression and domestic water systems. (DOU)

A22. Since December 8, 2008, the proposed project has been in a 100-year flood plain, designated as an AE zone by the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRMs). The base flood elevation

("BFE") for the Natomas Basin is 33' feet above sea level. The DOU expects to reach the A99 Zone, areas to be protected from the 100-year floodplain by a project under construction, by the end of 2012, but the exact date is unknown at this time. FEMA does not require elevating or floodproofing in an A99 Zone, but the City may enforce other floodplain development requirements. The DOU expects the area to reach Shaded Zone X, protected from the 100-year floodplain, in approximately 2019. Contact Connie Perkins (916-808-1914) for more information and updates on this issue. City Code Chapter 15.104 Floodplain Management Regulations require that any new construction of and/or substantial improvement to any structure located in Zone AE must have the lowest floor, including the basement, elevated a minimum of one (1) foot above the BFE. Non-residential structures have the option of flood proofing to one (1) foot above the BFE in lieu of the elevation requirement. (DOU)

A23. The owner or developer must show the existing 12KV routes. (SMUD)

A24. Developing this property will require the payment of sewer impact fees (connection fees). Impact fees shall be paid prior to issuance of Building Permits. Applicant should contact the Fee Quote Desk at 876-6100 for sewer impact fee information. (SASD)

A25. Any use of District sewer easements, which is not compatible or interferes with the construction, reconstruction, operation, maintenance, or repair of the District's sanitary sewer(s), shall not be allowed. Each proposed use shall be reviewed and approved in writing by the District Engineer prior to the use of the easement by the Grantor. This includes landscaping. (SASD)

B. The **Site Plan and Design Review** for the tentative map and to develop an approximately 15,019 square-foot retail building in the SC-PUD zone is hereby **approved** subject to the following conditions:

Planning (General)

B1. Development of this site shall be in compliance with the attached exhibits, except as conditioned. Any modification to the project shall be subject to review by Current Planning staff prior to the issuance of building permits. Any significant modifications to the project may require subsequent entitlements.

B2. The applicant shall obtain all necessary building permits prior to commencing construction.

B3. Prior to the issuance of a building permit, the applicant shall propose and submit for review and approval by the Planning Director a "Good Neighbor Policy" including but not limited to the following: Establish a process for neighbors to communicate directly with staff of the facility. A sign indicating a 24-hour emergency phone number and contact person shall be kept current and posted on the building in a clearly visible place.

B4. Lighting:

a. Lighting shall be designed so as not to produce hazardous and annoying glare to motorists, adjacent properties, or the general public. All fixtures should be placed in a manner that avoids glare when observed from the street or other public areas.

b. All lighting devices shall be equipped with weather and vandal resistant covers.

c. Maximum pole height shall be 18 feet.

B5. Trees shall be planted and maintained throughout surface parking lot to ensure that, within fifteen (15) years after establishment of the parking lot, at least fifty (50) percent of the parking area will be shaded. A final landscape plan shall be submitted to planning for review and approval prior to issuance of building permit.

B6. Any removal of City street trees will require the issuance of a tree removal permit from Urban Forestry Division.

B7. The trash enclosure shall meet all requirements of the Sacramento City Code regulations, including, but not limited to, perimeter landscaping, masonry walls, solid metal gate, concrete apron, overhead clearance, signs and setbacks.

B8. All mechanical equipment shall be screened. All rooftop mechanical and communications equipment shall be completely screened from view from public streets by the building parapet, screen wall, and architectural projections which are integral to the building design.

B9. The proposal is required to meet the Sacramento City Code regulations regarding bicycle parking for both short-term and long-term. Bicycle parking shall be located within close proximity to building entrance.

B10. Any new signage shall comply with the Creekside Oaks PUD Guidelines and requires a sign permit.

B11. The applicant shall comply with the City's Housing Trust Fund ordinance.

B12. Security cameras shall be installed to monitor the delivery area and the area surrounding it.

B13. Prior to issuance of a Building Permit, the Applicant shall acquire from City the triangular portion of APN 274-0410-021 as shown on the Tentative Map and site plan by separate instrument. Prior to issuance of a Building Permit, the Applicant shall merge the triangular portion of APN 274-0410-021 acquired from City with Parcel 1 as shown on the Tentative Map by separate instrument and to the satisfaction of the Departments of Public Works and Parks and Recreation.

Design Review

B14. Building shall be constructed per approved plans. Any modification to the project shall be subject to review by Current Planning staff prior to the issuance of building permits.

B15. The exterior finish of the proposed structure shall be plaster over CMU wall per approved plans.

B16. Storefront systems shall be located as shown on elevations. Storefront frame shall be clear anodized aluminum. Glazing shall be clear glass unless otherwise specified.

B17. Wainscot and pilasters shall be split-face concrete masonry blocks per approved plans.

B18. Metal canopies shall be constructed and located per approved plans.

B19. Steel trellising shall be installed at specified locations per approved plans.

B20. A tubular steel fence shall be constructed on the western property line of Parcel 1.

B21. Color scheme for building per approved building elevation plan.

B22. Final lighting plan shall be reviewed and approved by staff prior to building permit submittal.

B23. All other notes and drawings on the final plans as submitted by the applicant are deemed conditions of approval. Any changes to the final set of plans stamped by Design Review staff shall be subject to review and approval prior to any changes. Applicant shall comply with all current building code requirements.

Department of Transportation

B24. Construct standard improvements as noted in these conditions pursuant to chapter 18 of the City Code. Improvements shall be designed and constructed to City standards in place at the time that the Building Permit is issued. All improvements shall be designed and constructed to the satisfaction of the Department of Public Works. Any public improvement not specifically noted in these conditions shall be designed and constructed to City Standards. This shall include street lighting and the repair or replacement/reconstruction of any existing deteriorated curb, gutter and sidewalk fronting the property along West El Camino Avenue and Truxel Road per City standards and to the satisfaction of the Department of Public Works.

B25. The applicant shall modify the existing median along West El Camino Avenue and construct a 120-foot left-turn pocket with a 90-foot taper to provide left turn access to the western-most driveway along West El Camino Avenue. The construction of the left turn pocket shall be consistent with the traffic memo dated November 3, 2011 (kept on File) and to the satisfaction of the Department of Public Works. The left turn pocket lane shall be 14-feet wide to accommodate future Fire Truck access. As part of the median construction, the applicant shall also extend the existing east-bound left turn lanes at the intersection of West El Camino Avenue and Truxel Road up to 300-feet to the satisfaction of the Department of Public Works.

B26. All new and existing driveways shall be designed and constructed to City Standards and must be ADA-compliant to the satisfaction of the Department of Public Works.

B27. The site plan shall conform to A.D.A. requirements in all respects. This shall include the replacement of any curb ramp that does not meet current A.D.A. standards at the south-west corner of Truxel Road and West El Camino Avenue.

B28. The applicant shall record the Parcel Map, which creates the lot pattern shown on the proposed site plan prior to obtaining any Building Permits.

B29. The site plan shall conform to the parking requirements set forth in chapter 17 of City Code (Zoning Ordinance).

B30. Pursuant to City Code Section 17.700.060, the applicant shall be required to post information on alternative commute modes at the project site and provide proof of coordination with transit and ridesharing agencies to maintain and provide current information to employees working at the site prior to issuance of a certificate of occupancy.

B31. The design of walls fences and signage near intersections and driveways shall allow stopping sight distance per Caltrans standards and comply with City Code Section 12.28.010 (25' sight triangle). Walls shall be set back 3' behind the sight line needed for stopping sight distance to allow sufficient room for pilasters. Landscaping in the area required for adequate stopping sight distance shall be limited 3.5' in height at maturity. The area of exclusion shall be determined by the Department of Public Works.

Urban Forestry

B32. City Street Trees to be removed for construction purposes shall be replaced with 24-inch box size trees (as required under City Code Section 12.56.090 based on the sizes of the City Street Trees to be removed).

B33. Replacement trees for City Street Trees shall be replanted in a location that is consistent with the needs of the tree species, in coordination with the Urban Forestry Division, consistent with the following conditions:

a. Replacement shall be accommodated within the public right-of-way in the form of a median in the vicinity of the project (note: Any work within the public right-of-way will require an encroachment permit from the Department of Public Works). If the Urban Forestry Division determines that a median is not feasible, replacement trees shall be planted at another off-site location near the vicinity of the project at the City's direction.

b. Replacement trees for the existing Crape Myrtle trees must be of a species that has an expected mature canopy of at least 20 feet in diameter. Replacement trees for the existing Red Oaks must be of a species that has an expected mature canopy of at least 30 feet in diameter.

c. Replacement trees must be placed in an irrigated environment.

d. Replacement trees must be placed in an environment with a friable soil medium with a depth of at least 2.5 feet. The soil medium must be suitable for growing living plants and free of aggregate road base or other construction debris that would restrict growth.

e. Replacement tree may not be placed underneath or within the expected mature canopy of any other tree.

f. Replacement trees for the existing Crape Myrtle trees must be provided with a minimum of 120 square feet of unpaved planting area per tree or 240 square feet total for the 2 trees. Planting area for these trees shall not be required to exceed 760 square feet total for the 2 trees. The planting area for these trees shall measure no less than 6 feet at its narrowest dimension.

g. Replacement trees for the existing Red Oaks must be provided with a minimum of 300 square feet of unpaved planting area per tree or 1,500 square feet total for the 5 trees. Planting area for these trees shall not be required to exceed 3,000 square feet total for these trees. The planting area for these trees shall measure no less than 10 feet at its narrowest dimension.

h. Replacement of any City Street trees must occur within 60 days of the removals, and prior to the Certificate of Occupancy for the Walgreens building. All site plans/landscape plans for replacement of City Street Trees shall be reviewed and approved by the City's Urban Forester and Department of Public Works. The City's Urban Forester may extend this time period at his discretion if good cause or extenuating circumstances are demonstrated.

B34. The applicant shall preserve the two (2) on-site hackberry trees located at the northwestern corner of the site adjacent to the westernmost driveway. Any revisions to the driveway will require review by Department of Public Works.

Department of Utilities

B35. Per City Code 13.04.070, except for separate irrigation service connections and fire service connections, each parcel shall only have one metered domestic water service. Requests for multiple domestic water service connections to a single commercial lot or parcel, consistent with the DOU "Commercial Tap Policy," may be approved on a case-by-case basis by the DOU. Excess services shall be abandoned to the satisfaction of the DOU. (Note: There is an existing 2" domestic water service, meter # 10026 on the west side of the proposed building.)

B36. All water connections shall comply with the City of Sacramento's Cross Connection Control Policy.

B37. There is an existing 8" public water distribution water main that loops through this site. The civil sheets for the on-site improvements shall show the location of this water main and the extent of its associated easement. The Applicant may be required to field locate this water distribution main at key locations during the permit process to assure that no permanent structure are located over the main or within its associated easement. Per City Code 13.04.230, no permanent structure (including without limitation garages, patios, concrete slabs, tool shed and similar structures) shall be constructed on top of the existing water main or anywhere within the associated easement, unless approved by the Director of Utilities upon execution of a hold harmless agreement approved by the City Attorney. Minimal landscaping (no trees with invasive roots) and asphalt concrete (AC) paving is allowed within the water easement (PUE).

B38. The applicant shall grant and reserve easements as needed, for water, drainage and sanitary sewer facilities, and for surface storm drainage, at no cost at or before the time of sale or other conveyance of any parcel or lot. A note stating the following shall be placed on the Final Map: "Reciprocal easements for ingress/egress, parking, utilities, drainage, water and sanitary sewer facilities, and surface storm drainage shall be granted and reserved, as necessary and at no cost, at or before the time of sale or conveyance of any parcel shown in this map."

B39. The building pad elevation shall be approved by the DOU and shall be a minimum of 1.5 feet above the local controlling overland release elevation or a minimum of 1.2 feet above the highest adjoining back of sidewalk elevation, whichever is higher, or as approved by the Department of Utilities.

B40. A grading plan showing existing and proposed elevations is required. Adjacent off-site topography shall also be shown to the extent necessary to determine impacts to existing surface drainage paths. No grading shall occur until the grading plan has been reviewed and approved by the DOU.

B41. The applicant must comply with the City of Sacramento's Grading, Erosion and Sediment Control Ordinance. This ordinance requires the applicant to prepare erosion and sediment control plans for both during and after construction of the proposed project, prepare preliminary and final grading plans, and prepare plans to control urban runoff pollution from the project site during construction.

B42. This development is in the Sacramento Area Sewer District (SASD). Satisfy all SASD conditions.

Fire Department

B43. Timing and Installation. When fire protection, including fire apparatus access roads and water supplies for fire protection, is required to be installed, such protection shall be installed and made serviceable prior to and during the time of construction. CFC 501.4

B44. Provide a water flow test. (Make arrangements at the Permit Center walk-in counter: 300 Richards Blvd, Sacramento, CA 95814). CFC 507.4

B45. Provide appropriate Knox access for site. CFC Section 506

B46. Roads used for Fire Department access that are less than 28 feet in width shall be marked "No Parking Fire Lane" on both sides; roads less than 36 feet in width shall be marked on one side. *Drive Thru area shall be stripped the length of the building with approved ground markings or signs.*

B47. An automatic fire sprinkler system shall be installed in any portion of a building when the floor area of the building exceeds 3,599 square feet.

B48. Locate and identify Fire Department Connections (FDCs) on address side of building no further than 50 feet and no closer than 15 feet from a fire hydrant. *Proposed FDC shall be relocated from the rear to the address side (front) of the building within the landscape berm.*

B49. An approved fire control room shall be provided for all buildings protected by an automatic fire extinguishing system. Fire control rooms shall be located within the building at a location approved by the Chief, and shall be provided with a means to access the room directly from the exterior. Durable signage shall be provided on the exterior side of the access door to identify the fire control room. CFC 903.8

B50. Structure (canopy) covering the drive thru shall be constructed as a cantilever without external bracing and provided with a minimum 13’6” of vertical clearance.

Building Division

B51. All work requires a building permit and must comply with the applicable requirements of the 2013 California Code of Regulations Title 24, Part 2 (California Building Code), Part 3 (California Electrical Code), Part 4 (California Mechanical Code), Part 5 (California Plumbing Code), Part 6 (California Energy Code), Part 9 (California Fire Code), and Part 11 (California Green Code).

Police Department

B52. Exterior lighting shall be white light (e.g. metal halide, LED, fluorescent, or induction) using cut off or full cut off fixtures to limit glare and light trespass. Exterior lighting shall be maintained and operational and shall meet IESNA standards.

B53. Within 30’ of the drive-up window shall be lit to minimum of 6 foot candles at a 3:1 average to minimum ratio.

B54. Storefront exit and sidewalks shall be lit to a minimum of 5 foot candles at a 3:1 average to minimum ratio.

B55. All landscaping should follow the two foot six foot rule. All landscaping should be ground cover, two feet or less and lower tree canopies should be above six feet. This increases natural surveillance and eliminates hiding areas within the landscape. Tree canopies should not interfere with or block lighting. This creates shadows and areas of concealment.

B56. The landscaping plan shall allow for proper illumination and visibility regarding lighting and surveillance cameras through the maturity of trees and shrubs.

B57. Business shall be equipped with a monitored burglary alarm system with private security response.

B58. UL listed central station silent robbery alarm system shall be employed at all points of sale, the manager’s office, and near the safe(s). Cellular back-up is recommended.

B59. All solid core exterior doors shall be equipped with a 180 degree viewing device to screen persons before allowing entry, and shall remain locked at all times except for emergencies and deliveries.

B60. Height markers are required on the interior doorway.

B61. Recorded Video Assessment and Surveillance System (VASS) shall be employed.

B62. Cameras and VASS storage shall be digital high definition or better.

B63. VASS storage shall be kept off-site or in a secured area accessible only to management.

B64. VASS shall support standard MPEG formats.

B65. VASS shall be capable of storing no less than 30 days' worth of activity.

B66. Manager with access to VASS storage shall be able to respond within 30 minutes during business hours.

B67. Manager shall have the ability to transfer recorded data to another medium (e.g. DVD, thumb drive, etc.).

B68. Cameras shall be equipped with low light capability, auto iris and auto focus.

B69. Television style monitors shall be mounted in a visible location near the entrance so that patrons can clearly see that their activities are being monitored.

B70. VASS shall provide comprehensive coverage of:

- all points of sale
- safe
- manager's office
- areas of ingress and egress
- alcohol placement areas
- parking lot
- loading areas
- areas not clearly visible from public streets
- coverage of all four (4) exterior sides of the property
- adjacent public rights of way
- at least one camera shall be positioned to get a front face shot (e.g. height strip camera)

B71. During Construction:

- the location shall be monitored by security after normal construction hours during all phases of construction.
- adequate security lighting shall be provided to illuminate vulnerable equipment and materials. Lighting shall be white light with full cut off fixtures.

B72. No more than 33 percent of the square footage of the windows and clear doors shall be blocked by advertising, signs, shelves or anything else. All advertising, signs, and shelving shall be placed and maintained in a manner that ensures that law enforcement personnel have a clear and unobstructed view of the interior of the premises, including the area in which the cash registers are maintained, from the exterior public sidewalk or entrance to the premises.

B73. The name of the store shall be printed on any receipts.

B74. No public pay phones/telephones shall be allowed on the premises.

B75. No coin operated games or video machines shall be allowed on the premises.

B76. The applicant shall post the property No Trespassing and No Loitering.

B77. The applicant is responsible for reasonably controlling the conduct of persons on the site and shall immediately disperse loiterers.

B78. All dumpsters shall be kept locked.

B79. Trash receptacles shall be of a design to prevent unauthorized removal of articles from the trash bin.

B80. Any graffiti painted or marked upon the premises or on any adjacent area under the control of the applicant shall be removed or painted over within 72 hours of being applied.

B81. The applicant shall be responsible for the daily removal of all litter from the site and adjacent rights of way.

Parks Planning

B82. Prior to issuance of a Building Permit, the Applicant shall enter into an Agreement with the City Department of Parks and Recreation to allow the Applicant to plant six landscape trees along the common border between the Park Plaza Walgreen's and the adjacent City Park (Plaza Park). Tree species and size shall be subject to approval by the Park Planning and Development Services Division (PPDS) and City Park Operations staff. The Agreement shall outline tasks and responsibilities for the placement of the landscape trees on the City's property. All construction document preparation, coordination with City Park Operations staff, installation of trees and maintenance for a two year period following installation shall be at sole expense of the Applicant.

Sacramento Area Sewer District

B83. Developing this property will require the payment of sewer impact fees (connection fees). Impact fees shall be paid prior to issuance of Building Permits. Applicant should contact the Fee Quote Desk at 876-6100 for sewer impact fee information.

Advisory Notes (Urban Forestry)

ADV1. Removal and replacement of City street trees requires the applicant to follow City Code 12.56.090

ADV2. The updated arborist report for the project created by Foothill Associates, dated June 18th 2015, now identifies a total of 5 heritage trees associated with the site. There are 3 Coast Redwoods identified as #341, #342 and #343. There are 2 Valley Oaks identified as #1592 and #1593. These trees are not proposed for removal as part of the Walgreens project.

ADV3. This project is subject to SCC 1717.612.040 which requires that the parking lot be designed and maintained in such a way as to provide 50% shade over all parking stalls and paved drivable surfaces within 15 years.

ADV4. Square footage of shade will be calculated according to the City of Sacramento Parking Tree Shading Design and Maintenance Guidelines. Reasonable deviations from the guidelines will be considered on a case by case basis if the applicant can adequately demonstrate how the calculations in the shade calculation exhibit were made.

ADV5. Urban Forestry will not give shade credit for existing Crape Myrtle trees that have been excessively pruned n such a way as to remove their ability to provide shade. New Crape Myrtle trees or any other approved shade tree replanted in those spaces will be given the appropriate amount of shade credit.

ADV6. The applicant has proposed a plan to meet the shade requirement primarily by replacing small diameter trees, and trees that are less than ideal for this climate and specific site, with larger trees and trees that are better adapted to the environmental conditions of the region and the specific site. This proposed plan represents an improvement over the existing conditions with regards to the trees being replaced.

ADV7. Opportunities exist on this site to further improve the shade coverage of the overall site by making use of existing abandoned or paved over planting sites, planting in existing underutilized permeable areas and by expanding existing planting sites so they could support larger trees.

ADV8. A key element of the project is an accessory drive through pharmacy with two lanes to facilitate circulation on the site. The currently proposed plan calls for the removal of 6 mature Hackberry trees along the western border of the property to accommodate this feature. These Hackberry trees are located in 2 linear planters each measuring approximately 82 feet long and 105 feet long and 10 feet wide each. This represents approximately 187 linear feet and 1,870 square feet of plantable space.

ADV9. The removal of these trees and their associated planters will likely result in the need to remove a 7th mature Hackberry tree on the other side of the fence.

ADV10. Urban Forestry recommends and encourages the applicant to preserve and retain the Hackberry trees on the western border of the property if it is at all feasible.

ADV11. A key element of the project is a left turn lane on East El Camino Blvd. leading to the project site. This will likely necessitate the removal of at least 7

existing mature trees in the median to accommodate this feature. The 5 Red Oak Trees and 2 Crape Myrtle trees are located in the median that measures 20 feet wide and span 240 linear feet along the median with a notable gap of 35 feet between the group of Red Oaks and Crape Myrtles. This represents approximately 240 linear feet and 4,800 square feet of plantable space. Excluding the underutilized gap, the existing trees are making use of 204 linear feet and 4,100 square feet of plantable space within this median.

ADV12. City Street trees located in the median are protected by SCC12.56. Removal requires a permit from Urban Forestry. The applicant should be aware that permits for the removal of city street trees are subject to public review and appeal. The applicant will be required to replace any city street trees that are removed with new trees that are at least a 24 inch box size at the time of planting and of a species that is comparable in mature size and structure with the existing trees. The replacement trees should be planted in a location where their long-term survival can be reasonably assured.

ADV13. There are no options for replacing street trees in the immediate area of the project site. Urban Forestry will consider all reasonable proposals regarding replacement trees that meet the intent and purpose of SCC12.56.

ADV14. It had been previously stated by an Urban Forestry arborist that city street trees are typically valued at $325 per diameter inch and therefore the removal of an aggregate trunk diameter of 66.7 inches represents a value of $21,667. This represents one way of placing a value on the trees that are being removed, and does not place a value on the loss of the land that the trees were growing on. It needs to be noted that under our current ordinance we so not have a system in place to accept money in lieu of replacement trees.

ADV15. Heritage trees are protected by SCC 12.64. Removal requires a permit from Urban Forestry. The applicant should be aware that permits for the removal of city street trees are subject to public review and appeal. It should be noted that the process to obtain a permit to remove a heritage tree differs significantly from the process to obtain a permit to remove a city street tree.

ADV16. Urban Forestry recommends and encourages the applicant to preserve and retain heritage trees on site wherever it is feasible to do so.

Advisory Notes (Utilities)

ADV17. Prior to design of the subject project, the DOU suggests that the applicant request a water supply test to determine what pressure and flows the surrounding public water distribution system can provide to the site. This information can then be used to assist the engineers in the design of the on-site fire suppression system.

ADV18. Since December 8, 2008, the proposed project has been in a 100-year flood plain, designated as an AE zone by the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRMs). The base flood elevation (“BFE”) for the Natomas Basin is 33’ feet above sea level. The DOU expects to reach the A99 Zone, areas to be protected from the 100-year

floodplain by a project under construction, by the end of 2012, but the exact date is unknown at this time. FEMA does not require elevating or floodproofing in an A99 Zone, but the City may enforce other floodplain development requirements. The DOU expects the area to reach Shaded Zone X, protected from the 100-year floodplain, in approximately 2019. Contact Connie Perkins (916-808-1914) for more information and updates on this issue. City Code Chapter 15.104 Floodplain Management Regulations require that any new construction of and/or substantial improvement to any structure located in Zone AE must have the lowest floor, including the basement, elevated a minimum of one (1) foot above the BFE. Non-residential structures have the option of flood proofing to one (1) foot above the BFE in lieu of the elevation requirement.

Advisory Notes (Police)

ADV19. City of Sacramento permits must be obtained for and alarm and camera systems.

Advisory Notes (Parks and Recreation Department)

ADV20. The applicant will be responsible to meet his/her obligation as outlined in Chapter 18.44 of City Code pertaining to the Park Development Impact Fee (PIF), due at the time of issuance of building permit. The Park Development Impact Fee due for this project is estimated at $5,857. This is based on construction of a 15,019 square foot commercial retail building at the standard rate of $0.39 per square foot. Any change in these factors will change the amount of the PIF due. The fee is calculated using factors at the time that the project is submitted for building permit.

Advisory Notes (Solid Waste Division)

ADV21. Project must meet the requirements outlined in Sacramento City Code Chapter 17.72.

ADV22. Properties must accommodate trucks, as well as cans or bins that are roughly the dimensions outlined in the “Truck, Bin, and Can Dimensions” section, next page. Current plans meet this requirement.

ADV23. Solid waste trucks must be able to safely move about the property, with minimum backing, and be able to empty the bins and cans safely. Solid waste driver must not have to move front-loader bins more than 15 ft. for collection. Also, the waste collection schedule must be limited so that it does not occur during heavy vehicle activity, such as student drop-off and pick-up times; nor is it to occur when children are near the drop-off/pick-up area.

ADV24. Statement of Recycling must be completed, including a description of trash and recycling operations after the building is built and occupied, as well as size and location of trash enclosure. Current plans meet this requirement.

ADV25. The property must have enough weekly capacity of recycling to meet the requirements are outlined in 17.72.030, which for this project is 1 yard. Current plans meet this requirement.

Advisory Notes (Sacramento Area Sewer District)

ADV26. Any use of District sewer easements, which is not compatible or interferes with the construction, reconstruction, operation, maintenance, or repair of the District's sanitary sewer(s), shall not be allowed. Each proposed use shall be reviewed and approved in writing by the District Engineer prior to the use of the easement by the Grantor. This includes landscaping.

Exhibit A: Tentative Map

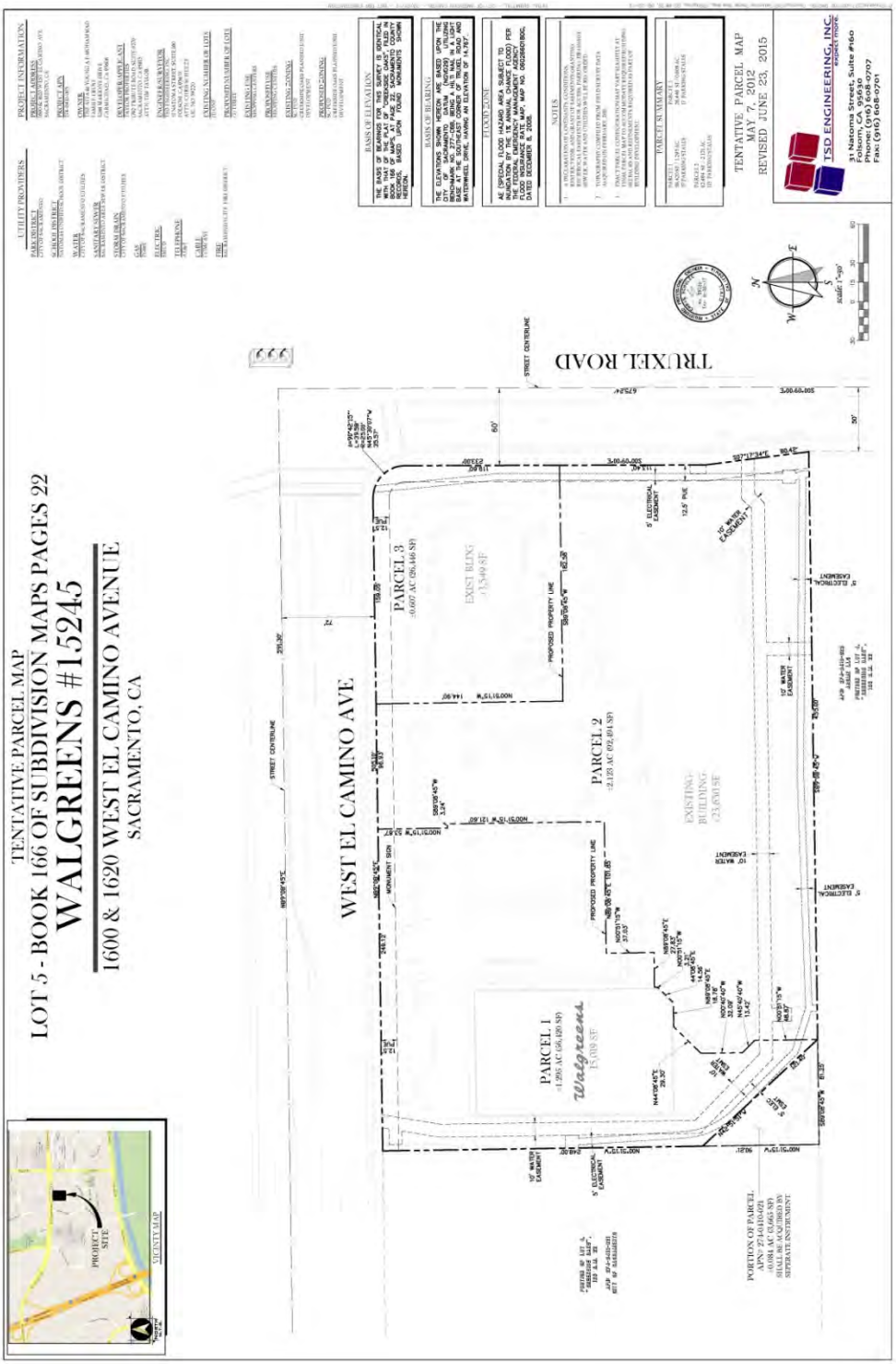
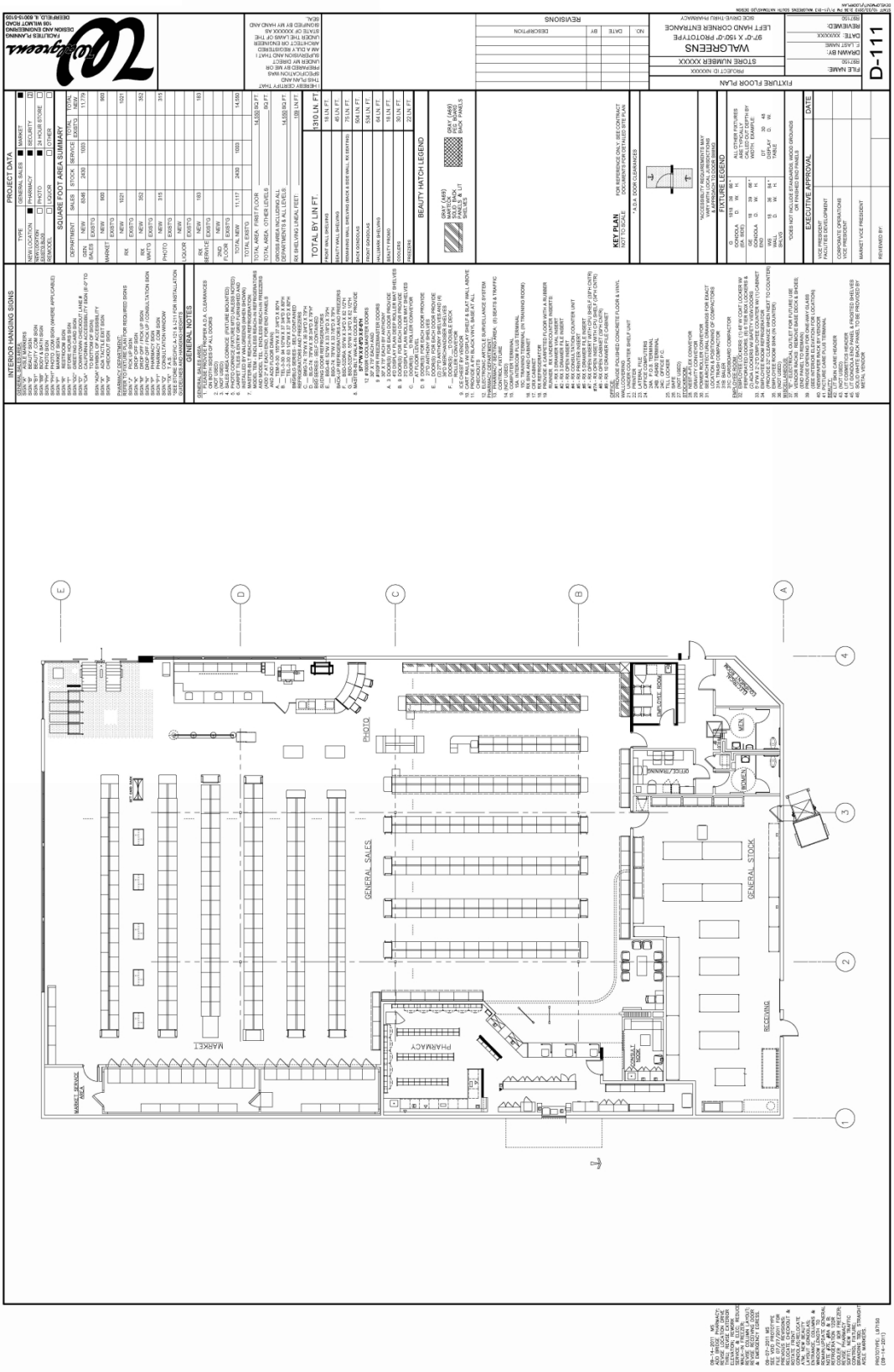


Exhibit B: Site Plan

Exhibit C: Floor Plan



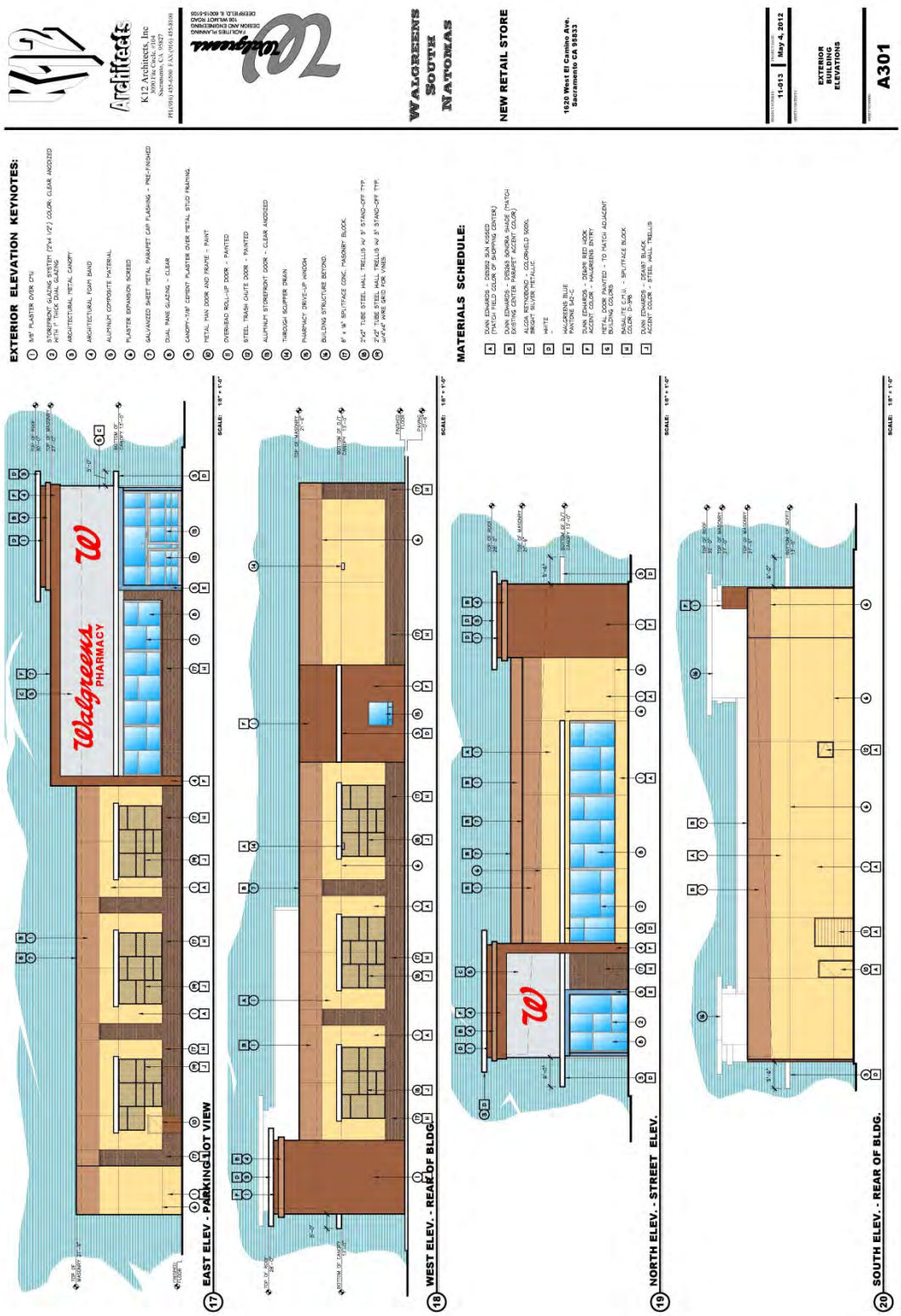

EXTERIOR ELEVATION KEYNOTES:
1 3/8" PLASTER OVER CMU
2 STOREFRONT GLAZING SYSTEM (2"x4 1/2") COLOR: CLEAR ANODIZED WITH 1" THICK DUAL GLAZING
3 ARCHITECTURAL METAL CANOPY
4 ARCHITECTURAL FOAM BAND
5 ALUMINUM COPPOSITE MATERIAL
6 PLASTER EXPANSION SCREED
7 GALVANIZED SHEET METAL PARAPET CAP FLASHING - PRE-FINISHED
8 DUAL PANE GLAZING - CLEAR
9 CANOPY-7/8" CEMENT PLASTER OVER METAL STUD FRAMING
10 METAL MAN DOOR AND FRAME - PAINT
11 OVERHEAD ROLL-UP DOOR - PAINTED
12 STEEL TRASH CHUTE DOOR - PAINTED
13 ALUMINUM STOREFRONT DOOR - CLEAR ANODIZED
14 THROUGH SCUPPER DRAIN
15 PHARMACY DRIVE-UP WINDOW
16 BUILDING STRUCTURE BEYOND
17 8" x 16" SPLITFACE CONC. MASONRY BLOCK
18 2"x2" TUBE STEEL WALL TRELLIS w/ 9" STAND-OFF TYP.
19 2"x2" TUBE STEEL WALL TRELLIS w/ 9" STAND-OFF TYP. 34"x34" PAVE GRID FOR VINES
MATERIALS SCHEDULE:
A DUNN EDWARDS - DE5292 SUN KISSED (MATCH FIELD COLOR OF SHOPPING CENTER)
B DUNN EDWARDS - DE5363 SONORA SHADE (MATCH CURRENT WALGREENS WALL ACCENT COLOR)
C ALCOA REYNOBOND - COLORWELD 5000L BRIGHT SILVER METALLIC
D WHITE
E WALGREENS BLUE PANTONE 541C
F DUNN EDWARDS - DE6291 RED HOOK ACCENT COLOR - WALGREENS ENTRY
G METAL DOOR PAINTED - TO MATCH ADJACENT BUILDING COLORS
H EQUAL TE CAP - SPLITFACE BLOCK EQUAL TO CMU
I DUNN EDWARDS - DE6387 BLACK ACCENT COLOR - STEEL WALL TRELLIS
SCALE: 1/8" = 1'-0"
17 EAST ELEV. - PARKING LOT VIEW
18 WEST ELEV. - REAR OF BLDG.
19 NORTH ELEV. - STREET ELEV.
20 SOUTH ELEV. - REAR OF BLDG.
Walgreens PHARMACY
K12 Architects, Inc
3000 Fitzgerald Rd.
Sacramento, CA 95827
Walgreens
WALGREENS SOUTH NATOMAS
NEW RETAIL STORE
1620 West El Camino Ave.
Sacramento CA 95833
11-013
May 4, 2012
EXTERIOR BUILDING ELEVATIONS
A301

Exhibit E: Existing Tree Preservation and Removal Plan

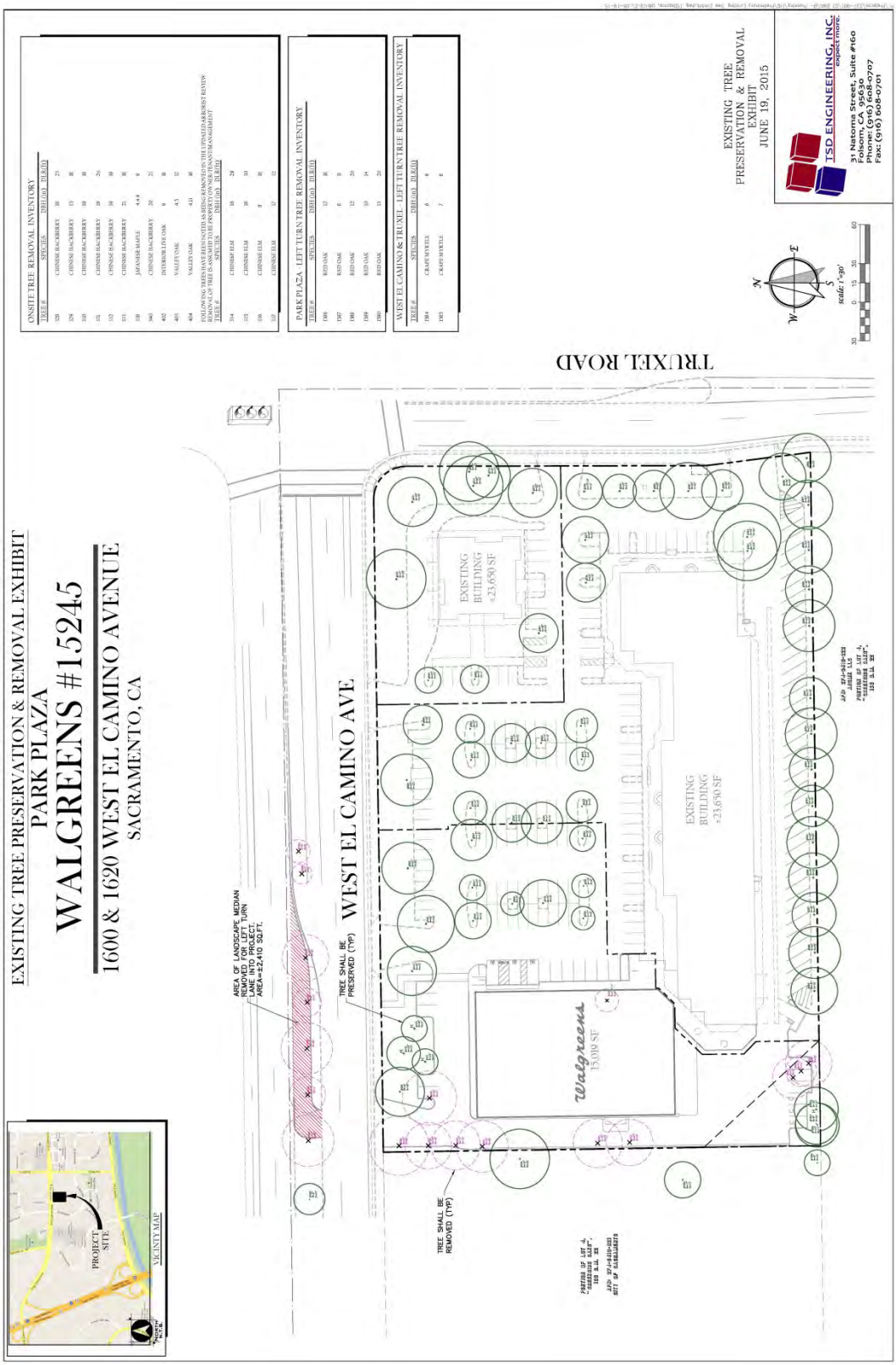
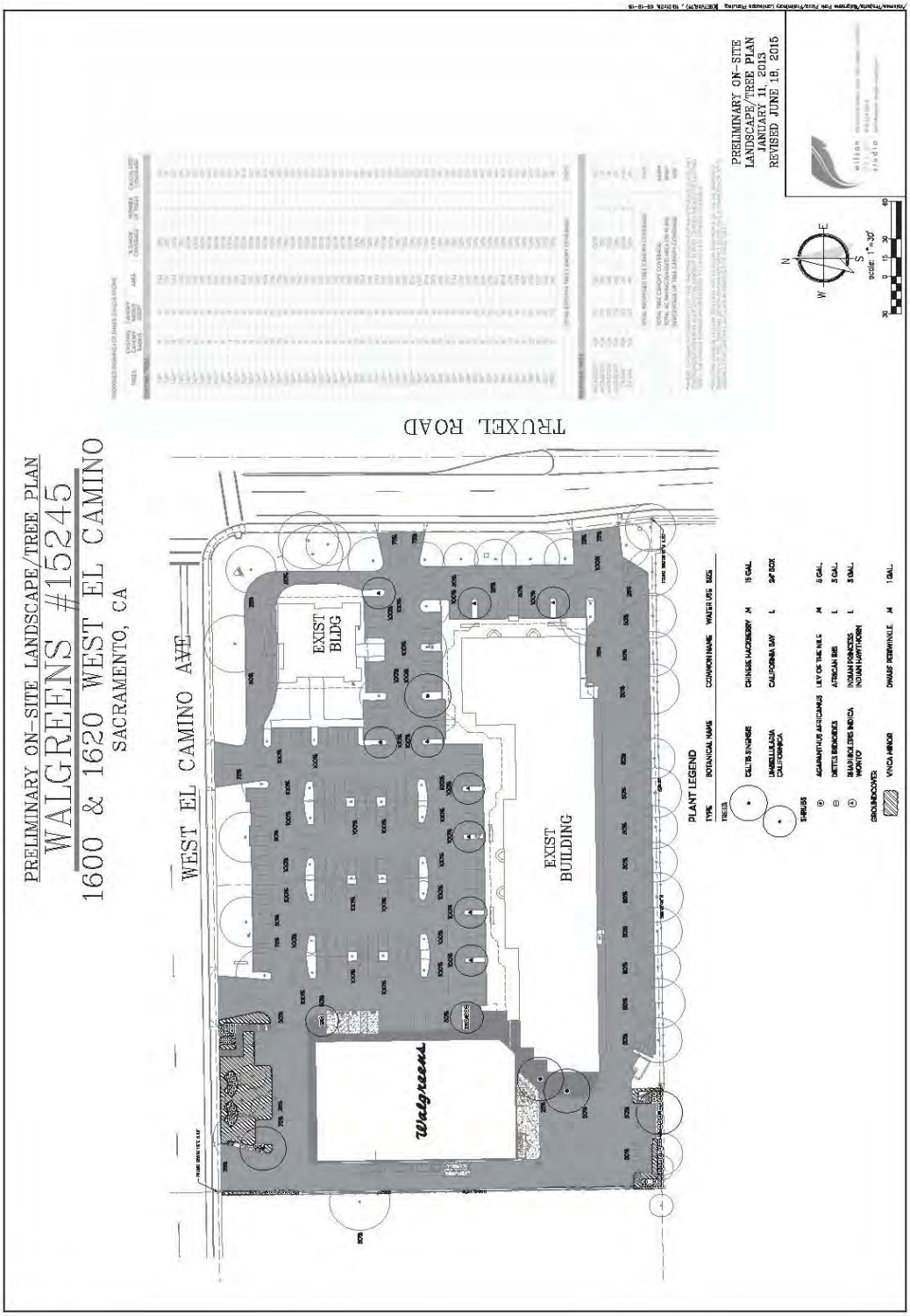
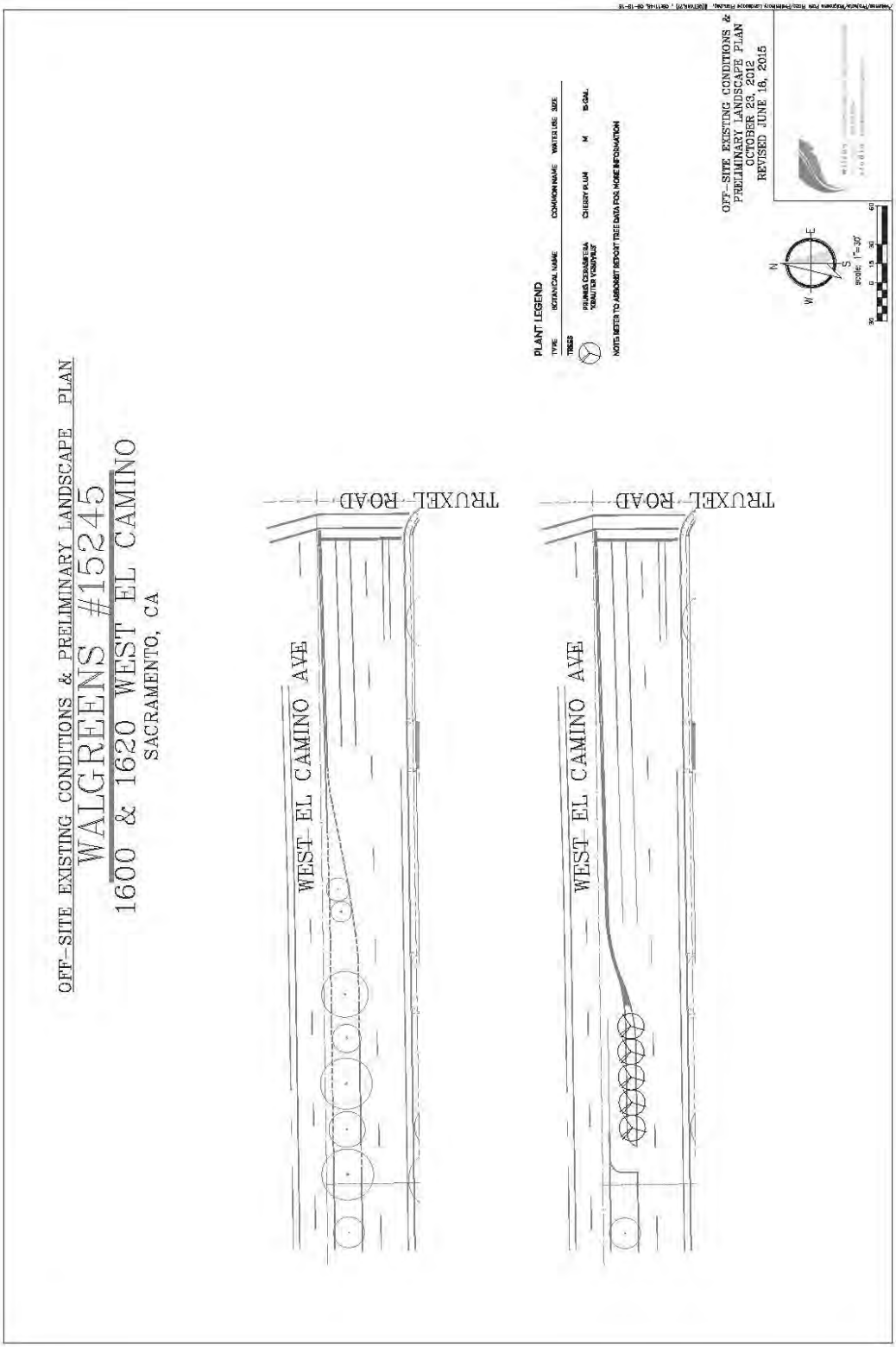


Exhibit F: Proposed On-Site Landscape Plan




OFF-SITE EXISTING CONDITIONS & PRELIMINARY LANDSCAPE PLAN
WALGREENS #15245
1600 & 1620 WEST EL CAMINO
SACRAMENTO, CA
WEST EL CAMINO AVE
TRUXEL ROAD
WEST EL CAMINO AVE
TRUXEL ROAD
PLANT LEGEND
TYPE
BOTANICAL NAME
COMMON NAME
WATER USE
SIZE
TREES
PRUNUS CERASIFERA 'KRAUTER VESUVIUS'
CHERRY PLUM
M
15 GAL.
NOTE: REFER TO ARBORIST REPORT TREE DATA FOR MORE INFORMATION
OFF-SITE EXISTING CONDITIONS & PRELIMINARY LANDSCAPE PLAN
OCTOBER 23, 2012
REVISED JUNE 16, 2015
N
E
S
W
SCALE: 1"=30'

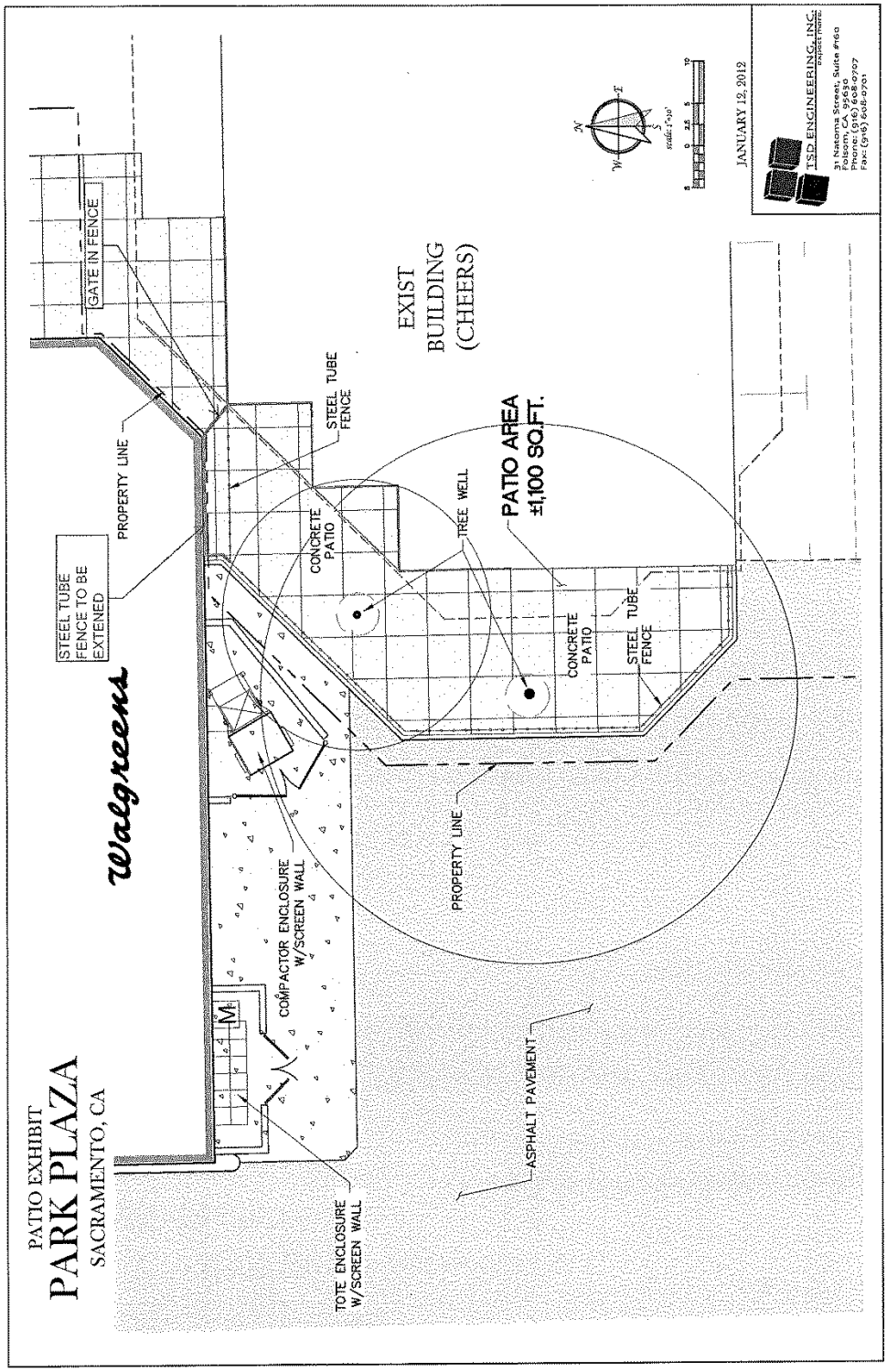
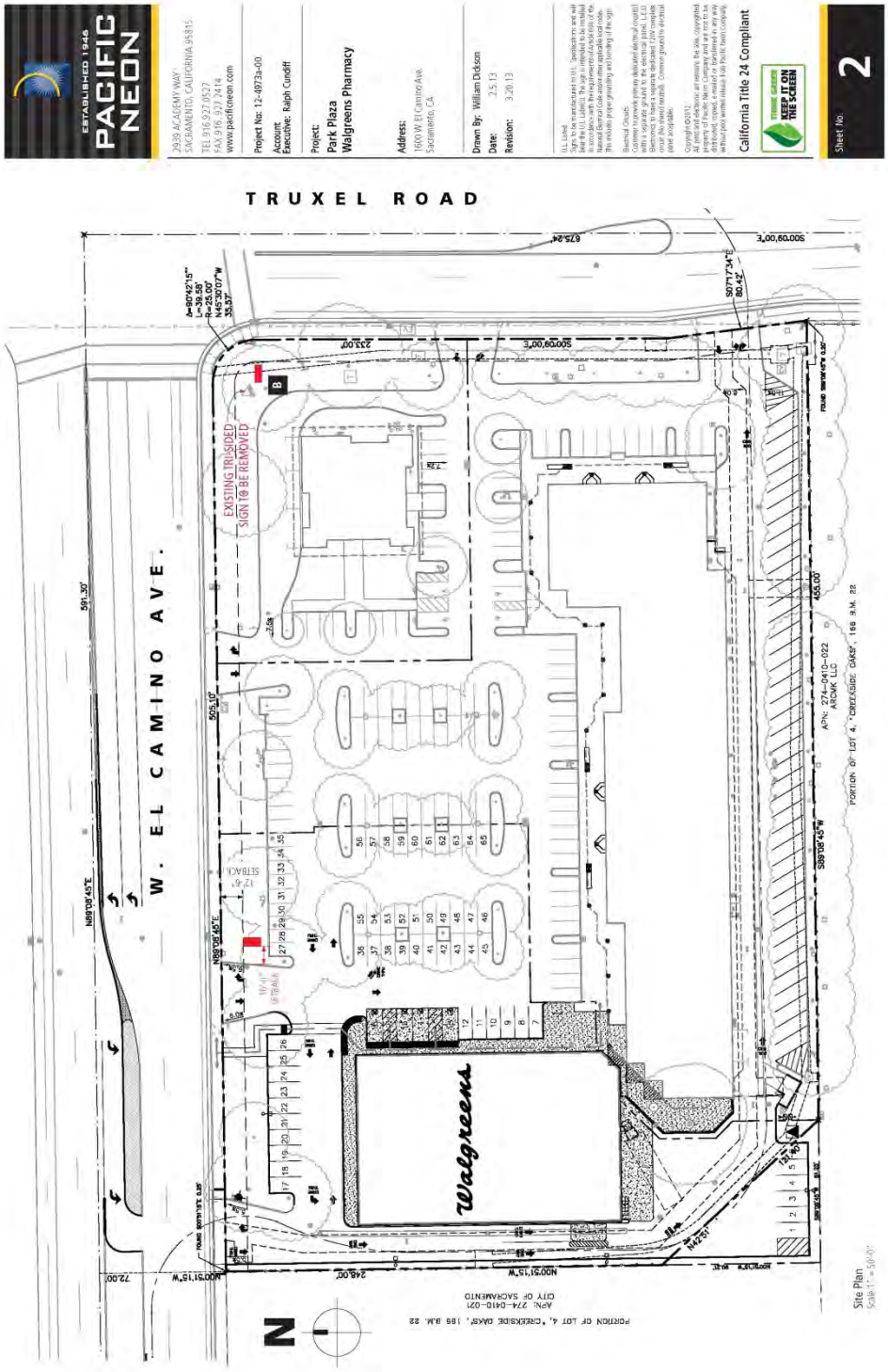

PATIO EXHIBIT
PARK PLAZA
SACRAMENTO, CA
Walgreens
GATE IN FENCE
STEEL TUBE FENCE TO BE EXTENED
PROPERTY LINE
STEEL TUBE FENCE
EXIST BUILDING (CHEERS)
PATIO AREA ±1,100 SQ.FT.
TREE WELL
CONCRETE PATIO
CONCRETE PATIO
STEEL TUBE FENCE
PROPERTY LINE
COMPACTOR ENCLOSURE W/SCREEN WALL
TOTE ENCLOSURE W/SCREEN WALL
ASPHALT PAVEMENT
JANUARY 12, 2012
TSD ENGINEERING, INC.
31 Natoma Street, Suite #160
Folsom, CA 95630
Phone: (916) 608-9707
Fax: (916) 608-9701

Exhibit I: Proposed Signage Locations



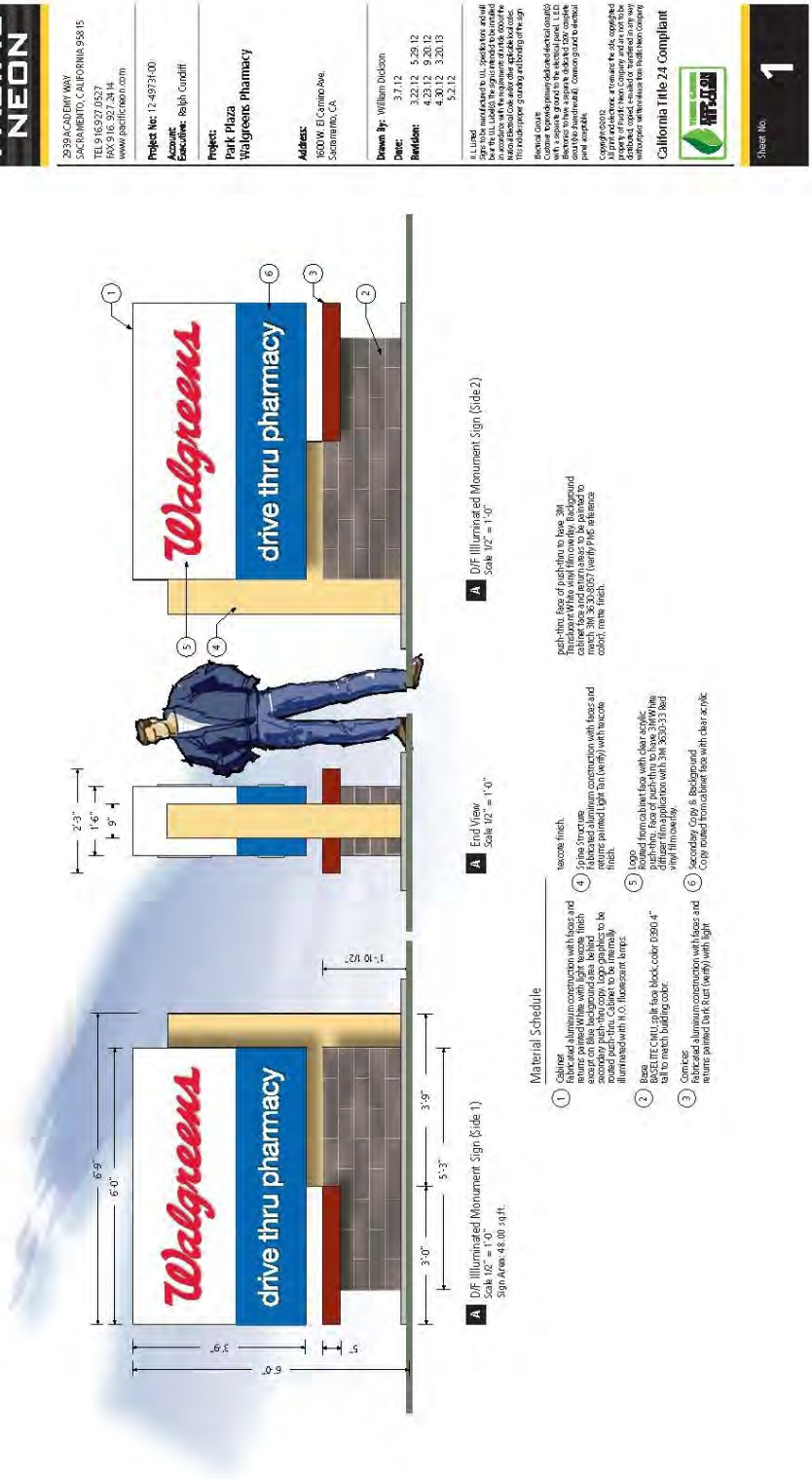

ESTABLISHED 1948
PACIFIC NEON
2939 ACADEMY WAY
SACRAMENTO, CALIFORNIA 95815
TEL 916.927.0527
FAX 916.927.2414
www.pacificneon.com
Project No: 12-4973f-00
Account:
Executive: Ralph Cundiff
Project:
Park Plaza
Walgreens Pharmacy
Address:
1600 W. El Camino Ave.
Sacramento, CA
Drawn By: William Dickson
Date: 3.7.12
Revision: 3.22.12 5.29.12
4.23.12 9.20.12
4.30.12 3.20.13
5.2.12
California Title 24 Compliant
Sheet No. 1
Walgreens
drive thru pharmacy
A D/F Illuminated Monument Sign (Side 1)
Scale 1/2" = 1'-0"
Sign Area 48.00 sq.ft.
A End View
Scale 1/2" = 1'-0"
A D/F Illuminated Monument Sign (Side 2)
Scale 1/2" = 1'-0"
Material Schedule
1 Cabinet
Fabricated aluminum construction with faces and returns painted White with light texcote finish except on Blue background area behind secondary push-thru copy. Logo graphics to be routed push-thru. Cabinet to be internally illuminated with H.O. fluorescent lamps.
2 Base
BASELITE CMU, split face block color D390-4" wall to match building color.
3 Cornices
Fabricated aluminum construction with faces and returns painted Dark Rust (verify) with light texcote finish.
4 Spine Structure
Fabricated aluminum construction with faces and returns painted Light Tan (verify) with texcote finish.
5 Logo
Routed from cabinet face with clear acrylic push-thru. Face of push-thru to have 3M Scotchcal Translucent Film with 3M 3630-3157 Red vinyl film overlay.
6 Secondary Copy & Background
Copy routed from cabinet face with clear acrylic push-thru. Face of push-thru to have 3M Scotchcal Translucent Film with 3M 3630-33 Red color), matte finish.
(verify PMS reference
match 3M 3630-8057 (verify PMS reference
Electrical Circuit
Customer responsibility (minimum dedicated electrical circuit(s) required to operate the sign(s) shall be provided by a Licensed Electrician to the sign per the National Electrical Code and other applicable local codes.
This includes proper grounding and bonding of the sign.
Copyright Notice
All rights are reserved. This drawing is the sole property of Pacific Neon Company and is not to be distributed, copied, or used for any purpose or in any way without prior written release from Pacific Neon Company.

Exhibit K: Proposed Center Identification Sign

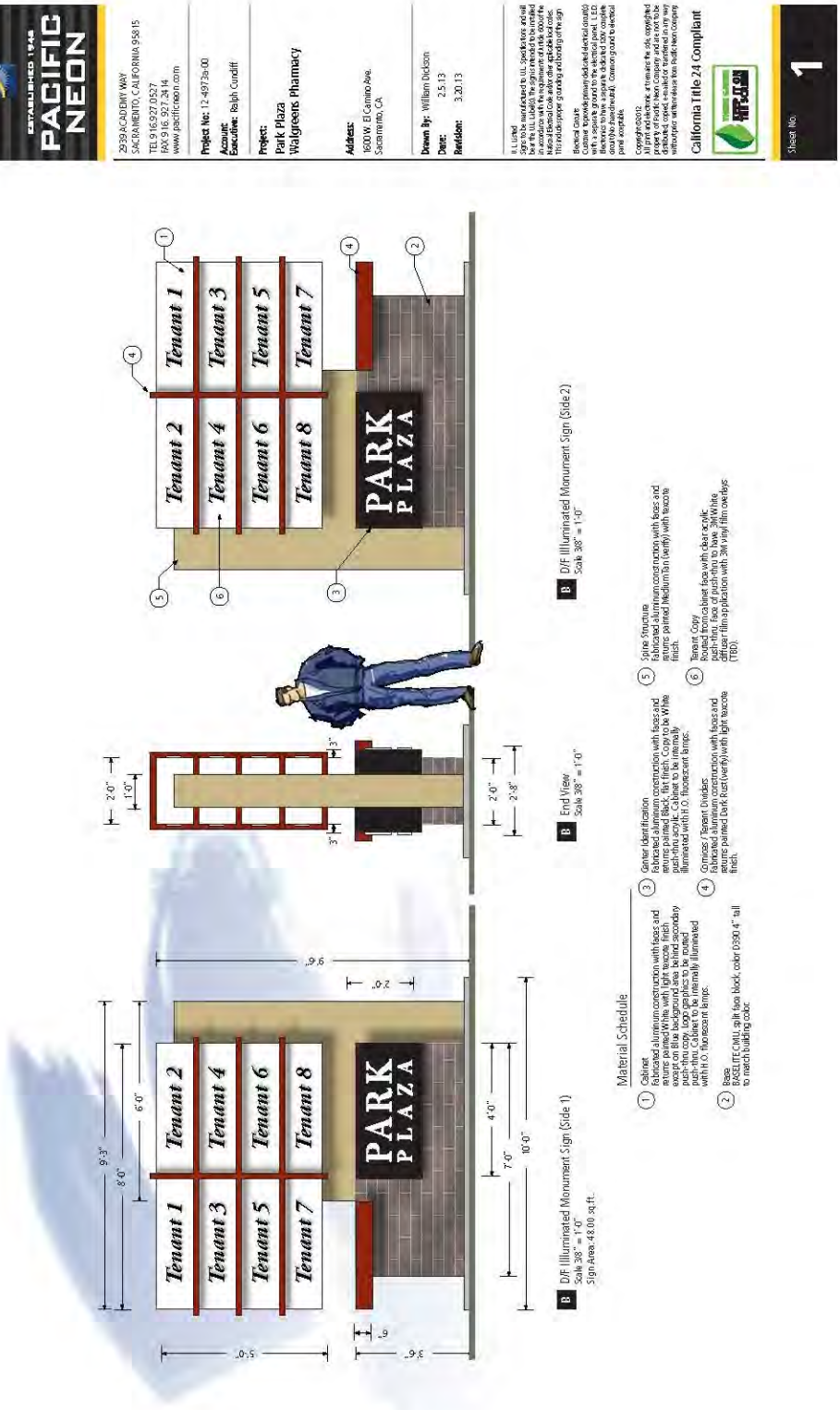


Exhibit L: Proposed Median Addition

FOOTHILL ASSOCIATES
ENVIRONMENTAL CONSULTING • PLANNING • LANDSCAPE ARCHITECTURE

June 18, 2015

Chris Schulze
TSD Engineering, Inc.
31 Natoma Street, Suite 160
Folsom, CA 95630

Dear Mr. Schulze:

The purpose of this letter is to update the previous arborist report, dated October 9, 2012, which documented the trees present on and adjacent to the Walgreens 15245 site. The project site is located in an existing shopping center at the southwest corner of Truxel Road and West El Camino Avenue in the City of Sacramento. It is bordered on the south by a commercial office building and on the west by Park Plaza, a small public park. The City of Sacramento regulates removal of street trees and heritage trees under sections 12.56 and 12.64 of the City Code. Street trees are defined as any tree growing in the public right of way. Heritage trees are defined as any tree with a trunk circumference of 100 inches or more (DBH>31.8") which is in good health or any native oak (*Quercus* sp.), California buckeye (*Aesculus californica*), or California sycamore (*Platanus racemosa*) with a trunk circumference of 36 inches or greater (DBH>11.5"). A permit is required to remove or perform any activity that may affect a street tree or heritage tree.

Per your request, the site was re-evaluated on June 17, 2015. Trees previously identified as Heritage Trees as well as trees with the potential to be considered Heritage Trees (based on previously surveyed trunk size and species) were re-examined to determine their current size and condition. The revised data on the selected trees, consisting of 3 redwoods (*Sequoia sempervirens*), 6 valley oaks (*Quercus lobata*), and 2 interior live oaks (*Quercus wislizeni*), is included in **Table 1**, below. Additionally, any trees removed since the 2012 survey were noted.

Table 1 – Tree Data

Tree #	Species	# of Trunks	DBH (Inches)	DLR (Feet)	Health	Structure	Notes
341	Redwood	1	33	11	Good	Fair	Heritage Tree
342	Redwood	1	33	13	Good	Good	Heritage Tree
343	Redwood	1	32	11	Good	Good	Heritage Tree
402	Interior live oak	1	9	18	Good	Fair-Good	
403	Valley oak	2	4,5	12	Fair-Good	Fair-Good	
404	Valley oak	2	4,11	16	Good	Fair-Good	
1592	Valley oak	1	13	14	Good	Fair-Good	Heritage Tree
1593	Valley oak	1	16	17	Good	Fair-Good	Heritage Tree
1594	Valley oak	1	8	16	Good	Fair-Good	
1595	Valley oak	1	10	17	Good	Fair-Good	
1596	Interior live oak	1	9	10	Good	Fair-Good	

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Overall, the site is in much the same condition as in the 2012 survey. The majority of the trees are in fair to good health. Two of the surveyed trees have increased in size and are now Heritage Trees, bringing the total to five Heritage Trees in the study area. The six other native oak trees previously surveyed were re-inventoried, but are not yet large enough to be considered Heritage Trees. Four Chinese elms (*Ulmus parvifolia*) (Trees 334-337), located in the plaza area between the existing buildings, have been removed.

Please do not hesitate to call me at (916) 435-1202 or email me at meredith@foothill.com if you have any questions about this report.

Sincerely,

Meredith Branstad
Certified Arborist #WE-6727A

FOOTHILL ASSOCIATES
ENVIRONMENTAL CONSULTING • PLANNING • LANDSCAPE ARCHITECTURE

October 9, 2012

Chris Schulze
TSD Engineering, Inc.
31 Natoma Street, Suite 160
Folsom, CA 95630

Dear Mr. Schulze:

The purpose of this letter is to document the trees present on and adjacent to the Walgreens 15245 site. The project site is located in an existing shopping center at the southwest corner of Truxel Road and West El Camino Avenue in the City of Sacramento. It is bordered on the south by a commercial office building and on the west by Park Plaza, a small public park. The City of Sacramento regulates removal of street trees and heritage trees under sections 12.56 and 12.64 of the City Code. Street trees are defined as any tree growing in the public right of way. Heritage trees are defined as any tree with a trunk circumference of 100 inches or more which is in good health or any native oak (*Quercus* sp.), California buckeye (*Aesculus californica*), or California sycamore (*Platanus racemosa*) with a trunk circumference of 36 inches or greater. A permit is required to remove or perform any activity that may affect a street tree or heritage tree.

Methods
The project site was surveyed on September 17, 2012. All existing trees within the survey boundary were examined to determine their species and diameter at breast height (DBH). A diameter tape or calipers were used to verify each trunk diameter at the industry standard of 54 inches above grade. All trees greater than 4" in diameter were numbered with a pre-printed aluminum tag. Trees on the adjacent property to the south and otherwise inaccessible were not tagged. These are identified in **Attachment 1** as "NT". The measurement from the trunk to the end of the longest lateral limb was used as the dripline radius (DLR). The health and structural condition of each tagged tree was rated on a scale of Poor to Good. The health rating considers factors such as the size, color, and density of the foliage; the amount of deadwood within the canopy; bud viability; evidence of wound closure; and the presence or evidence of stress, disease, nutrient deficiency, and insect infestation. The structural rating reflects the trunk and branch configuration; canopy balance; the presence of included bark and other structural defects such as decay; and the potential for structural failure. In cases where conditions fall between the Good, Fair, and Poor ratings, intermediate ratings Fair-Good and Poor-Fair were used.

Results
A total of 97 trees were surveyed: 72 in the existing Park Plaza Shopping Center, 8 on the property to the south, 8 in the median of West El Camino Avenue, and 9 in the Park Plaza. The surveyed trees included 4 Chinese elm (*Ulmus parvifolia*), 34 Chinese hackberry (*Celtis sinensis*), 34 Chinese tallow tree (*Sapium sebiferum*), 4 flowering pear (*Pyrus* sp.), 1 Japanese maple (*Acer palmatum*), and 3 redwood (Sequoia sempervirens), 2 crape myrtle (*Lagerstroemia*

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indica), 5 red oak (*Quercus rubra*), 1 purple-leaf plum (*Prunus cerasifera*), 2 interior live oak (*Quercus wislizeni*), and 6 valley oak (*Quercus lobata*). In addition, there are 8 crape myrtles, all of which are heavily pruned with a DBH of 3 inches, and 13 redwoods with DBH of 1 to 4 inches in the shopping center. There are 12 crape myrtle (2" DBH), one zelkova (*Zelkova serrata*) (1" DBH), and one Chinese elm (5 2" stems) in the east half of Plaza Park. Two of the redwoods, #341 and #342, on the project site are heritage trees. One valley oak, #1593, located near the back of Park Plaza is a heritage tree.

Overall, the surveyed trees are in fair to good health with few major structural defects. Most of the trees have pruning wounds typical of urban trees. A number of Chinese tallow trees along the south end of the parking lot islands have extensive trunk wounds on the south or southwest side, probably due to sunburn. In general they show normal closure of these wounds with even growth of woundwood around the perimeter. Many of the Chinese hackberry are infested with woolly hackberry aphid (*Shivaphis celti*). Woolly hackberry aphids have not been found to cause serious damage to the trees they infest, but are generally unwelcome due to the copious amounts of honeydew they excrete, which is sticky and can promote the growth of molds. An annual soil drench application of systemic imidacloprid in the early spring is generally sufficient for season-long control. The flowering pears in the northeast corner of the shopping center have poor-fair structure due to multiple trunk attachments. Although this is the typical growth pattern for this species, it leads to weak branch connections making them prone to limb failures. Three of these trees are also infested with mistletoe. Three of the Chinese elms located in the southwest corner of the shopping center have outgrown their tree grates, resulting in the grate cutting into the trunk and creating potential to girdle the tree. If these trees are preserved, the grates should be cut or replaced to allow the trunk to grow unimpeded.

None of the surveyed trees are recommended for removal due to poor health or structure, but general maintenance to address the issues discussed above is recommended. Please do not hesitate to call me at (916) 435-1202 or email me at meredith@foothill.com if you have any questions about this report.

Sincerely,

Meredith Branstad
Certified Arborist #WE-6727A

Attachment 1: Tree Survey Data

Attachment 1
Walgreens 15245 Tree Survey Data

Tree #	Species	# of Trunks	DBH (inches)	DLR (feet)	Health	Structure	Health/Structure Notes
Trees Located in Park Plaza Shopping Center							
322	Chinese Tallow Tree	1	20	16	Fair-Good	Fair-Good	Mistletoe
328	Chinese hackberry	1	18	23	Fair-Good	Fair-Good	Trunk wound, Asymmetrical canopy due to street grey trunk, red berry
329	Chinese hackberry	1	15	18	Fair-Good	Fair-Good	Deadwood, crown clean
330	Chinese hackberry	1	19	19	Fair-Good	Fair-Good	Wooly, aphid, wounds on roots
331	Chinese hackberry	1	19	20	Fair-Good	Fair-Good	Wooly, aphid
332	Chinese hackberry	1	19	19	Fair-Good	Fair-Good	Wooly, aphid
333	Chinese hackberry	1	21	18	Fair-Good	Fair-Good	Included bark
334	Chinese Elm	1	16	29	Fair-Good	Fair	Pruning wound, Asymmetrical canopy, tree grate too small
335	Chinese Elm	1	18	30	Fair-Good	Fair	Asymmetrical canopy, tree grate too small
336	Chinese Elm	1	8	16	Fair-Good	Fair-Good	
337	Chinese Elm	1	17	32	Fair	Fair	Tree grate too small, Sparse Canopy, Asymmetrical canopy, Trunk wound
338	Japanese Maple	3	4,4,4	9	Fair	Fair-Good	Water stressed
339	Chinese hackberry	1	15	19	Fair-Good	Fair-Good	Deadwood
340	Chinese hackberry	1	20	21	Fair	Fair-Good	
341	Redwood	1	**33**	10	Good	Fair	Co-dominant at top
342	Redwood	1	**32**	13	Good	Good	
343	Redwood	1	30	10	Good	Good	
344	Chinese Tallow Tree	1	18	19	Good	Fair	
345	Chinese Tallow Tree	1	19	22	Good	Fair-Good	Trunk wound, Deadwood
346	Chinese Tallow Tree	1	13	14	Fair	Fair-Good	Pruning wound, Trunk wound
347	Chinese Tallow Tree	1	13	10	Fair	Fair	Pruning wound, Trunk wound
348	Chinese Tallow Tree	1	14	9	Fair-Good	Fair	Pruning wound, Co-dominant with 3 trunks
349	Chinese Tallow Tree	1	16	18	Good	Fair-Good	Pruning wound
350	Chinese Tallow Tree	1	11	9	Fair-Good	Fair	Basal, Trunk wound, Pruning wound, Sunburn scarring
351	Chinese Tallow Tree	1	10	9	Fair	Fair	Trunk wound, Dieback, Sunburn scarring
352	Chinese Tallow Tree	1	10	13	Fair	Fair	Trunk wound, Pruning wound, Sunburn scarring
353	Chinese Tallow Tree	1	8	12	Fair	Fair	Trunk wound, Pruning wound, Sunburn scarring
354	Chinese Tallow Tree	1	14	16	Fair-Good	Fair-Good	Asymmetrical canopy, Pruning wound
355	Chinese Tallow Tree	1	14	15	Fair-Good	Fair-Good	Pruning wound, Asymmetrical canopy
356	Chinese Tallow Tree	1	14	13	Fair-Good	Fair	Sparse Canopy
357	Chinese Tallow Tree	1	12	16	Fair-Good	Fair	Sparse Canopy
358	Chinese Tallow Tree	1	22	20	Good	Fair-Good	Asymmetrical canopy
359	Chinese Tallow Tree	1	23	20	Good	Fair-Good	Sucker growth
360	Chinese Tallow Tree	1	19	15	Good	Fair-Good	Asymmetrical canopy, Co-dominant
361	Chinese Tallow Tree	1	13	14	Fair-Good	Fair	Asymmetrical canopy, Pruning wound
362	Chinese Tallow Tree	1	12	11	Fair-Good	Fair	Trunk wound, Pruning wound
363	Chinese Tallow Tree	1	17	15	Good	Fair-Good	Pruning wound
364	Chinese Tallow Tree	1	14	12	Fair-Good	Fair-Good	Asymmetrical canopy, Pruning wound
365	Chinese Tallow Tree	1	12	9	Fair-Good	Fair-Good	Pruning wound
366	Chinese Tallow Tree	1	13	13	Fair-Good	Fair	Trunk wound, Pruning wound
367	Chinese Tallow Tree	1	19	15	Good	Fair	Pruning wound
368	Chinese Tallow Tree	1	10	11	Good	Fair-Good	Pruning wound
369	Chinese Tallow Tree	1	10	10	Good	Fair-Good	Pruning wound
370	Flowering Pear	1	21	23	Fair-Good	Fair-Good	Mistletoe, Asymmetrical canopy, large Pruning wound

DBH in **Bold** indicated Heritage Tree

Attachment 1
Walgreens 15245 Tree Survey Data

Tree #	Species	# of Trunks	DBH (inches)	DLR (feet)	Health	Structure	Health/Structure Notes
371	Flowering Pear	1	23	19	Fair-Good	Fair	Multiple trunk attachments, Mistletoe, Deadwood
372	Flowering Pear	1	22	23	Fair-Good	Poor-Fair	Multiple trunk attachments, Included bark, Mistletoe, Asymmetrical canopy
373	Flowering Pear	1	22	23	Fair-Good	Poor-Fair	Limb failure, Multiple trunk attachments, Included bark, Overhead utility line, Pruning wound, heading cuts
374	Flowering Pear	1	21	17	Fair	Poor-Fair	Overhead utility line, Trunk wound, Pruning wound, heading cuts
375	Chinese Tallow Tree	1	20	19	Good	Good	
376	Chinese Tallow Tree	1	15	15	Fair	Fair	Large trunk wound
377	Chinese Tallow Tree	1	16	18	Fair-Good	Fair-Good	
378	Chinese Tallow Tree	2	10,12	14	Good	Fair-Good	
379	Chinese Tallow Tree	1	18	13	Fair-Good	Fair-Good	
380	Chinese Tallow Tree	1	22	16	Fair-Good	Fair-Good	Trunk wound, Limb failure
381	Chinese Tallow Tree	1	20	22	Good	Fair-Good	Pruning wound
383	Chinese hackberry	1	16	26	Fair-Good	Fair	Wooly, aphid, Pruning wound
384	Chinese hackberry	1	17	23	Fair-Good	Fair	Wooly, aphid
385	Chinese hackberry	1	19	19	Fair-Good	Fair	Overhead utility line, wooly aphid
386	Chinese hackberry	1	16	18	Fair-Good	Fair-Good	Wooly aphid
387	Chinese hackberry	1	20	19	Fair-Good	Fair-Good	Wooly aphid
388	Chinese hackberry	1	24	18	Fair-Good	Fair-Good	Deadwood, Pruning wound, wooly aphid
389	Chinese hackberry	1	18	18	Fair-Good	Fair-Good	Pruning wound, wooly aphid
390	Chinese hackberry	1	23	20	Fair	Fair	Pruning wound, Sparse Canopy, wooly aphid
391	Chinese hackberry	1	17	16	Fair-Good	Fair-Good	Sparse Canopy, Pruning wound, wooly aphid
392	Chinese hackberry	1	21	20	Fair-Good	Fair-Good	
393	Chinese hackberry	1	18	17	Fair-Good	Fair	Trunk wound
394	Chinese hackberry	1	16	16	Fair-Good	Fair-Good	
395	Chinese hackberry	1	19	20	Fair-Good	Fair-Good	Deadwood
396	Chinese hackberry	1	18	19	Fair-Good	Fair-Good	Deadwood
397	Chinese hackberry	1	18	17	Good	Fair	Multiple trunk attachments
398	Chinese hackberry	1	18	20	Fair-Good	Fair-Good	Deadwood, LW, Pruning wound
399	Chinese hackberry	1	18	18	Fair-Good	Fair-Good	

DBH in **Bold** indicated Heritage Tree

Attachment 1
Walgreens 15245 Tree Survey Data

Tree #	Species	# of Trunks	DBH (inches)	DLR (feet)	Health	Structure	Health/Structure Notes
Trees Located on Property South of Park Plaza Shopping Center							
401 NT	Chinese hackberry	1	16	17	Fair-Good	Fair	Multiple trunk attachments, Included bark
405 NT	Chinese hackberry	1	8	9	Fair-Good	Fair-Good	Asymmetrical canopy, Suppressed growing environment
406 NT	Chinese hackberry	1	9	14	Fair-Good	Fair-Good	Asymmetrical canopy, Suppressed growing environment
407 NT	Chinese hackberry	1	10	13	Fair-Good	Fair-Good	Asymmetrical canopy, Suppressed growing environment
408 NT	Chinese hackberry	1	10	15	Fair-Good	Fair-Good	Asymmetrical canopy, Suppressed growing environment
409 NT	Chinese hackberry	1	8	10	Fair	Fair	Sparse Canopy, Asymmetrical canopy, Suppressed growing environment
410 NT	Chinese hackberry	1	10	16	Fair-Good	Fair-Good	Asymmetrical canopy, Suppressed growing environment
411 NT	Chinese hackberry	1	6	10	Fair	Fair	Sparse Canopy, Asymmetrical canopy, Suppressed growing environment
Trees Located in Median of West El Camino Boulevard							
1584	Crape Myrtle	1	6	9	Good	Good	
1585	Crape Myrtle	1	7	8	Good	Good	
1586	Red Oak	1	12	18	Fair-Good	Fair-Good	Pruning wound, aphids/honeydew
1587	Red Oak	1	8	11	Fair-Good	Fair	Aphids, Pruning wound
1588	Red Oak	1	12	20	Fair-Good	Fair-Good	Aphids, Pruning wound
1589	Red Oak	1	10	14	Fair-Good	Fair-Good	
1590	Red Oak	1	13	20	Fair-Good	Fair-Good	
1591	Purple Leaf Plum	6	3,3,3,3,4, 5	12	Fair-Good	Fair	
Trees Located in Park Plaza							
400	Chinese hackberry	1	19	23	Fair-Good	Fair-Good	
402 NT	Interior Live Oak	1	7	10	Good	Fair-Good	
403 NT	Valley Oak	2	3,4	8	Fair-Good	Fair-Good	
404 NT	Valley Oak	2	3,8	11	Good	Fair-Good	
1592	Valley Oak	1	10	10	Good	Fair-Good	
1593	Valley Oak	1	**15**	17	Good	Fair-Good	
1594	Valley Oak	1	6	10	Good	Fair-Good	
1595	Valley Oak	1	7	12	Good	Fair-Good	
1596 NT	Interior Live Oak	1	6	9	Good	Fair-Good	

DBH in **Bold** indicated Heritage Tree

ESTEP
Environmental Consulting

Tim Taylor
Potter-Taylor & Company
3600 American River Drive, Suite 200
Sacramento, CA 95864

May 26, 2015

Dear Mr. Taylor,

At your request, I conducted an assessment of nesting Swainson's hawks at the Park Plaza Walgreens project site at the corner of West El Camino Avenue and Truxel Road in Sacramento. The project site is within a high density residential and commercial urban landscape. The project will remove existing commercial buildings and replace them with a new commercial building (Walgreens). The project site currently includes ornamental trees around its perimeter, including three large redwood trees along West El Camino Avenue on the northern edge of the project site. All of the trees on the project site were planted as part of the landscaping of the existing commercial development. Project plans include the removal of the three ornamental redwood trees.

Responding to the City of Sacramento staff report for the project, the Friends of the Swainson's Hawk requested that the City address impacts to the Swainson's hawk due to the presence and potential removal of the three large ornamental redwood trees. The comments described the potential use of these trees by nesting Swainson's hawks. This brief report addresses potential impacts of the project on the Swainson's hawk and responds to the Friends of the Swainson's Hawk comments.

The Swainson's hawk is a state-threatened species that occurs throughout much of the Central Valley. The species nests in native and non-native trees and forages in agricultural and grassland landscapes. The species occasionally nests within urban areas where there are trees sufficiently large to shield the nest from ground disturbances and that are within easy flight distance to open foraging habitat. Urban nests are often in large ornamental trees, including redwood trees. The project site generally meets these conditions.

I conducted a site visit on May 26, 2015. I inspected the three ornamental redwood trees as well as other trees on and surrounding the project site. No Swainson's hawk nests were found in the three redwood trees or elsewhere on or surrounding the project site. No Swainson's hawks were observed in the immediate area and no nests have been previously reported from the project site location. The nearest reported nest site is along

3202 Spinning Rod Way, Sacramento CA 95833
916-921-2515 Office – 916-607-8695 Cell
jim.estep@comcast.net

the American River Parkway southeast of the project site. The project, including the removal of the ornamental redwood trees, would therefore not result in direct impacts to nesting Swainson's hawks.

The three ornamental redwood trees are generally suitable for nesting Swainson's hawks. They are sufficiently tall (approximately 60 feet) and have branching structure that could possibly support a nest. However, there are abundant other suitable trees in the immediate vicinity and throughout this urban landscape, including many other tall redwood trees. Because of the abundance of similar trees in the immediate and surrounding area, removing the three ornamental trees on the project site would not significantly reduce the availability of potential urban nest trees or affect the potential nesting of Swainson's hawks in this urban area. The project would therefore not result in indirect habitat-related impacts to Swainson's hawks.

In summary:

- No Swainson's hawks were observed within or in the vicinity of the project site.
- The three ornamental redwood trees do not support nesting Swainson's hawks.
- There are no records of nesting Swainson's hawks within or in the immediate vicinity of the project site. The nearest reported nest is to the southeast along the American River Parkway.
- There are numerous other large ornamental trees in the immediate vicinity of the project site and throughout this urban landscape. Removing the three ornamental redwood trees would not significantly reduce the availability of potential urban nest sites for the Swainson's hawk in the area.
- The project would therefore not result in direct or indirect impacts to Swainson's hawk. In the context of the California Environmental Quality Act (CEQA), this would not represent a significant impact on the Swainson's hawk. No further analysis or mitigation should be necessary.

I hope this is useful. Please feel free to contact me if further information in required.

Sincerely,.

Jim Estep

3202 Spinning Rod Way, Sacramento CA 95833
916-921-2515 Office – 916-607-8695 Cell
jim.estep@comcast.net

SACRAMENTO
Department of Public Works

Maintenance Services Division
Urban Forestry Section

5730 24th Street
Building 12A
Sacramento, CA 95822-3699
PH 916-264-5011

MEMORANDUM

TO: **David Hung**

FROM: **Kevin A. Hocker**

SUBJECT: **Park Plaza Walgreens-Urban Forestry Comments**

DATE: **6-25-15**

Urban Forestry has the following comments and conditions for this project.

- Removal and replacement of City street trees requires the applicant to follow City Code 12.56.090
- City Street Trees to be removed for construction purposes shall be replaced with 24-inch box size trees (as required under City Code Section 12.56.090 based on the sizes of the City Street Trees to be removed).
- Replacement trees for City Street Trees shall be replanted in a location that is consistent with the needs of the tree species, in coordination with the Urban Forestry Division, consistent with the following conditions:
    - Replacement shall be accommodated within the public right-of-way in the form of a median (note: Any work within the public right-of-way will require an encroachment permit from the Department of Public Works). If the Urban Forestry Division determines that a median is not feasible, replacement trees may be planted at another off-site location at the City's direction.
    - Replacement trees for the existing Crape Myrtle trees must be of a species that has an expected mature canopy of at least 20 feet in diameter. Replacement trees for the existing Red Oaks must be of a species that has an expected mature canopy of at least 30 feet in diameter.
    - Replacement trees must be placed in an irrigated environment.
    - Replacement trees must be placed in an environment with a friable soil medium with a depth of at least 2.5 feet. The soil medium must be suitable for growing living plants and free of aggregate road base or other construction debris that would restrict growth.
    - Replacement tree may not be placed underneath or within the expected mature canopy of any other tree.
    - Replacement trees for the existing Crape Myrtle trees must be provided with a minimum of 120 square feet of unpaved planting area per tree or 240 square feet total for the 2 trees. Planting area for these trees shall not be required to exceed

Maintenance Services Division
Urban Forestry Section

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Building 12A
Sacramento, CA 95822-3699
PH 916-264-5011

760 square feet total for the 2 trees. The planting area for these trees shall measure no less than 6 feet at its narrowest dimension.

- Replacement trees for the existing Red Oaks must be provided with a minimum of 300 square feet of unpaved planting area per tree or 1,500 square feet total for the 5 trees. Planting area for these trees shall not be required to exceed 3,000 square feet total for these trees. The planting area for these trees shall measure no less than 10 feet at its narrowest dimension.
- Replacement of any City Street trees must occur within 60 days of the removals, and prior to the Certificate of Occupancy for the Walgreens building. All site plans/landscape plans for replacement of City Street Trees shall be reviewed and approved by the City's Urban Forester and Department of Public Works The City's Urban Forester may extend this time period at his discretion if good cause or extenuating circumstances are demonstrated.

- The updated arborist report for the project created by Foothill Associates, dated June 18th 2015, now identifies a total of 5 heritage trees associated with the site. There are 3 Coast Redwoods identified as #341, #342 and #343. There are 2 Valley Oaks identified as #1592 and #1593. These trees are not proposed for removal as part of the Walgreens project.

SACRAMENTO
Department of Public Works

Maintenance Services Division
Urban Forestry Section

5730 24th Street
Building 12A
Sacramento, CA 95822-3699
PH 916-264-5011

MEMORANDUM

TO: **David Hung**

FROM: **Kevin A. Hocker**

SUBJECT: **Park Plaza Walgreens-Urban Forestry Comments**

DATE: **6-12-15**

Urban Forestry has the following comments and conditions for this project.

- Comments made by Urban Forestry arborists prior to this date may contain outdated, inaccurate, or incomplete information. Please disregard any comments prior to this date if they are in conflict with any comments in this memo.
- The design of the project with regards to landscape design and tree removals has been revised several times and may undergo further revisions.
- This project is subject to SCC 1717.612.040 which requires that the parking lot be designed and maintained in such a way as to provide 50% shade over all parking stalls and paved drivable surfaces within 15 years.
- Square footage of shade will be calculated according to the City of Sacramento Parking Tree Shading Design and Maintenance Guidelines. Reasonable deviations from the guidelines will be considered on a case by case basis if the applicant can adequately demonstrate how the calculations in the shade calculation exhibit were made.
- Urban Forestry will not give shade credit for existing Crape Myrtle trees that have been excessively pruned n such a way as to remove their ability to provide shade. New Crape Myrtle trees or any other approved shade tree replanted in those spaces will be given the appropriate amount of shade credit.
- The applicant has proposed a plan to meet the shade requirement primarily by replacing small diameter trees, and trees that are less than ideal for this climate and specific site, with larger trees and trees that are better adapted to the environmental conditions of the region and the specific site. This proposed plan represents an improvement over the existing conditions with regards to the trees being replaced.
- Opportunities exist on this site to further improve the shade coverage of the overall site by making use of existing abandoned or paved over planting sites, planting in existing underutilized permeable areas and by expanding existing planting sites so they could support larger trees.
- A key element of the project is an accessory drive through pharmacy with two lanes to facilitate circulation on the site. The currently proposed plan calls for the removal of 6 mature Hackberry trees along the western border of the property to accommodate this feature. These Hackberry trees are located in 2 linear planters each measuring

Maintenance Services Division
Urban Forestry Section

5730 24th Street
Building 12A
Sacramento, CA 95822-3699
PH 916-264-5011

approximately 82 feet long and 105 feet long and 10 feet wide each. This represents approximately 187 linear feet and 1,870 square feet of plantable space.

- The removal of these trees and their associated planters will likely result in the need to remove a 7th mature Hackberry tree on the other side of the fence.
- Urban Forestry recommends and encourages the applicant to preserve and retain the Hackberry trees on the western border of the property if it is at all feasible.
- A key element of the project is a left turn lane on East El Camino Blvd. leading to the project site. This will likely necessitate the removal of at least 7 existing mature trees in the median to accommodate this feature. The 5 Red Oak Trees and 2 Crape Myrtle trees are located in the median that measures 20 feet wide and span 240 linear feet along the median with a notable gap of 35 feet between the group of Red Oaks and Crape Myrtles. This represents approximately 240 linear feet and 4,800 square feet of plantable space. Excluding the underutilized gap, the existing trees are making use of 204 linear feet and 4,100 square feet of plantable space within this median.

- City Street trees located in the median are protected by SCC12.56. Removal requires a permit from Urban Forestry. The applicant should be aware that permits for the removal of city street trees are subject to public review and appeal. The applicant will be required to replace any city street trees that are removed with new trees that are at least a 24 inch box size at the time of planting and of a species that is comparable in mature size and structure with the existing trees. The replacement trees should be planted in a location where their long-term survival can be reasonably assured.

- There are no options for replacing street trees in the immediate area of the project site. Urban Forestry will consider all reasonable proposals regarding replacement trees that meet the intent and purpose of SCC12.56.

- It had been previously stated by an Urban Forestry arborist that city street trees are typically valued at $325 per diameter inch and therefore the removal of an aggregate trunk diameter of 66.7 inches represents a value of $21,667. This represents one way of placing a value on the trees that are being removed, and does not place a value on the loss of the land that the trees were growing on. It needs to be noted that under our current ordinance we so not have a system in place to accept money in lieu of replacement trees.

- The arborist report prepared by Foothill Associates dated October 9, 2012 identifies two Coast Redwood trees (#341 and #342) as meeting the size criterion to be considered heritage trees. The report also identifies a Valley Oak (#1593) as meeting the size criterion to be considered a heritage tree. My cursory visual inspections of these trees have not identified any reason to believe that these trees are not heritage trees. Until and unless further information is presented from the applicant's arborist or my own subsequent inspections, these trees will be considered heritage trees and treated as such.

Maintenance Services Division
Urban Forestry Section

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PH 916-264-5011

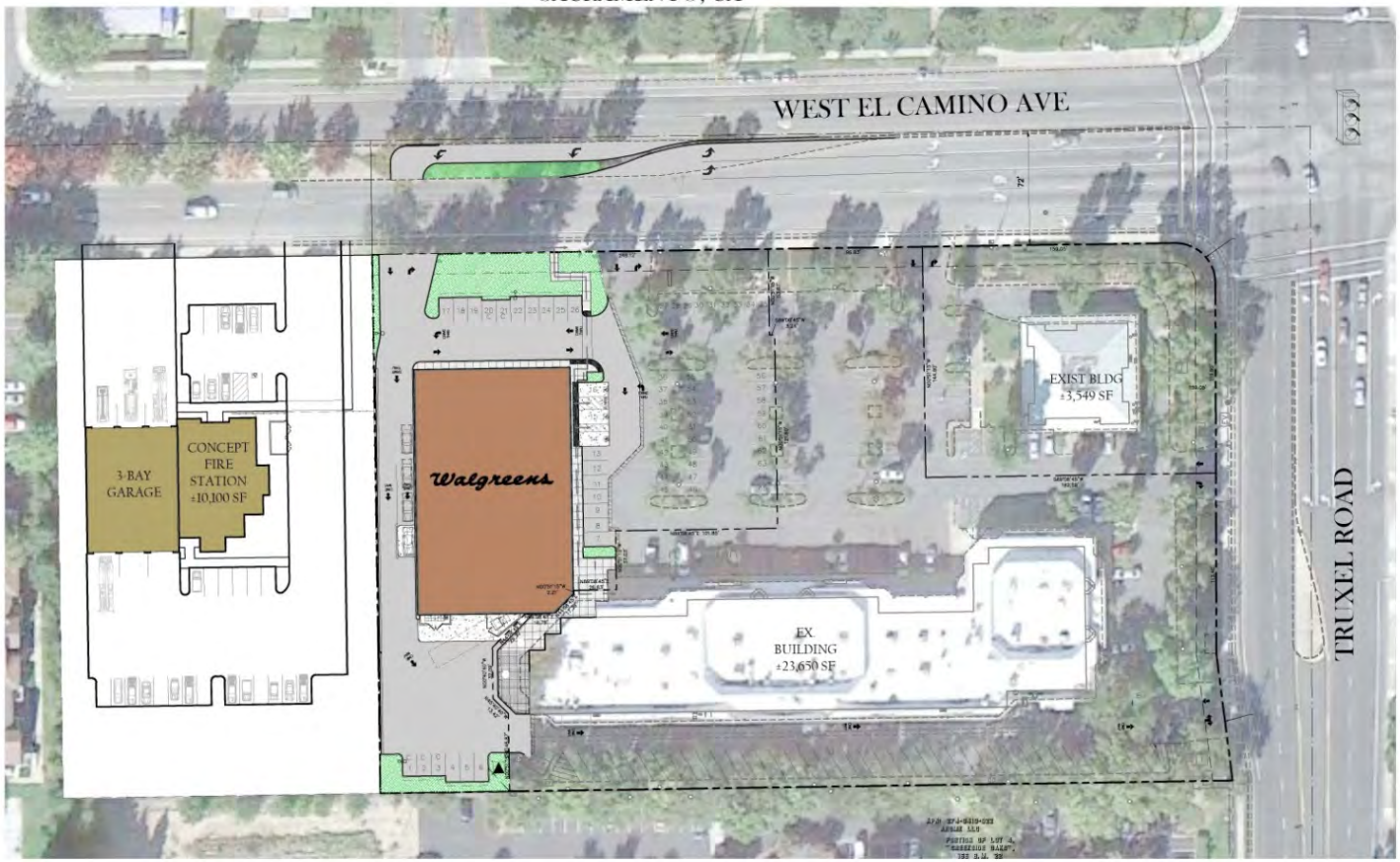
- Heritage trees are protedted by SCC 12.64. Removal requires a permit from Urban Forestry. The applicant should be aware that permits for the removal of city street trees are subject to public review and appeal. It should be noted that the process to obtain a permit to remove a heritage tree differs significantly from the process to obtain a permit to remove a city street tree.
- Urban Forestry recommends and encourages the applicant to preserve and retain heritage trees on site wherever it is feasible to do so.
-

PRELIMINARY SITE PLAN - FIRE STATION CONCEPT

WALGREENS #15245

1600 & 1620 WEST EL CAMINO

SACRAMENTO, CA



SITE LEGEND

- ASPHALT CONCRETE ON AGGREGATE BASE
- PROPOSED LANDSCAPE AREA
- HARDSCAPE AREA
- CONCRETE PAVING AREA

N W E S

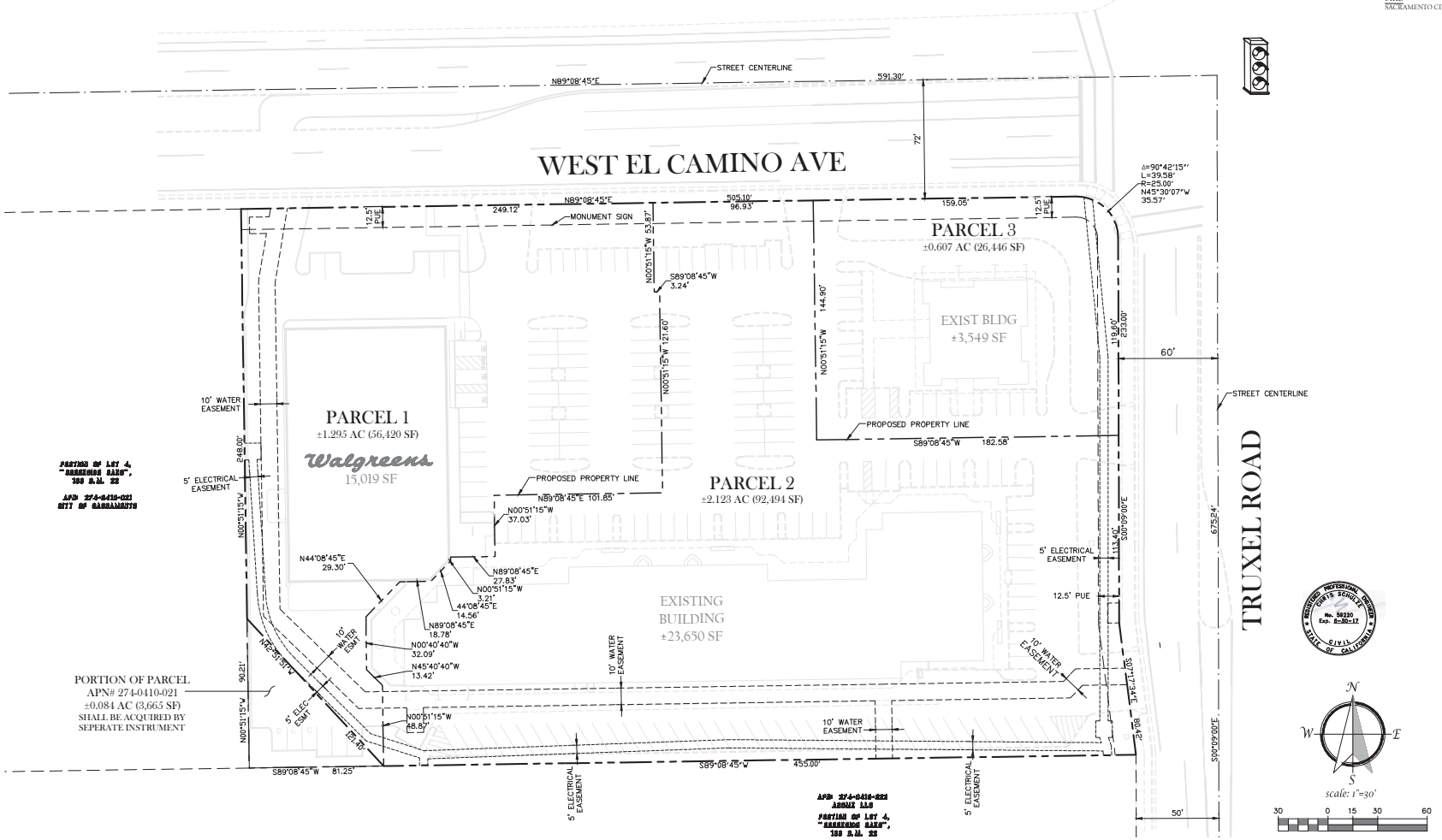
scale: 1"=30'

30 0 15 30 60

SITE PLAN – FIRE STATION ALT
FEBRUARY 12, 2015

TSD ENGINEERING, INC.
expect more.
31 Natoma Street, Suite #160
Folsom, CA 95630
Phone: (916) 608-0707
Fax: (916) 608-0701

TENTATIVE PARCEL MAP
LOT 5 - BOOK 166 OF SUBDIVISION MAPS PAGES 22
WALGREENS #15245
1600 & 1620 WEST EL CAMINO AVENUE
SACRAMENTO, CA



UTILITY PROVIDERS

PARK DISTRICT
CITY OF SACRAMENTO

SCHOOL DISTRICT
NATOMAS UNIFIED SCHOOL DISTRICT

WATER
CITY OF SACRAMENTO UTILITES

SANITARY SEWER
SACRAMENTO AREA SEWER DISTRICT

STORM DRAIN
CITY OF SACRAMENTO UTILITES

GAS
PG&E

ELECTRIC
SMUD

TELEPHONE
AT&T

CABLE
COMCAST

FIRE
SACRAMENTO CITY FIRE DISTRICT

PROJECT INFORMATION

PROJECT ADDRESS
1600 & 1620 WEST EL CAMINO AVE.
SACRAMENTO, CA

PROJECT APN
274-0410-005

OWNER
THE ALI A & YOUNG A E MOHAMMAD FAMILY TRUST
5268 MARIONE DRIVE
CARMICHAEL, CA 95608

DEVELOPER/APPLICANT
TAYLOR PROPERTIES
1792 TRIBUTE ROAD, SUITE #270
SACRAMENTO, CA 95815
ATTN: TIM TAYLOR

ENGINEER/SURVEYOR
TSD ENGINEERING, INC
31 NATOMA STREET, SUITE 160
FOLSOM, CA 95630
ATTN: CHRIS SCHULZE
LIC. NO. 59220

EXISTING NUMBER OF LOTS
(1) ONE

PROPOSED NUMBER OF LOTS
(3) THREE

EXISTING USE
SHOPPING CENTERS

PROPOSED USE
SHOPPING CENTERS

EXISTING ZONING
SC-PUD
CREEKSIDE OAKS PLANNED UNIT DEVELOPMENT

PROPOSED ZONING
SC-PUD
CREEKSIDE OAKS PLANNED UNIT DEVELOPMENT

BASIS OF ELEVATION

THE BASIS OF BEARINGS FOR THIS SURVEY IS IDENTICAL WITH THAT OF THE PLAT OF "CREEKSIDE OAKS", FILED IN BOOK 166 OF MAPS, AT PAGE 22, SACRAMENTO COUNTY RECORDS, BASED UPON FOUND MONUMENTS SHOWN HEREON.

BASIS OF BEARING

THE ELEVATIONS SHOWN HEREON ARE BASED UPON THE CITY OF SACRAMENTO DATUM (NGVD29) UTILIZING BENCHMARK NO. 277-C68, BEING A HILTI NAIL IN A LIGHT BASE AT THE SOUTHEAST CORNER OF TRUXEL ROAD AND WATERWHEEL DRIVE, HAVING AN ELEVATION OF 14.767'.

FLOOD ZONE

AE (SPECIAL FLOOD HAZARD AREA SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD) PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, MAP NO. 06026601 80G, DATED DECEMBER 8, 2008.

NOTES

1. A DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND GRANT OF EASEMENTS GRANTING RECIPROCAL EASEMENTS FOR ACCESS, PARKING, DRAINAGE, SEWER, WATER AND UTILITIES WILL BE RECORDED.
2. TOPOGRAPHY COMPILED FROM FIELD SURVEY DATA ACQUIRED ON FEBRUARY, 2011.
3. EXACT PARCEL CONFIGURATION MAY VARY SLIGHTLY AT FINAL PARCEL MAP TO ACCOMMODATE REQUIRED BUILDING SETBACKS AND REFINEMENTS REQUIRED AS PART OF BUILDING DEVELOPMENT.

PARCEL SUMMARY

PARCEL 1
56,420 SF / 1.295 AC
57 PARKING STALLS

PARCEL 2
92,494 SF / 2.123 AC
115 PARKING STALLS

PARCEL 3
26,446 SF / 0.608 AC
17 PARKING STALLS

TENTATIVE PARCEL MAP
MAY 7, 2012
REVISED JUNE 23, 2015

TSD ENGINEERING, INC.
expect more.
31 Natoma Street, Suite #160
Folsom, CA 95630
Phone: (916) 608-0707
Fax: (916) 608-0701

INITIAL SUBMITTAL - CITY OF AMERICAN CANYON - 03/01/12 - NOT FOR CONSTRUCTION

P:\Projects\237-001\02 DWG\B- Planning\Vis\Tentative Parcel Map.dwg, TSDplotter, 06-46-25, 06-23-15

VICINTY MAP

PRELIMINARY SITE PLAN - PARK PLAZA

WALGREENS #15245

1600 & 1620 WEST EL CAMINO

SACRAMENTO, CA

SITE LEGEND

- ASPHALT CONCRETE ON AGGREGATE BASE
- PROPOSED LANDSCAPE AREA
- HARDSCAPE AREA
- CONCRETE PAVING AREA

WALGREENS #15245
PRELIMINARY DEVELOPMENT SUMMARY

APN:	PORTION OF 274-0410-005	
TOTAL SITE AREA (EX.):	4.024 AC (172,281 SF)	
TOTAL SITE AREA (PROPOSED):	4.108 AC (178,945 SF)	
PARCEL 1 WALGREENS	±1.380 ACRES (60,107 SF)	
PARCEL 2	±2.121 ACRES (92,392 SF)	
PARCEL 3	±0.607 ACRES (26,446 SF)	

EX. PARCEL (including Portion of PARCEL apn 274-0410-021)

LANDSCAPE AREA:	0.776 ACRES	(33,782 SF)	18.9%
IMPERVIOUS SURFACE (ROADWAY):	1.824 ACRES	(79,462 SF)	44.4%
IMPERVIOUS SURFACE (HARDSCAPE):	0.611 ACRES	(26,607 SF)	14.9%
IMPERVIOUS SURFACE (BUILDINGS):	0.897 ACRES	(39,094 SF)	21.8%
TOTAL AREA :	4.108 ACRES	(178,945 SF)	100%

PROPOSED (PARCEL 1, 2, 3, & including Portion of PARCEL apn 274-0410-021)

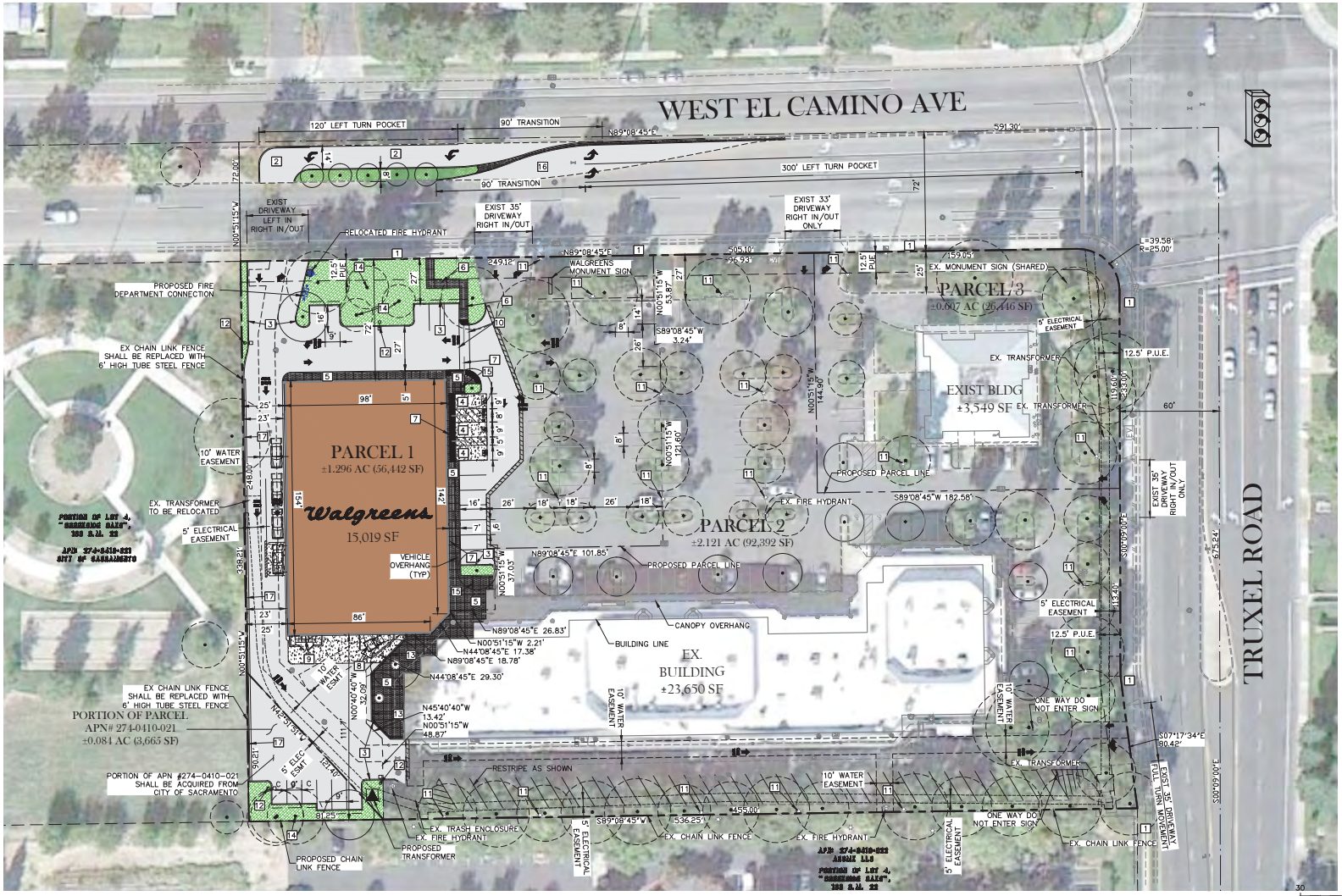
LANDSCAPE AREA:	0.894 ACRES	(38,948 SF)	21.8%
IMPERVIOUS SURFACE (PARKING LOT):	1.748 ACRES	(76,135 SF)	42.6%
IMPERVIOUS SURFACE (HARDSCAPE):	0.496 ACRES	(21,613 SF)	12.1%
IMPERVIOUS SURFACE (BUILDINGS):	0.970 ACRES	(42,249 SF)	23.5%
TOTAL AREA :	4.108 ACRES	(178,945 SF)	100%

PARKING SUMMARY

USE	Proposed	Code (South Natomas - Suburban)
Walgreens (15,019 sq.ft.)	57	58
Parcel 2 Bldg (23,650 sq.ft.)		
10% Restaurant (2,365 sq.ft.)	6	6
Restaurant (6,635 sq.ft.)	53	53
Retail (14,650 sq.ft.)	56	37
Parcel 3 Bldg (3,549 sq.ft.)	17	9
TOTAL	189	143

INDIVIDUAL PARCEL SUMMARY

PARCEL 1a & 1b WALGREENS	
ACCESSIBLE STALLS	3
18X9 STALLS	17
18X8 STALLS	30
14X8 STALLS	7
	57
PARCEL 2	
ACCESSIBLE STALLS	2
STALLS	113
	115
PARCEL 3	
ACCESSIBLE STALLS	2
STALLS	15
	17



SITE NOTES:

1. EX. PUBLIC CURB AND GUTTER AND SIDEWALK
2. PROPOSED LEFT TURN LANE
3. PROPOSED 6" VERTICAL CURB
4. PROPOSED ACCESSIBLE PARKING STALL, ACCESSIBLE AISLE, BOLLARDS & SIGN R-99
5. PROPOSED MONOLITHIC CURB & SIDEWALK
6. PROPOSED 5' WIDE SIDEWALK
7. PROPOSED ACCESSIBLE PATH OF TRAVEL
8. PROPOSED TRASH COMPACTOR
9. PROPOSED TOTE ENCLOSURE
10. PROPOSED CROSSWALK
11. EX. PARKING LOT LIGHT
12. PROPOSED PARKING LOT LIGHT
13. PROPOSED FENCE AT OUTDOOR PATIO/SEATING AREA
14. EX. HERITAGE TREE SHALL BE PROTECTED.
15. PROPOSED 4-BIKE RACK
16. EXPAND LEFT TURN LANE
17. PROPOSED CURB & GUTTER

PROJECT INFORMATION

PROJECT ADDRESS
1600 & 1620 WEST EL CAMINO AVE
SACRAMENTO, CA 95833

PROJECT APN
PORTION OF 274-0410-021

OWNER
THE ALI A & YOUNG A E MOHAMMAD FAMILY TRUST
5268 MARIONE DRIVE
CARMICHAEL, CA 95608

DEVELOPER/APPLICANT
TAYLOR PROPERTIES
1747 TRIBUTE ROAD, SUITE #270
SACRAMENTO, CA 95815
ATTN: TIM TAYLOR

ENGINEER
TSD ENGINEERING, INC
31 NATOMA STREET, SUITE 160
FOLSOM, CA 95630
ATTN: CHRIS SCHULZE

ARCHITECT
KD ARCHITECTS, INC.
3060 FITE CIRCLE, SUITE 104
SACRAMENTO, CA 95827
ATTN: BRIAN COURNOYER

EX. NUMBER OF LOTS
1

PROPOSED NUMBER OF LOTS
3

EX. USE
COMMERCIAL/RETAIL

EX. ZONING
SC-PUD

PROPOSED ZONING
SC-PUD

PRELIMINARY SITE PLAN
MAY 7, 2012
REVISED JUNE 19, 2015

N
W E
S
scale: 1"=30'

30 0 15 30 60

TSD ENGINEERING, INC.
expect more.
31 Natoma Street, Suite #160
Folsom, CA 95630
Phone: (916) 608-0707
Fax: (916) 608-0701

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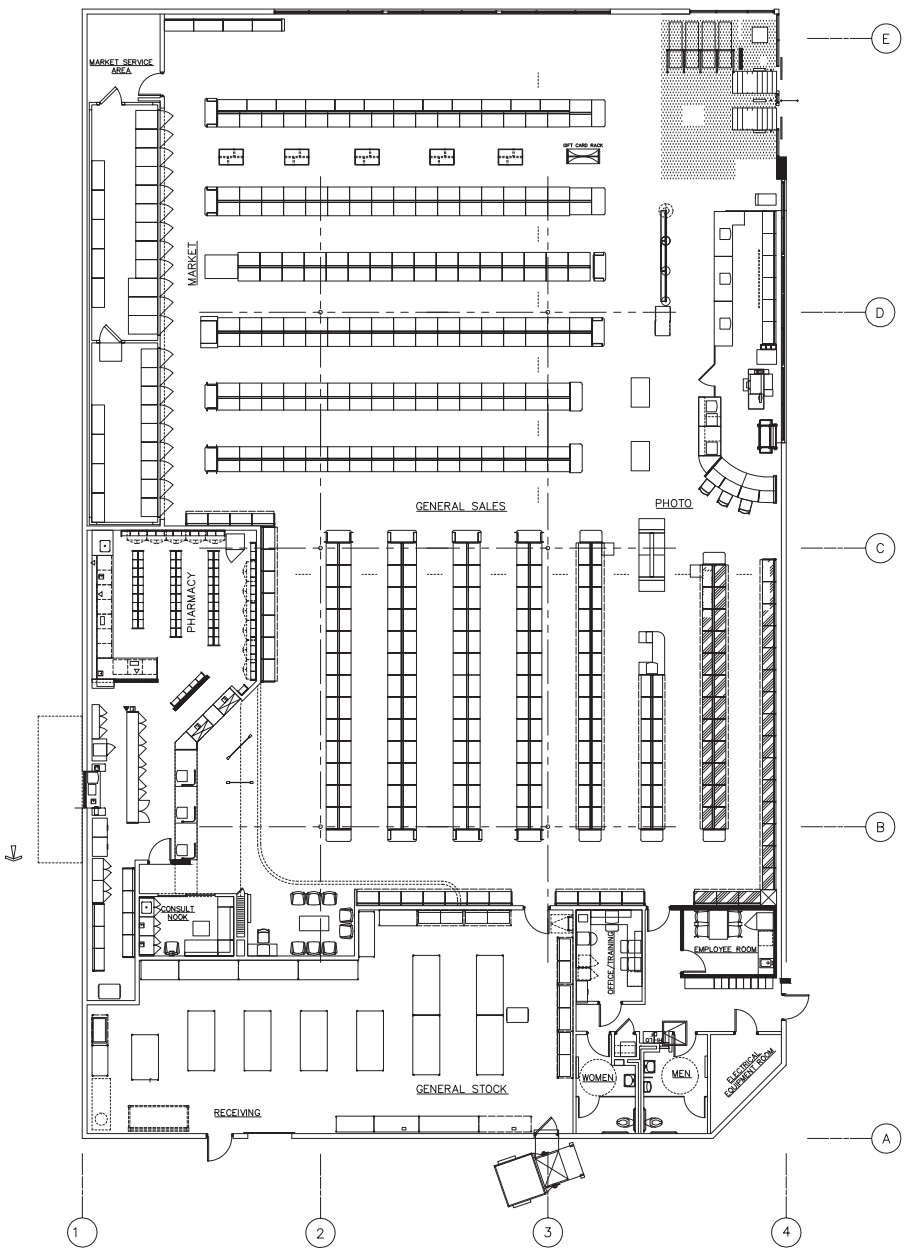


09-14-2011 MS
ADD BRIDGE PHARMACY; REVISE LOCATION DRIVE THRU; REVISE EXTERIOR ELEVATION; REWORK SERVICE & ELEC; REDUCE WALK-IN FREEZER; REVISE COLUMN LAYOUT; REVISE RECEIVING DOOR & EMERGENCY EGRESS.

09-07-2011 MS
SEE VOID PROTOTYPE FILE 07/27/2011 FOR PREVIOUS REVISIONS; RELOCATE CHECKOUT & ROTATE FRONT GONDOLAS; RELOCATE ATM; NEW BEAUTY LAYOUT GONDOLAS; ENTRANCE, COLUMNS & WINDOW LENGTH TO REMAIN; UPDATE GENERAL NOTE #7E, #8A & B; REFRIGERATION 12DR COOLER / 9DR FREEZER; REVISE PHARMACY SOFFIT; NEW TRAFFIC CONTROL FIXTURE; BRANDING TBD; STRAIGHT AISLE MARKERS.

PROTOTYPE: L97150
(09-14-2011)

INTERIOR HANGING SIGNS

GENERAL SALES AREA:
SIGN "A" AISLE MARKERS
SIGN "B" BEAUTY SIGN
SIGN "B1" BEAUTY .COM SIGN
SIGN "BB" BODY & BATH SIGN
SIGN "PH" PHOTO SIGN
SIGN "PH1" PHOTO .COM SIGN (WHERE APPLICABLE)
SIGN "F" MARKET SIGN
SIGN "R" RESTROOM SIGN
SIGN "T" STORE HOURS SIGN
SIGN "GC" GREETING CARD SIGN
SIGN "D" DOWNTOWN CHECKOUT LANE #
SIGN "CA" CALIFORNIA ACCESSIBILITY SIGN (8'-0" TO TO BOTTOM OF SIGN)
SIGN "ADA" SYMBOL OF ACCESSIBILITY
SIGN "x" ADA TACTILE EXIT SIGN
SIGN "W" CHECKOUT SIGN

PHARMACY DEPARTMENT:
REFER TO FIXTURE PLAN FOR REQUIRED SIGNS
SIGN "J" PICK UP SIGN
SIGN "K" DROP OFF SIGN
SIGN "M" DROP OFF / PICK UP SIGN
SIGN "N" DROP OFF / PICK UP / CONSULTATION SIGN
SIGN "P" PHARMACY SIGN
SIGN "P1" PHARMACY .COM SIGN
SIGN "Q" CONSULTATION WINDOW
SIGN "TX" T.A.S.
*SEE STORE SPECIFIC A-121 & I-211 FOR INSTALLATION GUIDELINES AND HANGING HEIGHTS

GENERAL NOTES

GENERAL SALES AREA:
1. PLEASE PROVIDE PROPER A.D.A. CLEARANCES ON BOTH SIDES OF ALL DOORS
2. (NOT USED)
3. (NOT USED)
4. SALES AREA CORNICE (FIXTURE MOUNTED)
5. PHOTO CORNICE (FIXTURE MTD UNLESS NOTED)
6. CARPET TILES & ENTRY GRID FURNISHED AND INSTALLED BY WALGREENS (WHEN SHOWN)
7. MASTER-BILT REACH-IN REFRIGERATION:
MODEL TEM - ENDLESS REACH-IN REFRIGERATORS AND MODEL TEL - ENDLESS REACH-IN FREEZERS (ADD 2' AT EACH END, FOR END PANELS AND ADD FLOOR DRAIN)
A. __ TEM-5-30: 155"W X 37 3/4"D X 80"H
B. __ TEL-3-30: 94 1/2"W X 37 3/4"D X 80"H
__ TEL-2-30: 63 1/2"W X 37 3/4"D X 80"H
BMG/BLG SERIES - SELF CONTAINED REFRIGERATORS AND FREEZERS
C. __ BMG-74: 78"W X 36 3/4"D X 79"H
D. __ BLG-74: 78"W X 36 3/4"D X 79"H
BSG SERIES - SELF CONTAINED SLIDING DOOR REFRIGERATORS
E. __ BSG-48: 52"W X 33 7/8"D X 79"H
__ BSG-74: 78"W X 33 7/8"D X 79"H
BACK-UP REFRIGERATORS AND FREEZERS
F. __ BSD-52DRA: 55"W X 34"D X 82 1/2"H
G. __ BSD-52DFA: 55"W X 34"D X 82 1/2"H
8. MASTER-BILT WALK-IN COOLER: PROVIDE 57"-7"W X 6'LFO X 8'4"H
12 #1000R COOLMASTER DOORS 30" X 75" EACH AND
9 #100FR FREEZEMASTER DOORS 30" X 75" EACH BY ANTHONY
A. 3 DOOR(S): FOR EACH DOOR PROVIDE 4'D DISPLAY PLAN DEEP ROLLER MAT SHELVES
B. 9 DOOR(S): FOR EACH DOOR PROVIDE 3'D DISPLAY PLAN ROLLER MAT SHELVES
C. __ DOOR(S): __'D ROLLER CONVEYOR AT FLOOR LEVEL
D. 9 DOOR(S): FOR EACH DOOR PROVIDE 27"D ANTHONY SHELVES
E. __ DOOR(S): FOR EACH DOOR PROVIDE (2) 27"D ANTHONY SHELVES AND (4) 36"D MERCHANDISER SHELVES
F. __ DOOR(S): __'D DOUBLE DECK ROLLER CONVEYOR
9. ICE CHEST BY VENDOR
10. CART RAILS W/ DISPLAY SHELF & SLAT WALL ABOVE
11. PROVIDE A 6"H BLACK VINYL BASE AT ALL CHECKOUTS
12. ELECTRONIC ARTICLE SURVEILLANCE SYSTEM

PHARMACY DEPARTMENT:
13. PHARMACY SEATING AREA: (8) SEATS & TRAFFIC CONTROL FIXTURE
14. (NOT USED)
15. COMPUTER TERMINAL
15A: INTERCOM PLUS TERMINAL
15C: TRAINING TERMINAL (IN TRAINING ROOM)
16. RX SINK AND CABINET
17. CRX CABINET
18. RX REFRIGERATOR
19. PROVIDE A CARPETED FLOOR WITH A RUBBER RUNNER. RX UNDERCOUNTER INSERTS:
#1 - RX 3 DRAWER VIAL INSERT
#2 - RX 3 DRAWER FILE INSERT
#3 - RX OPEN INSERT
#4 - RX CONSULTATION COUNTER UNIT
#5 - RX PRINTER INSERT
#6 - RX 5 DRAWER FILE INSERT
#7 - RX OPEN INSERT WITH CPU SHELF (39"H CNTR)
#7A - RX OPEN INSET WITH CPU SHELF (34"H CNTR)
#8 - RX OPEN CABINET (39"H CNTR)
#9 - RX 10 DRAWER FILE CABINET

OFFICE:
20. PROVIDE POLISHED CONCRETE FLOOR & VINYL WALLCOVERING
21. UNDER COUNTER SHELF UNIT
22. PRINTER
23. LATERAL FILE
24. OFFICE COMPUTERS
24A: P.O.S. TERMINAL
24B: AS400 TERMINAL
24C: OFFICE P.C.
25. TILL LOCKER
26. SAFE
27. (NOT USED)

STOCKROOM:
28. NEST-A-FLEX CONVEYOR
29. GRAVITY CONVEYOR
30. POWER ROLLER CONVEYOR
31. SEE ARCHITECTURAL DRAWINGS FOR EXACT LOCATION & POSITIONING OF COMPACTORS
31A: TRASH COMPACTOR
31B: BALER
31C: CARDBOARD COMPACTOR

EMPLOYEE ROOM:
32. EMPLOYEE LOCKERS: (1) 48" W COAT LOCKER W/ PERFORATED DOORS; (6) 6 TIER BOX LOCKERS & (2) ADA LOCKERS W/ SAFETY VIEW DOORS
33. 5'-0"W X 2'-2"D EMPLOYEE COUNTER W/ (1) CABINET
34. EMPLOYEE ROOM REFRIGERATOR (PROVIDE 32" CLEARANCE WHEN NEXT TO COUNTER)
35. EMPLOYEE ROOM SINK (IN COUNTER)
36. (NOT USED)

MISCELLANEOUS:
37. "E" - ELECTRICAL OUTLET FOR FUTURE USE
38. VENDOR RACKS: REMOVE BASE DECK & SHOES; (END PANEL TO REMAIN)
39. PROVIDE OPENING FOR ONE-WAY GLASS (SEE INTERIOR ELEVATION FOR LOCATION)
40. NEWSPAPER RACK BY VENDOR
41. PICTURE CARE PLUS TERMINAL

BEAUTY:
42. LIT SKIN CARE HEADER
43. (NOT USED)
44. LIT COSMETICS HEADER
45. LIT GONDOLA END PANEL & FROSTED SHELVES
46. SOLID WHITE BACK PANEL TO BE PROVIDED BY METAL VENDOR

PROJECT DATA

TYPE		GENERAL SALES	■	MARKET	■
NEW LOCATION	■	PHARMACY	■	SECURITY	☒
NEW LOCATION EXIST'G BLDG.	□	PHOTO	■	24 HOUR STORE	□
REMODEL	□	LIQUOR	□	OTHER	□

SQUARE FOOT AREA SUMMARY

DEPARTMENT		SALES	STOCK	SERVICE	TOTAL EXIST'G	TOTAL NEW
GEN SALES	NEW	8346	2430	1003		11,779
	EXIST'G					
MARKET	NEW	900				900
	EXIST'G					
RX	NEW	1021				1021
	EXIST'G					
RX WAIT'G	NEW	352				352
	EXIST'G					
PHOTO	NEW	315				315
	EXIST'G					
LIQUOR	NEW					
	EXIST'G					
RX SERVICE	NEW	183				183
	EXIST'G					
2ND FLOOR	NEW					
	EXIST'G					
TOTAL NEW		11,117	2430	1003		14,550
TOTAL EXST'G						

TOTAL AREA: FIRST FLOOR 14,550 SQ.FT.
TOTAL AREA: OTHER LEVELS SQ.FT.
GROSS AREA INCLUDING ALL DEPARTMENTS & ALL LEVELS: 14,550 SQ.FT.
RX SHELVING LINEAL FEET: 109 LN.FT.

TOTAL BY LIN FT.	1310 LN. FT.
FRONT WALL SHELVING	18 LN. FT.
BEAUTY WALL SHELVING	45 LN. FT.
REMAINING WALL SHELVING (BACK & SIDE WALL, RX SEATING)	75 LN. FT.
BACK GONDOLAS	504 LN. FT.
FRONT GONDOLAS	534 LN. FT.
HALLMARK SHELVING	64 LN. FT.
BEAUTY PROMO	18 LN. FT.
COOLERS	30 LN. FT.
FREEZERS	22 LN. FT.

BEAUTY HATCH LEGEND

GRAY (A69) MARTECK SOLID BACK PANELS & LIT SHELVES

GRAY (A69) PEG BOARD BACK PANELS

KEY PLAN
NOT TO SCALE

FOR REFERENCE ONLY: SEE CONTRACT DOCUMENTS FOR DETAILED SITE PLAN

* A.D.A DOOR CLEARANCES

*ACCESSIBILITY REQUIREMENTS MAY VARY WITH LOCAL JURISDICTIONS & APPROACH TO DOOR SWING

FIXTURE LEGEND

G GONDOLA (EA. SIDE)	18	18 D.	36 W.	66 * H.
GE GONDOLA END	18	18 D.	39 W.	66 * H.
WS WALL SHLVG	18	18 D.	36 W.	84 * H.

ALL OTHER FIXTURES ARE TYPICALLY CALLED OUT DEPTH BY WIDTH. EXAMPLE:
DT DISPLAY TABLE 30 D. 48 W.

*DOES NOT INCLUDE STANDARDS, WOOD GROUNDS OR FINISHED END PANELS

EXECUTIVE APPROVAL		DATE
VICE PRESIDENT FACILITIES DEVELOPMENT		
CORPORATE OPERATIONS VICE PRESIDENT		
MARKET VICE PRESIDENT		
REVIEWED BY:		

Walgreens
FACILITIES PLANNING
DESIGN & CONSTRUCTION
108 WILMOT ROAD
DEERFIELD, IL 60015-5105

I HEREBY CERTIFY THAT THIS PLAN AND SPECIFICATION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ARCHITECT OR ENGINEER UNDER THE LAWS OF THE STATE OF ILLINOIS. SIGNIFIED BY MY HAND AND SEAL.

REVISIONS

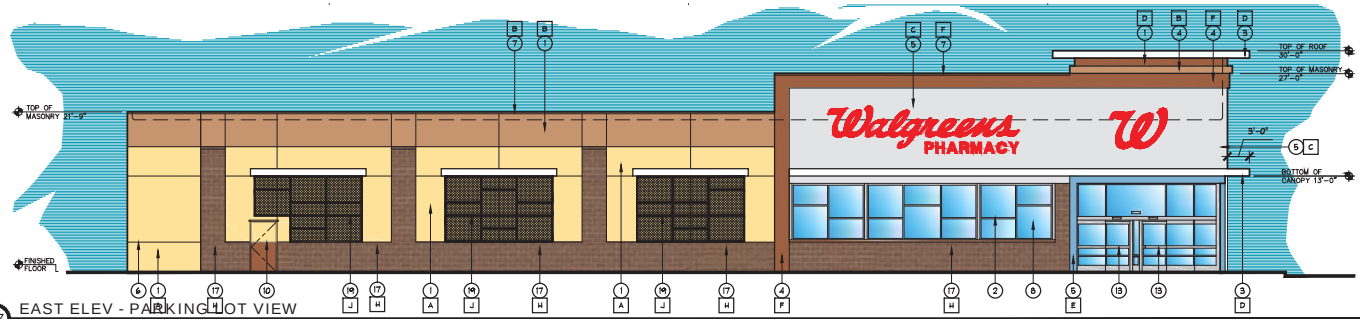
NO.	DATE	BY	DESCRIPTION

FIXTURE FLOOR PLAN
PROJECT ID: NXXXXX
STORE NUMBER XXXXX
WALGREENS
97'-0" X 150'-0" PROTOTYPE
LEFT HAND CORNER ENTRANCE
SIDE DRIVE-THRU PHARMACY

FILE NAME: 97150
DRAWN BY: F. LAST NAME
DATE: XXX-XXX
REVIEWED: 97150

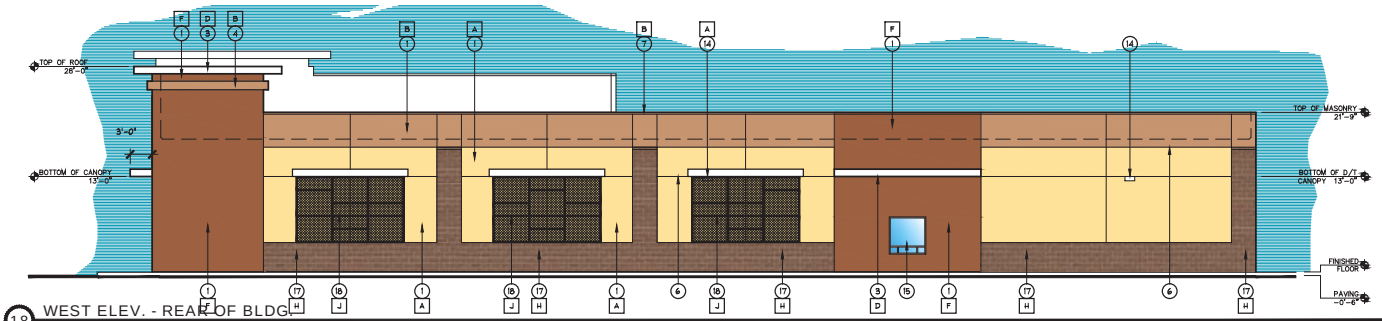
D-111

COPYRIGHT © 2011 WALGREEN CO. FILE: PLT-101 WALGREENS SOUTH WATERWAYS DR DESIGN
DEVELOPMENT/DESIGN



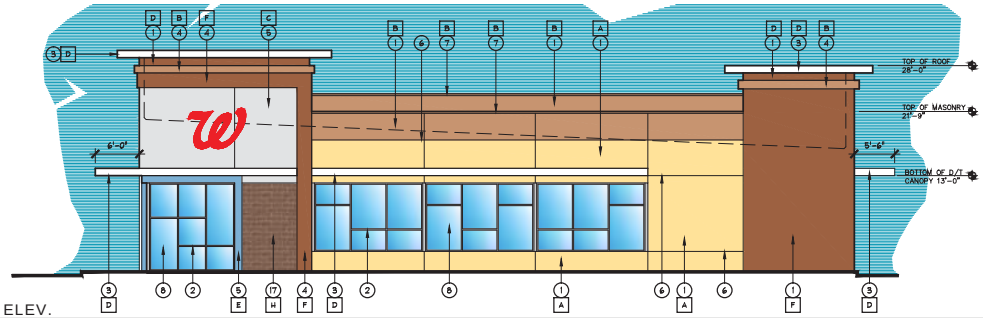
17 EAST ELEV - PARKING LOT VIEW

SCALE: 1/8" = 1'-0"



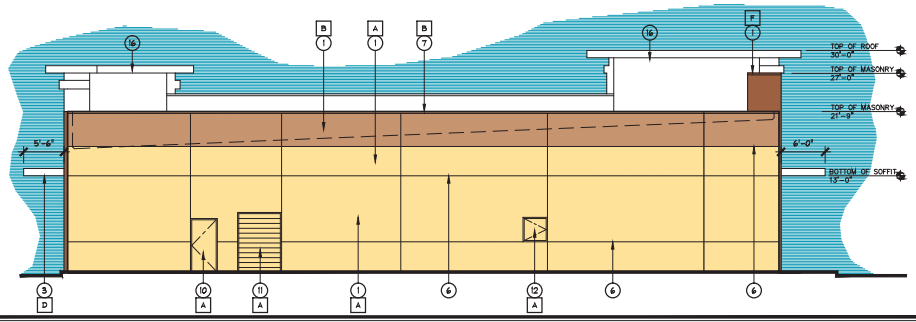
18 WEST ELEV. - REAR OF BLDG.

SCALE: 1/8" = 1'-0"



19 NORTH ELEV. - STREET ELEV.

SCALE: 1/8" = 1'-0"



20 SOUTH ELEV. - REAR OF BLDG.

SCALE: 1/8" = 1'-0"

EXTERIOR ELEVATION KEYNOTES:

1. 3/8" PLASTER OVER CMU
2. STOREFRONT GLAZING SYSTEM (2"x4 1/2") COLOR: CLEAR ANODIZED WITH 1" THICK DUAL GLAZING
3. ARCHITECTURAL METAL CANOPY
4. ARCHITECTURAL FOAM BAND
5. ALUMINUM COMPOSITE MATERIAL
6. PLASTER EXPANSION SCREED
7. GALVANIZED SHEET METAL PARAPET CAP FLASHING - PRE-FINISHED
8. DUAL PANE GLAZING - CLEAR
9. CANOPY-7/8" CEMENT PLASTER OVER METAL STUD FRAMING.
10. METAL MAN DOOR AND FRAME - PAINT
11. OVERHEAD ROLL-UP DOOR - PAINTED
12. STEEL TRASH CHUTE DOOR - PAINTED
13. ALUMINUM STOREFRONT DOOR - CLEAR ANODIZED
14. THROUGH SCUPPER DRAIN
15. PHARMACY DRIVE-UP WINDOW
16. BUILDING STRUCTURE BEYOND.
17. 8" x 16" SPLITFACE CONC. MASONRY BLOCK.
18. 2"x2" TUBE STEEL WALL TRELLIS W/ 3" STAND-OFF TYP.
19. 2"x2" TUBE STEEL WALL TRELLIS W/ 3" STAND-OFF TYP. w/4"x4" WIRE GRID FOR VINES.

MATERIALS SCHEDULE:

A	DUNN EDWARDS - DE5352 SUN KISSED (MATCH FIELD COLOR OF SHOPPING CENTER)
B	DUNN EDWARDS - DE5263 SONORA SHADE (MATCH EXISTING CENTER PARAPET ACCENT COLOR)
C	ALCOA REYNOBOND - COLORWELD 500XL BRIGHT SILVER METALLIC
D	WHITE -
E	WALGREENS BLUE PANTONE 542-C
F	DUNN EDWARDS - DE6091 RED HOOK ACCENT COLOR - WALGREENS ENTRY
G	METAL DOOR PAINTED - TO MATCH ADJACENT BUILDING COLORS
H	BASALITE C.M.U. - SPLITFACE BLOCK COLOR: D-398
J	DUNN EDWARDS - DEA187 BLACK ACCENT COLOR - STEEL WALL TRELLIS

K12 Architects
K12 Architects, Inc
3090 Fite Circle, #104
Sacramento, CA 95827
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Walgreens
REAL ESTATE, PLANNING
DESIGN AND ENGINEERING
100 WILMOT ROAD
DEERFIELD, IL 60015-5105

WALGREENS SOUTH NATOMAS

NEW RETAIL STORE

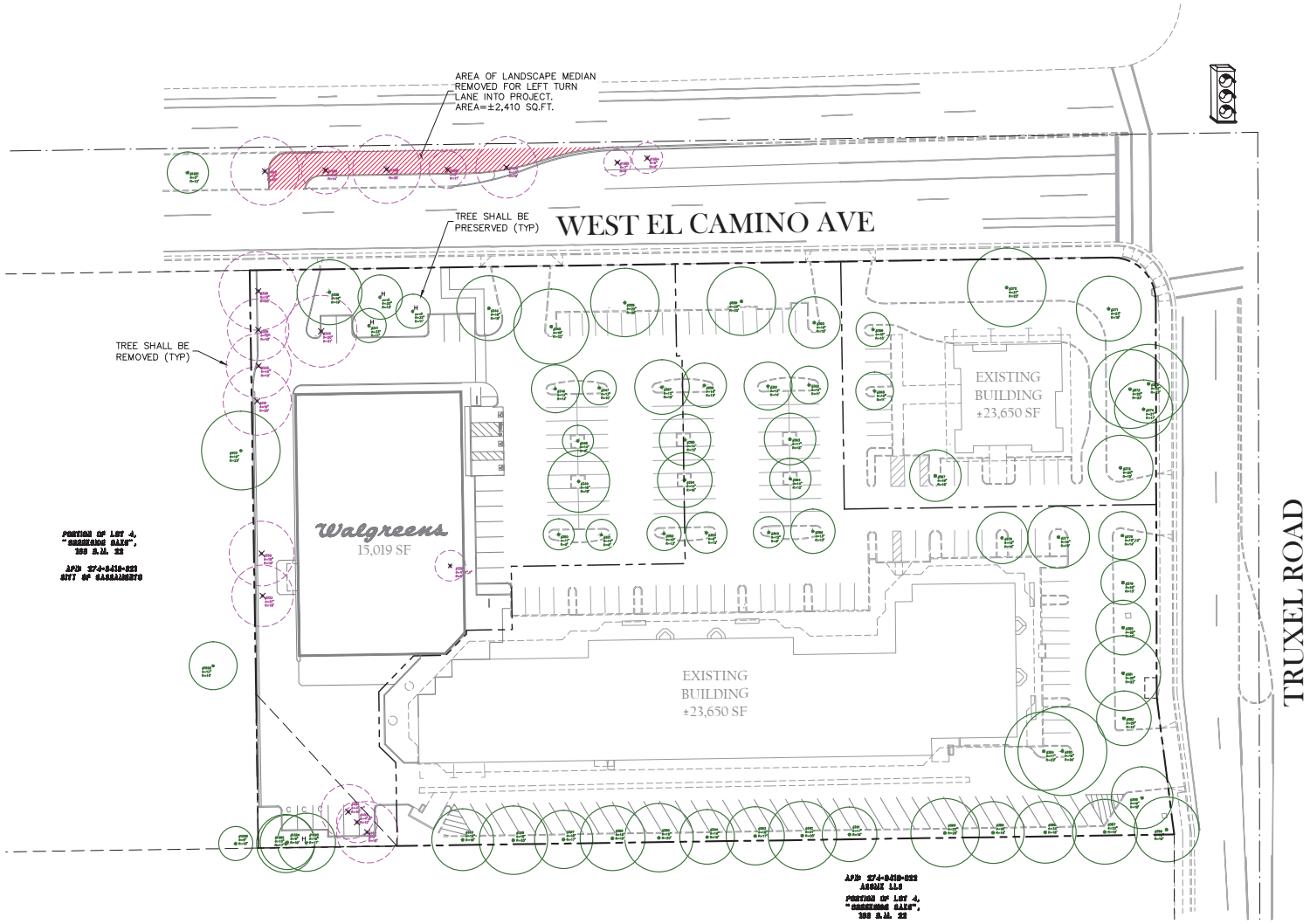
1620 West El Camino Ave.
Sacramento CA 95833

PROJECT NUMBER: 11-013
PROJECT DATE: May 4, 2012

SHEET CONTENTS:
EXTERIOR BUILDING ELEVATIONS

SHEET NUMBER: A301

EXISTING TREE PRESERVATION & REMOVAL EXHIBIT
PARK PLAZA
WALGREENS #15245
1600 & 1620 WEST EL CAMINO AVENUE
SACRAMENTO, CA



ONSITE TREE REMOVAL INVENTORY

TREE #	SPECIES	DBH (in)	DLR(ft)
328	CHINESE HACKBERRY	18	23
329	CHINESE HACKBERRY	15	18
330	CHINESE HACKBERRY	19	19
331	CHINESE HACKBERRY	19	20
332	CHINESE HACKBERRY	19	19
333	CHINESE HACKBERRY	21	18
338	JAPANESE MAPLE	4,4,4	9
340	CHINESE HACKBERRY	20	21
402	INTERIOR LIVE OAK	9	18
403	VALLEY OAK	4,5	12
404	VALLEY OAK	4,11	16

FOLLOWING TREES HAVE BEEN NOTED AS BEING REMOVED IN THE UPDATED ARBORIST REVIEW. REMOVAL OF TREE IS ASSUMED TO BE PROPERTY OWNER/TENANT/MANAGEMENT

TREE #	SPECIES	DBH (in)	DLR(ft)
334	CHINESE ELM	16	29
335	CHINESE ELM	18	30
336	CHINESE ELM	8	16
337	CHINESE ELM	17	32

PARK PLAZA - LEFT TURN TREE REMOVAL INVENTORY

TREE #	SPECIES	DBH (in)	DLR(ft)
1586	RED OAK	12	18
1587	RED OAK	8	11
1588	RED OAK	12	20
1589	RED OAK	10	14
1590	RED OAK	13	20

WEST EL CAMINO & TRUXEL - LEFT TURN TREE REMOVAL INVENTORY

TREE #	SPECIES	DBH (in)	DLR(ft)
1584	CRAPE MYRTLE	6	9
1585	CRAPE MYRTLE	7	8

N
W E
S
scale: 1"=30'
30 0 15 30 60

EXISTING TREE PRESERVATION & REMOVAL EXHIBIT
JUNE 19, 2015

TSD ENGINEERING, INC.
expect more.
31 Natoma Street, Suite #160
Folsom, CA 95630
Phone: (916) 608-0707
Fax: (916) 608-0701

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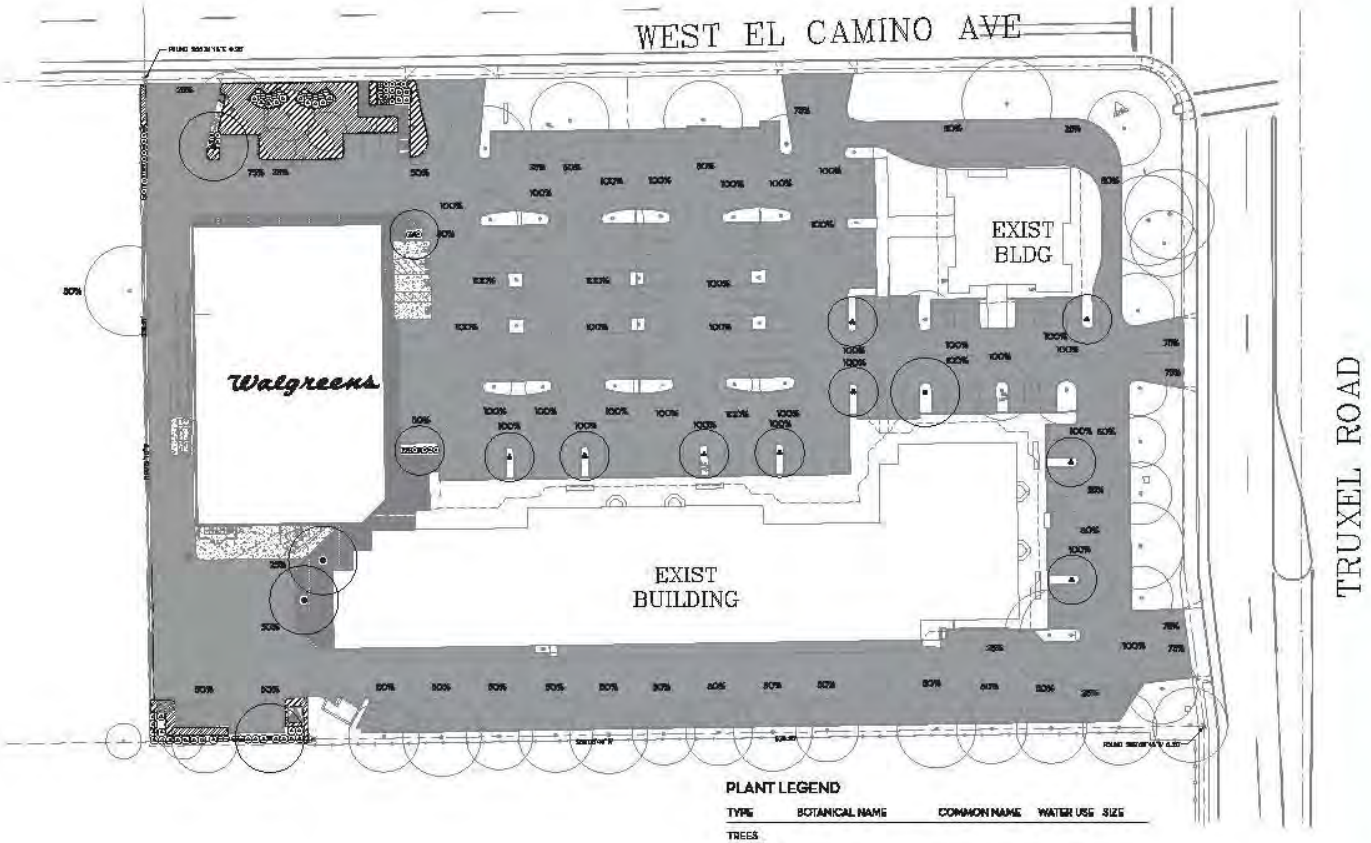
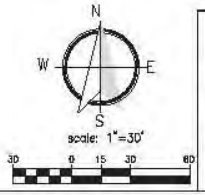
PRELIMINARY ON-SITE LANDSCAPE/TREE PLAN
WALGREENS #15245
1600 & 1620 WEST EL CAMINO
SACRAMENTO, CA



PLANT LEGEND

TYPE	BOTANICAL NAME	COMMON NAME	WATER USE	SIZE
TREES				
	CELTIS SINENSIS	CHINESE HACKBERRY	M	15 GAL.
	UMBELLULARIA CALIFORNICA	CALIFORNIA BAY	L	24" BOX
SHRUBS				
	AGAPANTHUS AFRICANUS	LILY OF THE NILE	M	5 GAL.
	DIETES BIDIOIDES	AFRICAN IRIS	L	5 GAL.
	RHAPHIOLEPIS INDICA 'MONTO'	INDIAN PRINCESS INDIAN HAWTHORN	L	5 GAL.
GROUNDCOVER				
	VINCA MINOR	DWARF PERIWINKLE	M	1 GAL.

PRELIMINARY ON-SITE
LANDSCAPE/TREE PLAN
JANUARY 11, 2013
REVISED JUNE 18, 2015

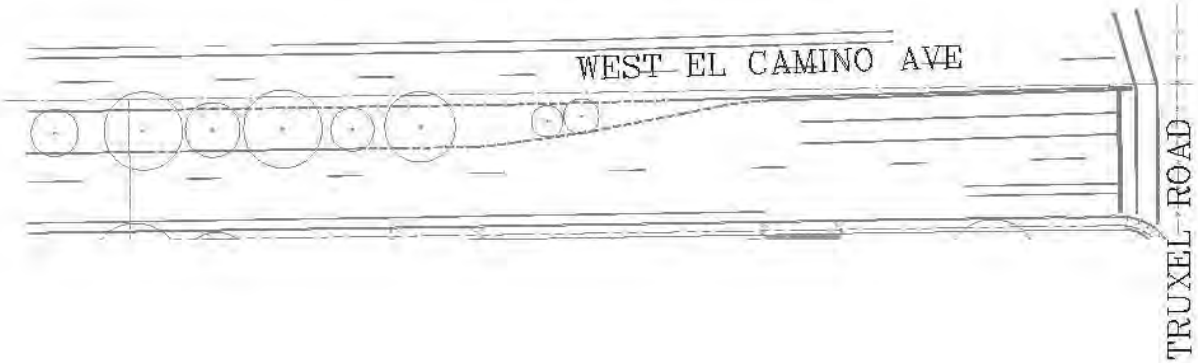


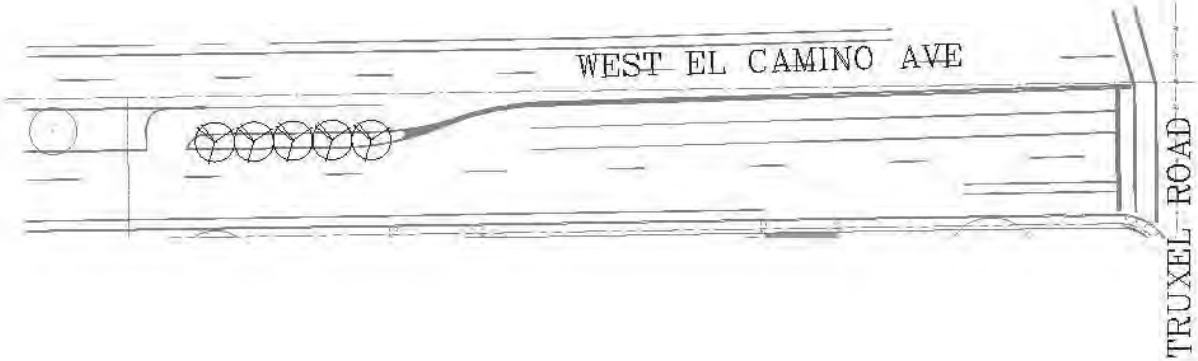
OFF–SITE EXISTING CONDITIONS & PRELIMINARY LANDSCAPE PLAN

WALGREENS #15245

1600 & 1620 WEST EL CAMINO

SACRAMENTO, CA



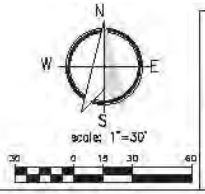


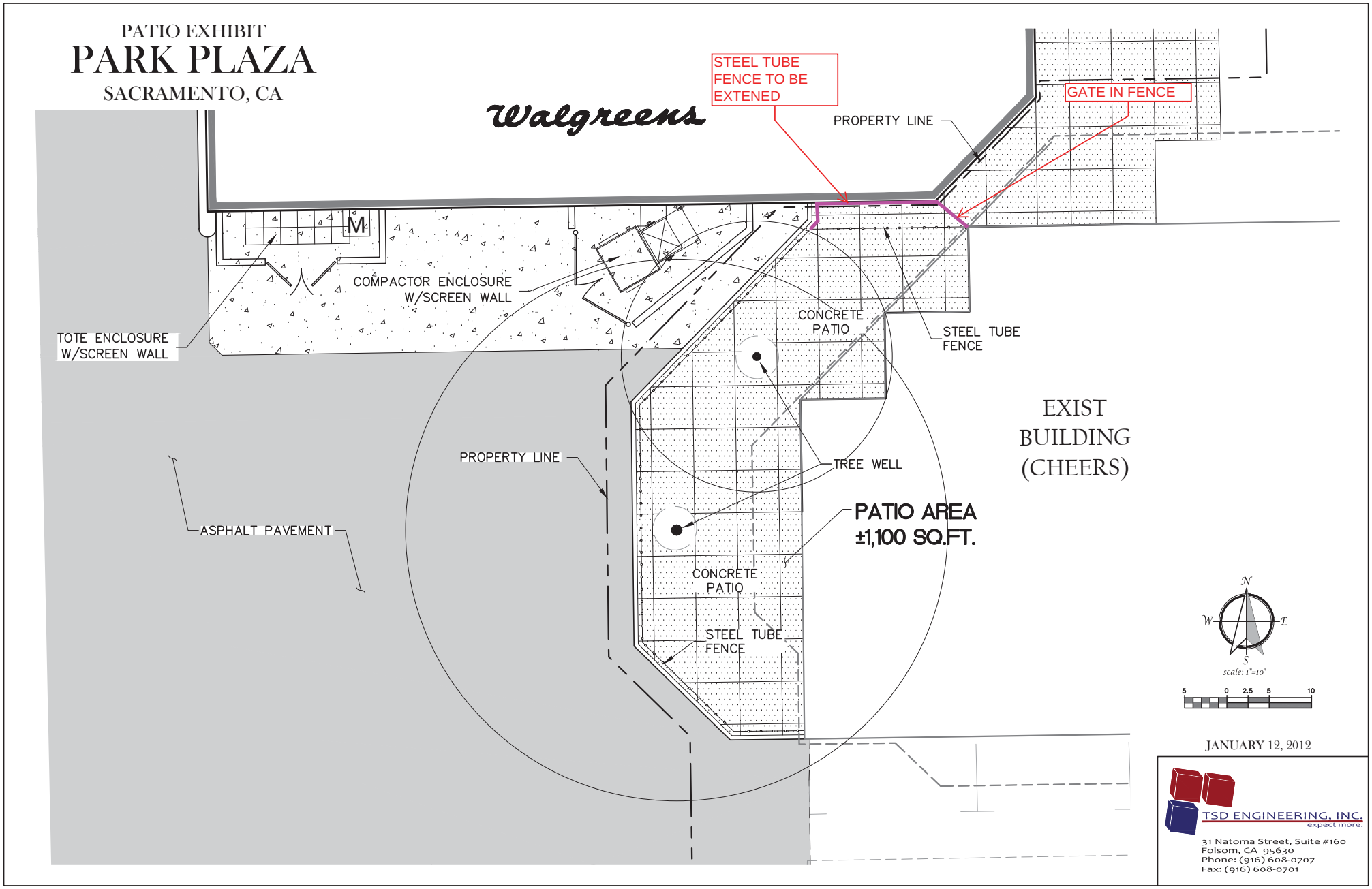
PLANT LEGEND

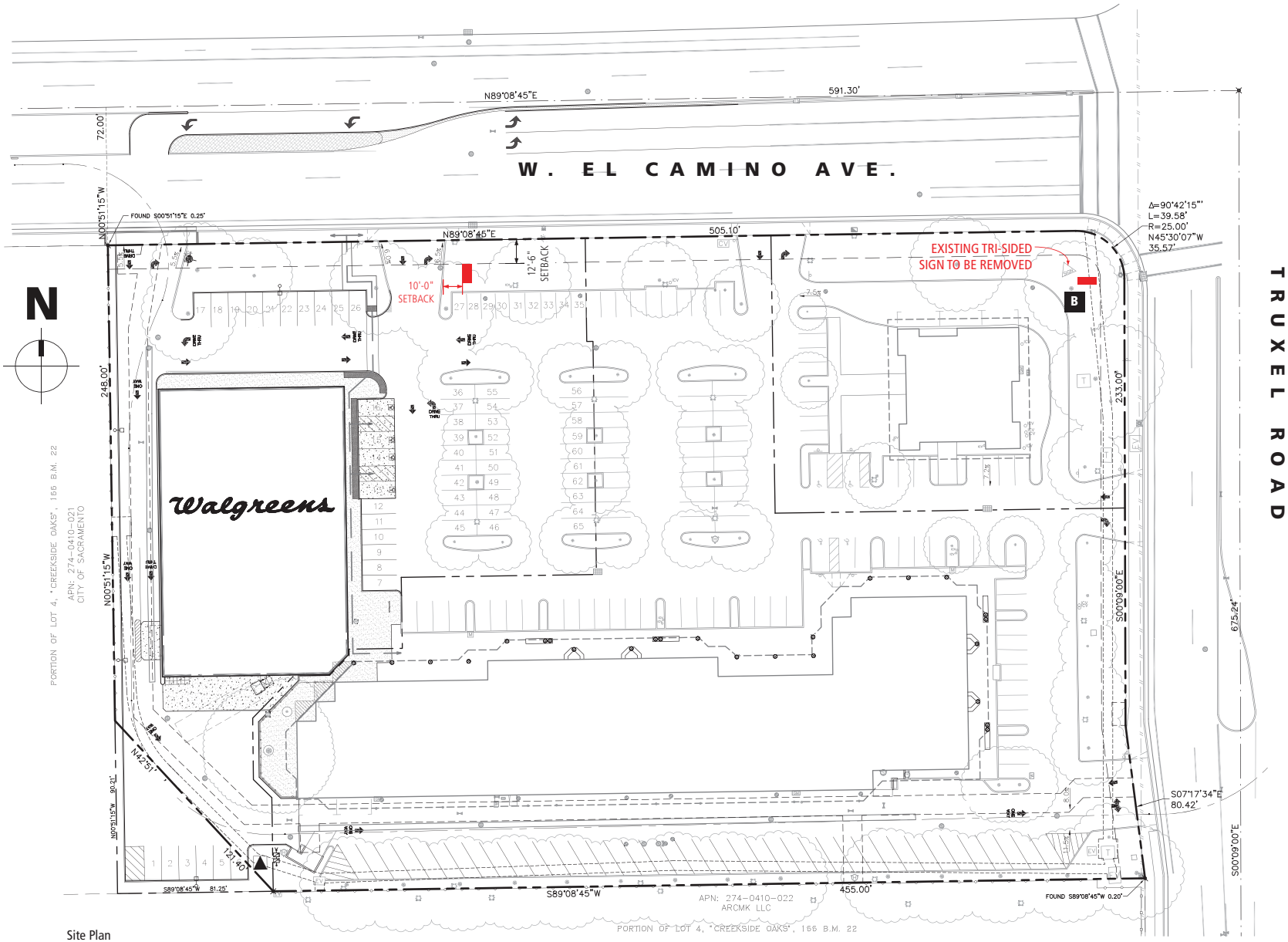
TYPE	BOTANICAL NAME	COMMON NAME	WATER USE	SIZE
TREES				
	PRUNUS CERASIFERA 'KRAUTER VESUVIUS'	CHERRY PLUM	M	15 GAL.

NOTE: REFER TO ARBORIST REPORT TREE DATA FOR MORE INFORMATION

OFF–SITE EXISTING CONDITIONS &
PRELIMINARY LANDSCAPE PLAN
OCTOBER 23, 2012
REVISED JUNE 18, 2015




PATIO EXHIBIT
PARK PLAZA
SACRAMENTO, CA
Walgreens
STEEL TUBE FENCE TO BE EXTENED
GATE IN FENCE
PROPERTY LINE
COMPACTOR ENCLOSURE W/SCREEN WALL
TOTE ENCLOSURE W/SCREEN WALL
CONCRETE PATIO
STEEL TUBE FENCE
EXIST BUILDING (CHEERS)
PROPERTY LINE
TREE WELL
PATIO AREA ±1,100 SQ.FT.
ASPHALT PAVEMENT
CONCRETE PATIO
STEEL TUBE FENCE
N
W
E
S
scale: 1"=10'
5 0 2.5 5 10
JANUARY 12, 2012
TSD ENGINEERING, INC.
expect more.
31 Natoma Street, Suite #160
Folsom, CA 95630
Phone: (916) 608-0707
Fax: (916) 608-0701



Site Plan
Scale 1" = 50'-0"

ESTABLISHED 1946
PACIFIC NEON

2939 ACADEMY WAY
SACRAMENTO, CALIFORNIA 95815
TEL 916.927.0527
FAX 916. 927.2414
www.pacificneon.com

Project No: 12-4973a-00

Account Executive: Ralph Cundiff

Project:
Park Plaza
Walgreens Pharmacy

Address:
1600 W. El Camino Ave.
Sacramento, CA

Drawn By: William Dickson
Date: 2.5.13
Revision: 3.20.13

U.L. Listed
Signs to be manufactured to U.L. Specifications and will bear the U.L. Label(s). The sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

Electrical Circuits
Customer to provide primary dedicated electrical circuit(s) with a separate ground to the electrical panel. **L.E.D. Electronics** to have a separate dedicated 120V complete circuit (No shared neutral). Common ground to electrical panel acceptable.

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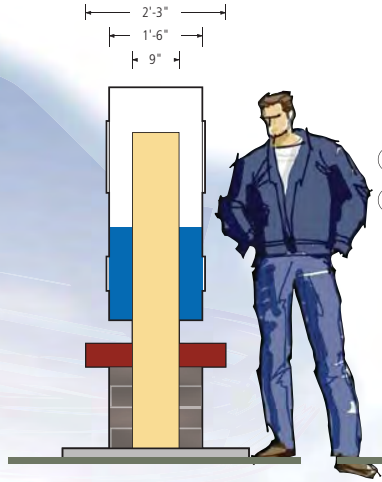
California Title 24 Compliant

THINK GREEN
KEEP IT ON THE SCREEN

Sheet No. **2**

A D/F Illluminated Monument Sign (Side 1)
Scale 1/2" = 1'-0"
Sign Area: 48.00 sq.ft.



A End View
Scale 1/2" = 1'-0"

A D/F Illluminated Monument Sign (Side 2)
Scale 1/2" = 1'-0"

Material Schedule

1. **Cabinet**
Fabricated aluminum construction with faces and returns painted White with light texcote finish except on Blue background area behind secondary push-thru copy. Logo graphics to be routed push-thru. Cabinet to be internally illuminated with H.O. fluorescent lamps.

2. **Base**
BASELITE CMU, split face block, color D390 4" tall to match building color.

3. **Cornices**
Fabricated aluminum construction with faces and returns painted Dark Rust (verify) with light texcote finish.

4. **Spine Structure**
Fabricated aluminum construction with faces and returns painted Light Tan (verify) with texcote finish.

5. **Logo**
Routed from cabinet face with clear acrylic push-thru. Face of push-thru to have 3M White diffuser film application with 3M 3630-33 Red vinyl film overlay.

6. **Secondary Copy & Background**
Copy routed from cabinet face with clear acrylic push-thru. Face of push-thru to have 3M Translucent White vinyl film overlay. Background cabinet face and return areas to be painted to match 3M 3630-8057 (verify PMS reference color), matte finish.

ESTABLISHED 1946
PACIFIC NEON

2939 ACADEMY WAY
SACRAMENTO, CALIFORNIA 95815

TEL 916.927.0527
FAX 916. 927.2414
www.pacificneon.com

Project No: **12-4973f-00**

Account Executive: **Ralph Cundiff**

Project:

Park Plaza
Walgreens Pharmacy

Address:

1600 W. El Camino Ave.
Sacramento, CA

Drawn By: **William Dickson**

Date: 3.7.12

Revision: 3.22.12 5.29.12
4.23.12 9.20.12
4.30.12 3.20.13
5.2.12

U.L. Listed
Signs to be manufactured to U.L. Specifications and will bear the U.L. Label(s). The sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

Electrical Circuits
Customer to provide primary dedicated electrical circuit(s) with a separate ground to the electrical panel. **L.E.D. Electronics** to have a separate dedicated 120V complete circuit (No shared neutral). Common ground to electrical panel acceptable.

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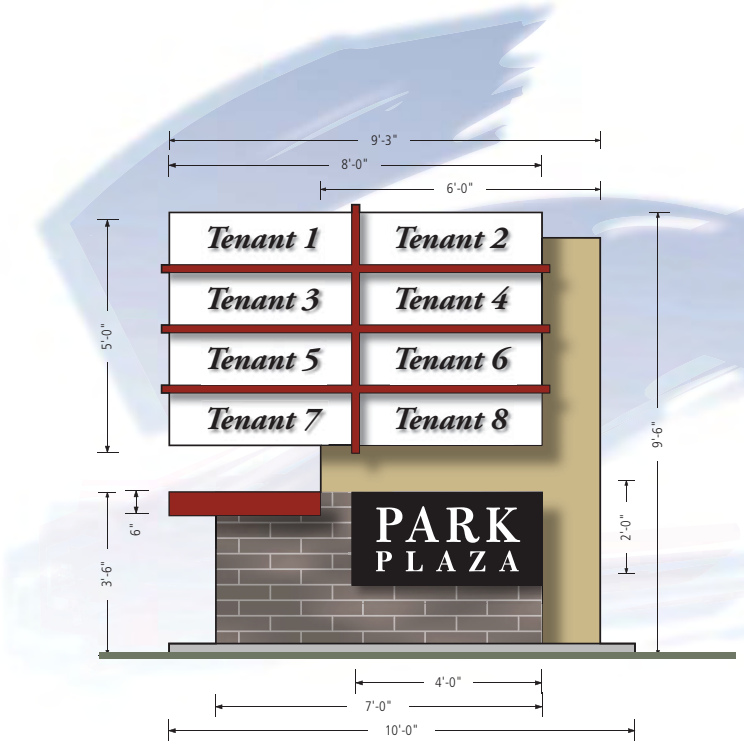
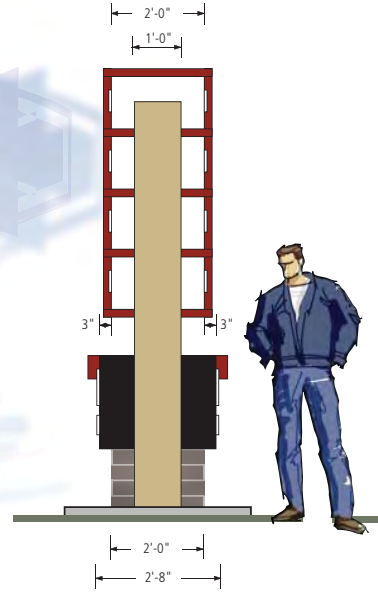
California Title 24 Compliant

THINK GREEN
KEEP IT ON THE SCREEN

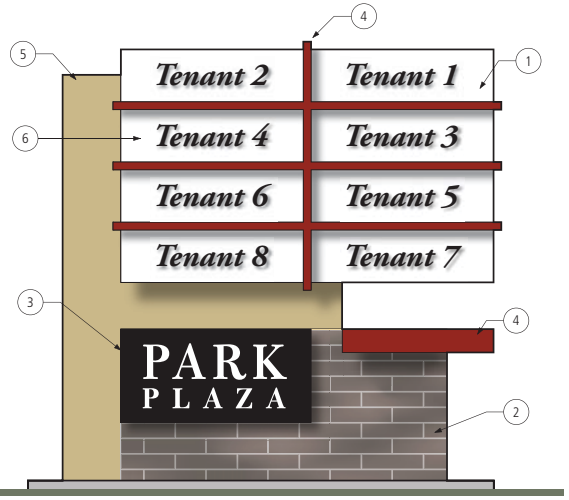
Sheet No. **1**



B D/F Illluminated Monument Sign (Side 1)
Scale 3/8" = 1'-0"
Sign Area: 48.00 sq.ft.



B End View
Scale 3/8" = 1'-0"



B D/F Illluminated Monument Sign (Side 2)
Scale 3/8" = 1'-0"

Material Schedule

1. **Cabinet**
Fabricated aluminum construction with faces and returns painted White with light texcote finish except on Blue background area behind secondary push-thru copy. Logo graphics to be routed push-thru. Cabinet to be internally illuminated with H.O. fluorescent lamps.

2. **Base**
BASELITE CMU, split face block, color D390 4" tall to match building color.

3. **Center Identification**
Fabricated aluminum construction with faces and returns painted Black, flat finish. Copy to be White push-thru acrylic. Cabinet to be internally illuminated with H.O. fluorescent lamps.

4. **Cornices / Tenant Dividers**
Fabricated aluminum construction with faces and returns painted Dark Rust (verify) with light texcote finish.

5. **Spine Structure**
Fabricated aluminum construction with faces and returns painted Medium Tan (verify) with texcote finish.

6. **Tenant Copy**
Routed from cabinet face with clear acrylic push-thru. Face of push-thru to have 3M White diffuser film application with 3M vinyl film overlays (TBD).

ESTABLISHED 1946
PACIFIC NEON

2939 ACADEMY WAY
SACRAMENTO, CALIFORNIA 95815

TEL 916.927.0527
FAX 916. 927.2414
www.pacificneon.com

Project No: **12-4973a-00**

Account Executive: **Ralph Cundiff**

Project:

Park Plaza
Walgreens Pharmacy

Address:

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Sacramento, CA

Drawn By: **William Dickson**
Date: 2.5.13
Revision: 3.20.13

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California Title 24 Compliant

THINK GREEN
KEEP IT ON THE SCREEN

Sheet No. **1**

EXHIBIT - OFFSITE MEDIAN CONCEPT

WALGREENS #15245

PARK PLAZA

1600 & 1620 WEST EL CAMINO

SACRAMENTO, CA

SITE LEGEND

- ASPHALT CONCRETE ON AGGREGATE BASE
- PROPOSED LANDSCAPE AREA
- HARDSCAPE AREA
- CONCRETE PAVING AREA

N
W
E
S

scale: 1"=60'

60 0 30 60 120

EXHIBIT
OFFSITE MEDIAN CONCEPT
JUNE 30, 2015

TSD ENGINEERING, INC.
expect more.
31 Natoma Street, Suite #160
Folsom, CA 95630
Phone: (916) 608-0707
Fax: (916) 608-0701

P:\Projects\237-001\02 DWG\B- Planning\FIG\2015-0630 Offsite Median.dwg, TSDlaptop, 13:50:55, 07-01-15

Meeting Date: **9/1/2015**

Report Type: Consent

Report ID: 2015-00770

City of SACRAMENTO 07

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Title: (City Council/Redevelopment Agency Successor Agency) Acquisition of 408 J Street

Location: 408 J Street, District 4

Recommendation: 1) Pass a City Council Resolution authorizing a) acquisition of 408 J Street for $1.64 million, b) execution of the Compensation Agreements with the taxing entities, c) transfer of $1.64 million from the Arco Arena Debt Service Fund (Fund 4010) to the Innovation and Growth Fund (Fund 2031) and expenditure authority to disburse $1.64 million from Fund 2031 to the County Auditor-Controller for the purchase of property at 408 J Street, d) the deposit the City's share of the 408 J Street sale proceeds received from the County Auditor-Controller to Fund 2031; and 2) pass a Redevelopment Agency Successor Agency Resolution authorizing a) the sale of 408 J Street to the City of Sacramento for the appraised value of $1.64 million, and b) the execution of the grant deed by the City Manager.

Contact: Leslie Fritzsche, Senior Project Manager, (916) 808-7223, Economic Development Department

Presenter: None

Department: Economic Development Dept

Division: Citywide Development

Dept ID: 18001031

Attachments:

1-Description/Analysis

2-Location Map (408 J Street)

3-RASA Resolution

4-Council Resolution

5-Exhibit A

City Attorney Review

Approved as to Form
Sheryl Patterson
8/25/2015 2:15:20 PM

Approvals/Acknowledgements

Department Director or Designee: John Dangberg - 8/24/2015 1:38:22 PM

Description/Analysis

Issue Detail: On January 31, 2012, the City Council elected to serve as the Redevelopment Agency Successor Agency (RASA), taking on the responsibilities for winding down the activities of the former Redevelopment Agency of the City of Sacramento (Agency). The City, in its capacity as RASA, received title to all of the Agency's real property assets, other than properties purchased by the Agency with low and moderate income housing set-aside funds. The Housing Authority assumed responsibility and ownership of the Agency's housing assets. In compliance with the dissolution legislation (AB x1 26 and AB 484), RASA is responsible for the disposition of the non-housing properties. Health and Safety Code (HSC) Sections 34181(a) and 34191.5(c) (2) allow the City to retain Agency properties for future redevelopment activities. The retention of Agency property by the City requires the City to make payment to the other taxing entities for their share of the fair market value based on a June 2011 valuation date.

One of the parcels identified for retention by the City is a vacant parcel at 408 J Street (the "Property"; see Attachment 1 for location). This Property is adjacent to the Entertainment and Sports Complex (ESC) area at the southeast corner of 4th and J streets. Transfer of this parcel to the SBH Downtown LLC was previously approved as part of the City's financial support for the ESC project.

The Property contains approximately 23,218 square feet. The current improvements include signage, irrigated turf, and mature landscaping. The northern portion of the site is at-grade with a sidewalk along J Street and the southern portion slopes down to one level above the access ramp to the adjacent City-owned parking structure. A concrete staircase provides access to the parking structure. Currently the site hosts the marquee for the downtown movie theatres and a historical placard indicating it was the location of the St. George Hotel.

Policy Considerations: The proposed disposition of the 408 J Street property is consistent with RASA's mandate to wind down the activities of the Agency by divesting of the former Agency's property assets. This acquisition will allow for the development of the site as outlined in the ESC entitlement and design package approved by the City Council on May 20, 2014.

Economic Impacts: The acquisition of this site is the first step in a process that will lead to development of the site as part of the approved plans for the former Downtown Plaza area. Those plans include up to 1.5 million square feet of development, providing significant employment opportunities and increasing the tax base for the City.

Environmental Considerations: The action outlined in this report is considered a government fiscal activity and therefore is exempt from environmental review under the California Environmental Quality Act (CEQA) under section 15378(b)(4) of CEQA guidelines.

Sustainability: The acquisition and subsequent development of the site is in keeping with the City's sustainability goal of increasing infill development.

Commission/Committee Action: On March 17, 2014 by Resolution 2014-009, the RASA Oversight Board reviewed the appraisal report, accepted the appraiser's determination setting the purchase price for the Property at $1.64 million, and authorized the sale of the Property to the City for the purchase price.

The Oversight Board Resolution was submitted to the State Department of Finance (DOF) as required. By letter dated June 13, 2014, DOF did not object to the sale but imposed the requirement

that each taxing entity enter into a compensation agreement before the property could be transferred. The compensation agreements have been approved and executed by all of the affected taxing entities.

Rationale for Recommendation: The Property is recommended for acquisition by the City as a gateway location to the City and is part of the overall development plans for the former Downtown Plaza area, adjacent to the ESC. The approved ESC agreements outline the City's investment to the ESC project and included the contribution of the Property to SBH Downtown LLC. The City's acquisition of the Property from RASA is required to fulfill this part of the City's obligation.

However, the Property cannot transfer to the City until DOF approves the required Long Range Property Management Plan which outlines the disposition approach for all of the RASA-owned properties. This Plan was submitted to DOF for a second review in June 2015. Approval of the Plan is anticipated within the next few months. It is anticipated that the transfer will occur by the end of 2015.

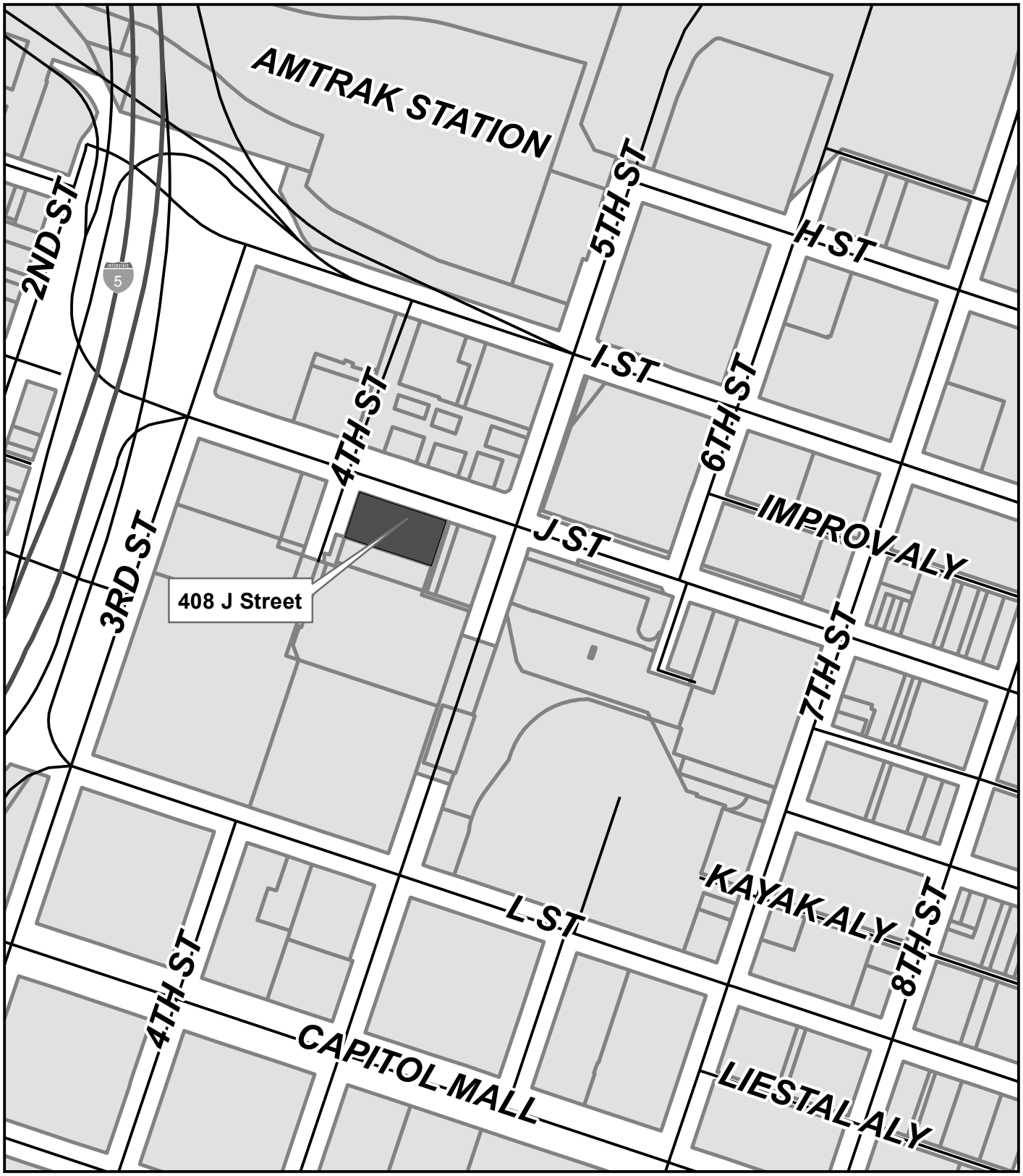
Financial Considerations: On March 17, 2014, the RASA Oversight Board accepted the determination of value for the Property as of June 2011 at $1.64 million. Pursuant to the requirements of the dissolution legislation the City may retain properties for future development as long as the City reaches a compensation agreement with the taxing entities providing that each taxing entity would receive its share of the sales proceeds at the same rate as their share of the former redevelopment property tax distribution as determined by the County Auditor-Controller (Auditor

RASA staff has secured the agreement from the necessary taxing entities, i.e., Sacramento City Unified School District, Los Rios Community College District, Sacramento-Yolo Mosquito Vector Control District, Sacramento County Office of Education, and the County of Sacramento and these agreements are included as Exhibit A to the resolution. If the City Council approves the acquisition of the Property, the funds will be provided to the Auditor who would then make the distribution to each of the taxing entities. The City is considered one of the taxing entities and will receive approximately 20% as part of the Auditor's distribution of the sale proceeds.

The source of funding for Property acquisition is resources in the Arco Arena Debt Service Fund (Fund 4010) that resulted from the April 2005 payoff of a Risk Fund loan by the former owners of the Kings. Interest paid per the terms of the Risk Fund loan in excess of the City's Pool A interest rate, totaling $1.7 million, was deposited in the Arco Arena Debt Service Fund (Fund 4010) and has subsequently earned interest totaling approximately $475,000 over the past ten years. After the purchase of the Property, the remaining balance of these resources will be approximately $550,000.

Because debt service funds should not be used for capital expenditures, the resources will be transferred from Fund 4010 to the Innovation and Growth Fund (Fund 2031). An appropriation will be established in the Innovation and Growth Fund for the acquisition. Once the acquisition has been completed, the amount due to the City as a taxing entity (approximately 20% or an estimated $328,000) will be redeposited into the Innovation and Growth Fund.

Local Business Enterprise (LBE): Not applicable.



Feet
0 250 500 1,000

N

408 J Street
Sacramento, CA
95814

RESOLUTION NO. 2015-

Adopted by

Redevelopment Agency Successor Agency

September 1, 2015

SALE OF RASA-OWNED PARCEL AT 408 J STREET

BACKGROUND:

A. Under Health and Safety Code Section 34181(a), the Redevelopment Agency Successor Agency (RASA) is to dispose all of the property interests of the former Redevelopment Agency.

B. On March 17, 2014, the Oversight Board for RASA authorized the sale of 408 J Street to the City of Sacramento (City) to allow the City to retain the property for future development.

C. Health and Safety Code Section 34180(f) allows the City to retain Redevelopment Agency properties that are designated for future development by paying taxing entities their share of the value of the property under the terms of a compensation agreement. If the market value is disputed and an agreement cannot be reached, the Oversight Board has the authority to set the value as of June 2011, when the dissolution law was enacted, based on an appraisal.

D. An appraisal of the value of 408 J Street as of June 2011 has been prepared by an independent appraiser approved by the Oversight Board. The appraiser selected is on the City's on-call list of appraisers. The Oversight Board and the State Department of Finance have approved of the sale and the taxing entities have accepted the appraised value of the property.

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

Section 1. The sale of 408 J Street (APN 006-0087-054) for $1.64 million to the City of Sacramento is hereby approved contingent on the final approval by the State Department of Finance of the Long Range Property Management Plan which designates the 408 J Street property as eligible to be retained by the City for future development.

Section 2. The City Manager on behalf of RASA is authorized to execute the grant deed and any other required documents to transfer the 408 J Street property to the City of Sacramento.

RESOLUTION NO. 2015-

Adopted by the Sacramento City Council

September 1, 2015

ACQUISITION OF 408 J STREET AND EXECUTION OF COMPENSATION AGREEMENTS

BACKGROUND:

A. The City of Sacramento desires to retain the property located at 408 J Street, which was previously owned by the Redevelopment Agency of the City of Sacramento, for future development as authorized under Health and Safety Code section 34180(f).

B. The Redevelopment Agency Successor Agency has obtained all of the required approvals from its Oversight Board and the taxing entities to sell the 408 J Street parcel to the City of Sacramento for $1.64 million, based on an appraisal of the property as of June 2011.

C. The City Council previously approved the transfer of the 408 J Street property to the SBH Downtown LLC as part of the financing for the Entertainment and Sports Complex.

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

Section 1. The purchase of 408 J Street (APN 006-0087-054) for $1.64 million is hereby approved. The City Manager or his designee is authorized to execute the Certificate of Acceptance.

Section 2. The City Manager or his designee is authorized to execute the Compensation Agreements with the taxing entities included as Exhibit A to this resolution.

Section 3. The Fiscal Year 2015/16 expenditure budget is amended to transfer $1.64 million from the Arco Arena Debt Service Fund (Fund 4010) to the Innovation and Growth Fund (Fund 2031) and to provide expenditure authority to disburse $1.64 million from the Innovation and Growth Fund (Fund 2031) to the County Auditor-Controller.

Section 4. The City Manager is directed to deposit the City's share of the 408 J Street sale proceeds received from the County Auditor-Controller to the Innovation and Growth Fund (Fund 2031).

Exhibit A: Compensation Agreements for 408 J Street

COMPENSATION AGREEMENT FOR
CITY RETAINED REDEVELOPMENT AGENCY PROPERTY AT 408 J STREET

This COMPENSATION AGREEMENT ("Agreement") is made and entered into as of _____, 2015 ("Effective Date") by and between the CITY OF SACRAMENTO, a municipal corporation ("CITY"), and the LOS RIOS COMMUNITY COLLEGE DISTRICT, a _____ ("TAXING ENTITY") with regard to CITY's purchase of real property owned by the Redevelopment Agency Successor Agency.

BACKGROUND

A. AB X1 26 (Blumenfield), which was enacted on June 28, 2011 as Chapter 5 of Statutes of 2011 (the "Dissolution Law"), was upheld by the ruling of the California Supreme Court in the case *California Redevelopment Association et al., v. Matosantos et al.*, issued on December 29, 2011. Under AB X1 26, Section 34172(a)(1) was added to the Health and Safety Code (HSC) and provides that all redevelopment agencies in the state were dissolved as a legal entity, and the effective date of the such dissolution was set as February 1, 2012, per the ruling in the *Matosantos* case. AB 1484 (Committee on Budget), a Budget Trailer bill, enacted on June 27, 2012 as Chapter 26, Statutes of 2012, made technical and substantive changes to AB X1 26.

B. On January 31, 2012, by Resolution No. 2012-018, the City Council of the City of Sacramento elected to serve as the Redevelopment Agency Successor Agency (RASA) to the prior Redevelopment Agency of the City of Sacramento (Agency) for its non-housing assets and liabilities. On that same date, by Resolution No. 2012-001, the City Council acting as the governing board for the Agency approved the transfer of all of the Agency's non-housing assets to the CITY in its capacity as RASA. The CITY, in its capacity as RASA, received title to all of the Agency's real property assets, other than properties purchased by the Agency with its low and moderate income housing set-aside funds, which properties are restricted for development for affordable housing.

C. HSC Section 34180 requires that certain actions of RASA must first be approved by the Oversight Board, which was established pursuant to HSC Section 34179 as of April 16, 2012. One of the actions requiring Oversight Board approval is the CITY's retention of Agency properties for future redevelopment activities. Under subsection (f) of HSC Section 34180, the transfer of Agency property from RASA to the CITY requires CITY to make payment to the other taxing entities for their share of the base property tax for the fair market value of the property based on a June, 2011 valuation date, as determined by an independent appraiser approved by the Oversight Board, under the terms of a compensation agreement.

D. On September 16, 2013, by Resolution No. 2013-0009, the Oversight Board reviewed the City's solicitation process and the qualifications of the proposed appraisers and approved Craig Owyang Real Estate as one of the three appraisers to value properties held by RASA.

E. Craig Owyang Real Estate ("Appraiser") prepared an appraisal of the property located at 408 J Street, Assessor Parcel No. 006-0087-054, (the "Property") and issued its report on February 13, 2014. The Property is vacant, with a depth of 110 feet and a width of 211 feet and measures approximately 23,218 sq. ft. or 0.53 acres. The southern portion of the Property is burdened by a 46' wide access easement to the abutting parking garage, which encumbers a total of 62 sq. ft., and a 10 foot "no build" easement along the southern perimeter of the Property. As a result the net usable area of the Property is approximately 16,403 sq. ft. or 0.38 acres. The Appraiser determined that the fair market value of the Property based on its current zoning was One Million Six Hundred and Forty Thousand Dollars ($1,640,000) as of June, 2011.

F. On March 17, 2014, the Oversight Board, under its authority set forth on HSC Section 34181(a), by Resolution No. 2014-0009, reviewed the appraisal report and accepted the Appraiser's determination, set the purchase price for the Property at $1,640,000 (the "Purchase Price"), and authorized the sale of the Property to the City for the Purchase Price. The Oversight Board agenda for this asset transfer was posted at least 10 days prior to the meeting in accordance with HCS Section 34181(f) and no comments from the public were received.

G. The Oversight Board Resolution No. 2014-0009 was submitted to the State Department of Finance (DOF) for approval. By letter dated June 13, 2014, DOF did not object to the sale or the appraised value of the Property, but imposed the requirement that each taxing entity enter into this Compensation before the Property can be transferred.

H. The City of Sacramento intends to acquire the Property at the Purchase Price set by the Oversight Board. In accordance with HSC Section 34177(e), the CITY will be required to pay the County Auditor Controller the Purchase Price for the Property in the amount to be distributed to the other taxing entities. TAXING ENTITY will be paid by the County for their share of the Purchase Price for the Property based on their share of the base property tax as set forth on HSC Section 34188 for the tax rate where the Property is located.

NOW, THEREFORE, in consideration of the information in the Background and the mutual commitments as hereinafter set forth, the CITY and TAXING ENTITY enter into this Agreement as follows:

AGREEMENT

In consideration that CITY will pay the County Auditor Controller the Purchase Price for the Property in the amount to be distributed by the County to all of the taxing entities in accordance with the provisions of the Dissolution Law, TAXING ENTITY agrees to accept the Oversight Board's determination of the Purchase Price for the Property and consents to the sale of the Property by the Redevelopment Successor Agency to the CITY.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the Effective Date.

CITY OF SACRAMENTO

By: _____
John F. Shirey
City Manager

Approved As To Form:

By _____
Senior Deputy City Attorney

Attest:

By_____
Assistant City Clerk

LOS RIOS COMMUNITY COLLEGE DISTRICT

By: Brian King
Dr. Brian King
Chancellor

COMPENSATION AGREEMENT FOR
CITY RETAINED REDEVELOPMENT AGENCY PROPERTY AT 408 J STREET

This COMPENSATION AGREEMENT ("Agreement") is made and entered into as of _____, 2015 ("Effective Date") by and between the CITY OF SACRAMENTO, a municipal corporation ("CITY"), and the SACRAMENTO COUNTY OFFICE OF EDUCATION, a _____ ("TAXING ENTITY") with regard to CITY's purchase of real property owned by the Redevelopment Agency Successor Agency.

BACKGROUND

A. AB X1 26 (Blumenfield), which was enacted on June 28, 2011 as Chapter 5 of Statutes of 2011 (the "Dissolution Law"), was upheld by the ruling of the California Supreme Court in the case *California Redevelopment Association et al., v. Matosantos et al.*, issued on December 29, 2011. Under AB X1 26, Section 34172(a)(1) was added to the Health and Safety Code (HSC) and provides that all redevelopment agencies in the state were dissolved as a legal entity, and the effective date of the such dissolution was set as February 1, 2012, per the ruling in the *Matosantos* case. AB 1484 (Committee on Budget), a Budget Trailer bill, enacted on June 27, 2012 as Chapter 26, Statutes of 2012, made technical and substantive changes to AB X1 26.

B. On January 31, 2012, by Resolution No. 2012-018, the City Council of the City of Sacramento elected to serve as the Redevelopment Agency Successor Agency (RASA) to the prior Redevelopment Agency of the City of Sacramento (Agency) for its non-housing assets and liabilities. On that same date, by Resolution No. 2012-001, the City Council acting as the governing board for the Agency approved the transfer of all of the Agency's non-housing assets to the CITY in its capacity as RASA. The CITY, in its capacity as RASA, received title to all of the Agency's real property assets, other than properties purchased by the Agency with its low and moderate income housing set-aside funds, which properties are restricted for development for affordable housing.

C. HSC Section 34180 requires that certain actions of RASA must first be approved by the Oversight Board, which was established pursuant to HSC Section 34179 as of April 16, 2012. One of the actions requiring Oversight Board approval is the CITY's retention of Agency properties for future redevelopment activities. Under subsection (f) of HSC Section 34180, the transfer of Agency property from RASA to the CITY requires CITY to make payment to the other taxing entities for their share of the base property tax for the fair market value of the property based on a June, 2011 valuation date, as determined by an independent appraiser approved by the Oversight Board, under the terms of a compensation agreement.

D. On September 16, 2013, by Resolution No. 2013-0009, the Oversight Board reviewed the City's solicitation process and the qualifications of the proposed appraisers and approved Craig Owyang Real Estate as one of the three appraisers to value properties held by RASA.

E. Craig Owyang Real Estate ("Appraiser") prepared an appraisal of the property located at 408 J Street, Assessor Parcel No. 006-0087-054, (the "Property") and issued its report on February 13, 2014. The Property is vacant, with a depth of 110 feet and a width of 211 feet and measures approximately 23,218 sq. ft. or 0.53 acres. The southern portion of the Property is burdened by a 46' wide access easement to the abutting parking garage, which encumbers a total of 62 sq. ft., and a 10 foot "no build" easement along the southern perimeter of the Property. As a result the net usable area of the Property is approximately 16,403 sq. ft. or 0.38 acres. The Appraiser determined that the fair market value of the Property based on its current zoning was One Million Six Hundred and Forty Thousand Dollars ($1,640,000) as of June, 2011.

F. On March 17, 2014, the Oversight Board, under its authority set forth on HSC Section 34181(a), by Resolution No. 2014-0009, reviewed the appraisal report and accepted the Appraiser's determination, set the purchase price for the Property at $1,640,000 (the "Purchase Price"), and authorized the sale of the Property to the City for the Purchase Price. The Oversight Board agenda for this asset transfer was posted at least 10 days prior to the meeting in accordance with HCS Section 34181(f) and no comments from the public were received.

G. The Oversight Board Resolution No. 2014-0009 was submitted to the State Department of Finance (DOF) for approval. By letter dated June 13, 2014, DOF did not object to the sale or the appraised value of the Property, but imposed the requirement that each taxing entity enter into this Compensation before the Property can be transferred.

H. The City of Sacramento intends to acquire the Property at the Purchase Price set by the Oversight Board. In accordance with HSC Section 34177(e), the CITY will be required to pay the County Auditor Controller the Purchase Price for the Property in the amount to be distributed to the other taxing entities. TAXING ENTITY will be paid by the County for their share of the Purchase Price for the Property based on their share of the base property tax as set forth on HSC Section 34188 for the tax rate where the Property is located.

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the Effective Date.

CITY OF SACRAMENTO

By: _____
John F. Shirey
City Manager

Approved As To Form:

By _____
Senior Deputy City Attorney

Attest:

By_____
Assistant City Clerk

SACRAMENTO COUNTY OFFICE OF EDUCATION

By: David W. Gordon 11/3/14
David W. Gordon
Sacramento County
Superintendent of Schools

408 J Street

Sales Proceeds $1,640,000
(Based on 6/2011 Appraised Value)

District Name	Downtown TRA%	TRA allocation	ERAF Shift %	ERAF Shift Allocation	Estimated Distribution
Los Rios Community College	0.0298021	$48,875		$47,370	$96,245
Sacramento City Unified	0.2573732	$422,092		$376,800	$798,892
County General	0.3590050	$588,768	49.73%	-$292,823	$295,945
County Juvenile Hall	0.0004519	$741			$741
County Regional Occup Center	0.0007849	$1,287			$1,287
County Infant Dev-Phys Handicapp	0.0000475	$78			$78
County Infant Dev-Mentally Hand	0.0000475	$78			$78
County-Children's Institutions	0.0036629	$6,007			$6,007
County - Dev Center Handicapped	0.0011892	$1,950			$1,950
County Wide Equalization	0.0010703	$1,755			$1,755
County Supt-Administration	0.0021169	$3,472			$3,472
Sacramento-Yolo Mosquito Control	0.0070878	$11,624			$11,624
City of Sacramento	0.3373608	$553,272	23.74%	-$131,347	$421,925
	1.0000000	$1,640,000		$0	$1,640,000

County of Sacramento ERAF Shift

ERAF Shift $	$228,945,353
Gross Revenue	$460,331,414
ERAF Shift %	**49.73%**

City of Sacramento ERAF Shift

ERAF Shift $	29,267,568
Gross Revenue	123,283,460
ERAF Shift %	**23.74%**

ERAF Shift Allocation

City of Sacramento	131,347
County of Sacramento	292,823
Total ERAF Shift	424,170
Los Rios Community College	(47,370)
Sacto City Unified	(376,800)
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BACKGROUND

A. AB X1 26 (Blumenfield), which was enacted on June 28, 2011 as Chapter 5 of Statutes of 2011 (the "Dissolution Law"), was upheld by the ruling of the California Supreme Court in the case *California Redevelopment Association et al., v. Matosantos et al.*, issued on December 29, 2011. Under AB X1 26, Section 34172(a)(1) was added to the Health and Safety Code (HSC) and provides that all redevelopment agencies in the state were dissolved as a legal entity, and the effective date of the such dissolution was set as February 1, 2012, per the ruling in the *Matosantos* case. AB 1484 (Committee on Budget), a Budget Trailer bill, enacted on June 27, 2012 as Chapter 26, Statutes of 2012, made technical and substantive changes to AB X1 26.

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CITY OF SACRAMENTO

By: _____
John F. Shirey
City Manager

SACRAMENTO-YOLO MOSQUITO AND VECTOR CONTROL DISTRICT

By: _____
Gary W. Goodman
Manager

Approved As To Form:

By _____
Senior Deputy City Attorney

Attest:

By_____
Assistant City Clerk

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RECITALS

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AGREEMENT

1. Incorporation of Recitals. The aforementioned Recitals are true and correct and are incorporated into the agreement by this reference.

2. Consideration, Consent to Sale. In consideration that CITY will pay the Auditor the Purchase Price for the Property in the amount to be distributed by the Auditor to all of the taxing entities in accordance with the provisions of the Dissolution

Law, and which is further defined in Health and Safety Code sections 34191.5(c)(2)(B) and 34188, the TAXING ENTITY agrees to accept the Oversight Board's determination of the Purchase Price for the Property and consents to the sale of the Property by the Redevelopment Successor Agency to the CITY.

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By: _____
John F. Shirey
City Manager

Approved As To Form:

By _____
Senior Deputy City Attorney

Attest:

By_____
Assistant City Clerk

COUNTY OF SACRAMENTO

By: _____
Name: Bradley J. Hudson
Title: County Executive

Reviewed and Approved:

By_____
Stephanie G. Percival
Deputy County Counsel

408 J Street

Sales Proceeds $1,640,000
(Based on 6/2011 Appraised Value)

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CITY OF SACRAMENTO

By: _____
John F. Shirey
City Manager

Approved As To Form:

By _____
Senior Deputy City Attorney

Attest:

By_____
Assistant City Clerk

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

By: _____
Gerardo Castillo, CPA
Interim Chief Business Officer

Meeting Date: **9/1/2015**

Report Type: Consent

Report ID: 2015-00009

City of SACRAMENTO 08

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Title: Abandon Formation Proceedings for Sacramento Streetcar Community Facilities District No. 2015-01

Location: District 4

Recommendation: Pass a Resolution abandoning proceedings related to the formation of the Sacramento Streetcar Community Facilities District No. 2015-01.

Contact: Sheri Smith, Program Specialist, (916) 808-7204; Mark Griffin, Program Manager, (916) 808-8788, Department of Finance

Presenter: None

Department: Finance

Division: Public Improvement Finance

Dept ID: 06001321

Attachments:

1-Description/Analysis

2-Background

3-Schedule of Performances

4-Resolution

City Attorney Review

Approved as to Form
Joseph Cerullo
8/26/2015 5:58:50 PM

Approvals/Acknowledgements

Department Director or Designee: Leyne Milstein - 8/19/2015 1:10:40 PM

Description/Analysis

Issue Detail: On February 24, Council passed Resolution No. 2015-0053 calling a special mailed-ballot election on two proposals for financing the construction of the Sacramento Streetcar: the levy of a special tax within the boundaries of the CFD, and the issuance of $38 million in bonds supported exclusively by the special tax. On July 14, Council passed Resolution No. 2015-0216 declaring the results of the mailed-ballot election: the questions failed to receive approval by the required two-thirds of the votes cast upon them. As required by law, it is recommended that Council adopt a resolution abandoning the formation of the CFD.

Policy Considerations: The procedures relative to the CFD formation and election are set forth in the Mello-Roos Community Facilities Act of 1982 (Government Code sections 53311 through 53368.3).

Environmental Considerations: Under the California Environmental Quality Act Guidelines, abandoning the formation of the CFD does not constitute a project and is thus exempt from review. (14 Cal. Code Regs. § 15061(b)(3) & (b)(4); § 15378(b)(5).)

Rationale for Recommendation: Because the voters failed to approve the special tax, section 53329 of the Mello-Roos Community Facilities Act of 1982 prohibits the City from taking any further action concerning the tax for at least one year.

Financial Considerations: The total project cost is $150 million, and the estimated sources and uses of funds are outlined in the Background section of this report. Proceeds of approximately $30 million were anticipated from the CFD through a bond sale or other financing mechanism supported by the CFD's special tax. Another financing mechanism will need to be identified, as no special-tax revenue from this CFD will be available for the project.

Local Business Enterprise (LBD): Not applicable.

Background

The City has been working in cooperation with the City of West Sacramento, the Sacramento Regional Transit District, the Yolo County Transportation District, and the Sacramento Area Council of Governments to complete the engineering, environmental analysis, and special studies necessary to seek $75 million in grant funding through the Federal Transit Administration (the FTA) to help fund the Downtown/Riverfront Streetcar Starter Line. The FTA "Small Starts" grant funding under consideration requires a 50% non-federal match. The current funding plan assumes $30 million in funding from the proposed Sacramento Streetcar Community Facilities District No. 2015-01 (the CFD) as part of this match.

The proposed boundaries of the CFD run through downtown and midtown, and, since more than 12 registered voters reside within the proposed CFD, state law requires that the election on the proposed special tax be by those registered voters, not by the property owners. On January 20, 2015, Council approved the Resolution of Intention to begin CFD formation proceedings and directed staff to submit an advisory question to the property owners regarding formation of the CFD. The property owners' advisory responses were opened in a public forum on February 17, 2015, and 67.65% were positive.

On February 24, 2015, Council called for a special mailed-ballot election of the registered voters. Ballots were returned on June 2, 2015, and the voters failed to approve the tax by the required two-thirds margin.

Project Information

The Streetcar project is a proposed 3.3-mile line that will extend from the West Sacramento Civic Center, past Old Sacramento, through Downtown, and to the City of Sacramento's Midtown entertainment-and-retail district. Streetcar stops will be spaced approximately every three blocks, creating access to Sacramento destinations such as the Sacramento Valley Station, the Downtown Entertainment and Sports Center, the Sacramento Community Center Theater, the State Capitol Building, and the Sacramento Convention Center, as well as to offices, major hotels, restaurants, retail shops, and other amenities along the streetcar line.

Financing Information

As shown in the table below, the total project is estimated to cost $150 million to construct and is anticipated to be funded with a combination of federal, state, and local funds. Before the election, this funding was anticipated to include $30 million from the CFD.

Sources	
Federal Transit Administration	$75,000,000
City of West Sacramento	$25,000,000
State of California	$10,000,000
County of Sacramento	$3,000,000
City of Sacramento	$7,000,000
Community Facilities District	$30,000,000
	$150,000,000
Uses	
Guideway and Track Elements	$14,902,000
Stations/Stops	$2,103,000
Maintenance Facility	$15,852,000
Site work and Special Conditions	$20,156,000
Systems (e.g., power, controls, signals)	$26,094,000
Vehicles	$31,533,000
Professional Services (engineering, construction admin, legal, surveys)	$25,336,000
Unallocated Contingency	$14,024,000
	$150,000,000

Since funds will not be available from the CFD, other financing mechanisms will need to be identified for the project.

SCHEDULE OF FORMATION PROCEEDINGS

SACRAMENTO STREETCAR COMMUNITY FACILITIES DISTRICT NO. 2015-01
CITY OF SACRAMENTO, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

January 20, 2015 City Council – Initiate Proceedings

- Pass Resolution of Intention to Form CFD and Levy Special Tax (sets hearing date and approves boundary map)
- Pass Resolution Declaring the Necessity to Incur Bonded Indebtedness
- Submit Property Owner Advisory Question

January 21, 2015 Record Boundary Map

February 12, 2015 Publish Notice of Hearing

February 17, 2015 Public Opening of Advisory Question Ballots

February 24, 2015 City Council – Public Hearing and Notice for a Special Election

If Advisory Question Response is Favorable:

- Conduct Public Hearing
- Pass Resolutions approving various Joint Community Facilities Agreements (if needed)
- Pass Resolution of Formation
- Pass Resolution to Incur Debt
- Pass Resolution Calling Special Election

If Advisory Question Response is Not Favorable:

- Conduct Public Hearing
- Pass Resolution Abandoning Proceedings

June 2, 2015 Special Election Ballots Due

July 14, 2015 City Council

- Pass Resolution Declaring Results of Special Election

September 1, 2015

- **Pass Resolution Abandoning Formation Proceedings**

RESOLUTION NO. 2015-XXXX

Adopted by the Sacramento City Council

September 1, 2015

ABANDONDING PROCEEDINGS FOR, AND RESCINDING CERTAIN RESOLUTIONS RELATING TO, SACRAMENTO STREETCAR COMMUNITY FACILITIES DISTRICT NO. 2015-01, CITY OF SACRAMENTO, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

BACKGROUND

A. On Tuesday, January 20, 2015, the City Council duly adopted Resolution No. 2015-0014 (the "**Resolution of Intention**") and Resolution No. 2015-0015 (the "**Resolution to Incur Bonded Indebtedness**"), thereby initiating proceedings to form a community facilities district under the Mello-Roos Community Facilities Act of 1982, set forth at Government Code sections 53311 through 53368.3 (the "**Act**"), to be known and designated as "Sacramento Streetcar Community Facilities District No. 2015-01, City of Sacramento, County of Sacramento, State of California" (the "**CFD**").

B. As required by Streets and Highways Code section 3110, in the Resolution of Intention the City Council approved the boundary map for the CFD, titled "Boundary Map, Sacramento Streetcar Community Facilities District No. 2015-01, City of Sacramento, County of Sacramento, State of California" (the "**Boundary Map**"). The Boundary Map was recorded on January 28, 2015, in Book 118 at Page 0006 of the Book of Maps of Assessment and Community Facilities Districts maintained by the Sacramento County Clerk/Recorder.

C. Both the Resolution of Intention and the Resolution to Incur Bonded Indebtedness fixed February 24, 2015, at 6:00 p.m. as the date and time for a public hearing on the matters proposed in each (collectively, the "**Public Hearing**").

D. At the close of the Public Hearing on February 24, 2015, the City Council determined that there was no majority protest under section 53324 of the Act.

E. At the conclusion of the Public Hearing, and as authorized by sections 53325.1 and 53351 of the Act, respectively, the City Council duly adopted Resolution No. 2015-0051 establishing the CFD (the "**Resolution of Formation**") and Resolution No. 2015-0052 deeming it necessary to incur bonded indebtedness (the "**Resolution Deeming it Necessary to Incur Bonded Indebtedness**").

F. The City Council duly submitted the authorizations in the Resolution of Formation and the Resolution Deeming it Necessary to Incur Bonded Indebtedness to the qualified electors of the CFD in a special mailed-ballot election held within the boundaries of the CFD on June 2, 2015 (the "**Election**").

G. The City Council has determined that less than two-thirds of the votes cast in the Election were in favor of the authorizations in the Resolution of Formation and the Resolution Deeming it Necessary to Incur Bonded Indebtedness.

H. As a result, the City Council has no authority to levy the special tax authorized by the City Council in the Resolution of Formation or to incur the debt authorized by the City Council in the Resolution Deeming it Necessary to Incur Bonded Indebtedness.

I. The City Council has determined to abandon any further proceedings for the CFD and to rescind the Resolution of Intention, Resolution to Incur Bonded Indebtedness, Resolution of Formation and Resolution Deeming it Necessary to Incur Bonded Indebtedness.

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

Section 1. The City Council finds that the statements in the Background are true.

Section 2. The City Council hereby (a) abandons any further proceedings for the CFD and (b) rescinds the Resolution of Intention, the Resolution to Incur Bonded Indebtedness, the Resolution of Formation, and the Resolution Deeming it Necessary to Incur Bonded Indebtedness.

Section 3. The City Clerk is authorized and directed to record a copy of this resolution with the Sacramento County Clerk/Recorder as required by Streets and Highways Code section 3117.

Section 4. This resolution takes effect when adopted.

Meeting Date: **9/1/2015**

Report Type: Consent

Report ID: 2015-00726

City of SACRAMENTO 09

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Title: Authority to Collect and Examine Utility Users Tax on Prepaid Wireless

Location: Citywide

Recommendation: Pass 1) a Resolution authorizing the City Manager to execute an agreement with the State Board of Equalization for implementation of the Local Prepaid Mobile Telephony Services Collection Act; and 2) a Resolution authorizing the examination of prepaid mobile telephony services surcharge and local charge records.

Contact: Brad Wasson, Revenue Manager, (916) 808-5844, Department of Finance

Presenter: None

Department: Finance
Division: Revenue Administration
Dept ID: 06001211
Attachments:
1-Description/Analysis
2-Resolution (Authority to Execute Agreement)
3-Resolution (Authority to Examine Records)
4-Agreement for Prepaid Wireless
5-Certification

City Attorney Review

Approved as to Form
Steve Itagaki
8/20/2015 10:01:34 AM

Approvals/Acknowledgements

Department Director or Designee: Leyne Milstein - 8/10/2015 1:34:33 PM

Description/Analysis

Issue Detail: The city's utility user tax (UUT) on wireless telecommunication services is required to be collected from the user by the wireless service providers. (SCC 3.32.030.C.) For subscription services, the UUT is usually collected from the user by a charge on the user's monthly invoices. In contrast to this arrangement, users who purchase prepaid wireless telecommunication services usually avoid paying any UUT because there is no contract with the service providers and the prepaid wireless services are usually sold by retailers, not service providers themselves. It is estimated that approximately 70% of all prepaid wireless services are sold by retailers. Since the City is not receiving the UUT for these transactions, we experience a significant loss of revenue. Additionally, prepaid and postpaid wireless telecommunication service users are treated disparately and the burden of the UUT is not equally shared among all telephone users.

Policy Considerations: Beginning January 1, 2016, AB 1717 will take effect and solve the collection problem by requiring California retailers and online sellers of prepaid wireless telecommunication services to collect the local UUT at the same time it collects sales tax on its other retail products, at the point of sale. Under this new law, these charges will be administered and collected by the California State Board of Equalization (BOE). In order to receive the UUT imposed on consumers of prepaid wireless telecommunication service, all local jurisdictions must contract with the BOE for the collection services and certify that the City's ordinance applies its UUT to prepaid mobile telephony services. (Pub. Util. Code § 42101.5.)

Economic Impacts: None.

Environmental Considerations: This action is not a project that is subject to the California Environmental Quality Act (CEQA) because it is an administrative activity and relates to government fiscal activities that do not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment (CEQA Guidelines § 15378(b)(2) and (b)(4)).

Sustainability: Not applicable.

Commission/Committee Action: None.

Rationale for Recommendation: Adoption of these resolutions will enable the City to enter into an agreement with the BOE to collect the City's UUT on prepaid wireless telecommunication services and thus ensure wireless users are taxed equally.

Financial Considerations: Any revision to the FY2015/16 budgeted UUT will be evaluated and if necessary adjusted with the Midyear Budget report.

Local Business Enterprise (LBE): Not applicable to agreements with other governmental agencies.

RESOLUTION NO. _____

A RESOLUTION OF THE City of Sacramento (Local Jurisdiction)
AUTHORIZING the City Manager (Title of Authorized Position) **TO EXECUTE**
AGREEMENT WITH THE STATE BOARD OF EQUALIZATION FOR IMPLEMENTATION OF THE LOCAL PREPAID MOBILE TELEPHONY SERVICES COLLECTION ACT

WHEREAS, on 9/1/2015 (Date), the City of Sacramento (Local Jurisdiction) certified that Ordinance No. 3.32 applies its local charge(s) (access to 911 or communication services and/or utility user tax) to prepaid mobile telephony services; and

WHEREAS, the Local Prepaid Mobile Telephony Services Collection Act, mandates the Board of Equalization (Board) to administer and collect the local charges for all applicable local jurisdictions (Rev. & Tax Code section 42103); and

WHEREAS, the Board will perform all functions incident to administration and collection of the local charges for the City of Sacramento (Local Jurisdiction); and

WHEREAS, the Board requires that the City of Sacramento (Local Jurisdiction) enter into an "Agreement for State Collection and Administration of Local Charges" prior to implementation of the Local Prepaid Mobile Telephony Services Collection Act, and

Whereas, the Board requires that the City of Sacramento (Local Jurisdiction) authorize the agreement;

NOW, THEREFORE BE IT RESOLVED by the City of Sacramento (Local Jurisdiction) that the attached "Agreement for State Collection and Administration of Local Charges" is hereby approved and the the City Manager (Title of Authorized Position) is hereby authorized to execute the agreement.

* * * * * * *

The foregoing resolution was introduced and adopted at a regular meeting of the City of Sacramento
Local Jurisdiction
held on 9/1/2015, by the following vote:
Date

AYES: _____

NOES: _____

ABSENT: _____

DATED: _____

ATTEST: (s) _____ (s) _____
(Printed Name & Title) (Printed Name & Title)

Attachment 2

RESOLUTION NO.

Adopted by the Sacramento City Council

AUTHORIZING THE EXAMINATION OF PREPAID MOBILE TELEPHONY SERVICES SURCHARGE AND LOCAL CHARGE RECORDS

BACKGROUND

A. **WHEREAS**, pursuant to chapter 3.32 of the Sacramento City Code (Utility User Tax) and the Local Prepaid Mobile Telephony Services Collection Act, the City of Sacramento, hereinafter called Local Jurisdiction, entered into a contract with the State Board of Equalization, hereafter referred to as the Board, to perform all functions incident to the administration and collection of the prepaid mobile telephony services surcharge and local charges (Rev. & Tax. Code, § 42101.5); and

B. **WHEREAS**, the Local Jurisdiction deems it desirable and necessary for authorized representatives of the Local Jurisdiction to examine confidential prepaid mobile telephony services surcharge and local charge records pertaining to the prepaid mobile telephony services surcharge and local charges collected by the Board for the Local Jurisdiction pursuant to that contract;

C. **WHEREAS**, the Board will make available to the Local Jurisdiction any information that is reasonably available to the Board regarding the proper collection and remittance of a local charge of the Local Jurisdiction by a seller, including a direct seller, subject to the confidentiality requirements of Sections 7284.6, 7284.7 and 19542 of the Revenue and Taxation Code; and

D. **WHEREAS**, Sections 42110 and 42103 of the Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of Board of Equalization records and establishes criminal penalties for the unlawful disclosure of information contained in or derived from the prepaid mobile telephony services surcharge and local charge records of the Board;

NOW, THEREFORE IT IS RESOLVED AND ORDERED AS FOLLOWS:

Section 1. That the City Manager or other officer or employee of the Local Jurisdiction designated in writing by the City Manager to the Board is hereby appointed to represent the Local Jurisdiction with authority to examine prepaid mobile telephony services surcharge and local charge records of the Board pertaining to prepaid mobile telephony services surcharge and local charges collected for the Local Jurisdiction by the Board pursuant to the contract between the Local Jurisdiction and the

Board. The information obtained by examination of Board records shall be used only for purposes related to the collection of the Local Jurisdiction's prepaid mobile telephony services surcharge and local charges by the Board pursuant to the contract.

Section 2. That the City Manager and the UUT Tax Administrator (Finance Director) or other officer or employee of the Local Jurisdiction designated in writing by the City Manager to the Board is hereby appointed to represent the Local Jurisdiction with authority to examine those prepaid mobile telephony services surcharge and local charge records of the Board for purposes related to the following governmental functions of the Local Jurisdiction:

a) compliance and enforcement of the utility users tax (local charge)

b) administrative functions set out in City's utility users tax ordinance

c) legal interpretation and enforcement of utility users tax ordinance, including but not limited to refunds and defense of claims against ordinance

The information obtained by examination of Board records shall be used only for those governmental functions of the Local Jurisdiction listed above.

Section 3. That MuniServices, LLC is hereby designated to examine the prepaid mobile telephony services surcharge and local charges records of the Board of Equalization pertaining to prepaid mobile telephony services surcharge and local charges collected for the Local Jurisdiction by the Board. The person or entity designated by this section meets all of the following conditions (Rev. & Tax. Code, § 42110, subd. (b)(2)):

a) has an existing contract with the Local Jurisdiction that authorizes the person to examine the prepaid mobile telephony services surcharge and local charge records;

b) is required by that contract with the Local Jurisdiction to disclose information contained in or derived from, those records only to an officer or employee of the Local Jurisdiction authorized by the resolution to examine the information;

c) is prohibited by that contract from performing consulting services for a seller during the term of that contract;

d) is prohibited by that contract from retaining information

contained in, or derived from, those prepaid mobile telephony services surcharge and local charge records, after that contract has expired.

The contract between the Local Jurisdiction and MuniServices, LLC designated by the Local Jurisdiction to request information from the Board shall be subject to the following limitations (Rev. & Tax. Code, § 42103, subd. (g)):

a) MuniServices, LLC shall, to the same extent as the Board, be subject to Section 55381, relating to unlawful disclosures.

b) the contract between the Local Jurisdiction and MuniServices, LLC shall not provide, in whole or in part, in any manner a contingent fee arrangement as payment for services rendered.

BE IT FURTHER RESOLVED THAT the information obtained by examination of the Board records shall only be used for purposes related to the collection of the Local Jurisdiction's prepaid mobile telephony services surcharge and local charges by the Board pursuant to the contract between the Local Jurisdiction and Board, or for purposes related to other governmental functions of the Local Jurisdiction, as identified above in section 2.

AGREEMENT FOR STATE COLLECTION AND ADMINISTRATION OF LOCAL CHARGES

This Agreement is for the purpose of implementing the Local Prepaid Mobile Telephony Services Collection Act (Part 21.1, commencing with Section 42100) of Division 2 of the Revenue and Taxation Code), hereinafter referred to as the Local Charge Act. The City of Sacramento (Insert name of local jurisdiction) and the State Board of Equalization, hereinafter called the Board, do agree as follows:

ARTICLE I
DEFINITIONS

Unless the context requires otherwise, wherever the following terms appear in this Agreement they shall be interpreted to mean the following:

A. "Administrative Expenses" means all expenses incurred by the Board in the administration and collection of the local charges, including preparation and wind down costs which are reimbursable to the Board from the revenues collected by the Board on behalf of the local jurisdiction.

B. "Contingent Fee" includes, but is not limited to, a fee that is based on a percentage of the tax liability reported on a return, a fee that is based on a percentage of the taxes owed, or a fee that depends on the specific tax result attained.

C. "Direct Seller" means a prepaid Mobile Telephony Service (MTS) provider or service supplier, as defined in section 41007, that makes a sale of prepaid mobile telephony services directly to a prepaid consumer for any purpose other than resale in the regular course of business. A direct seller includes, but is not limited to, a telephone corporation, a person that provides an interconnected Voice over Internet Protocol (VoIP) service, and a retailer as described in section 42004(b)(1).

D. "Local Charges" means a utility user tax imposed on the consumption of prepaid mobile telephony services, as described in section 42102, and charges for access to communication services or to local "911" emergency telephone systems imposed by a local jurisdiction, as described in section 42102.5.

E. "Local Jurisdiction" or "local agency" means a city, county, or city and county, which includes a charter city, county, or city and county of this State, which has adopted an ordinance imposing a local charge of the kind described in Part 21.1 of Division 2 of the Revenue and Taxation Code and has entered into a contract with the Board to perform all functions incident to the collection of the local charges.

F. "Ordinance" means an ordinance of a local jurisdiction imposing a local charge, including any local enactment relating to the filing of a refund or a claim arising under the ordinance, attached hereto, as amended from time to time.

G. "Quarterly local charges" means the total amount of local charges transmitted by the Board to a local jurisdiction for a calendar quarter, as set forth in section 42106(a)(1).

H. "Refund" means the amount of local charges deducted by the Board from a local jurisdiction's quarterly local charges in order to pay that jurisdiction's share of a local charge refund due to one taxpayer.

I. "Section" – all section references are to the Revenue and Taxation Code.

J. "Seller" means a person that sells prepaid mobile telephony service to a person in a retail transaction.

ARTICLE II
BOARD ADMINISTRATION AND COLLECTION OF LOCAL CHARGES

A. Administration. The Board and the local jurisdiction agree that the Board shall perform functions incident to the collection of the local charges from sellers that are not direct sellers.

B. Collection. The Board shall collect the local charges in the same manner as it collects the prepaid MTS Surcharge in the Prepaid Mobile Telephony Services Surcharge Collection Act, subject to specified limitations in the Local Charge Act for which the local jurisdiction is responsible, as set forth in Article III of this Agreement.

C. Audits. The Board's audit duties shall be limited to verification that the seller that is not a direct seller complied with the Local Charge Act.

D. Other applicable laws. The Board and the local jurisdiction agree that all provisions of law applicable to the administration and operation of the Local Charge Act, Prepaid Mobile Telephony Services Surcharge Collection Act, and the Fee Collection Procedures Law (FCPL) shall be applicable to the collection of local charges. References in the FCPL to feepayer include a person required to pay the local charge, including the seller. All future amendments to applicable laws are automatically incorporated into this Agreement.

E. Deposit of Local Charges. All local charges collected by the Board shall be deposited in the Local Charges for Prepaid Mobile Telephony Services Fund in the State Treasury to be held in trust for the local taxing jurisdiction. Local charges shall consist of all taxes, charges, interest, penalties, and other amounts collected and paid to the Board, less payments for refunds and reimbursement to the Board for expenses incurred in the administration and collection of the local charges, including preparation and wind-down costs.

F. Allocation of Expenses. The Board shall allocate the total combined annual expenses incurred for administration and collection pursuant to the Prepaid Mobile Telephony Services Surcharge Collection Act and the Local Charge Act on a pro rata basis according to revenues collected for: (1) the emergency telephone users surcharge portion of the prepaid MTS surcharge, (2) the Public Utilities Commission surcharges

portion of the prepaid MTS surcharge, and (3) local charges. The Board shall charge a local jurisdiction its pro rata share of the Board's cost of collection and administration.

G. Transmittal of money. All local charges collected by the Board shall be transmitted to the local jurisdiction once in each calendar quarter. Transmittals may be made by mail or by deposit to the account of the local jurisdiction in a bank designated by that jurisdiction. The Board shall furnish a statement quarterly indicating the amounts paid and withheld for expenses of the Board.

H. Rules. The Board shall prescribe and adopt such rules and regulations as in its judgment are necessary or desirable for the administration and collection of local charges and the distribution of the local charges collected.

I. Security. The Board agrees that any security which it hereafter requires to be furnished under the FCPL section 55022 will be upon such terms that it also will be available for the payment of the claims of the local jurisdiction for local taxes owing to it as its interest appears. The Board shall not be required to change the terms of any security now held by it, and the local jurisdiction shall not participate in any security now held by the Board.

J. Records of the Board.

1. Information obtained by the local jurisdiction from the examination of the Board's records shall be used by the local jurisdiction only for purposes related to the collection of the prepaid mobile telephony services surcharge and local charges by the Board pursuant to this Agreement.

2. When requested by resolution of the legislative body of a local jurisdiction, the Board shall permit any duly authorized officer or employee or other person designated by that resolution to examine any information for its own jurisdiction that is reasonably available to the Board regarding the proper collection and remittance of a local charge of the local jurisdiction by a seller, including a direct seller, subject to the confidentiality requirements of sections 7284.6, 7284.7 and 19542. (sections 42110(b), 42103(e).).

3. The resolution of the local jurisdiction shall certify that any person designated by the resolution, other than an officer and an employee, meets all of the following conditions:

a. Has an existing contract with the local jurisdiction that authorizes the person to examine the prepaid MTS surcharge and local charge records.

b. Is required by that contract with the local jurisdiction to disclose information contained in or derived from, those records only to an officer or employee of the local jurisdiction authorized by the resolution to examine the information.

c. Is prohibited by that contract from performing consulting services for a seller during the term of that contract.

d. Is prohibited by that contract from retaining information contained in, or derived from, those prepaid MTS surcharge and local charge records, after that contract has expired.

4. Any third party contract between the local jurisdiction and an entity or person authorized by the local jurisdiction to request information from the Board shall be subject to the following limitations:

a. Any third party shall, to the same extent as the Board, be subject to Section 55381, relating to unlawful disclosures.

b. A third party contract shall not provide, in whole or in part, in any manner a contingent fee arrangement as payment for services rendered.

5. Information obtained by examination of Board records shall be used only for purposes related to the collection of the prepaid MTS surcharge and local charges by the board pursuant to the contract, or for purposes related to other governmental functions of the local jurisdiction set forth in the resolution.

6. If the Board believes that any information obtained from the Board's records related to the collection of the prepaid MTS surcharge and local charges has been disclosed to any person not authorized or designated by the resolution of the local jurisdiction, or has been used for purposes not permitted by section 42110(b), the board may impose conditions on access to its local charge records that the board considers reasonable, in order to protect the confidentiality of those records. (section 42110 (c).)

7. The costs incurred by the Board in complying with a request for information shall be deducted by the Board from those revenues collected by the Board on behalf of the local jurisdiction making the request, as authorized by section 42110(b)(1).

ARTICLE III
LOCAL JURISDICTION
ADMINISTRATION AND RESPONSIBILITIES

A. The local jurisdictions shall be solely responsible for all of the following:

1. Defending any claim regarding the validity of the ordinance in its application to prepaid mobile telephony service. The claim shall be processed in accordance with the provisions of the local ordinance that allows the claim to be filed.

2. Interpreting any provision of the ordinance, except to the extent specifically superseded by section 42105 of the Local Charge Act. The claim shall be processed in accordance with the provisions of the local enactment that allows the claim to be filed.

3. Responding to specified consumer claims for refund involving: (1) rebutting the presumed location of the retail transaction; (2) a consumer claim of exemption from the local charge under the ordinance; or (3) any action or claim challenging the validity of a local tax ordinance, in whole or part. The claim shall be processed in accordance with the provisions of the local enactment that allows the claim to be filed.

4. Refunding the taxes in the event a local jurisdiction or local government is ordered to refund the tax under the local ordinance.

5. Reallocating local charges as a result of correcting errors relating to the location of the point of sale of a seller or the known address of a consumer, for up to two past quarters from the date of knowledge.

6. Collecting local charges on prepaid mobile telephony service and access to communication services or access to local 911 emergency telephone systems imposed on direct sellers.

7. Enforcement, including audits, of the collection and remittance of local charges by direct sellers pursuant to the ordinance.

8. The local jurisdiction shall be the sole necessary party defendant on whose behalf the local charge is collected in any action seeking to enjoin collection of a local charge by a seller, in any action seeking declaratory relief concerning a local charge, in any action seeking a refund of a local charge, or in any action seeking to otherwise invalidate a local charge. There shall be no recovery from the State for the imposition of any unconstitutional or otherwise invalid local charge that is collected under the Local Act.

9. Entering into an agreement with the Board to perform the functions incident to the collection of the local charges imposed on sellers that are not direct sellers.

10. Submitting an executed Certification to the Board, certifying that:

(a) the local jurisdiction's ordinance applies the local charge to prepaid mobile telephony services;

(b) the amount of the rate charged for access to local 911 emergency telephone systems or access to communications services complies with the requirements of section 42102.5; and/or applies the tiered rate for the utility user tax, as identified in section 42102.

(c) The local jurisdiction shall further certify that it agrees to indemnify and to hold harmless the Board, its officers, agents, and employees for any and all liability for damages that may result from the Board's collection pursuant to this Agreement.

11. Submitting signed documents to the Board to include agreement(s), certification, copy of ordinance(s), and resolution(s).

12. Providing payment to the Board of the local jurisdiction's pro rata share of the Board's cost of collection and administration as established pursuant to subdivision (e) of section 42020.

ARTICLE IV
LOCAL CHARGES

A. Local Charges – Timeliness – This part shall remain in effect until proposed California Code of Regulations, title 18, section 2460 is adopted by the Board and approved by the Office of Administrative Law.

1. Ordinances in effect as of September 1, 2015.
On or after January 1, 2016, a local charge imposed by a local jurisdiction on prepaid mobile telephony services shall be collected from the prepaid consumer by a seller at the same time and in the same manner as the prepaid MTS surcharge is collected under Part 21 (commencing with section 42001) provided that, on or before September 1, 2015, the local jurisdiction enters into a contract with the Board pursuant to section 42101.5. Thereafter, all subsequently enacted local charges, increases to local charges, or other changes thereto, shall become operative pursuant to paragraphs (2), (3), and (4).

2. New charges. When a local jurisdiction adopts a new local charge after September 1, 2015, the local jurisdiction shall enter into a contract with the Board, pursuant to section 42101.5, on or before December 1st, with collection of the local charge to commence April 1st of the next calendar year.

3. Increases in local charges. When a local jurisdiction increases an existing local charge after September 1, 2015, the local jurisdiction shall provide the Board written notice of the increase, on or before December 1st, with collection of the local charge to commence April 1st of the next calendar year.

4. Inaccurate rate posted on the Board's website. When a local jurisdiction notifies the Board in writing that the rate posted on the Board's Internet Web site (posted rate) for a local charge imposed by that local jurisdiction is inaccurate, including scenarios where the local charge was reduced or eliminated, the recalculated rate applicable to the local jurisdiction shall become operative on the first day of the calendar quarter commencing more than 60 days from the date the Board receives the local jurisdiction's written notification that the posted rate is inaccurate.

A. Local Charges – Timeliness – This part shall take effect and supersede the above "Local Charges – Timeliness section when California Code of Regulations, title 18, section 2460 is adopted by the Board and approved by the Office of Administrative Law.

1. Ordinances in effect as of September 1, 2015. On or after January 1, 2016, a local charge imposed by a local jurisdiction on prepaid mobile telephony services shall be collected from the prepaid consumer by a seller at the same time and in the same manner as the prepaid MTS surcharge is collected under Part 21 (commencing with section 42001) provided that, on or before September 1, 2015, the local jurisdiction enters into a contract with the Board pursuant to section 42101.5.

In the event a local jurisdiction does not enter into a contract with the Board by September 1, 2015, the local jurisdiction may enter into a contract with the Board, pursuant to section 42101.5, on or before December 1st, with collection of the local charge to commence April 1st of the next calendar year. Thereafter, all subsequently

enacted local charges, increases to local charges, or other changes thereto, shall become operative pursuant to paragraphs (2), (3), (4) and (5) of this subdivision.

2. New charges. When a local jurisdiction adopts a new local charge after September 1, 2015, the local jurisdiction shall enter into a contract with the Board, pursuant to section 42101.5, on or before December 1st, with collection of the local charge to commence April 1st of the next calendar year.

3. Increases in local charges. When a local jurisdiction increases an existing local charge after September 1, 2015, the local jurisdiction shall provide the Board written notice of the increase, on or before December 1st, with collection of the local charge to commence April 1st of the next calendar year.

4. Advance written notification. When a local charge is about to expire or decrease in rate, the local jurisdiction imposing the local charge shall notify the Board in writing of the upcoming change, not less than 110 days prior to the date the local charge is scheduled to expire or decrease. The change shall become operative on the first day of the calendar quarter commencing after the specified date of expiration or decrease in rate.

If advance written notice is provided less than 110 days prior to the specified date of expiration or decrease in rate, the change shall become operative on the first day of the calendar quarter commencing more than 60 days after the specified date of expiration or decrease.

5. Inaccurate Rate Posted on the Board's Web site. When a local jurisdiction notifies the Board in writing that the rate posted on the Board's Internet Web site (posted rate) for a local charge imposed by that local jurisdiction is inaccurate, including scenarios where the local charge was reduced or eliminated and the local jurisdiction failed to provide advance written notice pursuant to paragraph 4 of this subdivision, the recalculated rate applicable to the local jurisdiction shall become operative on the first day of the calendar quarter commencing more than 60 days from the date the Board receives the local jurisdiction's written notification that the posted rate is inaccurate. The local jurisdiction shall promptly notify the Board in writing of any such discrepancies with the posted rate that are known or discovered by the local jurisdiction.

ARTICLE V
COMPENSATION

The local jurisdiction agrees to pay the Board its pro rata share of the Board's cost of collection and administration of the local charges, as established pursuant to section 42020, subdivision (e). Such amounts shall be deducted from the local charges collected by the Board for the local jurisdiction.

ARTICLE VI
MISCELLANEOUS PROVISIONS

A. Communications. Communications and notices may be sent by first-class United States Mail. A notification is complete when deposited in the mail. Communications and notices to be sent to the Board shall be addressed to:

State Board of Equalization
P.O. Box 942879 MIC: 27
Sacramento, California 94279-0001

Attention: Supervisor,
Local Revenue Allocation Unit

Communications and notices to be sent to the local jurisdiction shall be addressed to:

City of Sacramento
Revenue Division
Attn: Julie Coffeen
915 I Street, Room 1201
Sacramento, CA 95814

B. Term. The date of this Agreement is the date on which it is approved by the Department of General Services. The Agreement shall take effect on the first day of the calendar quarter next succeeding the date of such approval, but in no case before the operative date of the local jurisdiction's ordinance, nor on a day other than the first day of a calendar quarter. This Agreement shall be renewed automatically from year to year until January 1, 2020, when the Local Charge Act is repealed, unless a statute enacted prior to that date extends that date. In such event, this Agreement will continue to renew automatically from year to year to the date authorized by statute.

STATE BOARD OF EQUALIZATION

By_____
Administrator,
Return Analysis and Allocation Section

LOCAL
JURISDICTION___City of Sacramento___

By_____
(Signature on this line)

_____
(Type name here)

_____
(Type title here)

CERTIFICATION

I, _____ am authorized to sign this certification on behalf of City of Sacramento.
(Insert name of local jurisdiction)

I certify to the following:

Please check all the following that apply to your jurisdiction:

1. ___ **911 Charges/Access to Communication Services** - Ordinance No. 3.32 of the City of Sacramento (Insert name of local jurisdiction) imposes the local charge set forth in the ordinance to prepaid mobile telephony services for access to communication services or to local 911 emergency telephone systems. As required by section 42102.5, the percentage reflecting the rate for access to the local 911 emergency telephone systems or access to communications services is _____.

2. X **Utility User Tax** - Ordinance No. 3.32 of the City of Sacramento (Insert name of local jurisdiction) imposes the local charge set forth in the ordinance to the consumption of prepaid mobile telephony services. The tiered rate for the utility user tax, as identified in section 42102 is 6.5%.

3. The City of Sacramento (Insert name of local jurisdiction) agrees to indemnify and to hold harmless the Board of Equalization (Board), its officers, agents, and employees for any and all liability for damages that may result from the Board's collection pursuant to this agreement.

Executed in the City of Sacramento (Insert name of local jurisdiction) on _____ (Add date).

Signature _____

Printed name _____

Title of person _____

Meeting Date: **9/1/2015**

Report Type: Consent

Report ID: 2015-00752

City of SACRAMENTO **10**

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Title: Labor Agreement: Western Council of Engineers (Published for Review 08/20/2015)

Location: Citywide

Recommendation: Pass a Resolution approving the Memorandum of Understanding between the Western Council of Engineers and the City of Sacramento.

Contact: Shelley Banks-Robinson, Manager, Labor Relations, (916) 808-5541, Human Resources Department

Presenter: None

Department: Human Resources

Division: Labor Relations

Dept ID:

Attachments:

1-Description/Analysis
2-Attachment 1 MOU Redline
3-Attachment 2 Costing
4-Resolution
5-Exhibit A MOU
6-Salary Schedule

City Attorney Review

Approved as to Form
Brett Witter
8/19/2015 2:24:33 PM

Approvals/Acknowledgements

Department Director or Designee: Howard Chan - 8/12/2015 5:52:39 PM

Description/Analysis

Issue Detail: The 2013-2015 labor agreement between the City of Sacramento and the Western Council of Engineers (the WCE) expired on June 26, 2015. The City and the WCE negotiated a successor two-year agreement which includes the following major new contract terms:

- Create a fifteen (15) step salary schedule for employees hired after September 1, 2015, with 2-1/2% between each step.
- Increase salary ranges in terms of bi-weekly rates by 3% effective September 5, 2015, and 2% effective June 25, 2016.
- PERS Cost-Share: Classic employees pay 1% of employer contribution to PERS effective September 5, 2015.
- Increase employee only health to $721 on September 5, 2015.
- Eliminate the $15 co-pay health plans effective plan year 2016.
- Exclude sick leave as time worked for overtime calculations.
- New City employees hired after the adoption of this agreement will be credited with 16 hours of probationary paid leave that can be used after 3 months of service and expires at the end of the employee's probationary period.
- An increase to City-provided life insurance from $20,000 to $30,000.
- Two-year contract through June 23, 2017.

The City and the WCE have also undertaken the standard cleanup of outdated language, as shown in Attachment 1.

Policy Considerations: Approval of this action by the City Council is consistent with the City's legal obligations under the Meyers-Milias-Brown Act, adheres to the City's positive labor-management relations concept, and provides labor stability.

Economic Impacts: None

Environmental Considerations: This report concerns administrative activities that will not have a significant effect on the environment and that do not constitute a "project" as defined by the California Environmental Quality Act (CEQA) Guidelines Sections 15061(b)(3) and 15378(b)(2).

Sustainability: Not applicable

Commission/Committee Action: Not applicable

Rationale for Recommendation: Approval of this action will establish a new memorandum of understanding between the City and the WCE, through June 23, 2017, that provides 5% cumulative salary increases.

Financial Considerations: The total cost of the two-year agreement is approximately $480,000 ($315,000 in the General Fund). In FY2015/16 the cost of the agreement is approximately $171,000 for all funds and $112,000 in the General Fund as reflected in Attachment 2a and 2b. Detailed information on the cost of this contract is included as Attachment 2.

The FY2015/16 Approved Budget included $100,000 in the General Fund for this agreement. Consistent with the Approved Budget Resolution (R2015-0169), Section 3.5, fund balance from the General Fund and other affected funds will be transferred to cover the cost of this agreement. Future costs will be included in fund forecasts.

Local Business Enterprise (LBE): Not applicable

City of
SACRAMENTO

and

Western Council of Engineers

Labor Agreement

Covering All Employees In The Engineering Unit

2015~~3~~-2017~~5~~

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PREAMBLE

This AGREEMENT, hereinafter referred to as the Agreement, entered into by the CITY OF SACRAMENTO, hereinafter referred to as the City, and WESTERN COUNCIL OF ENGINEERS, hereinafter referred to as the WCE, has as its purpose the promotion of harmonious labor relations between the City and the WCE, establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE 1 – RECOGNITION

1.1 RECOGNITION

a. The City hereby recognizes the WCE as the exclusive bargaining agent for all employees in the Engineering Unit, as defined in the City's Employer-Employee Relations Policy, and agrees to meet and confer and otherwise deal exclusively with the WCE on all matters relating to the scope of representation pertaining to the said employees as authorized by law.

b. The classifications currently within the Engineering Unit are as follows:

Junior Engineer
Assistant Civil Engineer
Assistant Electrical Engineer
Assistant Mechanical Engineer
Associate Civil Engineer
Associate Electrical Engineer
Associate Mechanical Engineer
Fire Protection Engineer
Junior Architect
Assistant Architect
Associate Architect
Landscape Assistant
Junior Landscape Assistant
Associate Landscape Architect
Telecommunications Engineer I
Telecommunications Engineer II
Telecommunications Engineer III

c. The WCE will not object to the State Mediation and Conciliation Service or the American Arbitration Association conducting any election pursuant to the City's Employer-Employee Relations Policy.

ARTICLE 2 – ENTIRE AGREEMENT

2.1 ENTIRE AGREEMENT

a. The parties further agree that this Agreement sets forth the full and entire understanding of the parties, and any and all prior or existing Agreements are hereby superseded and terminated.

b. This Article shall not be construed so as to prevent the parties from mutually agreeing, in writing, to reopen a provision or provisions in this Agreement, so long as reopened provisions are specified in the parties' mutual reopened agreement and other provisions in this Agreement continue in full force and effect.

ARTICLE 3 – CITY RIGHTS

3.1 CITY RIGHTS

The City retains the exclusive rights, in accordance with applicable laws, regulations, and the provisions of this Agreement, (a) to direct employees in the performance of their duties; (b) to hire, promote, transfer and assign employees; (c) to classify employees in accordance with applicable City Charter, ordinance and Civil Service Board Rule provisions; (d) to discipline employees in accordance with applicable Civil Service Board Rules; (e) to dismiss employees because of lack of work or for other reasonable cause; (f) to determine the mission of the Division and Department, its budget, its organization, the number of employees, and the numbers, types, classifications and grades of positions or employees assigned to an organization unit, work project, shift or tour of duty, and the methods and technology of performing its work; and (g) to take whatever action may be appropriate to carry out its mission in situations of emergency.

ARTICLE 4 – WCE RIGHTS

4.1 WCE REPRESENTATION

The WCE shall notify Labor Relations of the employees it has designated as Local Chapter Representative and alternate representative with whom the City shall communicate with as representatives of the WCE. Such representatives shall be allowed reasonable time off with pay relating to the administration of this Agreement, subject to the scheduling of such time with said representative's supervisor.

4.2 PAYROLL DEDUCTIONS

a. In addition to continuing existing payroll deductions for group medical insurance plans to which the City now is or shall hereafter be a contracting party, the City agrees to establish payroll deductions for members of the WCE for (1) the normal

and regular monthly membership dues and (2) insurance premiums for plans to which the City is not the contracting party.

b. All the above payroll deductions shall be subject to the following conditions:

(1) Such deductions shall be made pursuant to the terms and conditions set forth in authorization forms approved by the City. Such forms shall be those which are currently used. Any changes or modifications shall be agreed upon between the City and the WCE.

(2) Such deductions shall be made only upon submission to Benefits in the Department of Human Resources, of the said authorization form duly completed and executed by the employee and the WCE.

(3) The WCE will be responsible for submitting to Benefits the City payroll deduction input document listing any changes in the amounts to be payroll deducted from the paychecks of employees who have authorization forms on file with the City.

(4) The WCE agrees to indemnify, defend and hold the City harmless against any claims made of any nature whatsoever, and against any suit instituted against the City arising from its deductions for dues or insurance or other programs sponsored by the WCE.

(5) The City will remit to the WCE a check for all of the deductions.

(6) The City must approve all payroll deductions for insurance premiums for plans to which the City is not the contracting party.

4.3 AGENCY SHOP

a. General

(1) As a condition of continued employment, all career employees who are paid one (1) or more hours salary (including injury-on-duty time under the City Charter) during a bi-weekly pay period, and all non-career (+1,040) employees who are paid forty (40) or more hours salary during a bi-weekly pay period shall be a member of the WCE or pay an agency shop service fee to the WCE in an amount determined as set forth in subsection (b) below.

(2) If an employee does not voluntarily establish his or her membership or service fee status with the WCE within the first sixty (60) days of employment, the City shall enroll the employee as a service fee payer automatically effective the pay period immediately following

those sixty (60) days. ~~No employee shall be required to pay the service fee during the first sixty (60) calendar days of employment.~~

(3) The provisions of this Section shall remain in effect during the term of this Agreement and any mutually agreed upon extension of that term.

b. Service Fee

The service fee required in subsection (a) shall be an amount not to exceed the WCE's uniformly-applied standard initiation fee, periodic dues and general assessments. In computing such amounts, the WCE shall exclude expenditures for members-only benefits and WCE expenditures for political and ideological purposes unrelated to collective bargaining, contract administration and grievance adjustment. Any dispute as to the service fee or the amount thereof shall be directed solely to the WCE, and the City shall not be a party to the dispute.

Both the service fee and the WCE dues may be paid to the WCE through payroll deductions as set forth in Section 4.2. There is no obligation on the part of the City to provide payroll deductions for the three (3) organizations listed in subsection (c).

c. Religious Objection

Any employee otherwise required to pay a service fee under this Section, and who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support any public employee organization as a condition of continued employment. Such an employee shall be required as a condition of continued employment, in lieu of the service fee, to pay a sum equal to the service fee otherwise payable under this Section to a non-religious, non-labor charitable fund exempt from taxation under Internal Revenue Code Section 501(c)(3). Upon request of the WCE, such employee shall be required to submit to the WCE proof of payment of the in-lieu of service fee. For purposes of this Section, such employees shall choose from the following three (3) organizations:

March of Dimes
United Way
Firefighters Burn Institute

Employees claiming a religious exemption shall be required to file a written statement under oath or affirmation with the WCE, which identifies the religious organization by name, if any, and which provides in detail that the employee and the organization meet all of the requirements for claiming the religious exemption.

d. Disclosure and Reporting

The WCE shall keep an adequate itemized record of its financial transactions which shall be made available annually to the City and to the employees

covered by this Section within sixty (60) days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant. The WCE, if required to file financial reports under the Labor-Management Disclosure Act of 1959 covering employees governed by this Agreement, or if required to file financial reports under Section 3546.5 of the Government Code, shall instead provide the City with a copy of such financial reports.

e. Hold Harmless

The WCE shall promptly refund to the City any amounts paid to the WCE in error under this Section.

The WCE expressly agrees to indemnify and hold the City harmless from any and all claims, demands, costs (including any costs incurred by the City in defense of a lawsuit), expenses, damages or other monetary losses arising out of or in any way connected with any action or inaction of the City in the adoption or administration of this Section. This hold harmless and indemnity agreement shall include but not be limited to employee legal actions of any sort or nature against the City based upon or related to this Section. Further, in the event that the City undertakes disciplinary action against an employee pursuant to this Section, this hold harmless and indemnity agreement shall cover all costs and expenses, including any costs incurred by the City in defense of a lawsuit.

f. Change of Law

In the event there is a change in the law whereby any provision hereof becomes invalid or if for any reason any provision of this Section is rendered unlawful by any published appellate court decision, this Section shall be forthwith deemed amended to comply with the change or decision in question.

g. Discipline Procedure

Failure to pay the required service fee or the in-lieu of service fee under this Section constitutes cause for discipline, including but not limited to discharge. However, no employee shall be terminated under this Section unless:

(1) The WCE first has notified the employee by letter, explaining that he/she is delinquent in not tendering the required service fee, or payment in lieu of service fee pursuant to subsections (c) and (d) above, specifying the current amount of the delinquency, and warning the employee that unless such service fee, or payment in lieu of service fee, is tendered within thirty (30) calendar days, the employee will be reported to the City for termination as provided in this Section; and

(2) The WCE has furnished the City with written proof that the procedure of subsection (1) above has been followed, or has supplied the City with a copy of the letter sent to the employee and notice that he/she has not complied with the request. The WCE must further provide, when requesting the City to terminate the employee, the following written notice:

> "The WCE certifies that ___(employee's name)___ has failed to tender the agency shop service fee, or payment in lieu of service fee, required as a condition of employment under this Agreement and that under the terms thereof, the City shall terminate the employee."

No employee who is on injury-on-duty time under the City Charter shall be terminated under this Section.

h. Duty of Fair Representation

The WCE shall accord fair representation in all matters to all employees in the Unit without regard to whether the particular employee is a member of the WCE. The duty of fair representation shall include but not be limited to all matters related to collective bargaining, discipline, contract administration, and grievance processing.

i. Employee Rights

Employees covered by this Agreement shall have all rights specified in Government Code Section 3502.5.

ARTICLE 5 – GRIEVANCE PROCEDURE

The City and the WCE agree to implement the following Grievance Procedure:

5.1 PURPOSE

a. This grievance procedure shall be used to process and resolve grievances arising under this Agreement except to the extent that the City Charter vests jurisdiction elsewhere.

b. The purposes of this procedure are:

(1) To resolve grievances informally at the lowest possible level;

(2) To provide an orderly procedure for reviewing and resolving grievances promptly.

5.2 DEFINITIONS

a. A grievance is a good faith complaint of one (1) or a group of employees, or a dispute between the City and the WCE involving the interpretation, application, or enforcement of the express terms of this Agreement. No matter shall be considered as a grievance under this Article unless it is presented in writing within thirty (30) calendar days after occurrence of the events on which the grievance is based. With the consent of the City's third step representative, the thirty (30) day time limit for filing grievances may be extended.

b. As used in this procedure, the term "supervisor" means the individual who assigns, reviews and directs the work of an employee.

c. As used in this procedure the term "party" means an employee, the WCE, the City, or their authorized representatives.

5.3 EMPLOYEE RIGHTS

The employee retains all rights conferred by Sections 3500 et. seq., of the Government Code or Civil Service Board Rules and Regulations of the City unless waived by such employee.

5.4 STEP ONE

An employee who believes he/she has cause for grievance may contact his/her supervisor alone or with his/her WCE representative. If after discussions with the supervisor, the employee does not feel the grievance has been properly adjusted, the grievance may be reduced to writing. The grievance statement shall include the following:

a. A statement of the grievance clearly indicating the question raised by the grievance and the article(s) and section(s) of this Agreement.

b. The remedy or correction requested of the City.

c. The grievance form shall be signed by the grieving employee, the date and time of presentation affixed thereto, and signed as received by the employee's supervisor.

d. The grieving employee's supervisor shall give his/her answer to the grievance in writing within five (5) standard workdays from the time he/she receives the grievance in writing. The supervisor's answer shall include the following:

(1) A complete statement of the City's position and the facts upon which it is based.

(2) The remedy or correction which has been offered, if any.

5.5 STEP TWO

The appeal to the second step will be made within five (5) standard workdays. The hearing of the grievance will be held within five (5) standard working days of the second step appeal. The WCE representative and designated departmental representative will meet in an effort to settle the matter. The City's answer shall be made no later than five (5) standard workdays after the hearing is held. The employee has five (5) standard workdays to determine whether or not to appeal the grievance to the third step.

5.6 STEP THREE

a. The WCE representative and the designated representative of the City will meet to hear grievances appealed to the third step. Grievances appealed to the third step of the grievance procedure shall be heard within ten (10) standard workdays after the appeal to the third step of the grievance procedure.

b. A written answer will be made within ten (10) standard workdays after the hearing stating the City's position.

5.7 ARBITRATION

a. If the third step answer is not satisfactory to the employee, the WCE may appeal the grievance to arbitration. The request for arbitration must be given in writing to the designated City representative by the WCE within ten (10) standard workdays from the date of the third step answer.

b. An arbitrator may be selected by mutual agreement between the WCE's representative and the City's representative.

c. Should the representatives fail to mutually agree on an arbitrator, they shall make a joint request to the State Mediation and Conciliation Service or the American Arbitration Association for a list of five (5) qualified arbitrators. The parties shall each strike two (2) names from the list and the remaining person shall be accepted as the arbitrator. The first party to strike will be determined by the flip of a coin.

d. It is understood that the arbitrator will only interpret this Agreement and will in no instance add to, delete from, or amend any part thereof. The arbitrator's decision shall be final and binding on the City, the WCE, and employee.

e. The fees of the arbitrator and the court reporter, if used, will be borne equally by the WCE and the City.

f. Either party to this Agreement shall, upon receipt of a written grievance, have the right to refuse to handle such grievance if the aggrieved party has not followed the steps outlined in this Article for processing a grievance.

g. If the City does not meet the time limits, the WCE may process the grievance to the next step of the grievance procedure. Time limits at each step of the grievance procedure may be extended by mutual agreement of the parties.

h. A WCE's representative shall have the authority to settle grievances for the WCE or employees at the respective steps of the grievance procedure.

5.8 WITNESSES

The City agrees that employees shall not suffer loss of compensation for time spent as a witness at an arbitration hearing held pursuant hereto. The WCE agrees that the number of witnesses requested to attend and their scheduling shall be reasonable.

ARTICLE 6 – SALARY ADJUSTMENTS

6.1 ~~2013-2014 SALARY ADJUSTMENTS~~SALARY RANGE

Employee salary ranges shall consist of fifteen (15) salary steps.

Employees with an original hire date on or before September 4, 2015 and for the remainder of their continuous employment with the City, shall remain on an eight (8) step salary schedule with five percent (5%) between steps.

Employees with an original hire date following September 4, 2015, and for the remainder of their continuous employment with the City, shall have a fifteen (15) step salary schedule consisting of two and one-half percent (2-1/2%) between steps.

Both salary schedules shall have the same top step.

~~The compensation package for employees in the Engineering Unit shall include two lump sum payments totaling nine hundred and seventy five dollars ($975) as follows:~~

~~a. Employees who are on the payroll November 29, 2013, shall be paid $487.50; payment to be made on the paycheck that includes December 1, 2013.~~

~~b. Employees who are on the payroll June 27, 2014, shall be paid $487.50; payment to be made on the paycheck that includes July 1, 2014.~~

6.2 ~~PROFESSIONAL ACHIEVEMENT PROGRAM~~SALARIES

a. Effective September 5, 2015, all salary ranges in terms of bi-weekly rates shall be adjusted by three percent (3%). Of this increase, 0.8% is an offset for classic members paying one percent (1%) of the employer's portion of PERS retirement plan as set forth in Article 17.10.

b. Effective June 25, 2016, all salary ranges in terms of bi-weekly rates shall be adjusted by two percent (2%).

6.3 PROFESSIONAL ACHIEVEMENT PROGRAM

a. Employees in the eligible classifications listed below shall receive a professional achievement incentive in addition to their base salary as follows:

(1) Employees in the classifications of Assistant Engineer, Assistant Architect, and Landscape Assistant shall be eligible to receive a two and one-half percent (2.5%) incentive for possession of each of the following professional licenses up to a maximum of five percent (5%) and the incentives shall not be compounded:

Structural Engineer
Civil Engineer
Traffic Engineer
Land Surveyor
Mechanical Engineer
Electrical Engineer
Architect
Landscape Architect
Fire Protection Engineer

(2) Employees in the classifications of Associate Engineer, Associate Architect, and Associate Landscape Architect shall be eligible to receive a two and one-half percent (2.5%) incentive for possession of two (2) of the following professional licenses:

Structural Engineer
Civil Engineer
Traffic Engineer
Land Surveyor
Mechanical Engineer
Electrical Engineer
Architect
Landscape Architect
Fire Protection Engineer

b. Payment of such incentive is not intended to impair or alter the City's ability to transfer or reassign an employee.

c. Incentives are payable effective the first pay period following the employee's submission to the department of written proof of license from the appropriate Board of Registration and shall be applicable for the duration of the license.

ARTICLE 7 – SALARY ADMINISTRATION

7.1 ORIGINAL APPOINTMENT COMPENSATION RATE

The rate of compensation upon original appointment shall normally be Step 1, as applicable. However, if the City Manager or designee finds that the appointee has

extraordinary qualifications, or that a higher step is necessary in order to recruit, appointment at any step in the range may be made. This provision shall apply to original appointments to career positions and appointments to non-career positions.

7.2 ADVANCEMENT IN RATE OF COMPENSATION

a. Advancement in Steps

(1) Upon successful completion of twenty-six (26) weeks (1,040 hours) of service, an employee shall be advanced to the next higher step of the salary range of the classification. Employees who thereafter maintain a normally satisfactory level of performance shall be advanced automatically at fifty-two (52) week (2,080 hours) intervals to succeeding steps of the assigned salary range.

(2) Time spent on leave of absence without pay of ten (10) or less consecutive workdays shall not affect the step increase eligibility date. For such leaves in excess of ten (10) consecutive working days, all leave time shall not count toward step increases.

(3) An employee who has completed the required probationary period in his/her current classification and who is at a salary step lower than top step may be advanced to any higher step in the salary range for that classification at any time. Such step advancement under this provision shall not be subject to the grievance procedure and shall be at the sole discretion of the Department Head.

(4) This Section shall not apply to non-career employees.

b. Denial of Step Increase and Reduction in Grade

Employees who do not maintain a satisfactory level of performance may be denied advancement, and may be reduced within grade upon approval of the appointing authority. Employees in the civil service who are denied advancement, or who are reduced in grade, shall have the right to appeal to the Civil Service Board in accordance with its rules and regulations. (This subsection shall not apply to non-career employees.)

c. Effective Date of Step Increases/Payroll Changes

Increases to employees who successfully complete twenty-six (26) weeks of service shall become effective on the first day of the following bi-weekly pay period. The pay period shall begin at 12:01 a.m. Saturday of the first week, and end at 12:00 midnight on the Friday of the following week. Increases to succeeding steps of the assigned salary range shall become effective at fifty-two (52) week intervals from the anniversary date of the first increase.

d. Effective Date of Salary Step Increase Upon Extension of Probationary Period

(1) If the probationary period is extended due to light duty, sick leave, or injury-on-duty time, the salary step increase will be delayed for the period of the extension. However, the probationary period shall only be extended if the time exceeds thirty (30) consecutive calendar days.

(2) For an employee in a classification with a six (6) month probationary period who successfully completes the extended probationary period, the period of the extension shall be included in determining the eligibility date for the salary step increase. For example, an employee is appointed on January 4, 1986, and works in the regular assignment until April 11, 1986. On April 12, 1986, the employee is on injury-on-duty time until July 4, 1986, and returns to the regular assignment on July 5, 1986. The employee successfully completes the probationary period on September 26, 1986. The effective date of the salary step increase is July 5, 1986, because the period April 12, 1986, to July 4, 1986, is included in determining the salary step eligibility date.

(3) When the probationary period is extended for an employee in a classification with a twelve (12) month probationary period who has successfully completed less than twenty-six (26) weeks of service, the employee shall be eligible for a salary step increase upon successful completion of twenty-six (26) weeks of service, excluding the period of the extension. The period of the extension, however, shall be included in determining the eligibility date for the salary step increase. The effective date of the salary step increase is determined in accordance with the example given above.

(4) When the probationary period is extended for an employee in a classification with a twelve (12) month probationary period who has successfully completed more than twenty-six (26) weeks of service and who successfully completes the extended probationary period, the period of the extension shall be included in determining the eligibility date for the next salary step increase. The effective date of the salary step increase is determined in accordance with the example given above, where fifty-two (52) weeks is required.

(5) If a probationary period is extended due to an unpaid leave of absence, the period of such extension is excluded in determining the eligibility date for a salary step increase.

7.3 EFFECT OF CLASSIFICATION CHANGE ON RATE OF COMPENSATION

a. Movement to a Higher Classification

When an employee moves from one classification to another which has a higher salary, through examination, appointment to an exempt position, temporary appointment in the absence of an eligible list, or reallocation, the employee shall receive an increase at least equal to a full in-grade salary step (5%) or Step 1, as applicable, of the higher classification, whichever is greater, but not to exceed the maximum rate of the higher classification.

b. Movement to Another Position in the Same Classification or to a Classification With the Same Salary Range

When an employee moves to another position in the same classification or to another classification with the same salary range, the employee shall maintain the same salary and same anniversary date.

c. Movement to a Lower Classification

When an employee's position is reallocated to a classification with a lower salary range, the employee shall suffer no reduction in salary, and the Y-rate provisions of this Agreement shall apply. The salary of an employee who voluntarily demotes shall be that salary step nearest but does not exceed such salary paid in the previous classification.

7.4 EFFECT OF CHANGE OF SALARY RANGE UPON COMPENSATION

Whenever the salary range of a classification is adjusted upward, the salary rate of each employee in the classification shall be adjusted to the step in the new range which corresponds to the step received in the former range, and the employee shall retain the current anniversary date for further increases within the new range.

7.5 RATE OF COMPENSATION UPON RETURN TO CITY SERVICE

a. An employee recalled after layoff, reinstated after a leave of absence, or reemployed in the same classification after resignation shall return to the same salary step ~~paid at the time of departure.~~ and shall be credited with the duration of time spent in their salary step paid at the time of departure. The period of time separated from City service shall not be included in the calculation of the anniversary date for future in-grade salary adjustments.

b. If the employee is reemployed after resignation to a classification lower than that in which last employed, the employee may receive any step, but not to exceed the salary of the classification in which last employed. If that step is other than the maximum step of the salary range, the anniversary date for subsequent in-grade adjustments shall be twelve (12) months from the date of reemployment and each year thereafter until the maximum step of the salary range is reached.

7.6 RATES HIGHER THAN TOP STEP (Y-RATE)

Whenever the salary of an employee exceeds top step of the salary range established for a classification, such salary shall be designated as a "Y-rate." During such time as an employee's salary remains above the top step, the employee shall not receive further salary increases, except that upon promotion to a higher classification, the employee shall immediately advance to the step of the range of the higher classification next above the "Y-rate," and be eligible for advancement to succeeding steps in the range as outlined in this Agreement. In the event an employee is "Y-rated" below top step, as applicable, the employee shall be permitted to advance to the maximum step of the original range.

7.7 LONGEVITY PAY

Employee eligibility for longevity pay shall be determined as provided in Section 108 of the City Charter. The amount of payment after twenty (20) years of City service shall be one hundred dollars ($100), and after twenty-five (25) years of City service, an additional two hundred dollars ($200), for a total of three hundred dollars ($300). The parties acknowledge that Longevity Pay is provided for in the City Charter and not through this Agreement. In the event that changes are made to the City Charter, those changes shall supersede the provisions of this Agreement regarding Longevity Pay.

7.8 SALARY CONTINUATION FOR ABSENCES OF LESS THAN ONE WORK DAY

A salaried employee exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act who works for only a portion of the day shall not have his/her salary reduced that day due to insufficient accrued, usable leave.

7.9 SECTION 401(A) MONEY PURCHASE PLAN

An IRS Section 401(a) Plan shall be available to eligible employees and participation shall be mandatory. The City will contribute two percent (2%) of salary and the employee shall contribute two percent (2%) of salary to the 401(a) Plan.

ARTICLE 8 – HEALTH AND WELFARE

8.1 LIFE INSURANCE

The City agrees to provide $3~~2~~0,000 life insurance for career employees in the Engineering Unit. ~~The employee may purchase an additional $30,000 of City-sponsored term life insurance.~~ Employees may purchase, at their expense, supplemental life insurance at an amount of up to three (3) times annual salary subject to limitations specified by the insurance carrier.

8.2 CONTRIBUTION TO FULL-TIME AND PART-TIME CAREER EMPLOYEES

a. The City shall administer a Cafeteria Plan benefits program for employees consistent with Internal Revenue Code Section 125. The City agrees to make

contributions (City dollars) as defined below. One-half (1/2) of such contributions will be made to eligible employees on each of the first two (2) paydays in a calendar month.

b. Eligible employees shall receive a City contribution for each pay period if the employee is paid for one (1) or more hours of salary. Employees who are paid less than one (1) hour salary per payday may continue elected coverage limited to the City's medical, dental, vision, disability and life insurance plans for up to six (6) months or the period of time permitted by Consolidated Omnibus Budget Reconciliation Act (COBRA), whichever is greater, by personal remittance or other arrangement for payment of the full premiums of any insurance elected to be continued.

c. All terms and conditions of medical, dental, vision, disability, and basic life insurance sponsored by the City will be as outlined in certificates of coverage and related insurance contracts.

8.3 CONTRIBUTION TO NON-CAREER EMPLOYEES

a. The City agrees to contribute City dollars as provided below, on either a 100% or 50% basis, for non-career (+1,040) employees. Except as provided herein, the City dollars shall be applied toward the premiums for City-sponsored medical, dental, and vision insurance plans for eligible employees and qualified dependents, if any. The amount of City contribution for each of the first two (2) pay periods of each month shall be based on the number of hours for which the employee was paid in that bi-weekly pay period: 64 or more hours paid = 100% contribution; 40-63.9 hours paid = 50% contribution.

b. To be eligible for City dollars under this Section, a non-career employee must be paid for a minimum of forty (40) hours of work on each payday. If an employee fails to be paid for the minimum forty (40) hours necessary to receive the City contribution, the City shall deduct from the employee's paycheck the amount needed to pay for the insurance plans which the employee has selected. If this deduction from the employee's paycheck cannot be made in its entirety, it is the responsibility of the individual employee to pay for the remaining amount. Failure to do so before the end of the calendar month including such paycheck(s) shall automatically drop the employee from the City-sponsored insurance program until the next open enrollment period.

8.4 AMOUNT OF CONTRIBUTION

a. <u>Account-Based Health Plan (ABHP)</u>

~~An ABHP is an insurance plan option available to employees beginning during the 2013 open enrollment period and will become effective January 1, 2014.~~

(1) The ABHP is a combination of a High Deductible Health Plan (HDHP) and a Health Savings Account (HSA).

(2) To the extent that the premium for the AB~~HD~~HP is less than the City contributions outlined below, any remaining City contribution shall be

credited to the employee's HSA, to the extent allowed by law. If the excess contribution exceeds the annual HSA amount allowed by law, the employee will receive a cash payment for the difference.

~~(3) Career employees who enroll in an ABHP no later than December 31, 2013, shall have a Health Savings Account (HSA) credited with a one-time City contribution of $2,000 on or before January 31, 2014.~~

b. Effective January 1, 2014, the City contribution for a full-time employee enrolled in a City-sponsored health plan for employee only shall be fixed at ~~an amount equal to 100% of the lowest cost City non-ABHP health plan plus the lowest cost dental plan available in plan year 2014. The fixed amount for employee only shall be~~ $696 per month.

c. Effective September 5, 2015, the City contribution for a full-time employee enrolled in a City-sponsored health plan for employee only shall be fixed at $721 per month.

~~c.~~d. Effective January 1, 2014, the City contribution for a full-time employee enrolled in a City-sponsored health plan for employee plus one dependent shall be fixed at ~~an amount equal to $850 per month plus fifty percent (50%) of any increase in the 2014 lowest cost City non-ABHP health plan plus fifty percent (50%) of any increase in the lowest cost dental plan. The fixed amount for employee plus one dependent shall be~~ $883 per month.

~~d.~~e. Effective January 1, 2014, the City contribution for a full-time employee enrolled in a City-sponsored health plan for employee plus two or more dependents shall be fixed at ~~an amount equal to $1200 per month plus fifty percent (50%) of any increase in the 2014 lowest cost City non-ABHP health plan plus fifty percent (50%) of any increase in the lowest cost dental plan. The fixed amount for employee plus two or more dependents shall be~~ $1,243 per month.

~~e. All City contributions shall be fixed as of January 1, 2014.~~

f. Part-time employees shall be prorated as indicated in 8.3(a).

~~f.~~g. The City will eliminate the $15 co-pay health plans for unit employees effective the end of plan year 2015.

~~g.~~h. If, after the date of adoption of this Agreement, any recognized employee organization bargains for, and receives, an increase to the City contribution that exceeds the amounts indicated above, the City contribution will be increased to the amount received by the other employee organization. This section does not apply to increases provided for in Memoranda of Understanding adopted prior to the adoption of this Agreement.

8.5 COVERED DEPENDENTS

a. An employee who has ~~established~~ a domestic partner~~ship~~, and has a notarized ~~consistent with Sacramento~~ City-provided affidavit, ~~Code Section 2.120.020 or is registered with the Secretary of State of the State of California~~ may cover the domestic partner under the employee's City-sponsored health plan. The employee will pay for the premium difference for the domestic partner coverage as an out-of-pocket employee cost. ~~In no event will the City's monthly health and welfare contribution be used to pay for the cost of the domestic partner's coverage.~~

b. An employee who has a domestic partner, and is registered with the Secretary of State of the State of California, may cover the domestic partner and/or the domestic partner's children, under the employee's City-sponsored health plan. Employees with registered State of California domestic partners shall receive the City contributions as specified in Section 8.4.

~~b.~~c. The definition of dependent child for purposes of health insurance shall be as determined under the Patient Protection and Affordable Care Act (PPACA). The definition of dependent child for purposes of dental and vision insurance shall ~~be as outlined in certificates of coverage and related insurance contracts. As of the date of this Agreement, that definition~~ include~~s~~ an adult child up to age 26, grandchildren living in the employee grandparent's home, disabled children, step-children, adopted children, wards and foster children provided they qualify as the subscriber's or subscriber's lawful spouse's dependent under IRS rules and regulations.

8.6 CASH-BACK LIMITS

a. The cash-back for eligible employees who waive City-sponsored health insurance shall be $200 per month. The $200 per month shall remain in effect through the end of the contract. Part-time employees shall be pro-rated as indicated in 8.2(a).

b. Employees hired after October 15, 2013, shall not be eligible for cash-back.

c. Cash-back shall be available to employees who waive health insurance enrollment during the 2013 open enrollment period. The cash-back option shall be closed to any new enrollments for employees who waive health coverage after the 2013 open enrollment period.

d. Employees transferring to classifications in the Engineering Unit who are receiving cash-back at the time of transfer may maintain the cash-back option as long as they continuously waive City-sponsored health insurance.

e. Part-time employees shall be prorated as indicated in 8.2(a).

8.7 FLEXIBLE SPENDING ACCOUNTS

The City shall offer a Flexible Spending Account (FSA) program to employees as permitted by Internal Revenue Service Regulations. Items which may qualify include

out-of-pocket costs for City-sponsored health and dental insurance premiums, unreimbursed health care expenses, and dependent care reimbursement.

8.8 RETIREE HEALTH SAVINGS ACCOUNT

a. The City shall establish a Retiree Health Savings Account (RHSA) and employees shall contribute ten dollars ($10) per pay period. Employee contributions shall be on a pre-tax basis to the extent allowed by law. The plan shall allow both City contributions as well as mandatory pre-tax employee contributions; however, there shall be no City contributions to the RHSA.

b. If the contributions collectively made by the City and the employee to any health benefits provided pursuant to this Agreement result in the imposition of the excise tax commonly called the "Cadillac Tax," imposed on excess contributions pursuant to the Patient Protection and Affordable Care Act, the parties shall meet and confer regarding options to avoid, reduce, or eliminate any payment of the Cadillac Tax.

8.9~~8~~ RETIREES OR SURVIVOR DEPENDENTS BENEFITS

Eligible City retirees or survivor dependents shall receive City~~-~~ retiree insurance contributions for health, dental, and vision insurance benefits as follows:

a. Retiree Insurance Contribution

The City retiree insurance contribution for eligible retirees shall be up to $300 per month for the retiree only or $365 per month for the retiree with dependent(s).

b. Retiree Insurance Contributions for Employees Retiring on or After July 1, 1992

(1) Except as provided below, to be eligible for the City retiree insurance contribution for retiree only, the employee must retire from active service with a minimum of ten (10) full years of City service for a service or ordinary disability retirement, and be minimum age 50.

(2) Employees retiring with thirty (30) or more years of City service shall be eligible for the City's retiree insurance contribution effective with the date of retirement without regard to age.

(3) The City's retiree insurance contribution shall be as follows:

(a) Employees with a minimum ten (10) full years of City service, but less than fifteen (15) full years of City service shall be eligible to receive a maximum of fifty percent (50%) of the City's retiree insurance contribution identified in subsection (a) above.

(b) Employees with a minimum of fifteen (15) or more full years of City service, but less than twenty (20) full years of City service shall be eligible to receive up to seventy-five percent (75%) of the City's retiree insurance contribution identified in subsection (a) above.

(c) Employees with a minimum of twenty (20) full years of City service shall be eligible to receive up to one hundred percent (100%) of the City's retiree insurance contribution identified in subsection (a) above.

(4) There shall be no eligibility for the City's retiree insurance contribution if the employee elects to take a deferred retirement.

(5) There shall be no City retiree insurance contribution for retirees with less than ten (10) full years of City service.

c. Retiree Insurance Contributions for Persons in Deferred Retirement Status as of January 1, 1991, are as follows:

Employees who elected a deferred retirement prior to January 1, 1991, and who retired on or after July 1, 1992, and before June 28, 2013, shall be eligible for the City's retiree insurance contribution as follows:

(1) A retiree with at least ten (10) full years of City service, and who is at least fifty (50) years of age, shall be eligible for fifty percent (50%) of the City's retiree insurance contribution as identified in subsection (a) above.

(2) A retiree with twenty (20) full years or more of City service, and who is at least fifty (50) years of age, shall be eligible for one hundred percent (100%) of the City's retiree insurance contribution as identified in subsection (a) above.

d. Pre-Medicare Eligible Retirees

Retirees who are not eligible for Medicare benefits may elect to participate in a City-sponsored health plan or purchase an individual plan. A retiree who elects to purchase a health plan not sponsored by the City shall be eligible to reenroll in a City-sponsored health plan within two (2) years of waiving City coverage.

~~d.~~e. Medicare Supplement

In order to maintain eligibility for the City retiree insurance contribution, each eligible retiree and dependent shall enroll in Medicare Parts A and B immediately after becoming eligible for such benefits.

f. Medicare Eligible Retirees

Upon achieving eligibility for Medicare benefits, retirees and their dependent(s) shall not be allowed to participate in any City-sponsored health plan.

g. Retiree Insurance Contribution Exclusion

Retirees who participate in another group health plan as an employee or dependent spouse shall not be eligible for the City contribution outlined above.

~~e.~~h. Industrial Disability or Death in Line of Duty Survivors

Retirees who receive industrial disability pensions or death in-line-of-duty survivors will be entitled to one hundred percent (100%) of the City retiree insurance contribution regardless of years of service.

~~f.~~i. Survivor Dependents Benefits

Survivor dependents of eligible employees or retirees shall be entitled to the same benefit amount as the employee was eligible to at the time of death.

~~g. Medicare Supplement~~

~~In order to maintain eligibility for the City retiree insurance contribution, each eligible retiree and dependent shall enroll in Medicare Parts A and B immediately after becoming eligible for such benefits.~~

~~h.~~j. Limitation Clause

No employee or retiree shall have any rights provided by this Section after the expiration of this Agreement.

~~i.~~k. Elimination of Retirees or Survivor Dependents Benefits for Employees Hired After June 30, 2013

No employee hired after June 30, 2013, shall be eligible for any benefits provided by this Section. Employees transferring to classifications in the Engineering Unit after June 30, 2013, shall be eligible for the benefits provided by this Section only if the transferring employee was eligible for retiree or survivor dependent benefits at the time of transfer. An employee hired by the City prior to July 1, 2013, who is laid off and is recalled to the same classification in the Engineering Unit within five (5) years of layoff shall maintain eligibility for benefits under this Section.

8.10 LONG-TERM DISABILITY

At any time during the term of this Agreement, the WCE may hold an election to determine if its members wish to participate in a long-term disability insurance program. Upon notification that the members have voted to participate in such a program, the City will establish a long-term disability insurance program for the WCE membership. The

purchase of long-term disability insurance shall be at the members' expense, and pursuant to the vendor's specifications.

ARTICLE 9 – WORKDAY, WORKWEEK, OVERTIME

9.1 WORKDAY, WORKWEEK

a. The workweek for employees covered by this Agreement shall consist of forty (40) working hours during the period beginning at 12:01 a.m. Saturday and ending at 12:00 midnight the following Friday. This paragraph shall not apply to non-career employees.

b. The City may establish a workweek schedule consisting of forty (40) hours in increments of four (4) ten (10) hour workdays or five (5) eight (8) hour workdays, or a flexible 9-80 workweek schedule consisting of four (4) nine (9) hour workdays, four (4) nine (9) hour workdays, and one (1) eight (8) hour workday during an eighty (80) hour bi-weekly period. The City agrees to discuss with the WCE thirty (30) days in advance of implementation of the four (4) ten (10) workweek or 9-80 workweek schedule.

9.2 OVERTIME/COMPENSATING TIME OFF (CTO)

a. The City agrees it will compensate employees for overtime pay at one and one-half (1-1/2) times their regular rate of pay. When an employee is required to work in excess of the employee's normal workday or workweek, or on a recognized holiday, such time shall be compensated as overtime. All paid time shall count as time worked for the purposes of calculating overtime. Effective December 26, 2015, all paid time shall count as time worked for the purposes of calculating overtime with the exception of sick leave.

b. Employees shall be entitled to overtime compensation or CTO at the employer's option. Both the cash payment and the CTO shall be computed at the rate of one and one-half (1-1/2) times the number of overtime hours worked. Any CTO must be approved by the employee's department head or his/her designee.

c. Employees may accrue up to one hundred and twenty (120) hours of CTO. The City may cash out those CTO hours accumulated in excess of eighty (80) hours at any time provided that the use of such time off has not been previously approved.

9.3 VOLUNTARY WORK FURLOUGH PROGRAM

Pursuant to the Furlough/Reduced Work Week Policy, the City may establish for full-time career employees a voluntary work furlough/reduced work week consisting of a full day of unpaid leave on a variable schedule or a work schedule which is modified on a regular fixed basis to less than forty (40) hours per week. Employees shall apply for participation in the program pursuant to the conditions set forth in the rules and procedures governing this Citywide program.

ARTICLE 10 – PROFESSIONAL DEVELOPMENT

10.1 CONFERENCES AND SEMINARS

a. The City and the WCE agree that, subject to the approval of the department head or his/her designated representative, members of the Engineering Unit may be assigned to attend conferences and seminars where such attendance is in the best interest of the City.

b. In addition to the provision of (a) above, subject to the approval of the department head, members will be permitted to attend conferences and seminars, with or without expenses, where such attendance is in the best interest of the City and the professional development of employees in the Unit.

c. Conference and seminar costs shall be administered under the Department of Finance Administration Policy concerning: Travel Requests and Expense Reimbursement.

10.2 PROFESSIONAL ENRICHMENT

Effective September 5, 2015, e~~E~~mployees shall receive ~~four hundred and eighty dollars ($480) on the second paycheck in March and four hundred and eighty dollars ($480) on the second paycheck in September~~ forty dollars ($40) the first two (2) pay periods of each month for professional enrichment. Employees must be on the payroll for the full period in which the payment is made to receive this benefit. All p~~P~~ayments shall be prorated based on FTE status.

It is understood that the professional enrichment expenditure is not a substitute for any department training budget that may exist.

If this provision is continued in any successor agreement, WCE may elect to receive these funds in two (2) lump sum payments of $480 on dates to be agreed upon.

10.3 TUITION REIMBURSEMENT

The City agrees to reimburse career employees for the cost of tuition, books, and fees, excluding parking, up to a maximum of $750.00 per calendar year pursuant to the City's existing policy for such education reimbursement. This provision shall not apply to employees eligible for an educational incentive program.

In addition, the department may authorize tuition reimbursement for training through other approved sources.

ARTICLE 11 – SPECIAL ALLOWANCES

11.1 STANDBY

a. An employee who is required to remain on call for emergency work shall be paid $210.00 per week, or the daily pro rata rate, in addition to his/her regular compensation. Employees who are called out while on standby shall receive two (2) hours minimum pay at their straight time base rate of pay, or time and one-half their base rate of pay consistent with Article 9.2.

b. If an employee is assigned to stand-by and receives telephone contacts and engages in problem resolution which totals in excess of fifteen (15) minutes, the employee shall receive the two-hour minimum call-out pay, or actual time worked, whichever is greater.

11.2 TEMPORARY WORK IN HIGHER CLASSIFICATION

Temporary assignments to higher classifications shall be permitted only in those classifications where in the judgment of the Department Head or designee, it is necessary to maintain proper and efficient departmental operations. An employee temporarily assigned in writing to a higher classification shall be compensated for the duration of the out-of-classification assignment by the payment of five percent (5%) of the regular salary the employee received prior to the out-of-classification assignment, or the salary provided for in Step 1 of the higher classification, whichever is greater, but not to exceed top step of the higher classification.

11.3 NIGHT-SHIFT PREMIUM PAY

a. Career and non-career (+1,040) employees covered by this Agreement who work any portion of their regular workshift in the period extending from 6:00 p.m. to 6:00 a.m., shall be compensated for those hours worked (to the nearest one-half hour) within this period by payment of an additional five percent (5%) of their base pay for each hour worked.

b. An employee shall not receive night-shift premium pay when on vacation or other authorized leave of absence with pay.

11.4 REQUIRED LICENSES

a. The City shall reimburse employees for the fee charged by the State of California to renew their professional registration. The reimbursement will apply only to those employees who are required to maintain the professional registration as a condition of their employment.

b. Verification of the renewal of the employee's professional registration is required in order to receive the reimbursement.

11.5 BILINGUAL PAY

a. The City may authorize bilingual pay when it is determined to be necessary for the operation. The City shall determine what languages are appropriate for such pay and the number of employees to be certified. To be eligible for bilingual

pay the employee must be determined to be verbally proficient, and if necessary for the assignment, proficient in the written language. The City will arrange the certification and testing process and authorize the bilingual pay.

b. Bilingual pay shall be paid at the rate of twenty dollars ($20) for any pay period in which the employee is certified. An employee who is receiving bilingual pay may be required to provide assistance to any City operation.

11.6 TECHNOLOGY ALLOWANCE

a. In the event the appointing authority requires an employee to use a cellular phone to conduct City-related business, the employee will receive a monthly technology allowance of twenty-five dollars ($25) in lieu of using a City-provided cellular telephone.

b. Use of City-provided cellular telephones shall be discontinued upon receipt of the technology allowance by the employee.

c. Upon approval of the monthly technology allowance, the employee shall obtain, at his or her own expense and as a private individual, a personal cellular telephone and monthly cellular service contract that may be used to conduct City-related business. The employee shall publish and/or provide the cellular telephone number to designated individuals and organizations with whom the employee normally conducts City-related business.

d. The employee shall be generally accessible via his or her cellular telephone to conduct City-related business.

ARTICLE 12 – LEAVES

12.1 ACCRUAL OF LEAVES OVER 24 PAY PERIODS

Unless provided otherwise in this Article, the accrual of all leaves shall occur over twenty-four (24) pay periods per year, which shall be the first two (2) pay periods of each month.

12.2 HOLIDAYS

a. The following shall be recognized holidays:

Holiday	Date
New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
Washington's Birthday	Third Monday in February
Cesar Chavez's Birthday	Last Monday in March
Memorial Day	Last Monday in May

Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	Friday after Thanksgiving
Christmas Eve (4 hours)	December 24
Christmas Day	December 25
New Year's Eve (4 hours)	December 31

b. Eligibility

To be eligible for holiday pay, the employee shall work the last scheduled workday before and after the recognized holiday. Paid time on vacation, sick leave or CTO shall be considered hours worked for the purpose of holiday pay eligibility. An employee absent due to a disciplinary suspension shall not be considered to have missed a scheduled workday for the purpose of holiday pay eligibility.

c. When one of these holidays falls on a Saturday, employees shall be given the preceding Friday off as holiday time. When one of the holidays falls on a Sunday, employees shall be given the following Monday off as holiday time.

d. Part-time career and non-career employees must work or be on authorized paid leave the scheduled shift before and after the holiday to be eligible for the holiday benefit.

e. A part-time career employee or a non-career (+1,040) employee shall receive the recognized holiday benefit based upon the number of hours the employee was paid in that workweek as follows:

Number of Recognized Holidays in the Workweek	Minimum Number of Paid Hours in the Workweek	
	50% Benefit	100% Benefit
0.5	18	28.8
1.0	16	25.6
1.5	14	22.4
2.0	12	19.2

An employee paid for less than the minimum number of hours required for the fifty percent (50%) benefit shall receive no recognized holiday benefit.

f. Floating Holidays

(1) Accrual

In addition to the recognized holidays specified above, each employee shall receive the equivalent of two (2) floating holidays per fiscal year on an accrual basis as follows:

(a) Each full-time career employee shall accrue floating holiday credit at the rate of forty (40) minutes per pay period. The employee shall accrue floating holiday credit for each pay period for which the employee is paid twenty (20) or more hours of salary.

(b) A part-time career employee, including an employee in a work sharing program or a non-career (+1,040) employee shall accrue floating holiday credit based upon the number of hours the employee was paid in that bi-weekly pay period: 64 or more hours paid = 40 minutes accrual; 40-63.9 hours paid = 20 minutes accrual; less than 40 hours paid = 0 minutes accrual.

(2) Administration

(a) The scheduling of floating holiday time must be approved in advance by the appointing authority or designated representative.

(b) An employee may carry over from the preceding calendar year a maximum of eight (8) hours of floating holiday accrual. Except for the eight (8) hour carry-over, all floating hours accrued and not used by the end of the pay period which includes January 8 shall be paid to the employee in cash at the straight-time rate on the payday covering that pay period.

(c) An employee terminating for any reason or going on a leave of absence without pay for a period exceeding ninety (90) calendar days shall be paid for all accrued floating holiday time at the straight-time rate.

g. Alternate Monday-Friday Schedules

~~(c)~~ For employees who work a Monday through Friday 9/80 or 4/10 schedule, if the recognized holiday falls on the employee's scheduled day off, the employee shall accrue holiday credit for the hours of the holiday benefit, up to a maximum of eight (8) hours.

12.3 VACATION

a. Vacation Leave Accrual

(1) Employees with less than five (5) full years of service shall earn eighty (80) hours of vacation each year and shall accrue three (3) hours, twenty (20) minutes each pay period.

(2) Employees with more than five (5) full years of service and less than fifteen (15) full years of service shall earn one hundred twenty (120) hours of vacation each year and shall accrue five (5) hours each pay period.

(3) Employees with more than fifteen (15) full years of service shall earn one hundred sixty (160) hours of vacation each year and shall accrue six (6) hours, forty (40) minutes each pay period.

~~(3)~~(4) The City and the Union will create a committee to meet and confer, beginning no later than December 31, 2016, to create an annual leave program to replace current accrued leave, excluding CTO. The City agrees that the creation of an annual leave program shall not be implemented without an express written agreement by the Union. The City agrees to waive its rights under all applicable policies, rules and regulations to impose an annual leave program absent written agreement with the Union for the duration of the Agreement. If no agreement regarding an annual leave program is reached following the meet and confer, the annual leave program shall not be implemented or imposed.

b. Integration of Vacation With Workers' Compensation

Where a career employee sustains an injury covered by workers' compensation and has utilized all of the one year "injury-on-duty time" as provided under City Charter Section 253, or former City Charter Section 167, as the case may be, and consequently is receiving straight workers' compensation temporary disability payments, the employee will be allowed to utilize (while off work) accrued vacation time in partial day increments in addition to receiving workers' compensation temporary disability payments with the total aggregate payment of temporary disability and vacation pay not to exceed one hundred percent (100%) of the employee's regular rate of pay. As a condition of so using such accrued vacation, however, the employee is required to continuously utilize accrued vacation until accrued vacation is exhausted or he/she returns to work. The employee may also utilize other forms of leave, including sick leave, for this purpose; however, consistent with 12.4, Sick Leave, only 1/3 of an employee's accrued sick leave may be used for this purpose~~is provision also applies to holiday pay accrued and vested~~.

12.4 SICK LEAVE

a. Accrual and Usage

(1) A full-time employee shall accrue sick leave credits at the rate of eight (8) hours per month which may be used by the employee in

the event of illness or injury which is not job-related; however, in accordance with the Rules and Regulations of the Civil Service Board, one-third (1/3) of the accrued sick leave may be used after exhaustion of injury-on-duty time; however, the combination of temporary disability payments and sick leave pay shall not exceed one hundred percent (100%) of the employee's regular rate of pay. Such usage shall not exceed the maximum amount of the employee's accumulation. A part-time career or non-career (+1,040) employee shall earn sick leave on a pro rata basis.

(2) An employee in active service of the City eligible to accumulate sick leave credits may in January each year, receive a cash payment for twenty-five percent (25%) of the unused portion of sick leave credits accumulated during the preceding calendar year from January 1 through December 31, provided the employee shall have to his/her credit on December 31, immediately preceding the date for payment, a total of at least sixty (60) sick leave days (480 hours) accumulated. The employee shall be paid for such percentage of sick leave accumulation at the rate of pay which the employee was receiving on January 1 of each year in which payment is made. The amount of time for which an employee is paid shall be deducted from the employee's total accumulation.

(3) An eligible employee may elect to receive cash payments for accumulated sick leave by notifying the Payroll Section, Department of Finance, in writing of such election no later than December 1 of each year.

b. <u>Sick Leave Cash-Out/Conversion To PERS Service Credit</u>

(1) PERS

(a) PERS members hired prior to January 1, 2005, with more than twenty (20) years of City service, shall be eligible to cash out sick leave and/or convert sick leave to PERS service credit as follows:

(i) Eligible employees, or persons entitled by law to the possession of the estate of a deceased employee, may receive payment for thirty-three and one-third percent (33-1/3%) of the sick leave credits accumulated (to the nearest full day) by the employee on the date of their retirement, resignation, layoff, or death.

(ii) In the alternative, eligible employees may convert any or all of their total sick leave credits accrued as of the

date of their retirement pursuant to the PERS contract with the City. If the employee converts less than the full balance of sick leave to service credit, the employee may receive payment for thirty-three and one-third percent (33-1/3%) of the remaining sick leave credits after conversion to PERS.

(b) PERS members hired on or after January 1, 2005, shall not be eligible for payment of any portion of accumulated sick leave credits, though employees may convert the sick leave balance to service credit pursuant to the PERS contract with the City upon separation of employment for retirement.

(c) No employee whose services are terminated by reason of discharge for cause, shall be eligible for payment of any portion of accumulated sick leave credits.

(2) SCERS

Upon termination of any employee in the SCERS eligible to accumulate sick leave credits for reasons of retirement, resignation and/or layoff after service for a period of not less than two (2) years, or death, such employee (or those entitled by law to the possession of the estate of a deceased employee) shall receive payment for thirty-three and one-third percent (33-1/3%) of the total sick leave credits accumulated (to the nearest full day) by the employee on the date of such retirement, resignation, layoff, or death. No employee whose services are terminated by reason of discharge for cause, or by reason of resignation or layoff prior to the completion of two (2) years of service, shall be eligible for payment of any portion of accumulated sick leave credits.

c. Reinstatement of Sick Leave After Return From Layoff

An employee who is laid off and receives payment for thirty-three and one-third percent (33-1/3%) of his/her total accumulated sick leave credits shall be credited with the remaining sixty-six and two-thirds percent (66-2/3%) of his/her accumulated sick leave credits if and when said employee is recalled. If said employee thereafter leaves City service after being recalled and is entitled to payment of his/her accumulated sick leave credits under this Section, said employee shall only receive payment for thirty-three and one-third percent (33-1/3%) of those sick leave credits which accrued after the date of recall.

d. Except as provided herein, no payments made or sick leave credits accumulated shall be construed or deemed to constitute retirement benefits payable to employees of the City.

e. The Rules and Regulations of the Civil Service Board relating to the administration of sick leave privileges and benefits shall apply to all eligible employees.

12.5 PARENTAL LEAVE

Pursuant to the City's Parental Leave Policy, full-time employees who have completed at least three (3) years of City service from the most recent date of hire are eligible for City-paid Parental Pay of up to four (4) weeks [one hundred-sixty (160) hours] of continuous paid time off.

12.6 CATASTROPHIC LEAVE PLAN

Employees are entitled to catastrophic leave pursuant to the City's Catastrophic Leave Policy.

12.7 PERSONAL LEAVE

a. Full-time career employees who have completed ten (10) full years of service shall be credited with twenty-four (24) hours of personal leave in January of each year. Part-time career employees shall be credited with a prorated amount of time based on their regular schedule.

b. Use of personal leave shall not cause overtime.

c. Personal leave shall not accumulate from calendar year to calendar year and shall have no cash value. If an employee is unable to use all of the time by the end of the calendar year based on operational need, the department may approve carry-over to the next year. In all other cases, the time shall be forfeited.

12.8 BEREAVEMENT LEAVE

An employee may receive up to twenty-four (24) hours of City-paid leave for bereavement based on the death of the employee's spouse, parent, sibling, child, grandchild or grandparent as defined herein. The employee may use sick leave as outlined in the Civil Service Rules for additional time off or to attend to other death, bereavement or funeral needs.

12.9 PROBATIONARY PAID LEAVE

New City employees hired after September 1, 2015, will be credited with sixteen (16) hours of probationary paid leave that can be used after three (3) months of service but before twelve (12) months of service. Any unused probationary paid leave will expire at the end of the employee's probationary period and shall not carry over or be added to any other leave accrual. This provision does not apply to employees with any prior City service.

ARTICLE 13 – COURT DUTY

13.1 COURT DUTY

a. When an employee is absent from work to testify in response to a subpoena issued by a court of competent jurisdiction in a non-work related matter to which the employee is not a party, to serve on a jury, or to report for jury duty examination, he/she shall be granted pay for those hours which he/she is absent for such reason. The City may require the employee to elect to be on telephone alert and remain on the job until such time as called to serve. Pay for work time lost shall be computed at the employee's regular rate of pay at the time of such absence. The employee shall return all jury remuneration received, less transportation allowance, to the City.

b. To receive pay for work time lost, an employee must provide the City with a statement signed by an official of the court certifying the employee's service as a juror or appearance in court for that purpose, the date or dates of attendance, the time released from attendance and the compensation paid, exclusive of any transportation allowance.

ARTICLE 14 – LAYOFF

14.1 PURPOSE

This Article provides the procedure to be followed when an employee is to be displaced/laid off from his/her position.

14.2 DEFINITIONS

a. Layoff

A layoff shall be defined as the dismissal or displacement of at least one employee due to lack of work, lack of funds, abolishment of position, or for other reasons not reflecting discredit on an employee.

b. Seniority

(1) Classification Seniority: Classification seniority shall be defined as the effective date of probationary appointment to the employee's present job classification including any time spent in a higher job classification, but less any time spent in a lower job classification due to a downgrade. The term higher classification shall mean a job classification in which the top step is greater than the top step of the employee's present job classification. For any employee who has not served a probationary period in his/her present job classification, or any employee whose position has been reallocated in accord with applicable Civil Service Rules, classification seniority shall be mutually established by the City and the WCE. For those classifications which have flexible staffing as

defined in the Civil Service Rules and provided for in the classification specifications, classification seniority shall be defined as the effective date of probationary appointment to the lowest classification in the classification series. For an employee who has downgraded, computation of classification seniority for a job classification lower than that in which the employee holds permanent status, the following seniority shall be counted: (1) classification seniority in any higher classifications, and (2) previous classification seniority in the job classification or series for flexibly staffed classifications in which the employee is currently working, and (3) present time spent in the job classification or series for flexibly staffed classifications in which the employee is currently working.

(2) City Service Seniority: City service seniority shall be defined as the effective date of appointment to the employee's first permanent career position, or as the effective date of appointment to the employee's first full-time position (or positions) which immediately preceded an appointment to a permanent career position, whichever is greater.

(3) Hire Date Seniority: Hire date seniority shall be defined as the employee's first date of hire to any position with the City.

(4) Seniority Adjustments: Classification seniority and City service seniority shall be adjusted (reduced) in calendar days to reflect time spent on layoff from City service. There shall be no adjustment for time spent on an approved unpaid leave of absence.

(5) Termination of Seniority: Termination of classification seniority and City service seniority shall occur upon:

(a) Resignation, except that any employee who is appointed from a reemployment list and completes a probationary period, if any, in the position to which he/she was reemployed may count the seniority which he/she accumulated prior to resignation.

(b) Discharge.

(c) Retirement.

(d) Layoff in excess of five (5) consecutive years out of the City service or in excess of the time period set forth in subsection (d) below.

(e) Failure to comply, report, or respond to a recall notice within fourteen (14) calendar days from the date of postmark on the recall notice.

c. Downgrades

A downgrade shall be defined as a change in job classification to which the top step is less than the top step of the employee's present classification, due to a layoff. A downgrade shall only be allowed to the appropriate classification within the employee's regression ladder. An employee who is downgraded pursuant to this Article shall be paid in the new classification the salary range step closest to the monthly pay rate received immediately prior to downgrade.

d. Regression Ladder

A regression ladder shall be defined as a classification series through which an employee may downgrade. Regression ladders for the Engineering Unit are as follows:

(1) Associate Civil Engineer/Assistant Civil Engineer/Junior Engineer

(2) Associate Electrical Engineer/Assistant Electrical Engineer/Junior Engineer

(3) Associate Mechanical Engineer/ Assistant Mechanical Engineer/Junior Engineer

(4) Fire Protection Engineer

(5) Associate Architect/Assistant Architect/Junior Architect

(6) Associate Landscape Architect/Landscape Assistant/Junior Landscape Assistant

(7) Telecommunications Engineer III/II/I

e. Permanent Status

For the purposes of this layoff procedure, permanent status is attained in a job classification when an employee has successfully completed his/her probationary period in that job classification.

f. Career and Non-Career

Career employees shall be those employees in positions which are in the classified service who are required to serve a probationary period. Non-career employees are all other employees covered by this Agreement.

g. Leave of Absence

Employees on an approved unpaid leave of absence shall accrue seniority.

14.3 PROCEDURE

a. Non-Career Employees

When layoff is to occur within a job classification within a department, all non-career employees in the regression ladder in which the job classification is found shall be laid off first. In no event shall a career employee suffer a layoff until all non-career employees in the affected regression ladder have been laid off. Non-career employees shall have no right to downgrade.

b. Career Employees

(1) Within each job classification and within each department in which a layoff occurs, employees shall be laid off in the following order: first, all provisional employees; second, all probationary employees in the order of their classification seniority, beginning with the employee with the least such seniority; and, third, permanent employees in the order of their classification seniority, beginning with the employee with the least such seniority.

(2) Any provisional or probationary employee who is affected by a layoff or displaced by a downgrading employee shall return to the last department and job classification in which the employee holds permanent status, if any. If the employee does not hold permanent status in another job classification, he/she shall be laid off. If the employee does hold permanent status in another job classification, he/she shall then be treated as a permanent employee in that job classification with respect to any layoff in that job classification.

(3) Any permanent employee who is to be laid off or displaced shall have the right to downgrade, within the department, in descending order, to job classifications within his/her regression ladder, provided that: (a) the employee meets all of the qualifications of the lower classification, and (b) can displace an employee in the lower classification. If there are any provisional employees in such lower classification, the provisional employee with the least City service seniority shall be displaced first. If there are no provisional employees in the lower classification, the probationary employee with the least City service seniority shall be displaced. If there are neither provisional nor probationary employees in the lower classification, the permanent employee with the least City service seniority shall be displaced, provided that the downgrading employee has greater City service seniority. If the permanent

employee attempting to downgrade is unable to do so, he/she shall be laid off.

(4) An employee may accept layoff in lieu of the opportunity to downgrade by notifying Labor Relations within two (2) normal workdays of receiving notice of layoff. Where the employee accepts a layoff in lieu of a downgrade, said employee shall forfeit all recall rights except to a vacancy within the same classification from which the employee was laid off.

(5) If two (2) or more employees have an equal amount of classification seniority, the senior employee shall be determined on the basis of greater City service seniority. If two (2) or more employees have an equal amount of City service seniority, the senior employee shall be determined on the basis of greater hire date seniority, then by random number, if necessary.

(6) The application of this procedure is not intended to extend job assignment, work organization, or departmental preference to any employee affected by a layoff.

c. Notice of Layoff

In the event of layoff, the City shall send by certified mail return receipt requested a layoff notice to all affected employees. Such notice shall be postmarked at least ~~fourteen~~ thirty (~~14~~30) calendar days in advance of the effective date of layoff. Such layoff notice shall be mailed to the employee's address in the City's payroll system, and shall be deemed appropriate notice. The employee(s) who is on a paid or unpaid leave shall be affected by the layoff in accordance with the provisions of this Article in the same manner as all other employees. ~~However, the employee who is on sick leave or injury-on-duty status on the date of the layoff notice shall not be laid off or downgraded until the employee returns to work; except that the effective date for recall purposes shall be the date of actual layoff as stated on the layoff notice.~~

14.4 FRINGE BENEFITS

a. Employees laid off shall be paid sick leave, vacation, holiday accrual, longevity, and similar benefits per applicable ordinances and rules. Employees being recalled who received a sick leave payoff at the time of layoff, shall have the uncompensated portion of their sick leave balance restored; provided, however, that only those sick leave hours accrued after recall shall be applied to sick leave payoff related to a subsequent termination.

b. Employees laid off who are enrolled in City insurance programs may continue elected coverage limited to the City's medical, dental, and life insurance plans for a period up to six (6) months or the period of time permitted by Consolidated Omnibus Budget Reconciliation Act (COBRA), whichever is greater, by advanced

personal remittance for each month's premium for the cost of such coverage, at the time of layoff.

c. Assistance with this insurance option, unemployment benefits, and the availability of retirement benefits or refunds as governed by the City Charter will be provided by Benefits in the Department of Human Resources on the request of laid-off employees.

14.5 RECALL

a. When a vacancy occurs in a job classification, the laid off or downgraded employee(s) eligible to return to that job classification shall be recalled in the inverse order of their downgrade or layoff. When a recall list exists and an employee is on a reinstatement list due to a medical leave of absence, such employee will be merged with employees on the established layoff eligibility list based on classification seniority. Permanent employees who were laid off or downgraded are eligible to return to the job classification in which permanent status is held within their regression ladder, or to lower classifications within the same regression ladder, but shall have no recall rights to any job classification in which provisional or probationary status was held at the time of layoff or downgrade. Provisional and probationary employees who had no permanent status in another job classification at the time of layoff shall have no recall rights. Non-career employees shall have no recall rights.

b. Employees who have been downgraded and are subsequently recalled shall return to the salary step which he/she held prior to his/her displacement. The anniversary date for future in-grade salary adjustments shall be the date of recall to the permanent classification.

c. Employees shall be entitled to recall rights for a period of five (5) consecutive years from the effective date of layoff or downgrade. The effective date of layoff shall be the employee's last day of work. The effective date of downgrade shall be the employee's last day of work in the classification from which he/she is downgraded. An employee who has downgraded and has not been recalled to the classification where permanent status is held within the five (5) year period shall gain permanent status for purposes of layoff in the classification to which the employee downgraded, or is currently working at the time recall rights are lost, whichever is higher in the regression ladder.

d. When a vacancy exists and employees are to be recalled, notice of the opening(s) shall be sent to the mailing address as shown in the City’s payroll system. To expedite recall, more than one employee may be notified of an opening. This recall notice shall be by certified mail return receipt requested and the employee shall have ten (10) calendar days to notify the City of his/her intent to return to work. The employee shall have twenty-one (21) days from the postmark of the certified letter to report to work with the twenty-one (21) days being inclusive of the ten (10) days.

e. If the employee fails to notify the City within ten (10) days or fails to report to work within the twenty-one (21) days, the employee shall lose all recall rights.

14.6 GENERAL

The City or the WCE shall have the right, at any time during the term of this Agreement, to initiate discussions on possible alternatives to layoff to correct any adverse impact a proposed layoff would have on minorities and women employees in the units represented by the WCE. If such discussions are initiated, but the parties fail to reach agreement, the present layoff procedure shall continue in full force and effect.

ARTICLE 15 – SAFETY EQUIPMENT REIMBURSEMENT

15.1 CAL-OSHA APPROVED SAFETY FOOTWEAR

Upon approval of the appropriate supervisor, an employee who works on a jobsite where Cal-OSHA approved safety footwear is required to be worn as a condition of employment shall be eligible for reimbursement of up to $200 for the purchase or repair of approved safety footwear subject to the following conditions: (1) the employee must obtain prior authorization from his/her supervisor before purchasing safety shoes or having existing footwear repaired; (2) the employee must submit a receipt to the supervisor to verify the cost and substantiate the reimbursement; (3) the employee shall be eligible for reimbursement under this section no more than once every 2 years.

15.2 SAFETY GLASSES

a. When it is mandatory for employees to wear safety glasses, the City shall provide non-prescription safety glasses for employees. Employees who wear prescription glasses may wear the protective eye wear provided by the City or the employee may choose to wear prescription safety glasses at their own expense.

b. The City agrees to reimburse employees up to a maximum of one hundred twenty-five dollars ($125) for the repair or replacement of prescription safety glasses purchased by the employee if the glasses are damaged or destroyed while the employee is actively at work, provided that the employee furnishes satisfactory proof to the City of such loss.

c. The prescription shall not be more than twenty-four (24) months old to qualify for reimbursement under this Section. All costs to update and fill the prescription shall be borne by the employee.

ARTICLE 16 – DISCIPLINE

16.1 LETTER OF REPRIMAND

a. A letter of reprimand shall not be appealable to the Civil Service Board, except the employee may have an administrative review of the reprimand by submitting a request in writing within seven (7) calendar days to the Director of Human Resources. The Director or designee will schedule a private meeting within seven (7) calendar days of receipt of the written request to hear the employee's response. A final written decision will be rendered by the Director or designee within seven (7) calendar days of the meeting. This Section shall not be subject to the Grievance Procedure.

b. A letter of reprimand issued on or after October 27, 1990, will be withdrawn from an employee's official personnel file eighteen (18) months from the date of issue provided there has not been additional formal discipline imposed during the eighteen-month period.

16.2 IN-LIEU DISCIPLINE

By mutual agreement between the appointing authority or designee and the employee, an employee suspended from duty without pay may forfeit accumulated holiday, compensating time off, and/or vacation credits equal to the number of hours of suspension in lieu of such suspension. If the suspension is reduced or reversed at the conclusion of the appeal process, the City shall reinstate the forfeited credits. This provision shall not be subject to the grievance procedure.

16.3 WITHDRAWAL OF APPEAL

An employee or union may withdraw an appeal of discipline at any time prior to a decision by an Administrative Law Judge or the Civil Service Board. An appeal shall be deemed withdrawn if the employee fails to respond within thirty (30) days to a written request by the City to schedule a hearing or otherwise participate in the appeal process. The written request shall be certified and sent to the employee’s mailing address as shown in the City’s payroll system.

16.4 SUSPENSIONS AND PAY REDUCTIONS

a. Suspensions and pay reductions imposed after June 20, 2009, will be withdrawn from an employee's official personnel file, and any other personnel files maintained by the City five (5) years from the date of issue provided there has not been additional formal discipline imposed during the five-year period. If an employee had additional discipline in the five-year period, the removal date will restart.

b. All discipline documents that are removed from the employee’s personnel file will be retained in Labor Relations. Should an employee have subsequent discipline, the earlier disciplines may be used for purposes of progressive discipline.

ARTICLE 17 – MISCELLANEOUS

17.1 NEW OR REVISED JOB CLASSIFICATIONS

a. It is recognized that the establishment of new or revised job classifications within the Engineering Unit covered by this Agreement may be warranted. Under such circumstances, the City shall prepare and submit to the WCE the proposed descriptions and proposed appropriate salary ranges for such job classifications as will have been determined to be within the Engineering Unit, covered by this Agreement not less than fifteen (15) days prior to submission of the job classification to the Civil Service Board. Upon request of the WCE, the fifteen (15) day period will be extended by an additional ten (10) days.

b. The WCE shall have the right to file an appeal to the Civil Service Board regarding job classification.

c. In the event the Employer-Employee Relations Policy is revised in respect to the assignment of classifications to representation units, either party may reopen this Section for the purpose of reaching mutual agreement on the procedural changes which may need to be made under this Section.

17.2 PROHIBITION OF STRIKES

For the duration of this Agreement, the WCE and its members agree that it shall not call, sanction or engage in any strike, slowdown, suspension or stoppage of work or other concerted activity, and the City agrees that it shall not cause or engage in any lockout.

17.3 SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision should be rendered or declared invalid by any decree of a court of competent jurisdiction or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

17.4 REGIONAL TRANSIT MONTHLY PASS

a. Sacramento Regional Transit District (SRTD)

Full-time career employees who utilize the Sacramento Regional Transit District (SRTD) for home-to-work transportation are eligible for an eighty percent (80%) price discount on a SRTD monthly pass. Part-time career employees shall be eligible for a fifty percent (50%) price discount. The employee must notify the Department of Finance, Revenue Division, on or before the fifth day of the month to obtain the monthly pass discount for that month.

b. Other Bus Transportation

Eligible full-time employees, as described above, who regularly utilize other bus transportation regulated by the Public Utilities Commission for home-to-work commuting are eligible for monthly reimbursement up to eighty percent (80%) of the cost of the monthly pass. Eligible part-time employees, as described above, shall be

eligible for a fifty percent (50%) monthly reimbursement. The employee must present the required proof of purchase to the Department of Finance, Revenue Division, by the fifth day of the month to obtain reimbursement. The amount of the monthly reimbursement shall not exceed one hundred twenty dollars ($120).

c. Downtown Parking Subsidy

The City shall provide a ninety dollar ($90) per month parking subsidy to eligible full-time career employees who are regularly assigned to work in the downtown area. Eligible part-time career employees who are regularly assigned to work in the downtown area will receive a sixty dollar ($60) per month parking subsidy. The subsidy will be included in the employee's bi-weekly paycheck, subject to applicable state and federal taxes.

17.5 DISCOUNTED PARKING RATES

Discounted parking will be available to employees, on a first-come, first-serve basis, for parking spaces in the Memorial Garage, located at 14th and H Streets, at seventy percent (70%) of the regular monthly Memorial Garage rate. This provision shall be inoperative at the sole discretion of the City at any time after June 20, 1997.

17.6 PROBATIONARY PERIOD

a. Probationary Period

The probationary period is an extension of and an integral part of the examination process. It shall be utilized for closely observing the employee's work, for securing the most effective assimilation of a new employee, and for determining if performance meets the required standards of the job.

(1) The probationary period for all employees in this unit shall be twelve (12) months in duration.

(2) An employee may be released, without right of appeal, during the probationary period. Written notice of the release shall be furnished the probationer.

b. Performance Evaluations

(1) At the discretion of the appointing authority, the City shall have the right to conduct employee performance appraisals for all career and non-career employees, including those at the top salary step.

(2) Should review of the existing performance evaluation system be requested by either party, upon mutual agreement the parties shall meet to discuss the performance evaluation system.

17.7 TRIAL PERIOD

a. An employee appointed to a career classification as a non-career employee shall serve a trial period.

b. The trial period for the non-career employee appointed to a career classification shall be equivalent in length of time to the probationary period for that classification beginning with the first day the employee reports to work.

c. A non-career employee may be released from his or her position at the discretion of the appointing authority at any time during the trial period without right of appeal to the Civil Service Board. Such release shall be confirmed in writing.

d. This provision shall not be used to circumvent the Civil Service system in respect to the City's testing practices.

17.8 PAYROLL ERRORS

a. In the event an error has been made in the payment of an employee's salary, overtime payment or leave accruals, balances or usages, the City shall, for purposes of future compensation, adjust such compensation to the correct amount, giving written notice to the employee.

b. In the event an employee received an overpayment in wages, reimbursement to the City shall be accomplished by:

(1) Lump sum payment by the employee;

(2) A one-time deduction from useable vacation, CTO, or holiday credit balances equivalent to the overpayment at the employee's current hourly rate;

(3) A repayment schedule through payroll deduction; and/or

(4) Other means, as may be mutually agreed between the parties.

No repayment schedule shall exceed fifty-two (52) pay periods in duration, except that if the employee does not agree to a voluntary repayment schedule, the overpayment collection shall not exceed twenty-six (26) pay periods.

c. No action shall be taken to enforce repayment of an overpayment, or to correct an underpayment, unless action is taken within two years from the ending date of the pay period in which the error is discovered. "Action is taken" as used in this Section shall mean written notice to the employee in the case of an overpayment, or written or oral notice to the City in the case of an underpayment error.

17.9 NON-DISCRIMINATION

a. The City and the WCE agree not to unlawfully discriminate against any employee and/or member on the basis of age, sex, marital status, sexual orientation,

religion, race, color, creed, national origin, political affiliation, WCE membership or activity, or handicap.

b. Nothing in this Section shall be construed to extend benefits to any person.

17.10 PERS RETIREMENT PLAN

a. Member Contribution to PERS Retirement Plan – Classic Members

~~b.~~(1) Effective June 29, 2013, "classic members" as defined by PERS, shall pay seven percent (7%) of the member contribution to the PERS retirement plan. Classic members shall qualify for the 2% at 55 benefit formula and retirement shall be based upon the highest twelve (12) consecutive months of compensation.

(2) Effective September 5, 2015, "classic members" shall pay eight percent (8%) of salary to the PERS retirement plan. The parties will seek to amend the PERS contract to reflect a new cost-share agreement in which miscellaneous classic members shall, from the date of the amendment, pay a seven percent (7%) employee contribution and one percent (1%) of the employer contribution through PERS cost-share. If this PERS cost share is not approved by a vote of the bargaining unit employees, the one percent (1%) cost share will remain in the City's account.

~~c.~~b. Member Contribution to PERS Retirement Plan – New Members

"New members" as defined by Public Employees' Pension Reform Act (PEPRA) shall be members in the PERS on terms consistent with the PEPRA. New members shall qualify for the 2% at 62 benefit formula, shall contribute fifty percent (50%) of the total normal cost as required by PEPRA, and retirement shall be based upon the highest thirty-six (36) consecutive months of compensation.

17.11 TELECOMMUTING PROGRAM

The City may establish for the term of this Agreement a telecommuting program for represented employees in accordance with the City's present Telecommuting Program with the following exceptions:

a. The City will decide the classifications and positions which are feasible for a telecommuting program. The WCE may recommend classifications and positions for inclusion in telecommuting.

b. The WCE representative or designee shall have the opportunity to attend the meeting between the City and the employee at the time of the decision on a telecommuting arrangement.

c. A telecommuting arrangement may be terminated by the City or by the employee upon submission of written notice to the other party. Upon receipt of the written notice, the telecommuting arrangement will be terminated on a date mutually acceptable to the City and the employee or thirty (30) calendar days from the date of written notice should there be no mutual agreement.

17.12 MODIFIED/ALTERNATIVE DUTY POLICY

The City's Modified/Alternative Duty Policy shall be applicable to eligible employees who have been injured on-the-job.

17.13 LIMITED-TERM APPOINTMENTS

The City may, due to extraordinary circumstances, extend a twelve-month limited-term appointment to an additional twelve months provided the City complies with the following:

a. The employee is not laid off after the expiration of the initial twelve-month appointment; and

b. The employee continues to be benefit-qualified for the duration of the extended appointment.

17.14 TERM

a. This Agreement shall remain in full force and effect from June 26~~9~~, 2015~~3~~, to and including June 23~~26~~, 2017~~5~~.

b. The provisions of this Agreement shall be effective on the effective date stated above except as otherwise specifically provided.

c. The Letter of Understanding at Exhibit A is hereby incorporated and shall remain in effect during the term of this Agreement.

DATED: ~~October 15~~September 1, 2015~~3~~

WESTERN COUNCIL OF ENGINEERS

BY:_____
Nancy E. Watson
Executive Director

_____
Kirk Thompson
Negotiating Committee Member

_____
Roxanne Dilley
Negotiating Committee Member

_____
Anis Ghobril
Negotiating Committee Member

CITY OF SACRAMENTO

_____
Shelley Banks-Robinson
Chief Negotiator

_____
LaToya Jackson
Labor Relations Officer

_____
Don Demavivas
Labor Relations Officer

Exhibit A – Continuing Letter of Understanding

OFFICE OF LABOR RELATIONS

DEE CONTRERAS
DIRECTOR

CITY OF SACRAMENTO
CALIFORNIA

915 I STREET
ADMIN BLDG, ROOM 4133
SACRAMENTO, CA
95814-2604

PH 916-808-5424
FAX 916-808-8110

June 17, 2009
(REVISED)

Ms. Nancy Watson
Executive Director
Western Council of Engineers
700 College Avenue
Santa Rosa, CA 95404

Re: Agreement Regarding City's Efforts to Provide Adequate Work

Dear Ms. Watson:

This is to confirm the agreement of the City of Sacramento (City) and Western Council of Engineers (WCE) covering employees in the Engineering Unit regarding efforts to provide adequate work in the existing Memorandum of Understanding (MOU) between the parties. Specifically, it is agreed as follows:

The City agrees during the current economic downturn and layoffs, it will take reasonable measures to preserve the jobs of career employees including the following:

a) application of federal stimulus funds for projects which have a direct impact on career employees;

b) promote cooperation and coordination among departments so that one department might use the employee resources of another department rather than contracting out work; and,

c) WCE employees impacted by layoffs may apply for limited term and/or temporary work. The selection and hiring process will be consistent with prevailing rules, regulations and the Civil Service Board. Acceptance of limited term and/or temporary work will not impact an employees' recall rights or responsibilities. On a quarterly basis, the City shall provide to WCE a list of anticipated and existing outside contracts/consultants which perform the

same and/or similar work performed by WCE members. The list will include contracts/consultants with the Departments of Transportation, General Services, Community Development, Parks and Recreation, and Utilities.

d) Upon request by either party, the parties will meet no later than twenty (20) business days following the issuing of the list to discuss the impact of the anticipated and existing contracts/consultants. The discussion will include possible solutions to facilitate the reinstatement of employees impacted by layoff.

If this is your understanding of the agreement reached, please sign and date as indicated below and return one copy to my office. I have enclosed an additional original for your files.

Sincerely,

VeRonica Busby
Labor Relations Officer

AGREED TO:

Nancy Watson, Executive Director
Western Council of Engineers

cc: Kirk Thompson, Western Council of Engineers

WCE - All Funds

Notes: (1) Negative Numbers reflect City Savings (2) Positive Numbers reflect City Target & Costs	Percent / FTE	1% Value / Cash Bonus	FY2015/16	FY2016/17[1]	FY2017/18[1]	FY2018/19[1]
7/01/15 - Employees pick up 1% of PERS (8% total) - Classic Only	(1.00)	45,723	(45,723)	(45,723)	(45,723)	(45,723)
7/01/15 - Salary Increase	3.00	66,459	199,378	199,378	199,378	199,378
7/01/16 - Salary Increase	2.00	69,049		138,097	138,097	138,097
7/1/15 - Long-term Disability ($0.21 per $1,000 of salary)	EE Paid		-	-	-	-
7/1/15 - Life Insurance ($0.12 per $1,000 of insurance - $30k max)	$10k increase		792	792	792	792
7/1/15 -Healthcare			14,544	14,544	14,544	14,544
7/1/15 - Paid Time Off (assumes 2 new FTE per fiscal year)	2.00		1,852	1,852	1,852	1,852
Cost / (Savings) to All Funds			**$ 170,843**	**$ 308,941**	**$ 308,941**	308,941

3-Year Impact of City Proposal

Value of the Employee PERS Pickup		(91,446)
Wage Increases		536,854
Miscellaneous Provisions		34,376
Cost / (Savings) to the General Fund		**$ 479,784**
Annual Ongoing Cost (FY2017/18)	**308,941**	

Employer PERS Rates

Fiscal Year	Sworn	Civilian Rate
13/14	29.46%	14.16%
14/15	31.12%	14.42%
15/16	34.00%	15.53%
16/17	37.30%	16.40%
17/18	39.50%	17.00%
18/19	41.70%	17.70%
19/20	43.80%	18.30%

RESOLUTION NO.

Adopted by the Sacramento City Council

APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE WESTERN COUNCIL OF ENGINEERS (WCE) AND THE CITY OF SACRAMENTO

BACKGROUND

A. The 2013-2015 collective bargaining agreement between the City of Sacramento and Western Council of Engineers (WCE) expired on June 26, 2015.

B. The City entered into successor negotiations with the WCE, which represents employees in the Engineering Unit (Representation Unit 11).

C. The negotiations resulted in a Memorandum of Understanding (MOU), expiring on June 23, 2017.

D. The City has been informed by Nancy Watson, Executive Director of WCE, that ratification meetings were held and that WCE members successfully ratified the terms of the MOU.

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

Section 1. The MOU with the WCE covering employees in the Engineering Unit as included in Exhibit A is approved.

Section 2. The salary schedules as included as Exhibit B is approved.

Section 3. The City Manager is authorized to amend the FY2015/16 Approved Budget as necessary to implement the terms of the agreement.

City of
SACRAMENTO

and

Western Council of Engineers

Labor Agreement

Covering All Employees In The Engineering Unit

2015-2017

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PREAMBLE

This AGREEMENT, hereinafter referred to as the Agreement, entered into by the CITY OF SACRAMENTO, hereinafter referred to as the City, and WESTERN COUNCIL OF ENGINEERS, hereinafter referred to as the WCE, has as its purpose the promotion of harmonious labor relations between the City and the WCE, establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE 1 – RECOGNITION

1.1 RECOGNITION

a. The City hereby recognizes the WCE as the exclusive bargaining agent for all employees in the Engineering Unit, as defined in the City's Employer-Employee Relations Policy, and agrees to meet and confer and otherwise deal exclusively with the WCE on all matters relating to the scope of representation pertaining to the said employees as authorized by law.

b. The classifications currently within the Engineering Unit are as follows:

Junior Engineer
Assistant Civil Engineer
Assistant Electrical Engineer
Assistant Mechanical Engineer
Associate Civil Engineer
Associate Electrical Engineer
Associate Mechanical Engineer
Fire Protection Engineer
Junior Architect
Assistant Architect
Associate Architect
Landscape Assistant
Junior Landscape Assistant
Associate Landscape Architect
Telecommunications Engineer I
Telecommunications Engineer II
Telecommunications Engineer III

c. The WCE will not object to the State Mediation and Conciliation Service or the American Arbitration Association conducting any election pursuant to the City's Employer-Employee Relations Policy.

ARTICLE 2 – ENTIRE AGREEMENT

2.1 ENTIRE AGREEMENT

a. The parties further agree that this Agreement sets forth the full and entire understanding of the parties, and any and all prior or existing Agreements are hereby superseded and terminated.

b. This Article shall not be construed so as to prevent the parties from mutually agreeing, in writing, to reopen a provision or provisions in this Agreement, so long as reopened provisions are specified in the parties' mutual reopened agreement and other provisions in this Agreement continue in full force and effect.

ARTICLE 3 – CITY RIGHTS

3.1 CITY RIGHTS

The City retains the exclusive rights, in accordance with applicable laws, regulations, and the provisions of this Agreement, (a) to direct employees in the performance of their duties; (b) to hire, promote, transfer and assign employees; (c) to classify employees in accordance with applicable City Charter, ordinance and Civil Service Board Rule provisions; (d) to discipline employees in accordance with applicable Civil Service Board Rules; (e) to dismiss employees because of lack of work or for other reasonable cause; (f) to determine the mission of the Division and Department, its budget, its organization, the number of employees, and the numbers, types, classifications and grades of positions or employees assigned to an organization unit, work project, shift or tour of duty, and the methods and technology of performing its work; and (g) to take whatever action may be appropriate to carry out its mission in situations of emergency.

ARTICLE 4 – WCE RIGHTS

4.1 WCE REPRESENTATION

The WCE shall notify Labor Relations of the employees it has designated as Local Chapter Representative and alternate representative with whom the City shall communicate with as representatives of the WCE. Such representatives shall be allowed reasonable time off with pay relating to the administration of this Agreement, subject to the scheduling of such time with said representative's supervisor.

4.2 PAYROLL DEDUCTIONS

a. In addition to continuing existing payroll deductions for group medical insurance plans to which the City now is or shall hereafter be a contracting party, the City agrees to establish payroll deductions for members of the WCE for (1) the normal

and regular monthly membership dues and (2) insurance premiums for plans to which the City is not the contracting party.

b. All the above payroll deductions shall be subject to the following conditions:

(1) Such deductions shall be made pursuant to the terms and conditions set forth in authorization forms approved by the City. Such forms shall be those which are currently used. Any changes or modifications shall be agreed upon between the City and the WCE.

(2) Such deductions shall be made only upon submission to Benefits in the Department of Human Resources, of the said authorization form duly completed and executed by the employee and the WCE.

(3) The WCE will be responsible for submitting to Benefits the City payroll deduction input document listing any changes in the amounts to be payroll deducted from the paychecks of employees who have authorization forms on file with the City.

(4) The WCE agrees to indemnify, defend and hold the City harmless against any claims made of any nature whatsoever, and against any suit instituted against the City arising from its deductions for dues or insurance or other programs sponsored by the WCE.

(5) The City will remit to the WCE a check for all of the deductions.

(6) The City must approve all payroll deductions for insurance premiums for plans to which the City is not the contracting party.

4.3 AGENCY SHOP

a. General

(1) As a condition of continued employment, all career employees who are paid one (1) or more hours salary (including injury-on-duty time under the City Charter) during a bi-weekly pay period, and all non-career (+1,040) employees who are paid forty (40) or more hours salary during a bi-weekly pay period shall be a member of the WCE or pay an agency shop service fee to the WCE in an amount determined as set forth in subsection (b) below.

(2) If an employee does not voluntarily establish his or her membership or service fee status with the WCE within the first sixty (60) days of employment, the City shall enroll the employee as a service fee payer automatically effective the pay period immediately following those sixty (60) days.

(3) The provisions of this Section shall remain in effect during the term of this Agreement and any mutually agreed upon extension of that term.

b. Service Fee

The service fee required in subsection (a) shall be an amount not to exceed the WCE's uniformly-applied standard initiation fee, periodic dues and general assessments. In computing such amounts, the WCE shall exclude expenditures for members-only benefits and WCE expenditures for political and ideological purposes unrelated to collective bargaining, contract administration and grievance adjustment. Any dispute as to the service fee or the amount thereof shall be directed solely to the WCE, and the City shall not be a party to the dispute.

Both the service fee and the WCE dues may be paid to the WCE through payroll deductions as set forth in Section 4.2. There is no obligation on the part of the City to provide payroll deductions for the three (3) organizations listed in subsection (c).

c. Religious Objection

Any employee otherwise required to pay a service fee under this Section, and who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support any public employee organization as a condition of continued employment. Such an employee shall be required as a condition of continued employment, in lieu of the service fee, to pay a sum equal to the service fee otherwise payable under this Section to a non-religious, non-labor charitable fund exempt from taxation under Internal Revenue Code Section 501(c)(3). Upon request of the WCE, such employee shall be required to submit to the WCE proof of payment of the in-lieu of service fee. For purposes of this Section, such employees shall choose from the following three (3) organizations:

March of Dimes
United Way
Firefighters Burn Institute

Employees claiming a religious exemption shall be required to file a written statement under oath or affirmation with the WCE, which identifies the religious organization by name, if any, and which provides in detail that the employee and the organization meet all of the requirements for claiming the religious exemption.

d. Disclosure and Reporting

The WCE shall keep an adequate itemized record of its financial transactions which shall be made available annually to the City and to the employees covered by this Section within sixty (60) days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding

principal officer, or by a certified public accountant. The WCE, if required to file financial reports under the Labor-Management Disclosure Act of 1959 covering employees governed by this Agreement, or if required to file financial reports under Section 3546.5 of the Government Code, shall instead provide the City with a copy of such financial reports.

e. Hold Harmless

The WCE shall promptly refund to the City any amounts paid to the WCE in error under this Section.

The WCE expressly agrees to indemnify and hold the City harmless from any and all claims, demands, costs (including any costs incurred by the City in defense of a lawsuit), expenses, damages or other monetary losses arising out of or in any way connected with any action or inaction of the City in the adoption or administration of this Section. This hold harmless and indemnity agreement shall include but not be limited to employee legal actions of any sort or nature against the City based upon or related to this Section. Further, in the event that the City undertakes disciplinary action against an employee pursuant to this Section, this hold harmless and indemnity agreement shall cover all costs and expenses, including any costs incurred by the City in defense of a lawsuit.

f. Change of Law

In the event there is a change in the law whereby any provision hereof becomes invalid or if for any reason any provision of this Section is rendered unlawful by any published appellate court decision, this Section shall be forthwith deemed amended to comply with the change or decision in question.

g. Discipline Procedure

Failure to pay the required service fee or the in-lieu of service fee under this Section constitutes cause for discipline, including but not limited to discharge. However, no employee shall be terminated under this Section unless:

(1) The WCE first has notified the employee by letter, explaining that he/she is delinquent in not tendering the required service fee, or payment in lieu of service fee pursuant to subsections (c) and (d) above, specifying the current amount of the delinquency, and warning the employee that unless such service fee, or payment in lieu of service fee, is tendered within thirty (30) calendar days, the employee will be reported to the City for termination as provided in this Section; and

(2) The WCE has furnished the City with written proof that the procedure of subsection (1) above has been followed, or has supplied the City with a copy of the letter sent to the employee and notice that he/she has not complied with the request. The WCE

must further provide, when requesting the City to terminate the employee, the following written notice:

> "The WCE certifies that ___(employee's name)___ has failed to tender the agency shop service fee, or payment in lieu of service fee, required as a condition of employment under this Agreement and that under the terms thereof, the City shall terminate the employee."

No employee who is on injury-on-duty time under the City Charter shall be terminated under this Section.

h. Duty of Fair Representation

The WCE shall accord fair representation in all matters to all employees in the Unit without regard to whether the particular employee is a member of the WCE. The duty of fair representation shall include but not be limited to all matters related to collective bargaining, discipline, contract administration, and grievance processing.

i. Employee Rights

Employees covered by this Agreement shall have all rights specified in Government Code Section 3502.5.

ARTICLE 5 – GRIEVANCE PROCEDURE

The City and the WCE agree to implement the following Grievance Procedure:

5.1 PURPOSE

a. This grievance procedure shall be used to process and resolve grievances arising under this Agreement except to the extent that the City Charter vests jurisdiction elsewhere.

b. The purposes of this procedure are:

(1) To resolve grievances informally at the lowest possible level;

(2) To provide an orderly procedure for reviewing and resolving grievances promptly.

5.2 DEFINITIONS

a. A grievance is a good faith complaint of one (1) or a group of employees, or a dispute between the City and the WCE involving the interpretation, application, or enforcement of the express terms of this Agreement. No matter shall be considered as a grievance under this Article unless it is presented in writing within thirty (30) calendar days after occurrence of the events on which the grievance is based. With the consent

of the City's third step representative, the thirty (30) day time limit for filing grievances may be extended.

b. As used in this procedure, the term "supervisor" means the individual who assigns, reviews and directs the work of an employee.

c. As used in this procedure the term "party" means an employee, the WCE, the City, or their authorized representatives.

5.3 EMPLOYEE RIGHTS

The employee retains all rights conferred by Sections 3500 et. seq., of the Government Code or Civil Service Board Rules and Regulations of the City unless waived by such employee.

5.4 STEP ONE

An employee who believes he/she has cause for grievance may contact his/her supervisor alone or with his/her WCE representative. If after discussions with the supervisor, the employee does not feel the grievance has been properly adjusted, the grievance may be reduced to writing. The grievance statement shall include the following:

a. A statement of the grievance clearly indicating the question raised by the grievance and the article(s) and section(s) of this Agreement.

b. The remedy or correction requested of the City.

c. The grievance form shall be signed by the grieving employee, the date and time of presentation affixed thereto, and signed as received by the employee's supervisor.

d. The grieving employee's supervisor shall give his/her answer to the grievance in writing within five (5) standard workdays from the time he/she receives the grievance in writing. The supervisor's answer shall include the following:

(1) A complete statement of the City's position and the facts upon which it is based.

(2) The remedy or correction which has been offered, if any.

5.5 STEP TWO

The appeal to the second step will be made within five (5) standard workdays. The hearing of the grievance will be held within five (5) standard working days of the second step appeal. The WCE representative and designated departmental representative will meet in an effort to settle the matter. The City's answer shall be made no later than five (5) standard workdays after the hearing is held. The employee

has five (5) standard workdays to determine whether or not to appeal the grievance to the third step.

5.6 STEP THREE

a. The WCE representative and the designated representative of the City will meet to hear grievances appealed to the third step. Grievances appealed to the third step of the grievance procedure shall be heard within ten (10) standard workdays after the appeal to the third step of the grievance procedure.

b. A written answer will be made within ten (10) standard workdays after the hearing stating the City's position.

5.7 ARBITRATION

a. If the third step answer is not satisfactory to the employee, the WCE may appeal the grievance to arbitration. The request for arbitration must be given in writing to the designated City representative by the WCE within ten (10) standard workdays from the date of the third step answer.

b. An arbitrator may be selected by mutual agreement between the WCE's representative and the City's representative.

c. Should the representatives fail to mutually agree on an arbitrator, they shall make a joint request to the State Mediation and Conciliation Service or the American Arbitration Association for a list of five (5) qualified arbitrators. The parties shall each strike two (2) names from the list and the remaining person shall be accepted as the arbitrator. The first party to strike will be determined by the flip of a coin.

d. It is understood that the arbitrator will only interpret this Agreement and will in no instance add to, delete from, or amend any part thereof. The arbitrator's decision shall be final and binding on the City, the WCE, and employee.

e. The fees of the arbitrator and the court reporter, if used, will be borne equally by the WCE and the City.

f. Either party to this Agreement shall, upon receipt of a written grievance, have the right to refuse to handle such grievance if the aggrieved party has not followed the steps outlined in this Article for processing a grievance.

g. If the City does not meet the time limits, the WCE may process the grievance to the next step of the grievance procedure. Time limits at each step of the grievance procedure may be extended by mutual agreement of the parties.

h. A WCE's representative shall have the authority to settle grievances for the WCE or employees at the respective steps of the grievance procedure.

5.8 WITNESSES

The City agrees that employees shall not suffer loss of compensation for time spent as a witness at an arbitration hearing held pursuant hereto. The WCE agrees that the number of witnesses requested to attend and their scheduling shall be reasonable.

ARTICLE 6 – SALARY ADJUSTMENTS

6.1 SALARY RANGE

Employee salary ranges shall consist of fifteen (15) salary steps.

Employees with an original hire date on or before September 4, 2015 and for the remainder of their continuous employment with the City, shall remain on an eight (8) step salary schedule with five percent (5%) between steps.

Employees with an original hire date following September 4, 2015, and for the remainder of their continuous employment with the City, shall have a fifteen (15) step salary schedule consisting of two and one-half percent (2-1/2%) between steps.

Both salary schedules shall have the same top step.

6.2 SALARIES

a. Effective September 5, 2015, all salary ranges in terms of bi-weekly rates shall be adjusted by three percent (3%). Of this increase, 0.8% is an offset for classic members paying one percent (1%) of the employer's portion of PERS retirement plan as set forth in Article 17.10.

b. Effective June 25, 2016, all salary ranges in terms of bi-weekly rates shall be adjusted by two percent (2%).

6.3 PROFESSIONAL ACHIEVEMENT PROGRAM

a. Employees in the eligible classifications listed below shall receive a professional achievement incentive in addition to their base salary as follows:

(1) Employees in the classifications of Assistant Engineer, Assistant Architect, and Landscape Assistant shall be eligible to receive a two and one-half percent (2.5%) incentive for possession of each of the following professional licenses up to a maximum of five percent (5%) and the incentives shall not be compounded:

Structural Engineer
Civil Engineer
Traffic Engineer
Land Surveyor

Mechanical Engineer
Electrical Engineer
Architect
Landscape Architect
Fire Protection Engineer

(2) Employees in the classifications of Associate Engineer, Associate Architect, and Associate Landscape Architect shall be eligible to receive a two and one-half percent (2.5%) incentive for possession of two (2) of the following professional licenses:

Structural Engineer
Civil Engineer
Traffic Engineer
Land Surveyor
Mechanical Engineer
Electrical Engineer
Architect
Landscape Architect
Fire Protection Engineer

b. Payment of such incentive is not intended to impair or alter the City's ability to transfer or reassign an employee.

c. Incentives are payable effective the first pay period following the employee's submission to the department of written proof of license from the appropriate Board of Registration and shall be applicable for the duration of the license.

ARTICLE 7 – SALARY ADMINISTRATION

7.1 ORIGINAL APPOINTMENT COMPENSATION RATE

The rate of compensation upon original appointment shall normally be Step 1, as applicable. However, if the City Manager or designee finds that the appointee has extraordinary qualifications, or that a higher step is necessary in order to recruit, appointment at any step in the range may be made. This provision shall apply to original appointments to career positions and appointments to non-career positions.

7.2 ADVANCEMENT IN RATE OF COMPENSATION

a. <u>Advancement in Steps</u>

(1) Upon successful completion of twenty-six (26) weeks (1,040 hours) of service, an employee shall be advanced to the next higher step of the salary range of the classification. Employees who thereafter maintain a normally satisfactory level of performance shall be

advanced automatically at fifty-two (52) week (2,080 hours) intervals to succeeding steps of the assigned salary range.

(2) Time spent on leave of absence without pay of ten (10) or less consecutive workdays shall not affect the step increase eligibility date. For such leaves in excess of ten (10) consecutive working days, all leave time shall not count toward step increases.

(3) An employee who has completed the required probationary period in his/her current classification and who is at a salary step lower than top step may be advanced to any higher step in the salary range for that classification at any time. Such step advancement under this provision shall not be subject to the grievance procedure and shall be at the sole discretion of the Department Head.

(4) This Section shall not apply to non-career employees.

b. Denial of Step Increase and Reduction in Grade

Employees who do not maintain a satisfactory level of performance may be denied advancement, and may be reduced within grade upon approval of the appointing authority. Employees in the civil service who are denied advancement, or who are reduced in grade, shall have the right to appeal to the Civil Service Board in accordance with its rules and regulations. (This subsection shall not apply to non-career employees.)

c. Effective Date of Step Increases/Payroll Changes

Increases to employees who successfully complete twenty-six (26) weeks of service shall become effective on the first day of the following bi-weekly pay period. The pay period shall begin at 12:01 a.m. Saturday of the first week, and end at 12:00 midnight on the Friday of the following week. Increases to succeeding steps of the assigned salary range shall become effective at fifty-two (52) week intervals from the anniversary date of the first increase.

d. Effective Date of Salary Step Increase Upon Extension of Probationary Period

(1) If the probationary period is extended due to light duty, sick leave, or injury-on-duty time, the salary step increase will be delayed for the period of the extension. However, the probationary period shall only be extended if the time exceeds thirty (30) consecutive calendar days.

(2) For an employee in a classification with a six (6) month probationary period who successfully completes the extended probationary period, the period of the extension shall be included in determining the eligibility date for the salary step increase. For

example, an employee is appointed on January 4, 1986, and works in the regular assignment until April 11, 1986. On April 12, 1986, the employee is on injury-on-duty time until July 4, 1986, and returns to the regular assignment on July 5, 1986. The employee successfully completes the probationary period on September 26, 1986. The effective date of the salary step increase is July 5, 1986, because the period April 12, 1986, to July 4, 1986, is included in determining the salary step eligibility date.

(3) When the probationary period is extended for an employee in a classification with a twelve (12) month probationary period who has successfully completed less than twenty-six (26) weeks of service, the employee shall be eligible for a salary step increase upon successful completion of twenty-six (26) weeks of service, excluding the period of the extension. The period of the extension, however, shall be included in determining the eligibility date for the salary step increase. The effective date of the salary step increase is determined in accordance with the example given above.

(4) When the probationary period is extended for an employee in a classification with a twelve (12) month probationary period who has successfully completed more than twenty-six (26) weeks of service and who successfully completes the extended probationary period, the period of the extension shall be included in determining the eligibility date for the next salary step increase. The effective date of the salary step increase is determined in accordance with the example given above, where fifty-two (52) weeks is required.

(5) If a probationary period is extended due to an unpaid leave of absence, the period of such extension is excluded in determining the eligibility date for a salary step increase.

7.3 EFFECT OF CLASSIFICATION CHANGE ON RATE OF COMPENSATION

a. Movement to a Higher Classification

When an employee moves from one classification to another which has a higher salary, through examination, appointment to an exempt position, temporary appointment in the absence of an eligible list, or reallocation, the employee shall receive an increase at least equal to a full in-grade salary step (5%) or Step 1, as applicable, of the higher classification, whichever is greater, but not to exceed the maximum rate of the higher classification.

b. Movement to Another Position in the Same Classification or to a Classification With the Same Salary Range

When an employee moves to another position in the same classification or to another classification with the same salary range, the employee shall maintain the same salary and same anniversary date.

c. Movement to a Lower Classification

When an employee's position is reallocated to a classification with a lower salary range, the employee shall suffer no reduction in salary, and the Y-rate provisions of this Agreement shall apply. The salary of an employee who voluntarily demotes shall be that salary step nearest but does not exceed such salary paid in the previous classification.

7.4 EFFECT OF CHANGE OF SALARY RANGE UPON COMPENSATION

Whenever the salary range of a classification is adjusted upward, the salary rate of each employee in the classification shall be adjusted to the step in the new range which corresponds to the step received in the former range, and the employee shall retain the current anniversary date for further increases within the new range.

7.5 RATE OF COMPENSATION UPON RETURN TO CITY SERVICE

a. An employee recalled after layoff, reinstated after a leave of absence, or reemployed in the same classification after resignation shall return to the same salary step and shall be credited with the duration of time spent in their salary step paid at the time of departure. The period of time separated from City service shall not be included in the calculation of the anniversary date for future in-grade salary adjustments.

b. If the employee is reemployed after resignation to a classification lower than that in which last employed, the employee may receive any step, but not to exceed the salary of the classification in which last employed. If that step is other than the maximum step of the salary range, the anniversary date for subsequent in-grade adjustments shall be twelve (12) months from the date of reemployment and each year thereafter until the maximum step of the salary range is reached.

7.6 RATES HIGHER THAN TOP STEP (Y-RATE)

Whenever the salary of an employee exceeds top step of the salary range established for a classification, such salary shall be designated as a "Y-rate." During such time as an employee's salary remains above the top step, the employee shall not receive further salary increases, except that upon promotion to a higher classification, the employee shall immediately advance to the step of the range of the higher classification next above the "Y-rate," and be eligible for advancement to succeeding steps in the range as outlined in this Agreement. In the event an employee is "Y-rated" below top step, as applicable, the employee shall be permitted to advance to the maximum step of the original range.

7.7 LONGEVITY PAY

Employee eligibility for longevity pay shall be determined as provided in Section 108 of the City Charter. The amount of payment after twenty (20) years of City service shall be one hundred dollars ($100), and after twenty-five (25) years of City service, an additional two hundred dollars ($200), for a total of three hundred dollars ($300). The parties acknowledge that Longevity Pay is provided for in the City Charter and not through this Agreement. In the event that changes are made to the City Charter, those changes shall supersede the provisions of this Agreement regarding Longevity Pay.

7.8 SALARY CONTINUATION FOR ABSENCES OF LESS THAN ONE WORK DAY

A salaried employee exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act who works for only a portion of the day shall not have his/her salary reduced that day due to insufficient accrued, usable leave.

7.9 SECTION 401(A) MONEY PURCHASE PLAN

An IRS Section 401(a) Plan shall be available to eligible employees and participation shall be mandatory. The City will contribute two percent (2%) of salary and the employee shall contribute two percent (2%) of salary to the 401(a) Plan.

ARTICLE 8 – HEALTH AND WELFARE

8.1 LIFE INSURANCE

The City agrees to provide $30,000 life insurance for career employees in the Engineering Unit. Employees may purchase, at their expense, supplemental life insurance at an amount of up to three (3) times annual salary subject to limitations specified by the insurance carrier.

8.2 CONTRIBUTION TO FULL-TIME AND PART-TIME CAREER EMPLOYEES

a. The City shall administer a Cafeteria Plan benefits program for employees consistent with Internal Revenue Code Section 125. The City agrees to make contributions (City dollars) as defined below. One-half (1/2) of such contributions will be made to eligible employees on each of the first two (2) paydays in a calendar month.

b. Eligible employees shall receive a City contribution for each pay period if the employee is paid for one (1) or more hours of salary. Employees who are paid less than one (1) hour salary per payday may continue elected coverage limited to the City's medical, dental, vision, disability and life insurance plans for up to six (6) months or the period of time permitted by Consolidated Omnibus Budget Reconciliation Act (COBRA), whichever is greater, by personal remittance or other arrangement for payment of the full premiums of any insurance elected to be continued.

c. All terms and conditions of medical, dental, vision, disability, and basic life insurance sponsored by the City will be as outlined in certificates of coverage and related insurance contracts.

8.3 CONTRIBUTION TO NON-CAREER EMPLOYEES

a. The City agrees to contribute City dollars as provided below, on either a 100% or 50% basis, for non-career (+1,040) employees. Except as provided herein, the City dollars shall be applied toward the premiums for City-sponsored medical, dental, and vision insurance plans for eligible employees and qualified dependents, if any. The amount of City contribution for each of the first two (2) pay periods of each month shall be based on the number of hours for which the employee was paid in that bi-weekly pay period: 64 or more hours paid = 100% contribution; 40-63.9 hours paid = 50% contribution.

b. To be eligible for City dollars under this Section, a non-career employee must be paid for a minimum of forty (40) hours of work on each payday. If an employee fails to be paid for the minimum forty (40) hours necessary to receive the City contribution, the City shall deduct from the employee's paycheck the amount needed to pay for the insurance plans which the employee has selected. If this deduction from the employee's paycheck cannot be made in its entirety, it is the responsibility of the individual employee to pay for the remaining amount. Failure to do so before the end of the calendar month including such paycheck(s) shall automatically drop the employee from the City-sponsored insurance program until the next open enrollment period.

8.4 AMOUNT OF CONTRIBUTION

a. <u>Account-Based Health Plan (ABHP)</u>

(1) The ABHP is a combination of a High Deductible Health Plan (HDHP) and a Health Savings Account (HSA).

(2) To the extent that the premium for the ABHP is less than the City contributions outlined below, any remaining City contribution shall be credited to the employee’s HSA, to the extent allowed by law. If the excess contribution exceeds the annual HSA amount allowed by law, the employee will receive a cash payment for the difference.

b. Effective January 1, 2014, the City contribution for a full-time employee enrolled in a City-sponsored health plan for employee only shall be fixed at $696 per month.

c. Effective September 5, 2015, the City contribution for a full-time employee enrolled in a City-sponsored health plan for employee only shall be fixed at $721 per month.

d. Effective January 1, 2014, the City contribution for a full-time employee enrolled in a City-sponsored health plan for employee plus one dependent shall be fixed at $883 per month.

e. Effective January 1, 2014, the City contribution for a full-time employee enrolled in a City-sponsored health plan for employee plus two or more dependents shall be fixed at $1,243 per month.

f. Part-time employees shall be prorated as indicated in 8.3(a).

g. The City will eliminate the $15 co-pay health plans for unit employees effective the end of plan year 2015.

h. If, after the date of adoption of this Agreement, any recognized employee organization bargains for, and receives, an increase to the City contribution that exceeds the amounts indicated above, the City contribution will be increased to the amount received by the other employee organization. This section does not apply to increases provided for in Memoranda of Understanding adopted prior to the adoption of this Agreement.

8.5 COVERED DEPENDENTS

a. An employee who has a domestic partner, and has a notarized City-provided affidavit, may cover the domestic partner under the employee's City-sponsored health plan. The employee will pay for the premium difference for the domestic partner coverage as an out-of-pocket employee cost.

b. An employee who has a domestic partner, and is registered with the Secretary of State of the State of California, may cover the domestic partner and/or the domestic partner's children, under the employee's City-sponsored health plan. Employees with registered State of California domestic partners shall receive the City contributions as specified in Section 8.4.

c. The definition of dependent child for purposes of health insurance shall be as determined under the Patient Protection and Affordable Care Act (PPACA). The definition of dependent child for purposes of dental and vision insurance shall include an adult child up to age 26, grandchildren living in the employee grandparent’s home, disabled children, step-children, adopted children, wards and foster children provided they qualify as the subscriber’s or subscriber’s lawful spouse’s dependent under IRS rules and regulations.

8.6 CASH-BACK LIMITS

a. The cash-back for eligible employees who waive City-sponsored health insurance shall be $200 per month. The $200 per month shall remain in effect through the end of the contract. Part-time employees shall be pro-rated as indicated in 8.2(a).

b. Employees hired after October 15, 2013, shall not be eligible for cash-back.

c. Cash-back shall be available to employees who waive health insurance enrollment during the 2013 open enrollment period. The cash-back option shall be closed to any new enrollments for employees who waive health coverage after the 2013 open enrollment period.

d. Employees transferring to classifications in the Engineering Unit who are receiving cash-back at the time of transfer may maintain the cash-back option as long as they continuously waive City-sponsored health insurance.

e. Part-time employees shall be prorated as indicated in 8.2(a).

8.7 FLEXIBLE SPENDING ACCOUNTS

The City shall offer a Flexible Spending Account (FSA) program to employees as permitted by Internal Revenue Service Regulations. Items which may qualify include out-of-pocket costs for City-sponsored health and dental insurance premiums, unreimbursed health care expenses, and dependent care reimbursement.

8.8 RETIREE HEALTH SAVINGS ACCOUNT

a. The City shall establish a Retiree Health Savings Account (RHSA) and employees shall contribute ten dollars ($10) per pay period. Employee contributions shall be on a pre-tax basis to the extent allowed by law. The plan shall allow both City contributions as well as mandatory pre-tax employee contributions; however, there shall be no City contributions to the RHSA.

b. If the contributions collectively made by the City and the employee to any health benefits provided pursuant to this Agreement result in the imposition of the excise tax commonly called the “Cadillac Tax,” imposed on excess contributions pursuant to the Patient Protection and Affordable Care Act, the parties shall meet and confer regarding options to avoid, reduce, or eliminate any payment of the Cadillac Tax.

8.9 RETIREES OR SURVIVOR DEPENDENTS BENEFITS

Eligible City retirees or survivor dependents shall receive City retiree insurance contributions for health, dental, and vision insurance benefits as follows:

a. <u>Retiree Insurance Contribution</u>

The City retiree insurance contribution for eligible retirees shall be up to $300 per month for the retiree only or $365 per month for the retiree with dependent(s).

b. Retiree Insurance Contributions for Employees Retiring on or After July 1, 1992

(1) Except as provided below, to be eligible for the City retiree insurance contribution for retiree only, the employee must retire from active service with a minimum of ten (10) full years of City service for a service or ordinary disability retirement, and be minimum age 50.

(2) Employees retiring with thirty (30) or more years of City service shall be eligible for the City's retiree insurance contribution effective with the date of retirement without regard to age.

(3) The City's retiree insurance contribution shall be as follows:

(a) Employees with a minimum ten (10) full years of City service, but less than fifteen (15) full years of City service shall be eligible to receive a maximum of fifty percent (50%) of the City's retiree insurance contribution identified in subsection (a) above.

(b) Employees with a minimum of fifteen (15) or more full years of City service, but less than twenty (20) full years of City service shall be eligible to receive up to seventy-five percent (75%) of the City’s retiree insurance contribution identified in subsection (a) above.

(c) Employees with a minimum of twenty (20) full years of City service shall be eligible to receive up to one hundred percent (100%) of the City's retiree insurance contribution identified in subsection (a) above.

(4) There shall be no eligibility for the City's retiree insurance contribution if the employee elects to take a deferred retirement.

(5) There shall be no City retiree insurance contribution for retirees with less than ten (10) full years of City service.

c. Retiree Insurance Contributions for Persons in Deferred Retirement Status as of January 1, 1991, are as follows:

Employees who elected a deferred retirement prior to January 1, 1991, and who retired on or after July 1, 1992, and before June 28, 2013, shall be eligible for the City's retiree insurance contribution as follows:

(1) A retiree with at least ten (10) full years of City service, and who is at least fifty (50) years of age, shall be eligible for fifty percent

(50%) of the City's retiree insurance contribution as identified in subsection (a) above.

(2) A retiree with twenty (20) full years or more of City service, and who is at least fifty (50) years of age, shall be eligible for one hundred percent (100%) of the City's retiree insurance contribution as identified in subsection (a) above.

d. Pre-Medicare Eligible Retirees

Retirees who are not eligible for Medicare benefits may elect to participate in a City-sponsored health plan or purchase an individual plan. A retiree who elects to purchase a health plan not sponsored by the City shall be eligible to reenroll in a City-sponsored health plan within two (2) years of waiving City coverage.

e. Medicare Supplement

In order to maintain eligibility for the City retiree insurance contribution, each eligible retiree and dependent shall enroll in Medicare Parts A and B immediately after becoming eligible for such benefits.

f. Medicare Eligible Retirees

Upon achieving eligibility for Medicare benefits, retirees and their dependent(s) shall not be allowed to participate in any City-sponsored health plan.

g. Retiree Insurance Contribution Exclusion

Retirees who participate in another group health plan as an employee or dependent spouse shall not be eligible for the City contribution outlined above.

h. Industrial Disability or Death in Line of Duty Survivors

Retirees who receive industrial disability pensions or death in-line-of-duty survivors will be entitled to one hundred percent (100%) of the City retiree insurance contribution regardless of years of service.

i. Survivor Dependents Benefits

Survivor dependents of eligible employees or retirees shall be entitled to the same benefit amount as the employee was eligible to at the time of death.

j. Limitation Clause

No employee or retiree shall have any rights provided by this Section after the expiration of this Agreement.

k. Elimination of Retirees or Survivor Dependents Benefits for Employees Hired After June 30, 2013

No employee hired after June 30, 2013, shall be eligible for any benefits provided by this Section. Employees transferring to classifications in the Engineering Unit after June 30, 2013, shall be eligible for the benefits provided by this Section only if the transferring employee was eligible for retiree or survivor dependent benefits at the time of transfer. An employee hired by the City prior to July 1, 2013, who is laid off and is recalled to the same classification in the Engineering Unit within five (5) years of layoff shall maintain eligibility for benefits under this Section.

8.10 LONG-TERM DISABILITY

At any time during the term of this Agreement, the WCE may hold an election to determine if its members wish to participate in a long-term disability insurance program. Upon notification that the members have voted to participate in such a program, the City will establish a long-term disability insurance program for the WCE membership. The purchase of long-term disability insurance shall be at the members' expense, and pursuant to the vendor's specifications.

ARTICLE 9 – WORKDAY, WORKWEEK, OVERTIME

9.1 WORKDAY, WORKWEEK

a. The workweek for employees covered by this Agreement shall consist of forty (40) working hours during the period beginning at 12:01 a.m. Saturday and ending at 12:00 midnight the following Friday. This paragraph shall not apply to non-career employees.

b. The City may establish a workweek schedule consisting of forty (40) hours in increments of four (4) ten (10) hour workdays or five (5) eight (8) hour workdays, or a flexible 9-80 workweek schedule consisting of four (4) nine (9) hour workdays, four (4) nine (9) hour workdays, and one (1) eight (8) hour workday during an eighty (80) hour bi-weekly period. The City agrees to discuss with the WCE thirty (30) days in advance of implementation of the four (4) ten (10) workweek or 9-80 workweek schedule.

9.2 OVERTIME/COMPENSATING TIME OFF (CTO)

a. The City agrees it will compensate employees for overtime pay at one and one-half (1-1/2) times their regular rate of pay. When an employee is required to work in excess of the employee's normal workday or workweek, or on a recognized holiday, such time shall be compensated as overtime. All paid time shall count as time worked for the purposes of calculating overtime. Effective December 26, 2015, all paid time shall count as time worked for the purposes of calculating overtime with the exception of sick leave.

b. Employees shall be entitled to overtime compensation or CTO at the employer's option. Both the cash payment and the CTO shall be computed at the rate of one and one-half (1-1/2) times the number of overtime hours worked. Any CTO must be approved by the employee's department head or his/her designee.

c. Employees may accrue up to one hundred and twenty (120) hours of CTO. The City may cash out those CTO hours accumulated in excess of eighty (80) hours at any time provided that the use of such time off has not been previously approved.

9.3 VOLUNTARY WORK FURLOUGH PROGRAM

Pursuant to the Furlough/Reduced Work Week Policy, the City may establish for full-time career employees a voluntary work furlough/reduced work week consisting of a full day of unpaid leave on a variable schedule or a work schedule which is modified on a regular fixed basis to less than forty (40) hours per week. Employees shall apply for participation in the program pursuant to the conditions set forth in the rules and procedures governing this Citywide program.

ARTICLE 10 – PROFESSIONAL DEVELOPMENT

10.1 CONFERENCES AND SEMINARS

a. The City and the WCE agree that, subject to the approval of the department head or his/her designated representative, members of the Engineering Unit may be assigned to attend conferences and seminars where such attendance is in the best interest of the City.

b. In addition to the provision of (a) above, subject to the approval of the department head, members will be permitted to attend conferences and seminars, with or without expenses, where such attendance is in the best interest of the City and the professional development of employees in the Unit.

c. Conference and seminar costs shall be administered under the Department of Finance Administration Policy concerning: Travel Requests and Expense Reimbursement.

10.2 PROFESSIONAL ENRICHMENT

Effective September 5, 2015, employees shall receive forty dollars ($40) the first two (2) pay periods of each month for professional enrichment. Employees must be on the payroll for the full period in which the payment is made to receive this benefit. All payments shall be prorated based on FTE status.

It is understood that the professional enrichment expenditure is not a substitute for any department training budget that may exist.

If this provision is continued in any successor agreement, WCE may elect to receive these funds in two (2) lump sum payments of $480 on dates to be agreed upon.

10.3 TUITION REIMBURSEMENT

The City agrees to reimburse career employees for the cost of tuition, books, and fees, excluding parking, up to a maximum of $750.00 per calendar year pursuant to the City's existing policy for such education reimbursement. This provision shall not apply to employees eligible for an educational incentive program.

In addition, the department may authorize tuition reimbursement for training through other approved sources.

ARTICLE 11 – SPECIAL ALLOWANCES

11.1 STANDBY

a. An employee who is required to remain on call for emergency work shall be paid $210.00 per week, or the daily pro rata rate, in addition to his/her regular compensation. Employees who are called out while on standby shall receive two (2) hours minimum pay at their straight time base rate of pay, or time and one-half their base rate of pay consistent with Article 9.2.

b. If an employee is assigned to stand-by and receives telephone contacts and engages in problem resolution which totals in excess of fifteen (15) minutes, the employee shall receive the two-hour minimum call-out pay, or actual time worked, whichever is greater.

11.2 TEMPORARY WORK IN HIGHER CLASSIFICATION

Temporary assignments to higher classifications shall be permitted only in those classifications where in the judgment of the Department Head or designee, it is necessary to maintain proper and efficient departmental operations. An employee temporarily assigned in writing to a higher classification shall be compensated for the duration of the out-of-classification assignment by the payment of five percent (5%) of the regular salary the employee received prior to the out-of-classification assignment, or the salary provided for in Step 1 of the higher classification, whichever is greater, but not to exceed top step of the higher classification.

11.3 NIGHT-SHIFT PREMIUM PAY

a. Career and non-career (+1,040) employees covered by this Agreement who work any portion of their regular workshift in the period extending from 6:00 p.m. to 6:00 a.m., shall be compensated for those hours worked (to the nearest one-half hour) within this period by payment of an additional five percent (5%) of their base pay for each hour worked.

b. An employee shall not receive night-shift premium pay when on vacation or other authorized leave of absence with pay.

11.4 REQUIRED LICENSES

a. The City shall reimburse employees for the fee charged by the State of California to renew their professional registration. The reimbursement will apply only to those employees who are required to maintain the professional registration as a condition of their employment.

b. Verification of the renewal of the employee's professional registration is required in order to receive the reimbursement.

11.5 BILINGUAL PAY

a. The City may authorize bilingual pay when it is determined to be necessary for the operation. The City shall determine what languages are appropriate for such pay and the number of employees to be certified. To be eligible for bilingual pay the employee must be determined to be verbally proficient, and if necessary for the assignment, proficient in the written language. The City will arrange the certification and testing process and authorize the bilingual pay.

b. Bilingual pay shall be paid at the rate of twenty dollars ($20) for any pay period in which the employee is certified. An employee who is receiving bilingual pay may be required to provide assistance to any City operation.

11.6 TECHNOLOGY ALLOWANCE

a. In the event the appointing authority requires an employee to use a cellular phone to conduct City-related business, the employee will receive a monthly technology allowance of twenty-five dollars ($25) in lieu of using a City-provided cellular telephone.

b. Use of City-provided cellular telephones shall be discontinued upon receipt of the technology allowance by the employee.

c. Upon approval of the monthly technology allowance, the employee shall obtain, at his or her own expense and as a private individual, a personal cellular telephone and monthly cellular service contract that may be used to conduct City-related business. The employee shall publish and/or provide the cellular telephone number to designated individuals and organizations with whom the employee normally conducts City-related business.

d. The employee shall be generally accessible via his or her cellular telephone to conduct City-related business.

ARTICLE 12 – LEAVES

12.1 ACCRUAL OF LEAVES OVER 24 PAY PERIODS

Unless provided otherwise in this Article, the accrual of all leaves shall occur over twenty-four (24) pay periods per year, which shall be the first two (2) pay periods of each month.

12.2 HOLIDAYS

a. The following shall be recognized holidays:

Holiday	Date
New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
Washington's Birthday	Third Monday in February
Cesar Chavez's Birthday	Last Monday in March
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	Friday after Thanksgiving
Christmas Eve (4 hours)	December 24
Christmas Day	December 25
New Year's Eve (4 hours)	December 31

b. Eligibility

To be eligible for holiday pay, the employee shall work the last scheduled workday before and after the recognized holiday. Paid time on vacation, sick leave or CTO shall be considered hours worked for the purpose of holiday pay eligibility. An employee absent due to a disciplinary suspension shall not be considered to have missed a scheduled workday for the purpose of holiday pay eligibility.

c. When one of these holidays falls on a Saturday, employees shall be given the preceding Friday off as holiday time. When one of the holidays falls on a Sunday, employees shall be given the following Monday off as holiday time.

d. Part-time career and non-career employees must work or be on authorized paid leave the scheduled shift before and after the holiday to be eligible for the holiday benefit.

e. A part-time career employee or a non-career (+1,040) employee shall receive the recognized holiday benefit based upon the number of hours the employee was paid in that workweek as follows:

Number of Recognized Holidays in the Workweek	Minimum Number of Paid Hours in the Workweek	
	50% Benefit	100% Benefit
0.5	18	28.8
1.0	16	25.6
1.5	14	22.4
2.0	12	19.2

An employee paid for less than the minimum number of hours required for the fifty percent (50%) benefit shall receive no recognized holiday benefit.

f. Floating Holidays

(1) Accrual

In addition to the recognized holidays specified above, each employee shall receive the equivalent of two (2) floating holidays per fiscal year on an accrual basis as follows:

(a) Each full-time career employee shall accrue floating holiday credit at the rate of forty (40) minutes per pay period. The employee shall accrue floating holiday credit for each pay period for which the employee is paid twenty (20) or more hours of salary.

(b) A part-time career employee, including an employee in a work sharing program or a non-career (+1,040) employee shall accrue floating holiday credit based upon the number of hours the employee was paid in that bi-weekly pay period: 64 or more hours paid = 40 minutes accrual; 40-63.9 hours paid = 20 minutes accrual; less than 40 hours paid = 0 minutes accrual.

(2) Administration

(a) The scheduling of floating holiday time must be approved in advance by the appointing authority or designated representative.

(b) An employee may carry over from the preceding calendar year a maximum of eight (8) hours of floating holiday accrual. Except for the eight (8) hour carry-over, all floating hours accrued and not used by the end of the pay period which includes January 8 shall be paid to the employee in

cash at the straight-time rate on the payday covering that pay period.

(c) An employee terminating for any reason or going on a leave of absence without pay for a period exceeding ninety (90) calendar days shall be paid for all accrued floating holiday time at the straight-time rate.

g. Alternate Monday-Friday Schedules

For employees who work a Monday through Friday 9/80 or 4/10 schedule, if the recognized holiday falls on the employee's scheduled day off, the employee shall accrue holiday credit for the hours of the holiday benefit, up to a maximum of eight (8) hours.

12.3 VACATION

a. Vacation Leave Accrual

(1) Employees with less than five (5) full years of service shall earn eighty (80) hours of vacation each year and shall accrue three (3) hours, twenty (20) minutes each pay period.

(2) Employees with more than five (5) full years of service and less than fifteen (15) full years of service shall earn one hundred twenty (120) hours of vacation each year and shall accrue five (5) hours each pay period.

(3) Employees with more than fifteen (15) full years of service shall earn one hundred sixty (160) hours of vacation each year and shall accrue six (6) hours, forty (40) minutes each pay period.

(4) The City and the Union will create a committee to meet and confer, beginning no later than December 31, 2016, to create an annual leave program to replace current accrued leave, excluding CTO. The City agrees that the creation of an annual leave program shall not be implemented without an express written agreement by the Union. The City agrees to waive its rights under all applicable policies, rules and regulations to impose an annual leave program absent written agreement with the Union for the duration of the Agreement. If no agreement regarding an annual leave program is reached following the meet and confer, the annual leave program shall not be implemented or imposed.

b. Integration of Vacation With Workers' Compensation

Where a career employee sustains an injury covered by workers' compensation and has utilized all of the one year "injury-on-duty time" as provided

under City Charter Section 253, or former City Charter Section 167, as the case may be, and consequently is receiving straight workers' compensation temporary disability payments, the employee will be allowed to utilize (while off work) accrued vacation time in partial day increments in addition to receiving workers' compensation temporary disability payments with the total aggregate payment of temporary disability and vacation pay not to exceed one hundred percent (100%) of the employee's regular rate of pay. As a condition of so using such accrued vacation, however, the employee is required to continuously utilize accrued vacation until accrued vacation is exhausted or he/she returns to work. The employee may also utilize other forms of leave, including sick leave, for this purpose; however, consistent with 12.4, Sick Leave, only 1/3 of an employee's accrued sick leave may be used for this purpose.

12.4 SICK LEAVE

a. Accrual and Usage

(1) A full-time employee shall accrue sick leave credits at the rate of eight (8) hours per month which may be used by the employee in the event of illness or injury which is not job-related; however, in accordance with the Rules and Regulations of the Civil Service Board, one-third (1/3) of the accrued sick leave may be used after exhaustion of injury-on-duty time; however, the combination of temporary disability payments and sick leave pay shall not exceed one hundred percent (100%) of the employee's regular rate of pay. Such usage shall not exceed the maximum amount of the employee's accumulation. A part-time career or non-career (+1,040) employee shall earn sick leave on a pro rata basis.

(2) An employee in active service of the City eligible to accumulate sick leave credits may in January each year, receive a cash payment for twenty-five percent (25%) of the unused portion of sick leave credits accumulated during the preceding calendar year from January 1 through December 31, provided the employee shall have to his/her credit on December 31, immediately preceding the date for payment, a total of at least sixty (60) sick leave days (480 hours) accumulated. The employee shall be paid for such percentage of sick leave accumulation at the rate of pay which the employee was receiving on January 1 of each year in which payment is made. The amount of time for which an employee is paid shall be deducted from the employee's total accumulation.

(3) An eligible employee may elect to receive cash payments for accumulated sick leave by notifying the Payroll Section, Department of Finance, in writing of such election no later than December 1 of each year.

b. Sick Leave Cash-Out/Conversion To PERS Service Credit

(1) PERS

(a) PERS members hired prior to January 1, 2005, with more than twenty (20) years of City service, shall be eligible to cash out sick leave and/or convert sick leave to PERS service credit as follows:

(i) Eligible employees, or persons entitled by law to the possession of the estate of a deceased employee, may receive payment for thirty-three and one-third percent (33-1/3%) of the sick leave credits accumulated (to the nearest full day) by the employee on the date of their retirement, resignation, layoff, or death.

(ii) In the alternative, eligible employees may convert any or all of their total sick leave credits accrued as of the date of their retirement pursuant to the PERS contract with the City. If the employee converts less than the full balance of sick leave to service credit, the employee may receive payment for thirty-three and one-third percent (33-1/3%) of the remaining sick leave credits after conversion to PERS.

(b) PERS members hired on or after January 1, 2005, shall not be eligible for payment of any portion of accumulated sick leave credits, though employees may convert the sick leave balance to service credit pursuant to the PERS contract with the City upon separation of employment for retirement.

(c) No employee whose services are terminated by reason of discharge for cause, shall be eligible for payment of any portion of accumulated sick leave credits.

(2) SCERS

Upon termination of any employee in the SCERS eligible to accumulate sick leave credits for reasons of retirement, resignation and/or layoff after service for a period of not less than two (2) years, or death, such employee (or those entitled by law to the possession of the estate of a deceased employee) shall receive payment for thirty-three and one-third percent (33-1/3%) of the total sick leave credits accumulated (to the nearest full day) by the employee on the date of such retirement, resignation, layoff, or death. No employee whose services are terminated by reason of discharge for cause, or by reason of resignation or layoff prior to the

completion of two (2) years of service, shall be eligible for payment of any portion of accumulated sick leave credits.

c. Reinstatement of Sick Leave After Return From Layoff

An employee who is laid off and receives payment for thirty-three and one-third percent (33-1/3%) of his/her total accumulated sick leave credits shall be credited with the remaining sixty-six and two-thirds percent (66-2/3%) of his/her accumulated sick leave credits if and when said employee is recalled. If said employee thereafter leaves City service after being recalled and is entitled to payment of his/her accumulated sick leave credits under this Section, said employee shall only receive payment for thirty-three and one-third percent (33-1/3%) of those sick leave credits which accrued after the date of recall.

d. Except as provided herein, no payments made or sick leave credits accumulated shall be construed or deemed to constitute retirement benefits payable to employees of the City.

e. The Rules and Regulations of the Civil Service Board relating to the administration of sick leave privileges and benefits shall apply to all eligible employees.

12.5 PARENTAL LEAVE

Pursuant to the City's Parental Leave Policy, full-time employees who have completed at least three (3) years of City service from the most recent date of hire are eligible for City-paid Parental Pay of up to four (4) weeks [one hundred-sixty (160) hours] of continuous paid time off.

12.6 CATASTROPHIC LEAVE PLAN

Employees are entitled to catastrophic leave pursuant to the City's Catastrophic Leave Policy.

12.7 PERSONAL LEAVE

a. Full-time career employees who have completed ten (10) full years of service shall be credited with twenty-four (24) hours of personal leave in January of each year. Part-time career employees shall be credited with a prorated amount of time based on their regular schedule.

b. Use of personal leave shall not cause overtime.

c. Personal leave shall not accumulate from calendar year to calendar year and shall have no cash value. If an employee is unable to use all of the time by the end of the calendar year based on operational need, the department may approve carry-over to the next year. In all other cases, the time shall be forfeited.

12.8 BEREAVEMENT LEAVE

An employee may receive up to twenty-four (24) hours of City-paid leave for bereavement based on the death of the employee's spouse, parent, sibling, child, grandchild or grandparent as defined herein. The employee may use sick leave as outlined in the Civil Service Rules for additional time off or to attend to other death, bereavement or funeral needs.

12.9 PROBATIONARY PAID LEAVE

New City employees hired after September 1, 2015, will be credited with sixteen (16) hours of probationary paid leave that can be used after three (3) months of service but before twelve (12) months of service. Any unused probationary paid leave will expire at the end of the employee's probationary period and shall not carry over or be added to any other leave accrual. This provision does not apply to employees with any prior City service.

ARTICLE 13 – COURT DUTY

13.1 COURT DUTY

a. When an employee is absent from work to testify in response to a subpoena issued by a court of competent jurisdiction in a non-work related matter to which the employee is not a party, to serve on a jury, or to report for jury duty examination, he/she shall be granted pay for those hours which he/she is absent for such reason. The City may require the employee to elect to be on telephone alert and remain on the job until such time as called to serve. Pay for work time lost shall be computed at the employee's regular rate of pay at the time of such absence. The employee shall return all jury remuneration received, less transportation allowance, to the City.

b. To receive pay for work time lost, an employee must provide the City with a statement signed by an official of the court certifying the employee's service as a juror or appearance in court for that purpose, the date or dates of attendance, the time released from attendance and the compensation paid, exclusive of any transportation allowance.

ARTICLE 14 – LAYOFF

14.1 PURPOSE

This Article provides the procedure to be followed when an employee is to be displaced/laid off from his/her position.

14.2 DEFINITIONS

a. Layoff

A layoff shall be defined as the dismissal or displacement of at least one employee due to lack of work, lack of funds, abolishment of position, or for other reasons not reflecting discredit on an employee.

b. Seniority

(1) Classification Seniority: Classification seniority shall be defined as the effective date of probationary appointment to the employee's present job classification including any time spent in a higher job classification, but less any time spent in a lower job classification due to a downgrade. The term higher classification shall mean a job classification in which the top step is greater than the top step of the employee's present job classification. For any employee who has not served a probationary period in his/her present job classification, or any employee whose position has been reallocated in accord with applicable Civil Service Rules, classification seniority shall be mutually established by the City and the WCE. For those classifications which have flexible staffing as defined in the Civil Service Rules and provided for in the classification specifications, classification seniority shall be defined as the effective date of probationary appointment to the lowest classification in the classification series. For an employee who has downgraded, computation of classification seniority for a job classification lower than that in which the employee holds permanent status, the following seniority shall be counted: (1) classification seniority in any higher classifications, and (2) previous classification seniority in the job classification or series for flexibly staffed classifications in which the employee is currently working, and (3) present time spent in the job classification or series for flexibly staffed classifications in which the employee is currently working.

(2) City Service Seniority: City service seniority shall be defined as the effective date of appointment to the employee's first permanent career position, or as the effective date of appointment to the employee's first full-time position (or positions) which immediately preceded an appointment to a permanent career position, whichever is greater.

(3) Hire Date Seniority: Hire date seniority shall be defined as the employee's first date of hire to any position with the City.

(4) Seniority Adjustments: Classification seniority and City service seniority shall be adjusted (reduced) in calendar days to reflect time spent on layoff from City service. There shall be no adjustment for time spent on an approved unpaid leave of absence.

(5) Termination of Seniority: Termination of classification seniority and City service seniority shall occur upon:

(a) Resignation, except that any employee who is appointed from a reemployment list and completes a probationary period, if any, in the position to which he/she was reemployed may count the seniority which he/she accumulated prior to resignation.

(b) Discharge.

(c) Retirement.

(d) Layoff in excess of five (5) consecutive years out of the City service or in excess of the time period set forth in subsection (d) below.

(e) Failure to comply, report, or respond to a recall notice within fourteen (14) calendar days from the date of postmark on the recall notice.

c. Downgrades

A downgrade shall be defined as a change in job classification to which the top step is less than the top step of the employee's present classification, due to a layoff. A downgrade shall only be allowed to the appropriate classification within the employee's regression ladder. An employee who is downgraded pursuant to this Article shall be paid in the new classification the salary range step closest to the monthly pay rate received immediately prior to downgrade.

d. Regression Ladder

A regression ladder shall be defined as a classification series through which an employee may downgrade. Regression ladders for the Engineering Unit are as follows:

(1) Associate Civil Engineer/Assistant Civil Engineer/Junior Engineer

(2) Associate Electrical Engineer/Assistant Electrical Engineer/Junior Engineer

(3) Associate Mechanical Engineer/ Assistant Mechanical Engineer/Junior Engineer

(4) Fire Protection Engineer

(5) Associate Architect/Assistant Architect/Junior Architect

(6) Associate Landscape Architect/Landscape Assistant/Junior Landscape Assistant

(7) Telecommunications Engineer III/II/I

e. Permanent Status

For the purposes of this layoff procedure, permanent status is attained in a job classification when an employee has successfully completed his/her probationary period in that job classification.

f. Career and Non-Career

Career employees shall be those employees in positions which are in the classified service who are required to serve a probationary period. Non-career employees are all other employees covered by this Agreement.

g. Leave of Absence

Employees on an approved unpaid leave of absence shall accrue seniority.

14.3 PROCEDURE

a. Non-Career Employees

When layoff is to occur within a job classification within a department, all non-career employees in the regression ladder in which the job classification is found shall be laid off first. In no event shall a career employee suffer a layoff until all non-career employees in the affected regression ladder have been laid off. Non-career employees shall have no right to downgrade.

b. Career Employees

(1) Within each job classification and within each department in which a layoff occurs, employees shall be laid off in the following order: first, all provisional employees; second, all probationary employees in the order of their classification seniority, beginning with the employee with the least such seniority; and, third, permanent employees in the order of their classification seniority, beginning with the employee with the least such seniority.

(2) Any provisional or probationary employee who is affected by a layoff or displaced by a downgrading employee shall return to the

last department and job classification in which the employee holds permanent status, if any. If the employee does not hold permanent status in another job classification, he/she shall be laid off. If the employee does hold permanent status in another job classification, he/she shall then be treated as a permanent employee in that job classification with respect to any layoff in that job classification.

(3) Any permanent employee who is to be laid off or displaced shall have the right to downgrade, within the department, in descending order, to job classifications within his/her regression ladder, provided that: (a) the employee meets all of the qualifications of the lower classification, and (b) can displace an employee in the lower classification. If there are any provisional employees in such lower classification, the provisional employee with the least City service seniority shall be displaced first. If there are no provisional employees in the lower classification, the probationary employee with the least City service seniority shall be displaced. If there are neither provisional nor probationary employees in the lower classification, the permanent employee with the least City service seniority shall be displaced, provided that the downgrading employee has greater City service seniority. If the permanent employee attempting to downgrade is unable to do so, he/she shall be laid off.

(4) An employee may accept layoff in lieu of the opportunity to downgrade by notifying Labor Relations within two (2) normal workdays of receiving notice of layoff. Where the employee accepts a layoff in lieu of a downgrade, said employee shall forfeit all recall rights except to a vacancy within the same classification from which the employee was laid off.

(5) If two (2) or more employees have an equal amount of classification seniority, the senior employee shall be determined on the basis of greater City service seniority. If two (2) or more employees have an equal amount of City service seniority, the senior employee shall be determined on the basis of greater hire date seniority, then by random number, if necessary.

(6) The application of this procedure is not intended to extend job assignment, work organization, or departmental preference to any employee affected by a layoff.

c. Notice of Layoff

In the event of layoff, the City shall send by certified mail return receipt requested a layoff notice to all affected employees. Such notice shall be postmarked at least thirty (30) calendar days in advance of the effective date of layoff. Such layoff

notice shall be mailed to the employee's address in the City's payroll system, and shall be deemed appropriate notice. The employee(s) who is on a paid or unpaid leave shall be affected by the layoff in accordance with the provisions of this Article in the same manner as all other employees.

14.4 FRINGE BENEFITS

a. Employees laid off shall be paid sick leave, vacation, holiday accrual, longevity, and similar benefits per applicable ordinances and rules. Employees being recalled who received a sick leave payoff at the time of layoff, shall have the uncompensated portion of their sick leave balance restored; provided, however, that only those sick leave hours accrued after recall shall be applied to sick leave payoff related to a subsequent termination.

b. Employees laid off who are enrolled in City insurance programs may continue elected coverage limited to the City's medical, dental, and life insurance plans for a period up to six (6) months or the period of time permitted by Consolidated Omnibus Budget Reconciliation Act (COBRA), whichever is greater, by advanced personal remittance for each month's premium for the cost of such coverage, at the time of layoff.

c. Assistance with this insurance option, unemployment benefits, and the availability of retirement benefits or refunds as governed by the City Charter will be provided by Benefits in the Department of Human Resources on the request of laid-off employees.

14.5 RECALL

a. When a vacancy occurs in a job classification, the laid off or downgraded employee(s) eligible to return to that job classification shall be recalled in the inverse order of their downgrade or layoff. When a recall list exists and an employee is on a reinstatement list due to a medical leave of absence, such employee will be merged with employees on the established layoff eligibility list based on classification seniority. Permanent employees who were laid off or downgraded are eligible to return to the job classification in which permanent status is held within their regression ladder, or to lower classifications within the same regression ladder, but shall have no recall rights to any job classification in which provisional or probationary status was held at the time of layoff or downgrade. Provisional and probationary employees who had no permanent status in another job classification at the time of layoff shall have no recall rights. Non-career employees shall have no recall rights.

b. Employees who have been downgraded and are subsequently recalled shall return to the salary step which he/she held prior to his/her displacement. The anniversary date for future in-grade salary adjustments shall be the date of recall to the permanent classification.

c. Employees shall be entitled to recall rights for a period of five (5) consecutive years from the effective date of layoff or downgrade. The effective date of

layoff shall be the employee's last day of work. The effective date of downgrade shall be the employee's last day of work in the classification from which he/she is downgraded. An employee who has downgraded and has not been recalled to the classification where permanent status is held within the five (5) year period shall gain permanent status for purposes of layoff in the classification to which the employee downgraded, or is currently working at the time recall rights are lost, whichever is higher in the regression ladder.

d. When a vacancy exists and employees are to be recalled, notice of the opening(s) shall be sent to the mailing address as shown in the City's payroll system. To expedite recall, more than one employee may be notified of an opening. This recall notice shall be by certified mail return receipt requested and the employee shall have ten (10) calendar days to notify the City of his/her intent to return to work. The employee shall have twenty-one (21) days from the postmark of the certified letter to report to work with the twenty-one (21) days being inclusive of the ten (10) days.

e. If the employee fails to notify the City within ten (10) days or fails to report to work within the twenty-one (21) days, the employee shall lose all recall rights.

14.6 GENERAL

The City or the WCE shall have the right, at any time during the term of this Agreement, to initiate discussions on possible alternatives to layoff to correct any adverse impact a proposed layoff would have on minorities and women employees in the units represented by the WCE. If such discussions are initiated, but the parties fail to reach agreement, the present layoff procedure shall continue in full force and effect.

ARTICLE 15 – SAFETY EQUIPMENT REIMBURSEMENT

15.1 CAL-OSHA APPROVED SAFETY FOOTWEAR

Upon approval of the appropriate supervisor, an employee who works on a jobsite where Cal-OSHA approved safety footwear is required to be worn as a condition of employment shall be eligible for reimbursement of up to $200 for the purchase or repair of approved safety footwear subject to the following conditions: (1) the employee must obtain prior authorization from his/her supervisor before purchasing safety shoes or having existing footwear repaired; (2) the employee must submit a receipt to the supervisor to verify the cost and substantiate the reimbursement; (3) the employee shall be eligible for reimbursement under this section no more than once every 2 years.

15.2 SAFETY GLASSES

a. When it is mandatory for employees to wear safety glasses, the City shall provide non-prescription safety glasses for employees. Employees who wear prescription glasses may wear the protective eye wear provided by the City or the employee may choose to wear prescription safety glasses at their own expense.

b. The City agrees to reimburse employees up to a maximum of one hundred twenty-five dollars ($125) for the repair or replacement of prescription safety glasses purchased by the employee if the glasses are damaged or destroyed while the employee is actively at work, provided that the employee furnishes satisfactory proof to the City of such loss.

c. The prescription shall not be more than twenty-four (24) months old to qualify for reimbursement under this Section. All costs to update and fill the prescription shall be borne by the employee.

ARTICLE 16 – DISCIPLINE

16.1 LETTER OF REPRIMAND

a. A letter of reprimand shall not be appealable to the Civil Service Board, except the employee may have an administrative review of the reprimand by submitting a request in writing within seven (7) calendar days to the Director of Human Resources. The Director or designee will schedule a private meeting within seven (7) calendar days of receipt of the written request to hear the employee's response. A final written decision will be rendered by the Director or designee within seven (7) calendar days of the meeting. This Section shall not be subject to the Grievance Procedure.

b. A letter of reprimand issued on or after October 27, 1990, will be withdrawn from an employee's official personnel file eighteen (18) months from the date of issue provided there has not been additional formal discipline imposed during the eighteen-month period.

16.2 IN-LIEU DISCIPLINE

By mutual agreement between the appointing authority or designee and the employee, an employee suspended from duty without pay may forfeit accumulated holiday, compensating time off, and/or vacation credits equal to the number of hours of suspension in lieu of such suspension. If the suspension is reduced or reversed at the conclusion of the appeal process, the City shall reinstate the forfeited credits. This provision shall not be subject to the grievance procedure.

16.3 WITHDRAWAL OF APPEAL

An employee or union may withdraw an appeal of discipline at any time prior to a decision by an Administrative Law Judge or the Civil Service Board. An appeal shall be deemed withdrawn if the employee fails to respond within thirty (30) days to a written request by the City to schedule a hearing or otherwise participate in the appeal process. The written request shall be certified and sent to the employee’s mailing address as shown in the City’s payroll system.

16.4 SUSPENSIONS AND PAY REDUCTIONS

a. Suspensions and pay reductions imposed after June 20, 2009, will be withdrawn from an employee's official personnel file, and any other personnel files maintained by the City five (5) years from the date of issue provided there has not been additional formal discipline imposed during the five-year period. If an employee had additional discipline in the five-year period, the removal date will restart.

b. All discipline documents that are removed from the employee's personnel file will be retained in Labor Relations. Should an employee have subsequent discipline, the earlier disciplines may be used for purposes of progressive discipline.

ARTICLE 17 – MISCELLANEOUS

17.1 NEW OR REVISED JOB CLASSIFICATIONS

a. It is recognized that the establishment of new or revised job classifications within the Engineering Unit covered by this Agreement may be warranted. Under such circumstances, the City shall prepare and submit to the WCE the proposed descriptions and proposed appropriate salary ranges for such job classifications as will have been determined to be within the Engineering Unit, covered by this Agreement not less than fifteen (15) days prior to submission of the job classification to the Civil Service Board. Upon request of the WCE, the fifteen (15) day period will be extended by an additional ten (10) days.

b. The WCE shall have the right to file an appeal to the Civil Service Board regarding job classification.

c. In the event the Employer-Employee Relations Policy is revised in respect to the assignment of classifications to representation units, either party may reopen this Section for the purpose of reaching mutual agreement on the procedural changes which may need to be made under this Section.

17.2 PROHIBITION OF STRIKES

For the duration of this Agreement, the WCE and its members agree that it shall not call, sanction or engage in any strike, slowdown, suspension or stoppage of work or other concerted activity, and the City agrees that it shall not cause or engage in any lockout.

17.3 SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision should be rendered or declared invalid by any decree of a court of competent jurisdiction or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

17.4 REGIONAL TRANSIT MONTHLY PASS

a. Sacramento Regional Transit District (SRTD)

Full-time career employees who utilize the Sacramento Regional Transit District (SRTD) for home-to-work transportation are eligible for an eighty percent (80%) price discount on a SRTD monthly pass. Part-time career employees shall be eligible for a fifty percent (50%) price discount. The employee must notify the Department of Finance, Revenue Division, on or before the fifth day of the month to obtain the monthly pass discount for that month.

b. Other Bus Transportation

Eligible full-time employees, as described above, who regularly utilize other bus transportation regulated by the Public Utilities Commission for home-to-work commuting are eligible for monthly reimbursement up to eighty percent (80%) of the cost of the monthly pass. Eligible part-time employees, as described above, shall be eligible for a fifty percent (50%) monthly reimbursement. The employee must present the required proof of purchase to the Department of Finance, Revenue Division, by the fifth day of the month to obtain reimbursement. The amount of the monthly reimbursement shall not exceed one hundred twenty dollars ($120).

c. Downtown Parking Subsidy

The City shall provide a ninety dollar ($90) per month parking subsidy to eligible full-time career employees who are regularly assigned to work in the downtown area. Eligible part-time career employees who are regularly assigned to work in the downtown area will receive a sixty dollar ($60) per month parking subsidy. The subsidy will be included in the employee's bi-weekly paycheck, subject to applicable state and federal taxes.

17.5 DISCOUNTED PARKING RATES

Discounted parking will be available to employees, on a first-come, first-serve basis, for parking spaces in the Memorial Garage, located at 14th and H Streets, at seventy percent (70%) of the regular monthly Memorial Garage rate. This provision shall be inoperative at the sole discretion of the City at any time after June 20, 1997.

17.6 PROBATIONARY PERIOD

a. Probationary Period

The probationary period is an extension of and an integral part of the examination process. It shall be utilized for closely observing the employee's work, for securing the most effective assimilation of a new employee, and for determining if performance meets the required standards of the job.

(1) The probationary period for all employees in this unit shall be twelve (12) months in duration.

(2) An employee may be released, without right of appeal, during the probationary period. Written notice of the release shall be furnished the probationer.

b. Performance Evaluations

(1) At the discretion of the appointing authority, the City shall have the right to conduct employee performance appraisals for all career and non-career employees, including those at the top salary step.

(2) Should review of the existing performance evaluation system be requested by either party, upon mutual agreement the parties shall meet to discuss the performance evaluation system.

17.7 TRIAL PERIOD

a. An employee appointed to a career classification as a non-career employee shall serve a trial period.

b. The trial period for the non-career employee appointed to a career classification shall be equivalent in length of time to the probationary period for that classification beginning with the first day the employee reports to work.

c. A non-career employee may be released from his or her position at the discretion of the appointing authority at any time during the trial period without right of appeal to the Civil Service Board. Such release shall be confirmed in writing.

d. This provision shall not be used to circumvent the Civil Service system in respect to the City's testing practices.

17.8 PAYROLL ERRORS

a. In the event an error has been made in the payment of an employee's salary, overtime payment or leave accruals, balances or usages, the City shall, for purposes of future compensation, adjust such compensation to the correct amount, giving written notice to the employee.

b. In the event an employee received an overpayment in wages, reimbursement to the City shall be accomplished by:

(1) Lump sum payment by the employee;

(2) A one-time deduction from useable vacation, CTO, or holiday credit balances equivalent to the overpayment at the employee's current hourly rate;

(3) A repayment schedule through payroll deduction; and/or

(4) Other means, as may be mutually agreed between the parties.

No repayment schedule shall exceed fifty-two (52) pay periods in duration, except that if the employee does not agree to a voluntary repayment schedule, the overpayment collection shall not exceed twenty-six (26) pay periods.

c. No action shall be taken to enforce repayment of an overpayment, or to correct an underpayment, unless action is taken within two years from the ending date of the pay period in which the error is discovered. "Action is taken" as used in this Section shall mean written notice to the employee in the case of an overpayment, or written or oral notice to the City in the case of an underpayment error.

17.9 NON-DISCRIMINATION

a. The City and the WCE agree not to unlawfully discriminate against any employee and/or member on the basis of age, sex, marital status, sexual orientation, religion, race, color, creed, national origin, political affiliation, WCE membership or activity, or handicap.

b. Nothing in this Section shall be construed to extend benefits to any person.

17.10 PERS RETIREMENT PLAN

a. <u>Member Contribution to PERS Retirement Plan – Classic Members</u>

(1) Effective June 29, 2013, “classic members” as defined by PERS, shall pay seven percent (7%) of the member contribution to the PERS retirement plan. Classic members shall qualify for the 2% at 55 benefit formula and retirement shall be based upon the highest twelve (12) consecutive months of compensation.

(2) Effective September 5, 2015, “classic members” shall pay eight percent (8%) of salary to the PERS retirement plan. The parties will seek to amend the PERS contract to reflect a new cost-share agreement in which miscellaneous classic members shall, from the date of the amendment, pay a seven percent (7%) employee contribution and one percent (1%) of the employer contribution through PERS cost-share. If this PERS cost share is not approved by a vote of the bargaining unit employees, the one percent (1%) cost share will remain in the City’s account.

b. <u>Member Contribution to PERS Retirement Plan – New Members</u>

“New members” as defined by Public Employees’ Pension Reform Act (PEPRA) shall be members in the PERS on terms consistent with the PEPRA. New

members shall qualify for the 2% at 62 benefit formula, shall contribute fifty percent (50%) of the total normal cost as required by PEPRA, and retirement shall be based upon the highest thirty-six (36) consecutive months of compensation.

17.11 TELECOMMUTING PROGRAM

The City may establish for the term of this Agreement a telecommuting program for represented employees in accordance with the City's present Telecommuting Program with the following exceptions:

a. The City will decide the classifications and positions which are feasible for a telecommuting program. The WCE may recommend classifications and positions for inclusion in telecommuting.

b. The WCE representative or designee shall have the opportunity to attend the meeting between the City and the employee at the time of the decision on a telecommuting arrangement.

c. A telecommuting arrangement may be terminated by the City or by the employee upon submission of written notice to the other party. Upon receipt of the written notice, the telecommuting arrangement will be terminated on a date mutually acceptable to the City and the employee or thirty (30) calendar days from the date of written notice should there be no mutual agreement.

17.12 MODIFIED/ALTERNATIVE DUTY POLICY

The City’s Modified/Alternative Duty Policy shall be applicable to eligible employees who have been injured on-the-job.

17.13 LIMITED-TERM APPOINTMENTS

The City may, due to extraordinary circumstances, extend a twelve-month limited-term appointment to an additional twelve months provided the City complies with the following:

a. The employee is not laid off after the expiration of the initial twelve-month appointment; and

b. The employee continues to be benefit-qualified for the duration of the extended appointment.

17.14 TERM

a. This Agreement shall remain in full force and effect from June 26, 2015, to and including June 23, 2017.

b. The provisions of this Agreement shall be effective on the effective date stated above except as otherwise specifically provided.

c. The Letter of Understanding at Exhibit A is hereby incorporated and shall remain in effect during the term of this Agreement.

DATED: September 1, 2015

WESTERN COUNCIL OF ENGINEERS	CITY OF SACRAMENTO
BY:_____	_____
Nancy E. Watson Executive Director	Shelley Banks-Robinson Chief Negotiator
_____	_____
Kirk Thompson Negotiating Committee Member	LaToya Jackson Labor Relations Officer
_____	_____
Roxanne Dilley Negotiating Committee Member	Don Demavivas Labor Relations Officer
_____	
Anis Ghobril Negotiating Committee Member	

Exhibit A – Continuing Letter of Understanding

OFFICE OF LABOR RELATIONS

DEE CONTRERAS
DIRECTOR

CITY OF SACRAMENTO
CALIFORNIA

915 I STREET
ADMIN BLDG, ROOM 4133
SACRAMENTO, CA
95814-2604

PH 916-808-5424
FAX 916-808-8110

June 17, 2009
(REVISED)

Ms. Nancy Watson
Executive Director
Western Council of Engineers
700 College Avenue
Santa Rosa, CA 95404

Re: Agreement Regarding City's Efforts to Provide Adequate Work

Dear Ms. Watson:

This is to confirm the agreement of the City of Sacramento (City) and Western Council of Engineers (WCE) covering employees in the Engineering Unit regarding efforts to provide adequate work in the existing Memorandum of Understanding (MOU) between the parties. Specifically, it is agreed as follows:

The City agrees during the current economic downturn and layoffs, it will take reasonable measures to preserve the jobs of career employees including the following:

a) application of federal stimulus funds for projects which have a direct impact on career employees;

b) promote cooperation and coordination among departments so that one department might use the employee resources of another department rather than contracting out work; and,

c) WCE employees impacted by layoffs may apply for limited term and/or temporary work. The selection and hiring process will be consistent with prevailing rules, regulations and the Civil Service Board. Acceptance of limited term and/or temporary work will not impact an employees' recall rights or responsibilities. On a quarterly basis, the City shall provide to WCE a list of anticipated and existing outside contracts/consultants which perform the

same and/or similar work performed by WCE members. The list will include contracts/consultants with the Departments of Transportation, General Services, Community Development, Parks and Recreation, and Utilities.

d) Upon request by either party, the parties will meet no later than twenty (20) business days following the issuing of the list to discuss the impact of the anticipated and existing contracts/consultants. The discussion will include possible solutions to facilitate the reinstatement of employees impacted by layoff.

If this is your understanding of the agreement reached, please sign and date as indicated below and return one copy to my office. I have enclosed an additional original for your files.

Sincerely,

VeRonica Busby
Labor Relations Officer

AGREED TO:

Nancy Watson, Executive Director
Western Council of Engineers

cc: Kirk Thompson, Western Council of Engineers

WCE Salary Schedule A
Effective September 5, 2015

Job Code	Descr	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
011014	Assistant Architect	$ 30.179047	$ 31.687999	$ 33.272399	$ 34.936019	$ 36.682820	$ 38.516961	$ 40.442809	$ 42.464949
011011	Assistant Civil Engineer	$ 30.179047	$ 31.687999	$ 33.272399	$ 34.936019	$ 36.682820	$ 38.516961	$ 40.442809	$ 42.464949
011019	Assistant Electrical Engineer	$ 30.179047	$ 31.687999	$ 33.272399	$ 34.936019	$ 36.682820	$ 38.516961	$ 40.442809	$ 42.464949
011021	Assistant Mechanical Engineer	$ 30.179047	$ 31.687999	$ 33.272399	$ 34.936019	$ 36.682820	$ 38.516961	$ 40.442809	$ 42.464949
011015	Associate Architect	$ 36.629115	$ 38.460571	$ 40.383600	$ 42.402780	$ 44.522919	$ 46.749065	$ 49.086518	$ 51.540844
011012	Associate Civil Engineer	$ 36.629115	$ 38.460571	$ 40.383600	$ 42.402780	$ 44.522919	$ 46.749065	$ 49.086518	$ 51.540844
011020	Associate Electrical Engineer	$ 36.629115	$ 38.460571	$ 40.383600	$ 42.402780	$ 44.522919	$ 46.749065	$ 49.086518	$ 51.540844
011016	Associate Landscape Architect	$ 35.523144	$ 37.299301	$ 39.164266	$ 41.122480	$ 43.178604	$ 45.337534	$ 47.604411	$ 49.984631
011022	Associate Mechanical Engineer	$ 36.629115	$ 38.460571	$ 40.383600	$ 42.402780	$ 44.522919	$ 46.749065	$ 49.086518	$ 51.540844
011018	Fire Protection Engineer	$ 37.361616	$ 39.229697	$ 41.191182	$ 43.250741	$ 45.413278	$ 47.683942	$ 50.068139	$ 52.571546
011013	Junior Architect	$ 24.741992	$ 25.979092	$ 27.278046	$ 28.641949	$ 30.074046	$ 31.577748	$ 33.156636	$ 34.814468
011010	Junior Engineer	$ 24.741992	$ 25.979092	$ 27.278046	$ 28.641949	$ 30.074046	$ 31.577748	$ 33.156636	$ 34.814468
011024	Junior Landscape Assistant	$ 24.741992	$ 25.979092	$ 27.278046	$ 28.641949	$ 30.074046	$ 31.577748	$ 33.156636	$ 34.814468
011017	Landscape Assistant	$ 28.929697	$ 30.376182	$ 31.894991	$ 33.489741	$ 35.164228	$ 36.922439	$ 38.768561	$ 40.706989
011023	Telecommunications Engineer I	$ 33.515069	$ 35.190822	$ 36.950363	$ 38.797881	$ 40.737775	$ 42.774664	$ 44.913397	$ 47.159067
011025	Telecommunications Engineer II	$ 36.629115	$ 38.460571	$ 40.383600	$ 42.402780	$ 44.522919	$ 46.749065	$ 49.086518	$ 51.540844
011026	Telecommunications Engineer III	$ 38.460486	$ 40.383510	$ 42.402685	$ 44.522820	$ 46.748961	$ 49.086409	$ 51.540729	$ 54.117766

WCE Salary Schedule B
Effective September 5, 2015

Job Code	Descr	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
011014	Assistant Architect	$30.053599	$30.804939	$31.575063	$32.364439	$33.173550	$34.002889	$34.852961	$35.724285	$36.617393	$37.532827	$38.471148	$39.432927	$40.418750	$41.429219	$42.464949
011011	Assistant Civil Engineer	$30.053599	$30.804939	$31.575063	$32.364439	$33.173550	$34.002889	$34.852961	$35.724285	$36.617393	$37.532827	$38.471148	$39.432927	$40.418750	$41.429219	$42.464949
011019	Assistant Electrical Engineer	$30.053599	$30.804939	$31.575063	$32.364439	$33.173550	$34.002889	$34.852961	$35.724285	$36.617393	$37.532827	$38.471148	$39.432927	$40.418750	$41.429219	$42.464949
011021	Assistant Mechanical Engineer	$30.053599	$30.804939	$31.575063	$32.364439	$33.173550	$34.002889	$34.852961	$35.724285	$36.617393	$37.532827	$38.471148	$39.432927	$40.418750	$41.429219	$42.464949
011015	Associate Architect	$36.476857	$37.388778	$38.323498	$39.281585	$40.263625	$41.270215	$42.301971	$43.359520	$44.443508	$45.554596	$46.693461	$47.860797	$49.057317	$50.283750	$51.540844
011012	Associate Civil Engineer	$36.476857	$37.388778	$38.323498	$39.281585	$40.263625	$41.270215	$42.301971	$43.359520	$44.443508	$45.554596	$46.693461	$47.860797	$49.057317	$50.283750	$51.540844
011020	Associate Electrical Engineer	$36.476857	$37.388778	$38.323498	$39.281585	$40.263625	$41.270215	$42.301971	$43.359520	$44.443508	$45.554596	$46.693461	$47.860797	$49.057317	$50.283750	$51.540844
011016	Associate Landscape Architect	$35.375483	$36.259870	$37.166367	$38.095526	$39.047914	$40.024112	$41.024715	$42.050332	$43.101591	$44.179130	$45.283609	$46.415699	$47.576091	$48.765494	$49.984631
011022	Associate Mechanical Engineer	$36.476857	$37.388778	$38.323498	$39.281585	$40.263625	$41.270215	$42.301971	$43.359520	$44.443508	$45.554596	$46.693461	$47.860797	$49.057317	$50.283750	$51.540844
011018	Fire Protection Engineer	$37.206313	$38.136471	$39.089882	$40.067130	$41.068808	$42.095528	$43.147916	$44.226614	$45.332279	$46.465586	$47.627226	$48.817907	$50.038354	$51.289313	$52.571546
011013	Junior Architect	$24.639146	$25.255124	$25.886502	$26.533665	$27.197006	$27.876932	$28.573855	$29.288201	$30.020406	$30.770916	$31.540189	$32.328694	$33.136911	$33.965334	$34.814468
011010	Junior Engineer	$24.639146	$25.255124	$25.886502	$26.533665	$27.197006	$27.876932	$28.573855	$29.288201	$30.020406	$30.770916	$31.540189	$32.328694	$33.136911	$33.965334	$34.814468
011024	Junior Landscape Assistant	$24.639146	$25.255124	$25.886502	$26.533665	$27.197006	$27.876932	$28.573855	$29.288201	$30.020406	$30.770916	$31.540189	$32.328694	$33.136911	$33.965334	$34.814468
011017	Landscape Assistant	$28.809444	$29.529680	$30.267922	$31.024620	$31.800235	$32.595241	$33.410122	$34.245375	$35.101509	$35.979047	$36.878523	$37.800486	$38.745499	$39.714136	$40.706989
011023	Telecommunications Engineer I	$33.375754	$34.210148	$35.065402	$35.942037	$36.840588	$37.761603	$38.705643	$39.673284	$40.665116	$41.681744	$42.723787	$43.791882	$44.886679	$46.008846	$47.159067
011025	Telecommunications Engineer II	$36.476857	$37.388778	$38.323498	$39.281585	$40.263625	$41.270215	$42.301971	$43.359520	$44.443508	$45.554596	$46.693461	$47.860797	$49.057317	$50.283750	$51.540844
011026	Telecommunications Engineer III	$38.300614	$39.258130	$40.239583	$41.245573	$42.276712	$43.333630	$44.416971	$45.527395	$46.665580	$47.832219	$49.028025	$50.253725	$51.510068	$52.797820	$54.117766

Job Code	Descr	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
011014	Assistant Architect	$ 30.782627	$ 32.321759	$ 33.937847	$ 35.634739	$ 37.416476	$ 39.287300	$ 41.251665	$ 43.314248
011011	Assistant Civil Engineer	$ 30.782627	$ 32.321759	$ 33.937847	$ 35.634739	$ 37.416476	$ 39.287300	$ 41.251665	$ 43.314248
011019	Assistant Electrical Engineer	$ 30.782627	$ 32.321759	$ 33.937847	$ 35.634739	$ 37.416476	$ 39.287300	$ 41.251665	$ 43.314248
011021	Assistant Mechanical Engineer	$ 30.782627	$ 32.321759	$ 33.937847	$ 35.634739	$ 37.416476	$ 39.287300	$ 41.251665	$ 43.314248
011015	Associate Architect	$ 37.361698	$ 39.229782	$ 41.191272	$ 43.250835	$ 45.413377	$ 47.684046	$ 50.068248	$ 52.571660
011012	Associate Civil Engineer	$ 37.361698	$ 39.229782	$ 41.191272	$ 43.250835	$ 45.413377	$ 47.684046	$ 50.068248	$ 52.571660
011020	Associate Electrical Engineer	$ 37.361698	$ 39.229782	$ 41.191272	$ 43.250835	$ 45.413377	$ 47.684046	$ 50.068248	$ 52.571660
011016	Associate Landscape Architect	$ 36.233607	$ 38.045287	$ 39.947552	$ 41.944929	$ 44.042176	$ 46.244284	$ 48.556499	$ 50.984324
011022	Associate Mechanical Engineer	$ 37.361698	$ 39.229782	$ 41.191272	$ 43.250835	$ 45.413377	$ 47.684046	$ 50.068248	$ 52.571660
011018	Fire Protection Engineer	$ 38.108849	$ 40.014291	$ 42.015006	$ 44.115756	$ 46.321544	$ 48.637621	$ 51.069502	$ 53.622977
011013	Junior Architect	$ 25.236832	$ 26.498674	$ 27.823607	$ 29.214788	$ 30.675527	$ 32.209303	$ 33.819769	$ 35.510757
011010	Junior Engineer	$ 25.236832	$ 26.498674	$ 27.823607	$ 29.214788	$ 30.675527	$ 32.209303	$ 33.819769	$ 35.510757
011024	Junior Landscape Assistant	$ 25.236832	$ 26.498674	$ 27.823607	$ 29.214788	$ 30.675527	$ 32.209303	$ 33.819769	$ 35.510757
011017	Landscape Assistant	$ 29.508291	$ 30.983706	$ 32.532891	$ 34.159536	$ 35.867513	$ 37.660888	$ 39.543933	$ 41.521129
011023	Telecommunications Engineer I	$ 34.185370	$ 35.894638	$ 37.689370	$ 39.573839	$ 41.552531	$ 43.630157	$ 45.811665	$ 48.102248
011025	Telecommunications Engineer II	$ 37.361698	$ 39.229782	$ 41.191272	$ 43.250835	$ 45.413377	$ 47.684046	$ 50.068248	$ 52.571660
011026	Telecommunications Engineer III	$ 39.229695	$ 41.191180	$ 43.250739	$ 45.413276	$ 47.683940	$ 50.068137	$ 52.571544	$ 55.200121

Job Code	Descr	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
011014	Assistant Architect	$30.654671	$31.421038	$32.206564	$33.011728	$33.837021	$34.682947	$35.550021	$36.438771	$37.349740	$38.283484	$39.240571	$40.221585	$41.227125	$42.257803	$43.314248
011011	Assistant Civil Engineer	$30.654671	$31.421038	$32.206564	$33.011728	$33.837021	$34.682947	$35.550021	$36.438771	$37.349740	$38.283484	$39.240571	$40.221585	$41.227125	$42.257803	$43.314248
011019	Assistant Electrical Engineer	$30.654671	$31.421038	$32.206564	$33.011728	$33.837021	$34.682947	$35.550021	$36.438771	$37.349740	$38.283484	$39.240571	$40.221585	$41.227125	$42.257803	$43.314248
011021	Assistant Mechanical Engineer	$30.654671	$31.421038	$32.206564	$33.011728	$33.837021	$34.682947	$35.550021	$36.438771	$37.349740	$38.283484	$39.240571	$40.221585	$41.227125	$42.257803	$43.314248
011015	Associate Architect	$37.206394	$38.136554	$39.089968	$40.067217	$41.068897	$42.095620	$43.148010	$44.226710	$45.332378	$46.465688	$47.627330	$48.818013	$50.038463	$51.289425	$52.571660
011012	Associate Civil Engineer	$37.206394	$38.136554	$39.089968	$40.067217	$41.068897	$42.095620	$43.148010	$44.226710	$45.332378	$46.465688	$47.627330	$48.818013	$50.038463	$51.289425	$52.571660
011020	Associate Electrical Engineer	$37.206394	$38.136554	$39.089968	$40.067217	$41.068897	$42.095620	$43.148010	$44.226710	$45.332378	$46.465688	$47.627330	$48.818013	$50.038463	$51.289425	$52.571660
011016	Associate Landscape Architect	$36.082992	$36.985067	$37.909694	$38.857436	$39.828872	$40.824594	$41.845209	$42.891339	$43.963623	$45.062713	$46.189281	$47.344013	$48.527613	$49.740804	$50.984324
011022	Associate Mechanical Engineer	$37.206394	$38.136554	$39.089968	$40.067217	$41.068897	$42.095620	$43.148010	$44.226710	$45.332378	$46.465688	$47.627330	$48.818013	$50.038463	$51.289425	$52.571660
011018	Fire Protection Engineer	$37.950439	$38.899200	$39.871680	$40.868472	$41.890184	$42.937439	$44.010874	$45.111146	$46.238925	$47.394898	$48.579771	$49.794265	$51.039121	$52.315100	$53.622977
011013	Junior Architect	$25.131928	$25.760227	$26.404232	$27.064338	$27.740947	$28.434470	$29.145332	$29.873965	$30.620814	$31.386335	$32.170993	$32.975268	$33.799650	$34.644641	$35.510757
011010	Junior Engineer	$25.131928	$25.760227	$26.404232	$27.064338	$27.740947	$28.434470	$29.145332	$29.873965	$30.620814	$31.386335	$32.170993	$32.975268	$33.799650	$34.644641	$35.510757
011024	Junior Landscape Assistant	$25.131928	$25.760227	$26.404232	$27.064338	$27.740947	$28.434470	$29.145332	$29.873965	$30.620814	$31.386335	$32.170993	$32.975268	$33.799650	$34.644641	$35.510757
011017	Landscape Assistant	$29.385632	$30.120273	$30.873280	$31.645112	$32.436240	$33.247146	$34.078324	$34.930283	$35.803540	$36.698628	$37.616094	$38.556496	$39.520409	$40.508419	$41.521129
011023	Telecommunications Engineer I	$34.043269	$34.894351	$35.766710	$36.660878	$37.577400	$38.516835	$39.479755	$40.466749	$41.478418	$42.515378	$43.578263	$44.667720	$45.784413	$46.929023	$48.102248
011025	Telecommunications Engineer II	$37.206394	$38.136554	$39.089968	$40.067217	$41.068897	$42.095620	$43.148010	$44.226710	$45.332378	$46.465688	$47.627330	$48.818013	$50.038463	$51.289425	$52.571660
011026	Telecommunications Engineer III	$39.066627	$40.043292	$41.044375	$42.070484	$43.122246	$44.200302	$45.305310	$46.437943	$47.598891	$48.788864	$50.008585	$51.258800	$52.540270	$53.853776	$55.200121

Meeting Date: **9/1/2015**

Report Type: Consent

Report ID: 2015-00737

City of SACRAMENTO 11

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Title: Agreement: Forensic Medical Examination Services for Sexual Assault, Child Abuse, Physical Abuse, Neglect and Violence Against Women's Act (VAWA) [Published for Review 08/20/2015]

Location: Citywide

Recommendation: Pass a Motion to: 1) authorize the City Manager, or City Manager's designee, to execute an agreement with Sutter Medical Foundation (SMF) (Initial term of one year and options to extend for four additional one-year terms, up to a total agreement term of five years) to perform sexual assault, child abuse, physical abuse, neglect and VAWA forensic examinations, for an annual amount of $250,000 and a total agreement not-to-exceed amount of $1,250,000; and 2) authorize the City Manager, or City Manager's designee, to enter into such extension(s) for the foregoing annual not-to-exceed amount, provided that sufficient funds are available in the budget adopted for the applicable Fiscal Year(s).

Contact: Marc Coopwood, Police Captain, Investigations, (916) 808-0551, Police Department

Presenter: None

Department: Police

Division: Investigations - Admin

Dept ID: 11001211

Attachments:

1-Description/Analysis

2-Agreement

City Attorney Review

Approved as to Form
Michael Fry
8/10/2015 11:40:10 AM

Approvals/Acknowledgements

Department Director or Designee: Sam Somers - 8/6/2015 9:32:20 AM

Description/Analysis

Issue: The Sacramento Police Department (SPD) has an ongoing requirement to provide forensic examinations for victims of sexual assaults and child abuse that occur within the city. In the investigation of sexual assaults and child abuse, the SPD is part of a multi-disciplinary team comprised of law enforcement, medical providers, social services, and the Sacramento County District Attorney's office. The medical exam eliminates duplication of efforts and ensures the proper evaluation and collection of evidence, while attending to the emotional and physical needs of the victim.

The SPD's current agreement with Sutter Medical Foundation (SMF) to provide these services will expire on September 30, 2015. On February 11, 2015, Request for Proposal (RFP) No. P15111081016 was issued for these services and SMF was the only proposal received.

Staff recommends that City Council authorize the execution of an agreement with SMF for an initial term of one year, with four additional one-year terms, for an annual not-to-exceed amount of $250,000 and a total agreement not-to-exceed amount of $1,250,000.

Policy Considerations: Resolution No. 2013-0117 requires additional agenda posting time for an agreement equal to or greater than $1 million. In addition, the recommendations contained in this report are consistent with City Code Section 3.64.020, which requires City Council approval to enter into contracts equal to or greater than $100,000 and Administrative Policy Instruction 4102.

Economic Impact: None

Environmental Considerations:

California Environmental Quality Act (CEQA): This activity is not subject to the California Environmental Quality Act (CEQA) because it does not constitute a "project" as defined in section 15378 of the CEQA Guidelines, and is otherwise exempt pursuant to Sections 15321 (b) (law enforcement activities) and 15061 (b) (no significant effect on the environment) of the CEQA Guidelines.

Sustainability Considerations: There is no sustainability consideration associated with this report.

Commission/Committee Action: None

Rationale for Recommendation: The SPD received one response to the RFP; Sutter Medical Foundation (SMF). SMF was the SPD's previous provider of these services. The principal medical examiner for SMF is a former member of the University of California at Davis and has conducted sexual assault examinations for the past 21 years. SMF provides examination services on a 24 hour/7 days per week basis and offers reasonable wait times for both victims and police officers. Additionally, SMF provides case consultation (case review of medical records, x-rays, lab reports, investigative reports, and photos in order to evaluate for child abuse and neglect versus accidental injury or other medical conditions) and expert testimony in court.

Financial Considerations: Sufficient funding is available in the SPD's Fiscal Year 2015/16 operating budget for these services. Renewal options will be dependent on the availability of funds in future fiscal years.

Local Business Enterprise (LBE): Sutter Medical is a local business enterprise.

PROJECT #:

PROJECT NAME:

DEPARTMENT:

DIVISION:

CITY OF SACRAMENTO

PROFESSIONAL SERVICES AGREEMENT *

THIS AGREEMENT is made at Sacramento, California, as of August 1, 2015, by and between the **CITY OF SACRAMENTO,** a municipal corporation ("CITY"), and

Sutter Medical Foundation
2700 Gateway Oaks, Suite 1200
Sacramento, CA 95833
Phone: 916-887-7122 Fax: 916-887-7123

("CONTRACTOR"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to CITY the services described in Exhibit A. CONTRACTOR shall provide said services at the time, place, and in the manner specified in Exhibit A. CONTRACTOR shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of such services: (a) CONTRACTOR notifies CITY and CITY agrees that such services are outside the scope of Exhibit A; (b) CONTRACTOR estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement and/or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager's authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.

2. **Payment.** CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONTRACTOR for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONTRACTOR shall submit all billings for said services to CITY in the manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONTRACTOR uses for billing clients similar to CITY.

3. **Facilities and Equipment.** Except as set forth in Exhibit C, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services

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* **This form to be used for all professional services, except professional services related to a construction project and professional services performed by architects, landscape architects, professional engineers, or professional land surveyors.**

pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.

4. **General Provisions.** The General Provisions set forth in Exhibit D, that include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONTRACTOR and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over said terms or conditions.

5. **Non-Discrimination in Employee Benefits.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento City Code Chapter 3.54 are summarized in Exhibit E. CONTRACTOR is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.

6. **Authority.** Each person signing this Agreement for each respective party hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of the applicable party and to bind such party to the performance of its obligations hereunder.

7. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

8. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

By:_____

Print name:_____

Title:_____

For: John F. Shirey, City Manager

APPROVED AS TO FORM:

_____

City Attorney

ATTEST:

_____

City Clerk

Attachments

Exhibit A - Scope of Service
Exhibit B - Fee Schedule/Manner of Payment
Exhibit C - Facilities/Equipment Provided
Exhibit D - General Provisions
Exhibit E - Non-Discrimination in Employee Benefits

CONTRACTOR:

Sutter Medical Foundation

NAME OF FIRM

68-0273974

Federal I.D. No.

/

State I.D. No.

/

City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY *(check one)*:

_____ Individual/Sole Proprietor
_____ Partnership
__X__ Corporation *(may require 2 signatures)*
_____ Limited Liability Company
_____ Other (*please specify:* _____)

Thomas Blinn

Signature of Authorized Person

Thomas Blinn

Print Name and Title

CEO of Medical Foundations
Sutter Health Valley Region

Additional Signature *(if required)*

_____

Print Name and Title

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

Name of Contractor: Sutter Medical Foundation

Address: 2700 Gateway Oaks #1200, Sacramento, CA 95833

The above named Contractor ("Contractor") hereby declares and agrees as follows:

1. Contractor has read and understands the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") attached hereto as Exhibit E.

2. As a condition of receiving this Agreement, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").

3. Contractor understands, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance are any of the following:

   a. Bereavement Leave
   b. Disability, life, and other types of insurance
   c. Family medical leave
   d. Health benefits
   e. Membership or membership discounts
   f. Moving expenses
   g. Pension and retirement benefits
   h. Vacation
   i. Travel benefits
   j. Any other benefit offered to employees

   Contractor agrees that if Contractor offers any of the above-listed employee benefits, Contractor will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:

   a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
   b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.

c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.

d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.

e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Agreement is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Agreement is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.

f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Agreement is executed by the City.

g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).

h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).

i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Agreement is executed by the City.

5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor to possible suspension and/or termination of this Agreement for cause; repayment of any or all of the Agreement amount disbursed by the City; debarment for future agreements until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of $50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.

6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by

authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.

7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Agreement award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.

8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.

Thomas Blinn
Signature of Authorized Representative

7-14-15
Date

Thomas Blinn
Print Name

CEO of Medical Foundations
Title Sutter Health Valley Area

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

1. **Representatives.**

The CITY Representative for this Agreement is:

Patrick Kohles, Sergeant
5770 Freeport Blvd, Ste. 100, Sacramento, CA 95822
Phone: 916-808-0708/Email: pkohles@pd.cityofsacramento.org

All CONTRACTOR questions pertaining to this Agreement shall be referred to the CITY Representative or the Representative's designee.

The CONTRACTOR Representative for this Agreement is:

Shana Rockwell, Contract Analyst
2700 Gateway Oaks, Suite 1200, Sacramento, CA 95833
Phone (916) 887-7166/Fax (916) 887-7123/E-mailrockwes@sutterhealth.org

All CITY questions pertaining to this Agreement shall be referred to the CONTRACTOR Representative. All correspondence to CONTRACTOR shall be addressed to the address set forth on page one of this Agreement. Unless otherwise provided in this Agreement, all correspondence to the CITY shall be addressed to the CITY Representative.

2. **Insurance.** Insurance requirements are specified in Exhibit D, Section 11.

3. **Conflict of Interest Requirements.**

A. **Generally.** Under the California Political Reform Act, Government Code §§ 81000 et seq., designated employees of the CITY are required to comply with the CITY's Conflict of Interest Code. The term "designated employees" is a term of art and includes individuals who are working for contractors who are providing services or performing work for the CITY and who are considered to be "consultants" under the Political Reform Act. The term "consultant" generally includes individuals who make, or participate in making, governmental decisions or who serve in a staff capacity. Individuals who perform work that is solely clerical, ministerial, manual or secretarial are not "consultants."

The CITY's Conflict of Interest Code requires designated employees, including individuals who qualify as "consultants", to file the following statements of economic interests:

(1) An "assuming office" statement of economic interests to be filed within 30 days after execution of the agreement between the City and the contractor;

(2) Annual statements of economic interests while the agreement remains in effect, to be filed not later than April 30 of each year; and

(3) A "leaving office" statement of economic interests to be filed within 30 days of completion of the contract.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act.

The CITY's Conflict of Interest Code also requires individuals who qualify as "consultants" under the Political Reform Act to comply with the conflict of interest provisions of the Political Reform Act, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests.

B. **Conflict of Interest Statements.** The individual(s) who will provide services or perform work pursuant to this Agreement are "consultants" within the meaning of the Political Reform Act and the CITY's Conflict of Interest Code: ____ yes X no *[check one]*

If "yes" is checked above, CONTRACTOR shall cause the following to occur within 30 days after execution of this Agreement:

(1) Identify the individuals who will provide services or perform work under this Agreement as "consultants";

(2) Cause these individuals to file with the CITY Representative the "assuming office" statements of economic interests required by the CITY's Conflict of Interest Code.

Thereafter, throughout the term of the Agreement, CONTRACTOR shall cause these individuals to file with the CITY Representative annual statements of economic interests, and "leaving office" statements of economic interests, as required by the CITY's Conflict of Interest Code. The CITY may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

4. Scope of Services.

The services provided shall be as set forth in Attachment 1 to Exhibit A, attached hereto and incorporated herein.

5. Time of Performance. The services described herein shall be provided during the period, or in accordance with the schedule, set forth in the scope of services.

ATTACHMENT 1 TO EXHIBIT A

SCOPE OF SERVICE

1. Provide medical staff to perform evidentiary examinations, to assist in victim recovery, to maintain records, to afford case consultations, to testify in court cases, and to give specialized training to law enforcement personnel as necessary. In addition to meeting the minimum standards for the examination and treatment of victims/suspects, the selected contractor(s) also agrees to the following:

   - Medical Doctors, Nurse Practitioners, or Physician Assistants conduct the examinations.
   - All Examiners shall have:
     1) Completed the California Clinical Forensic Medical Training Center sexual assault examiner training or equivalent comprehensive didactic training program for both adult and pediatric evidentiary exams
     2) Show proficiency of clinical exam skills through proctoring by the team director of at least 3 evidentiary examinations each for adults and pediatrics.
     3) Complete 8 hours every 2 years of continuing education in the medical assessment of sexual assault survivors and/or child abuse.

   - An examiner must be available 24 hours a day and will respond to the exam site within 60 minutes of notification by the Sacramento Police Department of the need for an evidentiary examination.

2. Acute Evidentiary Exam for Sexual Abuse/Sexual Assault Victims

   - Definition: A medical examination to evaluate, diagnosis, and treat injuries suffered during a recent sexual assault or recent episode of child sexual abuse as well as collect and document evidence from the patient according to law enforcement protocols. These exams are usually conducted within 72 hours of the last sexual contact, but this time frame may be extended to 7 days in adolescent and adult females. These exams are conducted on an emergency basis in order to provide the patient confidential care and safety and to preserve evidence.

   - Patients: Patients to be examined in this program include children and adults, female or male victims.

   - Physical Examination: The exam includes a complete history and physical exam as well as a non-invasive microscopic exam of the anus and genitals using the colposcope. Only female adolescent and adult patients will undergo internal vaginal speculum exam, including vaginal wet mount prep for sperm evaluation. The patient may have several Q-tip samples collected from the skin, mouth, anus, vulva, and vagina. Adolescents and adults will have a blood and urine sample collected for toxicology screens.

- Evidence: Digital photographs are taken of the patient's injuries including magnified colposcopic images of the anus and genitals. These photos are held under secured file and can be released under a court subpoena or by request from law enforcement investigators. The collected evidence is prepared and packaged by the medical provider according to protocol, after the patient has been discharged. The Sacramento County crime kit is delivered to the Sacramento County crime lab by medical staff. The remaining evidence is kept in a locked cabinet until picked up by law enforcement. The appropriate OES evidentiary examination form is completed and immediately available to law enforcement shortly after the patient's exam or can be faxed at the officer's convenience.

- Treatment: The adult and adolescent patients are provided STD prophylaxis and offered pregnancy prophylaxis, following confirmation of a negative urine pregnancy test. Patients with serious injuries or medical conditions will be evaluated in the Emergency Department of their choice with appropriate consultation. All patients should be referred to counseling and some will need crisis counseling at the time of the visit.

3. Non-Acute Evidentiary Exam for Sexual Abuse/Sexual Assault Victims

- Definition: A medical examination to evaluate and diagnose injuries suffered during a previous sexual assault or child sexual abuse as well as document healing/healed injuries to patient according to law enforcement protocols. These exams are usually conducted after 72 hours from the last sexual contact, and sometimes years after the last contact.

- Patients: Patients to be examined in this program for non-acute abuse generally include children and adolescents, female or male victims.

- Physical Examination: The exam includes a complete history and physical exam as well as a non-invasive microscopic exam of the anus and genitals using the colposcope. In cases with findings suggestive of an STD, genital, urine, and blood samples may be taken for culture and serology studies. Adolescent females will receive a urine pregnancy test.

- Evidence: Digital photographs are taken of the patient's injuries including magnified colposcopic images of the anus and genitals. These photos are held under secured file and can be released under a court subpoena or by request from law enforcement investigators. There is usually no additional evidence to be delivered to law enforcement in a non-acute sexual abuse evidentiary examination. The appropriate OES evidentiary examination form is completed and immediately available to law enforcement shortly after the patient's exam or can be faxed at the officer's convenience.

- Treatment: There is usually no treatment needed for the Non-Acute cases. However, all patients should be referred to counseling and some will need crisis counseling at the time of the visit.

4. Evidentiary Exam for Sexual Abuse/Sexual Assault Suspects

- Definition: A medical examination to evaluate and document injuries suffered by the suspect in a recent sexual assault (rape) or recent episode of child sexual abuse (molestation) as well as to collect and preserve evidence from the suspect according to law enforcement protocols. These exams are generally conducted within 72 hours of the assault, however certain injuries such as lacerations, bruises, and bites can be observed after a longer period of time. These exams are conducted on an emergency basis in order to preserve the evidence.

- Patients: Patients to be examined in this program are juveniles and adults, male or female suspects.

- Physical Examination: The exam includes a focused history and physical exam. Information is obtained on the suspect's medical history for the past 60 days, including current injuries, medical treatment, scars or markings, and recent hygiene. Evidence swabs, hair samples are collected by protocol. Blood and urine samples are taken for toxicology screens.

- Evidence: Digital photographs are taken of any injuries or identifying marks or tattoos. These photos are held under secured file and can be released under a court subpoena or by request from law enforcement investigators. The collected evidence is prepared and packaged by the medical provider according to protocol, after the patient has been discharged. The Sacramento County crime kit is delivered to the Sacramento County crime lab by medical staff. The remaining evidence is kept in a locked cabinet until picked up by law enforcement. The appropriate OES evidentiary examination form is completed and immediately available to law enforcement shortly after the patient's exam or can be faxed at the officer's convenience.

- Treatment: There is usually no treatment needed for suspect exams. Patients with serious injuries will be evaluated in the Emergency Department of their choice with appropriate consultation.

5. Physical Abuse/Neglect Evidentiary Exam

- Definition: A medical examination to evaluate, diagnose, and treat injuries suffered during physical abuse or secondary to neglect. These injuries include bruises, burns, fractures, internal organ injury and head trauma, and failure to thrive. Patients with serious injuries will be immediately triaged to the Emergency Department. These cases should be scheduled on an urgent basis (same day, next day), but must be triaged by a medical provider for serious injuries requiring emergency care or non-urgent cases that could be scheduled up to a week later.

- Patients: 0-17 years of age, though most are under 5 years of age.

- Physical Examination: The medical provider will obtain a complete set of vital signs, including weight, height, and head circumference. A complete physical examination will be conducted.

- Laboratories/Studies: Many patients will need blood and urine studies. Some patients under 3 years will need urgent complete skeletal surveys as well as urgent referrals for pediatric ophthalmology. Laboratory and radiological studies will be billed to the patient's insurance, which may require coordination with the primary care provider.

- Treatment: Patients with serious injuries will be referred to the Emergency Department of their choice for treatment. Non-serious medical conditions will be treated in the clinic. All patients will need mental health referrals and some will need crisis counseling.

6. Abbreviated Adult/Adolescent Sexual Assault Exam (VAWA 924 Exam)

- Definition: A medical examination for sexual assault victims who request a forensic evidentiary exam, but cannot obtain one by the usual pathways of law enforcement. The history is self-directed; there is no collection of clothing, urine or blood for toxicology. The abbreviated VAWA exam is delayed to the next business day, so the survivor may bathe, eat, drink, and use the toilet as usual. The abbreviated VAWA 924 exam is not meant to serve survivors who only request medical care following a sexual assault. In such cases, the survivor would be referred to their own medical provider or an urgent care facility of their choice.

- Patients: Patients to be examined in this program include children and adults, female or male victims.

- Physical Examination: The abbreviated exam will be scheduled during regular business hours on the next business day following identification of the case. The survivor may bathe, eat, drink and pass urine and stool as usual while awaiting the appointment. An advocate will be scheduled for the same appointment. Per the Cal OES 924 exam protocol, this exam includes a self-directed interview form that is supervised by the forensic examiner. The examiner will conduct a complete physical exam, and document any injuries on the 924 form and by digital photography. The examiner will conduct a detailed anogenital exam using colposcopy and when indicated vaginal speculum exam and anoscopy. The examiner will document the anogenital exam with digital photography and collect all pertinent samples for the crime kit from the vagina, cervix and anus. Urine and blood toxicology and clothes will not be collected in most cases.

- Laboratories/Studies: The evidence will be dried and packaged per protocol into the Sacramento County Crime kit. A case number must be assigned to the kit. If law enforcement is already involved with the case, the case will be assigned with that agency. If no law enforcement agency has been identified at the time of exam, the case will be temporarily assigned to the Sacramento County Sheriff Department. The evidence will be placed into a secure locker. Law enforcement will pick-up the evidence on the next business day and then maintains the crime kit in a secure location within their agency. Crime kits will not be submitted to the crime lab until requested by law enforcement or the District Attorney's office.

- Treatment: All survivors requesting an abbreviated exam will be offered prophylaxis for sexually transmitted infections and pregnancy. The pregnancy test will also be

performed. The survivor will be offered counseling services.

- Special Billing: Per the CalOES guidelines, the provider will invoice the assigned law enforcement agency $300 for an abbreviated 924 VAWA exam. Law enforcement may then recover the $300 fee from CalOES, using the instruction outlined in the CalOES Informational Bulletin.

7. **Case Consultation**

- Definition: A case review of medical records, X-rays, laboratories, investigative reports, and photographs in order to evaluate for child abuse and neglect vs accidental injury or other medical condition.

- Patients: 0-17 years of age

- Physical Examination: No direct testimony, patient history or physical examination is performed.

8. **Expert Testimony in Court**

- Definition: Expert testimony provided under subpoena based on direct physical exam of a patient or case review.

9. Specialized Educational Training

- Training will be made available pursuant to Penal Code Section 13823.93 for law enforcement, investigative and court personnel.

ATTACHMENT 2 to EXHIBITA
AUTHORIZATION FORM FOR EVIDENTIARY EXAM

BEAR Program,
Sutter Medical Foundation

FAX completed authorization
to (916) 262-9109

Agency Authorization Form
Forensic Consultation Services & Evidentiary Exams

Today's Date: _____ Date of Service Requested: _____

Type of Service Requested:

- ☐ Victim: Acute evidentiary exam for sexual abuse/sexual assault victim* (<72 hrs since last sexual contact or <7 days for adolescents/adults)
- ☐ Physical abuse/neglect exam
- ☐ Case consultation/review of records
- ☐ Victim: Non-acute evidentiary exam for sexual abuse/sexual assault victim (>72 hrs since last sexual contact)
- ☐ Suspected perpetrator: Evidentiary exam for sexual abuse/sexual assault*
- ☐ Other: _____

Patient's Name: _____ Age/DOB: _____

Brief Explanation: _____

_____

Materials provided for review: _____

Service requested by *(printed name)*: _____ Title: _____

Phone / Pager #: _____ Badge #: _____ Case #: _____

Send invoice for completed services to: _____

Agency Name & Address: _____

_____

Authorized Supervisor *(printed name)*: _____ Title: _____

Authorized Signature: **X** _____ Date: _____

Day Exam:

Services in which the medical exam begins **after 8:00 am and before 4:00 pm**, Monday-Friday. Call first to determine location of exam. For acute sexual assault cases, page the 24-hr BEAR Team at **(916) 523-BEAR** (523-2327). For nonacute sexual abuse cases on weekdays, call **(916) 262-9108**, ask for BEAR Program Manager. For physical abuse cases, page (916) 523-7517. Office FAX is (916) 262-9109.

After-hours Exam:

Services in which the medical exam begins **after 4:00 pm and before 8:00 am**, Mon-Fri, and 24-hours Sat-Sun & holidays. Call first to determine location of exam. After hours, page BEAR Team at **(916) 523-BEAR (523-2327)**.

BEAR Clinic Location: Sutter Medical Plaza, 1625 Stockton Boulevard, Sacramento CA 95816, at the corner of Stockton Blvd. & Alhambra Blvd.

**Acute evidentiary and suspect examination services are provided 24 hours, 7 days per week. Pre-authorization is REQUIRED.*

EXHIBIT B

PROFESSIONAL SERVICES AGREEMENT

FEE SCHEDULE/MANNER OF PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of $ $1,250,000.00 .

2. **Billable Rates.**

   CONTRACTOR shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum or other basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein. [Attach list of billable rates that apply, labeled "Attachment 1 to Exhibit B".]

3. **CONTRACTOR's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.

4. **Payments to CONTRACTOR.**

   A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.

   B. All invoices submitted by CONTRACTOR shall contain the following information:

      (1) Job Name
      (2) Description of services billed under this invoice, and overall status of project
      (3) Date of Invoice Issuance
      (4) Sequential Invoice Number
      (5) CITY's Purchase Order Number
      (6) Total Contract Amount
      (7) Amount of this Invoice (Itemize all Reimbursable Expenses)
      (8) Total Billed to Date
      (9) Total Remaining on Contract
      (10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.

   C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described above.

D. Requests for payment shall be sent to:

City of Sacramento Police Department/Investigations Unit
5770 Freeport Blvd., Ste. 100, Sacramento, CA 95822
Phone: 916-808-0304

Attn: Sue Ortiz, Analyst

5. **Additional Services.** Additional Services are those services related to the scope of services of CONTRACTOR set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by CITY in accordance with CITY's Supplemental Agreement procedures. CITY reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform said Additional Services.

6. **Accounting Records of CONTRACTOR.** During performance of this Agreement and for a period of three (3) years after completing all Services and Additional Services hereunder, CONTRACTOR shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONTRACTOR's costs for all Services and Additional Services performed under this Agreement and records of CONTRACTOR's Reimbursable Expenses, in accordance with generally accepted accounting practices, and shall keep and make such records available for inspection and audit by representatives of the CITY upon reasonable written notice.

7. **Taxes.** CONTRACTOR shall pay, when and as due, any and all taxes incurred as a result of CONTRACTOR's compensation hereunder, including estimated taxes, and shall provide CITY with proof of such payment upon request. CONTRACTOR hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONTRACTOR's breach of this Section 7.

ATTACHMENT 1 to EXHIBIT B

Forensic Medical Examinations:

- **Acute evidentiary exam for sexual abuse/sexual assault** ..... $1,400.00 day rate
  Colposcopy and one follow-up exam included.
  $1,650.00 after hours

- **Non-acute evidentiary exam for sexual abuse/sexual assault** $550.00
  Colposcopy exam included.

- **Physical abuse evidentiary exam** $550.00
  Lab and radiology tests, if required, are charged to patient's medical insurance.

- **Suspect evidentiary exam for sexual abuse/sexual assault** $725.00

- **Abbreviated VAWA evidentiary exam** $300.00

Case Consultation:

- **Case consultation or review of records**, including telephone consultation and/or written report if requested ..... $150/hour (¼ -hour minimum)
  Time is charged in ¼-hour increments beyond specified minimum.

Expert Testimony:

- **Court appearance**, including testimony and wait time $150.00/hour
- Travel time to court or deposition location $100.00/hour

Training:

- **Specialized educational/training activities** for medical providers, law enforcement and social work personnel, attorneys, and other child abuse professionals ..... Complimentary: Two half-day trainings per year for contracting agency

Pre-authorization is REQUIRED. Weekdays, call (916) 262-9108.
For urgent sexual assault cases or after hours, please page (916) 523-BEAR (523-2327).

Day rate: Services in which the medical exam begins between 8:00 am and 4:00 pm, Monday-Friday.
After-hours rate: Services in which the medical exam begins *after* 4:00 pm and *before* 8:00 am, Monday-Friday, and 24 hours Saturday-Sunday and holidays.

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall [*check one*]

✓ Not furnish any facilities or equipment for this Agreement;

or

_____ Furnish the following facilities or equipment for the Agreement [*list, if applicable*]:

EXHIBIT D
PROFESSIONAL SERVICES AGREEMENT

GENERAL PROVISIONS

1. Independent Contractor.

A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)

B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.

C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.

D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by such additional persons or companies as CONTRACTOR

sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.

4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.

5. **Conflicts of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.

6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento

Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7. CONTRACTOR Information.

A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.

B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual "trade secret" designation of such information.

D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

8. **Standard of Performance.** CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

9. **Term; Suspension; Termination.**

A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

B. CITY shall have the right at any time to temporarily suspend CONTRACTOR's performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.

C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:

(1) CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.

(2) CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services rendered by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

10. Indemnity.

A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by CONTRACTOR, any sub-consultant, subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the direct supervision and control of CONTRACTOR.

B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

11. Insurance Requirements. During the entire term of this Agreement, CONTRACTOR shall maintain the insurance coverage described in this Section 11.

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the CITY.

It is understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the CONTRACTOR in connection with this Agreement.

A. Minimum Scope & Limits of Insurance Coverage

(1) Commercial General Liability Insurance providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of

activities performed by or on behalf of CONTRACTOR, its sub-consultants, and subcontractors, products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors, and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors, with limits of not less than one million dollars ($1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

(2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than one million dollars ($1,000,000) per accident. The policy shall provide coverage for owned, non-owned, and/or hired autos as appropriate to the operations of the CONTRACTOR.

No automobile liability insurance shall be required if CONTRACTOR completes the following certification:

"I certify that a motor vehicle will not be used in the performance of any work or services under this agreement." _____ (CONTRACTOR initials)

(3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars ($1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of the CITY. If no work or services will be performed on or at CITY facilities or CITY Property, the CITY Representative may waive this requirement by selecting the option below:

Workers' Compensation waiver of subrogation in favor of the CITY is not required. _____ (CITY Representative initials)

No Workers' Compensation insurance shall be required if CONTRACTOR completes the following certification:

"I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance." _____ (CONTRACTOR initials)

(4) Professional Liability Insurance providing coverage on a claims made basis for errors, omissions, or malpractice with limits of not less than one million ($1,000,000) dollars. Professional Liability (Errors and Omissions) insurance:

Is _____ Is not _____ *[check one]* required for this Agreement.

If required, such coverage must be continued for at least _____ year(s) following the completion of all Services and Additional Services under this Agreement. The retroactive date must be prior to the date this Agreement is approved or any Services are performed.

B. Additional Insured Coverage

(1) Commercial General Liability Insurance: The CITY, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of CONTRACTOR, its sub-consultants, and subcontractors; products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors; and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors.

(2) Automobile Liability Insurance: The CITY, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

(1) Except for professional liability, CONTRACTOR's insurance coverage, including excess insurance, shall be primary insurance as respects CITY, its officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees, or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

(2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees, or volunteers.

(3) Coverage shall state that CONTRACTOR'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.

(4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 11 must be declared to and approved by the CITY in writing prior to execution of this Agreement.

E. Verification of Coverage

(1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by

an authorized representative of the insurance carrier.

(2) For all insurance policy renewals during the term of this Agreement, CONTRACTOR shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento
c/o Ebix RCS
Reference #: (This number will be provided by EBIX after Agreement approval.)
PO Box 257
Portland, MI 48875-0257

Insurance certificates also may be faxed to (770) 325-3340, or e-mailed to: CertsOnly-Portland@ebix.com

(3) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CONTRACTOR or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

F. Subcontractors

CONTRACTOR shall require and verify that all sub-consultants and subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

12. Equal Employment Opportunity. During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".

B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital

status, physical handicap or sexual orientation.

D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:

(1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;

(2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.

13. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable
provisions of the Sacramento City Code.

14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or

connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.

18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.

19. **Use Tax Requirements.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

    A. Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.

    B. Sellers Permit: For any construction contract and any construction subcontract in the amount of $5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.

    C. The above provisions shall apply in all instances unless prohibited by the funding source for the Agreement.

EXHIBIT E

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits Code (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding $100,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

The Ordinance does not apply: to subcontractors or subcontracts of any Contractor or contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to permits for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

DEFINITIONS

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting

utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

"Contractor" means any person or persons, firm partnership or corporation, company, or combination thereof, that enters into a Contract with the City. "Contractor" does not include a public entity.

"Domestic Partner" means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

"Employee Benefits" means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees. "Employee benefits" shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

CONTRACTOR'S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee's name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

(a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form, signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.

(b) The Contractor shall give each existing employee working directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as Attachment "A."

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment "B."

Attachment A

YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

On ..... (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for ..... (contract details), and as a condition of that contract, agreed to abide by the requirements of the City's Non-Discrimination In Employee Benefits Code (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

You May . . .

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

  City of Sacramento
  Procurement Services Division
  915 I Street, Second Floor
  Sacramento, CA 95814

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:

  - Reinstatement, injunctive relief, compensatory damages and punitive damages

  - Reasonable attorney's fees and costs

Attachment B

YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

If you feel you have been discriminated against by your employer . . .

You May . . .

○ Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services Division
915 I Street, Second Floor
Sacramento, CA 95814

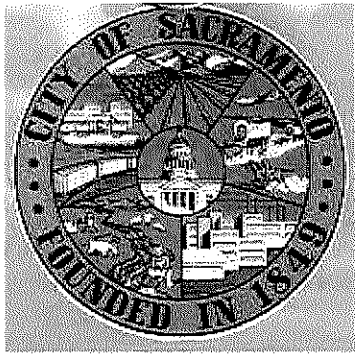
○ Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . .

You May Also . . .

Submit a written complaint to the City of Sacramento, Contract Services Unit, at the same address, containing the details of the alleged violation.



Sacramento, CA

Edit Insured
(VIEW ONLY!)

you are here: Main Menu / Insured Search / Edit Insured

Name	Address	Details

Requirements and Enforcement	Internal Contacts, Organizational Units and Projects	Contracts	Property Items

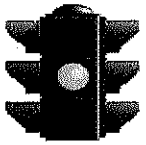
Editing: **Sutter Medical Center Sacramento (SMCS & PPSMG & CSMGS) (Z354641)**

Insured Name and ID

ID Number Z354641 (ISN: 354641)

Insd Name Sutter Medical Center Sacramento (SMCS & PPSMG & CSMGS

Current Status
***CertScore:* 38**
Waivered Score:* 100
**Ignoring all waived deficiencies*



Waivers
Next Expiry:
1/1/2016

Meeting Date: **9/1/2015**

Report Type: Consent

Report ID: 2015-00747

City of SACRAMENTO 12

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Title: Parking Enforcement Citation and Arrest Authority

Location: Citywide

Recommendation: Pass a Resolution granting citation and arrest authority to new parking enforcement officers.

Contact: Matt Eierman, Parking Services Manager (916) 808-5849, Department of Public Works

Presenter: None

Department: Public Works Department

Division: On-Street Parking Admin

Dept ID: 15001511

Attachments:

1-Description/Analysis

2-Resolution

3-Exhibit A-Sacramento City Code Sections Enforced

4-Exhibit B-Sacramento County Ordinances and Calif. Vehicle Code Sections Enforced

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City Attorney Review

Approved as to Form
Gerald Hicks
8/25/2015 9:12:06 AM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 8/14/2015 7:50:15 AM

Description/Analysis

Issue: Parking Enforcement Officers are required to have citation and arrest authority to enforce specific Sacramento City Code, Sacramento County Ordinance and State Law provisions.

Policy Considerations: Chapter 2.12 of the Sacramento City Code requires that a list of employees occupying job classifications designated for citation and arrest authority be submitted to the City Council for approval.

Economic Impact: None

Environmental Considerations:

California Environmental Quality Act (CEQA): This is an administrative activity that is not considered a project as defined by Section 15378 of the California Environmental Quality Act (CEQA) Guidelines. The activity also has no potential to cause a significant impact on the environment (CEQA Guidelines Section 15061(b)(3)).

Sustainability Considerations: There are no sustainability considerations applicable to this action.

Other: None

Commission/Committee Action: None

Rationale for Recommendation: Throughout the City, various employee classifications have the authority to enforce specific sections of the Sacramento City Code, Sacramento County Ordinance and State Law. Parking Enforcement Officer is one of those classifications. As employee vacancies are filled, a resolution updating the list of Parking Enforcement Officers who are granted citation and arrest authority is routinely forwarded to the City Council for approval.

Financial Considerations: There are no additional costs associated with the requested action.

Local Business Enterprise (LBE): Not applicable

RESOLUTION NO. 2015-XXX

Adopted by the Sacramento City Council
September 1, 2015

PARKING ENFORCEMENT CITATION AND ARREST AUTHORITY

BACKGROUND

A. Chapter 2.12 of the Sacramento City Code requires that a list of employees occupying job classifications designated for citation and arrest authority be submitted to the City Council. The City Council, by resolution, may grant the employees authority to issue citations and make arrests for violations of the City Code or pertinent state statutes.

B. It is necessary that this listing be updated whenever changes in personnel occur within the Department/Division.

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

Section 1. The following City employees are granted citation and arrest authority for the purpose of enforcing the provisions of the Sacramento City Code, Sacramento County Ordinance, and State Law specified in Exhibit A and Exhibit B, for those limited purposes only:

Matt Eierman	Parking Services Manager
Johnson, Ursula	Interim Operations General Supervisor
King, Mike	Program Specialist
Knapp, Cherrise	Supervising Financial Analyst
Lee, Larry	Interim Program Analyst
Martin, Almer T. Jr.	Parking Enforcement Supervisor
Valle, Anthony	Senior Parking Lot Supervisor
Vance, Dennis	Parking Enforcement Supervisor
Winkler, Matt	Operations General Supervisor
Baalke, Thomas M	Parking Enforcement Officer
Ballesteros, Anna	Parking Enforcement Officer
Ballesteros, Frank	Parking Enforcement Officer
Boutte, Alaine	Parking Enforcement Officer
Bowman, Rochelle	Parking Enforcement Officer
Carter, Jeremiah	Parking Enforcement Officer
Castro, Holly	Parking Enforcement Officer

Employee Name	Classification
Chacon, Saul	Parking Enforcement Officer
Colby, David	Parking Enforcement Officer
Corral, Michael	Parking Enforcement Officer
Cottor, Jay H.	Parking Enforcement Officer
Crowder, Tory	Parking Enforcement Officer
Dawson, Janet E.	Parking Enforcement Officer
Fong, Eric	Parking Enforcement Officer
Fortier, Louis	Parking Enforcement Officer
Gill, Sukhpal	Parking Enforcement Officer
Henry, Eugene	Parking Enforcement Officer
Herndon, Dupree L	Parking Enforcement Officer
Howe, Clifford	Parking Enforcement Officer
Hovermale, Lane	Parking Enforcement Officer
Ishimoto, Kevin	Parking Enforcement Officer
Johnson, Jeri	Parking Enforcement Officer
Joseph, Sheena	Parking Enforcement Officer
Lartigue, Melody	Parking Enforcement Officer
Luna, Justin	Parking Enforcement Officer
Nakamura, Grant	Parking Enforcement Officer
Ng, Jordan	Parking Enforcement Officer
Nguyen, Jennifer	Parking Enforcement Officer
Ortega, Antoinette	Parking Enforcement Officer
Osborne, Pamela	Parking Enforcement Officer
Parker, Taylor	Parking Enforcement Officer
Plouff, Nicholas	Parking Enforcement Officer
Ramirez, Apolonio	Parking Enforcement Officer
Ramos, Jose	Parking Enforcement Officer
Robertson, Johnathan	Parking Enforcement Officer
Russell, David	Parking Enforcement Officer
Santos, Connie	Parking Enforcement Officer
Sedgwick, Mark	Parking Enforcement Officer
Seisa, Dennis	Parking Enforcement Officer
Shevtsov, Ivan	Parking Enforcement Officer
Simmons, Jason	Parking Enforcement Officer
Spradley, Michael	Parking Enforcement Officer
Thomas, Andrew	Parking Enforcement Officer
Vang, Soua	Parking Enforcement Officer
Walker, Dana	Parking Enforcement Officer
Williams, Brandon	Parking Enforcement Officer
Williams, Ruth	Parking Enforcement Officer
Wulfert, Brittany	Parking Enforcement Officer
Xiong, The	Parking Enforcement Officer
Xiong, Vang	Parking Enforcement Officer
Yee, Tiffany	Parking Enforcement Officer

Section 2. Nothing herein shall be read to limit the power or authority of any duly appointed law enforcement officer of the City to enforce any provisions of the Sacramento City Code, Sacramento County Ordinance, or State law.

Section 3. This resolution is enacted pursuant to Chapter 2.12 of the Sacramento City Code, the California Vehicle Code, and California Penal Code Section 836.5.

Section 4. All previous resolutions granting citation and arrest authority to certain employees within the Parking Services Division of the Department of Public Works for the purpose of enforcing certain provisions of the Sacramento City Code, Sacramento County Ordinance or State Law are superseded by this resolution.

Table of Contents:

Exhibit A—Sacramento City Code sections enforced

Exhibit B—Sacramento County Ordinance and California Vehicle Code sections enforced.

EXHIBIT A

Sacramento City Code	Description
5.136.160	No Taxicab Parking in a Parking Meter Space
5.136.170	Restricted Parking in a Taxicab Zone
10.36.020	Posted No Parking
10.36.040	No Parking Certain Hours
10.36.050(A)	Displaying a Vehicle for Sale, Rent, or Lease on Street
10.36.060(A)	Parkways (Between Curb and Sidewalk)
10.36.070	Parked next to Median
10.36.080(A)(1)	Parked More Than 72 Hours
10.36.080(A)(6)	Unattached Trailers
10.36.090	Keys in Ignition (Unattended & Engine Running)
10.36.100	Overtime (Posted Time Limits)
10.36.120	Trucks in Residential Areas or Trailer (18 Wheeler)
10.36.130(A)	Red Curb or Bus Zone
10.36.130(B)	Yellow Zone
10.36.130(C)	Passenger Loading Zone (White)
10.36.130(D)	Green Zone—15 Minute Max
10.36.130(E)	Blue Zone—Disabled Placard Only
10.36.140	Temporary Construction Zones (Portable Signs)
10.36.170	Taxi Stand
10.36.180	Police Vehicles Only
10.36.190	Over Lines in Parking Space
10.36.210	Parking in Alleys
10.36.240	No Construction Permit
10.36.280	No Permit for Community Center Signs

EXHIBIT A

Sacramento City Code	Description
10.36.290	Angle Parking (Marked Spaces)
10.36.340	Parking For Special Events Only (No Permit)
10.40.080	Failure to make proper deposit/set timing mechanism in operation/display receipt.
10.40.090	Meter Expired
10.40.100	Overtime (Meter Zone - Extending Parking Beyond Designated Maximum)
10.44.010(A)	Parking on Private Property Without Consent
10.44.010(B)	Parking on Private Property (Unimproved)
10.44.010(C)	Parking on Vacant Property - With “For Sale” Sign
10.44.020	Parking Commercial Vehicles on Private Residential Property
10.44.030	Parking on City Property
10.44.090	Fees to be paid for Parking in municipal lots
10.44.100(B)	Validation Abuse
10.44.100(C)	Employee Use of Validation
10.48.120	Residential Permit Parking Misuse
10.48.150(A)	Residential Permit Parking Violation
10.48.150(B)	Falsely Represent Eligibility For Permit
10.48.150(C)	Displaying Permit on Vehicle Other Than Assigned
10.48.150(D)	Use of Permit for Commuter Parking
10.48.150(E)	Counterfeit, Copy, Buy, Sell, Exchange or Assign Permit
12.44.050	Parking on Mall (No Permit)
12.44.100	Damage to Mall Surface (No Drip Pan)
12.44.110	Parking in Mall Intersection

EXHIBIT B

California Vehicle Code	Description
4461	Unlawful Use of Forms of Registration, Plates, Permits or Placards, or Validation Tabs
5200	No Front or Rear Plate Displayed/With Proof
5204(A)	No Current Month or Year Tab on Rear Plate/With Proof
21211	Parking in a Bike Lane
22500.1	Parking in Posted Fire Lane
22500(A)	Parking in Intersections
22500(B)	Parking or Blocking Crosswalk
22500(C)	Parking Between Safety Zone & Right Hand Curb or Between Zone and Sign or Red Curb
22500(D)	Parking Within 15 Feet - Fire Station Driveway
22500(E)	Parking Blocking a Driveway
22500(F)	Parking on Sidewalk
22500(G)	Parking Blocking Excavation or Obstruction/While Obstructing Traffic
22500(H)	Double Parked
22500(J)	Parking in Tube or Tunnel
22500(K)	Parking Upon Bridge, Unless Posted to Permit
22500(L)	Parking Blocking Sidewalk Wheelchair Access
22502(A)	Parallel Parking (More than 18" from Curb)
22502(B)	Vehicle Stopped/Parked in Opposite Direction of Traffic (Two-way Street)
22502(E)	Parallel Parking on Left (One-way Street)
22507.8(A)	Blue Zone - Disabled Plates Only

EXHIBIT B

California Vehicle Code	Description
22507.8(B)	Block or Bar Access to Disabled Space
22507.8(C)	Parked On Line/Boundaries of Designated Disabled Parking
22514	Parking Within 15 Feet of Fire Hydrants
22521	Parking Upon or Near Railroad Tracks
22522	Parking Near Sidewalk Access Ramp

Sacramento County Codes	Description
CVC22514	Fire Hydrant parked within 15ft.
SCO 10.24.010(3)	Overtime-passenger loading
SCO 10.24.170(B)	Parking prohibited limited restricted
SCO 10.25.030(B)	Prohibited stop/stand
CVC 22500(H)	Double parked
CVC 22500(B)	In crosswalk
CVC 22502(A)	More than 18 inches from curb-right
CVC 22502(E)	More than 18 inches from curb-left
CVC 22507.8(A)	Unlawful parking in disabled space
CVC 22500.1	Fire Lane
SCO 9.36.065(D)	Prohibited zone within park
SCO 9.36.065(E)	Parking inside closed park
SCO 10.24.030(B)	Prohibited stop/stand park-red zone
SCO 9.36.048	Failure to pay parking fees
SCO 10.24.175	Violation of signs

Meeting Date: **9/1/2015**

Report Type: Consent

Report ID: 2015-00727

City of SACRAMENTO **13**

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Title: Contract: L Street 18th-20th Sewer Replacement Project (PN: X14010086)

Location: District 4

Recommendation: Pass a Resolution 1) approving the contract plans and specifications for the L Street 18th-20th Sewer Replacement Project; 2) awarding the contract to CSI Engineering for an amount-not-to exceed $274,876; and 3) authorizing the transfer of Base CIP Wastewater funds (X14000500, fund 6320) in the amount of $193,000 to the Combined Sewer System Project (X14010000).

Contact: Dan Sherry, Engineering & Water Resources Manager, (916) 808-1416; Brett Grant, Supervising Engineer, (916) 808-1413, Department of Utilities

Presenter: None

Department: Department Of Utilities
Division: Cip Engineering
Dept ID: 14001321
Attachments:
1-Description/Analysis
2-Background
3-Location Map
4-Resolution
5-Contract
6-Plans

City Attorney Review

Approved as to Form
Joe Robinson
8/25/2015 1:00:10 PM

Approvals/Acknowledgements

Department Director or Designee: Bill Busath - 8/14/2015 2:52:13 PM

Description/Analysis

Issue Detail: Consistent with the criteria set forth in the Department of Utilities Capital Improvement Programming Guide, the existing 8-inch diameter vitrified clay sewer pipe that passes under the Union Pacific Railroad tracks in L Street between 19th and 20th Streets has failed and is undersized. The project consists of redirecting combined sewer flows west to 18th Street so that the existing combined sewer pipe segment under the railroad tracks can be abandoned. As part of the Combined Sewer Capital Improvement Program (X14010086), approximately 600 linear feet of new combined sewer pipeline will be placed, including sewer services, manholes, and drain inlets to improve these facilities and public safety.

Policy Considerations: Replacement of aging and deteriorated sewer pipes is consistent with the Department of Utilities Capital Improvement Programming Guide to rehabilitate, replace, and expand critical infrastructure to ensure reliability and safety of the City's sewer system. The requested action is in conformance with City Code Chapter 3.60, Articles I and III which provide for the award of competitively bid contracts to the lowest responsible bidder.

Economic Impacts: This new infrastructure is expected to create 1.1 total jobs (0.63 direct jobs and 0.47 jobs through indirect and induced actives) and create $169,718 in total economic output ($106,975 of direct output and another $62,743 of output through indirect and induced activities).

The indicated economic impacts are estimates calculated using a calculation tool developed by the Center for Strategic Economic Research (CSER). CSER utilized the IMPLAN input-output model (2009 coefficients) to quantify the economic impacts of a hypothetical $1 million of spending in various construction categories within the City of Sacramento in an average one-year period. Actual impacts could differ significantly from the estimates and neither the City of Sacramento nor CSER shall be held responsible for consequences resulting from such differences.

Environmental Considerations: The Community Development Department, Environmental Planning Services Division, has reviewed the proposed project and determined that it is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) under the CEQA Guidelines Class 2, Section number 15302. The project consists of the replacement of deteriorating existing sewer pipes and other related utility structures where the new structures will be located on the same site as the structures replaced and will have substantially the same purpose and capacity as the structures replaced.

Sustainability: The project is consistent with the City's Sustainability Master Plan and sustainability targets as it will reduce sanitary sewer outflows. The project also improves system reliability which will reduce energy-intensive maintenance efforts.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: The project was formally advertised on June 26, 2015 to solicit public bids (Bid No. B16141321003). The City Clerk's Office received and opened the following three bids on July 15, 2015:

Contractor	Bid Amount
CSI Engineering	$274,876
Navajo Pipelines Inc.	$288,761

Florez Paving	$324,296

The lowest responsible bidder is CSI Engineering.

Financial Considerations: The total estimated project cost is $393,000, based on the low bid of $274,876. Staff recommends funds in the amount of $193,000 be transferred from the Base CIP Contingency Wastewater, Project No. X14000500 (Wastewater Revenue Bond Fund, Fund 6320) to the Combined Sewer System Project (X14010000) to complete the project.

Local Business Enterprise (LBE): CSI Engineering is a LBE.

`BACKGROUND

The pipeline segments to be abandoned, relocated, and installed by this project are within the City's combined sewer system. A closed circuit television inspection revealed sags, cracked sections of pipes, deteriorated service connections, and a crushed segment of pipe under the UPRR tracks. The existing pipeline is also undersized. Based on these factors, the proposed project is necessary.

The project consists of redirecting combined sewer flows west to 18th Street so that the existing combined sewer pipe segment under the railroad tracks can be abandoned. Approximately 600 linear feet of new combined sewer pipeline will be placed, including sewer services, manholes, and drain inlets to improve these facilities and public safety.

L ST. COMBINED SEWER REPLCEMENT PROJECT, 18TH-20TH ST.

Location Map

RESOLUTION NO.

Adopted by the Sacramento City Council

AWARDING CONTRACT AND AUTHORIZING THE TRANSFER OF FUNDS FOR THE L STREET SEWER IMPROVEMENTS 18-20TH STREET PROJECT

BACKGROUND

A. The original 8 inch vitrified clay pipe in L Street between 19th and 20th Streets is undersized and has failed beyond repair due to excessive loading from train travel.

B. City staff prepared the contract plans and specifications to route combined sewer flows west to 18th Street to eliminate the existing pipe alignment under the railroad tracks. Approximately 600 linear feet of combined sewer pipeline will be placed, including sewer services, manholes, and drain inlets to improve these facilities and public safety.

C. The L Street Sewer Improvements 18-20th Street project was advertised for bidding and three bids were received on June 15, 2015. CSI Engineering was the lowest responsible bidder.

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

1. The contract plans and specifications for the L Street Sewer Improvements 18-20th Street project are approved, and the contract is awarded to CSI Engineering for an amount not to exceed $274,876.

2. The transfer of $193,000 from the Base CIP Wastewater Contingency, Project No. X14000500 (Wastewater Revenue Bond Fund, Fund 6320) to the Combined Sewer System Project (X14010000) is approved.

City of SACRAMENTO
Department of Utilities

ENGINEERING SERVICES DIVISON

CONTRACT SPECIFICATIONS
FOR

L. STREET SEWER IMPROVEMENTS, 18TH TO 20TH STREETS

PN: X14010086

B16141321003

Engineer's Estimate: 261,000

For Pre-Bid Information Call:	Separate Plans
Mark Elliott Associate Engineer (916) 808-8894	Bid to be received before 2:00 PM **July 15, 2015** City Hall, Office of the City Clerk 915 I Street, 5th Floor, Public Counter Sacramento, CA 95814

LBE PROGRAM PARTICIPATION

For information on meeting the City of Sacramento's Local Business Enterprise (LBE) project goals, please contact Veronica A. Smith at (916) 808-1046, or visit the City of Sacramento's small business web site at: http://www.cityofsacramento.org/econdev/business-open/small-business-certification.cfm

L. STREET SEWER IMPROVEMENTS, 18TH TO 20TH STREETS
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- Payment Bond
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SPECIAL PROVISIONS

LBE INFORMATION

The City of Sacramento's Local Business Development program establishes an annual local business enterprise (LBE) participation goal for City contracts, and authorizes City departments to require minimum LBE participation levels in individual contracts. Under City Code section 3.60.270, all bidding contractors must meet or exceed the minimum LBE participation requirement specified in the contract's bid specifications to qualify as a responsive bidder.

For information on meeting the City of Sacramento's Local Business Enterprise (LBE) project goals, please contact Veronica A. Smith at (916) 808-1046, or visit the City of Sacramento's small business web site at: http://www.cityofsacramento.org/econdev/business-open/small-business-certification.cfm

NOTICE TO CONTRACTORS

CITY OF SACRAMENTO

Sealed Proposals will be received by the City Clerk of the City of Sacramento at the Office of the City Clerk, City Hall, located at 915 I Street, 5th Floor, Public Counter, up to the hour of 2:00 p.m. on **July 15, 2015** and opened at and read after 2:00 p.m. on **July 15, 2015**, or as soon thereafter as business allows, in the Hearing Room, 2nd Floor Room, in Historic City Hall, for construction of:

L. STREET SEWER IMPROVEMENTS, 18TH TO 20TH STREETS
(PN: X14010086) (B16141321003)

as set forth in the Contract Documents.

Proposals received and work performed thereunder shall comply with the requirements of Chapter 3.60 of the Sacramento City Code. Each Bid Proposal shall be accompanied by bid security of at least 10% of the sum the Bid Proposal. The City reserves the right to reject proposals or to waive any error or omission in any Bid Proposal received. Signed proposals shall be submitted on the printed forms contained herein and enclosed in an envelope marked:

SEALED PROPOSAL FOR
L. STREET SEWER IMPROVEMENTS, 18TH TO 20TH STREETS
(PN: X14010086) (B16141321003)

You can view and download the plans and Contract Documents from:

PLANET BIDS
http://www.planetbids.com/portal/portal.cfm?CompanyID=15300#

The contractor and all subcontractors shall comply with the rates of wages currently established by the Director of Industrial Relations under provisions of Sections 1773 of the Labor Code of the State of California, a copy of which is on file in the office of the City Clerk and available to any interested party on request. In accordance with Sacramento City Code Section 3.60.180 and Section 1771.5 of the California Labor Code, the payment of the general prevailing rate of per diem wages or the general prevailing rate of per diem wages for holiday and overtime is not required for any construction project of $25,000 or less, or an alteration, demolition, repair, and maintenance project of $15,000 or less. The City of Sacramento has an approved Labor Compliance Program. **The City uses an electronic system for the submission of Labor Compliance Reports, which became effective May 1, 2007.** The contractor and every lower-tier subcontractor shall submit certified payrolls and labor compliance documentation electronically at the discretion of and in the manner specified by the City of Sacramento.

Electronic submittal is via a web-based system, accessed on the World Wide Web by a web browser. Each contractor and subcontractor is given a Log On identification and password to access the City of Sacramento's reporting system.

Use of the system may entail additional data entry of weekly payroll information including employee identification, labor classification, total hours worked and hours worked on this project, wage and benefit rates paid, etc.. The contractor's payroll and accounting software might be capable of generating a 'comma delimited file' that will interface with the software.

Department of Industrial Relations Registration and Reporting Requirements (SB 854)

Labor Code Section 1725.5 (enacted by SB 854) requires all contractors bidding on this contract, all subcontractors listed in a bid for this contract, and any contractor or subcontractor performing any work under this contract, to be currently registered with the California Department of Industrial Relations (DIR), as specified in Labor Code Section 1725.5. Labor Code Section 1771.1 (enacted by SB 854) provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Every bidding contractor shall list the contractor's current DIR registration number, and the current DIR registration number of all listed subcontractors, on the Subcontractor and Local Business Enterprise (LBE) Participation Verification Form included in the contractor's bid.

Pursuant to Labor Code Section 1771.1(b): (1) any bid received from a contractor that is not currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5 **shall be rejected as non-responsive**; and (2) any bid listing one or more subcontractors on the bidder's Subcontractor and Local Business Enterprise (LBE) Participation Verification Form that are not currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5, **shall be rejected as non-responsive**, unless the listing was an inadvertent error and any of the conditions specified in Labor Code Section 1771.1(c) apply.

This contract also is subject to compliance monitoring and enforcement by the DIR. For all contracts awarded on or after April 1, 2015, California Labor Code Section 1771.4 (enacted by SB 854) requires the contractor and all subcontractors to furnish electronic payroll records directly to the Labor Commissioner (in addition to City staff via the City's electronic system).

A Fact Sheet summarizing the provisions of SB 854 is attached. This is provided solely for informational purposes, and does not in any way affect the contractor's and subcontractors' obligation to comply in all respects with the provisions of SB 854, including the provisions referenced above, as well as all other applicable laws and regulations.

The contractor shall disseminate these provisions to every lower-tier subcontractor and vendor required to provide labor compliance documentation.

All questions regarding the City's Labor Compliance Program should be directed to the Department's contracts staff or the Labor Compliance Officer at (916) 808-4011.

Pursuant to Sacramento City Code Section 3.60.190, all contractors and subcontractors shall comply with Section 1777.5 et seq., of the California Labor Code governing the employment of apprentices. Pursuant to Sacramento City Code Section 3.60.250 and Public Contract Code Section 22300, any contract awarded pursuant to this invitation to bid shall contain a provision permitting the substitution of securities for monies withheld to ensure performance under the contract, in accordance with the requirements and form specified by the City.

Bid protests must be filled and maintained in accordance with the provisions of Sections 3.60.460 through 3.60.560 of the Sacramento City Code. Bid protests that do not comply with Sections 3.60.460 through 3.60.560 of the Sacramento City Code shall be invalid and shall not be considered. A bid protest fee of $750.00 is required at the time of filing. The term "bid protest" includes any bid protest that (1) claims that one or more bidders on this contract should be disqualified or rejected for any reason, (2) contests a City staff recommendation to award this contract to a particular bidder, or (3) contests a City staff recommendation to disqualify or reject one or more bidders on this contract. A copy of Sections 3.60.460 through 3.60.560 of the Sacramento City Code may be obtained from the Project Manager, or from the City Clerk, located at 915 I Street, 5th Floor, Sacramento, CA 95814.

The Project Manager's contact information is:

Mark Elliott, Department of Utilities, Engineering & Water Resource Division
1395 35th Avenue, Sacramento, CA 95822
Phone: (916) 808-8894 / Fax: (916) 808-1497/Email: MElliott@cityofsacramento.org

NEW PUBLIC WORKS CONTRACTOR REGISTRATION LAW [SB 854]

FACT SHEET

SB 854, a budget trailer bill that was signed into law on June 20, 2014, and became effective immediately, made several significant changes to laws pertaining to the administration and enforcement of prevailing wage requirements by the Department of Industrial Relations (DIR). Among other things, SB 854 established a new public works contractor registration program to replace prior Compliance Monitoring Unit (CMU) and Labor Compliance Program (LCP) requirements for bond-funded and other specified public works projects. The fees collected through this new program will be used to fund all of DIR's public works activities, including compliance monitoring and enforcement, the determination of prevailing wage rates, public works coverage determinations, and hearing enforcement appeals.

Essentials of public works contractor registration program:

- Contractors will be subject to a registration and annual renewal fee that has been set initially at $300. The fee is non-refundable and applies to all contractors and subcontractors who intend to bid or perform work on public works projects (as defined under the Labor Code).
- Contractors will apply and pay the fee online and must meet minimum qualifications to be registered as eligible to bid and work on public works projects:
    - Must have workers' compensation coverage for any employees and only use subcontractors who are registered public works contractors.
    - Must have Contractors State License Board license if applicable to trade.
    - Must have no delinquent unpaid wage or penalty assessments owed to any employee or enforcement agency.
    - Must not be under federal or state debarment.
    - Must not be in prior violation of this registration requirement once it becomes effective. However, for the first violation in a 12 month period, a contractor may still qualify for registration by paying an additional penalty.
- The registration fee is not related to any project. It is more like a license that enables the registrant to bid on and perform public works.

- DIR will post a list of registered contractors and subcontractors on its website so that awarding bodies and contractors will be able to comply with requirements to only use registered contractors and subcontractors.
- Various protections are built in so that
    - A contractor won't be in violation for working on a private job that is later determined to be public work;
    - The inadvertent listing of an unregistered subcontractor on a bid won't necessarily invalidate that bid;
    - A contract with an unregistered contractor or subcontractor is subject to cancellation but is not void as to past work;
    - An unregistered contractor or subcontractor can be replaced with one who is registered;
    - A contractor whose registration lapses will have a 90 day grace period within which to pay a late fee and renew.
- Registrations will begin after July 1, 2014, once the registration system is ready to go online. The preferred method of payment will be by credit card.
- The requirement to list only registered contractors and subcontractors on bids becomes effective on March 1, 2015. The requirement to only use registered contractors and subcontractors on public works projects applies to all projects awarded on or after April 1, 2015.

<u>Essentials of Public Works Enforcement Fund</u>:

All contractor registration fees will go into the State Public Works Enforcement Fund and be used to fund the following items --

- administration of contractor registration requirement
- all DIR costs for administering and enforcing public works laws
- Labor Commissioner's enforcement of other Labor Code violations on monitored public works projects.

DIR will no longer charge awarding bodies for prevailing wage compliance monitoring and enforcement by the CMU. (*Note: DIR will continue to bill and collect fees from awarding agencies for CMU services provided through June 20, 2014.*)

Related changes in DIR's administration and enforcement of public works requirements:

- Requirements to use CMU or specified alternative (labor compliance program or project labor agreement) for state bond-funded and other specified projects have been eliminated and replaced by requirements that apply to all public works projects (as defined under the Labor Code).
- Awarding bodies are *now* required to submit PWC-100 (contract award notice) for all public works projects. (*This requirement previously applied to about 90% of all projects.*)
- Contractors and subcontractors on *all* public works projects will be required to submit certified payroll records (CPRs) to the Labor Commissioner unless excused from this requirement.
    - This requirement will be phased in as follows:
        - Applies immediately to public works projects that have already been under CMU monitoring, *i.e.* contractors on ongoing projects that have been submitting CPRs to the CMU will continue doing so
        - Will apply to any new projects awarded on or after April 1, 2015
        - May apply to other projects as determined by Labor Commissioner
        - Will apply to all public works projects, new or ongoing, on and after January 1, 2016
    - The Labor Commissioner may make exception to this requirement for
        - Projects covered by qualifying project labor agreement
        - Projects undertaken by one of four remaining awarding bodies with legacy LCPs (Caltrans, City of Los Angeles, County of Sacramento, and Los Angeles Unified School District), so long as those LCPs remain approved by DIR
    - CPRs will be furnished online (as is done currently for CMU). DIR intends to continue making improvements to this process, including creating a means for general contractors to have online access to the CPRs submitted by their subcontractors.
- Requirements for awarding bodies to adopt and enforce a DIR-approved LCP are now limited to: (1) public works projects awarded prior to January 1, 2012 that were under a preexisting LCP requirement; and (2) projects funded in whole or in part by Proposition 84.

THE FOLLOWING DOCUMENTS

ARE TO BE COMPLETED AND

SUBMITTED WITH THE BID PACKAGE

Contractor's Name: CSI ENGINEERING
(Please print)

CITY OF SACRAMENTO

SEALED PROPOSAL

(MUST BE SIGNED BY BIDDER)

The Sealed Proposal will be received not later than **July 15, 2015**, at the Office of the City Clerk, New City Hall, at 915 I Street, 5th Floor, Public Counter, Sacramento, California and opened at 2:00 PM, or as soon thereafter as business allows, on **July 15, 2015**, by the Office of the City Clerk, 915 I Street, Historic City Hall, 2nd Floor, Hearing Room, Sacramento, California.

TO THE HONORABLE CITY COUNCIL:

The undersigned hereby proposes and agrees to furnish any and all required labor, material, transportation, and services for

L. STREET SEWER IMPROVEMENTS, 18TH TO 20TH STREETS
(PN: X14010086) (B16141321003)

in the City and County of Sacramento, California.

TOTAL BID: Two Hundred Seventy Four thousand Eight Hundred ($ ~~274,888.~~ 274,875.63).
~~Eighty Eight 00/100~~ Seventy Five Dollars and Sixty Three Cents

The work herein described is to be performed in strict conformity with the Plans, City of Sacramento Standard Specifications (Resolution No. 89-216) and these Special Provisions, all as on file in the Office of the City Clerk, at the following unit prices.

Item No.	Description	Estimated Quantity	Unit	Unit Price	Total
1	Preconstruction Photographs	1	LS	$ 2000-	$ 2000-
2	12-Inch Sewer to Remove, 8-Inch Sewer Pipe to Place	44	LF	$ 135-	$ 5940-
3	8-Inch Sewer to Remove, 10-Inch Sewer Pipe to Place	216	LS	$ 37,800-	$ 37,800-
4	15-Inch Sewer Pipe to Place	403	LF	$ 185-	$ 74,555.-
5	Modified Type B Drain Inlet to Construct	7	EA	$ 2900-	$ 20,300-
6	10-Inch Drain Inlet to Install	561	LF	$ 135-	$ 75,735-
7	Manhole to Remove & Manhole No. 3 to Construct	2	EA	$ 9,500-	$ 19,000-
8	Manhole No. 3 to Construct	3	EA	$ 9,800-	$ 29,400-
9	Existing Sewer Service to Replace	3	EA	$ 800-	$ 2400-
10	Pipe Ends to Plug	25	EA	$ 150-	$ 3,750-
11	Unmarked Utility Crossings	2	EA	$ 500-	$ 1,000-
12	Unsuitable Material, Removal and Replacement	200	TON	$ 5.-	$ 1,000-
13	CCTV Inspection	663	LF	$ 3.01	$ ~~2,000~~ 1995.63

TOTAL BID: $ ~~274,888.~~ 274,875.63

The undersigned agrees to execute the Agreement and provide City the executed Agreement, the required insurance certificates, endorsements, and waivers of subrogation, and the required surety bonds within ten (10) calendar days after the undersigned's receipt of the City's notice that the undersigned will be recommended for Contract award and prior to award of the Contract by the City Council.

In determining the amount bid by each bidder, City shall disregard mathematical errors in addition, subtraction, multiplication and division that appear obvious on the face of the Proposal. When such a mathematical error appears on the Proposal, the City shall have the right to correct such error and to compute the total amount bid by said bidder on the basis of the corrected figure or figures.

When the unit price of an item is required to be set forth in the Proposal, and the total for the item set forth separately does not agree with a figure derived by multiplying the item unit price times the Engineer's estimate of the quantity of work to be performed for said item, the item unit price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the City, such a procedure would be inconsistent with the policy of the City's bidding procedures. The total paid for each such item of work shall be based upon the item unit price and not the total price.

Should the Proposal contain only a total price for an item and the item unit price is omitted, the City shall determine the item unit price by dividing the total price of the item by the Engineer's estimate of the quantity of work to be performed for the item of work.

If the Proposal contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the Proposal shall be disregarded.

It is understood that this bid is based upon completion of the work within a period **of forty (40) working days** commencing on the date specified in the Notice to Proceed.

The amount of liquidated damages to be paid by the Contractor for failure to complete the work by the completion date (as extended, if applicable) shall be **one thousand dollars ($1,000.00) for each calendar day**, continuing to the time at which the work is completed. Such amount is the actual cash value agreed upon as the loss to the City resulting from the default of the Contractor.

The undersigned represents and warrants that he/she has examined the location of the proposed work and is familiar with the conditions at the place where the work is to be done. The undersigned further represents that he/she has reviewed and understands the Plans, Special Provisions, and other contract documents, and the undersigned is satisfied with all conditions for the performance of the work

The undersigned has carefully checked all of the above figures and understands that the City of Sacramento will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

This proposal shall not be withdrawn for the time periods specified in Section 3-2 of the City of Sacramento Standard Specifications for award of contract to respective low bidders. This proposal is submitted in accordance with Chapter 3.60 of the Sacramento City Code and Sections 1, 2, and 3 of the City of Sacramento Standard Specifications.

In accordance with Standard Specification Section 3-2, the City shall award this contract to the lowest responsible bidder, if such award is made, within forty-five (45) working days after opening of the Proposals. The City reserves the right to reject any and all bids.

BID DEPOSIT ENCLOSED IN THE FOLLOWING FORM:

$_____not less than ten (10) percent of amount bid.

_____CERTIFIED CHECK

_____MONEY ORDER

_____CASHIERS'S CHECK

✓ BID BOND

FOR CITY USE ONLY

TYPE OF DEPOSIT

☑ Bid Bond

☐ Cashier/Certified Check

☐ Other_____

Reviewer's Initials: JA

CONTRACTOR

Addendum No. 1 _____

Addendum No. 2 _____

Addendum No. 3 _____

Addendum No. 4 _____

CSI ENGINEERING

By: Frank R Jen
(Signature)

Title: President

Address: 3311 MARSHALL AVE
No PO Box – Physical Address ONLY

Carmichael CA 95608
City STATE ZIIP Code

Telephone No. (916) 233-8623

Fax No. 916 418-4816

Email CSI.engineering13@yahoo.com

(Federal Tax ID # or Social Security #)
Under penalty of perjury, I certify that the Taxpayer Identification Number and all other information provided here are correct.

80-0962100

Valid Contractor's License No. 986489, Classification A is held by the bidder.

Expiration date _____. Representation made herein are true and correct under penalty or perjury

PN: X14010086 (B16141321003)

City of
SACRAMENTO

Subcontractor and Local Business Enterprise Participation Form
For Public Projects over $100,000 (use only base bid amount to estimate dollar value)
THIS FORM MUST BE SUBMITTED WITH THE SEALED BID PROPOSAL

To be eligible for award of this contract, the bidder shall list the business entities used to attain the 5% LBE requirement. Additionally, the bidder shall list all other subcontractors who perform work, render service, or provide materials in an amount in excess of one-half of 1 percent of the total bid amount. In the case of bids for the construction of streets and highways, including bridges, subcontractors whose subcontract value exceeds one-half of 1 percent of the total bid or ten thousand dollars ($10,000), whichever is greater, shall be listed. Estimated dollar values shall be provided for all work / services listed. The failure to attain the 5% LBE participation or the inclusion of false information or the omission of required information will render the bid non-responsive.

Prime Contractor Name	CSI ENGINEERING	Date	July 15, 2015
Prime Contractor Address	3311 MARSHALL AVE CARMICHAEL, CA 95608	Bid Amount	$ 274,888.—
(REQUIRED) Prime Contractor DIR Registration #		Is Prime LBE?	(Yes) No

		Subcontractor DIR Registration # (subject to verification)	LBE?	Type of Work, Services, or Supplies to be provided to complete contract	Estimated Dollar Value of Work, Services or Supplies to be Performed of Provided
Business Name	ABC Plumbing				
License Number	412127				
Address	205 22 Street		(Yes)		$
City, State, Zip	Sacramento, CA 95816		No	CCTVI	2,000 —
Contact Person					
Phone					
Business Name		**Subcontractor DIR Registration # (subject to verification)**	**LBE?**	**Type of Work, Services, or Supplies to be provided to complete contract**	**Estimated Dollar Value of Work, Services or Supplies to be Performed of Provided**
License Number					
Address			Yes		$
City, State, Zip			No		
Contact Person					
Phone					
Business Name		**Subcontractor DIR Registration # (subject to verification)**	**LBE?**	**Type of Work, Services, or Supplies to be provided to complete contract**	**Estimated Dollar Value of Work, Services or Supplies to be Performed of Provided**
License Number					
Address			Yes		$
City, State, Zip			No		
Contact Person					
Phone					

COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY

I hereby certify that each subcontractor listed on this Subcontractor and LBE Participation Form has been notified that it has been listed and has consented in writing to its name being submitted for this contract. The Prime Contractor also certifies that it will notify each subcontractor listed on this Form in writing if the contract award is made to the Prime Contractor, and will make all documentation relevant to the subcontractor and LBE participation available to City of Sacramento upon request. The Prime Contractor further certifies that all of the information contained in this Form is true and correct and acknowledges that the City will rely on the accuracy of this information in awarding the contract.

PRINCIPAL OF FIRM:

Frank C Allen	President	July 15, 2015
Signature	Title	Date

Form Revised 3/9/15

DRUG-FREE WORKPLACE POLICY AND AFFIDAVIT

BID MAY BE DECLARED NONRESPONSIVE IF THIS FORM (COMPLETED) IS NOT ATTACHED.
Pursuant to City Council Resolution CC90-498 dated 6/26/90 the following is required.

The undersigned contractor certifies that it and all subcontractors performing under this contract will provide a drug-free workplace by:

1. Publishing a "Drug-Free Workplace" statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Establishing a Drug-Free Awareness Program to inform employees about:

   a. The dangers of drug abuse in the workplace.
   b. The contractor's policy of maintaining a drug-free workplace.
   c. Any available drug counseling, rehabilitation, and employee assistance program.
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Notify employees that as a condition of employment under this contract, employees will be expected to:

   a. Abide by the terms of the statement.
   b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace.

4. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy on the "Drug-Free Workplace" statement.

5. Taking one of the following appropriate actions, within thirty (30) days of receiving notice from an employee or otherwise receiving such notice, that said employee has received a drug conviction for a violation occurring in the workplace:

   a. Taking appropriate disciplinary action against such an employee, up to and including termination; or
   b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other appropriate agency.

* I certify that no person employed by this company, corporation, or business has been convicted of any criminal drug statute violation on any job site or project where this company, corporation, or business was performing work within three years of the date of my signature below.

EXCEPTION:

Date	Violation Type	Place of Occurrence

If additional space is required use back of this form.

*The above statement will also be incorporated as a part of each subcontract agreement for any and all subcontractors selected for performance on this project.

IN THE EVENT THIS COMPANY, CORPORATION, OR BUSINESS IS AWARDED THIS CONSTRUCTION CONTRACT, AS A RESULT OF THIS BID; THE CONTRACTOR WITH HIS/HER SIGNATURE REPRESENTS TO THE CITY THAT THE INFORMATION DISCLOSED IN THIS DOCUMENT IS COMPLETE AND ACCURATE. IT IS UNDERSTOOD AND AGREED THAT FALSE CERTIFICATION IS SUBJECT TO IMMEDIATE TERMINATION BY THE CITY.

The Representations Made Herein On This Document Are Made Under Penalty Of Perjury.

CONTRACTOR'S NAME:_____

BY: Frank R. Alex (Signature) President (Title) Date: 7/15/2015

Effects of violations: a. Suspension of payments under this contract. b. Suspension or termination of the contract. c. Suspension or debarment of the contractor from receiving any contract from the City of Sacramento for a period not to exceed five years.
FM 681 7/10/9

MINIMUM QUALIFICATIONS QUESTIONNAIRE

Sacramento City Code Section 3.60.020 authorizes the Sacramento City Council to adopt standard minimum qualifications for bidders on competitively bid public works construction projects, and requires, among other provisions, that a bidder meet such minimum qualifications at the time of bid opening in order to bid. On July 31, 2007, the City Council adopted Resolution No. 2007-574 establishing these standard minimum qualifications. Pursuant to City Code section 3.60.020, a bidder failing to meet these minimum qualifications at the time of bid opening shall not be considered a responsible bidder for purposes of bidding on the subject project.

All bidders must demonstrate compliance with the minimum qualifications established by Resolution No. 2007-574 by completing all of the questions contained in this questionnaire. Bidder responses shall be limited to those operating business units, offices, branches and/or subsidiary divisions of the bidder that will be involved with the performance of any project work if awarded the contract. If a bidder answers "yes" to any single question, fails to submit a fully completed questionnaire, or submits false information, this will result in a determination that the minimum qualifications are not met, and the bidder shall not be considered a qualified bidder for purposes of bidding on this contract. If two or more entities submit a bid on a contract as a Joint Venture, each entity within the Joint Venture must separately meet these minimum qualifications for the Joint Venture to be considered a qualified bidder.

The City of Sacramento ("City") shall make its determination on the basis of the submitted questionnaire, as well as any relevant information that is obtained from others or as a result of investigation by the City. While it is the intent of this questionnaire to assist the City in determining whether bidders possess the minimum qualifications necessary to submit bids on the City's competitively bid public works construction contracts, the fact that a bidder submits a questionnaire demonstrating that it meets these minimum qualifications shall not in any way limit or affect the City's ability to: (1) review other information contained in the bid submitted by the bidder, and additional relevant information, and determine whether the contractor is a responsive and/or responsible bidder; or (2) establish pre-qualification requirements for a specific contract or contracts.

By submitting this questionnaire, the bidder consents to the disclosure of its questionnaire answers: (i) to third parties for purposes of verification and investigation; (ii) in connection with any protest, challenge or appeal of any action taken by the City; and (iii) as required by any law or regulation, including without limitation the California Public Records Act (Calif. Gov't Code sections 6250 et seq.). Each questionnaire must be signed under penalty of perjury in the manner designated at the end of the form, by an individual who has the legal authority to bind the bidder submitting the questionnaire. If any information provided by a bidder becomes inaccurate, the bidder shall immediately notify the City and provide updated accurate information in writing, under penalty of perjury.

QUESTIONNAIRE

NOTICE: **For firms that maintain other operating business units, offices, branches and/or subsidiary divisions that will not be involved with the performance of any project work if the firm is awarded the contract, references hereafter to "your firm" shall mean only those operating business units, offices, branches and/or subsidiary divisions that will be involved with the performance of any project work.**

All of the following questions regarding "your firm" refer to the firm (corporation, partnership or sole proprietor) submitting this questionnaire, as well as any firm(s) with which any of your firm's owners, officers, or partners are or have been associated as an owner, officer, partner or similar position within the last five years

The firm submitting this questionnaire shall not be considered a responsible bidder if the answer to any of these questions is "yes", or if the firm submits a questionnaire that is not fully completed or contains false information.

1. **Classification & Expiration Date(s) of California** Contractor's License Number(s) held by firm:

   _____

2. Has a contractor's license held by your firm and/or any owner, officer or partner of your firm been revoked at anytime in the last five years?

   ☐ Yes ☑ No

3. Within the last five years, has a surety firm completed a contract on your firm's behalf, or paid for completion of a contract to which your firm was a party, because your firm was considered to be in default or was terminated for cause by the project owner?

   ☐ Yes ☑ No

4. At the time of submitting this minimum qualifications questionnaire, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either California Labor Code section 1777.1 (prevailing wage violations) or Labor Code section 1777.7 (apprenticeship violations)?

   ☐ Yes ☑ No

5. At any time during the last five years, has your firm, or any of its owners, officers or partners been convicted of a crime involving the awarding of a contract for a government construction project, or the bidding or performance of a government contract?

   ☐ Yes ☑ No

6. Answer either subsection A or B, as applicable:

A. Your firm has completed three or more government construction contracts in Sacramento County_within the last five years: Within those five years, has your firm been assessed liquidated damages on three or more government construction contracts in Sacramento County for failure to complete contract work on time?

NOTE: If there is a pending administrative or court action challenging the assessment of liquidated damages on a government contract within the last five years, you need not include that contract in responding to this question.

☐ Yes ☑ No ☐ Not applicable

OR

B. Your firm has not completed at least three government construction contracts in Sacramento County within the last five years: Within the last three years, has your firm been assessed liquidated damages on three or more government construction contracts for failure to complete contract work on time?

NOTE: If there is a pending administrative or court action challenging an assessment of liquidated damages on a government contract within the last three years, you need not include that contract in responding to this question.

☐ Yes ☑ No ☐ Not applicable

7. In the last three years has your firm been debarred from bidding on, or completing, any government agency or public works construction contract for any reason?

NOTE: If there is a pending administrative or court action challenging a debarment, you need not include that debarment in responding to this question.

☐ Yes ☑ No

8. Has CAL OSHA assessed a total of three or more penalties against your firm for any "serious" or "willful" violation occurring on construction projects performed in Sacramento County at any time within the last three years?

NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

☐ Yes ☑ No

9. Answer either subsection A or B, as preferred:

A. In the last three years has your firm had a three year average Workers' Compensation experience modification rate exceeding 1.1?

☐ Yes ☑ No

OR

B. In the last three years has your firm had a three-year average incident rate for total lost workday cases exceeding 10?

NOTE: Incident rates represent the number of lost workday cases per 100 full-time workers and is to be calculated as: (N/EH) x 200,000, where

N	=	**number of lost workday cases (as defined by the U.S. Dept. of Labor, Bureau of Labor Statistics)**
EH	=	**total hours worked by all employees during the calendar year**
200,000	=	**base for 100 equivalent full-time working (working 40 hours per week, 50 weeks per year)**

☐ Yes ☑ No

10. In the past three years, has the federal EPA, Region IX or a California Air Quality Management District or Regional Water Quality Control Board assessed penalties three or more times, either against your firm, or against the project owner for a violation resulting in whole or in part from any action or omission by your firm on a project on which your firm was a contractor in Sacramento County?

NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

☐ Yes ☑ No

11. In the past three years, has the federal EPA, Region IX or a California Air Quality Management District or Regional Water Quality Control Board assessed a single penalty of $100,000 or more, either against your firm, or against the project owner for a violation resulting in whole or in part from any action or omission by your firm on a project on which your firm was the contractor in Sacramento County?

NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

☐ Yes ☒ No

12. In the past three years, have civil penalties been assessed against your firm pursuant to California Labor Code 1777.7 for violation of California public works apprenticeship requirements, three or more times?

NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

☐ Yes ☒ No

13. In the past three years, has a public agency in California withheld contract payments or assessed penalties against your firm for violation of public works prevailing wage requirements, three or more times?

NOTE: If there is a pending administrative or court action appealing a withholding or penalty assessment, you need not include that withholding or penalty assessment in responding to this question.

☐ Yes ☒ No

14. Has your firm been assessed penalties for violation of public works prevailing wage requirements in California, in an aggregate amount for the past three years of $50,000 or more?

NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

☐ Yes ☒ No

VERIFICATION AND SIGNATURE

I, the undersigned, certify and declare that I have read all the foregoing answers to this Minimum Qualifications Questionnaire, and know their contents. The matters stated in these Questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signed at 3311 MARSHALL AVE (Location), on 7/15/2015 (Date).

Signature: [signature]

Print name: FRANK R. FLOREZ

Title: President

NOTE: If two or more entities submit a bid on a contract as a Joint Venture, each entity within the Joint Venture must submit a separate Minimum Qualifications Questionnaire.

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits Code (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding $100,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

The Ordinance does not apply: to subcontractors or subcontracts of any Contractor or contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to permits for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

DEFINITIONS

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

"Contractor" means any person or persons, firm partnership or corporation, company, or combination thereof, that enters into a Contract with the City. "Contractor" does not include a public entity.

"Domestic Partner" means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

"Employee Benefits" means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees. "Employee benefits" shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

CONTRACTOR'S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee's name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

(a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form (attachment "A"), signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.

(b) The Contractor shall give each existing employee working directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as attachment "B."

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as attachment "C."

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

CSI ENGINEERING
Name of Contractor

8311 MARSHALL AVE
CARMICHAEL, CA 95608
Address

The above named contractor ("Contractor") hereby declares and agrees as follows:

1. I have read and understand the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") provided to me by the City of Sacramento ("City") in connection with the City's request for proposals or other solicitations for the performance of services, or for the provision of commodities, under a City contract or agreement ("Contract").

2. As a condition of receiving the City Contract, I agree to fully comply with the Requirements, as well as any additional requirements that may be specified in the City's Non-Discrimination in Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").

3. I understand, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance, are any of the following:

   a. Bereavement Leave
   b. Disability, life, and other types of insurance
   c. Family medical leave
   d. Health benefits
   e. Membership or membership discounts
   f. Moving expenses
   g. Pension and retirement benefits
   h. Vacation
   i. Travel benefits
   j. Any other benefit offered to employees

   I agree that should I offer any of the above listed employee benefits, that I will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. I understand that I will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:

   a. In the event that the actual cost of providing a benefit to a domestic partner or spouse, exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, I will not be required to provide the benefit, nor shall it be deemed discriminatory, if I require the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.

   b. In the event I am unable to provide a certain benefit, despite taking reasonable measures to do so, if I provide the employee with a cash equivalent, I will not be deemed to be discriminating in the application of that benefit.

   c. If I provide employee benefits neither to employee's spouses nor to employee's domestic partners.

   d. If I provide employee benefits to employees on a basis unrelated to marital or domestic partner status.

   e. If I submit, to the Program Coordinator, written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies which are to be enacted before the

first effective date after the first open enrollment process following the date the Contract is executed with the City.

I understand that any delay in the implementation of such policies may not exceed one (1) year from the date the Contract is executed with the City, and applies only to those employee benefits for which an open enrollment process is applicable.

f. Until administrative steps can be taken to incorporate, in the infrastructure, nondiscrimination in employee benefits

The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date the Contract is executed with the City.

g. Until the expiration of a current collective bargaining agreement(s) where, in fact, employee benefits are governed by a collective bargaining agreement(s).

h. I take all reasonable measures to end discrimination in employee benefits by either requesting the union(s) involved agree to reopen the agreement(s) in order for me to take whatever steps are necessary to end discrimination in employee benefits or by my ending discrimination in employee benefits without reopening the collective bargaining agreement(s).

i. In the event I cannot end discrimination in employee benefits despite taking all reasonable measures to do so, I provide a cash equivalent to eligible employees for whom employee benefits (as listed previously), are not available.

Unless otherwise authorized in writing by the City Manager, I understand this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or no longer than three (3) months from the date the Contract is executed with the City.

5. I understand that failure to comply with the provisions of Section 4. (a) through 4. (i), above, will subject me to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full; deemed ineligible for future contracts for up to two (2) years; the imposition of a penalty, payable to the City, in the sum of $50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.

6. I understand and do hereby agree to provide each current employee and, within ten (10) days of hire, each new employee, of their rights under the Ordinance. I further agree to maintain a copy of each such letter provided, in an appropriate file for possible inspection by an authorized representative of the City. I also agree to prominently display a poster informing each employee of these rights.

7. I understand that I have the right to request an exemption to the benefit provisions of the Ordinance when such a request is submitted to the Procurement Services Division, in writing with sufficient justification for resolution, prior to contract award.

I further understand that the City may request a waiver or exemption to the provisions or requirements of the Ordinance, when only one contractor is available to enter into a contract or agreement to occupy and use City property on terms and conditions established by the City; when sole source conditions exist for goods, services, public project or improvements and related construction services; when there are no responsive bidders to the Ordinance requirements and the contract is for essential goods or services; when emergency conditions with public health and safety implications exist; or when the contract is for specialized legal services if in the best interest of the City.

8. In consideration of the foregoing, I shall defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by me.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind the Contractor to the provisions of this Declaration.

Signature of Authorized Representative

7/15/2015
Date

Frank R. Florez
Print Name

President
Title

YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

On ..... (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for ..... (contract details), and as a condition of that contract, agreed to abide by the requirements of the City's Non-Discrimination In Employee Benefits By City Contractors Ordinance (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

You May . . .

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

  City of Sacramento
  Contract Services Unit
  915 I St., 2nd Floor
  Sacramento, CA 95814

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:

  - Reinstatement, injunctive relief, compensatory damages and punitive damages

  - Reasonable attorney's fees and costs

YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

If you feel you have been discriminated against by your employer . . .

You May . . .

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

  City of Sacramento
  Contract Services Unit
  915 I St., 2nd Floor
  Sacramento, CA 95814

- Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . .

You May Also . . .

Submit a written complaint to the City of Sacramento, Contract Services Unit, at the same address, containing the details of the alleged violation.

Construction and Demolition (C&D) Debris Recycling Requirements

As a condition of receiving this Contract, Contractor agrees to fully comply with the requirements specified herein for all demolition projects, as well as projects with a valuation of $250,000 or more:

1. **Definitions**. For purposes of this section, the following terms, words and phrases shall have the following meanings:

"Certified C&D sorting facility" means a facility that receives C&D debris and/or processes C&D debris into its component material types for reuse, recycling, and disposal of residuals and possesses a valid certificate as a C&D sorting facility from the Sacramento Regional County Solid Waste Authority.

"Construction and demolition debris" or "C&D debris" means used or commonly discarded materials resulting from construction, repair, remodel or demolition operations on any pavement, house, building, or other structure, or from landscaping that are not hazardous as defined in California Health and Safety Code section 25100 et seq. Such materials include, but are not limited to, concrete, asphalt, wood, metal, brick, dirt, sand, rock, gravel, plaster, glass, gypsum wallboard, cardboard and other associated packaging, roofing material, ceramic tile, carpeting, masonry, plastic pipe, trees, and other vegetative matter resulting from land clearing and landscaping.

"Divert" or "diversion" means to use materials for any purpose other than disposal in a landfill or transformation facility. Methods to divert materials include on-site reuse of the materials, delivery of materials from the project site to a certified C&D sorting facility or a recycling facility, or other methods as approved in regulations promulgated by the City Department of Utilities.

"Franchised waste hauler" means a person who possesses a valid commercial solid waste collection franchise issued by the Sacramento Regional County Solid Waste Authority.

"Mixed C&D debris" means loads that include commingled recyclable and non-recyclable C&D debris generated at a project site.

"Recyclable C&D debris" means C&D debris required to be diverted from landfills as specified in the Waste Management Plan and returned to the economic mainstream in the form of raw material for new, reused or reconstituted products that meet the quality standards necessary to be used in the marketplace.

"Recycling facility" means a facility or operation that receives, processes, and transfers source-separated recyclable materials.

"Source-separated C&D debris" means recyclable C&D debris that is separately sorted and containerized at the site of generation by individual material type and segregated from mixed C&D debris prior to collection and transporting.

"Waste log" means a record detailing the management of C&D debris generated by the covered project, including the date and weight/volume of material by type that was salvaged, reused, recycled or disposed.

2. **Waste Management Plan**. A completed WMP (see **Attachment 1**) must be submitted to and approved by the City prior to commencing any work on the project. The WMP must specify the types of C&D debris that will be generated from the project; the manner in which C&D debris will be managed and/or stored on the project site; the manner in which recyclable C&D debris generated from the project will be recycled or reuse; the person who will haul, collect or transport the recyclable C&D debris from the project site; and the certified C&D sorting facility or recycling facility where recyclable C&D debris will be delivered. The WMP must be approved by the City prior to commencing any work on the project.

3. Contractor shall be solely responsible for diverting the recyclable C&D materials specified on the WMP. Mixed C&D debris shall be delivered to a SWA-certified C&D sorting facility only. Only the permit holder, the person who generates the waste, a franchised waste hauler, or the City of Sacramento can transport or haul mixed C&D debris. Source-separated C&D debris may be delivered by any person to any recycling facility that accepts such materials. (See **Attachment 2** for list of C&D Debris Haulers and Facilities).

4. During the course of the project, Contractor shall maintain a waste log (see **Attachment 3**), and keep all weight tickets or weight receipts, for all C&D debris hauled away from the project. At a minimum, the waste log shall specify the C&D debris generated by the project; the manner in which C&D debris was recycled or re-used; and the facility where the C&D debris was delivered.

5. Within 30 days after submitting the project completion report, Contractor shall submit to the City a completed waste log, along with copies of supporting weight tickets. Contractor shall maintain and keep accurate and complete records of al bills, weight receipts or weight tickets that were issued for the collection, transport or disposal of C&D debris for a period of one-year after submittal of the waste log. The records shall be made available for inspection, examination and audit by the City during the one-year retention period to validate the information provided in the WMP and in the waste log. If the City determines noncompliance by the Contractor after an audit has been conducted, Contractor shall reimburse the City for all costs incurred in performing the audit.

6. Failure by Contractor to comply with any provisions specified herein will subject Contractor to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; imposition of a penalty, payable to the City ($50-$250 for first offense, $251-$500 for second offense, and $501-$1500 for subsequent offenses); and/or submission of a performance security deposit fee when submitting a permit application to the City for a project within one year of imposition of the penalty.

For questions or to obtain more information about the Recycling Requirements for C&D debris, contact the City of Sacramento, Solid Waste Services Division, 2812 Meadowview Road, Building 1, Sacramento, CA 95832, or telephone (916) 808-4833, or email C&D@cityofsacramento.org

C&D Debris Waste Management Plan

C&D Debris Waste Management Plan
City of Sacramento Solid Waste Services
2812 Meadowview Road, Building 1
Sacramento, CA 95832
Phone: (916) 808-4839 / Fax: (916) 808-4999
C&D@cityofsacramento.org

Form submitted by:	
	Please attach a business card, or put your name with a phone number and/or an email address.

This Waste Management Plan (WMP) must be submitted and approved before work can begin. Only one WMP is required for each public construction project. The administration fee and, if applicable, a security deposit must be submitted with this form to be approved. Administration fee is 0.04% of project bid amount (min $40, max $800); security deposit, if applicable, is 1% of bid amount (max $10,000). The accompanying Waste Log must be submitted within 30 days of the project completion report, or a penalty may be imposed.

A. Building Project Information:

Job Address: L Street 18TH to 20TH St.
Contractor: CSI ENGINEERING
Address: 3311 MARSHALL AVE CARM.

Engineering Estimate: 261,000
Phone: 916 418-4815
Email: CSI.engineering13@yahoo

B. Briefly describe the project:

Replacing 625 feet of combined Sewer Pipeline, manholes, drains, Sewer Services and associated work

C. Materials Required to be Recycled

50% of all debris must be recycled if generated during the course of your project. You can either **source-separate** them, which may be hauled by anyone, or mix them in one container and send the **mixed C&D debris** load to a **Certified Mixed C&D Sorting Facility**. Mixed C&D loads can only be hauled by a franchised hauler or self-hauled. Please see the Definitions section, on the next page, for more information.

50%
of all debris must be recycled

D. Material Management.

1. **How will C&D debris will be stored on the project site:** _____ Mixed C&D _____ Source-Separated
2. **Company to haul away debris:** _____
3. **Facilities to receive debris:** _____

C&D Debris Waste Management Plan

C&D Debris Waste Management Plan
City of Sacramento Solid Waste Services
2812 Meadowview Road, Building 1
Sacramento, CA 95832
Phone: (916) 808-4839 / Fax: (916) 808-4999
C&D@cityofsacramento.org

E. Definitions.

Please read and understand these terms. Call Solid Waste at (916) 808-4833 if these terms are not clear to you. More information is also available online at http://www.cityofsacramento.org/utilities/.

1. **Self-haul or self-hauling**: This is when the general contractor or a subcontractor *who is doing work on the project* hauls their own waste materials for recycling or disposal. Note that a *jobsite cleanup crew is not doing other work on the project and is not self-hauling*. Jobsite cleanup crews need to be franchised in order to haul mixed C&D debris away.

2. **Franchised hauler**: Check the Department of Utilities (DOU) website for a list of these haulers. Only these companies and the City of Sacramento can collect and haul mixed C&D debris generated within the City for a fee.

3. **Source separation**: This means keeping wood, metal, cardboard, or other recyclables in separate containers, and sending the materials to an authorized recycler. A list of authorized recyclers can be found on the DOU web site. Source-separated materials may be hauled by anyone.

4. **Mixed C&D debris**: This means putting all recyclable debris into one container. Mixed materials must be sent to a certified mixed C&D sorting facility. Mixed materials may be either self-hauled or hauled by a franchised hauler. If your job site is crowded, this option saves the most space.

5. **Certified Mixed C&D Sorting Facility**: See the DOU web site for a list. These facilities have been certified by the Sacramento Regional Solid Waste Authority (SWA) to extract recyclable materials from mixed C&D debris.

F. Terms and Conditions

- Your approved Waste Management Plan and Waste Log must be kept on the job site for the duration of the project.
- City of Sacramento Solid Waste Services staff may enter the jobsite to inspect waste collection areas.
- **ALL** Clean Wood Waste (unpainted, untreated lumber, plywood and OSB), Inert Materials (concrete, asphalt paving, brick, block, and dirt), Wooden Pallets, Scrap Metal, and Corrugated Cardboard must be recycled.
- Only SWA-Certified Mixed C&D Sorting Facilities may be used to recycle these materials if mixed with other materials.
- Only the City of Sacramento, SWA-Franchised Haulers, or self-haulers (as defined above) may collect and transport mixed C&D material from the jobsite.
- C&D Debris may not be burned or dumped illegally.
- Your Waste Log must be completed and submitted, with supporting weight tickets, within 30 days of submitting your project completion report. All waste hauling and disposal or recycling activity must be entered on the Waste Log, including information from any subcontractors who self-hauled their own debris off-site.
- You must keep all receipts or weight-tickets from your project for a period of one year from the submittal of your waste log.
- Failure to comply with these terms and conditions may result in a fine and payment of a security deposit on future projects

C&D Debris Waste Log

C&D Debris Waste Management Plan
City of Sacramento Solid Waste Services
2812 Meadowview Road, Building 1
Sacramento, CA 95832
Phone: (916) 808-4839 / Fax: (916) 808-4999
C&D@cityofsacramento.org

Project address: L street 18 to 19 Street

This waste log, and copies of supporting weight tickets, must be submitted to Solid Waste within 30 days of submitting the project completion report. The waste log and weight tickets must also be kept on file for one year after project completion.

Date	Hauler	Material	Destination	Amount

Hauler: Indicate the Franchisee, Self-Hauler, City of Sacramento, or other hauler who removed the material offsite.
Material: Indicate appropriate category: Scrap Metal, Inert Materials, Cardboard, Wooden Pallets, or Clean Wood Waste.
Destination: Indicate the facility that received the material for disposal or recycling
Amount: Indicate the weight. If weight is not known, put volume.

Green Contracting Survey
(Voluntary)

The City of Sacramento and the Sacramento Metropolitan Air Quality District (SMAQMD) are conducting a joint pilot project to help meet Federal Clean Air Standards for the Sacramento region.

Attached is a Green Contracting Fleet Inventory Form. Please complete the form, remove it from the bid package and return it to SMAQMD in the postage paid envelope provided with the bid package. Please do not return the Green Contracting Fleet Inventory Form to the City of Sacramento with the bid documents or otherwise.

A limited amount of funds and other financial incentives may be available to qualified contractors participating in this joint project to assist qualified contractors with upgrading and/or replacing equipment and/or trucks.

Completing and returning the Green Contracting Fleet Inventory Form is strictly voluntary

Voluntary Green Contracting Fleet Inventory List (On-Road Equipment)

In partnership with the City of Sacramento and the Sacramento Metropolitan Air Quality Management District

Company Name:	CSI ENGINEERING
Contact Name:	FRANK R. FLOREZ
Company Address:	3311 MARSHALL AVE
City, State, ZIP:	CARMICHAEL, CALIF 95608
Company Phone:	916 418.4815

City Bid Information	
Department	
Project #	
LBE	

Instructions:

a) Please enter the vehicle / equipment information for each unit used in conjunction with your City of Sacramento Bid.
b) All fields are required for both on-road heavy-duty vehicles and off-road construction equipment over 50 HP.
c) Electronic version available at http://www.airquality.org/ceqa/index.shtml
d) For additional questions, please call (916) 874-4892

Please Submit To:

Kristian Damkier, P.E.
Sacramento Metropolitan AQMD
777 12th St, 3rd Floor
Sacramento, CA 95814-1908

#	VIN	License Plate	Vehicle Information			Engine Information				Annual Usage (miles)	Received Funding
			Make	Model	Year	Make	Model	Year	HP		
(ex)	*1XP5AAC35RG339402*	*1T45678*	*Kenworth*	*T-300*	*2002*	*Cummins*	*ISB*	*2002*	*250*	*35,000*	*No*

Voluntary Green Contracting Fleet Inventory List (On-Road Equipment)

In partnership with the City of Sacramento and the Sacramento Metropolitan Air Quality Management District

Company Name:	
Contact Name:	
Company Address:	
City, State, ZIP:	
Company Phone:	

	City Bid Information
Department	
Project #	
LBE	

Instructions:

a) Please enter the vehicle / equipment information for each unit used in conjunction with your City of Sacramento Bid.
b) All fields are required for both on-road heavy-duty vehicles and off-road construction equipment over 50 HP.
c) Electronic version is available at http://www.airquality.org/ceqa/index.shtml
d) For additional questions, please call (916) 874-4892

Please Submit To:

Kristian Damkier, P.E.
Sacramento Metropolitan AQMD
777 12th St, 3rd Floor
Sacramento, CA 95814-1908

Equipment Serial Number	Equipment Information				Engine Information				Annual Usage (hours)
	Make	Model	Type	Year	Make	Model	Year	HP	
48W34456	*Caterpillar*	*631G*	*Scraper*	*2003*	*Caterpillar*	*3408E*	*2003*	*485*	*1,600*

C&D Debris Haulers & Facilities

C&D Debris Waste Management Plan
City of Sacramento Solid Waste Services
2812 Meadowview Road, Building 1
Sacramento, CA 95832
Phone: (916) 808-4833 / Fax: (916) 808-4999
C&D@cityofsacramento.org

Certified Mixed C&D Facilities

Allied Waste / Elder Creek Transfer and Recovery	(916) 387-8425
Florin-Perkins Public Disposal	(916) 443-5120
L&D Landfill	(916) 737-8640
Waste Management / K&M Recycle America	(916) 452-0142

Franchised Haulers

ACES Waste Services, Inc.	(866) 488-8837	Elk Grove Waste Management, LLC	(916) 689-4052
Allied Waste Services	(916) 631-0600	Mini Drops, Inc.	(916) 686-8785
All Waste Systems, Inc.	(916) 456-1555	Norcal Waste Services of Sacramento	(916) 381-5300
Atlas Disposal Industries, LLC	(916) 455-2800	North West Recyclers	(916) 686-8575
California Waste Recovery Systems	(916) 441-1985	Waste Management of Sacramento	(916) 387-1400
Central Valley Waste Services, Inc.	(209) 369-8274	Waste Removal & Recycling	(916) 453-1400
City of Sacramento Solid Waste	(916) 808-4839	Western Strategic Materials, Inc.	(916) 388-1076

Recyclers*

Bell Marine	(916) 442-9089
C & C Paper Recycling	(916) 920-2673
EBI Aggregates	(916) 372-7580
International Paper	(916) 371-4634
Modern Waste Solutions	(916) 447-6800
PRIDE Industries, Inc.	(916) 640-1300
Recycling Industries, Inc.	(916) 452-3961
Sacramento Local Conservation Corps	(916) 386-8394
Smurfit-Stone Container Corporation	(916) 381-3340
Southside Art Center	(916) 387-8080
Spencer Building Maintenance, Inc.	(916) 922-1900

Recovery Stations & Landfills

Elder Creek Recovery & Transfer Station	(916) 387-8425
Kiefer Landfill	(916) 875-5555
L & D Landfill	(916) 383-9420
North Area Recovery Station	(916) 875-5555
Sacramento Recycling & Transfer Station	(916) 379-0500
Waste Management Recycle America	(916) 452-0142

More updated information can be found online at:
http://www.cityofsacramento.org/utilities/

* Please note that any facility may receive source-separated recyclable materials as long as it is authorized to do so by the State of California. This is not meant to be a complete list.

LOCAL BUSINESS ENTERPRISE (LBE) PARTICIPATION REQUIREMENTS FOR PUBLIC PROJECTS OF $100,000 OR MORE

(City Contracts no Federal Funds Used)

I. LBE PARTICIPATION REQUIREMENT

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise (LBE) Preference Program to provide enhanced opportunities for the participation of local business enterprises (LBEs) in the City's contracting and procurement activities. On November 19, 2013, the City Council increased the LBE preference percentage and authorized City departments to require minimum LBE participation levels in specific contracts. Under City Code section 3.60.270, when the bid specifications for a City contract establish a minimum participation level for LBEs, no bidder on the contract shall be considered responsive unless its bid meets the minimum LBE participation level required by the bid specifications.

The City has established **a minimum 5% participation level for LBEs on this contract**. Pursuant to City Code Section 3.60.270, no bidder on this contract shall be considered responsive unless its bid meets or exceeds this minimum participation level.

Bidder and any other business entity listed on the LBE forms submitted shall comply with all applicable laws relating to licensing, permitting, and payment of taxes and fees in the City of Sacramento or County of Sacramento; and shall not be in arrears to the City of Sacramento or County of Sacramento, upon award of a contract.

II. LBE QUALIFICATION

A. A LBE designated in the bid must be qualified as a LBE prior to the time set for submission of bids.

B. Local Business Enterprise means a business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or other business entity that has a legitimate business presence in the City or unincorporated county of Sacramento. Proof of legitimate business presence in the City or unincorporated county of Sacramento shall include:

1. Having a current City of Sacramento Business Operation Tax or County of Sacramento Business License for at least twelve (12) consecutive months prior to submission of bid; and
2. Having either of the following types of offices or workspace operating legally within the City or unincorporated county of Sacramento for at least twelve (12) consecutive months prior to submission of bid:
    a. The LBE's principle business office or workspace; or
    b. The LBE's regional, branch or satellite office with at least one full time employee located in the City or unincorporated county of Sacramento.

C. A LBE must provide a physical address for the basis of location. This excludes P.O. Box addresses.

D. A LBE must provide a current copy of the City of Sacramento Business Operations Tax Certificate or County of Sacramento Business License.

III. DETERMINATION OF LBE PARTICIPATION LEVEL

A. LBE Participation: The percentage of LBE participation is determined based on the dollar value of the work to be performed or supplies to be furnished by certified LBEs designated in the bidder's Subcontractor and LBE Participation Verification Form, relative to the total dollar amount of the bid.

B. Participation Credit: To receive credit for participation:(1) a LBE subcontractor must be responsible for the execution of a distinct element of the work, must possess any license or certification required for the work, and must actually perform, manage, or supervise the work without subcontracting or otherwise shifting any portion of the work to another subcontractor; and (2) a LBE supplier must furnish materials, equipment, or supplies that the supplier sells as a recurring, although not necessarily primary, part of its business, and that are necessary for performance of the work.

C. Suppliers: Credit for a LBE supplier of materials, equipment, or supplies is counted as one hundred (100) percent of the amount paid to the supplier for the material, equipment, or supplies. To receive this credit, LBE suppliers must be listed on the bidder's Subcontractor and LBE Participation Verification Form.

D. Subcontractors (including truckers): To receive credit for a LBE subcontractor, the subcontractor must be listed on the bidder's Subcontractor and LBE Participation Verification Form.

- Truckers: Credit for a LBE trucker is counted as one hundred (100) percent of the amount paid to the trucker for trucking services, not including any amount paid to the trucker for the cost of any materials, equipment, or supplies being transported by the trucker.

IV. LBE REQUIREMENTS FOR CONTRACTOR

A. LBE Records: The Contractor shall maintain records of all subcontracts with verified LBE subcontractors and records of materials purchased from verified LBE suppliers for one (1) year after receiving final payment from the City. Such records shall show the name and business address of each LBE subcontractor or supplier and the total dollar amount actually paid each LBE subcontractor or supplier.

Not later than 30 days after completion of the work performed under the contract, a summary of these records shall be prepared, certified correct by the Contractor's authorized representative and furnished to the City. The Contractor shall provide such other information, records, reports, certifications or other documents as may

be required by City, to determine compliance with any provision of the LBE program or these specifications.

B. Performance of LBE Subcontractors and Suppliers: The LBEs listed by the Contractor shall perform the work and supply the materials, equipment, and supplies for which they are listed unless the Contractor has received prior written authorization from the City to perform the work with other forces or to obtain the material, equipment, or supplies from other sources. Reasons for requesting such authorization would include:

1. The listed LBE fails to execute a written contract based upon the general terms, conditions, plans, and specifications for the project.

2. The listed LBE becomes bankrupt or insolvent.

3. The listed LBE subcontractor fails to meet the bond requirements of the Contractor.

4. The work performed or the materials/equipment/supplies provided by the listed LBE are unsatisfactory or are not in accordance with the plans and specifications, or the listed LBE fails to perform its contractual obligations.

5. It would be in the best interest of the City.

C. Subcontractor Substitution: No substitution of a LBE subcontractor shall be made at any time without compliance with the Subletting and Subcontracting Fair Practices Act. If a LBE subcontractor is unable to perform successfully and is to be replaced, the Contractor shall make reasonable efforts to replace the original LBE subcontractor with another verified LBE subcontractor. The new LBE subcontractor must be verified at the time of substitution.

D. Reporting and Utilization Requirements and Sanctions: Failure to provide specific information, records, reports, certifications, or any other documents required for compliance with these specifications, or failure to utilize one or more LBEs in substantial compliance with the LBE utilization indicated in the Contractor's bid (unless otherwise authorized by City as provided herein, or when such failure results from changes to the work approved by the City), shall be considered a breach of the contract, and a deduction may be made from the contract amount. The deduction shall be not more than ten (10) percent of the value of the work or materials/equipment/supplies that the subject LBE(s) were listed to perform/provide in the Contractor's bid, and shall be deducted from any payment due to the Contractor. This is in addition to any deduction that may be made under any other provision of the contract, the Sacramento City Code, or State law.

E. Hearing and Review of Division Manager Decision: Prior to making a deduction pursuant to Section IV (D), above, the City shall provide written notice of the proposed deduction to the Contractor, and the Contractor may, not later than five (5) working days after receiving such notice, provide a written request to City for a hearing to contest the proposed deduction. Upon receipt of a timely written

request from the Contractor, the City shall schedule a hearing before the Division Manager (as defined in the City's Standard Specifications for Public Construction), and written notice of the date, time and location of the hearing shall be provided to the Contractor not less than five (5) working days prior to the date of the hearing. The hearing shall be conducted in the manner specified in Section 4-8 of the Standard Specifications, and the Division Manager shall prepare and forward to the Contractor a written decision as soon as practicable after the hearing. The Division Manager's decision shall be subject to review in accordance with the provisions of Section 4-9 of the Standard Specifications. Failure to request such review in compliance with the requirements set forth in Section 4-9 shall constitute acceptance of the Division Manager's decision by the Contractor.

The written notices and requests described above shall be provided by registered or certified mail (return receipt requested), by telecopy, by personal delivery, or by any other method that provides reliable evidence of the date of receipt. Written notice provided by telecopy shall be deemed received on the date that it is transmitted and transmission is confirmed by the transmitting machine. Written notice provided by personal delivery shall be deemed received on the date of delivery.

V. DEFINITIONS

A. Local Business Enterprise (LBE): A business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or any other business entity that has a legitimate business presence in the City of Sacramento or unincorporated county of Sacramento.

B. Contractor: The sole proprietorship, partnership, limited liability company, corporation, or any other business entity entering into a contract with the City of Sacramento.

C. Subcontractor: The sole proprietorship, partnership, limited liability company, corporation, or other business entity entering into a contract with the prime contractor to perform a portion of the work.

D. Supplier: The sole proprietorship, partnership, limited liability company, corporation, or other business entity to provide materials, equipment, or supplies necessary for performance of the work.

E. Proposal: Any response to a City solicitation for Proposals or Qualifications.

F. Bid: Any response to a City solicitation for bids.

FOLLOWING FORMS TO BE FILLED OUT AND SIGNED

ONLY

IF AWARDED CONTRACT

WORKER'S COMPENSATION INSURANCE CERTIFICATION

TO THE CITY OF SACRAMENTO:

The undersigned does hereby certify that he is aware of the provisions of Section 3700 et seq. of the Labor Code which require every employer to be insured against liability for worker's compensation claims or to undertake self-insurance in accordance with the provisions of said Code, and that he/she will comply with such provisions before commencing the performance of the work on this contract.

CSI Engineering
Bidder

BY: [signature]

Title: President

Address: 3311 Marshall Avenue

Carmichael, CA 95608

Date: August 10, 2015

PLEASE READ CAREFULLY BEFORE SIGNING

To be signed by authorized corporate officer or partner or individual submitting the bid. If bidder is: (example)

1. An individual using a firm name, sign: "John Doe, and individual doing business as Blank Company".

2. An individual doing business under his own name, sign: Your name only.

3. A co-partnership, sign: "John Doe and Richard Doe, co-partners doing business as Blank Company, by, John Doe, Co-Partner".

4. A corporation, sign: "Blank Company, by John Doe, Secretary". (Or other title)

AGREEMENT
(Construction Contract over $25,000)

THIS AGREEMENT, dated for identification September 1, 2015 is made and entered into between the CITY OF SACRAMENTO, a municipal corporation ("City"), and **CSI Engineering, 3311 Marshall Avenue, Carmichael, CA 95608** ("Contractor").

The City and Contractor hereby mutually agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents, sometimes also referred to as the "Contract," consist of the following items, which are hereby incorporated by reference as if set forth in full in this Agreement:

The Notice to Contractors
The Proposal Form submitted by the Contractor
The Instructions to Bidders
The Local Business Enterprise (LBE) Requirements
The Requirements for the Non-Discrimination in Employee Benefits by City Contractors Ordinance and the Declaration of Compliance
The City's Reference Guide for Construction Contracts
The Addenda, if any
This Agreement
The Standard Specifications
The Special Provisions
The Plans and Technical Specifications
The drawings and other data and all developments thereof prepared by City pursuant to the Contract
Any modifications of any of the foregoing made or approved by City, including but not limited to duly authorized change orders.

Unless specifically noted otherwise, references to the "Standard Specifications" shall mean and refer to the Standard Specifications for Public Construction of the City of Sacramento approved by the Sacramento City Council on June 4, 2007 (Resolution No. 2007-350), and any subsequent amendments thereto approved by the Sacramento City Council or the Sacramento City Manager. Work called for in any one Contract Document and not mentioned in another is to be performed and executed as if mentioned in all Contract Documents. The table of contents, titles and headings contained in the Contract Documents are provided solely to facilitate reference to various provisions of the Contract Documents and in no way affect or limit the interpretation of the provisions to which they refer.

2. DEFINITIONS

Unless otherwise specifically provided herein, all words and phrases defined in the Standard Specifications shall have the same meaning and intent in this Agreement.

4. SCOPE OF CONTRACT

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, material and transportation necessary to perform and complete in a good and workmanlike manner to the satisfaction of City, all the Work called for in the Contract Documents entitled:

L. STREET SEWER IMPROVEMENTS, 18TH TO 20TH STREETS (PN: X14010086)

Including the Work called for in the following alternative bid items described in the Proposal Form:

_____

Contractor agrees to perform such Work in the manner designated in and in strict conformity with the Contract Documents.

5. CONTRACT AMOUNT AND PAYMENTS

City agrees to pay and Contractor agrees to accept, as complete payment for the above Work, in accordance with the schedule and procedures set forth in the Contract Documents and subject to deductions, withholdings and additions as specified in the Contract Documents, a total sum that shall not exceed the total bid amount set forth in Contractor's Proposal Form. In addition, subject to deductions, withholdings and additions as specified in the Contract Documents, payment for individual items of the Work shall be computed as follows:

A. For items of the Work for which a lump sum price is specified in Contractor's Proposal Form, Contractor shall be paid the lump sum price(s) specified in Contractor's Proposal Form; and

B. For items of the Work for which a unit price is specified in Contractor's Proposal Form, Contractor shall be paid the sum computed at such unit price, or computed at a different price if such different price is determined by City in accordance with the Standard Specifications, based on the actual amount of each such item performed and/or furnished and incorporated in the Work; provided that in no event shall the total sum for a unit price item exceed the total bid amount set forth for such item in the Contractor's Proposal Form, unless authorized by Change Order.

6. PROGRESS PAYMENTS

Subject to the terms and conditions of the Contract, City shall cause payments to be made upon demand of Contractor as follows:

A. On or about the first of the month, the Engineer shall present to the Contractor a statement showing the amount of labor and materials incorporated in the Work through the twentieth (20) calendar day of the preceding month. After both Contractor and Engineer approve the statement in writing, and the City's labor compliance officer provides written approval, the City shall issue a certificate for ninety-five (95) percent of the amount it shall find to be due, subject to any deductions or withholdings authorized or required under the Contract or any applicable Laws or Regulations.

B. No inaccuracy or error in said monthly estimates shall operate to release Contractor from damages arising from such Work or from enforcement of each and every provision of the Contract Documents, and City shall have the right subsequently to correct any error made in any estimate for payment.

C. Contractor shall not be paid for any defective or improper Work.

D. The remaining five (5) percent of the value of the Work performed under the Contract, if unencumbered and subject to any deductions or withholdings authorized or required under the Contract or any applicable Laws or Regulations, shall be released not later than sixty (60) days after completion and final acceptance of the Work by City. Acceptance by Contractor of the final payment shall constitute a waiver of all claims against the City arising under the Contract Documents, except for disputed claims in stated amounts that the Contractor specifically reserves in writing, but only to the extent that the Contractor has complied with all procedures

and requirements applicable to the presentation and processing of such claim(s) under the Contract Documents. Contractor shall be entitled to substitute securities for retention or to direct that payments of retention be made into escrow, as provided in Public Contract Code Section 22300, upon execution of the City's Escrow Agreement for Security Deposits in Lieu of Retention.

E. The parties agree that, for purposes of the timely progress payment requirements specified in Public Contract Code Section 20104.50, the date that the City receives a statement jointly approved by the Contractor and the Engineer as provided above shall be deemed to constitute the date that City receives an undisputed and properly submitted payment request from the Contractor. Progress payments not made within 30 days after this date may be subject to payment of interest as provided in Public Contract Code Section 20104.50.

F. This Contract is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, as specified in California Labor Code section 1771.4.

7. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

When, under the provisions of this Contract or any applicable Laws or Regulations, City is authorized or required to withhold, deduct or charge any sum of money against Contractor, City may deduct and retain the amount of such charge from the amount of the next succeeding progress estimate(s), or from any other moneys due or that may become due Contractor from City. If, on completion or termination of the Contract, sums due Contractor are insufficient to pay City's charges, City shall have the right to recover the balance from Contractor or its Sureties.

8. COMMENCEMENT AND PROSECUTION OF WORK

Contractor shall commence the Work not later than fifteen (15) working days after the date of the written Notice to Proceed from City to Contractor and shall diligently prosecute the Work to final completion. The phase "commence the Work" means to engage in a continuous program on-site including, but not limited to, site clearance, grading, dredging, land filling and the fabrications, erection, or installation of the Work. The Notice to Proceed shall be issued within fifteen (15) calendar days following execution of the Agreement by the City and the filing by Contractor of the required Bonds and proof of insurance, provided that the Engineer may delay issuance of the Notice to Proceed if the Engineer determines in the Engineer's sole discretion that conditions on the site of the Work are unsuitable for commencement of the Work. After the Notice to Proceed is issued, the continuous prosecution of Work by Contractor shall be subject only to Excusable Delays as defined in this Agreement.

9. TIME OF COMPLETION

The entire Work shall be brought to completion in the manner provided for in the Contract Documents on or before forty (40) working days from the date of the Notice to Proceed (hereinafter called the "Completion Date") unless extensions of time are granted in accordance with the Contract Documents.

Failure to complete the entire Work by the Completion Date and in the manner provided for in the Contract Documents shall subject Contractor to liquidated damages as provided in this Agreement. Time is and shall be of the essence in the performance of the Contract and the Work.

10. PAYMENTS DO NOT IMPLY ACCEPTANCE OF WORK

The payment of any progress payment, or the acceptance thereof by Contractor, shall not constitute acceptance of the Work or any portion thereof and shall in no way reduce the liability of Contractor to replace unsatisfactory work or material, whether or not the unsatisfactory character of such work or material was apparent or detected at the time such payment was made.

11. ACCEPTANCE NOT RELEASE

Contractor shall correct immediately any defective or imperfect work or materials that may be discovered before final acceptance of the entire Work, whether or not such defect or imperfection was previously noticed or identified by the City. The inspection of the Work, or any part thereof, shall not relieve Contractor of any of its obligations to perform satisfactory work as herein specified.

Failure or neglect on the part of City or any of its officers, employees or authorized agents to discover, identify, condemn or reject defective or imperfect work or materials shall not be construed to imply an acceptance of such work or materials, if such defect or imperfection becomes evident at any time prior to final acceptance of the entire Work, nor shall such failure or neglect be construed as barring City from enforcing Contractor's warranty(ies) or otherwise recovering damages or such a sum of money as may be required to repair or rebuild the defective or imperfect work or materials whenever City may discover the same, subject only to any statutes of limitation that may apply to any such claim.

12. CITY'S RIGHT TO TAKE POSSESSION OF THE WORK IN WHOLE OR IN PART

The City shall have the right at any time to enter upon the Work and perform work not covered by this Contract, or to occupy and use a portion of the Work, prior to the date of the final acceptance of the Work as a whole, without in any way relieving Contractor of any obligations under this Contract.

13. NO WAIVER OF REMEDIES

Neither the inspection by City, its officers, employees or agents, nor any certificate or other approval for the payment of money, nor any payment for, nor acceptance of the whole or any part of the Work by City, nor any extensions of time, nor any position taken by City, its officers, employees or its agents shall operate as a waiver of any provision of the Contract Documents nor of any power herein reserved to City or any right to damages herein provided, nor shall any waiver of any breach of this Agreement be held to be a waiver of any other or subsequent breach. All remedies provided in the Contract Documents shall be taken and construed as cumulative; in addition to each and every other remedy herein provided, the City shall have any and all equitable and legal remedies that it would in any case have.

14. WARRANTY

Except as otherwise expressly provided in the Contract Documents, and excepting only items of routine maintenance, ordinary wear and tear and unusual abuse or neglect by City, Contractor warrants and guarantees all Work executed and all supplies, materials and devices of whatsoever nature incorporated in or attached to the Work, or otherwise provided as a part of the Work pursuant to the Contract, to be absolutely free of all defects of workmanship and materials for a period of one year after final acceptance of the entire Work by the City. Contractor shall repair or replace all work or material, together with any other work or material that may be displaced or damaged in so doing, that may prove defective in workmanship or material within this one year warranty period without expense or charge of any nature whatsoever to City.

In the event that Contractor shall fail to comply with the conditions of the foregoing warranty within ten (10) days after being notified of the defect in writing, City shall have the right, but shall not be obligated, to repair, or obtain the repair of, the defect and Contractor shall pay to City on demand all costs and expense of such repair. Notwithstanding anything herein to the contrary, in the event that any defect in workmanship or material covered by the foregoing warranty results in a condition that constitutes an immediate hazard to public health or safety, or any property interest, or any person, City shall have the right to immediately repair, or cause to be repaired, such defect, and Contractor shall pay to City on demand all costs and expense of such repair. The foregoing statement relating to hazards to health, safety or property shall be deemed to include both temporary and permanent repairs that may be required as determined in the sole discretion and judgment of City.

In addition to the above, the Contractor shall make a written assignment of all manufacturer's and other product warranties to the City, prior to completion and final acceptance of the Work by City.

The Contractor's Performance Bond shall secure the performance of the Contractor's obligations under this Section 14, and the Contractor and its Surety shall be jointly and severally liable for these obligations.

15. LIQUIDATED DAMAGES IF WORK NOT COMPLETED ON TIME

A. The actual fact of the occurrence of damages and the actual amount of the damages that City would suffer if the entire Work, and/or any specified portion thereof, were not completed within the time(s) specified herein are dependent upon many circumstances and conditions that could prevail in various combinations, and for this reason, it is impracticable and extremely difficult to fix the actual damages. Damages that City would suffer in the event of such delay include: loss of the use of the project; expenses of prolonged assignment to the project of an architectural and/or engineering staff; prolonged costs of administration, inspection, and supervision; increased operational expenses and/or impaired operation of other facilities dependent upon completion of the project; and the loss and inconvenience suffered by the public within the City of Sacramento by reason of the delay in the completion of the project or portion thereof. Accordingly, the parties agree, and by execution of this Agreement, Contractor acknowledges that it understands and agrees, that the amount(s) set forth herein as liquidated damages reflect the parties' best efforts at the time of entering into the Contract to estimate the damages that may be incurred by City and the public due to the Contractor's delay in completion of the Work and/or any specified portion thereof, and shall be presumed to be the amount of damages sustained by the failure of Contractor to complete the entire Work and/or any specified portion thereof within the time(s) specified herein.

B. Contractor shall pay liquidated damages to City for failure to complete the entire Work by the Completion Date (as extended in accordance with the Contract Documents, if applicable) in the amount of **one thousand dollars ($1,000.00)** for each calendar day after the Completion Date (as extended in accordance with the Contract Documents, if applicable), continuing to the time at which the entire Work is completed. Such amount is the actual cash value agreed upon by the City and Contractor as the loss to City and the public resulting from Contractor's default.

The parties agree, and by execution of this Agreement, Contractor acknowledges that it understands and agrees, that the foregoing provisions provide for the imposition of liquidated damages from the Completion Date (as extended in accordance with the Contract Documents, if applicable) until the date of completion of the entire Work as determined by the Engineer in accordance with Section 8-4 of the Standard Specifications, whether or not the Work or any portion thereof is claimed or determined to be substantially complete prior to such date of completion.

C. In the event Contractor shall become liable for liquidated damages, City, in addition to all other remedies provided by law, shall have the right to withhold any and all payments that otherwise would be or become due Contractor until the liability of Contractor under this section is finally determined. City shall have the right to use and apply such payments, in whole or in part, to reimburse City for all liquidated damages due or to become due to City. Any remaining balance of such payments shall be paid to Contractor only after discharge in full of all liability incurred by Contractor under this section or otherwise under any provision of the Contract Documents or any applicable Law or Regulation. If the sum so retained by City is not sufficient to discharge all such liabilities of Contractor, Contractor shall continue to remain liable to City until all such liabilities are satisfied in full. No failure by City to withhold any payment as specified above shall in any manner be construed to constitute a release of any such liabilities nor a waiver of the City's right to withhold payment for such liabilities.

16. INDEMNITY AND HOLD HARMLESS

A. Contractor shall defend, hold harmless and indemnify the City, its officers, employees, and agents, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, whether arising on or off the site of the Work, including, but not limited to, any fees and/or costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death,

damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform the Work by the Contractor, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder, or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense to the extent arising from (i) the sole negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, or (ii) the active negligence of City.

B. The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 16, nor shall the limits of such insurance limit the liability of Contractor hereunder. The provisions of this Section 16 shall survive any expiration or termination of the Contract.

17. CONTRACTOR SHALL ASSUME RISKS

Until the completion and final acceptance by City of all Work under this Contract, the Work shall be under Contractor's responsible care and charge, and Contractor, at no cost to City, shall rebuild, repair, restore and make good all injuries, damages, re-erections, and repairs occasioned or rendered necessary by accidental causes of any nature, to all or any portions of the Work.

18. GENERAL LIABILITY OF CONTRACTOR

Except as otherwise herein expressly stipulated, Contractor shall perform all the Work and furnish all the labor, materials, tools, equipment, apparatus, facilities, transportation, power and light, and appliances, necessary or proper for performing and completing the Work herein required in the manner and within the time herein specified. The mention of any specific duty or liability of Contractor shall not be construed as a limitation or restriction of any general liability or duty of Contractor, and any reference to any specific duty or liability shall be construed to be solely for the purpose of explanation.

19. INSURANCE

During the entire term of the Contract, Contractor shall maintain the insurance coverage described in this Section 19.

Full compensation for all premiums that Contractor is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Work performed by Contractor under this Contract. No additional compensation will be provided for Contractor's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the City.

It is understood and agreed by the Contractor that its liability to the City shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the Contractor in connection with this Contract.

A. Minimum Scope & Limits of Insurance Coverage

(1) Commercial General Liability Insurance providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of Contractor and its subcontractors, products and completed operations of Contractor and its subcontractors, and premises owned, leased, or used by

Contractor and its subcontractors, with limits of not less than one million dollars ($1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

(2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than one million dollars ($1,000,000) per accident. The policy shall provide coverage for owned, non-owned, and/or hired autos as appropriate to the operations of the Contractor.

No automobile liability insurance shall be required if Contractor completes the following certification:

> "I certify that a motor vehicle will not be used in the performance of any work or services under this agreement." _____ (Contractor initials)

(3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars ($1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of the City.

No Workers' Compensation insurance shall be required if Contractor completes the following certification:

> "I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance." _____ (Contractor initials)

B. Additional Insured Coverage

(1) Commercial General Liability Insurance: The City, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of Contractor and its subcontractors; products and completed operations of Contractor and its subcontractors; and premises owned, leased, or used by Contractor and its subcontractors.

(2) Automobile Liability Insurance: The City, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

(1) Contractor's insurance coverage, including excess insurance, shall be primary insurance as respects City, its officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officials, employees, or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.

(2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officials, employees, or volunteers.

(3) Coverage shall state that Contractor'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.

(4) City will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 3 must be declared to and approved by the City in writing prior to execution of this Contract.

E. Verification of Coverage

(1) Contractor shall furnish City with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the City representative named in Exhibit A. Copies of policies shall be delivered to the City on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.

(2) For all insurance policy renewals during the term of this Contract, Contractor shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento
c/o Ebix RCS
Reference #: (This number will be provided by EBIX after Contract approval.)
PO Box 257
Portland, MI 48875-0257

Insurance certificates also may be faxed to (770) 325-3340, or e-mailed to:
CertsOnly-Portland@ebix.com

(3) The City may withdraw its offer of contract or cancel this Contract if the certificates of insurance and endorsements required have not been provided prior to execution of this Contract. The City may withhold payments to Contractor or cancel the Contract if the insurance is canceled or Contractor otherwise ceases to be insured as required herein.

F. Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

20. FAILURE TO MAINTAIN BONDS OR INSURANCE

If, at any time during the performance of this Contract, Contractor fails to maintain any item of the bonds and/or insurance required under the Contract in full force and effect, Contractor shall immediately suspend all work under the Contract and notify City in writing of such failure. After such notice is provided, or if City discovers such failure and notifies Contractor, the City thereafter may withhold all Contract payments due or that become due until notice is received by City that such bonds and/or insurance have been restored in full force and effect and that the premiums therefor have been paid for a period satisfactory to the Division of Risk Management. Contractor shall not resume work until notified by City to do so, and the City shall have no responsibility or liability for any costs incurred by Contractor as a result of such suspension of Work.

In addition to the foregoing, any failure to maintain any item of the required bonds and/or insurance at any time during the performance of this Contract will be sufficient cause for termination of the Contract by City.

The Contractor shall be solely responsible for, and shall defend, indemnify and hold harmless the City, its officers, employees and agents against and from, any and all damages, claims, losses, actions, costs or other expenses of any kind incurred by any party as a direct or indirect result of any suspension of Work or termination of the Contract under the provisions of this Section.

21. EXCUSABLE DELAYS

For the purpose of these Contract Documents, the term "Excusable Delay" shall mean, and is limited to, delay caused directly by: acts of God; acts of a public enemy; fires; inclement weather as determined by the Engineer; riots; insurrections; epidemics; quarantine restrictions; strikes; lockouts; sitdowns; acts of a governmental agency; priorities or privileges established for the manufacture, assemble, or allotment of materials necessary in the Work by order, decree or otherwise of the United States or by any department, bureau, commission, committee, agent, or administrator of any legally constituted public authority; changes in the Work ordered by City insofar as they necessarily require additional time in which to complete the Work; the prevention of Contractor from commencing or prosecuting the Work because of the acts of others, excepting Contractor's subcontractors or suppliers; or the prevention of Contractor from commencing or prosecuting the Work because of a Citywide failure of public utility service.

The term "Excusable Delay" shall specifically <u>not</u> include: (i) any delay that could have been avoided by the exercise of care, prudence, foresight and diligence on the part of Contractor; (ii) any delay in the prosecution of any part of the Work that does not constitute a Controlling Operation, whether or not such delay is unavoidable; (iii) any reasonable delay resulting from time required by City for review of any Contractor submittals and for the making of surveys, measurements and inspection; and, (iv) any delay arising from an interruption in the prosecution of the Work on account of reasonable interference by other Contractors employed by City that does not necessarily prevent the completion of the entire Work within the time specified. Excusable Delays, if any, shall operate only to extend the Completion Date (not in excess of the period of such delay as determined by City) and shall not under any circumstances increase the amount City is required to pay Contractor except as otherwise provided in these Contract Documents.

22. CONTRACTOR TO SERVE NOTICE OF DELAYS

Whenever Contractor foresees any delay in the prosecution of the Work, and in any event as soon as possible (not to exceed a period of ten (10) calendar days) after the initial occurrence of any delay that Contractor regards as or may later claim to be an Excusable Delay, the Contractor shall notify the Engineer in writing of such delay and its cause, in order that the Engineer: (i) may take immediate steps to prevent if possible the occurrence or continuance of the delay; or (ii) if this cannot be done, may determine whether the delay is to be considered excusable, how long it continues, and to what extent the prosecution and completion of the Work are delayed thereby. Said written notice shall constitute an application for an extension of time only if the notice requests such an extension and sets forth the Contractor's estimate of the additional time required together with a full description of the cause of the delay relied upon.

After the completion of any part or whole of the Work, the Engineer, in estimating the amount due Contractor, will assume that any and all delays that may have occurred in its prosecution and completion were not Excusable Delays, except for such delays for which the Contractor has provided timely written notice as required herein, and that the Engineer has found to be excusable. Contractor shall not be entitled to claim Excusable Delay for any delay for which the Contractor failed to provide such timely written notice.

23. EXTENSION OF TIME

If the Contractor complies with Section 22, above, and the Engineer finds a delay claimed by the Contractor to be an Excusable Delay, the Contractor shall be allowed an extension of time to complete the Work that is proportional to the period of Excusable Delay determined by the Engineer, subject to the approval by City of a change order granting such time extension. During a duly authorized extension for an Excusable Delay, City shall not charge liquidated damages against the Contractor for such delay.

If the City extends the time to complete the Work as provided herein, such extension shall in no way release any warranty or guarantee given by Contractor pursuant to the provisions of the Contract Documents, nor shall such extension of time relieve or release the sureties of the Bonds provided pursuant to the Contract Documents. By executing such Bonds, the Sureties shall be deemed to have expressly agreed to any such extension of time. The granting of any extension of time as provided herein shall in no way operate as a waiver on the part of City of its rights under this Contract, excepting only extension of the Completion Date for such period of Excusable Delay as may be determined by the Engineer and approved by a duly authorized change order.

24. NO PAYMENT FOR DELAYS

No damages or compensation of any kind shall be paid to Contractor or any subcontractor because of delays in the progress of the Work whether or not such delays qualify for extension of time under this Agreement; except that this provision shall not preclude the recovery of damages for a delay caused by the City that is unreasonable under the circumstances and that is not within the contemplation of the parties, provided that the Contractor timely submits all such written notice(s) and fully complies with such other procedures as may be specified in the Contract Documents or any Laws or Regulations for Contractor to claim damages for such delay.

25. CHANGES IN THE WORK

Changes in the Work authorized or directed in accordance with the Contract Documents and extensions of time of completion made necessary by reason thereof shall not in any way release any warranty or guarantee given by Contractor pursuant to the provisions of the Contract Documents, nor shall such changes in the Work relieve or release the Sureties on Bonds provided pursuant to the Contract Documents. By executing such Bonds, the Sureties shall be deemed to have expressly agreed to any such change in Work and to any extension of time made by reason thereof.

26. TERMINATION AFTER COMPLETION DATE

In addition to any other rights City may have, if any services or work required under the Contract (including but not limited to punch list items) are not completed as of the Completion Date (as adjusted by any extensions of time for Excusable Delays granted pursuant to the Contract Documents), City may terminate the Contract at any time after the Completion Date (as adjusted by any extensions of time for Excusable Delays granted pursuant to the Contract Documents), by providing a written notice to Contractor specifying the date of termination. Such notice also may specify conditions or requirements that Contractor must meet to avoid termination of the Contract on such date. If Contractor fails to fulfill all such conditions and requirements by such termination date, or, if no such conditions or requirements are specified, Contractor shall cease rendering services and performing work on such termination date, and shall not be entitled to receive any compensation for services rendered or work performed after such termination date. In the event of such termination, Contractor shall remain liable to City for liquidated damages incurred for any period of time prior to the termination date.

In addition to any other charges, withholdings or deductions authorized under the Contract or any Laws or Regulations, if City terminates the Contract pursuant to this section, City may withhold and deduct from any payment and/or retention funds otherwise due Contractor any sum necessary to pay the City's cost of completing or correcting, or contracting for the completion or correction of, any services or work under the Contract that are not completed to the satisfaction of the City or that otherwise are deficient or require correction as of such termination date, including but not limited to incomplete punch list items. Such costs shall include all of the City’s direct and indirect costs incurred to complete or correct such services or work, including the City’s administrative and overhead costs. If the amount of payment(s) and/or retention funds otherwise due the Contractor are insufficient to pay such costs, City shall have the right to recover the balance of such costs from the Contractor and/or its Surety(ies).

27. TERMINATION FOR CONVENIENCE

Upon written notice to the Contractor, the City may at any time, without cause and without prejudice to any other right or remedy of the City, elect to terminate the Contract for the convenience of City. In such case,

the Contractor shall be paid (without duplication of any items, and after deduction and/or withholding of any amounts authorized to be deducted or withheld by the Contract Documents or any Laws or Regulations):

A. For Work executed in accordance with the Contract Documents prior to the effective date of termination and determined to be acceptable by the Engineer, including fair and reasonable sums for overhead and profit on such Work;

B. For reasonable claims, costs, losses, and damages incurred in settlement of terminated contracts with subcontractors, suppliers, and others; and

C. For reasonable expenses directly attributable to termination.

Contractor shall not be paid for any loss of anticipated profits or revenue for any Work not performed prior to termination, nor for any economic loss arising out of or resulting from such termination, except for the payments listed in this section. Contractor's warranty under Section 14 of this Agreement shall apply, and Contractor shall remain responsible for all obligations related to such warranty, with respect to all portions of the Work performed prior to the effective date of the termination for convenience pursuant to this section. The City shall be entitled to have any or all remaining Work performed by other contractors or by any other means at any time after the effective date of a termination for convenience pursuant to this section.

28. TERMINATION FOR BREACH OF CONTRACT

If Contractor abandons the Work under this Contract, or if the Contract or any portion of the Contract is sublet or assigned without the consent of the City, or if the Engineer determines in the Engineer's sole discretion that the conditions of the Contract in respect to the rate of progress of the Work are not being fulfilled or any part thereof is unnecessarily delayed, or if Contractor violates or breaches, or fails to execute in good faith, any of the terms or conditions of the Contract, or if Contractor refuses or fails to supply enough properly skilled labor or materials or refuses or fails to make prompt payment to subcontractors for material or labor, or if Contractor disregards any Laws or Regulations or proper instruction or orders of the Engineer, then, notwithstanding any provision to the contrary herein, the City may give Contractor and its Sureties written notification to immediately correct the situation or the Contract shall be terminated.

In the event that such notice is given, and, in the event such situation is not corrected, or arrangements for correction satisfactory to the City are not made, within ten (10) calendar days from the date of such notice or within such other period of time as may be specified by the City in the notice, the Contract shall upon the expiration of said period cease and terminate. In the event of any such termination, City may take over the Work and prosecute the Work to completion, or otherwise, and the Contractor and its Sureties shall be liable to City for any cost occasioned City thereby, as hereinafter set forth.

In the event City completes the Work, or causes the Work to be completed, no payment of any kind shall be made to Contractor until the Work is complete. The cost of completing the Work, including but not limited to, extra costs of project administration and management incurred by City, both direct or indirect, shall be deducted from any sum then due, or that becomes due, to Contractor from City. If sums due to Contractor from City are less than the cost of completing the Work, Contractor and its Sureties shall pay City a sum equal to this difference on demand. In the event City completes the Work, and there is a sum remaining due to Contractor after City deducts the costs of completing the Work, then City shall pay such sum to Contractor. The Contractor and Contractor's Sureties shall be jointly and severally liable for all obligations imposed on Contractor hereunder.

No act by City before the Work is finally accepted, including, but not limited to, exercise of other rights under the Contract, actions at law or in equity, extensions of time, payments, assessments of liquidated damages, occupation or acceptance of any part of the Work, waiver of any prior breach of the Contract or failure to take action pursuant to this section upon the happening of any prior default or breach of Contractor, shall be construed to be a waiver or estoppel of the City's right to act pursuant to this Section upon any subsequent event, occurrence or failure by Contractor to fulfill the terms and conditions of the

Contract. The rights of City to terminate the Contract pursuant to this Section and pursuant to Sections 26 and 27 are cumulative and are in addition to all other rights of City pursuant to the Contract and at law or in equity.

29. CONTRACTOR BANKRUPT

If Contractor should commence any bankruptcy proceeding, or if Contractor is adjudged a bankrupt, or if Contractor makes any assignment for the benefit of creditors, or if a receiver is appointed on account of Contractor's insolvency, then the City may, without prejudice to any other right or remedy, terminate the Contract and complete the work by giving notice as provided in Section 28 above.

30. SURETIES' OBLIGATIONS UPON TERMINATION

If the City terminates the Contract pursuant to Section 28 or Section 29 above:

A. The Surety under Contractor's performance bond shall be fully responsible for all of the Contractor's remaining obligations of performance under the Contract as if the Surety were a party to the Contract, including without limitation Contractor's obligations, as provided in the Contract Documents, to complete and provide a one-year warranty of the entire Work, pay liquidated damages and indemnify, defend and hold harmless City, up to the full amount of the performance bond.

B. The Surety under Contractor's payment bond shall be fully responsible for the performance of all of the Contractor's remaining payment obligations for work, services, equipment or materials performed or provided in connection with the Work or any portion thereof, up to the full amount of the payment bond.

31. ACCOUNTING RECORDS OF CONTRACTOR

During performance of the Contract and for a period of three (3) years after completing the entire Work, Contractor shall maintain all accounting and financial records related to the Contract and performance of the Work in accordance with generally accepted accounting practices, and shall keep and make such records available for inspection and audit by representatives of the City upon reasonable written notice.

32. USE TAX REQUIREMENTS

During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

A. Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.

B. Sellers Permit: For any construction contract and any construction subcontract in the amount of $5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.

C. The above provisions shall apply in all instances unless prohibited by the funding source for the Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the date set for opposite their names.

CONTRACTOR

Under penalty of perjury, I certify that the taxpayer identification number and all other information provided here are correct.

DATE August 10, 2015

BY Frank R. Florez

Print Name

President

Title

BY Yolanda E. Florez

Print Name

CEO

Title

80-0962100

Federal ID#

023-52169

State ID#

GNB 32013 02724

City of Sacramento Business Operation Tax Certificate No. (City will not award contract until Certificate Number is obtained)

Type of Business Entity *(check one)*:

_____ Individual/Sole Proprietor

_____ Partnership

✓ Corporation

_____ Limited Liability Company

_____Other (*please specify:*_____)

CITY OF SACRAMENTO

a municipal corporation

DATE _____

BY _____

For: John F Shirey, City Manager

Original Approved As To Form:

_____

City Attorney

Form approved by City Attorney 12-24-14

Attest:

_____

City Clerk

CITY OF SACRAMENTO
PERFORMANCE BOND
Department of Utilities

Bond No.: CAC713138

Premium: $3,249.00

WHEREAS, the City of Sacramento, State of California, hereinafter called City, has conditionally awarded to:

CSI Engineering
3311 Marshall Avenue
Carmichael, CA 95608

as principal, hereinafter called Contractor, a contract for construction of:

L Street Sewer Improvements, 18th to 20th Streets
(PN: X14010086) (B16141321003)

which contract is by reference incorporated herein and made a part hereof as if the Surety named below were a party to the contract, and is hereinafter referred to as the Contract; and

WHEREAS, under the terms of the contract, the contractor is required to furnish a bond for the faithful performance of the contract.

NOW, THEREFORE, we the Contractor and *(here insert full name and address of Surety)*:
MERCHANTS BONDING COMPANY, 2100 FLEUR DRIVE, DES MOINES, IA 50321,
a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, as obligee, in the sum of: Two Hundred Seventy Four Thousand Eight Hundred Seventy Five Dollars and Sixty Three Cents ($274,875.63) for the payment of which sum well and truly to be made, we the Contractor and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally. The condition of this obligation is such that, if the Contractor, Contractor's heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and fully perform all covenants, conditions and agreements required to be kept and performed by Contractor in the Contract and any changes, additions or alterations made thereto, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meanings, and shall indemnify and save harmless the City, its officers, employees and agents, as therein provided, then the Surety's obligations under the Contract and this bond shall be null and void; otherwise they shall be and remain in full force and effect. This obligation shall remain in full force and effect through the end of the Contract warranty period, which will expire one year after the completion of work date specified in the Notice of Completion filed for the above-named project.

As part of the obligations secured hereby and in addition to the sum specified above, there shall be included all costs, expenses and fees, including attorney's fees, reasonably incurred by City in successfully enforcing such obligations, all to be taxed as costs and included in any judgment rendered.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or to the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by authorized representatives of the Contractor and Surety.
SIGNED AND SEALED on SEPTEMBER 1, 2015

NYF, INC., DBA CSI ENGINEERING
(Contractor) (Seal)
By
Title President

ORIGINAL APPROVED AS TO FORM:

City Attorney

MERCHANTS BONDING COMPANY
(Surety) (Seal)
By Sokha Evans
Title SOKHA EVANS, ATTORNEY-IN-FACT
Agent Name and Address EPIC
2381 EL CAMINO AVENUE, SACRAMENTO, CA 95821
Agent Phone # 916-481-8108
Surety Phone # 800-678-8171
California License # 0B29370
Surety Email: NGRIMM@MERCHANTSBONDING.COM

CALIFORNIA ALL-PURPOSE 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 Sacramento

On 9/1/15 (Date) before me, E. Johnson (Insert Name of Notary exactly as it appears on the official seal), Notary Public,

personally appeared Sokha Evans (Name(s) of Signer(s)),

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

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

Witness my hand and official seal.

Signature E. Johnson
Signature of Notary Public

E. JOHNSON
COMM. #1954775
NOTARY PUBLIC • CALIFORNIA
SACRAMENTO COUNTY
Comm. Exp. OCT. 15, 2015
MGC1 MGC1

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

Signer is Representing: Merchants Bonding Company

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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

Signer is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

MERCHANTS
BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

Sandra R Black; Sharon J Rusconi; Sokha Evans

of Sacramento and State of California their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

TEN MILLION ($10,000,000.00) DOLLARS

and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

> "The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.
>
> The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 20th day of November, 2014.

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 20th day of November, 2014, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.

NOTARIAL SEAL IOWA
WENDY WOODY
Commission Number 784654
My Commission Expires
June 20, 2017

Wendy Woody
Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 1st day of September 2015

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0014 (7/14)

CITYOF SACRAMENTO
PAYMENT BOND
Department of Utilities

Bond No.: CAC713138
Premium: INCLUDED

WHEREAS, the City of Sacramento, in the State of California, hereinafter called City, has conditionally awarded to:

CSI Engineering
3311 Marshall Avenue
Carmichael, CA 95608

Herein after called Contractor, a contract for construction of:

L Street Sewer Improvements, 18th to 20th Streets
(PN: X14010086) (B16141321003)

Which contract is by reference incorporated herein and made a part hereof, and is hereinafter referred to as the Contract; and

WHEREAS, under the terms of the Contract and pursuant to Chapter 5 of Title 3 of Part 6 of Division 4 of the California Civil Code (commencing with Civil Code Section 9550), Contractor is required to furnish a good and sufficient payment bond to secure payment of the claims to which reference is made in Civil Code Section 9554.

NOW, THEREFORE, we the Contractor and (*here insert full name and address of Surety*):
MERCHANTS BONDING COMPANY, 2100 FLEUR DRIVE, DES MOINES, IA 50321, a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, and unto all persons or entities entitled to assert a claim against a payment bond under any of the aforesaid Civil Code provisions in the sum of Two Hundred Seventy Four Thousand Eight Hundred Seventy Five Dollars and Sixty Three Cents ($274,875.63) on the condition that if Contractor shall fail to pay for any materials or equipment furnished or used in performance of the Contract, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board or the Employment Development Department from the wages of employees of the Contractor and all subcontractors with respect to such work or labor, then the Surety shall pay the same in an amount not exceeding the sum specified above. If suit is brought upon this bond, Surety shall pay, in addition to the above sum, all costs, expenses and fees, including attorney's fees, reasonably incurred by any party in successfully enforcing the obligation secured hereby, all to be taxed as costs and included in any judgment rendered. Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect, and shall bind Contractor, Surety, their heirs, executors, administrators, successors and assigns, jointly and severally.

It is hereby stipulated and agreed that this bond shall inure to the benefit of all persons, companies, corporations, political subdivisions, State agencies and other entities entitled to assert a claim against a payment bond under any of the aforesaid Civil Code provisions, so as to give a right of action to them or their assigns in any suit brought upon this bond. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or to the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by authorized representatives of the Contractor and Surety. SIGNED AND SEALED on SEPTEMBER 1, 2015.

MYF, INC., DBA CSI ENGINEERING
(Contractor) (Seal)
By
Title President

ORIGINAL APPROVED AS TO FORM:

City Attorney

MERCHANTS BONDING COMPANY
(Surety) (Seal)
By Sokha Evans
Title SOKHA EVANS, ATTORNEY-IN-FACT
Agent Name and Address EPIC
2381 EL CAMINO AVENUE, SACRAMENTO, CA 95821
Agent Phone # 916-481-8108
Surety Phone # 800-678-8171
California License # OB29370
Surety Email: NGRIMM@MERCHANTSBONDING.COM

Effective 7-1-12

CALIFORNIA ALL-PURPOSE 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 Sacramento

On 9/1/15 (Date) before me, E. Johnson (Insert Name of Notary exactly as it appears on the official seal), Notary Public,

personally appeared Sokha Evans (Name(s) of Signer(s)),

E. JOHNSON
COMM. #1954775
NOTARY PUBLIC • CALIFORNIA
SACRAMENTO COUNTY
Comm. Exp. OCT. 15, 2015
MGC1

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 E. Johnson
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

Signer is Representing: Merchants Bonding Company

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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

Signer is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

MERCHANTS
BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

Sandra R Black; Sharon J Rusconi; Sokha Evans

of Sacramento and State of California their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

TEN MILLION ($10,000,000.00) DOLLARS

and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

> "The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.
>
> The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 20th day of November, 2014.

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 20th day of November, 2014, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.

NOTARIAL SEAL IOWA
WENDY WOODY
Commission Number 784654
My Commission Expires
June 20, 2017

Wendy Woody
Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 1st day of September 2015

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0014 (7/14)

CALIFORONIA LABOR CODE RELATING TO APPRENTICES ON PUBLIC WORKS PROJECTS

See following links: www.dir.ca.gov and/or www.leginfo.ca.gov

SPECIAL PROVISIONS

CITY OF SACRAMENTO
SPECIAL PROVISIONS
FOR
L STREET SEWER IMPROVEMENTS, 18th to 20th STREETS
(X14010086)

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SPECIAL PROVISIONS
FOR
L STREET SEWER REPLACEMENT, 18th to 20th STREETS
(X14010086)

SECTION 1 – GENERAL CONSTRUCTION REQUIREMENTS

1.01 Location, Scope of Work

These Special Provisions cover in general, the reconstruction of sewer facilities within L Street from 18th Street to 20th Street. The work to be performed consists of constructing or replacing 625 feet of combined sewer pipeline, manholes, drains, sewer services, and associated work. The Contractor shall provide all labor, materials, tools and equipment, and shall perform all work necessary to complete the subject project in place and make all required connections to the existing combined sewer system as shown on the Plans and as specified herein.

1.02 Specifications

The work to be performed under this contract shall be done in accordance with the Special Provisions contained herein. In these Special Provisions, reference is made to the Standard Specifications of the City of Sacramento, adopted June 2007, referred to herein as "Standard Specifications". The general requirements of this contract shall be governed by these Special Provisions first, followed by Sections 1 through 8 of the Standard Specifications. Other standards or specifications specified in these Special Provisions govern only the applicable technical specifications.

1.03 Time of Award

The Contractor shall furnish to the City the signed agreement, required insurance certificates, endorsements, waivers of subrogation, and the required surety bonds within ten calendar days after receipt of the City's notice of the recommended Contract award and prior to award of the Contract by the City Council. If the Contract is not awarded and the Contractor incurs a cost to terminate the surety bonds, the Contractor shall be reimbursed for such termination cost if the City determines that such termination cost is reasonable.

1.04 Providing Bonds and Surety

The Contractor shall provide the signed agreement and surety bonds within ten (10) calendar days after receipt of notice to award by the City and prior to award by the City Council. The contractor shall be reimbursed for all surety bond costs should the City Council not award a contract.

1.05 Interpretation of Contract Documents

Questions from bidder's concerning the interpretation of any portion of the contract documents may be directed to Mark Elliott of the City of Sacramento, Department of Utilities, 1395 35th Avenue, Sacramento, California, 95822, phone (916) 808-8894. Interpretation, where necessary, will be made by the City in the form of an addendum to the contract documents and, when issued, will be sent as promptly as is practicable to all parties to whom the bid documents have been issued. All such addenda shall become part of the contract.

It shall also be the bidder's responsibility to call to the attention of the Engineer any missing pages or drawings in the contract documents including the addenda. These items shall be brought to the attention of the Engineer at least 7 calendar days prior to the bid opening date.

1.06 Proof of Compliance with Contract

In order that the Engineer may determine whether the Contractor has complied with the requirements of the contract documents not readily determinable through inspection and tests of plant, equipment, work, or materials, the Contractor shall at any time when requested, at the Contractor's expense, submit to the Engineer properly authenticated documents or other satisfactory proofs as to his compliance with such requirements.

1.07 Shop Drawings & Submittals

In accordance with Section 5-7 of the Standard Specifications, Contractor shall prepare and submit for review 5 copies of the following shop drawings and submittals:

1. Construction schedule
2. Concrete mix design (manholes and paving)
3. Record drawings (upon completion of work)
4. Traffic control plan
5. Water quality control plan
6. Proposed pipe material and fittings
7. Clean out assembly
8. Temporary diversion of flows (if necessary)
9. Dewatering plan (if necessary)
10. Water services
11. Public notification plan
12. Any other items

Contractor is advised that at the Engineer's discretion, the above list may be expanded to include additional items to which Section 5-7 of the Standard Specifications will apply. Contractor shall keep one copy of the approved Traffic Control Plan and the Water Quality Control Plan at the construction site at all times.

1.08 Project Sign

Prior to beginning any onsite work the contractor shall install a total of one project sign. The sign shall be supplied by the City and are approximately 30-inches by 54-inches. Location and height of sign installation shall be as directed by the Engineer. In general, the signs shall be installed a minimum of seven (7) feet and maximum of ten (10) feet above surrounding grade. If acceptable to the Engineer an existing sign post may be used, otherwise, the Contractor shall be required to install a new post. Each sign and post installed by the Contractor shall be removed at the end of the project and the sign returned to the City.

1.09 Manufacturer's Instructions

Contractor shall comply with manufacturer's installation instructions and procedures in accordance with Section 5-16 of the City Standard Specifications.

1.10 Project Scheduling

The Contractor shall submit a detailed schedule showing all items of work prior to initiating construction. The schedule shall include the proposed sequencing of construction activities. The schedule shall be submitted, reviewed and updated in accordance with Section 7-2 of the Standard Specifications. No progress payments will be made for work completed prior to acceptance of the schedule.

Weekend work will be done in accordance with Section 7-4 of the Standard Specifications.

1.11 Record Drawings

The Contractor shall maintain a neat and accurate marked set of record drawings showing the final locations and layout of piping and conduit; structures; and other facilities. Drawings shall be kept current weekly, with all work instructions and change orders, and construction adjustments. Installed cleanouts shall be dimensioned to the nearest property line or be assigned stations to the nearest foot. Drawings shall be subject to the inspection of the Engineer at all times and progress payments, or portions thereof, may be withheld if drawings are not accurate and current. Pipe material shall be added to drawing, if not denoted on contract drawings. Prior to acceptance of the work, the Contractor shall deliver to the Engineer one (1) set of neatly marked record drawings accurately showing the information required above.

Record drawings shall be submitted and approved by the Engineer in accordance with "Shop Drawings and Submittals" of these Special Provisions.

1.12 Materials and Equipment

The Contractor is responsible for the care and protection of all materials and equipment until the completion and final acceptance of the work, in accordance with Section 5-15, 5-16, 5-17, 5-18, 5-21, and 5-22 of the Standard Specifications and these Special Provisions. **PVC pipe manufactured by JM Pipe or PW Eagle Pipe will not be**

allowed.

1.13 Permits

None required.

1.14 Permanent Survey Monuments

The Contractor is responsible for verifying that arrangements have been made for preserving and/or perpetuating all permanent survey monuments affected by the work, in accordance with Section 5-6 of the Standard Specifications.

1.15 Administrative Penalty Ordinance

The Contractor shall become familiar with Chapter 12.20 of the City Code which contains minimum requirements and restrictions relating to construction activities within the City right of way and establishes administrative penalties for non-compliance of these requirements. The Contractor may be assessed the administrative penalty for each violation of any provision addressed by the ordinance, unless modified herein, and amounts can be deducted from the Contract. The ordinance includes the following general categories:

Working hours for the City's "Primary Streets"
Traffic control plan requirements
Access to private property
Maintenance of construction areas
Maintenance of traffic, public safety and convenience
Repair of traffic control systems
Care of existing known facilities
Protection of existing improvements
Public notification
Noise levels

Copies of the ordinance are available from the City Clerk's Office, 915 I Street, Sacramento, CA. 95814, and at www.cityofsacramento.org.

1.16 Water Quality Control

The Contractor shall be responsible for the requirements consisting of regulations contained in the National Pollution Discharge Elimination System (NPDES) Stormwater Permit issued to the City, and in accordance with Section 16 of the Standard Specifications.

The Contractor shall prepare and submit an erosion, sediment and pollution control plan (ESC Plan) to the Engineer for review. The ESC Plan shall be submitted a minimum of 48 hours prior to start of the work. The Contractor shall not begin work until an accepted ESC Plan is on file with the Engineer.

The City reserves the right to take corrective action and withhold the City's costs for

corrective action from progress payments or final payment in accordance with Section 7, “Retention of Sums Charged against the Contractor”, of the Agreement, contained herein. Any fines, including third-party claims, levied against the City as a result of the Contractor’s non-compliance are the Contractor’s sole responsibility and will be withheld from progress payments or final payment in accordance with Section 7, of the Agreement.

1.17 Project Closeout

When the project is completed in accordance with the Plans and Specifications, the Contractor shall notify the Engineer of the completion of the project at which time the City will prepare a list of deficient work items, or punch list, and after all punch list items have been completed to the satisfaction of the Engineer, and as-built drawings are completed and submitted, a completion report will be prepared, as detailed and in accordance with Section 8-4 of the Standard Specifications.

1.18 Payment

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in performing and complying with these General Requirement items shall be considered as included in the prices paid for in the various contract bid items the Contractor deems appropriate and no additional compensation will be allowed.

SECTION 2– PUBLIC CONVENIENCE & PROTECTION OF EXISTING CONDITIONS

2.01 Public Right-of-Way and Easements

All water, sewer & drainage pipe and appurtenances constructed as part of this project are to be placed within public street rights-of-way and easements. The Contractor shall confine his or her operations within the limits of existing street right-of-way or easements as much as practicable.

In the event the Contract requirements necessitate the Contractor to encroach onto adjoining private property the Contractor shall make all necessary arrangements with the owner of the property for such encroachment. A copy of any written agreements entered into between the Contractor and the property owner concerning encroachment onto private property shall be provided to the Engineer prior to beginning any work on the property described in the agreement.

2.02 Existing Facilities

Protection and maintenance of existing utilities shall meet the applicable requirements of Sections 13 of the Standard Specifications and these Special Provisions.

The location, alignment, and depth of existing underground utilities as shown on the Plans are taken from public records and no responsibility is assumed for the accuracy

thereof. For the most part, underground utility services are not shown on the Plans. Attention is directed to the provisions in Section 6-19 of the Standard Specifications.

The Contractor will insure that utility services to customers in the project are maintained.

The Contractor is expected to "pothole" existing underground utilities a minimum of ten (10) working days in advance at any location where an existing utility may be in conflict with the proposed work.

The cost of relocating existing overhead and/or underground utilities not specified on the Plans to be relocated, but are relocated or cut and reconnected at the Contractor's choice, shall be borne by the Contractor.

2.03 Maintaining Water, Sewer & Drainage Flows

The Contractor shall be responsible maintaining water, sewer, and drainage flows including emergency repairs and temporary bypasses in accordance with Section 13-2 of the City Standard Specifications and these Special Provisions.

The Contractor shall be responsible for maintaining existing sewer flows until new sewer improvements are complete and functioning. The cut sewer services shall be replaced or repaired by 5:00 PM of the same day, and shall be constructed per Standard Drawing S-260 & S-265.

The Contractor shall be responsible for maintaining existing drainage flow until the final completion of the project. This includes removal of ponded water from any temporary low points created during construction.

No additional compensation will be paid to the Contractor for maintenance of existing facilities; the cost of this work shall be included in the various contract items of work.

Temporary Diversion of Sewer, and Drainage Flows

Should it become necessary for the Contractor to temporarily divert, bypass, or impound flows carried by existing sewer or drainage systems through or around the construction operations within the limits of this project, the Contractor shall prepare a plan of such diversion, bypass, or impoundment and submit the plan to the Engineer for approval.

The plan shall be sufficiently detailed to illustrate the concept proposed. The plan shall also provide information on the quantity of flow to be conveyed by the diversion or bypass system or the volume to be impounded. The plan shall indicate the number, size and configuration of any channel, and the size and configuration of any impoundment basin to be used.

The plan for temporary diversion or bypassing of existing sewer or drainage flows shall be submitted to the Engineer a minimum of 10 working days prior to the start of work on any temporary system. The Contractor shall not begin work on temporary diversion, bypass, or impoundment system until an approved plan is on file with the Engineer.

No additional compensation will be paid to the Contractor for temporary diversion, bypassing, or impoundment of existing sewer or drainage flows. The cost of such work shall be included in the various contract items of work.

2.04 Work Performed by City Crews

The Contractor is advised that the City retains the option of performing with City crews all or a portion of any work involved in relocating, repairing, or otherwise restoring existing sewer, water, and drainage systems and services to developed properties within the limits of the project that may be in conflict with the proposed project improvements. Any such work performed by City forces will be at the discretion and convenience of the City. All work performed and materials provided by the City will be paid for by the Contractor or removed from this contract at no additional cost to the City.

2.05 Existing Site Conditions

Bidders are directed to Section 2-4 of the Standard Specifications which require Bidders to examine the project site.

2.06 Handling and Removal of Hazardous or Contaminated Materials

In the event hazardous or contaminated materials are encountered at the site for which separate handling or removal provisions have not been made in these Special Provisions, the Contractor shall stop work on that item, contact the Engineer and schedule his operations to work elsewhere on the site, if possible. The City will be responsible for handling and removal of hazardous material or may request that the Contractor be made available, through contract change order, to provide additional services as needed for the completion of the work. Additional services may consist of retaining a subcontractor who possesses a California license for hazardous substance removal and remedial actions.

Hazardous or contaminated materials may only be removed and disposed of from the project site in accordance with the following provisions:

1. All work is to be completed in accordance with the following regulations and requirements:
   a. Chapter 6.5, Division 20, California Health and Safety Code.
   b. California Administration Code, Title 22, relating to Handling, Storage, and Treatment of Hazardous Materials.
   c. City of Sacramento Building Code and the Uniform Building Code , 1994 edition.

2. Coordination shall be made with the County of Sacramento Environmental Management Department, Hazardous Materials Division, and the necessary applications shall be filed.

3. All hazardous materials shall be disposed of at an approved disposal site and shall

only be hauled by a current California registered hazardous waste hauler using correct manifesting procedures and vehicles displaying a current Certificate of Compliance. The Contractor shall identify by name and address the site where toxic substances shall be disposed of. No payment for removal and disposal services shall be made without a valid certificate from the approved disposal site that the material was delivered.

None of the aforementioned provisions shall be construed to relieve the Contractor from the Contractor's responsibility for the health and safety of all persons (including employees) and from the protection of property during the performance of the work. This requirement shall be applied continuously and not be limited to normal working hours.

2.07 Health and Safety

The Contractor is warned that existing sewers and appurtenances have been exposed to sewage and industrial wastes. These facilities shall therefore be considered contaminated with disease-causing organisms. Personnel in contact with contaminated facilities, debris, wastewater, or similar items shall be advised by the Contractor of the necessary precautions that must be taken to avoid becoming diseased. It is the Contractor's responsibility to urge his personnel to observe a strict regime of proper hygienic precautions, including any inoculations recommended by the local public health officer.

Because of the danger of solvents, gasoline, and other hazardous material in the existing sewers, these areas shall be considered hazardous to open flame, sparks, or unventilated occupancy. The Contractor shall be aware of these dangers and shall take the necessary measures to assure his personnel observe proper safety precautions when working in these areas.

The Contractor shall not allow any wastewater to discharge from sewage collection systems onto adjacent lands or waters. In case of accidental discharge, the Contractor shall be responsible for containment, immediate cleanup and disposal at his own expense to the full satisfaction of the Engineer. Where containment is not possible, adequate disinfection shall be provided by the Contractor at his expense as directed by the Engineer or agency with jurisdiction. If, in the opinion of the Engineer, the Contractor fails to adequately follow the above guidelines, he will make arrangements to have the work done by others, and have the cost charged to the Contractor.

2.08 Public Notification of Work

The Contractor shall notify property owners and/or tenants adjacent to the project limits in writing two (2) working days in advance of beginning work. The notice shall be approved by the Engineer and shall describe the work to be performed, the anticipated duration of construction and the name and telephone number of the Contractor's representative that can be reached 24 hours a day, seven (7) days a week. See sample notification letters in Appendix B.

2.09 Maintenance of Traffic, Public Safety and Convenience

The Contractor's attention is directed to Sections 6-6 through 6-11, 7-4 and 16-3 of the Standard Specifications.

Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately by the Contractor at his expense. Water or dust palliative shall be applied if ordered by the Engineer for the alleviation or prevention of dust nuisance.

All persons performing work shall repair or replace, to previous condition or better, all existing traffic control system markers or devices that are damaged or destroyed during work within three (3) calendar days of the completion of work in the immediate area unless written direction extending the time period or relieving the persons performing work of this obligation is provided by the Engineer.

The Contractor will ensure that utility services to customers in the project are maintained.

Contractor shall not interfere with or impair any railroad operations in accordance with Section 6-6 of the City Standard Specifications.

The Contractor shall be required to establish traffic scheduling and control measures acceptable to the Engineer prior to starting any work. The Contractor shall submit to the Engineer for review and approval a plan showing proposed traffic control measures and/or detours for vehicles and pedestrians affected by the construction work. This plan shall be submitted a minimum of ten (10) working days prior to the scheduled commencement of any work by the Contractor. **The Contractor will not be allowed to begin work until an approved plan is on file with the Engineer.** In addition, the approved plan shall be kept on hand at the project site at all times while construction is in progress. **All advance warning and traffic delineation shall conform to the provisions of Section 6-10 of the Standard Specifications.**

The Contractor’s traffic control plan shall include location of proposed work area, locations of areas where the public right of way will be closed or obstructed, and any proposed phases of traffic control and time period of when traffic control will be in effect. The traffic control plan shall also include name and business address of Contractor and a statement that the Contractor will comply with City’s noise ordinance.
The Contractor shall be solely and completely responsible for furnishing, installing, and maintaining all warning signs and devices necessary to safeguard the general public and the work, and to provide for the safe and proper routing of all vehicular and pedestrian traffic during the performance of the work. The requirement shall apply continuously and shall not be limited to normal working hours.

The Contractor shall perform the following requirements included in the City ordinance Chapter 12.20, with this contract:

1. The Contractor shall not cause public rights-of-way, public property or public easement to be covered with construction related trash, debris, garbage, waste material or soil. Areas affected by the construction, must be cleaned to the satisfaction of the Engineer prior to re-opening to the public.

2. Trench plates shall not be utilized for more than three (3) calendar days in one location and temporary surfacing shall not be utilized for more than five (5) calendar days in one location without prior written approval of the Engineer.

3. The Contractor shall provide access to all existing driveways at all times except when excavation is in progress, when forms are in place, when concrete or asphalt is being placed or unless other arrangements are made with the property owner. The Contractor shall take precautions so as not to entrap vehicles on private property during the progress of the work. Driveways may be closed only during normal working hours and only after giving property owners a minimum of twenty-four (24) hours notice in advance of the closure. Access for emergency vehicles shall be available on all streets within the construction area at all times.

4. Rear access to buildings and existing parking areas behind buildings shall be maintained. If arrangements have been made with property owners, the Contractor may close such access for a limited time. Contractor shall give property owners forty-eight (48) hours notice in advance of the closure.

5. Provide for pedestrian traffic at all times except where closures are approved in advance by the Engineer.

6. At least one (1) lane of traffic shall be maintained at all times in the street. All work within public streets and/or roadway right-of-way shall be done in an expeditious manner so as to cause as little inconvenience to the traveling public as possible. Skid - resistant steel plates or other approved methods shall be used to cover all open excavations in the roadway during non-working hours for the entire project.

7. City working hours are defined to be between 7:00 am and 6:00 pm, Monday through Friday, excluding legal holidays unless otherwise defined in these Special Provisions.

8. For work done before 7:00 A.M. or after 6:00 P.M., or during all daylight hours between 6:00 P.M. Friday to 7:00 A.M. Monday, the street or alley may be closed provided proper detours are provided and only if arrangements have been made with the property owners in advance and approved by the Engineer. A minimum of five (5) working days notice shall be given to property owners in advance of closure.

9. At night and at other times when work is not in progress, the entire roadway shall be open to the public for pedestrian and vehicular traffic.

The Contractor is hereby alerted that L Street between 3rd Street and Alhambra Boulevard is designated a "primary street" and as such the requirements and administrative penalties of Chapter 12.20 of the City ordinance apply. In accordance with the ordinance, the Contractor shall not impede traffic in any fashion outside the work hours of 8:30 A.M. and 4:00 P.M.

All signs and street marking damage caused by or related to the construction of this project shall be replaced in kind by the Contractor. In the case of partial damage to lane stripes and traffic lettering the whole stripe or marking in its entirety shall be replaced. Temporary markings and striping shall be installed within 72 hours (three working days) of damage.

Prior to commencing work and/or closing the street or alley, Contractor shall contact the following City Divisions and agencies:

1. Police Communication Center one (1) working day prior to closure by calling 277-1750, or fax at 277-1772.

2. Fire Department Communications Center one (1) working day prior to closure by calling 228-3035 or fax at 228-3082.

3. City Traffic Engineering Services five (5) working days prior to closure by calling 808-5307.

4. City Solid Waste Division five (5) working days prior to closure by calling 808-4952 or fax at 808-4999. The Contractor shall also coordinate with the property owners all relocations of trash receptacles necessary to maintain garbage collection.

4. Street Parking five (5) working days prior to closure by calling 808-5579 or fax at 808-7501.

5. Regional Transit five (5) working days prior to closure by calling Lynn Cain at 321-5375 or fax at 557-4541.

At a minimum, the information faxed shall include:

Project name and number
Contractor's name and a 24-hour phone number
City of Sacramento's project manager's name
City Inspector Name and phone number
Limits of street closure, with street names
Duration of street closure

2.10 Removal of Street Parking

In locations where the Contractor's operations require removal of on-street parking, such removal shall be in accordance with Section 6-18 of the Standard Specifications.

Failure to comply with this section will prevent the City from towing vehicles parked in the proposed work area.

2.11 Payment

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in performing and complying with these General Requirement items shall be considered as included in the prices paid for in the various contract bid items the Contractor deems appropriate and no additional compensation will be allowed.

SECTION 3 – GENERAL SEWER CONSTRUCTION REQUIREMENTS

3.01 Trench Excavation and Backfill

Trench excavation and backfill in all streets shall meet the applicable requirements of Sections 10, 14 and 26 of the Standard Specifications and these Special Provisions, see Backfill & Resurfacing Detail T-80A in Appendix A. If specified in these Special Provisions, pipe shall be backfilled using Controlled Density Fill (CDF), in accordance with Section 10-16 of the Standard Specifications, and as directed by the Engineer. Slurry cement backfill will not be allowed.

When the Engineer approves shallow placement of drain inlet leads requiring protective measures, all work associated with protective measures shall be considered as extra and paid per Section 8 of the Standard Specifications.

3.02 Pavement Cutting and Surface Restoration

Pavement cutting and surface restoration shall conform to the applicable provisions of Section 26-11 of the Standard Specifications and these Special Provisions. The Contractor shall restore surfaces in kind (using the same surface material as existing) unless otherwise noted on the Plans or within these Special Provisions. Payment for restoring the surface in kind within any excavation shall be included in the associated item of work unless otherwise stated in these Special Provisions.

If trench crosses sidewalk, curb, and gutter, Contractor shall replace entire sidewalk panel to nearest control or expansion joint on both sides of trench wall. Extent of curb and gutter replacement shall coincide with sidewalk panel being replaced. Pavement cutting shall be perpendicular and parallel to the centerline of the road when practicable.

3.03 Temporary Paving

Temporary paving shall be in accordance with Section 14-4 of the Standard Specifications.

3.04 Closed Circuit Television Inspection of Pipes

All newly-constructed pipes shall be inspected by the Contractor utilizing a remote closed circuit in-line television (CCTV) camera. The CCTV inspections shall be conducted after all utilities have been installed and backfill compaction has been completed, but prior to final paving.

Contractor shall also clean pipe as necessary to remove standing water and to remove solids, debris, grease or grit from the entire circumference of the pipe between manholes or access points within the project limits.

The Contractor shall notify the Engineer two (2) working days in advance of the anticipated date of the CCTV inspection so that the Engineer may observe the flow control, cleaning and CCTV inspection operations. It shall be the Contractor's responsibility to coordinate the CCTV inspection with the Engineer.

Perform all CCTV inspection in accordance with NASSCO's Pipeline Assessment Certification Program (PACP). CCTV inspections shall be conducted entirely in digital format and shall be recorded in MPG or AVI format written to DVD and shall be compatible with the Granite XP software (version 4.6.10 or City's current version). All CCTV inspection reports shall be within +/- 2 (two) feet of the measured linear footage along the existing pipe centerline from the center of manhole to the center of manhole or access point.

The documentation of the work shall consist of a DVD, PACP CCTV Reports, and the unmodified PACP database. **The database shall contain PACP scoring for each inspection observation or defect.** The database itself shall be compatible with the City's most current version of the Granite XP software. The documentation shall note important features encountered during the inspection. The speed of travel shall be slow enough to detect reverse slope or low spots in pipe grades and to inspect and identify each pipe joint, service connection, etc., but should not, at any time, be faster than 30 feet per minute. The CCTV camera shall be centered in the pipe to provide accurate distance measurements to provide exact locations of important features in the pipe and these footage measurements shall be displayed and documented on the video. The completed DVD shall become the property of the City.

Every section of the pipe (manhole to manhole or access point) shall be identified on the video display and shall include: project name, street name, City manhole numbers, inspector's name, pipe diameter and length, and date of inspection. In addition to inspecting the pipe, all manholes shall be panned with the CCTV camera.

Work not following these Special Provisions may be rejected for payment and the

Contractor may be required to re-do the work

3.05 Tree Preservation Requirements

Trees within the project area shall be protected by the following means:

1. The contractor shall hire an International Society of Arboriculture (ISA) certified arborist to do any required pruning for equipment clearance. The contractor shall contact the City Arborist (Dan Pskowski, 768-8604) for a root inspection(s) for trenching activities within the dripline(s) of the trees.

2. If during excavation for the project, tree roots greater than two inches in diameter are encountered, work shall stop immediately until the project arborist can perform an on-site inspection. All roots shall be cut clean and the tree affected may require supplemental irrigation/fertilization and pruning as a result of the root cutting. The project sponsor will be responsible for any costs incurred. Depending upon the amount of roots encountered and the time of year, wet burlap may be required along the sides of the trench.

3. The contractor shall be held liable for any damage to existing trees, i.e. trunk wounds, broken limbs, pouring of any deleterious materials, or concrete washout under the dripline of the trees. Damages will be assessed using the "A Guide to Plant Appraisal" Eighth Edition, published by the International Society of Arboriculture. An appraisal report shall be submitted for review by the City Arborist.

4. The contractor's certified arborist shall coordinate with the City Arborist for work on or around any "protected tree." A "protected tree" is any tree within the City right of way or a Heritage tree. A Heritage tree is:
    a. Any tree of any species with a trunk circumference of one hundred (100) inches or more, which is of good quality in terms of health, vigor of growth and conformity to generally accepted horticultural standards of shape and location for its species.
    b. Any native Quercus species, Aesculus California or Platanus Racemosa, having a circumference of thirty-six (36) inches or greater when a single trunk, or a cumulative circumference of thirty-six (36) inches or greater when a multi-trunk, which is of good quality in terms of health, vigor of growth and conformity to generally accepted horticultural standards of shape and location for its species

    The City Arborist can be contacted through the City's dispatch by dialing 311, or (916) 264-5011 if outside the City, or via email at urbanforestry@cityofsacramento.org..

5. A permit is required for any work on a "protected tree". Permit applications are found on the City of Sacramento Public Works website. A copy of the tree permit

shall be kept at the site of the work and shall be shown to any representative of the City of Sacramento or any law enforcement officer, at any time requested.

3.06 Archaeological Resources Discovery

Discovery of cultural resources. In the event that any prehistoric subsurface archaeological features or deposits, including locally darkened soil ("midden"), that could conceal cultural deposits, animal bone, obsidian and/or mortars are discovered during construction-related earth-moving activities, all work within 150 feet of the resources shall be halted, and the Contractor and City shall consult with a qualified archaeologist who are certified by the Society of Professional Archeologists (SOPA) and/or meet the federal standards as stated in the Code of Federal Regulations (36 CFR 61) to assess the significance of the find. Archaeological test excavations shall be conducted by a qualified archaeologist to aid in determining the nature and integrity of the find. If the find is determined to be significant by the qualified archaeologist, representatives of the City and the qualified archaeologist shall coordinate to determine the appropriate course of action. All significant cultural materials recovered shall be subject to scientific analysis and professional museum curation. In addition, a report shall be prepared by the qualified archaeologist according to current professional standards. Work shall be re-started only upon a notice to proceed from the City's Project Manager.

Discovery of Native American site. If a Native American site is discovered during project construction, the Contractor shall give immediate notice to the City's Project Manager, and the evaluation process shall include consultation with the appropriate Native American representatives. If Native American archaeological, ethnographic, or spiritual resources are involved, all identification and treatment shall be conducted by qualified archaeologists, who are certified by the Society of Professional Archeologists (SOPA) and/or meet the federal standards as stated in the Code of Federal Regulations (36 CFR 61), and Native American representatives, who are approved by the local Native American community as scholars of the cultural traditions.

In the event that no such Native American is available, persons who represent tribal governments and/or organizations in the locale in which resources could be affected shall be consulted. If historic archeological sites are involved, all identified treatment is to be carried out by qualified historical archaeologists.

Discovery of human remains. If a human bone or bone of unknown origin is found during construction, the Contractor shall give immediate notice to the City's Project Manager, all work shall stop in the vicinity of the find, and the County Coroner shall be contacted immediately. If the remains are determined to be Native American, the Coroner shall notify the Native American Heritage Commission, who shall notify the person most likely believed to be a descendant. The most likely descendant shall work with the City's Project Manager and Contractor to develop a program for re-internment of the human remains and any associated artifacts. No additional work is to take place

within the immediate vicinity of the find until the identified appropriate actions have taken place.

3.07 Payment

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in performing and complying with these General Requirement items shall be considered as included in the prices paid for in the various contract bid items the Contractor deems appropriate and no additional compensation will be allowed.

END OF SECTION

SECTION 4 – ITEMS OF THE PROPOSAL

Item No. 1 Preconstruction Photographs

This item shall conform to Section 11 of the Standard Specifications.

Payment for preconstruction photographs shall be at the contract lump sum price bid and shall include full compensation for furnishing all labor, materials, tools and equipment, and for performing all work necessary to complete this item in place.

Item No. 2 12-inch Sewer Pipe to Remove, 8-inch Sewer Pipe to Place
Item No. 3 8-inch Sewer to Remove, 10-inch Sewer Pipe to Place
Item No. 4 15-inch Sewer Pipe to Place

Where shown on the Plans, VCP or PVC sewer pipe and fittings shall be provided and placed in accordance with the Plans, manufacturer's recommendations, and as directed by the Engineer and shall conform to Sections 10 and 26 of the Standard Specifications. Information regarding pipe material and pipe installation shall be submitted for approval in accordance with these Special Provisions.

Only one type of pipe shall be used between manholes. Prior to the start of work, the Contractor shall submit a plan showing types of pipe and locations to the Engineer. Any deviation in the plan thereafter shall not be allowed unless approved in advance by the Engineer.

Sewer pipe connections to manholes shall be included in this item unless otherwise indicated in these Special Provisions. In addition, Contractor shall connect existing ABS sewer services to new sewer pipe in accordance with these Special Provisions and include this work in the cost of this item.

The Contractor shall install a flexible joint (bell and spigot or flexible coupling) a horizontal distance of 18 inches to 24 inches from the wall of the manhole.

Existing pipe shall be removed at such places as shown on the Plans or as designated by the Engineer in accordance with Section 13 of the Standard Specifications and these Special Provisions. All removed pipes or portions thereof shall be disposed of by the Contractor. Payment for removal and disposal of existing pipe shall be included in these items.

As indicated in the Plans at Station 4+79, the proposed 15-inch sewer main crosses under an existing 24-inch water transmission main. The sewer main shall be backfilled with CDF to the springline of the 24-inch water main for a distance of two feet on either side of the water transmission main.

Unless otherwise approved, all pipes shall have bell and spigot joints with elastomeric

gaskets providing a water tight seal. Tests for leakage will be required per Section 26-10 of the Standard Specifications.

For all flexible pipe and fittings, the minimum pipe stiffness at 5% deflection shall be 46 PSI according to ASTM test D2412. Flexible pipe joints shall be in accordance with ASTM D3212. All flexible conduits shall be tested with a mandrel 5% smaller than the average inside diameter of the pipe placed no sooner than 96 hours after placement of the backfill. Mandrel tests may be performed by the City after a six (6) month period of time at which time a maximum deflection of 7-1/2% from the base I.D. will be allowed. The mandrel used shall be the PHOS PVC Sewer Pipe Deflection Gauge or other deflection gauge approved by the Engineer.

After mandrel testing and in order to insure proper placement, all sewer pipes placed shall be CCTV inspected by the Contractor utilizing a robotic CCTV camera device as specified elsewhere in these Special Provisions. CCTV will be paid for at the unit price bid for that item.

Where shown on the Plans, combined sewer pipe shall conform to the following specifications:

Vitrified Clay Pipe (VCP)

VCP and fittings shall be constructed to the details shown on the Plans(Sta. 8+56 to Sta. 9+00) and shall conform to the applicable provisions of Section 10, Section 14 and Section 26 of the Standard Specifications.

Poly Vinyl Chloride (PVC) Pipe

PVC gravity sewer pipe and fittings shall be constructed to the details on the Plans and shall conform to Sections 10, 14, and 26 of the Standard Specifications and these Special provisions. PVC gravity sewer pipe and fittings shall conform to ASTM D3034 and ASTM F679 and shall be SDR 35 with elastomeric gasket joints providing a watertight seal. **PVC pipe manufactured by JM Pipe or PW Eagle Pipe will not be allowed.**

Surface restoration shall be in accordance with the section of the General Requirements entitled “Pavement Cutting and Surface Restoration” and shall be paid for under this item of the contract. Pavement cutting shall be perpendicular and parallel to the centerline of the road.

Payment shall be at the unit price bid per lineal foot of proposed combined sewer main installed and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work necessary to complete this item in place including pavement cutting and removal, trenching, furnishing and placing pipe, backfilling, removing or abandoning existing pipe, connecting sewer pipe to manholes, removing inside drop connections, testing, and repaving or other surface restoration.

Item No. 5 <u>Modified Type B Drain Inlet to Construct</u>

Modified Type B Drain Inlets shall conform to Sections 20, 24, 30 and 38 of the Standard Specifications.

Drain inlets shall be precast or cast in place, formed using wood or metal forms. Hand forming of concrete will not be allowed. If cast in place, maximum wall thickness shall be 8-inches.

The grate shall conform to Section 38 of the Standard Specifications. The grate shall be installed so that either end of the grate can be lifted from the frame and removed by pulling parallel to the curb. The grate frame shall be installed between ½ and 1 inch from the face of the open back hood. The distance from the grate elevation to the top of the drain inlet base shall be between 4'-8" and 5' unless otherwise shown on the Plans or directed by the Engineer. All joints and all connections between the hardware (grate and hood) and the vertical walls of the drain inlet shall be grouted smooth with a light broom finish or equivalent.

The open back hood shall be cast iron or approved equal.

The vertical distance between the grate and the top of the hood shall be a minimum of 5-inches and a maximum of 8-inches. If the top of the hood must be placed below the top of curb, there shall be a minimum 3-inch cover of concrete. One Number 4 reinforcing bar shall be placed in the concrete and shall extend twelve (12) inches on both sides of the hood. If the top of the hood is placed flush with the top of curb, the Contractor shall embed hood in a concrete curb a minimum thickness of four (4) inches and extending six (6) inches beyond both ends of the hood.

Drain lead shall be connected to drain inlet with approved waterstop cast into side wall with non-shrink grout. Waterstop shall have a minimum of two (2) inches of embedment on all sides.

This item shall include the removal of existing gutter drains to be replaced. The existing grates shall be cleaned of all foreign material and delivered to the City of Sacramento Corporation Yard, Division of Field Services, 5730 24th Street, Attention: Rob Jack, Sewer Superintendent (916) 808-4022.

Curb and gutter reconstruction shall match existing geometry and, at the Engineers discretion, extend up to five (5) feet in length on either side of the inlet. The cost of curb and gutter reconstruction shall be included in the unit price for this item.

Surface restoration shall be in accordance with the section of the General Requirements entitled “Pavement Cutting and Surface Restoration.” Pavement cutting shall be perpendicular and parallel to the centerline of the road. Surface restoration due to drain inlet removal and installation shall be paid for as part of this item.

<u>Payment</u> shall be at the unit price bid per each Modified Type B drain inlet placed and shall include full compensation for furnishing all labor, materials, tools and equipment

and for performing all work necessary to complete this item in place.

Item No. 6 <u>10-inch Drain Lead to Install</u>

Where shown on the Plans, 10-inch diameter drain inlet leads shall be polyvinyl chloride (PVC).

Drain lead connections to manholes and drain inlets shall be included in this item unless otherwise indicated in these Special Provisions.

Drain inlet lead and fittings shall be constructed to the details on the Plans and shall conform to Sections 10, 14, and 26 of the Standard Specifications and these Special provisions. PVC gravity sewer pipe and fittings shall conform to ASTM D3034 and shall be SDR 35 with elastomeric gasket joints providing a watertight seal per ASTM D3212. Minimum pipe stiffness at 5% deflection shall be 46 PSI according to ASTM test D2412. Pipe shall be subject to deflection tests as specified elsewhere in these Special Provisions.

C-900 PVC for pipe and fittings shall be utilized for any pipe that has less than eighteen (18) inches of cover between the top of the installed pipe and the finish grade. If the depth of cover is less than twelve (12) inches, the Contractor shall encase pipe with controlled density fill as specified elsewhere in these Special Provisions. When the Engineer approves shallow placement of drain inlet leads requiring protective measures proposed by Contractor, all work associated with protective measures shall be considered as extra and paid per Section 8 of the Standard Specifications.

When connecting to a manhole:

A. The Contractor shall install a flexible joint (bell and spigot or flexible coupling) a horizontal distance of 18 inches to 24 inches from the wall of the manhole.

B. All connections to the manholes not cast as part of the base shall be made by use of a coring machine and a "Kor-N-Seal" or approved equal flexible watertight coupling. The incoming pipe shall be cut, and the space between the inserted pipe and the seal shall be grouted smooth.

The DI leads placed will be CCTV inspected by the Contractor utilizing a robotic CCTV camera device as specified elsewhere in these Special Provisions.

This item shall also include the removal and/or abandonment of existing drain leads. Contractor shall remove pipe that is less than two (2) feet from the finished surface. If pipes are deeper than two (2) feet from the finished surface, it is the Contractor's option to remove or abandon existing leads (per Standard Specification 13-3). All pipe removed shall become the property of the Contractor and disposed of away from the project site. The existing drain grates shall be cleaned of all foreign material and returned to the City of Sacramento Corporation Yard, Division of Field Services, 5730 24th Street, Attn: Rob Jack, Sewer Superintendent (916) 808-4022.

The lead invert elevations shown on the Plans are approximate only. It shall be the Contractor's responsibility to determine the final vertical alignment by means of locating potential conflicts prior to construction of the drain inlet, lead, or coring of the manhole. No deflections will be allowed in the lead unless otherwise approved by the Engineer. Guidelines for final profile of drain lead are as follows: The distance from the grate elevation to the top of the drain inlet base shall be between 4'-8" and 5' unless otherwise shown on the Plans or directed by the Engineer. The drain lead shall have a minimum slope of 0.01 ft/ft unless otherwise approved by the Engineer. Lead traps may be moved away from the drain inlet, if approved by the Engineer, to avoid conflicts with crossing utilities. Unless otherwise stated herein, no additional compensation shall be paid to the Contractor for potholing, or altering drain inlet or lead elevations.

Payment shall be at the unit price bid per lineal foot of 10-inch drain lead placed and shall include full compensation for furnishing all labor, materials, tools and equipment and for performing all work necessary to complete this item in place including pavement cutting and removal, trenching, furnishing and placing pipe, backfilling, removing or abandoning existing pipe, connecting leads to manholes or drain inlets, removing inside drop connections, testing, and repaving or other surface restoration.

Item No. 7 Manhole to Remove and Manhole No. 3 to Construct
Item No. 8 Manhole No. 3 to Construct

Existing manholes and catch basin manholes shall be removed and a Manhole No. 3 shall be constructed where shown on the Plans or directed by the Engineer in conformance with Section 25 and Section 38 of the Standard Specifications. Eccentric cones shall not be used unless specified on the Plans or by the Engineer. If eccentric cone is used, vertical face of cone shall be parallel to flow and away from traffic (closest to the nearest curb.)

The existing manhole shall be disposed of away from the site of the project. Excavation shall conform to Section 14-2, Structure Excavation of the Standard Specifications. The existing frame and cover shall be cleaned of all foreign material and delivered to the City of Sacramento Corporation Yard, Division of Field Services, 5730 24th Street, Attention: Rob Jack, Sewer Superintendent (916) 808-4022.

The excavated existing manhole shall be refilled with backfill material with a sand equivalent of 20 or greater and compacted to 90% relative compaction. If the existing manhole is in a roadway, install at least 12 inches of aggregate base and 4 inches of asphalt concrete above the backfill to match existing grade as per these and the Standard Specifications.

Flowline material for main pipe and intersecting mains shall be vitrified clay except: if manhole base is precast concrete; or if manhole base is placed over main which is “laid through”, in which case flowline material shall be same as main. Clay liner may be omitted for manholes with mains of 36- inch diameter and larger. Flow line material shall conform to the Standard Specifications and these Special Provisions. New flowline shall match inlet and outlet pipe elevations and shall extend to inside face of

manhole. If inlet and outlet pipes are of different sizes, new flowline pipe size shall match larger pipe size.

Manhole bench shall slope upwards from the spring-line of the pipe to the projected level of the crown of the pipe at the manhole wall or twelve (12) inches above the spring-line, whichever is less. All holes, cracks, and seams shall be grouted flush using nonshrink grout with the manhole interior. Non-shrink grout shall be “Metallic Grouting Compound” by Burke, “Embeco” by Master Builders, “Ferrolith-G” by Sonneborn-Desoto, or approved equal. All internal surfaces shall have a smooth finish.

At the discretion or option of the Engineer, manhole testing shall be performed by the Contractor in accordance with Section 25-3.

Surface restoration shall be in accordance with the section of the General Requirements entitled “Pavement Cutting and Surface Restoration” and shall be paid for under this item of the contract. Pavement cutting shall be perpendicular and parallel to the centerline of the road.

Payment shall be at the unit price bid per each Manhole No. 3 constructed and shall include full compensation for furnishing all labor, materials, tools and equipment and for performing all work necessary to complete this item in place.

Item No. 9 <u>Existing Sewer Service to Replace</u>

Four and six inch lateral sewer services shall be replaced as indicated on the Plans and shall be constructed to the requirements of Sections 10, 26, and 38 of the Standard Specifications. The new sewer service shall match existing in size. All sewer services shall be acrylonitrile-butadiene-styrene (ABS) and constructed as shown on the ABS Sewer Service Detail S-260 in Appendix A. Cleanouts shall be placed as shown on the Typical Sewer Service Cleanout Locations Detail S-265 in Appendix A. Services shall be connected to sewer mains using tees or insert-a-tees when the sewer main is 8-inches in diameter or greater. When connecting to a 6-inch sewer main, insert-a-tees will not be allowed. Cast iron fittings will not be allowed. Under no circumstances shall grouted connections be acceptable.

The number and location of lateral sewer services shown on the Plans are based on CCTV inspection. The inspection identified openings in the sewer main that may or may not consist of live sewer services. Only live services shall be replaced. The Engineer shall differentiate between the active and abandoned service connections after they are exposed by the Contractor. All abandoned service connections shall be plugged and sealed as covered elsewhere in these Special Provisions.

New services shall be installed perpendicular to the main. The layout of services shown on the Plans is diagrammatic only. Final layout of new services and cleanouts will be determined by the Engineer as follows: After exposure of service connection at main by Contractor, Engineer will trace layout of existing service line and proposed location of cleanout. The Contractor will coordinate this work with the Engineer a minimum of two (2) working days in advance of placing new services.

The operations of the Contractor shall not result in any interruption of sewer service to any building being served by the sewer main. The replacement of the sewer service shall be accomplished within the same day that work is started. The Contractor shall provide, at no extra cost to the City, whatever equipment, materials, labor and services are necessary to ensure that the sewer service is maintained consistent with this requirement including, if necessary, the installation of temporary lines, temporary pumping equipment, and night-time or other overtime work as may be required.

When connecting a service to an existing manhole, the service shall be installed above the base of the manhole such that no alteration of the manhole base is required, unless otherwise approved by the Engineer. If the service enters a manhole near the invert of the MH flow channel, the service shall be channelized in the MH bench with vitrified clay pipe, shaped to provide a smooth transition into the main flow channel. If the service enters a manhole more than 1.5 feet above the spring-line of the pipe forming the manhole channel, an inside drop connection shall be constructed from the incoming service to one (1) foot above the spring-line of the pipe forming the channel at no additional cost to the City.

The quantity of sewer services to be replaced shown on the Proposal is for bidding purposes only. The unit price indicated for existing sewer services to be replaced will not be adjusted because the actual number of required sewer services varies from the quantity shown on the Plans and in the Proposal.

Surface restoration shall be in accordance with the section of the General Requirements entitled “Pavement Cutting and Surface Restoration” and shall be paid for under this item of the contract.

Payment shall be at the unit price bid for each sewer service removed and placed and shall include full compensation for furnishing all labor, materials, tools and equipment and for performing all work necessary to complete this item in place.

Item No. 10 Pipe Ends to Plug

Pipes indicated on the Plans to be plugged and existing sewer services encountered during construction and not proposed for replacement and shall be plugged per Section 13-3 of the Standard Specifications.

The quantity of pipe ends to plug shown on the Proposal is for bidding purposes only. The unit price indicated for pipe ends to be plugged will not be adjusted because the actual number of pipe ends required to be plugged varies from the quantity shown on the Plans and in the Proposal.

Payment shall be at the unit price bid per each plugged pipe end and shall include full compensation for furnishing all labor, materials, tools and equipment and for performing all work necessary to complete this item in place.

Item No. 11 Unmarked Utility Crossings

All utilities, abandoned or live, not shown on the Plans that cross the excavation for but do not physically conflict with the installation of the subgrade items of the Bid Proposal shall be paid for under this item. A crossing shall be defined as any pipe, cable, conduit, or duct structure that in the opinion of the Engineer crosses the excavation within 60 degrees of a line perpendicular to the excavation. If more than one utility crosses within a 15-inch long section of the trench, then all the utilities in that cross section will be paid as one. Crossings that are more than 60 degrees from perpendicular, run parallel in the excavation or physically conflict with the installation shall be paid for on a time and material basis in accordance with section 8 of the Standard Specifications.

Payment shall be at the unit price bid per each unmarked utility crossing and shall include full compensation for furnishing all labor, materials, tools and equipment and for performing all work necessary to complete this item in place.

Item No. 12 Unsuitable Material, Removal and Replacement

This item shall consist of furnishing all labor, equipment and materials to remove and replace unsuitable materials in accordance with the requirements in Section 14-8 and 26-5 of the City Standard Specifications, these Special Provisions, and as directed by the Engineer. Whenever the bottom of the trench is, in the opinion of the Engineer, unsuitable as a foundation for pipe bedding, the foundation shall be treated in accordance with Section 26-5 of the Standard Specifications. Unsuitable material is generally defined as material the Engineer determines to be:

1. Of such unstable nature as to be incapable of being compacted to specified density using ordinary methods at or near optimum moisture content; or
2. Too wet to be properly compacted and circumstances prevent processing or in-place drying prior to incorporation into the work; or
3. Containing visible or excessive deleterious material; or
4. Otherwise unsuitable for planned use.

Trench backfill shall consist of Class 2 Aggregate Base (AB) or job excavated, native soil meeting the requirements of Section 26-5 of the Standard Specifications. The use of the job excavated, native soil shall be at the Contractors risk. No additional compensation will be paid to the Contractor for hauling, stockpiling, drying, wetting or any processing of the native soil or AB required to achieve the minimum stability and relative compaction criteria.

Excavated unsuitable material shall be the property of the Contractor and shall be disposed of away from the project site. For offsite disposal, the Contractor shall have written permission from the owner upon whose property the disposal is to be made before any material is deposited thereon.

The quantity shown in the Proposal for this item shall be considered approximate. No guarantee is made or implied that the quantity will not be reduced, increased, or deleted

as may be required by the Engineer. This item has been included in the proposal in anticipation of encountering unsuitable material during pipe backfill or subgrade preparation. If no unsuitable material is excavated, then this item will be deleted.

Measurement for payment for excavation of unsuitable material and placement of clean crushed rock, “pit run”, cobbles, Class 2 aggregate base or any approved combination thereof shall be based upon the weight of material placed less the weight of moisture content.

Payment shall be at the unit price bid per ton of unsuitable material replaced and shall include full compensation for furnishing all labor, materials, tools and equipment and for performing all work necessary to complete this item in place.

Item No. 13 CCTV Inspection

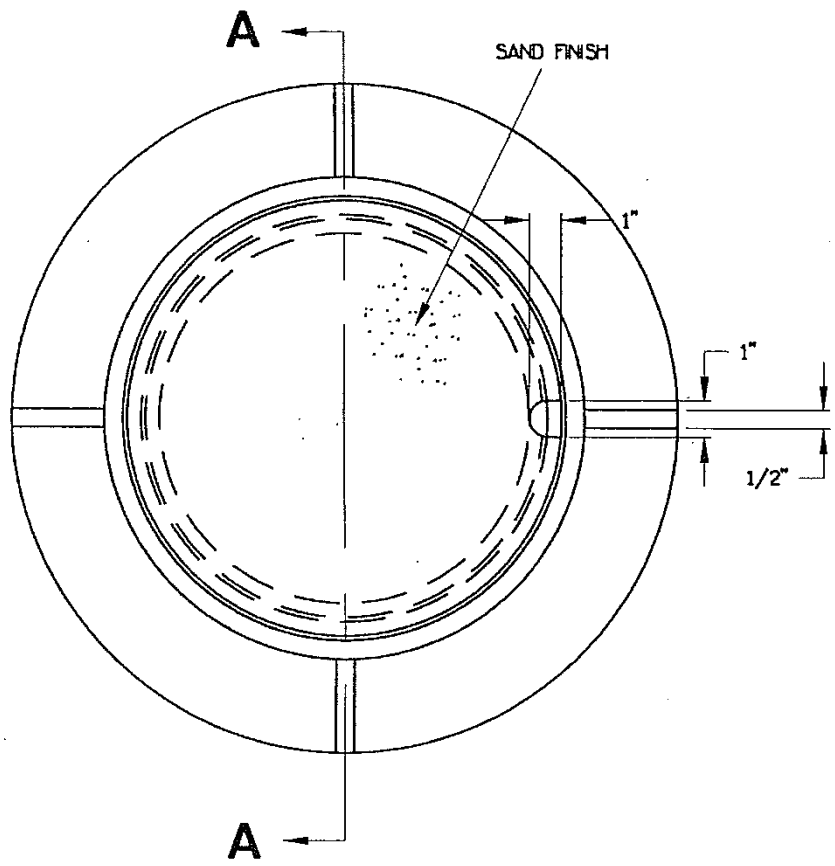
All newly-constructed combined sewer pipes shall be inspected by the Contractor utilizing a remote closed circuit in-line television (CCTV) camera in accordance with Section 3.04 of these Special Provisions.

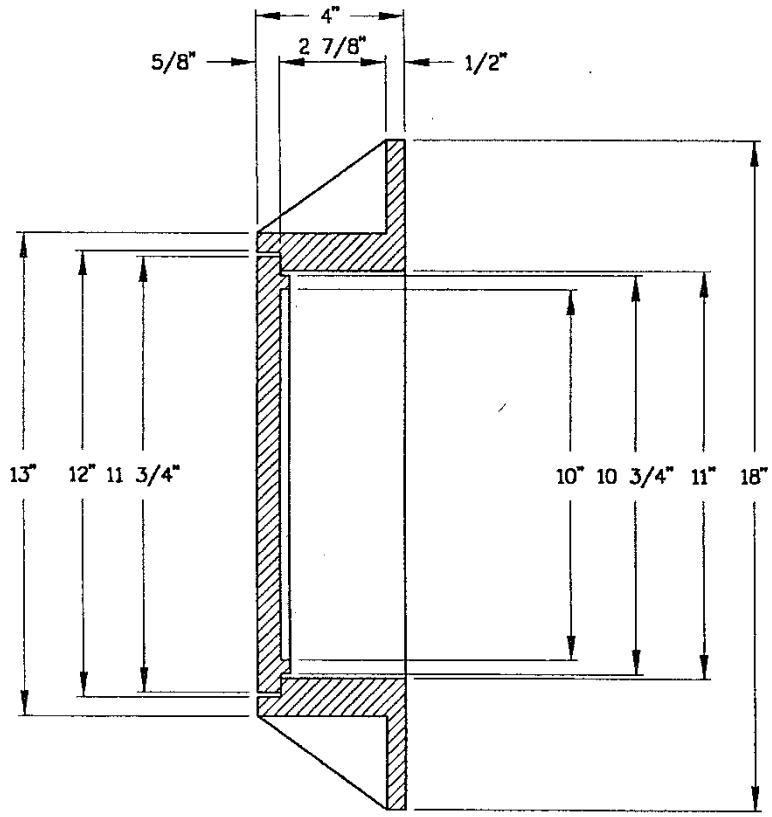
Payment shall be at the unit price bid per lineal foot of proposed combined sewer pipe inspected and shall include full compensation for furnishing all labor, materials, tools and equipment and for performing all work necessary to complete this item in place.

END OF SPECIAL PROVISIONS

APPENDIX A

1. Cast Iron Cleanout Assembly Detail
2. Typical Sewer Service Cleanout Locations Detail S-265
3. ABS Sewer Service Detail S-260
4. Backfill & Resurfacing Detail T-80A
5. Notification Letters





SECTION A–A

CAST IRON CLEANOUT ASSEMBLY

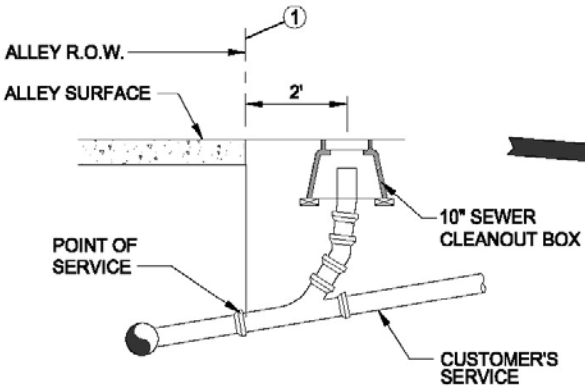
REVISION DATE: MAY 14, 1997

CITY OF SACRAMENTO

DEPARTMENT OF UTILITIES

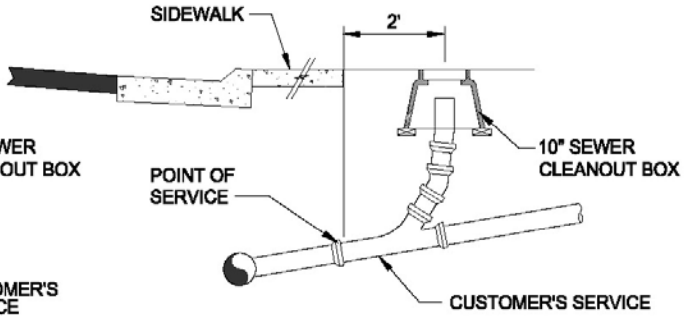
APPROVED BY: R. BATHA NO SCALE

DRAWN BY: B. GRANT DWG. NO.: A–1

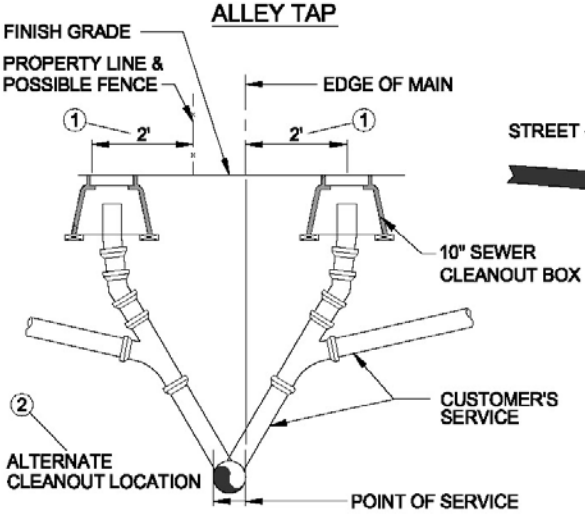


① — IF BUILDING IS ON R.O.W. LINE, CONSTRUCT CLEANOUT WITHIN 2' OF FACE OF BUILDING. △1

ALLEY TAP



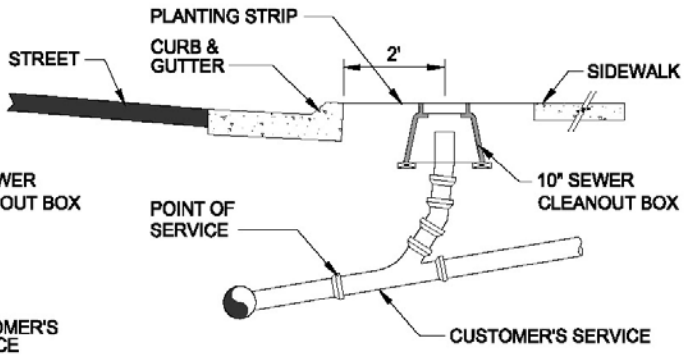
STREET TAP WITH SIDEWALK



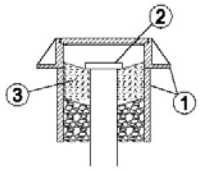
① — WHEN APPLICABLE, ADJUST CLEANOUT LOCATION TO AVOID CONFLICT WATER MAIN. △1

② — USE ALTERNATE CLEANOUT LOCATION WHEN MAIN IS LOCATED OUTSIDE PROPERTY LINE. △1

EASEMENT TAP



STREET TAP WITH PLANTING STRIP

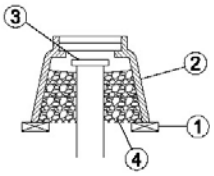


① — CAST-IRON CLEAN-OUT AND COLLAR ASSEMBLY

② — 4" OR 6" DIA. MECHANICAL WING NUT PLUG, CHERNE INDUST., OR APPROVED EQUAL. (PROVIDE 3" CLEARANCE BETWEEN TOP OF CAP AND BOTTOM OF COVER)

③ — GROUT 2" THICK MINIMUM, SLOPE TO TOP OF PIPE.

CAST-IRON CLEAN-OUT BOX



① — PROVIDE 2" x 3" x 8" REDWOOD, PRESSURE TREATED OR MASONARY SUPPORT.

② — 10" SEWER CLEAN-OUT BOX WITH LOCK BOLT FLUSH COVER (GREEN COLOR) CARSON IND. MODEL NO. 910-10 OR APPROVED EQUAL.

③ — 4" OR 6" DIA. MECHANICAL WING NUT PLUG, CHERNE INDUST., OR APPROVED EQUAL. (PROVIDE 3" CLEARANCE BETWEEN TOP OF CAP AND BOTTOM OF COVER)

④ — BACKFILL IN CONFORMANCE WITH SEC. 26 OF THE STD. SPECS.

CARSON BOX

NOTES:

1. CLEANOUTS LOCATED IN NON-TRAVELED WAY SHALL HAVE 10" SEWER CLEANOUT BOX WITH LOCK BOLT FLUSH COVER (GREEN COLORED). CARSON IND. MODEL No. 910-10 OR APPROVED EQUAL.
2. CLEANOUTS IN TRAVELED WAY SHALL HAVE CAST IRON CLEANOUT BOX AS SHOWN ABOVE. △1

REV.	DATE	DESCRIPTION
△1	03-23-09	Noted

CITY OF SACRAMENTO
DEPARTMENT OF UTILITIES

TYPICAL SEWER SERVICE
CLEANOUT LOCATIONS

APPR'D BY: D. Bent NO SCALE
DATE: MAY 2007 DWG. NO. S - 265

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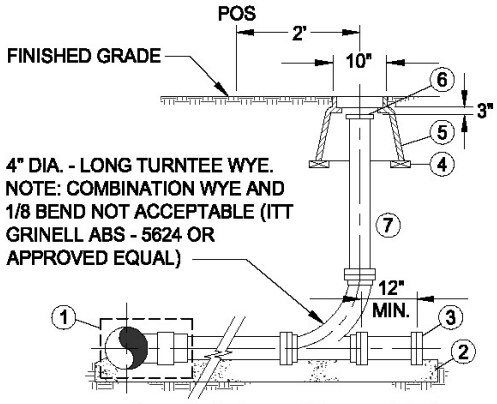
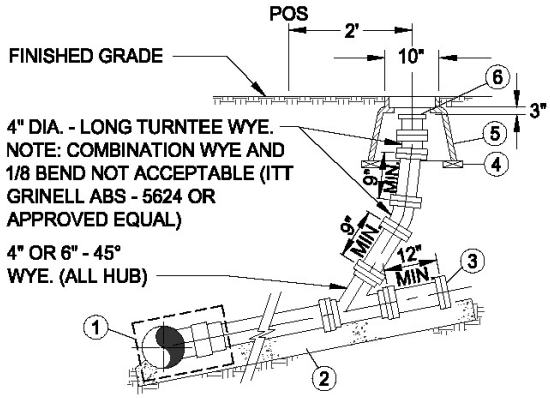


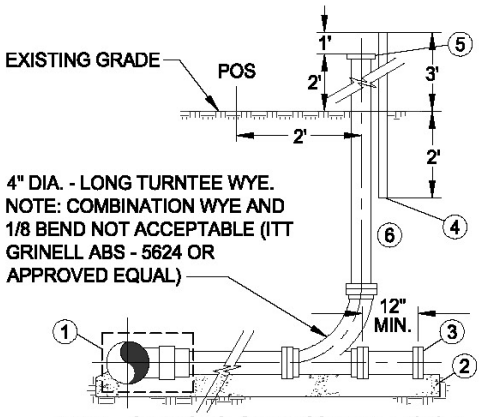
4" DIA. - SERVICE SLOPE LESS THAN 1 1/4"/FT



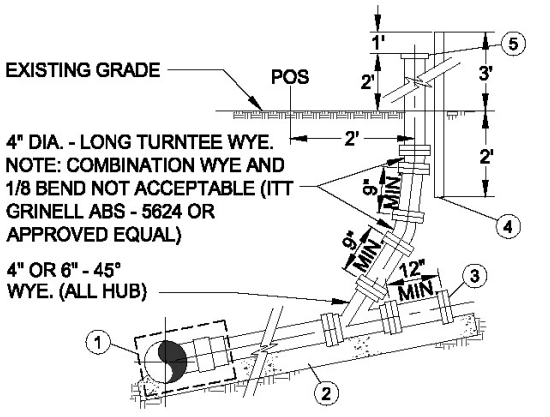
4" DIA. - SERVICE SLOPE GREATER THAN 1 1/4"/FT
6" DIA. - ALL SLOPES

1 — SEE "CONNECTION DETAIL."
2 — CRUSHED ROCK BEDDING; SEE STD. SPEC., SECTION 26.
3 — 4" OR 6" DIA. ABS SLIP CAP.
4 — PROVIDE 2" x 3" x 8" REDWOOD, PRESSURE TREATED OR MASONARY SUPPORT.
5 — 10" SEWER CLEAN-OUT BOX WITH LOCK BOLT FLUSH COVER (GREEN COLOR) CARSON IND. MODEL NO. 910-10 OR APPROVED EQUAL.
6 — 4" OR 6" DIA. MECHANICAL WING NUT PLUG, CHERNE INDUST., OR APPROVED EQUAL SECURE WITH A LOOSE FIT AND PEEN END OF BOLT OR OTHERWISE SCORE THREADSTO PREVENT REMOVAL OF WING NUT.
7 — BACKFILL IN CONFORMANCE WITH SEC. 26 OF THE STD. SPECS.

A.B.S. SEWER SERVICE WITH CLEANOUT BOX



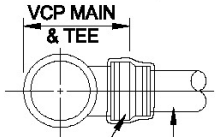
4" DIA. - SERVICE SLOPE LESS THAN 1 1/4"/FT



4" DIA. - SERVICE SLOPE GREATER THAN 1 1/4"/FT
6" DIA. - ALL SLOPES

1 — SEE "CONNECTION DETAIL."
2 — CRUSHED ROCK BEDDING; SEE STD. SPEC., SECTION 26
3 — 4" OR 6" DIA. ABS SLIP CAP.
4 — 2" x 4" x 5' REDWOOD OR APPROVED EQUAL PAINTED GREEN ON THE TOP 12".
5 — 4" OR 6" WELD-ON ABS OR APPROVED EQUAL CAP.
6 — BACKFILL IN CONFORMANCE WITH SEC. 26 OF THE STD. SPECS.

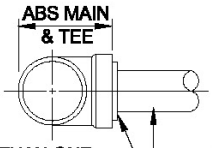
A.B.S. SEWER SERVICE WITHOUT CLEANOUT BOX



4" OR 6" - FLEXIBLE COUPLING, FERNCO OR APPROVED EQUAL NO BUSHINGS ACCEPTABLE

4" 0R 6" DIA. - ASTM D 2661 ABS - DWV (SCHEDULE 40).

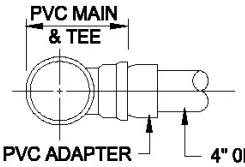
V.C.P. SEWER MAIN



NOT MORE THAN ONE ADAPTER OR BUSHING PERMITTED AT EACH CONNECTION.

4" 0R 6" DIA. - ASTM D 2661 ABS - DWV (SCHEDULE 40).

A.B.S. SEWER MAIN



4" OR 6" - PVC ADAPTER BY "INSERTA TEE" OR APPROVED EQUAL.

4" 0R 6" DIA. - ASTM D 2661 ABS - DWV (SCHEDULE 40).

P.V.C. SEWER MAIN

CONNECTION DETAIL

REV.	DATE	DESCRIPTION

CITY OF SACRAMENTO DEPARTMENT OF UTILITIES	A.B.S. SEWER SERVICE	APPR'D BY: D. Blt NO SCALE DATE: MAY 2007 DWG. NO. S - 260

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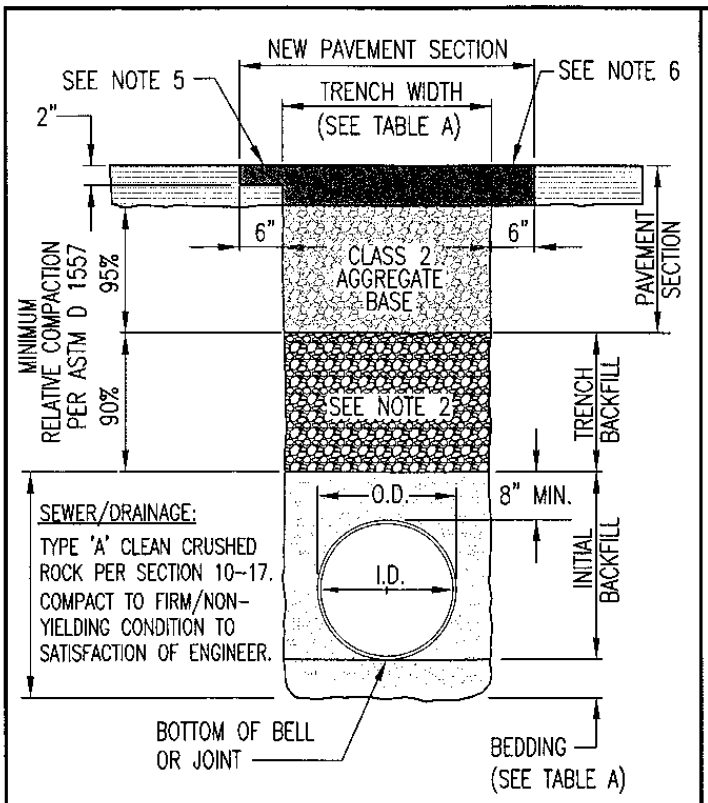

TYPICAL TRENCH SECTION

TABLE A			
TRENCH WIDTHS			
PIPE TYPE	PIPE I.D.	MINIMUM DIMENSION	MAXIMUM DIMENSION (4)
RIGID (1)	≤12"	PIPE O.D. + 16"	PIPE O.D. + 24"
	>12"	PIPE O.D. + 20"	PIPE O.D. + 36"
FLEXIBLE (2)	ALL	PER ASTM D2321 (3) OR THE PIPE MANUFACTURER'S RECOMMENDATIONS, WHICHEVER IS GREATER.	
MINIMUM BEDDING BELOW PIPE BELL OR JOINT			
ALL	≤12" >12" to 21" >21"	3" 4" 6"	NONE

(1) RIGID PIPE = RCP, VCP & DIP.
(2) FLEXIBLE PIPE = ALL PIPE OTHER THAN RIGID PIPE.
(3) ASTM D2321 STATES THAT THE MINIMUM TRENCH WIDTH SHALL BE EQUAL TO THE PIPE O.D. PLUS 16" OR THE PIPE O.D. TIMES 1.25, PLUS 12", WHICHEVER IS GREATER.
(4) IF THE MAXIMUM DIMENSION AT THE TOP OF THE PIPE IS EXCEEDED, THE CONTRACTOR SHALL PROVIDE STRONGER PIPE OR IMPROVED BEDDING AND BACKFILL CONDITIONS, AS APPROVED BY THE ENGINEER TO MEET THE CHANGED LOAD REQUIREMENTS.

NOTES:

1. ALL EXCAVATION, BACKFILL AND PAVING OF TRENCHES SHALL CONFORM TO THE REQUIREMENTS OF THE STANDARD SPECIFICATIONS UNLESS OTHERWISE INDICATED ON THE PLANS, PERMIT, SPECIAL PROVISIONS, OR AUTHORIZED BY THE ENGINEER.
2. TRENCH BACKFILL SHALL CONSIST OF CLASS 2 AGGREGATE BASE (AB) OR JOB EXCAVATED, NATIVE SOIL MEETING THE REQUIREMENTS OF SECTION 26-5 OF THE STANDARD SPECIFICATIONS. NO ADDITIONAL COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR STOCKPILING, DRYING, WETTING OR ANY PROCESSING OF THE NATIVE SOIL OR AGGREGATE BASE REQUIRED TO ACHIEVE THE MINIMUM STABILITY AND RELATIVE COMPACTION CRITERIA.
3. UNLESS OTHERWISE INDICATED IN THE SPECIAL PROVISIONS, THE PERMANENT PAVEMENT SHALL CONFORM TO THE TYPE AND THICKNESS OF THE PAVEMENT REMOVED. IN NO CASE SHALL THE ASPHALT CONCRETE (AC) PAVEMENT SECTION BE LESS THAN FOUR INCHES (4") OF AC ON TWELVE INCHES (12") OF CLASS 2 AGGREGATE BASE (AB).
4. EXISTING PAVEMENT SHALL BE SAWCUT AND REMOVED IN SUCH A MANNER SO AS NOT TO TEAR, BULGE OR DISPLACE ADJACENT PAVEMENT. SAWCUT EDGES SHALL BE CLEAN AND VERTICAL WHEN PRACTICAL. ALL SAWCUTS SHALL BE PARALLEL AND PERPENDICULAR TO STREET CENTERLINE.
5. WHEN THE EXISTING AC IS GREATER THAN 4" THICK, GRIND EXISTING AC 2" DEEP AND 6" WIDER THAN TRENCH WIDTH. PLACE AC AS SHOWN ON BOTH SIDES.
6. WHEN THE EXISTING AC IS 4" OR LESS THICK, SAW CUT AND PLACE PAVEMENT 6" WIDER THAN TRENCH AS SHOWN ON BOTH SIDES.
7. GROUNDWATER ENCOUNTERED IN THE COURSE OF EXCAVATION AND BACKFILLING TRENCHES SHALL BE CONTROLLED, REMOVED AND DISPOSED OF IN ACCORDANCE WITH SECTION 26-2 OF THE STANDARD SPECIFICATIONS.
8. NO SOLID BLOCKING IS PERMISSIBLE BENEATH PIPE.
9. JETTING BACKFILL IS NOT PERMITTED.

REV.	DATE	DESCRIPTION
△		
△		
△		

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CITY OF SACRAMENTO DEPARTMENT OF UTILITIES	BACKFILL AND RESURFACING IN ASPHALT CONCRETE PAVEMENT AREAS	APPR'D BY: D. Blt NO SCALE DATE: DWG. NO. T - 80A

APPENDIX B

Notification Letter

Constructing Sewer Main [Distribute 2 working days prior to beginning work]

(CONTRACTOR LETTER HEAD)

Dear Resident,

The City of Sacramento, Department of Utilities, awarded a construction contract to (Contractor) to replace the combined sewer/drainage pipeline add location here.

During the course of construction, a portion of the alley will be closed to through traffic. In addition, if your garage, driveway, or parking area is accessed from the alley, access may be temporarily restricted during the brief period that construction takes place in front of your driveway. At the end of each work day, the entire alley will be re-opened. Our work hours are typically between 7 AM to 6 PM. In an effort to minimize driveway access delays, you may consider moving your vehicle before 7:00 a.m. when the construction crews begin work.

General public and construction crew safety is of primary concern to us and we encourage you to observe the construction signs. We realize this construction project may be a temporary inconvenience and we will strive to minimize the impacts to the residents.

If you have any questions or problems, please contact any one of the project representatives listed below:

Contractor Superintendent: Name: Phone Number
City Inspector: Name: Phone Number
City Inspection Supervisor: Name: Phone Number
City Project Manager: Name: Phone Number

Pipeline work is scheduled to begin in your neighborhood on _____.

Once the pipelines are constructed, we will restore the affected portion of the alley surface. The anticipated project completion date is _____.

Thank you for your cooperation on this very important project.

Sincerely,
Contractor Representative

Transferring Water Services: [Distribute 24 hours prior to beginning work]

(CONTRACTOR LETTER HEAD)

Dear Resident,

The City of Sacramento, Department of Utilities, awarded a construction contract to (Contractor) to replace the combined sewer/drainage pipeline add location here.

In order to perform necessary repairs, your water service will be temporarily shut-off tomorrow for a short period of time not more than 4 hours, between the hours of 7:30 AM and 3:30 PM.

We may need access to your backyard to complete this work. Please provide access to your backyard and make arrangements for any pets that may be a problem**. If special arrangements are required, please contact (Contractor Superintendent) at (phone number) or a project representative listed below.**

City Inspector: Name, Phone Number

City Project Manager: Name, Phone Number

Thank you for your cooperation on this very important project.

Sincerely,
Contractor Representative

CITY OF SACRAMENTO

IMPROVEMENT PLANS FOR

L ST 18TH TO 20TH STS.

SEWER REPLACEMENT PROJECT

SUBMITTED BY: _____ JUNE 2015
MARK ELLIOTT R.C.E. 63770 — DATE
PROJECT MANAGER

APPROVED BY: _____ JUNE 2015
BRETT GRANT R.C.E. 58964 — DATE
SUPERVISING ENGINEER
DEPARTMENT OF UTILITIES

APPROVED BY: _____ JUNE 2015
ROB JACK — DATE
WASTEWATER SUPERINTENDENT
DEPARTMENT OF UTILITIES

GENERAL NOTES

1. ALL CONSTRUCTION SHALL CONFORM TO THE CITY OF SACRAMENTO STANDARD SPECIFICATIONS DATED JUNE 2007 AND THE SPECIAL PROVISIONS.

2. THREE WORKING DAYS PRIOR TO PROJECT STAKING, THE CONTRACTOR SHALL SUBMIT TO THE RESIDENT ENGINEER A COMPLETED CONSTRUCTION STAKING REQUEST FORM.

3. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR FURNISHING, INSTALLING AND MAINTAINING ALL WARNING SIGNS AND DEVICES NECESSARY TO SAFEGUARD THE GENERAL PUBLIC AND THE WORK, AND FOR PROVIDING PROPER AND SAFE ROUTING OF THE VEHICULAR AND PEDESTRIAN TRAFFIC DURING THE PERFORMANCE OF THE WORK. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND SHALL NOT BE LIMITED TO WORKING HOURS. THE USE OF FLAGGERS, BARRICADES AND CONSTRUCTION SIGNING SHALL COMPLY WITH THE CURRENT EDITION OF MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.).

4. THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT (1-800-642-2444) TWO WORKING DAYS PRIOR TO COMMENCEMENT OF WORK. IN ACCORDANCE WITH ALL APPROPRIATE LAWS, INCLUDING BUT NOT LIMITED TO CALIFORNIA GOVERNMENT CODE 4216, CONTRACTOR SHALL TAKE THE PROPER CARE AND PROTECTION WHEN EXCAVATING NEAR AND LOCATING UNDERGROUND UTILITIES.

5. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING WATER, SEWER AND/OR DRAINAGE FACILITIES WITHIN THE CONSTRUCTION AREA UNTIL THE PROPOSED IMPROVEMENTS ARE PLACED AND FUNCTIONING.

6. EXACT LIMITS OF PAVEMENT REMOVAL AND RECONSTRUCTION SHALL BE DETERMINED IN THE FIELD BY THE ENGINEER.

7. DEMOLITION OF EXISTING IS TO BE LIMITED TO THE ITEMS SHOWN ON THE PLANS AND DESCRIBED IN THE SPECIAL PROVISIONS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO REPAIR AND/OR REPLACE ALL EXISTING FEATURES DAMAGED BY HIS OPERATIONS, AT HIS EXPENSE.

8. AT THE TIME THE CONTRACT IS AWARDED, THE CONTRACTOR SHALL POSSESS A CLASS A LICENSE, OR A COMBINATION OF CLASSES REQUIRED BY THE CATEGORIES AND CLASSES OF WORK INCLUDED IN THIS CONTRACT.

9. THE CONTRACTOR SHALL OBTAIN A PERMIT FROM THE DIVISION OF OCCUPATIONAL SAFETY & HEALTH (2424 ARDEN WAY SUITE 165, SACRAMENTO, CA PHONE 263-2800) PRIOR TO ANY TRENCHING EXCAVATION 5 FEET OR MORE IN DEPTH. A COPY OF THIS PERMIT SHALL BE AVAILABLE AT THE CONSTRUCTION SITE AT ALL TIMES.

10. CALL PG&E 48 HOURS IN ADVANCE TO REQUEST "STANDBY" WHEN WORKING NEAR (WITHIN 5') OR CROSSING HIGH PRESSURE FEEDER GAS MAINS AS DESIGNATED ON THE PLANS OR IN THE FIELD. CONTACT PG&E BY CALLING 386-5153.

11. ALL CURB, GUTTER AND SIDEWALK SHOWN TO BE REMOVED SHALL BE REMOVED TO THE NEAREST EXPANSION JOINT OR SCORE MARK. DAMAGE TO EXISTING CURB, GUTTER, AND SIDEWALK WHICH IS SHOWN ON THE PLANS TO REMAIN, SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.

12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING RECORD DRAWINGS FOR ALL UNDERGROUND WORK THROUGHOUT THE COURSE OF CONSTRUCTION. SUCH DRAWINGS SHALL RECORD THE LOCATION AND GRADE (CITY DATUM) OF ALL UNDERGROUND IMPROVEMENTS AND SHALL BE DELIVERED TO THE CITY PRIOR TO CONSIDERATION OF THE ACCEPTANCE OF WORK.

13. THE CONTRACTOR SHALL BE COMPLETELY RESPONSIBLE FOR PRESERVING ALL EXISTING SURVEY MONUMENTS WHICH WILL BE DISTURBED OR REMOVED AS REQUIRED BY CONTRACTOR'S WORK. CONTRACTOR SHALL COORDINATE WITH ENGINEER/SURVEYOR PRIOR TO DISTURBANCE OF EXISTING MONUMENTS, AND SHALL RESET MONUMENTS OR PROVIDE PERMANENT WITNESS MONUMENTS AND FILE DOCUMENTATION WITH THE COUNTY SURVEYOR PURSUANT TO BUSINESS AND PROFESSIONS CODE SECTION 8771.

TREE PRESERVATION NOTES:

1. THE CONTRACTOR SHALL HIRE AN INTERNATIONAL SOCIETY OF ARBORICULTURE (ISA) CERTIFIED ARBORIST (PROJECT ARBORIST) TO MONITOR AND ASSIST WITH TREE PRESERVATION EFFORTS.
2. TREE TRUNKS AND BRANCHES SHALL BE PROTECTED FROM MECHANICAL DAMAGE BY EQUIPMENT OR OTHER CAUSE BY ANY MEANS NECESSARY.
3. THE CONTRACTOR SHALL NOT ALLOW STORAGE OF FUELS, MATERIALS, EQUIPMENT, CONCRETE WASHOUT OR ANY OTHER DELETERIOUS ACTIVITIES WITHIN THE DRIPLINE OF ANY "PROTECTED TREE". A "PROTECTED TREE" IS ANY TREE WITHIN THE CITY RIGHT OF WAY OR A HERITAGE TREE. A HERITAGE TREE IS:
   a. ANY TREE OF ANY SPECIES WITH A TRUNK CIRCUMFERENCE OF ONE HUNDRED (100) INCHES OR MORE, WHICH IS OF GOOD QUALITY IN TERMS OF HEALTH, VIGOR OF GROWTH AND CONFORMITY TO GENERALLY ACCEPTED HORTICULTURAL STANDARDS OF SHAPE AND LOCATION FOR ITS SPECIES.
   b. ANY NATIVE QUERCUS SPECIES, AESCULUS CALIFORNIA OR PLATANUS RACEMOSA, HAVING A CIRCUMFERENCE OF THIRTY-SIX (36) INCHES OR GREATER WHEN A SINGLE TRUNK, OR A CUMULATIVE CIRCUMFERENCE OF THIRTY-SIX (36) INCHES OR GREATER WHEN A MULTI-TRUNK, WHICH IS OF GOOD QUALITY IN TERMS OF HEALTH, VIGOR OF GROWTH AND CONFORMITY TO GENERALLY ACCEPTED HORTICULTURAL STANDARDS OF SHAPE AND LOCATION FOR ITS SPECIES.
4. WHERE ANY PRUNING IS REQUIRED, INCLUDING PRUNING FOR EQUIPMENT CLEARANCE, HEALTH OR OTHER REASONS, THE WORK SHALL BE DIRECTED AND MONITORED BY THE PROJECT ARBORIST.
5. WHERE TREE ROOTS GREATER THAN TWO INCHES IN DIAMETER ARE ENCOUNTERED DURING TRENCHING, AND/OR EXCAVATION, WORK SHALL BE IMMEDIATELY HALTED UNTIL THE PROJECT ARBORIST DETERMINES THE EXTENT OF ROOT PRUNING NECESSARY OR OTHER ALTERNATE MEANS TO MINIMIZE DAMAGE TO THE TREE AND TO ALLOW THE WORK TO PROCEED. WHERE ANY ROOT PRUNING IS REQUIRED, THE WORK SHALL BE DIRECTED AND MONITORED BY THE PROJECT ARBORIST.
6. THE PROJECT ARBORIST SHALL PROVIDE NOTICE TO THE CITY AND DOCUMENT SUCH WORK AS OUTLINED ABOVE. DOCUMENTATION SHALL BE PROVIDED TO THE CITY WITHIN 72 HOURS OF SUCH WORK BY CONTACTING URBAN FORESTRY PERSONNEL DIRECTLY OR AT URBANFORESTRY@CITYOFSACRAMENTO.ORG.
7. IN A CASE WHERE THE PROJECT ARBORIST DETERMINES THAT DIRECTION FROM CITY OFFICIALS IS NECESSARY, THE CITY SHALL BE NOTIFIED OF THE REQUEST AT LEAST 24 HOURS IN ADVANCE.
8. DAMAGE TO PUBLIC TREES MAY BE SUBJECT TO PENALTIES UNDER SACRAMENTO CITY CODE 12.56 OR 12.64. CLAIMS FOR DAMAGE TO TREES ON PRIVATE PROPERTY MAY BE BROUGHT BY INDIVIDUAL PROPERTY OWNERS.

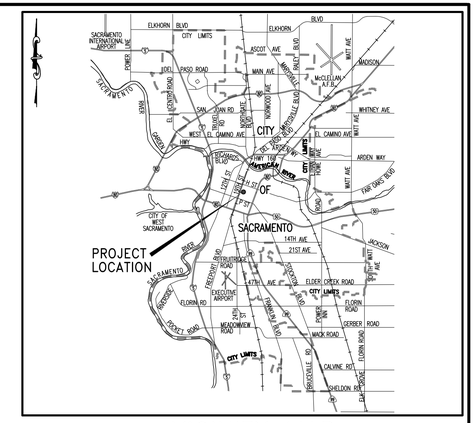
STANDARD ABBREVIATIONS

A.B.	AGGREGATE BASE	EL. or ELEV.	ELEVATION	PI	POINT OF INTERSECTION
A.C.	ASPHALT CONCRETE	EMTR	ELECTRICAL METER	PL or ℄	PROPERTY LINE
APPROX.	APPROXIMATE	EP or EOP	EDGE OF PAVEMENT	PP	POWER POLE
AT&T	AT&T TELECOMMUNICATIONS	(E), EXIST.	EXISTING	PCC	PORTLAND CONCRETE
AVE.	AVENUE	FA	FIRE ALARM	(P), PROP.	PROPOSED
BC	BEGIN CURVE	FG	FINISHED GRADE	PVC	POLY VINYL CHLORIDE
BLDG	BUILDING	FH	FIRE HYDRANT	PED	PEDESTAL
BOC	BACK OF CURB	FL or ℄	FLOW LINE	R or RT.	RADIUS OR RIGHT
CAB	CABINET	FM	FORCE MAIN	RCP	REINFORCED CONC. PIPE
C&G	CURB AND GUTTER	FO	FIBER OPTIC	R/W, ROW	RIGHT-OF-WAY
CG&S	CURB, GUTTER AND SIDEWALK	FOC	FACE OF CURB	S=	SLOPE EQUALS
CL or ℄	CENTER LINE	G	GAS	SD	STORM DRAIN
CH	CHORD	G.B.	GRADE BREAK	SDMH	STORM DRAIN MANHOLE
CO	CLEANOUT	GMTR	GAS METER	SDWK	SIDEWALK
CONC.	CONCRETE	G.V.	GATE VALVE	SECT.	SECTION
CONST.	CONSTRUCT	JP	JOINT POLE	SHT.	SHEET
CTV	CABLE TV	L=	LENGTH EQUALS	SS	SANITARY SEWER
CR LT.	CURVE RETURN LEFT	LF	LINEAR FEET	SS SVC	SANITARY SEWER SERVICE
CS	COMBINED SEWER	LT. or L	LEFT	STA.	STATION
CSSS	CITY OF SACRAMENTO STANDARD SPECIFICATIONS	MFG.	MANUFACTURER	STD.	STANDARD
CSMH	COMBINATION SEWER MH	MH	MANHOLE	T or TEL	TELEPHONE
D.B.	DITCH BOX	MB	MAILBOX	TOB	TOP OF BANK
DI	DROP INLET	MAX., MIN.	MAXIMUM, MINIMUM	TYP.	TYPICAL
DRWY	DRIVEWAY	No.	NUMBER	W	WATER
DWG	DRAWING	N.T.S.	NOT TO SCALE	WKWY	WALKWAY
EC	END CURVE	PB	PULL BOX	WV	WATER VALVE
				< or AP	ANGLE POINT

INDEX OF SHEETS

G-1 COVER SHEET
C-1 PLAN AND PROFILE - STA. 0+00 TO 5+50
C-2 PLAN AND PROFILE - STA. 5+50 TO 9+50

LOCATION MAP



VICINITY MAP

LEGEND

	EXISTING	PROPOSED
NO. 22 DRAIN INLET		
TYPE B DROP INLET		
MANHOLE	TO BE REMOVED OR ABANDONED	
COMBINED SEWER MAIN	6"CS	6"CS
SANITARY SEWER MAIN	6"SS	6"SS
STORM DRAINAGE MAIN	6"SD	6"SD
SEWER SERVICE W/CLEANOUT	SS SVC CO	TO BE DETERMINED IN FIELD
WATER MAIN	24"W	24"W
WATER MAIN W/BLOW-OFF		
WATER MAIN W/AIR RELEASE VALVE		
WATER MAIN W/GATE VALVE		
WATER MAIN W/BUTTERFLY VALVE		
STANDARD FIRE HYDRANT		
WHARF FIRE HYDRANT		
WATER SERVICE & METER BOX	M	WTR METER
WATER SERVICE & CURB STOP	CS	
WATER SERVICE & CORP STOP		
BACKFLOW PREVENTER	RP DEVICE	
CURB, GUTTER & SIDEWALK		
CENTER LINE		
RIGHT-OF-WAY		
GAS MAIN & GAS VALVE	GAS 4"G	
ELECTRICAL CONDUIT	E	
POWER POLE W/GUY WIRE	PP	
TELEPHONE CONDUIT	TEL	
CABLE BOX/POD	CTV	
STREET LIGHT	STL	
ELEVATION	+34.34	34.34
FENCE	x x x	x x x
BENCH MARK		
SIGN		
BOLLARD GATE POST OR POST	BOL POST	BOL OR POST
ADDRESS	35TH AVE	
PLUG OR CAP		
PIPE TO ABANDON		
PIPE TO REMOVE		
BUILDING		
RAILROAD		
TREE OR BUSH		TO BE REMOVED / TO BE REMOVED

PN: X14010086
L ST. SEWER 19TH-20TH STS
R:\Civil3D Projects\X14010086_19th-20th St Sewer Repl\Dwgs

PN: L ST 19TH TO 20TH STS SEWER REPLACEMENT

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK ELEV. 18.356
DESCRIPTION: 297-E4F
HILTI NAIL LIGHT BASE NE CORNER
20TH ST. & K ST.

FIELD BOOK 1452
SCALE: H: N.A. V: N.A.

1" — ON ORIGINAL SCALE DRAWING ADJUST SCALED DIMENSIONS IF THIS DOES NOT SCALE AT 1"

CITY OF SACRAMENTO
DEPARTMENT OF UTILITIES

DRAWN BY: A. VELAZQUEZ DATE: JUNE 2015
DESIGNED BY: MARK M. ELLIOTT R.C.E. NO. 63770 DATE: JUNE 2015
CHECKED BY: BRETT GRANT R.C.E. NO. 58964 DATE: JUNE 2015

REGISTERED PROFESSIONAL ENGINEER MARK M. ELLIOTT No. 63770 Exp. 3-31-16 CIVIL STATE OF CALIFORNIA

IMPROVEMENT PLANS FOR:
L ST 18TH TO 20TH STS.
SEWER REPLACEMENT
COVER

GIS GRID NO. GOT GIS2
PN: X14010086

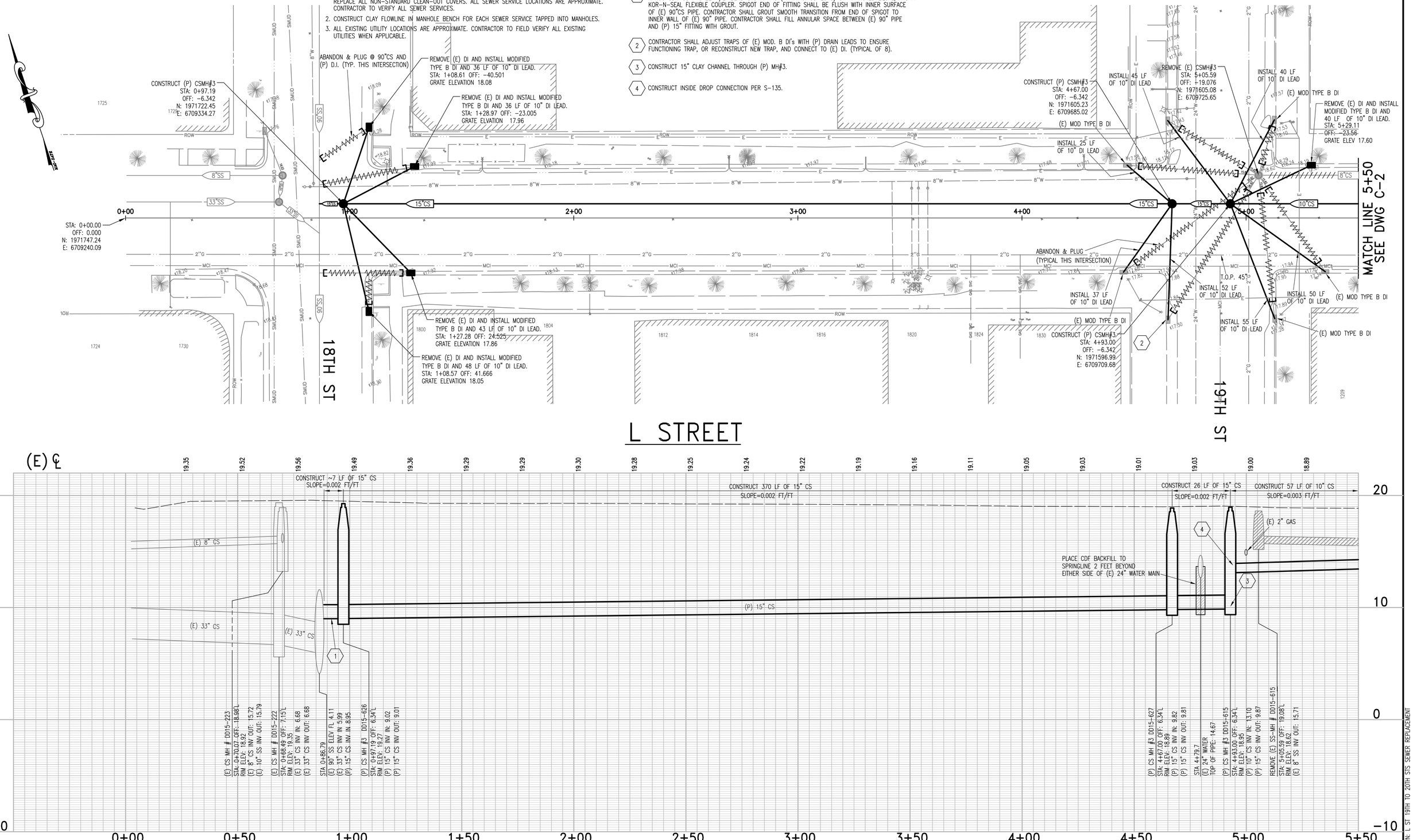
DWG. NO. G1
SHEET 1 OF 3

NOTES:

1. REPLACE ALL NON STANDARD LIVE SEWER SERVICES FROM MAIN TO POINT OF SERVICE AND CONSTRUCT CLEAN-OUT PER STD. DETAILS, TYPICAL. ALL DEAD SERVICES SHALL BE PLUGGED. REPLACE ALL NON-STANDARD CLEAN-OUT COVERS. ALL SEWER SERVICE LOCATIONS ARE APPROXIMATE. CONTRACTOR TO VERIFY ALL SEWER SERVICES.
2. CONSTRUCT CLAY FLOWLINE IN MANHOLE BENCH FOR EACH SEWER SERVICE TAPPED INTO MANHOLES.
3. ALL EXISTING UTILITY LOCATIONS ARE APPROXIMATE. CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES WHEN APPLICABLE.

SHEET NOTES:

1. CONTRACTOR SHALL CORE INTO (E) 90" CS AND CONNECT (P) 15"CS PIPE TO (E) 90"CS PIPE WITH HARCO SDR-35 PVC 22-1/2° BEND GxS FITTING (PART No. 35-2515) OR APPROVED EQUAL, AND A KOR-N-SEAL FLEXIBLE COUPLER. SPIGOT END OF FITTING SHALL BE FLUSH WITH INNER SURFACE OF (E) 90"CS PIPE. CONTRACTOR SHALL GROUT SMOOTH TRANSITION FROM END OF SPIGOT TO INNER WALL OF (E) 90" PIPE. CONTRACTOR SHALL FILL ANNULAR SPACE BETWEEN (E) 90" PIPE AND (P) 15" FITTING WITH GROUT.
2. CONTRACTOR SHALL ADJUST TRAPS OF (E) MOD. B DI's WITH (P) DRAIN LEADS TO ENSURE FUNCTIONING TRAP, OR RECONSTRUCT NEW TRAP, AND CONNECT TO (E) DI. (TYPICAL OF 8).
3. CONSTRUCT 15" CLAY CHANNEL THROUGH (P) MH#3.
4. CONSTRUCT INSIDE DROP CONNECTION PER S-135.



L ST. SEWER 19TH-20TH STS
R:\Civil3D Projects\X14010086_19th-20th St Sewer Rep\Dwgs

PN: L ST 19TH TO 20TH STS SEWER REPLACEMENT

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK ELEV. 18.356
DESCRIPTION: 297-E4F
HILTI NAIL LIGHT BASE NE CORNER 20TH ST. & K ST.

FIELD BOOK 1452
SCALE: H: 1"=20' V: 1"=4'

1" ON ORIGINAL SCALE DRAWING ADJUST SCALED DIMENSIONS IF THIS DOES NOT SCALE AT 1"

CITY OF SACRAMENTO
DEPARTMENT OF UTILITIES

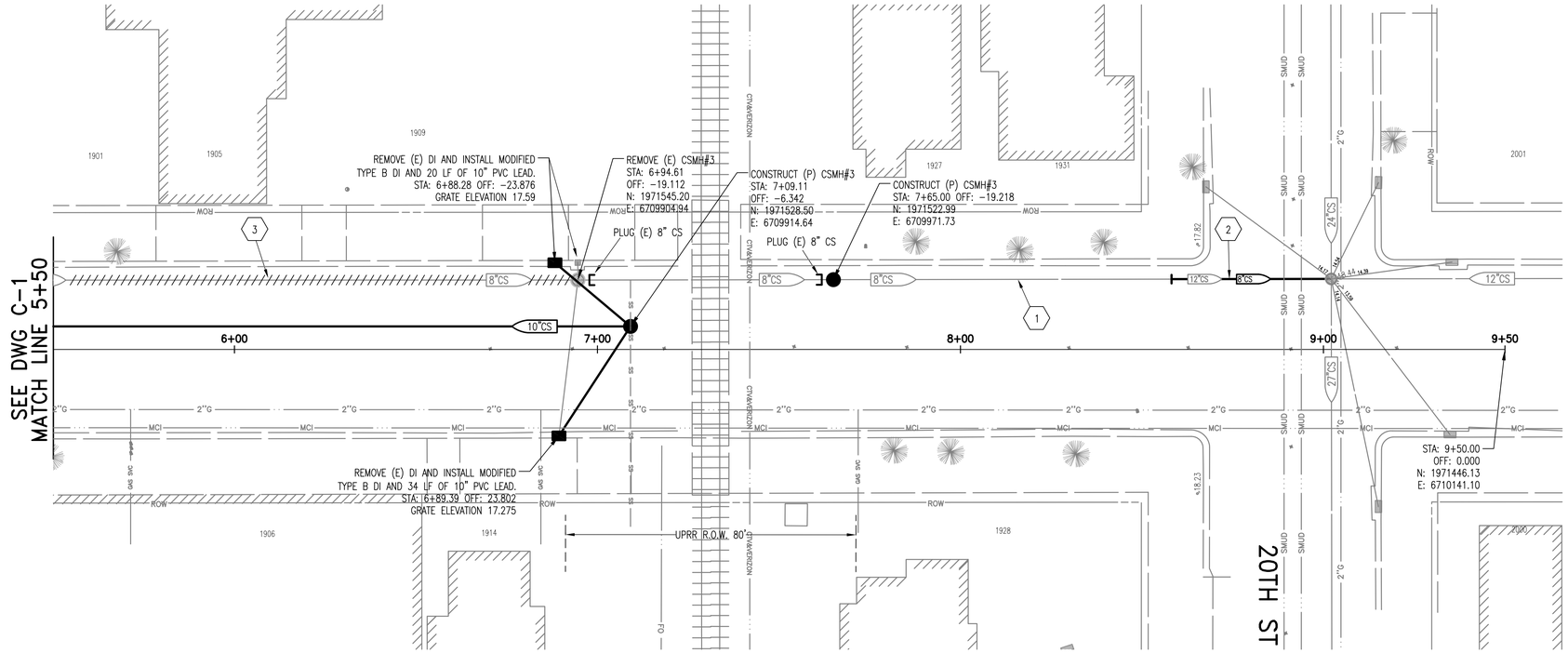
DRAWN BY: A. VELAZQUEZ DATE: JUNE 2015
DESIGNED BY: MARK M. ELLIOTT R.C.E. NO. 63770 DATE: JUNE 2015
CHECKED BY: BRETT GRANT R.C.E. NO. 58964 DATE: JUNE 2015

REGISTERED PROFESSIONAL ENGINEER MARK M. ELLIOTT No. 63770 Exp. 3/31/16 CIVIL STATE OF CALIFORNIA

IMPROVEMENT PLANS FOR:
L ST 18TH TO 20TH STS.
SEWER REPLACEMENT
STA: 0+00 TO STA: 5+50

GIS GRID NO. GOT GIS?
PN: X14010086
DWG. NO. C-1
SHEET 2 OF 3
108 of 109

PN: X14010086



NOTES:

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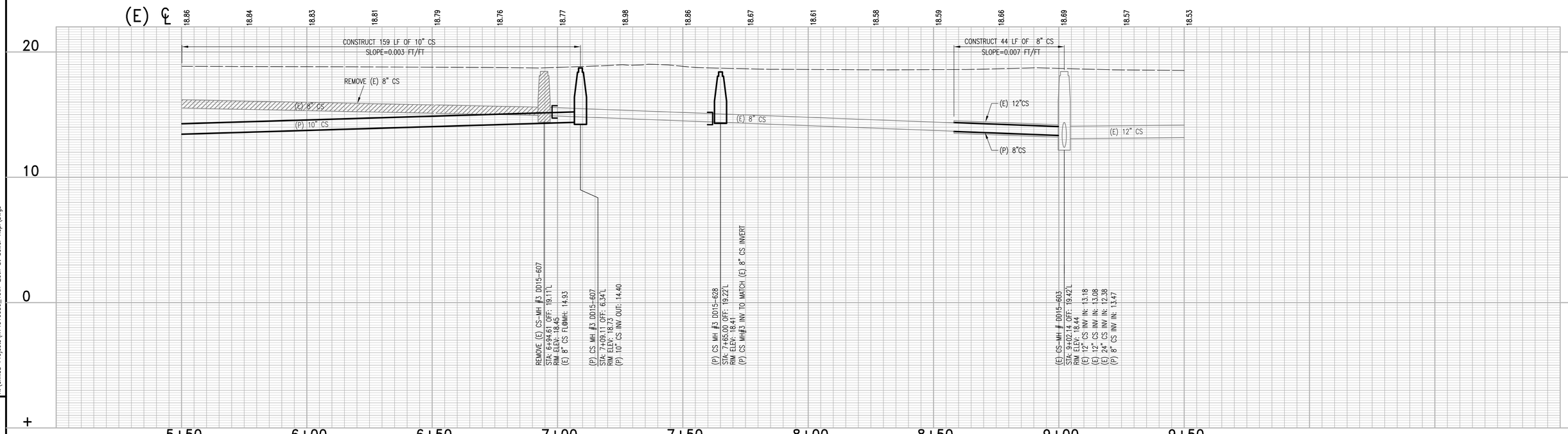
2. CONSTRUCT CLAY FLOWLINE IN MANHOLE BENCH FOR EACH SEWER SERVICE TAPPED INTO MANHOLES.
3. ALL EXISTING UTILITY LOCATIONS ARE APPROXIMATE. CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES WHEN APPLICABLE.

SHEET NOTES:

1. CONTRACTOR TO EXCAVATE & OPEN (E) 8" MAIN AT STATION 7+65 TO ALLOW CITY TO TV MAIN FOR DETERMINATION OF LIVE SEWER SERVICES. UPON WRITTEN CONFIRMATION FROM CITY CONTRACTOR SHALL INSTALL (P) CSMH#3 AT STA 7+65 SHOULD LIVE SERVICES EXIST.
2. UPON WRITTEN CONFIRMATION FROM CITY, CONTRACTOR TO REMOVE (E) 12" CS, INSTALL 44 LF OF (P) 8" CS VCP AND CONNECT (P) 8" CS TO (E) 8" CS AND (E) MH OR ABANDON (E) 12" CS AND (E) 8" CS. FROM STA 7+65 TO STA 9+02
3. REMOVE (E) 8" CS FROM STA 5+06 TO STA 6+95.



REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK ELEV. 18.356
DESCRIPTION: 297-E4F
HILTI NAIL LIGHT BASE NE CORNER
20TH ST. & K ST.

FIELD BOOK 1452
SCALE: H: 1"=20' V: 1"=4'

1" — ON ORIGINAL SCALE DRAWING ADJUST SCALED DIMENSIONS IF THIS DOES NOT SCALE AT 1"

CITY OF SACRAMENTO
DEPARTMENT OF UTILITIES

DRAWN BY: A. VELAZQUEZ DATE: JUNE 2015
DESIGNED BY: MARK M. ELLIOTT R.C.E. NO. 63770 DATE: JUNE 2015
CHECKED BY: BRETT GRANT R.C.E. NO. 58964 DATE: JUNE 2015

REGISTERED PROFESSIONAL ENGINEER MARK M. ELLIOTT No. 63770 Exp. 3/31/16 CIVIL STATE OF CALIFORNIA

IMPROVEMENT PLANS FOR:
L ST 18TH TO 20TH STS.
SEWER REPLACEMENT
STA: 5+50 TO STA: 9+50

GIS GRID NO. GOT GIS?
PN: X14010086
DWG. NO. C-2
SHEET 3 OF 3
109 of 109

PN: X14010086
L ST. SEWER 19TH-20TH STS
R:\Civil3D Projects\X14010086_19th-20th St Sewer Rep\Dwgs
PN: L ST 19TH TO 20TH STS SEWER REPLACEMENT

Meeting Date: **9/1/2015**

Report Type: Consent

Report ID: 2015-00754

City of SACRAMENTO **14**

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Title: Contract: Cervantes Park Expansion Project (K15125102)

Location: District 4

Recommendation: Pass a Resolution: 1) approving the Plans and Specifications for the Cervantes Park Expansion Project (K15125102); 2) transferring $136,200 (Fund 3204) from the Plaza Cervantes Improvements Project (L19111200) to the Freeport Boulevard Bike Lane Project (K15125100) for the Cervantes Park Expansion Project (K15125102); 3) appropriating $55,000 (Fund 3204) in Park Impact Fee Contingency to the Freeport Boulevard Bike Lane Project (K15125100) for the Cervantes Park Expansion Project (K15125102); and 4) awarding a construction contract to Olympic Land Construction for an amount not to exceed $284,997.

Contact: Adam Randolph, Associate Civil Engineer, (916) 808-7803; Nicholas Theocharides, Engineering Services Manager, (916) 808-5065, Department of Public Works

Presenter: None

Department: Public Works Department

Division: Engineering Services Admin

Dept ID: 15001111

Attachments:

1-Description/Analysis

2-Resolution

3-Exhibit A (Location Map)

4-Exhibit B (Signed Contract)

City Attorney Review

Approved as to Form
Gerald Hicks
8/25/2015 9:18:39 AM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 8/12/2015 2:22:19 PM

Description/Analysis

Issue Detail: The expansion of Cervantes Park is the first step in implementing the Freeport Bike Lanes Project (K15125100). Expansion of the park, located on Freeport Boulevard between 10th Avenue and 11th Avenue, will include new planting areas, plaza area, seating, water fountain, pedestrian safety lighting, sidewalks, and curb and gutter along the west side of the park. The project will also install a piece of public artwork which will be repurposed from the old K Street Mall.

The construction contract for the Cervantes Park Expansion Project (K15125102) was advertised for bids on July 1, 2015, and bids were received on July 22, 2015. Olympic Land Construction is the lowest responsive and responsible bidder. City Council approval is necessary to move forward with awarding the construction contract.

Transferring and appropriating funds totaling $191,200 will cover the costs to complete construction of the Cervantes Park Expansion Project (K15125102).

Policy Considerations: The requested actions support the City's General Plan goals of improving the transportation system, enhancing community livability, and improving public safety.

Economic Impacts: This new infrastructure is expected to create 1.14 total jobs (0.66 direct jobs and 0.48 jobs through indirect and induced activities) and create $175,967in total economic output ($110,913of direct output and another $65,053 of output through indirect and induced activities).

The indicated economic impacts are estimates calculated using a calculation tool developed by the Center for Strategic Economic Research (CSER). CSER utilized the IMPLAN input-output model (2009 coefficients) to quantify the economic impacts of a hypothetical $1 million of spending in various construction categories within the City of Sacramento in an average one-year period. Actual impacts could differ significantly from the estimates and neither the City of Sacramento nor CSER shall be held responsible for consequences resulting from such differences.

Environmental Considerations:

California Environmental Quality Act (CEQA): The Environmental Planning Services Manager has determined that the Cervantes Park Expansion Project is exempt from CEQA under CEQA Guidelines section 15304 (Minor Alterations to Land). The improvements would replace right of way with parkland to increase park square footage, add crosswalks and extend a bike lane along Freeport Boulevard. Section 15304 provides an exemption for minor public alterations of land which does not involve the removal of healthy, mature, scenic trees. The project does not include tree removal.

Sustainability Considerations: The Cervantes Park Expansion Project (K15125102), as a component of the Freeport Boulevard Bike Lanes Project

(K15125100) is consistent with Sustainability Master Plan goals of enhancing the pedestrian facilities in the public right-of-way, reducing dependence on the private automobile, and encouraging pedestrian trips.

Other: None

Commission/Committee Action: None

Rationale for Recommendation: The project was formally advertised on July 1, 2015, and bids were received on July 22, 2015. The bids are summarized below:

Contractor	Bid Amount	LBE Participation (5% Requirement)	Responsive Bidder
B&M Builders	$ 276,023.00	11.7%	No
Abide Builders Inc.	$ 282,408.11	10.3%	No
Olympic Land Construction	$ 284,996.50	70.0%	Yes
Saenz Landscape Construction Co.	$ 293,845.50	23.6%	No
American Construction Engineers	$ 297,365.00	5.5%	No

The Engineer's construction estimate was $239,000.

B&M Builders and Abide Builders Inc. failed to follow the terms of the bid and were deemed unresponsive.

It is recommended that the construction contract be awarded to the lowest responsive and responsible bidder, Olympic Land Construction.

Financial Considerations: Expansion of Cervantes Park is a component of the Freeport Boulevard Bike Lanes Project (K15125100). The estimated total project cost for expansion of Cervantes Park is $411,200. As of August 6, 2015, the Freeport Boulevard Bike Lanes and its sub-CIPs (K15125100) have a total unobligated balance of $218,374. Approval of the fund transfer in the amount of $136,200 (Fund 3204) from the Plaza Cervantes Improvements Project (L19111200) and appropriation of $55,000 (Fund 3204) from the Park Impact Fee Contingency to the Freeport Boulevard Bike Lanes Project (K15125100) will bring the total unobligated balance to $409,574 which is sufficient to complete construction of the Cervantes Park Expansion Project (K15125102).

As of August 10, 2015, the unobligated balance in the Plaza Cervantes Improvements (L19111200) is $136,200, which is sufficient to complete the transfer of $136,200 (Fund 3204) to the Freeport Boulevard Bike Lanes Project (K15125100).

There are no General Funds planned or allocated to this project.

Local Business Enterprise (LBE): There was a 5% LBE participation requirement for this project. Olympic Land Construction pledged 70.0% LBE participation, exceeding the 5% participation requirement.

RESOLUTION NO.

Adopted by the Sacramento City Council

TRANSFER AND APPROPRIATE FUNDS AND AWARD A CONTRACT FOR THE CERVANTES PARK EXPANSION PROJECT (K15125102)

BACKGROUND

A. The Cervantes Park Expansion Project (K15125102) is a component of the Freeport Boulevard Bike Lanes Project (K15125100). Expansion of the park, located on Freeport Boulevard between 10th Avenue and 11th Avenue, will include new planting area, plaza area, seating, water fountain, pedestrian safety lighting, sidewalks, and curb and gutter along the west side of the park. The project will also install a piece of public artwork which will be repurposed from the old K Street Mall.

B. The Cervantes Park Expansion Project (K15125102) was formally advertised for bids on July 1, 2015, and bids were received on July 22, 2015. It is recommended the construction contract be awarded to the lowest responsive and responsible bidder, Olympic Land Construction.

C. Construction is expected to begin in September 2015 and be completed in October 2015.

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

Section 1. The Plans and Specifications for the Cervantes Park Expansion Project (K15125102) are approved.

Section 2. The FY15/16 Capital Improvement Program is amended by transferring $136,200 (Fund 3204) from the Plaza Cervantes Improvements Project (L19111200) to the Freeport Boulevard Bike Lanes Project (K15125100).

Section 3. The FY15/16 Capital Improvement Program is amended by appropriating $55,000 (Fund 3204) from Park Impact Fee Contingency to the Freeport Boulevard Bike Lanes Project (K15125100).

Section 4. The construction contract is awarded to Olympic Land Construction in not to exceed amount of $284,997 for the Cervantes Park Expansion Project (K15125102).

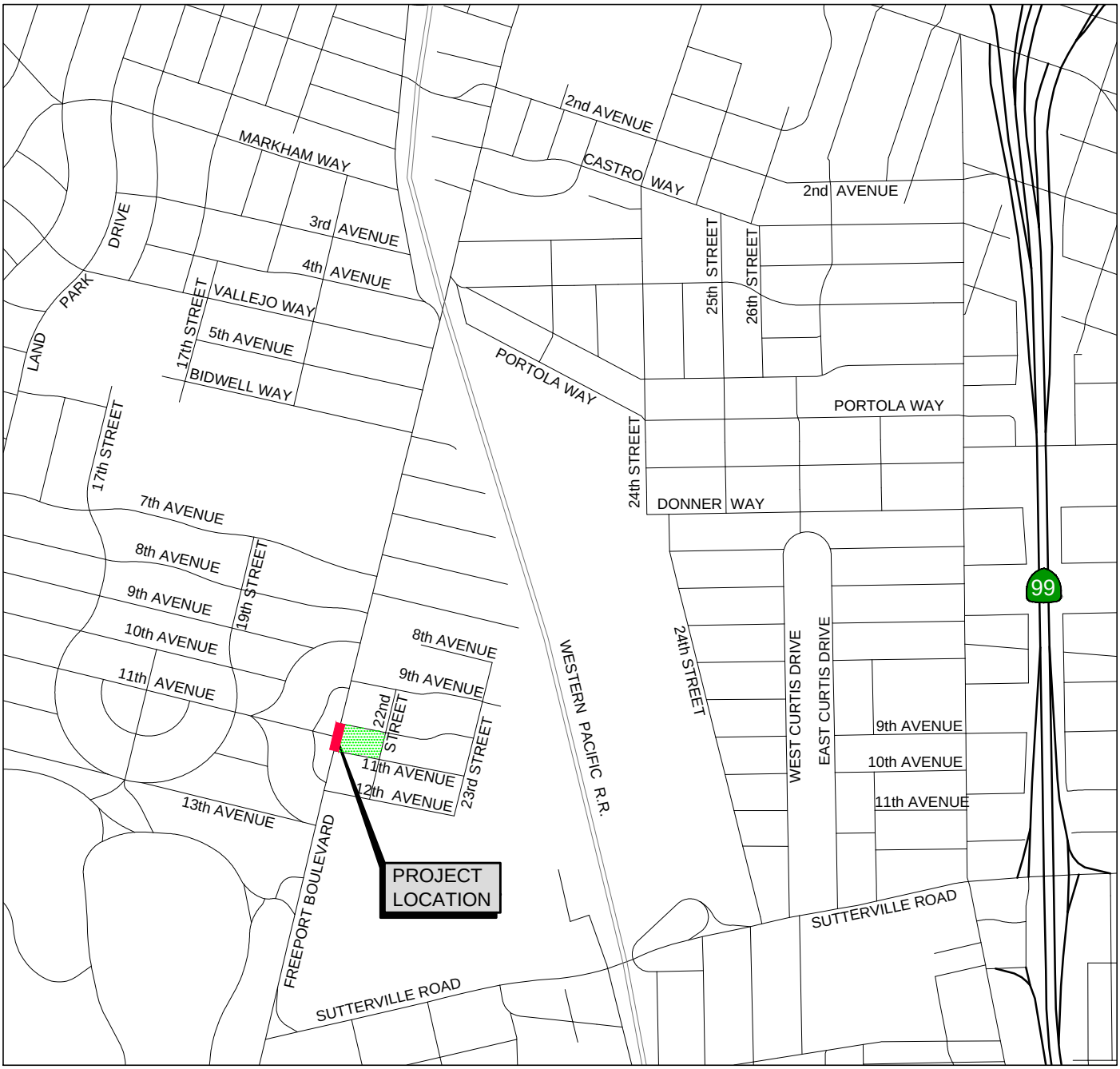
Section 5. The City Manager is authorized to execute a construction contract with Olympic Land Construction in an amount not to exceed $284,997 for the Cervantes Park Expansion Project (K15125102).

Section 6. Exhibit A is incorporated into and made a part of this Resolution.

EXHIBIT A

Location Map For:

CERVANTES PARK EXPANSION PROJECT (K15125102)



City of SACRAMENTO
Department of Public Works

Date: AUGUST 6, 2015

City of
SACRAMENTO
Department of Public Works

Engineering Services Division
915 I Street, RM 2000
Sacramento, CA 95814
Phone: 916-808-8300
Fax: 916-808-8281

CONTRACT SPECIFICATIONS

For
CERVANTES PARK EXPANSION PROJECT
(PN: K15125100)

Bid # B1151131035

For Pre-Bid Information Contact:
Adam Randolph, Project Manager
arandolph@cityofsacramento.org

Bids to be received before
2:00 P.M. July 22, 2015 at:
City Clerk's Public Counter
New City Hall
915 I Street, 5th Floor
Sacramento, CA 95814

LBE PROGRAM

For information on meeting the City of Sacramento's Local Business Enterprise (LBE) project goal, please contact Jose R. Ledesma, jledesma@cityofsacramento.org

Estimated Construction Cost: **$239,000.00**

Construction Time: **20 Working Days**

CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 424828

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
Per B&P 7071.17 , only construction related civil judgments reported to the CSLB are disclosed.
Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Data current as of 7/24/2015 10:49:59 AM

Business Information

OLYMPIC LAND - CONSTRUCTION
2442 NORTH AVENUE
SACRAMENTO, CA 95838
Business Phone Number:(916) 972-7148

Entity Sole Ownership
Issue Date 07/08/1982
Expire Date **07/31/2016**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C27 - LANDSCAPING
C33 - PAINTING AND DECORATING
A - GENERAL ENGINEERING CONTRACTOR

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with AMERICAN SAFETY CASUALTY INSURANCE COMPANY.
Bond Number: 412309
Bond Amount: $12,500
Effective Date: 10/03/2013
Contractor's Bond History

Workers' Compensation

This license has workers compensation insurance with the REPUBLIC UNDERWRITERS INSURANCE COMPANY
Policy Number:ATW00296002
Effective Date: 05/01/2014
Expire Date: 05/01/2016
Workers' Compensation History

Other

Personnel listed on this license (current or disassociated) are listed on other licenses.

DLSE Debarments

The following contractors are currently barred from bidding on, accepting, or performing any public works contracts, either as a contractor or subcontractor, for the period set forth below:

As part of your due diligence, we suggest that you also check:

- Contractor status at the Contractors State License Board (CSLB)
- The Federal debarment list at the Excluded Parties List System

For a list of past DLSE debarments of public works contractors, please contact:

Susan Nakagama
Special Assistant to the Labor Commissioner
455 Golden Gate Ave., 9th Flr.
San Francisco, CA 94102
415-703-4810
SNakagama@dir.ca.gov

Name of contractor	Period of debarment
Integrity Sheet Metal, Inc. 319 McArthur Way Upland, CA 91786 CSLB #726770 **William Ben Hicks**, an individual; **Margaret Mary Hicks**, an individual Decision	**2/01/15 through 1/31/18**
L A Builders, Inc., a California Corporation 15635 Saticoy Street, #H Van Nuys, CA 91406 CSLB #748591 **Alon Gamliel**, an individual Decision	**2/01/15 through 1/31/18**
USA Wall Systems, Inc. 8309 Sunshine Lane Riverside, CA 92508 CSLB #929610 **Edward Eugene Brammer**, an individual and in his capacity as President/CEO/RMO Decision	**4/01/15 through 3/31/18**
Daughter Construction **formerly dba Hy Carpentry Construction** 15407 Thornlake Avenue Norwalk, CA 90650 CSLB #979297 **Sharon Jin Yoo**, an individual; **Dae Hyun Yoo**, an individual and in his capacity as manager/supervisor for Sharon Jin Yoo and in his capacity as General Partner for HY Construction, a General Partnership. Decision	**4/01/15 through 3/31/18**

Public Works

RDA Construction, Inc. 1692 W. Bullard Ave., Fresno, CA 93711 CSLB# 383306 Decision	**12/15/14 through 12/14/16**
Titan Electrical Construction, Inc. Lucas Oliver Stickney, an individual Jamie Noel Furr, an individual 630 Natoma Street San Francisco, CA 94103 CSLB# 919516 Decision	**11/3/14 through 11/2/17**
Ramos Painting Carlos Ray Ramos, an individual P.O. Box 3871 Paso Robles, CA 93447 CSLB# 753575 Decision	**11/3/14 through 11/2/15**
Dick Emard Electric. dba Emard Electric Luke Richard Emard, an individual and RMO 5930 Key Court, Suite A Loomis, CA 95650 CSLB# 794007 Decision	**11/3/14 thorough 11/2/17**
Nixon Electric Gordon Fulton Nixon, an individual 5624 Faust Ave. Woodland Hills, CA 91367 CSLB# 796802 Decision	**8/1/14 through 7/31/17**
Neris General Contractors, a California Corporation Efren Neri, an individual Servando Neri, an individual Rebeca Neri, an individual Luis Abelardo Castro, an individual 6087 California Ave. Long Beach, CA 90805 CSLB# 797967 Decision	**2/28/14 through 2/27/17**
Southland Construction Reza Mohammedi, an individual 3943 Irvine Blvd., #405, Irvine, CA 92602 CSLB# 663784 (expired) Decision	**10/14/14 through 10/13/17**
National Drywall Corporation, **A Dissolved California Corporation** 603 S. Milliken Avenue, Suite F Ontario, CA 91761 CSLB #834335 **Miguel Contreras, an Individual and Responsible Managing Officer/CEO/President** **Dora Maria Contreras, an Individual and Agent/Officer of the Corporation** Decision	**8/4/14 through 8/3/17**
Tadros & Youssef Construction, Inc. **Kamel Shaker Tadros & Makram Youssef Youssef, Individually** 1221 E 8th Street, Unit A, Upland, CA 91786	**5/10/14 through 5/9/17**

CSLB# 698182 (expired) Decision	
Serenity Fire Protection 417 S. Associated Road, Brea, CA 92821 CSLB# 902927 Decision	**5/1/14 through 4/30/17**
Don Kelly Construction , Inc. **Don Kelly, Individual and Lisa Kelly, Individual** 171 Northview Ridge Lane, P.O. Box 10760, Bozeman, MT 59719 Decision	**3/25/14 through 3/24/17**
Aldan, Inc. P.O. Box 9428, Brea, CA 92822 CSLB #949229 Decision	**2/28/14 through 2/27/17**
Russell/Thompson, Inc. **James Jean Russell & Valery Alena Thompson, Individually** 4684 Oak Glen Dr., Redding, CA 96001 CSLB# 915036 (revoked) Decision	**10/31/13 through 10/31/16**
Ayodejia A. Ogundare, Individual **Dba Pacific Engineering Company** 6310 Stewart Way, Bakersfield, CA 93308 CLSB#710322 Decision	**5/15/2013 through 5/15/2014**
Wallcrete Industries, Inc.; Garit David **Wallace and Amber Anderson, Individuals** 400 Kansas, Redlands, CA 92373 CSLB#834220 Decision	**7/29/12 through 7/28/15**
FEI Enterprises, Inc **Gabriel Fedida, Individual** 5749 Venice Blvd., Los Angeles, CA 90019 CSLB#659252 Decision	**6/14/12 through 6/13/15**
Jeffrey Alan Mott and Michelle Mott, individuals **Dda Integrity Landscape** 3756 Independence Avenue Sanger, CA 93637 CSLB#774222 Decision	**3/29/12 through 3/28/15**
Jensen Drywall & Stucco **Jeffrey E. Jensen** 3714 Lynda Place National City, CA 91950-8121 CSB # 664168 Exp. 2/18/11 (expired) Decision	**3/31/11 through 3/30/13**
All West Construction, Inc. **Donald Kent Russell** 495 N. Marks Ave. Fresno, CA 93706 CSB # 592321 Exp. 4/3/12 (suspended) Decision	**3/31/11 through 3/30/13**
Country Builders, Inc. **Weldon Offill, individually** 5915 Graham Ct. Livermore, CA 94550 CSB # 699574 Exp. 11/30/12 (active) Decision Addendum	**3/1/11 through 2/28/14**
Sutter Foam & Coating, Inc. 909 A. George Washington Yuba City, CA 95993 CSB # 732014 Exp. 1/31/09 (inactive)	**7/1/10 through 6/30/13**
David Alvin Trexler, an individual 909 A. George Washington	**7/1/10 through 6/30/13**

	Public Works
Yuba City, CA 95993 **Kenneth A. Trexler, an individual** 2603 Lago Lane Marysville, CA 95901 Decision	**7/1/10 through 6/30/13**
Soo Dong Kim, an individual, **dba Soo Kim Electric Company** 16224 Ridgeview Lane La Mirada, CA 90638 CSB # 568103 Exp. 8/1/09 (inactive) **Hyo Nam Jung, an individual,** **dba Lucid Electric** 18621 Well Street Rowland Heights, CA 91748 CSB # 914692 Exp. 4/3/10 Decision	**4/19/10 through 4/18/13** **4/19/10 through 4/18/13**
Southwest Grading, **dba Southwest Grading Services, Inc.,** 22031 Waite Street Wildomar, CA 92595 **David Walter Cholewinski, an individual** 22031 Waite Street Wildomar, A 92595 29970 Technology Drive, Ste. 205 Murrieta, CA 92563 CSB #840416 Exp. 6/30/10 Decision	**3/18/10 through 3/17/13**
S.J. Cimino Electric, Inc., a California corporation, 3267 Dutton Ave. Santa Rosa, CA 95404 **Salvatore Joseph Cimino, RMO, CEO and President of S.J. Cimino Electric, Inc. and sole owner of S.J. Cimino** **Electric, an individual** 5825 Heights Rd. Santa Rosa, CA 95401 CSB #343802 Exp. 2/28/10 CSB #294141 Exp. 9/30/13 (inactive) Decision	**10/15/09 through 10/14/12**
Cedar Development Corporation **Serghon Gabriel Afram, individually** 12477 Feather Dr Mira Loma, CA 91752 CSB # 839898 Exp. 6/30/10 (suspended) Decision	**8/5/09 through 8/4/12**
All Floors Commercial and Residential Flooring, Inc. **Salvador Elias Perea, individually** 750 E. McGlincy Lane, #103 Campbell, CA 95008 CSB #430969 Exp. 7/31/09 Decision	**5/14/09 through 5/13/12**
1-AMD Construction, Inc. **Alberto Mordoki, individually** **Mirella Mordoki, individually** 5300 Beach Blvd., Suite 110-416 Buena Park, CA 90621 CSB #787533, revoked Decision	**3/16/09 through 3/15/12**

May 2015

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City of
SACRAMENTO
Department of Public Works

Engineering Services Division
915 I Street, RM 2000
Sacramento, CA 95814
Phone: 916-808-8300
Fax: 916-808-8281

Cervantes Park Expansion Project (PN: K15125100)
Addendum No. 1

July 16, 2015

To all Potential Bidders:

Attached hereto are addenda items, which shall be incorporated into the bid proposal for above noted project. These changes shall be considered as part of the original documents, as if they were originally provided therein, and as such shall be used as contractual documents. All other terms, conditions, and specifications of the bid remain unchanged. Bidders must acknowledge receipt of this addendum prior to the hour and date specified in the bid request, or as amended, by one of the following methods:

(a) By acknowledging receipt, on the bid proposal form submitted; or
(b) By separate letter or email which includes a reference to the bid request and addendum number.

Failure to acknowledge receipt of this addendum in one of the above methods and cause acknowledgment to be received prior to the hour and date specified for receipt of proposals, **may result in rejection of your offer.** If by virtue of this addendum you decide to change an offer already submitted, such change may be made by email or letter, provided such email or letter makes reference to the bid request number and this addendum, and is received prior to the opening hour and date specified.

For any questions related to this Addendum, contact the Project Manager, Adam Randolph at (916) 808-7803

Respectfully,

Jose R. Ledesma
Contracts & Compliance Specialist

Enclosure

ADDENDUM NO. 1 **DATE 7/16/15**

CERVANTES PARK IMPROVEMENTS PROJECT (K15125100)

ITEM 1 Replace plan sheets C-2 and C-3 with revised plan set noted "Addendum No. 1 - 7/16/15" in the Revisions block. Sheet modifications include pothole data and modifications to drainage system #2.

ITEM 2 Replace Bid Proposal with revised Bid Proposal marked "Addendum No. 1" includes updated items and bid quantities in **bold**.

TO THE HONORABLE CITY COUNCIL
SACRAMENTO, CALIFORNIA:

In compliance with the Contract Documents, the undersigned hereby proposes to furnish all required labor, materials, supervision, transportation, equipment, services, taxes and incidentals required for:

CERVANTES PARK EXPANSION PROJECT
(K15125100)

in the City and County of Sacramento, California.

The Work is to be done in strict conformity with the Contract Documents now on file in the Office of the City Clerk, for the following sum:

Item No.	Item Description	Unit of Measure	Final Pay [F]	Estimated Quantity	Unit Price	Total Amount
1	Preconstruction Photographs	LS		1		
2	Roadway Excavation and Grading	CY	[F]	450		
3	Landscape Fill To Place	CY		200		
4	Aggregate Base (Class 2) To Place	TON		300		
5	Asphalt Concrete (3/4") Pavement To Place	TON		50		
6	3-1/2" PCC Sidewalk To Construct	SF		1320		
7	3-1/2" Scored PCC Sidewalk To Construct	SF		1320		
8	Curb and Gutter Type 2 To Construct	LF		253		
9	Curb Ramp to Construct	SF	[F]	470		
10	Truncated Domes to Place	EA		7		
11	Construct Sidewalk Barricade	EA		1		
12	Traffic Stripes and Traffic Markings To Remove	LS		1		
13	Thermoplastic Traffic Stripe (Detail 8) To Place	LF	[F]	50		
14	Thermoplastic Traffic Stripe (Detail 22) To Place	LF	[F]	20		
15	Thermoplastic Traffic Stripe (4" White) To Place	LF	[F]	275		
16	Thermoplastic Traffic Stripe (12" Crosswalk) To Place	LF	[F]	145		
17	Thermoplastic Pavement Marking To Place	SF	[F]	44		

18	Traffic Sign To Place	EA		4		
19	Traffic Sign To Relocate	EA		3		
20	Traffic Sign To Remove	EA		2		
21	Drain Inlet to Remove	EA		1		
22	Storm Drain Pipe To Remove	EA		1		
23	Type B (Mod) Drain Inlet To Construct	EA		3		
24	10" PVC Drain Pipe To Place	**LF**		**150**		
25	Maintenance Hole (No. 4) To Construct	EA		1		
26	2" Conduit for Future Electrical Service	LF		23		
27	Street Light Installation And Relocation	LS		1		
28	2" Water Meter and Backflow Preventer	LS		1		
29	2" Irrigation Vacuum Breaker Assembly	LS		1		
30	Irrigation System	LS		1		
31	Solar Powered Irrigation Controller	LS		1		
32	Drinking Fountain	LS		1		
33	Art Footing, Pedestal, and Installation	ALLOW		1		
34	9" Concrete Mow Curb	LS		1		
35	Stabilized Decomposed Granite Pavement	LS		1		
36	Trees	LS		1		
37	Shrub and Groundcover Areas	LS		1		
38	Bark Mulch	LS		1		
39	Lawn Sodding	LS		1		
40	6" Bench	LS		1		
41	Landscape Maintenance (30 Days)	LS		1		

[F] – denotes final pay quantity

CONTRACTOR NAME: TOTAL $_____

It is understood that this Bid Proposal is based upon completion of the Work within a period of **TWENTY (20) WORKING DAYS,** commencing on the date set forth in the written Notice to Proceed issued by the City

to the Contractor. The Contractor is hereby notified and reminded that per City Contract requirements, the City will issue a Notice to Proceed within 15 calendar days of execution of contract by City. Contact work days will start immediately on the date of the Notice to Proceed. Attached is a sample of a Notice to Proceed.

Provide a Schedule of Values (cost break-down) for each lump sum landscape and irrigation item(s). The Schedule of Values (cost break-down) shall be provided by 4:00 p.m. on the fourth working day after the bid opening. If the lump sum item cost break-down is not submitted within the specified time, the bid will be deemed as non-responsive. The cost break-down shall be submitted to the Contracts Manager, at 915 I Street, Suite 2000, Sacramento, CA 95814.

In determining the amount bid by each bidder, the City may disregard mathematical errors in addition, subtraction, multiplication, and division that appear obvious on the face of the Proposal. When such a mathematical error appears on the face of the Proposal, the City shall have the right to correct such error and to compute the total amount bid by said bidder on the basis of the corrected figure or figures.

The City Council may reject any and all bids and waive any informalities or minor irregularities in the bids.

When an item price is required to be set forth in the Proposal, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the Engineer's estimate of the quantity of work to be performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the City, such a procedure would be inconsistent with the policy of the bidding procedure. The total paid for each such item of work shall be based upon the item price and not the total price. Should the Proposal contain only total price for the item and the item price is omitted, the City shall determine the item price by dividing the total price for the item by the Engineer's estimate of the estimated quantities of work to be performed as items of work.

If the Proposal contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the Proposal shall be disregarded.

The undersigned has examined the location of the proposed Work, the local conditions at the place where the Work is to be done, is familiar with the Contract Documents and is familiar and expressly agrees to the liquidated damages provision of the Contract Documents.

The undersigned has checked carefully all of the foregoing figures and understands that the City of Sacramento will not be responsible for any errors or omissions on the part of the undersigned in making up this Bid Proposal.

Enclosed is a Bid Proposal Guarantee, as required, consisting of a bidder's bond or other acceptable security for not less than ten percent (10%) of the amount Bid Proposal.

The undersigned agrees that all addenda received and acknowledged herein shall become a part of and be included in this Bid Proposal. This Bid Proposal includes the following addenda:

Add. # _____ DATE _____

Add. # _____ DATE _____

Add. # _____ DATE _____

NOTE: State whether your concern is a corporation, a co-partnership, private individual, or individuals doing business under a firm name.

If the Bidder is a corporation, the Bid Proposal must be executed in the name of the corporation and must be signed by a duly authorized officer of the corporation.

If the Bidder is a partnership, the Bid Proposal must be executed in the name of the partnership and one of the partners must subscribe their signature thereto as the authorized representative of the partnership.

AMOUNT OF BID PROPOSAL GUARANTEE ENCLOSED:

($_____) not less than ten percent (10%) of amount Bid Proposal

_____ CERTIFIED CHECK
_____ CASHIER'S CHECK
_____ BID BOND
_____ MONEY ORDER
_____ OTHER SECURITY

CONTRACTOR:

By _____
(Signature)

_____
(Print or Type)

Title _____
Address _____
_____
Telephone No. _____

Fax No. _____

Email Address _____

Date _____

FOR CITY USE ONLY

Bid Bond Security
☐ Properly Signed ☐ *Improperly Signed*
☐ *Not Included* ☐ Not Required

Type of Deposit
☐ Bid Bond ☐ Cashier/Certified Check
☐ Other_____ Initial:_____

Contractor's License No. _____ Type _____

Expiration Date _____

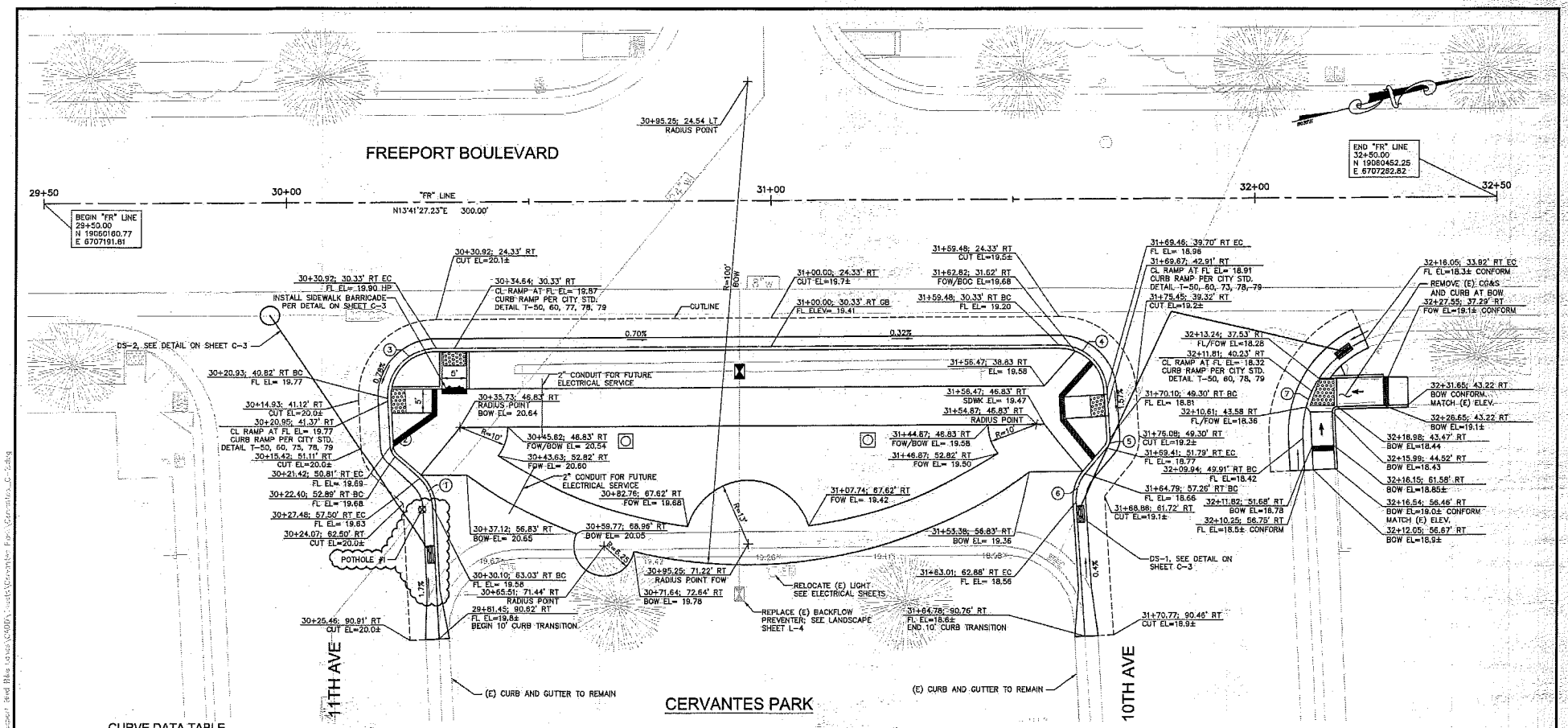
Tax I.D. Nos.- Fed. _____ State _____

City of Sacramento Business Operation Tax Certificate No. _____
(City will not award contract if Certificate Number is missing.)

Please indicate if you are any of the following:

EBE_____ Cert #_____ SBE_____ Cert #_____

UDBE_____Cert #_____ M/WBE_____Cert #_____

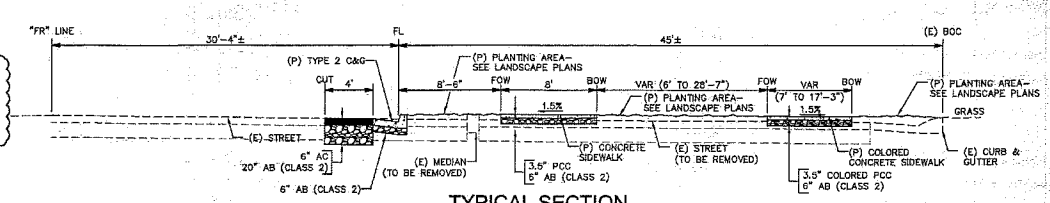


CURVE DATA TABLE

#	RADIUS	LENGTH	TANGENT	Δ
1	8.00'	6.28'	3.31'	45°00'00"
2	3.00'	2.36'	1.24'	45°00'00"
3	10.00'	16.20'	10.50'	92°48'31"
4	10.00'	15.08'	9.39'	86°22'32"
5	3.00'	2.27'	1.20'	43°26'35"
6	8.00'	6.07'	3.19'	43°26'35"
7	21.00'	25.62'	9.44'	69°53'58"

POTHOLE DATA TABLE

NO.	UTILITY	DIAM	MATERIAL	STATION	OFFSET	DEPTH TO TOP OF PIPE
1	WATER	24"	STEEL	30+28.00	63.76' R	40"



TYPICAL SECTION

N.T.S.

NOTES:

1. REMOVAL OF EXISTING PAVEMENT, CURB, CURB AND GUTTER, AND RAISED MEDIAN IS INCLUDED AND PAID FOR AS ROADWAY EXCAVATION.
2. EXCAVATE LANDSCAPE AREAS TO BOTTOM OF EXISTING SUBGRADE, 1.5 FEET MAX.

REVISIONS			
NO.	DESCRIPTION	DATE	BY
1	ADDENDUM 1	7-16-2015	AMR

BENCH MARK ELEV. _____
DESCRIPTION SEE SHEET C-1

FIELD BOOK
SCALE
HORIZ. 1"=10'
VERT. N/A

CITY OF SACRAMENTO
DEPARTMENT OF PUBLIC WORKS

DRAWN BY: B. KIKSMAN
DATE 7/16/2015
DESIGNED BY: A. RANDOLPH
R.C.E. 75035 DATE 7/16/2015
CHECKED BY: P. VULLIET
R.C.E. 70953 DATE 7/16/2015

REGISTERED PROFESSIONAL ENGINEER ADAM M. RANDOLPH CIVIL STATE OF OREGON

IMPROVEMENT PLANS FOR
CERVANTES PARK EXPANSION PROJECT
LAYOUT

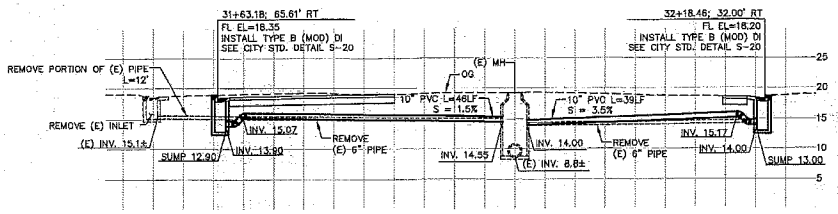
PN: K15125100

SHEET No. 2 OF 12

SHEET C-2 OF 3

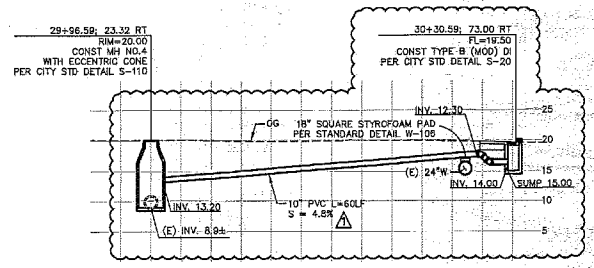
CAD FILE: K:\Projects\2013-CAD\Ped_Pro\K15125100 - Freeport Blvd Bike Lanes\CADD\Sheets\Cervantes Park\Cervantes_C-2.dwg

7/16/2015 8:32:19 AM



DETAIL DS-1

N.T.S.

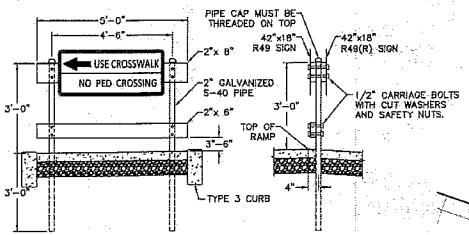


DETAIL DS-2

N.T.S.

NOTES:

1. ALL EXPOSED WOOD SURFACES TO BE PAINTED WITH TWO (2) COATS OF WHITE PAINT. ALL PAINT TO CONFORM TO SEC. 91-3.02 OF CALTRANS STANDARD SPECIFICATIONS.
2. ALL MATERIAL USED IN THE CONSTRUCTION OF BARRICADE SHALL BE TREATED DOUGLAS FIR IN CONFORMANCE WITH SEC.56-2.02 OF CALTRANS STANDARD SPECIFICATIONS.

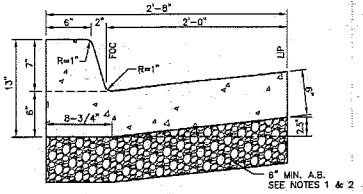


SIDEWALK BARRICADE

NTS

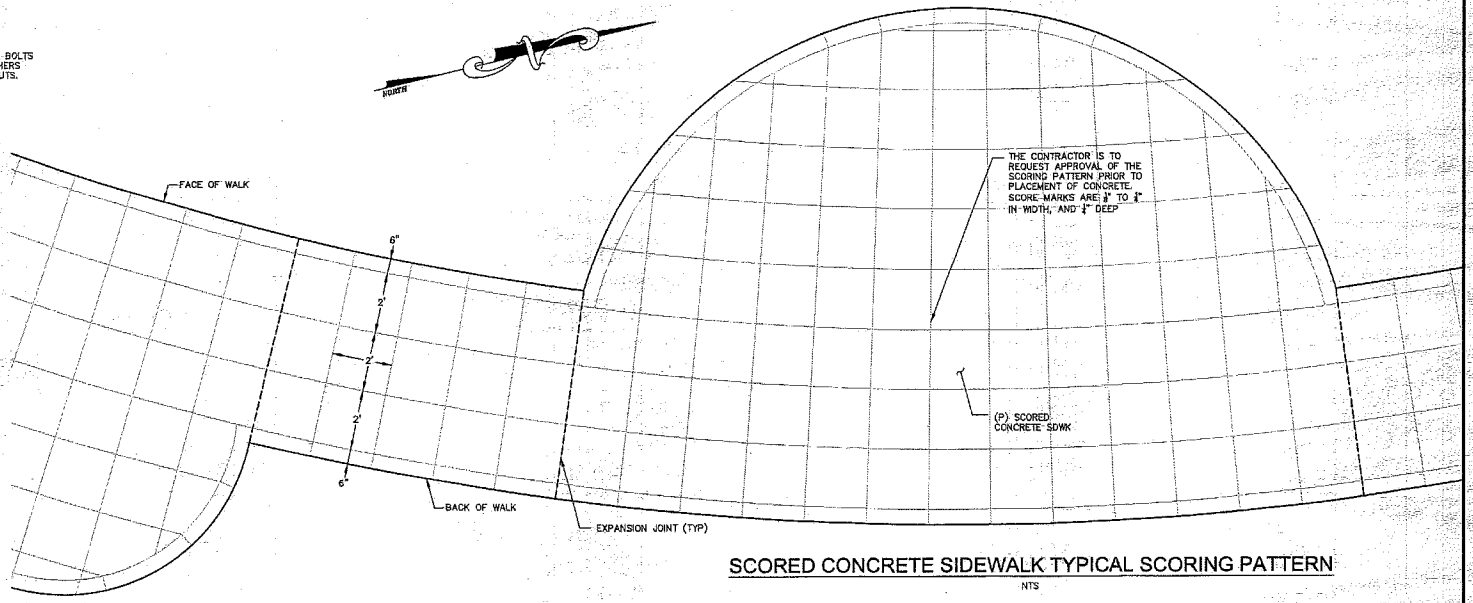
NOTES:

1. 12" MIN. A.B. SHALL BE PLACED IF SUBGRADE IS EXPANSIVE CLAY (R-VALUE LESS THAN 10).
2. TOP 6" OF SUBGRADE SHALL BE COMPACTED TO 95% MIN., UNLESS OTHERWISE APPROVED



CURB & GUTTER TYPE 2

NTS



SCORED CONCRETE SIDEWALK TYPICAL SCORING PATTERN

NTS

REVISIONS			
NO.	DESCRIPTION	DATE	BY
1	ADDENDUM 1	7-16-2015	AMR

BENCH MARK ELEV: _____
DESCRIPTION SEE SHEET C-1

FIELD BOOK

SCALE
HORIZ. N/A
VERT. N/A

CITY OF SACRAMENTO
DEPARTMENT OF PUBLIC WORKS

DRAWN BY: B. KIKSMAN DATE 7/16/2015
DESIGNED BY: A. RANDOLPH R.C.E. 75035 DATE 7/16/2015
CHECKED BY: P. VULLIET R.C.E. 70983 DATE 7/16/2015

IMPROVEMENT PLANS FOR
CERVANTES PARK EXPANSION PROJECT
DETAILS

PN: K15125100

SHEET No. 3 OF 12

SHEET C-3 OF 3

CAD FILE: P:\Tasks\2013-CAD\E_Project\K15125100 - Prepare Bids Library\ADA\Sheets\Cervantes Park\Cervantes_C-3.dwg

7/16/2015 10:02:42 AM

City of SACRAMENTO

Formal Bid / Proposal Delivery Options

Any vendor and/or consultant submitting an official bid or proposal to the City of Sacramento City Clerk's Office, shall select one of the following delivery options. To ensure responsive receipt of bids and/or proposals within established submission deadlines, address information must exactly match one of the below options.

The City of Sacramento is not responsible for the late receipt of bids and/or proposals where the proposer did not adhere to one of the available delivery options.

Option	Service Provider and/or Service Types	Address
1.	**United States Postal Service (USPS)** - Regular First Class - Certified or Return Receipt - Priority - Express	Sacramento City Clerk's Office 915 I Street, New City Hall Public Counter - 5th Floor Sacramento, CA 95814-2604
2.	**Expedited Services** - FedEx - UPS - DHL	Sacramento City Clerk's Office 915 I Street, New City Hall Public Counter - 5th Floor Sacramento, CA 95814-2604
3.	**Personal Delivery** - Hand Delivery - Courier	Sacramento City Clerk's Office 915 I Street, New City Hall Public Counter - 5th Floor Sacramento, CA 95814-2604

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Local Business Enterprise (LBE) Participation Program Form	1 only
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Sealed Proposals will be received by the City Clerk of the City of Sacramento at the office of the City Clerk Public Counter, New City Hall, 4th Floor, located at 915 I Street between 9th and 10th Streets, up to the hour of **2:00 PM on July 22, 2015 and** will be opened as soon thereafter as business allows, in the Planning Commission Conference Room, Historic City Hall for:

CERVANTES PARK EXPANSION PROJECT
(PN: K15125100)

as set forth in the Contract Documents.

Proposals received and work performed thereunder shall comply with the requirements of Title 3 of the Sacramento City Code. Each Bid Proposal shall be accompanied by bid security of at least 10% of the sum of the Bid Proposal which conforms to the requirements of Section 7.0 of the Instructions to Bidders. The right to reject Proposals or to waive any error or omission in any Bid Proposal received is reserved by the City. Signed proposals shall be submitted on the printed forms contained in the Project Manual and enclosed in an envelope marked: Sealed Bid Proposal for:

CERVANTES PARK EXPANSION PROJECT
(PN: K15125100)

Copies of the Contract Documents are available at Planetbids:

http://www.planetbids.com/portal/portal.cfm?CompanyID=15300#

There are no costs to view or download the plans and specifications.

Subcontractors shall comply with the rates of wages currently established by the Director of Industrial Relations under provisions of Sections 1773 of the Labor Code of the State of California, a copy of which is on file in the office of the City Clerk. In accordance with Sacramento City Code Section 3.60.180 and Section 1771.5 of the California Labor Code, the payment of the general prevailing rate of per diem wages or the general prevailing rate of per diem wages for holiday and overtime is not required for any Public Construction project of $25,000 or less, or Public Maintenance project of $15,000 or less. The City of Sacramento has an approved Labor Compliance Program. **Electronic Web submittal of Labor Compliance Reports is effective May 1, 2007.** Each contractor and every lower-tier subcontractor is required to submit certified payrolls and labor compliance documentation electronically at the discretion of and in the manner specified by the City of Sacramento.

Electronic submittal will be a web-based system, accessed on the World Wide Web by a web browser. Each contractor and subcontractor will be given a Log On identification and password to access the City of Sacramento reporting system.

Use of the system may entail additional data entry of weekly payroll information including; employee identification, labor classification, total hours worked and hours worked on this project, wage and benefit rates paid, etc. The contractor's payroll and accounting software might be capable of generating a 'comma delimited file' that will interface with the software.

This requirement will be 'flowed down' to every lower-tier subcontractor and vendor required to provide labor compliance documentation.

All questions regarding this Labor Compliance Program should be directed to the department's contracts staff or Contracts Services at (916) 808-1923.

Department of Industrial Relations Registration and Reporting Requirements (SB 854)

Labor Code Section 1725.5 (enacted by SB 854) requires all contractors bidding on this contract, all subcontractors listed in a bid for this contract, and any contractor or subcontractor performing any work under this contract, to be currently registered with the California Department of Industrial Relations (DIR), as specified in Labor Code Section 1725.5. Labor Code Section 1771.1 (enacted by SB 854) provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Every bidding contractor shall list the contractor's current DIR registration number, and the current DIR registration number of all listed subcontractors, on the Subcontractor and Local Business Enterprise (LBE) Participation Verification Form included in the contractor's bid.

Pursuant to Labor Code Section 1771.1(b): (1) any bid received from a contractor that is not currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5 **shall be rejected as non-responsive**; and (2) any bid listing one or more subcontractors on the bidder's Subcontractor and Local Business Enterprise (LBE) Participation Verification Form that are not currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5, **shall be rejected as non-responsive**, unless the listing was an inadvertent error and any of the conditions specified in Labor Code Section 1771.1(c) apply.

This contract also is subject to compliance monitoring and enforcement by the DIR. For all contracts awarded on or after April 1, 2015, California Labor Code Section 1771.4 (enacted by SB 854) requires the contractor and all subcontractors to furnish electronic payroll records directly to the Labor Commissioner (in addition to City staff via the City's electronic system).

A Fact Sheet summarizing the provisions of SB 854 is attached. This is provided solely for informational purposes, and does not in any way affect the contractor's and subcontractors' obligation to comply in all respects with the provisions of SB 854, including the provisions referenced above, as well as all other applicable laws and regulations.

Pursuant to Sacramento City Code Section 3.60.250, any Agreement awarded pursuant to this Invitation to Bid shall contain a provision permitting the substitution of securities for any monies withheld to ensure performance under the Agreement. The terms of such provisions shall be according to the requirements and the form required by the City.

Bid protests must be filled and maintained in accordance with the provisions of Sections 3.60.460 through 3.60.560 of the Sacramento City Code. Bid protests that do not comply with Sections 3.60.460 through 3.60.560 of the Sacramento City Code shall be invalid and shall not be considered. A bid protest fee of $750.00 is required at the time of filing to be considered valid in accordance with City of Sacramento Resolution No. 2003-231 dated April 29, 2003. As used herein, the term "bid protest" includes any bid protest that (1) claims that one or more bidders on this contract should be disqualified or rejected for any reason, or (2) contests a City staff recommendation to award this contract to a particular bidder, or (3) contests a City staff recommendation to disqualify or reject one or more bidders on this contract. A copy of Sections 3.60.460 through 3.60.560 of the Sacramento City Code may be obtained from the Project Manager, or from the City Clerk, located at 915 I Street, Sacramento, CA 95814.

NEW PUBLIC WORKS CONTRACTOR REGISTRATION LAW [SB 854]

FACT SHEET

SB 854, a budget trailer bill that was signed into law on June 20, 2014, and became effective immediately, made several significant changes to laws pertaining to the administration and enforcement of prevailing wage requirements by the Department of Industrial Relations (DIR). Among other things, SB 854 established a new public works contractor registration program to replace prior Compliance Monitoring Unit (CMU) and Labor Compliance Program (LCP) requirements for bond-funded and other specified public works projects. The fees collected through this new program will be used to fund all of DIR's public works activities, including compliance monitoring and enforcement, the determination of prevailing wage rates, public works coverage determinations, and hearing enforcement appeals.

Essentials of public works contractor registration program:

- Contractors will be subject to a registration and annual renewal fee that has been set initially at $300. The fee is non-refundable and applies to all contractors and subcontractors who intend to bid or perform work on public works projects (as defined under the Labor Code).
- Contractors will apply and pay the fee online and must meet minimum qualifications to be registered as eligible to bid and work on public works projects:
    - Must have workers' compensation coverage for any employees and only use subcontractors who are registered public works contractors.
    - Must have Contractors State License Board license if applicable to trade.
    - Must have no delinquent unpaid wage or penalty assessments owed to any employee or enforcement agency.
    - Must not be under federal or state debarment.
    - Must not be in prior violation of this registration requirement once it becomes effective. However, for the first violation in a 12 month period, a contractor may still qualify for registration by paying an additional penalty.
- The registration fee is not related to any project. It is more like a license that enables the registrant to bid on and perform public works.

- DIR will post a list of registered contractors and subcontractors on its website so that awarding bodies and contractors will be able to comply with requirements to only use registered contractors and subcontractors.
- Various protections are built in so that
    - A contractor won't be in violation for working on a private job that is later determined to be public work;
    - The inadvertent listing of an unregistered subcontractor on a bid won't necessarily invalidate that bid;
    - A contract with an unregistered contractor or subcontractor is subject to cancellation but is not void as to past work;
    - An unregistered contractor or subcontractor can be replaced with one who is registered;
    - A contractor whose registration lapses will have a 90 day grace period within which to pay a late fee and renew.
- Registrations will begin after July 1, 2014, once the registration system is ready to go online. The preferred method of payment will be by credit card.
- The requirement to list only registered contractors and subcontractors on bids becomes effective on March 1, 2015. The requirement to only use registered contractors and subcontractors on public works projects applies to all projects awarded on or after April 1, 2015.

Essentials of Public Works Enforcement Fund:

All contractor registration fees will go into the State Public Works Enforcement Fund and be used to fund the following items --

- administration of contractor registration requirement
- all DIR costs for administering and enforcing public works laws
- Labor Commissioner's enforcement of other Labor Code violations on monitored public works projects.

DIR will no longer charge awarding bodies for prevailing wage compliance monitoring and enforcement by the CMU. (*Note: DIR will continue to bill and collect fees from awarding agencies for CMU services provided through June 20, 2014.*)

Related changes in DIR's administration and enforcement of public works requirements:

- Requirements to use CMU or specified alternative (labor compliance program or project labor agreement) for state bond-funded and other specified projects have been eliminated and replaced by requirements that apply to all public works projects (as defined under the Labor Code).
- Awarding bodies are *now* required to submit PWC-100 (contract award notice) for all public works projects. (*This requirement previously applied to about 90% of all projects.*)
- Contractors and subcontractors on *all* public works projects will be required to submit certified payroll records (CPRs) to the Labor Commissioner unless excused from this requirement.
    - This requirement will be phased in as follows:
        - Applies immediately to public works projects that have already been under CMU monitoring, *i.e.* contractors on ongoing projects that have been submitting CPRs to the CMU will continue doing so
        - Will apply to any new projects awarded on or after April 1, 2015
        - May apply to other projects as determined by Labor Commissioner
        - Will apply to all public works projects, new or ongoing, on and after January 1, 2016
    - The Labor Commissioner may make exception to this requirement for
        - Projects covered by qualifying project labor agreement
        - Projects undertaken by one of four remaining awarding bodies with legacy LCPs (Caltrans, City of Los Angeles, County of Sacramento, and Los Angeles Unified School District), so long as those LCPs remain approved by DIR
    - CPRs will be furnished online (as is done currently for CMU). DIR intends to continue making improvements to this process, including creating a means for general contractors to have online access to the CPRs submitted by their subcontractors.
- Requirements for awarding bodies to adopt and enforce a DIR-approved LCP are now limited to: (1) public works projects awarded prior to January 1, 2012 that were under a preexisting LCP requirement; and (2) projects funded in whole or in part by Proposition 84.

LOCAL BUSINESS ENTERPRISE (LBE) PARTICIPATION REQUIREMENTS

(For City Contracts without federal funds)

I. LBE PARTICIPATION REQUIREMENT

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise (LBE) Preference Program to provide enhanced opportunities for the participation of LBEs in the City's contracting and procurement activities. On November 19, 2013, City Council increased the LBE preference percentage from 2% to 5% and authorized City departments to require minimum LBE participation levels in specific contracts. Under City Code section 3.60.270, when the bid specifications for a City contract establish a minimum participation level for LBEs, no bidder on the contract shall be considered responsive unless its bid meets the minimum LBE participation level required by the bid specifications.

The City has established **a minimum 5% participation level for LBEs on certain contracts of $100,000 or more as illustrated below.**

When Does the LBE Program Apply?

	Contracts Under $100,000			Contracts $100,000 or More			
	Supplies / Non-Professional	Professional	Public Projects	Supplies	Non-Professional	Professional	Public Projects
5% LBE Preference Applies to Bid Evaluation?	Yes	Yes	Yes	No	No	Yes	No
5% Minimum Participation Requirement? *	No	No	No	No	Yes	Yes	Yes

* Requirement may be waived by the City Manager or the City Manager's designee (e.g. Department Directors)

II. LBE QUALIFICATION

A. To meet the LBE participation requirement, bidders must meet the requirements for an LBE prior to the deadline for submission of bids.

B. Local Business Enterprise means a business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or other business entity that has a legitimate business presence in the City or unincorporated areas of Sacramento County. Proof of legitimate business presence in the City or unincorporated areas of Sacramento County shall include:

1. Be an established business entity operating in the City or unincorporated County of Sacramento for at least twelve (12) consecutive months prior to submission of bid; and
2. Having either :
    a. a principal business office or workspace; or
    b. regional, branch, or satellite office with at least one full-time employee located and operating legally in the city or unincorporated county of Sacramento.

III. LBE PARTICIPATION LEVEL REQUIREMENTS

A. LBE Participation: The percentage of LBE participation is determined based on the dollar value of the work to be performed. LBE credit may be obtained by utilizing LBE qualified subcontractors or suppliers as outlined below.

B. Participation Credit: To receive credit for participation: (1) an LBE subcontractor must be responsible for the execution of a distinct element of the work, must possess any license or certification required for the work, and must actually perform, manage, or supervise the work without subcontracting or otherwise shifting any portion of the work to another subcontractor; and (2) an LBE supplier must furnish materials or equipment that the supplier sells as a recurring, although not necessarily primary, part of its business, and that are necessary for performance of the work.

C Suppliers: Credit for an LBE supplier of materials or equipment is counted as 100% of the amount paid to the supplier for the materials or equipment. To receive this credit, LBE suppliers must be listed on the bidder's Subcontractor and LBE Participation Verification Form.

D. Subcontractors (including truckers): To receive credit for an LBE subcontractor, the subcontractor must be listed on the bidder's Subcontractor and LBE Participation Verification Form.

- Truckers: Credit for an LBE trucker is counted as 100% of the amount paid to the trucker for trucking services, not including any amount paid to the trucker for the cost of any materials or equipment being transported by the trucker.

IV. LBE REQUIREMENTS FOR CONTRACTOR

A. LBE Records: The Contractor shall maintain records of all subcontracts with verified LBE subcontractors and records of materials purchased from verified LBE suppliers for one year after receiving final payment from the City. Such records shall show the name and business address of each LBE subcontractor or supplier and the total dollar amount actually paid to each LBE subcontractor or supplier.

No later than 30 days after completion of the work performed under the contract, a summary of these records shall be prepared, certified correct by the Contractor's authorized representative and furnished to the City. The Contractor shall provide such

other information, records, reports, certifications or other documents as may be required by the City, to determine compliance with any provision of the LBE program or these specifications.

B. Performance of LBE Subcontractors and Suppliers: The LBEs listed by the Contractor shall perform the work and supply the materials or equipment for which they are listed, unless the Contractor has received prior written authorization from the City to perform the work with other forces or to obtain the materials or equipment from other sources. Reasons for requesting such authorization would include:

1. The listed LBE fails to execute a written contract based upon the general terms, conditions, plans, and specifications for the project.

2. The listed LBE becomes bankrupt or insolvent.

3. The listed LBE subcontractor fails to meet the bond requirements of the Contractor.

4. The work performed or the materials or equipment provided by the listed LBE are unsatisfactory or are not in accordance with the plans and specifications, or the listed LBE fails to perform its contractual obligations.

5. It would be in the best interest of the City.

C. Subcontractor Substitution: No substitution of an LBE subcontractor shall be made at any time without compliance with the Subletting and Subcontracting Fair Practices Act. If an LBE subcontractor is unable to perform successfully and is to be replaced, the Contractor shall make reasonable efforts to replace the original LBE subcontractor with another verified LBE subcontractor. The new LBE subcontractor must be verified at the time of substitution.

D. Reporting and Utilization Requirements and Sanctions: Failure to provide specific information, records, reports, certifications, or any other documents required for compliance with these specifications, or failure to utilize one or more LBEs in substantial compliance with the LBE utilization indicated in the Contractor's bid (unless otherwise authorized by the City as provided herein, or when such failure results from changes to the work approved by the City), shall be considered a breach of the contract. A deduction may be made from the contract amount and the deduction shall be not more than 10% of the value of the work or materials or equipment that the subject LBE(s) were listed to perform or provide in the Contractor's bid, and shall also be deducted from any payment due to the Contractor. This is in addition to any deduction that may be made under any other provision of the contract, the Sacramento City Code, or State law.

E. Hearing and Review of Division Manager Decision: Prior to making a deduction pursuant to Section IV (D), above, the City shall provide written notice of the proposed

deduction to the Contractor. The Contractor may, no later than five working days after receiving such notice, provide a written request to the City for a hearing to contest the proposed deduction. Upon receipt of a timely written request from the Contractor, the City shall schedule a hearing before the Division Manager (as defined in the City's Standard Specifications for Public Construction), and written notice of the date, time and location of the hearing shall be provided to the Contractor not less than five working days prior to the date of the hearing. The hearing shall be conducted in the manner specified in Section 4-8 of the Standard Specifications, and the Division Manager shall prepare and forward to the Contractor a written decision as soon as practicable after the hearing. The Division Manager's decision shall be subject to review in accordance with the provisions of Section 4-9 of the Standard Specifications. Failure to request such review in compliance with the requirements set forth in Section 4-9 shall constitute acceptance of the Division Manager's decision by the Contractor.

The written notices and requests described above shall be provided by registered or certified mail (return receipt requested), by facsimile, by personal delivery, or by any other method that provides reliable evidence of the date of receipt. Written notice provided by facsimile shall be deemed received on the date that it is transmitted and transmission is confirmed by the transmitting machine. Written notice provided by personal delivery shall be deemed received on the date of delivery.

V. DEFINITIONS

A. Local Business Enterprise (LBE): A business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or any other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento.

B. Contractor: The sole proprietorship, partnership, limited liability company, corporation, or any other business entity entering into a contract with the City of Sacramento.

C. Subcontractor: The sole proprietorship, partnership, limited liability company, corporation, or other business entity entering into a contract with the prime contractor to perform a portion of the work.

D. Supplier: The sole proprietorship, partnership, limited liability company, corporation, or other business entity to provide materials, equipment, or supplies necessary for performance of the work.

E. Proposal: Any response to a City solicitation for Proposals or Qualifications.

F. Bid: Any response to a City solicitation for bids.

G. Waiver: Request to department director to waive or reduce LBE participation requirement.

BID PROPOSAL FORMS

PLEASE REMOVE AND COMPLETE THE FOLLOWING DOCUMENTS AND SUBMIT AS THE BID PROPOSAL PACKAGE

BID PROPOSAL CHECKLIST

Included: Please (√)	Pages
☐ Bid Proposal Form	1 –4
☐ LBE Participation Program Prime Contractor Form **(NEW)**	1 only
☐ Subcontractor and LBE Participation Form **(NEW)**	1 only
☐ Bid Proposal Guarantee	1 only
☐ Drug Free Work Place Certification	1 only
☐ Minimum Qualifications Questionnaire	1 - 6
☐ Non-Discrimination in Employee Benefits Ordinance Certification	1 – 9
☐ SOV For Lump Sum landscape & irrigation items *	1 only

***Bidder generated document**

Provide a Schedule of Values (cost break-down) for each lump sum landscape and irrigation item(s). The Schedule of Values (cost break-down) shall be provided by 4:00 p.m. on the fourth working day after the bid opening. If the lump sum item cost break-down is not submitted within the specified time, the bid will be deemed as non-responsive. The cost break-down shall be submitted to the Contracts Manager, Jose R. Ledesma at 915 I Street, Suite 2000, Sacramento, CA 95814, it may also be e-mailed to jledesma@cityofsacramento.org

Olympic Land Construction

TO THE HONORABLE CITY COUNCIL
SACRAMENTO, CALIFORNIA:

In compliance with the Contract Documents, the undersigned hereby proposes to furnish all required labor, materials, supervision, transportation, equipment, services, taxes and incidentals required for:

CERVANTES PARK EXPANSION PROJECT
(K15125100)

in the City and County of Sacramento, California.

The Work is to be done in strict conformity with the Contract Documents now on file in the Office of the City Clerk, for the following sum:

Item No.	Item Description	Unit of Measure	Final Pay [F]	Estimated Quantity	Unit Price	Total Amount
1	Preconstruction Photographs	LS		1	$502.50	$502.50
2	Roadway Excavation and Grading	CY	[F]	450	$95.00	$42,750.00
3	Landscape Fill To Place	CY		200	$78.00	$15,600.00
4	Aggregate Base (Class 2) To Place	TON		300	$63.00	$18,900.00
5	Asphalt Concrete (3/4") Pavement To Place	TON		50	$250.00	$12,500.00
6	3-1/2" PCC Sidewalk To Construct	SF		1320	$5.50	$7,260.00
7	3-1/2" Scored PCC Sidewalk To Construct	SF		1320	$9.25	$12,210.00
8	Curb and Gutter Type 2 To Construct	LF		253	$28.50	$7,210.50
9	Curb Ramp to Construct	SF	[F]	470	$14.00	$6,580.00
10	Truncated Domes to Place	EA		7	$595.00	$4,165.00
11	Construct Sidewalk Barricade	EA		1	2,400.00	2,400.00
12	Traffic Stripes and Traffic Markings To Remove	LS		1	$500.00	$500.00
13	Thermoplastic Traffic Stripe (Detail 8) To Place	LF	[F]	50	$2.50	$125.00
14	Thermoplastic Traffic Stripe (Detail 22) To Place	LF	[F]	20	$6.25	$125.00
15	Thermoplastic Traffic Stripe (4" White) To Place	LF	[F]	275	$3.60	$990.00
16	Thermoplastic Traffic Stripe (12" Crosswalk) To Place	LF	[F]	145	$4.80	$696.00
17	Thermoplastic Pavement Marking To Place	SF	[F]	44	$9.75	$429.00

18	Traffic Sign To Place	EA		4	$336.00	$1,344.00
19	Traffic Sign To Relocate	EA		3	$180.00	$540.00
20	Traffic Sign To Remove	EA		2	$110.00	$220.00
21	Drain Inlet to Remove	EA		1	$950.00	$950.00
22	Storm Drain Pipe To Remove	EA		1	$1,450.00	$1450.00
23	Type B (Mod) Drain Inlet To Construct	EA		3	$3,120.00	$9,360.00
24	10" PVC Drain Pipe To Place	**LF**		**150**	$216.00	$32,400.00
25	Maintenance Hole (No. 4) To Construct	EA		1	$33,460.00	33,460.00
26	2" Conduit for Future Electrical Service	LF		23	$10.00	$230.00
27	Street Light Installation And Relocation	LS		1	$13,900.00	$13,900.00
28	2" Water Meter and Backflow Preventer	LS		1	$4,000.00	$4,000.00
29	2" Irrigation Vacuum Breaker Assembly	LS		1	$2,600.00	$2,600.00
30	Irrigation System	LS		1	$13,000.00	$13,000.00
31	Solar Powered Irrigation Controller	LS		1	$6,000.00	$6,000.00
32	Drinking Fountain	LS		1	$9,500.00	$9,500.00
33	Art Footing, Pedestal, and Installation	ALLOW		1	$5,000.00	$5,000.00
34	9" Concrete Mow Curb	LS		1	$1,920.00	$1,920.00
35	Stabilized Decomposed Granite Pavement	LS		1	$2,000.00	$2,000.00
36	Trees	LS		1	$2,880.00	$2,880.00
37	Shrub and Groundcover Areas	LS		1	$2,500.00	$2,500.00
38	Bark Mulch	LS		1	$1,900.00	$1,900.00
39	Lawn Sodding	LS		1	$1,500.00	$1,500.00
40	6" Bench	LS		1	$3,900.00	$3900.00
41	Landscape Maintenance (30 Days)	LS		1	$1,500.00	$1,500.00

[F] – denotes final pay quantity

CONTRACTOR NAME: Olympic Land Construction TOTAL $ 284,997.00

It is understood that this Bid Proposal is based upon completion of the Work within a period of **TWENTY (20) WORKING DAYS,** commencing on the date set forth in the written Notice to Proceed issued by the City

to the Contractor. The Contractor is hereby notified and reminded that per City Contract requirements, the City will issue a Notice to Proceed within 15 calendar days of execution of contract by City. Contact work days will start immediately on the date of the Notice to Proceed. Attached is a sample of a Notice to Proceed.

Provide a Schedule of Values (cost break-down) for each lump sum landscape and irrigation item(s). The Schedule of Values (cost break-down) shall be provided by 4:00 p.m. on the fourth working day after the bid opening. If the lump sum item cost break-down is not submitted within the specified time, the bid will be deemed as non-responsive. The cost break-down shall be submitted to the Contracts Manager, at 915 I Street, Suite 2000, Sacramento, CA 95814.

In determining the amount bid by each bidder, the City may disregard mathematical errors in addition, subtraction, multiplication, and division that appear obvious on the face of the Proposal. When such a mathematical error appears on the face of the Proposal, the City shall have the right to correct such error and to compute the total amount bid by said bidder on the basis of the corrected figure or figures.

The City Council may reject any and all bids and waive any informalities or minor irregularities in the bids.

When an item price is required to be set forth in the Proposal, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the Engineer's estimate of the quantity of work to be performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the City, such a procedure would be inconsistent with the policy of the bidding procedure. The total paid for each such item of work shall be based upon the item price and not the total price. Should the Proposal contain only total price for the item and the item price is omitted, the City shall determine the item price by dividing the total price for the item by the Engineer's estimate of the estimated quantities of work to be performed as items of work.

If the Proposal contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the Proposal shall be disregarded.

The undersigned has examined the location of the proposed Work, the local conditions at the place where the Work is to be done, is familiar with the Contract Documents and is familiar and expressly agrees to the liquidated damages provision of the Contract Documents.

The undersigned has checked carefully all of the foregoing figures and understands that the City of Sacramento will not be responsible for any errors or omissions on the part of the undersigned in making up this Bid Proposal.

Enclosed is a Bid Proposal Guarantee, as required, consisting of a bidder's bond or other acceptable security for not less than ten percent (10%) of the amount Bid Proposal.

The undersigned agrees that all addenda received and acknowledged herein shall become a part of and be included in this Bid Proposal. This Bid Proposal includes the following addenda:

Add. #	1	DATE	7/16/2015
Add. #	N/A	DATE	N/A
Add. #	N/A	DATE	N/A

NOTE: State whether your concern is a corporation, a co-partnership, private individual, or individuals doing business under a firm name.

Private Individual

If the Bidder is a corporation, the Bid Proposal must be executed in the name of the corporation and must be signed by a duly authorized officer of the corporation.

If the Bidder is a partnership, the Bid Proposal must be executed in the name of the partnership and one of the partners must subscribe their signature thereto as the authorized representative of the partnership.

AMOUNT OF BID PROPOSAL GUARANTEE ENCLOSED:

($ 26,500) not less than ten percent (10%) of amount Bid Proposal

____ CERTIFIED CHECK
____ CASHIER'S CHECK
✓ BID BOND
____ MONEY ORDER
____ OTHER SECURITY

CONTRACTOR:

By _____ (Signature)

Pantelis Kallergis
(Print or Type)

Title Owner
Address 2442 North Ave
Sacramento, CA 95838
Telephone No. 916-972-7148

Fax No. 916-927-5769

Email Address estimating@olympicland.com

FOR CITY USE ONLY

Bid Bond Security
☐ Properly Signed ☐ *Improperly Signed*
☐ *Not Included* ☐ Not Required

Type of Deposit
☑ Bid Bond ☐ Cashier/Certified Check
☐ Other ____ Initial: ____

Date July 22, 2015

Contractor's License No. 424828 Type A, C-27
Expiration Date July 31, 2016
Tax I.D. Nos.- Fed. 94-2913782 State 307-2470-2
City of Sacramento Business Operation Tax Certificate No. 93316
(City will not award contract if Certificate Number is missing.)

Please indicate if you are any of the following:

EBE____ Cert #____ SBE ✓ Cert # 2507

UDBE____ Cert #____ M/WBE____ Cert #____

City of SACRAMENTO
Department of Public Works

DRUG-FREE WORKPLACE POLICY AND AFFIDAVIT

BID PROPOSAL MAY BE DECLARED NONRESPONSIVE IF THIS FORM (COMPLETED) IS NOT ATTACHED.
Pursuant to City Council Resolution CC90-498 dated 6/26/90 the following is required.

The undersigned contractor certifies that it and all subcontractors performing under this Agreement will provide a drug-free workplace by:

1. Publishing a "Drug-Free Workplace" statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Establishing a Drug-Free Awareness Program to inform employees about:

   a. The dangers of drug abuse in the workplace.
   b. The contractor's policy of maintaining a drug-free workplace.
   c. Any available drug counseling, rehabilitation, and employee assistance program.
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Notify employees that as a condition of employment under this Agreement, employees will be expected to:

   a. Abide by the terms of the statement.
   b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace.

4. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy on the "Drug-Free Workplace" statement.

5. Taking one of the following appropriate actions, within thirty (30) days of receiving notice from an employee or otherwise receiving such notice, that said employee has received a drug conviction for a violation occurring in the workplace:

   a. Taking appropriate disciplinary action against such an employee, up to and including termination; or
   b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other appropriate agency.

* I certify that no person employed by this company, corporation, or business has been convicted of any criminal drug statute violation on any job site or project where this company, corporation or business was performing was within three years of the date of my signature below.

EXCEPTION: N/A _____ _____
Date **Violation Type** **Place of Occurrence**

If additional space is required use back of this form.

*** The above statement will also be incorporated as a part of each subcontract agreement for any and all subcontractors selected for performance on this project.**

IN THE EVENT THIS COMPANY, CORPORATION, OR BUSINESS IS AWARDED THIS CONSTRUCTION AGREEMENT, AS A RESULT OF THIS BID; THE CONTRACTOR WITH HIS/HER SIGNATURE REPRESENTS TO THE CITY THAT THE INFORMATION DISCLOSED IN THIS DOCUMENT IS COMPLETE AND ACCURATE. IT IS UNDERSTOOD AND AGREED THAT FALSE CERTIFICATION IS SUBJECT TO IMMEDIATE TERMINATION BY THE CITY.

The Representations Made Herein On This Document Are Made Under Penalty Of Perjury.

CONTRACTOR'S NAME: Olympic Land Construction

BY: _____ Owner **Date:** July 22, 2015
Signature **Title**

Effects of violations: **a.** Suspension of payments under the Agreement. **b.** Suspension or termination of the Agreement. **c.** Suspension or debarment of the contractor from receiving any Agreement from the City of Sacramento for a period not to exceed five years.

FM 681
(Rev. 10/5/01)

City of
SACRAMENTO

Subcontractor and Local Business Enterprise Participation Form
For Public Projects over $100,000 (use only base bid amount to estimate dollar value)
THIS FORM MUST BE SUBMITTED WITH THE SEALED BID PROPOSAL

To be eligible for award of this contract, the bidder shall list the business entities used to attain the 5% LBE requirement. Additionally, the bidder shall list all other subcontractors who perform work, render service, or provide materials in an amount in excess of one-half of 1 percent of the total bid amount. In the case of bids for the construction of streets and highways, including bridges, subcontractors whose subcontract value exceeds one-half of 1 percent of the total bid or ten thousand dollars ($10,000), whichever is greater, shall be listed. Estimated dollar values shall be provided for all work / services listed. The failure to attain the 5% LBE participation or the inclusion of false information or the omission of required information will render the bid non-responsive.

Prime Contractor Name	OLympic Land Construction
Prime Contractor Address	2442 North Ave. Sacramento, CA 95838
(REQUIRED) Prime Contractor DIR Registration #	1000003259

Date	July 22, 2015
Bid Amount	$ 284,997
Is Prime LBE?	☑ Yes ☐ No

		Subcontractor DIR Registration # (subject to verification)	LBE?	Type of Work, Services, or Supplies to be provided to complete contract	Estimated Dollar Value of Work, Services or Supplies to be Performed of Provided
Business Name	Midstate Engineering	1000011687	☐ Yes ☑ No	Drainage	$ 62,000.00
License Number	601330				
Address	8322 Wise Rd.				
City, State, Zip	Auburn CA 95603				
Contact Person	Garry Smith				
Phone	530-823-2107				
Business Name	Harrison Concrete Cutting	1000002611	☐ Yes ☑ No	Demo	$ 8,500.00
License Number	764041				
Address	33522 CO Rd. 24				
City, State, Zip	Woodland CA 95695				
Contact Person	Steve Phipps				
Phone	530-662-2185				
Business Name	Striping Graphics	1000006495	☐ Yes ☑ No	Striping & Signage	$ 4,100.00
License Number	576756				
Address	501 Aaron St				
City, State, Zip	Cotati CA 94931				
Contact Person	Rudy Loomis				
Phone	707-753-0812				

COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY

I hereby certify that each subcontractor listed on this Subcontractor and LBE Participation Form has been notified that it has been listed and has consented in writing to its name being submitted for this contract. The Prime Contractor also certifies that it will notify each subcontractor listed on this Form in writing if the contract award is made to the Prime Contractor, and will make all documentation relevant to the subcontractor and LBE participation available to City of Sacramento upon request. The Prime Contractor further certifies that all of the information contained in this Form is true and correct and acknowledges that the City will rely on the accuracy of this information in awarding the contract.

PRINCIPAL OF FIRM:

Signature	Title	Date
	Owner	7/22/2015

Form Revised 3/9/15

City of
SACRAMENTO

Subcontractor and Local Business Enterprise Participation Form
For Public Projects over $100,000 (use only base bid amount to estimate dollar value)
THIS FORM MUST BE SUBMITTED WITH THE SEALED BID PROPOSAL

To be eligible for award of this contract, the bidder shall list the business entities used to attain the 5% LBE requirement. Additionally, the bidder shall list all other subcontractors who perform work, render service, or provide materials in an amount in excess of one-half of 1 percent of the total bid amount. In the case of bids for the construction of streets and highways, including bridges, subcontractors whose subcontract value exceeds one-half of 1 percent of the total bid or ten thousand dollars ($10,000), whichever is greater, shall be listed. Estimated dollar values shall be provided for all work / services listed. The failure to attain the 5% LBE participation or the inclusion of false information or the omission of required information will render the bid non-responsive.

Prime Contractor Name	OLympic Land Construction	Date	July 22, 2015
Prime Contractor Address	2442 North Ave. Sacramento, CA 95838	Bid Amount	$ 284,997
(REQUIRED) Prime Contractor DIR Registration #	1000003259	Is Prime LBE?	☑ Yes ☐ No

		Subcontractor DIR Registration # (subject to verification)	LBE?	Type of Work, Services, or Supplies to be provided to complete contract	Estimated Dollar Value of Work, Services or Supplies to be Performed of Provided
Business Name	Gray Electric	1000003375	☐ Yes ☑ No	Electrical	$ 11,000.00
License Number	585679				
Address	12911 Coma Rica Dr.				
City, State, Zip	Grass Valley CA 95945				
Contact Person	Travis Baker				
Phone	530-278-0686				
Business Name	B & B Asphalt	1000001902	☑ Yes ☐ No	Asphalt	$ 10,000.00
License Number	590302				
Address	6610 Asher Ln				
City, State, Zip	Sacramento, CA 95828				
Contact Person	Tracy Commings				
Phone	916-383-2888				
Business Name			☐ Yes ☐ No		$
License Number					
Address					
City, State, Zip					
Contact Person					
Phone					

COPY AND ATTACH ADDITIONAL SHEETS AS NECESSARY

I hereby certify that each subcontractor listed on this Subcontractor and LBE Participation Form has been notified that it has been listed and has consented in writing to its name being submitted for this contract. The Prime Contractor also certifies that it will notify each subcontractor listed on this Form in writing if the contract award is made to the Prime Contractor, and will make all documentation relevant to the subcontractor and LBE participation available to City of Sacramento upon request. The Prime Contractor further certifies that all of the information contained in this Form is true and correct and acknowledges that the City will rely on the accuracy of this information in awarding the contract.

PRINCIPAL OF FIRM:

	Owner	7/22/2015
Signature	Title	Date

Form Revised 3/9/15

LOCAL BUSINESS ENTERPRISE (LBE) PARTICPATION PROGRAM

NOTE: Proposers must provide responses to the following items. Failure to provide a response to each of the items in this section may be grounds for rejection of the proposal.

1. LBE FIVE PERCENT (5%) PARTICIPATION

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise (LBE) Preference Program to provide enhanced opportunities for the participation of local business enterprises (LBEs) in the City's contracting and procurement activities. On November 19, 2013, City Council increased the LBE preference and authorized City departments to require minimum LBE participation levels in individual contracts. Under City Code section 3.60.270 , when the bid specifications for a City contract establish a minimum participation level for LBEs, no bidder on the contract shall be considered responsive unless its bid meets the minimum LBE participation level required by the bid specifications.

The City has established a minimum 5% participation level for LBEs on this contract. Pursuant to City Code Section 3.60.270, no bidder on this contract shall be considered responsive unless its bid meets or exceeds this minimum participation level.

Local Business Enterprise means a business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento. Evidence of legitimate business presence in the city or unincorporated county of Sacramento shall include:

1. Having a current City of Sacramento Business Operation Tax or County of Sacramento Business License; and
2. Having either of the following types of offices or workspace operating legally within the city or unincorporated county of Sacramento:
    a. The LBE's principle business office or workspace; or
    b. The LBE's regional, branch or satellite office with at least one full time employee located in the city or unincorporated county of Sacramento.

A. LOCAL BUSINESS ENTERPRISE (LBE)

Is the firm submitting the bid qualified as a local business enterprise? Check the appropriate box below:

☑ **YES** - the firm submitting the bid is qualified as a local business enterprise.

☐ **NO** - the firm submitting the bid is not qualified as a local business enterprise.

If the response to the above is YES, provide the City of Sacramento Business Operations Tax Certificate Number and/or County of Sacramento Business License Number:

93316

If the response to the above is YES, provide a current copy of the City of Sacramento Business Operations Tax Certificate and/or County of Sacramento Business License.

If the response to the above is YES, provide business office or workspace address*:

2442 North Ave

Sacramento, CA 95838

* Address must be a physical address for the basis of location, this excludes P.O. Box addresses.

MUST BE POSTED IN CONSPICUOUS PLACE

City of SACRAMENTO

93316

93316

BUSINESS OPERATIONS TAX CERTIFICATE

		FROM Mo. Day Yr.	TO Mo. Day Yr.
Business Name	OLYMPIC LANDSCAPING		
Business Address	2442 NORTH AVE		
Owner	KALLERGIS, PANTELIS	07/01/2014	06/30/2015
Type of Business	LANDSCAPING/IRRIGATION CONST		
Tax Classification	401		Expires

CITY OF SACRAMENTO

JUN 01 2014

IF NOT VALIDATED

PAID

TOTAL PAID: $60.72

OLYMPIC LANDSCAPING
2442 NORTH AVE
SACRAMENTO, CA 95838-3137

THIS STUB MAY BE FOLDED/DETACHED BEFORE POSTING

This certificate is not to be construed as a business license or imply that the City of Sacramento has investigated, or approves or recommends, the holder of this certificate. Any representation to the contrary is fraudulent. (This certificate must be renewed within 30 days of expiration).

Local status is applicable to the following:

- Any Sacramento addresses which encompasses both the City & unincorporated Sacramento County – including neighborhoods like Rosemont, Antelope, Foothill Farms & Walerga.
- North Highlands
- Carmichael
- Fair Oaks
- Orangevale

NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits By City Contractors Ordinance (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding $25,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed. The provisions apply only to those employee(s) actually working on the City contract and only for the actual amount of time the employee(s) spend working on such contract.

The Ordinance does not apply: to subcontractors or subcontracts of any Contractor or contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to contracts for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

DEFINITIONS

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use of occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

"Contractor" means any person or persons, firm partnership or corporation, company , or combination thereof, that enters into a Contract with the City. "Contractor" does not include a public entity.

"Domestic Partner" means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

"Employee Benefits" means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees;. "Employee benefits" shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

CONTRACTOR'S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee's name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

(a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form (attachment "A"), signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.

(b) The Contractor shall give each existing employee working directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as attachment "B."

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as attachment "C."

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

Olympic Land Construction
Name of Contractor

2442 North Ave. Sacramento, CA 95838
Address

The above named contractor ("Contractor") hereby declares and agrees as follows:

1. I have read and understand the Non-Discrimination In Employee Benefits By City Contractors Ordinance ("Ordinance") provided to me by the City of Sacramento ("City") in connection with the City's request for proposals or other solicitations for the performance of services, or for the provision of commodities, under a City contract or agreement ("Contract").

2. As a condition of receiving the City Contract, I agree to fully comply with the requirements of the Ordinance, codified as Chapter 3. 54 of the Sacramento City Code.

3. If the face amount of this City Contract is less than $100,000.00 as a condition of receiving this Contract, I agree to notify the City in writing if the aggregate value of the City Contract referenced herein, after changes, modifications, or similar actions, equals or exceeds $100,000.00 in total value.

4. I understand, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance, are any of the following:

   a. Bereavement Leave
   b. Disability, life, and other types of insurance
   c. Family medical leave
   d. Health benefits
   e. Membership or membership discounts
   f. Moving expenses
   g. Pension and retirement benefits
   h. Vacation
   i. Travel benefits
   j. Any other benefit offered to employees

   I agree that should I offer any of the above listed employee benefits, that I will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

5. I understand that I will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:

   a. In the event that the actual cost of providing a benefit to a domestic partner or spouse, exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, I will not be required to provide the benefit, nor shall it be deemed discriminatory, if I require the employee to pay the monetary difference in order to provide the benefit to

the domestic partner or to the spouse.

b. In the event I am unable to provide a certain benefit, despite taking reasonable measures to do so, if I provide the employee with a cash equivalent, I will not be deemed to be discriminating in the application of that benefit.

c. If I provide employee benefits neither to employee's spouses nor to employee's domestic partners.

d. If I provide employee benefits to employees on a basis unrelated to marital or domestic partner status.

e. If I submit, to the Program Coordinator, written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies which are to be enacted before the first effective date after the first open enrollment process following the date the Contract is executed with the City.

   I understand that any delay in the implementation of such policies may not exceed one (1) year from the date the Contract is executed with the City, and applies only to those employee benefits for which an open enrollment process is applicable.

f. Until administrative steps can be taken to incorporate, in the infrastructure, nondiscrimination in employee benefits

   The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date the Contract is executed with the City.

g. Until the expiration of a current collective bargaining agreement(s) where, in fact, employee benefits are governed by a collective bargaining agreement(s).

h. I take all reasonable measures to end discrimination in employee benefits by either requesting the union(s) involved agree to reopen the agreement(s) in order for me to take whatever steps are necessary to end discrimination in employee benefits or by my ending discrimination in employee benefits without reopening the collective bargaining agreement(s).

i. In the event I cannot end discrimination in employee benefits despite taking all reasonable measures to do so, I provide a cash equivalent to eligible employees for whom employee benefits (as listed previously), are not available.

   Unless otherwise authorized in writing by the City Manager, I understand this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or no longer than three (3) months from the date the Contract is executed with the City.

6. I understand that failure to comply with the provisions of Section 5. (a) through 4. (i), above, will subject me to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full; deemed ineligible for future contracts for up to two (2) years; the imposition of a penalty, payable to the City, in the sum of $50.00 for each employee,

for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.

7. I understand and do hereby agree to provide each current employee and, within ten (10) days of hire, each new employee, of their rights under the Ordinance. I further agree to maintain a copy of each such letter provided, in an appropriate file for possible inspection by an authorized representative of the City. I also agree to prominently display a poster informing each employee of these rights.

8. I understand that I have the right to request an exemption to the benefit provisions of the Ordinance when such a request is submitted to the Procurement Services Division, in writing with sufficient justification for resolution, prior to contract award.

   I further understand that the City may request a waiver or exemption to the provisions or requirements of the Ordinance, when only one contractor is available to enter into a contract or agreement to occupy and use City property on terms and conditions established by the City; when sole source conditions exist for goods, services, public project or improvements and related construction services; when there are no responsive bidders to the EBO requirements and the contract is for essential goods or services; when emergency conditions with public health and safety implications exist; or when the contract is for specialized legal services if in the best interest of the City.

9. In consideration of the foregoing, I shall defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the City's Equal Benefits Requirements or of the Ordinance by me.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind the Contractor to the provisions of this Declaration.

Signature of Authorized Representative

7/22/2015
Date

Pantelis Kallergis
Print Name

Owner
Title

YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

On ..... (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for ..... (contract details), and as a condition of that contract, agreed to abide by the requirements of the City's Non-Discrimination In Employee Benefits By City Contractors Ordinance (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

You May . . .

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

  City of Sacramento
  Contract Services Unit
  915 I St, 2nd Floor
  Sacramento, CA 95814-2714

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:

  - Reinstatement, injunctive relief, compensatory damages and punitive damages

  - Reasonable attorney's fees and costs

YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS BY CITY CONTRACTORS ORDINANCE

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

If you feel you have been discriminated against by your employer . . .

You May . . .

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

  City of Sacramento
  Contract Services Unit
  915 I St, 2nd Floor
  Sacramento, CA 95814-2714

- Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . .

You May Also . . .

Submit a written complaint to the City of Sacramento, Contract Services Unit, at the same address, containing the details of the alleged violation.

Title VI Language

APPENDIX A
During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) ***Compliance with Regulations:***
The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) ***Nondiscrimination:***
The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) ***Solicitations for Subcontracts, Including Procurements of Materials and Equipment:***
In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) ***Information and Reports:***
The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the (Recipient) or the (Name of Appropriate Administration) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the (Recipient), or the (Name of Appropriate Administration) as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) ***Sanctions for Noncompliance:***
In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the (***Recipient***) shall impose such contract sanctions as it or the (***Name of Appropriate Administration***) may determine to be appropriate, including, but not limited to:

- **(a)** withholding of payments to the contractor under the contract until the contractor complies, and/or
- **(b)** cancellation, termination or suspension of the contract, in whole or in part.

(6) ***Incorporation of Provisions:***
The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the (***Recipient***) or the (***Name of Appropriate Administration***) may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the (***Recipient***) to enter into such litigation to protect the interests of the (***Recipient***), and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

MINIMUM QUALIFICATIONS QUESTIONNAIRE

Sacramento City Code Section 3.60.020 authorizes the Sacramento City Council to adopt standard minimum qualifications for bidders on competitively bid public works construction projects, and requires, among other provisions, that a bidder meet such minimum qualifications at the time of bid opening in order to bid. On July 31, 2007, the City Council adopted Resolution No. 2007-574 establishing these standard minimum qualifications. Pursuant to City Code section 3.60.020, a bidder failing to meet these minimum qualifications at the time of bid opening shall not be considered a responsible bidder for purposes of bidding on the subject project.

All bidders must demonstrate compliance with the minimum qualifications established by Resolution No. 2007-574 by completing all of the questions contained in this questionnaire. Bidder responses shall be limited to those operating business units, offices, branches and/or subsidiary divisions of the bidder that will be involved with the performance of any project work if awarded the contract. If a bidder answers "yes" to any single question, fails to submit a fully completed questionnaire, or submits false information, this will result in a determination that the minimum qualifications are not met, and the bidder shall not be considered a qualified bidder for purposes of bidding on this contract. If two or more entities submit a bid on a contract as a Joint Venture, each entity within the Joint Venture must separately meet these minimum qualifications for the Joint Venture to be considered a qualified bidder.

The City of Sacramento ("City") shall make its determination on the basis of the submitted questionnaire, as well as any relevant information that is obtained from others or as a result of investigation by the City. While it is the intent of this questionnaire to assist the City in determining whether bidders possess the minimum qualifications necessary to submit bids on the City's competitively bid public works construction contracts, the fact that a bidder submits a questionnaire demonstrating that it meets these minimum qualifications shall not in any way limit or affect the City's ability to: (1) review other information contained in the bid submitted by the bidder, and additional relevant information, and determine whether the contractor is a responsive and/or responsible bidder; or (2) establish pre-qualification requirements for a specific contract or contracts.

By submitting this questionnaire, the bidder consents to the disclosure of its questionnaire answers: (i) to third parties for purposes of verification and investigation; (ii) in connection with any protest, challenge or appeal of any action taken by the City; and (iii) as required by any law or regulation, including without limitation the California Public Records Act (Calif. Gov't Code sections 6250 et seq.). Each questionnaire must be signed under penalty of perjury in the manner designated at the end of the form, by an individual who has the legal authority to bind the bidder submitting the questionnaire. If any information provided by a bidder becomes inaccurate, the bidder shall immediately notify the City and provide updated accurate information in writing, under penalty of perjury.

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

QUESTIONNAIRE

NOTICE: **For firms that maintain other operating business units, offices, branches and/or subsidiary divisions that will not be involved with the performance of any project work if the firm is awarded the contract, references hereafter to "your firm" shall mean only those operating business units, offices, branches and/or subsidiary divisions that will be involved with the performance of any project work.**

All of the following questions regarding "your firm" refer to the firm (corporation, partnership or sole proprietor) submitting this questionnaire, as well as any firm(s) with which any of your firm's owners, officers, or partners are or have been associated as an owner, officer, partner or similar position within the last five years
The firm submitting this questionnaire shall not be considered a responsible bidder if the answer to any of these questions is "yes", or if the firm submits a questionnaire that is not fully completed or contains false information.

1. **Classification & Expiration Date(s) of California** Contractor's License Number(s) held by firm:

   A, C-27 Exp: July 31, 2016 #424828

2. Has a contractor's license held by your firm and/or any owner, officer or partner of your firm been revoked at anytime in the last five years?

   ☐ Yes ☑ No

3. Within the last five years, has a surety firm completed a contract on your firm's behalf, or paid for completion of a contract to which your firm was a party, because your firm was considered to be in default or was terminated for cause by the project owner?

   ☐ Yes ☑ No

4. At the time of submitting this minimum qualifications questionnaire, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either California Labor Code section 1777.1 (prevailing wage violations) or Labor Code section 1777.7 (apprenticeship violations)?

   ☐ Yes ☑ No

5. At any time during the last five years, has your firm, or any of its owners, officers or partners been convicted of a crime involving the awarding of a contract for a government construction project, or the bidding or performance of a government contract?

   ☐ Yes ☑ No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

6. Answer <u>either</u> subsection A or B, as applicable:

A. Your firm has completed three or more government construction contracts in Sacramento County within the last five years: Within those five years, has your firm been assessed liquidated damages on three or more government construction contracts in Sacramento County for failure to complete contract work on time?

NOTE: If there is a pending administrative or court action challenging the assessment of liquidated damages on a government contract within the last five years, you need not include that contract in responding to this question.

☐ Yes ☑ No ☐ Not applicable

OR

B. Your firm has not completed at least three government construction contracts in Sacramento County within the last five years: Within the last three years, has your firm been assessed liquidated damages on three or more government construction contracts for failure to complete contract work on time?

NOTE: If there is a pending administrative or court action challenging an assessment of liquidated damages on a government contract within the last three years, you need not include that contract in responding to this question.

☐ Yes ☑ No ☐ Not applicable

7. In the last three years has your firm been debarred from bidding on, or completing, any government agency or public works construction contract for any reason?

NOTE: If there is a pending administrative or court action challenging a debarment, you need not include that debarment in responding to this question.

☐ Yes ☑ No

8. Has CAL OSHA assessed a total of three or more penalties against your firm for any "serious" or "willful" violation occurring on construction projects performed in Sacramento County at any time within the last three years?

NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

☐ Yes ☑ No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

9. Answer either subsection A or B, as preferred:

A. In the last three years has your firm had a three year average Workers' Compensation experience modification rate exceeding 1.1?

☐ Yes ☑ No

OR

B. In the last three years has your firm had a three-year average incident rate for total lost workday cases exceeding 10?

NOTE: Incident rates represent the number of lost workday cases per 100 full-time workers and is to be calculated as: (N/EH) x 200,000, where

N	=	**number of lost workday cases (as defined by the U.S. Dept. of Labor, Bureau of Labor Statistics)**
EH	=	**total hours worked by all employees during the calendar year**
200,000	=	**base for 100 equivalent full-time working (working 40 hours per week, 50 weeks per year)**

☐ Yes ☑ No

10. In the past three years, has the federal EPA, Region IX or a California Air Quality Management District or Regional Water Quality Control Board assessed penalties three or more times, either against your firm, or against the project owner for a violation resulting in whole or in part from any action or omission by your firm on a project on which your firm was a contractor in Sacramento County?

NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

☐ Yes ☑ No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

11. In the past three years, has the federal EPA, Region IX or a California Air Quality Management District or Regional Water Quality Control Board assessed a single penalty of $100,000 or more, either against your firm, or against the project owner for a violation resulting in whole or in part from any action or omission by your firm on a project on which your firm was the contractor in Sacramento County?

NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

☐ Yes ☑ No

12. In the past three years, have civil penalties been assessed against your firm pursuant to California Labor Code 1777.7 for violation of California public works apprenticeship requirements, three or more times?

NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

☐ Yes ☑ No

13. In the past three years, has a public agency in California withheld contract payments or assessed penalties against your firm for violation of public works prevailing wage requirements, three or more times?

NOTE: If there is a pending administrative or court action appealing a withholding or penalty assessment, you need not include that withholding or penalty assessment in responding to this question.

☐ Yes ☑ No

14. Has your firm been assessed penalties for violation of public works prevailing wage requirements in California, in an aggregate amount for the past three years of $50,000 or more?

NOTE: If there is a pending administrative or court action appealing a penalty assessment, you need not include that penalty assessment in responding to this question.

☐ Yes ☑ No

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

VERIFICATION AND SIGNATURE

I, the undersigned, certify and declare that I have read all the foregoing answers to this Minimum Qualifications Questionnaire, and know their contents. The matters stated in these Questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signed at Sacramento, CA, on 7/22/2015.
(Location) (Date)

Signature: _____

Print name: Pantelis Kallergis

Title: Owner

NOTE: If two or more entities submit a bid on a contract as a Joint Venture, each entity within the Joint Venture must submit a separate Minimum Qualifications Questionnaire.

FOR CITY CLERK USE ONLY

RESOLUTION NO.: 2007-574

DATE ADOPTED: July 31, 2007

City of SACRAMENTO
Department of Public Works

KNOW ALL MEN BY THESE PRESENTS,

That we, Olympic-Land Construction, Inc.

as Principal, and Great American Insurance Company

a corporation duly organized under the laws of the State of Ohio and _____ duly licensed to become sole surety on bonds required or authorized by the State of California, as Surety, are held and firmly bound unto the City of Sacramento, hereinafter called the City, in the penal sum of ten percent (10%) of the (BASE OR LUMP SUM) Proposal of the Principal above named, or other amount as set forth in the Invitation to Bidders, submitted by said Principal to the City for the Work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH
That whereas the Principal has submitted the above-mentioned Proposal to the City, for which Proposals are to be opened by the City Clerk's Office, City of Sacramento, located at 915 I Street, Historic City Hall, Closed Session Room #CH1104, Sacramento, CA 95814 up to the hour of 2:00 p.m. on July 22, 2015 for the Work specifically described as follows:

CERVANTES PARK EXPANSION PROJECT
(PN: K15125100)

NOW, THEREFORE, if the aforesaid Principal is awarded the Contract and within the time and manner required under the Contract Documents, enters into a written Contract, in the prescribed form, in accordance with the Proposal, and files two (2) bonds with the City, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and files the required insurance policies with the City, all as required by the Contract Documents or by law, then the obligation shall be null and void; otherwise it shall be and remain in full force and effect.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court, which sums shall be additional to the principal amount of this bond.

IN WITNESS THEREOF We have hereunto set our hands and seal this 17th day of July 20 15.

Olympic-Land Construction, Inc.
(Contractor) (Seal)
By _____
Title owner

ORIGINAL APPROVED AS TO FORM:

_____
City Attorney

Great American Insurance Company
(Surety) (Seal)
By _____
Title John J. Daley; Attorney-In-Fact
Agent Name and Address Poms and Associates Insurance Brokers, LLC
Agent Phone # (925) 338-8400
Surety Phone # (925) 988-2247
California License # 0814733

(Rev. 1-8-14)

CALIFORNIA ALL-PURPOSE 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 Contra Costa

On July 17, 2015 (Date) before me, Joyce A Tahira, Notary Public (Here Insert Name end Title of the Officer)

personally appeared John J. Daley (Name(s) or Signer(s))

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

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

WITNESS my hand and official seal.

Signature _____ (Signature of Notary Public)

JOYCE A. TAHIRA
Commission # 2108062
Notary Public - California
Contra Costa County
My Comm. Expires May 20, 2019

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document

Description of Attached Document

Title or Type of Document **Bid Bond**

Document Date: July 17, 2015 Number of Pages: One(01)

Signer(s) Other Than Named Above! N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: John J. Daley
__Individual
__Corporate Officer --Title(s): _____
Partner __Limited __General
X Attorney in Fact
Trustee
__Guardian or Conservator
Other: _____
Signer Is Representing: Great American Insurance Company

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
__Individual
__Corporate Officer --Title(s): _____
__Partner __Limited __General
__Attorney in Fact
__Trustee
__Guardian or Conservator
Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than THREE

No. 0 14863

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
JOHN J. DALEY KENNETH J. GOODWIN L. BYAS-BARNETT	ALL OF WALNUT CREEK, CALIFORNIA	ALL $100,000,000.00

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 9TH day of MARCH, 2015.

Attest

GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 9TH day of MARCH, 2015, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

JENNIFER MARIE RIPPY
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires 6-20-19

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 17th day of July, 2015.

Assistant Secretary

S1029AE (01/15)

TITLE VI

Title VI Language

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) ***Compliance with Regulations:***
The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) ***Nondiscrimination:***
The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) ***Solicitations for Subcontracts, Including Procurements of Materials and Equipment:***
In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) ***Information and Reports:***
The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the (Recipient) or the (Name of Appropriate Administration) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the (Recipient), or the (Name of Appropriate Administration) as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) ***Sanctions for Noncompliance:***
In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the (***Recipient***) shall impose such contract sanctions as it or the (***Name of Appropriate Administration***) may determine to be appropriate, including, but not limited to:

- **(a)** withholding of payments to the contractor under the contract until the contractor complies, and/or
- **(b)** cancellation, termination or suspension of the contract, in whole or in part.

(6) ***Incorporation of Provisions:***
The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the (***Recipient***) or the (***Name of Appropriate Administration***) may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the (***Recipient***) to enter into such litigation to protect the interests of the (***Recipient***), and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Green Contracting Survey
(Voluntary)

The City of Sacramento and the Sacramento Metropolitan Air Quality District (SMAQMD) are conducting a joint pilot project to help meet Federal Clean Air Standards for the Sacramento region.

Attached is a Green Contracting Fleet Inventory Form. Please complete the form, remove it from the bid package and return it to SMAQMD in the postage paid envelope provided with the bid package. Please do not return the Green Contracting Fleet Inventory Form to the City of Sacramento with the bid documents or otherwise.

A limited amount of funds and other financial incentives may be available to qualified contractors participating in this joint project to assist qualified contractors with upgrading and/or replacing equipment and/or trucks.

Completing and returning the Green Contracting Fleet Inventory Form is strictly voluntary.

Voluntary Green Contracting Fleet Inventory List (On-Road Equipment)

In Partnership with the City of Sacramento and the Sacramento Metropolitan Air Quality Management District

Company Name:	
Contact Name:	
Company Address:	
City, State, ZIP:	
Company Phone:	

City Bid Information	
Department	
Project #	
ESBE/SBE?	

Instructions:

a) Please enter the vehicle / equipment information for each unit used in conjunction with your City of Sacramento Bid.
b) All fields are required for both on-road heavy-duty vehicles and off-road construction equipment over 50 HP.
c) Electronic version available at http://www.airquality.org/ceqa/index.shtml
d) For additional questions, please call (916) 874-4892

Please Submit To:

Kristian Damkier, P.E.
Sacramento Metropolitan AQMD
777 12th St, 3rd Floor
Sacramento, CA 95814-1908

#	VIN	License Plate	Vehicle Information			Engine Information				Annual Usage (miles)	Received Funding
			Make	Model	Year	Make	Model	Year	HP		
(ex)	*1XP5AAC35RG339402*	*1T45678*	*Kenworth*	*T-300*	*2002*	*Cummins*	*ISB*	*2002*	*250*	*35,000*	*No*

Voluntary Green Contracting Fleet Inventory List (Off-Road Equipment)

In Partnership with the City of Sacramento and the Sacramento Metropolitan AQMD

Company Name:	
Contact Name:	
Company Address:	
City, State, ZIP:	
Company Phone:	

City Bid Information	
Department	
Project #	
ESBE/SBE?	

Instructions:

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b) All fields are required for both on-road heavy-duty vehicles and off-road construction equipment over 50 HP.
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d) For additional questions, please call (916) 874-4892

Please Submit To:

Kristian Damkier, P.E.
Sacramento Metropolitan AQMD
777 12th St, 3rd Floor
Sacramento, CA 95814-1908

#	Equipment Serial Number	Equipment Information				Engine Information				Annual Usage (hours)
		Make	Model	Type	Year	Make	Model	Year	HP	
(ex)	*48W34456*	*Caterpillar*	*631G*	*Scraper*	*2003*	*Caterpillar*	*3408E*	*2003*	*485*	*1,600*

FOLLOWING FORMS TO BE FILLED OUT AND SIGNED ONLY IF AWARDED CONTRACT

AGREEMENT
(Construction Contract Over $25,000)

THIS AGREEMENT, dated for identification _____, is made and entered into between the CITY OF SACRAMENTO, a municipal corporation ("City"), and Olympic Land Construction 2442 North Avenue, Sacramento CA 95838 ("Contractor").

The City and Contractor hereby mutually agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents, sometimes also referred to as the "Contract," consist of the following items, which are hereby incorporated by reference as if set forth in full in this Agreement:

The Notice to Contractors
The Proposal Form submitted by the Contractor
The Instructions to Bidders
The Local Business Enterprise (LBE) Requirements
The Requirements for the Non-Discrimination in Employee Benefits by City Contractors Ordinance and the Declaration of Compliance
The City's Reference Guide for Construction Contracts
The Addenda, if any
This Agreement
The Standard Specifications
The Special Provisions
The Plans and Technical Specifications
The drawings and other data and all developments thereof prepared by City pursuant to the Contract
Any modifications of any of the foregoing made or approved by City, including but not limited to duly authorized change orders.

Unless specifically noted otherwise, references to the "Standard Specifications" shall mean and refer to the Standard Specifications for Public Construction of the City of Sacramento approved by the Sacramento City Council on June 4, 2007 (Resolution No. 2007-350), and any subsequent amendments thereto approved by the Sacramento City Council or the Sacramento City Manager. Work called for in any one Contract Document and not mentioned in another is to be performed and executed as if mentioned in all Contract Documents. The table of contents, titles and headings contained in the Contract Documents are provided solely to facilitate reference to various provisions of the Contract Documents and in no way affect or limit the interpretation of the provisions to which they refer.

2. DEFINITIONS

Unless otherwise specifically provided herein, all words and phrases defined in the Standard Specifications shall have the same meaning and intent in this Agreement.

3. AGREEMENT CONTROLS

In the event of a conflict between any of the terms and conditions set forth in this Agreement and the terms and conditions set forth in other Contract Documents, the terms and conditions set forth in this Agreement shall prevail, except that the provisions of any duly authorized change order shall prevail over any conflicting provisions of this Agreement.

4. SCOPE OF CONTRACT

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, material and transportation necessary to perform and complete in a good and workmanlike manner to the satisfaction of City, all the Work called for in the Contract Documents entitled:

CERVANTES PARK EXPANSION PROJECT
(PN: K15125100)

Including the Work called for in the following alternative bid items described in the Proposal Form:

_____

Contractor agrees to perform such Work in the manner designated in and in strict conformity with the Contract Documents.

5. CONTRACT AMOUNT AND PAYMENTS

City agrees to pay and Contractor agrees to accept, as complete payment for the above Work, in accordance with the schedule and procedures set forth in the Contract Documents and subject to deductions, withholdings and additions as specified in the Contract Documents, a total sum that shall not exceed the total bid amount set forth in Contractor's Proposal Form. In addition, subject to deductions, withholdings and additions as specified in the Contract Documents, payment for individual items of the Work shall be computed as follows:

A. For items of the Work for which a lump sum price is specified in Contractor's Proposal Form, Contractor shall be paid the lump sum price(s) specified in Contractor's Proposal Form; and

B. For items of the Work for which a unit price is specified in Contractor's Proposal Form, Contractor shall be paid the sum computed at such unit price, or computed at a different price if such different price is determined by City in accordance with the Standard Specifications, based on the actual amount of each such item performed and/or furnished and incorporated in the Work; provided that in no event shall the total sum for a unit price item exceed the total bid amount set forth for such item in the Contractor's Proposal Form, unless authorized by Change Order.

6. PROGRESS PAYMENTS

Subject to the terms and conditions of the Contract, City shall cause payments to be made upon demand of Contractor as follows:

A. On or about the first of the month, the Engineer shall present to the Contractor a statement showing the amount of labor and materials incorporated in the Work through the twentieth (20) calendar day of the preceding month. After both Contractor and Engineer approve the statement in writing, and the City's labor compliance officer provides written approval, the City shall issue a certificate for ninety-five (95) percent of the amount it shall find to be due, subject to any deductions or withholdings authorized or required under the Contract or any applicable Laws or Regulations.

B. No inaccuracy or error in said monthly estimates shall operate to release Contractor from damages arising from such Work or from enforcement of each and every provision of the Contract Documents, and City shall have the right subsequently to correct any error made in any estimate for payment.

C. Contractor shall not be paid for any defective or improper Work.

D. The remaining five (5) percent of the value of the Work performed under the Contract, if unencumbered and subject to any deductions or withholdings authorized or required under the Contract or any applicable Laws or Regulations, shall be released not later than sixty (60) days after completion and final acceptance of the Work by City. Acceptance by Contractor of the final payment shall constitute a waiver of all claims against the City arising under the Contract Documents, except for disputed claims in stated amounts that the Contractor specifically reserves in writing, but only to the extent that the Contractor has complied with all procedures and requirements applicable to the presentation and processing of such claim(s) under the Contract Documents. Contractor shall be entitled to substitute securities for retention or to direct that payments of retention be made into escrow, as provided in Public Contract Code Section 22300, upon execution of the City's Escrow Agreement for Security Deposits in Lieu of Retention.

E. The parties agree that, for purposes of the timely progress payment requirements specified in Public Contract Code Section 20104.50, the date that the City receives a statement jointly approved by the Contractor and the Engineer as provided above shall be deemed to constitute the date that City receives an undisputed and properly submitted payment request from the Contractor. Progress payments not made within 30 days after this date may be subject to payment of interest as provided in Public Contract Code Section 20104.50.

F. This Contract is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, as specified in California Labor Code section 1771.4.

7. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

When, under the provisions of this Contract or any applicable Laws or Regulations, City is authorized or required to withhold, deduct or charge any sum of money against Contractor, City may deduct and retain the amount of such charge from the amount of the next succeeding progress estimate(s), or from any other moneys due or that may become due Contractor from City. If, on completion or termination of the Contract, sums due Contractor are insufficient to pay City's charges, City shall have the right to recover the balance from Contractor or its Sureties.

8. COMMENCEMENT AND PROSECUTION OF WORK

Contractor shall commence the Work not later than fifteen (15) working days after the date of the written Notice to Proceed from City to Contractor and shall diligently prosecute the Work to final completion. The phase "commence the Work" means to engage in a continuous program on-site including, but not limited to, site clearance, grading, dredging, land filling and the fabrications, erection, or installation of the Work. The Notice to Proceed shall be issued within fifteen (15) calendar days following execution of the Agreement by the City and the filing by Contractor of the required Bonds and proof of insurance, provided that the Engineer may delay issuance of the Notice to Proceed if the Engineer determines in the Engineer's sole discretion that conditions on the site of the Work are unsuitable for commencement of the Work. After the Notice to Proceed is issued, the continuous prosecution of Work by Contractor shall be subject only to Excusable Delays as defined in this Agreement.

9. TIME OF COMPLETION

The entire Work shall be brought to completion in the manner provided for in the Contract Documents on or before **20 WORKING DAYS** from the date of the Notice to Proceed (hereinafter called the "Completion Date") unless extensions of time are granted in accordance with the Contract Documents.

Failure to complete the entire Work by the Completion Date and in the manner provided for in the Contract Documents shall subject Contractor to liquidated damages as provided in this Agreement. Time is and shall be of the essence in the performance of the Contract and the Work.

10. PAYMENTS DO NOT IMPLY ACCEPTANCE OF WORK

The payment of any progress payment, or the acceptance thereof by Contractor, shall not constitute acceptance of the Work or any portion thereof and shall in no way reduce the liability of Contractor to replace unsatisfactory work or material, whether or not the unsatisfactory character of such work or material was apparent or detected at the time such payment was made.

11. ACCEPTANCE NOT RELEASE

Contractor shall correct immediately any defective or imperfect work or materials that may be discovered before final acceptance of the entire Work, whether or not such defect or imperfection was previously noticed or identified by the City. The inspection of the Work, or any part thereof, shall not relieve Contractor of any of its obligations to perform satisfactory work as herein specified.

Failure or neglect on the part of City or any of its officers, employees or authorized agents to discover, identify, condemn or reject defective or imperfect work or materials shall not be construed to imply an acceptance of such work or materials, if such defect or imperfection becomes evident at any time prior to final acceptance of the entire Work, nor shall such failure or neglect be construed as barring City from enforcing Contractor's warranty(ies) or otherwise recovering damages or such a sum of money as may be required to repair or rebuild the defective or imperfect work or materials whenever City may discover the same, subject only to any statutes of limitation that may apply to any such claim.

12. CITY'S RIGHT TO TAKE POSSESSION OF THE WORK IN WHOLE OR IN PART

The City shall have the right at any time to enter upon the Work and perform work not covered by this Contract, or to occupy and use a portion of the Work, prior to the date of the final acceptance of the Work as a whole, without in any way relieving Contractor of any obligations under this Contract.

13. NO WAIVER OF REMEDIES

Neither the inspection by City, its officers, employees or agents, nor any certificate or other approval for the payment of money, nor any payment for, nor acceptance of the whole or any part of the Work by City, nor any extensions of time, nor any position taken by City, its officers, employees or its agents shall operate as a waiver of any provision of the Contract Documents nor of any power herein reserved to City or any right to damages herein provided, nor shall any waiver of any breach of this Agreement be held to be a waiver of any other or subsequent breach. All remedies provided in the Contract Documents shall be taken and construed as cumulative; in addition to each and every other remedy herein provided, the City shall have any and all equitable and legal remedies that it would in any case have.

14. WARRANTY

Except as otherwise expressly provided in the Contract Documents, and excepting only items of routine maintenance, ordinary wear and tear and unusual abuse or neglect by City, Contractor warrants and guarantees all Work executed and all supplies, materials and devices of whatsoever nature incorporated in or attached to the Work, or otherwise provided as a part of the Work pursuant to the Contract, to be absolutely free of all defects of workmanship and materials for a period of one year after final acceptance of the entire Work by the City. Contractor shall repair or replace all work or material, together with any

other work or material that may be displaced or damaged in so doing, that may prove defective in workmanship or material within this one year warranty period without expense or charge of any nature whatsoever to City.

In the event that Contractor shall fail to comply with the conditions of the foregoing warranty within ten (10) days after being notified of the defect in writing, City shall have the right, but shall not be obligated, to repair, or obtain the repair of, the defect and Contractor shall pay to City on demand all costs and expense of such repair. Notwithstanding anything herein to the contrary, in the event that any defect in workmanship or material covered by the foregoing warranty results in a condition that constitutes an immediate hazard to public health or safety, or any property interest, or any person, City shall have the right to immediately repair, or cause to be repaired, such defect, and Contractor shall pay to City on demand all costs and expense of such repair. The foregoing statement relating to hazards to health, safety or property shall be deemed to include both temporary and permanent repairs that may be required as determined in the sole discretion and judgment of City.

In addition to the above, the Contractor shall make a written assignment of all manufacturer's and other product warranties to the City, prior to completion and final acceptance of the Work by City.

The Contractor's Performance Bond shall secure the performance of the Contractor's obligations under this Section 14, and the Contractor and its Surety shall be jointly and severally liable for these obligations.

15. LIQUIDATED DAMAGES IF WORK NOT COMPLETED ON TIME

A. The actual fact of the occurrence of damages and the actual amount of the damages that City would suffer if the entire Work, and/or any specified portion thereof, were not completed within the time(s) specified herein are dependent upon many circumstances and conditions that could prevail in various combinations, and for this reason, it is impracticable and extremely difficult to fix the actual damages. Damages that City would suffer in the event of such delay include: loss of the use of the project; expenses of prolonged assignment to the project of an architectural and/or engineering staff; prolonged costs of administration, inspection, and supervision; increased operational expenses and/or impaired operation of other facilities dependent upon completion of the project; and the loss and inconvenience suffered by the public within the City of Sacramento by reason of the delay in the completion of the project or portion thereof. Accordingly, the parties agree, and by execution of this Agreement, Contractor acknowledges that it understands and agrees, that the amount(s) set forth herein as liquidated damages reflect the parties' best efforts at the time of entering into the Contract to estimate the damages that may be incurred by City and the public due to the Contractor's delay in completion of the Work and/or any specified portion thereof, and shall be presumed to be the amount of damages sustained by the failure of Contractor to complete the entire Work and/or any specified portion thereof within the time(s) specified herein.

B. Contractor shall pay liquidated damages to City for failure to complete the entire Work by the Completion Date (as extended in accordance with the Contract Documents, if applicable) in the amount of **$1,200.00 for each working day** after the Completion Date (as extended in accordance with the Contract Documents, if applicable), continuing to the time at which the entire Work is completed. Such amount is the actual cash value agreed upon by the City and Contractor as the loss to City and the public resulting from Contractor's default.

The parties agree, and by execution of this Agreement, Contractor acknowledges that it understands and agrees, that the foregoing provisions provide for the imposition of liquidated damages from the Completion Date (as extended in accordance with the Contract Documents, if applicable) until the date of completion of the entire Work as determined by the Engineer in accordance with Section 8-4 of the Standard Specifications, whether or not the Work or any portion thereof is claimed or determined to be substantially complete prior to such date of completion.

C. In the event Contractor shall become liable for liquidated damages, City, in addition to all other remedies provided by law, shall have the right to withhold any and all payments that otherwise would be or become due Contractor until the liability of Contractor under this section is finally determined. City shall have the right to use and apply such payments, in whole or in part, to reimburse City for all liquidated damages due or to become due to City. Any remaining balance of such payments shall be paid to Contractor only after discharge in full of all liability incurred by Contractor under this section or otherwise under any provision of the Contract Documents or any applicable Law or Regulation. If the sum so retained by City is not sufficient to discharge all such liabilities of Contractor, Contractor shall continue to remain liable to City until all such liabilities are satisfied in full. No failure by City to withhold any payment as specified above shall in any manner be construed to constitute a release of any such liabilities nor a waiver of the City's right to withhold payment for such liabilities.

16. INDEMNITY AND HOLD HARMLESS

A. Contractor shall defend, hold harmless and indemnify the City, its officers, employees, and agents, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, whether arising on or off the site of the Work, including, but not limited to, any fees and/or costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform the Work by the Contractor, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may

be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder, or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense to the extent arising from (i) the sole negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, or (ii) the active negligence of City.

B. The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 16, nor shall the limits of such insurance limit the liability of Contractor hereunder. The provisions of this Section 16 shall survive any expiration or termination of the Contract.

17. CONTRACTOR SHALL ASSUME RISKS

Until the completion and final acceptance by City of all Work under this Contract, the Work shall be under Contractor's responsible care and charge, and Contractor, at no cost to City, shall rebuild, repair, restore and make good all injuries, damages, re-erections, and repairs occasioned or rendered necessary by accidental causes of any nature, to all or any portions of the Work.

18. GENERAL LIABILITY OF CONTRACTOR

Except as otherwise herein expressly stipulated, Contractor shall perform all the Work and furnish all the labor, materials, tools, equipment, apparatus, facilities, transportation, power and light, and appliances, necessary or proper for performing and completing the Work herein required in the manner and within the time herein specified. The mention of any specific duty or liability of Contractor shall not be construed as a limitation or restriction of any general liability or duty of Contractor, and any reference to any specific duty or liability shall be construed to be solely for the purpose of explanation.

19. INSURANCE

During the entire term of the Contract, Contractor shall maintain the insurance coverage described in this Section 19.

Full compensation for all premiums that Contractor is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Work performed by Contractor under this Contract. No additional compensation will be provided for Contractor's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the City.

It is understood and agreed by the Contractor that its liability to the City shall not in any way be limited to or affected by the amount of insurance coverage required or carried

by the Contractor in connection with this Contract.

A. Minimum Scope & Limits of Insurance Coverage

(1) Commercial General Liability Insurance providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of Contractor and its subcontractors, products and completed operations of Contractor and its subcontractors, and premises owned, leased, or used by Contractor and its subcontractors, with limits of not less than one million dollars ($1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

(2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than one million dollars ($1,000,000) per accident. The policy shall provide coverage for owned, non-owned, and/or hired autos as appropriate to the operations of the Contractor.

No automobile liability insurance shall be required if Contractor completes the following certification:

> "I certify that a motor vehicle will not be used in the performance of any work or services under this agreement." _____ (Contractor initials)

(3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars ($1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of the City.

No Workers' Compensation insurance shall be required if Contractor completes the following certification:

> "I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance." _____ (Contractor initials)

B. Additional Insured Coverage

(1) Commercial General Liability Insurance: The City, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of Contractor and its subcontractors; products and completed operations of Contractor and its subcontractors; and premises owned, leased, or used by Contractor and its subcontractors.

(2) Automobile Liability Insurance: The City, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

(1) Contractor's insurance coverage, including excess insurance, shall be primary insurance as respects City, its officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officials, employees, or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.

(2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officials, employees, or volunteers.

(3) Coverage shall state that Contractor'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.

(4) City will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 3 must be declared to and approved by the City in writing prior to execution of this Contract.

E. Verification of Coverage

(1) Contractor shall furnish City with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the City representative named in Exhibit A. Copies of policies shall be delivered to the City on demand. Certificates of

insurance shall be signed by an authorized representative of the insurance carrier.

(2) For all insurance policy renewals during the term of this Contract, Contractor shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento
c/o Ebix RCS
Reference #: (This number will be provided by EBIX after Contract approval.)
PO Box 257
Portland, MI 48875-0257

Insurance certificates also may be faxed to (770) 325-3340, or e-mailed to:
CertsOnly-Portland@ebix.com

(3) The City may withdraw its offer of contract or cancel this Contract if the certificates of insurance and endorsements required have not been provided prior to execution of this Contract. The City may withhold payments to Contractor or cancel the Contract if the insurance is canceled or Contractor otherwise ceases to be insured as required herein.

F. Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

20. FAILURE TO MAINTAIN BONDS OR INSURANCE

If, at any time during the performance of this Contract, Contractor fails to maintain any item of the bonds and/or insurance required under the Contract in full force and effect, Contractor shall immediately suspend all work under the Contract and notify City in writing of such failure. After such notice is provided, or if City discovers such failure and notifies Contractor, the City thereafter may withhold all Contract payments due or that become due until notice is received by City that such bonds and/or insurance have been restored in full force and effect and that the premiums therefor have been paid for a period satisfactory to the Division of Risk Management. Contractor shall not resume work until notified by City to do so, and the City shall have no responsibility or liability for any costs incurred by Contractor as a result of such suspension of Work.

In addition to the foregoing, any failure to maintain any item of the required bonds and/or insurance at any time during the performance of this Contract will be sufficient cause for termination of the Contract by City.

The Contractor shall be solely responsible for, and shall defend, indemnify and hold harmless the City, its officers, employees and agents against and from, any and all damages, claims, losses, actions, costs or other expenses of any kind incurred by any party as a direct or indirect result of any suspension of Work or termination of the Contract under the provisions of this Section.

21. EXCUSABLE DELAYS

For the purpose of these Contract Documents, the term "Excusable Delay" shall mean, and is limited to, delay caused directly by: acts of God; acts of a public enemy; fires; inclement weather as determined by the Engineer; riots; insurrections; epidemics; quarantine restrictions; strikes; lockouts; sitdowns; acts of a governmental agency; priorities or privileges established for the manufacture, assemble, or allotment of materials necessary in the Work by order, decree or otherwise of the United States or by any department, bureau, commission, committee, agent, or administrator of any legally constituted public authority; changes in the Work ordered by City insofar as they necessarily require additional time in which to complete the Work; the prevention of Contractor from commencing or prosecuting the Work because of the acts of others, excepting Contractor's subcontractors or suppliers; or the prevention of Contractor from commencing or prosecuting the Work because of a Citywide failure of public utility service.

The term "Excusable Delay" shall specifically <u>not</u> include: (i) any delay that could have been avoided by the exercise of care, prudence, foresight and diligence on the part of Contractor; (ii) any delay in the prosecution of any part of the Work that does not constitute a Controlling Operation, whether or not such delay is unavoidable; (iii) any reasonable delay resulting from time required by City for review of any Contractor submittals and for the making of surveys, measurements and inspection; and, (iv) any delay arising from an interruption in the prosecution of the Work on account of reasonable interference by other Contractors employed by City that does not necessarily prevent the completion of the entire Work within the time specified. Excusable Delays, if any, shall operate only to extend the Completion Date (not in excess of the period of such delay as determined by City) and shall not under any circumstances increase the amount City is required to pay Contractor except as otherwise provided in these Contract Documents.

22. CONTRACTOR TO SERVE NOTICE OF DELAYS

Whenever Contractor foresees any delay in the prosecution of the Work, and in any event as soon as possible (not to exceed a period of ten (10) calendar days) after the initial occurrence of any delay that Contractor regards as or may later claim to be an Excusable Delay, the Contractor shall notify the Engineer in writing of such delay and its cause, in order that the Engineer: (i) may take immediate steps to prevent if possible the occurrence or continuance of the delay; or (ii) if this cannot be done, may determine whether the delay is to be considered excusable, how long it continues, and to what extent the prosecution

and completion of the Work are delayed thereby. Said written notice shall constitute an application for an extension of time only if the notice requests such an extension and sets forth the Contractor's estimate of the additional time required together with a full description of the cause of the delay relied upon.

After the completion of any part or whole of the Work, the Engineer, in estimating the amount due Contractor, will assume that any and all delays that may have occurred in its prosecution and completion were not Excusable Delays, except for such delays for which the Contractor has provided timely written notice as required herein, and that the Engineer has found to be excusable. Contractor shall not be entitled to claim Excusable Delay for any delay for which the Contractor failed to provide such timely written notice.

23. EXTENSION OF TIME

If the Contractor complies with Section 22, above, and the Engineer finds a delay claimed by the Contractor to be an Excusable Delay, the Contractor shall be allowed an extension of time to complete the Work that is proportional to the period of Excusable Delay determined by the Engineer, subject to the approval by City of a change order granting such time extension. During a duly authorized extension for an Excusable Delay, City shall not charge liquidated damages against the Contractor for such delay.

If the City extends the time to complete the Work as provided herein, such extension shall in no way release any warranty or guarantee given by Contractor pursuant to the provisions of the Contract Documents, nor shall such extension of time relieve or release the sureties of the Bonds provided pursuant to the Contract Documents. By executing such Bonds, the Sureties shall be deemed to have expressly agreed to any such extension of time. The granting of any extension of time as provided herein shall in no way operate as a waiver on the part of City of its rights under this Contract, excepting only extension of the Completion Date for such period of Excusable Delay as may be determined by the Engineer and approved by a duly authorized change order.

24. NO PAYMENT FOR DELAYS

No damages or compensation of any kind shall be paid to Contractor or any subcontractor because of delays in the progress of the Work whether or not such delays qualify for extension of time under this Agreement; except that this provision shall not preclude the recovery of damages for a delay caused by the City that is unreasonable under the circumstances and that is not within the contemplation of the parties, provided that the Contractor timely submits all such written notice(s) and fully complies with such other procedures as may be specified in the Contract Documents or any Laws or Regulations for Contractor to claim damages for such delay.

25. CHANGES IN THE WORK

Changes in the Work authorized or directed in accordance with the Contract Documents and extensions of time of completion made necessary by reason thereof shall not in any way release any warranty or guarantee given by Contractor pursuant to the provisions of

the Contract Documents, nor shall such changes in the Work relieve or release the Sureties on Bonds provided pursuant to the Contract Documents. By executing such Bonds, the Sureties shall be deemed to have expressly agreed to any such change in Work and to any extension of time made by reason thereof.

26. TERMINATION AFTER COMPLETION DATE

In addition to any other rights City may have, if any services or work required under the Contract (including but not limited to punch list items) are not completed as of the Completion Date (as adjusted by any extensions of time for Excusable Delays granted pursuant to the Contract Documents), City may terminate the Contract at any time after the Completion Date (as adjusted by any extensions of time for Excusable Delays granted pursuant to the Contract Documents), by providing a written notice to Contractor specifying the date of termination. Such notice also may specify conditions or requirements that Contractor must meet to avoid termination of the Contract on such date. If Contractor fails to fulfill all such conditions and requirements by such termination date, or, if no such conditions or requirements are specified, Contractor shall cease rendering services and performing work on such termination date, and shall not be entitled to receive any compensation for services rendered or work performed after such termination date. In the event of such termination, Contractor shall remain liable to City for liquidated damages incurred for any period of time prior to the termination date.

In addition to any other charges, withholdings or deductions authorized under the Contract or any Laws or Regulations, if City terminates the Contract pursuant to this section, City may withhold and deduct from any payment and/or retention funds otherwise due Contractor any sum necessary to pay the City's cost of completing or correcting, or contracting for the completion or correction of, any services or work under the Contract that are not completed to the satisfaction of the City or that otherwise are deficient or require correction as of such termination date, including but not limited to incomplete punch list items. Such costs shall include all of the City's direct and indirect costs incurred to complete or correct such services or work, including the City's administrative and overhead costs. If the amount of payment(s) and/or retention funds otherwise due the Contractor are insufficient to pay such costs, City shall have the right to recover the balance of such costs from the Contractor and/or its Surety(ies).

27. TERMINATION FOR CONVENIENCE

Upon written notice to the Contractor, the City may at any time, without cause and without prejudice to any other right or remedy of the City, elect to terminate the Contract for the convenience of City. In such case, the Contractor shall be paid (without duplication of any items, and after deduction and/or withholding of any amounts authorized to be deducted or withheld by the Contract Documents or any Laws or Regulations):

A. For Work executed in accordance with the Contract Documents prior to the effective date of termination and determined to be acceptable by the Engineer, including fair and reasonable sums for overhead and profit on such Work;

B. For reasonable claims, costs, losses, and damages incurred in settlement of terminated contracts with subcontractors, suppliers, and others; and

C. For reasonable expenses directly attributable to termination.

Contractor shall not be paid for any loss of anticipated profits or revenue for any Work not performed prior to termination, nor for any economic loss arising out of or resulting from such termination, except for the payments listed in this section. Contractor's warranty under Section 14 of this Agreement shall apply, and Contractor shall remain responsible for all obligations related to such warranty, with respect to all portions of the Work performed prior to the effective date of the termination for convenience pursuant to this section. The City shall be entitled to have any or all remaining Work performed by other contractors or by any other means at any time after the effective date of a termination for convenience pursuant to this section.

28. TERMINATION FOR BREACH OF CONTRACT

If Contractor abandons the Work under this Contract, or if the Contract or any portion of the Contract is sublet or assigned without the consent of the City, or if the Engineer determines in the Engineer's sole discretion that the conditions of the Contract in respect to the rate of progress of the Work are not being fulfilled or any part thereof is unnecessarily delayed, or if Contractor violates or breaches, or fails to execute in good faith, any of the terms or conditions of the Contract, or if Contractor refuses or fails to supply enough properly skilled labor or materials or refuses or fails to make prompt payment to subcontractors for material or labor, or if Contractor disregards any Laws or Regulations or proper instruction or orders of the Engineer, then, notwithstanding any provision to the contrary herein, the City may give Contractor and its Sureties written notification to immediately correct the situation or the Contract shall be terminated.

In the event that such notice is given, and, in the event such situation is not corrected, or arrangements for correction satisfactory to the City are not made, within ten (10) calendar days from the date of such notice or within such other period of time as may be specified by the City in the notice, the Contract shall upon the expiration of said period cease and terminate. In the event of any such termination, City may take over the Work and prosecute the Work to completion, or otherwise, and the Contractor and its Sureties shall be liable to City for any cost occasioned City thereby, as hereinafter set forth.

In the event City completes the Work, or causes the Work to be completed, no payment of any kind shall be made to Contractor until the Work is complete. The cost of completing the Work, including but not limited to, extra costs of project administration and management incurred by City, both direct or indirect, shall be deducted from any sum then due, or that becomes due, to Contractor from City. If sums due to Contractor from City are less than the cost of completing the Work, Contractor and its Sureties shall pay City a sum equal to this difference on demand. In the event City completes the Work, and there is a sum remaining due to Contractor after City deducts the costs of completing the Work, then City shall pay such sum to Contractor. The Contractor and Contractor's Sureties shall be jointly and severally liable for all obligations imposed on Contractor hereunder.

No act by City before the Work is finally accepted, including, but not limited to, exercise of other rights under the Contract, actions at law or in equity, extensions of time, payments, assessments of liquidated damages, occupation or acceptance of any part of the Work, waiver of any prior breach of the Contract or failure to take action pursuant to this section upon the happening of any prior default or breach of Contractor, shall be construed to be a waiver or estoppel of the City's right to act pursuant to this Section upon any subsequent event, occurrence or failure by Contractor to fulfill the terms and conditions of the Contract. The rights of City to terminate the Contract pursuant to this Section and pursuant to Sections 26 and 27 are cumulative and are in addition to all other rights of City pursuant to the Contract and at law or in equity.

29. CONTRACTOR BANKRUPT

If Contractor should commence any bankruptcy proceeding, or if Contractor is adjudged a bankrupt, or if Contractor makes any assignment for the benefit of creditors, or if a receiver is appointed on account of Contractor's insolvency, then the City may, without prejudice to any other right or remedy, terminate the Contract and complete the work by giving notice as provided in Section 28 above.

30. SURETIES' OBLIGATIONS UPON TERMINATION

If the City terminates the Contract pursuant to Section 28 or Section 29 above:

A. The Surety under Contractor's performance bond shall be fully responsible for all of the Contractor's remaining obligations of performance under the Contract as if the Surety were a party to the Contract, including without limitation Contractor's obligations, as provided in the Contract Documents, to complete and provide a one-year warranty of the entire Work, pay liquidated damages and indemnify, defend and hold harmless City, up to the full amount of the performance bond.

B. The Surety under Contractor's payment bond shall be fully responsible for the performance of all of the Contractor's remaining payment obligations for work, services, equipment or materials performed or provided in connection with the Work or any portion thereof, up to the full amount of the payment bond.

31. ACCOUNTING RECORDS OF CONTRACTOR

During performance of the Contract and for a period of three (3) years after completing the entire Work, Contractor shall maintain all accounting and financial records related to the Contract and performance of the Work in accordance with generally accepted accounting practices, and shall keep and make such records available for inspection and audit by representatives of the City upon reasonable written notice.

32. USE TAX REQUIREMENTS

During the performance of this Agreement, CONTRACTOR, for itself, its assignees and

successors in interest, agrees as follows:

A. Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.

B. Sellers Permit: For any construction contract and any construction subcontract in the amount of $5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.

C. The above provisions shall apply in all instances unless prohibited by the funding source for the Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the date set for opposite their names.

CONTRACTOR

Under penalty of perjury, I certify that the taxpayer identification number and all other information provided here are correct.

DATE _____

BY _____

Pantelis Kallergis

Print Name

Owner

Title

BY _____

Print Name

Title

Federal ID#

94-2913782

State ID#

307-2470-2

93316

City of Sacramento Business Operation Tax Certificate No. (City will not award contract until Certificate Number is obtained)

Type of Business Entity *(check one)*:

✓ Individual/Sole Proprietor
_____ Partnership
_____ Corporation
_____ Limited Liability Company
_____Other (*please specify:*_____)

CITY OF SACRAMENTO
a municipal corporation

DATE _____

BY _____
For: John F. Shirey, City Manager

Original Approved As To Form:

City Attorney

Attest:

City Clerk

CITY OF SACRAMENTO
PERFORMANCE BOND

Department of Public Works
Page 1 of 1

Bond No.: CA-4012533
Premium: $4,104.00
Based on Total Contract Amount

WHEREAS, the City of Sacramento, State of California, hereinafter called City, has conditionally awarded to: Olympic Land Construction 2442 North Avenue, Sacramento CA 95838
as principal, hereinafter called Contractor, a contract for construction of:

CERVANTES PARK EXPANSION PROJECT
(PN: K15125100)

which contract is by reference incorporated herein and made a part hereof as if the Surety named below were a party to the contract, and is hereinafter referred to as the Contract; and

WHEREAS, under the terms of the Contract, Contractor is required to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, we the Contractor and *(here insert full name and address of Surety)*:
Great American Insurance Company, 1255 Treat Boulevard, Suite 810, Walnut Creek, CA 94597,
a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, as obligee, in the sum of:
TWO HUNDRED EIGHTY FOUR THOUSAND NINE HUNDRED NINETY SIX DOLLARS FIFTY CENTS ($284,996.50) , for the payment of which sum well and truly to be made, we the Contractor and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally. The condition of this obligation is such that, if the Contractor, Contractor's heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and fully perform all covenants, conditions and agreements required to be kept and performed by Contractor in the Contract and any changes, additions or alterations made thereto, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meanings, and shall indemnify and save harmless the City, its officers, employees and agents, as therein provided, then the Surety's obligations under the Contract and this bond shall be null and void; otherwise they shall be and remain in full force and effect. This obligation shall remain in full force and effect through the end of the Contract warranty period, which will expire one year after the completion of work date specified in the Notice of Completion filed for the above-named project.

As part of the obligations secured hereby and in addition to the sum specified above, there shall be included all costs, expenses and fees, including attorney's fees, reasonably incurred by City in successfully enforcing such obligations, all to be taxed as costs and included in any judgment rendered.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or to the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by authorized representatives of the Contractor and Surety. SIGNED AND SEALED on August 10, 2015.

Olympic-Land Construction
(Contractor) (Seal)
By
Title Owner

ORIGINAL APPROVED AS TO FORM:
City Attorney

Great American Insurance Company
(Surety) (Seal)
By John J. Daley
Title Attorney-in-Fact
Agent Name and Address Poms & Associates Insurance Brokers, LLC
1255 Treat Boulevard, 10th Floor, Walnut Creek, CA 94597
Agent Phone # 925-338-8412
Surety Phone # 925-988-2247
California License # 0814733

CALIFORNIA ALL-PURPOSE 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 Contra Costa

On August 10, 2015 (Date) before me, L. Byas-Barnett, Notary Public (Here Insert Name end Title of the Officer)

personally appeared John J. Daley (Name(s) or Signer(s))

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

L. BYAS BARNETT
Commission # 2001280
Notary Public - California
Contra Costa County
My Comm. Expires Jan 13, 2017

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 _____ (signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document

Description of Attached Document

Title or Type of Document **Bond Number: CA-4012533**

Document Date: August 10, 2015 Number of Pages: One (01)

Signer(s) Other Than Named Above! N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: John J. Daley
__Individual
__Corporate Officer --Title(s):
Partner __Limited __General
X Attorney in Fact
Trustee
__Guardian or Conservator
Other:
Signer Is Representing:
Great American
Insurance Company

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name:
__Individual
__Corporate Officer —Title(s):
__Partner __Limited __General
__Attorney in Fact
__Trustee
__Guardian or Conservator
Other:
Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

©2007 National Notary Association • 9350 be Soto Ave.., P.0.20x 2402 ˙Chatsworth, CA. 81313-2402 • www,NatlonalNotary,org Item# 5907 Reorder: Call Toll-Free 1-800-676-6627

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than THREE

No. 0 14863

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
JOHN J. DALEY	ALL OF	ALL
KENNETH J. GOODWIN	WALNUT CREEK,	$100,000,000.00
L. BYAS-BARNETT	CALIFORNIA	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 9TH day of MARCH , 2015 .

Attest

GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 9TH day of MARCH , 2015 , before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

JENNIFER MARIE RIPPY
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires 6-20-19

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 10th day of August , 2015 .

Assistant Secretary

S1029AE (01/15)

CITYOF SACRAMENTO
PAYMENT BOND
Department of Public Works
Page 1 of 1

Bond No.: CA-4012533
Premium: Included in Performance Bond

WHEREAS, the City of Sacramento, in the State of California, hereinafter called City, has conditionally awarded to: Olympic Land Construction 2442 North Avenue, Sacramento CA 95838

hereinafter called Contractor, a contract for construction of:

CERVANTES PARK EXPANSION PROJECT

(PN: K15125100)

Which contract is by reference incorporated herein and made a part hereof, and is hereinafter referred to as the Contract; and

WHEREAS, under the terms of the Contract and pursuant to Chapter 5 of Title 3 of Part 6 of Division 4 of the California Civil Code (commencing with Civil Code Section 9550), Contractor is required to furnish a good and sufficient payment bond to secure payment of the claims to which reference is made in Civil Code Section 9554.

NOW, THEREFORE, we the Contractor and (*here insert full name and address of Surety*):
Great American Insurance Company, 1255 Treat Boulevard, Suite 810, Walnut Creek, CA 94597,
a corporation duly authorized and admitted to transact business and issue surety bonds in the State of California, hereinafter called Surety, are held and firmly bound unto the City, and unto all persons or entities entitled to assert a claim against a payment bond under any of the aforesaid Civil Code provisions in the sum of TWO HUNDRED EIGHTY FOUR THOUSAND NINE HUNDRED NINETY SIX DOLLARS FIFTY CENTS ($284,996.50), on the condition that if Contractor shall fail to pay for any materials or equipment furnished or used in performance of the Contract, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board or the Employment Development Department from the wages of employees of the Contractor and all subcontractors with respect to such work or labor, then the Surety shall pay the same in an amount not exceeding the sum specified above. If suit is brought upon this bond, Surety shall pay, in addition to the above sum, all costs, expenses and fees, including attorney's fees, reasonably incurred by any party in successfully enforcing the obligation secured hereby, all to be taxed as costs and included in any judgment rendered. Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect, and shall bind Contractor, Surety, their heirs, executors, administrators, successors and assigns, jointly and severally.

It is hereby stipulated and agreed that this bond shall inure to the benefit of all persons, companies, corporations, political subdivisions, State agencies and other entities entitled to assert a claim against a payment bond under any of the aforesaid Civil Code provisions, so as to give a right of action to them or their assigns in any suit brought upon this bond. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or to the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by authorized representatives of the Contractor and Surety. SIGNED AND SEALED on August 10, 20 15.

Olympic-Land Construction
(Contractor) (Seal)
By
Title Owner

SIGN HERE

Great American Insurance Company
(Surety) (Seal)
By: John J. Daley
Title: Attorney-in-Fact
Agent name and Address: Poms & Associates Insurance Brokers, LLC
1255 Treat Boulevard, 10th Floor, Walnut Creek, CA 94597
Agent Phone #: 925-338-8412
Surety Phone #: 925-988-2247
California License # 0814733

ORIGINAL APPROVED AS TO FORM:

City Attorney

Effective 7-1-12

CALIFORNIA ALL-PURPOSE 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 Contra Costa

On August 10, 2015 (Date) before me, L. Byas-Barnett, Notary Public (Here Insert Name end Title of the Officer)

personally appeared John J. Daley (Name(s) or Signer(s))

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

L. BYAS BARNETT
Commission # 2001280
Notary Public - California
Contra Costa County
My Comm. Expires Jan 13, 2017

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 _____ (signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document

Description of Attached Document

Title or Type of Document **Bond Number: CA-4012533**

Document Date: August 10, 2015 Number of Pages: One (01)

Signer(s) Other Than Named Above! N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: John J. Daley
__Individual
__Corporate Officer --Title(s):
Partner __Limited __General
X Attorney in Fact
Trustee
__Guardian or Conservator
Other:

Signer Is Representing:
Great American
Insurance Company

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name:
__Individual
__Corporate Officer —Title(s):
__Partner __Limited __General
__Attorney in Fact
__Trustee
__Guardian or Conservator
Other:

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

©2007 National Notary Association • 9350 be Soto Ave.., P.0.20x 2402 ˙Chatsworth, CA. 81313-2402 • www,NationalNotary,org Item# 5907 Reorder: Call Toll-Free 1-800-676-6627

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than THREE

No. 0 14863

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
JOHN J. DALEY KENNETH J. GOODWIN L. BYAS-BARNETT	ALL OF WALNUT CREEK, CALIFORNIA	ALL $100,000,000.00

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 9TH day of MARCH, 2015.

Attest

GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 9TH day of MARCH, 2015, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

JENNIFER MARIE RIPPY
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires 6-20-19

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 10TH day of AUGUST, 2015.

Assistant Secretary

S1029AE (01/15)

City of SACRAMENTO
Department of Public Works

WORKER'S COMPENSATION CERTIFICATION

CERVANTES PARK EXPANSION PROJECT
(PN: K15125100)

In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the below certificate must be signed and filed with the awarding body prior to performing any work under this contract. Labor Code Section 3700, inter alia, states the following:

"Every employer shall secure the payment of compensation in one or more of the following ways:

"(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

"(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

To be signed by authorized corporate officer or partner or individual submitting the Proposal. If Bidder is: (example)

1. An individual using a firm name, sign: "John Doe, an individual doing business as Blank Company."
2. An individual doing business under his own name, Sign: your name only.
3. A co-partnership, sign: "John Doe and Richard Doe, co-partners doing business as Blank Company, by, John Doe, co-partner.
4. A corporation, sign: "Blank Company, by John Doe, Secretary." (or other title)

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's 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.

DATE: August 6, 2015 Contractor Olympic Land Construction

By _____
Signature

(Rev. 5-6-91)

Construction and Demolition (C&D) Debris Recycling Requirements

As a condition of receiving this Contract, Contractor agrees to fully comply with the requirements specified herein for all demolition projects, as well as projects with a valuation of $250,000 or more:

1. **Definitions**. For purposes of this section, the following terms, words and phrases shall have the following meanings:

"Certified C&D sorting facility" means a facility that receives C&D debris and/or processes C&D debris into its component material types for reuse, recycling, and disposal of residuals and possesses a valid certificate as a C&D sorting facility from the Sacramento Regional County Solid Waste Authority.

"Construction and demolition debris" or "C&D debris" means used or commonly discarded materials resulting from construction, repair, remodel or demolition operations on any pavement, house, building, or other structure, or from landscaping that are not hazardous as defined in California Health and Safety Code section 25100 et seq. Such materials include, but are not limited to, concrete, asphalt, wood, metal, brick, dirt, sand, rock, gravel, plaster, glass, gypsum wallboard, cardboard and other associated packaging, roofing material, ceramic tile, carpeting, masonry, plastic pipe, trees, and other vegetative matter resulting from land clearing and landscaping.

"Divert" or "diversion" means to use materials for any purpose other than disposal in a landfill or transformation facility. Methods to divert materials include on-site reuse of the materials, delivery of materials from the project site to a certified C&D sorting facility or a recycling facility, or other methods as approved in regulations promulgated by the City Department of Utilities.

"Franchised waste hauler" means a person who possesses a valid commercial solid waste collection franchise issued by the Sacramento Regional County Solid Waste Authority.

"Mixed C&D debris" means loads that include commingled recyclable and non-recyclable C&D debris generated at a project site.

"Recyclable C&D debris" means C&D debris required to be diverted from landfills as specified in the Waste Management Plan and returned to the economic mainstream in the form of raw material for new, reused or reconstituted products that meet the quality standards necessary to be used in the marketplace.

"Recycling facility" means a facility or operation that receives, processes, and transfers source-separated recyclable materials.

"Source-separated C&D debris" means recyclable C&D debris that is separately sorted and containerized at the site of generation by individual material type and segregated from mixed C&D debris prior to collection and transporting.

"Waste log" means a record detailing the management of C&D debris generated by the covered project, including the date and weight/volume of material by type that was salvaged, reused, recycled or disposed.

2. **Waste Management Plan**. A completed WMP (see **Attachment 1**) must be submitted to and approved by the City prior to commencing any work on the project. The WMP must specify the types of C&D debris that will be generated from the project; the manner in which C&D debris will be managed and/or stored on the project site; the manner in which recyclable C&D debris generated from the project will be recycled or reuse; the person who will haul, collect or transport the recyclable C&D debris from the project site; and the certified C&D sorting facility or recycling facility where recyclable C&D debris will be delivered. The WMP must be approved by the City prior to commencing any work on the project.

3. Contractor shall be solely responsible for diverting the recyclable C&D materials specified on the WMP. Mixed C&D debris shall be delivered to a SWA-certified C&D sorting facility only. Only the permit holder, the person who generates the waste, a franchised waste hauler, or the City of Sacramento can transport or haul mixed C&D debris. Source-separated C&D debris may be delivered by any person to any recycling facility that accepts such materials. (See **Attachment 2** for list of C&D Debris Haulers and Facilities).

4. During the course of the project, Contractor shall maintain a waste log (see **Attachment 3**), and keep all weight tickets or weight receipts, for all C&D debris hauled away from the project. At a minimum, the waste log shall specify the C&D debris generated by the project; the manner in which C&D debris was recycled or re-used; and the facility where the C&D debris was delivered.

5. Within 30 days after submitting the project completion report, Contractor shall submit to the City a completed waste log, along with copies of supporting weight tickets. Contractor shall maintain and keep accurate and complete records of al bills, weight receipts or weight tickets that were issued for the collection, transport or disposal of C&D debris for a period of one-year after submittal of the waste log. The records shall be made available for inspection, examination and audit by the City during the one-year retention period to validate the information provided in the WMP and in the waste log. If the City determines noncompliance by the Contractor after an audit has been conducted, Contractor shall reimburse the City for all costs incurred in performing the audit.

6. Failure by Contractor to comply with any provisions specified herein will subject Contractor to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; imposition of a penalty, payable to the City ($50-$250 for first offense, $251-$500 for second offense, and $501-$1500 for subsequent offenses); and/or submission of a performance security deposit fee when submitting a permit application to the City for a project within one year of imposition of the penalty.

For questions or to obtain more information about the Recycling Requirements for C&D debris, contact the City of Sacramento, Solid Waste Services Division, 2812 Meadowview Road, Building 1, Sacramento, CA 95832, or telephone (916) 808-4833, or email C&D@cityofsacramento.org

C&D Debris Waste Management Plan

C&D Debris Waste Management Plan
City of Sacramento Solid Waste Services
2812 Meadowview Road, Building 1
Sacramento, CA 95832
Phone: (916) 808-4839 / Fax: (916) 808-4999
C&D@cityofsacramento.org

Form submitted by:	
	Please attach a business card, or put your name with a phone number and/or an email address.

This Waste Management Plan (WMP) must be submitted and approved before work can begin. Only one WMP is required for each public construction project. The administration fee and, if applicable, a security deposit must be submitted with this form to be approved. Administration fee is 0.04% of project bid amount (min $40, max $800); security deposit, if applicable, is 1% of bid amount (max $10,000). The accompanying Waste Log must be submitted within 30 days of the project completion report, or a penalty may be imposed.

A. Building Project Information:

Job Address: _____
Contractor: _____
Address: _____

Engineering Estimate: _____
Phone: _____
Email: _____

B. Briefly describe the project:

_____

_____

_____

_____

_____

C. Materials Required to be Recycled

50% of all debris must be recycled if generated during the course of your project. You can either **source-separate** them, which may be hauled by anyone, or mix them in one container and send the **mixed C&D debris** load to a **Certified Mixed C&D Sorting Facility**. Mixed C&D loads can only be hauled by a franchised hauler or self-hauled. Please see the Definitions section, on the next page, for more information.

50%
of all debris must be recycled

D. Material Management.

1. **How will C&D debris will be stored on the project site:** _____ Mixed C&D _____ Source-Separated
2. **Company to haul away debris:** _____
3. **Facilities to receive debris:** _____

C&D Debris Waste Management Plan

C&D Debris Waste Management Plan
City of Sacramento Solid Waste Services
2812 Meadowview Road, Building 1
Sacramento, CA 95832
Phone: (916) 808-4839 / Fax: (916) 808-4999
C&D@cityofsacramento.org

E. Definitions.

Please read and understand these terms. Call Solid Waste at (916) 808-4833 if these terms are not clear to you. More information is also available online at http://www.cityofsacramento.org/utilities/.

1. **Self-haul or self-hauling**: This is when the general contractor or a subcontractor *who is doing work on the project* hauls their own waste materials for recycling or disposal. Note that a *jobsite cleanup crew is not doing other work on the project and is not self-hauling*. Jobsite cleanup crews need to be franchised in order to haul mixed C&D debris away.
2. **Franchised hauler**: Check the Department of Utilities (DOU) website for a list of these haulers. Only these companies and the City of Sacramento can collect and haul mixed C&D debris generated within the City for a fee.
3. **Source separation**: This means keeping wood, metal, cardboard, or other recyclables in separate containers, and sending the materials to an authorized recycler. A list of authorized recyclers can be found on the DOU web site. Source-separated materials may be hauled by anyone.
4. **Mixed C&D debris**: This means putting all recyclable debris into one container. Mixed materials must be sent to a certified mixed C&D sorting facility. Mixed materials may be either self-hauled or hauled by a franchised hauler. If your job site is crowded, this option saves the most space.
5. **Certified Mixed C&D Sorting Facility**: See the DOU web site for a list. These facilities have been certified by the Sacramento Regional Solid Waste Authority (SWA) to extract recyclable materials from mixed C&D debris.

F. Terms and Conditions

- Your approved Waste Management Plan and Waste Log must be kept on the job site for the duration of the project.
- City of Sacramento Solid Waste Services staff may enter the jobsite to inspect waste collection areas.
- **ALL** Clean Wood Waste (unpainted, untreated lumber, plywood and OSB), Inert Materials (concrete, asphalt paving, brick, block, and dirt), Wooden Pallets, Scrap Metal, and Corrugated Cardboard must be recycled.
- Only SWA-Certified Mixed C&D Sorting Facilities may be used to recycle these materials if mixed with other materials.
- Only the City of Sacramento, SWA-Franchised Haulers, or self-haulers (as defined above) may collect and transport mixed C&D material from the jobsite.
- C&D Debris may not be burned or dumped illegally.
- Your Waste Log must be completed and submitted, with supporting weight tickets, within 30 days of submitting your project completion report. All waste hauling and disposal or recycling activity must be entered on the Waste Log, including information from any subcontractors who self-hauled their own debris off-site.
- You must keep all receipts or weight-tickets from your project for a period of one year from the submittal of your waste log.
- Failure to comply with these terms and conditions may result in a fine and payment of a security deposit on future projects.

C&D Debris Haulers & Facilities

C&D Debris Waste Management Plan
City of Sacramento Solid Waste Services
2812 Meadowview Road, Building 1
Sacramento, CA 95832
Phone: (916) 808-4833 / Fax: (916) 808-4999
C&D@cityofsacramento.org

Certified Mixed C&D Facilities

Allied Waste / Elder Creek Transfer and Recovery	(916) 387-8425
Florin-Perkins Public Disposal	(916) 443-5120
L&D Landfill	(916) 737-8640
Waste Management / K&M Recycle America	(916) 452-0142

Franchised Haulers

ACES Waste Services, Inc.	(866) 488-8837	Elk Grove Waste Management, LLC	(916) 689-4052
Allied Waste Services	(916) 631-0600	Mini Drops, Inc.	(916) 686-8785
All Waste Systems, Inc.	(916) 456-1555	Norcal Waste Services of Sacramento	(916) 381-5300
Atlas Disposal Industries, LLC	(916) 455-2800	North West Recyclers	(916) 686-8575
California Waste Recovery Systems	(916) 441-1985	Waste Management of Sacramento	(916) 387-1400
Central Valley Waste Services, Inc.	(209) 369-8274	Waste Removal & Recycling	(916) 453-1400
City of Sacramento Solid Waste	(916) 808-4839	Western Strategic Materials, Inc.	(916) 388-1076

Recyclers*

Bell Marine	(916) 442-9089
C & C Paper Recycling	(916) 920-2673
EBI Aggregates	(916) 372-7580
International Paper	(916) 371-4634
Modern Waste Solutions	(916) 447-6800
PRIDE Industries, Inc.	(916) 640-1300
Recycling Industries, Inc.	(916) 452-3961
Sacramento Local Conservation Corps	(916) 386-8394
Smurfit-Stone Container Corporation	(916) 381-3340
Southside Art Center	(916) 387-8080
Spencer Building Maintenance, Inc.	(916) 922-1900

Recovery Stations & Landfills

Elder Creek Recovery & Transfer Station	(916) 387-8425
Kiefer Landfill	(916) 875-5555
L & D Landfill	(916) 383-9420
North Area Recovery Station	(916) 875-5555
Sacramento Recycling & Transfer Station	(916) 379-0500
Waste Management Recycle America	(916) 452-0142

More updated information can be found online at:
http://www.cityofsacramento.org/utilities/

* Please note that any facility may receive source-separated recyclable materials as long as it is authorized to do so by the State of California. This is not meant to be a complete list.

C&D Debris Waste Log

C&D Debris Waste Management Plan
City of Sacramento Solid Waste Services
2812 Meadowview Road, Building 1
Sacramento, CA 95832
Phone: (916) 808-4839 / Fax: (916) 808-4999
C&D@cityofsacramento.org

Project address: _____

This waste log, and copies of supporting weight tickets, must be submitted to Solid Waste within 30 days of submitting the project completion report. The waste log and weight tickets must also be kept on file for one year after project completion.

Date	Hauler	Material	Destination	Amount

Hauler: Indicate the Franchisee, Self-Hauler, City of Sacramento, or other hauler who removed the material offsite.
Material: Indicate appropriate category: Scrap Metal, Inert Materials, Cardboard, Wooden Pallets, or Clean Wood Waste.
Destination: Indicate the facility that received the material for disposal or recycling
Amount: Indicate the weight. If weight is not known, put volume.

City of SACRAMENTO
Department of Public Works

GUARANTEE

We hereby guarantee the CERVANTES PARK EXPANSION PROJECT (PN: K15125100) the City of Sacramento for one (1) year in accordance with the guarantee required in the specifications. We agree to repair or replace any or all such work, together with all or any other work which may be displaced in so doing, that may be proven defective in workmanship or material within the one-year period from the date of acceptance without any expense whatsoever to the City, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of our failure to comply with the above-mentioned conditions within five (5) days time after being notified in writing, we collectively or separately, do hereby authorize the City to proceed to have the defects repaired and made good at our expense and will pay the costs and damages, including but not limited to any related attorney fees and City staff and administrative expenses, therefor immediately upon demand.

Dated: August 3, 2015

Signed: _____

Pantelis Kallergis
Printed Name

Olympic Land Construction
Company

2442 North Ave
Address

Sacramento, CA 95838

(Rev. 5-6-91)

OLYMP-1 OP ID: TB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/06/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Foothill Valley Ins Agency
13 Sierragate Plaza, Bldg A
Roseville, CA 95678
Wilhelm H Stenken

CONTACT NAME: Tyla Belton
PHONE (A/C, No, Ext): 916-773-4560 FAX (A/C, No): 916-773-4583
E-MAIL ADDRESS: tyla.b@foothillvalley.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Financial Pacific Ins. Co.	
INSURER B : Certain Und. at Lloyd's London	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Olympic Land-Construction
2442 North Ave.
Sacramento, CA 95838

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE X OCCUR			60446103	05/01/2015	05/01/2016	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			60446103	05/01/2015	05/01/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / X OCCUR			60446103	05/01/2015	05/01/2016	EACH OCCURRENCE	$ 4,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 4,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Builders Risk			JAS0398-15	05/15/2015	10/31/2015	Limit	800,000
B	Flood & Land Move			JAS0398-15	05/15/2015	10/31/2015	Ded.	25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Cervantes Park Expansion Project (PN: K15125100)
City of Sacramento, its employees, officers and agents are named additional insured per CG2010(12/11) attached. Insurance is primary. Waiver attached.

CERTIFICATE HOLDER

City of Sacramento
Dept. of Transportation
Engineering Services Division
915 I Street, Room 2000
Sacramento, CA 95814

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS (WITH LIMITED COMPLETED OPERATIONS COVERAGE)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
BUSINESSOWNERS COVERAGE FORM

PREMIUM

SCHEDULE

NAME OF PERSON OR ORGANIZATION

Any person or organization to whom or to which the named insured is obligated by a virtue of a written contract to provide insurance that is afforded by this policy. Where required by contract, the officers, officials, employees, directors, subsidiaries, partners, successors, parents, divisions, architects, surveyors and engineers are included as additional insureds. All other entities, including but not limited to agents, volunteers, servants, members and partnerships are included as additional insureds, if required by contract, only when acting within the course and scope of their duties controlled and supervised by the primary (first) additional insured. If an Owner Controlled Insurance Program is involved, the coverage applies to off-site operations only. If the purpose of this endorsement is for bid purposes only, then no coverage applies.

WHO IS AN INSURED: (Section II)

This section is amended to include as an insured the person or organization within the scope of the qualifying language above, but only to the extent that the person or organization is held liable for your acts or omissions in the course of "your work" for that person or organization by or for you. The "products-completed operations hazard" portion of the policy coverage as respects the additional insured does not apply to any work involving or related to properties intended for residential or habitational occupancy (other than apartments). This clause does not affect the "products-completed operations" coverage provided to the named insured(s).

WAIVER OF SUBROGATION:

We waive any right of recovery, when required by written contract, that we may have against the person or organization within the scope of the qualifying language above because of payments we make for injury.

LOCATION OF JOB:

The job location must be within the State of domicile of the named insured, or within any contiguous State thereto.

DESCRIPTION OF WORK:

The type of work performed must be that as described under classifications in the CGL Coverage Part Declarations.

REFER TO GENERAL LIABILITY SCHEDULE
ON FORM CG 71 54 01 07

PRIMARY CLAUSE:

When this endorsement applies and when required by written contract, such insurance as is afforded by the general liability policy is primary insurance and other insurance shall be excess and shall not contribute to the insurance afforded by this endorsement.

EXCLUSION

This insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering or failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve, maps, designs, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities.

Endorsement EFFECTIVE DATE: SEE DEC

Endorsement EXPIRATION DATE: SEE DEC

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OLYMLAN-01 DWARNOCK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/7/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Leaders Choice Insurance Services Inc.
2520 Venture Oaks Way, Suite 310
Sacramento, CA 95833

CONTACT NAME:
PHONE (A/C, No, Ext): (866) 211-2123 FAX (A/C, No): (866) 913-7036
E-MAIL ADDRESS: info@leaderschoiceins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Republic Underwriters Insurance Company	24538
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Olympic Landscaping
2442 North Ave
Sacramento, CA 95838

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	ATW 002960-02	05/01/2015	05/01/2016	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Cervantes Park Expansion Project (PN: K15125100)
A waiver of subrogation applies in favor of the City of Sacramento, Department of Transportation, Engineering Services for the work comp policy per the attached form WC 04 03 06(Ed. 4-84).

CERTIFICATE HOLDER

City of Sacramento
Department of Transportation
Engineering Services Division
915 I Street, Room 2000
Sacramento, CA 95814

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 5% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description
City of Sacramento, Department of Transportation, Engineering Services 915 I Street, Room 2000, Sacramento CA 95814 Attn: Jose R. Ledesma	Job Address: Cervantes Park - 3467 Freeport Blvd. Sacramento, CA 95818 Starting date: 9/1/2015 Duration of job: 20 days Work being performed: Irrigation, Planting Number of Insured's employees involved in the job: 6 Estimated payroll for the job: $20,000

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 05-01-2015 Policy No. ATW 002960-02 Endorsement No. 7
Insured Insurance Company
Kallergis, Peter (An Individual) Republic Underwriters Insurance Company

YEAR

CALIFORNIA FORM

2015 Withholding Exemption Certificate 590

The payee completes this form and submits it to the withholding agent.

Withholding Agent (Type or print)

Name
City of Sacramento

Payee

Name
Pantelis Kallergis

☐ SSN or ITIN ☐ FEIN ☑ CA Corp no. ☐ CA SOS file no.
94-2913782

Address (apt./ste., room, PO Box, or PMB no.)
2442 North Ave

City (If you have a foreign address, see instructions.)
Sacramento

State CA

ZIP Code 95838

Exemption Reason

Check only one reason box below that applies to the payee.

By checking the appropriate box below, the Payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

☑ **Individuals — Certification of Residency:**
I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☐ **Corporations:**
The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☐ **Partnerships or Limited Liability Companies (LLCs):**
The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

☐ **Tax-Exempt Entities:**
The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

☐ **Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit Sharing Plans:**
The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

☐ **California Trusts:**
At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.

☐ **Estates — Certification of Residency of Deceased Person:**
I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

☐ **Nonmilitary Spouse of a Military Servicemember:**
I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE OF PAYEE: Payee must complete and sign below.

Under penalties of perjury, I hereby certify that the information provided in this document is, to the best of my knowledge, true and correct. If conditions change, I will promptly notify the withholding agent.

Payee's name and title (type or print) Pantelis Kallergis - Owner Telephone (916) 972-7148

Payee's signature ▶ _____ Date 8-7-15

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Pantelis Kallergis

2 Business name/disregarded entity name, if different from above
Olympic Land Construction

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☑ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
2442 North Ave

Requester's name and address (optional)

6 City, state, and ZIP code
Sacramento, CA 95838

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
5 5 8 – 5 5 – 4 0 9 6

or

Employer identification number
9 4 – 2 9 1 3 7 8 2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Date ▶ 8-7-15

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

City of
SACRAMENTO
Department of Public Works

Engineering Services Division
915 I Street, RM 2000
Sacramento, CA 95814
Phone: 916-808-8300
Fax: 916-808-8281

NOTICE TO PROCEED

DATE

ABC Construction
Attn: John Construction
123 ABC Street
Sacramento, CA 95814

RE: PROJECT NAME (PN: XXXXXXXXXXXX)

Notice is hereby given you are authorized to commence work on the above referenced project on _____. You are legally required to begin work within fifteen (15) working days of this date. The entire work on the project must be completed within ___ **(_) working days** from the date of this notice. Forty eight (48) hours prior to starting work, please notify the Project Manager_____ **, 808-___.** Please address all correspondence to:

Engineering Services Division
915 I Street, Room 2000
Sacramento, CA 95814
(916) 808-8300/ (916) _____
(916) 808-7903 FAX
Attn: _____

Please reference City Project No. _____ in all billing and correspondence. We look forward to a mutually successful project. The City of Sacramento is committed to the "Partnering Concept" of open communication and cooperative construction. In that spirit, please do not hesitate to contact us via phone at (916) 808-8195 or FAX at (916) 808-8281 if we can be of any assistance.

Respectfully,

_____
Jose R. Ledesma
Contract Services

cc:
Tim Mar
Risk Management
Shareen Kidd
Project File

SPECIAL PROVISIONS

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BETWEEN 10th AVENUE AND 11th AVENUE
(PN: K15125100)

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SPECIAL PROVISIONS
FOR
CERVANTES PARK EXPANSION PROJECT
BETWEEN 10th AVENUE AND 11th AVENUE
(PN: K15125100)

1. GENERAL REQUIREMENTS

1.1 SCOPE AND LOCATION OF WORK

The following items of work are to be performed in these Special Provisions:

The work includes removing existing pavement, placing new striping, placing new curbs&gutters, and sidewalks, and replacing existing curb ramps as shown on the plans.

The underground work includes installing new drain inlets, leads and maintenance holes and adjusting maintenance holes, valve boxes and drain inlets to match new grades. Water lines will be installed to feed park features.

The electrical work to be performed includes furnishing and installing all necessary equipment and material to install street lighting as indicated on the Plan sheets and these Special Provisions. Conduits with pull boxes are also included with this project.

The landscaping work proposed includes new planting of trees, shrubs and groundcover. New irrigation lines will be installed and connected to existing lines. A new irrigation controller will be installed. Park features including benches, decorative walkways, water fountains, and public art will be constructed.

1.2 SPECIFICATIONS

The work to be performed under this contract shall be in accordance with the Special Provisions contained herein. In these Special Provisions, reference is made to the City Standard Specifications of the City of Sacramento, adopted June 2007, referred to herein as "Standard Specifications" and any amendments. Reference is also made to California Department of Transportation Standard Specifications, adopted May 2006, referred to herein as "State Standard Specifications" and any amendments. The General Requirements of this contract shall be governed by these Special Provisions first, followed by Section 1 through Section 8 of the Standard Specifications. Other standards or specifications specified in these Special Provisions govern only the applicable technical specifications unless otherwise specified in these Special Provisions.

1.3 ORDER OF WORK

Order of work shall conform to the provisions in Section 5-1.05, "Order of Work," of the State Standard Specifications and these special provisions.

1.4 COMPLETION TIME

The time limit for the completion of all items of work is **Twenty (20) working days**, commencing on the date set forth in the written Notice to Proceed issued by the City to the Contractor. Non-working days will be assigned for the pole acquisition time period. The Contractor shall pay a sum in the amount of **ONE THOUSAND TWO HUNDRED DOLLARS ($1,200)** as liquidated damages, and not as a penalty, for each calendar day delay after the expiration of **Twenty (20) working days**.

The Engineer will furnish the Contractor a weekly statement showing the number of working days charged to the contract for the preceding week and the number of working days charged to date. The Contractor will be allowed fifteen (15) calendar days in which to file a written protest setting forth in what respect the Contractor disagrees with the working day statement, otherwise the working day statement of the Engineer shall be deemed to have been accepted by the Contractor as correct.

1.5 PRE-BID INTERPRETATION OF CONTRACT DOCUMENTS

No oral representations or interpretation will be made to any bidder as to the meaning of the contract documents. Requests for interpretation shall be made in writing and delivered to the City at least seven (7) calendar days before the time announced for opening the proposals. Interpretation, where necessary, will be made by the City in the form of an addendum to the contract documents and, when issued, will be sent as promptly as is practicable to all parties to whom the bid documents have been issued. All such addenda shall become part of the contract. Requests for information regarding this procedure or other similar information, shall be directed to Adam Randolph of the Department of Public Works, Engineering Services Division, 915 I Street, Room 2000, Sacramento, CA 95814, (916) 808-7803, FAX (916) 808-7903 or ARandolph@cityofsacramento.org.

It shall also be the bidder's responsibility to call to the attention of the Engineer any missing pages or drawings in the contract documents including the addenda. These items shall be brought to the attention of the Engineer immediately but at least two (2) weeks prior to the bid opening date.

1.6 CERTIFICATE OF COMPLIANCE

The Contractor shall provide the Engineer with a manufacturer's "Certificate of Compliance" at the Engineer's request within two weeks. The Certificate of Compliance shall clearly show that the material, equipment and/or work is in compliance with the tests and specifications set forth in these contract documents.

1.7 FINAL PAY QUANTITY

Final pay quantity is designated on the sealed bid proposal sheet with a "(F)". Final pay quantity shall conform to Section 9-1.015 "Final Pay Items" of the State Standard Specifications, except

that the final pay quantity designation shall be made on the sealed bid proposal rather than the Plans.

1.8 EQUIPMENT TO BE SUPPLIED

All equipment, material and supplies called for in the specifications shall be new and currently manufactured items, unless otherwise specified. All equipment shall be complete and in operation to the satisfaction of the Engineer at the time of acceptance of the work.

All incidental parts which are not shown on the Plans or specified herein and which are necessary to complete the project shall be furnished and installed as though such parts were shown on the Plans or specified herein.

All equipment, materials, or supplies to be considered as an approved equal must be submitted to the City contact listed in PREBID INTERPRETATION OF CONTRACT DOCUMENTS, for approval no less than ten (10) calendar days prior to the bid opening date. If the City finds said equipment, materials, or supplies to be acceptable, an addendum will be issued notifying all bidders by the close of business on Friday before the bid opening date. If there is no addendum accepting an approved equal, bidders shall submit bids based on the original specified equipment, materials, or supplies.

1.9 HANDLING AND REMOVAL OF HAZARDOUS OR CONTAMINATED MATERIALS

In the event hazardous or contaminated materials are encountered at the site for which separate handling or removal provisions have not been made in these Special Provisions, the Contractor shall stop work on that item, contact the Engineer and schedule his operations to work elsewhere on the site if possible. The City will be responsible for handling and removal of hazardous material or may request that the Contractor shall be available, through contract change order, to provide additional services as needed for the completion of the work. Additional services may consist of retaining a subcontractor who possesses a California license for hazardous substance removal and remedial actions.

Hazardous or contaminated materials may only be removed and disposed of from the project site in accordance with the following provisions:

1. All work is to be completed in accordance with the following regulations and requirements:

    a. Chapter 6.5, Division 20, California Health and Safety Code.

    b. California Administration Code, Title 22, relating to Handling, Storage, and Treatment of Hazardous Materials. 29 Code of Federal Regulation 1910.120 relating to Hazardous Waste Operation Safety Training.

    c. City of Sacramento Building Code and the current edition of the Uniform Building Code.

2. Coordination shall be made with the County of Sacramento Environmental Management Department, Hazardous Materials Division, and the necessary applications shall be filed.

3. All hazardous materials shall be disposed of at an approved disposal site and shall only be hauled by a current California registered hazardous waste hauler using correct manifesting procedures and vehicles displaying a current Certificate of Compliance. The Contractor shall identify by name and address the site where toxic substances shall be disposed of. NO payment for removal and disposal services shall be made without a valid certificate from the approved disposal site that the material was delivered.

None of the aforementioned provisions shall be construed to relieve the Contractor from the Contractor's responsibility for the health and safety of all persons (including employees) and from the protection of property during the performance of the work. This requirement shall be applied continuously and not be limited to normal working hours.

1.10 COORDINATION

The Contractor shall coordinate his activities in a manner that will provide the least interference with the City's operations, other contractors and utility companies working in the area, and agencies exercising jurisdiction over the project area or portions thereof.

1. At a minimum the Contractor shall coordinate his operations with the following:

   - City Fire Alarm
     Contractor shall notify Doug Crawford, at 798-0673 or 277-6133, a minimum of five (5) working days prior to beginning work.

   - Underground Service Alert
     Contractor shall contact Underground Service Alert (USA) at 1-800-227-2600, a minimum of three (3) working days prior to any excavation.

The Contractor shall be responsible for any garden refuse piles, which are inadvertently placed in the street between the time of City pickup and the Contractor's work. The cost for removing garden refuse piles shall be included in the unit prices bid for the various items of the proposal.

The cost of coordination shall be included in the unit prices bid for the various items of the proposal and no additional compensation will be allowed therefor.

1.11 PROJECT SCHEDULING

The Contractor shall submit to the Engineer a practicable progress schedule and a schedule of values at the pre-construction meeting and within 5 days of the Engineer's written request at any other time. The Contractor shall furnish the schedules in Microsoft Project 2003 or older. The progress schedule shall show the order in which the Contractor proposes to carry out the work, the dates on which he will start the features of the work and the contemplated dates for completion of the work. The schedule of values is submitted for use in determining progress

payments. The progress schedules submitted shall be consistent in all respects with the time and order of work requirements of the contract.

The Contractor shall submit, review and update a project schedule in accordance with Section 7-2 of the Standard Specifications. Subsequent to the time that submittal of a progress schedule and a schedule of values is required in accordance with these specifications, no progress payments will be made prior to the submittal of an acceptable project schedule.

1.12 PROTECTION OF EXISTING IMPROVEMENTS

The location, alignment, and depth of existing underground utilities as shown on the Plans are taken from public records and no responsibility is assumed for their accuracy.

The Contractor's attention is directed to the provisions of Chapter 3.1 "PROTECTION OF PUBLIC UTILITIES IN PUBLIC CONTRACTS" of the California Government Code concerning protecting existing overhead and underground utilities. In particular, Section 4216 and Section 4217.

Existing improvements, utilities and adjacent property shall be protected from damage resulting from the Contractor's operations. All trees, shrubbery, grass, fences, mail boxes, walls and other improvements including existing pavements, sidewalks, street improvements, sprinkler systems and underground utilities and other improvements not to be removed under this contract shall be protected from damage by the Contractor throughout the construction period.

All painted or other disfiguring markings on the pavement, sidewalk or gutters shall be removed by the Contractor before acceptance of the work.

The Contractor will insure that utility services to customers in the project are maintained.

The Contractor is responsible for the protection of and for damage to existing overhead and underground utility lines and services encountered during the course of construction. The Contractor shall notify the respective utility owner prior to any interruption of service.

The Contractor is expected to "pothole" existing underground utilities a minimum of ten (10) working days in advance at any location where an existing utility may be in conflict with the proposed work.

The cost of relocating existing overhead or underground utilities not specified on Plans to be relocated, but which the Contractor elects to relocate or cut and reconnect for his/her own convenience, shall be borne by the Contractor.

No compensation will be paid to the Contractor for the maintenance and protection of existing utilities and facilities. The cost of such work shall be included in whatever bid item the Contractor deems appropriate.

1.13 TRAFFIC HANDLING, PUBLIC SAFETY AND CONVENIENCE

The contractor's attention is directed to Sections 6 and 7 of the Standard Specifications.

The contractor shall submit to the Engineer for review and approval a plan showing traffic control measures for vehicles, pedestrians and bicycles affected by the construction work. For emergency purposes, the responsible person in charge of the work must be reachable by phone 24 hours a day during the progress of the work. A 24-hour phone number shall be indicated on the permit application.

The contractor shall adhere to guidelines as stated in Section 12.20.030 of Title 12 of the Sacramento City Code pertaining to Traffic Control Plan – Requirements, and shall conform to the current edition of the California MUTCD. Particular attention is directed to Chapter 6D – Pedestrian and Worker Safety and Chapter 6F – Temporary Traffic Control Zone Devices, Section 6F.68 – Detectable Edging for Pedestrians.

At the end of each working day if a difference in excess of 0.2 foot exists between the elevation of the existing pavement and the elevation of any excavation within 8 feet of the traveled way, material shall be placed and compacted against the vertical cuts adjacent to the traveled way. During excavation operations, native material may be used for this purpose, however, once the placing of the structural section commences, structural material shall be used. The material shall be placed to the level of the elevation of the top of existing pavement and tapered at a slope of 4:1 or flatter to the bottom of the excavation. Full compensation for placing the material on a 4:1 slope, regardless of the number of times it is required, and subsequent removing or reshaping of the material to the lines and grades shown on the plans shall be considered as included in the contract price paid for the material involved and no additional compensation will be allowed therefor. No payment will be made for material placed in excess of that required for the structural section.

Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately by the Contractor at his expense.

Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners.

Roadway excavation and the construction of embankments shall be conducted in such a manner as to provide a relatively smooth and even surface satisfactory for use by public traffic at all times. Skid resistance steel plates or other approved methods shall be used to cover all open excavations in the roadways and sidewalks at all times during construction

The plans shall be developed with the following requirements:

1. Working hours shall be between 7:30 am and 4:30 pm Monday through Friday, unless otherwise approved by the Engineer.

2. Weekend work from 8:30 am to 5:30 pm may be approved by the Engineer.

3. The Contractor shall submit for approval, a written request to perform weekend work a minimum of two (2) weeks prior to the weekend dates. If weekend work is approved, the cost of inspection shall be borne by the City.

4. If necessary, only one travel lane may be closed on **Freeport Boulevard** between the hours of 9am and 4pm to complete the proposed improvements.

5. The Contractor shall furnish, install temporary stripes and maintain temporary construction warning signs, lighting, flaggers, barricades, striping and other devices necessary to safeguard the general public and the work, and to provide for the safe and proper routing of all vehicular and of pedestrian traffic within and through the limits of the projects during the construction. The requirement shall apply continuously and shall not be limited to normal working hours.

6. The Contractor shall maintain existing electrical facilities and traffic and public safety in accordance with Section 34 of the Standard Specifications and these Special Provisions.

7. Residential driveways may only be closed after giving property owners 24 hour notice in advance of the closure. Driveways may only be closed during normal work periods and while the contractor is actively pursuing work which requires the driveway to be closed, except when forms are in place, or while concrete is being cured.

8. Commercial driveways shall remain open at all times. The Contractor shall schedule the commercial driveways to be poured in two phases unless more than one driveway is available to the property. The Contractor shall coordinate the driveway closure with property owners' 5 calendar days in advance.

9. All work within public streets and/or roadway right-of-way shall be done in an expeditious manner so as to cause as little inconvenience to the traveling public as possible. Skid-resistant steel plates or other approved methods shall be used to cover all open excavations in the roadway during non-working hours.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in traffic handling, public safety and convenience shall be considered as included in the prices paid for various contract items of work and no additional compensation will be allowed.

1.14 USE OF SLIP-FORM MACHINES FOR CONCRETE CONSTRUCTION

The Contractor may use concrete slip form machines to construct concrete curbs, gutters and sidewalks. The Contractor must maintain proposed lines and grades as shown on the plans. For curbs constructed on existing pavements, the contractor must construct the curb to eliminate any uneven lines and top of curb grade elevations. If in the sole discretion of the Engineer, these lines and grades are not maintained, the Contractor shall remove and replace the concrete at his/her costs.

If concrete curb, or curb and gutter, which is abutting concrete sidewalk, is poured separately (non-monolithically) then the Contractor shall construct a dowelled connection between the curb and sidewalk.

1.15 TRAFFIC CONTROL AND HANDLING FOR CONSTRUCTION STAKING

The Contractor is responsible for providing traffic control (at the request of the City survey crew) to place the Contractor's construction stakes within vehicle travel lanes of heavy volume streets and highways. Heavy volume streets are typically major and minor collectors and arterial streets; and are not alleys, local residential, local commercial, or local industrial streets. The cost to provide traffic control for construction staking in the vehicle travel lanes shall be included in the bid items the Contractor deems appropriate.

1.16 PUBLIC NOTIFICATION

The Contractor shall notify residents and businesses within the project limits in writing five (5) working days in advance of beginning work. The notice shall be approved by the Engineer and shall describe the work to be performed, the anticipated duration of construction and the name and telephone number of the Contractor's representative that can be reached 24 hours a day, 7 days a week.

The Contractor shall be responsible for issuing a second notice to property owners five (5) working days in advance of commencing any work on private property. The Contractor shall include in the public notification flyers/postcards detailed procedures explaining precautions the homeowner can take to help prevent plugged utility service fixture problems. The Contractor shall submit to the Engineer for review and approval public notification flyers/postcards before they are issued to the public.

Full compensation for this item shall be included in the prices paid for various contract items of work and no additional compensation will be allowed.

1.17 REMOVAL OF ON-STREET PARKING

Seventy-two (72) hours prior to construction (except Monday work, barricades shall be placed on the prior Thursday), the Contractor shall place signed Type II barricades stating "NO PARKING - (specific times and dates) - Tow Away" or "NO PARKING - (specific times and dates) - This Block", at 50 to 60 foot intervals in the work area. The Contractor shall notify the City Parking Division (916-808-5874) prior to placing barricades. No fee is required in Non-metered zones. "NO PARKING" signs shall be approved by the Engineer prior to their use. "NO PARKING" signs and barricades shall be supplied by the Contractor. The Contractor shall notify the Engineer immediately after the "NO PARKING" signs are in place.

Barricades shall be placed before 1:00 PM on the day selected to allow sufficient time for City inspection.

Failure to comply with this section will prevent the City from towing vehicles parked within the proposed work area until the provisions of this section have been met and will require

rescheduling of planned work. Additionally, "NO PARKING" signs and barricades shall not be removed prior to removal/towing of vehicles in violation of posted "NO PARKING" signs.

Payment shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and payment of all fees required to perform all work, as specified in these Special Provisions and as directed by the Engineer and shall be considered as included in the prices paid for the various contract items of work. No additional compensation will be allowed therefore.

1.18 EQUIPMENT LIST AND DRAWINGS SUBMITTALS

Equipment list and drawings shall be in accordance with Section 34-3 of the Standard Specifications and these Special Provisions.

Unless otherwise permitted in writing by the Engineer, the Contractor shall, within ten (10) days following notification of award of the contract submit to the Engineer for approval a listing of equipment and material which he/she proposes to furnish and install. The list shall be complete as to name of manufacturer, size and catalog number of unit, and shall be supplemented by other data, including detailed scale drawings and wiring drawings. A minimum of five (5) copies of the above data shall be submitted to the Engineer for review and approval.

The Contractor shall submit to the Engineer a statement from each vendor supplying electrical equipment, including but not limited to, signal heads, standards, electroliers, luminaries, service pedestal and all other electrical equipment indicating that the orders for the materials required for this contract have been received and accepted by said vendor. The confirmed date of delivery to the contractor shall be indicated on the statement.

All substitutions are subject to the approval of the Engineer.

1.19 PROOF OF COMPLIANCE WITH CONTRACT

In order that the Engineer may determine whether the Contractor has complied with the requirements of the contract documents not readily determinable through inspection and tests of plant, equipment, work, or materials, the Contractor shall at any time when requested, at the Contractor's expense, submit to the Engineer properly authenticated documents or other satisfactory proofs as to his compliance with such requirements.

1.20 RECORD DRAWINGS

Contractor shall maintain a neatly and accurately marked set of record drawings showing the final locations and layout of all facilities as-built. Drawings shall be kept current weekly, with all work instructions and Change Orders, accommodations, and construction adjustments. Drawings shall be subject to the inspection by the Engineer at all times, and progress payments, or portions thereof, may be withheld if drawings are not accurate and current. Prior to City's acceptance of the Work, Contractor shall deliver to the Engineer one (1) set of neatly marked record drawings, accurately showing all the information required above. If the Engineer does not approve the record drawings, Contractor shall revise and resubmit the record drawings as necessary to obtain

the Engineer's approval. If Contractor fails to comply with the requirements of this section, the City may deduct and retain the cost of preparing the record drawings from the Contract.

1.21 BACKFILLING OF VOIDS

All voids resulting from the removal of trees, pipes, maintenance holes, ditch boxes, or other buried structures or objects shown on the Plans or called in these Special Provisions to be removed, shall be backfilled per the provisions of Section 26 (Trench Backfill) of the Standard Specifications. In the event job excavated native material is unsuitable for backfill as determined by the Engineer, the Contractor shall furnish the required suitable backfill material.

The cost to backfill voids as specified in the Special Provisions shall be included in the price bid for the respective items to remove trees, pipe, maintenance holes, ditch boxes, or other buried structures or objects, and no additional compensation shall be allowed.

1.22 PAVEMENT CUTTING AND RESTORATION

Pavement cutting and restoration shall conform to the provisions of Section 13-4 of the Standard Specifications and these Special Provisions.

No pavement cutting shall precede pavement excavation by more than seven (7) calendar days unless approved by the Engineer. Prior to excavation in paved areas, pavement will be broken within the limits of expected excavation so as to prevent lifting of the pavement during excavation. Prior to restoration, the pavement shall be sawed or scored with an abrasive type pavement cutter (maximum blade width 1/4"). The proper tools and equipment shall be used so that the pavement will be cut to a neat and straight line six inches (6") beyond the limits of actual excavation.

Where pavement cutting takes place more than five (5) calendar days before trench excavation, the Contractor shall fill the pavement cuts with asphaltic patching mix and maintain a smooth riding surface until trenching begins.

Where the limits of excavation are located within twelve (12") of the edge of existing pavement or lip of the curb and/or gutter, the existing pavement within this twelve inches (12") shall also be removed.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for all work involved in this item shall be considered as included in the unit price bid for roadway excavation and removing and replacing asphaltic concrete pavement.

1.23 PROTECTION OF TREES

During construction the Contractor shall protect existing trees. All work near the trees shall be coordinated by the Contractor with the City Arborist, Duane Goosen, phone number 808-4996. The Contractor shall comply with direction as given by the City Arborist and the following City requirements regarding tree protection:

No storage of materials or parking of vehicles may occur within the drip lines of the trees, except on paved streets.

If, during construction, tree roots two inches (2") in diameter or greater are encountered, work shall stop immediately and the City Arborist shall be contacted for a root inspection, and roots shall not be cut without arborist approval. Roots approved by the arborist to be pruned during the course of project construction shall be cleanly cut. If extensive root pruning is proposed an arborist inspection will determine if tree removal is necessary.

If construction activities will affect any of the limbs of the trees, a certified arborist (certified by International Society of Arboriculture, Western Chapter) shall be consulted prior to the cutting or removal of any limb. Limbs approved by the arborist to be pruned during the course of project construction shall be cleanly cut.

The Contractor shall be responsible for damages to trees. Trees damaged by the Contractor during construction activities shall be assessed by the City Arborist using the International Society of Arborists (ISA) appraisal guide or UFS standard diameter and area indexing. The Contractor's responsibility for damaged trees will be determined by the Arborist.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in this section shall be considered as included in the prices paid for various contract items of work and no additional compensation will be allowed.

1.24 TREE TRIMMING

Trees identified by the Engineer to be trimmed shall be trimmed in accordance with the following specifications and as directed by the Engineer or project Arborist in conjunction with the City Arborist:

General Conditions - This work is to be performed by a Tree Service Contractor, licensed and bonded to do business in the City of Sacramento. The work to be done will consist not only of this trimming and removal of branches and limbs but also disposal of material trimmed from these trees. Disposal of material will not be allowed at the City Dump.

Contractor shall be aware of and shall comply with all ordinances governing and related to tree trimming work. Contractor shall furnish all labor, materials and equipment as required in performing the work described herein in strict accordance with these specifications and subject to the terms and conditions of this contract.

Description of Work - The work shall be done primarily from truck mounted aerial platforms except where trees are inaccessible to trucks. All hand and power tools in the performance of this work shall be subject to inspection and approval of the Manager of the Urban Forest Services division or his designated representative who shall serve as the inspector for the City.

In general, the standard tree trimming equipment shall be used and shall be maintained in a satisfactory condition at all times. All tools shall be clean, sharp, in proper working order and shall be checked for safety before each job.

Inspection/Permit - The Contractor shall notify the Engineer prior to 8:00 a.m. on each day Contractor will be trimming trees.

The Contractor shall notify, 3 working days prior to tree trimming, the City Arborist, Duane Goosen, (916) 808-4996 and obtain, for this project, a permit for tree trimming within the City.

Special Conditions - All licenses, insurance, etc., necessary to assume the legal responsibility for said work shall be acquired by the Contractor to cover the liabilities which might be caused by said work.

All workmen shall comply with State Compensation Safety Rules and must wear safety equipment at all times while on the job. Adequate warning devices, barricades, guards, cones, etc., shall be placed and necessary precautions shall be taken by the Contractor to provide protection for the workers, pedestrians and vehicular traffic in the area. Work shall be scheduled and conducted in a cooperative manner in order to give the least possible interference with or annoyance to others. It shall be the responsibility of the Contractor to work out any cooperative work schedules as necessary.

All tree work requiring climbing of trees shall be suspended during inclement weather. No trimmings or debris shall be left overnight on any of the work sites. Upon completion of a specific area, the site shall be left in a clean and orderly condition. It shall be the responsibility of the Contractor to repair any damages to adjacent property including shrubs, trees or other growth as well as structures along the route.

To prevent the spread of Dutch elm disease, tree trimming tools shall be sprayed with Lysol before any tree trimming and after each tree has been trimmed.

Personnel - All work shall be done by qualified and trained persons. They shall be familiar with tree climbing and trimming work in general and trained to work in trees of any size. A qualified foreman shall be provided to oversee and direct the work of each crew.

Correct Cuts - All work shall be done in a professional and workmanlike manner. All cuts shall be made in accordance with the following sections in these Special Provisions, and as directed by the Engineer. Trees shall be trimmed at locations where there are tree conflicts and as directed by the Engineer or project Arborist in conjunction with the City Arborist.

Tree trimming shall include the removal of any limbs or brush from limbs in order to achieve a clear space of at least six foot (6') radial distance from each luminaire. The results of the tree trimming shall produce an unobstructed cone of light that will illuminate a semicircle on the street at street level. The semicircle shall have a radius of forty feet (40') minimum on the street from the electrolier base. The unobstructed cone of light shall also illuminate an area at sidewalk level on the house side of the electrolier. This illuminated area shall extend fifteen feet (15') minimum from the base of the electrolier.

Twigs, small limbs and sucker growth shall be removed with hand pruners, pole pruners or a fine toothed saw. All portions of a tree removed in the pruning operations, whether small or large in diameter, shall be made just outside the branch bark ridge, parallel to and immediately adjacent to the tree limb from which the part is removed.

Any dead wood and broken limbs encountered in the pruning operations shall be removed. Dead wood shall be defined as any portion of the tree having no living foliage, no live buds or no apparent life in the cambium layer. Final cuts on dead limbs shall not cut into the branch bark ridge or branch collar of the parent limb. Dead limbs larger than three-fourths of one inch (3/4") in diameter shall be removed by sawing. Broken limbs shall be removed except where branches have split and one portion of the branch can be saved by pruning to reduce lateral end weight.

Shrubs shall be pruned as directed by the Engineer and shall conform to current ISA specifications.

The cost of such work shall be included in whatever bid item the Contractor deems appropriate.

1.25 STOP WORK IF CULTURAL RESOURCES ARE DISCOVERED

If artifacts or stone, bone, or shell are uncovered during construction activities, the Contractor shall stop work within 100 feet of the find and notify the City, who will consult with a qualified archaeologist for an on-the-spot evaluation. Additional mitigation of the archaeological site will be the responsibility of the City. If bone is found and it appears to be human, the City will notify the Sacramento County coroner and the Native American Heritage Commission (916-322-7791).

1.26 HEALTH AND SAFETY

The Contractor is warned that existing sewers and appurtenances have been exposed to sewage and industrial wastes. These facilities shall therefore be considered contaminated with disease-causing organisms. Personnel in contact with contaminated facilities, debris, wastewater, or similar items shall be advised by the Contractor of the necessary precautions that must be taken to avoid becoming diseased. It is the Contractor's responsibility to urge his personnel to observe a strict regime of proper hygienic precautions, including any inoculations recommended by the local public health officer.

Because of the danger of solvents, gasoline, and other hazardous material in the existing sewers, these areas shall be considered hazardous to open flame, sparks, or unventilated occupancy. The Contractor shall be aware of these dangers and shall take the necessary measures to assure his personnel observe proper safety precautions when working in these areas.

The Contractor shall not allow any wastewater to discharge from sewage collection systems onto adjacent lands or waters. In case of accidental discharge, the Contractor shall be responsible for containment, immediate cleanup and disposal at his own expense to the full satisfaction of the Engineer. Where containment is not possible, adequate disinfection shall be provided by the Contractor at his expense as directed by the Engineer or agency with jurisdiction. If, in the opinion of the Engineer, the Contractor fails to adequately follow the above guidelines, he will make arrangements to have the work done by others, and have the cost charged to the Contractor.

1.27 PERMITS AND STAGING AREA

The contractor may use forty feet of park space adjacent to the project working area for material and equipment storage. If the Contractor chooses to make use of this area, he/she is responsible for protecting existing planting and irrigation, repairing any damaged property, and re-sodding the area at his own expense upon completion of construction activities.

If the Contractor decides he/she needs additional working easement areas, work sites or material sites to facilitate his operation, it shall be his sole responsibility to locate, negotiate, obtain and pay for such additional working easements, work sites and material sites.

The Contractor shall submit to the Engineer written authorization from the property owner of private property being used for the storage of equipment or materials. A copy of any written agreements entered into between the Contractor and the property owner concerning encroachment onto private property shall be provided to the Engineer prior to beginning any work on the property.

Prior to work within the City-owned property, a right of entry must be obtained through the City of Sacramento Real Estate division. Contact Ken Hancock (916) 808-5752, KHancock@cityofsacramento.org, and submit a written application for right of entry a minimum of 2 weeks prior to required entry.

An application for the right of entry must detail the full legal name of the company, the company's main point-of-contact, the name of the person(s) responsible for signing the right of entry including his or her title, dates and durations of requested entry, activities requiring entry, proposed work hours, a description of any materials and equipment to be stockpiled and areas where stockpiles will be kept depicted on a detailed aerial exhibit, fueling or maintenance operations planned, and any other potentially hazardous materials that may be located on site, as well as any other pertinent information related to the project that should be disclosed.

All areas lying outside of the street right-of-way which are affected by the work shall be restored to the same, or better condition existing prior to the commencement of the work, to the satisfaction of the Engineer.

The cost of necessary permits, all restoration, including but not limited to landscaping improvements, shall be included in the various items of work the Contractor deems appropriate, and no separate or additional compensation shall be made.

1.28 EROSION AND SEDIMENT CONTROL

Erosion and Sediment Control shall be in accordance with Section 16 of the City Standard Specifications.

2. ITEMS OF THE PROPOSAL

ITEM NO. 1 - PRECONSTRUCTION PHOTOGRAPHS

Preconstruction photographs shall conform to Section 11 of the Standard Specifications.

Payment shall be at the lump sum bid and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in taking preconstruction photographs as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 2 - ROADWAY EXCAVATION AND GRADING

Excavation and grading shall conform to Section 14 of the Standard Specifications and these Special Provisions.

Excavation shall include sawcutting and removal of all asphalt concrete (AC), aggregate base (AB), Portland Cement Concrete (PCC), native material and soil to allow construction of improvements to the lines and grades shown on the Plans. This item shall include grading behind the proposed sidewalk necessary to match the existing grades and improvements.

This work shall include excavation and grading necessary to construct the proposed street section, ditch grading and ditches, median, curb & gutter, sidewalk, driveways, walkways, planters and other park improvements and shall include finish grading to match the back of sidewalk to surrounding grade using a maximum 4:1 slope per the construction plans. This work shall include shaping and trimming of slopes, and the placement and compaction of excavated earth material to the lines and grades shown on the Plans.

All existing asphalt pavements to be removed shall be full depth saw-cut at the limits of removal as shown on the Plans and in accordance with Section 13 of the Standard Specifications.

Excess excavated material shall become the property of the Contractor and shall be deposited in a location and manner satisfactory to the Engineer. When any material is to be disposed of outside the right-of-way, the Contractor shall obtain written permission from the owner upon whose property the disposal is to be made before any material is deposited thereon.

The Contractor shall exercise extreme care to avoid damaging the curb and gutter lips, sidewalks, and planting areas during excavation operations. Gutter lips damaged by the Contractor which are spalled in excess of one inch (1") deep by five inches (5") long will be repaired at the Engineer's direction. The cost of repairs to damaged curb and gutter shall be considered as included in this item, and no separate payment shall be made therefore.

Payment shall be made based on the final pay quantity indicated on the Sealed Proposal and will not be recalculated in the field. Payment for fill grading shall be included in the unit bid price for this item and shall not be made separately.

Payment shall be based on final pay quantity per cubic yard and shall include full compensation for all labor, materials, tools, equipment, incidentals and for doing all work involved with roadway excavation and grading as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 3 - LANDSCAPE FILL TO PLACE

Landscape fill shall conform to Section 14 of the Standard Specifications and these Special Provisions and as shown on the Plans.

Payment shall be at the unit price bid per cubic yard and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in placing landscape fill as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 4 - AGGREGATE BASE CLASS 2 TO PLACE

Class 2 aggregate base shall be placed as shown on the Plans and conform to Sections 10 and 17 of the Standard Specifications and these Special Provisions.

This item shall include placing Class 2 aggregate base in the pavement section, shoulder area, and under the proposed curb, gutter, sidewalk and driveways.

Payment shall be made at the unit price bid per ton based on the weight tickets and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in placing aggregate base Class 2 as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 5 - ASPHALT CONCRETE (3/4") PAVEMENT TO PLACE

Asphalt concrete shall be Type A, 3/4" maximum aggregate (coarse) and shall be placed as shown on the Plans, as specified in these Special Provisions and in conformance with the requirements of Sections 10 and 22 of the Standard Specifications.

Payment shall be at the unit price bid per ton based on the weight tickets and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in placing asphalt concrete pavement as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 6 - 3 1/2" PCC SIDEWALK TO CONSTRUCT

Portland cement concrete (PCC) sidewalk shall be constructed as shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Sections 10, 24 and 38 of the Standard Specifications.

At locations where curb ramps or sidewalks are being retrofitted into existing sidewalk areas, sidewalk shall match existing color by adding one pound of lamp black per cubic yard of concrete.

If concrete curb, or curb and gutter, which is abutting concrete sidewalk, is poured separately (non-monolithically), then the Contractor shall construct a dowel connection between the curb and sidewalk.

Payment shall be at the unit price bid per square foot and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in placing 3-1/2" PCC sidewalk as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 7 - 3 1/2" SCORED PCC SIDEWALK TO CONSTRUCT

Scored portland cement concrete (PCC) sidewalk shall be constructed as shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Sections 10, 24 and 38 of the Standard Specifications.

Scored PCC sidewalk shall be constructed with score patterns as indicated in the project plans. Any deviation of modification of the scoring pattern must be approved by the Engineer.

Payment shall be at the unit price bid per square foot and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in placing 3-1/2" Scored PCC sidewalk as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 8 - CURB AND GUTTER TYPE 2 TO CONSTRUCT

Portland cement concrete curb and gutter type 2 shall be constructed as shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Sections 10, 24 and 38 (DWG. T-11) of the Standard Specifications.

The curb and gutter portion of the curb ramps and transitions to existing curb and gutter of a different type shall be paid for with this item of work.

Transitions to conform to existing rolled curb and other curb types will be considered as included in the price bid for Curb and Gutter Type 2 to Construct and no additional compensation will be allowed therefore.

The new concrete curb and gutter shall match existing improvements. The curb and gutter shall match existing color by adding one pound of lamp back per cubic yard of concrete.

Payment shall be at the unit price bid per lineal foot and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved

in constructing curb and gutter type 2 as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 9 - CURB RAMP TO CONSTRUCT

Portland cement concrete (PCC) curb ramps shall be constructed as shown on the Plans or as directed by the Engineer and shall conform to Sections 10, 19, 24 and 38 (DWG.T-71) of the Standard Specifications and as shown on plans. PCC curb ramps shall be 3 1/2" thick and shall be constructed of Class "C" Portland cement concrete mix.

The price bid for construction of Curb Ramps includes ramps, landings, flares, retaining curbs, and curb and gutter contiguous to the ramp, pan, or flairs as shown in the City standard details.

Construction of retaining curbs as shown in City standard details, if required, shall be considered as included in the price bid for Curb Ramp To Construct and no additional compensation will be allowed therefore.

The City reserves the right to add, eliminate and /or modify any ramp in the field.

Payment shall be at the final pay unit price bid per square foot and shall include full compensation for all labor, materials, tools, equipment, incidentals and for doing all work involved in constructing PCC curb ramp as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 10 - TRUNCATED DOMES TO PLACE

Cast in place truncated domes shall be installed as shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Section 38 (DWG.T-78 and T-79) of the Standard Specifications.

Detectable Warning Tiles shall be Armor Tile, ADA Solutions or approved equal, as manufactured by Engineered Plastics Inc.: Product (#1) #ADA-C3648S-YW, Cast in Place, 36" x 60", Sound Amplifying, Color Federal Yellow, Product (#2) #ADA-S-3648-YW, Surface Applied, 36" x 60", Sound Amplifying, Color Federal Yellow or ADA Solutions Product (#1) # 3648IDPAV1Y, Cast in Place, 36" x 60", Sound Amplifying, Color Federal Yellow, Product (#2) # 3648IDRET1Y, Surface Applied, 36" x 60", Sound Amplifying, Color Federal Yellow. Detectable Warning Tiles shall have a five (5) year written warranty.

Installation of detectable warnings shall be by manufacturer trained and certified individuals. Detectable warning and installation shall have a five (5) year written warranty.

Contractor shall ensure that truncated domes are placed across the entire width of curb ramp landings. Price of trimming panels is included in the unit price bid for truncated domes and no additional compensation will be allowed therefore.

Payment for truncated domes shall be per each truncated dome panel installed, and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing

all work involved with installing cast in place truncated domes as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 11 - CONSTRUCT SIDEWALK BARRICADE

This work includes the permanent installation of sidewalk barricades at the locations shown on the plans. Sidewalk barricades installed must conform to the details shown in Section 38 of the Standard Specifications (DWG. T-102).

Payment shall be at the unit price bid per each barricade constructed. This price will include full compensation for furnishing all labor, material, tools, equipment, and incidentals and for doing all the work involved in Construct Sidewalk Barricade complete in place as shown on the Plans, as specified in these Technical Specifications, and as directed by the Engineer.

ITEM NO. 12 - TRAFFIC STRIPES AND TRAFFIC MARKINGS TO REMOVE

Thermoplastic and preformed traffic stripes (4", 6", and 8") shall be removed to the fullest extent possible from the pavement by grinding. Grinding material left on the pavement as a result of removing traffic stripes shall be removed as the work progresses. Accumulations of grinding material, which might constitute a hazard to traffic, will not be permitted.

The Contractor shall place temporary markers prior to removing traffic control measures during the striping removal operation. Temporary markers shall be maintained until permanent striping is in place.

Thermoplastic and preformed pavement marking shall be removed to the fullest extent possible from the pavement by grinding. Grinding material left on the pavement as a result of removing markings shall be removed as the work progresses. Accumulations of grinding material, which might constitute a hazard to traffic, will not be permitted.

Pavement markings are defined as, but are not limited to, word and symbol markings, parking brackets, and "Triple-four" crosswalks.

Payment shall be at the lump sum price bid for remove traffic stripes and traffic markings and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved with removing traffic stripes as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 13 - THERMOPLASTIC TRAFFIC STRIPING (DETAIL 8) TO PLACE

Thermoplastic traffic stripes shall be placed where shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Section 32 of the Standard Specifications and these Special Provisions.

The contract quantity for striping shall be per lineal feet of the detail placed. No adjustments are to be made to the bid quantity for breaks in striping, stripe thickness, or multiple stripes (i.e. double stripes) as detailed in the California MUTCD and the Caltrans Standard Plans. Retro

reflective markers as specified in the striping detail are considered as included in the lineal foot price bid.

Payment shall be at the unit price bid per lineal foot of Thermoplastic Traffic Striping (Detail 8) and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for doing all work involved with placing Thermoplastic Traffic Striping (Detail 8) as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 14 - THERMOPLASTIC TRAFFIC STRIPING (DETAIL 22) TO PLACE

Thermoplastic traffic stripes shall be placed where shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Section 32 of the Standard Specifications and these Special Provisions.

The contract quantity for striping shall be per lineal feet of the detail placed. No adjustments are to be made to the bid quantity for breaks in striping, stripe thickness, or multiple stripes (i.e. double stripes) as detailed in the California MUTCD and the Caltrans Standard Plans. Retro reflective markers as specified in the striping detail are considered as included in the lineal foot price bid.

Payment shall be at the unit price bid per lineal foot of Thermoplastic Traffic Striping (Detail 22) and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for doing all work involved with placing Thermoplastic Traffic Striping (Detail 22) as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 15 - THERMOPLASTIC TRAFFIC STRIPING (4" WHITE) TO PLACE

Thermoplastic traffic stripes shall be placed where shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Section 32 of the Standard Specifications and these Special Provisions.

Payment shall be at the unit price bid per lineal foot of Thermoplastic Traffic Striping (4" White) and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for doing all work involved with placing Thermoplastic Traffic Striping (4" White) as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 16 - THERMOPLASTIC TRAFFIC STRIPING (12" CROSSWALK) TO PLACE

Thermoplastic traffic stripes shall be placed where shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Section 32 of the Standard Specifications and these Special Provisions.

Payment shall be at the unit price bid per lineal foot of Thermoplastic Traffic Striping (12" Crosswalk) and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for doing all work involved with placing Thermoplastic Traffic Striping (12" Crosswalk) as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 17 - THERMOPLASTIC PAVEMENT MARKINGS TO PLACE

Thermoplastic traffic markings, both white and yellow, shall be placed where shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Section 32 of the Standard Specifications and these Special Provisions.

Payment shall be at the unit price bid by square feet for markings and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for doing all work involved with placing thermoplastic traffic stripes and markings as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 18 - TRAFFIC SIGN TO PLACE

This item shall consist of manufacturing, furnishing and installing traffic signs on new posts or street light poles. Signs shall be placed where shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Sections 32 and 38 of the Standard Specifications and these Special Provisions.

A sign material and installation submittal must be reviewed and accepted by the Engineer before fabrication and installation.

The Contractor shall notify the Engineer two (2) working days prior to the placement of the signs. The Contractor shall review the proposed sign location with the Engineer and a supervisor from the City's Traffic Signs and Markings section prior to installation of the sign. The Engineer may make adjustments to the proposed sign location in the field.

The Contractor shall use the sign sizes as shown in the State of California, Department of Transportation Traffic Manual, unless specified otherwise on the drawings.

Signs located at the side of the roadway shall have a minimum height of seven feet (7') from the adjacent ground to the bottom of the sign, unless specified otherwise. The height of a combination of signs in the median, such as an R7 with an R10, shall be 18 inches from the top of the island to the bottom of the lowest sign (R10) with a maximum one-inch separation between the two signs.

Each sign shall have the date of manufacture and a location number stenciled on the backside. Location information shall consist of each sign having an individual number which will be recorded on a clean set of Plans during the sign installation and shall be turned in as part of the "Record Drawings".

A. Sign Posts

A 5/16-inch diameter cap screw with a plated rubber backwasher against the face of the sign and elastic stop nuts shall be placed through the sign and post at both top and bottom of each sign. A "V" notched piped saddle, to support the sign, shall be placed between the sign and the post.

B. Signal and Street Light Poles
Place a ¾-inch stainless steel banded strap and appropriate hardware at both top and bottom of each sign.

C. Sheeting Grade
Sheeting Grade shall use ASTM Type 11 or 3M DG Cubed specifications designed to enhance nighttime visibility of traffic control signs and objects. Type 11 or 3M DG Cubed sheeting shall have a pre-coated adhesive protected by an easily removable liner.

D. Sign Material
All signs shall be aluminum panels conforming to 5052-H38. All road signs shall be 0.08" thick with the exception of street name signs which shall be 0.125" thick.

Payment shall be made at the unit price bid per each sign and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work involved in placing traffic signs on existing posts or new posts as shown on Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 19 - TRAFFIC SIGN TO RELOCATE

Existing roadside signs shall be removed and relocated to the new locations shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Section 32 of the Standard Specifications and these Special Provisions. Each roadside sign shall be installed at the new location on the same day that the sign is removed from its original location.

Payment shall be at the unit price bid per each and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for doing all work involved in relocating the roadside signs as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 20 - TRAFFIC SIGN TO REMOVE

Existing roadside signs shall be removed where shown on the Plans or as directed by the Engineer and shall conform to the applicable requirements of Section 32 of the Standard Specifications and these Special Provisions. Removed sign panels shall be salvaged and delivered to the City of Sacramento Traffic Sign and Markings Section at 5730 24st Street, Building 10, Sacramento, CA. Existing roadside signs shall not be removed until replacement signs have been installed or until the existing signs are no longer required for the direction of public traffic, unless otherwise directed by the Engineer.

Payment shall be at the unit price bid per each and shall include full compensation for furnishing all labor, material, tools, equipment, incidentals and for doing all work involved in removing

roadside signs as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 21 - DRAIN INLET TO REMOVE

This item shall include the removal of existing gutter drains as shown on the Plans. The existing grates shall be cleaned of all foreign material and delivered to the City of Sacramento Corporation Yard, Division of Field Services, 5730 24th Street, Attention: Rob Jack, Wastewater Superintendent (916) 808-4022.

Pavement cutting for the removal the drain inlet shall be perpendicular and parallel to the centerline of the road.

Payment shall be at the unit price indicated in the proposal per each drain inlet and shall include full compensation for furnishing all materials, labor, tools, equipment, and incidentals and for doing all work necessary to remove this item. The bid cost for this item shall include pavement cutting, backfill, and surface restoration.

ITEM NO. 22 - STORM DRAIN PIPE TO REMOVE

Existing storm drain pipe shall be removed where shown on the plans and in accordance with these special provisions. Removal of storm drain pipes shall conform to the requirements of Section 13-3 of the Standard Specifications.

Payment shall be at the price bid per each Storm Drain Pipe to Remove and shall include full compensation for furnishing all materials, labor, tools, equipment, and incidentals and for doing all work necessary to remove or abandon storm drain pipe in place.

ITEM NO. 23 - TYPE B (MOD) DRAIN INLET TO CONSTRUCT

Type B (Mod) Drain Inlets shall conform to Sections 20, 24, 30 and 38 of the Standard Specifications.

Drain inlets shall be precast or cast in place, formed using wood or metal forms. Hand forming of concrete will not be allowed. If cast in place, maximum wall thickness shall be 8-inches.

The grate shall conform for Section 38 of the Standard Specifications. The grate shall be installed so that either end of the grate can be lifted from the frame and removed by pulling parallel to the curb. The grate frame shall be installed between ½ inch and 1 inch from the face of the open back hood. All joints and all connections between the hardware (grate and hood) and the vertical walls of the drain inlet shall be grouted forming a smooth transition with a light broom finish.

The open back hood shall be cast iron or approved equal.

The vertical distance between the grate and the top of the hood shall be a minimum of 5" and a maximum of 8". If the top of the hood must be placed below the top of curb, there shall be a

minimum 3" cover of concrete. One number 4 rebar shall be placed in the concrete and shall extend 12" on both sides of the hood. If the top of the hood is placed flush with the top of curb, the Contractor shall embed hood in concrete, 4 inches from the back of the hood extending 6 inches beyond both ends of the hood.

Drain lead shall be connected to drain inlet with approved waterstop cast into side wall with non-shrink grout. Waterstop shall have a minimum of 2-inches of embedment on all sides. Pipe end shall be flush with the inside surface of the box.

Surface restoration shall be in accordance with the appropriate section of these Special Provisions. Pavement cutting shall be perpendicular and parallel to the centerline of the road. Surface restoration due to drain inlet removal and installation shall be paid for as part of this item.

Drain Inlets shall be labeled per the City Standard Specifications.

Payment shall be at the unit price indicated in the proposal per each Type B (Mod) drain inlet constructed and shall include full compensation for furnishing all materials, labor, tools, equipment, and incidentals and for doing all work necessary to construct this item complete in place. The bid cost for this item shall include pavement cutting and surface restoration.

ITEM NO. 24 - 10" PVC DRAIN PIPE TO PLACE

Where shown on the Plans, 10-inch diameter drain pipes shall be PVC. Drain lead connections shall be included in this item. Drain pipes shall be constructed to the details on the Plans and shall conform to Sections 10, 14, and 26 of the Standard Specifications and these Special provisions.

If the depth of cover is less than 12 inches, the Contractor shall encase pipe with controlled density fill as specified in the General Requirements, "Trench Excavation and Backfill," herein or with concrete protective covering as specified in the Standard Specifications, Section 38, drawing S-250. When the Engineer approves shallow placement of DI leads requiring protective measures proposed by Contractor, all work associated with protective measures shall be considered as extra and paid per Section 8 of the Standard Specifications.

When connecting to a manhole:

A) If a precast manhole base is allowed, the Contractor shall install a flexible joint (bell and spigot or flexible coupling) a horizontal distance of 18-inches to 24-inches from the wall of the manhole.

B) All connections to the manholes not cast as part of the base shall be made by use of a coring machine and a "Cor-N-Seal" or approved equal flexible watertight coupling. The incoming pipe shall be cut, and the space between the inserted pipe and the seal shall be grouted smooth.

After mandrel inspection, the DI leads placed may be inspected by the City's Field Services Division utilizing a robotic T.V. camera. It shall be the Contractor's responsibility to coordinate the T.V. inspection with the Engineer.

The lead invert elevations shown on the Plans are approximate only. It shall be the Contractor's responsibility to determine the final vertical alignment by means of locating potential conflicts prior to construction of the drain inlet, lead, or coring of the manhole. No deflections will be allowed in the lead unless otherwise approved by the Engineer. Guidelines for final profile of drain lead are as follows: The distance from the grate elevation to the top of the drain inlet base shall be between 4'-8" and 5' unless otherwise shown on the Plans or directed by the Engineer. The drain lead shall have a minimum slope of 0.01 ft/ft unless otherwise approved by the Engineer. Unless otherwise stated herein, no additional compensation shall be paid to the Contractor for potholing, or altering drain inlet or lead elevations.

Payment shall be at the unit price bid per lineal foot of proposed drain lead to install and shall include full compensation for furnishing all labor, materials, tools, surface restoration, equipment and incidentals and for doing all work involved in constructing drain inlet leads as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer. The bid cost for this item shall include pavement cutting and surface restoration.

ITEM NO. 25 - MAINTENANCE HOLE NO. 4 TO CONSTRUCT

Maintenance Hole No. 4 shall be constructed where shown on the plans or directed by the Engineer in conformance with Section 25 and Section 38 (DWG. S-110) of the Standard Specifications. The external joint of each barrel section and of the barrel/cone connection shall be sealed with an external rubber sealing sleeve per section 25-3 of the Standard Specifications.

Payment shall be at the unit price bid per each and shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all work necessary to construct maintenance hole No. 4 as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

ITEM NO. 26 - 2" CONDUIT FOR FUTURE ELECTRICAL SERVICE

"Conduit for Future Electrical Service" shall be 2 inch diameter, and be placed in open trenches in conformance with the provisions in section four (4) of these special provisions. Conduit placed under concrete walkways shall extend two (2) feet beyond the edge of walk and be capped.

Payment shall be at the linear foot price bid for 2" Conduit for Future Electrical Service and includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing conduits, complete in place, trenching, and backfilling operations, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Full compensation for locating and marking the locations of conduits and capping the ends of conduits is included in the contract unit price paid per linear foot for 2" Conduit for Future Electrical Service and no additional compensation will be allowed.

ITEM NO. 27 - STREETLIGHT INSTALLATION AND RELOCATION

The work to be performed for this item, in general, includes furnishing and installing all necessary equipment and materials for the streetlight installation and relocation as indicated on the Plan sheets and these Specifications.

Included in the work shall be furnishing and installing conduits, pull boxes with lockable lids, traffic control measures, incidentals, and all appurtenances shown on the Plans and called for in these Special Provisions.

The Contractor shall install the City furnished streetlights as indicated on the plans. The City shall furnish two squat base streetlight assemblies for the Cervantes Park Expansion Project. The Contractor shall schedule the pick-up of City furnished streetlights with the City Inspector. The Contractor shall pick-up the streetlights from the City of Sacramento Corporation Yard and deliver to the jobsite. The Contractor shall provide new foundations and anchor bolts for the City provided streetlights. Contractor shall determine diameter of anchor bolts and determine bolt circle.

The City of Sacramento shall provide the conductors (#6 and #10) for the Cervantes Park Expansion Project. The conductors are embossed with the City of Sacramento lettering. The Contractor shall pick-up the City Furnished conductor from the City of Sacramento Corporation Yard and deliver to the jobsite. Contractor shall install the conductors as specified in the Plans. Contractor shall also make all final wire connections.

Work also includes intercepting existing conduit and conductors, removing and salvaging an existing streetlight, abandoning existing conduit, abandoning existing foundation, removing conductors, removing pull box, and all items shown on the Plans and called for in these Special Provisions.

Work also includes removing all project related Underground Service Alert (USA) marks from the project site. Contractor shall also remove all tire marks, equipment marks, machinery marks, and liquids, such as oil and machinery coolant, on the sidewalk, driveway, and curb ramp areas that was caused by the contractor during construction.

Payment shall be at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved with this line item as shown on the Plans, as specified in these Special Provisions and as directed by the Engineer.

3. LANDSCAPE & IRRIGATION PROVISIONS

The Contractor shall provide a Schedule of Values (cost break-down) for each lump sum landscape and irrigation item(s). The Schedule of Values (cost break-down) shall be provided by 4:00 p.m. on the fourth working day after the bid opening. If the lump sum item cost break-down is not submitted within the specified time, the bid will be deemed as non-responsive. The cost break-down shall be submitted to Jose Ledesma, Contracts Manager, at 915 I Street, Suite 2000, Sacramento, CA 95814, or by email at JLedesma@cityofsacramento.org .

ITEM NO. 28 - WATER METER AND BACKFLOW PREVENTER

This item shall consist of furnishing and installing a meter and a backflow preventer as shown on the plans, in conformance with Sections 10, 13, 14, 17, 27 and 38 of the Standard Specifications and these Special Provisions.

A. Existing Backflow Preventer shall be removed per plan and legally disposed of by contractor. Contractor shall reconnect mainline at this location.

B. Supply Line shall be PVC pipe under 2-1/2" and under shall be Schedule 40 and pipe 3" and large shall be Class 315, solvent weld and shall be installed in conformance with Section 10, 17, 24 and 38 of the Standard Specifications.

C. Shut-off Valve shall be a gate valve as specified in Section 27-7 and 38 of the Standard Specifications.

D. Meter Fees shall be paid by the contractor.

E. Water Meter shall be as specified in Section 27 of the Standard Specifications and to be installed by the City Water Division. Water tap is existing. Meter shall be the same size as the water tap. The Contractor shall contact the Customer Service Office, located at 1391 35th Avenue, or by calling (916) 264-5371. A Water Development Impact fee will not be required on City park projects. Contractor should allow 60 days for installation of water meter by the City after payment.

F. Backflow Prevention Assembly shall conform to Section 10-49 and the appropriate Standard Drawing W-606 or W-607 of Section 38 of the Standard Specifications.

The lowest point of the Backflow Prevention Assembly shall be placed with a 12" minimum clearance and 15" maximum clearance from finished grade. After installation, the backflow prevention assembly must be tested for proper operation by a certified backflow device tester prior to use. All backflow prevention devices and risers shall be painted Hunter Green or approved equal.

G. Concrete Pad shall be installed as shown on the plans in conformance with sections 10, 19, and 24 of the Standard Specifications and with these Specials Provision.

H. Freeze Protection Bag shall be required

I. Backflow Preventer Steel Enclosure: Shall be Placer Waterworks model #PW/E1A1-M insulated backflow preventer enclosure or approved equal. Color shall be green. Available through Pacer Waterworks,Inc. (916) 773-2959, FAX (916) 773-2958.

Payment shall be made at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in completing the Meter and Backflow Preventer as shown on plans, as specified in these Special Provisions and as directed by the Inspector.

ITEM NO. 29 - IRRIGATION VACUUM BREAKER ASSEMBLY

This item shall consist of furnishing and installing an Irrigation vaccum breaker assembly as shown on the drawings in conformance with the applicable paragraphs of Sections 10 and 36 of the Standard Specifications and these Special Provisions.

A. Vacuum Breaker Assembly shall per the plans and shall be installed per the manufactures specifications.

B. Vacuum Breaker Enclosure shall be enclosed with backflow preventer cage, Placer Waterworks Model #PW/E1X-(XS) or approved equal. Available through Placer Waterworks (916) 773-2959, FAX (916) 773-2958.

Payment shall be made at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in completing the Irrigation vacuum Breaker Assemby as shown on plans, as specified in these Special Provisions and as directed by the Inspector.

ITEM NO. 30 - IRRIGATION

This item shall consist of furnishing and installing an Irrigation System as shown on the drawings in conformance with the applicable paragraphs of Sections 10 and 36 of the Standard Specifications and these Special Provisions.

C. Electric Control Valves shall conform to Section 36-13 of the Standard Specifications. Electric control valves shall be Hunter brass model IBV, or approved equal, and shall be constructed as specified in Section 10-50 of the Standard Specifications. Lawn and shrub area valves shall be installed at grade.

D. Gate Valves shall be constructed of all brass as specified in Section 10-51 of the Standard Specifications and shall be lead free and shall be manufactured by Nibco, Model number T-113LF or approved equal and as shown on the plans and shall be installed at the locations as shown on the plans. Plastic control valves are not acceptable. Valves shall be installed at finished grade in a concrete valve box with locking cover.

E. Valve Boxes shall be installed in conformance with Section 10-52 of the Standard Specifications and as shown on the plans.

F. Electrical shall conform to Section 34 of the Standard Specifications.

G. Irrigation Control Wires shall conform to Sections 10-48 and 36-12 of the Standard Specifications. Trench for irrigation control wires through existing lawn shall be twenty-four inches (24") deep. Trenching for irrigation control wires through existing paved areas shall conform to Section 34-9 of the Standard Specifications.

i. Irrigation Control Wires shall be color coded to the use listed below and follow the colors associated with them.

a. Full Rotor - Red Wire
b. Part Rotor - Green Wire
c. Spray Heads - Yellow Wire
d. Bubblers - Blue Wire
e. Common Wire - White Wire

H. Quick Coupling Valves shall be by Hunter Model HQ-5RC or approved equal as specified in the plans, or approved equal. Quick coupling valve shall be constructed of brass with a locking yellow thermoplastic rubber cover with "DO NOT DRINK" markings. Quick Coupling valve shall be installed as shown on the plans in conformance with Section 10-53 of the Standard Specifications (the following shall be disregarded in the Standard Specifications "...single slot type with on inch (1") treaded pipe connection and one (1") key connection..." Valve box shall be installed with the top at finished grade. **Four (4) quick coupler keys model HK-55 shall be provided to the City of Sacramento at the completion of the project**.

I. Plastic Irrigation Pipe Fittings shall conform to Section 10-46 of the Standard Specifications with the following addition: All fittings on the upstream of the valve shall be schedule 80 PVC and all of the fittings downstream of the irrigation valve shall be schedule 40 PVC.

J. Main Line Pipe shall conform to Section 10-44 of the Standard Specifications and be amended as follows: Main line shall be schedule 40 solvent weld for lines 2" and smaller and class 315 PVC for lines 2½" and larger shall be PVC rubber ring and gasket. Main line pipes 2" and larger shall have concrete thrust blocking in

conformance with Section 27-6 and Standard Drawing No. "W-103" of Section 38 of the Standard Specifications. The contractor shall pressure test the irrigation main line with the inspector present. The pressure test shall consist of the contractor pressurizing the mainline to 150 PSI for two hours with zero pressure loss with either the Inspector or Landscape Architect present.

K. Lateral Line Pipe or pipe on the discharge side of the irrigation control valve shall be Class 200 solvent weld PVC pipe and shall conform to Section 10-44 of the Standard Specifications, except as previously amended.

L. Trench Backfill shall be installed at no more than 6" lift and each lift shall be compacted to 85% relative density in landscaped areas and compacted to 95% within future paving areas. Mainline trenches shall also have 3" of sand below the mainline and 6" of sand above the conduit.

M. PVC Primers and Solvent welded - PVC pipes will require the following primer and solvent glue applications. Primer shall consist of Weld-On P-70 Industrial Grade Primer and the PVC Solvent Cement shall be Weld-On 711 Heavy Bodied Cement, or approved equal. The primer and solvent cement shall be installed per manufactures specifications.

N. Sprinklers shall be installed at the locations shown on the plans, in conformance with Standard Drawing No. L-50 of Section 38 of the Standard Specifications. Sprinklers shall be the type and model as shown on the plans.

O. Ball Valve Assembly shall be installed at the locations shown on the Plans. Ball Valve Assembly shall be constructed of all brass as specified in Section 10-51 of the Standard Specifications and shall be the type and model as shown on the plans._Plastic control valves are not acceptable. Valves shall be installed at finished grade in a concrete valve box with locking cover.

P. Irrigation Sleeves – Shall conform to the Standard Specifications 36-8. The minimum diameter of the sleeve shall be at least two times the diameter of the conduit going through the sleeve. The sleeve shall extend a minimum of 1' beyond the edge of the paving.

Q. Preconstruction Test of Existing Irrigation System–City and Contractor shall perform a preconstruction irrigation test prior to the start of construction. During the test all existing remote control valves shall be turned on with the irrigation controller (manually operation is not permitted). The following irrigation items shall be marked with flags and marking paint: valves, quick couplers, working heads marked blue and broken head marker yellow. All existing broken heads shall be repaired by the City unless specified as an item on the project plans or specifications. Any irrigation damaged during construction shall be repaired by the contractor as soon as possible and shall be at the contractor expense.

R. Existing Mainline and electrical conduits it's the contractor's responsibility to locate the irrigation mainline and electrical conduits with a locator prior to the start of construction. If the City has a 'Record Drawing' plan a copy will be supplied to the contractor but City can't guarantee the accuracy of the 'Record Drawing'.

S. Relocate Concrete Pull Box and Irrigation Control Wires shall be relocated as shown on the plans and consist of a high density reinforced concrete pull box with concrete box extensions as required, box by Jensen Precast Model CYN9, Extensions CYN9E, or approved equal. The lid for the pull box shall consist of a nonmetallic lid with hold down bolts, Jensen FL9T, or approved equal.

Payment shall be made at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in completing the Irrigation System as shown on the plans, as specified in Section 36-25 of the Standard Specifications, in these Special Provisions and as directed by the Inspector.

ITEM NO. 31 - SOLAR POWERED IRRIGATION CONTROLLER

This item shall consist of furnishing and installing an Solar Powered Irrigation Controller as shown on the plans in conformance with Section 34 of the Standard Specifications and these Special Provisions.

A. General

i. Irrigation controllers shall be single, solid-state independent controllers conforming to the following:
The controller shall be powered by an internal, ultra high efficiency, photovoltaic module with a microelectronics energy management system fueled by ambient light. The controller shall be protected by a vandal-resistant, waterproof enclosure fashioned from space-age composite material and made to endure extreme environments. The controller shall function day and night in any weather and in most outdoor locations where no direct sunlight is required and communicate to a micro-power solenoid actuator via two-way digital control pulses at 3.5 volts DC. The controller shall have a daily exposure to light levels which need to be no higher than the equivalent of 25% of the ambient light level at 55 degrees latitude under 10-year worst-case weather conditions (worst day measured in 10-year period). The controller shall have a fully protected circuitry from electrostatic discharge up to 27,000 volts.

ii. Controller Features

a. Controllers model XR upgradeable to radio (the controller can be sent to back to the factory to be loaded with the hardware for radio, software already included) shall operate 10-station and a master valve
b. The controllers shall operate and use a standard series micro-power solenoid actuator with globe valve or a micro-power solenoid actuator with the correct adapter to be mounted on any other valve.
c. Controller shall have bilingual software in English and Spanish.
d. The controller LCD screen shall be activated with a special Key powered by a 9 volt alkaline battery to provide access and security to a simple 4-button programming pad and the LCD shall display all the schedule information.
e. The controller shall have 4-independent programs with 3-start times per station.
f. The controller shall have a custom grouping, allowing the controller to operates any number of groups with any number of station per group together (if hydraulic limitation are not exceeded)
g. Ability to program in one-minute increments up to 5 hours and 59 minutes with separate setting for hours and minutes.
h. A programmable watering calendar choice of a 1 to 39 day interval, odd/even days or any day(s) of the week.
i. A feature that shall include password protection for added security.
j. Rain stop from 1 to 99 days with automatic restart.
k. A 12-month budget adjustment from 10% to 200% in 10% increments.
l. A manual feature that allows a single desired station to cycle start for any preset, preferred duration.
m. The controller shall have the option to operate automatic, semi- automatic and manual cycle via the controller.
n. Status report to check amount of watering time applied during current and previous month.
o. The controller shall have the option to assign any switch type rain sensor, moisture sensor or freeze sensor to an individual valve or to the entire system using a SKIT adapter.
p. The controller shall activate the micro-power solenoid actuator @ 3.5 volts to a distance of up to 2400' (727m) using NFPA 70 copper conductor 12-gauge (1.6 mm) irrigation wire type UF.
q. The controller shall be capable of operating pump start relay or a master valve using a RKIT adapter.
r. The controller shall have lightning protection to fully isolate the controller from electrical. ground, and offer virtual immunity to ground currents from overhead power-lines and/or close proximity to lightning strike.
s. The controller shall have a full two-year repair or replacement warranty.
t. The controller shall have a lifetime lightning warranty.
u. The controller and its components shall be manufactured by DIG Corporation, Vista, CA.

iii. Controller System Components

a. Mounting column
The controller shall be mounted on a galvanized mounting column with a length of about 35" short or 50" long with a curved sweep at the bottom to permit ease of wire pull.

b. Micro-power solenoid actuator

b1. Micro-power solenoid actuator with globe valve

The remote control valve (standard or expansion series), with a micro-power solenoid actuator shall be a globe type, normally closed, using 3.5-volt DC bipolar pulse. The valve shall be pressure rated up to 150 PSI and have balanced opening and closing. The valve(s) body size shall have a 3/4" up to 2" FNPT inlet and outlet and constructed of weather resistant, high impact glass reinforced nylon and stainless steel spring (303). The valve(s) one piece diaphragm shall be buna-N reinforced nylon fabric (NR). The valve(s) shall have a flow control and internal manual bleed located under the micro-powered actuator solenoid and allow for manual operation by turning the manual bleed handle a ¼ turn. The valve(s) shall provide easy access for removing all parts from the top of the valve without disturbing normal valve installation.

b2. Micro-powered solenoid actuator only

Micro-power solenoid actuator (standard series) shall be with the correct adapter to be mounted on any other valve (please refer to page 10 of LEIT catalog for detail). The controller shall communicate to the micro-powered solenoid actuator via two-way digital control pulses at 3.5 volts bipolar pulse.

c. LEIT key
The controller shall use one LEIT-Key (powered by a 9 volt battery) to provide access and to activate the controller's LCD screen.

iv. Controller System Accessories

a. Stainless steel enclosure for added protection the controller shall have the option to add a (304) Stainless Steel vandal resistant enclosure with strip perforations on top, allowing light to enter the controller and a lockable-hinged door.

b. Sensor adapter: The controller or the micro-powered solenoid actuator shall have an option to connect to all type of switch type sensors via the SKIT sensor adapter. The SKIT adapter shall be used as an interface between the controller and a compatible rain, moisture or freeze protection sensor.

c. MV/P adapter: The controller shall have an option to switch on/off an AC or DC circuit via the RKIT relay interface adapter. The RKIT adapter shall be used as an interface between the controller and AC switch device.

d. Swivel fittings: Micro-powered solenoid actuator with globe valve shall be used with swivel fittings and shall allow in case of repair, that the valve may be brought to the surface to be serviced without removing the irrigation box or cutting the pipe. The swivel fitting shall be constructed of injected molded polypropylene, UV resistant. The swivel fitting shall feature high impact strength plastic and highly chemical resistant. The male thread of the swivel fittings shall be attached to both sides of the valve. The female thread side of the swivel fitting shall have a large swivel 1", 1 ½" or 2" (FNPT) with encapsulated Nitric rubber "O" ring in such a manner that allows quick and easy tightening to a PVC male adapter without tools and teflon tape. The swivel fitting operating pressure shall not exceed 150 psi.

v. Electrical Circuits

Install irrigation wires at least six inches below finish grade and lay to the side and below main line.

a. Control wire for LEIT operated valve shall be NFPA 70 copper conductor, 14-gauge [1.8 mm] irrigation wire, type UF, shall be used for station wire with runs up to 1,500 feet (454 m). NFPA 70 copper conductor 12-gauge [1.6 mm] irrigation wire, type UF, shall be used for station wire with runs up to 2400' (727m).

b. Electrical splices shall be waterproof and shall be located in valve box.

c. An expansion curl shall be provided so that in case of repairs the valve may be brought to the surface to be serviced without disconnecting the control wire.

B. Submittals

Submit (1) with a copy of the catalog and instruction manual.

i. The LEIT XR powered irrigation controller shall be 1 each of the Leit [XR10] ten-station.

ii. The two-way data communication micro-powered solenoid actuator or and valve shall be:

   a. Standard series micro-powered solenoid actuator and valve model LEMA 1600HE, the adapter # is 30-920
   b. If other than the above are selected, use the two-way data communication micro-powered solenoid actuator with the correct adapter to match the valve in use (See page 10 of LEIT catalog for actuator compatibility).

iii. The light powered irrigation controller shall require 2 each of LEIT- Control Key to enter the system. The same key can be used with any LEIT controller.

iv. Each irrigation controller shall require one mounting column and shall have 1 each of MCOL XS (35") short or MCOLXL (50") long mounting column and column kit.

v. The controller or the micro-power solenoid actuator shall require if applicable 1 each of the SKIT sensor adapter, used as an interface between the controller and compatible rain, moisture and/or freeze protection sensors.

vi. The controller shall require if applicable 1 each of the RKIT 8810S relay interface adapter, used as an interface between the controller and pump switch.

vii. The light powered irrigation controller shall also require 1 each of the ENCL X (If a stainless steel enclosure is required for extra protection against vandalism and theft).

Payment shall be made at the lump sum price bid, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved for Solar Powered Irrigation Controller per manufacturer's specs, as specified in these Special Provisions and as directed by the Landscape Architect.

ITEM NO. 32 - DRINKING FOUNTAIN

This item consists of furnishing and installing an accessible Drinking Fountain with Jug Filler, and associated Catch Basins, Drain Pipe and Supply Line as shown on the plans and in conformance with these Special Provisions.

A. Drinking Fountain Assembly shall be MDF 440 with Jug Filler, or approved equal. Color shall be 440 SM with option pet fountain. Nibco T-113-LF valve required. Freeze-proof valves are not required.

Distributed by: Most Dependable Fountains, (800) 552-6331, fax (901) 867-0159
or Husband and Associates: 925-426-5001

B. 1" Domestic Water Line shall be PVC pipe, Schedule 40, solvent weld with Schedule 80 fittings and shall be installed in conformance with Section 10 and Section 36 of the Standard Specifications.

C. Sleeves – Shall conform to the Standard Specifications 36-8. The minimum diameter of the sleeve shall be at least two times the diameter of the conduit going through the sleeve. The sleeve shall extend a minimum of 1' beyond the edge of the paving.

D. Disinfection of the domestic water line shall be in conformance with Standard Specifications Section 27-12 – Disinfection of Water Mains. Delete the following paragraph Section 27-12, 5, e. and replace it with the following: "Twenty-Four (24) hours after flushing the chlorinated water from the domestic main the contractor will collect samples for testing." The samples shall be bacteriology tested for the items listed in Section 27-12, 5, f.

E. Two (2) Gate Valves with blow-off valves shall be installed in the water supply line in concrete valve boxes with locking tops. Gate valves shall be key-operated, size as shown on the plans.

F. Clean Outs shall be installed as shown on the plans.

G. Drain Line shall be ABS pipe, solvent weld with PVC DWV fittings and shall be installed in conformance with Section 10 and Section 36 of the Standard Specifications.

H. Drain Grate shall be No. 3 Round Drain, J. R. Smith Model 2110 series with vandal proof grate Model U or approved equal.

I. **ALL Bolts** shall be installed as specified by the manufacturer and shall be provided by the Contractor. All exposed bolts shall be cut to 3 exposed threads and all anchor bolts/ nuts shall be tack welded and all remaining exposed bolts/

nuts shall be tightened and secured with Loctite Adhesive, red 271 for a permanent installation.

J. Concrete Pad shall be paid for under "Concrete Flatwork to Install", of these Special Provisions. Concrete pad shall be thickened underneath area of anchoring to 6".

K. Sump shall be constructed as shown on the drawings. Concrete shall be Type II Class "D", as specified in Section 10 and or a precast concrete unit as specified in the Standard Specifications.

Payment shall be made at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in Drinking Fountain to install as shown on the plans, as specified in these Special Provisions and as directed by the Inspector.

ITEM NO. 33 - ART FOOTING, PEDESTAL AND INSTALLATION

This item shall consist of constructing footing, pedestal and installing art work as shown on the Plans and details and in conformance with Sections 34 and 36 of the Standard Specifications and these Special Provisions.

1. Contractor shall be responsible for constructing concrete footing and pedestal as recommended by structural engineer. Drawings are not included with this bid set. Drawing will be provided after the award of the bid.

2. Contractor shall be responsible for relocation from storage yard to park site and installation of the sculpture. Installation detail will be provided after bid is awarded. Refer to Attachement 1 in these special provisions for a description of the sculpture.

Payment: Contractor shall allow $5000 for "Art footing, Pedestal and Installation" for purposes of bidding..

ITEM NO. 34 - 9" CONCRETE MOW CURB

This item shall consist of constructing a 9" Concrete Mow curb as shown on the plans in conformance with Section 10, 19, and 24 of the Standard Specifications and these Special Provisions.

A. Portland Cement Concrete shall be Type II, Class "C", conforming to Section 10-5 of the Standard Specifications.

B. Reinforcement shall conform to Section 21 of the Standard Specifications and as shown on the plans.

C. Subgrade shall conform to Section 19 of the Standard Specifications, with the following exception: relative compaction shall be 85%.

D. Finish shall be broomed parallel to the mow curb edge with a medium broom finish. All exposed surfaces shall be finished to true lines and grades as shown on the plans.

E. Expansion Joints and Score lines shall conform to Section 24-6 of the Standard Specifications with the exception of the following. Expansion joints shall be place at 20' O.C., and score lines at 10' O.C.

Payment shall be at the lump sum price bid and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals and for doing all work involved in completing the 9" Concrete Mow Curb as shown on the plans, as specified in these Special Provisions and as directed by the Inspector.

ITEM NO. 35 - STABILIZED DECOMPOSED GRANITE PAVEMENT

This item shall consist of furnishing and placing cement Stabilized Decomposed Granite Pavement on top of landscape weed fabric as shown on the plans and the detail thereon, in conformance with these Special Provisions.

A. Decomposed Granite: Decomposed granite, hereafter referred to as "DG", shall be Gold Track Fines as available from Granite Construction Co., Felton Quarry, Felton, CA 95018, (831) 335-3445, or "Butte" crushed rock fines, distributed by CL Smith, Woodland, CA (9530) 662-2633, or approved equal.

B. Aggregate Base shall be Class II, per Section 26 of the State Standard Specifications.

C. Submittal: Prior to placement of decomposed granite the Contractor shall submit a product sample and material summary sheet to the Project Landscape Architect a representative sample of decomposed granite for use on this project for approval. No decomposed granite shall be placed prior to receiving the Project Landscape Architect's approval.

D. Weed Control shall conform to Section 35-6 of the Standard Specifications.

E. Cement: Portland cement shall be DTSS Type II Modified added to the DG at the ratio of 12-15 lbs. per ton of decomposed aggregate.

F. Mixes: The quantity of water added to the mixture shall be adjusted to the absolute minimum required to permit uniform mixing. The materials shall be mixed in a drum-type mixer on the job or at a central mixing plant. The Contractor shall provide the Engineer sufficient notice of his intent to begin mixing so that the Engineer can provide inspection of the batching and mixing operation.

G. Landscape Weed Fabric shall be DeWitt Weed Barrier Landscape Fabric, 3.5 ounce, 12 yr, Color Brown, UV treated, spunbonded fabric or approved equal. Contact DeWitt Company 1-800-888-9669, or dewittcompany.com.

H. Metal Anchor Pins shall be by Dewitt or approved equal. Contact DeWitt Company 1-800-888-9669, or dewittcompany.com.

I. Test Sample: Provide a test sample, to be approved prior to installation. The Contractor shall notify the Landscape Architect and Inspector forty-eight (48) hours prior to test sample. If the test is found to be unsatisfactory by the City, additional test samples shall be constructed and finished until the correct finish is achieved. Workmen and equipment used in the construction of the test sample shall be the same as those used throughout the installation of stabilized decomposed granite paving.

J. Installation: Evenly spread prepared crushed granite fines/binder material according to plans in two inch (2") lifts on prepared sub-grade. Grade and smooth decomposed granite material, thoroughly water entire area to a uniformly moisture. Roll each lift with a 2000 to 4000 lbs. static drum roller to form a uniform, smooth surface. Compact each lift to 95%. Do not use vibratory plate compactor or vibration function on roller as vibration separates large aggregate particles.

   Upon completion of the final lift, fill any depressions, holes or divots and reroll using the above process.

   Allow sufficient curing period of +/- 48 hours prior to use. Take all precautions to protect completed work from traffic until completely dry. Rake off any crusted cement on top of surface and repair or replace all damaged areas due to tire ruts, erosions, compaction failure, etc. until the project is accepted.

K. Finish: The finished surface of the paving shall firm, stable and smooth and even, with a consistent grade, with no high or low points. The paving shall be flush with adjacent concrete containment edge.

Payment shall be made at the lump sum price bid, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in completing the Stabilized Decomposed Granite Pavement to Place as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

ITEM NO. 36 - TREES

This item shall consist of furnishing, preparing and planting 15-gallon trees in conformance with Sections 10 and 35 of the Standard Specifications and as amended by these Special Provisions.

A. Preparing of Planting Areas shall conform to Section 35-5 of the Standard Specifications.

Soil in lawn areas adjacent to paved areas shall be graded so that after settlement, the soil will be one half inch (1/2") below the top of the paving.

B. Weed Control shall conform to Section 35-6 of the Standard Specifications.

C. Trees and Planting Materials shall conform to Section 35-7 of the Standard Specifications, except where noted.

1. Trees quality and size shall comply with current edition of "American Standard for Nursery Stock" as adopted by the American Association of Nurseryman.

2. Plant Schedules shown on the plans are for the Contractor's convenience only. The Contractor shall confirm all quantities and shall plant as required by the Planting Plan when discrepancies exist.

3. Tree Stake shall be pressure-treated lodgepole pine, eight foot (8') by two inch (2") diameter.

4. Nursery Stakes shall be removed at the time of planting. No nursery stake shall be present prior to final acceptance unless other directed by the Landscape Architect.

5. Tree Ties shall conform to Section 35-7, paragraph "g" with the exception of the ties shall be rubber and attached per planting detail.

6. Fertilizer Tablets shall conform to Section 35-7, paragraph "d" and per planting detail.

7. Mulch shall conform to the applicable paragraphs of Section 35-8. Mulch area shall be a four foot (4') diameter circle from the tree base in turf and shrub areas.

Payment shall be made at the lump sum price bid, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in completing the Trees as shown on the plans, as specified in these Special Provisions and as directed by the Inspector.

ITEM NO. 37 - SHRUB AND GROUNDCOVER AREAS

This item shall consist of furnishing, preparing and planting Shrub and Groundcover Areas in conformance with Sections 10 and 35 of the Standard Specifications and as amended by these Special Provisions.

A. Preparing of Planting Areas shall conform to Section 35-5 of the Standard Specifications.

Soil in Shrub and Groundcover areas adjacent to paved areas shall be graded so that after settlement, the soil will be three inches (3") below the top of the adjacent paving or curb.

B. Weed Control shall conform to Section 35-6 of the Standard Specifications.

1. Mulch shall conform to the applicable paragraphs of Section 35-6. Mulch shall be evenly spread in all shrub and groundcover areas to a three-inch (3") finished depth at the time of acceptance by the City. Mulch shall be shredded fibrous in nature, one-inch (1") minimum to four-inch (4") Maximum in length or Douglas Fir Walk on bark. Contractor shall submit a mulch sample to the Landscape Architect for approval at least forty-eight (48) hours prior to installation.

2. Landscape Fabric shall be Fabriscape Professional Landscape Fabric, 3 ounce Spunbond or an approved equal. Tensile Strength shall be 130 lbs and shall conform to ASTM D-4632. Elongation at break shall be less than 70% and conform to ASTM D-4632 and Puncture Strength shall be a minimum of 35 lbs and conform to ASTM D-4751. The Coefficient of Permeability shall be 4x10-2 cm / second and conform to ASTM D-4491. The landscape fabric shall be secured to the prepared subgrade with 4" mulch. Installation of the landscape fabric shall be installed to cover all of the shrub and ground cover areas. The landscape fabric shall be installed as one piece and installation of landscape fabric shall not have pieces smaller than 3' x 3' square unless approved by the construction inspector. The landscape fabric shall only have holes no greater than the root ball diameter of the plant material. No landscape fabric shall be exposed upon final acceptance by the City of Sacramento.

3. Staples or Fasteners – Landscape fabric shall be held in place by the use of staples or fasteners along all corners and seams at approximately 10' O.C. or closer as required to hold Landscape fabric in place. No staples or fasteners shall be placed within the shrub or groundcover root ball.

C. Soil Preparation Materials shall conform to Section 10-39, 10-40, 10-41, 35-8 of the Standard Specifications.

1. Soil Conditioner/Fertilizer Contractor shall submit soil fertility analysis upon completion of rough grading for approval and application of amendments. Soils fertility analysis shall evaluate the following: micronutrient content, macronutrient content, pH level, saturation percentage, soil texture, infiltration rate, conductivity, total dissolved salts, cation exchange capacity, Sulfur or Lime levels, Gypsum levels, Sodium absorption ratio, exchangeable Sodium percentage, organic matter and recommendations based on analytical results. Soil conditioner shall be cultivated into the top twelve inches (12") of the soil and thoroughly watered in. Contractor shall provide proof of soil conditioner application to the Landscape Architect.

D. Planting Materials shall conform to Section 10-43 and 35-8 of the Standard Specifications.

Payment shall be made at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in completing the Shrub and Groundcover Areas as shown on the plans, as specified in these Special Provisions and as directed by the Inspector.

ITEM NO. 38 - BARK MULCH

This item shall consist of furnishing and installing a 3" layer of bark mulch in all planted areas and tree wells in conformance with Sections 10 and 35 of the Standard Specifications and as amended by these Special Provisions.

A. Mulch shall be evenly spread in all planter areas as specified on the plans. Mulch shall be Medium Walk on Bark, consisting of shredded Douglas fir, Red fir or white fir, fibrous in nature, three inch (3") minimum to four-inch (4") maximum in length, available from Redi-Gro, or approved equal. Contractor shall submit a mulch sample to the Landscape Architect for approval at least forty-eight (48) hours prior to installation.

B. Mulch shall be at a three-inch (3") finished depth at time of final acceptance by the City, and shall be free of deleterious material.

Payment shall be made at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in Bark Mulch as shown on the plans, as specified in these Special Provisions and as directed by the Landscape Architect.

ITEM NO. 39 - LAWN SODDING

This item shall consist of preparing and planting lawn sod in conformance with Sections 10 and 35 of the Standard Specifications and as amended by these Special Provisions.

A. Preparing of Planting Areas, Section 35-5 of the Standard Specifications shall be amended as follows: Soil shall be cultivated until the condition of the soil is loose and fine-textured to a depth of four inches (4"). Finish grade of all planting areas shall be reviewed and approved by the Landscape Architect before proceeding with planting.

   Soil in lawn areas adjacent to curbs or paved areas shall be graded so that after settlement, the soil will be one half inches (1/2") below the top of curb or paving.

B. Weed Control shall conform to Section 35-6 of the Standard Specifications.

C. Soil Preparation Materials shall conform to Section 10-39, 10-40, 10-41, 35-8 of the Standard Specifications.

   1. Soil Conditioner/Fertilizer shall be Tri-C 6-2-4 w/ 5% Sulfur, or approved equal. Soil conditioner shall contain 6-2-4 (NPK ratio) and 20% humic acids, and shall

be applied at the rate of 70 lbs. per 1,000 square feet. Soil conditioner shall be cultivated into the top six inches (6") of the soil and thoroughly watered in. Contractor shall provide proof of soil conditioner application to the Project Construction Inspector. For supplier call 1-800-927-3311 or (909) 590-1790.

2. Organic Amendment shall be nitrogen treated fir bark with the following properties:

Physical Properties: 95% - 100% passing, sieve size 6.35 mm (1/4" inch), 80% - 100% passing, sieve size 2.38 mm (No. 8, 8 mesh), and 0% - 30% passing, sieve size 500 micron (No. 35,32 mesh).

Chemical Properties: Nitrogen Content (dry weight basis) – 0.4-0.6% iron content – minimum 0.08% dilute acid soluble Fe on dry weight basis, soluble salts – maximum 3.5 milliohms / centimeter @ 25 degrees C. as determined by saturation extract method; ash – 0 – 6.0%

D. Amendment shall be uniformly distributed throughout all irrigated planted areas and incorporated to a homogenously blended depth of six inches. Application rate shall be 3 cubic yards per 1,000 square foot.

E. Turf Sodding shall conform to Section 10-42, and applicable paragraphs of Section 35-12 of the Standard Specifications and these Special Provisions.

1. Turf Sodding shall consist of 90% Dwarf Fescue mix, and 10% Dwarf Kentucky Bluegrass.

F. Turf Starter Fertilizer shall be shall be applied at the rate of ten (10) lbs. per 1,000 square. Starter fertilizer shall conform to the requirements of the California Food and Agricultural Code A.

Payment shall be at the lump sum price bid, and shall include full compensation for furnishing all labor, material, tools, equipment and incidentals and for doing all work involved in completing Lawn Sodding as shown on the plans, as specified in these Special Provisions and as directed by the Inspector.

ITEM NO. 40 - 6' BENCH

This item shall consist of furnishing and installing an 6' Bench as shown on the plans in conformance with these Special Provisions and the manufacturer's specifications.

A. Bench with back shall be an eight (6') long by Dumor site furnishings. Model # bench 58, or approved equal. Benches shall be powder coated black and surface mounted and located at the locations shown on the plans.

Distributed by: Ross Recreation, (855) 892-3240.

A. **ALL Bolts** shall be installed as specified by the manufacturer and shall be provided by the Contractor. All exposed bolts shall be cut to 3 exposed threads and all anchor bolts/ nuts shall be tack welded and all remaining exposed bolts/ nuts shall be tightened and secured with Loctite Adhesive, red 271 for a permanent installation.

B. Concrete Pad shall be paid for under "Concrete Flatwork to Install", of these Special Provisions.

Payment shall be made at the lump sum price bid, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in completing 6' Bench to Install as shown on plans, as specified in these Special Provisions and as directed the Inspector.

ITEM NO. 41 - LANDSCAPE MAINTENANCE (30 DAYS)

This item shall consist of maintaining the landscape planted areas installed in this contract as shown on the plans in conformance with Sections 35-15 through 35-18 of the Standard Specifications and as amended by these Special Provisions.

A. Start of Maintenance Period shall conform to Section 35-15 of the Standard Specifications..

B. Watering shall conform to Section 35-13 of the Standard Specifications, as well as any mandatory water restrictions issued by the City Department of Utilities and these Special Provisions.

C. Plant Replacement shall conform to Sections 35-14 of the Standard Specifications.

D. Plant Establishment period or Landscape Maintenance Period shall conform to Section 35-16 of the Standard Specifications and be amended as follows: The Landscape Maintenance Period shall be **thirty (30) calendar days** and shall begin on the date of the Start of Maintenance Period. Plant Establishment and Landscape Maintenance shall continue until final acceptance of the work.

E. Lawn Maintenance shall conform to Section 35-16 of the Standard Specifications. When the lawn reaches three inches (3") in height, the Contractor shall mow it to a height of one and one-half inches (1-1/2"). The lawn shall be mowed thereafter on a weekly basis to a height of one and one-half inches (1-1/2"). Lawn growing around trees, light poles, fences, and other obstacles shall be maintained at a height equal to that of the adjacent lawn areas, or may be chemically controlled with the approval of the Landscape Architect. Catching of lawn clippings shall not be required. Following a minimum of three (3) mowings the Contractor shall be required to treat the lawn with a selective broadleaf and grass weed herbicide

that will not harm the lawn. The Contractor shall conform to Section 35-6 of the Standard Specifications for application of herbicides.

1. Lawn Fertilizer (2nd Application): One week prior to the final inspection the Contractor shall apply to all lawn areas a second application of fertilizer with a 16-6-8, N-P-K analysis, at six (6) pounds per 1,000 square feet.

F. Tree & Shrub Maintenance. Trees and Shrubs shall be pruned and shaped as directed by the Engineer. Trees shall be restaked as necessary. Maintain watering basins and shrub and groundcover areas free of weeds.

G. Pre-Final Inspection shall conform to Section 35-17 of the Standard Specifications and be amended as follows: Seven (7) weeks prior to the end of Maintenance Period, the Inspector and the Engineer shall conduct a pre-final inspection. At the pre-final inspection or at anytime thereafter, should the Inspector determine that the project meets the requirements of the final acceptance of the work, he may issue final acceptance of the project to the Contractor.

H. Final Inspection shall conform to Section 35-18 of the Standard Specifications. At the time of final acceptance of the work, any square yard of the planted areas shall be ninety percent (90%) weed free and in a neatly mowed condition, as determined by the Engineer.

Payment shall be made at the lump sum price bid and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in completing the Landscape Maintenance (30 days) as shown on the plans, as specified in these Special Provisions and as directed by the Inspector.

4. ELECTRICAL PROVISIONS WHICH APPLY TO ALL ELECTRICAL ITEMS

4.1 CITY FURNISHED EQUIPMENT

The Contractor shall pick-up all City furnished equipment at the City Corporation Yard. The City has two corporation yards: Corporate Center South, 5730 24th Street, Building 11, Sacramento, California and the Corporate Center North, 918 Del Paso Road, Sacramento, California, and deliver these items to the job site. *Contractor is responsible to provide machinery and manpower to unload and load all city furnished equipment.* Loading, unloading, pick-up, and delivery of these items will be considered included in the price bid for various items and no additional compensation will be allowed therefor.

The Contractor shall schedule the equipment pick-up with the Engineer. Equipment pick-up shall be done in the presence of the City Inspector or his designated representative. The Contractor shall be responsible for all damages that occur in connection with the care and protection of all materials and equipment until the completion and final acceptance of the work by the City.

The Contractor's responsibility for City supplied equipment shall be in accordance with Section 6-1.02, "State-Furnished Materials," of the State Standard Specifications.

4.2 CONDUIT MATERIAL

Conduit to be installed underground shall be Schedule 40 polyvinyl chloride (PVC) or Schedule 40 polyethylene conduit as described herein unless otherwise indicated or specified. PVC conduit shall comply with the specifications in Section 34-10 of the City Standard Specifications. High-density polyethylene conduit shall comply with the following specifications:

Conduit shall be fabricated from polyethylene shall be in conformance with applicable ASTM and NEMA standards and Article 347 of the National Electrical Code. Non-black polyethylene conduit shall contain not less than 2500 parts per million (ppm) of a hindered amain ultraviolet light stabilizer. Ultraviolet stabilization additive for black polyethylene conduit shall consist of a carbon black loading of 2.5% ± 0.5% by weight.

Conduit shall be manufactured from high-density polyethylene resin designated as Type III, Category 5, Class C, Grade P34 material in accordance with ASTM D1248.

Duct seal shall be installed on all conduits.

All new conduits starting/terminating in pull boxes shall have End Bells.

4.3 CONDUIT INSTALLATION

Conduit installation shall be in accordance with Section 34-9, 34-10 of the Standard Specifications and as modified by these Special Provisions. "Jet-rodding" is not permitted.

Conduits terminating in pull boxes, standards, pedestals and cabinets shall rise vertically and

shall not slope in any direction. Conduits terminating in standards, pedestals, and cabinets shall terminate one and one-half inches (1½") above finished grade. Conduits shown on the Plans to be adjacent and parallel to each other shall be installed in the same trench or drill hole unless otherwise specified or directed by the Engineer. Under the sidewalk, conduit shall be laid to a depth of not less than eighteen inches (18") below the sidewalk grade.

Conduits shall be installed by trenching or directional drilling method.

All applicable requirements in these Special Provisions to locate, and to protect existing utilities, utility laterals, obstructions, and other facilities in the area shall be conformed to and no additional compensation will be allowed therefor. Contractor is responsible for any damage and the repair of any existing facilities damaged by his/her trenching or drilling operations. Contractor is responsible for any potholing necessary and cost for potholing shall also be included in price paid for applicable items of work and no additional compensation will be allowed therefor. All trenching or drilling work shall be contained within the City right-of-way. If utilities or other obstacles are encountered at the specified conduit depth, any additional drilling required to avoid the obstacle shall be made at the Contractor's expense and no additional compensation will be allowed therefor. Location of trenching and drill holes shall take into consideration minimal impact to the street pavement while still meeting the requirements of these Special Provisions.

Contractor shall replace roadway striping and markings with same material if damaged by directional drilling, bore pits, potholes, or trenching. Replacement striping and markings shall be thermoplastic or paint, per the City of Sacramento Standards.

A. Trenching Method

Installation of conduit by trenching shall be in conformance with the Plans and these Special Provisions. See plan sheets for trench details. Trenches shall be backfilled or covered at the end of each work day. All conduit installed by trenching shall be anchored every 15 feet to the bottom of the trench, with an approved method, so as to prevent the conduit from floating when the concrete is backfilled into the trench.

1. Trenches in reconstructed roadways shall be backfilled with slurry portland cement per cubic yard and fine type aggregate as defined in the Standard Specifications Section 10-5. A red oxide in the amount of 5 lbs. per cubic yard shall be mixed uniformly throughout the slurry cement. See plan sheets for amount of sack slurry and depth of conduit(s).

2. Trenches in existing roadways shall use the "T-Trench" method. The portion over the trench shall be paved with asphalt concrete, Type A with ¾" aggregate (coarse); except on residential streets where the base course shall be Type A, ¾" aggregate (coarse) and surface coarse shall be Type B, ½" aggregate, (medium), per Section 22 of the City Standard Specifications, unless otherwise directed by the Engineer. See plan sheets for width and thickness of asphalt concrete over trench. Trenches shall be backfilled with slurry portland cement per cubic yard

and fine type aggregate as defined in the Standard Specifications Section 10-5. A red oxide in the amount of 5 lbs. per cubic yard shall be mixed uniformly throughout the slurry cement. See plan sheets for amount of sack slurry.

B. Directional Drilling Method

Installation of conduit by directional drilling shall be in conformance with the Plans and these Special Provisions.

Conduits shall be installed such that the top of the conduit(s) are not less than eighteen inches (18") below the finished grade in sidewalk areas and not less than thirty inches (30") in all other areas except as otherwise specified or directed by the Engineer.

Prior to the start of directional drilling, the Contractor shall submit a plan which identifies location and size of proposed drill holes, describes process for identifying/locating existing utility services and other underground utilities or obstructions, identifies a proposed "drilling corridor" to avoid conflicts with existing utilities, services and other facilities. This plan shall be submitted to the Engineer a minimum of ten (10) working days prior to the start of work. The Contractor will not be allowed to directional drill until an approved plan is on file with the Engineer

Directional drilling shall be performed by the technique of creating and directing a bore hole along a predetermined path to a specified targeted location where indicated on the plans to install conduits. The technique shall involve the use of mechanical and hydraulic equipment to change the boring course and shall use instrumentation to monitor the location and orientation of the boring head assembly along the predetermined course. Drilling shall be accomplished with fluid-assisted mechanical cutting. Unless otherwise approved, boring fluids shall be a mixture of bentonite and water or polymers and additives. Bentonite sealants and water will be used to lubricate the drilling head. It is mandatory that minimum pressures and flow rates be used during drilling operations so as not to fracture the subgrade material around and/or above the bore. Uncontrolled jetting (where the primary purpose is to use fluid force to erode soil for creation of the final bore hold diameter) is prohibited. The drilling system shall utilize small-diameter fluid jets to fracture, and mechanical cutters to cut and excavate the soil as the head advances forward.

All drilling shall be located a minimum of three feet (3') from the center of all existing maintenance holes. Drilling that run parallel to any sanitary sewer or storm drainage lines shall maintain a minimum clearance of three feet (3') measured from the centerline of the sewer or drainage line to the adjacent side of the drill hole. Drilling that crosses any sewer or drainage line shall cross at 90 degrees to the line or at a minimum of 45 degrees if a 90 degree crossing is not possible.

4.4 CONDUCTORS

Conductors shall be in accordance with Section 34-12 of the Standard Specifications, except for the following:

1. If the existing ground wire (green 1#10 THW) is used as a pullwire, a new ground wire shall be pulled with the new conductors or cables, unless otherwise specified.

2. Unless otherwise noted, insulation Types THHN and THWN are not approved for installation.

3. The electrolier leads from base to lamp socket shall be No. 12 THW solid wire with 45 mils insulation suitable for 600-volt service for historic decorative, post top and mast arm electroliers.

4.5 INSPECTION

Inspection shall be in accordance with Section 34-22 of the Standard Specifications and these Specifications.

4.6 STREETLIGHT

A. General – Cervantes Park Expansion Project

Contractor shall remove and salvage the existing streetlight as shown in the plans.

Contractor shall install the City Furnished Streetlights to the locations as shown in the plans and as directed by the Engineer.

- Contractor shall provide and install new foundation. Contractor to measure existing bolt circle diameter, prior to setting new foundation. The foundation of the streetlight shall be placed behind the sidewalk, not in the sidewalk.
- Contractor shall provide and install new anchor bolts. Contractor to determine size and length of existing anchor bolts.

4.7 PULL BOXES

Shall be in accordance with Section 34-11 of the Standard Specifications, except for the following:

a. All new pull boxes shall be set in place prior to pouring any new sidewalk. Existing pull boxes damaged by the installation of new conduits shall be removed and replaced at the Contractor's expense as directed by the Engineer. All pull boxes shall be placed in sidewalk areas unless otherwise specified on the plans or directed by the Engineer, and shall not be placed in driveways, in vehicular traveled lanes, or in any part of the new sidewalk handicap ramp areas. Unless otherwise specified, pull boxes shall be placed a minimum of 5 feet from existing driveways. Contractor shall cut, remove and replace the concrete to the nearest joint when installing new pull boxes. Pull boxes shall be placed as

shown according to the details shown on the Plans and according to these Special Provisions.

b. New pull boxes shall have a minimum of 6" of new concrete around all sides in sidewalks. For pull boxes to be removed, holes or depressions resulting from the removed pull box shall be filled, compacted, brought to grade, and filled to match surrounding materials. Install pull box on top of crushed rock foundation. Adjust pull box to grade. The crushed rock foundation shall have a minimum of 12" in depth and continue to extend a minimum of 6" beyond the outside edge of the pull box. Compact crushed rock while maintaining integrity of conduit. Conduit and pull boxes shall not be damaged nor cracked. In instances where the pull box is installed in a planter box or dirt areas, the pull box shall be set to grade with a concrete ring, as shown in the standard detail drawings.

c. All No. 5 and No. 6 Pull Boxes shall have steel security lids with locking key bolt.

1) Pull Box Lid shall be manufactured by LockLid Secure Utility Enclosure Lids manufactured by Jensen MetalTech or approved equal. (#5 PB - Locklid 1324 Lid LL K-S TrxPlt Sac Glv; #6 PB – LockLid 1730 Lid LL K-SD TrxPlt Sac Glv). The City of Sacramento has also approved Sipra Corp's Lockjaw! Security lids, and WESCO's Mr. Steel Security lids.
2) Lid shall be ¼" thick minimum galvanized steel.
3) Lid shall be manufactured with slip resistant surface.
4) Lid shall be non-traffic rated, unless otherwise specified.
5) Lid shall be equipped with a lock mechanism which can be secured from the top of lid.
6) Lock shall be recessed in a1 inch diameter circle. Lock shall be a Secure Keyed Bryce Fastener, or approved equal.
7) A steel welding plug shall be provided by the manufacturer to be inserted into the 1 inch diameter recessed lock. (Locklid # Plugs Sac Stl Plgs LkLd Lids, or approved equal).
8) Lid shall be flush with top of pull box when the lid is completely secured and locked to the pull box.
9) No. 5 pull boxes shall have a single cam locking system, or approved equal.
10) No. 6 pull boxes shall have a double cam locking system, or approved equal.
11) Lid shall have a grounding lug.
12) Supply five sets of keys for the locks.
13) Supply two sets of lifting tools for the lid.
14) Lid shall be free of scratches, defects, and debris. Lids shall be installed new.
15) SIPRA Corp Lockjaw Utility Box Security Lid is also an acceptable product. Galvanized lid. No electric markings on lid. 3/16" Diamond Plate. Provide three sets of locking tools for project.

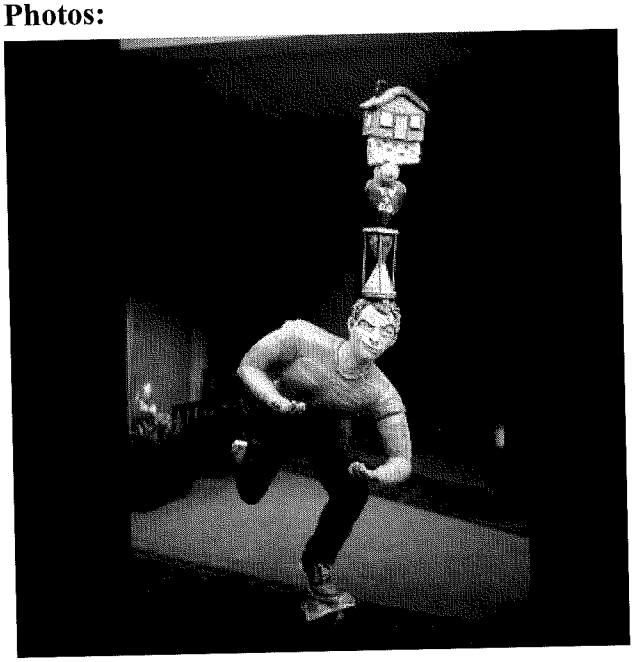
5. ATTACHMENTS

Attachement 1: Description of Artwork

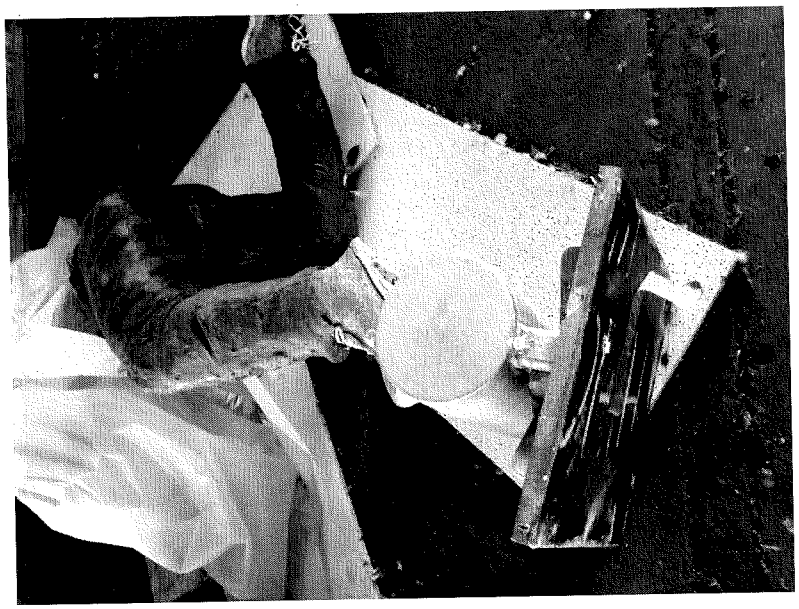
BALANCING ACT, TOO (ART SCULPTURE)

By: Tony Natsoulas

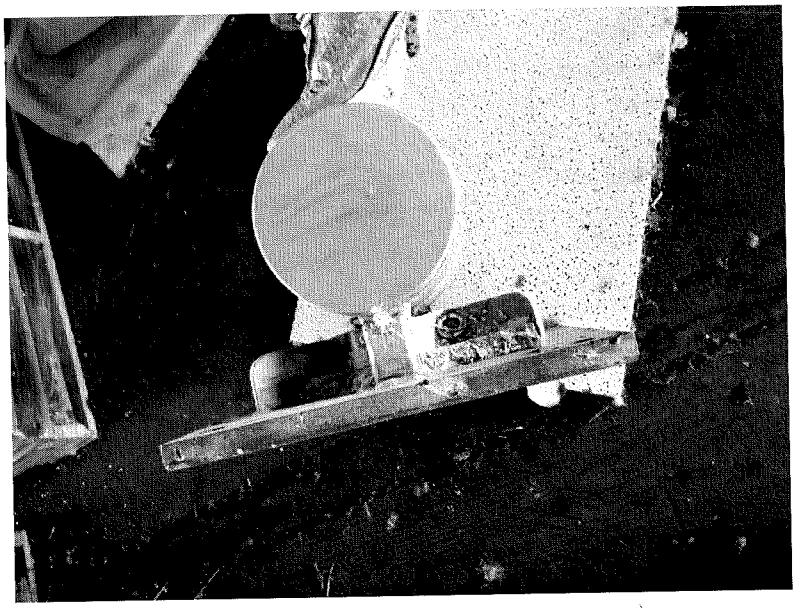
Also known as: The Juggler
Administrator: Sacramento Art in Public Places Program
Owner: Sacramento Housing and Redevelopment Agency
Manufacture Date: 1993
Current Location: North Area Corporate Yard 918 Del Paso Road
Collection: City of Sacramento Metropolitan Arts Commission
Artwork Type: sculpture (visual work)
Material: bronze (metal), paint
Approximate Size: 10' Tall, 4'-11" Deep and 2'-4" Wide
Base Place: 1" Thick steel, 18"x 18" square and ¾" holes at all 4 corners.
Art Work Current Location: Sculpture is stored at the City's North Area Corporate Yard at 918 Del Paso Road, Sacramento CA. 95834. The City has a fork lift and can load the sculpture onto a commercial size flatbed truck or trailer.
Weight: Unknown
Proposed Sculpture Base: The contractor will be required to construct a concrete base for the sculpture which will include a raised base between 18" to 24" above the proposed walkway grade. In addition the base will have a concrete footing with rebar cage. The engineering has is in progress of being prepared and will be issued to the contractor prior to the start of construction.
Photos:



Sculpture which had been installed in the Downtown Mall which since has been removed for the construction of the new Kings arena.



Existing sculpture steel plate on the base of the sculpture. The top of the new concrete base will be poured above the steel plate and below the silver cylinder.



Here is a different angle showing the steel plate and silver cylinder at the bottom of sculpture.

APPENDIX A

Labor Compliance Requirements for This Project

By submitting a bid for this project you are agreeing to comply with the City's Labor Compliance Program

City of
SACRAMENTO

LABOR COMPLIANCE REQUIREMENTS

A summary of the labor compliance requirements will be presented at the pre-construction meeting. However, please read the attached documents relating to the labor compliance requirements and expectations for this project. You will be required to sign the labor compliance acknowledgment at the pre-construction meeting if you are awarded the project. For any questions regarding these requirements, please contact Jose R. Ledesma at jledesma@cityofsacramento.org, or Brenda Kee at bkee@cityofsacramento.org.

Each contractor and subcontractor (at all levels/tiers) is required to submit certified payrolls and labor compliance documentation electronically at the discretion of and in the manner specified by, the City of Sacramento.

Electronic submittal will be through a web-based system, accessed on the World Wide Web by a web browser. Each contractor and subcontractor will be given a Log On identification and password to access the City of Sacramento reporting system, currently LCPTracker.

Use of the system may entail additional data entry of weekly payroll information including; employee identification, labor classification, total hours worked and hours worked on this project, wage and benefit rates paid, etc. The contractor's payroll and accounting software may be capable of generating a 'comma delimited file' that will interface with the software. If the 'comma delimited file' option does not work, it is still the responsibility of the contractor and subcontractors to manually enter their data into LCPtracker, meeting the required deadlines for those documents.

This requirement 'flows down' to every lower-tier subcontractor and vendor required to provide labor compliance documentation.

CITY OF SACRAMENTO

LABORCOMPLIANCE HANDBOOK 2015

PUBLIC WORKS LABOR PROJECTS – LABOR COMPLIANCE

Revised 4-7-15 KW

City of
SACRAMENTO

City of Sacramento
Labor Compliance

Introduction

Contractors who are awarded contracts on City of Sacramento public works projects are subject to State and Federal Laws and regulations governing the payment and reporting of wages, the use of apprentices, and other applicable labor standards provisions. The City of Sacramento monitors prime contractors' and subcontractors' compliance with labor standards by collecting certified payroll records; conducting on-site interviews of works at the construction sites; when appropriate, audits of contractors' records; and engaging in other activities, as necessary, to ensure labor compliance. Labor Compliance officers make preconstruction presentations to inform contractors of their obligations to comply with labor standards provisions.

Labor Compliance Requirements
(Prevailing Wage, SB 854 Etc.)

SB 854, a budget trailer bill that was signed into law on June 20, 2014, and became effective immediately, made several significant changes to laws pertaining to the administration and enforcement of prevailing wage requirements by the Department of Industrial Relations (DIR). Among other things, SB 854 established a new public works contractor registration program to replace prior Compliance Monitoring Unit (CMU) and Labor Compliance Program (LCP) requirements for bond-funded and other specified public works projects. The fees collected through this new program will be used to fund all of DIR's public works activities, including compliance monitoring and enforcement, the determination of prevailing wage rates, public works coverage determinations, and hearing enforcement appeals.

Labor Code Section 1725.5 (enacted by SB 854) requires all contractors bidding on this contract, all subcontractors listed in a bid for this contract, and any contractor or subcontractor performing any work under this contract, to be currently registered with the California Department of Industrial Relations (DIR), as specified in Labor Code Section 1725.5. Labor Code Section 1771.1 (enacted by SB 854) provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Every bidding contractor shall list the contractor's current DIR registration number, and the current DIR registration number of all listed subcontractors, on the Subcontractor and Local Business Enterprise (LBE) Participation Verification Form included in the contractor's bid.

SB 854 – Important Information for Contractors

- **No contractor or subcontractor** may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) **unless registered** with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- The prime contractor must post job site notices prescribed by regulation. (*See* 8 Calif. Code Reg. §16451(d) for the notice that previously was required for projects monitored by the CMU (Compliance Monitoring Unit.)

Essentials of public works contractor registration program:

- Contractors will be subject to a registration and annual renewal fee that has been set initially at $300. The fee is non-refundable and applies to all contractors and subcontractors who intend to bid or perform work on public works projects (as defined under the Labor Code).
- Contractors will apply and pay the fee online and must meet minimum qualifications to be registered as eligible to bid and work on public works projects:
- Must have workers' compensation coverage for any employees and only use subcontractors who are registered public works contractors.

- Must have Contractors State License Board license if applicable to trade.
- Must have no delinquent unpaid wage or penalty assessments owed to any employee or enforcement agency.
- Must not be under federal or state debarment.
- Must not be in prior violation of this registration requirement once it becomes effective. However, for the first violation in a 12 month period, a contractor may still qualify for registration by paying an additional penalty.
- The registration fee is not related to any project. It is more like a license that enables the registrant to bid on and perform public works.

Additionally, **all contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner** (aka Division of Labor Standards Enforcement). The phase-in timetable for this requirement can be found on the following link at http://www.dir.ca.gov/Public- Works/SB854.html *(also for all SB854 related information).*

CITY OF SACRAMENTO LABOR COMPLIANCE STAFF

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City of
SACRAMENTO

STATE WAGE DETERMINATION

Website:
The State Wage Determination can be found on-line by accessing the following web site:
http://www.dir.ca.gov/OPRL/pwd/

For additional information you may contact:
Division of Labor Statistics and Research (DLSR) **(415) 703-4774**

The State Wage Determinations list the basic crafts, (operating engineers, carpenters, laborers, etc.) by location; most sub trades (electricians, plumbers, etc.) are by county *(In the event of multiple funding sources, a comparison of the state and federal determination must be made and the higher wage rate must be applied)*

Our office will be glad to send you a copy of the wage determination, direct you to the appropriate website or answer any questions you may have. You may contact any of the compliance staff member's by referring to the previous contacts page.

Issue Date:
The State Wage Determinations are published twice a year; **February 22** and **August 22**, to reflect updated wage increases incurred. Please be cognizant that increase dates do vary.

Single Asterisk * **(Good for life of project)**

Example: Expiration Date of Determination: June 27, 2008*
* **Effective** until superseded by new determination issued by the Director of Industrial Relations. Contact Division of Labor Statistics and Research (415) 703-4774 for new rates after 10 days from the expiration date if no subsequent determination is issued.

Double Asterisks ** **(Indicates expiration date & a wage or fringe benefit increase) Example: Expiration Date of Determination: June 30, 2009****
** The rate to be paid for work performed after this date has been determined. **If work will extend past this expiration date, the new rate must be paid** and should be incorporated in contracts entered into now. Contact Division of Labor Statistics and Research (415) 703-4774.

FEDERAL WAGE DETERMINATION

Web Site
The Federal Wage Determination can be found on-line by accessing the following web site:
http://www.wdol.gov

The Davis-Bacon Act (DBA) requires the payment of prevailing wage rates (which are determined by the US Department of Labor) to all workers employed in the execution of the contract on federally funded construction projects. *(In the event of multiple funding sources, a comparison of the state and federal determination must be made and the higher wage rate must be applied).*
Applicable Federal Wage Determinations are included in the bid package.

Our office will be glad to assist you or answer any questions you may have. You may contact any of the compliance staff member's by referring to the contact information provided.

Publication Date
There is no set date that the Federal Wage Determination is published; it is modified as needed.

Good for the Life of the Project
The applicable Federal Wage Determination is good for the life of the project.

On-Site Posting Required

All contractors must post a copy of the applicable State and/or Federal Wage Determination.

City of SACRAMENTO

Apprentices on Public Work Projects

Summary of Requirements

California Labor Code Section 1777.5 requires all public works contractors and subcontractors to:

1. Submit contract award information
2. Employ registered apprentices
3. Make training fund contributions

Submit contract award information:

If you are a contractor already approved to train apprentices (a member of a DAS recognized Apprenticeship Committee
"Contractors who are already approved to train apprentices must provide contract award information to the apprenticeship committee for each applicable apprenticeable craft or trade that has approved the contractor in the area of the site of the of the public works project." The Contract Award Information must be in writing and submitted to the applicable committee(s) within 10 days of the date of the prime or subcontract but in no event later than the first day the contractor has workers employed on the public works project. You may use form DAS 140 for this purpose. This is simply a notification of award; it is not automatically a request for dispatch of a registered apprentice.

If you are not already approved to train by an Apprenticeship Committee
Contractors not already approved to train apprentices must submit Contract Award Information (DAS 140) to **every** apprenticeship program in the geographic area of the public works project, **for each craft you intend to employ on the project.** You can determine which apprenticeship programs are approved in specific geographic locations by clicking on the following link http://www.dir.ca.gov/databases/das/pwaddrstart.asp
The Contract Award Information must be in writing and submitted to the applicable committee(s) within 10 days of the date of the prime or subcontract but in no event later than the first day the contractor has workers employed on the public works project. This is simply a notification of award; it is not automatically a request for dispatch of a registered apprentice.

Employ registered apprentices:

A contractor on a public works project must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman. Title 8 California Code of Regulations, Section 230.1.for each separate craft at the end of a project. **Please check the DAS Important notices to determine if any exemptions exist for your craft or trade.** http://www.dir.ca.gov/DAS/PublicWorksForms.htm

All contractors must request dispatch of an apprentice from an apprenticeship program (for each apprenticeable craft or trade) by giving the program actual notice of at least 72 hours (excluding Saturdays, Sundays and Holidays) before the date on which apprentices are required. A DAS 142 form is provided for this purpose. All requests for dispatch must be in writing and sent by first class mail, fax or email.

Contractors who do not receive a sufficient number of apprentices from their initial request, must request dispatch apprentices from all other apprenticeship committees, if more than one exists in the area of the public works project. To determine which apprenticeship programs are approved for your craft or trade in a specific geographic location click the following link http://www.dir.ca.gov/databases/das/pwaddrstart.asp

Ratios:

How many apprentices must I employ on a Public Works project?
At the end of the project, your straight time apprentice hours must equal a total of 1 hour for every 5 straight time journeyman hours for each separate craft. For example, if you have a total of 100 journeyman hours at the end of the project, you would need 20 apprentice hours in that same craft.

Can I mix and match crafts to reach the minimum ratio?
No. The minimum ratio requirement is per each individual craft and only includes straight time hours.

Do overtime hours count toward the minimum ratio?
No, only straight time hours count. Be careful not to confuse premium pay with overtime pay.

What is the maximum number of apprentices I can use on a Public Works Project?
It depends on which box you have checked on your DAS 140. If you checked box 1 or 2 and fall under the regulations set forth in a specific program's standards, then you are allowed to use the maximum ratio set forth in those Standards. If you have checked box 3 and agreed to be governed by the regulations set forth by the California Apprenticeship Council then the minimum and maximum ratio is the same: 1 apprentice hour for every 5 journeyman hours totaled at the end of the project.

I am a contractor who is approved to train by an approved program and am covered by their Standards, or I am a contractor who has agreed to be covered by a program's Standards for a single project. How do I know what the Standards allow for that program's maximum apprentice ratios?
You can ask the program for a copy of their Standards or a copy of the language in Article XV which covers ratios. Or you can call the DAS office nearest the location for that program and request the same.

Make Training Fund Contributions:

Contractors who are awarded public works jobs must make training fund contributions in the amount established in the prevailing wage rate publication for journeymen and apprentices. This nominal fee contributes to the assurance that new apprentices coming into the craft will be guaranteed the highest level of training and as skilled craftsmen retire, the trade will survive.

Contractors who contribute to an apprenticeship program are entitled to a full credit in the amount of those contributions. Contractors who do not contribute to an apprenticeship program must submit their contributions to the California Apprenticeship Council, P. O. Box 511283, Los Angeles, California 90051-7838.

Training fund contributions to the Council are due and payable on the 15th day of the month for work performed during the preceding month. The contribution should be paid by check and be accompanied be a completed training fund contribution form or a letter containing the following information:

1. The name, address and telephone number of the contractor making the contribution.
2. The contractor's license number.
3. The name and address of the public agency that awarded the contract.
4. The jobsite location, including the county where the work was performed.
5. The contract or project number.
6. The time period covered by the enclosed contributions.
7. The contribution rate and total hours worked by apprenticeable occupation.
8. The name of the program(s) that provide apprentices, if any.
9. The number of apprentice hours worked, by apprenticeable occupation and by program.

Subject to change for most recent documentation please click on the following link:
http://www.dir.ca.gov/das DASApprenticesOnPublicWorksSummaryOfRequirements.htm

Are you exempt?

What are the instances in which a contractor on a public works project is considered exempt from the requirements of LC 1777.5?

1. Labor Code 1777.5 does not apply to general contractors whose contract is under $30,000.
2. When the craft or trade is not apprenticeable.
3. When the contractor holds a sole proprietor license and no workers were employed by the contractor. In other words, the contractor performed the entire work from start to finish and worked alone.
4. When the project is a federal project and the funding of the project does not contain any city, county, and/or state monies unless the project is administered by a state agency in which case the apprenticeship requirements apply.
5. When the project is a private project not covered by the definition of public works as found in Labor Code section 1720.

What if I am exempt from the requirements of California Labor Code Section 1777.5 as my situation falls under one of the exemptions listed above? Do I still have to provide a "Notice of Contract Award" (DAS 140 form) to the applicable program?

You do not have to submit a "Notice of Contract Award". However, for purposes of letting the applicable program know of your exemption, you may, nevertheless, want to provide the form to the applicable program so they are aware of your exemption.

If I have an Individual Contractor Exemption granted by the Chief of DAS per Labor Code § 1777.5 (j), or § 1777.5(k), do I still need to send a DAS 140 to the appropriate programs?
Yes, you still need to submit a Notice of Contract Award Information (DAS 140) to the appropriate Program Committees. The Individual Contractor Exemptions and Program Committee exemptions pertain to the ratio of apprentices on a public works project and do not eliminate the DAS 140 requirement.

I am a small subcontractor and my job will take less than 40 hours. Am I exempt from hiring apprentices?
No, you must still submit a DAS 140 and 142. However, you may request apprentices in less than 8 hour increments. Important Notice: see changes in Code of Regulations section 230.1, regarding the employment of apprentices on Public Works.

What is a registered apprentice?

An apprentice is someone who has signed an agreement with an employer, an approved apprenticeship program or program sponsor, and whose agreement is registered with the Division of Apprenticeship Standards (DAS). Only an approved apprenticeship program can provide a contractor with a registered apprentice on public works projects.

Do programs that provide apprentices for public works projects provide workers compensation benefits for the apprentice they send out to jobs or is the responsibility of the contractor and/or subcontractor?

This responsibility lies with the contractor and/or subcontractor.

How can I find the names of the applicable approved apprenticeship programs/committees?

1. Contact the DAS District office whose assigned geographic areas of responsibility cover the county/ies in which the public works project is located.
2. Visit our interactive website

As a contractor who has been awarded a public works contract, and has my own employees, am I still required hiring registered apprentices?
Yes. **Important Notice:** see changes in Code of Regulations sections 230.1, regarding the employment of apprentices on Public Works

I am a non-union contractor. Am I required to hire an apprentice?

Yes, you must request dispatch from all approved programs in the geographic area of the project.

Can I employ my friend, family, or my own employee who is still beginning to learn a particular trade, as an apprentice?

No. The law requires that you employ only apprentices who are registered with an approved program. However, if your friend or your employee is a registered apprentice, and has been dispatched to you by an approved apprenticeship program, yes you can.

What happens if I employed my friend who is not a registered apprentice and I paid him the journeyman rate?

You may employ your friend and pay him journey wages but this does not affect the apprenticeship requirements.

What are the benefits and advantages to hiring a registered apprentice?

The benefits of hiring an apprentice registered in a state approved program are:

1. Lower pay rate than the journeyman pay rate.
2. Elimination of recruitment programs for workers who are already trained.
3. Creates a diversified and flexible workforce and larger pool of employees with specific skills.
4. Increases productivity; employees in a structured training program are motivated to achieve.

City of
SACRAMENTO

EMPLOYMENT OF APPRENTICES

A. Bidder is directed to the provisions in Sections **1777.5, 1777.6** and **1777.7** of the California Labor Code concerning the employment of apprentices by a Contractor and any subcontractor performing a public works Contract.

1. **Labor Code section 1777.5 requires the Contractor or subcontractor employing tradesmen in any apprentice-able occupation to apply to the joint apprenticeship committee in the area of the site of the public works project and which administers the apprenticeship program for a certificate of approval.** Contractor or subcontractor shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of apprentices to journeymen and contributions to funds to administer apprenticeship programs shall be determined by Section 1777.5 and the responsibility for compliance with that section for all apprentice-able occupations shall be with the General Contractor.

2. Labor Code section 1777.5 does not apply to Contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or Prime Contractor, when the contracts of general contractors or those specialty contractors, involve less than Thirty Thousand Dollars ($30,000). This is the sum of the total contract amount not the individual contracts that are held between a prime contractor and their sub tiers. A contractor who willfully violates Labor Code section 1777.5 shall be denied the right to bid on or receive a public works contract for a period of up to one (1) year for the first violation, and for a period up to three (3) years for the second and subsequent violations, from the date the determination of noncompliance made by the Administrator of Apprenticeship becomes an order of the California Apprenticeship Council. Contractor shall also be subject to the payment of the civil penalty as provided in Labor Code section 1777.7. Interpretation and enforcement of said Sections 1777.5 and 1777.7 shall be in accordance with the rules and procedures of the California Apprenticeship Council.

This information is provided as a guide. If there are any discrepancies between the language in this handbook and the specifications in the bid package for this project, the bid package shall prevail.

For the most up to date and current apprenticeship information refer to the DIR website.

ALL CURRENT AND APPRETICEABLE TRADES/CRAFTS WITHIN SACRAMENTO COUNTY

Asbestos Worker, Heat and Frost Insulator	Parking and Highway Improvement (Striper)
Boilermaker-Blacksmith	Painter
Bricklayer, Stonemason	Plasterer
Carpenter – All Related Trades	Plaster Tender
Carpet, Linoleum and Resilient Floor Layer	Roofer
Cement Mason	Landscape/Irrigation Fitter
Drywall Installer/Lather (Carpenter)	Sprinkler Fitter (Fire Protection/Fire Control
Drywall Finisher (Painter)	Pile Driver Operating Engineer
Electrician, Inside Wireman	Pile Driver (Carpenter)
Electrical Utility Lineman	Parking and Highway Improvements Painter
Elevator Constructor	Plumber/Steamfitter
Field Surveyor Chainman/Rodman	Pipefitter
Chief of Party	Underground/Utility Pipefitter
Glazer	Metal Roofing System Installer
Electrician (Comm & System Installer)	Sheet Metal Worker
Electrician (Comm & System Tech, Cable Splicer)	Stator Re-winder
Iron Worker	Terrazzo Finisher
Laborer	Terrazzo Worker
Marble Finisher/ Marble Mason/ Marble Setter	Tile Setter
Millwright	Tile Finisher
Operating Engineer	Steel Erector & Fabricator
Operating Engineer (Dredger)	Tunnel/Underground (Operating Engineer)
Building Construction Inspector	Tunnel Worker (Laborer)
Operating Engineer (Landscape Construction)	Parking & Highway Improvement (Striper-Laborer)
Pointer, Caulker and Cleaner	Bricktender
Acoustical Installer (Carpenter)	Scaffolding and Shoring Erector (Carpenter)
Hardwood Floor Layer (Carpenter	Shingler (Carpenter)
Insulation Installer (Carpenter)	Communications & System Installer
Field Surveyor Instrument man	Taper
Roofer	Metal Deck and Siding

If using any of the listed crafts you will be required to request an apprentice and play into the apprentice-able craft training program that is applicable.

This list is subject to change

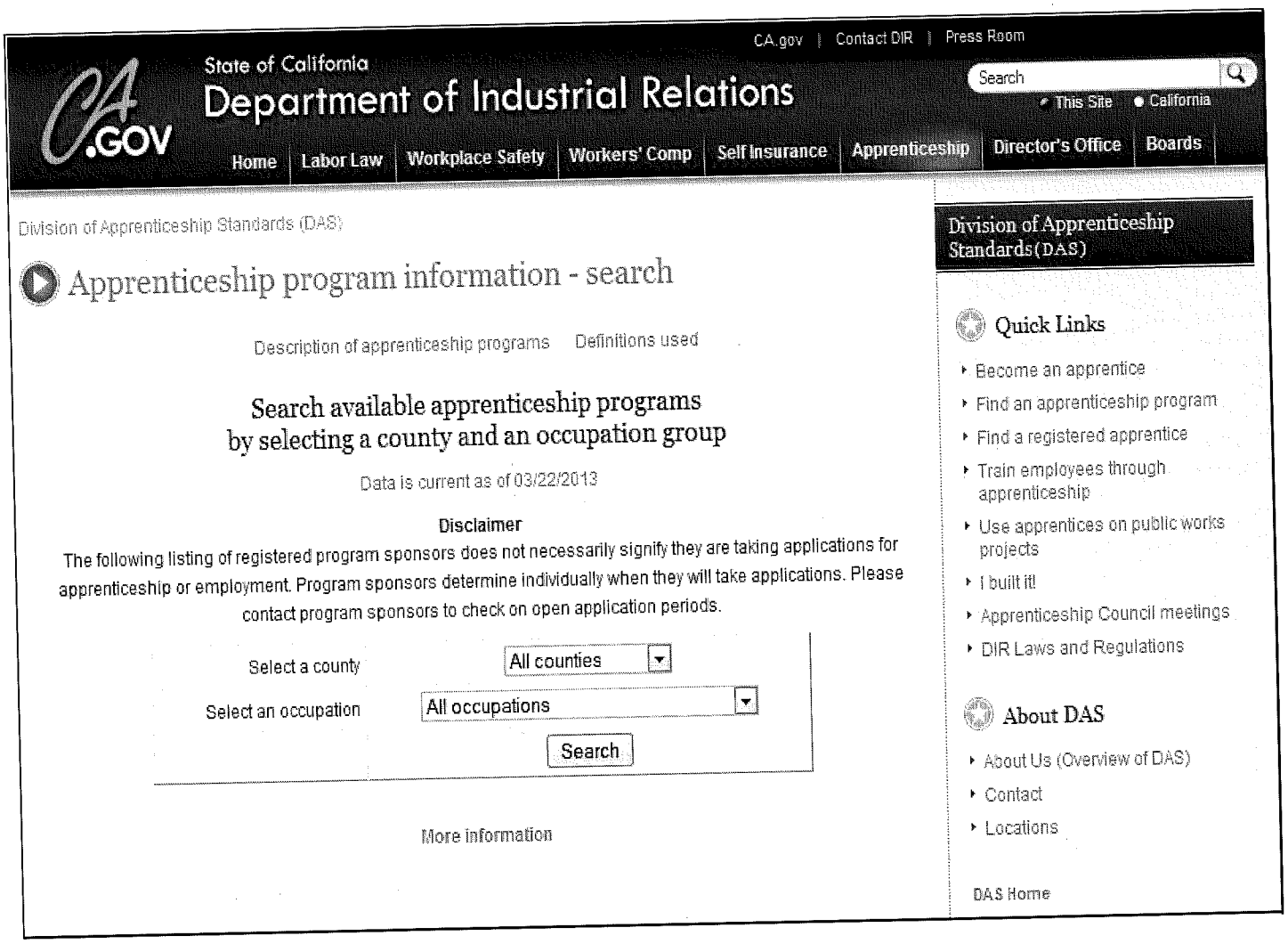
The website to see the latest list of apprenticeable trades is:
http://www.dir.ca.gov/oprl/pwappwage/ PWAppWageStart.asp

STATE OF CALIFORNIA DEPARTMENT INDUSTRIAL RELATIONS

DIVISION OF APPRENTICESHIP STANDARDS
DISTRICT OFFICE
2424 Arden Way, Suite 160
Sacramento, CA 95825

APPRENTICESHIP COMMITTEES FOR SACRAMENTO COUNTY

Please visit: http://www.dir.ca.gov/databases/das/aigstart.asp to verify the committee for your specific trade.



(You may access the Department of Apprenticeship Standards (DAS) directly @ www.dir.ca.gov/DAS to research available apprenticeship programs by selecting a specific county and an occupation group)

CAC Training Fund Contributions

Payment of Training Fund Contributions ***must be sent to the California Apprenticeship Council*** *(CAC) if the contractor is* ***not signatory*** *to an apprenticeship committee. The CAC will then distribute the funds to the proper apprenticeship committees. However, the* ***CAC IS NOT AN APPRENTICESHIP COMMITTEE*** *and will not accept the DAS140 or DAS142 forms.*

California Apprenticeship Council (CAC)

P.O. Box 511283

Los Angeles, CA 90051-7838

Overnight payments should be sent to:

California Apprenticeship Council (CAC)
455 Golden Gate Avenue, 9th floor
San Francisco, California 94102

(You may access the Department of Apprenticeship Standards (DAS) directly @ www.dir.ca.gov/DAS to research *available apprenticeship programs by selecting a specific county and an occupation group)*

CAC - Public works training fund contributions

Division of Apprenticeship Standards (DAS)

Training Fund Search

This search function allows awarding agencies, labor and contract compliance organizations, contractors, and other interested parties to view and print a specific contractor's Training Fund contribution paid to the California Apprenticeship Council for the previous 24 months. The payment of the training funds is regulated by California Labor Code 1777.5(m) (1)

Please enter the contractor's license number to begin search.

If you do not know the contractor's license number you may search for it at this site: www.cslb.ca.gov

For employers without a Contractor's license you may look up the id number that was assigned

If you have any comments, questions or suggestions please send them to trainingfund@dir.ca.gov

Quick Links

Become an apprentice
Find an apprenticeship program
Find a registered apprentice
Train employees through apprenticeship
Program sponsors
Use apprentices on public works projects
I built it!
Apprenticeship Council meetings
DIR Laws and Regulations
Veterans

About DAS

About Us (Overview of DAS)
Contact
Locations

DAS Home

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PRE CONSTRUCTION DOCUMENTS

CITY OF SACRAMENTO
CALIFORNIA

NOTICE TO PROCEED
Project #PROJECT NUMBER
PROJECT NAME

DATE

PRIME NAME
PRIME ADDRESS
PRIME CITY, STATE, ZIP

Notice is hereby given you are authorized to commence work on the above referenced project on DATE. You are legally required to begin work within fifteen (15) working days of this date. The entire work on the project must be completed within SPELLED OUT NUMBER OF DAYS (NUMERICAL NUMBER OF DAYS) working days from the date of this notice. Forty eight hours prior to starting work, please notify the Project Manager, PM NAME at (916) 808-EXT or PM EMAIL@cityofsacramento.org. Please address all correspondence to:

City of Sacramento
DEPARTMENT NAME
DEPARTMENT ADDRESS
DEPARTMENT CITY, STATE ZIP
Attn: PM NAME

Please reference City Project # PROJECT NUMBER in all billing correspondence. We look forward to a mutually successful project. The City of Sacramento is committed to the "Partnering Concept" of open communication and cooperative construction. In that spirit, please do not hesitate to contact me at (916) 808-CONTRACT & COMP EXT or CONTRACT & COMP EMAIL@cityofsacramento.org if I can be of any assistance.

Respectfully,

Receipt Acknowledge,

CONTRACT & COMP NAME Date
Contracts & Compliance Specialist

Signature Date

Cc: CONTRACT & COMP NAME, ACCOUNTING NAME, PM NAME

SACRAMENTO

Labor Compliance Requirements

DATE:
JOB:
PROJECT

Contract Administrator:
Labor Compliance Officer:
Project Manager:
Inspector:
Prime Contractor:

In accordance to City of Sacramento Ordinance Section 360.180 the following is to comply with the City of Sacramento prevailing wage provision and contract provisions.

The award of a public works contract requires that all workers employed on the project be paid not less than the specified general prevailing wage rates by the contractor and its subcontractors. Owner Operators are not exempt from this requirement (LC § 1771, LC §1774). Current Prevailing Wage Rates can be accessed at *http://www.dir.ca.govh/dlsr/pwd*. NOTE: *The first bid advertisement date of the project determines the applicable wage for this project. Please check your bid advertisement date to make sure you are using the correct determination. Superseded prevailing wage determinations can be obtained at http://www.dir.ca.gov/oprl/main.htm.*
Prevailing wage rates and rate changes are to be posted at the job site for workers to view.

If Federal Funded: Davis/Bacon prevailing wage rates apply, unless State prevailing wage rates are required.

Prevailing Wage Requirements

- ❑ All workers employed in the execution of a public works project, including sole proprietors, partners, and corporate officers, must be paid not less than the specified prevailing wage rates for the type of work performed. *Reference: Labor Code 1774*
- ❑ Overtime must be paid for all hours over 8 in a calendar day and 40 hours in a week. Violations may subject the contractor to a state penalty of $25 per day per worker. *References: Labor Code 1810-1815*
- ❑ Saturday/Sunday premium rates are applicable as indicated on prevailing wage determinations.
- ❑ When required shift differential rates must be paid for classifications which include a shift determination.
- ❑ **State Prevailing Wage Determinations**
  * **Single asterisk** indicates that this wage determination can be used for the life of the contract.
  Double asterisk indicates that this wage determination includes predetermined increases.
- ❑ Subsistence/Zone pay must be shown on the fringe benefit statement if not shown on certified payroll.

- ⇨ The contractor must make applicable travel and subsistence payments in accordance with information on file with the Department of Industrial Relations (DIR) for classifications utilized. Call the Prevailing Wage Unit at (415) 703-4774 or available at: (415) 703-4774 or available at: http://www.dir.ca.gov/dlsr/PWD/index.htm *Reference: Labor Code 1773.1*

- ❑ Contractors violating prevailing wage requirements are subject to a penalty of up to $200 per day per worker, paid in addition to any wage underpayments. Liquidated damages in the amount of the wage underpayments may also apply. *References: Labor Code 1775 and 1742.1*

Apprentices

- ❑ All requirements of the State Labor Code, Section 1777.5 apply including the following: (This is for all contracts, work or task orders executed that are over $30,000)
  - ⇨ Submit Division of Industrial Relations **form DAS-140**, *Public Works Contract Award Information*, to the applicable apprenticeship committee prior to start of work. This form must be uploaded into LCPtracker with proof of service included. The form may be downloaded at: http://www.dir.ca.gov/DAS/PublicWorksForms.htm

    Submit Division of Industrial Relations **form DAS-142**- Request for Dispatch of Apprentices (Prime and Sub-Contractors.) This form must be uploaded into LCPtracker with proof of service included. The form may be downloaded at: http://www.dir.ca.gov/DAS/PublicWorksForms.htm or under the e-Documents tab in LCPtracker.net

  - ⇨ Training fees MUST be sent to a state-approved apprenticeship program or the California Apprenticeship Council and identified on the fringe benefit statement. **CAC-2 Form and are due monthly by the 15th.**

    Training Fund Contribution Letter -are **due monthly by Prime and Sub- Contractors**. (If you are a Union Contractor submit the CAC-2 form stating funds are paid to specific trust fund and letter verifying those funds have been paid please upload both forms in LCPTracker.net)

  - ⇨ Apprentices must be paid the prevailing wage rate applicable to the classification and step in which they are registered and employed.

- ❑ Proof of registration in a state-approved apprenticeship program is required and must be submitted with the first payroll on which apprentices appear. The apprentice certificate is to be uploaded into LCPtracker prior to approval. *References: Labor Code 1777.5; Contract Provision*

- ❑ Complaints or violations regarding apprentice ratios will be referred to DAS. *Reference: CCR 16434*

Certified Payroll Records

- **Certified Payroll Reports *(CPR)*** Input into LCPTracker.net and delivered to the DIR as of April 1, 2015. ***The CPR's for the prime contractor and all sub-contractors must now be reported to the City of Sacramento and the State of California.*** **CPR's are due within ten (10) days of pay period end date**. CPR's shall contain the same information for compliance with ***LC § 1776.*** Classification and group numbers are required on all payrolls. When work classification is not shown the City will determine the wage rate based on duties performed. Due minimum of bi-weekly with a Statement of Compliance for each pay period. (Located on LCPTracker.net under edocs) Reminder: wage increase for Master Agreements usually occurs on 06/15 and 06/29 or 06/30.

- **Negative Payroll Report Due within ten (10) days of pay period end date** if there is five (5) or more consecutive non-work days within any single pay period.

- **Fringe Benefit Statement: Form 420 (Located on LCPTracker.net under edocs)** Paid in cash or contributions to plans/programs are **due with first certified payroll report and anytime the fringe benefits change. Please breakdown all fringes paid to employee and to what program they are being paid to.** Documentation that the amount stated on the fringe benefit statement is being paid on the employees behalf may be requested for validation. If fringes are paid in cash please list a breakdown of those cash amounts.

- **Other Deductions** –Need to be detailed on the CPR and must be expressly authorized in writing by the employee or collective bargaining agreement. A form signed by the employee is uploaded into LCPtracker.net. If the employer does not have a form there is one available in the eDocuments tab on LCPtracker.net

Listing of Subcontractors

Contractors and subcontractors are required to list all suppliers and subcontractors hired to perform work on a public works project (in accordance to contract standard specification).

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) **unless registered** with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

- ❑ The Subletting and Subcontracting Fair Practices Act requires prime contractors to list, at bid time, all subcontractors who will perform work in excess of one-half of one percent of the total bid amount or $10,000, whichever is greater. For building projects, subcontractors who will perform work in excess of one-half of one percent must be listed. The prime must use those subs as listed at bid time unless a **written substitution is requested and approved in writing** by the Contracts Specialist and Project Manager **before** substitution. *References: Public Contract Code 4100-4114; Standard Specifications 5, Control of Work*
- ❑ *Subcontracting Request*, Prime Contractor update the Form 300 (List of Subcontractors & Suppliers) before they begin work at the jobsite and anytime there is an approved substitution. The prime must perform 30 percent of the work with their own forces.
- ❑ The **prime contractor** is responsible for work performed and that **all compliance** is met by subcontractors and owner- operators. The Contractor **shall perform with its own organization** and with the assistance of workers under its immediate superintendence, work of a value not less than **twenty percent (20%)** of the value of all work in the contract.
- ❑ Failure to comply with the requirements of the Subletting and Subcontracting Fair Practices Act may result in a penalty of 0-10 percent of the subcontract involved and a referral to the Contractors State License Board. *Reference: Public Contract Code 4110-4111*

List of Subcontractors & Suppliers: Form 300 (Located on LCPTracker.net under edocs) Per Government Section 4100 et seq; prohibition against unfair competition Business & Professions Code Section 17200-17208, you must list suppliers and the amount of their product (s). Form is due within ten (10) days of pre-construction meeting.

Pay Requests

The Labor Compliance Officer shall notify the contractor and the Project Manager of noncompliance and labor issues prior to pay requests approval. Advance notice of submission to the Compliance Officer is appreciated. You must submit a *current schedule of values* ***with each pay request and*** *you must have all labor compliance requirements met* ***before*** *submitting a pay request. Failure to meet the labor compliance requirements will result in your pay request being* ***denied and returned to you for full***

***compliance**. Pay request must be submitted to the inspector for his/her review first. The inspector will then forward the request to the Project Manager and the Labor Compliance Officer for their review. Pursuant to Labor Code Section 1776, the City of Sacramento **will impose penalties of $100 per day per worker for each day the documentation that is requested is considered late (beyond the 10 days from when notice is given)**, even if the information you eventually submit is found to be correct. This information is to be uploaded into LCPtracker.net. If you have been asked to make any corrections to the documents submitted, we ask that you make the requested corrections and re-upload the corrected document into LCPtracker as soon as possible. As progress payments may be delayed while these items are outstanding, it would be in your best interest to see that these documents are provided as soon as possible.*

Completion of Project

- **Contractor Notification of Completion:** ***Form 264*** must be submitted into LCP Tracker, due upon completion of all punch list items established during final job walk.

All of these forms discussed in this document are located on LCPTracker.net under the eDocuments tab.

In accordance with city policy and contract documents, the undersigned contractor herein certifies that it will comply with the foregoing prevailing wage requirements; and fully understands that failure to comply with these requirements will subject it to the penalties cited herein.

_____	_____	_____
Contractor Signature	**Title**	**Date**

City of
SACRAMENTO

Start-Up Documents Due Prior to Start of Construction:

1. **Certification Statement of Contractor:**
   a) If there is any contractor working as an "Independent Contractor", "Owner-Operator", "Sole Proprietor" or "Leased Worker" the certification form must be filled out.
   b) The original is to be submitted prior to, or concurrent with, the first payroll in which the Independent Contractor, Owner-Operator, Sole Proprietor or Leased Worker commences work.

2. **Authorization Letter for Signing Certified Payroll**
   a) To be signed by **company officer** or **owner** and uploaded into LCPtracker prior to the first Certified Payroll Report.
   b) This document lets the Labor Compliance Department know whom is authorized to sign certify payroll reports and other documents on behalf of the Contractor.

3. **FORM 300 List of all Subcontractors and Suppliers:**
   a) To be filled out and uploaded within 10 days of the preconstruction meeting and prior to the first Certified Payroll Report.
   b) This document lets the Labor Compliance Department know who will be working on this project. This is checked against initial form that was submitted with bid documents. If there are any changes during the life of the construction projected this form is to be updated and the Labor Compliance Officer is to be made aware of changes.
   c) This form is to be filled out by all Subcontractors and their lower level subs and uploaded into LCPtracker.

4. **Checklist of Labor Law Requirements:**
   a) To be filled out and signed by the contractor and all sub tier contractors **prior** to start of their work on the construction project. Please check all boxes that apply.

5. **Fringe Benefit Statement:**
   a) Asterisk or note any form of benefits that are included in the payroll reports should be listed out as an "hourly" rate of pay for each trade used.
   b) If fringe payments are made directly to the employee in lieu of fringes please note "paid in cash" under the applicable fringe payment and breakdown the hourly rate that is paid to the employee in cash.
   c) Must be re-submitted when wage rates are updated, with effective dates and/or any changes in fringes are made.

6 **DAS-140- Public Works Contract Award Information Form:**

a) Contract award information must be sent to your Apprenticeship Committee if you are approved to train apprentices. If you are NOT approved to train apprentices you must send the information to ALL applicable Apprenticeship Committees in your craft or trade in the area of the Public Works Project.

b) After you have completed the DAS-140 Form mail the original(s) to the appropriate Joint Apprentice Training Committee(s) within (10) days of the date of the execution of the prime contractors subcontract, but in no even later than the first day in which the contractor has workers employed upon the public work (CA Labor Code 1777.5 (e)).

c) Upload a copy of the form or all forms submitted with proof of deliver to the LCPtracker.net program under the e-Documents Tab. The form of proof can be certified mail or fax confirmation.

d) All Applicable Joint Apprentice Training Committee (s) may be found at: http://www.dir.ca.gov/Databases/das/pwaddrstart.asp/

e) Templates available for download can be found at: http://www.dir.ca.gov/DAS/PublicWorksForms.htm or on LCPtracker.net under the e-Documents tab.

7 **DAS-7- Agreement to Train Apprentices Form:**

a) **IF Applicable: (Checked box 1 on the DAS 140)**

i. Submit your DAS-7 or equivalent certification and upload into LCPtracker.net under the e-Documents tabs and inform the labor compliance person monitoring your project. This form can be submitted with your DAS-140 form.

8 **DAS-142 Request for Dispatch of an Apprentice Form:**

a) Send to the Joint Apprentice Training Committees (JATC) in your craft or trade in the geographic area of the Public Works Project to request the dispatch of an apprentice before starting work at the site and as needed throughout the project.

b) Employment of Apprentices on Public Works project- (a) Contractor(s) shall employ registered apprentice(s), as defined by Chapter 4 (commencing with Section 3070) of Division 3, during the performance of a Public Work Project in accordance with the required (1) hour of work performed by an apprentice for every (5) hours of labor performed by a journeyman, unless covered by one of the exemptions enumerated in the Labor Code Section 1777.5 or this subchapter.

c) Provide a copy of your apprenticeship program's standards if they operate under a different ration then the California Labor Codes & Regulations.

d) Template available for download can be found at: http://www.dir.ca.gov/DAS/PublicWorksForms.htm

REQUIRED FORMS PRIOR TO CONSTRUCTION

City of SACRAMENTO

Classification Worksheet

A separate form must be filled out for each contractor/subcontractor performing on the project.

Project Name	
Project Number	
Contractor Name	
Contact Name	
Contact Phone	
Contact Email	
CSLB/Certificate #	

Classification(s) being Utilized (check all that apply)

- ☐ Asbestos
- ☐ Electricians
- ☐ Pile Drivers
- ☐ Boilermaker
- ☐ Elevator Mechanic
- ☐ Pipe Trades
- ☐ Bricklayers
- ☐ Glaziers
- ☐ Plasterer
- ☐ Carpenter
- ☐ Iron Workers
- ☐ Roofers
- ☐ Tile Workers
- ☐ Carpet/Linoleum
- ☐ Laborers
- ☐ Sheet Metal
- ☐ Cement Mason
- ☐ Millwrights
- ☐ Sound/Communication
- ☐ Drywall Finisher
- ☐ Operating Engineer
- ☐ Surveyor
- ☐ Drywall/Lather
- ☐ Painters
- ☐ Teamster
- ☐ Other (specify) _____

PLACE ON COMPANY LETTERHEAD

Date: April 25, 2014

INSERT PROJECT OWNER Address

INSERT PRIME SUBCONTRACTOR Address

To whom it may concern:

I, the undersigned, hereby authorize ..... to sign on our behalf in all manners relating to certified payroll, including signing of all certified payroll related documents. Any and all acts carried out by ..... on our behalf shall have the same effect as acts of our own.

This affirm that the signatories identified above have the authority under penalty of perjury to affirm that required forms and certified payroll records are originals or are full, true and correct copies of the original and correctly depict the Trades, Crafts and Classifications of work performed; hours and days worked; and the amounts by category listed, disbursed by way of cash, check, or in whatever form or manner to each person by job classification and/or skill pursuant to public works contract.

This authorization is valid until further written notice from (COMPANY NAME).

Sincerely,

(Company counsel or company officer's signature)

(Name Address and Title)

City of Sacramento

PW-300 Form

Instructions: The Prime Contractor and all Subcontractors are required to submit the PW-300 via LCPTracker.net. If there are no subs or suppliers, state on the PW-300 and upload. If you are a Subcontractor with no additional lower tier subs place the Prime Contractors information in the Prime Contractor box and list yourself as the Subcontractor. Fill out the information that is known. If you are a Subcontractor with lower tier subs please put your company name under the Prime Contractor field and all subs under the Subcontractors List field. Please refer to Public Contract Code 4107 regarding changes to subcontractor listing. If there are any changes made to this list during the duration of the project which might include an additional subcontractor/supplier or eliminating a subcontractor/supplier then a revision to the PW-300 Form is required. DIR REGISTRATION # MANDATORY

PRIME CONTRACTOR			
Date		Project #	
Name		Project Name	
Address:		Contract #	
City, State, Zip		Total Contract Amount	
Contact Name/Phone #		Estimated Start Date	
Email		Estimated Completion Date	
DIR Registration #		Federal Tax ID #	
Contractor Lic. #		State Tax ID #	

SUBCONTRACTORS LIST			
SUBCONTRACTOR			
Name		Contact Name/Phone #	
Address:		Email	
City, State, Zip		Description of services	
Contractor Lic. #		Estimated Start Date:	
DIR Registration #		Estimated Completion Date	
Contract $ Value		LBE/EBE/DBE	
SUBCONTRACTOR			
Name		Contact Name/Phone #	
Address:		Email	
City, State, Zip		Description of services	
Contractor Lic. #		Estimated Start Date:	
DIR Registration #		Estimated Completion Date	
Contract $ Value		LBE/EBE/DBE	
SUBCONTRACTOR			
Name		Contact Name/Phone #	
Address:		Email	
City, State, Zip		Description of services	
Contractor Lic. #		Estimated Start Date:	
DIR Registration #		Estimated Completion Date	
Contract $ Value		LBE/EBE/DBE	

Add additional pages if necessary.

City of Sacramento

PW-300 Form

SUBCONTRACTORS LIST			
SUBCONTRACTOR			
Name		Contact Name/Phone #	
Address:		Email	
City, State, Zip		Description of services	
Contractor Lic. #		Estimated Start Date:	
DIR Registration #		Estimated Completion Date	
Contract $ Value		LBE/EBE/DBE	
SUBCONTRACTOR			
Name		Contact Name/Phone #	
Address:		Email	
City, State, Zip		Description of services	
Contractor Lic. #		Estimated Start Date:	
DIR Registration #		Estimated Completion Date	
Contract $ Value		LBE/EBE/DBE	
SUBCONTRACTOR			
Name		Contact Name/Phone #	
Address:		Email	
City, State, Zip		Description of services	
Contractor Lic. #		Estimated Start Date:	
DIR Registration #		Estimated Completion Date	
Contract $ Value		LBE/EBE/DBE	
SUBCONTRACTOR			
Name		Contact Name/Phone #	
Address:		Email	
City, State, Zip		Description of services	
Contractor Lic. #		Estimated Start Date:	
DIR Registration #		Estimated Completion Date	
Contract $ Value		LBE/EBE/DBE	
SUBCONTRACTOR			
Name		Contact Name/Phone #	
Address:		Email	
City, State, Zip		Description of services	
Contractor Lic. #		Estimated Start Date:	
DIR Registration #		Estimated Completion Date	
Contract $ Value		LBE/EBE/DBE	
SUBCONTRACTOR			
Name		Contact Name/Phone #	
Address:		Email	
City, State, Zip		Description of services	
Contractor Lic. #		Estimated Start Date:	
DIR Registration #		Estimated Completion Date	
Contract $ Value		LBE/EBE/DBE	

City of Sacramento

PW-300 Form

Add additional pages if necessary.

SUPPLIERS LIST			
Name		Contact	
Address:		Phone	
City, State, Zip		Email	
Description of materials		$ Amount	
SUPPLIER			
Name		Contact	
Address:		Phone	
City, State, Zip		Email	
Description of materials		$ Amount	
SUPPLIER			
Name		Contact	
Address:		Phone	
City, State, Zip		Email	
Description of materials		$ Amount	
SUPPLIER			
Name		Contact	
Address:		Phone	
City, State, Zip		Email	
Description of materials		$ Amount	
SUPPLIER			
Name		Contact	
Address:		Phone	
City, State, Zip		Email	
Description of materials		$ Amount	
SUPPLIER			
Name		Contact	
Address:		Phone	
City, State, Zip		Email	
Description of materials		$ Amount	

Add additional pages if necessary.

I have completed the documentation accurately and to the best of my knowledge.

Signature: _____

Date: _____

Checklist of Labor Law Requirements

(CCR Title 8, Section 16421)

Ultimately the prime contractor is liable for their sub and specialty contractors. This checklist is a useful tool for the prime contractor to ensure that their sub and specialty contractors know their responsibilities on public works projects. Contractors who understand and comply with the law are more likely to deliver the job on time, on budget and done right the first time. We suggest the Prime contractor encourage completion of this checklist by their sub and specialty contractors.

NAME (print)_____ Date _____

Company_____ Phone _____

Address_____ Fax _____

City_____ State_____ Zip Code _____

Project Manager_____ Superintendent/Foreman _____

Certified Payroll_____ Phone/Ext. _____

Contractor License NO._____ Exp. Date_____ Specialty License NO. _____

Self-insured Certificate NO._____ Workers Comp policy NO. _____

Project NAME_____ Project #/Bid Package# _____

Awarding Body_____ Advertisement Date _____

If Subcontracting, List your prime/general Contractor _____

Contract Award Amount_____

The Federal AND State Labor LAW requirements Applicable to the Contract Are Composed OF, But Not Limited to, the Following:

☐ **Payment of Prevailing Wage Rates**

The contractor to whom the contract is awarded and its subcontractors hired for the public works project are required to pay not less than the specified general prevailing wage rates to all workers employed in the execution of the contract. *Labor Code Section 1770 et seq.*

The contractor is responsible for ascertaining and complying with all current general prevailing wage rates for crafts and any rate changes that occur during the life of the contract. Information on all prevailing wage rates and all rate changes are to be posted at the job site for all workers to view. Additionally, current wage rate information can be found at the DLSR web site, *www.dir.ca.gov/dlsr/statistics_research.html.*

☐ **Apprentices**

It is the duty of the contractor and subcontractors to employ registered apprentices on the public works project and to comply with all aspects of *Labor Code Section 1777.5*, relating to Apprentices on public Works. (1) Notify approved apprenticeship programs of contract award; (2) employ apprentices; (3) pay training fund contributions.

☐ **Penalties**

There are penalties required for contractor's/subcontractor's failure to pay prevailing wages and for failure to employ apprentices, including forfeitures and debarment under *Labor Code Sections 1775; 1776; 1777.1; 1777.7and1813.*

☐ **Certified Payroll Reports**

under *Labor Code Section 1776*, contractors and subcontractors are required to keep accurate payroll records showing the name, address, social security number and work classification of each employee and owner performing work; also the straight time and overtime hours worked each day for each week, the fringe benefits, and, the actual per diem wage paid to each owner, journey person, apprentice worker or other employee hired in connection with the public works project.

This requirement includes and applies to all subcontractors performing work on Awarding Body projects even if their portion of the work is less than one half of one percent (0.05%) of the total amount of the contract.

The certified payroll records shall contain the same data fields listed on the *Public Works Payroll Reporting Form (A-1-131)* and contain or is accompanied by a declaration made under penalty of perjury. *(California Code of Regulations, Section 16401).*

Prime Contractors are responsible for submittal of their payrolls and those of their respective subcontractors as one package. Any payroll not submitted in the proper form will be rejected. In the event that there has been no work performed during a

Checklist of Labor Law Requirements, continued

Given week, the certified payroll report shall be annotated: "No work" for that week or a Non-performance Statement must be submitted.

Employee payroll records shall be certified and shall be made available for inspection at all reasonable hours at the principal office of the contractor/subcontractor, or shall be furnished to any employee, or his/her authorized representative on request, pursuant to *Labor Code Section 1776*.

Under *Labor Code Section 1776(g)* there are penalties required for contractor's/subcontractor's failure to maintain and submit copies of certified payroll records on request.

☐ **Nondiscrimination in Employment**

There exist prohibitions against employment discrimination under *Labor Code Sections 1735 and 1777.6*, The *Government Code*, the *Public Contracts Code*, and *Title VII of the Civil Rights Act of 1964*.

☐ **Kickbacks Prohibited**

Contractors and subcontractors are prohibited from recapturing wages illegally by accepting or extracting "kickbacks" from employee wages under *Labor Code Section 1778*.

☐ **Acceptance of Fees Prohibited**

There exists a prohibition against contractor/subcontractor acceptance of fees for registering any person for public work under *Labor Code Section 1779*; or for filling work orders on public works contracts pursuant to *Labor Code Section 1780*.

☐ **Listing of Subcontractors**

All prime contractors are required to list properly all subcontractors hired to perform work on the public works projects covering more than one-half of one percent, pursuant to *Government Code Section 4104*.

☐ **Proper Licensing**

Contractors are required to be licensed properly and to require that all subcontractors be properly licensed. Penalties are required for employing workers while unlicensed under *Labor Code Section 1021* and under the California Contractor License Law found at *Business and Professions Code Section 7000 et seq.*

☐ **Unfair Competition Prohibited**

Contractors and sub-contractors are prohibited from engaging in unfair competition as specified under *Business and Professions Code Sections 17200 to 17208*.

☐ **Workers Compensation Insurance**

Labor Code Section 1861 requires that contractors and subcontractors be insured properly for Workers Compensation.

☐ **OSHA**

Contractors and subcontractors are required to abide by the Occupational, Safety and Health laws and regulations that apply to the particular construction project.

☐ **Proof of Eligibility/Citizenship**

The federal prohibition against hiring undocumented workers, and the requirement to secure proof of eligibility/citizenship from all workers, is required.

☐ **Itemized Wage Statement**

Labor Code Section 226 requires that employees be provided with itemized wage statements.

Certification

I acknowledge that I have been informed and am aware of the foregoing requirements and that I am authorized to make this certification on behalf of _____
(Company Name)

I fully understand that failure to comply with any of the above requirements may subject me, or my company, to penalties as provided above.

Contractor _____ (Signature) _____ (Date)

Awarding Agency /Labor Compliance program _____ (Signature) _____ (Date)

City of SACRAMENTO

Statement of Employer Payments
"Fringe Benefit Statement"

In order that the proper Fringe Benefit rates can be verified when checking payrolls on the below contract, the hourly rates for fringe benefits, payment made for employees on the various classes of work are tabulated below. If you use other plans not listed above, you may use the next page to provide this additional information. **If** the contributions are paid to the employee in cash please list the hourly amount in the corresponding category. Training Fund Contributions can never be paid to the employee directly.

Date _____ In Reply, Refer to Case No.: ____
Prime: _____
Subcontractor: _____
PROJECT NAME: _____
PROJECT CONTRACT NO.: _____ County/location: _____

HEALTH AND WELFARE

NAME OF PLAN _____ Address, City, State, Zip _____

ADMINISTRATOR _____ Address, City, State, Zip _____

CLASSIFICAITON(S) USED/EFFECTIVE DATE			CONTRIBUTION PER CLASSIFICATION/PER HOUR	
CONTRIBUTIONS	WEEKLY ❑	MONTHLY ❑	QUARTERLY ❑	ANNUALLY ❑

PENSION

NAME OF PLAN _____ Address, City, State, Zip _____

ADMINISTRATOR _____ Address, City, State, Zip _____

CLASSIFICAITON(S) USED/EFFECTIVE DATE	CONTRIBUTION PER CLASSIFICATION/PER HOUR
CONTRIBUTIONS: WEEKLY ❑ MONTHLY ❑ QUARTERLY ❑ ANNUALLY ❑	

VACATION/HOLIDAY

NAME OF PLAN _____ Address, City, State, Zip _____

ADMINISTRATOR _____ Address, City, State, Zip _____

CLASSIFICAITON(S) USED/EFFECTIVE DATE	CONTRIBUTION PER CLASSIFICATION/PER HOUR
CONTRIBUTIONS: WEEKLY ❑ MONTHLY ❑ QUARTERLY ❑ ANNUALLY ❑	

TRAINING

NAME OF PLAN _____ Address, City, State, Zip _____
ADMINISTRATOR _____ Address, City, State, Zip _____

CLASSIFICAITON(S) USED/EFFECTIVE DATE	CONTRIBUTION PER CLASSIFICATION/PER HOUR
CONTRIBUTIONS: WEEKLY ❑ MONTHLY ❑ QUARTERLY ❑ ANNUALLY ❑	

OTHER

NAME OF PLAN _____ Address, City, State, Zip _____

ADMINISTRATOR _____ Address, City, State, Zip _____

CLASSIFICAITON(S) USED/EFFECTIVE DATE	CONTRIBUTIONPERCLASSIFICATION/PERHOUR
CONTRIBUTIONS: WEEKLY ❑ MONTHLY ❑ QUARTERLY ❑ ANNUALLY ❑	

OTHER

NAME OF PLAN _____ Address, City, State, Zip _____

ADMINISTRATOR _____ Address, City, State, Zip _____

CLASSIFICAITON(S) USED/EFFECTIVE DATE	CONTRIBUTIONPERCLASSIFICATION/PERHOUR
CONTRIBUTIONS: WEEKLY ❑ MONTHLY ❑ QUARTERLY ❑ ANNUALLY ❑	

OTHER

NAME OF PLAN _____ Address, City, State, Zip _____

ADMINISTRATOR _____ Address, City, State, Zip _____

CLASSIFICAITON(S) USED/EFFECTIVE DATE	CONTRIBUTIONPERCLASSIFICATION/PERHOUR
CONTRIBUTIONS: WEEKLY ❑ MONTHLY ❑ QUARTERLY ❑ ANNUALLY ❑	

OTHER

NAME OF PLAN _____ Address, City, State, Zip _____

ADMINISTRATOR Address, City, State, Zip _____

CLASSIFICAITON(S) USED/EFFECTIVE DATE	CONTRIBUTIONPERCLASSIFICATION/PERHOUR
CONTRIBUTIONS: WEEKLY ❑ MONTHLY ❑ QUARTERLY ❑ ANNUALLY ❑	

OTHER

NAME OF PLAN _____ Address, City, State, Zip _____

ADMINISTRATOR _____ Address, City, State, Zip _____

CLASSIFICAITON(S) USED/EFFECTIVE DATE	CONTRIBUTIONPERCLASSIFICATION/PERHOUR
CONTRIBUTIONS: WEEKLY ❑ MONTHLY ❑ QUARTERLY ❑ ANNUALLY ❑	

How to Fill out the DAS 140 Correctly:

Process:

If the **total dollar value of a project** exceeds $30,000, apprentice must be requested. The DAS-140 form is to be forwarded directly to an apprenticeship committee of the contractor's choice, and a copy with verification of proof of submission uploaded into SDCRAA Labor Compliance Departments electronic system; LCP Tracker.

Submit the contract award information in writing to **each** of the apprenticeship program sponsors ***in the locality*** of your public works project within **10 days** of the prime execution of the contract or subcontract, **but in no event later than the first day in which the contractor has workers employed on the project.**
The DAS140 is simply a "notification of award" and is not automatically a request for dispatch of a registered apprentice.

State regulations state a contractor on a public works project must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman. ***Please follow up with the selected apprenticeship committee to confirm 'Apprentice' to 'Journeyman' ratio, as ratios do vary from trade to trade.***

All contractors must request 'dispatch of an apprentice' from an apprenticeship program (for each apprentice- able craft or trade) by giving the program notice of a minimum of 72 hours (business days only) before the date on which apprentices are required. Contractors who are not already participating in an approved program and who did not receive a sufficient number of apprentices from their initial request, must dispatch apprentices from all other apprenticeship committees within the locality, if more than one exists in the area of the public works project.

What are the differences between box 1, 2, and 3 at the bottom of the DAS 140?

- Box 1 is for contractors who are already approved to train by an apprenticeship program (signatory/member).
- Box 2 indicates that a contractor is willing to comply with a program's Standards for the current project only. This generally means that the fringe benefits and the training funds will be paid to that Committee's Trust Fund. It also allows a contractor to take advantage of a more generous maximum ratio than the CAC Standards, but does not affect the minimum ratio of 1 apprentice hour for every 5 journeyman hours.
- Box 3 means that a contractor will be governed by the regulations of the California Apprenticeship Council. Generally this means that the minimum and maximum ratio for apprentices is the same – 1 apprentice hour for every 5 journeyman hours per each craft, totaled at the end of the project. It also means the Training Fund Contribution is usually paid to the California Apprenticeship Council.

SELECTING BOXES:

1. Contractor has a signed "**Agreement to Train Apprentice"** with an affiliated (state certified) apprenticeship committee, the contractor has apprentices ***on staff*** and has the ability to train apprentices.
   a. **Must provide a copy of the DAS7 agreement for verification OR a letter from the JATC or UNION stating that the contractor is approved to train apprentices.**

2. Contractor is not currently affiliated with a state approved program, is selecting a committee, and requesting apprentice; will be abiding by **committee's** standards.

3. Contractor will contact a committee and request an apprentice, but is not obligating to maintain affiliation w/any-one committee; additionally contractor will not commit to selected program committee standards but will follow **state standards** (most commonly used for out-of-state contractors).

   a. Per the DAS, this is not the preferred selection; however the State **is not requiring** a contractor to join a program, just ensuring that apprentices are utilized on Public Work Projects.

PUBLIC WORKS CONTRACT AWARD INFORMATION

Contract award information must be sent to your Apprenticeship Committee if you are approved to train. If you are not approved to train, you must send the information (which may be this form) to ALL applicable Apprenticeship Committees in your craft or trade in the area of the site of the public work. Go to: http://www.dir.ca.gov/das/PublicWorksForms.htm for information about programs in your area and trade. You may also consult your local Division of Apprenticeship Standards (DAS) office whose telephone number may be found in your local directory under California, State of, Industrial Relations, Division of Apprenticeship Standards.

Do not send this form to the Division of Apprenticeship Standards.

NAME OF YOUR COMPANY	CONTRACTOR'S STATE LICENSE NO
MAILING ADDRESS- NUMBER & STREET, CITY, ZIP CODE	AREA CODE & TELEPHONE NO.
NAME & ADDRESS OF PUBLIC WORKS PROJECT	DATE YOUR CONTRACT EXECUTED
	DATE OF EXPECTED OR ACTUAL START OF PROJECT
NAME & ADDRESS OF PUBLIC AGENCY AWARDING CONTRACT	ESTIMATED NUMBER OF JOURNEYMEN HOURS
	OCCUPATION OF APPRENTICE
THIS FORM IS BEING SENT TO: (NAME & ADDRESS OF APPRENTICESHIP PROGRAM(S))	ESTIMATED NUMBER OF APPRENTICE HOURS
	APPROXIMATE DATES TO BE EMPLOYED

This is not a request for dispatch of apprentices.

Contractors must make a separate request for actual dispatch, in accordance with Section 230.1(a) California Code of Regulations

Check One Of The Boxes Below

1. ☐ We are already approved to train apprentices by the _____ Apprenticeship Committee. We will employ and train under their Standards. Enter name of the Committee

2. ☐ We will comply with the standards of _____ Apprenticeship Committee for the duration of this job only. Enter name of the Committee

3. ☐ We will employ and train apprentices in accordance with the California Apprenticeship Council regulations, including § 230.1 (c) which requires that apprentices employed on public projects can only be assigned to perform work of the craft or trade to which the apprentice is registered and that the apprentices must at all times work with or under the direct supervision of journeyman/men.

Signature _____ *Date* _____

Typed Name _____

Title _____

State of California - Department of Industrial Relations DIVISION OF APPRENTICESHIP STANDARDS

DAS 140 (REV. 1/04)

AGREEMENT TO TRAIN APPRENTICE

District No. .....

DAS File No. .....

NAME OF EMPLOYER				
MAILING ADDRESS (STREET AND NUMBER)	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
ADDRESS OF TRAINING LOCATION (IF DIFFERENT)				
OCCUPATION(S)				O*Net Code
NAME OF APPRENTICESHIP COMMITTEE AND STANDARDS				
AREA COVERED BY APPRENTICESHIP STANDARDS or NAME AND ADDRESS OF PROJECT				

THE OFFICIAL, whose signature follows, agrees on behalf of the above named employer to train apprentices in the designated occupation in accordance with the apprenticeship standards and apprentice agreement and to comply with the provisions thereof.

[SIGNED] By .....

Printed name .....

Title ..... **Date**

THE APPRENTICESHIP COMMITTEE accepts and approves the employer as qualified to train apprentices under its standards in the designated occupation.

[SIGNED] By .....

Printed name .....

Title ..... **Date** .....

Accepted:
DIVISION OF APPRENTICESHIP STANDARDS

Effective until:

☐ **Revoked**

☐ **End of Project** (Enter project name and address in Area Covered above)

☐ **Date** .....
Date

☐ **Other** .....
Specify

EFFECTIVE DATE

[SIGNED] By ..... **Date** .....
Apprenticeship Consultant

REMARKS:

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF APPRENTICESHIP STANDARDS

DAS 7 (REV 11/09)

AGREEMENT TO TRAIN APPRENTICES

District No. _____

DAS File No. _____

NAME OF EMPLOYER				
MAILING ADDRESS (STREET AND NUMBER)	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
ADDRESS OF TRAINING LOCATION (IF DIFFERENT)				
OCCUPATION(S)				O*Net Code
NAME OF APPRENTICESHIP COMMITTEE AND STANDARDS				
AREA COVERED BY APPRENTICESHIP STANDARDS or NAME AND ADDRESS OF PROJECT				

THE OFFICIAL, whose signature follows, agrees on behalf of the above named employer to train apprentices in the designated occupation in accordance with the apprenticeship standards and apprentice agreement and to comply with the provisions thereof.

[SIGNED] By _____

Printed name _____

Title _____ Date _____

THE APPRENTICESHIP COMMITTEE accepts and approves the employer as qualified to train apprentices under its standards in the designated occupation.

[SIGNED] By _____

Printed name _____

Title _____ Date _____

Effective until:

☐ Revoked

☐ End of Project (Enter project name and address in Area Covered above)

☐ Date _____ Date

☐ Other _____ Specify

Accepted:
DIVISION OF APPRENTICESHIP STANDARDS

EFFECTIVE DATE

[SIGNED] By _____ Date _____
Apprenticeship Consultant

REMARKS:

MUST be signed by both Committee and DAS prior to submission

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF APPRENTICESHIP STANDARDS

DAS 7 (REV 11/09)

D. O.	FILE NUMBER

A	B	C	D	E	Official Use
Gender	Ethnic	Dependents	Education	Yrs Employ	STATUS

State of California -- Department of Industrial Relations --DIVISION OF APPRENTICESHIP STANDARDS

APPRENTICE AGREEMENT

APPRENTICE LAST NAME, FIRST NAME MIDDLE		SOCIAL SECURITY NUMBER
APPRENTICE ADDRESS (NUMBER AND STREET / CITY, STATE & ZIP)	BIRTHDATE (mm/dd/yyyy)	F - VETERAN Yes: ☐ No: ☐
	COUNTY OF RESIDENCE	
OCCUPATION		O*Net code
TERM OF APPRENTICESHIP Hours Within Years	STRAIGHT TIME Hours per day: 8 Hours per week: 40	

This agreement is between the above named apprentice employed by the below named employer, and

_____
PROGRAM SPONSOR

AGREEMENT: The undersigned parties mutually agree that they will use their best endeavors to secure employment and training for the apprentice. The apprentice agrees to perform satisfactorily all work and learning assignments. The provisions of the Apprenticeship Standards for the above occupation adopted by the program sponsor and approved by the Chief of the Division of Apprenticeship Standards are hereby made a part of this agreement. An official copy of the standards is on file in the headquarters of the Division of Apprenticeship Standards. This apprentice agreement will continue in effect until the training is completed or otherwise terminated in accordance with the standards.

The apprentice commences participation under these standards on the date of execution of this agreement by the Apprentice. The signatory apprentice is credited with having_____months toward completion of the term of apprenticeship. The apprentice is expected to complete training on or about_____, 20____, upon satisfactory completion of the total remaining hours of on-the-job training and hours and/or units of related and supplemental instruction.

APPRENTICE: I, the undersigned apprentice, understand and agree that there is a valid and reasonable necessity that those academic records accumulated throughout related and supplemental instruction during my period of apprenticeship be made available to the apprenticeship committee. Further, I agree to release to the apprenticeship committee any other academic records which I feel may enhance my status as an apprentice.

I, the undersigned apprentice, hereby request that the Administrator of Apprenticeship terminate any other apprenticeship agreements in which I am currently registered.

Executed this_____day of_____, 20_____by _____
DAY MONTH YEAR SIGNATURE OF APPRENTICE

AGREED TO BY THE EMPLOYER

_____
SIGNATURE OF PARENT OR GUARDIAN (IF APPRENTICE IS 16 OR 17)

AGREED TO AND APPROVED BY, FOR THE COMMITTEE

_____ _____
SIGNATURE OF EMPLOYER OR ITS REPRESENTATIVE TITLE

NAME OF EMPLOYER
ADDRESS

_____ _____
SIGNATURE -- SECRETARY / CHAIR / COORDINATOR DATE

ACCEPTED BY DAS

_____ _____
SIGNATURE – APPRENTICESHIP CONSULTANT DATE

for unilateral programs only]
This agreement is approved by _____ for the Administrator of Apprenticeship

DAS 1 (REV. 4/12)

TO THE APPRENTICE: California Civil Code Sec. 1798.17 requires State agencies which collect personal information to indicate the authority under which the data are requested. If personal information not specifically authorized by law is requested, individuals must be informed that supplying the information is voluntary. It also provides that state agencies may change or modify records at the request of the individual.

Questions C and E below are voluntary. All others are authorized by law, as indicated by the reference in each section. If the authorized questions are not answered, the apprentice agreement cannot be accepted.

The Division hopes, through collection of this data, to improve the apprenticeship program both for those presently enrolled and for future apprentices. Thank you.

CALIFORNIA APPRENTICE QUESTIONNAIRE

(USE INK OR BALLPOINT PEN)

A. Gender

☐ Male ☐ Female

(Cal. Code of Regulations, Title 8, Ch. 2, Sec. 215

B. Ethnic or Race Derivation **(Check only one)**

1 ☐ WHITE (Not of Hispanic Origin) -- A person having origins in any of the original peoples of Europe, North Africa or the Middle East.

2 ☐ BLACK (Not of Hispanic Origin) -- A person having origins in any of the Black racial groups of Africa.

ASIAN OR PACIFIC ISLANDER -- A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands. The area includes, for example, China, Japan, Korea and Samoa.

A	☐	Asian	Asian Indian
B	☐	Asian	Bangladeshi
C	☐	Asian	Chinese
D	☐	Asian	Cambodian
6	☐	Asian	Filipino
E	☐	Asian	Hmong
I	☐	Asian	Indonesian
J	☐	Asian	Japanese
K	☐	Asian	Korean
L	☐	Asian	Laotian
M	☐	Asian	Malaysian
P	☐	Asian	Pakistani
R	☐	Asian	Sri Lankan
T	☐	Asian	Taiwanese
U	☐	Asian	Thai
V	☐	Asian	Vietnamese
F	☐	Native Hawaiian	Fijian
G	☐	Native Hawaiian	Guamanian
H	☐	Native Hawaiian	Hawaiian
S	☐	Native Hawaiian	Samoan
W	☐	Native Hawaiian	Tongan

4 ☐ AMERICAN INDIAN OR ALASKAN NATIVE -- A person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

7 ☐ HISPANIC -- A person of Mexican, Puerto Rican, Cuban, South Central American or other Spanish culture or origin, regardless of race.

(Cal. Labor Code, Ch. 4, div. 3, Sec. 151)

C. Number of Dependents (Do not count yourself)

0 ☐ None
1 ☐ One
2 ☐ Two
3 ☐ Three
4 ☐ Four
5 ☐ Five
6 ☐ Six of More

(Voluntary)

D. Highest Year of Education Completed

1 ☐ 8th Grade or less
2 ☐ 9th Grade
3 ☐ 10th Grade
4 ☐ 11th Grade
5 ☐ 12th Grade (or GED Certificate)
6 ☐ 1 Year of College
7 ☐ 2 Years of College
8 ☐ 3 Years of College
9 ☐ 4 or more Years of College

(Cal. Labor Code, Ch. 4, div. 3, Sec. 3076.3)

E. Number of Years You Have Been Employed Full Time to Date (Except for Military Service)

0 ☐ None
1 ☐ Less Than 1 Year
2 ☐ 1 But Less Than 2 Years
3 ☐ 2 But Less Than 3 Years
4 ☐ 3 But Less Than 4 Years
5 ☐ 4 But Less Than 5 Years
6 ☐ 5 Years or More

(Voluntary)

F. Have You Served on Active Duty (other than reserve status) in the U. S. Armed Forces?

☐ Yes ☐ No

If yes, Please Enter:

Month and Year Entered ____

Month and Year Separated ____

Total Months served on Active Duty _____

Apprentice's Signature _____

REQUEST FOR DISPATCH OF AN APPRENTICE – DAS 142 FORM

DO NOT SEND THIS FORM TO DAS

You may use this form to request dispatch of an apprentice from the Apprenticeship Committee in the craft or trade in the area of the public work. Go to: http://www.dir.ca.gov/databases/das/pwaddrstart.asp for information about programs in your area and trade. You may also consult your local Division Apprenticeship Standards (DAS) office whose telephone number may be found in your local directory under California, State of, Industrial Relations, Division of Apprenticeship Standards. **Except for projects with less than 40 hours of journeyman work, you must request and employ apprentices in no less than 8 hour increments.**

Date:

To Applicable Apprenticeship Committee:

Name: _____

Address: _____

_____

Tel. No. _____ **Fax No.** _____

Contractor Requesting Dispatch:

Name: _____

Address: _____

_____

License No. _____

Tel. No. _____ **Fax No.** _____

Project Information:

Contract No. _____

Name of the Project: _____

Address: _____

Dispatch Request Information:

Number of Apprentice(s) Needed: _____ **Craft or Trade:** _____

Date Apprentice(s) to Report: _____ **(72 hrs. notice required)** **Time to Report:** _____

Name of Person to Report to: _____

Address to Report to: _____

_____

You may use this form to make your written request for the dispatch of an apprentice. Requests for dispatch must be in writing and submitted at least 72 hours in advance (excluding weekends and holidays) via first class mail, fax or email. ***Proof of submission may be required.*** *Please take note of California Code of Regulations, Title 8, § 230.1 (a) for all applicable requirements regarding apprenticeship requests and/or visit*
http://www.dir.ca.gov/DAS/DASApprenticesOnPublicWorksSummaryOfRequirements.htm

DAS 142 (Revised 04/14)

City of
SACRAMENTO

Documents Required During the Life of the Construction Project

1. **CAC-2- Training Fund Contribution Form:**
   a) All Contractors must submit a CAC-2 Form monthly for the prior month's hours.
   b) This form is now available to be filled out on the DIR website. The previous CAC- 2 form is to be disregarded. CAC-2 forms **must** be done electronically. The link is as follow: https://www.dir.ca.gov/das/tf/cac2.asp. You must enter all requested information in order to ensure successful submission and processing of your payment. You will need to have a working printer currently connected to your computer in order to print the complete paper form in the end of this session that you will upload in to LCPtracker.net and send with your payment when mailed. The address is as follows:

      State of California
      Department of Industrial Relations
      California Apprenticeship Council
      P.O. Box 511283
      Los Angeles, CA 90051-7838

   c) If applicable and fringes are paid directly to an approved JATC or Union Shop please state so and fill out on the Training Fund Contribution Union Contractor form that is provided and available to be downloaded on LCPtracker. Filled out forms are uploaded into LCPtracker.net under the e-Documents tab.

2. **Training Fund Contribution Letter Form:**
   a) All Contractors must submit a Training Fund Contribution Letter monthly for the prior month's hours.
   b) If applicable and fringes are paid directly to an approved Union Shop please submit the Union Status Letter stating that the Contractor is up to date with all fringe and training fund contributions for the requested month. The letter should specify the month, project name, and project number.
   c) If you can't provide a letter and the DAS has not been updated with your contribution at Contractor may provide a copy of a **cancelled** check submitted to the proper JATC or the DAS with the amount that matches that on the CAC-2. You may check the status of your contributions submitted to DAS online at: http://www.dir.ca.gov/CAC/trainingfund/Tfsearch.html. This may also be submitted in lieu of the Training Fund Contribution Letter.

3. **Certified Payroll Reports CPR's and/or Non-Performance Reports:**
   a) To be submitted by all Contractors working on the project to the City of Sacramento and the Department of Industrial Relations Electronic Certified Payroll Records site.
   b) The reports submitted to the City of Sacramento are submitted through the contracted electronic reporting program, LCPtracker.net, which can be found online at www.lcptracker.net. If you don't already have a user name and password for this website please contact your labor compliance officer with the City of Sacramento to be set up.
   c) The Electronic Certified Payroll Records for Contractors can be found at the following link: https://apps.dir.ca.gov/ecpr/DAS/AltLogin
   d) Submit CPR/NPR weekly; starting (10) calendar days after the close of your pay period. This is when you begin onsite/offsite "craft" labor. This may mean you have weeks in between work on a particular job. NPR's will need to be submitted for that timeframe.

4. **Apprenticeship Certification and/or Apprentice Agreement:**
   a) The first time an apprentice is listed on a certified payroll report an "Apprenticeship Certification" or Apprentice Agreement (DAS-1 form) must be submitted for each apprentice utilized.
   b) Please upload the Apprenticeship Certification or DAS-1 form in the e-Documents section of LCPtracker.net, add the apprentice ID and pertinent information under the employee information and notify the labor compliance officer in your department that approval is need prior to certification of payroll.

5. **MiscellaneousDocuments:**
   a) Authorization for Deductions:
      i. Voluntary deductions require an Authorization for Deductions form; garnishments require a copy of notice (redact personal information). A form has been provided on LCPtracker to address other deductions that are recorded on the Certified Payroll Reports submitted.
   b) Receipt for Payment of Back Wages:
      i. For use when wage errors require supplemental wage payment (s).

FORMS REQUIRED DURING THE LIFE OF THE CONSTRUCTION PROJECT

Electronic Certified Payroll Records - Contractors

Welcome to the new online CMU Payroll Records Application.

- First time users will need to setup their account using the "First Time User button".
- You will need your Contractor ID (CSLB# or Professional #) to create an account.

The PWC 100 is an online notification system that requires public agencies to submit detailed public works project information (Awards) to the Department of Industrial Relations (DIR). Once the Award is in the system, Contractors will need to report their Certified Payroll Records.

Contractors will be able to upload Certified Payroll Records (CPRs) and Statements of Employer Payments (PW 26) through the eCPR application using PDF format. Prime contractors will be able to add their subcontractors to an Award so that subcontractors can upload their CPRs using the eCPR application. In order to upload CPRs and other payroll documents, contractors must be associated with one or more Awards.

If you have any questions, please contact CMU at PWC100@dir.ca.gov

Sign In

Email Address:

Password:

☐ Remember me on this computer

Sign In

First Time User

Forgot Password

To create an account please select the First Time User button above.

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https://apps.dir.ca.gov/ecpr/DAS/AltLogin

CAC - Training Fund Contributions

You must enter all requested information in order to ensure successful submission and processing of your payment.
Training Fund Contributions are due on the 15th of each month.

All fields with * are required.

You must use the BUTTON on the bottom of the page to submit for an invoice coupon.

TO NAVIGATE BETWEEN FIELDS, DO NOT HIT RETURN OR ENTER KEY AFTER EACH ENTRY. USE THE TAB KEY INSTEAD.

You need to have a working printer currently connected to your computer in order to print the complete paper form in the end of this session so that you can mail it with your payment.

Training Fund Contributions Form CAC2

Date:

CLEAR FORM

Contractor/Sub Contractor making contributions	**Contractor**	**Period covered by contribution (from – to)**	**Jobsite Location (including County)**
* **Name:**	*License Number:	*Period Start:	If applicable, give name of school, hospital, building, etc.
* **Address:**	* Contract/Project Number	*Period End: (MM/DD/YYYY)	Comments:
* **City:**			
* **State:**			
* **ZIP:**			

* **Name of the submitting party:**	* **Submitter's Title:**	* **Submitter's Email:**	***Submitter's Phone:** e.g., (999) 999-9999

Instructions: You may want to use the keyboard TAB key to navigate the fields and the Up /\ | Down \/ ARROW keys to select a list item.

	* **County of Work**	* **Classification**	* **Hours** (max: 9,999.99)	* **Rate** (max: $9.99)	**Amount**
*1)	Select a county	Select an occupation		$	$ 0.00
2)	Select a county	Select an occupation		$	$ 0.00
3)	Select a county	Select an occupation		$	$ 0.00
4)	Select a county	Select an occupation		$	$ 0.00

5)	Select a county	Select an occupation		$	$0.00
6)	Select a county	Select an occupation		$	$0.00
7)	Select a county	Select an occupation		$	$0.00
8)	Select a county	Select an occupation		$	$0.00
9)	Select a county	Select an occupation		$	$0.00
10)	Select a county	Select an occupation		$	$0.00
11)	Select a county	Select an occupation		$	$0.00
12)	Select a county	Select an occupation		$	$0.00
13)	Select a county	Select an occupation		$	$0.00
14)	Select a county	Select an occupation		$	$0.00
15)	Select a county	Select an occupation		$	$0.00
16)	Select a county	Select an occupation		$	$0.00
17)	Select a county	Select an occupation		$	$0.00
18)	Select a county	Select an occupation		$	$0.00
19)	Select a county	Select an occupation		$	$0.00
20)	Select a county	Select an occupation		$	$0.00

TOTAL AMOUNT: $ 0.00

When done with some or all the entries above please carefully review and then enter the code you see below:

Copyright© 2014 State of California

The electronic submission of the CAC-2 Form is to be used in place of the previous CAC-2 Form that was submitted on LCPtracker. This form can be retrieved at: **https://www.dir.ca.gov/das/tf/cac2.asp.** You need to have a working printer currently connected to your computer in order to print the complete paper form in the end of this session so that you can mail it with your payment. Payments are to be mailed to State of California, Department of Industrial Relations, California Apprenticeship Council, and P.O. Box 511283, Los Angeles, CA 90051-7838

SACRAMENTO

Please use a separate form for each jobsite, listing the occupations for the jobsite and dollar amount paid for each classification. Once checks have been sent to the appropriate JATC please upload this form to LCPtracker under the e-Documents tab. A letter from the specific JATC or Union specifying that the required Training fund contributions and Fringe Benefits were paid will be accepted as proof of payment.

TRAINING FUND CONTRIBUTIONS

VERFICATION FORM UNION CONTRACTORS

****Training Fund Contributions are due on the 15th of each month****

PLEASE TYPE OR PRINT IN BLACK OR BLUE INK. ALL FIELDS MUST BE FILLED IN TO ENSURE COMPLETION OF LABOR COMPLIANCE REQUIREMENTS.

NAME AND ADDRESS OF CONTRACTOR/SUB CONTRACTOR MAKING CONTRIBUTION	CONTRACTOR'S LICENSE NUMBER
	CONTRACT OR PROJECT NUMBER
NAME AND ADDRESS OF PUBLIC AGENCY AWARDING CONTRACT	JOBSITE LOCATION (INCLUDE COUNTY) IF APPLICABLE - GIVE NAME OF SCHOOL, HOSPITAL, BUILDING, etc.
	PERIOD COVERED BY CONTRIBUTION (FROM - TO)

CLASSIFICATIONS OF WORKERS (CARPENTER, PLUMBER, ELECTRICIAN, ETC).	COUNTY WORK PERFORMED IN	ALL HOURS	CONTRIBUTION RATE PER HOUR	AMOUNT
			TOTAL	

IF APPRENTICES WERE EMPLOYED, PLEASE LIST THE APPRENTICESHIP PROGRAM AND NUMBER OF APPRENTICE HOURS WORKED	
TYPE OR PRINT YOUR NAME AND TITLE	DATE
EMAIL	AREA CODE & TELEPHONE NUMBER

City of SACRAMENTO

AUTHORIZATION FOR PAYROLL DEDUCTION

Project Name:
Project Number:
Employee Name:

1) Reason for Deduction:
Percentage/Amount of Deduction: **%** **OR $$** Start Date
Frequency of Deduction:
Termination Date:

2) Reason for Deduction:
Percentage/Amount of Deduction: **%** **OR $$** Start Date
Frequency of Deduction:
Termination Date:

3) Reason for Deduction:
Percentage/Amount of Deduction: **%** **OR $$** Start Date
Frequency of Deduction:
Termination Date:

4) Reason for Deduction:
Percentage/Amount of Deduction: **%** **OR $$** Start Date
Frequency of Deduction:
Termination Date:

5) Reason for Deduction:
Percentage/Amount of Deduction: **%** **OR $$** Start Date
Frequency of Deduction:
Termination Date:

6) Reason for Deduction:
Percentage/Amount of Deduction: **%** **OR $$** Start Date
Frequency of Deduction:
Termination Date:

Use additional copies of this form if necessary.

I authorize (Employer):
to process the deductions from my payroll as noted above.

Employee Signature:_____Date Signed: _____

Instructions:

1) Submit into LCPtracker
2) Keep signed originals

City of SACRAMENTO

Contractors Certificate of Completion – Form 264

To be completed by the Prime Contractor at time of completion.

Project Name & Number	
Contractor Name	

I,_____(Name),_____(Title) of _____ _____(Company Name), declare under penalty of perjury that:

I know of my personal knowledge, and do hereby certify, that the work of the contract described above has been performed, and materials used and installed in every particular, in accordance with, and in conformity to, the contract drawings and specifications.

The contract work is now complete in all parts and requirements, and ready for your final inspection.

I understand that neither the determination by the Engineer-Architect that the work is complete, nor the acceptance thereof by the City, shall operate as a bar to claim against the Contractor under the terms of the guarantee provision of the contract documents.

Executed this_____day of_____20____, at_____, California.

_____	_____	_____
Signature	**Title**	**Date**

City of
SACRAMENTO

Checklist of Documents Required for Labor Compliance on LCPtracker.net

- ✓ **PW300** - This is due within 10 days of person meeting and needs to be uploaded. If any changes are made or substitution of sub-contractors are approved a new form should be uploaded and Labor Compliance should be notified.
- ✓ **Authorization Letter for Signing Certified Payroll** - This is due prior to the submission of the first Certified Payroll Report and must be signed.
- ✓ **Checklist of Labor Law Requirements** - prime due this on or before person meeting, subs need to have this finished within 10 days of person meeting. All boxes must be checked and it must be signed.
- ✓ **Fringe Benefit Statement** - due with first CPR and must be submitted for each subcontractor as well. ALL FRINGES TO BE REPORTED WITH HOURLY AMOUNT.
- ✓ **DAS140** - due prior to commencing work on a project (one for each determination)
- ✓ **DAS142** - due 72 hours prior to the report date on a project (one for each determination)
- ✓ **CAC2** - due monthly- one for each determination (due on the 15th day of the month for work performed during the preceding month) If Union Contractor please upload for with amounts paid and where money was paid to even if it is not the CAC.
- ✓ **Training Fund Contribution Confirmation Letter** – this is due monthly for the duration of the project. Both CAC-2 and Training Fund Contribution Letters are to be uploaded to LCPtracker.net.
- ✓ **CPR's**- Certified payroll is due within 10 days of pay period end date

LCPtracker.net phone support is available at (714) 669-0052 Option 4; if they do not pick up please leave a message and they will get back to you. All calls are logged in with a date and time, but if you don't leave a message you will not get a phone call back. **E-mail support is available at** support@lcptracker.com. To assist those at support please include your User ID, a direct call back number, contact name and a brief description of the issue you are facing.

All forms are available under the e-Documents tab on LCPtracker. It is best practice to use the forms that have been provided to you under that e-docs tab to increase efficiency in processing pay request and remain compliant.

City of
SACRAMENTO

Helpful Links and Contact Information:

1. **Department Of Industrial Relations (DIR):**
   Web-Link: http://www.dir.ca.gov/
   Contact DIR: http://www.dir.ca.gov/Contactus.html

2. **Division of Labor Standards Enforcement (DLSE):**
   Web-Link: http://www.dir.ca.gov/dlse/dlsepublicworks.html

3. **Division of Apprenticeship Standards (DAS):**
   Web-Link: http://www.dir.ca.gov/das/das.html

   Apprentice Certification:
   Web-Link: http://www.dir.ca.gov/das/appcertpw/AppCertSearch.asp

   CAC Public Works Training Fund Contributions:
   Web-Link: http://www.dir.ca.gov/CAC/trainingfund/Tfsearch.html

4. **California General Prevailing Wage Determination:**
   Web-Link: http://www.dir.ca.gov/OPRL/pwd/ (Journeymen)
   http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp (Apprentice)

5. **Davis Bacon Wage Determination Rates:**
   Web-Link: http://www.wdol.gov/dba.aspx

6. **Public Works Information- Frequently Asked Questions:**
   Web-Link: http://www.dir.ca.gov/das/publicworksfaq.html

7. **LCPtracker.net**
   Web-link: https://lcpprod.lcptracker.net/Lcp/WebForms/Login.aspx
   Support Phone Number: 714-669-0052 Option 4
   E-mail: support@lcptracker.com

THINGS TO REMEMBER:

Labor Compliance Forms due Prior to Work Beginning (Prime and all Sub Tier Contractors)

1) **Authorized Letter for Signing Certified Payroll** (Original signature required)
2) **List of Trades and/or Crafts**
3) **PW-300- List of all sub-contractors and suppliers.** (This **must be** updated if changes occur and **all contractors** listed must have a **DIR registration number** prior to commencing work on the project.
4) **Checklist of Labor Law Requirements-** (All boxes checked and signed)
5) **Public Works Contract Award Information (DAS 140)** (With verified proof of service)
6) **Request for Dispatch of an Apprentice (DAS 142)** (With verified proof of service)
7) **Fringe Benefit Statement Form-**(For Each Determination)
   (Due before first Certified Payroll and then only when a change occurs)
8) **Authorization for Payroll Deduction** (Original signature required)
   (Deductions other than standard deductions must be authorized by the employee)

Labor Compliance Forms Due Weekly:

- **Certified Payroll Form** (LCP Tracker Electronic Payroll and upload of payroll to DIR website)
- **Statement of Compliance** (LCP Tracker Electronic Payroll)
- **Statement of Non-Performance** (Due when work is not performed once on job- site)

✓ Work over 8 hours in a day or 40 hours in a week must be paid at the overtime rate. Refer to wage determination that is provided by the DIR for the applicable rate.
✓ Certified payroll records must be numbered **consecutively,** starting with the first week work is physically performed on site
✓ Last certified payroll must be marked "**FINAL**".

Training Fund Contribution forms are due **monthly** beginning immediately after work has been performed on site.

◆ **Single Asterisk (*):**
Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research for specific rates at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

◆ **Double Asterisks (**):**
The rate to be paid for work performed after this date has been determined. If work will extend past this date the new rate must be paid and should be incorporated in contracts entered into now. Contact the Division of Labor Statistics and Research for specific rates at (415) 703- 4774.

◆ **Employee Interviews on job site:**
Interviews are done to obtain information to verify correct wages are being recorded on the certified payrolls for the given craft/classification and to ensure contract compliance.

Meeting Date: **9/1/2015**

Report Type: Consent

Report ID: 2015-00729

City of SACRAMENTO 15

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Title: Department of Water Resources Water-Energy Grant Award and Supplemental Agreement for District Metered Areas for Water Loss Control

Location: Citywide

Recommendation: Pass a Resolution authorizing the City Manager or the City Manager's designee to 1) establish the newly awarded California Department of Water Resources (DWR) Water-Energy Grant project (G14160100) to utilize funding awarded for District Metered Area (DMA) Management for Water Loss Control; 2) establish revenue and expenditure budgets in an amount not to exceed $2,500,000; and 3) execute Supplemental Agreement No. 1 to Agreement 2014-1006 with Water Systems Optimization, Inc. to continue and augment the DMAs Program for Water Loss Control for an additional amount of $650,504, bringing the agreement's total not-to-exceed amount to $819,897.

Contact: Michael Malone, Operations Manager, (916) 808-6226; Julie Friedman, Program Specialist, (916) 808-7898, Department of Utilities

Presenter: None

Department: Department Of Utilities

Division: Operations & Maintenance Admin

Dept ID: 14001211

Attachments:

1-Description/Analysis
2-Background
3-Resolution
4-Supplemental Agreement
5-Attachment 2 to Exhibit A
6-Attachment 2 to Exhibit B

City Attorney Review

Approved as to Form
Joe Robinson
8/25/2015 1:18:02 PM

Approvals/Acknowledgements

Department Director or Designee: Bill Busath - 8/14/2015 3:09:09 PM

Description/Analysis

Issue Detail:

The Department of Utilities (DOU) is augmenting its water leak detection and repair program with District Metered Area (DMA) Management. DMAs are discrete areas of the water distribution system that have a defined boundary typically encompassing 500-5,000 metered service connections, which provide leak detection and water and energy savings via isolation and installation of sub-meters on specific portions of the system. On September 23, 2014, the City Council approved an agreement with Water Systems Optimization, Inc., to design, implement and report on the results of a pilot phase of the DMA program, for a not-to-exceed amount of $169,800.

On June 24, 2015 the Department of Water Resources (DWR) announced the award of the 2014 Water-Energy grants and awarded the City of Sacramento the maximum amount of $2,500,000 for the DMAs Program for Water Loss Control that will save water and energy, and reduce greenhouse gas emissions. The amount of the grant was based on funding three to four DMAs within disadvantaged community areas to help identify existing leaks within the water distribution system and to better identify leaks in the future. This project also provides funding for additional leak detection work as well as funding for both City-asset and customer-side leak repairs identified during this project. Staff requests approval of budgetary actions to utilize this grant funding, and approval of a supplemental agreement to extend the Water Systems Optimization agreement through June 30, 2018, for the performance of additional professional services to continue and augment the DMAs Program for Water Loss Control. The additional cost of $650,504 will be reimbursed from the grant funding.

Policy Considerations:

The DMAs project furthers the City's water conservation efforts, is in keeping with the goal to ensure the infrastructure for a safe and reliable water supply, is consistent with the City Council focus areas of public safety, economic development, sustainability, and livability, and supports water use reduction efforts in response to ongoing drought conditions. It corresponds with recommended best management practices based on the California Urban Water Conservation Council Memorandum of Understanding and the American Water Works Association Water Audits and Loss Control Programs.

Economic Impacts: None

Environmental Considerations:

The Community Development Department, Environmental Planning Services has reviewed the project and has determined the project is exempt from California Environmental Quality Act (CEQA) review under CEQA Guidelines Section 15061(b)(3). The activity is covered by the general rule that CEQA applies only to projects that 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.

Sustainability:
The proposed project is consistent with the City's Sustainability Master Plan goal by enabling DOU to protect sources of water and provide a safe and reliable water supply for the Sacramento region.

Commission/Committee Action: Not applicable

Rationale for Recommendation:
On May 20, 2014 the DOU issued a Request for Qualifications (RFQ) #14141411020 for a DMA Pilot Program for Water Loss Control. Three firms submitted Statements of Qualifications (SOQs). The selection panel evaluated the SOQs submitted and determined Water Systems Optimization, Inc. to be the top-ranked firm to provide these services. On September 23, 2014, the City Council approved an agreement with Water Systems Optimization, Inc., to design, implement and report on the results of the pilot phase of the DMA program, for a not-to-exceed amount of $169,800.

On February 17, 2015, DOU received City Council approval to apply for a California Department of Water Resources 2014 Water-Energy Grant to fund the DMA for Water Loss Control Project, up to the maximum grant amount of $2,500,000, and to execute all agreements related to the grant if the grant is awarded (Resolution No. 2015-0042).
On June 24, 2015, the DWR announced the award to the City of Sacramento of the maximum grant amount of $2,500,000, based on funding three to four DMAs within disadvantaged area communities, to help identify existing leaks within the water distribution system, and fund both City-asset and customer-side leak repairs identified during this project. Supplemental services will support the continuation and augmentation of the program through FY2018 and include a program to help qualified low-income and disadvantaged residents with resources for repairs.

Financial Considerations:
The grant award has no requirement for matching funds from the City. The Department will establish a revenue and expenditure budget in the DWR Water-Energy Grant for DMA Management for the Water Loss Control project (G14160100) in an amount not to exceed $2,500,000.

The proposed agreement increase is $650,904, for a new not-to-exceed total of $819,907, which will be reimbursed by the DWR Water-Energy grant.

Local Business Enterprise (LBE):
Water Systems Optimization will comply with the City's minimum five percent LBE participation level on this agreement.

Background

On May 20, 2014 the Department of Utilities (DOU) issued a Request for Qualifications (RFQ) #14141411020 for a District Metered Area (DMA) Pilot Study for Water Loss Control. Three firms submitted Statements of Qualifications (SOQs). The selection panel evaluated the SOQs submitted and determined Water Systems Optimization, Inc. (WSO) to be the top-ranked firm to provide these services. The original agreement had a not to exceed amount of $169,800 for a pilot phase of service that is being completed in FY2016-17 and includes designing, developing, implementing, and reporting on results of the program.

On February 17, 2015, the City Council authorized the City Manager or the City Manager's designee to submit an application to the California Department of Water Resources (DWR) to obtain a 2014 Water-Energy Grant, and, if awarded, enter into an agreement to receive the grant for DOU's DMAs for Water Loss Control Project.

On June 24, 2015, the DWR announced the award to the City of Sacramento of the maximum grant amount of $2,500,000, based on funding three to four DMAs within disadvantaged area communities, to help identify existing leaks within the water distribution system, and fund both City-asset and customer-side leak repairs identified during this project. The amount of the grant was based on the number of DMAs and the grant eligibility ranking was based on a number of factors including water and energy savings, greenhouse gas emissions reductions, and disadvantaged area communities benefit.

The DOU Director, as the City Manager's designee, accepted the grant agreement on July 21, 2015. The grant award has no requirement for matching funds from the City.

The project will provide a viable medium to long-term intervention strategy that will continue to increase water use efficiency throughout the City. This project is a continuation of the initial pilot-study DMA project which is currently underway. Through this project, the DOU will be able to use DMA management as a tool to assess water savings, determine which parts of the distribution system are experiencing the highest level of leakage, and determine areas that have limited leakage so that resources can be targeted to the greatest effect.

The expected benefits of implementing this project include working with smaller, more manageable areas; more focused active leakage detection and repair efforts; quicker identification of leaks; and shorter run-time of leaks.

DOU's published water loss data in Fiscal Year 2012 showed losses of approximately 135 gallons/connection/day. DOU estimates that the DMA project could reduce those losses by approximately 70 percent (95 gallons/connection/day), resulting in reducing losses to approximately 40 gallons/connection/day across the water distribution network.

DOU is able to utilize the DWR grant to fund up to four DMAs within disadvantaged area communities. The selected areas will provide the greatest benefit to low income and disadvantaged residents who have limited resources to address service-side leaks within the City. Once leaks have been identified and repaired, the DMA leakage measurements will be repeated to quantify leakage/water savings achieved.

RESOLUTION NO.
2015-0042

Adopted by the Sacramento City Council

SUPPLEMENTAL AGREEMENT AND BUDGETARY ACTIONS TO APPROPRIATE GRANT FUNDING FOR DISTRICT METERED AREA MANAGEMENT FOR WATER LOSS CONTROL

BACKGROUND

A. The Department of Utilities (DOU) is augmenting its water leak detection and repair program with District Metered Area (DMA) Management. DMAs are discrete areas of the water distribution system that have a defined boundary typically encompassing 500-5,000 metered service connections, which provide leak detection and water and energy savings via isolation and installation of sub-meters on specific portions of the system.

B. On September 23, 2014, the City Council approved an agreement with Water Systems Optimization, Inc., to design, implement and report on the results of a pilot phase of the DMA program, for a not-to-exceed amount of $169,800.

C. On February 17, 2015, the City Council adopted Resolution No. 2015-0042 authorizing City staff to apply for a California Department of Water Resources (DWR) 2014 Water-Energy Grant to fund the DMA for Water Loss Control Project, up to the maximum grant amount of $2,500,000, and to execute the grant agreement if the grant was awarded.

D. On June 24, 2015, the DWR awarded the City the maximum amount of $2,500,000 for the DMAs Program for Water Loss Control based on funding three to four DMAs within disadvantaged community areas to help identify existing leaks within the water distribution system and to better identify leaks in the future. This project also provides funding for additional leak detection work as well as funding for both City-asset and customer-side leak repairs identified during this project.

E. Budgetary actions are needed to utilize the grant funding, and City staff is requesting approval of a supplemental agreement to extend the Water Systems Optimization agreement term through June 30, 2018, to provide professional services to continue and augment the DMAs

Program for Water Loss Control. The additional cost of $650,504 will be reimbursed from the grant funding.

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

Section 1. The City Manager or the City Manager's designee is authorized to:

A. Establish the California Department of Water Resources (DWR) Water-Energy Grant for DMA Management for the Water Loss Control project (G14160100) to utilize funding awarded for District Metered Area (DMA) Management for Water Loss Control;

B. Establish revenue and expenditure budgets in the DWR Water-Energy Grant for DMA Management for Water Loss Control project (G14160100) in an amount not to exceed $2,500,000; and

C. Execute Supplemental Agreement No. 1 to Agreement 2014-1006 with Water Systems Optimization, Inc., for an additional amount of $650,504, bringing the Agreement's total not-to-exceed amount to $819,897.

SUPPLEMENTAL AGREEMENT

Project Title and Job Number: District Metered Areas (DMAs) for Water Loss **Date:** 7-30-15
Purchase Order #: **Supplemental Agreement No.:** 2014-1006-1

The City of Sacramento ("City") and Water Systems Optimization, Inc. (WSO) ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number 2014-1006, including any and all prior supplemental agreements modifying the agreement (the agreement and supplemental agreements are hereafter collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

1. The scope of Services specified in Exhibit A of the Agreement is amended as follows:

   Contractor shall perform additional services through June 30, 2018, as specified in Attachment 2 to Exhibit A, attached hereto and incorporated by this reference. Contractor shall be compensated for these additional services in accordance with the fee and rate schedules set forth in Attachment 2 to Exhibit B, attached hereto and incorporated by this reference.

2. In consideration of the additional and/or revised services described in section 1, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Agreement for payment of Contractor's fees and expenses, is Increased by $650,904, and the Agreement's maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount:	$169,083.00
Net change by previous supplemental agreements:	.00
Not-to-exceed amount prior to this supplemental agreement:	$169,083.00
Increase by this supplemental agreement:	$650,904.00
New not-to exceed amount including all supplemental agreements:	$819,987.00

3. Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for the additional and/or revised services specified in section 1, above, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor in connection with such additional and/or revised services, including costs associated with any changes and/or delays in work schedules or in the performance of other services or work by Contractor.

4. Contractor warrants and represents that the person or persons executing this supplemental agreement on behalf of Contractor has or have been duly authorized by Contractor to sign this supplemental agreement and bind Contractor to the terms hereof.

5. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Contractor shall perform all of the services, duties, obligations, and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.

Approval Recommended By:

Julie Nielsen
Project Manager

Approved By:

(COO-WSO)
Contractor REINHARD STURM

Approved By:

City of Sacramento

Approved As To Form By:

City Attorney

Attested To By:

City Clerk

(Rev. 9-17-12)

Attachment 1 to Exhibit A

Scope of Work

The proposed scope of work is designed to assist the DOU in successfully implementing this project.

Task 1 - Project Management and Reporting

The goal of this task is to effectively manage the coordination and project management activities associated with this contract. This task also includes coordination, invoicing, and reporting to DWR per the requirements of the grant agreement.

Task 1 includes the following subtasks and activities:

- **Project Management and Reporting for this three year project include:**
  - Invoicing, file management, and contract management throughout duration of project (approximately 37 months).
  - DWR contract management including coordination, invoicing, and reporting.
  - Coordination and meetings with City and project teams.

Task 2 – Select DMA Study Areas

The goal of this task is to create an additional three to four DMA's coinciding within the City of Sacramento's water distribution service area and DAC areas. The project team will select the final DMA study areas to be funded under this project by looking at the following criteria: DMA size, infrastructure requirements, water quality, hydraulic integrity of DMA, number of supply points into the DMA, inflow chamber design, possible backup supply point, minimum flow and pressure requirements for fire flow and insurance, customer base in DMA, looping and redundancy requirements, and target leakage level. Steps and services necessary to successfully select up to four DMAs include:

- Regular meetings with DOU.
- Collection and review of maps to identify up to four suitable areas for DMA implementation.
- Run a hydraulic model in all four potential study areas. The hydraulic model will consider: number of supply points needed, location of supply points, minimum flow and pressure requirements, and fire flow requirements.
- Produce a TM on the findings of task 2 and meet with DOU to discuss findings and recommendations for selection of DMA.
- Achieve consensus for DMA selection.

Task 3 – DMA Implementation and Analysis

Based upon the final DMA's selected, the project team will assist the DOU in implementing the chosen DMAs. DOU staff will isolate the DMA boundaries and purchase and install meters on all supply lines coming into the DMA. Once the DMA boundaries have been isolated, the project team will collect data and a Water Loss Baseline will be calculated by utilizing the DMA supply meter data collected and the AMR/AMI consumption data from the billing database, which will produce a mass-balance. In addition, the project team will quantify leakage losses in the selected DMAs based on the "Minimum Night Time Flow" measurement principle. These measurements will accurately quantify the leakage volume in each of the DMAs.

Steps and services necessary to successfully implement up to four DMAs and to quantify and monitor leakage losses in each DMA include:

- Verification of hydraulic integrity of DMA boundary valves through deployment of pressure loggers.
- Prepare list of boundary valves not holding tight for DOU to replace these valves (if any).
- Provide assistance with supply meter selection and selection of data collection technologies to be used.
- The project team will locate, design, provide construction documents, assist the City in bidding, and provide engineering services during construction for the construction of meter vaults in the 4 chosen DMAs. This task assumes 16 meter vault locations.
- Develop DMA customer data base.
- Collection and analysis of consumption data for each DMA.
- Assessment and quantification of water loss baseline (before intervention) for each DMA through development of a mass balance and the "Minimum Night Time Flow" measurement principle.
- Monitoring of water loss in each DMA – pre and post leak detection and repair.

From the data collection and analysis, the project team will compile a report summarizing the results and give a presentation regarding the results. A list of priority areas for leak detection crews to focus on will be compiled. Deliverables for this task include technical a memorandum summarizing selected DMA attributes, report detailing DMA analysis results, and locations for leak detection crews to concentrate their efforts.

Task 4 - Leak Detection

Task 4 includes leak detection and isolation of distribution side leaks and customer side leaks, following the results of the DMA studies. The project team will also assist the leak detection activities with mapping and database tracking.

Deliverables for this task are a compiled list of leaks found stating location, recommended resolution method, cost for repair, estimated flow rate, repair priority, owner, occupier, leak/no leak, date of leak detection. Approximately twenty attributes will be tracked as part of this phase.

Task 5 – Leak Repair Phase Assistance

Task 5 includes leak repair phase assistance for both City-asset and homeowner repairs. Assistance for the City-asset repairs under subtask 5.1 is limited to mapping, recommendations of asset replacement or repair, and database tracking.

Under subtask 5.2, the project team will assist DOU with development of a program to implement homeowner repair program. This task includes development of program alternatives, working with City staff to choose a preferred program, and aid in implementing the program. The project team will provide program outreach support by providing mapping and support at community meetings as needed. Program database tracking and management will be provided by the project team to develop, populate, and maintain database for tracking homeowner repairs including contractor and repair information. Database will be developed to aid in management of the program for the City and for reporting to DWR. Approximately twenty attributes in addition to task 4 will be tracked as part of this phase. Database will be designed with the ability to interact with existing City databases as needed.

Attachment 2 to Exhibit B

Fee Schedule

Compensation for services performed in this proposal will be billed monthly on a percentage complete basis with a not to exceed amount of $650,904.

Task 1	Project Management and Coordination	$ 126,836
Task 2	Select DMA Study Areas	$ 110,118
Task 3	DMA Implementation and Analysis	$ 140,240
Task 4	Leak Detection	$ 136,852
Task 5	Leak Repairs	$132,858
	Total Directs	$4,000
	Total Fee:	**$650,904**

Optional Services not included in scope or budget:

a. DMA meter procurement and installation
b. DMA meter data logger procurement and installation
c. Water quality monitoring
d. Environmental Investigation and Clearance
e. SWPPP
f. Traffic Control Plans
g. Waterline Hydraulic Analysis/Sizing
h. Design of City-owned asset repairs or replacements
i. Design of homeowner-side repairs
j. PRV and/or Flowmeter Design
k. SCADA/Electrical Plans
l. Other Utility Coordination
m. Special Structures/Calculations
n. Survey/Easement Coordination
o. Encroachment Permit Processing
p. Construction Management or Inspection
q. Construction Staking/Layout
r. Meetings in addition to those specified above
s. Any work not specifically mentioned in this Scope of Services

Attachment 2 to Exhibit B

RATE SHEET
City of Sacramento Department of Utilities (DOU)
Supplemental Agreement 2014-1006

District Metered Areas (DMAs) Pilot Study for Water Loss

Staff Member	Billable Hourly Rate
WSO	
Technical Project Advisor	$260
Project Director	$250
Project Manager	$120
Leak Detection Specialist	$110
Parsons Brinckerhoff	
Project Manager - Lead Engineer	$146
Supervising Manager	$247
Program Development Principal Engineer	$331
Senior Supervisory Engineer II	$242
Senior Supervisory Engineer I	$170
Database Specialist	$118
GIS Specialist	$111
Engineer II	$95
Engineer I	$80
Admin Assistant	$70
Project Accountant	$138

Meeting Date: **9/1/2015**

Report Type: Consent

Report ID: 2015-00741

City of SACRAMENTO 16

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Title: Agreement: National Pollutant Discharge Elimination System (NPDES) Program Stormwater Monitoring Services (I14010200)

Location: Citywide

Recommendation: Pass a Motion authorizing the City Manager or City Manager's designee to execute a Professional Services Agreement with Larry Walker Associates, Inc., to provide Stormwater Monitoring Services for FY2015/2016 for an amount not to exceed $600,000.

Contact: Dan Sherry, Engineering & Water Resources Manager, (916) 808-1419; Sherill Huun, Supervising Engineer, (916) 808-1455, Department of Utilities

Presenter: None

Department: Department Of Utilities

Division: Environmental & Regulatory Com

Dept ID: 14001331

Attachments:

1-Description/Analysis

2-Background

3-Agreement

City Attorney Review

Approved as to Form
Joe Robinson
8/25/2015 1:23:07 PM

Approvals/Acknowledgements

Department Director or Designee: Bill Busath - 8/13/2015 12:14:43 PM

Description/Analysis

Issue Detail: In accordance with the National Pollutant Discharge Elimination System (NPDES) Stormwater Permit for the Sacramento County urban area, the City and other Permittees in the Sacramento Stormwater Quality Partnership (SSQP) are required to conduct a stormwater monitoring program. Larry Walker Associates, Inc. (LWA) was selected to provide various required stormwater monitoring services for up to three years through a Request for Qualifications process conducted in May 2015. This report recommends approval of a Professional Services Agreement with LWA to provide monitoring services for the Fiscal Year 2015/2016 monitoring season. Extension of the Agreement term beyond this initial one year term will require future City Council approval.

Policy Considerations: The NPDES Stormwater Monitoring Program is a federally mandated program. Implementation of the 2015/2016 Stormwater Monitoring Program supports the following environmental resources goals and policies of the City's 2030 General Plan:

1. Protect local watersheds, water bodies and groundwater resources, including creeks, reservoirs, the Sacramento and American rivers, and their shorelines; and
2. The City shall control sources of pollutants and improve and maintain urban runoff water quality through storm water protection measures consistent with the City's NPDES permit.

Economic Impacts: None

Environmental Considerations: The Community Development Department, Environmental Services Manager has reviewed the project and has determined that the proposed project is exempt from the California Environmental Quality Act (CEQA) under section 15061(b)(3) of the CEQA Guidelines. The activity is covered by the general rule 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.

Sustainability: The Stormwater NPDES permit requires implementation of the Stormwater Monitoring Program and the reduction of pollutants conveyed by stormwater runoff. The Stormwater Monitoring Program provides the data needed to develop pollution reduction programs. Completion of the tasks in this services agreement is consistent with the City Sustainability Master Plan. These activities advance the Sustainability Master Plan goals to:

1. Reduce the use of pesticides and other toxic materials;
2. Protect and restore the City's urban creek system; and
3. Conserve the use and protect the sources of water.

Commission/Committee Action: Not applicable

Rationale for Recommendation: Approval of this services agreement is recommended to obtain professional services needed to comply with the requirements in the Stormwater NPDES permit. The City, on behalf of the Permittees, conducted a Request for Qualifications (RFQ) process in May 2015. The RFQ included various permit required monitoring tasks to be performed over a period of up to three years, including FY2015/2016, FY2016/2017, and FY2017/2018. Larry Walker Associates was the only company that submitted a Statement of Qualifications (SOQ) in respond to the RFQ. The City's Project Manager reviewed the SOQ, and based on their knowledge expertise, and experience Larry Walker Associates was selected to provide the requested services.

Financial Considerations: The cost of this services agreement will be shared by the City and other Permittees pursuant to the terms of a master Memorandum of Understanding (MOU), approved by the City Council on July 31, 2012 (City Resolution No. 2012-279). The cost for this agreement is not-to-exceed $600,000. The Multi-Year Operating Project, FY10-FY14 NPDES Program, Project No. I14010200 (Storm Drainage Fund, Fund 6011) has sufficient funding for the City's share. The County of Sacramento and the Cities of Citrus Heights, Elk Grove, Folsom, Galt, and Rancho Cordova will reimburse the City for their cost share amount.

The following table summarizes the costs for the City and cost share partners.

Agency	Project	Fund	Multi-Year Operating Project (MYOP)	Total
City of Sacramento	FY10-FY14 NPDES Stormwater Program	6011	I14010200	$ 234,350.60
Cost Share Partners	FY10-FY14 NPDES Stormwater Program	6211	I14010201	$ 365,649.40
Total				**$ 600,000.00**

Local Business Enterprise (LBE): Larry Walker Associates is not an LBE, but has partnered with LBE firms, CDM Smith Inc. and Michael Baker International, for this contract to meet the minimum LBE participation requirement. CDM Smith Inc. and Michael Baker International will provide 5% of services.

Background

In April 2015, the Regional Water Quality Control Board - Central Valley Region (Regional Water Board) reissued a Limited Term (18 months) National Pollutant Discharge Elimination System permit (Permit No. CAS082597) to the County of Sacramento and the cities of Sacramento, Citrus Heights, Elk Grove, Folsom, Galt, and Rancho Cordova (Permittees) regulating the discharge of stormwater into local water bodies. The permit requires implementation of programs to reduce the pollution conveyed by stormwater runoff into local water bodies and requires implementation of a stormwater monitoring program.

The City is administering the contract for these services on behalf of the Permittees, and will receive reimbursement for the cost share of the other Permittees. The costs for implementing some of these programs are shared by the Permittees, as described in a master Memorandum of Understanding (MOU) approved by the City Council in 2012 (City Agreement No. 2012-279). The MOU includes administrative procedures for sharing of work products and apportionment of program costs, including monitoring activities.

A significant portion of the Stormwater Monitoring Program is accomplished through annual professional services agreements. These services include development of sampling plans, field sampling, equipment upgrades, technical assistance, laboratory analyses, and preparation of reports.

This stormwater monitoring services contract includes work for one monitoring season, with a potential maximum of two successive one-year extensions upon the approval of supplemental agreements specifying the scope of services and payment provisions for such extended terms.

As allowed in the Limited Term Permit, the Permittees submitted a modified monitoring plan for FY 2015/2016 to the Regional Water Board. On 08/03/2015, the Regional Water Board granted the Permittees approval of the proposed modified monitoring plan. This scope and budget were prepared by LWA based on the approved modified monitoring plan, with a budget amount of $600,000.

The FY2015/2016 services agreement scope includes regulatory reporting and consulting, including participation in the Delta Regional Monitoring Program (RMP), NPDES permit renewal as-needed services, and assistance with new water quality policy implementation (e.g., State Trash Amendment, State Toxicity Policy, total maximum daily loads, general permit compliance, Clean Water Act support, Delta initiatives including California Water Fix, California Ecorestore (formerly Bay Delta Conservation Plan) and policy/objective development support, etc.), and piloting of new continuous sensor sampling equipment.

The cost of the FY 2015/2016 services agreement will be shared by the City and the Permittees according to the MOU as follows:

Permittees Cost Sharing	**%**	**Amount**
City of Sacramento	33.3	$182,550.60
County of Sacramento	38.4	$210,508.80
City of Citrus Heights	5.9	$32,343.80
City of Elk Grove	10.9	$59,753.80
City of Folsom	5.2	$28,506.40
City of Galt	1.7	$9,319.40
City of Rancho Cordova	4.6	$25,217.20
Total	100	**$548,200.00**
City of Sacramento Only		51,800.00
Total		**$ 600,000.00**

PROJECT #: I14010200

PROJECT NAME: Stormwater Monitoring Services for FY15-FY16

DEPARTMENT: Department of Utilities

DIVISION: Engineering and Regulatory Compliance

CITY OF SACRAMENTO

PROFESSIONAL SERVICES AGREEMENT FOR ARCHITECTS, LANDSCAPE ARCHITECTS, PROFESSIONAL ENGINEERS, AND PROFESSIONAL LAND SURVEYORS

THIS AGREEMENT is made at Sacramento, California, as of _____, by and between the **CITY OF SACRAMENTO,** a municipal corporation ("CITY"), and

Larry Walker Associates, Inc.
707 4th Street, Suite 200, Davis, Ca 95616
(530)753-6400 Phone
(530) 753-7030 Fax

("CONTRACTOR"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to CITY the services described in Exhibit A. CONTRACTOR shall provide said services at the time, place, and in the manner specified in Exhibit A. CONTRACTOR shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of such services: (a) CONTRACTOR notifies CITY and CITY agrees that such services are outside the scope of Exhibit A; (b) CONTRACTOR estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement and/or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager's authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.

2. **Payment.** CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONTRACTOR for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONTRACTOR shall submit all billings for said services to CITY in the manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONTRACTOR uses for billing clients similar to CITY.

3. **Facilities and Equipment.** Except as set forth in Exhibit C, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.

4. **General Provisions.** The General Provisions set forth in Exhibit D, that include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONTRACTOR and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over said terms or conditions.

5. **Non-Discrimination in Employee Benefits.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento City Code Chapter 3.54 are summarized in Exhibit E. CONTRACTOR is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.

6. **Authority.** The person signing this Agreement for CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.

7. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

By:_____

Print name:_____

Title:_____

For: John F. Shirey, City Manager

APPROVED AS TO FORM:

_____
City Attorney

ATTEST:

_____
City Clerk

Attachments

Exhibit A - Scope of Service
Exhibit B - Fee Schedule/Manner of Payment
Exhibit C - Facilities/Equipment Provided
Exhibit D - General Provisions
Exhibit E - Non-Discrimination in Employee Benefits

CONTRACTOR:

Larry Walker Associates
NAME OF FIRM

94-2610668
Federal I.D. No.

27542638
State I.D. No.

139654
City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY *(check one)*:

_____ Individual/Sole Proprietor
_____ Partnership
__✓__ Corporation *(may require 2 signatures)*
_____ Limited Liability Company
_____ Other (*please specify:* _____)

Signature of Authorized Person

Brian Laurenson, Vice President
Print Name and Title

Additional Signature *(if required)*

Karen Ashby, Vice President
Print Name and Title

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

Name of Contractor: Larry Walker Associates, Inc.

Address: 707 4th Street, Suite 200, Davis, CA 95616

The above named Contractor ("Contractor") hereby declares and agrees as follows:

1. Contractor has read and understands the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") attached hereto as Exhibit E.

2. As a condition of receiving this Agreement, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").

3. Contractor understands, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance are any of the following:

   a. Bereavement Leave
   b. Disability, life, and other types of insurance
   c. Family medical leave
   d. Health benefits
   e. Membership or membership discounts
   f. Moving expenses
   g. Pension and retirement benefits
   h. Vacation
   i. Travel benefits
   j. Any other benefit offered to employees

   Contractor agrees that if Contractor offers any of the above-listed employee benefits, Contractor will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:

   a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.

   b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.

c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.

d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.

e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Agreement is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Agreement is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.

f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Agreement is executed by the City.

g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).

h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).

i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Agreement is executed by the City.

5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor to possible suspension and/or termination of this Agreement for cause; repayment of any or all of the Agreement amount disbursed by the City; debarment for future agreements until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of $50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.

6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by

authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.

7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Agreement award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.

8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.

Signature of Authorized Representative

8/7/2015
Date

Brian Laurenson
Print Name

Vice President
Title

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

Dalia Fadl
1395 35th Ave, Sacramento, CA 95822
(916) 808-1449/Phone (916) 808-1497/Fax DFadl@cityofsacramento.org

All CONTRACTOR questions pertaining to this Agreement shall be referred to the CITY Representative or the Representative's designee.

The CONTRACTOR Representative for this Agreement is:

Brian Laurenson
707 4th Street, Suite 200, Davis, CA 95616
(530) 753-6400/Phone (530) 753-7030/Fax BrianL@LWA.com

All CITY questions pertaining to this Agreement shall be referred to the CONTRACTOR Representative. All correspondence to CONTRACTOR shall be addressed to the address set forth on page one of this Agreement. Unless otherwise provided in this Agreement, all correspondence to the CITY shall be addressed to the CITY Representative.

2. Insurance. Insurance requirements are specified in Exhibit D, Section 11.

3. Conflict of Interest Requirements.

A. **Generally.** Under the California Political Reform Act, Government Code §§ 81000 et seq., designated employees of the CITY are required to comply with the CITY's Conflict of Interest Code. The term "designated employees" is a term of art and includes individuals who are working for contractors who are providing services or performing work for the CITY and who are considered to be "consultants" under the Political Reform Act. The term "consultant" generally includes individuals who make, or participate in making, governmental decisions or who serve in a staff capacity. Individuals who perform work that is solely clerical, ministerial, manual or secretarial are not "consultants."

The CITY's Conflict of Interest Code requires designated employees, including individuals who qualify as "consultants", to file the following statements of economic interests:

(1) An "assuming office" statement of economic interests to be filed within 30 days after execution of the agreement between the City and the contractor;

(2) Annual statements of economic interests while the agreement remains in effect, to be filed not later than April 30 of each year; and

(3) A "leaving office" statement of economic interests to be filed within 30 days of completion of the contract.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act.

The CITY's Conflict of Interest Code also requires individuals who qualify as "consultants" under the Political Reform Act to comply with the conflict of interest provisions of the Political Reform Act, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests.

B. **Conflict of Interest Statements.** The individual(s) who will provide services or perform work pursuant to this Agreement are "consultants" within the meaning of the Political Reform Act and the CITY's Conflict of Interest Code: _____ yes ✓ no *[check one]*

If "yes" is checked above, CONTRACTOR shall cause the following to occur within 30 days after execution of this Agreement:

(1) Identify the individuals who will provide services or perform work under this Agreement as "consultants";

(2) Cause these individuals to file with the CITY Representative the "assuming office" statements of economic interests required by the CITY's Conflict of Interest Code.

Thereafter, throughout the term of the Agreement, CONTRACTOR shall cause these individuals to file with the CITY Representative annual statements of economic interests, and "leaving office" statements of economic interests, as required by the CITY's Conflict of Interest Code. The CITY may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

4. Scope of Services.

The services provided shall be as set forth in Attachment 1 to Exhibit A, attached hereto and incorporated herein.

5. Time of Performance. The services described herein shall be provided during the period, or in accordance with the schedule, set forth in the scope of services.

CONTRACTOR shall perform services under this Agreement as described herein, for the 2015/2016 fiscal year (referred to hereafter as the "Initial Term"). The Initial Term may be extended for subsequent one year terms, up to a total Agreement term of 3 years (including Initial Term and 2 one-year extensions), if CONTRACTOR and the CITY execute supplemental agreement(s) specifying the scope of services and payment provisions for such extended term(s), subject to approval by the Sacramento City Council.

Attachment 1 to Exhibit A

Sacramento Stormwater Quality Partnership

2015-16 Monitoring and Regulatory Support Services

This Scope of Services describes the consulting services to be provided by Larry Walker Associates, Inc. (LWA) and its subcontractors (collectively, "Consulting Team") to the Sacramento Stormwater Quality Partnership (SSQP) during the Fiscal Year 2015-2016 contract period, under the terms of LWA's stormwater monitoring and regulatory support contract with the City of Sacramento Department of Utilities. LWA leads a consulting team that includes CDM Smith, Pacific EcoRisk, and Michael Baker International (Baker).

This Scope of Services assumes that the Central Valley Regional Water Quality Control Board (Regional Water Board) Executive Officer approves the "Alternative Monitoring Program" as allowed under the "Limited Term" National Pollutant Discharge Elimination System (NPDES) permit issued to the SSQP co-Permittees on April 17, 2015 (Order No. R5-2015-0023). The Alternative Monitoring Program replaces urban runoff monitoring with a pilot monitoring program at two locations. The Limited Term permit also allows participation in the Delta Regional Monitoring Program (RMP) in place of the required river and urban tributary monitoring. In addition to completion of the monitoring requirements, this Scope of Services includes compliance reporting and technical expertise tasks. Several sub-tasks in this Scope of Services are on an "as-needed" basis based on specific requests from SSQP staff. It is not expected that all of these tasks will be necessary and budget estimates are intended to be shared between subtasks depending on the level of effort requested. All major deliverables with specific deadlines are shown in the table below, however, SSQP and LWA may mutually agree to modify the deliverable schedule.

Subtask No.	Deliverable Name	Draft Date	Final Date
1.1	Quality Assurance Project Plan*	9/15/15	10/15/15
1.1	Sample Collection and Analysis Plan*	9/15/15	10/15/15
1.2	Daily Sacramento Forecast	Start 10/15/15	End 5/15/16
1.3	Event summary email	Within 3 days of event	
2.2	Alternative Monitoring Program Year 1 Report Outline and Initial Findings	6/15/16	If needed
2.2	Alternative Monitoring Program Year 1 Report	7/23/16	3 weeks after comments received
3.1	Notice of Water Quality Exceedance	83 days after sampling	As needed

Subtask No.	Deliverable Name	Draft Date	Final Date
3.2	Report of Water Quality Exceedance	TBD	9/15/16
3.3	Monitoring section of Regional Annual Report	8/15/16	9/15/16
4.1	Watershed Model Development and Use Memorandum	TBD based on FY1415 Feasibility Assessment	
4.2	Delta Methylmercury TMDL Compliance Strategy Memorandum, if necessary	7/1/16	9/15/16

*If Regional Water Board approval/rejection is not provided by August 1, 2015 the document deliverable date may be shifted later.

TASK 1 MONITORING MANAGEMENT [$114,500]

This task involves all work related to monitoring activity coordination, study planning documentation, pre-season equipment preparation, weather forecasting, equipment and program troubleshooting, and SSQP status updates following monitoring mobilization efforts related to this contract. These activities provide general monitoring support for all of the monitoring activities. Specific monitoring tasks are included under subsections in this Scope of Services to cover the individual study monitoring and reporting tasks.

Task 1.1 Preseason Preparations

Consulting Team will prepare a sample collection and analysis plans (SAP) and a Quality Assurance Project Plan (QAPP), and install all needed sample collection and sensor equipment for the Alternative Monitoring Program as submitted to the Regional Water Board as part of the May 1, 2015 Annual Work Plan (see task 2 below). The proposed Work Plan included sample collection at North Natomas Basin No. 4 and Arcade Creek. Both these sites will require installation of equipment, and are subject to change with approval from the SSQP. It is assumed that the equipment will be rented to the SSQP for this pilot study under Task 2.1, however this task includes all equipment preparation and installation.

The Consulting Team will prepare the QAPP according to Statewide Ambient Monitoring Program (SWAMP) guidelines and incorporate the SAP within the document or as an appendix. The SAP documents will include site information, specific procedures and equipment, logistics planning, quality control plans, and schedules. As needed specific operating procedures (SOPs) will also be included. The SAP should be detailed enough to provide clear instructions to the field crews and documentation of the Alternative Monitoring Program objectives and methods. Because the Alternative Monitoring Program is "pilot" effort, the SAP will allow adaptive management to the program, but at a minimum include analysis of the MRP Table B constituents at North Natomas Basin No. 4 and Arcade Creek sites for three wet weather events and one dry weather event.

Once the Alternative Monitoring Program is approved by the Regional Water Board, the Consulting Team will collect targeted grab samples (MRP Table B constituents) at North Natomas Basin No. 4 and Arcade Creek locations for three wet weather events and one dry weather event as specified in the proposed FY1516 Work Plan (M.P. 1.2 and M.P. 2.1). The Consulting Team will install the necessary sample collection equipment to allow targeted sample collection as well as the sensors for measurement of key parameters (e.g., electrical conductivity, temperature, pH, turbidity, Fluorescent Dissolved Organic Matter, etc.). Additional sample collection and modifications to the approach are possible based on new information. For example field assessment may indicate that a particular location has hazards or other impediments to effectively perform sample collection. Moreover watershed modeling (see subtask 4.1) may identify other locations as more critical for data collection. The Consulting Team will adaptively manage the pilot program to consider input from the SSQP, Regional Water Board, and best professional judgment to modify the program or collection of additional samples to optimize the monitoring program, inform modeling efforts, and develop longer term monitoring program. Changes from the FY1516 Work Plan will be approved by SSQP staff.

LWA will collect equipment blank samples for Teflon tubing and composite bottles for total organic carbon, metals and trace organics, if necessary, based on actual equipment deployed. City operations staff will assist with the installation of equipment within any wet-wells or confined spaces. The LWA Health and Safety plan is intended to cover LWA staff. Subconsultant and SSQP staff will conform to their respective health and safety plans in the course of performing any field work associated with this project.

Consulting Team will review laboratory performance and compliance with reporting limitation requirements specified in MRP Table B of the permit and provide recommendations for a primary and secondary laboratory.

Consulting Team will plan, arrange and conduct a two hour training session for the SSQP (optional attendance) and Consulting Team field personnel, covering clean sampling techniques and the procedures outlined in the SAP.

Task 1.2 Inter-event Preparations

Pre-storm activities comprise of the tasks performed by the consultant immediately before a targeted storm event. These activities include procuring and mobilizing sampling equipment, reviewing updated weather forecast information, and coordinating field-staffing logistics.

Equipment Preparation

Consulting Team will prepare and mobilize all necessary equipment to complete monitoring activities, including composite bottles (carboys), pump tubing, sample bottles, portable pumps, field meters, coolers, ice, etc. Consulting Team will mobilize equipment to the appropriate field staff, as necessary. Equipment that comes in direct contact with collected samples will be laboratory-cleaned according to the SSQP protocols.

Weather Tracking

This subtask involves all work related to providing weather updates to the SSQP through daily written forecasts during the business week and unlimited 24-hour, 7-day per week phone consultation, on request. A specialized weather consultant will be contracted to provide primary forecasting services. LWA will generally act as the primary point of contact for the forecaster unless alternative arrangements are made. LWA will provide forecast information to other consultants performing monitoring for the SSQP in the form of weekday written forecasts and business hour phone communication or pre-arranged after-hour support. As candidate storm events are identified, the LWA will notify field crews and consult the SSQP, as necessary.

Study Coordination

LWA will maintain contact with all key field staff for each study. Consulting Team field crews will be updated, as necessary, according to the SSQP "storm action levels" which specify readiness and mobilization status. LWA will present monitoring options to the SSQP with regard to storm selection and event timing as forecasts develop. The SSQP "storm contact" staff will provide feedback on the decision to mobilize for a storm event or in scheduling dry weather events. Based on the pre-event plan, LWA will make necessary decisions based on best professional judgment to perform sample collection and analysis. Consulting Team will provide as needed coordination with other external monitoring programs when directed by SSQP staff. This may be required for TMDL compliance or coordination with the Delta Regional Monitoring Program or other monitoring efforts.

Task 1.3 Event and Post-event Logistics and Review

This subtask involves the general oversight and coordination by the "monitoring manager" during the storm event for all field activities. The LWA monitoring manager will remain available by phone throughout the entirety of the sampling event to coordinate weather forecast reporting, field condition evaluation, storm progress tracking, sample pick-up, staffing, equipment troubleshooting, as well as to provide essential mobilization and tracking duties. It may also be necessary for the monitoring manager to mobilize to the field for final site visits at the end of the monitoring event.

Sample Disposition

At the conclusion of each monitoring event Consulting Team will deliver the samples from the field stations to the staging area. The composite samples will be broken down by Consulting Team into appropriate containers for all required analyses as specified in the SAP and placed on ice. All samples will be promptly packed and delivered to the analytical laboratories. Consulting Team will prepare chain of custody documentation to accompany the samples from staging area to laboratory. Consulting team will procure commercial delivery services, as needed.

Oversee Laboratory Activities

Laboratory turn-around times shall be 30 days from receipt of samples. Laboratories shall be requested to output analytical data into spreadsheet files in the format established for the

Sacramento Stormwater Monitoring Database and provide them to the Consulting Team along with hard copy lab reports.

Consulting Team shall conduct follow-up communications with analytical laboratories, as needed, to confirm laboratory receipt of samples, verify laboratory instructions for sample preparation and analysis, and assist laboratory personnel with other questions or issues as they arise.

Summary E-mail Notification

This subtask involves distribution of status e-mails following any mobilization effort and event summary memoranda following successfully captured monitoring events. The post event status email will be sent to the SSQP within 48 hours of the completion of any mobilization effort whether it results in a successfully captured event or a false start. The e-mails will provide a brief summary of the forecast, decision-to-mobilize discussion, monitoring activities, problems encountered, rainfall totals, and any recommendations for future events.

Event Data Compilation

The Consulting Team will compile all the relevant event data including sample collection timing, rainfall, runoff, and sensor data for inclusion in the subtask 2.2 reporting.

TASK 2 ALTERNATIVE MONITORING PROGRAM [$161,185]

The SSQP requested an Alternative Monitoring Program in the FY1516 Work Plan that could be allowed with Regional Water Board Executive Officer approval. The objective of this pilot sample collection program is to collect higher resolution data and to evaluate whether this approach is feasible on a larger scale to address assessment questions expected to be part of the forthcoming permit renewal.

Task 2.1 Sample Collection

The following approaches will be used to perform the sample collection effort. Modifications may be necessary depending on site-specific conditions and the preliminary input and direction from the watershed modeling feasibility efforts, if any:

- Continuous flow measurement based on pump run times/pump head or established and calibrated flow rating curves.
- Continuous measurement with sensors of DO, temperature, EC, pH, CDOM, NO3 + NO2, turbidity, with the possibility of a filtered flow-through chamber at some locations.
- Collection of targeted grab samples for MRP Table B constituents in the limited term permit, for three wet weather events and one dry weather event at the North Natomas Basin No. 4 and Arcade Creek locations
- As-needed additional samples to further characterize conditions and evaluate surrogate relationships.

- Consideration of pilot microsampling (multiple smaller volume storm composites) and event composite approaches at some locations to evaluate the performance of different sample collection approaches.
- All locations will have cellular based telemetry to transmit real-time data. To conserve battery power, the stations are programmed to report at hourly or daily frequencies depending on the need.
- Data loggers will record sensor readings on an hourly, fifteen minute, or five minute interval depending on battery status and need (i.e., more frequent during higher variability periods like storm events). Sensors will be installed for the wet season (October 1 through April 30), though this may be extended if sufficient water depth and flow are present at the site.

Sensors are calibrated based on sample collection during events and measurements at maintenance visits. Typically the Consulting Team will replace batteries every two to three months. Sensor data are reviewed at monthly intervals to identify errors and sensor drift. Sensors are calibrated before and after installation. Following the post-installation calibration, the Consulting Team will adjust sensor data for systematic drift. Sensors, dataloggers, telemetry, and other specialized will be provided by the Consulting Team at fixed daily rates. Existing SSQP equipment may be used to supplement the efforts or offset rental fee.

Alternative Monitoring Program Overview

Descriptor	Proposed Approach
Sites	Urban discharge (Natomas Basin No. 4), urban tributary (Arcade Creek at Watt)
Events	Continuous sensor data, number of samples is based on weather (typically 20-30 storm events observed per year), some down time for maintenance is expected Targeted grab samples during 3 wet and 1 dry event
Sample types	Continuous sensor and grabs (composite samples may be used for some constituents)
Constituents	Continuous measurement with sensors for DO, temperature, EC, pH, and turbidity. Nitrate and dissolved organic matter sensors may also be deployed to pilot-test their use and develop surrogate relationships. MRP Table B list for targeted grab samples

False Starts

In the event that a storm is selected for monitoring and sample collection activities commence, but the storm does not or is not projected to produce sufficient rainfall within a reasonable period to produce adequate runoff to perform sampling, field crews will be demobilized and the event will be considered a false start. Labor hours and other direct costs are budgeted for two false starts.

Blackout periods

Monitoring will not be required under this Scope of Services during the following periods (all dates inclusive): November 25, 2015 – November 30, 2015 and December 24, 2015 – January 3, 2016; and other periods to be determined jointly by Consulting Team and SSQP during the course of the wet weather monitoring season. The monitoring task manager will notify SSQP contacts and field crews in advance of these blackout dates.

Task 2.2 Reporting

The Consulting Team will compile all data collected as part of Task 2.1, perform a quality assurance and quality control evaluation (QA/QC), and prepare a data report that summarizes field activities, variances from the QAPP and SAP, quality assurance and quality control evaluation, sensor data, analytical results, and recommendations for future monitoring tasks.

Draft and Final Alternative Monitoring Program Report

As a first step in the Alternative Monitoring Program report, LWA will prepare the draft report outline and initial findings. LWA will evaluate the overall approach and make recommendations for FY1617 monitoring. LWA will submit the outline to the SSQP by June 15, 2016 or at another mutually agreed upon time.

Consulting Team will check all lab data reports to verify that all requested analyses were completed and that all requested results were reported (including laboratory internal QA/QC results), and that specifications for holding times, analytical methods, and reporting limits were met by the laboratories. Consulting Team will contact laboratory personnel to request that they correct errors, provide missing information, or rerun sample analyses, as needed. The designated agency contacts will be copied on all formal memoranda sent to the analytical labs. The Consulting Team will prepare a draft report by July 27, 2016 for review by SSQP staff.

Consulting Team will respond to SSQP review comments on the draft report, incorporate changes where necessary, and deliver an electronic copy of the final report within three weeks of receipt of SSQP comments for inclusion in the Annual Report due to the Regional Water Board by October 1st, 2016. As requested, Consulting Team will also provide up to twelve hard copies of the report and laboratory reports.

TASK 3 COMPLIANCE REPORTING [$45,640]

The Consulting Team will support SSQP responses to specific requests from regulatory agencies and the Permit required reporting described in the tasks below. As-needed the Consulting Team will assist the SSQP in developing response letters, information requests, and technical analyses related to permit compliance.

Task 3.1 Notice of Water Quality Exceedance

LWA will promptly review targeted grab sample receiving water quality sample data and compare the results to applicable water quality standards as required by NPDES permit provision "C. Receiving Water Limitations," and Monitoring and Reporting Program requirements I.C. and I.D. The "water quality standards" are broadly defined in the NPDES permit language; this is interpreted to include applicable standards, objectives and criteria within the Basin Plan, California Toxics Rule, National Toxics Rule, California Department of Health Services (Title 22), and California Department of Fish and Game (diazinon and chlorpyrifos criteria). The draft letter will be submitted in an editable electronic format to the SSQP at least six days before it is due to the Regional Water Board. LWA will promptly respond to comments or questions on the draft NWQE until the final NWQE is prepared and submitted by the SSQP.

Task 3.2 Report of Water Quality Exceedance

LWA will provide assistance in the preparation of the Joint Program Annual Report, due to the Regional Water Board by October 1, 2016. LWA and the SSQP staff will determine the schedule for delivery of these items before July 15, 2016. The schedule will be developed to allow for final completion by September 15, 2016.

The Report of Water Quality Exceedance (RWQE) is a current NPDES permit requirement to evaluate whether urban runoff caused or contributed to exceedances of water quality standards in receiving water. If the Permittees or the Regional Water Board makes this finding, the RWQE report is required to identify management actions to address the exceedance. A RWQE is not needed for a constituent if it has been previously prepared. LWA will prepare the Annual Report appendix that performs the evaluation of water quality objective exceedances and "cause and contribute" factors according to the historical assessment approach. If a new RWQE constituent is identified, LWA will assist the SSQP in identifying activities to support control strategies.

Task 3.3 Regional Annual Report Preparation

LWA will provide assistance in the preparation of the Regional Annual Report (RAR), due to the Regional Water Board by October 1, 2016. The Consulting Team will prepare the monitoring section of the Annual Chapter, which summarizes all monitoring activities in which the SSQP participates and performs effectiveness assessments. LWA will provide as-needed assistance on the Target Pollutant section, including preparation of the initial draft, if requested. The Task 3.2 RWQE is included as part of the Annual Report. LWA will use previous Annual Reports as the template for the 2015-16 sections; however, the Alternative Monitoring Program approach will likely change the organization and type of content. SSQP staff and the Consulting Team will agree on the organization, outline, and schedule for the monitoring section. It is expected that the draft section will be submitted to the SSQP by August 15, 2016, dependent on direction from SSQP staff.

Task 3.4 Response to Regulatory Requests

As needed, the Consulting Team will respond to requests for information, reports, and data from regulatory agencies. This as-needed task will be at the direction of SSQP staff as issues requiring

responses arise, including preparation of notice of violation response letters, preparation of compliance related analysis, and developing compliance strategies for issues not identified in other tasks.

TASK 4 TECHNICAL EXPERTISE [$177,680]

Technical expertise tasks include the range of activities to support regulatory, monitoring, and technical evaluations to support the SSQP.

Task 4.1 Watershed Modeling Pilot Program

Under the previous (FY1415) support contract LWA is preparing a feasibility assessment and scope that will be used to develop modeling and/or data analysis tools to support management decisions and respond to planning and regulatory requirements. This task will be coordinated with the Alternative Monitoring Program if the Regional Water Board approves it. The Consulting Team will implement the recommendations of the feasibility study as requested by SSQP staff. The entirety of the scope of services will not be known until the feasibility assessment is completed in October 2015. Based upon the model and or data analysis tool selected, a schedule for implementation will be developed. The level of effort needed to complete and calibrate a model can vary significantly depending on the model and watershed area (i.e., model domain) selected. At a minimum, by the end of the FY15/16 reporting period, it is expected that an initial phase of this watershed modeling effort will be completed. This modeling effort will include data compilation, model construction, and limited model calibration for at least one selected urban watershed. A more detailed scope and schedule will be prepared as part of the current FY1415 feasibility study to match the allocated funding. The effort will be used as a proof-of-concept for the approach and to provide recommendations on wider use. The Consulting Team will provide SSQP staff with regular updates including at least four progress meetings or teleconferences. The expected deliverable is a summary memorandum on the model construction and use.

Task 4.2 Target Pollutant and TMDL Implementation Support

LWA will provide as needed support including attending meetings, hearings, and providing technical analysis of Total Maximum Daily Load (TMDL) programs for pesticides, methylmercury, and others. LWA will also track and review updates to the Clean Water Act Section 303(d) water quality impairment listings.

Methylmercury TMDL Implementation

The SSQP is currently participating in Phase 1 of the Delta Methylmercury Total Maximum Daily Load (TMDL) implementation and is also subject to the forthcoming Statewide Mercury TMDL. The Delta Methylmercury TMDL includes a wasteload allocation for methylmercury for the land area within the legal definition of the Delta. The SSQP and Consulting Team developed and submitted a Work Plan in April 2013 to address the Delta Methylmercury TMDL Control Study requirement. The Work Plan includes the evaluation of a grant funded low impact development (LID) retrofit/redevelopment in Citrus Heights. The City of Citrus Heights is the grant-holder and selected

LWA to perform the monitoring study. LWA is expected to complete the Citrus Heights final report prior to December 31, 2015 that will be used as part of the Phase 1 methylmercury TMDL compliance. The Consulting Team will assist the SSQP in performing the compliance feasibility assessment and developing a compliance strategy as part of the Phase 1 implementation. It is expected that the strategy will use tools and models developed previously, by others, or under subtask 4.1. In coordination with SSQP, the Consulting Team will develop a strategy that includes implementation options, schedule, and cost estimates to meet the expected Phase 2 requirements of the Delta Methylmercury TMDL. It is expected that the Regional Water Board will provide additional guidance on the level-of-effort, objectives, and scope of these compliance feasibility and strategy assessments. The Consulting Team will summarize these efforts in a memorandum or as part of the Regional Annual Report.

Trash Amendments

The recently adopted Trash Amendments will be incorporated in the Region-wide Permit or through a Water Code Section 13267 letter request from the Regional Water Board. As needed, LWA will work with the designated SSQP staff to develop a compliance strategy and approach to evaluating the pro/cons and costs of the implementation options (i.e., Track 1 vs. Track 2). It is expected that this effort by LWA will include at least six meetings or teleconferences, coordination with other MS4 agencies, summarizing lessons learned from other areas implementing the trash requirement, and preparation of technical information. Technical information can include, but is not be limited to effectiveness and implementation of trash surveys, and assessment of implementation options for compliance with the full capture equivalency.

Target Pollutant Updates

The Consulting Team will assist SSQP staff, as-needed, with the Target Pollutant Program, including performing updates to the prioritization list based on recent or expected changes to constituent-specific information. Evaluation of issues specific to the Region-wide Permit, including updates to the Stormwater Quality Improvement Plan are supported under subtask 4.5.

Task 4.3 TMDL, Central Valley, and Statewide Water Quality Policy Tracking

LWA will prepare a summary table of ongoing regulatory policies and plans under development that may be relevant to the SSQP on at least a quarterly basis, and upon request. This will include Federal, California, and regional issues with the intent of concisely stating status and potential impact on the SSQP agencies. Some of these regulatory efforts may require more active participation and/or commenting by the SSQP. The Consulting Team will assist the SSQP with as needed participation in regulatory effort participation.

The State Water Resources Control Board (State Board) develops regulations through a number of efforts that may result in changes to the MS4 NPDES permits or indirectly function as guidance to Regional Water Boards that develop the MS4 permits. LWA will maintain a list of these identified issues and the SSQP staff or consultants that are actively participating on behalf of the SSQP. As

needed, the Consulting Team will assist the SSQP in tracking, evaluating, and commenting on the following State Board policy efforts:

- Policy for Toxicity Assessment and Control – Will require evaluation of toxicity using the "test for significant toxicity (TST)", though the requirements for assessment of MS4 discharges may be specified in later guidance documents.
- Biological Integrity Assessment Implementation Plan – The State Board is developing an assessment program to identify numeric and narrative benchmarks for inland freshwater streams.
- Statewide Nutrient Objective Development– The State Board is developing a method to develop nutrient numeric objective based on causal effects.
- Stormwater Strategic Initiative, including a potential statewide pesticide strategy.
- Statewide Bacteria Objectives - The State Board is proposing a statewide control program to protect recreational users from the effects of pathogens in California water bodies. The program would be adopted as amendments to the Inland Surface Water, Enclosed Bays and Estuaries Plan.
- Others that are identified through the tracking process.

The Regional Water Board is expected to continue and initiate work on a number of water quality impairments issues that may affect the SSQP including but not limited to the following:

- Ongoing TMDLs in the Central Valley, including the pesticide TMDL, implementation phase of the mercury TMDL, PCB TMDLs, and other known or future TMDLs. Delta Nutrient Objectives are under development pending the expected Nutrient Science Plan in 2015.
- Others that are identified through the tracking process.

Task 4.4 Delta Policy Support

LWA will provide as needed policy analysis and communication support to the Partnership related to water quality initiatives. Sacramento-San Joaquin Delta (Delta) issues include, but are not limited to, the Delta Plan, Delta Science Program, California Water Fix, California Ecorestore (formerly BDCP), and Bay-Delta Water Quality Control Plan amendments. Federal, statewide and other regional issues may also be covered on request by City of Sacramento staff. LWA will attend meetings, provide summary information and draft comments or talking points as needed to inform the Partnership, and develop comments from the Partnership on urban runoff or permit related matters. Individual SSQP agencies may still have comments specific to that agency or not related to urban runoff that may be submitted separately.

Task 4.5 Delta Regional Monitoring Program Participation

The Delta RMP is supported by the Regional Water Board and a wide range of stakeholders to develop better and more comprehensive water quality science in the Delta. SSQP participation in the Delta RMP reduces NPDES permit monitoring requirements performed. LWA will provide support to the SSQP with development and implementation of the Delta RMP. LWA will provide the following as-needed services:

- LWA will act as a Technical Advisory Committee (TAC) member representing MS4 Phase 1 agencies and the SSQP, including attending up to eight meetings and teleconferences. LWA will prepare as needed reports on TAC activities to the SSQP and perform reasonable TAC-assigned follow-up tasks or special committee work.
- LWA will attend Steering Committee meetings to support the SSQP Steering Committee members.
- LWA will attend coordination meetings with the regulated entities to prepare for Steering Committee meetings. LWA will provide representation specific to the SSQP at these meetings.
- LWA will provide technical support evaluating Delta RMP proposals and programs.
- LWA will lead the pathogen subcommittee as a joint activity with the City of Sacramento and the Sacramento Regional County Sanitation District.

Task 4.6 Region-wide Permit Reissuance Support

The Consulting team will provide as-needed support to the SSQP in development, review, and commenting on the Region-wide permit as well as implementation of the permit if it is adopted in 2015-16. The Consulting Team will participate, on request, in permit development meetings with the stakeholders, including but not limited to the Regional Water Board, other MS4s, non-governmental organizations, and other regulatory agencies. The Consulting Team will provide technical comments on proposed Region-wide permit language, administrative drafts, and the tentative order. The Consulting Team will be available for as-needed technical support at hearings, including preparation of presentation materials. On request, the Consulting Team will coordinate with the SSQP in the implementation strategy for permit requirements including developing the 5-year Stormwater Management Plan (SWMP), developing cost estimates, and scope-of-work evaluations.

TASK 5 PROJECT COORDINATION [38,380]

The Consulting Team will provide staff planning to ensure a high level of responsiveness for all work and will provide SSQP with coordination of meetings, teleconferences, video conferences, note taking, and project progress reporting.

Task 5.1 Project Coordination and Planning

LWA will provide project management to ensure that the project is completed on time and within budget, including project coordination and administration necessary to achieve the tasks previously described and periodic communications with the SSQP and subcontractors. Consulting Team will provide qualified staff to complete all tasks as described in the preceding Scope of Services.

LWA will schedule, prepare for and attend bi-monthly progress meetings with the SSQP to discuss progress and results of the monitoring program. LWA will prepare an agenda and distribute it to SSQP agencies in advance of each scheduled progress meeting. At the request of the SSQP, LWA may schedule bi-monthly monitoring or effectiveness evaluation work group teleconferences in those

months without progress meetings. At the request of the SSQP, LWA will periodically attend the Permittee meetings to update the Permittees on water quality regulatory issues.

LWA will produce Progress Reports for review at the progress meetings as needed to keep the SSQP appraised of work progress, schedule and budget status.

LWA will submit a monthly invoice with detailed budget status information on a subtask basis and a monthly written report describing project activities and expenditures during the period covered by the invoice.

TASK 6 CITY OF SACRAMENTO TECHNICAL AND REGULATORY TASKS [$51,800]

LWA will provide as-needed services to the City of Sacramento that will not be billed to other SSQP members. It is expected that services will include work related to the sampling, drinking water, and water quality regulatory and monitoring issues specific to the City of Sacramento.

Task 6.1 Regulatory Expertise

LWA will provide policy analysis and communication support to the City of Sacramento related to water quality initiatives. Sacramento-San Joaquin Delta (Delta) issues include, but are not limited to, the Delta Plan, Delta Science Program, California Water Fix, California Ecorestore (formerly BDCP), and Bay-Delta Water Quality Control Plan amendments. Federal, statewide and other regional issues may also be covered on request by City of Sacramento staff. These services will be in addition to the support provided to the SSQP in this Scope of Services. LWA is not expected to attend all meetings related to the noted policy efforts, but the City may request representation or assistance at key meetings. Services to be provided include the review of selected portions of key Delta related reports and preparation of draft comments in support of applicable discharger considerations. Services may also provide assistance with tracking schedules for upcoming key documents, recommendations for follow-up activities including additional policies and reports to track, and input on guiding principles. LWA will provide recommendations for input on other State Board or Central Valley Regional Water Board policies in support of discharger considerations, or additional support for follow-up on Delta policies.

Task 6.2 As Needed Regulatory, Compliance, and Field Services

Consulting Team will provide as-needed assistance to the City of Sacramento related to comment preparation on stormwater management plans and compliance assistance for City of Sacramento facilities and water quality regulatory and monitoring issues specific to the City of Sacramento. Consulting Team will provide as-needed field and analytical laboratory services related to inspections, illicit discharges, regulatory compliance, and spill response.

NOTES TO SCOPE OF SERVICES

The period during which the LWA and Consulting Team services described herein will be performed approximately from August 2015 through October 2016. However, upon mutual consent of City of Sacramento and LWA, some activities may extend beyond this time period.

Remaining budget from FY2015/2016 may be utilized for assignments continuing in FY2016/2017.

EXHIBIT B

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS

FEE SCHEDULE/MANNER OF PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of $_____600,000_____.

2. **Billable Rates.**

   CONTRACTOR shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum or other basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein. [Attach list of billable rates that apply, labeled "Attachment 1 to Exhibit B".]

3. **CONTRACTOR's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.

4. **Payments to CONTRACTOR.**

   A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.

   B. All invoices submitted by CONTRACTOR shall contain the following information:

      (1) Job Name
      (2) Description of services billed under this invoice, and overall status of project
      (3) Date of Invoice Issuance
      (4) Sequential Invoice Number
      (5) CITY's Purchase Order Number
      (6) Total Contract Amount
      (7) Amount of this Invoice (Itemize all Reimbursable Expenses)
      (8) Total Billed to Date
      (9) Total Remaining on Contract
      (10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.

   C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described above.

D. Requests for payment shall be sent to:

City of Sacramento, Department of Utilities
1395 35th Ave, Sacramento, CA 95822
(916) 808-1449/Phone (916) 808-1497/Fax

Attn: Dalia Fadl

5. **Additional Services.** Additional Services are those services related to the scope of services of CONTRACTOR set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by CITY in accordance with CITY's Supplemental Agreement procedures. CITY reserves the right to perform any Additional Services with its own staff or to retain other consultants to perform said Additional Services.

6. **Accounting Records of CONTRACTOR.** During performance of this Agreement and for a period of three (3) years after completing all Services and Additional Services hereunder, CONTRACTOR shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONTRACTOR's costs for all Services and Additional Services performed under this Agreement and records of CONTRACTOR's Reimbursable Expenses, in accordance with generally accepted accounting practices, and shall keep and make such records available for inspection and audit by representatives of the CITY upon reasonable written notice.

7. **Taxes.** CONTRACTOR shall pay, when and as due, any and all taxes incurred as a result of CONTRACTOR's compensation hereunder, including estimated taxes, and shall provide CITY with proof of such payment upon request. CONTRACTOR hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONTRACTOR's breach of this Section 7.

Attachment 1 to Exhibit B

Sacramento Stormwater Quality Partnership 2015-16 Monitoring and Regulatory Support Budget Estimate - Alternate Approach Adopted

Task	DESCRIPTION	LABOR HOURS					LAB COSTS [1]	OTHER DIRECT COSTS	TOTALS [1]
		Principal	Associate	SENIOR ENG./SCI.	STAFF ENG./SCI. II	STAFF ENG./ SCI.			
	Monitoring Management								
1.1	Preseason Preparations	40	0	12	136	136	$ 1,500	$ 1,240	$ 60,800
1.2	Inter-event Preparations	16	0	0	96	40	$ -	$ 2,500	$ 30,020
1.3	Event and Post-event Logistics and Review	16	0	0	48	64	$ -	$ 1,200	$ 23,680
	Sub TOTAL LABOR HOURS	72	0	12	280	240			
	Sub TOTAL COSTS						$ 1,500	$ 4,940	$114,500
	Alternative Monitoring Program								
2.1	Sample Collection	4	0	0	96	96	$ 56,975	$ 25,190	$114,905
2.2	Reporting	40	0	12	130	64	$ -	$ 100	$ 46,280
	Sub TOTAL LABOR HOURS	44	0	12	226	160			
	Sub TOTAL COSTS						$ 56,975	$ 25,290	$161,185
	Compliance Reporting								
3.1	Notice of Water Quality Exceedance	8	0	0	32	0	$ -	$ -	$ 7,880
3.2	Report of Water Quality Exceedance	8	0	0	40	0	$ -	$ -	$ 9,320
3.3	Regional Annual Report	16	0	0	56	24	$ -	$ -	$ 17,920
3.4	Response to Regulatory Requests	24	0	0	12	12	$ -	$ 200	$ 10,520
	Sub TOTAL LABOR HOURS	56	0	0	140	36			
	Sub TOTAL COSTS						$ -	$ 200	$ 45,640
	Technical Expertise								
4.1	Watershed Modeling Pilot Program	64	40	0	144	64	$ -	$ 120	$ 62,200
4.2	Target Pollutant and TMDL Implementation Support	64	0	0	40	24	$ -	$ 150	$ 27,910
4.3	TMDL, Central Valley and Statewide Water Quality Policy Tracking	32	0	0	40	36	$ -	$ 150	$ 21,230
4.4	Delta Policy Support	32	0	40	0	0	$ -	$ 155	$ 17,235
4.5	Delta Regional Monitoring Program Participation	100	0	0	40	0	$ -	$ 800	$ 34,500
4.6	Region-wide Permit Reissuance Support	64	0	24	16	0	$ -	$ 420	$ 25,420
	Sub TOTAL LABOR HOURS	356	40	64	280	124			
	Sub TOTAL COSTS						$ -	$ 1,795	$188,495
	Project Coordination								
5.1	Project Coordination and Planning	80	12	24	48	0	$ -	$ 500	$ 38,380
	Sub TOTAL LABOR HOURS	80	12	24	48	0			
	Sub TOTAL COSTS						$ -	$ 500	$ 38,380
	SSQP TOTAL LABOR HOURS	608	52	112	974	560			
	SSQP TOTAL COSTS						$ 58,475	$ 32,725	$548,200
	City of Sacramento Technical and Regulatory Tasks								
6.1	Regulatory Expertise	64	0	0	8	40	$ -	$ 250	$ 24,650
6.2	As Needed Regulatory, Compliance, and Field Services	64	0	0	8	40	$ 2,500	$ 250	$ 27,150
	Sub TOTAL LABOR HOURS	128	0	0	16	80			
	Sub TOTAL COSTS						$ 2,500	$ 500	$ 51,800
	GRAND TOTAL	736	52	112	990	640	$ 60,975	$ 33,225	$ 600,000

Notes:
[1] Includes 10% LWA markup for lab costs and subcontractor labor.

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall [*check one*] ✓ Not furnish any facilities or equipment for this Agreement;

or

_____ Furnish the following facilities or equipment for the Agreement [*list, if applicable*]:

EXHIBIT D

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS

GENERAL PROVISIONS

1. Independent Contractor.

A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)

B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.

C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.

D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform

services for, or be employed by such additional persons or companies as CONTRACTOR sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.

3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.

4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.

5. **Conflicts of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.

6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and

technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7. CONTRACTOR Information.

A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.

B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual "trade secret" designation of such information.

D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

8. **Standard of Performance.** CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

9. **Term; Suspension; Termination.**

A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

B. CITY shall have the right at any time to temporarily suspend CONTRACTOR's performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.

C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:

(1) CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.

(2) CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services rendered by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

10. Indemnity.

A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, damages, costs, liabilities, demands, losses, judgments, penalties and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Claims"), including but not limited to Claims arising from personal injury or death, damage to personal, real, or intellectual property, or the environment, contractual or other economic damages, or regulatory penalties, that arise out of, pertain to, or relate to any negligent act or omission, recklessness, or willful misconduct of CONTRACTOR, its sub-consultants, subcontractors, or agents, and their respective officers and employees, in connection with performance of or failure to perform this Agreement, whether or not such Claims are litigated, settled, or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage, or expense to the extent arising from (i) the sole negligence or willful misconduct of, or defects in design furnished by, CITY, its agents, servants, or independent contractors who are directly responsible to CITY, or (ii) the active negligence of CITY.

B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits, or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

11. Insurance Requirements. During the entire term of this Agreement, CONTRACTOR shall maintain the insurance coverage described in this Section 11.

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the CITY.

It is understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the CONTRACTOR in connection with this Agreement.

A. Minimum Scope & Limits of Insurance Coverage

(1) Commercial General Liability Insurance providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of CONTRACTOR, its sub-consultants, and

subcontractors, products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors, and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors, with limits of not less than one million dollars ($1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

(2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than one million dollars ($1,000,000) per accident. The policy shall provide coverage for owned, non-owned, and/or hired autos as appropriate to the operations of the CONTRACTOR.

No automobile liability insurance shall be required if CONTRACTOR completes the following certification:

> "I certify that a motor vehicle will not be used in the performance of any work or services under this agreement." _____ (CONTRACTOR initials)

(3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars ($1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of the CITY. If no work or services will be performed on or at CITY facilities or CITY Property, the CITY Representative may waive this requirement by selecting the option below:

> Workers' Compensation waiver of subrogation in favor of the CITY is not required. _____ (CITY Representative initials)

No Workers' Compensation insurance shall be required if CONTRACTOR completes the following certification:

> "I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance." _____ (CONTRACTOR initials)

(4) Professional Liability Insurance providing coverage on a claims made basis for errors, omissions, or malpractice with limits of not less than one million ($1,000,000) dollars. Professional Liability (Errors and Omissions) insurance:

Is ✓ Is not _____ *[check one]* required for this Agreement.

If required, such coverage must be continued for at least _____ year(s) following the completion of all Services and Additional Services under this Agreement. The retroactive date must be prior to the date this Agreement is approved or any Services are performed.

B. Additional Insured Coverage

(1) Commercial General Liability Insurance: The CITY, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of CONTRACTOR, its sub-consultants, and subcontractors; products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors; and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors.

(2) Automobile Liability Insurance: The CITY, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

(1) Except for professional liability, CONTRACTOR's insurance coverage, including excess insurance, shall be primary insurance as respects CITY, its officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees, or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

(2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees, or volunteers.

(3) Coverage shall state that CONTRACTOR'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.

(4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 11 must be declared to and approved by the CITY in writing prior to execution of this Agreement.

E. Verification of Coverage

(1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.

(2) For all insurance policy renewals during the term of this Agreement, CONTRACTOR shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento
c/o Ebix RCS
Reference #: (This number will be provided by EBIX after Agreement approval.)
PO Box 257
Portland, MI 48875-0257

Insurance certificates also may be faxed to (770) 325-3340, or e-mailed to: CertsOnly-Portland@ebix.com

(3) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CONTRACTOR or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

F. Subcontractors

CONTRACTOR shall require and verify that all sub-consultants and subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

12. Equal Employment Opportunity. During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".

B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.

D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:

(1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;

(2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.

13. Entire Agreement. This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.

14. Severability. If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

15. Waiver. Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

16. Enforcement of Agreement. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to

jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.

18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.

19. **Use Tax Requirements.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

    A. Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.

    B. Sellers Permit: For any construction contract and any construction subcontract in the amount of $5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.

    C. The above provisions shall apply in all instances unless prohibited by the funding source for the Agreement.

EXHIBIT E

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits Code (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding $100,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

The Ordinance does not apply: to subcontractors or subcontracts of any Contractor or contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to permits for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

DEFINITIONS

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting

utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

"Contractor" means any person or persons, firm, partnership, corporation, company, or combination thereof, that enters into a Contract with the City. "Contractor" does not include a public entity.

"Domestic Partner" means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

"Employee Benefits" means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees. "Employee benefits" shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

CONTRACTOR'S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee's name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

(a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form, signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.

(b) The Contractor shall give each existing employee working directly on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as Attachment "A."

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment "B."

Attachment A

YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

On _____ (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for _____ (contract details), and as a condition of that contract, agreed to abide by the requirements of the City's Non-Discrimination In Employee Benefits Code (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

You May . . .

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

  City of Sacramento
  Procurement Services Division
  915 I Street, Second Floor
  Sacramento, CA 95814

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:

  - Reinstatement, injunctive relief, compensatory damages and punitive damages

  - Reasonable attorney's fees and costs

Attachment B

YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

If you feel you have been discriminated against by your employer . . .

You May . . .

○ Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services Division
915 I Street, Second Floor
Sacramento, CA 95814

○ Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . .

You May Also . . .

Submit a written complaint to the City of Sacramento, Contract Services Unit, at the same address, containing the details of the alleged violation.

LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM
5% PREFERENCE FORM

NOTE: Proposers must provide responses to the following items. Failure to provide a response to each of the items in this section may be grounds for rejection of the proposal.

1. LBE FIVE PERCENT (5%) PREFERENCE

On April 3, 2012, the Sacramento City Council adopted a Local Business Enterprise (LBE) Preference Program to provide enhanced opportunities for the participation of local business enterprises (LBEs) in the City's contracting and procurement activities. On November 19, 2013, City Council increased the LBE preference and authorized City departments to require minimum LBE participation levels in individual contracts.

Local Business Enterprise means a business enterprise, including but not limited to, a sole proprietorship, partnership, limited liability company, corporation, or other business entity that has a legitimate business presence in the city or unincorporated county of Sacramento. Evidence of legitimate business presence in the city or unincorporated county of Sacramento shall include:

1. Having a current City of Sacramento Business Operation Tax or County of Sacramento Business License for at least twelve (12) consecutive months prior to submission of bid; and
2. Having either of the following types of offices or workspace operating legally within the city or unincorporated county of Sacramento for at least twelve (12) consecutive months prior to submission of bid:
    a. The LBE's principle business office or workspace; or
    b. The LBE's regional, branch or satellite office with at least one full time employee located in the city or unincorporated county of Sacramento.

A. LOCAL BUSINESS ENTERPRISE (LBE)

Is the firm submitting the bid qualified as a local business enterprise? Check the appropriate box below:

☐ **YES** - the firm submitting the bid is qualified as a local business enterprise.

☑ **NO** - the firm submitting the bid is not qualified as a local business enterprise.

If the response to the above is YES, provide the City of Sacramento Business Operations Tax Certificate Number and/or County of Sacramento Business License Number:

_____

If the response to the above is YES, provide a current copy of the City of Sacramento Business Operations Tax Certificate and/or County of Sacramento Business License.

If the response to the above is YES, provide business office or workspace address*:

_____

_____

_____

* Address must be a physical address for the basis of location, this excludes P.O. Box addresses.

LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM
5% PREFERENCE FORM

NOTE: Proposers must provide responses to the following items. Failure to provide a response to each of the items in this section may be grounds for rejection of the proposal.

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A. LOCAL BUSINESS ENTERPRISE (LBE)

Is the firm submitting the bid qualified as a local business enterprise? Check the appropriate box below:

☑ **YES** - the firm submitting the bid is qualified as a local business enterprise.

☐ **NO** - the firm submitting the bid is not qualified as a local business enterprise.

If the response to the above is YES, provide the City of Sacramento Business Operations Tax Certificate Number and/or County of Sacramento Business License Number:

104890

If the response to the above is YES, provide a current copy of the City of Sacramento Business Operations Tax Certificate and/or County of Sacramento Business License.

If the response to the above is YES, provide business office or workspace address*:

CDM Smith Inc.
1755 Creekside Oaks Drive, Suite 200
Sacramento CA 95833

Note:
The CDM Smith office has moved from 2150 River Plaza Drive as listed on business license. The new address has been recorded by the City

* Address must be a physical address for the basis of location, this excludes P.O. Box addresses.

Chris Park
Planner

parkce@cdmsmith.com
tel: +1 916 567-9900
direct: +1 916 576-7497
fax: +1 916 564-4195

1755 Creekside Oaks Drive, Suite 200
Sacramento, California 95833
cdmsmith.com

WATER + ENVIRONMENT + TRANSPORTATION + ENERGY + FACILITIES

MUST BE POSTED IN CONSPICUOUS PLACE

City of SACRAMENTO

104890

BUSINESS OPERATIONS TAX CERTIFICATE

		FROM Mo. Day Yr.	TO Mo. Day Yr.
Business Name	CDM SMITH INC.		
Business Address	2150 RIVER PLAZA DR 165		
Owner	- CDM SMITH INC.	01/01/2014	12/31/2014
Type of Business	ENGINEERING CONSULTANTS		
Tax Classification	401		Expires

CITY OF SACRAMENTO

FEB 27 2014

PAID

CDM SMITH INC.
TAX DEPT - SO HAMPSHIRE ST
50 HAMPSHIRE ST
CAMBRIDGE, MA 02139- 1548

VOID IF NOT VALIDATED

This certificate is not to be construed as a business license or imply that the City of Sacramento has investigated, or approves or recommends, the holder of this certificate. Any representation to the contrary is fraudulent. (This certificate must be renewed within 30 days of expiration).

104890

TOTAL PAID: $1,240.13

THIS STUB MAY BE FOLDED/DETACHED BEFORE POSTING

MUST BE POSTED IN CONSPICUOUS PLACE

City of SACRAMENTO

104890

BUSINESS OPERATIONS TAX CERTIFICATE

		FROM Mo. Day Yr.	TO Mo. Day Yr.
Business Name	CDM SMITH INC.		
Business Address	2150 RIVER PLAZA DR 165		
Owner	- CDM SMITH INC.	01/01/2015	12/31/2015
Type of Business	ENGINEERING CONSULTANTS		
Tax Classification	401		Expires

CITY OF SACRAMENTO

APR 09 2015

PAID

CDM SMITH INC.
TAX DEPT
75 STATE ST 701
BOSTON, MA 02109

VOID
IF NOT
VALIDATED

This certificate is not to be construed as a business license or imply that the City of Sacramento has investigated, or approves or recommends, the holder of this certificate. Any representation to the contrary is fraudulent. (This certificate must be renewed within 30 days of expiration).

104890

TOTAL
PAID: $1,250.10

THIS STUB MAY BE FOLDED/DETACHED BEFORE POSTING

LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM
5% PREFERENCE FORM

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A. LOCAL BUSINESS ENTERPRISE (LBE)

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☑ **YES** - the firm submitting the bid is qualified as a local business enterprise.

☐ **NO** - the firm submitting the bid is not qualified as a local business enterprise.

If the response to the above is YES, provide the City of Sacramento Business Operations Tax Certificate Number and/or County of Sacramento Business License Number:

134170

If the response to the above is YES, provide a current copy of the City of Sacramento Business Operations Tax Certificate and/or County of Sacramento Business License.

If the response to the above is YES, provide business office or workspace address*:

Michael Baker International
4540 Duckhorn Drive, Suite 202
Sacramento, CA 95834

* Address must be a physical address for the basis of location, this excludes P.O. Box addresses.

Note:
Michael Baker International was established in 2013, however the California Corporation name change is still in process. As of May 4, 2015, the firm is still incorporated in California under the name RBF Consulting. The update to Michael Baker International is anticipated to be complete in July. The provided City of Sacramento Business Licenses are still accurate in terms of matching the name of the organization incorporated in California.

MUST BE POSTED IN CONSPICUOUS PLACE

134170

City of SACRAMENTO

BUSINESS OPERATIONS TAX CERTIFICATE

		FROM Mo. Day Yr.	TO Mo. Day Yr.
Business Name	RBF CONSULTING		
Business Address	2101 ARENA BLVD 250		
Owner	ROBERT S KALLENBAUGH	01/01/2014	12/31/2014
Type of Business	CIVIL ENGINEERING		
Tax Classification	402A		Expires

CITY OF SACRAMENTO

FEB 27 2014

PAID

RBF CONSULTING
ACCOUNTING
14725 ALTON PKWY
IRVINE, CA 92618-2027

VOID IF NOT VALIDATED

This certificate is not to be construed as a business license or imply that the City of Sacramento has investigated, or approves or recommends, the holder of this certificate. Any representation to the contrary is fraudulent. (This certificate must be renewed within 30 days of expiration).

MUST BE POSTED IN CONSPICUOUS PLACE

134170

City of SACRAMENTO

BUSINESS OPERATIONS TAX CERTIFICATE

		FROM Mo. Day Yr.	TO Mo. Day Yr.
Business Name	RBF CONSULTING		
Business Address	4540 DUCKHORN DR 202		
Owner	ROBERT S KALLENBAUGH	01/01/2015	12/31/2015
Type of Business	CIVIL ENGINEERING		
Tax Classification	402A		Expires

CITY OF SACRAMENTO

JAN 13 2015

PAID

VOID IF NOT VALIDATED

RBF CONSULTING
ACCOUNTING
14725 ALTON PKWY
IRVINE, CA 92618-2027

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LOCAL BUSINESS ENTERPRISE (LBE) PROGRAM
5% PREFERENCE FORM

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    b. The LBE's regional, branch or satellite office with at least one full time employee located in the city or unincorporated county of Sacramento.

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If the response to the above is YES, provide business office or workspace address*:

_____

_____

_____

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Client#: 422 LARRYWALK

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/24/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Dealey, Renton & Associates
P. O. Box 12675
Oakland, CA 94604-2675
510 465-3090 Mandy Guo

CONTACT NAME: Doris A. Chambers
PHONE (A/C, No, Ext): 510 465-3090 FAX (A/C, No): 510 452-2193
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Indemnity Co. of Conn	25682
INSURER B : Travelers Property Casualty Co	25674
INSURER C : American Automobile Ins. Co.	21849
INSURER D : Greenwich Insurance Company	22322
INSURER E :	
INSURER F :	

INSURED
Larry Walker Associates, Inc.
707 Fourth Street, Suite 200
Davis, CA 95616-4124

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X	X	6803C998380	04/01/2015	04/01/2016	EACH OCCURRENCE	$2,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$2,000,000
							GENERAL AGGREGATE	$4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$4,000,000
	POLICY X PRO-JECT LOC							$
B	AUTOMOBILE LIABILITY	X	X	BA3C999002	04/01/2015	04/01/2016	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR	X	X	CUP3C999260	04/01/2015	04/01/2016	EACH OCCURRENCE	$1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$1,000,000
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	WZP81024754	04/01/2015	04/01/2016	X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
D	Professional Liability			PEC003092705	04/01/2015	04/01/2016	$2,000,000 per Claim $4,000,000 Annl Aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

GENERAL LIABILITY POLICY EXCLUDES CLAIMS ARISING OUT OF THE PERFORMANCE OF PROFESSIONAL SERVICES. REF: ALL OPERATIONS OF THE NAMED INSURED. GENERAL LIABILITY/AUTOMOBILE LIABILITY ADDITIONAL INSURED: City of Sacramento, its officials, employees and volunteers. Commercial General Liability is primary and non contributory and includes severability of interests per policy form. Waiver of Subrogation applies to Commercial General Liability, Automobile Liability and Workers Compensation.

CERTIFICATE HOLDER

City of Sacramento
Attn: Dalia Fadl
1395 - 35th Avenue
Sacramento, CA 95822

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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POLICY NUMBER: 6803C998380

COMMERICAL GENERAL LIABILITY
ISSUE DATE: 04/01/2015

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S): City of Sacramento
Attn: Dalia Fadl
1395 - 35th Avenue
Sacramento, CA 95822

PROJECT/LOCATION OF COVERED OPERATIONS:

NAME OF PERSON OR ORGANIZATION CONTINUATION: City of Sacramento, its officials, employees and volunteers

PROVISIONS

A. The following is added to WHO IS AN INSURED (Section II):
The person or organization shown in the Schedule above is an additional insured on this Coverage Part, but only with respect to liability for bodily injury", 'property damage" or 'personal injury caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

a. In the performance of your ongoing operations;

b. In connection with premises owned by or rented to you; or

C. In connection with your work and included within the "products-completed operations hazard."

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury' for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

d. This insurance does not apply to the rendering of or failure to render any "professional services".

e. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that 'contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the LIMITS OF INSURANCE (Section III) for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):
However, if you specifically agree in a contract or agreement requiring insurance that, for the additional insured shown in the Schedule, the insurance provided to that additional insured under this

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Includes the copyrighted material of Insurance Services Office Inc., with its permission

Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance" for such additional insured. But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when the additional insured is also an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against the additional insured shown in the Schedule above because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" on or for the project, or at the location, shown in the Schedule above, performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that additional insured. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with that additional insured entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to DEFINITIONS (Section V):

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include the person or organization shown in the Schedule as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

a. After you have entered into that contract or agreement;

b. While that part of the contract or agreement is in effect; and

c. Before the end of the policy period.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement effective 04/01/2015	
Named Insured Larry Walker Associates, Inc.	Countersigned by

(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s):

NAME OF PERSON OR ORGANIZATION CONTINUATION: City of Sacramento, its officials, employees and volunteers

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

Copyright, Insurance Services Office, Inc., 1998

Insured: Larry Walker Associates, Inc.

Policy Number: WZP81024754

Effective Date: 04/01/2015

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization	Job Description
City of Sacramento Attn: Dalia Fadl 1395 - 35th Avenue Sacramento, CA 95822	SCHEDULE CONTINUATION: City of Sacramento, its officials, employees and volunteers

Countersigned by _____
Authorized Representative

Form WC 04 03 06 **(1)** Printed in U.S.A.
Process Date: **Policy Expiration Date:**

YEAR

CALIFORNIA FORM

2015 Withholding Exemption Certificate 590

The payee completes this form and submits it to the withholding agent.

Withholding Agent (Type or print)

Name

Payee

Name: Larry Walker Associates, Inc.

☐ SSN or ITIN ☑ FEIN ☐ CA Corp no. ☐ CA SOS file no.: 9 4 - 2 6 1 0 6 6 8

Address (apt./ste., room, PO Box, or PMB no.): 707 4th Street, Suite 200

City (If you have a foreign address, see instructions.): Davis

State: CA

ZIP Code: 95616

Exemption Reason

Check only one reason box below that applies to the payee.

By checking the appropriate box below, the Payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

☐ **Individuals — Certification of Residency:**
I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☑ **Corporations:**
The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☐ **Partnerships or Limited Liability Companies (LLCs):**
The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

☐ **Tax-Exempt Entities:**
The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

☐ **Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit Sharing Plans:**
The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

☐ **California Trusts:**
At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.

☐ **Estates — Certification of Residency of Deceased Person:**
I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

☐ **Nonmilitary Spouse of a Military Servicemember:**
I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE OF PAYEE: Payee must complete and sign below.

Under penalties of perjury, I hereby certify that the information provided in this document is, to the best of my knowledge, true and correct. If conditions change, I will promptly notify the withholding agent.

Payee's name and title (type or print) Michelle Benson Telephone (530) 753-6400

Payee's signature ▶ Michelle Benson Date 7/24/2015

For Privacy Notice, get FTB 1131 ENG/SP.

7061153

Form 590 C2 2014

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See **Specific Instructions** on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Larry Walker Associates, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
707 Fourth Street, Suite 200

Requester's name and address (optional)

6 City, state, and ZIP code
Davis, CA 95616

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
9 4 – 2 6 1 0 6 6 8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here **Signature of U.S. person ▶** Michelle Benson Digitally signed by Michelle Benson DN: cn=Michelle Benson, o=Larry Walker Associates, Inc., ou, email=michelleb@lwa.com, c=US Date: 2015.02.09 16:37:54 -08'00' **Date ▶** February 9, 2015

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Meeting Date: **9/1/2015**

Report Type: Consent

Report ID: 2015-00673

City of SACRAMENTO 17

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Title: 2013-2017 Consolidated Plan Substantial Amendment to include Housing Initiative and Promise Zone Areas (Continued from 08/25/2015)

Location: Citywide

Recommendation: Pass a Resolution adopting the 2013-2017 Consolidated Plan Substantial Amendment and authorizing submittal to the United States Department of Housing and Urban Development.

Contact: Geoffrey Ross, Program Manager, (916) 440-1393, Sacramento Housing and Redevelopment Agency

Presenter: Geoffrey Ross, Program Manager, (916) 440-1393, Sacramento Housing and Redevelopment Agency

Department: Sacramento Housing & Redevelopment Agency

Division: Sacramento Housing & Redevelopment Agency

Dept ID: 99991011

Attachments:

1-Description/Analysis

2-Background

3-Resolution

4-Exhibit A (City Consolidated Plan Target Areas Map)

City Attorney Review

Approved as to Form
Sheryl Patterson
8/18/2015 4:54:59 PM

Approvals/Acknowledgements

Department Director or Designee: LaShelle Dozier - 8/6/2015 4:32:00 PM

Description/Analysis

Issue: This report recommends approval of a Substantial Amendment to the 2013-2017 Consolidated Plan to add the new Downtown Housing Initiative and the Promise Zone areas, thereby updating the Consolidated Plan, and requests authorization to submit the amended plan to HUD. The Consolidated Plan is a five-year planning document covering the 2013-17 period (approved by City Council Resolution No. 2013-0010 and Housing Authority Resolution No. 2013-0001). The Consolidated Plan identifies the City's housing and community development needs and describes a long-term strategy to meet those needs. The Downtown Housing Initiative and Promise Zone areas encompass neighborhoods that have demonstrated need, but also have the capacity for positive neighborhood change due to the history and current levels of investment and community engagement and will serve as the 2013-17 Consolidated Plan Target Areas. A map of the specific target areas is included as Exhibit A. The target areas will be used to help guide Community Development Block Grant (CDBG) public facility and infrastructure investments.

Policy Considerations: The proposed Substantial Amendment to the Consolidated Plan is to update the Target Areas to be reflective of the Downtown Housing Initiative and the Promise Zone Initiative. The goals and objectives are consistent with the adopted Consolidated Plan and include assisting low- and moderate-income persons and areas with the following: community services, housing, homeless facilities and services, public improvements and facilities, economic development, and planning activities.

Economic Impacts: Not applicable.

Environmental Considerations: The proposed actions are considered administrative and management activities. As such, these actions do not constitute a project subject to environmental review under the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines Section 15378(b)(4). These actions are also exempt from environmental review under the National Environmental Policy Act (NEPA) per 24 CFR Section 58.34(a)(3) and (4).

Sustainability Considerations: The Consolidated Plan is consistent with the City's Sustainability Master Plan's Focus Area 5 – Public Health and Nutrition by improving residents' health, and providing a five-year planning document to improve health, nutrition, social and economic sustainability.

Commission Action: On August 5, 2015, the Sacramento Housing and Redevelopment Commission considered the staff recommendation for this item. The votes were as follows:

AYES:	Alcalay, Creswell, Griffin, Johnson, Morgan, Raab, Rios
NOS:	none
ABSENT:	Macedo, Painter
ABSTAIN:	none

Rationale for Recommendation: When a substantial amendment to the Consolidated Plan and/or One-Year Action Plan is proposed to carry out a new activity or program not previously described (purpose, scope, location and beneficiary), the Citizen Participation Plan (24 CFR Part 570.43), which is adopted at the same time as the original Consolidated Plan, requires the formal notice of a public hearing and citizen comment period per 24 CFR 91.105 and 505(b).

Financial Considerations: The Consolidated Plan Substantial Amendment is an administrative action and no additional funds are requested.

M/WBE/Local Business Enterprise (LBE), Section 3 and First Source Considerations: The Consolidated Plan Substantial Amendment recommended in this staff report is administrative therefore; there are no M/WBE or Section 3 requirements. The First Source Program is not applicable to this report. City LBE will be applied to applicable activities to the extent required by City policies.

Background

2013-2017 Consolidated Plan Substantial Amendment

In the Mayor's 2015 State of the City address, a new housing initiative was proposed for Downtown Sacramento. The Mayor proposed a goal of developing 10,000 places to live in the Downtown Sacramento area within the next ten years. The goal builds upon the momentum taking place in Downtown Sacramento and is based on four key elements: 1) Transit-Oriented Development that links transportation to housing and jobs; 2) Housing Conversion that repurposes vacant and blighted buildings; 3) Smart Housing that integrates seamless cutting-edge technology with flexible live/work environments; and 4) Rapid Re-housing focusing on off-street solutions for homeless individuals.

In the 2015 State of the Union Address, the President laid out an initiative to designate a number of high-poverty urban, rural and tribal communities as Promise Zones, where the federal government will partner with and invest in communities to accomplish the following goals: Create jobs, leverage private investment, increase economic activity, expand educational opportunities, and reduce violent crime.

On April 28, 2015, HUD announced Sacramento as one of the communities to receive a Promise Zone designation. The Promise Zone includes eight Property and Business Improvement Districts (PBIDs), one Implementation Grant Finalist community and one Choice Neighborhoods Initiative (CNI) Planning Grant community, and a myriad of diverse and eclectic neighborhoods each with its own unique identity. SHRA in partnership with key partners will work to coordinate resources, build capacity and create public-private partnerships to drive area revitalization. The partners have adopted the following five goals to improve the quality of life and accelerate revitalization:1) create jobs; 2) increase economic activity; 3) improve educational opportunities; 4) improve health and wellness; and 5) facilitate neighborhood revitalization.

The Downtown Housing Initiative and the Promise Zone Initiative have been integrated and incorporated into the 2013-2017 Consolidated Plan Target Areas. The revised Target Areas reflective of these initiatives can be seen on Exhibit A –Consolidated Plan Target Areas. The target areas will be used to help guide Community Development Block Grant (CDBG) public facility and infrastructure investments.

RESOLUTION NO. 2015 -

Adopted by the Sacramento City Council

On date of

APPROVAL AND AUTHORIZATION TO SUBMIT THE 2013–2017 CONSOLIDATED PLAN SUBSTANTIAL AMENDMENT

A. The U.S. Department of Housing and Urban Development (HUD) requires the adoption of a Five-Year Consolidated Plan to identify the programs and projects identified for expenditure of federal Community Development Block Grant (CDBG), HOME Investment Partnership Program (HOME), Housing Opportunities for Persons with AIDS/HIV (HOPWA) and Emergency Solutions Grant (ESG) funds.

B. Since 1982 the Sacramento Housing and Redevelopment Agency (SHRA), on behalf of the City of Sacramento, has served as the public entity designated to efficiently administer the CDBG program and was subsequently designated as the public entity to administer HOME, HOPWA and ESG funding originating from HUD.

C. On January 8, 2013 the 2013-2017 Consolidated Plan was adopted by Resolutions 2013-0001 and 2013-0010.

D. In the 2013 State of the Union Address, the President laid out an initiative to designate a number of high-poverty urban, rural and tribal communities as Promise Zones, where the federal government will partner with and invest in communities to accomplish the following goals: create jobs, leverage private investment, increase economic activity, expand educational opportunities, and reduce violent crime.

E. On April 28, 2015 HUD announced that Sacramento had been selected as one of the communities to receive the Promise Zone designation.

F. In the Mayor's 2015 State of the City Address, a new housing initiative was proposed for Downtown Sacramento. The Mayor proposed the goal of developing 10,000 places to live in the Downtown Sacramento area within the next ten years. The goal builds upon the momentum taking place in Downtown Sacramento and is based on four key elements: 1) Transit-Oriented Development that links transportation to housing and jobs; 2) Housing Conversion that repurposes vacant and blighted buildings; 3) Smart Housing that integrates seamless cutting-edge technology with flexible live/work environments; and 4) Rapid Re-housing focusing on off-street solutions for homeless individuals.

G. The proposed actions are considered administrative and management activities. As such, these actions do not constitute a project subject to environmental review under the California Environmental Quality Act (CEQA), as provided in

CEQA Guidelines Section 15378(b)(4). These actions are also exempt from environmental review under the National Environmental Policy Act (NEPA) per 24 CFR Section 58.34(a)(3) and (a)(4).

H. A duly noticed public hearing regarding this action was held before the Sacramento Housing and Redevelopment Commission on August 5, 2015.

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

Section 1. The above recitals, including the environmental recitals, are found to be true and correct.

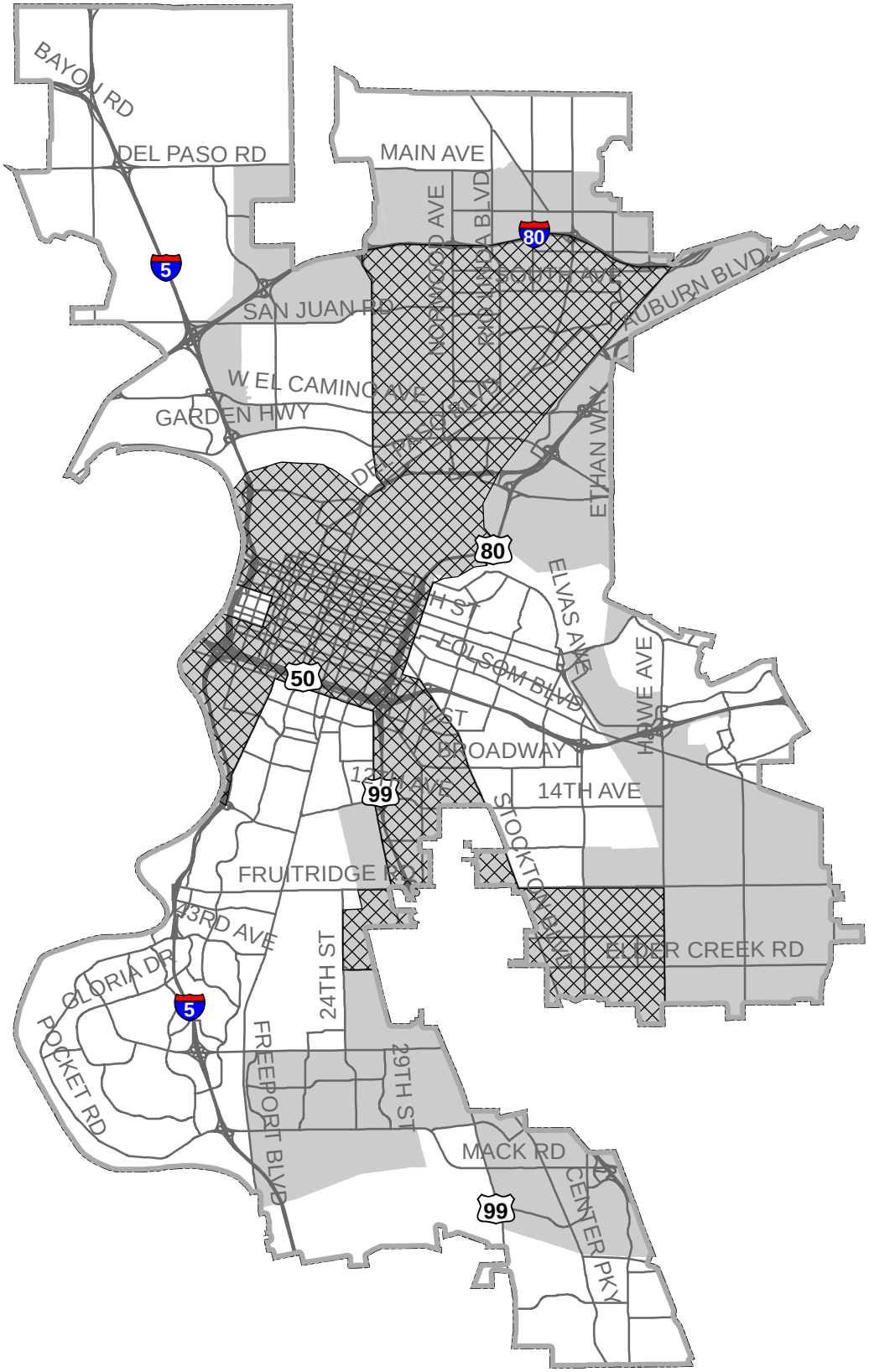
Section 2. The 2013-2017 Consolidated Plan Substantial Amendment to establish Consolidated Plan target areas as outlined in Exhibit A is hereby approved.

Section 3. SHRA is authorized to submit the 2013-2017 Consolidated Plan Substantial Amendment to HUD.

Table of Contents:

Exhibit A: Consolidated Plan Target Areas Map

Consolidated Plan Target Areas Map



City of Sacramento

ACH LowMod Census Tract

CDBG Priority Area

Miles
0 1.5 3

N

SHRA GIS
July 20, 2015

Meeting Date: **9/1/2015**

Report Type: Public Hearing

Report ID: 2015-00668

City of SACRAMENTO 18

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Title: Mixed Income Housing Ordinance Update (LR15-002) [Noticed 08/21/2015; Passed for Publication 08/25/2015; Published 08/28/2015]

Location: Citywide

Recommendation: Conduct a public hearing and upon conclusion, pass an Ordinance a) repealing and reenacting chapter 17.712 and b) adding section 17.808.260 to the Sacramento City Code, relating to residential projects contributing to the construction of affordable housing; 2) a Resolution establishing permit fees for new residential development; and 3) a Resolution adopting the Residential Nexus Analysis for the Housing Impact Fee authorized by Chapter 17.712 of the Sacramento City Code.

Contact: Greg Sandlund, Acting Infill Coordinator, (916) 808-8931; Jim McDonald AICP, CFM, Interim Principal Planner, (916) 808-5723, Community Development Department

Presenter: Greg Sandlund, Acting Infill Coordinator, (916) 808-8931, Community Development Department

Department: Community Development Dept

Division: Long Range Planning

Dept ID: 21001222

Attachments:

01-Description/Analysis
02-Background
03-Summary of Draft Ordinance
04-Summary of Changes since June 25
05-Resolution Adopting Nexus
06-Exhibit A Residential Nexus Analysis
07-Draft Mixed Income Housing Ordinance
08-Resolution Establishing Fees
09-Exhibit A Housing Impact Fee
10-Exhibit B Filing Fee for Protesting the Housing Impact Fee
11-Exhibit C Appeal Fee for Planning Director Determination of Housing Impact Fee
12-Exhibit D Application Fee for the Mixed Income Housing Strategy
13-Summary of Current Mixed Income Housing Ordinance
14-Current Mixed Income Housing Ordinance
15-Mixed Income Housing Ordinance Production
16-Frequently Asked Questions
17-Outreach Summary
18-Input from Community Workshops
19-November 2014 Charrette

20-May 4, 2015 Technical Review Group Meeting
21-Affordable Housing Programs in the Sacramento Region
22-April 23, 2015 Email from Pastor Joy Johns, Sacramento ACT President
23-June 16, 2015 Letter from the Midtown Business Association
24-June 16, 2015 Letter from the Downtown Sacramento Partnership
25-June 15, 2015 Letter from the North Natomas Community Coalition
26-June 25, 2015 Letter from the River District
27-Aug. 11, 2015 Letter from the R Street Partnership
28-Aug. 11, 2015 Email from John Hodgson

City Attorney Review

Approved as to Form
Jeffrey Heeren
8/25/2015 4:00:51 PM

Approvals/Acknowledgements

Department Director or Designee: Ryan Devore - 8/25/2015 10:03:29 AM

Description/Analysis

Issue Detail: On December 17, 2013, the City Council updated the Housing Element of the City's General Plan. The new Housing Element includes a policy to expand the current Mixed Income Housing Ordinance (Chapter 17.712 of City Code) Citywide to require developers to contribute towards the production of affordable housing.

The City faces an increasing need for affordable housing due to steady reductions in state and federal resources since the 1990s. The new citywide ordinance must be flexible, market sensitive, and responsive to the challenges of sustainable infill development, while helping to create new local resources to leverage new affordable housing development.

Staff is requesting that the City Council approve the draft ordinance, the resolution establishing the fees, and the resolution approving the draft nexus, found in Attachments 5 through 12. A summary of the draft ordinance can be found in Attachment 3. The staff report also includes background information to inform the discussion, including frequently asked questions, which can be found in Attachment 16.

Policy Considerations: Development of the draft Mixed Income Housing Ordinance has been guided by the City's goals and policies as established in the 2013-2021 Housing Element of the General Plan. These policies include:

H-2.2.6 Update the Mixed Income Housing Ordinance. The City shall revise its Mixed-Income Housing Ordinance to promote affordable housing Citywide and to require developers to contribute towards production of housing affordable to lower- and moderate-income households.

Implementation Program:

1. The City shall revise its Mixed-Income Housing Ordinance to promote affordable housing citywide and will require: 1) an affordable housing impact fee for all new housing units, and 2) large, single-family subdivisions to provide housing for a variety of incomes and family types.
   - Implements Which Policy(ies): H-1.2.3, H-2.2.4, H-2.2.6
   - Responsible Department: Community Development
   - Objective: Adapt the current Mixed Income Ordinance to create new affordable housing opportunities and mixed income communities while being flexible, market sensitive, and responsive to the challenges of infill development.

H-1.3.5 Housing Type Distribution. The City shall promote an equitable distribution of housing types for all income groups throughout the City and promote mixed income neighborhoods rather than creating concentrations of below-market-rate housing in certain areas.

H-2.2.4 Funding for Affordable Housing. The City shall pursue and maximize the use of all appropriate state, federal, local and private funding for the development, preservation, and rehabilitation of housing affordable for extremely low-, very

low-, low-, and moderate-income households, while maintaining economic competitiveness in the region.

H-2.3.1 **Avoiding Unnecessary Costs to Housing.** The City shall ensure that its policies, regulations, and procedures do not add unnecessary costs to housing and do not act as an obstacle to new housing development.

H-1.2.1 **Variety of Housing.** The City shall encourage the development and revitalization of neighborhoods that include a variety of housing tenure, size and types, such as second units, carriage homes, lofts, live-work spaces, cottages, and manufactured/modular housing.

Economic Impacts: The economic impacts of the draft ordinance will depend on the nature of the fees and exactions required by the citywide ordinance. As currently drafted, the new Mixed Income Housing Ordinance is comparable to other similar programs in the Sacramento Region. A comparison table can be found in Attachment 21.

Environmental Considerations: The proposed ordinance would not have any significant effect on the environment and exempt pursuant to California Environmental Quality Act Guidelines Section 15061(b)(3). Implementation Program 1 in the 2013-2021 Housing Element calls for the City to revise its Mixed-Income Housing ordinance "…to create new affordable housing opportunities and mixed income communities while being flexible, market sensitive, and responsive to the challenges of infill development." Revising the ordinance as proposed is consistent with this implementation program and the 2013-2021 Housing Element.

Sustainability: A sustainable community includes housing for current and future households of all income levels. An updated Mixed Income Housing Ordinance will help to implement the City's Housing Element, which is designed to provide housing opportunities for all residents.

Commission/Committee Action: On June 25, 2015, the Planning and Design Commission voted unanimously to forward the draft ordinance, the resolution establishing the fees, and the resolution approving the draft nexus to the City Council for approval. The Commission recommended the following changes that have since been incorporated into the draft ordinance and resolution establishing the fees:

1. Require an annual report to the Planning and Design Commission and City Council that details the funds collected, plans to spend the money, progress on Housing Element Goals, where the fees came from, where the units are being built, and any recommendations for future changes to the ordinance.
2. Move conversions of nonresidential buildings to residential buildings to the $0 fee rate category, and reevaluate this change in four years.

On August 11, 2015, the Law and Legislation Committee voted unanimously to forward the draft ordinance to the City Council for approval. Staff's responses to the Committee's questions are

documented in the Frequently Asked Questions (Attachment 16), specifically questions 3, 4, 5, and 18-20.

Rationale for Recommendation: The Mixed Income Housing Ordinance Update is a priority implementation program for the 2013-2021 Housing Element. The 15-year old ordinance needs to be modernized to reflect an infill growth model, limited local resources for affordable housing, and a new housing market that is still recovering and adapting to new demands and costs.

Financial Considerations: There are no direct financial considerations associated with this report.

Local Business Enterprise (LBE): The purchase of goods or services is not associated with this report.

Background

The issue of applying the Mixed Income Housing Ordinance citywide has been debated by the City Council for over 10 years as the City has developed new urban infill projects. The Mixed Income Housing Ordinance should be updated for the following reasons:

1. The current ordinance is inflexible, which restricts creative approaches to providing affordable housing.
2. Development under the current ordinance has not always resulted in mixed-income communities. Most of the affordable units are concentrated in large multi-family developments adjacent to single family homes affordable to above moderate-income families.
3. For-sale inclusionary units created by the ordinance have been difficult to market due to a narrow range of qualified buyers and eight percent have ended up in foreclosure.
4. The dissolution of Redevelopment has created a need to augment local affordable housing funding. The current ordinance's obligations exceed what the City can locally subsidize.
5. Fee revenue as proposed can be used to support affordable projects in areas throughout the City.
6. Infill development is difficult to do with a myriad of unforeseen costs. The new ordinance needs to be predictable and not create site design challenges.
7. There is a need to respond to the cyclical nature of the housing market.
8. A court case in 2009 (the Palmer Decision) calls into question the legality of requiring deed-restricted rental units.

As part of the outreach for the 2013-2021 Housing Element, staff developed a framework for a new ordinance in July 2013. After receiving feedback from stakeholder outreach, Commission workshops, a twelve member technical review group and three community workshops, staff revised the framework in March 2014. Staff then conducted further stakeholder outreach which culminated in a November 2014 charrette (a meeting in which various stakeholders in a project attempt to resolve conflicts and develop solutions) with an expanded technical review group. A summary of the November charrette can be found in Attachment 19.

With input from over two years of outreach, staff has developed a draft Mixed Income Housing Ordinance for your review (summary of draft ordinance is Attachment 3 and list of frequently asked questions from our outreach is in Attachment 16).

Public outreach efforts for the current update of the Mixed Income Housing Ordinance began in 2012 and is summarized Attachment 17.

Summary of the Draft Mixed Income Housing Ordinance

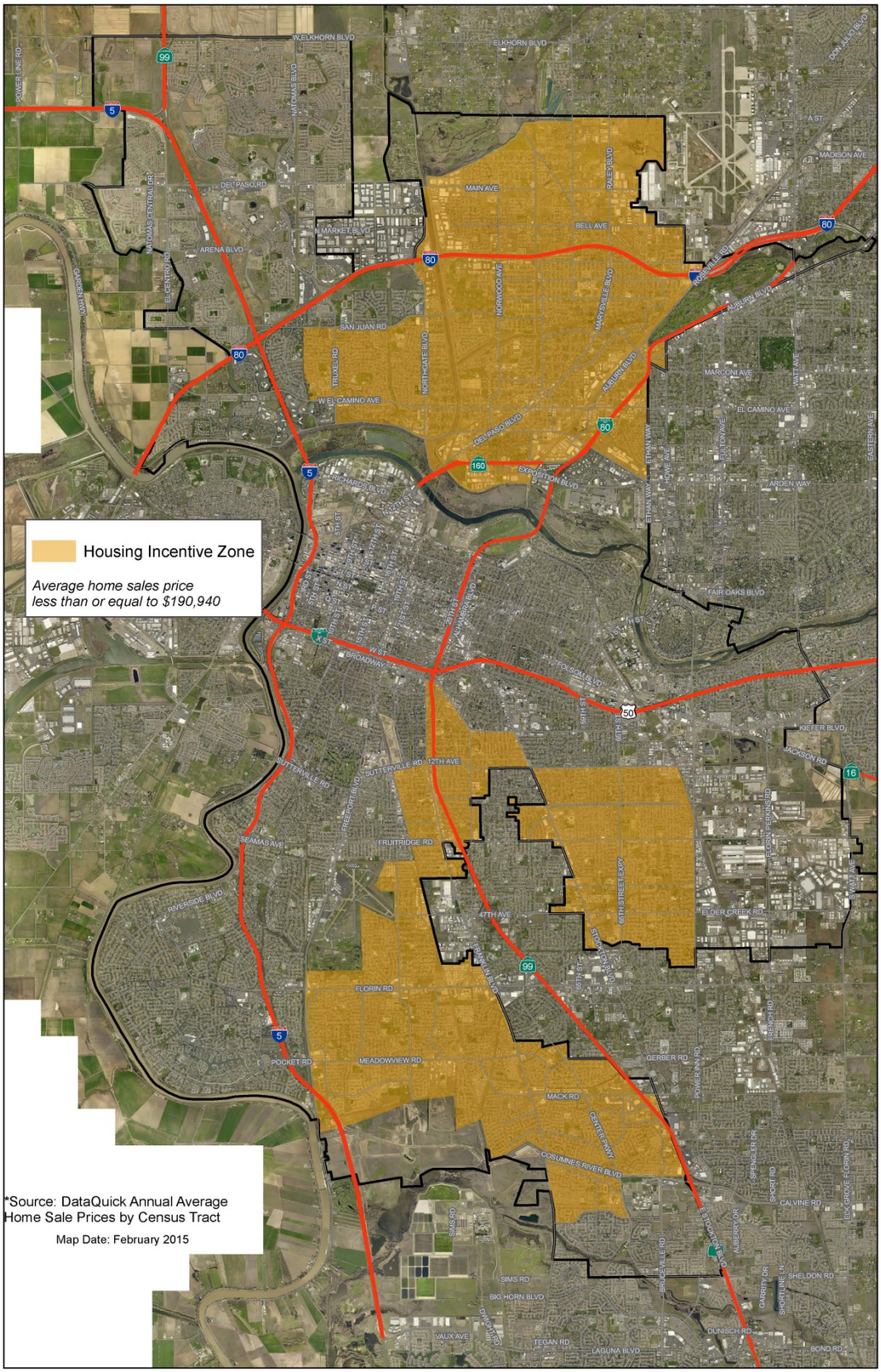
1. Applies citywide.

2. All housing units pay a fee of $2.58 per square foot, indexed annually.

3. 100+ acre projects may either:
   a. Comply with an existing approved inclusionary housing plan, OR
   b. Pay the fee AND develop a mixed income housing strategy to provide housing for a variety of incomes and family types that is consistent with Housing Element policy.
      i. The mixed income housing strategy may provide for a fee credit for land dedication, construction of affordable dwelling units, or other mechanism which leads to the provision of affordable housing. To receive a fee credit, the following standards apply:
         - No multi-unit dwelling development consisting of more than 50% affordable units may be located within 400 feet of another multi-unit dwelling development with more than 50% affordable units.
         - The maximum amount of affordable units in any multi-unit dwelling produced per the ordinance shall be 150.
      ii. The mixed income housing strategy may provide for a fee credit for lots to be dedicated to a self-help/sweat equity housing developer. The value of the finished lots can be credited toward the fee.

4. Exempt projects include:
   a. Room additions.
   b. Second residential units.
   c. Developments with 10% regulated low income housing units.
   d. A new single-family home built by an owner-builder on his or her property.
   e. Projects with an in-force development agreement adopted prior to the current ordinance.
   f. Mobilehome parks.
   g. Development projects, not currently subject to the ordinance, which have received approval of site plan and design review and/or a tentative map prior to the effective date of the ordinance.
   h. Multi-unit dwelling developments that have submitted an application for site plan and design review prior to the effective date of the ordinance.
   i. Uninhabitable square footage (space without conditioned air).
   j. Community rooms for residential developments.

5. Projects with a reduced or $0 fee rate:
   a. High density multi-unit dwellings (40 dwelling units an acre) - $0.
   b. High density single unit dwellings (20 dwelling units an acre) - $0.
   c. Conversion of nonresidential buildings to residential use - $0.
   d. Projects located in the Housing Development Incentive Zone - $1.11.


Housing Incentive Zone
Average home sales price
less than or equal to $190,940
*Source: DataQuick Annual Average
Home Sale Prices by Census Tract
Map Date: February 2015

Summary of Changes
Since the June 25th Planning and Design Commission

Proposed Ordinance:

1. Added a new section requiring an annual report to the City Council, Planning and Design Commission, and Sacramento Housing and Redevelopment Commission.
2. Removed exemption for conversion of a nonresidential use to a residential use.
3. Clarified that a major modification of an entitled project that is exempt from the fee, would be defined as a project that has increased or decreased the amount of proposed units by 10%.

Fee Resolution:

1. Created a $0 fee for a conversion of a nonresidential use to a residential use. The fee amount will be reevaluated in four years.
2. Added a processing fee for the Mixed Income Housing Strategy.

RESOLUTION NO. 2015-

Adopted by the Sacramento City Council

XXXXX XX, 2015

ADOPTING THE RESIDENTIAL NEXUS ANALYSIS FOR THE HOUSING IMPACT FEE AUTHORIZED BY CHAPTER 17.712 OF THE SACRAMENTO CITY CODE

BACKGROUND

A. On December 17, 2013 the City Council updated the Housing Element of the City's General Plan. The new Housing Element includes Policy H-2.2.6, which requires the City to expand the current Mixed Income Housing Ordinance (Chapter 17.712 of City Code) to promote affordable housing citywide and to require developers to contribute towards the production of affordable housing.

B. The City contracted with Keyser Marston Associates to prepare a Residential Nexus Analysis for the Mixed Income Housing Ordinance ("Nexus Study") to quantify the impacts of new residential development on the need for affordable housing in the City. The Nexus Study was completed in July 2013 and updated in May 2015 and is attached to this resolution as Exhibit A.

C. The Nexus Study concluded that the newly constructed units will represent new households and new income in Sacramento. These households will consume goods and services, either through purchases of goods and services or by "consuming" governmental services. New consumption translates to new jobs; a portion of the jobs are at lower compensation levels. Low compensation jobs translate to lower income households that cannot afford market rate units in Sacramento and therefore need affordable housing.

D. On XXXXXXX XX, 2015, the City Council conducted a public hearing and enacted Ordinance No. 2015-___, repealing and reenacting Chapter 17.712 of the Sacramento City Code, relating to mixed income housing.

E. Section 17.712.050 to the Sacramento City Code authorizes a housing impact fee for all new residential units consistent with the May 2015 Residential Nexus Analysis developed by Keyser Marston Associates, Inc.

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

Section 1. Findings.

The City Council hereby finds as follows:

(a) The recitals set forth above are true and correct and are incorporated herein by reference as findings.

(b) The Nexus Study (1) reasonably identifies the purpose of the fees and their intended use; (2) establishes a reasonable relationship between the affordable housing for which such fees are imposed and the need for such affordable housing created by new residential development; and forms the basis for the further finding that the imposition of the housing impact fees described therein is necessary in order to protect the public health, safety, and welfare within the City and implement the City's Housing Element.

(c) The Nexus Study may be revised over time under future circumstances in order to achieve the purposes and policies of the Housing Element.

(d) The findings, conclusions and methodologies set forth in the Nexus Study are consistent with the Housing Element.

Section 2. The May 2015 Residential Nexus Analysis, developed by Keyser Marston Associates, Inc., is hereby approved and adopted.

Section 3. Exhibit A is part of this resolution.

KEYSER MARSTON ASSOCIATES

RESIDENTIAL NEXUS ANALYSIS
Mixed Income Housing Ordinance
Sacramento, California

Prepared for
City of Sacramento

Prepared by:
Keyser Marston Associates, Inc.

July 2013

Amended May 2015

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SUMMARY REPORT

The Summary Report provides a concise version of the major findings of the residential nexus analysis conducted to support an update to the Mixed Income Housing Program in the City of Sacramento. All of the material is contained in more detail in the appendix sections that follow.

The City of Sacramento Mixed Income Housing Ordinance was first adopted in 2000. Since adoption, the Ordinance has been amended several times, with the most significant revisions occurring on November 4, 2004 and January 18, 2005. The current program applies only to the City's "new growth areas." At its core, the program requires that 15% of new housing units must be affordable to very low and low income households. The ordinance does not currently allow developers to pay a fee in-lieu of providing units.

The City is conducting a full reexamination of its Mixed Income Housing Program in light of the significant changes that have occurred since it was last updated. In addition to a drastic decline in the overall housing market, the City has also entered into a new era with the elimination of redevelopment, which was a major source of funding for affordable housing in Sacramento. The City seeks to revise the ordinance in several fundamental ways, including expanding its coverage to include the entire city and changing the requirements to make it more flexible for developers while still achieving the Ordinance's objective to create affordable housing in the City.

In 2012, the City contracted with Keyser Marston Associates to conduct a residential nexus analysis and financial feasibility analysis. Much of the market survey work was conducted in late 2012 and early 2013 and the nexus analysis was prepared in 2013. In KMA's opinion, the basic analysis and findings of this analysis continue to accurately reflect the impacts of developing market rate housing in 2015. None of the conditions have been substantially altered and we believe that the analysis continues to be valid for the purposes for which it was prepared – to demonstrate the linkages between new market rate residential development and the demand for net new additional affordable housing.

A. MARKET SURVEY AND RESIDENTIAL PROTOTYPES

In collaboration with City staff, a total of eight market rate residential prototypes were selected for analysis – five ownership prototypes and three rental prototypes. The intent of the selected prototypes is to identify representative developments generally being built by the private marketplace in Sacramento in order to gain a general understanding of the economic opportunities and challenges of new residential development today.

The first five prototypes (all ownership prototypes) were utilized in the 2008/09 Mixed Income Housing Ordinance "Feasibility Analysis" performed for SHRA. These five ownership prototypes are again being utilized for KMA's assignment, to which the three rental prototypes have been added. The eight prototypes are as follows:

Residential Prototypes	Units	Density	Avg. Unit Size
Ownership Prototypes			
1) Suburban Infill Small SFR Project	16 units	5 du/acre	2,200 sq. ft.
2) Outer-edge Suburban Large SFR Project	103 units	5 du/acre	2,200 sq. ft.
3) Outer-edge Suburban Small Lot/ Cluster SFR	118 units	10 du/acre	1,600 sq. ft.
4) Suburban Infill Large Condo Project	135 units	30 du/acre	1,200 sq. ft.
5) Urban Infill Condo Project	92 units	84 du/acre	950 sq. ft.
Rental Prototypes			
6) Suburban Infill Small Apartment Project	25 units	30 du/acre	950 sq. ft.
7) Urban Infill Small Apartment Project	25 units	60 du/acre	850 sq. ft.
8) Urban Infill Larger Apartment Project	150 units	100 du/acre	850 sq. ft.

These prototypes were selected because they generally represent the range of project densities being built in Sacramento (or expected to be built when the market recovers) ranging from a low density single family prototype which is the predominant prototype in the outer-edge suburban areas of the city, to higher density condominium and apartment complexes, which are found in some parts of the Central City. The term “Suburban Infill” is meant to describe the older, more built-out neighborhoods of the city. These neighborhoods are generally suburban in character but are differentiated from the larger subdivisions characteristic of the “Outer-edge” or “greenfield” areas like North Natomas, and differentiated from the more urbanized and higher density “Urban Infill” areas (Central City).

The lower density prototypes are all Type V wood frame construction, while the higher density Central City prototypes would include concrete parking podiums and possibly steel frame construction. More detailed information about the prototypes is included in Appendix II.

B. RESIDENTIAL NEXUS ANALYSIS FINDINGS

KMA prepared a Residential Nexus Analysis as a support document in light of recent California Supreme Court Decisions which make it advisable for jurisdictions to demonstrate the relationships between the development of market rate residential units and the need for additional affordable housing. The *Palmer* case in particular precludes cities from requiring the inclusion of affordable units in rental projects unless there is a negotiated agreement with the city in which the city agrees to concessions. Cities may, however, require rental (and ownership) projects to pay an impact fee or negotiate for on-site units. This nexus analysis meets the requirements of the California Governmental Code for the implementation of an impact fee.

Following is an abbreviated version of the nexus analysis. For more information, the full report is contained in Appendix I.

1. The Nexus Concept

At its most simplified level, the underlying nexus concept is that the newly constructed units represent new households and new income in Sacramento. These households will consume goods and services, either through purchases of goods and services or by "consuming" governmental services. New consumption translates to new jobs; a portion of the jobs are at lower compensation levels. Low compensation jobs translate to lower income households that cannot afford market rate units in Sacramento and therefore need affordable housing.

2. Impact Methodology and Models Used

The analysis is performed using two models. The IMPLAN model is an industry accepted, commercially available model developed over 30 years ago to quantify the impacts of changes in a local economy, including the employment impacts of changes in personal income. The IMPLAN model is "inputted" with net new personal income in Sacramento and moves through a series of adjustments to disposable income, a distribution of expenditures, and ultimately produces a quantification of jobs generated by industry. The KMA jobs housing nexus model, which was developed nearly 20 years ago to analyze the income structure of job growth, is used to determine the household income of new employee households, identifying how many are at lower income and housing affordability levels.

3. The Sacramento Residential Prototypes

The eight residential prototypes described at the outset of this Summary report are the starting point of the nexus analysis. In particular, the sales prices or rent levels of the prototype units are linked to household income and new expenditures in the city of Sacramento.

KMA conducted a review of the residential real estate market to assign sales prices and rents to the prototypes. The sales prices and rents reflect the current market. More information on this analysis is contained in Appendix II. The eight prototypes with current market rate sales prices or rent levels are:

Ownership Prototypes					
	Suburban Infill Small SFR	*Outer-Edge Suburban Large SFR*	*Outer-Edge Suburban Small Lot SFR*	*Suburban Infill Large Condo*	*Urban Infill Condo*
Avg. Unit Size	2,200 SF	2,200 SF	1,600 SF	1,200 SF	950 SF
Avg. No. of Bedrooms	4 BR	4 BR	3 BR	3 BR	2 BR
Avg. Sales Price	$310,000	$270,000	$220,000	$280,000	$330,000

Rental Prototypes			
	Suburban Infill Small Project Rental	*Urban Infill Small Project Rental*	*Urban Infill Larger Project Rental*
Avg. Unit Size	950 SF	850 SF	850 SF
Avg. No. of Bedrooms	2 BR	2 BR	2 BR
Avg. Rent	$1,425/mo.	$1,780/mo.	$1,780/mo.

From the sales prices and rent levels, household income is determined using assumptions with respect to a share of income spent on housing and housing purchase terms. For ownership units, 35% of income is spent on housing (including mortgage payments, insurance, property taxes and maintenance), a relationship that is grounded in state housing policy and also reflective of current lending practices. Renters are assumed to spend 30% of their income on rent. As a result, gross household income associated with each of the prototypes is as follows:

Ownership Prototypes					
	Suburban Infill Small SFR	*Outer-Edge Suburban Large SFR*	*Outer-Edge Suburban Small Lot SFR*	*Suburban Infill Large Condo*	*Urban Infill Condo*
Gross Household Income	$83,000	$74,000	$61,000	$73,000	$84,000

Rental Prototypes			
	Suburban Infill Small Project Rental	*Urban Infill Small Project Rental*	*Urban Infill Larger Project Rental*
Gross Household Income	$57,000	$71,000	$71,000

The nexus analysis is conducted on 100-unit project modules for ease of presentation and to avoid awkward fractions.

4. IMPLAN Model Results

The IMPLAN model was applied to link gross household income to household expenditures to job growth occurring in Sacramento County. The IMPLAN model first converts household income to disposable income by accounting for State and Federal income taxes, Social Security and Medicare (FICA) taxes, and personal savings. The model then distributes spending among various types of goods and services (industry sectors) based on data from the Consumer Expenditure Survey and the Bureau of Economic Analysis Benchmark input-output study, to estimate employment generated.

Job creation, driven by increased demand for products and services, was projected for each of the industries that will serve the new households. The employment generated by this new household spending is summarized below.

Jobs Generated per 100 Units, Ownership Prototypes					
	Suburban Infill Small SFR	*Outer-Edge Suburban Large SFR*	*Outer-Edge Suburban Small Lot SFR*	*Suburban Infill Large Condo*	*Urban Infill Condo*
Gross Household Income	$83,000	$74,000	$61,000	$73,000	$84,000
Total Jobs Generated, 100 units	62.1	56.5	46.5	55.7	62.9

Jobs Generated per 100 Units, Rental Prototypes			
	Suburban Infill Small Project Rental	*Urban Infill Small Project Rental*	*Urban Infill Larger Project Rental*
Gross Household Income	$57,000	$71,000	$71,000
Total Jobs Generated, 100 units	43.5	54.2	54.2

The IMPLAN model quantifies jobs generated at establishments that serve new residents directly (i.e. supermarkets, banks or schools), jobs generated by increased demand at firms which service or supply these establishments (wholesalers, janitorial contractors, accounting firms, or any jobs down the service/supply chain from direct jobs), and jobs generated when the new employees spend their wages in the local economy and generate additional jobs.

In the full nexus report, jobs generated by the larger industry categories are indicated in the tables. Jobs in Eating and Drinking establishments represent the single greatest concentration. However if all retail categories were aggregated, even without the eating and drinking, they would be the single largest group of jobs. Medical related services represent another major job category.

5. Compensation Levels of Jobs and Household Income

The output of the IMPLAN model – the numbers of jobs by industry – are then “input” into the Keyser Marston Associates jobs housing nexus analysis model to quantify the compensation level of new jobs and the income of the worker households. The KMA model sorts the jobs by industry into jobs by occupation, based on national data, and then attaches local wage distribution data to the occupations, using recent Sacramento County data from the California Employment Development Department (EDD). The KMA model also converts the number of employees to the number of employee households, recognizing that there is, on average, more than one worker per household, and thus the number of housing units in demand for new workers is reduced.

The output of the model is the number of new worker households by income level (expressed in relation to the Area Median Income, or AMI) attributable to the new residential units and new households in Sacramento. The income limits used in the analysis are those published by the California Department of Housing and Community Development (HCD). Typically, HCD uses the U.S. Department of Housing and Urban Development’s income limits. However, the 2013 HUD income limits for Sacramento County actually dropped from 2012 levels. The 2013 income

limits for Sacramento, therefore, reflect the implementation of HCD's 'hold harmless' policy, which allows the 2012 income limits to remain in effect instead of the lower income limits.

Following are the numbers of worker households by income level associated with the eight Sacramento prototype units.

New Worker Households by Income Level per 100 Market Rate Units, Ownership Prototypes					
	Suburban Infill Small SFR	*Outer-Edge Suburban Large SFR*	*Outer-Edge Suburban Small Lot SFR*	*Suburban Infill Large Condo*	*Urban Infill Condo*
Under 30% AMI	2.7	2.4	2.0	2.4	2.7
30% to 50% AMI	9.7	8.7	7.1	8.6	9.8
50% to 80% AMI	11.8	10.6	8.7	10.4	11.9
Total, Less than 80% AMI	24.2	21.6	17.8	21.4	24.5
Greater than 80% AMI	16.5	15.3	12.6	15.1	16.7
Total, New Households	40.7	37.0	30.5	36.5	41.2

New Worker Households by Income Level per 100 Market Rate Units, Rental Prototypes			
	Suburban Infill Small Project Rental	*Urban Infill Small Project Rental*	*Urban Infill Larger Project Rental*
Under 30% AMI	1.9	2.3	2.3
30% to 50% AMI	6.7	8.3	8.3
50% to 80% AMI	8.1	10.1	10.1
Total, Less than 80% AMI	16.7	20.8	20.8
Greater than 80% AMI	11.8	14.7	14.7
Total, New Households	28.5	35.5	35.5

6. Impact Fee Levels Supported by the Nexus Analysis

The last step in the analysis puts a dollar amount on the cost of mitigating the affordable housing impacts. The conclusions of the nexus analysis, expressed as the number of worker households by income affordability category, are linked to the cost of delivering housing to the households in need. Each income or affordability tier is associated with a subsidy needed to produce and deliver a unit at the specified affordability level.

The Sacramento Mixed-Income Housing Program has as a goal the production of units affordable to Extremely Low, Very Low and Low Income Households. The City intends to assist in the production of rental units for households in these income categories. KMA prepared an estimate of total development cost (inclusive of land, all fees and permits, financing and other indirect costs) for typical affordable rental units. KMA drew this estimate from a review of development pro forma for recent affordable rental developments assisted by the Sacramento Housing & Redevelopment Agency (SHRA). KMA concluded that, on average, the new affordable rental units have 1.5 bedrooms and total development costs equal to $223,000.

The affordability gap for rental units is the difference between the total development cost and the capitalized value of the affordable unit. To calculate the unit value, the net operating income (annual income less operating expenses) is capitalized at 6.75%. More information on the calculation of the affordability gaps can be found in Appendix II.

For the purposes of estimating the affordability gaps, we do not assume additional sources of affordable housing financing such as the federal income tax credit program. While many of the recent housing developments assisted by SHRA utilized these additional funding sources, it is not assured that these sources will be available in the future. Accessing these sources is also highly competitive due to the limited supply. Finally, the value of tax credits to the project can fluctuate widely. Determining the affordability gap assuming no outside sources is a sound and legitimate approach, and one that the City has employed in other similar analyses.

The resulting affordability gaps are as follows:

- $218,400 for households in the under 30% AMI category;
- $173,000 for households in the 30% to 50% AMI category;
- $105,000 for households in the 50% to 80% AMI category;

The affordability gap for each income tier is then linked to the number of affordable units required to calculate the Total Nexus Cost per market rate unit (or the total cost of mitigation attributable to the new unit). Specifically, the Total Nexus Cost per market rate unit is the result of the following calculation: the affordability gap times the number of affordable units demanded per market rate unit. The results per unit are:

Total Nexus Cost Per Market Rate Unit, Ownership Prototypes

Income Category	*Affordability Gap*	*Suburban Infill Small SFR*	*Outer-Edge Suburban Large SFR*	*Outer-Edge Suburban Small Lot SFR*	*Suburban Infill Large Condo*	*Urban Infill Condo*
Extr. Low Income	$218,400	$5,900	$5,300	$4,300	$5,200	$6,000
Very Low Income	$173,000	$16,800	$15,000	$12,400	$14,800	$17,000
Low Income	$105,000	$12,400	$11,100	$9,200	$11,000	$12,500
Total Nexus Costs		**$35,100**	**$31,400**	**$25,900**	**$31,000**	**$35,500**

Total Nexus Cost Per Market Rate Unit, Rental Prototypes

Income Category	*Affordability Gap*	*Suburban Infill Small Project Rental*	*Urban Infill Small Project Rental*	*Urban Infill Larger Project Rental*
Extr. Low Income	$218,400	$4,000	$5,000	$5,000
Very Low Income	$173,000	$11,600	$14,400	$14,400
Low Income	$105,000	$8,600	$10,700	$10,700
Total Nexus Costs		**$24,200**	**$30,100**	**$30,100**

The Total Nexus Costs, or Mitigation Costs, indicated above, may also be expressed on a per square foot level. The square foot area of the prototype unit used throughout the analysis becomes the basis for the calculation. The results per square foot are as follows:

Total Nexus Cost Per Sq. Ft., Ownership Prototypes						
Income Category	*Affordability Gap*	*Suburban Infill Small SFR*	*Outer-Edge Suburban Large SFR*	*Outer-Edge Suburban Small Lot SFR*	*Suburban Infill Large Condo*	*Urban Infill Condo*
Prototype Size (Sq Ft)		2,200 SF	2,200 SF	1,600 SF	1,200 SF	950 SF
Extr. Low Income	$218,400	$2.68	$2.41	$2.69	$4.33	$6.32
Very Low Income	$173,000	$7.64	$6.82	$7.75	$12.33	$17.89
Low Income	$105,000	$5.64	$5.05	$5.75	$9.17	$13.16
Total Nexus Costs		**$15.95**	**$14.27**	**$16.19**	**$25.83**	**$37.37**

Total Nexus Cost Per Sq. Ft., Rental Prototypes				
Income Category	*Affordability Gap*	*Suburban Infill Small Project Rental*	*Urban Infill Small Project Rental*	*Urban Infill Larger Project Rental*
Prototype Size (Sq Ft)		950 SF	850 SF	850 SF
Extr. Low Income	$218,400	$4.21	$5.88	$5.88
Very Low Income	$173,000	$12.21	$16.94	$16.94
Low Income	$105,000	$9.05	$12.59	$12.59
Total Nexus Costs		**$25.47**	**$35.41**	**$35.41**

These costs express the total linkage or nexus costs for the eight prototype developments in the City of Sacramento. These total nexus costs represent the ceiling for any impact fee requirement placed on market rate development. **The totals are not recommended levels for fees; they represent only the maximums established by this analysis, below which fees may be set.**

APPENDIX I: RESIDENTIAL NEXUS ANALYSIS

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INTRODUCTION AND OVERVIEW

Keyser Marston Associates (KMA) has prepared this residential nexus analysis for the City of Sacramento per a contractual agreement. This report has been prepared to support the City's Mixed-Income Housing Program as applied to ownership residential development projects and to quantify the maximum impact fees supported which may be applied to all residential projects including rentals. This residential nexus analysis addresses market rate residential projects and the various types of units that are subject to the Mixed-Income Housing Program, and quantifies the linkages between new market rate units and the demand for affordable housing generated by the residents of new units.

The Sacramento Context and Purpose of Report

The City of Sacramento Mixed Income Housing Ordinance was first adopted in 2000. Since adoption, the Ordinance has been amended several times, with the most significant revisions occurring on November 4, 2004 and January 18, 2005. The current program applies only to the City's "new growth areas." At its core, the program requires that 15% of new housing units must be affordable to very low and low income households. The general requirement is that 5% of units must be affordable to low and 10% to very low income households. The ordinance does not currently allow developers to pay a fee in-lieu of providing units.

The City is conducting a full reexamination of its Mixed Income Housing Program in light of the significant changes that have occurred since it was last updated. In addition to a drastic decline in the overall housing market, the City has also entered into a new era with the elimination of redevelopment, which was a major source of funding for affordable housing in Sacramento. The City seeks to revise the ordinance in several fundamental ways, including expanding its coverage to include the entire city and changing the requirements to make it more flexible for developers while still achieving the Ordinance's objective to create affordable housing in the City. The City contracted with Keyser Marston Associates to conduct a residential nexus analysis and a financial feasibility analysis.

This analysis will demonstrate the percentage of affordable units supported and will also quantify impact fee levels supported from a nexus perspective. The analysis will also enable the City to restructure the program as it applies to rental projects so that rental projects may be charged an impact fee.

The Nexus Concept

At its most simplified level, the underlying nexus concept is that the newly constructed units represent new households in Sacramento. These households represent new income in Sacramento that will consume goods and services, either through purchases of goods and services or "consumption" of governmental services. New consumption translates to jobs; a portion of the jobs are at lower compensation levels; low compensation jobs relate to lower

income households that cannot afford market rate units in Sacramento and therefore need affordable housing.

Use of This Study

An impact analysis of this nature has been prepared for the limited purpose of determining nexus support to the City of Sacramento Mixed-Income Housing Program affecting new residential construction. It has not been prepared as a document to guide policy design in the broader context. We caution against the use of this study, or any impact study for that matter, for purposes beyond the intended use. All impact studies are limited and imperfect, but can be helpful for understanding the externalities created by new development.

The nexus analysis presented in this report is an impact analysis only and the nexus amounts are not recommended fee levels. The analysis has been prepared solely to demonstrate support for inclusionary measures and impact fees from the nexus perspective.

Methodology and Models Used

The methodology or analysis procedure for this nexus analysis starts with the sales price (or rental rate) of a new market rate residential unit, and moves through a series of linkages to the gross income of the household that purchased or rented the unit, the disposable income of the new household, the annual expenditures on goods and services, the jobs associated with the purchases and delivery of services, the income of the workers doings those jobs, the household income of the workers and, ultimately, the affordability level of the housing needed by the worker households. The steps of the analysis from household income to jobs generated were performed using the IMPLAN model, a model widely used for the past 35 years to quantify the impacts of changes in a local economy, including employment impacts from changes in personal income. From job generation by industry, KMA used its own jobs housing nexus model to quantify the income of worker households by affordability level.

To illustrate the linkages by looking at a simplified example, we can take an average household that buys a house at a certain price. From that price, we estimate the gross income of the household (from mortgage rates and lending practices) and the disposable income of the household. The disposable income, on average, will be used to “purchase” or consume a range of goods and services, such as purchases at the supermarket or services at the bank. Purchases in the local economy in turn generate employment. The jobs generated are at different compensation levels. Some of the jobs are low paying and as a result, even when there is more than one worker in the household, there are some lower and middle-income households who cannot afford market rate housing in Sacramento.

The IMPLAN model quantifies jobs generated at establishments that serve new residents directly (e.g., supermarkets, banks or schools), jobs generated by increased demand at firms which service or supply these establishments, and jobs generated when the new employees

spend their wages in the local economy and generate additional jobs. The IMPLAN model estimates the total impact combined.

Net New Underlying Assumption

An underlying assumption of the analysis is that households that purchase or rent new units represent net new households in Sacramento. If purchasers or renters have relocated from elsewhere in the city, vacancies have been created that will be filled. An adjustment to new construction of units would be warranted if Sacramento were experiencing demolitions or loss of existing housing inventory. However, the rate of housing unit removal is so low as to not warrant an adjustment or offset.

On an individual project basis, if existing units are removed to redevelop a site to higher density, then there could be a need for recognition of the existing households in that all new units might not represent net new households, depending on the program design and number of units removed relative to new units.

Since the analysis addresses net new households in Sacramento and the impacts generated by their consumption expenditures, it quantifies net new demands for affordable units to accommodate new worker households. As such, the impact results do not address nor in any way include existing deficiencies in the supply of affordable housing.

Geographic Area of Impact

The analysis quantifies impacts occurring within Sacramento County. While much of the impact will occur within the City of Sacramento, some impacts will be experienced elsewhere in the County and beyond. The IMPLAN model computes the jobs generated within the County and sorts out those that occur beyond the county boundaries. The KMA Jobs Housing Nexus Model analyzes the income structure of jobs and their worker households, without assumptions as to where the worker households live.

In summary, the KMA nexus analysis quantifies all the job impacts occurring within Sacramento County and related workers households. Job impacts, like most types of impacts, occur irrespective of political boundaries. And like other types of impact analyses, such as traffic, impacts beyond city boundaries are experienced, are relevant, and are important. See Notes on Specific Assumptions at the end of this Appendix for further discussion.

Disclaimers

This report has been prepared using the best and most recent data available at the time of the analysis. Local data and sources were used wherever possible. Major sources include the U.S. Census Bureau: 2009-2011 American Community Survey, California Employment Development Department and the IMPLAN model. While we believe all sources utilized are sufficiently sound and accurate for the purposes of this analysis, we cannot guarantee their accuracy. Keyser Marston Associates, Inc. assumes no liability for information from these and other sources.

A. MARKET RATE UNITS AND GROSS HOUSEHOLD INCOME

This section describes the prototypical market rate units that are subject to affordable housing requirements under the City of Sacramento's Mixed-Income Housing Program and the income of the purchaser and renter households. Household income is the input to the IMPLAN model described in Section B of this report. These are the starting points of the chain of linkages that connect new market rate units to incremental demand for affordable residential units.

This section provides a summary of the prototypes and household income. More description and supporting tables are provided in Appendix II.

Recent Housing Market Activity and Prototypical Units

To identify the residential prototypes, KMA undertook a market survey of projects covering all types of residential units developed in Sacramento in recent years. The survey was taken in the winter/spring of 2012 and 2013, a period when the housing market in Sacramento is still suffering from the severe conditions brought on by the Great Recession.

The results of the market survey and the selection of eight prototypes are summarized in the table on the following page. The main objective of the survey was to establish current sales prices or rents per unit and per square foot for the various residential project types recently developed, or expected to be developed in the future, in Sacramento. Table A-1 at the end of this section provides a more detailed summary of the eight market rate prototypes.

Total development costs were assembled for each of the eight prototype projects. The assumptions are based on data gathered from a variety of sources including third party market and cost data sources, KMA's experience with residential projects in other assignments, and discussions with Sacramento developers and other housing stakeholders recommended by City staff.

It is important to note that the prototypes analysis is intended to reflect average or typical residential projects in the Sacramento market rather than the economics for any specific project. It would be expected that the economics for specific projects would vary to some degree from the prototypes analysis contained herein.

In summary, the prototypes tested in the nexus analysis are as follows:

Ownership Prototypes					
	Suburban Infill Small SFR	*Outer-Edge Suburban Large SFR*	*Outer-Edge Suburban Small Lot SFR*	*Suburban Infill Large Condo*	*Urban Infill Condo*
Avg. Unit Size	2,200 SF	2,200 SF	1,600 SF	1,200 SF	950 SF
Avg. No. of Bedrooms	4 BR	4 BR	3 BR	3 BR	2 BR
Avg. Sales Price	$310,000	$270,000	$220,000	$280,000	$330,000

Rental Prototypes			
	Suburban Infill Small Project Rental	*Urban Infill Small Project Rental*	*Urban Infill Larger Project Rental*
Avg. Unit Size	950 SF	850 SF	850 SF
Avg. No. of Bedrooms	2 BR	2 BR	2 BR
Avg. Rent	$1,425/mo.	$1,780/mo.	$1,780/mo.

Income of Housing Unit Purchasers or Renter

After the prototypes are established, the next step in the analysis is to determine the income of the purchasing or renting households in the prototypical units. The gross household income of the purchasers or renters is the input to the IMPLAN model.

Ownership Units

To make the determination for ownership units, terms for the purchase of residential units used in the analysis are slightly less favorable than what can be achieved at the current time since current terms are not likely to endure. The selected terms for the analysis are: 10% down payment, 30 year fixed rate mortgage, 5.0% interest rate. Tables A-2 through A-6 at the end of this section provide the details.

The single family detached units include as expenses an allowance for maintenance. The attached unit prototypes include as expenses monthly homeowners' association (HOA) dues, per industry practice. All ownership product types include an estimate of mortgage insurance, homeowners' insurance and property taxes as well. A key assumption is that housing costs run, on average, at about 35% of gross income. In the past, lending institutions have been willing to accept higher than 35% for all debt as a share of income, but most households have other forms of debt, such as auto loans, student loans, and credit card debt.

Apartment Units

The standard for relating annual rent to household income is 30%, excluding utilities. While leasing agents and landlords may permit rental payments to represent a slightly higher share of total income, 30% represents an average. This is based on that fact that renters are also likely to have other debt, and that many do not choose to spend more than 30% of their income on rent, since, unlike an ownership situation, the unit is not viewed as an investment with value enhancement potential. The resulting relationship is that annual household income is 3.3 times annual rent.

The estimated gross household incomes of the purchasers or renters of the prototype units are calculated in tables A-2 through A-9, and summarized below.

Ownership Prototypes					
	Suburban Infill Small SFR	*Outer-Edge Suburban Large SFR*	*Outer-Edge Suburban Small Lot SFR*	*Suburban Infill Large Condo*	*Urban Infill Condo*
Gross Household Income	$83,000	$74,000	$61,000	$73,000	$84,000

Rental Prototypes			
	Suburban Infill Small Project Rental	*Urban Infill Small Project Rental*	*Urban Infill Larger Project Rental*
Gross Household Income	$57,000	$71,000	$71,000

The nexus analysis is conducted on 100-unit building modules for ease of presentation, and to avoid awkward fractions. Tables A-10 and A-11 summarize the conclusions of this section and calculate the total gross household income for the 100-unit building modules. This is the input into the IMPLAN model.

APPENDIX I TABLE A-1
RESIDENTIAL PROTOTYPES
MIXED-INCOME HOUSING ORDINANCE UPDATE
CITY OF SACRAMENTO, CA

	Ownership Prototypes					Rental Prototypes		
	1	2	3	4	5	6	7	8
	Suburban Infill Small SFR Project	Outer-edge Suburban Large SFR Project	Outer-edge Suburban Small Lot/ Cluster SFR	Suburban Infill Large Condo Project	Urban Infill Condo Project	Suburban Infill Small Apt Project	Urban Infill Small Apt Project	Urban Infill Larger Apt Project
Example Location	*North Sac*	*North Natomas*	*North Natomas*	*South Area*	*Central City*	*East Sac*	*Central City*	*Central City*
Site Acres	3.1 acres	19.8 acres	11.2 acres	4.5 acres	1.1 acres	0.8 acres	0.4 acres	1.5 acres
Units	16 units	103 units	118 units	135 units	92 units	25 units	25 units	150 units
Density (units/acre)	5.2 du/acre	5.2 du/acre	10.5 du/acre	30.0 du/acre	83.6 du/acre	30.0 du/acre	60.0 du/acre	100.0 du/acre
Lot sq. ft.	5,000 lot sf	5,000 lot sf	2,500 lot sf	n/a lot sf	n/a lot sf	n/a lot sf	n/a lot sf	n/a lot sf
Avg Unit sq. ft.	2,200 sf	2,200 sf	1,600 sf	1,200 sf	950 sf	950 sf	850 sf	850 sf
Avg bedrooms	4 BR	4 BR	3 BR	3 BR	2 BR	2 BR	2 BR	2 BR
Parking Type	Garage	Garage	Garage	Garage	Podium	Surface	Podium	Podium
Dedicated spaces/unit	2.0 spaces	2.0 spaces	2.0 spaces	2.0 spaces	1.0 spaces	1.5 spaces	1.0 spaces	1.0 spaces
Market Sales Price/ Rent	$310,000	$270,000	$220,000	$280,000	$330,000	$1,425	$1,780	$1,780

APPENDIX I TABLE A-2
PROTOTYPE 1: SUBURBAN INFILL SMALL SFR PROJECT
SALES PRICE TO INCOME RATIO
MIXED INCOME HOUSING ORDINANCE UPDATE
CITY OF SACRAMENTO, CA

			Prototype 1 Suburban Infill Small Single Family Detached
Sales Price	$140 /SF	2,200 SF	$310,000
Mortgage Payment			
Downpayment @ 10%		10%	$31,000
Loan Amount			$279,000
Interest Rate			5.0% [1]
Term of Mortgage			30 years
Annual Mortgage Payment			$18,000
Other Costs			
Mortgage Insurance	0.5%	loan amount	$1,400
Homeowner Insurance	0.3%	sale price	$900
Maintenance	$400	per month	$4,800
Property Taxes	1.25%	of sales price	$3,900
Total Annual Housing Cost			$29,000
% of Income Spent on Hsg			35%
Annual Household Income Required			**$83,000**
Sales Price to Income Ratio			3.7

Notes
(1) Above current favorable rates but lower than longer term averages.

APPENDIX I TABLE A-3
PROTOTYPE 2: OUTER-EDGE SUBURBAN LARGE SFR
SALES PRICE TO INCOME RATIO
MIXED INCOME HOUSING ORDINANCE UPDATE
CITY OF SACRAMENTO, CA

			Prototype 2 Outer-Edge Suburban Large Single Family
Sales Price	$120 /SF	2,200 SF	$270,000
Mortgage Payment			
Downpayment @ 10%		10%	$27,000
Loan Amount			$243,000
Interest Rate			5.0% [1]
Term of Mortgage			30 years
Annual Mortgage Payment			$15,700
Other Costs			
Mortgage Insurance	0.5%	loan amount	$1,200
Homeowner Insurance	0.3%	sale price	$800
Maintenance	$400	per month	$4,800
Property Taxes	1.25%	of sales price	$3,400
Total Annual Housing Cost			$25,900
% of Income Spent on Hsg			35%
Annual Household Income Required			**$74,000**
Sales Price to Income Ratio			3.6

Notes
(1) Above current favorable rates but lower than longer term averages.

APPENDIX I TABLE A-4
PROTOTYPE 3: OUTER-EDGE SUBURBAN SMALL LOT/ CLUSTER SFR
SALES PRICE TO INCOME RATIO
MIXED INCOME HOUSING ORDINANCE UPDATE
CITY OF SACRAMENTO, CA

			Prototype 3 Outer-Edge Suburban Small Lot/ Cluster Single Family
Sales Price	$140 /SF	1,600 SF	$220,000
Mortgage Payment			
Downpayment @ 10%		10%	$22,000
Loan Amount			$198,000
Interest Rate			5.0% [1]
Term of Mortgage			30 years
Annual Mortgage Payment			$12,800
Other Costs			
Mortgage Insurance	0.5%	loan amount	$1,000
Homeowner Insurance	0.3%	sale price	$700
Maintenance	$325	per month	$3,900
Property Taxes	1.25%	of sales price	$2,800
Total Annual Housing Cost			$21,200
% of Income Spent on Hsg			35%
Annual Household Income Required			**$61,000**
Sales Price to Income Ratio			3.6

Notes
(1) Above current favorable rates but lower than longer term averages.

APPENDIX I TABLE A-5
PROTOTYPE 4: SUBURBAN INFILL LARGE CONDO
SALES PRICE TO INCOME RATIO
MIXED INCOME HOUSING ORDINANCE UPDATE
CITY OF SACRAMENTO, CA

			Prototype 4 Suburban Infill Large Condominium
Sales Price	$230 /SF	1,200 SF	$280,000
Mortgage Payment			
Downpayment @ 10%		10%	$28,000
Loan Amount			$252,000
Interest Rate (1)			5.0% [1]
Term of Mortgage			30 years
Annual Mortgage Payment			$16,200
Other Costs			
Mortgage Insurance	0.50%	loan amount	$1,300
Homeowner Insurance	0.30%	sale price	$800
HOA Dues / Maintenance	$300	per month	$3,600
Property Taxes	1.25%	of sales price	$3,500
Total Annual Housing Cost			$25,400
% of Income Spent on Hsg			35%
Annual Income Required			**$73,000**
Sales Price to Income Ratio			3.8

Notes
(1) Above current favorable rates but lower than longer term averages.

APPENDIX I TABLE A-6
PROTOTYPE 5: URBAN INFILL CONDOMINIUM
SALES PRICE TO INCOME RATIO
MIXED INCOME HOUSING ORDINANCE UPDATE
CITY OF SACRAMENTO, CA

			Prototype 5 Urban Infill Condominium
Sales Price	$347 /SF	950 SF	$330,000
Mortgage Payment			
Downpayment @ 10%		10%	$33,000
Loan Amount			$297,000
Interest Rate (1)			5.0% [1]
Term of Mortgage			30 years
Annual Mortgage Payment			$19,100
Other Costs			
Mortgage Insurance	0.50%	loan amount	$1,485
Homeowner Insurance	0.30%	sale price	$1,000
HOA Dues / Maintenance	$300	per month	$3,600
Property Taxes	1.25%	of sales price	$4,100
Total Annual Housing Cost			$29,285
% of Income Spent on Hsg			35%
Annual Income Required			**$84,000**
Sales Price to Income Ratio			3.9

Notes
(1) Above current favorable rates but lower than longer term averages.

APPENDIX I TABLE A-7
PROTOTYPE 6: SUBURBAN INFILL SMALL APARTMENT COMPLEX
RENT TO INCOME RATIO
MIXED INCOME HOUSING ORDINANCE UPDATE
CITY OF SACRAMENTO, CA

			Prototype 6 Suburban Infill Small Apartment Complex
Market Rent			
Monthly	$1.50 /SF	950 SF	$1,425
Annual			$17,100
% of Income Spent on Rent (excludes utilities)			30%
Annual Household Income Required			**$57,000**
Annual Rent to Income Ratio			3.3

APPENDIX I TABLE A-8
PROTOTYPE 7: URBAN INFILL SMALL APARTMENT COMPLEX
RENT TO INCOME RATIO
MIXED INCOME HOUSING ORDINANCE UPDATE
CITY OF SACRAMENTO, CA

			Prototype 7 Urban Infill Small Apartment Complex
Market Rent			
Monthly	$2.10 /SF	850 SF	$1,783
Annual			$21,390
% of Income Spent on Rent (excludes utilities)			30%
Annual Household Income Required			**$71,000**
Annual Rent to Income Ratio			3.3

APPENDIX I TABLE A-9
PROTOTYPE 8: URBAN INFILL LARGE APARTMENT COMPLEX
ANNUAL RENT TO INCOME RATIO
MIXED INCOME HOUSING ORDINANCE UPDATE
CITY OF SACRAMENTO, CA

			Prototype 8 Urban Infill Large Apartment Complex
Market Rent			
Monthly	$2.10 /SF	850 SF	$1,783
Annual			$21,390
% of Income Spent on Rent (excludes utilities)			30%
Annual Household Income Required			**$71,000**
Annual Rent to Income Ratio			3.3

APPENDIX I TABLE A-10
FOR SALE PROTOTYPES SUMMARY
SALES PRICE TO INCOME SUMMARY
MIXED INCOME HOUSING ORDINANCE UPDATE
CITY OF SACRAMENTO, CA

	Per Unit	Per Sq.Ft.	100 Unit Building Module
PROTOTYPE 1: SUBURBAN INFILL SMALL SFR PROJECT			
Units			***100 Units***
Building Sq.Ft. (net salable area)	2,200		220,000
Sales Price	$310,000	$140	$31,000,000
Sales Price to Income Ratio	3.7		3.7
Gross Household Income	$83,000		**$8,300,000**
PROTOTYPE 2: OUTER-EDGE SUBURBAN LARGE SFR			
Units			***100 Units***
Building Sq.Ft. (net salable area)	2,200		220,000
Sales Price	$270,000	$120	$27,000,000
Sales Price to Income Ratio	3.6		3.6
Gross Household Income	$74,000		**$7,400,000**
PROTOTYPE 3: OUTER-EDGE SUBURBAN SMALL LOT/ CLUSTER SFR			
Units			***100 Units***
Building Sq.Ft. (net salable area)	1,600		160,000
Sales Price	$220,000	$140	$22,000,000
Sales Price to Income Ratio	3.6		3.6
Gross Household Income	$61,000		**$6,100,000**
PROTOTYPE 4: SUBURBAN INFILL LARGE CONDO			
Units			***100 Units***
Building Sq.Ft. (net salable area)	1,200		120,000
Sales Price	$280,000	$230	$28,000,000
Sales Price to Income Ratio	3.8		3.8
Gross Household Income	$73,000		**$7,300,000**
PROTOTYPE 5: URBAN INFILL CONDOMINIUM			
Units			***100 Units***
Building Sq.Ft. (net salable area)	950		95,000
Sales Price	$330,000	$347	$33,000,000
Sales Price to Income Ratio	3.9285714		3.928571429
Gross Household Income	$84,000		**$8,400,000**

Source: See Appendix I Tables A-2 through A-6.

APPENDIX I TABLE A-11
NEW MARKET RATE RESIDENTIAL HOUSEHOLD SUMMARY
MIXED INCOME HOUSING ORDINANCE UPDATE
CITY OF SACRAMENTO, CA

	Per Unit	Per Sq.Ft.	100 Unit Building Module
PROTOTYPE 6: SUBURBAN INFILL SMALL APARTMENT COMPLEX			
Units			***100 Units***
Building Sq.Ft. (net rentable area)	950		95,000
Rent			
Monthly	$1,425	$1.50 /SF	$143,000
Annual	$17,100	$18.00 /SF	$1,710,000
Rent to Income Ratio	3.3		3.3
Gross Household Income	$57,000		**$5,700,000**
PROTOTYPE 7: URBAN INFILL SMALL APARTMENT COMPLEX			
Units			***100 Units***
Building Sq.Ft. (net rentable area)	850		85,000
Rent			
Monthly	$1,783	$2.10 /SF	$178,000
Annual	$21,390	$25.20 /SF	$2,139,000
Rent to Income Ratio	3.3		3.3
Gross Household Income	$71,000		**$7,100,000**
PROTOTYPE 8: URBAN INFILL LARGE APARTMENT COMPLEX			
Units			***100 Units***
Building Sq.Ft. (net rentable area)	850		85,000
Rent			
Monthly	$1,783	$2.10 /SF	$178,000
Annual	$21,390	$25.20 /SF	$2,139,000
Rent to Income Ratio	3.3		3.3
Gross Household Income	$71,000		**$7,100,000**

Source: Appendix I Tables A-7 through A-9.

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B. THE IMPLAN MODEL

Consumer spending by residents of new housing units will create jobs, particularly in sectors such as restaurants, health care, and retail, which are closely connected to the expenditures of residents. The widely used economic analysis tool, IMPLAN (IMpact Analysis for PLANning), was used to quantify these new jobs by industry sector.

IMPLAN Model Description

The IMPLAN model is an economic analysis software package now commercially available through the Minnesota IMPLAN Group. IMPLAN was originally developed by the U.S. Forest Service, the Federal Emergency Management Agency, and the U.S. Department of the Interior Bureau of Land Management and has been in use since 1979 and refined over time. It has become a widely used tool for analyzing economic impacts for a broad range of applications from major construction projects to natural resource programs.

IMPLAN is based on an input-output accounting of commodity flows within an economy from producers to intermediate and final consumers. The model establishes a matrix of supply chain relationships between industries and also between households and the producers of household goods and services. Assumptions about the portion of inputs or supplies for a given industry likely to be met by local suppliers, and the portion supplied from outside the region or study area are derived internally within the model using data on the industrial structure of the region.

The output or result of the model is generated by tracking changes in purchases for final use (final demand) as they filter through the supply chain. Industries that produce goods and services for final demand or consumption must purchase inputs from other producers, which in turn, purchase goods and services. The model tracks these relationships through the economy to the point where leakages from the region stop the cycle. This allows the user to identify how a change in demand for one industry will affect a list of over 400 other industry sectors. The projected response of an economy to a change in final demand can be viewed in terms of economic output, employment, or income.

Data sets are available for each county and state, so the model can be tailored to the specific economic conditions of the region being analyzed. This analysis utilizes the data set for Sacramento County. As will be discussed, much of the employment impact is in local-serving sectors, such as retail, eating and drinking establishments, and medical services. A significant portion of these jobs will be located in Sacramento or nearby. In addition, the employment impacts will extend throughout the County and beyond based on where jobs are located that serve Sacramento residents. In fact, Sacramento is part of the larger regional economy and impacts will likewise extend throughout the region. However, consistent with the conservative approach taken in the nexus analysis, only the impacts that occur within Sacramento County are included in the analysis.

Application of the IMPLAN Model to Estimate Job Growth

The IMPLAN model was applied to link gross household income to household expenditures to job growth occurring in Sacramento County. Employment generated by the household income of residents is analyzed in modules of 100 residential units to simplify communication of the results and avoid awkward fractions. The IMPLAN model first converts household income to disposable income by accounting for State and Federal income taxes, Social Security and Medicare (FICA) taxes, and personal savings. The model then distributes spending among various types of goods and services (industry sectors) based on data from the Consumer Expenditure Survey and the Bureau of Economic Analysis Benchmark input-output study, to estimate employment generated.

Job creation, driven by increased demand for products and services, was projected for each of the industries that will serve the new households. The employment generated by this new household spending is summarized below.

Jobs Generated per 100 Units, Ownership Prototypes					
	Suburban Infill Small SFR	*Outer-Edge Suburban Large SFR*	*Outer-Edge Suburban Small Lot SFR*	*Suburban Infill Large Condo*	*Urban Infill Condo*
Gross Household Income	$83,000	$74,000	$61,000	$73,000	$84,000
Total Jobs Generated, 100 units	62.1	56.5	46.5	55.7	62.9

Jobs Generated per 100 Units, Rental Prototypes			
	Suburban Infill Small Project Rental	*Urban Infill Small Project Rental*	*Urban Infill Larger Project Rental*
Gross Household Income	$57,000	$71,000	$71,000
Total Jobs Generated, 100 units	43.5	54.2	54.2

Table B-1 provides a detailed summary of employment generated by industry. The table shows industries sorted by projected employment. Expenditure patterns vary by income level, and the IMPLAN results are calculated according to the income bracket. In the case of the Sacramento prototypes, the suburban infill small single family and the urban infill condo are in one income bracket while the rest of the prototypes are in a lower income bracket. Estimated employment is shown for each IMPLAN industry sector representing 1% or more of total employment. The jobs that are generated within the County are heavily retail jobs, jobs in restaurants and other eating establishments, and in services that are provided locally such as health care and real estate.

The jobs counted in the IMPLAN model cover all jobs, full and part time, similar to the U.S. Census and all reporting agencies (unless otherwise indicated).

APPENDIX I TABLE B-1
IMPLAN MODEL OUTPUT
EMPLOYMENT GENERATED
MIXED INCOME HOUSING ORDINANCE UPDATE
CITY OF SACRAMENTO, CA

Per 100 Market Rate Units	PROTOTYPE 1: SUBURBAN INFILL SMALL SFR PROJECT	% of Jobs	PROTOTYPE 2: OUTER-EDGE SUBURBAN LARGE SFR	PROTOTYPE 3: OUTER-EDGE SUBURBAN SMALL LOT/ CLUSTER SFR	PROTOTYPE 4: SUBURBAN INFILL LARGE CONDO	% of Jobs
Page 1 of 2						
Gross Income of New Residents (in 100 Market Rate Units) [1]	$8,300,000		$7,400,000	$6,100,000	$7,300,000	
Employment Generated by Industry [2]						
Food services and drinking places	7.4	12%	6.6	5.4	6.5	12%
Real estate establishments	3.1	5%	3.1	2.5	3.0	5%
Private hospitals	2.4	4%	2.9	2.4	2.8	5%
Offices of physicians, dentists, and other health practitioners	3.2	5%	2.8	2.3	2.8	5%
Nursing and residential care facilities	1.4	2%	1.8	1.5	1.8	3%
Retail Stores - General merchandise	2.5	4%	1.8	1.5	1.8	3%
Wholesale trade businesses	1.9	3%	1.8	1.5	1.7	3%
Securities, commodity contracts, investments, and related activities	2.1	3%	1.7	1.4	1.7	3%
Retail Stores - Food and beverage	2.2	4%	1.6	1.3	1.6	3%
Nondepository credit intermediation and related activities	1.6	3%	1.5	1.2	1.5	3%
Private household operations	1.7	3%	1.3	1.1	1.3	2%
Individual and family services	1.1	2%	1.3	1.1	1.3	2%
Employment services	1.2	2%	1.1	0.9	1.1	2%
Retail Stores - Motor vehicle and parts	1.4	2%	1.0	0.9	1.0	2%
Other private educational services	0.7	1%	1.0	0.8	1.0	2%
Retail Nonstores - Direct and electronic sales	1.2	2%	0.9	0.8	0.9	2%
Civic, social, professional, and similar organizations	0.9	1%	0.9	0.8	0.9	2%
Retail Stores - Clothing and clothing accessories	1.2	2%	0.9	0.7	0.8	2%
Services to buildings and dwellings	0.9	1%	0.8	0.7	0.8	1%
Retail Stores - Miscellaneous	1.1	2%	0.8	0.7	0.8	1%
Personal care services	0.8	1%	0.8	0.6	0.8	1%
Child day care services	0.7	1%	0.8	0.6	0.8	1%
Legal services	0.8	1%	0.8	0.6	0.7	1%
Insurance carriers	0.8	1%	0.7	0.6	0.7	1%
Private elementary and secondary schools	0.7	1%	0.7	0.6	0.7	1%
Medical and diagnostic labs and outpatient and other ambulatory care	0.9	1%	0.7	0.6	0.7	1%
Monetary authorities and depository credit intermediation activities	0.7	1%	0.6	0.5	0.6	1%
Retail Stores - Health and personal care	0.8	1%	0.6	0.5	0.6	1%
Grantmaking, giving, and social advocacy organizations	0.5	1%	0.6	0.5	0.6	1%
Community food, housing, and other relief services, including rehabilit	0.2	0%	0.6	0.5	0.6	1%
Automotive repair and maintenance, except car washes	0.6	1%	0.6	0.5	0.6	1%
Retail Stores - Building material and garden supply	0.7	1%	0.5	0.4	0.5	1%
All Other	14.5	23%	12.7	10.4	12.5	22%
Total Employment Generated	62.1	100%	56.5	46.5	55.7	100%

1 The IMPLAN model tracks how increases in consumer spending creates jobs in the local economy. See Appendix I Tables A-10 and A-11 for estimates of the gross income of residents of the prototypical 100 unit buildings. The model produces results by income category. For this analysis, there are two household income categories: $75,000 - $100,000 (Prototypes 1 and 5) and $50,000 - $75,000 (Prototypes 2, 3, 4, 6, 7, and 8). Expenditures patterns, and therefore, occupation distribution, varies by income category.

2 For Industries representing more than 1% of total employment for any of the two IMPLAN income categories (see note 1).

Prepared by: Keyser Marston Associates, Inc.
Filename: Sacramento Nexus model; B-1 IMPLAN model; 7/1/2013; dd

APPENDIX I TABLE B-1
IMPLAN MODEL OUTPUT
EMPLOYMENT GENERATED
MIXED INCOME HOUSING ORDINANCE UPDATE
CITY OF SACRAMENTO, CA

Per 100 Market Rate Units	PROTOTYPE 5: URBAN INFILL CONDOMINIUM	% of Jobs	PROTOTYPE 6: SUBURBAN INFILL SMALL APARTMENT COMPLEX	PROTOTYPE 7: URBAN INFILL SMALL APARTMENT COMPLEX	PROTOTYPE 8: URBAN INFILL LARGE APARTMENT COMPLEX	% of Jobs
Page 2 of 2						
Gross Income of New Residents (in 100 Market Rate Units) [1]	$8,400,000		$5,700,000	$7,100,000	$7,100,000	
Employment Generated by Industry [2]						
Food services and drinking places	7.5	12%	5.1	6.3	6.3	12%
Real estate establishments	3.2	5%	2.4	3.0	3.0	5%
Private hospitals	2.4	4%	2.2	2.8	2.8	5%
Offices of physicians, dentists, and other health practitioners	3.2	5%	2.2	2.7	2.7	5%
Nursing and residential care facilities	1.4	2%	1.4	1.8	1.8	3%
Retail Stores - General merchandise	2.5	4%	1.4	1.7	1.7	3%
Wholesale trade businesses	2.0	3%	1.4	1.7	1.7	3%
Securities, commodity contracts, investments, and related activities	2.1	3%	1.3	1.7	1.7	3%
Retail Stores - Food and beverage	2.2	4%	1.2	1.6	1.6	3%
Nondepository credit intermediation and related activities	1.7	3%	1.2	1.4	1.4	3%
Private household operations	1.7	3%	1.0	1.3	1.3	2%
Individual and family services	1.2	2%	1.0	1.2	1.2	2%
Employment services	1.2	2%	0.8	1.1	1.1	2%
Retail Stores - Motor vehicle and parts	1.4	2%	0.8	1.0	1.0	2%
Other private educational services	0.7	1%	0.7	0.9	0.9	2%
Retail Nonstores - Direct and electronic sales	1.3	2%	0.7	0.9	0.9	2%
Civic, social, professional, and similar organizations	0.9	1%	0.7	0.9	0.9	2%
Retail Stores - Clothing and clothing accessories	1.2	2%	0.7	0.8	0.8	2%
Services to buildings and dwellings	0.9	1%	0.6	0.8	0.8	1%
Retail Stores - Miscellaneous	1.1	2%	0.6	0.8	0.8	1%
Personal care services	0.8	1%	0.6	0.8	0.8	1%
Child day care services	0.7	1%	0.6	0.7	0.7	1%
Legal services	0.8	1%	0.6	0.7	0.7	1%
Insurance carriers	0.9	1%	0.6	0.7	0.7	1%
Private elementary and secondary schools	0.7	1%	0.6	0.7	0.7	1%
Medical and diagnostic labs and outpatient and other ambulatory care s	0.9	1%	0.6	0.7	0.7	1%
Monetary authorities and depository credit intermediation activities	0.7	1%	0.5	0.6	0.6	1%
Retail Stores - Health and personal care	0.8	1%	0.5	0.6	0.6	1%
Grantmaking, giving, and social advocacy organizations	0.5	1%	0.5	0.6	0.6	1%
Community food, housing, and other relief services, including rehabilitat	0.2	0%	0.5	0.6	0.6	1%
Automotive repair and maintenance, except car washes	0.6	1%	0.4	0.6	0.6	1%
Retail Stores - Building material and garden supply	0.7	1%	0.4	0.5	0.5	1%
All Other	14.6	23%	9.8	12.2	12.2	22%
Total Employment Generated	62.9	100%	43.5	54.2	54.2	100%

[1] The IMPLAN model tracks how increases in consumer spending creates jobs in the local economy. See Appendix I Tables A-10 and A-11 for estimates of the gross income of residents of the prototypical 100 unit buildings. The model produces results by income category. For this analysis, there are two household income categories: $75,000 - $100,000 (Prototypes 1 and 5) and $50,000 - $75,000 (Prototypes 2, 3, 4, 6, 7, and 8). Expenditures patterns, and therefore, occupation distribution, varies by income category.

[2] For Industries representing more than 1% of total employment for any of the two IMPLAN income categories (see note 1).

Prepared by: Keyser Marston Associates, Inc.
Filename: Sacramento Nexus model; B-1 IMPLAN model; 7/1/2013; dd

C. THE KMA JOBS HOUSING NEXUS MODEL

This section presents a summary of the analysis linking the employment growth associated with residential development, or the output of the IMPLAN model (see Section B), to the estimated number of lower income housing units required in each of three income categories, for each of the eight residential prototype units.

Analysis Approach and Framework

The analysis approach is to examine the employment growth for industries related to consumer spending by residents in the 100-unit modules. Then, through a series of linkage steps, the number of employees is converted to households and housing units by affordability level. The findings are expressed in terms of numbers of affordable households per 100 market rate units.

The analysis addresses the affordable unit demand associated with single family detached, single family attached and rental units in Sacramento County. The table below shows the 2013 Sacramento County Area Median Income (AMI), as well as the income limits for the three categories that were evaluated: 30%, 50% and 80% of AMI. The income definitions used in the analysis are those published by the California Department of Housing and Community Development (HCD). Typically, HCD uses the U.S. Department of Housing and Urban Development's income limits. However, the 2013 HUD income limits for Sacramento County actually dropped from 2012 levels. The 2013 income limits for Sacramento, therefore, reflect the implementation of HCD's 'hold harmless' policy, which allows the 2012 income limits to remain in effect instead of the lower income limits.

The income categories are consistent with those included in the City's Mixed-Income Housing Program.

2013 Income Limits for Sacramento County

	Household Size (Persons)					
	1	*2*	*3*	*4*	*5*	*6 +*
30% of Median	$16,000	$18,300	$20,600	$22,850	$24,700	$26,550
50% of Median	$26,650	$30,450	$34,250	$38,050	$41,100	$44,150
80% of Median	$42,650	$48,750	$54,850	$60,900	$65,800	$70,650
Area Median Income	$53,250	$60,900	$68,500	$76,100	$82,200	$88,300

The analysis is conducted using a model that KMA developed and has applied to similar evaluations in many other jurisdictions. The model inputs are all local data to the extent possible, and are fully documented in the following description.

Analysis Steps

The tables at the end of this section present a summary of the nexus analysis steps for the prototype units. Following is a description of each step of the analysis.

Step 1 – Estimate of Total New Employees

Table C-1 commences with the total number of employees associated with the new market rate units. The employees were estimated based on household expenditures of new residents using the IMPLAN model (see Section B).

Step 2 – Adjustment from Employees to Employee Households

This step (Table C-1) converts the number of employees to the number of employee households, recognizing that there is, on average, more than one worker per household, and thus the number of housing units in demand for new workers is reduced. The workers-per-worker-household ratio eliminates from the equation all non-working households, such as retired persons, students, and those on public assistance. The County average of 1.53 workers per worker household (from the U. S. Census Bureau 2009-2011 American Community Survey) is used for this step in the analysis. The number of jobs is divided by 1.53 to determine the number of worker households. Average workers related to all households is a lower ratio because all households are counted in the denominator, not just worker households; using average workers per total households would produce greater demand for housing units. The 1.53 ratio covers all workers, full and part time.

Step 3 – Occupational Distribution of Employees

The occupational breakdown of employees is the first step to arrive at income level. The output from the IMPLAN model provides the number of employees by industry sector. The IMPLAN output is paired with data from the Department of Labor, Bureau of Labor Statistics May 2011 Occupational Employment Survey (OES) to estimate the occupational composition of employees for each industry sector.

Pairing of OES and IMPLAN data was accomplished by matching IMPLAN industry sector codes with the four-digit North American Industry Classification System Code (NAICS) used in the OES. Each IMPLAN industry sector is associated with one or more NAICS codes, with matching NAICS codes ranging from two to five digits. Employment for IMPLAN sectors with multiple matching NAICS codes was distributed among the matching codes based on the distribution of employment among those industries at the national level. Employment for IMPLAN sectors where matching NAICS codes were only at the two- or three-digit level of detail was distributed using a similar approach, among all of the corresponding four-digit NAICS codes falling under the broader two- or three-digit categories.

National-level employment totals for each industry within the OES were pro-rated to match the employment distribution projected using the IMPLAN model, which varies by income category. Occupational composition within each industry was held constant. The result is the estimated occupational mix of employees, by income category. Table C-2 presents a summary of the results for the suburban infill small single family and the urban infill condo households. Table C-3 presents a summary for the other prototypes.

As shown on Table C-1, new jobs will be distributed across a variety of occupational categories. The three largest occupational categories are office and administrative support (18-19%), sales (15-17%), and food preparation and serving (13%). Step 3 of Table C-1 indicates both the percentage of total employee households and the number of employee households by occupation associated with 100-unit market rate units.

Step 4 – Estimates of Employee Households Meeting the Lower Income Definitions

In this step, occupation is translated to income based on recent Sacramento County wage and salary information from the California Employment Development Department. The wage and salary information summarized in Tables C-4 (for suburban infill small single family and the urban infill condo households) and C-5 (for all other households) provided the income inputs to the model. This step in the analysis calculates the number of employee households that fall into each income category for each household size.

Individual *employee* income data was used to calculate the number of *households* that fall into the income categories by assuming that multiple earner households are, on average, formed of individuals with similar incomes. Employee households not falling into one of the major occupation categories per Tables C-2 or C-3 are assumed to have the same income distribution as the major occupation categories as a whole.

Step 5 – Estimate of Household Size Distribution

In this step, household size distribution was input into the model in order to estimate the income and household size combinations that meet the income definitions for Sacramento County. The household size distribution utilized in the analysis is that of worker households in Sacramento County derived using American Community Survey (ACS) data. The model employs a distribution of the number of workers per household by household size. For example, four-person worker households can have one, two, three, or four workers in the household. The model uses ACS data to develop a distribution of the number of the workers per worker household, by household size.

Step 6 – Estimate of Households that Meet Size and Income Criteria

For this step KMA built a cross-matrix of household size and income to establish probability factors for the two criteria in combination. For each occupational group a probability factor was

calculated for each income level and household size/number of workers combination, and multiplied by the number of households. Table C-6 shows the result after completing Steps 4, 5, and 6. The calculated number of households that meet size and income criteria shown are for the under 30% of AMI category generated by 100 market rate prototype units. The methodology was repeated for each income tier, resulting in a total count of worker households per 100 units.

Summary Findings

Table C-7 indicates the results of the analysis for the residential prototype units. The table presents the number of households generated in each affordability category and the total number over 80% of Area Median Income.

According to Table C-7, approximately 60% of new worker households generated by the expenditures of new residents have incomes below 80% of AMI, including 7% earning less than 30% of AMI. The finding that the jobs associated with consumer spending tend to be low-paying jobs where the workers will require housing affordable at the lower income levels is not surprising. As noted above, direct consumer spending results in employment that is concentrated in lower paid occupations including food preparation, administrative, and retail sales.

The findings in Table C-7 are presented below. The table shows the total demand for affordable housing units associated with 100 market rate units.

New Worker Households by Income Level per 100 Market Rate Units, Ownership Prototypes

	Suburban Infill Small SFR	*Outer-Edge Suburban Large SFR*	*Outer-Edge Suburban Small Lot SFR*	*Suburban Infill Large Condo*	*Urban Infill Condo*
Under 30% AMI	2.7	2.4	2.0	2.4	2.7
30% to 50% AMI	9.7	8.7	7.1	8.6	9.8
50% to 80% AMI	11.8	10.6	8.7	10.4	11.9
Total, Less than 80% AMI	24.2	21.6	17.8	21.4	24.5
Greater than 80% AMI	16.5	15.3	12.6	15.1	16.7
Total, New Households	40.7	37.0	30.5	36.5	41.2

New Worker Households by Income Level per 100 Market Rate Units, Rental Prototypes

	Suburban Infill Small Project Rental	*Urban Infill Small Project Rental*	*Urban Infill Larger Project Rental*
Under 30% AMI	1.9	2.3	2.3
30% to 50% AMI	6.7	8.3	8.3
50% to 80% AMI	8.1	10.1	10.1
Total, Less than 80% AMI	16.7	20.8	20.8
Greater than 80% AMI	11.8	14.7	14.7
Total, New Households	28.5	35.5	35.5

Inclusionary Percentages Supported

The analysis findings identify how many lower income households are generated for every 100 market rate units. These findings are adjusted to percentages for purposes of comparison to inclusionary requirements. The percentages are calculated including both market rate and affordable units (for example, 25 affordable units per 100 market rate units translates to a project of 125 units; 25 affordable units out of 125 units equals 20%).

The inset table below presents the results of the analysis, drawn from Table C-8. Each tier is cumulative, or inclusive of the tiers above. It is recalled that a Court decision (*Palmer*) precludes jurisdictions from requiring affordable on-site units that limit initial rents and on-going rent levels. Instead cities may require an impact fee. Therefore, the inclusionary percentages supported by rental units are not calculated.

Cumulative Inclusionary Percentage Supported by Nexus Analysis, Ownership Units

	Suburban Infill Small SFR	*Outer-Edge Suburban Large SFR*	*Outer-Edge Suburban Small Lot SFR*	*Suburban Infill Large Condo*	*Urban Infill Condo*
Extremely Low Income	2.6%	2.3%	1.9%	2.3%	2.7%
Very Low Income	11.0%	10.0%	8.4%	9.8%	11.2%
Low Income	19.5%	17.8%	15.1%	17.6%	19.7%

The findings of the analysis are presented for each of the ownership prototypes. The analysis supports maximum inclusionary percentages between 15.1% and 19.7%, depending on the prototype.

The nexus analysis presented in this report is an impact analysis only and the percentages shown above are not recommended inclusionary levels. The analysis has been prepared solely to demonstrate support for inclusionary measures and impact fees from the nexus perspective.

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APPENDIX I TABLE C-1
NET NEW HOUSEHOLDS AND OCCUPATION DISTRIBUTION
EMPLOYEE HOUSEHOLDS GENERATED
MIXED INCOME HOUSING ORDINANCE UPDATE
CITY OF SACRAMENTO, CA

Per 100 Market Rate Units	**PROTOTYPE 1: SUBURBAN INFILL SMALL SFR PROJECT**	**PROTOTYPE 2: OUTER-EDGE SUBURBAN LARGE SFR**	**PROTOTYPE 3: OUTER-EDGE SUBURBAN SMALL LOT/ CLUSTER SFR**	**PROTOTYPE 4: SUBURBAN INFILL LARGE CONDO**	**PROTOTYPE 5: URBAN INFILL CONDOMINIUM**	**PROTOTYPE 6: SUBURBAN INFILL SMALL APARTMENT COMPLEX**	**PROTOTYPE 7: URBAN INFILL SMALL APARTMENT COMPLEX**	**PROTOTYPE 8: URBAN INFILL LARGE APARTMENT COMPLEX**
Step 1 - Employees [1]	62.1	56.5	46.5	55.7	62.9	43.5	54.2	54.2
Step 2 - Adjustment for Number of Households (1.53)[2]	40.7	37.0	30.5	36.5	41.2	28.5	35.5	35.5
Step 3 - Occupation Distribution [3]								
Management Occupations	4.5%	4.6%	4.6%	4.6%	4.5%	4.6%	4.6%	4.6%
Business and Financial Operations	5.4%	5.4%	5.4%	5.4%	5.4%	5.4%	5.4%	5.4%
Computer and Mathematical	1.7%	1.7%	1.7%	1.7%	1.7%	1.7%	1.7%	1.7%
Architecture and Engineering	0.4%	0.4%	0.4%	0.4%	0.4%	0.4%	0.4%	0.4%
Life, Physical, and Social Science	0.3%	0.3%	0.3%	0.3%	0.3%	0.3%	0.3%	0.3%
Community and Social Services	1.5%	1.9%	1.9%	1.9%	1.5%	1.9%	1.9%	1.9%
Legal	0.9%	0.9%	0.9%	0.9%	0.9%	0.9%	0.9%	0.9%
Education, Training, and Library	2.4%	3.0%	3.0%	3.0%	2.4%	3.0%	3.0%	3.0%
Arts, Design, Entertainment, Sports, and Media	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%	1.6%
Healthcare Practitioners and Technical	6.5%	7.1%	7.1%	7.1%	6.5%	7.1%	7.1%	7.1%
Healthcare Support	3.6%	4.1%	4.1%	4.1%	3.6%	4.1%	4.1%	4.1%
Protective Service	1.2%	1.2%	1.2%	1.2%	1.2%	1.2%	1.2%	1.2%
Food Preparation and Serving Related	12.9%	12.8%	12.8%	12.8%	12.9%	12.8%	12.8%	12.8%
Building and Grounds Cleaning and Maint.	5.4%	5.3%	5.3%	5.3%	5.4%	5.3%	5.3%	5.3%
Personal Care and Service	4.3%	4.9%	4.9%	4.9%	4.3%	4.9%	4.9%	4.9%
Sales and Related	16.6%	14.6%	14.6%	14.6%	16.6%	14.6%	14.6%	14.6%
Office and Administrative Support	18.8%	18.4%	18.4%	18.4%	18.8%	18.4%	18.4%	18.4%
Farming, Fishing, and Forestry	0.1%	0.1%	0.1%	0.1%	0.1%	0.1%	0.1%	0.1%
Construction and Extraction	0.8%	0.8%	0.8%	0.8%	0.8%	0.8%	0.8%	0.8%
Installation, Maintenance, and Repair	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%	4.0%
Production	1.8%	1.7%	1.7%	1.7%	1.8%	1.7%	1.7%	1.7%
Transportation and Material Moving	5.5%	5.2%	5.2%	5.2%	5.5%	5.2%	5.2%	5.2%
Totals	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
Management Occupations	1.8	1.7	1.4	1.7	1.8	1.3	1.6	1.6
Business and Financial Operations	2.2	2.0	1.6	2.0	2.2	1.5	1.9	1.9
Computer and Mathematical	0.7	0.6	0.5	0.6	0.7	0.5	0.6	0.6
Architecture and Engineering	0.2	0.2	0.1	0.2	0.2	0.1	0.1	0.1
Life, Physical, and Social Science	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1
Community and Social Services	0.6	0.7	0.6	0.7	0.6	0.5	0.7	0.7
Legal	0.4	0.3	0.3	0.3	0.4	0.3	0.3	0.3
Education, Training, and Library	1.0	1.1	0.9	1.1	1.0	0.9	1.1	1.1
Arts, Design, Entertainment, Sports, and Media	0.6	0.6	0.5	0.6	0.6	0.5	0.6	0.6
Healthcare Practitioners and Technical	2.7	2.6	2.2	2.6	2.7	2.0	2.5	2.5
Healthcare Support	1.5	1.5	1.3	1.5	1.5	1.2	1.5	1.5
Protective Service	0.5	0.4	0.4	0.4	0.5	0.3	0.4	0.4
Food Preparation and Serving Related	5.3	4.7	3.9	4.6	5.3	3.6	4.5	4.5
Building and Grounds Cleaning and Maint.	2.2	2.0	1.6	1.9	2.2	1.5	1.9	1.9
Personal Care and Service	1.7	1.8	1.5	1.8	1.8	1.4	1.7	1.7
Sales and Related	6.8	5.4	4.4	5.3	6.8	4.1	5.2	5.2
Office and Administrative Support	7.6	6.8	5.6	6.7	7.7	5.2	6.5	6.5
Farming, Fishing, and Forestry	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Construction and Extraction	0.3	0.3	0.2	0.3	0.3	0.2	0.3	0.3
Installation, Maintenance, and Repair	1.6	1.5	1.2	1.4	1.7	1.1	1.4	1.4
Production	0.7	0.6	0.5	0.6	0.7	0.5	0.6	0.6
Transportation and Material Moving	2.2	1.9	1.6	1.9	2.2	1.5	1.8	1.8
Totals	40.7	37.0	30.5	36.5	41.2	28.5	35.5	35.5

Notes:

[1] Estimated employment generated by household expenditures within 100 prototypical market rate units. Employment estimates are based on the IMPLAN Group's economic model, IMPLAN, for Sacramento County. Estimates vary by household income level. For this analysis, there are two household income categories:$75,000 - $100,000 (Prototypes 1 and 5) and $50,000 - $75,000 (Prototypes 2, 3, 4, 6, 7, and 8). Expenditures patterns, and therefore, occupation distribution, varies by income category.

[2] Adjustment from number of workers to number of households based on ratio of 1.53 workers per worker household derived from the U.S. Census American Community Survey 2009 to 2011.

[3] See Tables C-2 through C-5 for additional information on Major Occupation Categories.

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\\Sf-fs2\wp\18\18996\027\Sacramento Nexus model; c-1 HH & Ocupations; 7/1/2013; dd

APPENDIX I TABLE C-2
WORKER OCCUPATION DISTRIBUTION, 2011
SERVICES TO HOUSEHOLDS EARNING $75,000 - $100,000 / YEAR
MIXED INCOME HOUSING ORDINANCE UPDATE
CITY OF SACRAMENTO, CA

Major Occupations (2% or more)	Worker Occupation Distribution[1] Services to Households Earning $75,000 - $100,000 / Year
Management Occupations	*4.3%*
Business and Financial Operations Occupations	*5.2%*
Education, Training, and Library Occupations	*2.3%*
Healthcare Practitioners and Technical Occupations	*6.3%*
Healthcare Support Occupations	*3.5%*
Food Preparation and Serving Related Occupations	*12.5%*
Building and Grounds Cleaning and Maintenance Occupations	*5.2%*
Personal Care and Service Occupations	*4.1%*
Sales and Related Occupations	*16.0%*
Office and Administrative Support Occupations	*18.1%*
Installation, Maintenance, and Repair Occupations	*3.9%*
Transportation and Material Moving Occupations	*5.3%*
All Other Worker Occupations - Services to Households Earning $75,000 - $100,000 / Year	*13.2%*
TOTAL	100.0%

[1] Distribution of employment by industry is per the IMPLAN model and the distribution of occupational employment within those industries is based on the Bureau of Labor Statistics Occupational Employment Survey.

Source: Bureau of Labor Statistics, Minnesota IMPLAN Group
Keyser Marston Associates, Inc.
\\Sf-fs2\wp\18\18996\027\75-100K Sacramento; C2 Major Occupations Matrix; 7/1/2013; dd

APPENDIX I TABLE C-3
WORKER OCCUPATION DISTRIBUTION, 2011
SERVICES TO HOUSEHOLDS EARNING $50,000 - $75,000 / YEAR
MIXED INCOME HOUSING ORDINANCE UPDATE
CITY OF SACRAMENTO, CA

Major Occupations (2% or more)	Worker Occupation Distribution[1] Services to Households Earning $50,000 - $75,000 / Year
Management Occupations	*4.5%*
Business and Financial Operations Occupations	*5.2%*
Education, Training, and Library Occupations	*3.0%*
Healthcare Practitioners and Technical Occupations	*6.9%*
Healthcare Support Occupations	*4.0%*
Food Preparation and Serving Related Occupations	*12.4%*
Building and Grounds Cleaning and Maintenance Occupations	*5.1%*
Personal Care and Service Occupations	*4.7%*
Sales and Related Occupations	*14.1%*
Office and Administrative Support Occupations	*17.8%*
Installation, Maintenance, and Repair Occupations	*3.8%*
Transportation and Material Moving Occupations	*5.0%*
All Other Worker Occupations - Services to Households Earning $50,000 - $75,000 / Year	*13.5%*
TOTAL	100.0%

[1] Distribution of employment by industry is per the IMPLAN model and the distribution of occupational employment within those industries is based on the Bureau of Labor Statistics Occupational Employment Survey.

Source: Bureau of Labor Statistics, Minnesota IMPLAN Group
Keyser Marston Associates, Inc.
\\Sf-fs2\wp\18\18996\027\50-75K Sacramento; C3 Major Occupations Matrix; 7/1/2013; dd

APPENDIX I TABLE C-4
AVERAGE ANNUAL WORKER COMPENSATION, 2012
EMPLOYMENT GENERATED BY HOUSEHOLDS EARNING $75,000 - $100,000 / YEAR
MIXED INCOME HOUSING ORDINANCE UPDATE
CITY OF SACRAMENTO, CA

	EMPLOYMENT GENERATED BY HOUSEHOLDS EARNING $75,000 - $100,000 / YEAR		
Occupation [3]	**2012 Avg. Compensation [1]**	**% of Total Occupation Group [2]**	**% of Total Workers**
Page 1 of 3			
Management Occupations			
General and Operations Managers	$121,400	32.2%	1.4%
Sales Managers	$112,100	6.0%	0.3%
Financial Managers	$111,300	10.0%	0.4%
Food Service Managers	$49,600	4.5%	0.2%
Medical and Health Services Managers	$118,000	5.1%	0.2%
Property, Real Estate, and Community Association Managers	$73,000	10.0%	0.4%
All other Management Occupations (Avg. All Categories)	$106,900	32.1%	1.4%
Weighted Mean Annual Wage	***$106,900***	**100.0%**	**4.3%**
Business and Financial Operations Occupations			
Claims Adjusters, Examiners, and Investigators	$62,900	4.7%	0.2%
Human Resources, Training, and Labor Relations Specialists, All Other*	$63,700	6.2%	0.3%
Management Analysts	$83,100	6.1%	0.3%
Market Research Analysts and Marketing Specialists*	$81,200	4.9%	0.3%
Business Operations Specialists, All Other*	$70,600	10.8%	0.6%
Accountants and Auditors	$66,800	16.2%	0.8%
Financial Analysts	$80,600	7.2%	0.4%
Personal Financial Advisors	$80,000	9.2%	0.5%
Loan Officers	$74,100	9.6%	0.5%
All Other Business and Financial Operations Occupations (Avg. All Categories)	$73,000	25.2%	1.3%
Weighted Mean Annual Wage	***$73,000***	**100.0%**	**5.2%**
Education, Training, and Library Occupations			
Vocational Education Teachers, Postsecondary	$66,400	4.3%	0.1%
Preschool Teachers, Except Special Education	$29,300	17.1%	0.4%
Elementary School Teachers, Except Special Education	$66,900	8.8%	0.2%
Secondary School Teachers, Except Special and Career/Technical Education	$65,500	6.1%	0.1%
Self-Enrichment Education Teachers	$39,200	9.4%	0.2%
Teachers and Instructors, All Other*	$45,300	10.6%	0.2%
Teacher Assistants	$30,900	17.0%	0.4%
All Other Education, Training, and Library Occupations (Avg. All Categories)	$43,000	26.7%	0.6%
Weighted Mean Annual Wage	***$43,000***	**100.0%**	**2.3%**
Healthcare Practitioners and Technical Occupations			
Pharmacists	$124,500	4.8%	0.3%
Physicians and Surgeons, All Other	$181,000	4.6%	0.3%
Registered Nurses*	$100,500	31.3%	2.0%
Pharmacy Technicians	$40,300	6.5%	0.4%
Licensed Practical and Licensed Vocational Nurses	$55,000	8.7%	0.5%
All Other Healthcare Practitioners and Technical Occupations (Avg. All Categories)	$95,000	44.1%	2.8%
Weighted Mean Annual Wage	***$95,000***	**100.0%**	**6.3%**

Sources: U.S. Bureau of Labor Statistics, California Employment Development Department, Minnesota IMPLAN Group
Keyser Marston Associates, Inc.
\\Sf-fs2\wp\18\18996\027\75-100K Sacramento; C4 Compensation; 7/1/2013; dd

APPENDIX I TABLE C-4
AVERAGE ANNUAL WORKER COMPENSATION, 2012
EMPLOYMENT GENERATED BY HOUSEHOLDS EARNING $75,000 - $100,000 / YEAR
MIXED INCOME HOUSING ORDINANCE UPDATE
CITY OF SACRAMENTO, CA

Occupation [3]	EMPLOYMENT GENERATED BY HOUSEHOLDS EARNING $75,000 - $100,000 / YEAR		
	2012 Avg. Compensation [1]	% of Total Occupation Group [2]	% of Total Workers
Page 2 of 3			
Healthcare Support Occupations			
Home Health Aides	$23,700	22.1%	0.8%
Nursing Aides, Orderlies, and Attendants*	$32,400	29.4%	1.0%
Dental Assistants	$38,200	11.0%	0.4%
Medical Assistants	$33,100	18.3%	0.6%
Healthcare Support Workers, All Other*	$36,400	4.8%	0.2%
All Other Healthcare Support Occupations (Avg. All Categories)	$31,300	14.5%	0.5%
Weighted Mean Annual Wage	***$31,300***	**100.0%**	**3.5%**
Food Preparation and Serving Related Occupations			
First-Line Supervisors of Food Preparation and Serving Workers	$31,200	6.9%	0.9%
Cooks, Fast Food	$19,000	4.9%	0.6%
Cooks, Restaurant	$24,000	8.8%	1.1%
Food Preparation Workers	$22,100	6.5%	0.8%
Bartenders	$22,500	4.9%	0.6%
Combined Food Preparation and Serving Workers, Including Fast Food	$20,600	26.0%	3.2%
Waiters and Waitresses	$21,400	21.3%	2.7%
Dishwashers	$19,600	4.5%	0.6%
All Other Food Preparation and Serving Related Occupations (Avg. All Categories)	$22,100	16.1%	2.0%
Weighted Mean Annual Wage	***$22,100***	**100.0%**	**12.5%**
Building and Grounds Cleaning and Maintenance Occupations			
Janitors and Cleaners, Except Maids and Housekeeping Cleaners	$27,700	52.5%	2.7%
Maids and Housekeeping Cleaners	$24,600	11.1%	0.6%
Landscaping and Groundskeeping Workers	$28,100	25.6%	1.3%
All Other Building and Grounds Cleaning and Maintenance Occupations (Avg. All Categories)	$27,400	10.9%	0.6%
Weighted Mean Annual Wage	***$27,400***	**100.0%**	**5.2%**
Personal Care and Service Occupations			
Nonfarm Animal Caretakers	$21,300	5.2%	0.2%
Amusement and Recreation Attendants	$20,000	6.2%	0.3%
Hairdressers, Hairstylists, and Cosmetologists	$26,400	17.4%	0.7%
Childcare Workers	$22,600	15.1%	0.6%
Personal Care Aides	$22,300	22.4%	0.9%
Fitness Trainers and Aerobics Instructors	$38,100	5.8%	0.2%
Recreation Workers	$24,500	5.2%	0.2%
All Other Personal Care and Service Occupations (Avg. All Categories)	$24,400	22.6%	0.9%
Weighted Mean Annual Wage	***$24,400***	**100.0%**	**4.1%**
Sales and Related Occupations			
First-Line Supervisors of Retail Sales Workers	$41,500	9.3%	1.5%
Cashiers	$24,100	24.0%	3.9%
Retail Salespersons	$26,100	35.6%	5.7%
Securities, Commodities, and Financial Services Sales Agents	$83,500	5.6%	0.9%
Sales Representatives, Wholesale and Manufacturing, Except Technical and Scientific Products	$67,900	4.3%	0.7%
All Other Sales and Related Occupations (Avg. All Categories)	$33,700	21.1%	3.4%
Weighted Mean Annual Wage	***$33,700***	**100.0%**	**16.0%**

Sources: U.S. Bureau of Labor Statistics, California Employment Development Department, Minnesota IMPLAN Group
Keyser Marston Associates, Inc.
\\Sf-fs2\wp\18\18996\027\75-100K Sacramento; C4 Compensation; 7/1/2013; dd

APPENDIX I TABLE C-4
AVERAGE ANNUAL WORKER COMPENSATION, 2012
EMPLOYMENT GENERATED BY HOUSEHOLDS EARNING $75,000 - $100,000 / YEAR
MIXED INCOME HOUSING ORDINANCE UPDATE
CITY OF SACRAMENTO, CA

Occupation [3]	EMPLOYMENT GENERATED BY HOUSEHOLDS EARNING $75,000 - $100,000 / YEAR		
	2012 Avg. Compensation [1]	% of Total Occupation Group [2]	% of Total Workers
Page 3 of 3			
Office and Administrative Support Occupations			
First-Line Supervisors of Office and Administrative Support Workers	$62,400	6.7%	1.2%
Bookkeeping, Accounting, and Auditing Clerks	$41,800	7.6%	1.4%
Customer Service Representatives	$37,800	11.6%	2.1%
Receptionists and Information Clerks	$29,000	6.0%	1.1%
Stock Clerks and Order Fillers	$28,000	10.6%	1.9%
Executive Secretaries and Executive Administrative Assistants	$50,500	4.2%	0.8%
Secretaries and Administrative Assistants, Except Legal, Medical, and Executive	$37,700	8.5%	1.5%
Office Clerks, General	$34,100	13.0%	2.4%
All Other Office and Administrative Support Occupations (Avg. All Categories)	$38,400	31.9%	5.8%
Weighted Mean Annual Wage	***$38,400***	**100.0%**	**18.1%**
Installation, Maintenance, and Repair Occupations			
First-Line Supervisors of Mechanics, Installers, and Repairers	$67,800	7.7%	0.3%
Automotive Body and Related Repairers	$44,900	4.9%	0.2%
Automotive Service Technicians and Mechanics	$45,900	19.2%	0.7%
Maintenance and Repair Workers, General	$43,000	33.8%	1.3%
All Other Installation, Maintenance, and Repair Occupations (Avg. All Categories)	$46,900	34.5%	1.3%
Weighted Mean Annual Wage	***$46,900***	**100.0%**	**3.9%**
Transportation and Material Moving Occupations			
Driver/Sales Workers	$29,000	8.4%	0.4%
Heavy and Tractor-Trailer Truck Drivers	$41,300	14.5%	0.8%
Light Truck or Delivery Services Drivers	$36,600	11.8%	0.6%
Industrial Truck and Tractor Operators	$37,100	4.2%	0.2%
Cleaners of Vehicles and Equipment	$21,100	6.2%	0.3%
Laborers and Freight, Stock, and Material Movers, Hand	$29,400	25.4%	1.3%
Packers and Packagers, Hand	$26,300	8.7%	0.5%
All Other Transportation and Material Moving Occupations (Avg. All Categories)	$32,000	20.8%	1.1%
Weighted Mean Annual Wage	***$32,000***	**100.0%**	**5.3%**
			86.8%

[1] The methodology utilized by the California Employment Development Department (EDD) assumes that hourly paid employees are employed full-time. Annual compensation is calculated by EDD by multiplying hourly wages by 40 hours per work week by 52 weeks.

[2] Occupation percentages are based on the 2011 National Industry - Specific Occupational Employment survey compiled by the Bureau of Labor Statistics. Wages are based on the 2011 Occupational Employment Survey data for Sacramento, updated by the California Employment Development Department to 2012 wage levels.

[3] Including occupations representing 4% or more of the major occupation group

Sources: U.S. Bureau of Labor Statistics, California Employment Development Department, Minnesota IMPLAN Group
Keyser Marston Associates, Inc.
\\Sf-fs2\wp\18\18996\027\75-100K Sacramento; C4 Compensation; 7/1/2013; dd

APPENDIX I TABLE C-5
AVERAGE ANNUAL WORKER COMPENSATION, 2012
EMPLOYMENT GENERATED BY HOUSEHOLDS EARNING $50,000 - $75,000 / YEAR
MIXED INCOME HOUSING ORDINANCE UPDATE
CITY OF SACRAMENTO, CA

	EMPLOYMENT GENERATED BY HOUSEHOLDS EARNING $50,000 - $75,000 / YEAR		
Occupation [3]	**2012 Avg. Compensation [1]**	**% of Total Occupation Group [2]**	**% of Total Workers**
Page 1 of 3			
Management Occupations			
General and Operations Managers	$121,400	31.1%	1.4%
Sales Managers	$112,100	5.4%	0.2%
Financial Managers	$111,300	9.6%	0.4%
Food Service Managers	$49,600	4.4%	0.2%
Medical and Health Services Managers	$118,000	5.7%	0.3%
Property, Real Estate, and Community Association Managers	$73,000	10.5%	0.5%
All other Management Occupations (Avg. All Categories)	$106,500	33.4%	1.5%
Weighted Mean Annual Wage	***$106,500***	**100.0%**	**4.5%**
Business and Financial Operations Occupations			
Claims Adjusters, Examiners, and Investigators	$62,900	4.5%	0.2%
Human Resources, Training, and Labor Relations Specialists, All Other*	$63,700	6.6%	0.3%
Management Analysts	$83,100	6.2%	0.3%
Market Research Analysts and Marketing Specialists*	$81,200	5.0%	0.3%
Business Operations Specialists, All Other*	$70,600	11.4%	0.6%
Accountants and Auditors	$66,800	16.4%	0.9%
Financial Analysts	$80,600	6.7%	0.4%
Personal Financial Advisors	$80,000	8.3%	0.4%
Loan Officers	$74,100	9.6%	0.5%
All Other Business and Financial Operations Occupations (Avg. All Categories)	$72,800	25.4%	1.3%
Weighted Mean Annual Wage	***$72,800***	**100.0%**	**5.2%**
Education, Training, and Library Occupations			
Vocational Education Teachers, Postsecondary	$66,400	5.3%	0.2%
Preschool Teachers, Except Special Education	$29,300	16.7%	0.5%
Elementary School Teachers, Except Special Education	$66,900	7.9%	0.2%
Secondary School Teachers, Except Special and Career/Technical Education	$65,500	5.5%	0.2%
Self-Enrichment Education Teachers	$39,200	10.6%	0.3%
Teachers and Instructors, All Other*	$45,300	11.5%	0.3%
Teacher Assistants	$30,900	16.6%	0.5%
All Other Education, Training, and Library Occupations (Avg. All Categories)	$42,900	25.9%	0.8%
Weighted Mean Annual Wage	***$42,900***	**100.0%**	**3.0%**
Healthcare Practitioners and Technical Occupations			
Physicians and Surgeons, All Other	$181,000	4.3%	0.3%
Registered Nurses*	$100,500	34.2%	2.4%
Pharmacy Technicians	$40,300	5.2%	0.4%
Licensed Practical and Licensed Vocational Nurses	$55,000	9.5%	0.7%
All Other Healthcare Practitioners and Technical Occupations (Avg. All Categories)	$93,000	46.7%	3.2%
Weighted Mean Annual Wage	***$93,000***	**100.0%**	**6.9%**

Sources: U.S. Bureau of Labor Statistics, California Employment Development Department, Minnesota IMPLAN Group
Keyser Marston Associates, Inc.
\\Sf-fs2\wp\18\18996\027\50-75K Sacramento; C5 Compensation; 7/1/2013; dd

APPENDIX I TABLE C-5
AVERAGE ANNUAL WORKER COMPENSATION, 2012
EMPLOYMENT GENERATED BY HOUSEHOLDS EARNING $50,000 - $75,000 / YEAR
MIXED INCOME HOUSING ORDINANCE UPDATE
CITY OF SACRAMENTO, CA

	EMPLOYMENT GENERATED BY HOUSEHOLDS EARNING $50,000 - $75,000 / YEAR		
Occupation [3]	**2012 Avg. Compensation [1]**	**% of Total Occupation Group [2]**	**% of Total Workers**
Page 2 of 3			
Healthcare Support Occupations			
Home Health Aides	$23,700	22.7%	0.9%
Nursing Aides, Orderlies, and Attendants*	$32,400	34.4%	1.4%
Dental Assistants	$38,200	9.2%	0.4%
Medical Assistants	$33,100	15.7%	0.6%
Healthcare Support Workers, All Other*	$36,400	4.5%	0.2%
All Other Healthcare Support Occupations (Avg. All Categories)	$31,100	13.5%	0.5%
Weighted Mean Annual Wage	***$31,100***	**100.0%**	**4.0%**
Food Preparation and Serving Related Occupations			
First-Line Supervisors of Food Preparation and Serving Workers	$31,200	6.9%	0.9%
Cooks, Fast Food	$19,000	4.9%	0.6%
Cooks, Restaurant	$24,000	8.7%	1.1%
Food Preparation Workers	$22,100	6.4%	0.8%
Bartenders	$22,500	5.0%	0.6%
Combined Food Preparation and Serving Workers, Including Fast Food	$20,600	25.6%	3.2%
Waiters and Waitresses	$21,400	21.2%	2.6%
Dishwashers	$19,600	4.5%	0.6%
All Other Food Preparation and Serving Related Occupations (Avg. All Categories)	$22,100	16.7%	2.1%
Weighted Mean Annual Wage	***$22,100***	**100.0%**	**12.4%**
Building and Grounds Cleaning and Maintenance Occupations			
Janitors and Cleaners, Except Maids and Housekeeping Cleaners	$27,700	51.6%	2.6%
Maids and Housekeeping Cleaners	$24,600	12.4%	0.6%
Landscaping and Groundskeeping Workers	$28,100	25.2%	1.3%
All Other Building and Grounds Cleaning and Maintenance Occupations (Avg. All Categories)	$27,400	10.7%	0.5%
Weighted Mean Annual Wage	***$27,400***	**100.0%**	**5.1%**
Personal Care and Service Occupations			
Nonfarm Animal Caretakers	$21,300	4.5%	0.2%
Amusement and Recreation Attendants	$20,000	5.8%	0.3%
Hairdressers, Hairstylists, and Cosmetologists	$26,400	16.1%	0.8%
Childcare Workers	$22,600	16.2%	0.8%
Personal Care Aides	$22,300	22.9%	1.1%
Fitness Trainers and Aerobics Instructors	$38,100	5.7%	0.3%
Recreation Workers	$24,500	5.5%	0.3%
All Other Personal Care and Service Occupations (Avg. All Categories)	$24,300	23.3%	1.1%
Weighted Mean Annual Wage	***$24,300***	**100.0%**	**4.7%**
Sales and Related Occupations			
First-Line Supervisors of Retail Sales Workers	$41,500	8.8%	1.2%
Cashiers	$24,100	23.1%	3.3%
Counter and Rental Clerks	$31,100	4.6%	0.6%
Retail Salespersons	$26,100	33.4%	4.7%
Securities, Commodities, and Financial Services Sales Agents	$83,500	5.8%	0.8%
Sales Representatives, Wholesale and Manufacturing, Except Technical and Scientific Products	$67,900	4.9%	0.7%
All Other Sales and Related Occupations (Avg. All Categories)	$34,100	19.5%	2.7%
Weighted Mean Annual Wage	***$34,100***	**100.0%**	**14.1%**

Sources: U.S. Bureau of Labor Statistics, California Employment Development Department, Minnesota IMPLAN Group
Keyser Marston Associates, Inc.
\\Sf-fs2\wp\18\18996\027\50-75K Sacramento; C5 Compensation; 7/1/2013; dd

APPENDIX I TABLE C-5
AVERAGE ANNUAL WORKER COMPENSATION, 2012
EMPLOYMENT GENERATED BY HOUSEHOLDS EARNING $50,000 - $75,000 / YEAR
MIXED INCOME HOUSING ORDINANCE UPDATE
CITY OF SACRAMENTO, CA

	EMPLOYMENT GENERATED BY HOUSEHOLDS EARNING $50,000 - $75,000 / YEAR		
Occupation [3]	**2012 Avg. Compensation [1]**	**% of Total Occupation Group [2]**	**% of Total Workers**
Page 3 of 3			
Office and Administrative Support Occupations			
First-Line Supervisors of Office and Administrative Support Workers	$62,400	6.6%	1.2%
Bookkeeping, Accounting, and Auditing Clerks	$41,800	7.7%	1.4%
Customer Service Representatives	$37,800	11.3%	2.0%
Receptionists and Information Clerks	$29,000	6.3%	1.1%
Stock Clerks and Order Fillers	$28,000	9.1%	1.6%
Executive Secretaries and Executive Administrative Assistants	$50,500	4.5%	0.8%
Secretaries and Administrative Assistants, Except Legal, Medical, and Executive	$37,700	9.1%	1.6%
Office Clerks, General	$34,100	13.5%	2.4%
All Other Office and Administrative Support Occupations (Avg. All Categories)	$38,600	31.9%	5.7%
Weighted Mean Annual Wage	***$38,600***	**100.0%**	**17.8%**
Installation, Maintenance, and Repair Occupations			
First-Line Supervisors of Mechanics, Installers, and Repairers	$67,800	7.7%	0.3%
Automotive Body and Related Repairers	$44,900	4.8%	0.2%
Automotive Service Technicians and Mechanics	$45,900	17.8%	0.7%
Maintenance and Repair Workers, General	$43,000	36.9%	1.4%
All Other Installation, Maintenance, and Repair Occupations (Avg. All Categories)	$46,800	32.8%	1.3%
Weighted Mean Annual Wage	***$46,800***	**100.0%**	**3.8%**
Transportation and Material Moving Occupations			
Driver/Sales Workers	$29,000	8.2%	0.4%
Heavy and Tractor-Trailer Truck Drivers	$41,300	14.2%	0.7%
Light Truck or Delivery Services Drivers	$36,600	11.3%	0.6%
Industrial Truck and Tractor Operators	$37,100	4.1%	0.2%
Cleaners of Vehicles and Equipment	$21,100	6.1%	0.3%
Laborers and Freight, Stock, and Material Movers, Hand	$29,400	25.0%	1.3%
Packers and Packagers, Hand	$26,300	8.2%	0.4%
All Other Transportation and Material Moving Occupations (Avg. All Categories)	$32,000	22.8%	1.1%
Weighted Mean Annual Wage	***$32,000***	**100.0%**	**5.0%**
			86.5%

[1] The methodology utilized by the California Employment Development Department (EDD) assumes that hourly paid employees are employed full-time. Annual compensation is calculated by EDD by multiplying hourly wages by 40 hours per work week by 52 weeks.

[2] Occupation percentages are based on the 2011 National Industry - Specific Occupational Employment survey compiled by the Bureau of Labor Statistics. Wages are based on the 2011 Occupational Employment Survey data for Sacramento, updated by the California Employment Development Department to 2012 wage levels.

[3] Including occupations representing 4% or more of the major occupation group

Sources: U.S. Bureau of Labor Statistics, California Employment Development Department, Minnesota IMPLAN Group
Keyser Marston Associates, Inc.
\\Sf-fs2\wp\18\18996\027\50-75K Sacramento; C5 Compensation; 7/1/2013; dd

APPENDIX I TABLE C-6
EXTREMELY LOW INCOME EMPLOYEE HOUSEHOLDS[1] GENERATED
MIXED INCOME HOUSING ORDINANCE UPDATE
CITY OF SACRAMENTO, CA

	PROTOTYPE 1: SUBURBAN INFILL SMALL SFR PROJECT	PROTOTYPE 2: OUTER-EDGE SUBURBAN LARGE SFR	PROTOTYPE 3: OUTER-EDGE SUBURBAN SMALL LOT/ CLUSTER SFR	PROTOTYPE 4: SUBURBAN INFILL LARGE CONDO	PROTOTYPE 5: URBAN INFILL CONDOMINIUM	PROTOTYPE 6: SUBURBAN INFILL SMALL APARTMENT COMPLEX	PROTOTYPE 7: URBAN INFILL SMALL APARTMENT COMPLEX	PROTOTYPE 8: URBAN INFILL LARGE APARTMENT COMPLEX
Step 4, 5, & 6 - Extremely Low Income Households (under 30% AMI) within Major Occupation Categories								
Management	-	-	-	-	-	-	-	-
Business and Financial Operations	-	-	-	-	-	-	-	-
Computer and Mathematical	-	-	-	-	-	-	-	-
Architecture and Engineering	-	-	-	-	-	-	-	-
Life, Physical and Social Science	-	-	-	-	-	-	-	-
Community and Social Services	-	-	-	-	-	-	-	-
Legal	-	-	-	-	-	-	-	-
Education Training and Library	0.04	0.05	0.04	0.05	0.04	0.04	0.05	0.05
Arts, Design, Entertainment, Sports, & Media	-	-	-	-	-	-	-	-
Healthcare Practitioners and Technical	-	-	-	-	-	-	-	-
Healthcare Support	0.05	0.05	0.04	0.05	0.05	0.04	0.05	0.05
Protective Service	-	-	-	-	-	-	-	-
Food Preparation and Serving Related	1.06	0.95	0.79	0.94	1.07	0.73	0.91	0.91
Building Grounds and Maintenance	0.19	0.17	0.14	0.17	0.19	0.13	0.16	0.16
Personal Care and Service	0.21	0.22	0.18	0.21	0.21	0.17	0.21	0.21
Sales and Related	0.56	0.45	0.37	0.44	0.57	0.34	0.43	0.43
Office and Admin	0.11	0.09	0.07	0.08	0.11	0.07	0.08	0.08
Farm, Fishing, and Forestry	-	-	-	-	-	-	-	-
Construction and Extraction	-	-	-	-	-	-	-	-
Installation Maintenance and Repair	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Production	-	-	-	-	-	-	-	-
Transportation and Material Moving	0.13	0.11	0.09	0.11	0.13	0.08	0.10	0.10
Extremely Low Income Households - Major Occupations	2.35	2.08	1.72	2.05	2.37	1.60	2.00	2.00
Extremely Low Inc. Households[1] - all other occupations	0.36	0.32	0.27	0.32	0.36	0.25	0.31	0.31
Total Extremely Low Income Households[1]	**2.70**	**2.41**	**1.98**	**2.37**	**2.74**	**1.85**	**2.31**	**2.31**

[1] Includes households earning from zero through 30% of Sacramento County Area Median Income.

[2] See Tables C-2 and C-3 for additional information on Major Occupation Categories.

APPENDIX I TABLE C-7
IMPACT ANALYSIS SUMMARY
EMPLOYEE HOUSEHOLDS GENERATED
MIXED INCOME HOUSING ORDINANCE UPDATE
CITY OF SACRAMENTO, CA

RESIDENTIAL UNIT DEMAND IMPACTS
PER 100 MARKET RATE UNITS

Number of New Households[1]	**PROTOTYPE 1: SUBURBAN INFILL SMALL SFR PROJECT**	**PROTOTYPE 2: OUTER-EDGE SUBURBAN LARGE SFR**	**PROTOTYPE 3: OUTER-EDGE SUBURBAN SMALL LOT/ CLUSTER SFR**	**PROTOTYPE 4: SUBURBAN INFILL LARGE CONDO**	**PROTOTYPE 5: URBAN INFILL CONDOMINIUM**	**PROTOTYPE 6: SUBURBAN INFILL SMALL APARTMENT COMPLEX**	**PROTOTYPE 7: URBAN INFILL SMALL APARTMENT COMPLEX**	**PROTOTYPE 8: URBAN INFILL LARGE APARTMENT COMPLEX**
Under 30% Area Median Income	2.7	2.4	2.0	2.4	2.7	1.9	2.3	2.3
30% to 50% Area Median Income	9.7	8.7	7.1	8.6	9.8	6.7	8.3	8.3
50% to 80% Area Median Income	11.8	10.6	8.7	10.4	11.9	8.1	10.1	10.1
Subtotal through 80% of Median	24.2	21.6	17.8	21.4	24.5	16.7	20.8	20.8
Over 80% Area Median Income	16.5	15.3	12.6	15.1	16.7	11.8	14.7	14.7
Total Employee Households	40.7	37.0	30.5	36.5	41.2	28.5	35.5	35.5
Percent of New Households [1]								
Under 30% Area Median Income	7%	7%	7%	7%	7%	7%	7%	7%
30% to 50% Area Median Income	24%	23%	23%	23%	24%	23%	23%	23%
50% to 80% Area Median Income	29%	29%	29%	29%	29%	29%	29%	29%
Subtotal through 80% of Median	59%	59%	59%	59%	59%	59%	59%	59%
Over 80% Area Median Income	41%	41%	41%	41%	41%	41%	41%	41%
Total Employee Households	100%	100%	100%	100%	100%	100%	100%	100%

Notes
[1] Households of retail, education, healthcare and other workers that serve residents of new market rate units.

APPENDIX I TABLE C-8
MAXIMUM INCLUSIONARY REQUIREMENT SUPPORTED
MIXED INCOME HOUSING ORDINANCE UPDATE
CITY OF SACRAMENTO, CA

MAXIMUM SUPPORTED INCLUSIONARY REQUIREMENT

	PROTOTYPE 1: SUBURBAN INFILL SMALL SFR PROJECT	PROTOTYPE 2: OUTER-EDGE SUBURBAN LARGE SFR	PROTOTYPE 3: OUTER-EDGE SUBURBAN SMALL LOT/ CLUSTER SFR	PROTOTYPE 4: SUBURBAN INFILL LARGE CONDO	PROTOTYPE 5: URBAN INFILL CONDOMINIUM
Supported Inclusionary Requirement Per 100 Market Rate Units - Cumulative Through [1]					
30% OF MEDIAN INCOME	2.7 Units	2.4 Units	2.0 Units	2.4 Units	2.7 Units
50% OF MEDIAN INCOME	12.4 Units	11.1 Units	9.1 Units	10.9 Units	12.5 Units
80% OF MEDIAN INCOME	24.2 Units	21.6 Units	17.8 Units	21.4 Units	24.5 Units
Supported Inclusionary Percentage - Cumulative Through [2]					
30% OF MEDIAN INCOME	2.6%	2.3%	1.9%	2.3%	2.7%
50% OF MEDIAN INCOME	11.0%	10.0%	8.4%	9.8%	11.2%
80% OF MEDIAN INCOME	19.5%	17.8%	15.1%	17.6%	19.7%

Notes:
[1] See Appendix 1, Table C-7.
[2] Calculated by dividing the supported number of affordable units by the total number of units (supported affordable units + 100 market rate units).

D. MITIGATION COSTS

This section takes the conclusions of the previous section on the number of households in the lower income categories associated with the market rate units and identifies the total cost of assistance required to make housing affordable. This section puts a cost on the units for each income level to produce the "total nexus cost." This is done for each of the prototype units.

A key component of the analysis is the size of the gap between what households can afford and the cost of producing new housing in Sacramento, known as the 'affordability gap.' Affordability gaps are calculated for each of the three categories of area median income: Extremely Low (under 30% of median), Very Low (30% to 50% of median), and Low (50% to 80%). A detailed description of calculation of affordability gaps is contained in Appendix II. A brief summary is included below.

City Assisted Prototypes

For estimating the affordability gap, there is a need to match a household of each income level with a unit type and size according to governmental regulations and City practices and policies. The Sacramento Mixed-Income Housing Program has as a goal the production of units affordable to Extremely Low, Very Low and Low Income Households. The City intends to assist in the production of rental units for households in these income categories.

KMA prepared an estimate of total development cost (inclusive of land, all fees and permits, financing and other indirect costs) for typical affordable rental units. KMA drew this estimate from a review of development pro forma for recent affordable rental developments assisted by the Sacramento Housing & Redevelopment Agency (SHRA). KMA concluded that, on average, the new affordable rental units have 1.5 bedrooms and total development costs equal to $223,000.

For many new developments, particularly City-assisted developments, total development costs could be higher than those estimated here. The conservative estimate of development costs results in a lower supportable nexus amount.

For the purposes of estimating the affordability gaps, we do not assume additional sources of affordable housing financing such as the federal income tax credit program. While many of the recent housing developments assisted by SHRA utilized these additional funding sources, it is not assured that these sources will be available in the future. Accessing these sources is also highly competitive due to the limited supply. Finally, the value of tax credits to the project can fluctuate widely. Determining the affordability gap assuming no outside sources is a sound and legitimate approach, and one that the City has employed in other similar analyses.

Affordability Gap

The affordability gap is the difference between the cost of developing a residential unit and the amount a household can afford to pay for the unit. For rental units, the Affordability Gap is the difference between the Total Development Cost and the Unit Value, which is the capitalized value of the project's net operating income. Appendix II includes a full discussion of the affordable rent levels, the calculation of unit value supported by the restricted rent levels, and affordability gaps.

To calculate Net Operating Income, gross rent is adjusted for vacancy rates during turnover, and then operating costs are netted out. Operating costs cover management, property taxes, and certain other expenses. Net operating income is then capitalized at 6.75% to estimate the Supported Unit Value. This value is then subtracted from Total Development Costs to calculate the gap.

The resulting affordability gaps are as follows:

- $218,400 for households in the under 30% AMI category;
- $173,000 for households in the 30% to 50% AMI category;
- $105,000 for households in the 50% to 80% AMI category;

Total Linkage Costs

The last step in the linkage fee analysis marries the findings on the numbers of households in each of the lower income ranges associated with the eight prototypes to the affordability gaps, or the costs of delivering housing to them in Sacramento.

Table D-1 summarizes the analysis. The Affordability Gaps are drawn from the prior discussion. The "Nexus Cost per Market Rate Unit" shows the results of the following calculation: the affordability gap times the number of affordable units demanded per market rate unit. (Demand for affordable units for each of the income ranges is drawn from Table C-7 in the previous section and is adjusted to a per-unit basis from the 100 unit building module.)

The total nexus costs for each of the prototypes are as follows:

Total Nexus Cost Per Market Rate Unit, Ownership Prototypes						
Income Category	*Affordability Gap*	*Suburban Infill Small SFR*	*Outer-Edge Suburban Large SFR*	*Outer-Edge Suburban Small Lot SFR*	*Suburban Infill Large Condo*	*Urban Infill Condo*
Extr. Low Income	$218,400	$5,900	$5,300	$4,300	$5,200	$6,000
Very Low Income	$173,000	$16,800	$15,000	$12,400	$14,800	$17,000
Low Income	$105,000	$12,400	$11,100	$9,200	$11,000	$12,500
Total Nexus Costs		**$35,100**	**$31,400**	**$25,900**	**$31,000**	**$35,500**

Total Nexus Cost Per Market Rate Unit, Rental Prototypes				
Income Category	*Affordability Gap*	*Suburban Infill Small Project Rental*	*Urban Infill Small Project Rental*	*Urban Infill Larger Project Rental*
Extr. Low Income	$218,400	$4,000	$5,000	$5,000
Very Low Income	$173,000	$11,600	$14,400	$14,400
Low Income	$105,000	$8,600	$10,700	$10,700
Total Nexus Costs		**$24,200**	**$30,100**	**$30,100**

The Total Nexus Costs, or Mitigation Costs, indicated above, may also be expressed on a per square foot level. The square foot area of the prototype unit used throughout the analysis becomes the basis for the calculation. Again, see Appendix II for more discussion of the prototypes. The results per square foot are as follows:

Total Nexus Cost Per Sq. Ft., Ownership Prototypes						
Income Category	*Affordability Gap*	*Suburban Infill Small SFR*	*Outer-Edge Suburban Large SFR*	*Outer-Edge Suburban Small Lot SFR*	*Suburban Infill Large Condo*	*Urban Infill Condo*
Prototype Size (Sq Ft)		2,200 SF	2,200 SF	1,600 SF	1,200 SF	950 SF
Extr. Low Income	$218,400	$2.68	$2.41	$2.69	$4.33	$6.32
Very Low Income	$173,000	$7.64	$6.82	$7.75	$12.33	$17.89
Low Income	$105,000	$5.64	$5.05	$5.75	$9.17	$13.16
Total Nexus Costs		**$15.95**	**$14.27**	**$16.19**	**$25.83**	**$37.37**

Total Nexus Cost Per Sq. Ft., Rental Prototypes				
Income Category	*Affordability Gap*	*Suburban Infill Small Project Rental*	*Urban Infill Small Project Rental*	*Urban Infill Larger Project Rental*
Prototype Size (Sq Ft)		950 SF	850 SF	850 SF
Extr. Low Income	$218,400	$4.21	$5.88	$5.88
Very Low Income	$173,000	$12.21	$16.94	$16.94
Low Income	$105,000	$9.05	$12.59	$12.59
Total Nexus Costs		**$25.47**	**$35.41**	**$35.41**

These costs express the total linkage or nexus costs for the eight prototype developments in the City of Sacramento. These total nexus costs represent the ceiling for any requirement placed on market rate development. **The totals are not recommended levels for fees; they represent only the maximums established by this analysis, below which fees or other requirements may be set.**

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APPENDIX I TABLE D-1
SUPPORTED FEE / NEXUS SUMMARY PER UNIT
MIXED INCOME HOUSING ORDINANCE UPDATE
CITY OF SACRAMENTO, CA

TOTAL NEXUS COST PER MARKET RATE UNIT

		Nexus Cost Per Market Rate Unit							
	Affordability Gap [1]	PROTOTYPE 1: SUBURBAN INFILL SMALL SFR PROJECT	PROTOTYPE 2: OUTER-EDGE SUBURBAN LARGE SFR	PROTOTYPE 3: OUTER-EDGE SUBURBAN SMALL LOT/ CLUSTER SFR	PROTOTYPE 4: SUBURBAN INFILL LARGE CONDO	PROTOTYPE 5: URBAN INFILL CONDOMINIUM	PROTOTYPE 6: SUBURBAN INFILL SMALL APARTMENT COMPLEX	PROTOTYPE 7: URBAN INFILL SMALL APARTMENT COMPLEX	PROTOTYPE 8: URBAN INFILL LARGE APARTMENT COMPLEX
Household Income Level									
Under 30% Area Median Income	$218,400	$5,900	$5,300	$4,300	$5,200	$6,000	$4,000	$5,000	$5,000
30% to 50% Area Median Income	$173,000	$16,800	$15,000	$12,400	$14,800	$17,000	$11,600	$14,400	$14,400
50% to 80% Area Median Income	$105,000	$12,400	$11,100	$9,200	$11,000	$12,500	$8,600	$10,700	$10,700
Total Supported Fee / Nexus		**$35,100**	**$31,400**	**$25,900**	**$31,000**	**$35,500**	**$24,200**	**$30,100**	**$30,100**

TOTAL NEXUS COST PER SQUARE FOOT

		Nexus Cost Per Square Foot							
	Affordability Gap [1]	PROTOTYPE 1: SUBURBAN INFILL SMALL SFR PROJECT	PROTOTYPE 2: OUTER-EDGE SUBURBAN LARGE SFR	PROTOTYPE 3: OUTER-EDGE SUBURBAN SMALL LOT/ CLUSTER SFR	PROTOTYPE 4: SUBURBAN INFILL LARGE CONDO	PROTOTYPE 5: URBAN INFILL CONDOMINIUM	PROTOTYPE 6: SUBURBAN INFILL SMALL APARTMENT COMPLEX	PROTOTYPE 7: URBAN INFILL SMALL APARTMENT COMPLEX	PROTOTYPE 8: URBAN INFILL LARGE APARTMENT COMPLEX
Unit Size (SF)		2,200 SF	2,200 SF	1,600 SF	1,200 SF	950 SF	950 SF	850 SF	850 SF
Household Income Level									
Under 30% Area Median Income	$218,400	$2.68	$2.41	$2.69	$4.33	$6.32	$4.21	$5.88	$5.88
30% to 50% Area Median Income	$173,000	$7.64	$6.82	$7.75	$12.33	$17.89	$12.21	$16.94	$16.94
50% to 80% Area Median Income	$105,000	$5.64	$5.05	$5.75	$9.17	$13.16	$9.05	$12.59	$12.59
Total Supported Fee / Nexus		**$15.95**	**$14.27**	**$16.19**	**$25.83**	**$37.37**	**$25.47**	**$35.41**	**$35.41**

[1] Household earning less than 80% of Area Median Income are presumed to receive assistance for rental housing.

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ADDENDUM: NOTES ON SPECIFIC ASSUMPTIONS

Geographic Area of Impact

The analysis quantifies impacts occurring within Sacramento County. While many of the impacts will occur within the city, some impacts will be experienced elsewhere in Sacramento County and beyond. The IMPLAN model computes the jobs generated within the County and sorts out those that occur beyond the county boundaries. The KMA Jobs Housing Nexus Model analyzes the income structure of jobs and their worker households, without assumptions as to where the worker households live.

In summary, the nexus analysis quantifies all the jobs impacts occurring within Sacramento County and related workers households. Job impacts, like most types of impacts, occur irrespective of political boundaries. And like other types of impact analyses, such as traffic, impacts beyond city boundaries are experienced, are relevant, and are important.

For clarification, counting all impacts associated with new housing units does not result in double counting, even if all jurisdictions were to adopt similar programs. The impact of a new housing unit is only counted once, in the jurisdiction in which it occurs. Obviously, within a metropolitan region, there is much commuting among jurisdictions, and cities house each others' workers in a very complex web of relationships. The important point is that impacts of residential development are only counted once.

With rental projects there is an additional issue of whether additional sources of assistance should be assumed in the analysis. Most rental projects built for lower income households have in recent years been developed using federal tax credits, state low interest financing from bond funds, and other resources. There is a difficulty in assuming that all projects for the lower income households will be developed using these outside sources, because these sources are not reliably available. Accessing these sources is also highly competitive due to the limited supply. Finally, the value of tax credits to the project can fluctuate widely. Determining the affordability gap assuming no outside sources is a sound and legitimate approach and one that the City has employed in other similar analyses.

The use of the affordability gap for establishing a maximum fee supported from the nexus analysis is grounded in the concept that a jurisdiction will be responsible for delivering affordable units to mitigate impacts. The nexus analysis has established that units will be needed at one or more different affordability levels and, per local policy, the type of unit to be delivered depends on the income/affordability level. In Sacramento, the City will assist in the development of rental units.

The units assisted by the public sector for affordable households are usually small in square foot area (for the number of bedrooms) and modest in finishes and amenities. As a result, in some communities these units are similar in physical configuration to what the market is

delivering at market rate; in other communities (particularly very high income communities), they may be smaller and more modest than what the market is delivering. Parking, for example, is usually the minimum permitted by the code. In some communities where there is a wide range in land cost per acre or per unit, it may be assumed that affordable units are built on land parcels in the lower portion of the cost range. KMA tries to develop a total development cost summary that represents the lower half of the average range, but not so low as to be unrealistic.

If the affordability gap is the difference between total development cost and the affordable sales price, the question sometimes arises as to how total development cost is defined. KMA defines total development costs as including land costs, construction costs, site improvements, architectural and engineering, financing and all other indirect costs, and an allowance for an industry profit (non-profit developers receive a development fee instead).

In a healthy and stable economy, when projects are feasible, the sales price is therefore the same as the total development cost inclusive of profit. In some economic cycles sales prices might enable larger than standard profits, as was the case in the 2002 to 2004 period, for example, when sales prices escalated ahead of construction and land costs, and sales prices were achieved that enabled higher than standard profit margins. In other market cycles, such as the 2009 to today, sales prices are so depressed that they are not high enough to cover total development costs and there is no profit. Projects are not feasible during these periods.

Excess Capacity of Labor Force

At the time this analysis has been conducted, the nation, regional and local economy are all experiencing a severe recession. Unemployment in California averages almost 10%. In this context, the question has been raised as to whether there is excess capacity in the labor force to the extent that consumption impacts generated by new households will be in part, absorbed by existing jobs and workers, thus resulting in fewer net new jobs.

In response, an impact analysis of this nature is a one time impact requirement to address impacts generated over the life of the project. The current recession is a temporary condition; a healthy economy will return and the impacts will be experienced. In addition, because the nexus analysis is based on reduced housing prices, the impacts analyzed are less than would have been shown had the analysis been prepared when housing prices were at their peak, and the economy was healthier.

Finally, the economic cycle self adjusts. Development of new residential units is not likely to occur until conditions improve or there is confidence that improved conditions are imminent. When this occurs, the improved economic condition of the households in the local area will absorb the current underutilized capacity of existing workers, employed and unemployed. By the time new units become occupied, current conditions will have likely improved.

The Burden of Paying for Affordable Housing

Sacramento's inclusionary program does not place all burdens for the creation of affordable housing on new residential construction. The burden of affordable housing is borne by many sectors of the economy and society. A most important source in recent years of funding for affordable housing development comes from the federal government in the form of tax credits (which result in reduced income tax payment by tax credit investors in exchange for equity funding). Additionally there are other federal grant and loan programs administered by the Department of Housing and Urban Development and other federal agencies. The State of California also plays a major role with a number of special financing and funding programs. Much of the state money is funded by voter approved bond measures paid for by all Californians.

Local governments play a large role in affordable housing. In addition, private sector lenders play an important role, some voluntarily and others less so with the requirements of the Community Reinvestment Act. Then there is the non-profit sector, both sponsors and developers that build much of the affordable housing.

In summary, all levels of government and many private parties, for profit and non-profit contribute to supplying affordable housing. Residential developers are not being asked to bear the burden alone any more than they are assumed to be the only source of demand or cause for needing affordable housing in our communities. Based on past experience, the inclusionary program will fund only a small percentage of the affordable housing needed in the City of Sacramento.

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APPENDIX II: RESIDENTIAL VALUES – MARKET AND AFFORDABLE

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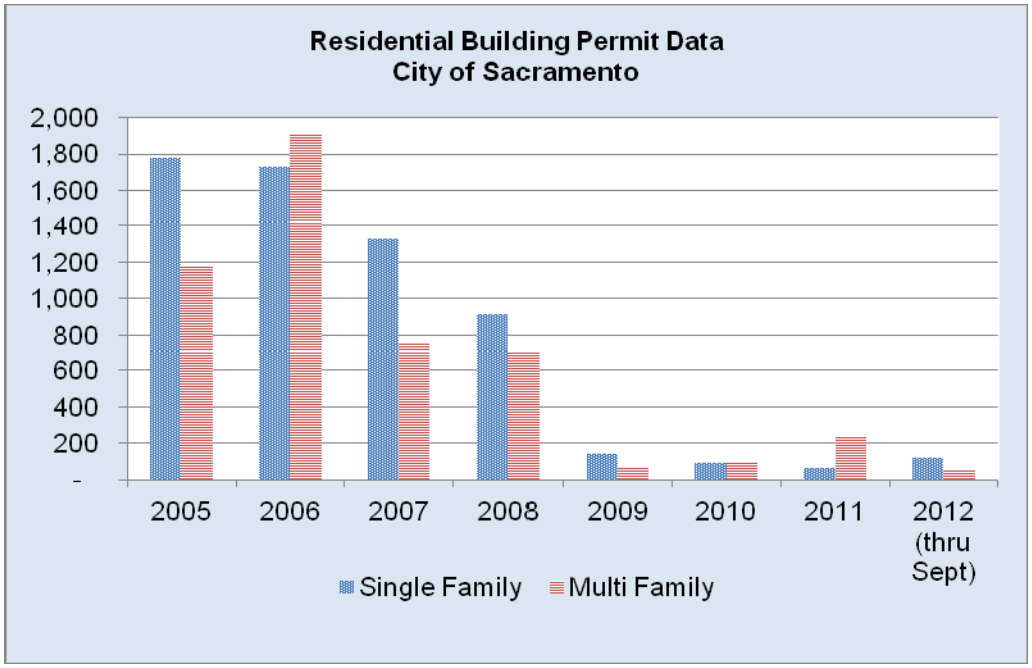
This Appendix II section provides the building blocks for the values used in other sections of this report, by establishing both market values and affordable values for various types of residential units or projects potentially developed in the City of Sacramento.

As noted in the report introduction, the surveys for this analysis were conducted in late 2012 and early 2013. Keyser Marston Associates believes that the analysis and findings continue to represent the linkage between market rate residential development and the need for additional affordable housing in 2015, when the revised Mixed Income Housing Program is being presented for adoption. While market conditions have improved somewhat since the material summarized in this appendix was prepared, the conditions have not altered so substantially so as to invalidate any of the findings based on the information provided herein.

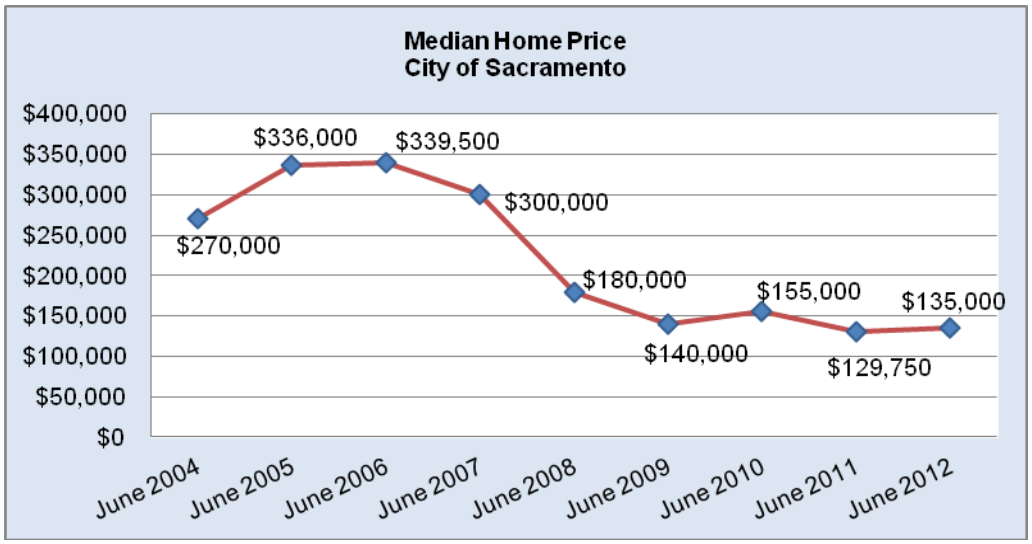
A. MARKET OVERVIEW

As has been the case in most localities throughout the State of California, the city of Sacramento has experienced a steep decline in both home values and construction activity since the onset of the recession. As shown in the following chart, building permit activity has declined precipitously between 2005 and 2012.



Source: Construction Industry Research Board

The median sale home price in Sacramento (single family and condominiums combined) has declined by about 60% - from $340,000 in June 2006 to $130,000 in June 2011 (there was a slight uptick in pricing in 2010 resulting from a temporary federal homebuyer tax credit).



Source: Dataquick

Median home prices can sometimes be a misleading indicator of actual changes in home values because median prices are affected by the mix of homes being sold. For example, the homes that were purchased with sub-prime mortgages tended to be weighted toward the lower end of the price range, and many of these homes were sold or foreclosed upon during the recession. However, data from the Case-Shiller Index, which eliminates the issue of housing mix by focusing solely on repeat sales of the same homes, indicated a similar percentage decline in home prices as the median home prices shown above. For example, in the Sacramento MSA, the Case-Shiller Index indicated a nearly 50% decline in home values from Q1 2006 to Q1 2009, tapering to a 6% decline from Q2 2009 to Q2 2012. In either case, it is clear that the Sacramento housing market has been significantly weakened by the area's recessionary conditions.

Of significance, the median priced home in Sacramento has dropped to levels that are well within affordable prices for Low Income households (up to 80% of AMI), although it is recognized that it remains very difficult for many Low Income households to come up with the down payment and to secure the mortgage financing necessary to buy a home. In addition it is difficult for homebuyers to compete against the many investors in the market who are willing to purchase homes with cash and without many of the common homebuyer contingencies. The fact that market rate home prices in Sacramento are, in some cases, below the restricted affordable prices will present some challenges for successfully marketing and selling affordably priced homes, which is an issue that will be addressed later when revisions to the city's current program are discussed.

Maximum Affordable Home Prices	2-Bedroom	3-Bedroom	4-Bedroom
Very Low Income	$98,000	$113,700	$126,200
Low Income	$182,500	$207,300	$227,400

Source: SHRA and KMA; assumes HOA dues equal to $300 per month.

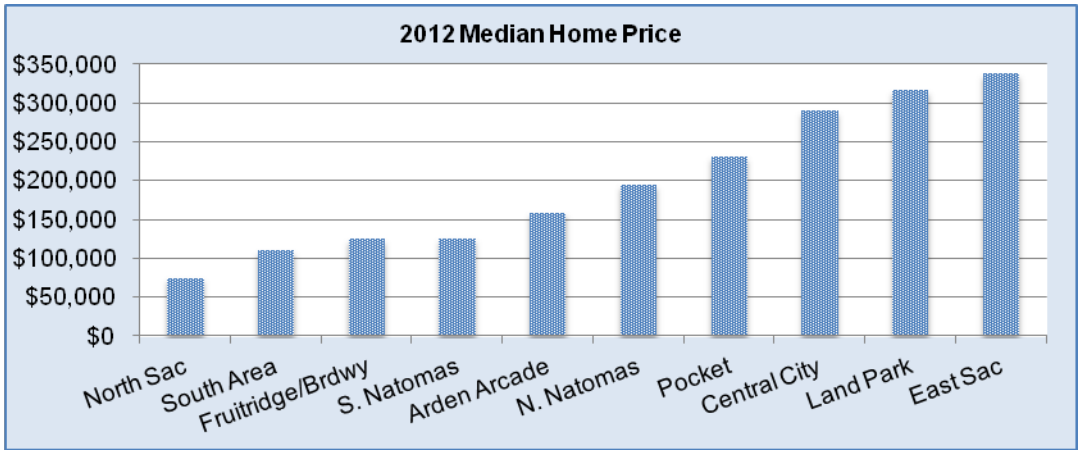
Current Trends/Outlook

Residential market conditions improved in 2012 with the median home price moving up slightly to $135,000. Additionally, a recent report by the Gregory Group indicated that home inventories (available homes for sale) in the Sacramento region are decreasing, which is having the effect of pushing home prices higher. In September, the National Association of Home Builders added Sacramento to their list of improving housing markets based on increased employment, home prices, and building permits.

In another encouraging sign, several economists and market participants including Beacon Economics and the National Association of Realtors, believe that a variety of regulatory and policy factors will help prevent the remaining shadow inventory of homes in the foreclosure process from swamping the market and undermining the housing recovery. Nonetheless, the housing recovery is expected to be a measured one, with the pace of recovery ultimately depending upon a number of factors such as continued improvement in the U.S. and regional economies, consumer confidence, and the ability of federal policy makers to keep mortgage interest rates at or near record lows.

Intra-City Variation

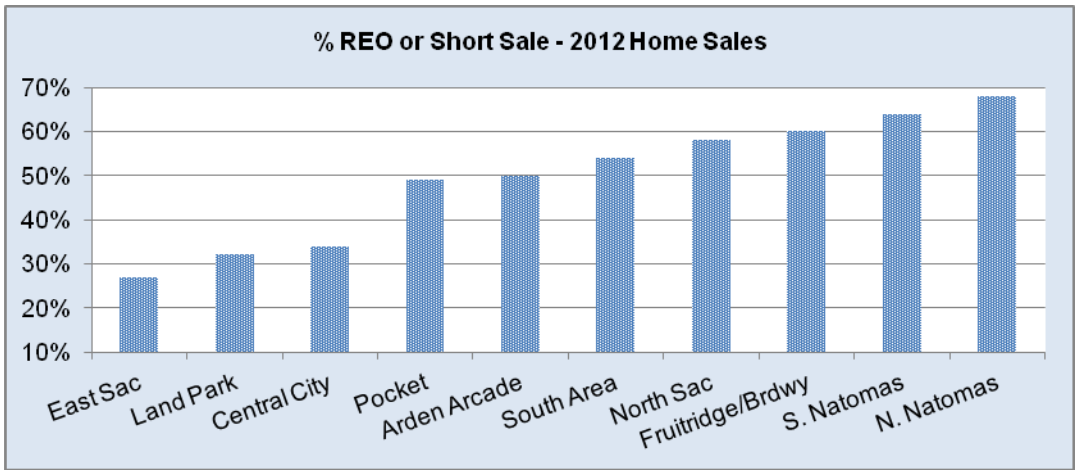
As a large metropolitan area, home values within the city of Sacramento vary significantly from one area to another. In general terms, home values in the Central City area and some of the more established and conveniently located neighborhoods close to the Central City tend to be higher than the newer subdivisions in the outer edge suburban areas and the more socio-economically challenged infill areas of the city. The following chart indicates the 2012 median home prices in each of the city's Community Plan Areas (a map of Sacramento's Community Plan Areas is included in Appendix II Table 1 at the end of this section).



Source: Dataquick based on data through October 2012.
Note: Source data is based on zip codes, which do not conform exactly with Sacramento Community Plan Area boundaries.

REO's & Short-Sales

The median home prices in Sacramento are heavily influenced by the number of short sales and bank real estate owned (REO) sales. As shown in the following chart, a significant percentage of 2012 sales in the city of Sacramento were REO or short sales, ranging from slightly below 30% in East Sacramento to slightly below 70% in North Natomas.



Source: Dataquick based on data through October 2012.

The large magnitude of foreclosure-related sales continues to significantly drag down median home prices, which has the effect of distorting home prices that can be achieved in non-distressed sale situations. Nationwide home sales data indicates that homes in foreclosure or bank-owned were selling for about one-third less than non-foreclosure homes as of August 2012[1].

New Home Projects and Pricing

Focusing next on newly built homes, KMA researched asking prices of newly constructed homes currently on the market in Sacramento. Market research firm Hanley Wood identified ten single family home developments currently being marketed for sale in the city of Sacramento and one attached condominium development.

[1] Source: Inman News (August 30, 2012).

Newly Built Residential Projects	Community Plan Area	Home Size Range*	Price Range*	Price PSF*
Attached Condos				
1) Pavilions	Arden Arcade**	2,006 – 2,537	$499k–$545k	$215-$249
Single Family Detached				
1) Tapestri Square	Central City	1,320 – 2,900	$599k-$795k	$272-$274
2) Wilhaggin Terrace	Arden Arcade**	2,253	$400k	$178
3) Islands at Riverlake	Pocket	2,284	$372k	$163
4) Vineyard Point	Fruitridge/Bwy	1,268-2,811	$208k-$317k	$113-$164
5) Wickford Square	South Area	1,200-2,200	$140k-$229k	$104-$125
6) Villa Terrassa	South Area	1,041-1,784	$155k-$216k	$121-$149
7) East 34th	Fruitridge/Bwy	1,335	$195k	$146
8) Park Place East	Fruitridge/Bwy	1,335-1,407	N/Av	N/Av
9) Hampton Station	South Area	1,033-2,036	$149k-204k	$100-$144
10) Del Paso Nuevo	North Sac	768-2,370	$99k-$205k	$86-$129

Source: Hanley Wood, project websites, KMA. See Appendix II Table 2 for additional details.
*Only includes models that are currently available and with a listed home price.
**Not technically in the City; in the unincorporated area but similar to the City.

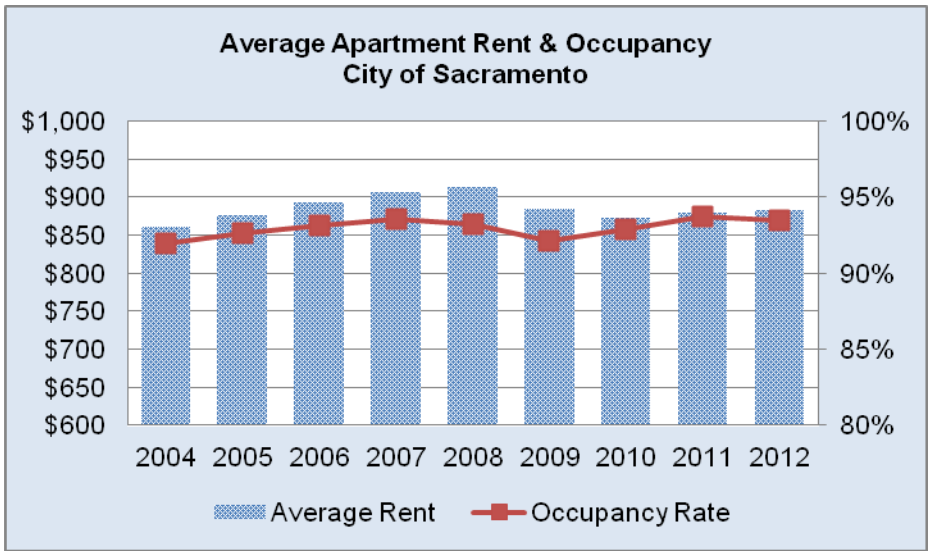
As can be seen, there is a wide range of prices depending on the project's location in Sacramento. The project with the highest asking prices, both in absolute and per square foot terms, is Tapestri Square located at 20th and T Streets in Midtown (Central City). The lowest prices are the Del Paso Nuevo project in North Sacramento, and while half of these units are deed restricted affordable to Low Income households, the asking prices are actually significantly below the Low Income prices that are permitted to be charged (as shown on the earlier table in this memo). As another example of the wide price range, at Hampton Station (South Area) a roughly 2,000 sq. ft. home is selling for $100 per sq. ft. while a roughly 2,200 sq. ft. home at Wilhaggin Terrace (Arden Arcade) is selling for $178 per sq. ft. For more detailed information about the projects in the above table, see Appendix II Table 2. KMA also researched home prices in nearby areas outside the city's boundaries, which is also included in Appendix II Table 3.

It is notable that there is only one attached residential project currently being marketed for sale, the 60-unit Pavilions project in Arden Arcade. Several higher density condominium projects that were completed in the midst of the recession have halted sales and units are instead being rented. As one example, the 92-unit L Street Lofts sold 25 units before the bank took the project back from the developer in 2008. The 67 remaining unsold units were sold to a southern California developer earlier this year who is now renting the units with the intent of making them available for sale when the condo market improves.[2]

[2] Sacramento Business Journal (May 25, 2012).

Rental Housing Market

The rental housing market in Sacramento tends to be older building stock and primarily weighted to Class C product. Of the 198 Sacramento apartment projects tracked by market research firm RealFacts, over 85% were built in the 1980s or earlier and only 16 are considered Class A. Unlike the ownership housing market, the Sacramento rental housing market did not experience a major downturn during the recent recession. Rather, the rental housing market has maintained relatively stable rents and occupancy rates, as summarized in the following chart. The average apartment rent declined only about 5% from its high in 2008 to its low in 2010. The occupancy rate ranged from a low of 92% in 2009 to almost 94% currently. An occupancy rate of ±95% is generally considered healthy in a normal market.



Source: RealFacts (October 2012)

KMA has conducted a survey of newer apartment developments in the city of Sacramento (i.e. built between 2003 and 2012). Of these properties, the rough range of rents is as follows (additional information is contained in Appendix II Table 4):

Newer Sacramento Apartment Developments	Rent/Unit	Rent/Sq. Ft.
Central City		
Studio	$1,100 - $1,300	$2.00 - $2.50
1-Bedroom	$1,500 - $1,600	$1.90 - $2.00
2-Bedroom	$1,700 - $2,500	$1.60 - $2.00
Suburban Areas		
1-Bedroom	$1,000 - $1,200	$1.10 - $1.50
2-Bedroom	$1,100 - $1,500	$1.10 - $1.20
3-Bedroom	$1,500 - $1,600	$1.00 - $1.15

Source: KMA Survey (October 2012)

Sales of existing apartment developments in the Sacramento region have generally been of older Class C product, mirroring the predominance of older properties in the market. These sales transacted with cap rates in the 6% to 7% range. Higher quality, Class A product is in high demand by investors, but owners of these properties have been reluctant to put their properties on the market for lack of quality alternative investments. The few Class A properties that have sold recently have done so with cap rates closer to the 5% range.[3]

Unlike other housing markets like San Francisco, which are benefitting from strong growth in tech employment, the rental housing market in Sacramento has not experienced substantially increased rents. As a result, there are few new apartment projects nearing construction other than subsidized affordable housing projects and the East End Gateway projects under the jurisdiction of CADA. At this point, rents have not increased to a level that makes new construction of most apartment projects financially feasible.

B. MARKET RATE RESIDENTIAL PROTOTYPES

In collaboration with City staff, a total of eight market rate residential prototypes were selected for analysis – five ownership prototypes and three rental prototypes. The intent of the selected prototypes is to identify representative developments generally being built by the private marketplace in Sacramento in order to gain a general understanding of the economic opportunities and challenges of new residential development today.

The first five prototypes (all ownership prototypes) were utilized in the 2008/09 Mixed Income Housing Ordinance "Feasibility Analysis" performed for SHRA. These five ownership prototypes are again being utilized for KMA's assignment, to which the three rental prototypes have been added. The eight prototypes are as follows:

Residential Prototypes	Units	Density	Avg. Unit Size
Ownership Prototypes			
1) Suburban Infill Small SFR Project	16 units	5 du/acre	2,200 sq. ft.
2) Outer-edge Suburban Large SFR Project	103 units	5 du/acre	2,200 sq. ft.
3) Outer-edge Suburban Small Lot/ Cluster SFR	118 units	10 du/acre	1,600 sq. ft.
4) Suburban Infill Large Condo Project	135 units	30 du/acre	1,200 sq. ft.
5) Urban Infill Condo Project	92 units	84 du/acre	950 sq. ft.
Rental Prototypes			
6) Suburban Infill Small Apartment Project	25 units	30 du/acre	950 sq. ft.
7) Urban Infill Small Apartment Project	25 units	60 du/acre	850 sq. ft.
8) Urban Infill Larger Apartment Project	150 units	100 du/acre	850 sq. ft.

These prototypes were selected because they generally represent the range of project densities being built in Sacramento (or expected to be built when the market recovers) ranging from a low

[3] Cassidy Turley (3rd Quarter 2012).

density single family prototype which is the predominant prototype in the outer-edge suburban areas of the city, to higher density condominium and apartment complexes, which are found in some parts of the Central City. The lower density prototypes are all Type V wood frame construction, while the higher density Central City prototypes would include concrete parking podiums and possibly steel frame construction. More detailed information about the prototypes is included in Appendix II Table 5.

Since the purpose of the analysis is to examine the impact that the city's Mixed Income Housing ordinance has on market rate development projects that would be impacted by the city's affordable housing requirements, these are all 100% market rate projects. There are no prototypes that are intended to reflect 100% deed-restricted affordable housing projects. A separate analysis will address the economics of deed-restricted affordable projects, including the amount of public subsidies that are typically required to make these projects feasible.

C. FINANCIAL FEASIBILITY ANALYSIS

The purpose of the financial feasibility analysis is to gain an understanding of the economic opportunities and challenges of developing new market rate residential projects in the city of Sacramento today and how the possible modifications to the city's Mixed Income Housing Ordinance might impact project economics.

The intent is to evaluate the economics as they apply to the eight aforementioned residential prototypes, recognizing that the economics of specific projects even within the same prototype can vary significantly based on a variety of factors. For example, the pricing of homes in "infill" areas of the city will vary widely from Land Park or the Pocket, which are generally on the higher end, to North Sacramento or South Area, which are generally on the lower end. Land values also will vary significantly from one part of the city to another, with the highest land sale prices being achieved in the Central City area. However, the dearth of recent comparable land sale data at this time makes it especially difficult to analyze land values in a fine grained fashion, particularly among the city's many infill residential neighborhoods.

The need to replace or upgrade offsite infrastructure represents a significant cost in some infill areas to a greater degree than others. Fees and permits costs is also a variable in that the outer suburban edge or "new growth areas" of the city generally have higher impact fees in order to help finance the cost of area-wide infrastructure while most of the infill areas do not. As a consequence, the economics of residential projects in Sacramento are wide ranging, and therefore it is not possible to say what the economics of a "typical" prototype project are on a general level. For purposes of informing the overall assignment however, KMA has modeled the economics of each of the prototypes by estimating a "mid-point" condition with respect to both prices and development costs. By doing so, it is understood that there will be some projects that will look somewhat better and some that will look somewhat worse than what is shown.

The assumptions used in the financial feasibility analysis were based on data gathered from a variety of sources including third party market and cost data sources, KMA's experience with residential projects in other assignments, and discussions with Sacramento developers and other housing stakeholders recommended by City staff. The following are the individuals KMA spoke with for the financial feasibility assessment:

1. Rachel Green, St. Anton Partners
2. John Griffin, Griffin Industries
3. John Mansfield, Keusder-Mansfield Homes
4. David Nybo, formerly Signature Properties
5. Gregory Thatch, Law Offices of Gregory Thatch
6. Ron Vrilakas, Vrilakas Architects

It is recognized that given the still challenging real estate market conditions, there is relatively little residential development occurring in Sacramento today, and some of the eight prototypes in this analysis are essentially not being built at all. For example, there is no residential development occurring in the outer-edge suburban areas of North Natomas (due to a flood-related building moratorium imposed by FEMA) or in Delta Shores (due to poor market conditions more generally), and there are also no urban infill condominiums (ownership) being built. Most of the new residential product on the market today is single family detached homes of small to medium size, roughly in the range of 1,200 to 2,500 sq. ft. and in the suburban infill areas of the city.

Summary of Financial Feasibility

The following table summarizes the outcome of the financial feasibility analysis. What it indicates is that the estimated mid-point price and development cost for all eight prototypes does not yield a financially feasible project. For the Outer-edge Suburban Large SFR Project prototype, the achievable sale price based on today's market is actually less than the costs of development (including land acquisition), resulting in a negative return for the developer. For the other ownership prototypes, the development returns are not sufficient to justify the costs (should be at least 10% as further discussed later in this section). For the rental prototypes, the estimated value of the project at completion is either less than the costs of development or the returns are substandard (more detailed information on the financial feasibility assumptions is contained in Appendix II Table 6).

Summary of Project Returns	Sale Price/ Apt Value	(Less) Costs	Project Return	% of Costs
Ownership Prototypes				
1) Suburban Infill Small SFR Project	$310,000	($305,200)	$4,800	1.6%
2) Outer-edge Suburban Large SFR Project	$270,000	($276,800)	($6,800)	-2.5%
3) Outer-edge Suburban Small Lot/ Cluster SFR	$220,000	($220,000)	$0	0%
4) Suburban Infill Large Condo Project	$280,000	($268,800)	$11,200	4.2%
5) Urban Infill Condo Project	$330,000	($310,500)	$19,500	6.3%
Rental Prototypes				
6) Suburban Infill Small Apartment Project	$196,400	($191,600)	$4,800	2.5%
7) Urban Infill Small Apartment Project	$252,700	($253,400)	($700)	-0.3%
8) Urban Infill Larger Apartment Project	$250,900	($257,400)	($6,500)	-2.5%

As indicated above, the Suburban Infill ownership prototypes (#1 and #4) are more feasible than the master planned outer-edge suburban prototypes. The continued high inventory of foreclosure sales particularly in the outer-edge suburban areas is having the effect of constraining price improvement until the inventory is significantly reduced. The Urban Infill Condo prototype (#5) actually generates the highest theoretical return (though still substandard for financial feasibility) however financing for large, higher density condo projects is extremely difficult to obtain even in the strongest of markets today, thus rendering this prototype virtually unbuildable in today's market. In this residential market, developers prefer to build homes in small phase increments ("sell as you go") in order to reduce the risk of holding high unsold inventories.

For the rental prototypes, the Suburban Infill apartments are the most feasible although in general rents are still not at a point that supports new development. The Urban Infill apartment prototypes are challenging due to the high land and construction costs. It is noted that, in general terms, both sale prices and construction costs are lower today than the assumptions that were used in the previously mentioned 2008/09 "Feasibility Analysis" study performed for SHRA.

Required developer returns vary depending upon a variety of factors including the product type, project size, cost of capital, general market outlook, and overall risk profile of the project. For purposes of this initial feasibility analysis, we are assuming returns would need to be at least 10% of total development costs for the typical residential project. In order to achieve a return of 10% of total costs, sale prices and rental rates would need to increase in the range of 5% to 15% from today's values for financial feasibility, assuming development costs remain flat. Should development costs increase going forward, which will likely be the case to some degree, market prices and rents would need to increase even further.

Notwithstanding the conclusions of this preliminary prototype analysis, there are in fact new residential projects that are proceeding in today's market. There are several reasons why this

might be the case: (1) higher achievable prices than the mid-point analysis based on superior location; (2) lower land acquisition costs (for example if land was acquired many years ago or if land costs are treated as “sunk costs” by developers); or (3) lower offsite infrastructure requirements.

In conclusion, it is clear that residential market conditions in Sacramento today are such that only a limited number of projects are financially feasible (or close enough to be feasible for developers to proceed in order to remain active and keep their crews employed). Furthermore, with most market observers expecting only a measured housing recovery, the economic challenges facing new project development is a condition, to one degree or another, that will likely last for some time to come.

D. AFFORDABLE UNITS AND AFFORDABILITY GAPS

A key component of the nexus analysis is the size of the gap between what households can afford and the cost of producing new housing in Sacramento, known as the “affordability gap.” In this section, we document the calculation of the affordability gaps used in the nexus analysis.

For estimating the affordability gap, there is a need to match a household of each income level with a unit type and size according to governmental regulations and City practices and policies. The Sacramento Mixed-Income Housing Program has as a goal the production of units affordable to Extremely Low, Very Low and Low Income Households. The City intends to assist in the production of rental units for households in these income categories. KMA reviewed development pro formas for recent affordable rental developments assisted by the Sacramento Housing and Redevelopment Agency (SHRA) and concluded that, on average, the new affordable rentals have 1.5 bedrooms.

Affordable Rent Levels

Affordable rent levels are a function of the income level for which the unit is aimed to be affordable; affordable rent levels are estimated by KMA in accordance with the City’s Mixed-Income Housing Program.

Affordable rent is based on 30% of household income available for rent and utilities. KMA calculated the gross rents based on the 2013 California Housing and Community Development Department’s (HCD) income limits, and used SHRA’s estimated utility allowance. Typically, HCD uses the U.S. Department of Housing and Urban Development’s income limits. However, the 2013 HUD income limits for Sacramento County actually dropped from 2012 levels. The 2013 income limits for Sacramento, therefore, reflect the implementation of HCD’s ‘hold harmless’ policy, which allows the 2012 income limits to remain in effect instead of the lower income limits. Projects receiving federal assistance would have to meet the more strict HUD income limits.

Because the prototype has an average unit size of 1.5 bedrooms, KMA estimated the rent as an average of the affordable one-bedroom rent and the affordable two-bedroom rent and the utility allowance as the average of one and two-bedroom allowances. A one-bedroom unit is assumed to house a two-person household and a two-bedroom unit is assumed to house a three-person household, consistent with most local and state programs. In the table below, the affordable rents for the Extremely Low Income category are calculated.

Sample Calculation of Affordable Rents, Extremely Low Income Households			
	1 Bedroom	2 Bedroom	1.5 Bedroom
Area Median Income (AMI)	$60,900	$68,500	$64,700
Extremely Low Income Limit (30% of AMI)	$18,270	$20,550	$19,410
Gross Rent (30% of Monthly Household Income)	$457	$514	$485
Utility Allowance	$(52)	$ (70)	($61)
Affordable Rent Net of Utilities	$405	$444	$424

Affordable rents for the three income limits adjusted for the utility allowance are presented below:

Affordable Rents by Income Level		
Extremely Low Income	1.5 bedroom unit	$424 per month
Very Low Income	1.5 bedroom unit	$748 per month
Low Income	1.5 bedroom unit	$1,234 per month

For more information on the calculation of these rents, see Appendix II Table 7. The rent levels as defined above (by unit size and income category) govern what the building owner may charge for a particular unit.

E. AFFORDABILITY GAPS

In a nexus study, the affordability gap is the amount of subsidy dollars required to bridge the difference between total development costs and the unit value of the rental units. The unit value of an affordable rental unit is calculated by capitalizing the net operating income generated by the unit.

Development Costs

For the purposes of the nexus analysis, KMA prepared an estimate of total development cost for typical affordable rental units. Total development costs include land, direct construction, all fees and permits, financing and other indirect costs, including profit. KMA drew this estimate from a review of development pro forma for recent affordable rental developments assisted by the Sacramento Housing & Redevelopment Agency (SHRA). KMA concluded that, on average, the new affordable rental units have 1.5 bedrooms and total development costs equal to $223,000.

For many new developments, particularly City assisted developments, total development costs could be higher than those estimated here. The conservative estimate of development costs results in a lower supportable nexus amount.

For the purposes of estimating the affordability gaps, we do not assume additional sources of affordable housing financing such as the federal income tax credit program. While many of the recent housing developments assisted by SHRA utilized these additional funding sources, it is not assured that these sources will be available in the future. Accessing these sources is also highly competitive due to the limited supply. Finally, the value of tax credits to the project can fluctuate widely. Determining the affordability gap assuming no outside sources is a sound a legitimate approach, and one that the City has employed in other similar analyses.

Unit Values

To calculate the value of the restricted units, KMA first estimated the Net Operating Income generated by the units. The first step is to convert monthly gross rent to an annual gross rent by multiplying by 12. Annual gross rent is then adjusted for vacancy rates during turnover, and then operating costs are netted out. Lost income due to vacancy is estimated at 5% of gross rents. Operating costs cover management, property taxes, and certain other expenses. Based on KMA's experience reviewing operating budgets for affordable apartment projects proposed or built in Sacramento, the operating expenses are estimated at $4,800 per unit per year excluding property taxes. Property taxes are estimated at 1.25% of the unit's capitalized value. Net Operating Income is calculated by netting out vacancy, operating costs and property taxes from the gross income generated by the unit. NOI is then capitalized at 6.75% to estimate the value of the restricted units. The results are summarized below and shown in Appendix II Table 7.

Supported Unit Values		
	Net Operating Income	*Unit Value*
Extremely Low Income	$313 per year	$4,600
Very Low Income	$3,366 per year	$50,000
Low Income	$7,960 per year	$118,000

As shown in the table above, the rents generated by Extremely Low Income units barely cover the operating expenses associated with the units. Very Low and Low Income units generate a small amount of income in excess of operating expenses. However, neither unit generates enough capitalized value to cover total development costs of the unit. The resulting gap between unit value and development costs is referred to as the Affordability Gap.

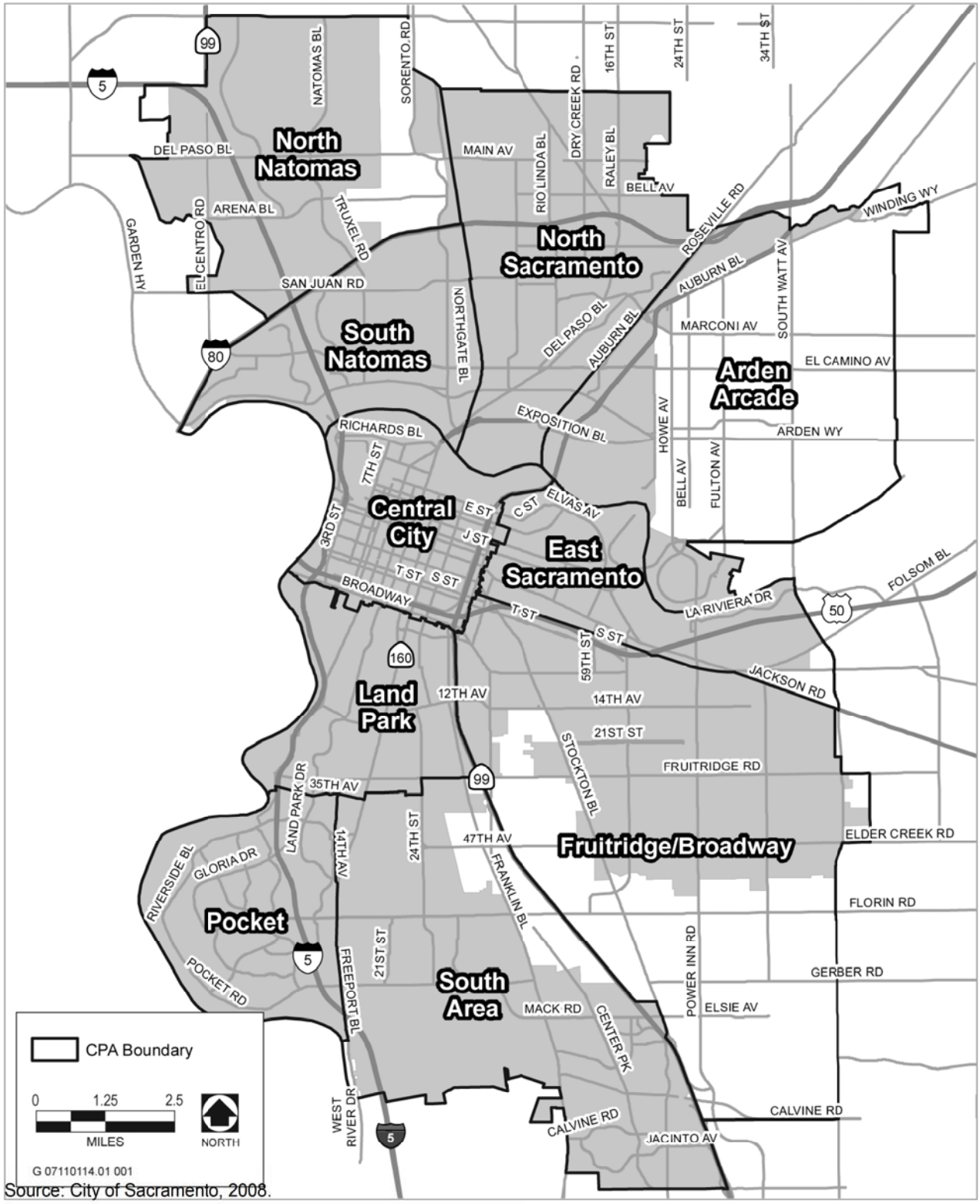
Affordability Gap

The affordability gap conclusions are presented in Appendix II Table 7 and summarized below.

Affordability Gaps			
Income Level	*Unit Value*	*Development Cost*	*Affordability Gap*
Extremely Low Income	$4,600		$218,400
Very Low Income	$50,000	$223,000	$173,000
Low Income	$118,000		$105,000

These affordability gaps represent the mitigation cost to the City per affordable unit, by income level. They are entered into the nexus analysis to calculate the maximum supported impact fees.

APPENDIX II Table 1



Source: City of Sacramento, 2008.

Figure H 3-3: Community Plan Areas

APPENDIX II Table 2
Asking Prices of New Residential Projects (as of December 2012)
Mixed Income Housing Update
City of Sacramento

	BR	BA	Sq. Ft.	Base Price	$/SF	Notes
I. Attached Residential						
*Pavilions**						
Lucca	3	3	2,006	$499,000	$249	- Location: 2430 Pavilions Place Lane (Arden Arcade)
Volterra	3	3	2,277	$499,000	$219	- 60 units
Cortona	3	4	2,367	$555,000	$234	- Complex includes clubhouse & pool
Siena	4	3	2,537	$545,000	$215	
II. Single Family Detached						
Tapestri Square						
Brookfield	2	2	1,320	Sold Out		- Location: 2010 20th Street at T Street (Midtown)
Highland	3	2.5	2,200	$599,000	$272	- 58 Brownstone-style units
Madison	3	2.5	2,900	$795,000	$274	
*Wilhaggin Terrace**						
Residence 1	3	3	2,253	$399,990	$178	- Location: 912 Baytree Place (Arden Arcade)
Residence 2	5	4	3,110	N/Av		- Developer: Warmington
Residence 3	3	3	2,420	N/Av		- 10 units
Residence 4	4	3	3,140	N/Av		- Most units sold in the $400,000's
Islands at Riverlake						
Iris	3	2	1,428	N/Av		- Location: 8002 Linda Isle Lane (Pocket)
Taro	3	2	1,500	N/Av		- Developer: Regis Homes
Orchid	3	3	2,034	N/Av		
Papyrus	3	2.5	2,284	$372,327	$163	
Jasmine	3	3	2,318	N/Av		
Gables/Gardens at Vineyard Point						
The Ascot	3	2	1,268	$208,490	$164	- Location: 9582 Blue Mountain Way (Fruitridge/Broadway)
The Bristol	3	2	1,428	$221,490	$155	- Developer: Lennar
The Carlyle	3	2.5	1,876	$249,490	$133	
The Montiero	5	3	2,567	$292,490	$114	
The Boracay	4	2	1,794	$257,690	$144	
The Claremont	4	3	2,295	$280,990	$122	
The Montiero	5	3	2,567	$299,490	$117	
The Versatillion	5	3	2,811	$316,990	$113	
Wickford Square						
The Portchester	4	2.5	1,850	$215,000	$116	- Location: 5012 Wuthering Avenue (South Area)
The Whittington	4	2.5	2,200	$229,000	$104	- Developer: S360 Development
The Pembroke	3	2.5	1,550	$194,000	$125	
The Brancaster	3	2.5	1,850	$209,000	$113	
The Windsor	3	2.5	1,400	$174,999	$125	
The Newport	2	2.5	1,200	$139,999	$117	
Villa Terrassa						
Aria	3	2	1,041	$154,999	$149	- Location: 7836 Abramo Walk (South Area)
Serena	3	2.5	1,413	$189,999	$134	- Developer: S360 Development
Carmina	3	2.5	1,575	$199,999	$127	
Rosetta	4	2.5	1,784	$215,999	$121	

**These projects are in Arden Arcade which is in the unincorporated County area, but close to the City and under similar market conditions*

APPENDIX II Table 2
Asking Prices of New Residential Projects (as of December 2012)
Mixed Income Housing Update
City of Sacramento

	BR	BA	Sq. Ft.	Base Price	$/SF	Notes
East 34th						
Model 1	3	2.5	1,335	$195,000	$146	- Location: 3434 Trio Lane (Fruitridge/Broadway)
Park Place East						
Residence 1335	3	2.5	1,335	N/Av		- Location: 2123 34th Street (Fruitridge/Broadway)
Residence 1407	3	2.5	1,407	N/Av		- Developer: New Faze Development
Hampton Station						
Plan 7 Heritage	3	2	1,033	$148,990	$144	- Location: 7527 Wainscott Way (South Area)
Plan 8 Arlington	3	2.5	1,258	N/Av		- Developer: Woodside Homes
Plan 2 Huntington	3	2.5	1,693	N/Av		
Plan 5 Empire	4	2.5	2,036	$203,990	$100	
Park at Del Paso Nuevo						
Residence 1	2	1	768	$99,000	$129	- Location: 533 Hayes Ave (North Sacramento)
Residence 1A	2	1	768	$99,000	$129	- Developer: New American Communities
Residence 2	3	2.5	1,253	$139,000	$111	- Some units are deed-restricted affordable
Residence 3	3	2.5	2,034	$180,000	$88	
Residence 4	5	2.5	2,370	$205,000	$86	

Source: Hanley Wood; project websites; sales offices

APPENDIX II Table 3
Asking Prices of New Homes - County of Sacramento (excl. City of Sacramento) (As of December 2012)
Mixed Income Housing Update
City of Sacramento

	BR	BA	Sq. Ft.	Base Price	$/SF	Notes
South Sacramento County						
Aria at Madeira						
The Melody	4	2	2,038	$324,990	$159	Location: 8005 Cellana Dr, Elk Grove
The Concerto	4	3	2,507	$348,990	$139	Developer: Lennar
The Harmony	3	3	2,410	$352,990	$146	70 Lots including 3 models
The Verismo	4	3	2,767	$368,990	$133	
The Legacy	3	3.5	2,785	$375,990	$135	
Gardner Square						
The Teddy L	4	2	2,186	$269,990	$124	Location: 9716 Babylon Dr, Elk Grove
The Janessa	4	2.5	2,740	$309,990	$113	Developer: Centex Homes
The Boz	4	3	2,886	$323,990	$112	SOLD OUT
The Prize	5	3	3,214	$349,990	$109	
Glenbrooke						
The Gianna	2	2	1,257	$212,990	$169	Location: 9985 Westminster Way, Elk Grove
The Randall	2	2	1,371	$222,990	$163	Developer: Del Webb
The Aidan	2	2	1,343	$227,990	$170	Retirement Community
The Maggie	3	2	1,569	$263,990	$168	
The Colby	3	2	1,644	$266,990	$162	
The Sanders	3	2	1,859	$278,990	$150	
The Julie Marie	2	2	2,066	$324,990	$157	
The Williams	2	2.5	2,252	$339,990	$151	
Mirabela at Madeira						
Meridien	3	2	1,561	$300,000	$192	Location: 9827 Joebar Cr, Elk Grove
Amadora	4	2	1,904	$311,000	$163	Developer: Taylor Morrison
Santana	4	2.5	2,062	$321,000	$156	
Marquesa	4	3	2,293	$341,000	$149	
Alameda	3	2.5	2,301	$351,000	$153	
Bandeira	3	3	2,568	$361,000	$141	
Marina	4	3	2,860	$376,000	$131	
Providence/Jmc Homes						
Jamestown	3	2.5	2,247	N/Av		Location: 9936 Winkle Cr, Elk Grove
Bristol	5	3	2,731	$439,990	$161	Developer: JMC Homes
Greenwich	5	3	3,227	N/Av		79 Total Lots
Charlestown	5	4.5	3,435	$485,990	$141	
Wickford	5	4	3,957	$549,990	$139	
Ranch at Madeira						
The Coronado	3	2	1,801	$349,990	$194	Location: 7020 Cordially Way, Elk Grove
The Dakota	4	3	2,234	$369,990	$166	Developer: JMC Homes
The Shenandoah	5	4	2,537	N/Av		
The Southfork	5	3	2,813	$409,990	$146	
Ranch at Sheldon Hills						
The Scottsdale	5	2.5	3,257	N/Av		Location: 11870 Trailrider Ct., Elk Grove
The Tucson	5	3.5	4,398	$584,900	$133	Developer: JMC Homes
Rancho Verde						
Cielo - Plan 1	3	2	1,657	$259,000	$156	Location: 10409 Fossil Way, Elk Grove
Cielo - Plan 2	3	2	1,768	$269,000	$152	Developer: Taylor Morrison
Cielo - Plan 3	4	2.5	1,940	$279,000	$144	
Cielo - Plan 4	4	3.5	2,168	$292,000	$135	
Vista - Plan 5	3	3	2,004	$304,000	$152	
Vista - Plan 6	3	3	2,194	$314,000	$143	
Vista - Plan 7	4	3	2,451	$324,000	$132	
Vista - Plan 8	5	3.5	2,920	$352,000	$121	

APPENDIX II Table 3
Asking Prices of New Homes - County of Sacramento (excl. City of Sacramento) (As of December 2012)
Mixed Income Housing Update
City of Sacramento

	BR	BA	Sq. Ft.	Base Price	$/SF	Notes
Destinations at Vineyard Point						
The Catalina	2	2	996	$173,990	$175	Location: 7501 Chevelle Way, Sacramento
The Mendocino	2	2	1,057	$182,990	$173	Lennar Homes
The Pebble Beach	2	2	1,199	$187,990	$157	Retirement Community
The Sedona	2	2	1,117	$191,990	$172	
The Napa Valley	3	2	1,314	$208,990	$159	
Rockwood Estates at Vineyard Point						
Plan 2597 Modeled	5	2	2,597	N/Av		Location: 9578 Cherry Grove Cr, Sacramento
Plan 1774	3	2	1,774	N/Av		Developer: KB Home
Plan 1996 Modeled	4	2	1,996	N/Av		
Plan 1604	4	2	1,604	$243,500	$152	
Plan 2269 Modeled	4	2	2,269	$261,000	$115	
Plan 2308	5	3	2,308	$270,500	$117	
Sandalwood/Kb Home						
Plan 1659	4	2.5	1,659	N/Av		Location: 8895 Cobble Crest Dr, Sacramento
Plan 2078	5	3	2,078	N/Av		Developer: KB Home
Plan 2308 Modeled	5	3	2,308	N/Av		
Plan 1703 Modeled	4	2.5	1,703	N/Av		
Plan 1445	3	2.5	1,445	$193,500	$134	
Plan 1654	4	2.5	1,654	$216,500	$131	
Northeast Sacramento County						
Woodlands						
RESIDENCE 2 - Audubon	3	2.5	2,366	N/Av		Location: 4022 Braxton Ln, Fair Oaks
RESIDENCE 2X - Thoreau	3	2.5	2,328	N/Av		Developer: True Life Communities
Enclave / Gentry Homes						
Enclave Plan One	3	3.5	2,720	Homes start		Location: Close to Old Town Folsom
Enclave Plan Two	4	3.5	2,800	at $500,000		Developer: Gentry Homes
Enclave Plan Three	4	3.5	3,000			10 Homes
Enclave Plan Four	4	3.5	3,250			
Hideaway At Treehouse						
Plan 4	3	2.5	1,332	$253,500	$190	Location: 900 Bullion Ln, Folsom
Plan 5	3	2.5	1,319	$257,500	$195	Developer: KB Home
Plan 1 Modeled	3	2.5	1,690	$305,500	$181	
Plan 2 Modeled	4	3	1,878	$318,500	$170	
Plan 3 Modeled	4	2.5	1,941	$328,500	$169	
New Riata at Empire Ranch						
The Caviata	3	2	1,777	$461,950	$260	Location: 661 Burlond Ct, Folsom
The Remuda	3	2	1,919	$476,950	$249	Developer: Elliott Homes
The Parada	4	2	2,943	$486,950	$165	
The Rodera	5	3	3,043	$561,950	$185	
The Alamar	4	3	2,735	$560,950	$205	
The Mirada	5	3.5	3,246	$619,950	$191	
Parkside Signature Homes						
The Blue Oak	3	2.5	1,633	Priced from the		Location: 306 Barnhill Dr, Folsom
The Cottonwoord	4	2.5	1,856	mid $300,000s		Developer: Signature Homes
The Alder	4	3	2,009			
Trails at Folsom						
Residence 1	3	3	1,874			Location: 1768 Parkway Dr, Folsom
Residence 2	4	3	1,997			Developer: The New Home Company
Residence 3	4	3	2,203			

APPENDIX II Table 3
Asking Prices of New Homes - County of Sacramento (excl. City of Sacramento) (As of December 2012)
Mixed Income Housing Update
City of Sacramento

	BR	BA	Sq. Ft.	Base Price	$/SF	Notes
Brentwood Villas						
The Amber II	2	2	1,331	$215,900	$162	Location: 9025 Pecor Way, Orangevale
The Gardenia II	3	3	1,526	$232,900	$153	Developer: Tim Lewis Communities
The Cherry Blossom II	3	2.5	1,624	$234,900	$145	SOLD OUT
The Jasmine II	3	2.5	1,996	$257,900	$129	
Cresleigh Almondwood						
The Camellia	3	2.5	2,338	From the high		Location: 5805 Almond Ave, Orangevale
The Holly	4	3	2,535	$300,000s		Developer: Cresleigh Homes
The Hawthorne	4	3.5	2,968			38 Total homes
The Laurel	5	3.5	3,183			
Bella Brisas at Sunridge Park						
4000 Avila	3	2	1,451			Location: 12378 Canyonlands Dr, Rancho Cordova
4011 Laguna	3	2	1,646			Developer: Woodside Homes
4015 Newport	4	2	1,832			120 houses incl. model
4022 Coronado	4	3	2,092			SOLD OUT
Cazadero at Kavala Ranch						
The Boracay	4	2	1,794	$259,990	$145	Location: 11886 Elk View Way, Rancho Cordova
The Claremont	4	3	2,295	$282,990	$123	Developer: Lennar Homes
The Montiero	5	3	2,567	$300,990	$117	
The Versatillion	5	4	2,811	$319,990	$114	
Copper Ridge at Kavala Ranch						
Eagle Peak	3	2	1,841	$235,900	$128	Location: 12089 Runswick Ct, Rancho Cordova
Kingston Peak II	3	2.5	2,817	$284,900	$101	Developer: Tim Lewis Communities
Mission Peak II	5	4	2,840	$294,400	$104	
Castle Peak	3	2	1,629	$209,900	$129	
Eclipse at Sunridge Park						
5001 Sunset	4	3	1,983	$291,990	$147	Location: 12409 Kibbie Lake Way, Rancho Cordova
5002 Star	4	2	2,256	N/Av		Developer: Woodside Homes
5003 Cresent	5	3.5	2,687	$342,990	$128	
Mariposa at Sunridge Park						
Plan 4 Hanford	4	2	2,245	$318,990	$142	Location: 12409 Kibbie Lake Way, Rancho Cordova
Plan 1 Kentfield	4	2	2,597	N/Av		Developer: Woodside Homes
Plan 2 Brookshire	5	3	2,983	$372,990	$125	
Rio Del Sol						
Residence One	3	2	1,768	$233,500	$132	Location: 12367 El Portal Way, Rancho Cordova
Residence Two	3	2	1,946	$263,500	$135	Developer: K. Hovanian Homes
Residence Three	3	2	2,100	$273,500	$130	64 Total houses
Sky View at Sunridge Park						
Starlight	3	2	1,667	$225,990	$136	Location: 12317 Edyth Lake Way, Ranco Cordova
Sunset	4	2	1,856	$239,990	$129	Developer: Beazer Homes
Horizon	4	3	2,249	$276,490	$123	

Source: Hanley Wood, project websites

APPENDIX II Table 4
Asking Rents for Newer Apartment Projects (Built between 2003 & 2012)
Mixed Income Housing Update
City of Sacramento

	Sq. Ft.	Rent Range	Rent PSF	Notes
Fremont Mews				
Studio	495	$1,100	$2.22	Location: 1400 P Street (Central City)
1 Bedroom/1 Bath	705	$1,425	$2.02	119 units
2 Bedroom/1 Bath	1,008	$1,795	$1.78	Built in 2005
2 Bedroom/2 Bath	1,008	$1,795	$1.78	
Alexan Midtown				
Studio	616	$1,200	$1.95	Location: 3111 South Street (Central City)
Studio	648	$1,325	$2.04	275 units
1 Bedroom/1 Bath	739	$1,560	$2.11	Built in 2010
1 Bedroom/1 Bath	747	$1,575	$2.11	
1 Bedroom/1 Bath	761	$1,560	$2.05	
1 Bedroom/1 Bath	794	$1,525	$1.92	
1 Bedroom/1 Bath	823	$1,625	$1.97	
1 Bedroom/1 Bath	842	$1,575	$1.87	
1 Bedroom/1 Bath	844	$1,585	$1.88	
1 Bedroom/1 Bath	904	$1,625	$1.80	
2 Bedroom/2 Bath	1,064	$1,725	$1.62	
2 Bedroom/2 Bath	1,148	$2,100	$1.83	
2 Bedroom/2 Bath	1,115	$1,995	$1.79	
2 Bedroom/2 Bath	1,171	$1,859	$1.59	
2 Bedroom/2 Bath	1,235	$2,610	$2.11	
2 Bedroom/2 Bath	1,354	$2,900	$2.14	
800 J Lofts				
Studio	547	$1,120	$2.05	Location: 800 J Street (Central City)
Studio	632	$1,220	$1.93	225 units
1 Bedroom/1 Bath	772	$1,409	$1.83	Built in 2006
1 Bedroom/1 Bath	851	$1,600	$1.88	
1 Bedroom/1 Bath	899	$1,686	$1.88	
2 Bedroom/2 Bath	944	$1,530	$1.62	
2 Bedroom/2 Bath	970	$1,699	$1.75	
2 Bedroom/2 Bath	1,100	$2,048	$1.86	
2 Bedroom/2 Bath	1,362	$2,609	$1.92	
1801 L Apartments				
1 Bedroom/1 Bath	712	$1,425	$2.00	176 units
2 Bedroom/2 Bath	1,025	$1,875 - $2,025	$1.83 - $1.98	Built in 2006
2 Bedroom/2 Bath	1,084	$1,875	$1.73	
Penthouse 3 Bed/3 Bath	1,920	$3,000	$1.56	
Ashton Parc				
1 Bedroom/1 Bath	790	$1,125 - $1,135	$1.42 - $1.44	Location: 2201 Arena Boulevard (North Natomas)
1 Bedroom/1 Bath	932	$1,195 - $1,205	$1.28 - $1.29	168 units
2 Bedroom/2 Bath	1,136	$1,350 - $1,375	$1.19 - $1.21	Built in 2008
2 Bedroom/2 Bath	1,240	$1,450 $1,475	$1.17 - $1.19	
Medici				
1 Bedroom/1 Bath	815	$1,025	$1.26	Location: 4450 El Centro Road (North Natomas)
1 Bedroom/1 Bath	975	$1,135	$1.16	216 units
1 Bedroom/1 Bath	984	$1,170	$1.19	Built in 2005
1 Bedroom/1 Bath	1,083	$1,215	$1.12	
2 Bedroom/2 Bath	1,164	$1,305	$1.12	
2 Bedroom/2 Bath	1,214	$1,365	$1.12	
2 Bedroom/1 Bath	1,064	$1,195	$1.12	
3 Bedroom/2 Bath	1,401	$1,575	$1.12	

APPENDIX II Table 4
Asking Rents for Newer Apartment Projects (Built between 2003 & 2012)
Mixed Income Housing Update
City of Sacramento

	Sq. Ft.	Rent Range	Rent PSF	Notes
Natomas Park				
1 Bedroom/1 Bath	702	$650 - $825	$0.93 - $1.18	Location: 1850 Club Center Drive (North Natomas)
2 Bedroom/2 Bath	990	$782 - $999	$0.79 - $1.01	212 units
3 Bedroom/2 Bath	1,271	$904 - $1,275	$0.71 - $1.00	Built in 2004
Lofts (The)				
1 Bedroom/1 Bath	780	$995	$1.28	Location: 3351 Duckhorn Drive (North Natomas)
1 Bedroom/1 Bath	812	$1,010 - $1,023	$1.24 - $1.26	149 units
1 Bedroom/1 Bath	879	$1,125	$1.28	Built in 2004
1 Bedroom/1 Bath	1,182	$1,299	$1.10	
2 Bedroom/2 Bath	1,256	$1,162 - $1,450	$0.93 - $1.15	
2 Bedroom/2 Bath	1,478	$1,349 - $1,595	$0.91 - $1.08	
Homecoming At Creekside				
1 Bedroom/1 Bath	729	$1,140	$1.56	Location: 4800 Kokomo Drive (North Natomas)
1 Bedroom/1 Bath	764	$1,060	$1.39	450 units
1 Bedroom/1 Bath	764	$1,010	$1.32	Built in 2004
1 Bedroom/1 Bath	808	$1,190	$1.47	
1 Bedroom/1 Bath	843	$1,105	$1.31	
1 Bedroom/1 Bath	861	$1,275	$1.48	
1 Bedroom/1 Bath	861	$1,225	$1.42	
2 Bedroom/2.5 Bath	1,092	$1,300	$1.19	
2 Bedroom/2 Bath	1,201	$1,360	$1.13	
2 Bedroom/2 Bath	1,244	$1,425	$1.15	
2 Bedroom/2.5 Bath	1,309	$1,470	$1.12	
2 Bedroom/2.5 Bath	1,383	$1,550	$1.12	
3 Bedroom/2.5 Bath	1,499	$1,650	$1.10	
3 Bedroom/2.5 Bath	1,488	$1,675	$1.13	
3 Bedroom/3.5 Bath	1,614	$1,680	$1.04	
3 Bedroom/3 Bath	1,730	$1,715	$0.99	
Granite Point				
1 Bedroom/1 Bath	662	$895 - $985	$1.35 - $1.49	Location: 4500 Truxel Road (North Natomas)
1 Bedroom/1 Bath	805	$920 - $1,025	$1.14 - $1.27	384 units
1 Bedroom/1 Bath	940	$960 - $1,065	$1.02 - $1.13	Built in 2003
1 Bedroom/1 Bath	975	$970 - $1,075	$0.99 - $1.10	
1 Bedroom/1 Bath	1,079	$1,065 - $1,170	$0.99 - $1.08	
2 Bedroom/1 Bath	1,051	$1,110 - $1,230	$1.06 - $1.17	
2 Bedroom/2 Bath	1,151	$1,195 - $1,315	$1.04 - $1.14	
2 Bedroom/2 Bath	1,196	$1,215 - $1,335	$1.02 - $1.12	
3 Bedroom/2 Bath	1,337	$1,405 - $1,525	$1.05 - $1.14	
Villagio				
1 Bedroom/1 Bath	751	$936 - $1,024	$1.25 - $1.36	Location: 4101 Innovator Drive (North Natomas)
1 Bedroom/1 Bath	751	$1,070 - $1,150	$1.42 - $1.53	272 units
1 Bedroom/1 Bath	800	$1,190 - $1,215	$1.49 - $1.52	Built in 2003
2 Bedroom/2 Bath	1,129	$1,325 - $1,325	$1.17 - $1.17	
2 Bedroom/2 Bath	1,149	$1,425 - $1,525	$1.24 - $1.33	
Regatta				
1 Bedroom/1 Bath	739	$1,000 - $1,075	$1.35 - $1.45	Location: 2751 West River Drive (South Natomas)
1 Bedroom/1 Bath	773	$1,025 - $1,100	$1.33 - $1.42	146 units
1 Bedroom/1 Bath	741	$1,125 - $1,225	$1.52 - $1.65	Built in 2004
2 Bedroom/2 Bath	998	$1,175 - $1,275	$1.18 - $1.28	
2 Bedroom/2 Bath	1,048	$1,225 - $1,325	$1.17 - $1.26	
2 Bedroom/2 Bath	1,048	$1,325 - $1,425	$1.26 - $1.36	
3 Bedroom/2 Bath	1,296	$1,500 - $1,600	$1.16 - $1.23	

APPENDIX II Table 4
Asking Rents for Newer Apartment Projects (Built between 2003 & 2012)
Mixed Income Housing Update
City of Sacramento

	Sq. Ft.	Rent Range	Rent PSF	Notes
Broadstone At Strawberry Creek				
1 Bedroom/1 Bath	746	$925	$1.24	Location: 8282 Calvine Road (South Area)
1 Bedroom/1 Bath	822	$1,160	$1.41	264 units
2 Bedroom/2 Bath	1,101	$1,150	$1.04	Built in 2005
2 Bedroom/2 Bath	1,126	$1,195	$1.06	
2 Bedroom/2 Bath	1,162	$1,280	$1.10	
3 Bedroom/2 Bath	1,331	$1,420	$1.07	
3 Bedroom/2 Bath	1,367	$1,460	$1.07	
Sycamore Terrace				
1 Bedroom/1 Bath	876	$805	$0.92	Location: 40 Park City Court (Pocket)
1 Bedroom/1 Bath	1,080	$825	$0.76	244 units
1 Bedroom/1 Bath	827	$830	$1.00	Built in 2006
1 Bedroom/1 Bath	946	$830	$0.88	
2 Bedroom/2 Bath	1,223	$935	$0.76	
2 Bedroom/2 Bath	1,151	$950	$0.83	
2 Bedroom/2 Bath	1,372	$995	$0.73	
2 Bedroom/2 Bath	1,455	$1,025	$0.70	
2 Bedroom/2 Bath	1,217	$1,090	$0.90	
2 Bedroom/2 Bath	1,104	$1,150	$1.04	
3 Bedroom/2 Bath	1,630	$1,110	$0.68	
3 Bedroom/2 Bath	1,665	$1,160	$0.70	

Source: RealFacts, project websites, forrent.com

APPENDIX II Table 5
Residential Prototypes
Mixed-Income Housing Ordinance Update
City of Sacramento

	Ownership Prototypes					Rental Prototypes		
	1	2	3	4	5	6	7	8
	Suburban Infill Small SFR Project	Outer-edge Suburban Large SFR Project	Outer-edge Suburban Small Lot/ Cluster SFR	Suburban Infill Large Condo Project	Urban Infill Condo Project	Suburban Infill Small Apt Project	Urban Infill Small Apt Project	Urban Infill Larger Apt Project
Example Location	*North Sac*	*North Natomas*	*North Natomas*	*South Area*	*Central City*	*East Sac*	*Central City*	*Central City*
Site Acres	3.1 acres	19.8 acres	11.2 acres	4.5 acres	1.1 acres	0.8 acres	0.4 acres	1.5 acres
Units	16 units	103 units	118 units	135 units	92 units	25 units	25 units	150 units
Density (units/acre)	5.2 du/acre	5.2 du/acre	10.5 du/acre	30.0 du/acre	83.6 du/acre	30.0 du/acre	60.0 du/acre	100.0 du/acre
Lot sq. ft.	5,000 lot sf	5,000 lot sf	2,500 lot sf	n/a lot sf	n/a lot sf	n/a lot sf	n/a lot sf	n/a lot sf
Avg Unit sq. ft.	2,200 sf	2,200 sf	1,600 sf	1,200 sf	950 sf	950 sf	850 sf	850 sf
Avg bedrooms	4 BR	4 BR	3 BR	3 BR	2 BR	2 BR	2 BR	2 BR
Parking Type	Garage	Garage	Garage	Garage	Podium	Surface	Podium	Podium
Dedicated spaces/unit	2.0 spaces	2.0 spaces	2.0 spaces	2.0 spaces	1.0 spaces	1.5 spaces	1.0 spaces	1.0 spaces
Example Projects *(Market Rate only)*	Iris Subdivision Del Paso Heights North Sac Alta Vista Meadows North Sac	Northborough Village II North Natomas Hampton Station South Sac	Natomas Central Ridgefield North Natomas	Copperstone Village Wolf Ranch Condos South Area Broadway Triangle Oak Park (rental & for-sale)	L Street Lofts Midtown	River View Apartments East Sac (proposed)		16th & N Project (CADA)

APPENDIX II Table 6
Preliminary Feasibility Analysis
Mixed-Income Housing Ordinance Update
City of Sacramento

		Ownership Prototypes										Rental Prototypes					
		1		2		3		4		5		6		7		8	
		Suburban Infill Small SFR Project		Outer-edge Suburban Large SFR Project		Outer-edge Suburban Small Lot/ Cluster SFR		Suburban Infill Large Condo Project		Urban Infill Condo Project		Suburban Infill Small Apt Project		Urban Infill Small Apt Project		Urban Infill Larger Apt Project	
Development Program																	
Total Units		16 units		103 units		118 units		135 units		92 units		25 units		25 units		150 units	
Site Size		3.1 acres		19.8 acres		11.2 acres		4.5 acres		1.1 acres		0.8 acres		0.4 acres		1.5 acres	
Density		5.2 du/acre		5.2 du/acre		10.5 du/acre		30.0 du/acre		83.6 du/acre		30.0 du/acre		60.0 du/acre		100.0 du/acre	
Average Unit Size		2,200 sf		2,200 sf		1,600 sf		1,200 sf		950 sf		950 sf		850 sf		850 sf	
Average Number of Bedrooms		4 BR		4 BR		3 BR		3 BR		2 BR		2 BR		2 BR		2 BR	
Parking Spaces / Unit		2.0 spaces		2.0 spaces		2.0 spaces		2.0 spaces		1.0 spaces		1.5 spaces		1.0 spaces		1.0 spaces	
Development Costs		**Per SF**	**Per Unit**	**Per SF**	**Per Unit**	**Per SF**	**Per Unit**	**Per SF**	**Per Unit**	**Per SF**	**Per Unit**	**Per SF**	**Per Unit**	**Per SF**	**Per Unit**	**Per SF**	**Per Unit**
Land *		$23	$50,000	$5	$10,000	$3	$5,000	$8	$10,000	$26	$25,000	$11	$10,000	$41	$35,000	$24	$20,000
On/Offsites		$18	$40,000	$16	$35,000	$16	$25,000		incl. below		incl. below		incl. below		incl. below		incl. below
Construction		$55	$121,000	$55	$121,000	$60	$96,000	$135	$162,000	$191	$181,500	$125	$118,800	$174	$147,500	$194	$164,500
Fees & Permits		$16	$34,100	$24	$53,300	$31	$49,200	$18	$21,000	$19	$18,400	$25	$23,300	$25	$21,000	$22	$18,600
Other Soft Costs		$22	$48,300	$21	$46,800	$23	$36,300	$50	$59,900	$71	$67,200	$31	$29,700	$43	$36,900	$48	$41,100
Construction Financing		$5	$11,800	$5	$10,700	$5	$8,500	$13	$15,900	$19	$18,400	$10	$9,800	$15	$13,000	$16	$13,200
Total Development Costs		$139	$305,200	$126	$276,800	$138	$220,000	$224	$268,800	$327	$310,500	$202	$191,600	$298	$253,400	$303	$257,400
Revenue		**Per SF**	**Per Unit**	**Per SF**	**Per Unit**	**Per SF**	**Per Unit**	**Per SF**	**Per Unit**	**Per SF**	**Per Unit**	**Per SF**	**Per Unit**	**Per SF**	**Per Unit**	**Per SF**	**Per Unit**
Market Rate Units	1.00	$141	$310,000	$123	$270,000	$138	$220,000	$233	$280,000	$347	$330,000	$1.42	$16,200	$2.00	$20,400	$2.00	$20,400
Affordable Units	0%	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0.00	$0	$0.00	$0	$0.00	$0
Total Gross Sales		$141	$310,000	$123	$270,000	$138	$220,000	$233	$280,000	$347	$330,000	$1.42	$16,200	$2.00	$20,400	$2.00	$20,400
<Less> Sales Expense		included in costs		included in costs		included in costs		included in costs		included in costs		Exp	($5,400)	Exp	($6,500)	Exp	($6,600)
Sales Net of Sales Expenses		$141	$310,000	$123	$270,000	$138	$220,000	$233	$280,000	$347	$330,000	NOI	$10,800	NOI	$13,900	NOI	$13,800
												Cap	5.5%	Cap	5.5%	Cap	5.5%
<Less> Development Costs		($139)	($305,200)	($126)	($276,800)	($138)	($220,000)	($224)	($268,800)	($327)	($310,500)	Value	$196,400	Value	$252,700	Value	$250,900
													($191,600)		($253,400)		($257,400)
Net Return [1]		$2	$4,800	($3)	($6,800)	$0	$0	$9	$11,200	$21	$19,500		$4,800		($700)		($6,500)
As % of Total Costs			*1.6%*		*-2.5%*		*0.0%*		*4.2%*		*6.3%*		*2.5%*		*-0.3%*		*-2.5%*
As % of Gross Sales			*1.5%*		*-2.5%*		*0.0%*		*4.0%*		*5.9%*						
* Land Value per Acre			$258,065		$52,020		$52,679		$300,000		$2,090,909		$300,000		$2,100,000		$2,000,000
Land Value per Sq. Ft.			$5.92		$1.19		$1.21		$6.89		$48.00		$6.89		$48.21		$45.91

[1] See report text for discussion of typical developer returns.

Appendix II Table 7
Nexus Affordability Gaps
Mixed-Income Housing Ordinance Update
City of Sacramento

		Extremely Low Income (30% AMI)	*Very Low Income (50% AMI)*	*Low Income (80% AMI)*
I. Affordable Rent[1]				
Average Number of Bedrooms[2]		1.5 Bedrooms	1.5 Bedrooms	1.5 Bedrooms
Average Household Size		2.5 Persons per HH	2.5 Persons per HH	2.5 Persons per HH
Household Income[3]		$19,410	$32,350	$51,800
Income Allocation to Housing		30%	30%	30%
Monthly Housing Cost		$485	$809	$1,295
(Less) Utility Allowance[4]		($61)	($61)	($61)
Maximum Monthly Rent		$424	$748	$1,234
II. Net Operating Income (NOI)		Per Unit	Per Unit	Per Unit
Gross Scheduled Income (GSI)				
Monthly		$424	$748	$1,234
Annual		$5,091	$8,973	$14,808
Other Income	$30	$360	$360	$360
(Less) Vacancy	5%	($273)	($467)	($758)
Effective Gross Income (EGI)		$5,178	$8,866	$14,410
(Less) Operating Expenses[5]		($4,800)	($4,800)	($4,800)
(Less) Property Taxes	1.25%	($65)	($700)	($1,650)
Net Operating Income (NOI)		$313	$3,366	$7,960
III. Capitalized Value and Affordability Gap				
I. Net Operating Income (NOI)		$313	$3,366	$7,960
II. Target Return on Investment		6.75%	6.75%	6.75%
III. Total Capitalized Value		$4,600	$50,000	$118,000
IV. (Less) Total Development Costs[6]		($223,000)	($223,000)	($223,000)
V. Affordability Gap		**($218,400)**	**($173,000)**	**($105,000)**

[1] KMA calculated the rents per SHRA's methodology.
[2] Based on a review of projects assisted by SHRA; represents a mix of studio, one-bedroom, two-bedroom and three-bedroom units.
[3] 2013 income limits published by California Dept. of Housing and Commmunity Development
[4] SHRA
[5] Includes replacement reserves. Based on recent SHRA-assisted projects.
[6] Based on recent SHRA-assisted projects.

APPENDIX III: NON-DUPLICATION OF COMMERCIAL HOUSING TRUST FUND FEE

The City of Sacramento established its Housing Trust Fund Fee in 1989 to help mitigate the impacts of new jobs associated with the development of new commercial and industrial buildings on the demand for affordable housing in Sacramento. KMA conducted a Housing Trust Fund Nexus Analysis for the City in early 2006. The fee is charged on almost all new non-residential construction in the City.

To briefly summarize the Housing Trust Fund Nexus Analysis (which is a jobs-housing nexus analysis), the logic begins with jobs located in new workplace buildings such as office buildings, retail spaces and hotels. The nexus analysis identifies the number of new jobs and compensation structure of the new jobs depending on the building type, the income of the new worker households, and the housing affordability level of the new worker households, divided into affordability tiers. The conclusion is the number of new worker households in the lower income affordability levels.

Some of the jobs that are counted in the Housing Trust Fund Nexus Analysis are also counted in the Residential Nexus Analysis. The overlap potential exists in jobs generated by the expenditures of Sacramento residents, such as expenditures for food, personal services, restaurant meals and entertainment. Many jobs counted in the residential nexus are not addressed in the jobs housing analysis at all. For example, government employees are counted in the residential nexus analysis but are not counted in the jobs housing analysis which is limited to private sector office buildings, hotel, commercial, manufacturing, research and development, and warehouse projects.

Theoretically, there is a set of conditions in which 100% of the jobs counted for purposes of the Housing Trust Fund fee are also counted for purposes of the residential nexus analysis. For example, a small retail store or restaurant might be located on the ground floor of a new condominium building and entirely dependent upon customers from the condominiums in the floors above. The commercial space on the ground floor pays the Housing Trust Fund fee and the condominiums are subject to the Mixed-Income Housing Ordinance. In this special case, the two programs mitigate the affordable housing demand of the very same workers. The combined requirements of the two programs to provide inclusionary units and/or fund construction of affordable units must not exceed 100% of the demand for affordable units generated by employees in the new commercial space.

Complete overlap between jobs counted in the Housing Trust Fund Nexus Analysis and jobs counted in the Residential Nexus Analysis could occur only in a very narrow set of circumstances. The following analysis demonstrates that the combined mitigation requirements do not exceed the nexus even if <u>every</u> job counted in the Residential Nexus Analysis is also counted in the Housing Trust Fund Nexus Analysis.

Housing Trust Fund Fee Requirement as a Percent of Nexus

The Housing Trust Fund Fee Nexus Analysis report was prepared by KMA in 2006. To evaluate the combined programs today, KMA updated the affordability gap figures to reflect 2013 development costs. The total updated nexus costs per square foot are summarized below. The total nexus cost is the maximum mitigation amount, or maximum fee that could be charged, supported by the analysis. The current fee charged by the City of Sacramento is indicated below and shown as a percent of the total updated nexus cost.

	Total Current Nexus Amount	**Current Fee**	**Percent of Nexus**
Office	$53.71	$2.25	4%
Hotel	$109.16	$2.14	2%
Commercial	$146.79	$1.80	1%
Manufacturing	$38.12	$1.41	4%
Warehouse/Office	$12.16	$0.82	7%
Warehouse	$12.16	$0.61	5%

*Note that fees in North Natomas are a little higher than the citywide fees.

The conclusion is that the current fee levels represent 1% to 7% of the nexus cost. So, the Housing Trust Fund fee mitigates approximately 1% to 7% of the cost to mitigate the need for affordable units generated by the new non-residential space.

Proposed Mixed Income Housing Program as a Percent of Nexus

The City of Sacramento proposes to revise the Mixed Income Housing Ordinance to a fee-based program that extends to the entire city. The proposed requirement is that projects would pay a fee of $2.58 per square foot (with some exceptions). There are additional compliance options available to developers, but developers would only choose another option if it is less burdensome than the base requirement. For the purposes of this overlap analysis, therefore, we model the base requirement only. The table below compares the supported nexus amounts (from Appendix I Table D-1) with the proposed requirement for the prototypes.

Total Nexus Cost Per Sq. Ft., Ownership Prototypes					
Income Category	*Suburban Infill Small SFR*	*Outer-Edge Suburban Large SFR*	*Outer-Edge Suburban Small Lot SFR*	*Suburban Infill Large Condo*	*Urban Infill Condo*
Prototype Size (Sq Ft)	2,200 SF	2,200 SF	1,600 SF	1,200 SF	950 SF
Total Nexus Costs	$15.95	$14.27	$16.19	$25.83	$37.37
Proposed Fee Level	$2.58	$2.58	$2.58	$2.58	$2.58
Percent of Nexus	16%	18%	16%	10%	7%

Total Nexus Cost Per Sq. Ft., Rental Prototypes			
Income Category	*Suburban Infill Small Project Rental*	*Urban Infill Small Project Rental*	*Urban Infill Larger Project Rental*
Prototype Size (Sq Ft)	950 SF	850 SF	850 SF
Total Nexus Costs	$25.47	$35.41	$35.41
Proposed Fee Level	$2.58	$2.58	$2.58
Percent of Nexus	10%	7%	7%

The conclusion is that the proposed revisions to the Mixed Income Housing Ordinance would require 7% to 18% of the maximum supported by the analysis.

Combined Requirements within Nexus

The Housing Trust Fund fee represents 1% to 7% of the supported nexus amount and the Mixed Income Housing ordinance requirement is proposed at 7% to 18% of the supported nexus amount. Therefore, the combined affordable housing mitigations would not exceed the nexus even if there were 100% overlap in the jobs counted in the two nexus analyses.

To return to the example of a restaurant on the ground floor of a new condominium building, say there are a total of 30 new restaurant employees of which 20 are in lower income households. The 20 employees in lower income households are counted (or double counted) in both the Housing Trust Fund Fee and Residential Nexus analyses. If the Housing Trust Fund fee mitigates the affordable housing demand of 1.4 of the employees (7% x 20) and the Mixed Income Housing Ordinance mitigates the housing demand for another 3.6 employees (18% x 20), then together the two programs mitigate the housing demand of 5 out of 20 lower income employees. The combined requirements of the two programs satisfy the nexus test by not mitigating more than 100% of the housing demand. Extending this logic, the affordable housing demand mitigated by the Mixed Income Housing Ordinance and the Housing Trust Fund Fee as a percent of their respective nexus analyses can be added together to test whether the combined requirements would exceed 100% of nexus even if the two analyses counted (or double counted) all the same demand for affordable housing.

APPENDIX III, TABLE 1
TOTAL JOBS HOUSING NEXUS COST - 2013 AFFORDABILITY GAPS
JOBS HOUSING NEXUS ANALYSIS
SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

BEFORE COMMUTE ADJUSTMENT

INCOME CATEGORY		Nexus Cost Per Sq. Ft.					
Household Income Level	Affordability Gap	OFFICE	HOTEL	RETAIL	WAREHOUSE	MANUFACTURING	HOSPITAL/ MEDICAL
Under 50% Median Income [1]	$173,000	$11.58	$81.58	$107.90	$5.58	$13.19	$19.33
50% to 80% Median Income [1]	$105,000	$55.48	$54.71	$75.37	$9.59	$34.40	$52.40
Total		**$67.06**	**$136.29**	**$183.28**	**$15.18**	**$47.59**	**$71.73**

AFTER 80.10% Commute Adjustment

INCOME CATEGORY		Nexus Cost Per Sq. Ft.					
	Affordability Gap	OFFICE	HOTEL	RETAIL	WAREHOUSE	MANUFACTURING	HOSPITAL/ MEDICAL
Under 50% Median Income [1]	$173,000	$9.28	$65.34	$86.42	$4.47	$10.56	$15.48
50% to 80% Median Income [1]	$105,000	$44.43	$43.82	$60.37	$7.68	$27.55	$41.97
Total		**$53.71**	**$109.16**	**$146.79**	**$12.16**	**$38.12**	**$57.45**

[1] Assumes households are housed in rental units

ORDINANCE NO. 2015-

Adopted by the Sacramento City Council

Date Adopted

AN ORDINANCE REPEALING CHAPTER 17.712 OF, AND ADDING CHAPTER 17.712 AND SECTION 17.808.260 TO, THE SACRAMENTO CITY CODE, RELATING TO MIXED INCOME HOUSING

BE IT ENACTED BY THE COUNCIL OF THE CITY OF SACRAMENTO:

SECTION 1.

Chapter 17.712 of the Sacramento City Code is repealed.

SECTION 2.

Chapter 17.712 is added to the Sacramento City Code to read as follows:

Chapter 17.712 MIXED INCOME HOUSING

17.712.010 Purpose and intent.

This chapter is intended to require residential projects to contribute to the construction of affordable housing and to implement the policies of the housing element of the city's general plan.

17.712.020 Definitions.

The following definitions shall apply in this chapter:

"Affordable dwelling unit" means a dwelling unit rented at an affordable rent or sold at an affordable housing price.

"Affordable housing price" means a sales price at which low income households can qualify for the purchase of for-sale dwelling units. Qualification shall be based on no more than 35% of income being applied to housing expenses (mortgage principal and interest, taxes, insurance, and assessments).

"Affordable rent" means a monthly rent consisting of a maximum of one-twelfth of 30% of 80% of the median income applicable to Sacramento County, adjusted for household size appropriate to the unit, less a reasonable allowance for utilities. The

median income applicable to Sacramento County is determined annually by the United States Department of Housing and Urban Development.

"Developer" means any person, firm, partnership, association, joint venture, corporation, or any entity or combination of entities that seeks city approvals for all or part of a development project. Developer includes "owner."

"Development agreement" means an agreement entered into between the city and a developer pursuant to chapter 18.16 and California Government Code section 65864.

"Development project" means any real estate development project that includes market rate residential dwelling units. Projects at one location undertaken in phases, stages, or distinct sections are considered a single development project.

"Executive director" means the executive director of the Sacramento Housing and Redevelopment Agency or designee.

"Inclusionary housing plan" means the plan setting forth the elements of a development project's affordable dwelling units required by Ordinance No. 2000-039.

"Low income household" means a household whose income does not exceed 80% of median income applicable to Sacramento County, adjusted for family size as published and annually updated by the United States Department of Housing and Urban Development pursuant to section 8 of the United States Housing Act of 1937.

"Market rate" means not restricted to an affordable housing price or affordable rent.

"Mitigation Fee Act" means chapter 5 (sections 66000 through 66025) of division 1 in title 7 of the California Government Code.

"Mixed income housing strategy" means an approved development plan that is consistent with Housing Element policy and may provide credit towards the housing impact fee through construction of affordable dwelling units, dedication of land to the city, or other mechanism.

"Nexus study" means a study, adopted by resolution of the city council, that analyzes the connection between projected residential development and the cost of addressing the need for affordable housing for lower income households created by the residential development.

"Owner" means a person, partnership, joint venture, association, corporation, or public or private entity that has sufficient proprietary interest in real property to commence, maintain, and operate a development project.

"Residential project" means the entirety of a residential development with market rate dwelling units in a development project.

"Self-help housing developer" means a not-for-profit organization that develops housing for sale to low income households at an affordable housing price. The organization may permit or require purchasers to participate in the construction of affordable dwelling units.

"SHRA" means the Sacramento Housing and Redevelopment Agency, a joint powers agency.

17.712.030 Affordable housing requirement.

A. If a residential project does not exceed 100 gross acres in size, the owner shall pay a housing impact fee on all newly constructed market rate dwelling units pursuant to section 17.712.050.

B. If the residential project exceeds 100 gross acres in size, the owner shall pay a housing impact fee on all newly constructed market rate dwelling units pursuant to section 17.712.050, and obtain city council approval of a mixed income housing strategy that demonstrates how the project provides housing for a variety of incomes and family types consistent with the housing element policy. The planning director shall review the proposed mixed income housing strategy in consultation with the executive director of SHRA. The planning director shall recommend approval, modification, or denial of the proposed mixed income housing strategy in conjunction with the development project's earliest planning approvals, consistent with the provisions of section 17.808.260. The city council and planning and design commission shall consider the amount of regulated affordable housing in the vicinity.

1. The mixed income housing strategy may provide for fee credits for land dedication to SHRA, construction of affordable dwelling units, or other mechanisms that lead to the provision of affordable housing.

a. Land dedication must be approved and accepted by the SHRA consistent with the guidelines prepared pursuant to section 17.712.090.

b. Multi-unit dwelling development projects constructed for fee credit under this subsection may contain any proportion of affordable dwelling units. However, no multi-unit dwelling development project consisting of more than 50% affordable

dwelling units and constructed for credit under this subsection may be located within 400 feet of another multi-unit dwelling development project with more than 50% affordable dwelling units.

c. The maximum number of affordable dwelling units in any multi-unit dwelling development project constructed for credit under this subsection shall be 150.

2. The mixed income housing strategy may provide for a fee credit for donation of land to a self-help housing developer. Land donated must have all site improvements completed. The home must have a recorded affordability covenant that restricts resale to the satisfaction of the city and SHRA.

C. A residential project subject to an inclusionary housing plan approved prior to the effective date of the ordinance adopting this chapter may either:

1. Comply with the approved inclusionary housing plan; or

2. Comply with the provisions of this chapter.

D. Affordable dwelling units constructed pursuant to subsection B.1 of this section shall have a regulatory agreement recorded on title, requiring the units to remain affordable for a period of no less than 30 years. The agreements shall be monitored by SHRA and the owners shall be subject to monitoring fees as established by the guidelines authorized by section 17.712.090.

17.712.040 Exempted development projects.

The following development projects are exempt from this chapter and generate no affordable housing obligation:

A. Mobilehome parks.

B. Development projects in which at least 10% of the dwelling units are affordable dwelling units. The affordable dwelling units shall have a regulatory agreement recorded on title, requiring the units to remain affordable for a period of no less than 30 years. The agreement shall be monitored by SHRA and the owners shall be subject to a monitoring fee as established by the guidelines authorized by section 17.712.090.

C. A new single-unit dwelling built by an owner-builder on his or her property if:

1. The owner does not intend to sell the dwelling within two years of completion of construction, and

2. The owner has not utilized this exemption set forth in this subsection on another dwelling within two years of applying for a building permit for the new dwelling, and

3. The owner personally performs the work, or the owner directly contracts with a contractor to perform the work.

D. A secondary dwelling unit.

E. A development project subject to a development agreement adopted prior to October 3, 2000 (adoption date of Ordinance No. 2000-039), provided the development agreement has not expired.

F. A development project that obtained approval of site plan and design review or a tentative map prior to the effective date of the ordinance adopting this chapter, provided the project was exempt from the requirements of Ordinance No. 2000-039 at the time of application submittal. Subsequent modifications to or reapprovals of the approved site plan and design review or tentative map that do not increase or decrease the number of units by more than ten percent shall not affect a development project's exemption pursuant to this subsection.

G. A multi-unit dwelling development project for which an application for site plan and design review or a tentative map had been submitted in accordance with section 17.800.010 prior to the effective date of this ordinance, provided the development project was exempt from the requirements of Ordinance No. 2000-039 at the time of application submittal.

H. Uninhabitable square footage without conditioned air, such as garages, carports, open porches, open entryways, pool houses, storage, patio covers, and unfinished basements.

I. Community rooms for residential developments.

17.712.050 Housing impact fees

A. A housing impact fee is established and imposed on real property for which a residential project is proposed pursuant to the provisions of this chapter and as further described in the nexus study.

B. The city council, by resolution, shall establish the specific amount of the housing impact fee for the various categories of housing type as identified in

the nexus study and as determined appropriate by the city council, and shall make the findings required by this section in establishing the amount of the fees. In addition, the city council, by resolution, may adopt additional provisions, policies, and procedures to implement and administer the provisions of this chapter. The amounts of fees and the policies and procedures adopted by resolution pursuant to this subsection shall be consistent with the purposes of this chapter and the nexus study.

C. At the time it considers the amount of the fees established pursuant to this section, or at the time of amending the fees other than in making an automatic annual adjustment to the fees in the manner provided by subsection E, the city council shall adopt the amount of such fees if it makes the following findings in support of such fees:

1. A finding that such fees have been determined and calculated in the manner consistent with the nexus study; and

2. The following additional findings required by the Mitigation Fee Act that demonstrate there is a nexus between the low income housing for which such fees are imposed and the need for such low income housing created by the residential development upon which the fees are imposed:

    a. Findings that identify the purpose of the fees;

    b. Findings that identify the use to which the fees are to be put;

    c. Findings that demonstrate that there is a reasonable relationship between the use of the fees and the type of development project on which the fees are imposed;

    d. Findings that demonstrate that there is a reasonable relationship between the need for low income housing and the type of residential development project on which the fees are to be imposed; and

    e. Findings that demonstrate how there is a reasonable relationship between the amount of the fees and the cost of the low income housing attributable to the development project on which the fees are imposed.

3. In making findings pursuant to this section and any other findings, the city council may consider all matters, whether offered orally or in writing, presented at the hearing or hearings conducted for the purpose

of establishing or amending the fees, and any and all oral and written material presented to the city council and planning and design commission in connection with the adoption, approval, or amendment of the nexus study.

D. At the time of setting the amount of the fees established pursuant to this chapter, or at the time of amending such fees other than in making an automatic annual adjustment to the fees, the city council shall hold a public hearing on the proposed fees or proposed amendment of fees in the manner required by the Mitigation Fee Act.

E. The fees established pursuant to this section shall be adjusted automatically to take into consideration inflation on July 1 of each year by a factor equal to the percentage increase, if any, in the construction cost index for San Francisco (based on 1913 U.S. average = 100) during the 12 months ending on the preceding March 1 as published by Engineer News Record/McGraw-Hill Construction Weekly, or any substitute index that the city council adopts by resolution. The planning director shall be responsible for calculating the adjustment, if any, to the fees and shall advise the city clerk of the amended fees.

F. The effective date of any resolution adopted by the city council that establishes or amends the amount of the fees imposed under this chapter shall be determined in accordance with California Government Code section 66017.

G. The methodologies set forth in the nexus study shall be used as the basis for setting the amount of the housing impact fees. Applicants for building or other development permits shall include plans and calculations prepared by the applicant or applicant's agent, specifying data necessary to calculate housing impact fees, including, without limitation, the square footage of each use, and other relevant data as may be required by the planning director, or his or her authorized designee(s). All fees due under this chapter shall be determined and calculated by the planning director, or his or her authorized designee(s).

H. Unless exempt from payment under section 17.712.040, no building permit or building permit extension for a project described in section 17.712.030 shall be issued or granted unless and until the full amount of the housing impact fee has been paid to the city in accordance with the provisions of this chapter.

I. The fees described in subsections A and B will be deemed "imposed" for purposes of the Mitigation Fee Act when the planning director gives the building-permit applicant a written notice that does both of the following:

1. States the amount of the fees as final.

2. Notifies the applicant that the 90 day period in which the applicant may protest has begun.

17.712.060 Protest of Fees

A. The owner of property subject to the housing impact fees established by this chapter may protest the housing impact fees imposed on the project by filing a written protest notice with the planning director in the manner provided and within the times specified in the Mitigation Fee Act.

B. Concurrently with filing the written protest notice, the owner must tender to the planning director the full amount of the fee under protest, together with payment of a non-refundable protest-filing fee in the amount established by resolution of the city council to offset the city's costs of processing the protest and any appeal. The owner is liable for the city's actual cost to process the protest, including the cost of any appeal to the city council, to the extent that the actual cost exceeds the filing fee. The city may deduct the excess amount from any refund found due and owing to the owner or may add it to the amount of the fee found to be due or owing from the owner.

C. The planning director shall consider the protest at an informal hearing held within 60 days after the filing of the protest notice. The planning director shall issue a written decision on the protest and send a copy of the decision to the applicant by first-class mail, postage prepaid, within 15 days after the later of the following: the date of the informal hearing, or the date the planning director sets during the informal hearing for the applicant's submission of any additional evidence the planning director determines to be necessary to the decision. The applicant's failure to timely submit additional information requested by the planning director may result in denial of the protest. The planning director's decision is final and not appealable, except as provided in subsections F and G.

D. The planning director shall consider the following when determining whether to approve or deny a protest:

1. The matters set forth in California Government Code section 66001, subdivisions (a) and (b).

2. The substance and nature of the evidence presented by the applicant.

3. The facts, findings, and conclusions stated in the nexus study, including technical information, studies, audited construction costs, and reports contained within and supporting the nexus study, together with findings supporting the resolution setting the amount of the housing impact fee. The applicant must present comparable technical information, studies, and reports to demonstrate that the housing impact fee is inappropriate for the development project involved.

E. If the protest is granted, and the housing impact fee is adjusted, any change in use within the particular development project involved in an application shall invalidate the adjustment of the housing impact fee if the change in use would render the adjustment inappropriate.

F. The applicant may appeal the planning director's decision to the city council in accordance with chapter 1.24 by filing a notice of appeal with the city clerk within 10 days after the date the planning director mails the decision. In deciding the appeal, the city council or the appointed hearing examiner, as the case may be, shall consider the factors set forth in subsection D. The city clerk shall mail the city council's or hearing examiner's decision to the applicant by first-class mail, postage prepaid, within five days after the decision is rendered. The decision will be final and not appealable, except as provided in subsection G.

G. The protest procedures in this section are administrative procedures that must be exhausted before the filing of any petition seeking judicial review. Such a petition must be filed under California Code of Civil Procedure section 1094.5 on or before the later of the following: the 90th day after the date on which the decision is mailed to the applicant, or the expiration of the 180-day limitation period provided by the Mitigation Fee Act.

17.712.070 Low income housing fund

A. All fees collected pursuant to section 17.712.050 shall be placed in the citywide low income housing fund and shall be administered and used for the purposes described in chapter 17.708.

B. Annual Evaluation. Commencing one year after the effective date of the ordinance adopting this chapter, and annually thereafter, the SHRA director and planning director shall report to the city council, the planning and design commission, and the Sacramento housing and redevelopment commission on the status of activities undertaken with the housing fund. The report shall include:

1. A statement of income, expenses, disbursements, and other uses of the fund;

2. Identification of projects generating fee revenue;

3. The current fee amount reflecting the automatic annual adjustment under section 17.712.050.E, if any;

4. The total number and location of low and very low income housing units constructed or assisted during that year and the amount of such assistance;

5. Plans for how the money will be spent;

6. Any recommended changes to this chapter necessary to carry out its purposes; or

7. Any recommended adjustments to the fee.

17.712.080 Housing quality

Affordable dwelling units constructed using housing impact fees paid pursuant to this chapter, or constructed through an inclusionary housing plan, or a mixed income housing strategy, shall be visually compatible with surrounding market rate dwelling units and accommodate diverse family sizes by including dwelling units with different numbers of bedrooms, as determined by the approval authority, upon recommendation of the executive director. External building materials and finishes, front yard landscaping, and amenities shall be of the same type and quality for affordable dwelling units as for market rate dwelling units.

17.712.090 Guidelines

The executive director of SHRA, in consultation with the planning director, shall prepare guidelines to ensure compliance with this chapter. The guidelines shall be adopted by resolution of the city council.

SECTION 3.

Section 17.808.260 is added to the Sacramento City Code to read as follows:

17.808.260 Mixed income housing strategy.

A. Purpose. A mixed income housing strategy is a requirement contained in this title and is intended to ensure that large residential projects provide housing for a variety of incomes and family types that is consistent with housing element policy.

B. Approval authority.

1. Commission level—Recommendation. A mixed income housing strategy is subject to review at the commission level by the planning and design commission. At the conclusion of the hearing, the commission shall forward its recommendation to the city council or, if no motion to approve a recommendation receives enough votes to pass, shall forward to the city council a report of the votes taken on each motion on the request.

2. Council level—Approval. A mixed income housing strategy is subject to review and approval by the city council upon receipt of the recommendation or report from the planning and design commission.

3. Minor amendments. An amendment to an approved mixed income housing strategy that does not change the intensity of land uses by more than ten percent is subject to review and approval by the planning and design commission.

C. Decision and findings.

1. The approval authority may approve a mixed income housing strategy by resolution, based on the following findings of fact:

   a. The mixed income housing strategy is consistent with the goals, policies, and other provisions of the general plan and its housing element; and

   b. The mixed income housing strategy promotes the public health, safety, convenience, and welfare of the city.

2. The city council or planning and design commission may modify the mixed income housing strategy as it determines to be necessary or appropriate in order to make the required findings for approval.

Adopted by the City of Sacramento City Council on _____ by the following vote:

Ayes:

Noes:

Abstain:

Absent:

_____

MAYOR

Attest:

_____

City Clerk

Passed for Publication:

Published:

Effective:

RESOLUTION NO. 2015-

Adopted by the Sacramento City Council

XXXXX XX, 2015

ESTABLISHING HOUSING IMPACT FEE AND RELATED PROCESSING FEES AUTHORIZED BY SACRAMENTO CITY CODE CHAPTER 17.712 FOR NEW RESIDENTIAL DEVELOPMENT

BACKGROUND

A. On XXXXXXX XX, 2015, the City Council enacted Ordinance No. 2015-___, repealing and reenacting Chapter 17.712 of the Sacramento City Code, relating to mixed income housing.

B. Section 17.712.050 to the Sacramento City Code authorizes a housing impact fee for all new residential units consistent with the Residential Nexus Analysis developed by Keyser Marston Associates, Inc and updated in May 2015 ("Nexus Study").

C. The Nexus Study, approved and adopted by Resolution No. 2015-XXXX, establishes the need for affordable housing created by the development of new residential housing and provides a reasonable basis on which to establish development impact fees.

D. A public hearing on adoption of this resolution was set as part of a regularly scheduled meeting of the Sacramento City Council for _____, 2015 at 6:00 p.m. in the Council Chamber located at City Hall, 915 I Street, First Floor, Sacramento, California 95814. The public hearing was also noticed pursuant to and in compliance with Government Code sections 66018 and 6062a, and was held as part of a regularly scheduled meeting of the City Council of the City.

E. The proposed fees for new residential units under Section 17.712.050 are set forth in Exhibit A.

F. The amount of the proposed fees shall be automatically adjusted on July 1st to take into consideration inflation consistent with section 17.712.050.C.

G. All fees collected pursuant to section 17.712.050 shall be placed in the citywide low income housing fund and shall be administered and used for the purposes described in Ordinance 89-013, Ordinance 92-014, and Ordinance 2001-009 and shall be included in the annual evaluation required by those ordinances.

H. Residential projects that are exempt from the fees are outlined in section 17.712.040.

I. Higher density housing developments shall initially not be charged a fee because of the tenuous nature of that submarket. High density, market-rate housing has, up until 2015, predominantly required public subsidies and assistance and is critical to achieving the General Plan's goals for sustainable, transit-oriented, infill development.

J. Market rate housing should be incentivized in areas of the City with concentrations of poverty and a weaker housing market. New housing in these areas should not be charged a housing fee impact fee that could constrain new housing opportunities and a mix of incomes in these areas.

K. Fee amounts for high density residential projects shall be considered in four years (September 2019) to determine whether the housing market for these projects has been firmly established.

L. Fee amounts for conversions of a nonresidential building to residential use shall be considered in four years (September 2019) to determine whether the housing market for these projects has been firmly established.

M. Fee amounts and the location of the Housing Incentive Zones shall be reconsidered every four years, starting August 2019, to consider average home sales in the City as well as what constitutes an affordable mortgage for a low income family of four.

N. City and SHRA staffs are authorized to use a percentage of the fee revenue to pay for the costs of implementing and maintaining the Mixed Income Housing Ordinance as set forth in Exhibit A.

O. The proposed fee for protesting the Housing Impact Fee under 17.712.060 is set forth in Exhibit B.

P. The proposed fee for appealing the Planning Director's decision on the protest of the Housing Impact Fee to the City Council under 17.712.060 is set forth in Exhibit C.

Q. The proposed fee for the Mixed Income Housing Strategy under 17.712.030 is set forth in Exhibit D.

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

Section 1. **Findings.**

(a) The City Council hereby finds as follows:

(i) The recitals set forth above are true and correct and are incorporated herein by reference as findings.

(ii) The City Council approved and adopted the Nexus Study by Resolution 2015-XXXXX following a public hearing on the matter, and the contents of the Nexus Study are incorporated herein.

(b) As to the Housing Impact Fee authorized by Chapter 17.712, section 17.712.050 of Title 17 of the Sacramento City Code, the City Council makes the following additional findings:

(i) The purpose of the Housing Impact Fee is to assist in financing the City's efforts ensure better income integration in new neighborhoods, potentially better proximity of a wider range of housing to services and jobs, and an equitable distribution of affordable housing, throughout the city

(ii) The Housing Impact Fee collected pursuant to this resolution shall be used to finance low income housing and shall be administered and used for the purposes described in Ordinance 89-013, Ordinance 92-014, and Ordinance 2001-009 and shall be included in the annual evaluation required by those ordinances.

(iii) The development of new residential units in the City generate a need for more affordable housing, which has not been constructed and is required for consistency with the City's Housing Element, and to protect the public's health, safety, and general welfare.

(iv) The Nexus Study establishes a reasonable relationship between the need for affordable housing, and the impacts of new

residential housing in the City, for which the corresponding fee is charged.

(v) There is a reasonable relationship between the specified use of the housing impact fees and the type of development for which the fee is charged, as described in the Nexus Study.

(vi) The revised fees are consistent with the City's General Plan and the Housing Element, and the City Council has considered the effects of the fees with respect to the City's housing needs and the regional housing needs.

Section 2. The City of Sacramento's Fee and Charge Report is hereby amended, as set forth in Exhibit A to establish the fees authorized by Section 17.712.050 of the Sacramento City Code.

Section 3. The City of Sacramento's Fee and Charge Report is hereby amended, as set forth in Exhibits B and C to establish the fees authorized by Section 17.712.060 of the Sacramento City Code.

Section 4. The City of Sacramento's Fee and Charge Report is hereby amended, as set forth in Exhibit D to establish the fees authorized by Section 17.712.030 of the Sacramento City Code.

Section 5. Exhibits A, B, C, and D are part of this resolution.

Exhibit A

Fee Name: Housing Impact Fee (Sacramento City Code Section 17.712.050)

Current Fee: None

Proposed Fee:

Housing Type	**Fee Amount (Per Square Foot)**
Single-unit and duplex dwellings (less than 20 dwelling units per net acre)	$2.58
High density single-unit and duplex dwellings (20 dwelling units per net acre or more*)	$0.00
Multi-unit dwellings (less than 40 dwelling units per net acre)	$2.58
High density multi-unit dwellings (40 dwelling units per net acre or more*)	$0.00
Conversion of a nonresidential building to a residential use	$0.00
Dwelling units in the Housing Incentive Zone (See Figure 1)	$1.11

***"**Net acre", for the purposes of this fee, means the total area of a site excluding portions that cannot be developed, such as public and private streets, and open space.

Administrative Costs:

Three percent of the fee revenue may be utilized by City staff to pay for the following costs:

1. Assessing and interpreting the correct fee amount to be paid by new residential development.
2. Periodically updating the Mixed Income Housing Ordinance and related fee resolutions.
3. Annually indexing the fee.
4. Periodically updating the Nexus Study.
5. Updating the City's Housing Element and other policy documents that relate to the Mixed Income Housing Ordinance.

Ten percent of the fee revenue may be utilized by SHRA staff to pay for the following costs:

1. Administration of the fee revenue for the production of affordable housing, including underwriting, financing and construction monitoring.
2. Development and maintenance of program guidelines for implementation of the Mixed Income Housing Ordinance.
3. Collaborate with the City staff when periodically updating the Mixed Income Housing Ordinance and related fee resolutions.
4. Participate in the periodical updates of the Nexus Study with the City staff.

5. Annual status reporting of the Housing Administration Programs to City staff when updating the City's Housing Element and other policy documents that relate to the Mixed Income Housing Ordinance.
6. Annual compliance monitoring of affordable housing developments for the duration of the affordability period.
7. Annual reporting of the activities undertaken with the Mixed Income Housing Ordinance.
8. Management of land dedicated per the Mixed Income Housing Ordinance.

Figure 1 – Map of Housing Incentive Zones

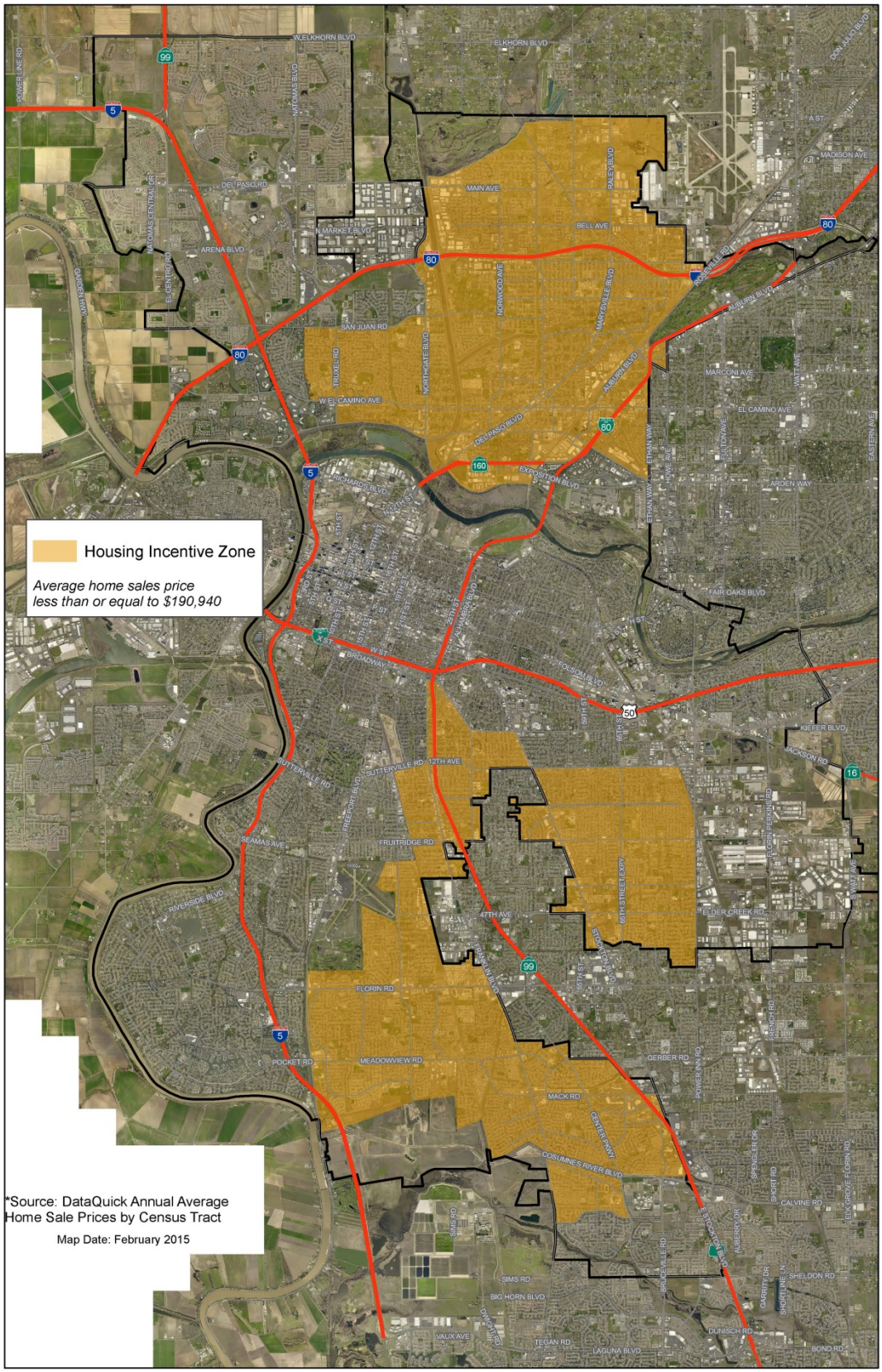


Exhibit B

Fee Name: Filing Fee for Protesting the Housing Impact Fee (Sacramento City Code Section 17.712.060)

Current Fee: None

Proposed Fee: Actual cost, with the initial deposit of $1,130.

Justification: The fees recover 100% of estimated costs of considering and documenting the Planning Director's decision on the protest, all at the department's hourly rate of $113. It is estimated that staff time for considering and holding a hearing on the protest will take 10 hours.

Proposition 26: These fees are not "taxes" under section 1, subdivision (e), in article XIIIC of the California Constitution, as they are within the exception set out in subdivision (e)(3) of that section. The fees recoup not more than 100% of the Department's actual cost of issuing the permits and inspecting the sites. No fee waivers are provided, and the Department's costs are allocated equally to the persons who apply for permits and permit renewals.

Exhibit C

Fee Name: Appeal Fee for the Planning Director's Determination of the Housing Impact Fee (Sacramento City Code Section 17.712.060)

Current Fee: None

Proposed Fee: Actual cost, with the initial deposit of $4,000

Justification: The fees recover 100% of estimated costs of processing the appeal of the Planning Director's decision, including document the nature of the protest and Planning Director's consideration in a staff report to Council, all at the department's hourly rate of $113. It is estimated that staff time for preparing for and participating in a Council Hearing on the protest will take over 35 hours. This fee amount is consistent with appeal fees for other director and commission level determinations on planning entitlements.

Proposition 26: These fees are not "taxes" under section 1, subdivision (e), in article XIIIC of the California Constitution, as they are within the exception set out in subdivision (e)(3) of that section. The fees recoup not more than 100% of the Department's actual cost of issuing the permits and inspecting the sites. No fee waivers are provided, and the Department's costs are allocated equally to the persons who apply for permits and permit renewals.

Exhibit D

Fee Name: Application Fee for the Mixed Income Housing Strategy (Sacramento City Code Section 17.712.030)

Current Fee: None

Proposed Fee: Actual cost, with the initial deposit of $1,000

Justification: The fees recover 100% of estimated costs of processing the Mixed Income Housing Strategy, including the Planning Director's recommendation in a staff report to Council, all at the department's hourly rate of $113.

Proposition 26: These fees are not "taxes" under section 1, subdivision (e), in article XIIIC of the California Constitution, as they are within the exception set out in subdivision (e)(3) of that section. The fees recoup not more than 100% of the Department's actual cost of issuing the permits and inspecting the sites. No fee waivers are provided, and the Department's costs are allocated equally to the persons who apply for permits and permit renewals.

Summary of Current Mixed Income Housing Ordinance
(17.712 of the City of Sacramento's Planning and Development Code)

Application and Requirements

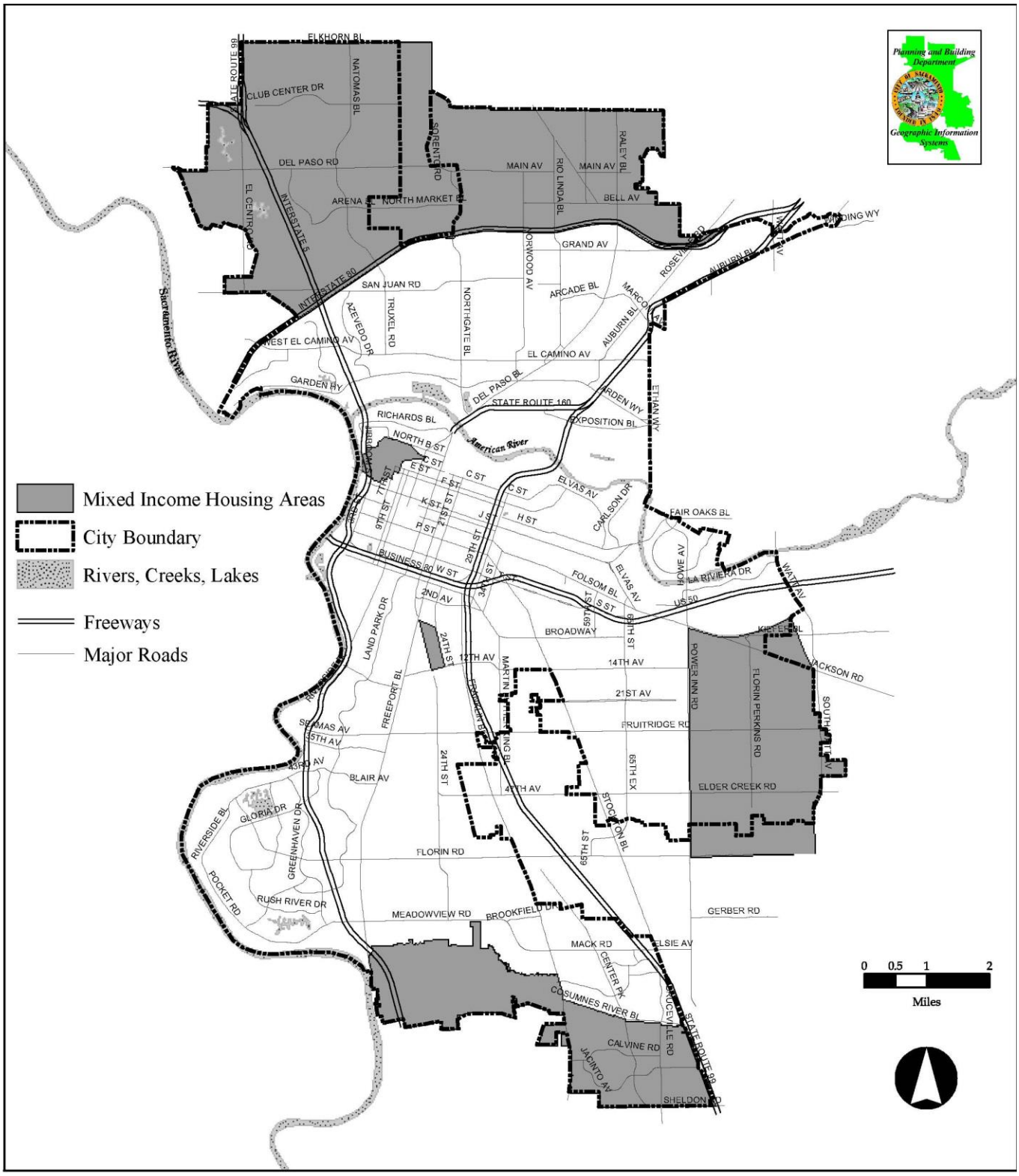
- Adopted on October 3, 2000.
- Ordinance applies in "new growth areas" as shown in the enclosed map.
- The ordinance does not apply to the following projects:
    - Residential projects of nine or fewer dwellings.
    - Rehabilitation of existing residential dwellings.
    - Market rate units produced as a density bonus.
    - Residential projects which have approved Development Agreements before June 20, 2000.
    - Residential projects made up entirely of mobile homes.
- Standard Obligation:
    - 5% low income units (affordable to 80% of area median income)
    - 10% very low income units (affordable to 50% of area median income)
- Exceptions to the standard obligation:
    - Exclusively single family developments of less than 5 acres may provide 15% low income units if all units are onsite and for-sale.
    - Stand-alone condominiums of 200 units or less, and not part of a larger PUD, may obtain a conditional use permit to provide 10% low and 5% very low income units.

Location of Inclusionary Housing Units

- Inclusionary housing units shall be built on the site of the development project and dispersed "to the maximum extent feasible."
- Alternatives to on-site construction, with Planning Director approval:
    - Land dedication can be approved on-site or off-site to SHRA.
    - Off-site development: "Exclusively single family developments" which lack adequate land zoned for multifamily development may build their inclusionary units outside of the development project area but within the same new growth areas.
- Developments of 50% or more of inclusionary units may not be located adjacent to each other or another affordable housing development.

Phasing, Design, and Length of Affordability

- Inclusionary units must be built concurrently with the market rate units. Phasing of the units are detailed and approved in the Inclusionary Housing Agreement.
- Design of the inclusionary units must be compatible with design of total project and the units must provide mix of bedroom sizes.
- The SHRA multifamily development financing guidelines (size limitations, security standards, etc.) shall apply to inclusionary units.
- Minimum term of affordability for rental inclusionary units is 30 years.
- For-sale units have a 30 year deed restriction, which governs the home's resale.



AREAS SUBJECT TO MIXED INCOME HOUSING POLICY

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April 2003 | jh

Chapter 17.712 MIXED INCOME HOUSING

17.712.010 Purpose and intent.

This chapter is intended to provide that residential projects in new growth areas contain a defined percentage of housing affordable to low income and very low income households, to provide for a program of incentives and local public subsidy to assist in this effort, and to implement the mixed income policies of the housing element of the city's general plan. (Ord. 2013-0020 § 1; Ord. 2013-0007 § 1)

17.712.020 Definitions.

As used in this chapter,

"Affordable" means rented at an affordable rent or sold at an affordable housing price.

"Affordable housing price" means a sales price at which low income or very low income households can qualify for the purchase of for-sale inclusionary units. Qualification shall be based on no more than 35% of income being applied to housing expenses, which shall include mortgage principal and interest, taxes, insurance, and assessments.

"Affordable rent" means (1) for a unit whose occupancy is restricted to a low income household, a monthly rent consisting of a maximum of one-twelfth of 30% of 80% of the median income applicable to Sacramento County; and (2) for a unit whose occupancy is restricted to a very low income household, a monthly rent consisting of a maximum of one-twelfth of 30% of 50% of the median income applicable to Sacramento County. In each case the median income applicable to Sacramento County is as determined annually by the United States Department of Housing and Urban Development. Maximum rent is adjusted for household size appropriate to the unit, less a reasonable allowance for utilities.

"City" means the city of Sacramento.

"Developer" means any person, firm, partnership, association, joint venture, corporation, or any entity or combination of entities that seeks city's approvals for all or part of a development project. "Developer" includes "owner."

"Development agreement" means an agreement entered into between the city and a developer pursuant to section 65864 of the Government Code and chapter 18.16 of this code.

"Development project" means any real estate development project in a new growth area that includes market rate residential units. Projects at one location undertaken in phases, stages or otherwise developed in distinct sections shall be considered a single development project for purposes of this section.

"Dwelling unit" means a residential unit within a development project.

"Exclusively single-unit dwelling" refers to a project that contains land zoned for single-unit dwellings, but insufficient land zoned for or permissive of multi-unit dwellings to accommodate the very low income portion of the inclusionary housing component on-site. Where land zoned for single-unit dwellings and land planned, zoned for or permissive of multi-unit dwellings residential use exist at one location as of the time of the first legislative entitlement for any

parcel or portion thereof, the totality of such land shall be considered in determining whether the subject project is exclusively single-unit dwellings.

“External subsidy” means any source of funds that is not local public funding, including federal or state grants, loans, bond funds, tax credits or other tax-based subsidy.

“First-time home buyer” means that neither the purchaser nor the purchaser’s spouse has owned a home during the past three years, or that the purchaser meets at least one of the following criteria:

1. The purchaser is a displaced homemaker, defined as a person who has not worked full-time for a number of years, worked primarily without remuneration to care for the home and family, is unemployed or underemployed, is experiencing difficulty in obtaining or upgrading employment, and, while a homemaker, owned a home with a previous spouse;

2. The purchaser is single (unmarried or legally separated), has one or more minor children of whom purchaser has custody, and, while previously married, owned a home with a previous spouse; or

3. The purchaser owns or owned as a principal residence during the past three years, a dwelling unit which structure is not permanently affixed to a permanent foundation in accordance with the city code, or is not and cannot be brought into compliance with city code for less than the cost of replacing the structure.

“Housing trust fund” means the fund created by the city, administered by the SHRA, and codified in chapter 17.708.

“Inclusionary housing agreement” or “agreement” means the agreement described in section 17.712.110 between a developer and the SHRA setting forth the manner in which the inclusionary housing component requirement of this chapter will be met in the development project.

“Inclusionary housing component” means the inclusionary housing units included in or provided by a development project as specified in this chapter.

“Inclusionary housing plan” means the plan described in section 17.712.110 setting forth the elements of a development project’s inclusionary housing component and the manner in which the inclusionary housing component will be implemented.

“Inclusionary housing unit” or “inclusionary unit” means an ownership or rental dwelling unit developed as a part of the inclusionary housing component of a development project as provided in this chapter.

“Inclusionary incentives” means the fee waivers or reductions, planning and building standards waivers or reductions, regulatory incentives or concessions, and local public funding provided by the city or SHRA to a development project to assist in the provision of the inclusionary housing component.

“Initial owner” means the first person or persons to purchase a new for-sale inclusionary unit for his, her or their primary residence.

“Legislative entitlements” means and includes general and community plan amendments, zonings and rezonings, planned unit development (PUD) schematic plans and amendments thereto, planned unit development guidelines and amendments thereto, and development agreements.

“Local public funding” means loans and grants from the housing trust fund, federal HOME Investment Partnership Program (“HOME” funds), redevelopment area tax increment housing set-aside funds, and other funds originating from or administered by the city, the SHRA, or the county of Sacramento.

“Low income household” means a household whose income does not exceed 80% of median income applicable to Sacramento County, adjusted for family size as published and annually updated by the United States Department of Housing and Urban Development pursuant to Section 8 of the United States Housing Act of 1937.

“Major legislative entitlements” means all legislative entitlements and amendments to legislative entitlements which are not minor legislative entitlements.

“Minor legislative entitlements” means legislative entitlements or amendments to legislative entitlements which satisfy one or more of the following:

1. Entitlements that do not result in any of the following criteria as defined by the North Natomas community plan target average densities: a net loss of residential acreage; a net loss of acreage of land designated for high density residential (HDR) or medium density residential (MDR) development, unless the HDR total residential units replace the loss of MDR residential units; or a net loss of total residential units;

2. Entitlements that are the result of, and required by, amendments to public facilities or roadways designated in the North Natomas community plan; provided further that the entitlements are limited to addressing the amendments required by the city or other public agency;

3. Entitlements that are limited to amendments to a previously approved planned unit development (PUD) schematic plan, or PUD development guidelines, provided that the amendments do not result in a loss of more than five percent between the density of the proposed project and the density of the previously approved project.

“Market rate” means not restricted to an affordable housing price or affordable rent.

“Multi-unit dwellings” means residential units planned, approved, or built on land planned or zoned for other than single-unit dwellings.

“New growth areas” means (1) the newly developed communities identified on the map in Attachment A to this section; (2) major redevelopment opportunity areas, including the Sacramento Railyards special planning district and the Curtis Park West railyards site as identified on Attachment A; and (3) any future annexation areas of the city.

“Off-site” means outside of the boundaries of a development project.

“One location” means all adjacent land owned or controlled by the same owner or a related owner, the property lines of which are contiguous at any point, or the property lines of which are separated only by a public or private street, road, or other public or private right-of-way.

“Owner” means and includes the person, persons, partnership, joint venture, association, corporation, or public or private entity having sufficient proprietary interest in real property to commence, maintain, and operate a development project.

“Percent” means a one-hundredth part. In applying percentages referred to in this chapter, any portion of a percent less than one-half shall be disregarded and any portion of a percent one-half or greater shall be rounded up to the next whole number.

“Project level approval” means and includes a tentative subdivision map, a conditional use permit, or other administrative or adjudicatory approval or determination in connection with a development project.

“Related owner” means a person or entity, including, but not limited to, partnerships, limited partnerships, and corporations, that has any of the following relationships with an owner: (1) they share the majority of members of their governing boards; (2) they share two or more officers; (3) they are owned or controlled by the same majority shareholder(s) or general partner(s); (4) they are in a parent-subsidiary relationship; or (5) the person is a sibling, offspring or parent of an individual owner. For purposes of this section, a controlling interest means 50% or more of the voting power of a corporation, and a parent-subsidiary relationship exists when one corporation owns, directly or indirectly, 50% or more of the voting power of another corporation. For purposes of this section, a person and any general partnership in which the person is a general partner, or a person and any corporation in which the person owns a controlling interest, shall be treated as one and the same.

“Residential projects” means the entirety of a residential development with market rate units in a development project subject to the requirement to provide an inclusionary housing component as specified in this chapter.

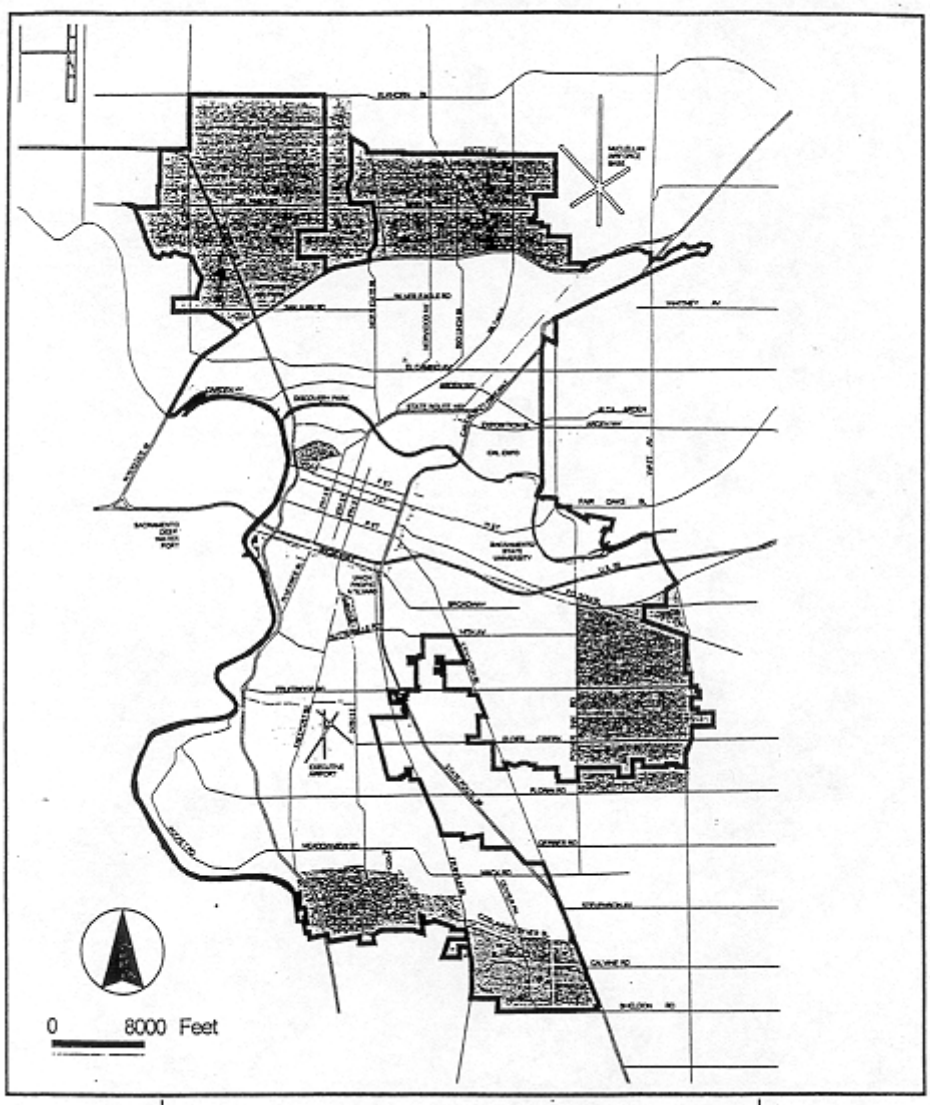
“SHRA” means the Sacramento Housing and Redevelopment Agency, a joint powers agency, and its city constituent entities, the Housing Authority of the City of Sacramento and the Redevelopment Agency of the City of Sacramento.

“Single-unit dwelling” means planned, approved or built-on land planned or zoned solely for a permitted residential density of one unit per parcel. Where such a planning or zoning single-unit dwelling designation also allows by right or as a conditional use duplexes, secondary dwelling units, or similar uses, the designation is nonetheless considered single-unit dwellings for purposes of the inclusionary housing component and the other provisions of this chapter.

“Very low income household” means a household whose income does not exceed 50% of the median income, adjusted for household size, applicable to Sacramento County, as published and periodically updated by the United States Department of Housing and Urban Development pursuant to Section 8 of the United States Housing Act of 1937.

“Zoning code” means title 17 of this code as it may be amended from time to time.

Attachment A
MAP 10-1



AREAS SUBJECT TO MIXED INCOME HOUSING POLICY

(Ord. 2013-0020 § 1; Ord. 2013-0007 § 1)

17.712.030 Standard inclusionary housing component.

A. Inclusionary housing component required. All development projects not exempt under section 17.712.070 shall include or provide for an inclusionary housing component as set forth in this chapter.

B. Number and affordability of inclusionary units.

1. Not less than 15% of the development project's residential units shall be inclusionary units developed for, offered to, and leased or sold at an affordable rent or housing price to very low and low income households as follows: 10% of the dwelling units shall be affordable to and occupied by very low income households and 5% of the dwelling units shall be affordable to and occupied by low income households.

2. Notwithstanding the provisions of paragraph 1 of this subsection, the inclusionary housing component for exclusively single-unit dwelling development projects that are five gross acres or less in size, if met on site, may consist of for-sale inclusionary units developed for, offered for sale to, and sold at an affordable housing price to low income households as follows: 15% of the development project's residential units shall be affordable to and occupied by low income households.

C. Location of inclusionary units. Except as provided in section 17.712.060, inclusionary units shall be built on the site of the development project.

D. Timing of development. The inclusionary housing plan and inclusionary housing agreement shall include a phasing plan which provides for the timely development of the inclusionary units as the residential project is built out. The phasing plan shall provide for development of the inclusionary units concurrently with the market rate units, unless the phasing schedule approved in the inclusionary housing plan under section 17.712.110 provides otherwise.

E. Unit size. The inclusionary housing component shall accommodate diverse family sizes by including units with different numbers of bedrooms, as determined by the planning director, upon recommendation by the SHRA director.

F. Exterior appearance. Inclusionary units shall be visually compatible with the market rate units. External building materials and finishes shall be of the same type and quality for inclusionary units as for market rate units. Interior materials and finishes may vary pursuant to section 17.712.040.C.

G. Development standards. Except as provided in the inclusionary housing agreement pursuant to sections 17.712.040 and 17.712.110, inclusionary units shall comply with all applicable development standards. (Ord. 2013-0020 § 1; Ord. 2013-0007 § 1)

17.712.040 Incentives, assistance, and subsidies.

The developer of a development project with an inclusionary housing component required by this chapter may request that the city or SHRA provide inclusionary incentives as set forth in this section. The goal of these inclusionary incentives is to apply available incentives to qualifying projects in a manner that, to the extent feasible, offsets the cost of providing the inclusionary housing component. The planning director shall respond to that request at the time and in the

manner specified in this section, and shall make a determination as to a package of inclusionary incentives for the inclusionary units as provided in this section.

A. Fee waivers or deferrals. Upon application as provided herein, the city shall make available to a residential project developer a program of waiver, reduction or deferral of development fees, administrative and financing fees for inclusionary units. Such a program may include application, on behalf of a developer, to the California Housing Finance Agency to obtain school facility fee reimbursements for eligible projects and credit such funds to offset school fees paid by the project; and application to the county of Sacramento residential impact fee waiver and deferral program for waiver and/or deferral of regional sanitation impact fees.

B. Modification of planning and public works development standards. Upon application as provided herein, the city may modify for inclusionary units, to the extent feasible in light of the uses, design, and infrastructure needs of the development project as determined by the planning director, the zoning administrator, or planning and design commission, as applicable under the city zoning code: (1) applicable public works development standards contained in titles 12 and 16 of the city code, such as alternative standards relating to road widths, curbs and gutters, and parking; and (2) applicable planning standards contained elsewhere in this title such as minimum lot size, alternative housing types, and other minor deviations from development standards, lot coverage, locational and other requirements for approval of duplexes, halfplexes, and patio homes.

C. Interior finish reductions. Upon application as provided herein, the city may, to the maximum extent appropriate in light of project design elements as determined by the planning director, allow builders to finish out the interior of inclusionary units with less expensive finishes and appliances.

D. Streamlining and priority processing. The planning director may issue conditional use permits for residential projects that include an inclusionary housing component. The city shall develop further procedures for streamlining and priority processing which relieve inclusionary units of permit processing requirements to the maximum extent feasible consistent with the public health, safety and welfare.

E. Density bonus. The city shall make available to the residential project a density bonus as provided in state density bonus law, including Government Code section 65915, as it may be implemented hereinafter in city ordinance; provided, however, that the affordability requirements to qualify for a density bonus shall be those stated in sections 17.712.030.B.1 and 2 and the other provisions of this chapter. Dwelling units produced as part of such a density bonus shall not be subject to the inclusionary housing component requirement under this chapter.

F. Local public funding. The developer of the inclusionary component may apply to the SHRA for local public funding to assist in the financing and development of the inclusionary housing component. The application shall contain planning and financial information necessary to evaluate the eligibility and suitability of the project for local public funding and shall include timetables or proposals for external subsidy. Local public funding may serve to facilitate state allocation of tax credits, mortgage revenue bond funds, or state or federal assistance to the project (“external subsidy”); provided that the provision of such local

public funding requires that the developer diligently pursue such external subsidy and is not intended to substitute for such external subsidy. (Ord. 2013-0020 § 1; Ord. 2013-0007 § 1)

17.712.050 Construction of the inclusionary housing component to avoid overconcentration.

A. The following principles shall apply to the development of the inclusionary housing component whether on-site or off-site:

1. The inclusionary housing plan shall provide for the dispersal of buildings containing inclusionary units to the maximum extent feasible;

2. Multi-unit dwelling buildings may contain any proportion of inclusionary units. However, no multi-unit dwelling development consisting of more than 50% inclusionary units may be located adjacent to another multi-unit dwelling development with more than 50% inclusionary units, or adjacent to an affordable housing development.

B. For purposes of this section, an affordable housing development means a building containing more than eight units, or a cluster of such buildings under one ownership, consisting of more than 50% assisted units for low and very low income households receiving local public funding. When considering a request to amend an approved inclusionary housing plan under section 17.712.110.B.3 the decision maker may allow for variation from these principles, but only to the extent necessary, if an alternative configuration of inclusionary units is required by funding or financing considerations associated with the development of the inclusionary units or by the applicable residential land use designations within and adjacent to the residential project. (Ord. 2013-0020 § 1; Ord. 2013-0007 § 1)

17.712.060 Alternatives to the standard inclusionary housing component—Land dedication and off-site inclusionary housing.

A. Off-site inclusionary units. The inclusionary housing obligation of an exclusively single-unit dwelling project may be satisfied in whole or part by development of inclusionary units on another site located within the same new growth area and within the same community plan area as the exclusively single-family project.

1. Site suitability. The land proposed for off-site development must be suitable from the perspectives of size, configuration, physical characteristics, physical and environmental constraints, access, location, adjacent use, and other relevant planning criteria.

2. Number of inclusionary units credited. The number of inclusionary units credited to the exclusively single-unit dwelling project will consist of the number of inclusionary units that can, with a reasonable degree of certainty, be developed on the off-site land, given: (a) the mix of inclusionary unit sizes and type of structure in the inclusionary housing plan; (b) densities permitted by applicable planning and zoning designations; and (c) site, infrastructure, environmental and other physical and planning constraints. In no event may the number of inclusionary units credited to the exclusively single-unit dwelling project for the off-site development exceed the exclusively single-unit dwelling project's total inclusionary obligation. In no event may

the off-site inclusionary units credited to any exclusively single-unit dwelling project be transferred to any other project or person.

3. The land selected for off-site inclusionary housing development shall be subject to the requirements of this chapter for its own inclusionary housing obligation unless exempt under section 17.712.070.

4. Participation by multiple developers. Two or more developers with an inclusionary housing obligation may request to participate in the same off-site development if the following conditions are met: (a) all the residential projects are in the same new growth area, and (b) each inclusionary housing unit may only be credited to one exclusively single-unit dwelling project.

5. Timing of development. Legislative entitlements and/or project-specific approvals for both the exclusively single-unit dwelling project and the inclusionary units on off-site land shall proceed concurrently, unless the phasing schedule in the approved inclusionary housing plan provides otherwise.

6. Implementation. As early as possible in the regulatory process, and in no case later than the negotiation of the inclusionary housing agreement as provided in section 17.712.110, the developer of the exclusively single-unit dwelling project must demonstrate ownership of the off-site location, or adequate control of the use of the off-site location through joint ownership, joint venture or contractual commitment with a third party to purchase the site and provide the inclusionary units. If necessary to ensure that inclusionary housing units are developed contemporaneously with the market rate units, the inclusionary housing plan may require the demonstration of off-site control to occur concurrently with the approval of the first legislative entitlement, or at any time thereafter.

B. Land dedication. The developer of any development project subject to this chapter may dedicate a portion of the land within the residential development site to SHRA at no cost to fulfill all or a portion of the inclusionary housing obligation for the development project. The developer of an exclusively single-unit dwelling project may dedicate land outside of its development project, but within the same new growth area and the same community plan area as the development project, to SHRA, at no cost, to fulfill all or a portion of the inclusionary housing obligation of the exclusively single-unit dwelling project.

1. Site suitability. The land proposed for dedication must be suitable from the perspectives of size, configuration, physical characteristics, physical and environmental constraints, access, location, adjacent use, and other relevant planning criteria. In addition, the land proposed for dedication must have characteristics consistent with affordable housing financing program criteria and be deemed qualified for financing under these programs by SHRA.

2. Number of inclusionary units credited. The number of inclusionary units credited to the residential development project will consist of the number of inclusionary units which can, with a reasonable degree of certainty, be developed on the dedicated land, given: (a) the mix of inclusionary unit sizes and type of structure in the inclusionary housing plan; (b) densities permitted by applicable planning and zoning designations; and (c) site, infrastructure, environmental and other physical and planning constraints. In no event may the number of inclusionary units credited to the residential project for

the land dedication exceed the residential project's total inclusionary obligation. In no event may the inclusionary units credited to any residential project be transferred to any other project or person.

3. The land selected for off-site dedication shall be subject to this chapter for its own inclusionary housing obligation unless exempt under section 17.712.070. For purposes of this section, the number of inclusionary units attributable to the land proposed to be dedicated means 15% of the maximum allowable residential density of the land proposed to be dedicated.

4. Participation by multiple developers. Two or more developers with an inclusionary obligation may request to participate in the same off-site land dedication if the following conditions are met: (a) all the residential projects are in the same new growth area, and (b) each inclusionary housing unit may only be credited to one residential project.

5. Timing of development. The developer must identify the site proposed to be dedicated and the number of proposed units to be credited as part of the inclusionary housing plan required in section 17.712.110. Prior to the development project receiving legislative entitlements and/or project-specific approvals, the dedicated land shall be properly zoned and adequately served with necessary infrastructure, unless the phasing schedule in the inclusionary housing plan provides otherwise. As early as possible in the regulatory process, and in no case later than the negotiation of the inclusionary housing agreement as provided in section 17.712.110, the developer of the residential project must provide an irrevocable offer of dedication for the site to SHRA at no cost. If necessary to ensure that inclusionary housing units are developed contemporaneously with the market rate units, the housing plan may require the offer of dedication to be tendered concurrently with the approval of the first legislative entitlement, or any time thereafter. Upon acceptance of the offer of dedication, SHRA shall ensure the site is developed in a manner that will result, at a minimum, in the production of: (a) the number of inclusionary units credited to the site(s); and (b) the additional number of inclusionary units necessary to ensure that there is no net loss of inclusionary units caused by the development of the dedicated site as an affordable housing development while reducing or eliminating the requirement to construct inclusionary units on the site of the development project.

C. Approval of housing plans containing land dedication or off-site inclusionary housing.

1. Review and recommendation of the planning director. The planning director shall review the proposed inclusionary housing plan containing land dedication or off-site inclusionary housing and in so doing shall consult with the executive director of the SHRA. The planning director shall recommend approval, modification, or denial of the proposed inclusionary housing plan to the city council or planning and design commission, as provided in this section.

2. Standard for approval. An inclusionary housing plan containing land dedication or off-site inclusionary housing may be approved only if it provides a more cost-efficient solution when considering the amount of public subsidy to the inclusionary housing component than the standard approach set forth in section 17.712.030, or if the location of off-site development or land dedication would be superior to on-site

development from the perspective of access to transportation or other applicable residential planning criteria.

3. Approval by the city council. For development projects that require legislative entitlements, the inclusionary housing plan containing land dedication or off-site inclusionary housing shall be reviewed and approved in the same manner as the legislative entitlements. If the inclusionary housing plan containing land dedication or off-site inclusionary housing is approved, the relevant elements of the inclusionary housing plan shall be included in the applicable legislative approvals for both the residential development generating the requirement for the inclusionary housing component and, if applicable, the dedicated site or off-site development project where all or part of that requirement shall be met.

4. Approval by the planning and design commission. For projects that require only non-legislative, adjudicatory entitlements, the inclusionary housing plan containing land dedication or off-site inclusionary housing shall be subject to planning and design commission approval. If the inclusionary housing plan containing land dedication or off-site inclusionary housing is approved, the relevant elements of the inclusionary housing plan shall be included in the applicable non-legislative adjudicatory approvals, for both the residential development generating the requirement for the inclusionary housing component and, if applicable, the dedicated site or off-site development project where all or part of that requirement shall be met. (Ord. 2013-0020 § 1; Ord. 2013-0007 § 1)

17.712.065 Alternative to the standard inclusionary housing component—Residential condominium projects.

A. Conditional use permit required. The inclusionary housing obligation of a multi-unit dwelling condominium development project that is 200 units or less in size may be satisfied under this section upon approval of a planning and design commission conditional use permit under section 17.808.200. For purposes of this section, a multi-unit dwelling condominium development project means a multi-unit dwelling development project characterized by individual ownership of each dwelling unit and joint or common ownership of the common areas. Multi-unit dwelling condominium development does not include single-unit dwelling residential projects as defined in section 17.712.020.

B. Requirements. The inclusionary housing component approved under this section shall consist of on-site, for-sale inclusionary units developed for, offered for sale to, and sold at an affordable housing price to very low and low-income households as follows: 5% of the dwelling units shall be affordable to and occupied by very low-income households and 10% of the dwelling units shall be affordable to and occupied by low-income households.

C. Approval of housing plan for residential condominium projects—Required findings for conditional use permit.

1. Review and recommendation of the planning director. The planning director shall review the inclusionary housing plan proposed under this section and in so doing shall consult with the executive director of the SHRA. The planning director shall recommend approval, modification or denial of the proposed inclusionary housing plan to the city council or planning and design commission, as provided below.

2. Standard for approval and findings. In approving a conditional use permit for an inclusionary housing plan under this section, and in addition to the findings required by section 17.808.200, the decision-maker shall find the following:

a. That the proposed inclusionary housing plan is consistent with the requirements of this section;

b. That the proposed inclusionary housing plan is consistent with and in furtherance of the mixed-income housing policies of the housing element of the city's general plan; and

c. That the proposed inclusionary housing plan provides a more cost-efficient solution when considering the amount of public subsidy to the inclusionary housing component than the standard approach set forth in section 17.712.030.

3. Approval by the city council. For development projects that require legislative entitlements, the conditional use permit and inclusionary housing plan proposed under this section shall be reviewed and approved in the same manner as the legislative entitlements. If the inclusionary housing plan is approved, the relevant elements of the inclusionary housing plan shall be included in the conditional use permit and legislative approvals.

4. Approval by the planning and design commission. For projects that require only non-legislative, adjudicatory entitlements, the conditional use permit and inclusionary housing plan proposed under this section shall be subject to planning and design commission approval. If the inclusionary housing plan is approved, the relevant elements of the inclusionary housing plan shall be included in the conditional use permit and applicable non-legislative adjudicatory approvals. (Ord. 2013-0020 § 1; Ord. 2013-0007 § 1)

17.712.070 Exempted residential development.

The following development projects are exempt from this chapter and generate no obligation to provide an inclusionary housing component:

A. Development projects proposed to contain nine or fewer dwellings at one location;

B. Development projects outside of a new growth area;

C. Rehabilitation of existing residential dwellings;

D. Units produced as a density bonus;

E. Residential projects made up entirely of mobile homes as defined in chapter 17.108;

F. Any residential project in the North Natomas community plan area which is the subject of a development agreement executed on or before June 20, 2000, unless subsequent to June 20, 2000 the residential project requires the approval of one or more legislative entitlements or amendments to legislative entitlements which are major rather than minor, in which case the residential project shall not be exempt from inclusion of the inclusionary housing component or from the other provisions of this chapter;

G. Residential projects in the North Natomas community plan area which had an approved development agreement on or before June 20, 2000 and which contemplated a particular type of development, as described in Exhibit B to its respective development agreement, shall be exempt from inclusion of the inclusionary housing component or the other provisions of this chapter even though one or more legislative entitlements are required; provided that the legislative entitlements or amendments to legislative entitlements are consistent with and necessary to develop the residential project described in Exhibit B. If legislative entitlements or amendments to legislative entitlements are required to develop a project different from the residential project described in Exhibit B, the revised residential project shall be subject to the requirement to provide the inclusionary housing component and the other the provisions of this chapter unless the legislative entitlements or amendments to legislative entitlement are minor;

H. Any residential project in the North Natomas community plan area which does not have a development agreement as of June 20, 2000, but which is the subject of a formal application on which the planning and design commission took final action on or before June 20, 2000, regardless of whether the planning and design commission's action was thereafter appealed; provided that the city council thereafter approves the project in substantially the same form as approved by the planning and design commission. If the city council denies the application as approved on or before June 20, 2000 by the planning and design commission, the development project shall comply with this chapter. If the city council approves the application but modifies the project in any substantial manner from the project approved by the planning and design commission, the project shall comply with the provisions of this chapter to the extent required by the council at the time of approval of the project. If changes in the residential project are proposed subsequent to the council's approval of the pending application, and the proposed changes require the approval of one or more legislative entitlements or amendments which are major rather than minor, the revised residential project shall be subject to the inclusionary housing component requirement and the other provisions of this chapter;

I. Any residential project for development of single-unit dwellings on subdivision lots created pursuant to a final map recorded on or before June 20, 2000 where the only remaining discretionary entitlements required to develop the project are one or more of the following nonlegislative entitlements: conditional use permit, variance, or site plan and design review. (Ord. 2013-0020 § 1; Ord. 2013-0007 § 1)

17.712.080 Duration of affordability for rental inclusionary units.

A. Rental inclusionary units shall remain affordable for a period of no less than 30 years from the recordation of the inclusionary housing agreement.

B. For-sale inclusionary units shall remain affordable for a period of not less than 30 years from the date of recordation of the inclusionary housing agreement and from the date of any resale to an income-eligible buyer made at a time the inclusionary unit is subject to affordability restrictions under this chapter. (Ord. 2013-0020 § 1; Ord. 2013-0007 § 1)

17.712.090 Affordability and resale of for-sale units.

A. Affordability. The owner of a development project subject to an inclusionary housing agreement shall sell the inclusionary housing units to income-eligible initial owners at an affordable price. The initial sale and any subsequent sale to an income-eligible purchaser shall be subject to the recordation by SHRA of legal documents to enforce the affordability, resale, and recapture requirements described in this section for a period of not less than 30 years. Legal documents may include an interest-bearing note, a deed of trust, and a regulatory agreement or other affordability covenant. To the extent possible, affordability and resale requirements shall be designed to be compatible with conventional mortgage financing programs, including secondary market requirements.

B. Resale procedure.

1. If the initial owner or any subsequent owner of a for-sale inclusionary unit intends to sell the unit at a time that the unit is subject to affordability restrictions, the owner shall notify SHRA in writing of the intent to sell, prior to initiating discussions with a real estate professional or taking any other steps to market the unit. Upon receipt of the notice from the owner, SHRA, or its assignee, shall have 120 days to either: (a) identify, qualify as income eligible, and refer to the seller an income-eligible buyer; or (b) give notice to the seller that SHRA, or its assignee, will acquire the unit. If SHRA, or its assignee, gives notice of intent to acquire the unit, it shall complete the transaction to purchase the property within 30 days from the date it provides the notice of intent.

2. If the owner receives either a referral of an income-eligible buyer or a notice of intent to acquire from SHRA, or its assignee, the owner shall sell the unit to the referred buyer or to SHRA, or its assignee, at the resale price established by SHRA as provided in subsection C of this section.

3. If, within the timeframes specified, SHRA, or its assignee: (a) does not refer an income-eligible buyer to owner; and (b) does not give notice of intent to acquire or does not complete the purchase of the unit, the inclusionary unit may be sold to a non-income eligible buyer. The sale to a non-income eligible buyer shall be subject to the recapture provisions of subsection C.2 of this section. Thereafter, affordability restrictions applicable to the unit shall terminate. SHRA shall apply all funds recaptured at resale to subsidize other inclusionary housing units.

C. Resale price. SHRA shall establish the resale price for inclusionary units as follows:

1. For income-eligible buyers, the resale price shall be based on the lesser of: (a) market value, as established by an appraiser approved by SHRA; or (b) the new affordable price as established by SHRA for the appropriate income level of the buyer. Should the resale price be less than the last affordable sales price, or should the resale price be insufficient to ensure that the seller receives his or her original investment in the unit as well as reasonable and customary closing costs, SHRA shall allow the resale price to be increased to cover these costs. SHRA may also allow a higher resale price for owners occupying the unit for a substantial period of time and making capital improvements to the unit.

2. For non-income eligible buyers, the resale price shall be based on the market value established by an appraisal approved by SHRA. The seller shall receive the amount of the resale price established by SHRA under subsection C.1 of this section. The remaining proceeds of the sale shall be paid to SHRA as recapture funds. (Ord. 2013-0020 § 1; Ord. 2013-0007 § 1)

17.712.100 Occupancy requirement.

A. Rental units. Any person who occupies a rental inclusionary unit shall occupy that unit as his or her principal residence.

B. For-sale units. An owner who purchases a for-sale inclusionary unit shall occupy that unit as his or her principal residence, and shall certify to the developer or seller of the unit that he or she is a first-time home buyer. (Ord. 2013-0020 § 1; Ord. 2013-0007 § 1)

17.712.110 Administration of the inclusionary housing component.

A. Proposed inclusionary housing plan. At the time of and as part of the application for the first legislative entitlement for a development project, or in the case of projects that do not require legislative entitlements, the first non-legislative adjudicatory entitlement, the developer of a development project shall present to the city a draft inclusionary housing plan which shall contain, at a level of detail appropriate to the entitlement, the number, unit mix, location, structure type, affordability, and phasing of inclusionary units. If land dedication or an off-site location is proposed, the draft plan shall include information necessary to establish site location, suitability, development constraints, and the number of inclusionary units credited.

B. Action on inclusionary housing plan.

1. Approval of inclusionary housing plan. The SHRA director shall review the proposed inclusionary housing plan and shall make recommendations to the planning director.

a. City council approval of inclusionary housing plan. For projects that require legislative entitlements, the inclusionary housing plan shall be noticed and heard by the city council in the same manner as the legislative entitlements.

b. Planning and design commission or zoning administrator approval of inclusionary housing plan. The inclusionary housing plan for development projects requiring only non-legislative, adjudicatory entitlements subject to planning and design commission or zoning administrator approval shall be noticed and heard in the same manner as the non-legislative, adjudicatory entitlements. The decision of the planning and design commission or zoning administrator approving or denying the inclusionary housing plan shall be subject to appeal to the city council pursuant to section 17.812.060. Notwithstanding any other provision of this code to the contrary, an appeal of the decision of the planning and design commission or zoning administrator on the housing plan for a project shall also constitute the appeal of the decision of the planning and design commission or zoning administrator on each adjudicatory entitlement

considered by the planning and design commission or zoning administrator for that project.

c. Planning director approval of inclusionary housing plan. The inclusionary housing plan for development projects requiring only staff-level adjudicatory entitlements shall be noticed and considered by the planning director in the same manner as a planning director's conditional use permit. The decision of the planning director approving or denying the inclusionary housing plan shall be subject to appeal to the planning and design commission pursuant to section 17.812.060. Notwithstanding section 17.812.060.A.2, the decision by the planning and design commission approving or denying the housing plan on appeal shall be subject to appeal to the city council pursuant to section 17.812.060. Notwithstanding any other provision of this code to the contrary, an appeal of the decision of the planning director or planning and design commission on the housing plan for a project shall also constitute the appeal of the decision of the planning director or planning and design commission on each adjudicatory entitlement considered by the planning director or planning and design commission for that project.

d. Notwithstanding paragraph 1.c of this subsection, inclusionary housing plans that include land dedication or off-site inclusionary housing shall be approved by the city council or planning and design commission in accordance with section 17.712.060.

2. Approval—When required. No entitlement for a development project shall be granted without an approved inclusionary housing plan. The elements of the inclusionary housing plan shall be incorporated into the terms and conditions of the applicable legislative entitlements and project-level approvals.

3. Amendment of inclusionary housing plan. An inclusionary housing plan may be amended as provided in this subsection prior or subsequent to the execution of the inclusionary housing agreement.

a. Findings required. Approval of an amendment to an inclusionary housing plan shall be subject to a finding that the amendment is necessary to facilitate the development, is consistent with the provisions of this chapter and will not inhibit the city's ability to enforce compliance with this chapter. If the amendment will change the phasing plan in such a way that the inclusionary units will not be developed concurrently with the market rate units, the amendment may be approved only if necessary to account for the different financing and funding environments, economies of scale, and infrastructure needs applicable to development of the market rate units.

b. Plans approved by the city council or planning and design commission. An amendment to an inclusionary housing plan that was originally approved by the council or planning and design commission, including all plans that contain land dedication or off-site inclusionary housing components, shall require hearing and approval by the planning and design commission in the same manner as a planning and design commission conditional use permit. In approving the

amendment, the planning and design commission shall make the findings stated in paragraph 3.a of this subsection.

c. Plans approved by the planning director. An amendment to an inclusionary housing plan that was originally approved by the planning director shall require hearing and approval by the planning director in the same manner as a planning director's conditional use permit. In approving the amendment, the planning director shall make the findings stated in paragraph 3.a of this subsection. The planning director may, at his or her discretion, elevate any request for amendment to the planning and design commission that would otherwise be heard by the planning director, and matters so elevated shall be treated in all respects as amendments subject to planning and design commission review in the first instance.

d. Minor amendments. Notwithstanding paragraphs 3.b and 3.c of this subsection, amendments to an inclusionary housing plan that are limited to modifications in total number and location of units and the unit size and mix necessary to reflect changes in the design of the underlying development project, including changes in unit size, on-site location and other similar changes, shall be approved by the planning director if the planning director finds that the amendment to the inclusionary housing plan conforms to the changes in the design of the development project. Approval of a minor amendment to an inclusionary housing plan by the planning director under this subsection shall not be subject to appeal.

e. Fee. The applicant for an amendment of an inclusionary housing plan shall pay a fee, as established by resolution of the city council, at the time the application is filed.

C. Inclusionary housing agreement.

1. Inclusionary housing agreements shall be prepared by SHRA.

2. Except as provided under paragraph 3 of this subsection, for development projects that require legislative entitlements, no project-level approval may be issued by the city without a recorded inclusionary housing agreement executed by the owner, the developer (if not owner) and the director of SHRA acting with the advice of the planning director.

3. A tentative subdivision map or tentative parcel map may be approved prior to execution or recordation of an inclusionary housing agreement if: (a) an inclusionary housing plan including a phasing plan has been approved; (b) the tentative subdivision map or tentative parcel map contains conditions that enforce the applicable phasing and other requirements of the housing plan; and (c) the legislative entitlements contain provisions that condition approval of conditional use permits, site plan and design review, or building permits on execution and recordation of and compliance with an inclusionary housing agreement.

4. Development projects that only require approval of one or more non-legislative, adjudicatory entitlements, including, but not limited to, a tentative subdivision or parcel map, conditional use permit, or site plan and design review shall include as a condition that no building permit, grading permit, final map, or other ministerial permit

necessary to develop the project shall issue unless and until an inclusionary housing agreement consistent with the requirements of this chapter has been executed and recorded, and the developer or owner has complied with the terms and conditions of that agreement.

5. Timing. For development projects that require legislative entitlements, the inclusionary housing agreement shall be negotiated concurrently with the processing of an application for the first project-level approval, except tentative subdivision maps and tentative parcel maps may issue prior to such negotiation pursuant to paragraph 3 of this subsection. For development projects that only require approval of one or more non-legislative, adjudicatory entitlements, the inclusionary housing agreement shall be negotiated prior to or concurrent with the processing of the first building permit for the project. At the request of the developer, and if developer makes the project development and financing details set forth in paragraphs 6 and 7 of this subsection available, the inclusionary housing agreement may be negotiated earlier in connection with the issuance of a legislative or non-legislative, adjudicatory entitlement.

6. Contents. The agreement shall be consistent with the inclusionary housing plan, and shall indicate ownership or rental project, the number and size of very low and low income units, the developer of the inclusionary units, the phasing and construction scheduling of the units, and any other information required by the SHRA relative to the inclusionary housing component. In the case of land dedication or off-site inclusionary housing, the agreement shall also contain the information required in section 17.712.060.

7. Information required from developer. The developer of the development project shall present to SHRA: (a) plans, schematics, and details of phasing of the residential project as a whole including the inclusionary housing component; (b) financial pro-forma for the inclusionary housing component with sufficient economic information to allow for evaluation of feasibility, financing and equity sources and requirements, and rates of return; (c) the name and address of the entity that will develop the inclusionary housing component if not developer; (d) in the case of land dedication, an executed irrevocable offer of dedication at no cost; (e) in the case of off-site location, the evidence of site control required in section 17.712.060; and (f) any other information reasonably required by SHRA in connection with the agreement.

8. If the SHRA or city fail to make available any of the inclusionary incentives agreed to in the inclusionary agreement, the residential project shall be relieved of the portion of the inclusionary obligation that represents the percentage of local public funding committed but not provided. If the local public funding component of the inclusionary incentives is delayed, SHRA may allow delay of the construction of some or all of the inclusionary units until the local public funding is available. Upon a decision by the city or SHRA that funding is not available for inclusionary units the planning director will initiate an amendment to the housing plan pursuant to subsection B.3 of this section.

9. Incorporation into project-level approvals and recordation. The developer obligations and the inclusionary incentives in the agreement shall be incorporated into the applicable project-level approvals. The executed agreement shall be recorded as

a covenant running with the land against the real property of the residential project and, in the case of off-site inclusionary units, against the real property on which such units are to be located.

D. Administration of affordability for inclusionary housing. The owner of rental inclusionary units shall be responsible for certifying the income of tenants to the SHRA at the time of initial rental and annually thereafter and that the unit is being rented at an affordable price. The owner of a for-sale inclusionary unit shall certify to the SHRA the income of the initial purchaser and shall certify to the SHRA that the initial purchaser is a first-time home buyer and that the unit is being sold at an affordable price. The owner of rental inclusionary units shall apply the same rental terms and conditions (except rent levels, deposits and income requirements) to tenants of inclusionary units as are applied to all other tenants, except as otherwise required to comply with government subsidy programs. Discrimination based on subsidies received by the prospective tenant is prohibited. The city and SHRA shall keep confidential the personal identifying information of the household members occupying an inclusionary unit. (Ord. 2013-0020 § 1; Ord. 2013-0007 § 1)

17.712.115 Guidelines.

A. The SHRA multifamily development financing guidelines and the SHRA single-family ownership financing guidelines shall apply to inclusionary housing developed under this chapter.

B. The executive director of SHRA and the planning director, individually or jointly, may adopt guidelines consistent with the terms contained in this chapter, as each may determine to be necessary or convenient for the implementation and administration of this chapter, which guidelines shall become effective upon approval by resolution of the housing authority of the city of Sacramento. The executive director and the planning director, individually or jointly, may adopt administrative procedures to implement the regulations adopted by housing authority resolution. (Ord. 2013-0020 § 1; Ord. 2013-0007 § 1)

17.712.120 Administrative fees.

The city council may by resolution establish reasonable fees and deposits for the administration of this chapter. (Ord. 2013-0020 § 1; Ord. 2013-0007 § 1)

17.712.130 Taking determination.

Commencing upon execution of the inclusionary housing agreement and within 15 days thereafter, a developer may request a determination that the requirements of this chapter, taken together with the inclusionary incentives, as applied to the residential project through the inclusionary housing agreement, would legally constitute a taking of property of the residential project without just compensation under the California or Federal Constitutions. If the developer and the SHRA have been unable to reach agreement on the terms of an inclusionary housing agreement, the applicable draft for purposes of the taking determination shall be the final draft proposed by the SHRA which the developer may execute under protest without recordation. The

developer has the burden of providing economic information and other evidence necessary to establish that application of the provisions of the inclusionary housing agreement to the residential project would constitute a taking of the property of the proposed residential project without just compensation. The SHRA director shall perform an independent evaluation, and make a recommendation to the planning director. The planning director shall make the determination, which may be appealed in the same manner as planning director decisions as provided in chapter 17.812 of this code; provided, however, that the decision of the planning director shall be subject to appeal to the city council. In making the taking recommendation or determination, the decision maker shall assume each of the following: (1) incorporation of the inclusionary housing component in the residential project; (2) application of the inclusionary incentives; (3) incorporation into the residential project of the most cost-efficient product type for the inclusionary units; and (4) external funding where reasonably likely to occur. If it is determined that the application of the provisions of this chapter through the inclusionary housing agreement would be a taking, the inclusionary housing plan and the inclusionary housing agreement shall be modified to reduce the obligations in the inclusionary housing component to the extent and only to the extent necessary to avoid a taking. If it is determined no taking would occur through application of the inclusionary housing agreement to the residential project, the requirements of this chapter remain applicable, and no project-level approval shall be issued unless the developer has executed and recorded the inclusionary housing agreement as proposed by the SHRA. (Ord. 2013-0020 § 1; Ord. 2013-0007 § 1)

17.712.140 Enforcement and penalties.

A. No legislative entitlement or, in the case of projects that do not require legislative entitlements, no non-legislative entitlement for any development project subject to this chapter shall be issued or valid without an inclusionary housing plan as required by this chapter.

B. No project-level approval shall issue for any development project subject to this chapter unless an inclusionary housing agreement has been executed and recorded, except tentative subdivision maps and tentative parcel maps may issue prior to such recordation pursuant to section 17.712.110.C, and no building permit or certificate of occupancy shall be issued until the inclusionary housing agreement has been recorded as required by this chapter.

C. The city may bring such civil and criminal enforcement actions as are provided for in the city code. (Ord. 2013-0020 § 1; Ord. 2013-0007 § 1)

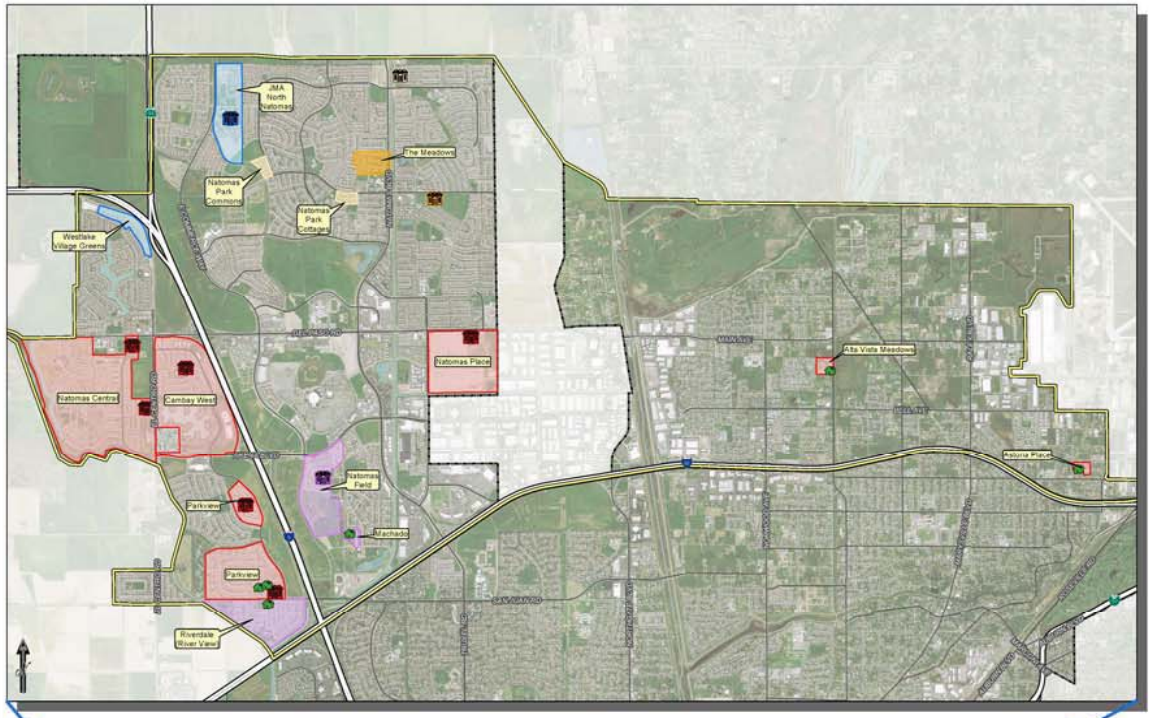
Breakdown of Units Produced from Ordinance by Type and Affordability

Inclusionary Housing Detail

		ELI	VLI	LI
Total Mixed Income		-	1032	473
14	Multifamily*		969	361
12	Single Family		63	112
11	Non Senior Multifamily		668	209
3	Senior Multifamily **		301	152

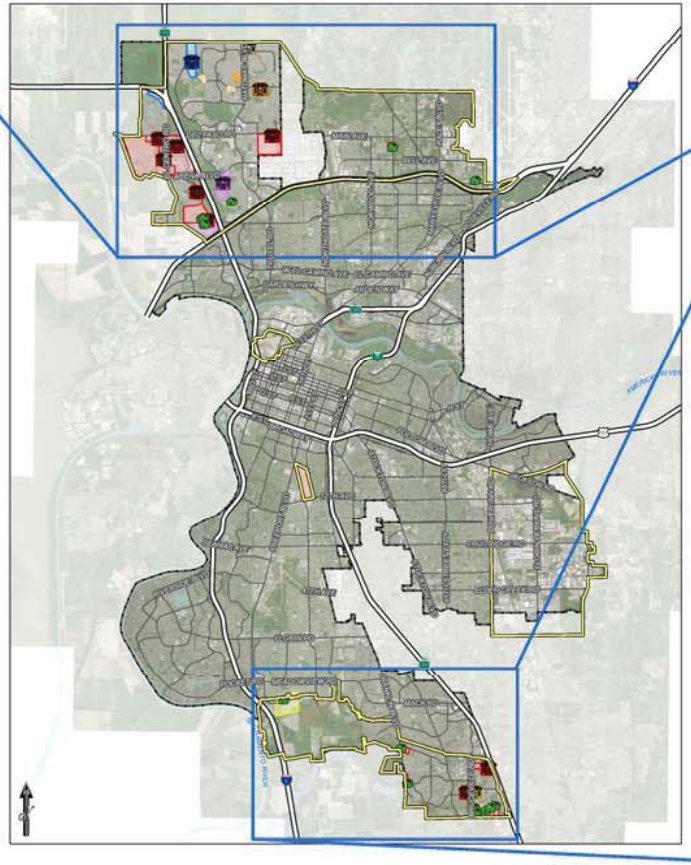
* Wolf Ranch Condos (24) and future Curtis Park (90)
** Includes future Curtis Park (90)

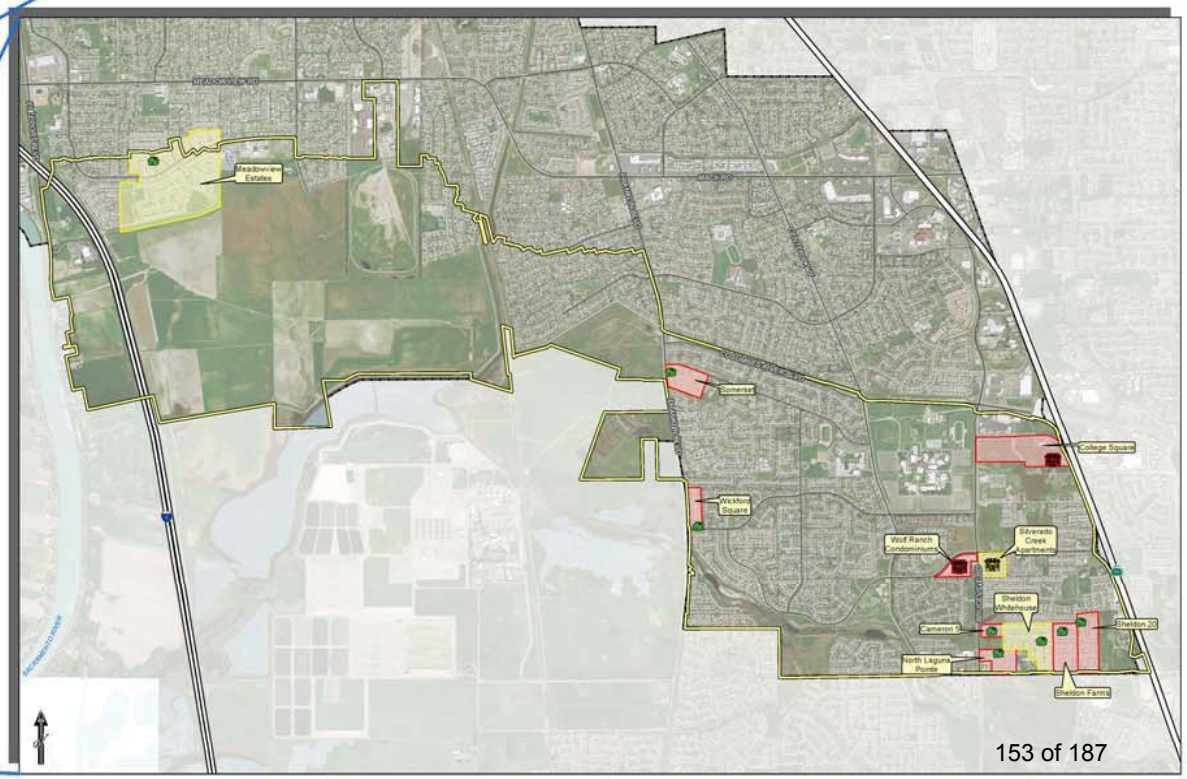
Mixed Income Housing Ordinance Production



Legend

- City Boundary
- Mixed Income Ordinance
- Water
- Subdivision
- Subdivision
- Subdivision
- Subdivision
- Subdivision
- Subdivision
- Highways
- Major Roads
- Single Family from a Single Subdivision
- Multi-Family from a Single Subdivision
- Westview Ranch Apartments
- Silverado Creek Apartments
- Northpointe Apartments
- Vintage at Natomas Field Apartments
- Natomas Park Apartments





Map Created: 12/04/13
Aerial Photography: 03/2011

Frequently Asked Questions

1. Why is the fee set at $2.58 a square foot?

Housing Element policy directs the City to maximize the use of all appropriate State, Federal, local and private funding for the development of affordable housing while "maintaining economic competitiveness in the region" (H-2.2.4). Sacramento County's affordable housing fee is $2.58 and is the highest per square foot fee in the region. Staff recommends we match that fee.

2. How is the fee justified?

The fee is based on a residential nexus analysis which demonstrates how new market rate housing creates a need for more workforce affordable housing. The nexus analysis can be found in Attachment 6.

3. Where will the money go? How will the money be used?

The money will go into the City's Housing Trust Fund, which is administered by SHRA. Since 1989, over $25,000,000 from the Housing Trust Fund has helped to leverage funding for 3,409 units in 48 affordable housing developments.

SHRA's Multifamily Lending Guidelines, adopted by the City Council, prioritize the use of locally controlled subsidies for affordable housing. The priorities are as follows:

1. Preservation of existing affordable housing units.

2. Recapitalization of existing affordable housing units.

3. Inclusionary housing.

4. Rehabilitation and new production.

4. What is the affordable housing need?

State Housing Element Law requires all cities and counties to plan for their fair share of the State's growth and affordable housing needs. The Regional Housing Needs Allocation (RHNA) for 2013-2021 requires the City to plan an adequate supply of land, zoning and infrastructure for 8,411 new low, very low and extremely low income households. However, the State does not require that the City ensure these units are built.

Given the limitation in federal and state funding for subsidized housing, the Housing Element anticipates that 1,820 homes for low, very low and extremely low households will be constructed by 2021. This estimate was based on existing resources when the

Housing Element was adopted. The fee revenue from the new Mixed Income Housing Ordinance would augment these resources.

5. How will the Mixed Income Housing Ordinance contribute towards the need?

This ordinance has never been designed to meet all the City's affordable housing needs. Since 2000 the Mixed Income Housing Ordinance has produced roughly a quarter of the City's affordable housing.

The $110 million in fee revenue anticipated to be generated from the ordinance over the next 20 years is expected to leverage 1,570 affordable homes. Without this local funding source, significantly less affordable housing in the City would be able to be built.

6. How much fee revenue is going to be generated?

Using SACOG's most recent draft MTP growth projections we anticipate the following fee revenue projections:

- **2015-2020:** $11,781,000
- **2015-2025:** $44,708,000
- **2015-2035:** $110,534,000

The fee projections assume the reduced rates for developments in Housing Incentive Zones and $0 fee rates for high density development from 2015-2035.

7. How many affordable housing units will the fee revenue pay for?

According to SHRA staff, the average publicly funded subsidy for new construction projects (with Mortgage Revenue Bonds/4% Tax Credits) within the County of Sacramento is currently $70,316 per unit. If $110,534,000 is generated from the new fee between 2015-2035, approximately 1,570 affordable homes could be leveraged with this critical local subsidy in combination with Federal and State resources.

8. How will this impact approved projects not currently subject to the ordinance?

Projects that are not currently subject to the ordinance that have already received approval of a tentative map or site plan and design review prior to adoption of the new Mixed Income Housing Ordinance will be exempt.

9. How many of these approved projects would be exempt?

It is estimated that 19 projects totaling 5,122 housing units would be exempt because they have approved entitlements. Examples of this projects include: The Creamery, The Mill (Northwest Land Park), McKinley Village, 700 K Street, and Township 9.

If these projects were not exempt, the total fee revenue that could be generated by these projects is estimated to be around $12,000,000. Many of these approved projects would not pay the fee under the proposed ordinance either because of their high density

or because they have more than 10% affordable housing units. It should be also noted that planning approvals typically expire after three years, unless time extensions are granted.

10. Why is the City exempting multi-unit dwellings that have applied for site plan and design review prior to the effective date of the ordinance?

The market for new multi-unit dwellings is more challenging than for new single family homes. According to industry forecasters, the rents outside of downtown Sacramento are not high enough to cover the cost to construct. In addition, there are a significant amount of single family homes being rented out.[1] The purpose of this exemption is to not discourage the two proposed multi-unit dwelling developments from moving forward with their entitlement application because of an unanticipated new fee.

11. When will high density projects start paying the fee?

In four years the City will evaluate market conditions for production of high density housing developments and determine whether addition of this fee is feasible.

12. Will the new ordinance address homelessness?

Not directly. Per the nexus study, fee revenue from new residential development must be used for workforce housing. However, if very low and low income households can find secure households they will be less likely to fall into homelessness.

13. What is the Housing Incentive Zone? Why are you charging $1.11 a square foot?

The Housing Incentive Zone encourages housing production in areas of the City where market-rate housing is already affordable. Average home sales in this zone (2013 and 2014) are less than or equal to $190,940, which is the maximum mortgage a low income family of four can afford. Adding the full fee cost to an already challenged housing market could constrain market-rate housing production in these areas of the City.

14. How does the new ordinance compare with other jurisdictions?

A table comparing other affordable housing ordinances and fees that are applied to new residential development can be found in Attachment 21

15. What is a Mixed Income Housing Strategy?

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[1] "Summary of Interviews with Industry Forecasters on Draft Projections through 2020," SACOG Strategic Planning Committee, January 14, 2015.

A Mixed Income Housing Strategy is a new planning entitlement required for developments over 100 acres that would be approved by the City Council. The strategy would need to show how the development will provide housing for a variety of incomes and family types. The developer would not be required to provide regulated affordable housing. Per the 2009 Palmer Decision, the City cannot require development to build regulated below-market rental housing units.

The ordinance would allow developers to propose, in a Mixed Income Housing Strategy, fee credits for land dedication, construction of affordable dwelling units, or other mechanisms that leads to the provision of affordable housing.

16. Can developments with approved inclusionary housing plans opt into the new ordinance?

Yes.

17. How many affordable housing units are required under the remaining approved inclusionary housing plans?

Inclusionary Housing Plans approved under the current ordinance identify approximately 3,300 housing units that would be affordable to low and very-low income households.

18. What else is the City going to do address the need? What can the City do to supplement the fee revenue collected from the Mixed Income Housing Ordinance?

As identified in the 2013-2021 Housing Element, the City and SHRA will be doing the following:

- Convene a working group made up of building industry and affordable housing experts to explore new funding sources for affordable housing. City staff shall make recommendations to the City Council based on insights from the working group meetings.
- Engage the Sacramento Area Council of Governments and other regional entities to develop a regional plan to pool local funding and staff capacity together in order to develop affordable, transit-oriented development in key locations in the region.
- Conduct a seminar with affordable housing developers to discuss priority sites as well as promote new development standards and programs that help facilitate affordable housing.
- Coordinate with the Sacramento Area Council of Governments, Sacramento County, SHRA and other agencies to develop funding sources and strategies to develop housing near transit.

- Aggressively pursue of Cap and Trade grants which can provide up to $15,000,000 a year in Transit Oriented Affordable Housing funding.
- Maximize federal funding utilizing the new “promise zone” designation.
- Apply for up to $60 million in federal grant funding to rehab and preserve our existing Public Housing portfolio.

These new initiatives are in addition to current programs that include:
- Developing permanent supportive housing to end chronic homelessness (427 units constructed to date)
- Preserving existing affordable housing units.
- Inspecting existing rental units to improve quality of housing.
- Rehabilitating blighted buildings and making them affordable.
- Creating affordable home ownership opportunities with downpayment assistance
- Providing grants for emergency repairs and accessibility modifications for low income and very low income residents.

19. What is the revenue lost from reducing fees in certain areas of the City? How would reducing the fee impact our ability to produce affordable housing?

Assuming the fee was to stay at $1.11 a square foot in the Housing Incentive Zone, the fee revenue difference from $2.58 to $1.11 a square foot from 2015-2020 would be $2,161,000.

Adding the full fee cost to an already challenged housing market could constrain market-rate housing production in these areas of the City. In reality, the reduced fee improves our ability to produce affordable housing because more homes would be built that would pay the fee.

20. Can language be included that states that when someone submits an application it locks in the fee?

If and when the City contemplates a one-time increase of the fee, beyond the automatic index, there will be considerations for pipeline projects similar to what has been contemplated for the proposed ordinance.

Outreach Summary for the Mixed Income Housing Ordinance Update

2013-2021 Housing Element Update

Meeting(s)	Dates
Natomas Planning Committee	September 25, 2012
Habitat, Mercy Housing, Housing Advocates	September 28, 2012
North State BIA Staff	October 5, 2013
Planning and Design Commission Workshop	November 15, 2012
North State BIA Staff	December 14, 2012
Sacramento Housing Alliance Staff	February 21, 2013
North State BIA Staff	February 25, 2013
Natomas Planning Committee	March 4, 2013
Community Workshop	March 13, 2013
Planning and Design Commission Workshop	March 14, 2013
Bill Heartman	May 10, 2013
North State BIA Staff	May 14, 2013
North State BIA Board	May 19, 0213
Disability Advisory Commission	March 21,2013
SHRA Commission	April 17, 2013
Adult and Aging Commission	April 24, 2013
Planning and Design Commission Workshop	May 23, 2013
SHRA Commission	May 29, 2013
Phil Angelides	June 11, 2013
North State BIA Board	June 18, 2013
Natomas Planning Committee	June 19, 2013
Sacramento Steps Forward	June 20, 2013
Downtown Partnership	June 27, 2013
Sacramento Housing Alliance Staff	July 16, 2013
Planning and Design Commission Workshop on Draft Housing Element	July 25, 2013
Planning and Design Commission Hearing to Approve	Aug. 15, 2013
Council Hearing to Approve	Sept 3, 2013
Planning and Design Commission Hearing to Adopt	Nov. 3, 2013
Council Hearing to Adopt	Dec. 17, 2013

Mixed Income Housing Ordinance Update

Meeting(s)	Dates
Technical Review Group Meeting	Dec. 11, 2013
Sacramento Area Congregation Together and Sacramento Housing Alliance.	Jan. 7, 2014
Technical Review Group Meeting	Jan. 15, 2014
Community Workshop – Lemon Hill at Mutual Housing	Jan. 23, 2014
Community Workshop – Hart Senior Center	Jan. 28, 2014
Community Workshop – South Natomas Center	Jan. 29, 2014
Community Workshop – Pannell Meadowview Center	Feb. 5, 2014
Scott Whyte, North State BIA	March 24, 2014
Mark Stivers, Senate Committee on Housing and Transportation	March 25, 2014
Greg Forest - Hefner, Stark & Marois	March 25, 2014
Chris Worden, Downtown Partnership and Kevin Greene, Chamber of Commerce	March 27, 2014
Sotiris Kolokotronis, Urban Capital Partners	April 9, 2014
Nick Avdis – Thomas Law Group	May 1, 2014
Phil Angelides, Aaron Sussman, Megan Norris - Riverview Capital Investments	May 8, 2014
Patti Kleinknect, River District	May 16, 2014
Jeanne LeDuc, Sacramento Housing and Redevelopment Commission	May 16, 2014
Darryl Rutherford, Sacramento Housing Allliance	May 19, 2014
Matt Keasling and Jim Wiley – Taylor and Wiley	May 20, 2014
Chris Worden (Downtown Partnership) and Ali Yousefi (CFY Development)	May 22, 2014
Scott Whyte, North State Building Industry Association	May 27, 2014
Natomas Park Planning Committee	June 11, 2014
Darryl Rutherford (Sacramento Housing Alliance) and Sotiris Kolokotronis (Urban Capital Partners)	July 7, 2014
Bill Heartman, Seris Regis Group	Aug. 7, 2014
Denton Kelly and Jay Heckenlively, LDK Ventures	Nov. 14, 2014
Charrette with Expanded Technical Review Group	Nov. 17, 2014
Emily Baime Michaels, Midtown Business Association	Jan. 15, 2015
Josh Wood, Sacramento Region Builders	March 18, 2015
Ryan Hooper, Offices of Gregory Thatch	March 18, 2015
Geoff Brown, USA Properties	March 23, 2015
Bill Heartman, Sares Regis Group	March 24, 2015
River District Board Meeting	April 8, 2015

Emilie Cameron, Sacramento Downtown Partnership	April 14, 2015
Sacramento Housing Alliance, Area Congregations Together (ACT), Alliance of Californians for Community Empowerment (ACCE)	April 22, 2015
Strategic Development Committee, Sacramento Downtown Partnership	April 23, 2015
Capital Area Development Authority Board	April 24, 2015
Midtown Business Association Board	April 29, 2015
Region Builders Board	May 7, 2015
North Natomas Community Coalition	May 13, 2015
Sacramento Housing and Redevelopment Commission	June 3, 2015
Planning and Design Commission Hearing	June 25, 2015
Sacramento Housing and Redevelopment Commission	August 5, 2015
Law and Legislation Committee Hearing	Aug. 11, 2015
City Council Hearing	Sept. 1, 2015

Input from Community Workshops

Community Workshop – Lemon Hill at Mutual Housing – 1/23/14

From Spanish/English speaking group:

- Retired and fast food workers are predominantly extremely low income
- Fees alone do not work for construction of housing. Elk Grove did not spend the fees that were collected for years. Now they are finally building housing.
- The current county requirement should be required citywide.
- Single parent families are in danger of becoming homeless without extremely low income housing.
- Self-help and Habitat for Humanity is very good.
- Affordable by design can be problematic because the housing is too small for families.

From Chinese/Vietnamese speaking group:

- Don't change anything about the ordinance.
- Best places for affordable housing is near bus routes and Asian stores.
- The housing should be located in walkable areas.

From Hmong speaking group:

- More low income families should participate and support the ordinance.
- More units should be affordable to very low and extremely low income households.
- 15-25% of new communities should have affordable housing.
- Housing should be located near hospitals, grocery stores and work places.
- More housing should have 3 to 6 bedrooms to support the large, multi-generational families.

Community Workshop – Hart Senior Center – 1/28/14

- Affordable housing should be mixed in w/new communities.
- The amount of homeless in midtown indicates a lack of affordable housing in the area.
- Extremely low income and very low income units need to be accessible.
- Inclusionary units need longer deed restrictions than 30 years.
- Skeptical that Affordable by design units will be sold/rented to low income.
    - Likely that moderate and above moderate income households, that have better credit will be able to live in those units.
- Do not relax the current requirements in New Growth Areas

- Partner with Habitat for Humanity and other sweat equity models. Allow land dedication for those organizations.
- Gentrification of infill areas is concerning.
- Have a higher fee in greenfield areas
- Avoid concentration of affordable housing in any one area.
- Do not charge fee for 2nd residential units. It will discourage something we want.

Community Workshop – South Natomas Center – 1/29/14

- $3 fee is too high
- How is the fee for duplexes and halfplexes charged?
- There has been success with duplexes and halfplexes in the Green Haven Pocket area.
- Cluster housing products in North Natomas have had parking problems.
- For-sale affordable housing that have gone into foreclosure are very difficult to purchase.
- For-sale affordable housing cannot be rented.
- The prevailing interest rate factors into the resale price of the for-sale affordable home because the payment affordability considers principle, interest, HOA dues, and other factors. This means that even if the value of the home goes up the interest rate can restrict equity.

Community Workshop – Pannell Meadowview Center – 2/5/14

- Fee is too low.
- Allow low income people to build their own housing - Habitat for Humanity/Self Help Housing
- The higher the fee, the more attractive the option to build housing.
- The phasing in of the fee is concerning. It would take too much time to build up the fee revenue.
- The fee revenue should be used to rehab boarded and vacant homes as well as apartment complexes. Those units should be guaranteed affordable to low income.

November 2014 Charrette

On November 17, 2014 the City hosted a charrette to educate the participants, encourage common understanding of the various perspectives, and to identify any points of general consensus, and any commonly expressed areas of improvement. The meeting went from 10 am to 5 pm beginning with guest presentations on the economics of development (Tim Youmans, Tim Youmans Consulting) and the state of affordable housing (Rich Gross, Enterprise Community). After lunch Greg Chew (Senior Planner, SACOG) facilitated a discussion on the current draft framework.

The Charrette participants are as follows:

Charrette Participant List	
Sacramento Housing Alliance	Cathy Creswell
Mercy Housing	Stephan Daues
USA Properties	Geoff Brown
Area Congregations Together (ACT)	Sally Smith
North State Building Industry Association	Scott Whyte
Downtown Sacramento Partnership	Chris Worden
Petrovich Development Company	Phil Harvey
SHRA Commission	Jayne Raab
Riverview Capital Investments	Megan Norris
North Natomas Community Coalition	Lynn Lenzi
Offices of Gregory Thatch	Ryan Hooper
California Senate Transportation & Housing Committee	Mark Stivers
Sacramento Housing Alliance	Darryl Rutherford
Capitol Area Development Authority (CADA)	Wendy Saunders
Sares Regis Group	Bill Heartman

The discussion sessions where broken up into three parts. After all input was received, the participants were given three stickers to indicate their support of a suggestion. Below is a summary of suggestions that received a minimum of three stickers.

Charrette Input Summary

Session #1: Apply the Mixed Income Housing Ordinance Citywide with a fee of $2.50 a square foot

- New growth areas should provide 15% affordable housing and infill areas should have a fee. ********** (11)

- Develop other city resources (boomerang funds, T.O. Tax, permit streamlining, fee deferrals) ********** (11)

- Index the fee based on the number of building permits******** (8)

- Phase in the fee.******(6)

- Reduced fee for infill areas. **** (4)

- Citywide fee at $2.50 per square foot. ****(4)

Session #2: Exempt projects that either do not create a need for new affordable housing, create affordable housing opportunities, preserve historic resources, or still have an unproven market.

- Exempt high density development (40 du/na). Reconsider after 5 years. **********(15)

- Exempt existing approved tentative map projects in infill areas.********* (9)

- Exempt entitled projects not already subject to the ordinance.***(3)

- Project with 10% affordable units can be exempt however: ****** (6)
    - Ownership units must be affordable to 80% of area median income.
    - Rental units most be affordable to 50% of area median income.

- Support exemptions for room additions; 2nd residential units; single unit owner/builder; and development agreements prior to 2000. ****(4)

Session #3: Require 100 acre developments to create affordable housing options (including land dedication and affordable-by-design) for low income families. Allow dedication of land to self-help/sweat equity housing developers.

- Large projects with existing inclusionary housing plans cannot opt-in to new ordinance. **********(21)

- Large projects with existing inclusionary housing plans can opt-in to the new ordinance.********** (18)

- Large projects should be able to pay a fee like all other projects.********** (16)

- Affordable-by-design minimum of 1,200 square feet is too small.*****(5)

May 4, 2015 Technical Review Group Meeting

Comments Received:

May 4th Technical Review Group Participant List	
Sacramento Housing Alliance	Cathy Creswell
Mercy Housing	Stephan Daues
USA Properties	Geoff Brown
Area Congregations Together (ACT)	Sally Smith
North State Building Industry Association	Katie Donahue
Downtown Sacramento Partnership	Emilie Cameron
Petrovich Development Company	Phil Harvey
SHRA Commission	Jayne Raab
Riverview Capital Investments	Megan Norris
North Natomas Resident	John Parrinello
Offices of Gregory Thatch	Ryan Hooper
California Senate Transportation & Housing Committee	Mark Stivers
Sacramento Housing Alliance	Darryl Rutherford
Capitol Area Development Authority (CADA)	Wendy Saunders
Planning and Design Commission	David Nybo
Sares Regis Group	Bill Heartman

- Darryl Rutherford: Recommended that the adaptive reuse exemption be moved into the $0 category that would be evaluated in 4 years.

  Staff response: This change has been made.

- Stephan Daues and Mark Stivers: Recommended that the four year evaluation should have some type of predictable metric (i.e. # of building permits). How do we determine what a healthy market is?

  Staff response: We are hesitant to commit to a specific metric. While there is value for being able to predict whether or not fees will be required for these projects, we do not want to be limited to a specific way of evaluating a healthy market. The City has yet to have a healthy housing market for urban infill development. It is difficult to determine what success looks like when we have yet to see it.

- Cathy Creswell: Recommended that there should be more of a policy vision for the Mixed Income Housing Strategy with specifics for creating mixed income communities.

  Staff response: The Housing Element, which is updated every eight years, contains the policy vision. The remaining four to five 100+ acres developments should be evaluated by the City Council on a case by case basis.

- Mark Stivers: Wanted to know why do single family homes at 20 du/na have a $0 fee rate? Are they more expensive? Land in central city is expensive but that can be negotiated in the purchase price.

  Staff response: Like high-density multi-unit development, single-unit development at 20 du/na must not only contend with expensive land, but must also deal with older infrastructure and site design challenges. This initial $0 fee rate incentivizes a housing type that is still establishing itself in the housing market.

- Geoff Brown: Stated that the maximum size limits will make the proposed affordable housing project for the Railyards not in line with the ordinance.
  - The separation requirement shouldn't apply to different populations (i.e. seniors and family)

  Staff response: The size limitations will not prevent the proposed affordable development in the Railyards from being developed. However the project would not be eligible for fee credits as proposed.

- Cathy Creswell: Recommended that a project getting fee credits should not receive a city subsidy.

  Staff response: This level of specificity can be addressed in the program guidelines that will be adopted by the City Council after the new Mixed Income Housing Ordinance is adopted.

- Stephan Daues: If a project is exempt because of approved entitlements and comes in for major changes is it still exempt?

  Staff response: The draft ordinance now has a provision that would permit staff and director-level changes to the project. Any changes that require commission approval would make the project no longer exempt from the ordinance.

Affordable Housing Programs in the Sacramento Region

Jurisdiction	Residential Program	Nonresidential Fee Program
City of Sacramento (Existing)	**Inclusionary Requirement:** Applies to new growth areas for projects of 10 or more units. Total of 15% • 5% low • 10% very low Land dedication is an option.	Office $2.36 sq ft Hotel $2.24 sq ft Research & Development $2.00 sq ft Commercial $1.88 sq ft Manufacturing $1.48 sq ft Warehouse/Office $0.86 sq ft Warehouse $0.64 sq ft Fee is indexed annually.
City of Sacramento (Proposed)	**Citywide fee of $2.58 per square foot, indexed annually.** • $0 fee for high density projects. • Reduced fee for project in area where market rate housing is already affordable. 100+ acre projects can receive credit toward fee for building affordable units, dedicating land or other mechanism.	Same as above.
County of Sacramento	**Countywide fee of $2.58 per square foot, indexed annually.** Projects can receive credit toward fee for building affordable units, dedicating land or other mechanism through development agreement.	Office $0.97 sq ft Hotel $0.92 sq ft R&D $0.82 sq ft Commercial $0.77 sq ft Manufacturing $0.61 sq ft Warehouse $0.26 sq ft
City of Citrus Heights	**None**	Office $0.97 sq ft Hotel $0.92 sq ft R&D $0.82 sq ft Commercial $0.77 sq ft Manufacturing $0.61 sq ft Warehouse $0.26 sq ft

City of Davis	**Inclusionary requirement:** Single family ownership (on lots more than 5,000 sq. ft.) • 25% moderate income Single family ownership (on lots less than 5,000 sq.ft.) • 15% moderate income Single family ownership (attached) • 10% moderate income Rental Housing Developments (20+ units) • 25% low income • 10% very low income Rental Housing Developments (5-19 units) • 15% low income • 10% very low income Land dedication is an option. In-lieu fee of $37,500 per unit.	**None**
City of Elk Grove	**Citywide Fee Program:** Single Unit Dwelling Units: $2,800 + 3% Administration Fee Multifamily Units - $1,680 + 3% Administration Fee Fee may be waived if developer agrees to donate land or provide deed restricted affordable units.	Office (no fee) Hotel $1.75 sq ft Commercial/Retail $0.59 sq ft Manufacturing $0.67 sq ft Warehouse $0.72 sq ft Fee is indexed annually

City of Folsom	**Inclusionary Requirement:** Total of 10% • 3% - very low • 7% - low Land dedication is an option. Fee Program: In-lieu fee calculated at 1.0% of the lowest priced for-sale unit in project. Custom lots at 0.5% of the least expensive homes. Other as proposed by the developer.	$1.50 sq ft for all non-residential development
City of Galt	**None**	**None**
City of Rancho Cordova	**Inclusionary Policy:** Negotiated project by project. Housing Element contains various options.	Office $0.97 sq ft Hotel $0.92 sq ft R&D $0.82 sq ft Commercial $0.77 sq ft Manufacturing $0.61 sq ft Warehouse $0.26 sq ft
El Dorado County	**No requirements on Developers – Incentive Programs Only**	**None**
Placer County	**Inclusionary Policy:** 10% of units affordable in Specific Plans or Projects with General Plan Amendments OR Pay an In-Lieu Fee (No pre-determined amount – set by Planning Director).	**None**

City of Roseville	**Inclusionary Policy:** Implements 10% affordable housing goal w/development agreements (applies to specific plans). • 4% - very low • 4% - low-income • 2% - moderate (In projects in specific plan areas created after October, 2003). Fee Program (Negotiated): For Very Low Income Units, could pay in-lieu fee - $60,000 per Affordable Unit.	**None**
Sutter County	**Inclusionary Requirement:** For Sale Projects: • 5% - low- and moderate-income Rental Projects: • 5% - very low- and low-income Land dedication is an option Fee Program: May pay an in-lieu fee to the Affordable Housing Trust fund. The amount shall be sufficient to provide for the development of the required affordable units.	**None**

City of West Sacramento	**Inclusionary Requirement:** For Sale Projects • 10% - low income Rental Projects • 5% - very low income • 5% - low-income Alternatives: • In-lieu fee of $5,640 • Acquisition rehabilitation • Preservation of at-risk units	**None**
City of Winters	**Inclusionary Requirement:** Total of 15% • 6% - very low income • 9% - low- or moderate income Land dedication allowed at City discretion Fee Program: At City discretion, may pay fee on small projects when City deems onsite construction or land dedication is infeasible.	**None**
City of Woodland	**Inclusionary Requirement:** For Sale Project • 10% - low-income Multi-Family Rental Project • 20% - very low • 10% - low- Or • 25% - very low Land dedication is an option. Fee Program: For detached for-sale projects fewer than 50 units, may pay an in-lieu fee to satisfy the affordable housing obligation.	**None**

Greg Sandlund

From: Gabby Trejo <gabby@sacact.org>
Sent: Friday, April 24, 2015 11:13 AM
To: Mayor of the City of Sacramento, Kevin Johnson
Cc: Angelique Ashby; Allen Warren; Jeff S. Harris; Steve Hansen; Jay Schenirer; Lawrence R. Carr; John F. Shirey; Greg Sandlund; Tom Pace; Cassandra Jennings
Subject: Sacramento ACT-Housing Letter

April 23, 2015

To: Mayor Kevin Johnson

City Council members:

Angelique Ashby, Mayor ProTem, District 1

Allen Warren, Vice Mayor, District 2

Jeff Harris, District 3

Steve Hansen, District 4

Jay Schenirer, District 5

Eric Guerra, District 6

Rick Jennings, District 7

Larry Carr, District 8

RE: Mixed Income Housing Ordinance

Dear Mayor Johnson and Members of the Sacramento City Council,

Along with other affordable housing advocates, Sacramento ACT leaders met on April 22 with Tom Pace, Principal Planner and Greg Sandlund, Associate Planner for the City. We sincerely appreciate the opportunity to provide additional feedback on the current draft of the City's Mixed Income Housing Ordinance *[April 6, 2015 version].*

As you know, Sacramento ACT leaders have been active participants every step of the way for the approval of our Housing Element and our affordable housing ordinance. We have been members of the stakeholder group providing input on the proposed ordinance. We will definitely be present at the hearing on the 19th of May.

The purpose of this letter is to ask you to strengthen the proposed Mixed Income Housing Ordinance. We challenge you to not to back away from the City of Sacramento's commitment to increase the local supply of affordable housing.

Our city, in partnership with Sacramento Steps Forward, is making remarkable strides toward identifying the needs of our homeless population and directing those individuals and families toward available housing and other needed services. We believe in that work, and we appreciate the commitment made by the City of Sacramento to provide financial support for those efforts, which we believe will contribute greatly to the overall health, well-being and vibrancy of our city. *This is the city we are proud of!*

Unfortunately, it will be an embarrassing moral contradiction if we do not do better in addressing the unconscionably low supply of affordable housing for homeless and extremely low income residents. Individuals who struggle to survive from day to day need more than *empty promises* from their elected officials and community leaders.

To the lives of low income workers who perform the vital service work in our city, this ordinance represents more than words on paper. Affordable housing in close proximity to employment helps people maintain their dignity, their employment and their safety, not to mention its contribution to air quality in our region.

We support the following:

- That the ordinance will apply citywide;
- That the in-lieu fee will be indexed to the construction price index;

- To remove the conversion of non-residential buildings to residential use from the list of exempt projects and to include adaptive reuse of nonresidential buildings in the category of projects which have a reduced fee;

- That the construction of large multi-unit affordable housing projects adjacent to other similar projects will not be allowed, as this would only exacerbate the problem of existing 'pockets of poverty' in our city;

- That the City will continue to utilize Sacramento Housing and Redevelopment Agency as the body tasked with the administration of the housing trust funds.

Here are a few of our concerns:

- An ordinance worthy of our city will generate significant funds to build affordable housing (we are disappointed that the latest revision of the ordinance is a further reduction in the housing unit fee to $2.58/sf from an already-unreasonably low $3.00, identified in the 6/17/13 draft. We think a rate of $3-4 per square foot is acceptable and will help generate needed funding for affordable housing.

- We do not support the proposed revision which would only require fees for projects of 100 acres or more. Just like you, we are fully aware that very few 100 acre developments remain in our city. From our standpoint, 50 acres is a much more reasonable threshold.

We ask the following:

- That upon approval, City staff be directed to come back to City Council at regular intervals (our preference would be every three years) with data and an analysis of how effectively this ordinance and its current provisions are addressing our affordable housing shortage, with the possibility of making needed revisions.

As leaders in Sacramento's active faith community, we look forward to continued work with city staff and our elected leaders to bring this discussion to a successful conclusion by passing a Mixed Income Housing Ordinance strong enough to generate a significant supply of new affordable housing and which makes sense in the context of the other positive steps currently underway to alleviate poverty in Sacramento.

Pastor Joy Johnson, Sacramento ACT President

Copies to:

John F. Shirey, City Manager

Tom Pace, Principal Planner

Greg Sandlund, Associate Planner

Gabby Trejo
Sacramento Area Congregations Together (ACT)
Cell:916-955-6264
gabby@sacact.org
www.sacact.org
www.piconetwork.org

Faith is taking the first step even when you don't see the whole staircase. ***-Martin Luther King, Jr.***

MIDTOWN
BUSINESS ASSOCIATION

919 20th Street
Sacramento, CA 95811

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916.442.1535
info@mbasac.com
exploremidtown.org

June 16, 2015

Sacramento Planning & Design Commission
City of Sacramento, Community Development Department
300 Richards Blvd. 3rd Floor
Sacramento, CA 95811

RE: Mixed Income Housing Ordinance Update

Dear Commissioners:

On behalf of our Board and the Midtown Business Association, I urge you to approve the staff recommendation to update the Mixed Income Housing Ordinance. At our April Board Meeting and May Executive Committee meeting, our Board expressed our endorsement of the updates proposed by City Staff based on the following.

(1) Based on our recent Affordable Housing Study, Midtown's housing developments with 15 units or more are more than 70% affordable;
(2) Based on Downtown Sacramento Partnership's recent studies, potential Central City residents want more housing of various types than what is currently available;
(3) We want to meet this need, and envision a Midtown rich with diverse residential opportunities including homeownership and rental opportunities for residents of various income levels;
(4) To achieve this diverse inventory, our dense Central City requires infill mixed use development, which is significantly more costly that greenfield development;
(5) These higher costs can allowing properties to sit vacant or not meet their full development potential which in turn brings blight and crime to our community;
(6) The updates proposed fit the Mayor's Housing Initiative, allow for urban development and bring our vision to life by providing both affordable and market rate housing, without unreasonably jeopardizing the fragile development environment in which we currently exist.

This is a critical time for the Central City. With signs of economic upturn, development and progress, this is your opportunity to support development policy that inspires housing for our community.

On behalf of the Midtown Business Association board of directors, we ask you approve the updated Ordinance and forward to City Council with the recommendation to adopt.

Sincerely,

Emily Baime Michaels
Executive Director

Cc: Council Member Steve Hansen, District 4
Greg Sandlund, Community Development Department

downtown
SACRAMENTO PARTNERSHIP

June 16, 2015

Sacramento Planning & Design Commission
City of Sacramento, Community Development Department
300 Richards Blvd. 3rd Floor
Sacramento, CA 95811

RE: SUPPORT – Mixed Income Housing Ordinance Updates

Dear Commissioners:

The Downtown Sacramento Partnership urges you to approve the staff recommendation to revise the Mixed Income Housing Ordinance. The updates you will consider come during a very important time for Sacramento. After a devastating economic downturn, our economic outlook is finally looking up.

Over the past decade, more than $1 billion in public and private investments have been made in downtown Sacramento. As a result, several prominent projects are underway and new proposals promise to transform our urban landscape. Yet, while Sacramento has seen a slow and steady recovery, the City's revival is still a work in progress.

One of the most contentious issues still facing our region is how to provide a variety of housing options for its residents. Earlier this year, Mayor Kevin Johnson emphasized his goal to bring 10,000 new housing units to the Central City over the next 10 years. Today's residents increasingly want housing close to jobs, shopping, dining and services; they want to live downtown. Yet, often the costs associated with building housing downtown make residential projects very challenging, or worse, infeasible.

Supporting policies that foster investment to develop housing downtown is a priority of the Downtown Partnership. We applaud planning staff for their outreach and accessibility while working on updates to the Mixed Income Housing Ordinance. Staff took time to develop a thoughtful compromise that is flexible, market sensitive and responsive to the challenges of sustainable development. These updates will create greater consistency among the City of Sacramento and surrounding jurisdiction's planning and policies adopted in recent years and, most importantly, encourage the development of more housing in Sacramento – of all types for all incomes.

Specifically, we support exempting the conversion of nonresidential buildings to residential use. Promoting infill development, rehabilitation, and reuse is a major goal identified in the City's General Plan. Projects like the Warehouse Artist Lofts (WAL), 16 Powerhouse, the future Ice Blocks and others are revitalizing once dormant properties and providing in-demand new residential options in downtown. However, comparatively high land costs and required infrastructure improvements compounded by additional surprise costs usually discovered during

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Sacramento, CA 95814

downtownsac.org

construction quickly make these projects very challenging. Maintaining an exemption for this type of development provides one less impediment for infill development.

Similarly, we also strongly support including a zero-fee rate for high-density multi-family and single-family projects. As outlined in the City's General Plan and Infill Strategy, high-density, multi-story development is a crucial part of Sacramento's Central City housing strategy. Unfortunately, this type of housing is also much more expensive to build. Setting the fee to zero will remove a hurdle and incentivize developers to build the diverse housing options desired by downtown residents and envisioned by the City.

Cities across the country are surpassing their downtown housing goals by offsetting cost barriers to urban development. In a time when Sacramento desperately needs an increased supply of housing, our City cannot afford to create costly new obstacles to development. This will only further exacerbate Sacramento's housing needs and impact our region's vitality.

On behalf of the Downtown Sacramento Partnership board of directors and business and property owners in the downtown core, we ask you approve the proposed updates to the Mixed Income Housing Ordinance and move them forward to City Council with a recommendation to adopt.

Sincerely,

Michael T. Ault
Executive Director
Downtown Sacramento Partnership

Cc: Council Member Steve Hansen, District 4
Greg Sandlund, Community Development Department

June 15, 2015

Dear Councilmembers and Commissioners,

Our *North Natomas Community Coalition* (NNCC) is a community group composed of residents from its namesake, North Natomas. The NNCC was created in response to unintended impacts caused largely by the City of Sacramento's 2000 Mixed Income Housing Ordinance for new growth areas. Between 2000 and 2010, housing development in the city, particularly in new growth areas, resulted in the addition of nearly 11,000 multifamily units in Sacramento. Approximately 5,200 of those were produced in North Natomas in the form of large apartment complexes. Most of the area's affordable/inclusionary dwelling units are concentrated in these complexes, which often lack convenient access to public transportation, services, and sustainable employment. As a result, Natomas development under the 2000 ordinance has generally not resulted in the idealized mixed-income communities envisioned 15+ years ago.

With those concerns in mind, we have reviewed Staff's May 1, 2015 draft update to the City of Sacramento Mixed Income Housing Ordinance (MIHO). In general, we support Staff's recommendations, with the following comments:

1. We fully support implementing the MIHO city-wide, instead of concentrating only on new growth areas.

2. We fully support in-lieu fees, which can be used to produce flexible, creative, affordable housing solutions in locations where they make sense: near jobs, public transit and services.

3. We support the City's efforts to encourage a variety of housing types within the ordinance, recognizing that a one-size-fits-all solution isn't practical.

4. We do not support allowing "any proportion of affordable units" in multi-unit dwelling buildings. As the attached news article conveys, a key factor in mixed-income housing success is ensuring no single project has more than 50% affordable units. Concentrating low-income residents in large multi-unit projects contradicts the philosophy of mixed-income communities. Therefore, we recommend capping the number of affordable units in a multi-unit dwelling building at 50% of the total number of units for that building.

5. We support Staff's concept of establishing a minimum distance between multi-unit dwelling developments; however, we feel 400 feet is not adequate separation for suburban communities like North Natomas. We would prefer a minimum distance of 0.25 mile (~1,300 feet) separating multi-unit dwelling developments in suburban communities.

6. This MIHO update does not address policy changes for existing inclusionary multi-unit developments. We request the following items be implemented into the City's and SHRA's affordable housing administration guidelines for multi-unit projects of 20 or more rent-controlled units:

    a) On-site security should be mandatory. This has proven to be important in mitigating crime and nuisance activity in several Natomas apartment communities.

    b) After-school programs are also an important service needed in all complexes. These help children improve skills and helps keep them focused on positive activities until working parents get home. School programs need to be coordinated with local schools so that programs help children with the subjects they are learning in school.

c) Require complex manager(s) to live on-site. Law enforcement recognizes this strategy to be one of the most important factors for creating a stable, positive living environment in high-density communities.

Despite our concerns, we feel the draft update of the MIHO is an acceptable compromise over the City's existing ordinance. We therefore support Staff's recommendation. In particular, we believe a city-wide approach and use of an in-lieu fee option will result in unprecedented opportunities for affordable housing, while maintaining a healthy environment for Sacramento's growth and revitalization.

Sincerely,

Chris Paros

Chris Paros
Chairperson, North Natomas Community Coalition (NNCC)

Attachment on page 3

Attachment

LEONARD PITTS JR.

Sac Bee 3/7/10

Community model shows how to succeed

NEW ORLEANS – Warren Buffett leads a troop of officials, reporters and a guy with a boom mike into the just-finished new apartment.

Five years ago, after the levees failed, this area was 10 feet underwater. Now, on this bitterly cold March morning, it is a construction zone ringed by chain-link fences, and one of the richest men in America wanders around what will eventually be some family's home. Model furnishings have been placed just so. The smell of new is still in the rooms.

This is part of the inaugural meeting of the Purpose Built Communities network, to which civic leaders from around the country have come. And it is an attempt to export "What Works" as in my 2007-08 series of columns by that name, about programs that have shown success saving young people in crisis. One of the most ambitious of them was the East Lake Foundation in Atlanta, founded in 1995 by developer Tom Cousins.

Cousins achieved near-miracles – violent crime down 96 percent, 78 percent of kids passing the state math test after only 5 percent could do it before – in what had been one of the worst and most dangerous public housing projects in the country. There were many elements to that success: offering better schools, creating an early-learning center, building a YMCA, evicting felons.

But the centerpiece was that in the airy new apartment complex Cousins built to replace the housing project, half the units are held for middle-income families, the other half for poor, government-subsidized families. The idea being that middle-income people would, just in their daily doings, model for their neighbors the habits and behaviors of a successful life.

It worked, spectacularly.

And Purpose Built Communities is the outgrowth. Founded by Cousins, Buffett and philanthropist Julian Robertson, it offers expertise, guidance and partnerships to those seeking to replicate East Lake's success in their own blighted communities. Its member network includes projects in Rome, Ga.; Jackson, Miss.; Indianapolis; and Memphis. There is no charge for its services.

Purpose Built Vice President Carol Naughton says community leaders in other cities who want to learn more should visit www.purposebuiltcommunities.org. Or, she says: "Give me a call. It's that simple. Give me a call at (404) 591-1400 and we'll start the conversation. We can kind of coach you about how to build this initial organization, about who your partners can be, who can bring resources to the community and advocate for the community. And who those resources are 'within' the community, too."

It is not easy and it is not magic. It takes time, tears, toil and setback to grow hope in places where it has not grown before. But do it, says Cousins, and "you will see the children that would've been lost in the normal process become stars, become bright."

"There is," says PBC President Chuck Knapp, "a difference between a project and a movement."

They want this to be a movement.

"Whenever you have something happen like East Lake," says Buffett, "people say, 'That's just because one guy had a passion for it, wouldn't stop and went through a brick wall, made it happen.' But the 'real' test is whether it's replicable. Once you do it beyond where the founders started it, it becomes evident to other communities: If the community cares enough about getting it done, it will get done."

And this, he says, "needs" to get done in dozens of communities. Not just one or two, not just five or six.

"When you've got East Lake with 95 percent of the kids now meeting grade level or above when 5 percent were doing it before … you're turning out human beings who are going to get a chance to live up to their potential. And you can't ask for more than that."

Leonard Pitts Jr. is a columnist for the Miami Herald.

It is not easy and it is not magic. It takes time, tears, toil and setback to grow hope in places where it has not grown before.

Article excerpts:

- "Violent crime down 96 percent, 78 percent of kids passing the state math test after only 5 percent could do it before –…"
- "But the centerpiece was that in the airy new apartment complex…; half the units are held for middle-income families, the other half for poor, government-subsidized families. The idea being that middle-income people would, just in their daily doings, model for their neighbors the habits of a successful life. It worked spectacularly.
- "Purpose Built Communities…offers expertise, guidance and partnerships to those seeking to replicate East Lake's success."

THE RIVER DISTRICT

June 25, 2015

Planning Commission
City of Sacramento
300 Richards Blvd.
Sacramento, CA 95811

Dear Commissioner:

On behalf of The River District business association, I'm writing to express support for updates as proposed Sacramento's Mixed Income Housing Ordinance. As our region grows, housing will be an important factor and such housing must be varied, including market rate and affordable options.

The City of Sacramento needs policies that will encourage more housing – of all types – for our residents. Too often, the costs associated with building housing make residential projects very challenging, or worse, infeasible.

Updates to the Mixed Income Housing Ordinance provide a compromise to create more sustainable development in Sacramento. These updates will create greater consistency among the City of Sacramento and surrounding jurisdiction's planning and policies adopted in recent years and, most importantly, encourage the development of more housing.

Specifically, we support:

- An affordable housing fee of $2.58/sq. ft. that is competitive with Sacramento County
- Zero-fee rates for high-density multi-family projects over 40 units/acre and single family projects over 20 units/acre
- An exemption for projects converting non-residential to residential
- Additional exemptions that encourage creative projects

Sacramento needs strong development policies that will support our economy and not send development to suburban communities. I urge you to approve the Mixed Income Housing Ordinance as proposed and forward a recommendation to do the same to City Council.

Sincerely,

Patty Kleinknecht

Patty Kleinknecht
Executive Director
The River District

info@RiverDistrict.net | 916 321-5599 | www.RiverDistrict.net

R Street Sacramento Partnership
P.O. Box 162337 | Sacramento | CA | 95816
www.rstreetsacramento.com

August 11, 2015

Council Member Jay Schenirer
Chair, Law and Leg Committee
915 I Street
Sacramento, CA 95814

RE: Mixed Income Housing Ordinance

Dear Chair Schenirer

On behalf of the R Street Sacramento Partnership (RSSP), I am writing in support of the staff recommendation to update the Mixed Income Housing Ordinance that will be before you on August 11, 2015.

The RSSP is a Property and Business Improvement District (PBID) that provides programs aimed at increasing commercial and residential activity and revitalizing the R Street corridor. These services include enhanced landscape and streetscape maintenance, advocacy, economic development, promotion and special events. The RSSP represents 122 property owners and over 60 businesses within our boundaries. We currently have two residential projects located in our district, one of which is cost sensitive. However with the recent resurgence of the R Street corridor we anticipate many more residential units to come online along the R and S Street corridors in the coming years.

Our Board supports staff's recommendation primarily because our property owners wish to provide more housing of various types than what is currently available. In order to achieve a diverse housing inventory, we must provide opportunities for infill, mixed use projects to develop. We have seen on R Street properties sitting vacant, in some cases creating blight, because of the high costs to develop.

The RSSP supports responsible urban infill projects which create jobs and housing opportunities. We have had the opportunity of working with City staff on the drafting of this ordinance over the past couple years and we have appreciated the inclusiveness of their efforts. This revised policy is market sensitive and responsive to the challenges of creating quality infill development, for these reasons we support the policy moving forward.

We greatly appreciate your time and respectfully request your support.

Thank you,

Michelle Smira-Brattmiller
Administrator, R Street Sacramento Partnership

Cc: Council Member Steve Hansen, District 4
Planning Staff

Greg Sandlund

From: John Hodgson <jhodgson@thehodgsoncompany.com>
Sent: Monday, August 10, 2015 11:43 AM
To: Jay Schenirer
Cc: Angelique Ashby; Rick Jennings; Jeff S. Harris; Greg Sandlund
Subject: Support of the proposed Mixed Income Housing Ordinance - Law and Legislation Committee 8/11/2015 meeting

Councilmember Jay Schenirer
Chair, Law and Legislation Committee
915 I Street, 5th Floor
Sacramento, CA 95814

August 10, 2015

I'm writing in support of the proposed Mixed Income Housing Ordinance that comes before the Law and Legislation Committee tomorrow afternoon.

For a number of reasons I believe this proposed ordinance should be supported:

It is the result of a lengthy public outreach process and good faith negotiations among all interests.

It can provide a significant amount of funds to support affordable housing in the City of Sacramento. According to the City staff report this ordinance will generate nearly $12 million in fees in the next five years and $44 million over the next ten years.

The proposed fee of $2.58/sq. ft. means an additional $5876 in fees for the average size 2200 sq. ft. house. Homebuilders already face fees in the City of Sacramento in excess of $60,000 per house and to impose higher fees means even more difficulty in building competitively priced homes. Although the $2.58/sq. ft. will be the highest in the Sacramento area (the same as the recently enacted Sacramento County affordable housing fee) it seems to be a reasonable compromise.

This ordinance encourages housing in all areas of the City because home builders can now pay this fee and get on with the business of building houses.

The exemptions for higher density multi-family and single-family residential product will encourage infill development in Sacramento's urban core. It is very difficult to build in midtown and downtown because land costs are extremely high, infrastructure (roads, sewer, water, drainage, utilities) is aging and more expensive to build/repair and land is hard to find. We must encourage infill development to be able to provide a greater diversity of housing as well as be able to meet the Mayor's Housing Initiative goal of 10,000 units in the urban core in the next ten years.

A diverse group of businesses, individuals and organizations support this ordinance including the Downtown Sacramento Partnership, Midtown Business Association, R Street Partnership, RegionBuilders, Metro Chamber, River District and the North State Building Industry Association. You can see by the letters and emails from a variety of individuals and groups that this is widely supported by those involved in promoting and creating a vibrant and diverse community.

Thank you for your consideration of this matter.

John Hodgson
The Hodgson Company
2514 Chinatown Alley
Sacramento, Ca 95816
916-548-8554
jhodgson@thehodgsoncompany.com
www.thehodgsoncompany.com

Meeting Date: **9/1/2015**

Report Type: Staff/Discussion

Report ID: 2015-00771

City of SACRAMENTO 19

City Council Report
915 I Street, 1st Floor
www.CityofSacramento.org

Title: Update on Deployment of Park Maintenance Services

Location: Citywide

Recommendation: Receive and file.

Contact: Josette Reina, Administrative Officer, (916) 808-1956, Department of Parks and Recreation

Presenter: James L. Combs, Director, (916) 808-8526, Department of Parks and Recreation

Department: Parks & Recreation Department
Division: Park Operations
Dept ID: 19001311
Attachments:
1-Description/Analysis
2-Background
3-Attachment 1 (Park Supervisor Area Map)

City Attorney Review

Approved as to Form
Sheryl Patterson
8/25/2015 8:56:04 AM

Approvals/Acknowledgements

Department Director or Designee: Lori Harder - 8/20/2015 9:54:02 AM

Description/Analysis

Issue Detail: On May 19, 2015, during the Department of Parks and Recreation's (DPR's) budget hearing, City Council requested staff return with a more detailed presentation on the deployment of park maintenance resources and service levels throughout the park system. This report describes citywide service levels, DPR's organization of staff resources to deliver citywide services, and defines the challenges facing DPR relative to maintaining citywide service levels as the City continues to develop parks.

Policy Considerations: DPR strives to provide each city park with a consistent, basic level of service. Enhanced levels of service are provided in specific geographic areas when supplemental funding is available.

Economic Impacts: None.

Environmental Considerations: None.

Sustainability: There are no sustainability considerations applicable with this report.

Commission/Committee Action: None.

Rationale for Recommendation: This report presents information on the deployment of park maintenance resources and service levels throughout the City's park system.

Financial Considerations: The Fiscal Year (FY) 2015/16 operating budget for Park Maintenance is $15.8 million and 121.75 FTE from a multitude of sources including General Funds, Measure U, property assessments and special revenue funds. The implementation of Measure U funding has allowed for partial restoration of citywide park maintenance service levels.

Local Business Enterprise (LBE): Not applicable.

BACKGROUND

During the May 19, 2015 Department of Parks and Recreation's (DPR) budget presentation, it was stated that General Fund and Measure U resources were spread evenly for parks across the eight Council districts. However, this does not mean that each district receives the same amount of funding without regard to the number and type of parks located in each district. Rather, because City parks vary widely in number, size and complexity throughout the City, General Fund and Measure U funds are distributed to ensure that each park (by size and type) receives the same basic level of service to accomplish DPR's goal of "Clean and Green" for every park (except during a drought). Current "basic service levels" are as follows and include the additional FY2015/16 Measure U funding and staffing allocation:

Park Maintenance Basic Service Levels

Task	Frequency
Mow/Trim/Edge/Blow all Turf Areas	2x/month
Weed Control in shrubs, flower beds, tree wells, and bike trails	4x/year
Pruning/General Care for plant life & trees (under 15 ft. tall)	2x/month
Restroom Cleaning	2 x/day
Litter Removal	2x/day
Irrigation checks/scheduled inspections	Weekly or within 48 hours from receipt of service request
Fertilization/aeration/seeding	N/A –insufficient funding
Sports Field renovations, Pond Maintenance, Pest Management	N/A – insufficient funding (unless primary use agreement is in place)

It is critical to understand that each park has a different set of needs depending on the park size, type, amenities, age of infrastructure, recreational enhancements, etc. Therefore, it would be very difficult if not impossible to allocate funding simply by park acreage as no park acre is developed or maintained in exactly the same manner as another.

Below is a sampling of the variety of park amenities and features included in the City's 180 developed parks. In addition to these parks, there are 46 unique sites that are maintained by DPR, including open space/nature preserves, trails, Old City Cemetery, Sacramento Sports Complex, rose gardens, and community gardens. Given their unique attributes, these 46 sites have an entirely different set of service requirements.

Typical Park Amenities/Features

Barbecues	Irrigation systems	Play Structures	Skate Parks	Tot Lots
Dog Parks	Jogging Tracks	Ponds/Fountains	Sports Courts	Water Spray Feature
Drinking Fountains	Parking Lots	Restrooms	Sports Fields	Wells
Fitness Stations	Picnic Areas	Sidewalk/paths	Stages/Amphitheaters	

Staff Deployment

With the additional staffing provided with Measure U resources in the FY2015/16 budget, staff are teamed and deployed in six areas (previously five) to ensure a balanced workload between the areas given the commitment to maintaining basic service levels on a citywide basis (map attached). Area boundaries are determined by: 1) the number, size, complexity and overall maintenance needs of the park system; 2), somewhat by major geographic boundaries to reduce driving time (rivers, freeways, etc.), and 3) by staffing and funding source. Given the model of equity in service, DPR does not deploy staff or resources by council district. Staff and resources are deployed in the most efficient and cost effective manner possible. Several maintenance areas include portions of as many as three council districts.

Two Park Superintendents and six Park Supervisors oversee the citywide park system. In addition to staff assigned to a specific maintenance area, several positions are deployed citywide supporting specialized needs such as irrigation maintenance, playground standards/repair, community gardens, and volunteer coordination. The six park maintenance service areas are as follows (see attached map as Attachment 1):

Service Area	Key Parks/Facilities
Area 1	Regency, North Natomas Regional and Community, Swainsons Hawk, trails and I-5 Buffer
Area 2	Hagginwood, Northgate, Sacramento Softball Complex, 5 Natural Habitat/Preservation Areas
Area 3	McKinley, Tahoe, Granite, McClatchy, and Old City Cemetery
Area 4	William Land, Miller, and Garcia Parks
Area 5	Hampton, Shasta, and Laguna Parks
Area 6	South Natomas, Chavez, and Southside Parks

Additional Funding Sources and Geographic Boundaries

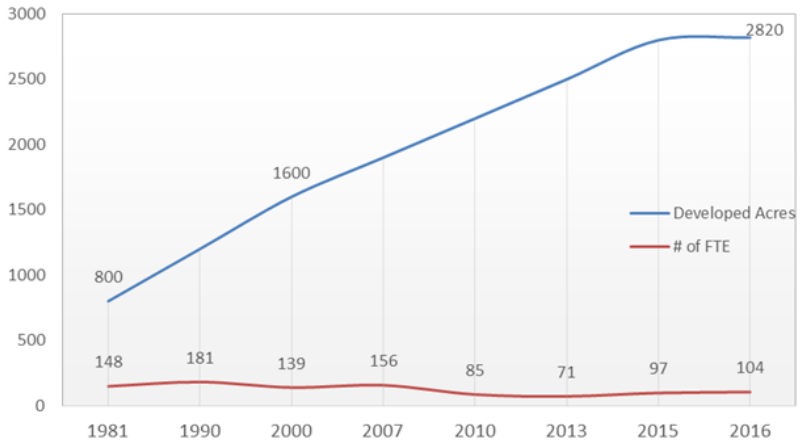
Park maintenance services are supported by several funding sources. The General Fund and Measure U support a basic level of service for all parks citywide. In addition, property assessments and special revenue funds are programmed on a geographic basis, consistent with the authority to collect the assessment and revenues including:

- Citywide Landscaping and Lighting Assessment District funds by City planning area
- Neighborhood Park Maintenance Community Facility District in areas developed over the past 12 years since district formation
- North Natomas Community Facility District
- Laguna Creek and Neighborhood Water Quality (Hampton Station Park)
- William Land Park Fund

These specific funding sources are restricted to a geographical boundary and are used to reimburse park maintenance operations for enhanced service levels above and beyond basic service, either project specific or routine service, such as renovation of Laguna Creek pond, or weekly mowing, plant life care twice per week, weed control six times per year, etc. in North Natomas.

Continued Growth of the Park System

Resources for park maintenance are not keeping pace with growth of the park system:



- 1981: 148 FTE to maintain 800 acres (1 employee/5.4 acres)
- 2001: 139 FTE to maintain 1,600 acres (1 employee/11.5 acres)
- 2015: 97 FTE to maintain 2,800 acres (1 employee/29 acres)
- 2016: 122 FTE to maintain 2,800 acres (1 employee/23 acres)

While this conflict between growth of the park system and adequate funding to maintain service levels has been discussed periodically with the City Council, the number of developed acres has increased from 800 acres in 1981 to 2,820 acres in 2015. At the same time, the number of employees providing park maintenance services since 1981 has dropped from 148 to 122. Even with efficiencies implemented during the most

recent downsizing (2008-2013), the City continues to be challenged to provide a sustainable level of service citywide in the face of a continuously growing park system.

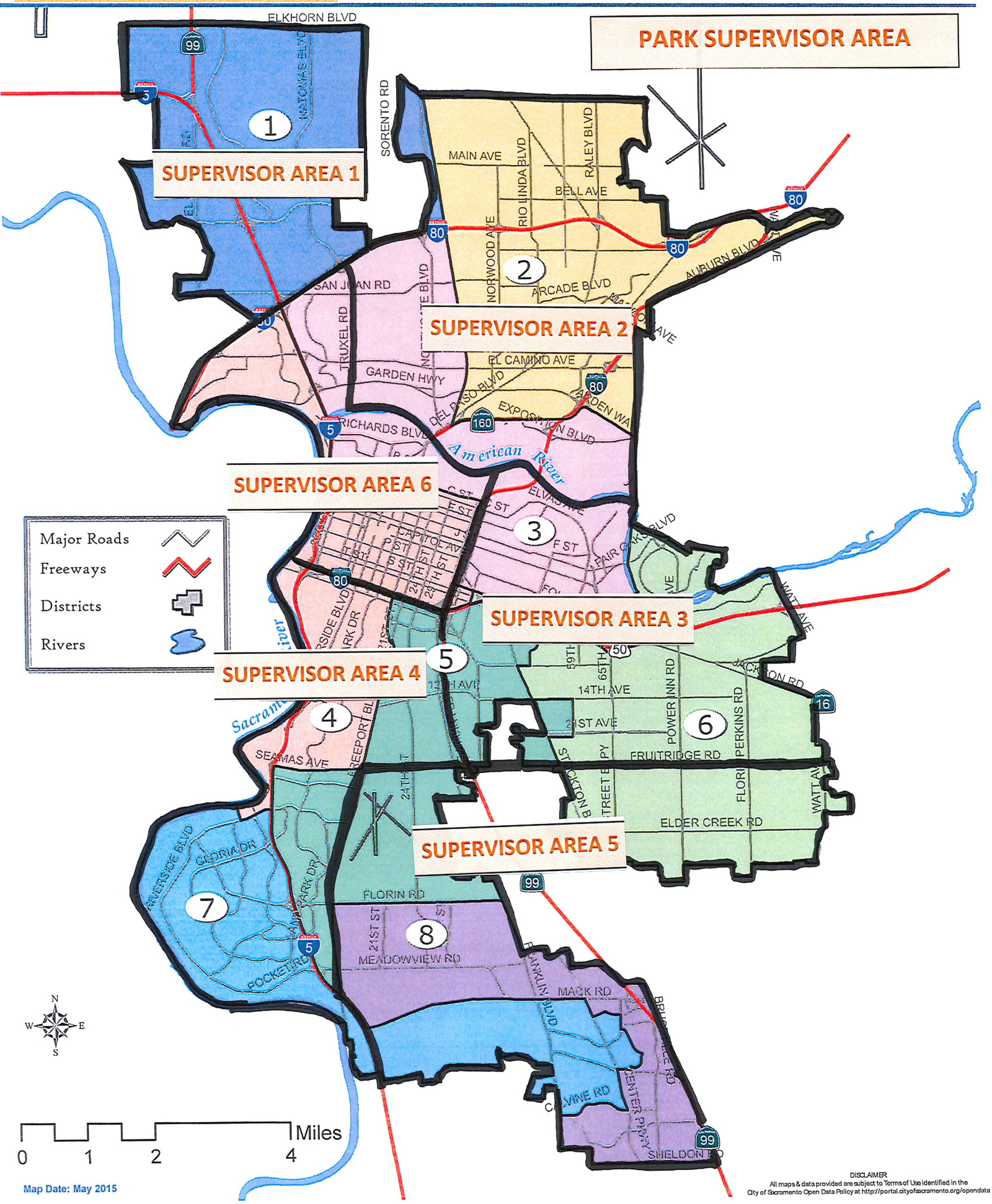
DPR has employed multiple innovative and cost saving measures to maximize resources and minimize costs, to be good stewards of our natural resources to extend the lifecycle of park assets and infrastructure by creating partnerships with internal and external park stakeholders, to utilize technology to automate and increase service responses, and to make financially prudent decisions regarding capital replacements. Measures include:

- ✓ Hiring seasonal, non-career help during peak season of park usage.
- ✓ Expanding volunteer/youth/other programs to further park maintenance services (Adopt-a-Park program, assistance through Sacramento County Probation, teen work experience through seasonal youth crews). Volunteer groups provide over 3,000 service hours each month.
- ✓ Developing Primary Use Agreements with sports leagues to enlist their support in maintaining fields.
- ✓ Installing and/or replacing park areas with low maintenance, drought-resistant landscapes.
- ✓ Upgrading to centralized irrigation systems to save water based on weather/drought conditions. Over 50 city parks are linked to a centralized, programmable irrigation system, eliminating much of the need to drive to each park to reset systems.
- ✓ Installing in-ground garbage receptacles with five yards of trash capacity to reduce the frequency of trash pick-up.
- ✓ Purchasing specialized equipment to reduce manual labor hours (herbicide spray trucks and mowers with mulching blades).
- ✓ Using environmentally friendly practices and products whenever possible (Flex Fuel/CNG vehicles, green cleaning products, recycling city trees for park mulch).
- ✓ Using computerized systems to improve service request descriptions, tracking and response times (311 call center, work order systems, smartphones/mobile devices, geographic vehicle tracking).

Even with these creative measures, the gap between growth of parks and maintenance funding will continue to widen. Unless the growth of the park system is dramatically slowed or halted, without additional resources for park maintenance, service levels will need to be reduced citywide as there are only a finite amount of resources to be deployed.

City of SACRAMENTO

Council Districts



Map Date: May 2015

DISCLAIMER
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