

# MASTER AGREEMENT

BY AND AMONG  
THE REDEVELOPMENT AGENCY OF THE CITY OF WEST SACRAMENTO,  
THE CITY OF WEST SACRAMENTO, AND  
CALIFORNIA STATE PARKS, WITH THE CONCURRENCE OF THE CIHC TASK FORCE,  
FOR THE DEVELOPMENT OF  
THE CALIFORNIA INDIAN HERITAGE CENTER AND STATE PARK

This Master Agreement ("Master Agreement") is entered into as of this 18<sup>th</sup> day of June 2008, by and among the REDEVELOPMENT AGENCY OF THE CITY OF WEST SACRAMENTO, a California redevelopment agency ("AGENCY"), the CITY OF WEST SACRAMENTO, a municipal corporation ("CITY"), and the STATE OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION, a division of the State of California ("STATE PARKS") (collectively, the "PARTIES"), with the concurrence of the California Indian Heritage Center Task Force ("TASK FORCE").

## RECITALS

WHEREAS, the California Legislature established the TASK FORCE to advise and make recommendations to STATE PARKS regarding the development of a new California Indian Heritage Center ("CIHC"), including its location, design, content, and governance structure; and

WHEREAS, TASK FORCE made a motion at its May 23, 2007, meeting for a preferred site, and this recommendation has been accepted by STATE PARKS; and

WHEREAS, the recommended site is an approximately 43-acre parcel commonly known as the East Riverfront Property ("Property"), owned by AGENCY and located on the Sacramento River, opposite the confluence of the Sacramento and American rivers; and

WHEREAS, CITY desires to see the development of the CIHC and a state park (collectively, the "Project") on the Property, provided it is developed, maintained and operated in a manner consistent with this Master Agreement and all of its attached exhibits and documents incorporated herein by reference, and also provided that the community has been provided with a sufficient opportunity to provide input; and

WHEREAS, STATE PARKS understands that development of the CIHC must be consistent with the community and Riverfront Master Plan and that development of the CIHC must allow for the development of a Riverfront Path across a CITY-owned easement along the Property.

## AGREEMENT

NOW, THEREFORE, IT IS HEREBY AGREED, by and among the PARTIES hereto, as follows:

1. **RECITALS.** All of the above recitals are incorporated herein by reference.

2. **DEFINITIONS.** The following terms have the meanings set forth below wherever used in this Master Agreement, attached exhibits, and documents incorporated herein by reference:

A. **"AGENCY"** means the Redevelopment Agency of the City of West Sacramento, a California redevelopment agency, and any assigns, transferees, or successors-in-interest.

B. **"CEQA"** means the California Environmental Quality Act.

C. **"CENTRAL VALLEY FLOOD PROTECTION BOARD,"** formerly the "Reclamation Board," means the body described in California Water Code sections 8520, et seq., having authority over operation and maintenance of the existing flood control system along the Sacramento River.

D. **"CIHC"** means the California Indian Heritage Center which is a facility that will be maintained by STATE PARKS for purposes of preserving the cultural heritage of California's Indian Tribes and providing educational opportunities to all California residents and visitors.

E. **"CIHC FOUNDATION"** means a 501(c)(3) nonprofit, public benefit corporation that has been established to support the operations of the California Indian Heritage Center through an agreement with STATE PARKS.

F. **"CITY"** means the City of West Sacramento, California, a municipal corporation.

G. **"COMMUNITY ADVISORY GROUP"** means a group formed to advise STATE PARKS on the Project during the course of the development of the General Plan and specific Project plans.

H. **"PROPERTY ACQUISITION AGREEMENT"** means that agreement providing the process whereby the Property will be conveyed from AGENCY to STATE PARKS upon timely exercise of the Option.

I. **"FLOOD PLAN"** means the overall plan for improvement of the levees and other flood control improvements as described in the Final Engineer's Report dated July 16, 2007 and prepared for the City of West Sacramento and the West Sacramento Flood Control Agency.

J. **"GENERAL PLAN"** means the plan for development of this Project mandated for all state park units by California Public Resources Code section 5002.2. As a primary management document for a unit of the State Park System, this General Plan establishes the purpose and management direction for the future and constitutes "program level" CEQA compliance. The plan provides vision, goals, and guidelines for future management decisions and Project development and shall include at least the following components in sufficient detail to permit meaningful review and approval by the Agency:

- (1) Design standards;
- (2) Traffic and transportation;

(3) Parking;

(4) Security.

K. **"GIFT DEED or DEED"** means the deed by which the Property will be transferred from AGENCY to STATE PARKS, provided all requisite conditions have been satisfied.

L. **"MANAGEMENT and OPERATION PLAN"** means the initial plan by which STATE PARKS proposes to manage and operate the Project after construction and development are complete. Portions of the Management and Operation Plan may be incorporated into the General Plan.

M. **"MASTER PLAN"** means the overall plan for the site and facilities developed by STATE PARKS with input from the City of West Sacramento and the Community Advisory Group, and guidance from the CIHC TASK FORCE, CIHC Foundation, and Indian advisors, which includes conceptual interpretive and architectural programs that reflect values expressed by the California Indian community.

N. **"MEMORANDUM OF UNDERSTANDING" or "MOU"** means the agreement by which CITY and STATE PARKS will delineate the policing responsibilities for the Property and the facilities.

O. **"OPTION"** means the conditional right related to the transfer of the Property provided in the Option Agreement.

P. **"OPTION AGREEMENT"** means that agreement, executed simultaneously with this Master Agreement, setting out the terms and conditions for the exercise of the Option.

Q. **"OPTION TERM"** means the period of seven (7) years following the execution of the Master Agreement when STATE PARKS may exercise the Option.

R. **"PROJECT"** means the CIHC and any related improvements and the land on which they sit, and all adjacent state park land.

S. **"PROPERTY"** means the East Riverfront Property, as described in Exhibit A-1 to the Option Agreement.

T. **"RIVERFRONT MASTER PLAN"** means the plan that was jointly developed in 2003 by the City of West Sacramento and the City of Sacramento which contains recommendations regarding the Property, including the recommendation that the Property be used as a state park.

U. **"RIVERFRONT PATH"** means the pedestrian and non-motorized vehicle path(s) that will be laid over the easement that is reserved by the Deed.

V. **"STATE PARKS"** means the State of California Department of Parks and Recreation, a division of the State of California.

W. **"TASK FORCE"** means the California Indian Heritage Center Task Force.

X. **“TRAFFIC THRESHOLD”** means the projected level of traffic, expressed in number of trips, studied in the General Plan and the Environmental Impact Report.

3. **PURPOSE AND RESPONSIBILITIES.** The purpose of this Master Agreement is to establish the roles and responsibilities of AGENCY, CITY, STATE PARKS, and TASK FORCE related to the acquisition, development and management of land for the CIHC. The responsibilities of the PARTIES are as follows:

A. STATE PARKS hereby agrees to plan and design the Project, to act as the lead agency for purposes of the California Environmental Quality Act (“CEQA”), to consult with the community, undertake necessary mitigation, provide improvements, and to resolve concerns to CITY’s reasonable satisfaction, in accordance with this Master Agreement, attached exhibits, and documents incorporated herein by reference.

B. AGENCY hereby agrees to provide STATE PARKS with the Option, as defined in the Option Agreement, attached hereto as Exhibit A and incorporated herein by reference, to have the Property conveyed from AGENCY to STATE PARKS by Gift Deed for the development of the CIHC and a state park, provided that STATE PARKS meets all the conditions set forth herein and in the Option. STATE PARKS reserves the right to accept the Property for the development of the CIHC and the state park, pursuant to the Option Agreement.

C. AGENCY hereby agrees to provide a lease to STATE PARKS for the purpose of conducting environmental studies, planning, and design on the Property, provided that STATE PARKS meets all the conditions set forth herein and in the Ground Lease, attached hereto as Exhibit B. The intent of the lease is to enable STATE PARKS to qualify for bond funding to pursue design of the Project. The term of the lease will commence upon adoption of the General Plan and Environmental Impact Report (“EIR”), and will end upon termination or exercise of the Option.

D. STATE PARKS hereby agrees, in accordance with the Gift Deed, attached to the Property Acquisition Agreement, to reserve for CITY an easement across the Property for the Riverfront Path, the Riverfront Path for which STATE PARKS shall be responsible for improving.

E. STATE PARKS, in accordance with the Management and Operation Plan, attached hereto as Exhibit C and incorporated herein by reference, shall be responsible for the management and operation of the Project.

F. CITY and STATE PARKS, in accordance with a Memorandum of Understanding (“MOU”) to be entered into at a future date, agree to provide policing for the Property once title to the Property is conveyed to STATE PARKS following the exercise of the Option. The MOU that will be entered into shall be consistent with the security performance measures and security performance standards that are developed during the Project planning process. Among the performance measures and standards included in and consistent with that MOU shall be a provision that STATE PARKS shall provide patrol and security services on the Property, including assignment of sworn officers, at a level comparable to other state park units with similar characteristics, including setting within the urban area, size of property, value of improvements, and number of visitors and public safety issues and occurrences. STATE PARKS shall patrol the entire Riverfront Path from the Broderick Boat Ramp to the Department of Water Resources property (APN 014-131-02).



G. If STATE PARKS does not provide the level of patrol and security services to the Project described above, then STATE PARKS will be in default of this Master Agreement, and CITY will have the ordinary remedies available.

#### 4. COMMUNITY INVOLVEMENT AND PLANNING PROCESS.

A. CITY and STATE PARKS shall establish a Community Advisory Group consisting of individuals representing key constituencies and neighborhoods to advise STATE PARKS on the Project during the course of the development of the General Plan and specific Project plan. Members of the Community Advisory Group representing CITY's interests shall be appointed by the Mayor and approved by the City Council; STATE PARKS may also appoint members to the Community Advisory Group. A seat on the board of the CIHC Foundation shall be reserved for a community member to be appointed by CITY's Mayor and confirmed by City Council.

B. STATE PARKS shall undertake a design and environmental review process, with identified milestones, and shall be primarily responsible for preparing a Master Plan, a General Plan, and specific plans and designs to guide planning for the Project in a phased development strategy. STATE PARKS shall make presentations to the City Council at the following milestones in the design and environmental review process based on the Schedule of Performance attached to the Property Acquisition Agreement:

- Upon completion of a Project description for CEQA
- Upon publication of the Draft EIR
- Prior to presentation of the Final EIR to the California State Parks Commission for certification and adoption of the General Plan
- At commencement of the design phase and during the course of design to obtain public comment on design proposals
- Upon completion of schematic drawings.

C. The City Council shall review and concur with the General Plan before adoption of the General Plan by the California State Parks Commission. STATE PARKS will ensure that General Plan describes early design concepts for the development of the CIHC.

D. STATE PARKS shall provide public notice for each meeting of the TASK FORCE and the California State Parks Commission for which plans and programs related to the Project or Property are to be discussed. This public notice requirement can be satisfied by posting a meeting notice and agenda on the DPR website in accordance with state law for open meetings in accordance with the Bagley-Keene Open Meeting Act. STATE PARKS shall notify CITY via email ten (10) days in advance of the meetings.

E. Following certification of the EIR for the General Plan (as described in Section 5, below) and approval of the General Plan by the California State Parks Commission, the City Council shall review and give its final approval to the General Plan, which approval is a condition to exercise of the Option and a condition to STATE PARKS' right to possess the Property under the terms of the Lease. The City Council's final review and approval shall not be unreasonably withheld and shall be limited to the following:

- (1) Design standards;
- (2) Traffic and transportation;

(3) Parking;

(4) Security.

Final approval of the General Plan shall constitute Project approval by CITY and AGENCY as responsible agencies under CEQA.

## 5. CALIFORNIA ENVIRONMENTAL QUALITY ACT

A. The Parties agree that STATE PARKS shall be the lead agency under CEQA for analysis of the environmental impact of the Project, and CITY and AGENCY shall be responsible agencies. An EIR shall be prepared in accordance with CEQA and its guidelines. The EIR shall identify all feasible mitigation measures for impacts generated by the Project, and the means for implementing them.

B. This Project shall require the satisfaction of applicable requirements of CEQA and applicable federal statutes and regulations, and final approval by the City Council pursuant to Section 4.E of this Agreement, prior to exercise of this Option and the transfer of the Property from AGENCY to STATE PARKS.

(1) Prior to selecting a Preferred Alternative for CEQA analysis, STATE PARKS shall provide a written analysis of projected visitation to the CIHC and the state park. That written analysis shall include comparisons to other museums, parks, and public attractions of similar scope and appeal, as well as to other major tourist attractions in the Sacramento region. The written analysis shall be made available to CITY upon request.

(2) As part of the environmental analysis of the Project conducted through the General Plan, STATE PARKS shall solicit and conduct a thorough traffic and parking impact study, performed by an outside expert. The analysis shall be based on the projected number of visitors and projected trips generated given expected transportation choices of those visitors. The evaluation shall include an analysis of traffic impact on the I Street Bridge and other regional transportation infrastructure, and shall identify feasible mitigation measures for addressing adverse impacts, and the means and schedule for implementing those mitigation measures.

(3) The Project shall be designed to avoid traffic and parking impacts on the surrounding neighborhoods and shall make every effort to minimize the amount of vehicular traffic coming to the site given the projected number of visitors. During Project planning and prior to selecting a preferred alternative, STATE PARKS shall consider alternative access routes and entry points for the Project. No Project-related parking will be permitted on neighborhood streets. STATE PARKS shall employ Transportation Demand Management ("TDM") measures to reduce the total number of trips, and shall apply TDM measures to both employees and visitors to the site.

(4) Design and operation of the Project shall accommodate a variety of transportation solutions and alternative methods for gaining access to the state park. Transportation alternatives shall include, but not be limited to, shuttles, off-site parking, boat or ferry access, bicycle, public transit, pedestrian, carpool, and

charter and school bus accommodations. Transportation solutions shall include special provisions for major events at the site, and shall consider differences in weekday versus weekend trips as well as seasonal variation.

(5) STATE PARKS agrees to undertake additional analysis of traffic and parking, and to consider additional TDM measures, if trip generation to the CIHC exceeds the "traffic threshold" as defined in the EIR and General Plan traffic study by ten percent (10%).

C. AGENCY and CITY will execute and provide documents and agreements (including this Master Agreement), attend meetings and make approvals and determinations in an effort to satisfy CEQA requirements. To the extent that AGENCY or CITY has received various environmental credits or benefits associated with the Property (i.e., endangered species credits and/or banking rights), STATE PARKS shall be entitled to the use and benefit thereof for specific application to the development of the Property. Should the Property revert to AGENCY pursuant to the Gift Deed described in Section 2.K. above, such STATE PARKS' entitlement shall cease and be of no force and effect. AGENCY or CITY shall have all of the powers for the Project accorded a responsible agency under CEQA.

D. STATE PARKS shall defend, indemnify, and hold harmless AGENCY and CITY and their agents, officers and employees from any claim, action or proceeding against AGENCY or CITY, or their agents, officers, attorneys, elected officials, consultants (whether professional, legal, technical, or other), independent contractors and employees ("Agents") from any and all damage, liability or loss, or any claim of damage, liability or loss, including, without limitation, attorneys' fees or costs (including, but not limited to, claims for "private attorney general" or similar fees), connected with or arising from CITY or AGENCY's exercising of its responsibilities as cited in Paragraph 5.C., above and any proceeding or alternative dispute resolution process (collectively, "Action") against AGENCY, CITY or Agents designed to: (1) attack, set aside, void, or annul the actions of AGENCY, CITY or Agents in any way related to the Project and/or environmental review for the Project; or (2) to impose personal liability against Agents resulting from or arising out of AGENCY's or CITY's compliance with CEQA. AGENCY and CITY shall promptly notify STATE PARKS of any such claim, action or proceeding and shall fully cooperate with STATE PARKS in the defense of such claim, action or proceeding.

6. **OWNERSHIP.** Upon transfer of ownership of the Property to STATE PARKS and in accordance with the Gift Deed, the Property shall remain permanently a state park owned and operated by STATE PARKS and shall under no circumstances be transferred, assigned, sold, or conveyed to any other person or entity without AGENCY's approval, except to CITY or AGENCY.

## 7. **PLANNING, DESIGN AND CONSTRUCTION**

A. STATE PARKS shall plan for the development of the Project, as per the Planning Process Flowchart, attached hereto as Exhibit D and incorporated herein by reference.

B. Design of the Project and any buildings and permanent structures on the site shall be harmonious with nature and the setting along the riverfront and consistent with the approved General Plan. Any facilities located on the landward side of the levee shall be designed with consideration for and sensitive to the surrounding neighborhood context. Design of the Project shall include public art elements.

(1) Parking areas constructed for the Project shall be at grade and designed to shield surrounding neighborhoods from visual impacts and from light and noise. Parking areas shall be attractively landscaped, and shall be located behind compatible uses or screened from view from surrounding streets to the greatest extent possible.

(2) STATE PARKS shall include site enhancements to create a more natural state that will include a demonstration area and showcase of California's natural environment. Any habitat created for the Project on the site that is eligible for use as mitigation for impacts generated by CITY'S flood protection program and is in excess of the Project's required mitigation shall be credited to CITY'S flood protection program.

(3) STATE PARKS shall improve the Riverfront Path downstream from the Property to connect with the Broderick boat ramp, and assure that the Riverfront Path is continuous and connected with trail extensions both upstream and downstream from the Property. STATE PARKS will assure that a continuous pathway is made between the northern boundary of the Property to the Broderick boat ramp located south of the Property as part of and commensurate with the Project, using the best possible alternative.

C. STATE PARKS shall develop the Project as per the Schedule of Performance, attached hereto as Exhibit E and incorporated herein by reference. Failure to make progress on the tasks or to meet the milestones stated in the schedule shall constitute a default.

D. CITY and AGENCY shall have no responsibility for paying for the Project. STATE PARKS shall be responsible for raising all the money needed to improve and operate the Project. It is understood that a 501(c)(3) nonprofit, public benefit corporation has been established for the purposes of soliciting and gathering private donations for the Project.

8. **FLOOD PROTECTION.** The Property is located within the flood plain of the Sacramento River and is bordered by the flood protection levee that is included in the assessment area for the West Sacramento Flood Protection Agency. Certain improvements have been identified in the Final Engineer's Report dated July 16, 2007, which is attached hereto as Exhibit F, as necessary in this levee segment, but the improvements have not been scheduled. STATE PARKS and CITY shall cooperate in planning and implementing necessary flood protection improvements. STATE PARKS shall participate in the costs of the flood control improvements by timely payment of the total assessment amount unless prohibited by state law, either annually or in advance. STATE PARKS must also pay an in-lieu fee equivalent to the amount of the flood impact fee that would be assessed on a private development of the same size and scope as the Project. The amount of the assessment and of the in-lieu fee will be determined by the adopted programs for each and future amendments thereto.

If STATE PARKS chooses to pursue levee improvements on the Property sooner than otherwise scheduled in CITY's flood protection program, or that levee improvements beyond what CITY had planned are required for the Project, then STATE PARKS will assume all additional costs to reschedule the improvements (including, but not limited to, design fees, construction mobilization, and other costs associated with re-prioritization of the levee improvements). If the scheduled levee improvements on the Property cause delay to the Project and it is cost prohibitive to reschedule given the costs as outlined above, then the

PARTIES will adjust the Schedule of Performance commensurate with the levee improvement schedule.

9. **PARK MANAGEMENT.** The following requirements are further described in the Management and Operation Plan, attached hereto as Exhibit C and incorporated herein by reference.

A. Operation and management of the Property and the Project shall be consistent with the mission and guiding values of STATE PARKS, for the benefit of the general public, including recreational, educational, and cultural purposes. Neither the Property nor the Project shall ever be used for a casino or other purpose unrelated to the mission of STATE PARKS.

B. STATE PARKS shall have primary responsibility and ultimate authority for management and operation of the Project. A 501(c) (3) nonprofit, public benefit corporation has been established to advise on and participate in the operations and programming of interpretive, educational, and exhibition activities of the CIHC. The CIHC Foundation will include a West Sacramento community representative, appointed by the Mayor and approved by the City Council.

C. STATE PARKS shall consult with the City Council and the community to evaluate additional impacts and mitigations if traffic generated by the Project exceeds by ten percent (10%) the traffic threshold as defined in the General Plan and EIR.

D. Overnight camping on the Property shall be restricted to educational programs and limited in the number of participants. No permanent camping facilities or accommodations shall be constructed on the Property.

E. STATE PARKS shall assure that free public access from and to the Riverfront Path is available during daylight hours; access must be unobstructed and without charge. This free public access may be interrupted for special events on the site for no more than six (6) hours at a time and no more than twice each year. Public access to the river for recreation and fishing shall be restricted only by the permitting and seasonal restrictions applying on the rest of the Sacramento River within CITY.

F. Any parking or admission fees shall be structured to prevent spillover effects to neighborhood streets. STATE PARKS shall periodically survey neighborhood streets for parking by visitors to the Project and shall work with CITY to undertake enforcement and management activities to divert visitor parking to designated areas.

G. STATE PARKS and CITY agree to cooperate in pursuing a non-motorized vehicle bridge across the Sacramento River, identified in the Riverfront Master Plan, connecting the Property with the Richards Boulevard and Tiscornia Park area on the opposite shore.

10. **EFFECTIVE DATE.** This Master Agreement shall be effective as of the date all PARTIES to this Master Agreement have executed it.

11. **GENERAL PROVISIONS**

A. Non-Liability of Officials, Employees and Agents. No member, official, director, employee, or agent of AGENCY or CITY shall be personally liable to STATE PARKS or third-party beneficiaries for any obligation created under the terms of this Master Agreement.

B. Indemnity. In addition to the indemnification provided in Section 5.D., above, STATE PARKS shall indemnify and hold CITY and AGENCY and their members, officials, directors, employees, and agents, harmless against any losses, damages, liabilities, claims, demands, judgments, actions, court costs, and legal or other expenses (including attorneys' fees) which CITY or AGENCY may incur as a result of (1) STATE PARKS' failure to perform any material obligations as required by this Master Agreement; (2) a failure of any of STATE PARKS' representations or warranties under this Master Agreement to be true and complete in any material respect; or (3) any material breach, act or omission by STATE PARKS, management agent, contractors, subcontractors, or suppliers with respect to the Project, except if the loss is caused by the sole negligence or willful misconduct of CITY or AGENCY. STATE PARKS shall pay immediately upon CITY's or AGENCY's demand any amounts owing under this indemnity. The duty of STATE PARKS to indemnify includes the duty to defend CITY and AGENCY in any court action, administrative action, or other proceeding brought by any third party arising from the Project. STATE PARKS' duty to indemnify CITY and AGENCY shall survive the term of this Master Agreement.

C. Governing Law. This Master Agreement shall be interpreted under and be governed by the laws of the State of California. In any action brought to enforce this Master Agreement, venue shall be in Yolo County, California or in the appropriate federal court.

D. Attorneys' Fees and Costs. In the event that a legal or administrative action is brought to interpret or enforce the terms of this Master Agreement, the prevailing PARTIES shall be entitled to recover all attorneys' fees and costs incurred in such action.

E. Time. Time is of the essence in this Master Agreement.

F. Consents and Approvals. Any consent or approval required under this Master Agreement shall not be unreasonably withheld.

G. Notices, Demands, and Communications. Formal notices, demands, and communications by and among AGENCY, CITY and STATE PARKS shall be given by United States Mail, registered or certified mail, postage prepaid, return receipt requested, or delivered personally, to the principal offices as follows, or if any such office is relocated, to the new address specified by the relocated party:

REDEVELOPMENT AGENCY OF THE CITY OF WEST SACRAMENTO  
1110 West Capitol Avenue  
West Sacramento, CA 95691  
ATTN: Director of Housing and Community Investment

CITY OF WEST SACRAMENTO  
1110 West Capitol Avenue  
West Sacramento, CA 95691  
ATTN: City Manager

CALIFORNIA STATE PARKS  
CAPITOL DISTRICT  
111 "I" Street  
Sacramento, CA 95814  
ATTN: Catherine Taylor, Superintendent, Capital District

CALIFORNIA INDIAN HERITAGE CENTER FOUNDATION  
2618 "K" Street  
Sacramento, CA 95816  
ATTN: Larry Myers, Chairman

H. Remedies. On the occurrence of any default, in addition to its other rights in this Master Agreement, attached exhibits, or documents incorporated herein by reference, at law, or in equity, and subject to the cure rights described in Section I below, a non-defaulting Party may exercise any one or more of the following rights and remedies:

(1) Proceed as authorized at law or in equity with respect to the default, and in connection with that, remain entitled to exercise all other rights and remedies described in this Master Agreement, attached exhibits, or documents incorporated herein by reference.

(2) Recover, in the event of any litigation, arbitration or other legal proceeding in which any Party seeks to enforce its rights under this Master Agreement or the documents attached to this Master Agreement or to recover damages for the breach thereof, and in the event Party or Parties seeking to enforce rights prevails, legal costs and expenses, including, but not limited to, attorneys' fees from the non-prevailing Party or Parties, whether such costs and expenses are incurred in connection with trial court proceedings, on appeal, in bankruptcy or other insolvency proceedings, in post-judgment collection proceedings, or otherwise.

I. Cure Rights. Each Party shall give each of the other PARTIES written notice of default under the Master Agreement thirty (30) days prior to enforcing remedies for such default. During the thirty-(30) day notice period, the defaulting Party or any other Party shall have the right to cure the default. Default must be completely cured within the thirty-(30) day notice period.

J. Survivorship: Any responsibility of STATE PARKS for warranties, indemnity, record-keeping or compliance with laws with respect to this Master Agreement, attached exhibits, and documents incorporated herein by reference shall not be invalidated due to the expiration, termination or cancellation of this Master Agreement.

K. Relationship of PARTIES. The relationship of PARTIES for this Project during the term of this Master Agreement shall not be construed as a joint venture, equity venture, or partnership. Neither CITY nor AGENCY undertakes or assumes any responsibility or duty to STATE PARKS or to any third party with respect to the operation of the Project or the actions of STATE PARKS. Except as CITY or AGENCY may specify in writing, STATE PARKS shall have no authority to act as an agent of CITY or AGENCY or to bind CITY or AGENCY to any obligation.

L. Waiver. Any waiver by any of the PARTIES of any obligation in this Master Agreement must be in writing. No waiver will be implied from any delay or failure by any Party to take action on any breach or default of STATE PARKS or to pursue any remedy allowed under this Master Agreement or applicable law. Any extension of time granted to STATE PARKS to perform any obligation under this Master Agreement shall not operate as a waiver or release from any of its obligations under this Master Agreement. Consent by any Party to any act or omission by another Party shall not be construed to be a consent to any other or subsequent act or omission or to waive the requirement for any Party without written consent to future waivers.

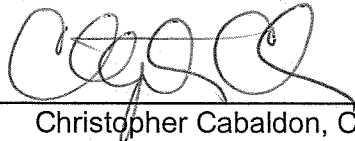
M. Other Agreements. The PARTIES represent that they have not entered into any agreements that would restrict or compromise their ability to comply with the terms of this Master Agreement. The PARTIES shall not enter into any agreements that are inconsistent with the terms of this Master Agreement without a written waiver by other PARTIES, which shall not be unreasonably withheld.

N. Good Faith. The PARTIES have negotiated in good faith in the development of this Master Agreement and accompanying documents. It is agreed and acknowledged by the PARTIES that the provisions of this Master Agreement have been arrived at through negotiation, and that all PARTIES have had a full and fair opportunity to revise the provisions of this Master Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting Party shall not apply in construing or interpreting this Master Agreement.

O. Other Approvals. For the express purpose of the Project, STATE PARKS shall be responsible for obtaining all other permits or approvals for the Project (including permits or approvals from the United States Corp of Engineers, the Central Valley Flood Protection Board, etc.). CITY and AGENCY shall cooperate with STATE PARKS to the extent reasonable to assist STATE PARKS in obtaining any needed additional permits or approvals.

P. Amendments and Modifications. Any amendments or modifications to this Master Agreement must be in writing, and shall be effective only if executed by AGENCY, CITY and STATE PARKS.

**REDEVELOPMENT AGENCY OF THE CITY OF WEST SACRAMENTO**

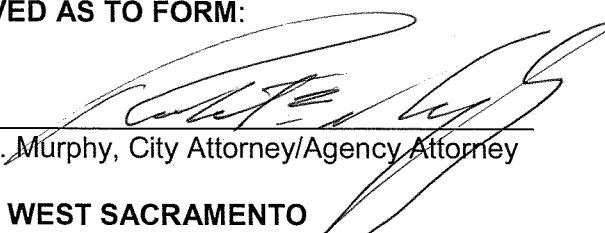
By:   
Christopher Cabaldon, Chair

**ATTEST:**

  
Kryss Rankin, Agency Clerk



APPROVED AS TO FORM:

  
\_\_\_\_\_  
Robert E. Murphy, City Attorney/Agency Attorney

**CITY OF WEST SACRAMENTO**

By:   
\_\_\_\_\_  
Christopher Cabaldon, Mayor

**CALIFORNIA STATE PARKS**

BY:   
\_\_\_\_\_  
Ruth Coleman, Director

**CONCUR**

**CALIFORNIA INDIAN HERITAGE CENTER FOUNDATION AND TASK FORCE**

By:   
\_\_\_\_\_  
Larry Myers, Chairman

CONFORMED  
COPY

**EXHIBIT A**  
**TO THE MASTER AGREEMENT**  
**FOR THE DEVELOPMENT OF**  
**THE CALIFORNIA INDIAN HERITAGE CENTER AND STATE PARK**  
**OPTION AGREEMENT**

This Option Agreement ("Option Agreement") is made this \_\_\_ day of \_\_\_\_\_ 2008 by and between the REDEVELOPMENT AGENCY OF THE CITY OF WEST SACRAMENTO, a California redevelopment agency ("AGENCY"), and the STATE OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION, a division of the State of California ("STATE PARKS") (collectively, the "PARTIES").

**RECITALS**

A. AGENCY is the owner of an undivided, one hundred percent (100%) interest in that certain unimproved real property, Yolo County APNs 014-610-004, 014-610-010, 014-610-014, 014-610-020, 014-620-003, 014-620-010, 014-620-012, 014-620-014, 014-760-020, and 014-760-023, containing approximately 43 acres of land, commonly known as the East Riverfront Property in West Sacramento, California (the "Property"), and further described as shown in Exhibit A-1, attached hereto and incorporated herein by reference.

B. The Property is within the Redevelopment Project Area, as defined in California Health & Safety Code section 33320.1 and is subject to the City of West Sacramento (the "City") Redevelopment Plan as developed for the Property.

C. STATE PARKS acknowledges that AGENCY's Property described above would serve as an ideal location for a state park and the California Indian Heritage Center.

D. AGENCY desires to grant to STATE PARKS and STATE PARKS desires to obtain from AGENCY an option to purchase the Property ("the "Option"), as defined below, pursuant to the terms and conditions provided herein.

E. PARTIES agree that the valuable consideration for AGENCY granting STATE PARKS the Property as described herein is the development of an important cultural attraction and state park within the City of West Sacramento. In addition, STATE PARKS will fund improvements on the Property, provide ongoing operations, maintenance and security, thereby making the Property a more valuable part of the community which will exist for the public benefit as defined in the "CIHC: The Developing Vision: Interim Project Planning and Interpretive Programming Report, September 2007," the justification for development of the Project.

NOW, THEREFORE, in exchange for valuable consideration, AGENCY and STATE PARKS agree as follows:

1. **Option to Convey.** AGENCY hereby grants to STATE PARKS an exclusive right, at no cost to STATE PARKS, an option for the conveyance of all of AGENCY's interest in and to the Property on the terms and conditions set forth in this Option Agreement as authorized under Government Code section 15853(d)(1).

2. **Exercise.** Provided STATE PARKS is not in default under this Option Agreement and all conditions to the exercise of the Option set forth in Section 3, below have been completed as provided herein, this Option may be exercised by STATE PARKS upon delivering to AGENCY a copy of the Notice of Exercise of Option, attached hereto as Exhibit A-2, before the expiration of the Option Term which provides that the Option is exercised without condition or qualification. The Notice of Exercise of Option (and all other written communication) shall be delivered to AGENCY by one of the following three (3) methods: (a) certified United States Mail, return receipt requested (in which case the date of delivery shall be the date set forth on the return receipt), (b) a nationally recognized overnight courier (in which case the date such courier's receipt shall verify delivery); or (c) hand delivery. Upon receipt of STATE PARKS' exercise of the Option, AGENCY will provide STATE PARKS with a certified receipt of such notice to demonstrate AGENCY's acceptance of the exercise of the Option. Upon AGENCY's acceptance of the exercise of the Option, AGENCY agrees that it shall not encumber the Property without STATE PARKS' written consent, except to the extent necessary to further a purpose identified in the Master Agreement or this Option Agreement.

3. **Conditions to Exercise Option.** Consistent with the Master Agreement, the following conditions must be satisfied prior to the Exercise of the Option:

a. The CEQA review process of the General Plan must be completed, including the resolution of all challenges and the running of the statute of limitations;

b. The CITY shall have provided its final approval to the General Plan consistent with the Master Agreement.

c. STATE PARKS has completed the design process for the initial phase of the Project and all design plans and documents have been reviewed by the City Council; and

d. STATE PARKS has demonstrated to the satisfaction of AGENCY that adequate funds are available to complete the first phase of park improvements, and that the improvements are sufficient to open the Project to the public as a state park.

The City Council may in its sole discretion waive conditions 3.c and 3.d.

4. **Term.** The Option shall commence as of the execution of this Option Agreement as described in Section 2, above, and shall expire on June 30, 2015 (the "Option Term") unless extended by mutual agreement of the PARTIES.

5. **Automatic Termination and Quitclaim Deed.**

a. If STATE PARKS fails to exercise the Option by the end of the Option Term, or the Option Term is not extended by mutual agreement of the PARTIES in accordance with the terms and conditions of this Option Agreement, then this Option Agreement and the rights of STATE PARKS shall automatically terminate without notice.

b. The PARTIES also agree to the following procedure:

(1) Immediately following delivery of the Notice of Exercise of Option, escrow shall open with the Escrow Holder, as identified in Section 7, below, an executed Quitclaim Deed, attached hereto as Exhibit A-3, quitclaiming STATE PARKS' Option on

the Property, and deliver the executed Quitclaim Deed to the Escrow Holder who will hold the Quitclaim Deed as provided in subsection 5(b)(2), below.

(2) Upon failure of STATE PARKS to properly exercise the Option within the Option Term pursuant to this Option Agreement, AGENCY shall deliver written notice of the expiration of the Option to STATE PARKS and the Escrow Holder. The written notice shall instruct the Escrow Holder to record the Quitclaim Deed ten (10) days after delivery of the written notice, unless additional written instruction is provided by AGENCY prior to the expiration of the ten-(10) day period. Within the ten-(10) day period, any objections or concerns that STATE PARKS has regarding the expiration of the Option shall be communicated to AGENCY for AGENCY's consideration.

6. **Specific Performance.** If AGENCY fails to deliver the Property and STATE PARKS has performed all conditions to the exercise of the Option, then AGENCY agrees that STATE PARKS has the remedy of specific performance.

7. **Escrow.** For purposes of this Option Agreement and the Property Acquisition Agreement, the Escrow Holder shall be the following:

TBD  
ATTN: \_\_\_\_\_

The Escrow Holder shall confirm the date that escrow is opened, in writing to the PARTIES, with STATE PARKS preparing the escrow instructions consistent with this Option Agreement and the Property Acquisition Agreement, attached hereto as Exhibit A-4 and incorporated herein by reference.

8. **Property Acquisition Agreement.** Upon exercise of the Option by STATE PARKS, STATE PARKS shall sign three (3) originals of the Property Acquisition Agreement. It is expressly understood by both AGENCY and STATE PARKS that the Property Acquisition Agreement cannot not be executed by STATE PARKS until acquisition approval has been provided by resolution from the State Public Works Board. STATE PARKS will also deliver to AGENCY for review a copy of the escrow instructions for the Property conveyance.

Within three (3) days of delivery, AGENCY shall (a) execute all three (3) originals of the Property Acquisition Agreement, (b) return one (1) fully executed original to STATE PARKS and deliver one (1) fully executed original to Escrow Holder. Any discrepancies between the Property Acquisition Agreement and the Option Agreement shall be resolved in favor of the terms and conditions set forth in the Property Acquisition Agreement.

9. **Option Personal.** The Option granted hereunder is exclusive to STATE PARKS and may not be transferred to any other party, either voluntarily, involuntarily or by operation of law.

10. **Memorandum of Option Agreement.** The PARTIES shall enter into and cause to be recorded a commercially reasonable form of memorandum of this Option Agreement.

11. **Condemnation or Loss.** In the event that all or any part of the Property is appropriated during the Option Term through the power of eminent domain or in the event of any material loss or damage to the Property is caused by any occurrence, including manmade and natural disasters, during the Option Term, STATE PARKS shall neither have any compensable interest nor be entitled to any portion of any condemnation award, except STATE PARKS shall be

entitled to its proportionate share of any recovery made by AGENCY from a condemning party or to the extent that STATE PARKS recovers from a condemning party on its own behalf. In no event shall CITY or AGENCY be required to bring suit against any condemning party.

12. **Waiver.** Failure of either party at any time to require performance of any provision of this Option Agreement shall not limit that party's right to enforce the provision. Waiver of any breach of a provision shall not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or of any other provision.

13. **Integration.** This Option Agreement and the Master Agreement contain the entire agreement between the PARTIES respecting the Option set forth, and expressly supersedes all previous or contemporaneous agreements, understandings, representations, or statements between the PARTIES respecting this matter.

14. **Survival of Covenants.** Any covenants and agreements that this Option Agreement does not require to be fully performed prior to the expiration of the Option Term shall survive the expiration of the Option Term and shall be fully enforceable after the expiration of the Option Term in accordance with their terms.

15. **Amendments.** The terms and conditions of this Option Agreement may be amended, waived, or discharged only by a written instrument signed by the party against whom enforcement of the amendment, waiver, or discharge is sought.

16. **Counterparts.** This Option Agreement may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

17. **Third-Party Rights.** Except for rights provided herein to the City, nothing in this Option Agreement, express or implied, is intended to confer on any person, other than the PARTIES and their respective successors and assigns, any rights or remedies under or by reason of this Option Agreement.

18. **Construction.** Headings at the beginning of each section and subsection are solely for the convenience of the PARTIES herein, and are not a part of and shall not be used to interpret this Option Agreement. The singular form shall include plural and vice versa. This Option Agreement shall not be construed as if it had been prepared by one of the PARTIES, but rather as if both PARTIES have prepared it. Unless otherwise indicated, all references to sections are to this Option Agreement.

## REDEVELOPMENT AGENCY OF THE CITY OF WEST SACRAMENTO

By: \_\_\_\_\_  
CHRISTOPHER CABALDON  
Chair

### ATTEST:

By: \_\_\_\_\_  
KRYSS RANKIN

City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
ROBERT E. MURPHY  
Agency Legal Counsel

**STATE OF CALIFORNIA**  
Department of Parks and Recreation

By: \_\_\_\_\_  
STEPHEN R. LEHMAN  
Deputy Director for Acquisition and Development

**DEPARTMENT OF GENERAL SERVICES**

By: \_\_\_\_\_  
JAMES S. MARTIN  
Real Estate Services Section

**STATE PUBLIC WORKS BOARD**

By: \_\_\_\_\_  
Jerry Leong  
Assistant Administrative Secretary

**EXHIBIT A-1**  
[to Option Agreement]

**DESCRIPTION OF PROPERTY**

**EXHIBIT A-2**  
[to Option Agreement]

**NOTICE OF EXERCISE OF OPTION**



**EXHIBIT A-3**  
[to Option Agreement]

**QUITCLAIM DEED**

**EXHIBIT A-4**

Agency: Department of Parks and Recreation  
Project: California Indian Heritage Center  
(CIHC) and State Park/City of West  
Sacramento  
Agency Parcel No: DGS #

**PROPERTY ACQUISITION AGREEMENT**

Deed Dated:  
County: Yolo

Escrow Holder: Old Republic Title Company  
Address: 524 Roseville, CA 95678  
Escrow No: 2202028093-RS

The parties to this Agreement are the undersigned Grantor, hereinafter referred to as GRANTOR, and the STATE OF CALIFORNIA, acting by and through the Department of Parks and Recreation, as authorized by the State Public Works Board, hereinafter referred to as STATE. The parties agree as follows:

1. GRANTOR agrees to grant to STATE certain real property, located in the above named county, and more particularly described in the Gift Deed signed by the GRANTOR and dated as shown above, which deed is herewith delivered to STATE's representative, subject to terms and conditions hereof.
2. GRANTOR, agrees to conveyance of said property to STATE, free and clear of all taxes, liens, encumbrances, assessments, easements, leases, and other defects of title, except the following:
  - (a) Riverfront Path Easement, and other easements or rights of way of record for public roads or public utilities, if any.
  - (b) Exceptions and exclusions numbers \_\_\_ through \_\_\_, (inclusive) contained in the Preliminary Report No. 2202028093-RS issued by Old Republic Title Company, dated as of January 03, 2008.
  - (c) The West Sacramento Area Flood Control Agency assessment and any other CITY assessments.

**THE PROVISIONS ON PAGE (TWO) HEREOF AND THEREAFTER CONSTITUTE A PART OF THIS AGREEMENT**

DATED: \_\_\_\_\_

STATE OF CALIFORNIA  
DEPARTMENT OF PARKS  
AND RECREATION

GRANTOR  
THE REDEVELOPMENT AGENCY OF THE  
CITY OF WEST SACRAMENTO

By: \_\_\_\_\_  
Name: Stephen R. Lehman  
Deputy Director  
Title: Acquisition and Development

By: \_\_\_\_\_  
Name: Christopher Cabaldon  
Title: Chair

Department of General Services

By: \_\_\_\_\_  
Name: James S. Martin, Assistant Chief  
Title: Real Estate Services Section

State Public Works Board

By: \_\_\_\_\_  
Name: Jerry Leong  
Title: Assistant Administrative Secretary

3. STATE shall pay all escrow fees, recording fees (if any), and title insurance premiums incurred in this transaction. The issuance of any escrow instructions shall be the sole responsibility of STATE; GRANTOR, however, may prepare and deliver GRANTOR'S separate escrow instructions, which instructions if submitted shall be followed by escrow officer to the extent they are not inconsistent with STATE's escrow instructions. In the event GRANTOR'S instructions conflict or do not conform with the instructions issued by STATE, the escrow officer shall be instructed not to record the gift deed, disburse funds or close escrow until receiving a written letter signed by both parties giving further instructions on how the conflict or non-conformity is to be resolved. All real estate taxes on the Property shall be apportioned, paid and cancelled as of the Close of Escrow as per Revenue and Taxation Code section 5086.

4. GRANTOR hereby warrants that as of the date of the STATE's first written offer for the purchase of the subject property, the property was vacant and unoccupied by Grantor and/or tenants. GRANTOR also covenants to maintain property in a vacant status until such time that either the STATE purchases the subject property or negotiations are otherwise terminated.

5. Except as to those easements and licenses approved and accepted by STATE, title and possession of the property shall be delivered to STATE immediately upon close of escrow.

6. Upon timely exercise of the Option, as provided in the Option Agreement, GRANTOR agrees to deed the Property to STATE pursuant to the form of Gift Deed (the "Deed"), attached hereto as Exhibit A and incorporated herein by reference, and on the terms and conditions of this Property Acquisition Agreement. At closing, GRANTOR agrees to convey to STATE fee simple title to the Property pursuant to the Deed.

7. STATE agrees to restrict the use of the Property to the following public use: development and operation of a state park, and development of the CIHC to be included as a unit of the California State Park System, including, consistent with the Master Agreement and the General Plan for the park, a Riverfront Path ("Riverfront Path") and any associated uses necessary to operate the above functions. If portions of the Property to be utilized as outlined above, and delineated pursuant to Exhibit A, attached hereto and incorporated herein by reference, are not developed and used for those specific uses in accordance with the Schedule of Performance, depicted in Exhibit B, GRANTOR shall have a reversionary right ("Power of Termination") to the Property in accordance with the Deed and California Civil Code sections 885.010, et seq., upon written notice to STATE.

8. GRANTOR shall reserve in the Gift Deed adequate rights for the purpose of establishing a riverfront pedestrian path. Both GRANTOR and STATE agree that said access thereto is defined as a non-exclusive publicly accessible pathway or pathways, for which access and use shall always be at no cost, and with related pedestrian, bicycle, and non-motorized vehicle amenities, generally located within the property, but mutually located by GRANTOR and STATE during the design and comment process, as described in the Master Agreement. It is further agreed that STATE will design and construct the continuous Riverfront Path along the entire length of the Property and downstream to the Broderick Boat Ramp, at no cost to GRANTOR, and as part of and at the same time as the design and construction of the Project.

9. It is understood by both GRANTOR and STATE that a Schedule of Performance for the delineation of property uses and construction of the Project is incorporated herein as Exhibit B. In the event the default dates as defined in the Schedule of Performance for the Project are not met by STATE or as may be reasonably extended in writing by GRANTOR, the Property shall revert to GRANTOR in accordance with "Power of Termination" as provided in the Gift Deed and the signing of a quitclaim deed by STATE to GRANTOR. \_\_\_\_\_.

10. "Close of Escrow" is defined to be the date the Deed from GRANTOR to STATE for the Property is recorded in the Office of the Yolo County Recorder, which shall occur no later than one hundred eighty (180) days following the receipt of the Notice of Exercise of Option. The Close of Escrow may be extended in writing by mutual agreement of GRANTOR and STATE. Simultaneously with the Close of

Escrow, Escrow Holder shall issue a CLTA Owner's Policy of Title Insurance ("Title Policy") in an amount to be set by STATE PARKS pursuant to the STATE's escrow instructions, attached as Exhibit C (to be provided upon execution).

11. Sole possession of the Property shall be delivered to STATE at the Close of Escrow. During construction of the Project, STATE shall not encumber the Property in any way, nor grant any Property right relating to the Property without the prior written consent of GRANTOR. Should STATE obtain authority to utilize tax exempt bonds to construct the Project, then STATE shall have the authority to enter into site and facility leases needed to accomplish such financing.

12. GRANTOR and STATE each represent and warrant that they have not dealt with real estate brokers in connection with this transaction. GRANTOR and STATE agree to indemnify and hold harmless one another against any loss, liability, damage, cost (including reasonable attorneys' fees), claim, or expense incurred by reason of any brokerage, commission, or finders' fee alleged to be payable because of any act, omission, or statement of the other party.

13. GRANTOR warrants that it is the owner of the Property and has marketable and insurable fee simple title to the Property clear of restrictions, leases, liens, and other encumbrances except as may be permitted in this Agreement. GRANTOR will convey title to the Property by way of this Agreement and the Deed. Other than what has been revealed in dated reports provided to STATE, GRANTOR further hereby represents and warrants to STATE that to the best of GRANTOR'S actual knowledge, and without any independent investigation having been made by GRANTOR, no hazardous materials are located on or under the Property; that there has been no release, storage, treatment, generation, or disposal of any hazardous materials on, under, or from the Property; and that no hazardous materials have been transported from the Property. The term "hazardous materials" when used in this Property Acquisition Agreement shall mean any hazardous waste or hazardous substance as defined in any federal, state, or local statute, ordinance, rule, or regulation applicable to the Property, including, without limitations, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (Title 42 United States Code sections 9601-9675, the Resource Conservation and Recovery Act (Title 42 United States Code sections 6901-6992k), the Carpenter-Presley-Tanner Hazardous Substance Account Act (Health and Safety Code sections 25300-25395.15), and the Hazardous Waste Control Law (Health and Safety Code sections 25100-25250.25). "Hazardous materials" shall also include asbestos or asbestos-containing materials, radon gas, and petroleum or petroleum fractions, whether or not defined as a hazardous waste or hazardous substance in any such statute, ordinance, rule, or regulation.

14. Except as expressly set forth in this Agreement, GRANTOR makes no representations or warranties, express or implied, concerning the condition of the Property, including, without limitation, its environmental condition. GRANTOR has provided STATE with copies of all known site investigations and has no additional knowledge of such investigations or any site contamination. In the event GRANTOR learns of any information bearing on the environmental condition of the Property during the viability of this Property Acquisition Agreement, GRANTOR will forthwith disclose the same to STATE in writing.

15. STATE acknowledges and agrees that, except as otherwise expressly provided in this Agreement, to the maximum extent permitted by law, the conveyance of the Property is made on an "As Is," "Where Is" condition and basis with all faults, and that GRANTOR has no obligation to make repairs, replacements or improvements thereto, except as it relates to Flood Protection program. The terms and conditions set forth herein are the result of arms-length bargaining between entities familiar with transactions of this kind. STATE further acknowledges and agrees that, except as otherwise expressly provided in this Property Acquisition Agreement, GRANTOR has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of as to, concerning or with respect to:

- a. the value of the Property;
- b. the income to be derived from the Property;

- c. the suitability of the Property for any and all activities and uses which STATE may conduct thereon, including the possibilities for future development of the Property;
- d. the habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Property;
- e. the manner, quality, state of repair or lack of repair of the Property;
- f. the nature, quality or condition of the Property, including, without limitation, the water, soil and geology;
- g. the compliance of or by the Property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body;
- h. the manner or quality of the construction or materials, if any, incorporated into the Property;
- i. compliance with any environmental protection, pollution or land use laws, rules, regulations, orders or requirements, including, but not limited to, Title III of the Americans With Disabilities Act of 1990, California Health and Safety Code, the Federal Water Pollution Control Act, the Federal Resource Conservation and Recovery Act, the U.S. Environmental Protection Regulations at 40 C.F.R., Part 261, and Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the resource Conservation and Recovery Act of 1976, the Clean Water Act, the Safe Drinking Water Act, the Hazardous Materials Transportation Act, the Toxic Substance Control Act, and regulations promulgated under any of the foregoing;
- j. the presence or absence of hazardous materials at, on, under, or adjacent to the Property;
- k. the content, completeness or accuracy of the due diligence materials or Title Report;
- l. the conformity of the improvements on the Property, if any, to any plans or specifications of the Property, including any plans and specifications that may have been or may be provided to STATE;
- m. the conformity of the Property to past, current or future applicable zoning or building requirements;
- n. deficiency of any drainage;
- o. the fact that all or a portion of the Property may be located on or near an earthquake fault line;
- p. the existence of vested land use, zoning or building entitlements affecting the Property
- q. the land use status of the Property, including, but not limited to, General Plan status, Specific Plan status, zoning status, subdivision status under the California Subdivision Map Act or the subdivision ordinances of the City of West Sacramento or the status of any other governmental entitlement;
- r. the applicability of the Federal or California endangered species acts and the existence of any species protected thereunder;
- s. the availability of water or other utilities to the Property; or
- t. with respect to any other matter.

STATE further acknowledges and agrees that having been given the opportunity to inspect the Property and review information and documentation affecting the Property, STATE is relying solely on its own investigation of the Property, and review of such information and documentation, and not on any information provided or to be provided by GRANTOR, and further, STATE is relying on its extensive experience and knowledge of California real property (including, but not limited to, owning, developing, operating and selling real property similar in character to the Property). Except as expressly provided for in this Agreement or any written amendment or supplement hereto executed and delivered by GRANTOR, GRANTOR shall not be liable or bound in any manner by any oral or written statements, representations or information pertaining to the Property, or the operation thereof, furnished by any real estate broker, agent, employee or any other person.

16. STATE covenants and agrees for itself, its successors, its assigns, and every successor-in-interest to the Property or any part thereof, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, ancestry, or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the

Property, nor shall STATE or any person claiming under or through STATE establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sub-lessees, or vendees of the Property. The foregoing covenants shall run with the land in accordance with Section 33438 of the Health and Safety Code and shall remain in effect in perpetuity.

17. STATE shall refrain from restricting the rental, sale, or lease of any portion of the Property on the basis of race, color, creed, religion, sex, marital status, ancestry, or national origin of any person. Pursuant to Sections 33337 and 33436 of the Health and Safety Code or any successor statute, all such deeds, leases, or contracts shall contain or be subject to substantially the following nondiscrimination or non-segregation clauses (refer to subsections c., d., and e. below).

18. STATE may not assign this Agreement or the rights contained in the Deed or transfer the Property without GRANTOR's prior written consent, which may be withheld in GRANTOR's sole and absolute discretion.

19. This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assignees of the PARTIES to this Agreement.

20. No waiver of any breach of any covenant or provision in this Agreement shall be deemed a waiver of any other covenant or provision in this Agreement, and no waiver shall be valid unless in writing and executed by the waiving party.

21. Whenever requested by the other party, each party shall execute, acknowledge, and deliver all further conveyances, agreements, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents, and all further instruments and documents as may be necessary, expedient, or proper to complete any conveyances, transfers, sales, and agreements covered by this Agreement, and to do all other acts and to execute, acknowledge, and deliver all requested documents to carry out the intent and purpose of this Agreement.

22. Except for the Riverfront Path Easement, the reversionary right contained in the Gift Deed and any other provision adds to provide assurances during the design and fundraising period or other rights expressly reserved for GRANTOR, nothing in this Property Acquisition Agreement, express or implied, is intended to confer on any person, other than the PARTIES to this Agreement and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

23. The Master Agreement, the Option Agreement, this Property Acquisition Agreement, and their attachments contain the entire agreement between the PARTIES, and expressly supersede all previous or contemporaneous agreements, understandings, representations, or statements between the PARTIES.

24. This Agreement may not be amended or altered except by a written instrument executed by GRANTOR and STATE.

25. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to either party. Upon such determination that any term or provision is illegal or incapable of being enforced, the PARTIES hereto shall negotiate in good faith to modify this Agreement, so as to effect the original intent of the PARTIES as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the greatest extent possible.

26. All persons executing this Agreement on behalf of any party to this Agreement warrant that they have the authority to execute this Agreement on behalf of that party.

27. The validity, meaning, and effect of this Agreement shall be determined in accordance with California laws. In any action brought to enforce this Regulatory Agreement, venue shall be in Yolo County, California or in the appropriate federal court.

28. All notices, demands, requests, exercises, and other communications under this Agreement by either party shall be in writing and sent by United States Certified Mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the United States mail, or sent by a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with that courier, or sent by telecopy or similar means if a copy of the notice is also sent by United States Certified Mail; in which case notice shall be deemed delivered on transmittal by telecopier or other similar means, provided that a transmission report is generated that reflects the accurate transmission of the notices, as follows:

If to GRANTOR:

Redevelopment Agency of the  
City of West Sacramento  
ATTN: Val Toppenberg  
1110 West Capitol Avenue  
West Sacramento, CA 95691  
Facsimile: (916) 373-5848

With a Copy to:

Kronick Moskovitz Tiedemann & Girard  
ATTN: Robert E. Murphy or  
Jeffrey Mitchell  
400 Capitol Mall, 27<sup>th</sup> Floor  
Sacramento, CA 95814  
Facsimile: (916) 321-4555

If to Grantee (STATE):

California State Parks  
Capital District  
ATTN: Catherine Taylor, District Superintendent  
111 "I" Street  
Sacramento, CA 95814  
Facsimile: (916) 327-5655

29. THIS AGREEMENT HAS NO FORCE AND EFFECT AND IS NOT BINDING ON THE STATE OF CALIFORNIA UNTIL AND UNLESS IT IS AUTHORIZED BY THE STATE PUBLIC WORKS BOARD AT A DULY NOTICED PUBLIC MEETING AND APPROVED BY THE CALIFORNIA STATE DEPARTMENT OF GENERAL SERVICES.

Approval Recommended: \_\_\_\_\_

Ken Anderson, Chief  
Acquisition and Real Property Services Division

**EXHIBIT B**

**TO THE MASTER AGREEMENT  
FOR THE DEVELOPMENT OF  
THE CALIFORNIA INDIAN HERITAGE CENTER AND STATE PARK**

**GROUND LEASE**

This Ground Lease ("Lease") is entered into as of \_\_\_\_\_, 200\_, by and between the REDEVELOPMENT AGENCY OF THE CITY OF WEST SACRAMENTO, a California redevelopment agency ("Lessor"), and the STATE OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION, a division of the State of California ("Lessee") (collectively, the "Parties").

**RECITALS**

WHEREAS, Lessor is the owner of the real property (the "Property") described in Exhibit A, attached hereto and incorporated herein; and

WHEREAS, Lessor desires to lease the Property to Lessee so that Lessee may conduct environmental studies, preliminary planning and design prior to the exercise of the Option for the Property pursuant to that certain Option Agreement between Lessor and Lessee.

NOW THEREFORE, IT IS HEREBY MUTUALLY AGREED as follows:

Section 1. Premises. Lessor hereby leases to Lessee in exchange for valuable consideration the Property consistent with the terms herein.

Section 2. Term. The term of this Lease shall commence upon final approval by the City Council (as described in the Master Agreement) of the General Plan for the California Indian Heritage Center, and shall end upon either the exercise or termination of the Option to acquire the Property as provided in the Option Agreement, unless such term is sooner terminated as hereinafter provided.

Section 3. Purpose. Lessee shall use the Property solely for the purpose of conducting environmental studies and examining and surveying the Property, as necessary, for planning and design. Lessee shall make no physical changes to the Property, and Lessee shall not limit public access the Property except with advance written approval from Lessor or in order to protect public health and safety. In addition, use of the Property for any reason, except as outlined in the section, shall also require advance written approval from Lessor.

Section 4. Owner in Fee. Lessor covenants that it is the owner in fee title of the Property described in Exhibit A.

Section 5. Assignment and Subleases. Lessee may not assign its rights under this Lease without the written consent of Lessor.

Section 6. Right of Entry. Lessor or its duly authorized representatives may enter upon the Property at any reasonable time to inspect the same or to conduct any testing of the



Property. Lessor shall not make any physical changes to the Property, except as necessary in order to protect public health and safety.

Section 7. Surrender of Possession. Lessee agrees, upon the termination of this Lease for any reason, that Lessee loses all of the rights it has to enter upon the Property provided by this Lease.

Section 8. Default. In the event that Lessee shall be in default in the performance of any obligation on its part to be performed under the terms of this Lease, which default continues for thirty (30) days following notice and demand for correction thereof to Lessee from Lessor, Lessor may exercise any and all remedies granted by law. Further, in the event of a noncurable default, or in the event that Lessee has not reasonably attempted to cure any default within the thirty (30) days following notice and demand for correction, Lessor may terminate this Lease upon thirty (30) days' written notice of termination to Lessee.

Section 9. Indemnification. Lessee shall indemnify, defend (with legal counsel acceptable to Lessor) and hold harmless Lessor and the City, their officers, officials, employees, agents, invitees, and volunteers for any and all claims, suits, actions, damages (including reasonable attorney fees), demands, costs or expenses of any kind or nature by or in favor of any person or entity for any and all loss of life, bodily or personal injury or property damage to the extent arising directly or indirectly out of or from or on account of or in any way related to any activities performed pursuant to this Lease, except such loss or damage which was caused by the sole negligence or willful misconduct of Lessor or the City.

Section 10. Eminent Domain. In the event whole or any part of the Property is taken by eminent domain, Lessee shall not be entitled to any compensation or any portion of any award made to the City or Lessor.

Section 11. Partial Invalidity. If any one or more of the terms, provisions, covenants, or conditions of this Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provision, covenants and conditions of this Lease shall be affected thereby, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 12. Negation of Joint Venture Between Lessor and Lessee. Nothing herein contained shall be in any way construed as expressing or implying that the Parties hereto have joined together in any joint venture or partnership or in any manner have agreed to or are contemplating the sharing of profits and losses among themselves in relation to any matter relating to this Lease.

Section 13. Discrimination. Lessee, its employees and agents, shall not discriminate because of race, age, religion, color, ancestry, sex, physical handicap or national origin, against any person in anyway to the Property or this Lease.

Section 14. Approvals. Whenever consent or approval of either party is required, that party shall not unreasonably withhold such consent or approval. Such consent or approval by Lessor shall only be given in writing, signed by the City Manager or his/her designee. Such consent or approval by Lessee shall be in writing, signed by Lessee's designee.

Section 15. Waivers and Amendments. All waivers of the provisions of this Lease must be in writing and signed by the appropriate official of Lessor or Lessee, and all amendments hereto must be in writing and signed by the appropriate official of Lessor and Lessee. No waiver of any breach of any term or provision of this Lease shall constitute a waiver of any other or future breach of the same or any other term or provision of this Lease.

Section 16. Nonliability of Lessor's and City's Officials, Officers and Employees. No official, officer or employee of Lessor or City shall be personally liable to Lessee, or any successor in interest, in the event of any default or breach by the Lessor for any amount which may become due to Lessee or successor or on any obligation under the terms of this Lease. In such event, Lessee agrees not to bring suit against any such official, officer or employee.

Section 17. Notices. All notices, statements, demands, consents, approvals, authorizations, offers, designations, requests or other communications hereunder by either party to the other shall be in writing and shall be sufficiently given and mailed by United States registered or certified mail, return receipt requested, postage prepaid, and, if to Lessor, addressed to Lessor as follows:

Redevelopment Agency of the City of West Sacramento  
1110 West Capitol Avenue  
West Sacramento, CA 95691  
ATTN: Executive Director

or, if to Lessee, addressed to Lessee as follows:

California State Parks  
Capitol District  
111 "I" Street  
Sacramento, CA 95814  
ATTN: Catherine Taylor, Superintendent, Capital District

Section 18. Compliance. Lessee shall be responsible, during the term of the Lease, for complying with all laws, including federal, state and local, relating to the Property. Lessor shall cooperate with Lessee to the extent reasonable to assist Lessee in complying with any legal requirements related to the Property.

Section 19. Further Assurances. Lessor and Lessee covenant and agree to execute such further documents and instruments as may be necessary to fully carry out the intent of this Lease.

Section 20. Time. Time is of the essence of each and every provision of this Lease.

Section 21. Section Headings. All section headings contained herein are for convenience or reference only and are not intended to define or limit the scope of any provision of this Lease.

Section 22. Execution in Counterparts. This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same lease. It is also agreed that separate counterparts of this Lease may separately be executed by Lessor and Lessee, all with the same force and effect as though the same counterpart had been executed by both Lessor and Lessee.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.  
REDEVELOPMENT AGENCY OF THE CITY OF WEST SACRAMENTO

---

Toby Ross, Executive Director

STATE OF CALIFORNIA  
Department of Parks and Recreation

---

Stephen R. Lehman, Deputy Director  
Acquisition and Development

## EXHIBIT C

# TO THE MASTER AGREEMENT BY AND AMONG THE REDEVELOPMENT AGENCY OF THE CITY OF WEST SACRAMENTO, THE CITY OF WEST SACRAMENTO, AND CALIFORNIA STATE PARKS WITH THE CONCURRENCE OF THE CIHC TASK FORCE FOR THE DEVELOPMENT OF THE CALIFORNIA INDIAN HERITAGE CENTER AND STATE PARK

## MANAGEMENT AND OPERATIONS PLAN

### GOVERNANCE

The California Indian Heritage Center ("CIHC") will be owned and operated by California State Parks, Capital District State Museums and Historic Parks, with the assistance of the California Indian Heritage Center Foundation ("CIHCF"), a 501(c)(3) nonprofit, public benefit corporation. The CIHCF will assist State Parks in fulfilling its mission in interpretive, educational and exhibition programming for the Center. The CIHCF relationship with State Parks will be formalized through a Cooperating Association Agreement to be signed between California State Parks and the CIHCF prior to opening of the CIHC. Additionally, it may also be further memorialized through other agreements as may be deemed necessary and appropriate for the proper functioning of the Foundation in fund development activities to build and operate the Center.

It is envisioned that the Center will have a Director to oversee the day-to-day management and operation of the facility. Additional staff will include the following subject areas: interpretation/tour guide, maintenance, retail, museum collections, marketing and fund development, public safety staff, and business management and administrative staff.

### HOURS

The State Park area will be open 7 days per week from dawn to dusk, with access to the river available to visitors. The California Indian Heritage Center will be open 7 days per week from 10:00 a.m. to 5:00 p.m., except for Thanksgiving, Christmas and New Years Days – consistent with standard policy for area State Park operations. Certain evening facility rentals may occur on an occasional basis, and regular community use of facilities may be entertained for no or low cost to encourage community participation in the center. Admission discount and/or membership programs will be explored with the local community for the purpose of fostering greater community involvement in the center. Programming may also occur after daylight hours, however, it will be limited to educational programs and limited in number of participants. No permanent camping facilities or accommodations will be constructed or operated on the property.

### PROGRAMS AND EVENTS

The California Indian Heritage Center is envisioned as world-class facility which showcases the rich cultural diversity of California Indian people through indoor and outdoor interpretive programs, tours, exhibits and cultural activities. A regular School Tour program is planned for spring and fall months. Coordination of programs with the local school district, Arts and Cultural Resources Commission, and the local Parks and Recreation Commission in West Sacramento will be fostered in order to encourage regular community participation in the center and its

activities. An Interpretive Prospectus for the project is available for review online at [www.parks.ca.gov/CIHC](http://www.parks.ca.gov/CIHC). This prospectus provides a broad overview of the themes and programs which are planned for the Center. Through more detailed design development of the project, these themes and programs will be refined and confirmed.

## **MAINTENANCE**

Specific guidelines and standards for maintenance and operation of State Park units are outlined in the Department Operations Manual (DOM) and Department Administrative Manual (DAM). Operation of the facility will conform with these standards.

Regular facility maintenance is conducted by California State Parks, Capital District Maintenance Team. The maintenance team consists of nearly two-dozen highly and moderately skilled individuals in the following positions: restoration specialist, museum electrician, mechanical engineer, stationary engineer, wood working/metal working, general laborers, maintenance aides, and a variety of other classifications to support a broad range of maintenance needs within the District. The Capital District Maintenance Team is led by a Maintenance Chief III (the highest maintenance manager classification in State Parks), two Maintenance Chiefs I and one Maintenance Supervisor.

Ongoing (housekeeping and one to three year repairs), major (three to five year), and deferred maintenance are scheduled through the Department's computerized asset management program (CAMP), and funded through extraordinary funds allocated to the Capital District under Category I Park Maintenance Fund or Roads funds. CAMP also provides a tracking system for ongoing Capital Improvement projects to be suggested for funding through the Department's regular Capital Outlay program through the State Budget process.

## **SAFETY AND SECURITY**

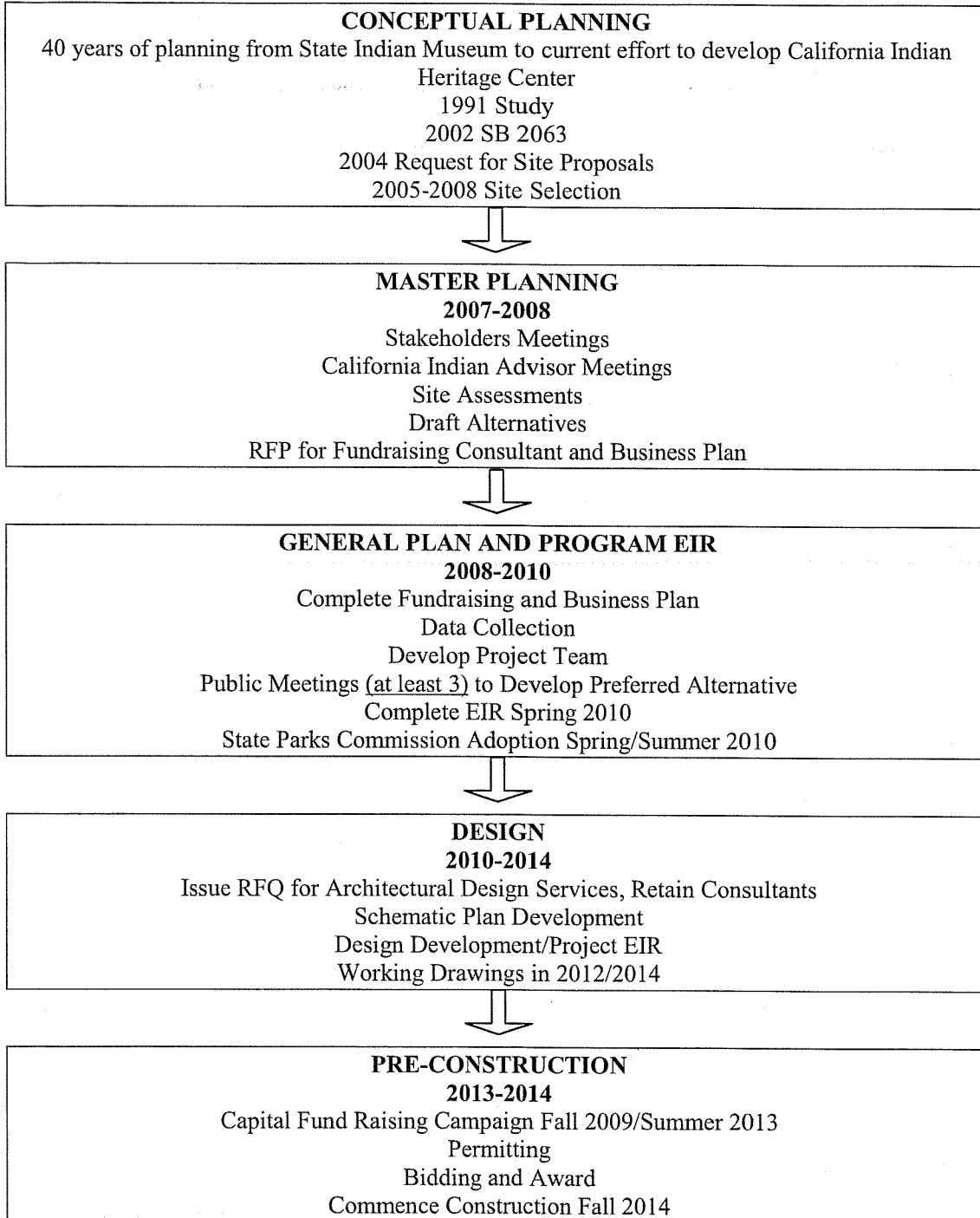
Safety and security of the CIHC will be provided by the Capital District's Public Safety Team which consists of 7 rangers assigned to park units within the District. The Public Safety Team also conducts regular patrols in two-person teams.

With regard to the CIHC, law enforcement will be conducted in accordance with an MOU to be prepared between California State Parks Capital District and the City of West Sacramento. The MOU will be consistent with the security performance measures and the security performance standards to be developed during the project planning process.

Among the performance measures and standards included in and consistent with that MOU shall be a provision that STATE PARKS shall provide patrol and security services on the Property, including assignment of sworn officers, at a level comparable to other state park units with similar characteristics including setting within the urban area, size of property, value of improvements, and number of visitors and public safety issues and occurrences. STATE PARKS shall patrol the entire Riverfront Path from the Broderick Boat Ramp to the Department of Water Resources property (APN 014-131-02).

**EXHIBIT D  
TO THE MASTER AGREEMENT**

**PLANNING PROCESS FLOW CHART**



**OPENING IN SUMMER 2016**

## Exhibit E

### CIHC Project Schedule of Performance

Activity	Target Start Date	Target Completion Date	Default Completion Date
Execute Master Agreement		Spring 2008	September 1, 2008
I. General Planning / Program EIR			
General Plan Preparation – Scoping, Preparation of Preferred Alternatives	Summer 2008	Fall 2008	
Draft Environmental Impact Report (DEIR) with Public Hearing Process	Fall 2008	Fall 2009	
Certification of Final Program Level EIR	Fall 2009	Spring/Summer 2010	
Adoption of General Plan	Spring 2010	Spring/Summer 2010	December 31, 2010
II. Design / Project EIR			
Schematic Design	Summer 2010	Summer 2011	
Prepare Draft Project Level EIR	Summer 2010	Summer 2012	
Preliminary Plans (Phase One)	Summer 2011	Summer 2012	
Approval to Proceed with Working Drawings	Summer 2012	Summer 2013	
Prepare Construction Documents (Phase 1)	Summer 2012	Summer 2014	June 30, 2015
III. Pre-Construction			
Environmental Permitting	Fall 2012	Winter 2014	
Phase One Funding in Place	Summer 2013	Summer 2014	
Approval to Proceed to Bid	Summer 2014	Summer 2015	
Exercise Option Agreement	Summer 2014	Summer 2015	
Finalize Land Transaction (180 day escrow)	Summer 2014	Summer 2015	December 31, 2015
IV. Construction			
Construction Start (Phase One)	Fall 2014	Summer 2016	
Projected Opening Date	Summer 2016	Summer 2018	June 30, 2018



# FINAL ENGINEER'S REPORT

## WEST SACRAMENTO AREA FLOOD CONTROL AGENCY ASSESSMENT DISTRICT



**Prepared for:**  
City of West Sacramento and  
West Sacramento Area Flood Control Agency

**Prepared by:**  
PB

July 16, 2007



# **ENGINEER'S REPORT**

## **WEST SACRAMENTO AREA FLOOD CONTROL AGENCY ASSESSMENT DISTRICT**

**Prepared for:**

City of West Sacramento and  
West Sacramento Area Flood Control Agency

**Prepared by:**

PB

**July 16, 2007**

# TABLE OF CONTENTS

List of Figures.....	ii
List of Tables .....	ii
<b>1.0 INTRODUCTION.....</b>	<b>1-1</b>
1.1 Background .....	1-1
1.2 Purpose of Engineer’s Report.....	1-2
1.3 Authority.....	1-2
<b>2.0 DESCRIPTION OF FUNDED PROJECTS AND ACTIVITIES.....</b>	<b>2-1</b>
2.1 General.....	2-1
2.2 Types of Levee Improvements .....	2-1
2.3 Funded Projects .....	2-4
2.4 Operation and Maintenance .....	2-4
2.5 WSAFCA Startup Activities .....	2-4
2.6 Advances for Levee Investigations .....	2-4
<b>3.0 ESTIMATED COST OF FUNDED PROJECTS AND ACTIVITIES .....</b>	<b>3-1</b>
3.1 General.....	3-1
3.2 Cost Sharing Assumptions .....	3-1
3.3 Estimated Capital Program Costs.....	3-2
3.4 Operation and Maintenance .....	3-4
<b>4.0 FINANCING PLAN.....</b>	<b>4-1</b>
4.1 General.....	4-1
4.2 Key Assumptions.....	4-1
4.3 Cash Flow Analysis .....	4-1
<b>5.0 ASSESSMENT METHODOLOGY .....</b>	<b>5-1</b>
5.1 General.....	5-1
5.2 Flood Damage Reduction Benefit.....	5-1
5.2.1 Structure and Content Damage.....	5-2
5.2.2 Damage to Land .....	5-5
5.2.3 Total Relative Flood Damage Reduction Benefit .....	5-6
5.3 District Boundary .....	5-6

5.4	Assessment Spread.....	5-6
5.5	Example Assessment Calculations .....	5-8
5.6	Special Procedures.....	5-11
5.7	Elimination of Existing Assessment District .....	5-12
6.0	CONCLUSION .....	6-1
7.0	SCHEDULE.....	7-1
	Appendix A: Assessment Equations.....	A-1
	Appendix B: Assessment Roll .....	B-1

## LIST OF FIGURES

Figure 2-1:	City of West Sacramento Levee System .....	2-2
Figure 5-1:	Flood Depth Zones .....	5-3

## LIST OF TABLES

Table 2-1:	Project Features.....	2-5
Table 3-1:	Cost Share Scenarios.....	3-1
Table 3-2:	Estimated Capital Program Costs by Levee Reach .....	3-3
Table 3-3:	Allocation of Maintenance Costs.....	3-4
Table 4-1:	Cash Flow Analysis – Points in Time.....	4-4
Table 4-2:	Cash Flow Analysis – Cumulative Totals.....	4-5
Table 4-3:	Cash Flow Analysis – Annual Projection .....	4-6
Table 5-1:	Relative Structure Value.....	5-2
Table 5-2:	Percent Damage to Structure and Contents .....	5-4
Table 5-3:	Relative Land Damage.....	5-6
Table 5-4:	Assessment Rates .....	5-6
Table 5-5:	Relative Flood Damages and Assessments by Land Use.....	5-7
Table 5-6:	Building and Parcel Rates by Land Use.....	5-10

## 1.0 INTRODUCTION

### 1.1 BACKGROUND

The West Sacramento Area Flood Control Agency (WSAFCA) is a Joint Powers Authority (JPA) created in 1994 through a Joint Exercise of Powers Agreement by the City of West Sacramento (City), Reclamation District 900 (RD 900) and Reclamation District 537 (RD 537). WSAFCA was established to coordinate the planning and construction of flood protection facilities within the boundaries of the JPA and to finance the local share of flood control projects.

WSAFCA formed an assessment district in 1995 to fund the local cost share of the West Sacramento Project, which is part of the federal Sacramento Metro Area project authorized by the Water Resources Development Act (WRDA) of 1992. The WSAFCA assessment is currently funding geotechnical and engineering investigations of the Sacramento River levees and the southern boundary cross levee in the Southport area. The maximum total WSAFCA assessment amount is \$5.85 million. Upon completion of the current levee investigation work, WSAFCA will have reached its maximum spending amount and will be unable to fund additional levee investigations or the construction of additional flood control improvements.

RD 900 is responsible for operating and maintaining the detention basins and pump stations, as well as the majority of the levees protecting the City of West Sacramento. RD 900 imposes an annual Operation and Maintenance Assessment on properties within its jurisdictional boundary to pay for the cost of operation and maintenance of this system of levees and flood control facilities. When the WSAFCA assessment district was formed in 1994, RD 900 reduced its Operations and Maintenance Assessment by 50-percent. The cost to adequately operate and maintain the levees and other flood control facilities requires an increase in RD 900 revenue.

The City, RD 900 and RD 537 have actively pursued the goal of providing reliable flood protection for the West Sacramento area. Working through WSAFCA, and in coordination with the U.S. Army Corps of Engineers (USACE), the California Reclamation Board (The Reclamation Board), and the California Department of Water Resources (DWR), two major flood control projects have been completed. The first was constructed in 1990 to 1993 as part of the Sacramento Urban Levee Reconstruction Project. This project placed a stability berm and related features to address through-seepage along the entire length of the Sacramento River levee bordering the Southport area. The second project was the West Sacramento Project. Constructed between 1998 and 2002, it involved raising more than a mile of the south levee of the Sacramento Bypass by up to 5 feet and raising 4.5 miles of the Yolo Bypass levee by up to 5.5 feet. The West Sacramento Project was designed to provide the City with greater than a 200 year level of protection.

However, even as design work was nearing completion on the West Sacramento Project, under-seepage was noted along the Sacramento Bypass levee in 1997 and stability issues became apparent in 1998 along the RD 537 levee. The City and RD 900 requested the USACE to conduct additional geotechnical investigations and incorporate design changes to address these issues. As a result, the completed West Sacramento Project included the entire reconstruction of one section of RD 537 levee to replace the original clay and organic material with engineered fill, and the placement of a 60 to 70 feet deep slurry wall to control under-seepage along the segment where the Sacramento Bypass and Yolo Bypass levees intersect.

In the wake of the 1997 storms, the USACE identified under-seepage as an area of concern. Only recently, the USACE has issued revised federal levee design criteria to provide a consistent approach for addressing potential levee under-seepage. The geotechnical and engineering investigations currently being conducted for West Sacramento levees have utilized the revised federal levee design criteria. The current engineering analysis has resulted in the identification of levee deficiencies and necessary improvements to provide a 200-year level of flood protection for West Sacramento. Levee evaluation studies have identified significant work needed to meet the FEMA 100-year minimum standard level of flood protection.

## **1.2 PURPOSE OF ENGINEER'S REPORT**

The purpose of this Engineer's Report is to support the creation of a new special benefit assessment district to provide approximately half the local share of the cost of constructing and maintaining the improvements that, based on current engineering and information, are needed to achieve the City's 200-year flood protection goals. This new special benefit assessment district, which would be known as the West Sacramento Area Flood Control Agency Assessment District (the "District"), would replace WSAFCA's existing assessment district. The District would include all properties located within the JPA boundaries. The JPA boundary is the boundary of the City of West Sacramento.

This Engineer's Report proposes a financial structure for the District. Section 2 of the report identifies the improvements that would be funded; Section 3 provides an estimate of the total cost of these improvements and the share of this cost that is allocable to the JPA; Section 4 describes a financing plan for providing this cost share; and Section 5 describes the assessment methodology, including the boundaries of the District and the flood damage reduction benefits that are used to proportionally spread the assessments among the properties in the District, the assessment equations that guide this spread, and sample calculations.

An Assessment Roll (Appendix B) has been prepared that identifies the proposed initial annual assessments for each individual parcel within the District.

## **1.3 AUTHORITY**

The proposed District is being formed by WSAFCA under the Benefit Assessment Act of 1982<sup>1</sup> (the 1982 Act) and Article 4 (commencing with Section 6584 of the Government Code) of the Joint Exercise of Powers Act. Government Code Section 54710.5 in the 1982 Act authorizes agencies that are authorized to provide flood control services, which include the City and the Reclamation District members of WSAFCA, to levy assessments to finance the cost of installation and improvement of facilities. Section 54710 of the 1982 Act authorizes such agencies to levy assessments to finance the operations cost of flood control services. The WSAFCA may exercise these assessment powers. The assessments authorized under the 1982 Act are levied annually based on a budget for expenditures. Government Code Section 6588 authorizes WSAFCA to issue revenue bonds secured by assessments.

---

<sup>1</sup> *Government Code Sections 54703 – 54719*

## 2.0 DESCRIPTION OF FUNDED PROJECTS AND ACTIVITIES

### 2.1 GENERAL

The District would provide approximately half the local share of the funding to complete the projects necessary to provide 200-year protection for West Sacramento, based on current information and engineering. These projects are described below. The descriptions are intended to be general enough to authorize any necessary or appropriate additional elements that may be required to accomplish the flood control objectives of the projects. Proposed levee improvements considered herein are based on HDR's on-going Problem Identification and Alternatives Analysis Study<sup>2</sup>. The District would also provide funding for required repairs to the Yolo Bypass levee and operation and maintenance of flood control facilities by the responsible agency (RD 900, RD 537 and the City for internal drainage facilities). Funds loaned to WSAFCA by the member agencies at the startup of the JPA in 1993 and 1994, and funds advanced from the City's General Fund for the levee investigation studies, are to be repaid from a combination of proceeds from District assessments and any In-Lieu Fee<sup>3</sup> revenue collected for flood control based on City Ordinance No. 07-11 enacting Chapter 15.50 related to 200 Year Flood Protection. These funded activities are also briefly described below.

### 2.2 TYPES OF LEVEE IMPROVEMENTS

The City of West Sacramento is bounded on the west by the Yolo Bypass, on the north by the Sacramento Bypass and the Sacramento River, on the east by the Sacramento River, and on the south by the cross levee that separates RD 900 and RD 999. Geotechnical investigations and engineering studies have recently been conducted on these levee reaches (Figure 2-1) by the WSAFCA and DWR. Although results are preliminary, these investigations conclude that mitigation measures are required to provide 200-year level of flood protection.

The levees were evaluated according to the latest USACE criteria for stability, seepage, erosion, geometry and freeboard. Mitigation measures to correct for existing deficiencies include the following:

#### Cutoff Walls

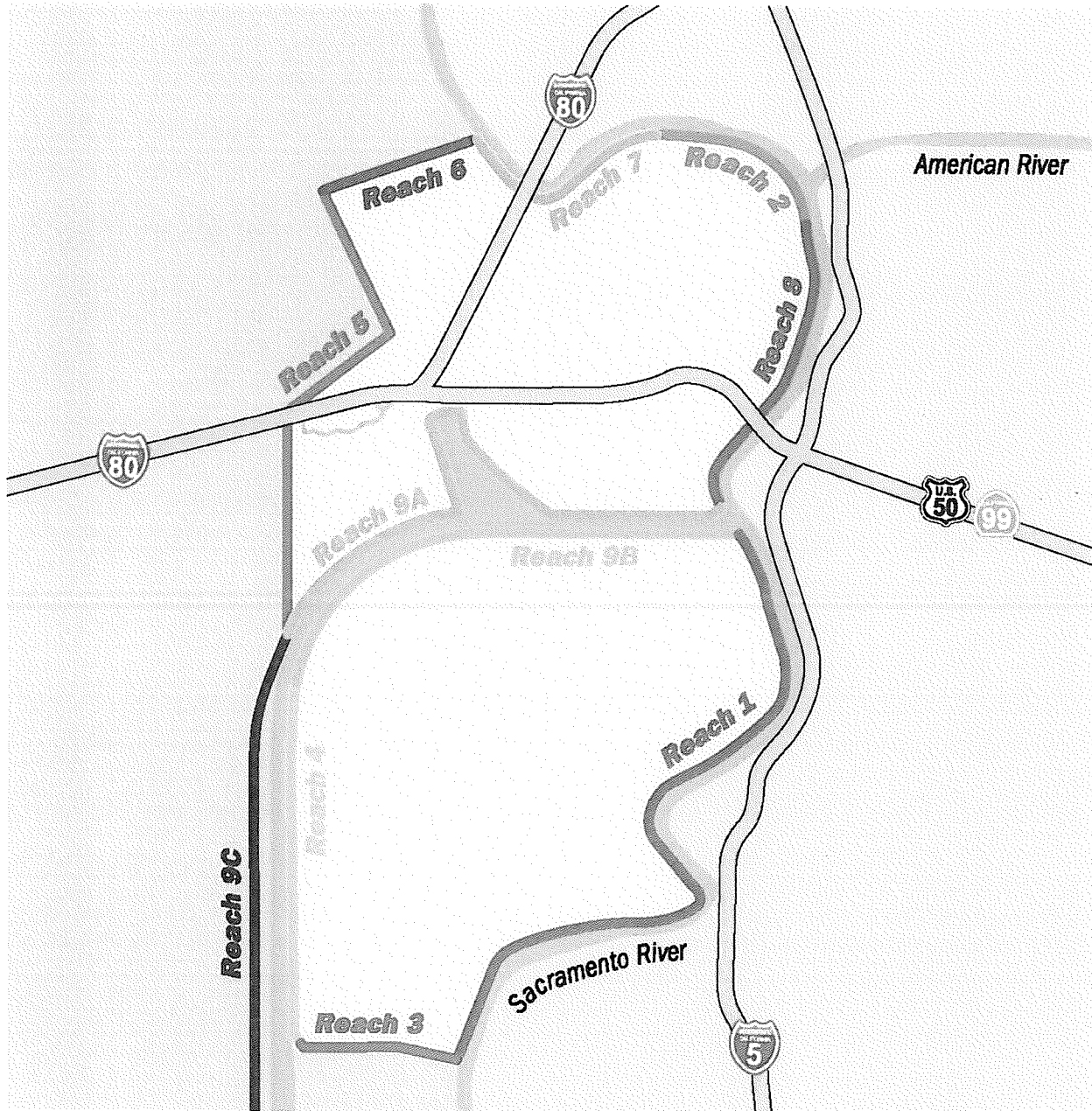
Cutoff walls reduce levee through-seepage and underseepage by providing a barrier of low permeability material through the levee and levee foundation where sandy or gravelly soils of higher permeability can transmit seepage during high water stages. Cutoff walls are installed to depths sufficient to minimize seepage both through the levee and beneath it. The depths for cutoff walls necessary to limit underseepage at the design water surface elevation to gradients specified by the USACE are determined by geotechnical analysis. Cutoff walls for underseepage are generally installed to depths that will tie in with existing impervious or lower permeability soil layers beneath the levee foundation. For cutoff walls up to 80 feet in depth a conventional

---

<sup>2</sup> Preliminary descriptions of levee repairs are presented in the Administrative Draft Interim Report – West Sacramento Levee System Repairs, West Sacramento Levee Evaluation Report, HDR, March 2, 2007.

<sup>3</sup> Public Review Draft Report, West Sacramento Flood 200 Year Flood Protection In-Lieu Fee Study, Economic & Planning Systems, April 11, 2007 and City Council adopted Resolution No. 07-34.

**FIGURE 2-1: CITY OF WEST SACRAMENTO LEVEE SYSTEM**



soil-cement-bentonite slurry wall is used. Where cutoff walls greater than 80 feet are required, a deep soil mix (DSM) wall is used.

### Seepage Berms

Seepage berms are wide embankments placed outward from the levee landside toe to lengthen the underseepage path and thereby lower the exit gradient of seepage through permeable layers under the levees to acceptable levels. Seepage berms typically extend 100 to 400 feet from the levee. The berm thickness depends on the severity of the seepage pressure, but generally berms are 5 feet thick near the landside toe and taper to a thickness of 3 feet at the prescribed distance from the toe. A seepage collection ditch likely will be constructed at the landward toe of all seepage berms.

### Relief Wells

Relief wells provide protection against levee underseepage by providing a path for underseepage to exit to the ground surface at the landside toe of the levee without creating sand boils or piping levee foundation materials. Relief wells are an option for addressing underseepage in reaches where continuous sand and gravel layers have been identified by the geotechnical analysis. Relief wells are constructed near the levee landside toe to provide pressure relief beneath surficial fine-grained soils. The wells are constructed using soil boring equipment to bore a hole vertically through the fine-grained blanket layer and into the coarse-grained aquifer layer beneath. Pipe casings and filters are installed to allow the pressurized water to flow to the ground surface, thereby relieving the pressures beneath the clay blanket. Relief wells either may discharge onto open ground or may require conveyance to a stormwater drainage system or a pump station. The wells require regular maintenance to ensure proper operation.

### Levee Raising

Freeboard deficiencies would be corrected by raising the levees to achieve the specifications established by the USACE. Freeboard deficiencies may be mitigated by crown-only raises or full levee raises:

- Crown-only raise—For a minor levee crown elevation raise (typically 6 inches or less), the recommended levee repair may be to raise the levee crown area only. However, a crown-only raise is feasible only where there is enough existing crown width to accommodate the raise without narrowing the crown to widths less than the minimum requirement, typically 20 feet.
- Full levee raise—For levees requiring a crown raise in excess of 6 inches, the required crown elevation can be met through full levee raises (i.e., an embankment raise from the landside or waterside toe [or both] upward to the increased crown elevation). This requires excavating the levee slope to provide a working platform, typically 10 feet wide, and rebuilding the levee to the appropriate elevation. The final levee configuration must meet the USACE criteria of a 20-foot-wide minimum crown, a 3:1 horizontal to vertical (3H:1V) waterside slope, and a 2H:1V landside slope. Landside slopes would be flattened to 3H:1V to provide additional slope stability.

### Levee Reshape and Slope Repair

Where the waterside slopes are steeper than deemed acceptable by the slope stability evaluation, the waterside slopes are laid back to meet USACE requirements of 3H:1V slope and to provide additional stability assurance. The crown width will remain the same, but may be shifted towards



the landside if possible. The landside slope will be built out from the new crown hinge point. This will include acquiring additional permanent easement at the landside toe to accommodate the increased levee footprint.

Slope repair involves taking any stone revetment off the waterside slope of the levee and excavating a 12 foot wide section. Imported material is used to rebuild the levee to meet the required slopes and the revetment placed back onto the slope.

### Erosion Control

Erosion protection would consist of the placement of rock revetment along the waterside slope of the levee at bank protection sites where erosion may threaten levee stability. Wherever possible, the bank protection would be designed both to control erosion and to maintain existing vegetation and instream woody material as much as possible. This can be accomplished by incorporating rock benches that serve as buffers against extreme toe scour and shear stress while providing space for planting riparian vegetation and creating a platform to support aquatic habitat features. Consideration is also being given to setting back the existing levee to re-establish a waterside river bank, provide slope stability and minimize the amount of rock that would be constructed in the river.

## **2.3 FUNDED PROJECTS**

Based on the geotechnical investigations and engineering studies to date, mitigation measures specific to each levee reach have been identified as provided in Table 2-1. Only preliminary analyses have been completed to date. The specific type and extent of improvements for each reach are subject to change as more detailed engineering evaluations are conducted.

## **2.4 OPERATION AND MAINTENANCE**

The operation and maintenance component of the District assessment would be used to fund the incremental increase in operation and maintenance costs attributable to the funded improvements and the aging of the flood control system over time. These activities would consist of regular urban levee maintenance; a variety of waterside and landside levee strengthening efforts, including bank protection, encroachment management, vegetation management, improved system access, levee monitoring and flood fight operations during a flood event; maintenance of internal drainage systems; and repairs to damaged infrastructure.

## **2.5 WSAFCA STARTUP ACTIVITIES**

When the WSAFCA was formed in 1994, the member agencies of the JPA loaned funds to WSAFCA to cover startup expenses. These advances are a District responsibility to be paid back to the member agencies from District assessment revenue.

## **2.6 ADVANCES FOR LEVEE INVESTIGATIONS**

The City advanced the WSAFCA funds to cover a portion of the cost of the current levee investigations and engineering studies. Such advances are eligible expenses from District assessment revenue.

**TABLE 2-1: PROJECT FEATURES**

Reach	Cutoff Wall Length (ft)	Seepage Berm Length (ft)	Relief Wells	Levee Raise Length (ft)	Levee Crown Regrade Length (ft)	Slope Flattening Length (ft)	Erosion Protection Length (ft)
1	5,700	20,950				31,250	11,900
2	2,800			100			
3	2,000			5,000			
4	2,200					600	1,000
5	7,100		Yes (3)			2,000	
6	3,000						3,200
7	5,800						
8	2,000			700		2,000	1,000
9A							TBD
9B	5,000						TBD
9C	4,500			43,400	18,000		TBD
<b>TOTAL</b>	<b>40,100</b>	<b>20,950</b>	<b>3</b>	<b>49,200</b>	<b>18,000</b>	<b>35,850</b>	<b>17,100</b>

### 3.0 ESTIMATED COST OF FUNDED PROJECTS AND ACTIVITIES

#### 3.1 GENERAL

This section discusses the estimated cost of the projects and activities that would be funded by the District and the assumptions underlying the determination of the local share of this cost.

#### 3.2 COST SHARING ASSUMPTIONS

The WSAFCA anticipates that virtually all of the funded capital improvement projects will be federally authorized and will be subject to cost sharing by the federal government and the State of California under established cost sharing guidelines. The specific cost share to be provided by the federal government for projects constructed using District funds is not known at this time. As a general rule, the cost share to be provided by the federal government for projects authorized prior to 1999 is 75 percent. For projects authorized in 1999 or after, this share is generally assumed to be 65 percent. Under applicable state law, local sponsors must provide at least 30 percent of the remaining non-federal share (35%) while the state provides a maximum of 70 percent. In practice, this means that for projects authorized prior to 1999, the local share of the total project cost is generally 7.5 percent; while for projects authorized in 1999 or later, the local share is assumed to be 10.5 percent.

However, because the majority of the proposed new levee improvements may require a new federal authorization, the determination of the local share of levee improvement costs was estimated by bracketing the range of federal and state contributions to determine a reasonable local match for future state and federal funds. The following outlines a low and high range of local contributions to the levee improvements based on varying levels of federal and state commitment and identifies the local funds assumed (Scenario 3) for purposes of the cash flow analysis in Section 4 of this Engineer's Report.

**TABLE 3-1: COST SHARE SCENARIOS**

Item	SCENARIO 1 Low Local Contribution (Historic Cost Sharing)	SCENARIO 2 High Local Contribution (No Federal Contribution – State / Local Funds Only)	SCENARIO 3 Doubling the Historic Local Contribution (Assumed for Cash Flow)
Federal	75.0%	00.0%	50.0%
State	14.5%	50.0%	29.0%
Local	10.5%	50.0%	21.0%
<b>TOTAL</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>

- Scenario 1 – Local Contribution (Historic Cost Sharing). Scenario 1 generally represents the historical cost sharing that has occurred in West Sacramento. The cost sharing percentages shown under Scenario 1 are generally based on federal projects that have been authorized

prior to 1999.<sup>4</sup> Future levee improvements in West Sacramento may not be funded using the historic cost sharing formulas assumed previously. Given competing priorities at the federal level, competition for federal appropriations and state bond funds for flood protection, and the timing implications that result from waiting for the federal authorization process to occur, West Sacramento must be more aggressive in its plans to provide a local match for levee improvements.

- Scenario 2 – High Local Contribution (No Federal Contribution – State / Local Funds Only). Scenario 2 assumes no federal contribution to future levee improvements in West Sacramento. Given the uncertainties in federal funding priorities and timing, this scenario assumes that the state and the local community fully fund all the levee improvements in West Sacramento. This scenario provides for significant local control over the funding plan by requiring that 50% of the costs for levee improvements be the responsibility of West Sacramento. Scenario 2 also increases the state share of the costs to 50% and assumes the state will use its Proposition 1E and Proposition 84 bond funds that were authorized for flood protection by the voters, in West Sacramento. However, the federal government has responsibility for improving levees and federal funding is expected to be available to improve flood protection systems. As a result, the cost sharing identified in Scenario 2 does not form the basis for calculating the District's share of project costs shown in this Engineer's Report.
- Scenario 3 – Doubling the Historic Local Contribution. Scenario 3 assumes that the historical local and state contributions are doubled and the federal share is reduced from 75% to 50%. This cost sharing approach is the basis for calculating the District's share of project costs shown in this Engineer's Report.

### 3.3 ESTIMATED CAPITAL PROGRAM COSTS

Table 3-2 shows total program costs are currently estimated to be \$400 million (current 2007 dollars). This cost includes improvements to the levees, the purchase of lands for levee improvements and mitigation, relocations of existing structures, project design, engineering, construction management, and funds set aside for contingency costs. Included in the \$400 million estimate is the cost of levee evaluation studies and environmental analysis, a general re-evaluation report, and economic analysis.

For the purpose of this study it has been assumed that the federal government will pay \$200 million (50%) of the estimated total project costs. The State of California is estimated to pay for \$116 million (29%) of the estimated project costs. The City's share of the project costs is estimated to be \$84 million (21%) of total project costs.

---

<sup>4</sup> The existing West Sacramento project was authorized prior to 1999 and as a result has a technical 7.5% local cost share requirement. However, because of other provisions of the cost sharing agreements that require locals funds for one hundred percent of lands, easements, and rights of way as in-kind contribution, in addition to requirements that a certain amount of funds being required as cash payment, the historic local share in West Sacramento has been closer to 10.5 percent.

**TABLE 3-2: ESTIMATED CAPITAL PROGRAM COSTS BY LEVEE REACH**

Reach	Lands & Mitigation	Geotechnical	Erosion	PD & E and CM <sup>5</sup>	Contingency	Total Costs
<b>Area 1 (HDR)</b>						
1	\$75,148,900	\$47,548,800	\$13,808,700	\$14,581,600	\$30,218,200	\$181,306,200
3	\$3,522,200	\$6,537,200	\$0	\$1,569,000	\$2,325,800	\$13,954,200
<b>Area 2 (HDR)</b>						
4	\$534,300	\$3,215,200	\$2,000,000	\$1,251,600	\$2,576,700	\$9,577,800
9A	\$50,000	-	\$2,500,000	\$600,000	\$1,260,000	\$4,410,000
9B	\$50,000	\$9,460,300	\$2,500,000	\$2,870,400	\$5,341,000	\$20,221,700
9C	\$8,835,600	\$19,288,200	\$5,000,000	\$5,829,200	\$13,949,000	\$52,902,000
<b>Area 2 (DWR)</b>						
2	\$3,152,500	\$4,830,800	-	\$1,159,400	\$3,202,000	\$12,344,700
5	\$3,743,500	\$12,244,500	-	\$2,902,600	\$6,614,000	\$25,504,600
6	\$725,700	\$3,821,700	\$6,400,000	\$2,453,200	\$5,093,600	\$18,494,200
7	\$2,058,500	\$8,512,400	-	\$2,043,000	\$4,416,000	\$17,029,900
8	\$5,293,000	\$5,658,400	\$7,000,000	\$3,038,000	\$7,789,000	\$28,778,400
West Sacramento Administrative Costs (5 years)						10,000,000
<b>Total</b>	<b>\$103,114,200</b>	<b>\$121,117,500</b>	<b>\$39,208,700</b>	<b>\$38,298,000</b>	<b>\$82,785,300</b>	<b>\$394,523,700</b>
Levee investigation studies, financing plan, hydrology analysis currently underway						\$5,476,300
<b>TOTAL</b>						<b>\$400,000,000</b>

<sup>5</sup> Planning, design and environmental analysis and construction management.

### 3.4 OPERATION AND MAINTENANCE

As a condition of securing federal and state cost sharing for all of the above projects, WSAFCA must provide assurances that the constructed improvements are maintained in accordance with adopted federal and state standards. These projects principally involve improvements to the existing levee system surrounding West Sacramento. WSAFCA has consulted with its member agencies responsible for maintaining the affected levees to develop an appropriate cost estimate for following through on the required assurances. The agencies have agreed on a cost formula that they believe will allow them to carry out the required maintenance effort. This formula is based on an estimate of the extent of the lands within each local maintenance district or agency and an estimate of the cost per acre of the maintenance effort. As set forth in Table 3-3, this formula assumes a total of \$588,000 is needed each year. This sum is subject to adjustment based on the actual needs of the maintaining agencies.

**TABLE 3-3: ALLOCATION OF MAINTENANCE COSTS**

<b>Maintenance Agency</b>	<b>Acres</b>	<b>Annual Levee or Interior Drainage Maintenance Cost</b>	<b>Cost per Acre</b>	<b>Percent of Total</b>
RD 900	12,500	\$500,000	\$40	85%
RD 537	1,000	\$40,000	\$40	7%
City	1,200	\$48,000	\$40	8%
<b>TOTAL</b>	<b>14,700</b>	<b>\$588,000</b>	<b>\$40</b>	<b>100%</b>

## 4.0 FINANCING PLAN

### 4.1 GENERAL

In order to determine the annual financing requirements necessary to fund WSAFCA's share of the total cost of the projects and activities covered by the District, WSAFCA created a cash flow analysis and financing plan representing the proposed timing for carrying out these projects and activities and the resulting funding demands on the Agency. The key assumptions supporting this analysis are outlined below.

### 4.2 KEY ASSUMPTIONS

The most important assumption in the cash flow analysis is that virtually all of the funded improvements will be subject to federal cost sharing. Many of these improvements are logical extensions of existing authorized projects for which it has been determined that a broadening of the project scope and lifting of the cost ceiling is required in order to secure the underlying Federal participation in the project. Such extensions are the predictable outcomes of changing circumstances and new engineering insights.

The cash flow analysis also assumes that there will be state cost sharing for all of the funded improvements. In most cases, it is assumed that this share will amount to on average 58 percent of the non-Federal cost of the improvements. This assumption is uncertain, however, because the State Department of Water Resources has not yet adopted regulations implementing Water Code Section 12585.7(d) (AB 1147, adopted in 2000).

The cash flow analysis assumes that WSAFCA and the state will take advantage of federal crediting mechanisms to accelerate the completion of some of the improvements that would be covered by the District. Specifically, the analysis assumes that the state will use its Proposition 1E and 84 bond funds, WSAFCA will use the bonding capacity of the District, and the City will utilize In-Lieu Fee revenue to construct substantial portions of the required levee improvements prior to the USACE's determination of a federal participation in the project.

### 4.3 CASH FLOW ANALYSIS

Tables 4-1, 4-2, 4-3 present the cash flow analysis that was prepared for purposes of providing an example of how the levee improvements identified in this Engineer's Report will be funded using local, state, and federal funds. The cash flow analysis shows the by the end of the funding plan, the shares of funding are projected to be:

Local	21%
State	29%
Federal	50%

Tables 4-1 and 4-2 summarize the cash flow projects for three points in time:

- The first five years of the project – 2007 through 2011. This period represents the time frame when the construction elements and associated design/engineering work are financed primarily from state and local funding sources.

- The completion of construction period – 2012 through 2014. During this period, construction is funded primarily from state and federal funding sources.
- The reconciliation/reimbursement period – This period represents the time frame when the construction is complete but the assessments and In-Lieu Fees continue to be collected to repay the Assessment Bonds and reimburse the WSAFCA member agencies and state for advancing funding above the cost sharing targets. The purpose of the reconciliation/reimbursement period is to show a mechanism to reach the targeted cost sharing amounts identified in this Engineer’s Report. However, to the extent that those cost sharing targets are modified, it is likely that the amount and structure of the reimbursements / reconciliations would be modified.

Table 4-1 shows the totals for each time frame. Table 4-2 shows cumulative totals since the start of the Project for each time frame. Table 4-3 shows an annual projection. The projections are meant to show the interaction of the various funding sources through the completion of the various elements of the flood control project.

It is likely that the timing of the actual receipt of revenues and construction of the project will vary from the cash flow projection. However, the fundamental relationships will remain the same. In the early years, state and local monies will be the primary source of project funding. Completion of the project will rely heavily on state and federal funding.

### **Revenues**

The cash flow analysis assumes an initial annual revenue from the assessment of \$2.9 million for levee improvements<sup>6</sup>. The assessments will be used to fund Project costs on a cash basis in the early years and then be used to fund assessment bond debt service after bonds are issued. The cash flow does not show the repayment of assessment debt. An escalation allowance of 2-percent per year will contribute to the increase over time in annual assessment revenue. This incremental increase in assessments is allocated to anticipate changes in project costs as more detailed engineering studies are completed. It is likely that as new development occurs within the City, the annual assessment revenue will increase over time. However, in order to be conservative, the assessment revenue assumed in the cash flow relies only on revenue that can be obtained based on the level of development that currently exists within the City. Should assessment revenue increase due to new development, it is possible that the project construction schedule could be accelerated or the cost sharing assumptions could be revisited.

In order to fund WSAFCA’s share of the total cost of the projects covered by the District, the cash flow analysis assumes that WSAFCA will issue assessment bonds in the amount of \$35.9 million in 2010. The cash flow analysis also recognizes \$1.35 million in funding from existing assessments and the City of West Sacramento’s loan of \$4 million.

---

<sup>6</sup> An additional \$588,000 will be collected by the assessment for operations and maintenance. However, operations and maintenance is not included in the cash flow analysis. Instead the focus of the cash flow analysis is to identify an example of how the project costs for levee improvements will be funded. The total amount of estimated assessment revenue accounts for potential delinquency.



### Expenditures

The middle section of Tables 4-1, 4-2, and 4-3 show the estimated timing of construction of the major elements of the Project. It is expected that construction will be completed by 2014, but this is dependent on the availability of federal funding.

### Reimbursements

The bottom portion of Tables 4-1, 4-2, and 4-3 show the timing of reimbursements from In-Lieu Fees, assessments, and other funding to repay the outstanding principal and interest (\$1.9 million) that remains from the 1994 loan from the member agencies to the WSAFCA (called the JPA 1994 loan), the City's \$4 million loan and state funding advances in excess of its funding target of 29%. The reimbursements shown in this cash flow are based on the following assumptions.

- The member agencies (RD 900, RD 537, and the City) will receive 1/30<sup>th</sup> of the \$1.9 million loan that was made to the WSAFCA including interest. Note: interest is not calculated in the cash flow analysis.
- City will receive all remaining funding available for reimbursement each year until \$4.0 million General Fund loan is repaid.
- After the City General Fund loan is repaid, the member agencies will receive all remaining funding available from reimbursement each year until JPA loan is repaid.
- Once the City General Fund loan and the JPA loan is repaid, the state will be reimbursed from the remaining cash balances until the State's funding match is reached. Advance funding from the state and potential reimbursements still need to be negotiated between the City of West Sacramento and the State.

**TABLE 4-1: CASH FLOW ANALYSIS – POINTS IN TIME**

Funding Source	2007-2011		2012-2014		2015-Buildout		Total After Reconciliation / Reimbursement	Percent
	First Five Years of Project	Percent	End of Construction	Percent	Reconciliation / Reimbursement Period	Percent		
<b>Revenues</b>								
<b>Local Funds</b>								
In-Lieu Fees	\$9,954,000	5%	\$6,867,000	3%	\$25,179,000	N.A.	\$42,000,000	11%
Annual Assessment (Proposed AD)	\$6,088,000	3%	[1] \$0	0%	[1] \$0	N.A.	\$6,088,000	2%
Assessment Bonds (Proposed AD)	\$35,912,000	20%	\$0	0%	\$0	N.A.	\$35,912,000	9%
Existing Assessment Revenue	\$1,350,000	1%	\$0	0%	(\$1,350,000)	N.A.	\$0	0%
General Fund Loan	\$4,000,000	2%	\$0	0%	(\$4,000,000)	N.A.	\$0	0%
<b>Subtotal Local Funds</b>	<b>\$57,304,000</b>	<b>31%</b>	<b>\$6,867,000</b>	<b>3%</b>	<b>\$19,829,000</b>	<b>N.A.</b>	<b>\$84,000,000</b>	<b>21%</b>
<b>State</b>	<b>\$118,446,000</b>	<b>64%</b>	<b>\$21,740,700</b>	<b>10%</b>	<b>(\$24,186,700)</b>	<b>N.A.</b>	<b>\$116,000,000</b>	<b>29%</b>
<b>Federal</b>	<b>\$8,000,000</b>	<b>4%</b>	<b>\$192,000,000</b>	<b>87%</b>	<b>\$0</b>	<b>N.A.</b>	<b>\$200,000,000</b>	<b>50%</b>
<b>Total Revenues</b>	<b>\$183,750,000</b>	<b>100%</b>	<b>\$220,607,700</b>	<b>100%</b>	<b>(\$4,357,700)</b>	<b>N.A.</b>	<b>\$400,000,000</b>	<b>100%</b>
<b>Expenses</b>								
<b>Project Costs</b>								
Levee Investigation, financing plan, hydrology, etc	(\$5,476,300)	3%	\$0	0%	\$0	0%	(\$5,476,300)	1%
Plans, Designs, & Environment (includes GRR & Economic)	(\$19,149,000)	10%	\$0	0%	\$0	0%	(\$19,149,000)	5%
Lands & Mitigation	(\$41,245,800)	22%	(\$61,868,400)	28%	\$0	0%	(\$103,114,200)	26%
Project Construction (includes const. mgmt)	(\$111,306,200)	61%	(\$150,954,300)	68%	\$0	0%	(\$262,260,500)	66%
Project Administration	(\$4,000,000)	2%	(\$6,000,000)	3%	\$0	0%	(\$10,000,000)	3%
<b>Subtotal Project Costs</b>	<b>(\$181,177,300)</b>	<b>99%</b>	<b>(\$218,822,700)</b>	<b>99%</b>	<b>\$0</b>	<b>0%</b>	<b>(\$400,000,000)</b>	<b>100%</b>
<b>Reconciliation/ Reimbursements</b>								
JPA Member Loan from 1994 [2]	(\$252,000)	0%	(\$215,000)	0%	(\$1,433,000)	6%		
General Fund Loan from 2006	(\$2,320,700)	1%	(\$1,570,000)	1%	(\$109,300)	0%		
State Funds	\$0	0%	\$0	0%	(\$24,186,700)	94%		
<b>Subtotal Reconciliation/ Reimbursements</b>	<b>(\$2,572,700)</b>	<b>1%</b>	<b>(\$1,785,000)</b>	<b>1%</b>	<b>(\$25,729,000)</b>	<b>100%</b>		
<b>Total Expenses</b>	<b>(\$183,750,000)</b>	<b>100%</b>	<b>(\$220,607,700)</b>	<b>100%</b>	<b>(\$25,729,000)</b>	<b>100%</b>		

"key\_cash2"

Note: Numbers may not total accurately due to rounding.  
 [1] Annual Assessments from proposed Assessment District after 2010 continue to be collected and are assumed to be used to fund debt service on bonds.  
 [2] JPA Member Loan is a liability that is transferred from the existing Assessment District to the proposed Assessment District.

Source: Economic & Planning Systems, April 25, 2007

**TABLE 4-2: CASH FLOW ANALYSIS – CUMULATIVE TOTALS**

Funding Source	Year Five of Project Cumulative to 2011	Percent	End of Construction Cumulative to 2014	Percent	Reconciliation / Reimbursement / Period Cumulative to Buildout	Percent	Total After Reconciliation / Reimbursement	Percent
<b>Revenues</b>								
<b>Local Funds</b>								
In-Lieu Fees	\$9,954,000	5%	\$16,821,000	4%	\$42,000,000	11%	\$42,000,000	11%
Annual Assessment (Proposed AD) [1]	\$6,088,000	3%	\$6,088,000	2%	\$6,088,000	2%	\$6,088,000	2%
Assessment Bonds (Proposed AD)	\$35,912,000	20%	\$35,912,000	9%	\$35,912,000	9%	\$35,912,000	9%
Existing Assessment Revenue	\$1,350,000	1%	\$1,350,000	0%	\$0	0%	\$0	0%
General Fund Loan	\$4,000,000	2%	\$4,000,000	1%	\$0	0%	\$0	0%
<b>Subtotal Local Funds</b>	<b>\$57,304,000</b>	<b>31%</b>	<b>\$64,171,000</b>	<b>16%</b>	<b>\$84,000,000</b>	<b>21%</b>	<b>\$84,000,000</b>	<b>21%</b>
State	\$118,446,000	64%	\$140,186,700	35%	\$116,000,000	29%	\$116,000,000	29%
Federal	\$8,000,000	4%	\$200,000,000	49%	\$200,000,000	50%	\$200,000,000	50%
<b>Total Revenues</b>	<b>\$183,750,000</b>	<b>100%</b>	<b>\$404,357,700</b>	<b>100%</b>	<b>\$400,000,000</b>	<b>100%</b>	<b>\$400,000,000</b>	<b>100%</b>
<b>Expenses</b>								
<b>Project Costs</b>								
Levee Investigation, financing plan, hydrology, etc	(\$5,476,300)	3%	(\$5,476,300)	1%	(\$5,476,300)	1%	(\$5,476,300)	1%
Plans, Designs, & Environment (includes GRR & Economic)	(\$19,149,000)	10%	(\$19,149,000)	5%	(\$19,149,000)	4%	(\$19,149,000)	5%
Lands & Mitigation	(\$41,245,800)	22%	(\$103,114,200)	26%	(\$103,114,200)	24%	(\$103,114,200)	26%
Project Construction (includes const. mgmt)	(\$111,306,200)	61%	(\$262,260,500)	65%	(\$262,260,500)	61%	(\$262,260,500)	66%
Project Administration	(\$4,000,000)	2%	(\$10,000,000)	2%	(\$10,000,000)	2%	(\$10,000,000)	3%
<b>Subtotal Project Costs</b>	<b>(\$181,177,300)</b>	<b>99%</b>	<b>(\$400,000,000)</b>	<b>99%</b>	<b>(\$400,000,000)</b>	<b>93%</b>	<b>(\$400,000,000)</b>	<b>100%</b>
<b>Reconciliation/ Reimbursements</b>								
General Fund Loan from 2006	(\$2,320,700)	1%	(\$3,890,700)	1%	(\$4,000,000)	1%	(\$4,000,000)	1%
JPA Member Loan from 1994 [2]	(\$252,000)	0%	(\$467,000)	0%	(\$1,900,000)	0%	(\$1,900,000)	0%
State Funds	\$0	0%	\$0	0%	(\$24,186,700)	6%	(\$24,186,700)	6%
<b>Subtotal Reconciliation/ Reimbursements</b>	<b>(\$2,572,700)</b>	<b>1%</b>	<b>(\$4,357,700)</b>	<b>1%</b>	<b>(\$30,086,700)</b>	<b>7%</b>	<b>(\$30,086,700)</b>	<b>7%</b>
<b>Total Expenses</b>	<b>(\$183,750,000)</b>	<b>100%</b>	<b>(\$404,357,700)</b>	<b>100%</b>	<b>(\$430,086,700)</b>	<b>100%</b>	<b>(\$430,086,700)</b>	<b>100%</b>

\*Key: cash/

Note: Numbers may not total accurately due to rounding.  
 [1] Annual Assessments from proposed Assessment District after 2010 continue to be collected and are assumed to be used to fund debt service on bonds.  
 [2] JPA Member Loan is a liability that is transferred from the existing Assessment District to the proposed Assessment District.  
 Source: ECONOMIC & FINANCING SYSTEMS, 2010.2.0, 2007

**TABLE 4-3: CASH FLOW ANALYSIS – ANNUAL PROJECTION**

Fiscal Year	Total [1]	Pre-2008	2008	2009	2010	2011	2012	2013	2014
<b>Beginning Balance</b>									
<b>Revenues [2]</b>									
Local Funds									
In-Lieu Fees	\$42,000,000	\$384,000	\$2,826,000	\$2,166,000	\$2,289,000	\$2,289,000	\$2,289,000	\$2,289,000	\$2,289,000
Annual Assessment (Proposed AD)	\$6,088,000	\$0	\$2,984,000	\$3,104,000	[3] \$0	[3] \$0	[3] \$0	[3] \$0	[3] \$0
Assessment Bonds (Proposed AD) [4]	\$35,912,000	\$0	\$0	\$0	\$35,912,000	\$0	\$0	\$0	\$0
Existing Assessment Revenue	\$1,350,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
General Fund Loan	\$4,000,000	\$4,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal Local Funds	\$89,350,000	\$5,734,000	\$5,810,000	\$5,270,000	\$38,201,000	\$2,289,000	\$2,289,000	\$2,289,000	\$2,289,000
State	\$140,186,700	\$0	\$3,810,000	\$8,066,000	\$35,329,000	\$71,241,000	\$21,740,700	\$0	\$0
Federal	\$200,000,000	\$0	\$8,000,000	\$0	\$0	\$0	\$49,500,000	\$71,241,000	\$71,259,000
<b>Total Revenues</b>	\$429,536,700	\$5,734,000	\$17,620,000	\$13,336,000	\$73,530,000	\$73,530,000	\$73,529,700	\$73,530,000	\$73,548,000
<b>Expenses</b>									
<b>Project Costs</b>									
Levee Investigation, financing plan, hydrology, etc	(\$5,476,300)	(\$5,476,300)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Plans, Designs, & Environment (includes GRR & Economic)	(\$19,149,000)	\$0	(\$6,363,000)	(\$12,766,000)	\$0	\$0	\$0	\$0	\$0
Lands & Mitigation	(\$103,114,200)	\$0	\$0	\$0	(\$20,622,900)	(\$20,622,900)	(\$20,622,600)	(\$20,622,900)	(\$20,622,900)
Project Construction (includes const. mgmt)	(\$262,260,500)	\$0	(\$10,670,000)	\$0	(\$50,318,100)	(\$50,318,100)	(\$50,318,100)	(\$50,318,100)	(\$50,318,100)
Project Administration	(\$10,000,000)	\$0	\$0	\$0	(\$2,000,000)	(\$2,000,000)	(\$2,000,000)	(\$2,000,000)	(\$2,000,000)
Subtotal Project Costs	(\$400,000,000)	(\$5,476,300)	(\$17,053,000)	(\$12,766,000)	(\$72,941,000)	(\$72,941,000)	(\$72,940,700)	(\$72,941,000)	(\$72,941,000)
<b>Reconciliation/ Reimbursements</b>									
In-Lieu Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Annual Assessment Revenue	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Assessment Bonds	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
JPA Member Loan from 1994 [5]	(\$1,300,000)	\$0	(\$63,000)	(\$63,000)	(\$63,000)	(\$63,000)	(\$63,000)	(\$63,000)	(\$63,000)
General Fund Loan from 2006	(\$4,000,000)	(\$257,700)	(\$504,000)	(\$507,000)	(\$526,000)	(\$526,000)	(\$526,000)	(\$526,000)	(\$518,000)
State Funds	(\$24,186,700)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Federal Funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal Reconciliation/ Reimbursements	(\$30,086,700)	(\$257,700)	(\$567,000)	(\$570,000)	(\$589,000)	(\$589,000)	(\$589,000)	(\$589,000)	(\$607,000)
<b>Total Expenses</b>	(\$430,086,700)	(\$5,734,000)	(\$17,620,000)	(\$13,336,000)	(\$73,530,000)	(\$73,530,000)	(\$73,529,700)	(\$73,530,000)	(\$73,548,000)
<b>Ending Balance [6]</b>		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

\*cash flow\*

[1] Cash flow based on cost sharing assumptions from Table 14 of the West Sacramento 200 Year Flood Protection In-Lieu Fee Study.  
 [2] Revenue totals do not match cost sharing assumptions from the West Sacramento 200 Year Flood Protection In-Lieu Fee Study due to advanced funding and repayment of loans.  
 [3] Annual Assessments from proposed Assessment District after 2010 continue to be collected and are assumed to be used to fund debt service on bonds.  
 [4] Assessment bonding revenues assumed not to reach full capacity. Should funding needs increase, additional bonding capacity from assessment revenue may be available.  
 [5] Loan provided JPA member agencies in 1993, 1999, and 2006. Loan amount accrues interest at 5 percent simple interest on principal only. As of June 30, 2006, the loan amount was \$1,906,894 (City=\$665,156, RD 900=\$799,549, and RD537=\$543,188). Future interest not shown in this cash flow.  
 [6] Any balance outstanding at the time of buildout will be paid for with surplus project revenue. Outstanding balance is a result of cost sharing assumptions

Source: Economic & Planning Systems, April 25, 2007

**TABLE 4-3: CASH FLOW ANALYSIS – ANNUAL PROJECTION (CONTINUED)**

Fiscal Year	2015	2016	2017	2018	2019	2020	2021
<b>Beginning Balance Revenues [2]</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Local Funds</b>							
In-Lieu Fees	\$2,289,000	\$2,289,000	\$2,289,000	\$2,289,000	\$2,289,000	\$2,289,000	\$2,289,000
Annual Assessment (Proposed AD)	[3] \$0	[3] \$0	[3] \$0	[3] \$0	[3] \$0	[3] \$0	[3] \$0
Assessment Bonds (Proposed AD) [4]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Existing Assessment Revenue	\$0	\$0	\$0	\$0	\$0	\$0	\$0
General Fund Loan	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Subtotal Local Funds</b>	<b>\$2,289,000</b>	<b>\$2,289,000</b>	<b>\$2,289,000</b>	<b>\$2,289,000</b>	<b>\$2,289,000</b>	<b>\$2,289,000</b>	<b>\$2,289,000</b>
State	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Federal	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Revenues</b>	<b>\$2,289,000</b>	<b>\$2,289,000</b>	<b>\$2,289,000</b>	<b>\$2,289,000</b>	<b>\$2,289,000</b>	<b>\$2,289,000</b>	<b>\$2,289,000</b>
<b>Expenses</b>							
<b>Project Costs</b>							
Levee Investigation, financing plan, hydrology, etc	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Plans, Designs, & Environment (includes GRR & Economic)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Lands & Mitigation	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Project Construction (includes const. mgmt)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Project Administration	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Subtotal Project Costs</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Reconciliation/ Reimbursements</b>							
In-Lieu Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Annual Assessment Revenue	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Assessment Bonds	\$0	\$0	\$0	\$0	\$0	\$0	\$0
JPA Member Loan from 1994 [5]	(\$1,433,000)	\$0	\$0	\$0	\$0	\$0	\$0
General Fund Loan from 2006	(\$109,300)	\$0	\$0	\$0	\$0	\$0	\$0
State Funds	(\$746,700)	(\$2,289,000)	(\$2,289,000)	(\$2,289,000)	(\$2,289,000)	(\$2,289,000)	(\$2,289,000)
Federal Funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Subtotal Reconciliation/ Reimbursements</b>	<b>(\$2,289,000)</b>	<b>(\$2,289,000)</b>	<b>(\$2,289,000)</b>	<b>(\$2,289,000)</b>	<b>(\$2,289,000)</b>	<b>(\$2,289,000)</b>	<b>(\$2,289,000)</b>
<b>Total Expenses</b>	<b>(\$2,289,000)</b>	<b>(\$2,289,000)</b>	<b>(\$2,289,000)</b>	<b>(\$2,289,000)</b>	<b>(\$2,289,000)</b>	<b>(\$2,289,000)</b>	<b>(\$2,289,000)</b>
<b>Ending Balance [6]</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

Source: Economic & Planning Systems, April 25, 2007

**TABLE 4-3: CASH FLOW ANALYSIS – ANNUAL PROJECTION (CONTINUED)**

Fiscal Year	2022	2023	2024	2025
<b>Beginning Balance</b>	\$0	\$0	\$0	\$0
<b>Revenues [2]</b>				
<b>Local Funds</b>				
In-Lieu Fees	\$2,289,000	\$2,289,000	\$2,289,000	\$2,289,000
Annual Assessment (Proposed AD)	[3] \$0	[3] \$0	[3] \$0	[3] \$0
Assessment Bonds (Proposed AD) [4]	\$0	\$0	\$0	\$0
Existing Assessment Revenue	\$0	\$0	\$0	\$0
General Fund Loan	\$0	\$0	\$0	\$0
<b>Subtotal Local Funds</b>	\$2,289,000	\$2,289,000	\$2,289,000	\$2,289,000
State	\$0	\$0	\$0	\$0
Federal	\$0	\$0	\$0	\$0
<b>Total Revenues</b>	\$2,289,000	\$2,289,000	\$2,289,000	\$2,289,000
<b>Expenses</b>				
<b>Project Costs</b>				
Levee Investigation, financing plan, hydrology, etc.	\$0	\$0	\$0	\$0
Plans, Designs, & Environment (includes GRR & Economic)	\$0	\$0	\$0	\$0
Lands & Mitigation	\$0	\$0	\$0	\$0
Project Construction (includes const. mgmt)	\$0	\$0	\$0	\$0
Project Administration	\$0	\$0	\$0	\$0
<b>Subtotal Project Costs</b>	\$0	\$0	\$0	\$0
<b>Reconciliation/ Reimbursements</b>				
In-Lieu Fees	\$0	\$0	\$0	\$0
Annual Assessment Revenue	\$0	\$0	\$0	\$0
Assessment Bonds	\$0	\$0	\$0	\$0
JPA Member Loan from 1994 [5]	\$0	\$0	\$0	\$0
General Fund Loan from 2006	\$0	\$0	\$0	\$0
State Funds	(\$2,289,000)	(\$2,289,000)	(\$2,289,000)	(\$2,839,000)
Federal Funds	\$0	\$0	\$0	\$0
<b>Subtotal Reconciliation/ Reimbursements</b>	(\$2,289,000)	(\$2,289,000)	(\$2,289,000)	(\$2,839,000)
<b>Total Expenses</b>	(\$2,289,000)	(\$2,289,000)	(\$2,289,000)	(\$2,839,000)
<b>Ending Balance [6]</b>	\$0	\$0	\$0	(\$550,000)

Source: Economic & Planning Systems, April 25, 2007

## **5.0 ASSESSMENT METHODOLOGY**

### **5.1 GENERAL**

Under Proposition 218, a governmental agency may fund public improvements by levying an assessment on the properties that would receive a special benefit from the improvements. A special benefit is a particular and distinct benefit over and above the general benefits conferred on real property located in the district or to the public at large. The cost of the improvements must be apportioned among the properties being assessed based on the proportionate special benefit these properties will receive. Moreover, the governmental agency must demonstrate through a balloting process, weighted to reflect these special benefits, that the ballots submitted in opposition to the assessment do not exceed the ballots submitted in favor of the assessment, weighted according to the proportional financial obligation of the affected property.

In this instance, the properties within the proposed new District will receive a special flood protection benefit in the form of a substantial reduction in expected flood damages. For a relatively wide range of flood events, these properties will escape all of the pre-project damages to structures, the contents of structures and the land comprising the property they could have otherwise suffered.

In addition to this special benefit, the flood control improvements funded by the new District will provide general benefits throughout the greater West Sacramento and Sacramento area. Such general benefits, which are not particular to any property, will include: the avoidance of flood damages to transportation infrastructure, places of employment, shopping centers and other retail services; in a major flood, streets and roads become impassable, preventing or at least disrupting the normal flow of traffic; employees are unable to go to work if their places of employment are flooded; emergency services are directed to provide assistance in the flooded areas, potentially reducing or delaying such services in the non-flooded areas of the community. With the implementation of flood control improvements, the regional employment base will be protected from short-term disruption and potential long-term relocation due to severe flooding.

The federal and state governments are expected to provide about 79 percent of the funding for the flood protection improvements. The special benefits provided by the improvements are not less than 21-percent of the total benefit, special and general.

The special flood damage reduction benefit provided by these flood control improvements will vary based on the size and use of the affected structures, and the relative size and location of the affected property. The sections that follow describe in detail the methodology that will be used to calculate these new assessments.

### **5.2 FLOOD DAMAGE REDUCTION BENEFIT**

The special flood damage reduction benefit that will be provided to all of the properties in the new District is based on avoidance of damage to structures, to the contents of the structures, and to land.

### 5.2.1 Structure and Content Damage

The USACE has defined potential flood damages to structures and contents by land use category:

- Industrial – losses and destruction of industrial properties, including warehouses, from inundation consist of fixtures and equipment, inventory, and structure.
- Commercial – structure value and content value including equipment and furniture, supplies, merchandise, and other items used in the conduct of business.
- Residential – physical damages to dwelling units (single-family, multi-family, and mobile homes) and to residential contents including household items and personal property.

To reflect relative differences in the exposure of structures and their contents to flood-related damages, a structure and content damage factor has been calculated based on the following:

- Relative structure values for residential, commercial, and industrial structures were determined using USACE data developed in connection with the American River Watershed Investigation<sup>7</sup>. These values represent gross averages for the different land uses based on the USACE estimates for structure replacement costs. They do not represent assessed value or current market value for any individual structure. Relative structure values in Table 5-1 are used in the assessment methodology to reflect the relative value relationships between land use categories.

**TABLE 5-1: RELATIVE STRUCTURE VALUE**

Land Use	Relative Structure Value (\$/SF)
Residential	60
Residential – Mobile Home	30
Commercial	70
Industrial	50

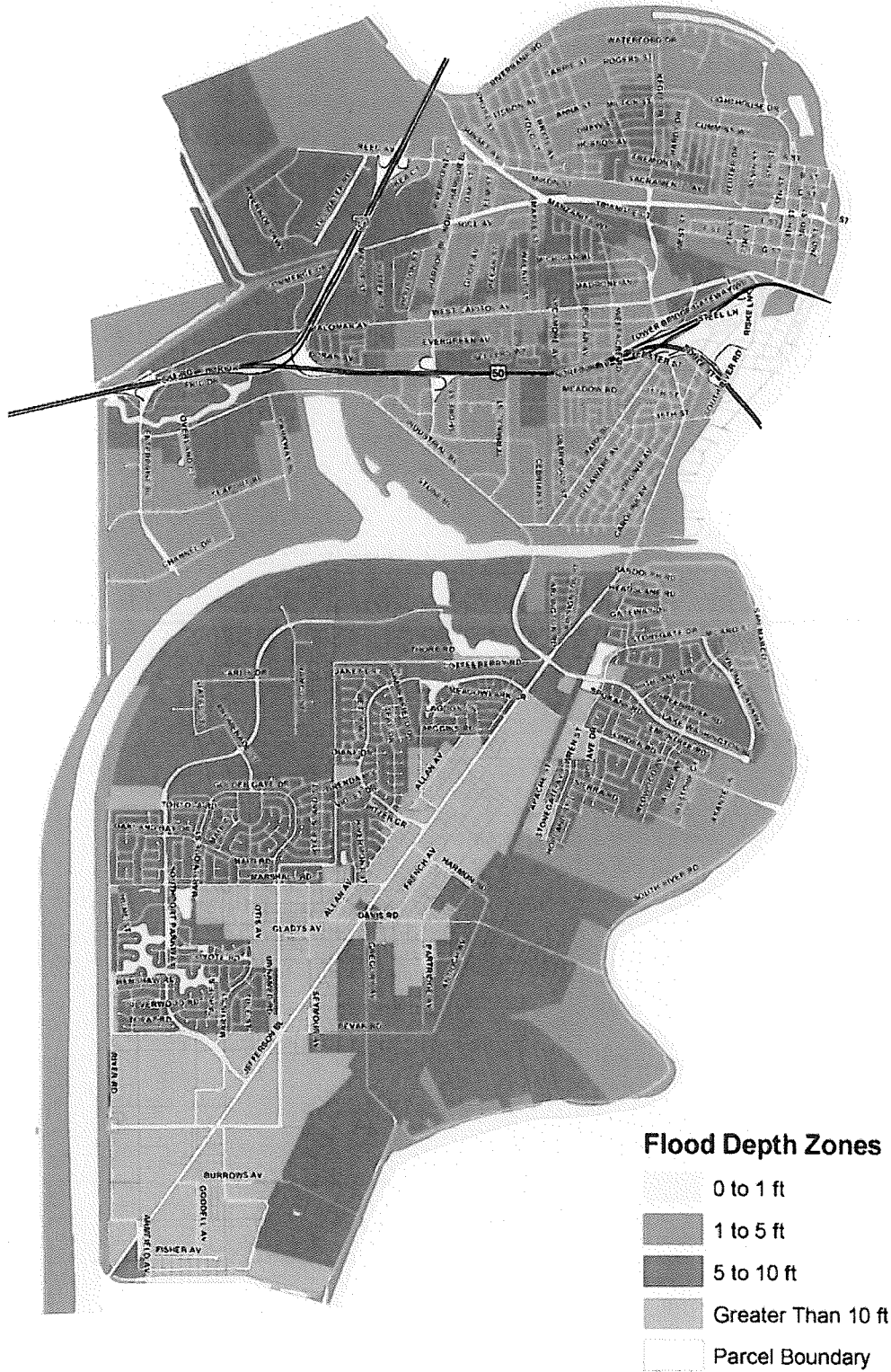
- Relative flood depths for the 100-year event were established by dividing the new assessment district into four depth zones (0 to 1 feet, 1 to 5 feet, 5 to 10 feet, and 10 feet or greater), as shown in Figure 5-1. These flood depth maps were derived from Flood Emergency Preparedness Mapping prepared by Wood Rodgers for the City of West Sacramento. Additional evaluation of potential shallow flooding of areas adjacent to the Sacramento River supplemented the Wood Rodgers flood depth maps.

---

<sup>7</sup> US Army Corps of Engineers, Sacramento District, American River Watershed Investigation, California, Feasibility Report, Parts I and II, Volumes 1 through 8, Appendixes A through T, December 1991.



**FIGURE 5-1: FLOOD DEPTH ZONES**



- The relationship between depth of flooding and damages to structure and contents was calculated for each land use category (residential, commercial, and industrial) and depth zone in the new assessment district using the depth-damage curves established for the USACE American River Watershed Investigation<sup>8</sup>. The depth-damage curves for residential structures used in the ARWI and in this report were developed by the Federal Insurance Administration (FIA). USACE damage surveys of flood damaged structures along Dry Creek in Roseville conducted immediately after the storm of February 1986 confirmed the reasonableness of these 1988 FIA depth-damage relationships. The commercial depth-damage curves used by the USACE in the ARWI and used in this report are based on depth-damage relationships developed by the Tennessee Valley Authority (TVA) for the Department of Housing and Urban Development (HUD). For the USACE Morrison Creek Investigation in Sacramento County, interviews with owners and managers of commercial buildings established depth-percent damage relationships that were very similar to those in the HUD study. The industrial depth-damage curves used by the USACE in the ARWI and used in this report were developed by the USACE from inventories of industrial structures in the ARWI study area.

The depth-damage relationships for structure and contents, expressed as a percent of the structure value, are shown in Table 5-2.

**TABLE 5-2: PERCENT DAMAGE TO STRUCTURE AND CONTENTS**

Land Use	Flood Depth Zones			
	Zone 0 0 to 1 ft	Zone 1 1 to 5 ft	Zone 2 5 to 10 ft	Zone 3 Greater than 10 ft
Residential	15%	33%	70%	79%
Commercial	20%	72%	125%	146%
Industrial	59%	74%	105%	136%

Flood damages to structures and their contents were calculated for each property in the new District using the following:

- An average first floor square footage of 900 SF was assigned for single family residential structures identified by Yolo County Assessor's Office as single-story structures having a total living area less than 1050 SF or multi-story structures having a total living area less than 2150 SF
- An average first floor square footage of 1375 SF was assigned for single family residential structures identified by the Yolo County Assessor's Office as single-story structures having a total living area greater than 1050 SF or multi-story structures having a total living area greater than 2150 SF

<sup>8</sup> US Army Corps of Engineers, Sacramento District, American River Watershed Investigation, California, Feasibility Report, Parts I and II, Volumes 1 through 8, Appendixes A through T, December 1991.

- An average first floor square footage of 800 SF was assumed for residential condominium units
- The aggregate of representative values for individual mobile home square footage was used for mobile home parks
- Estimates of actual first floor square footage was used for multi-family residential, commercial, industrial and public structures
- An appropriate structure value and depth-percent damage relationships for the particular land use was used.

For example, the relative structure and contents damages of a single-family residential structure with first floor square footage of 1200 SF and located in flood depth zone 1 (1 to 5 ft) would be calculated as follows:  $\$60/\text{sf} \times 1375 \text{ SF} \times 33\% = \$27,225$

### 5.2.2 Damage to Land

There are a number of factors that contribute to the flood damage reduction benefit to land, both vacant and improved. These include, but are not limited to, reduced cost of development, the ability to secure financing for urban development projects, reduced cost of flood insurance, changes in highest and best land use and preservation of land values. Based on information developed by a certified real estate appraiser for an existing flood control assessment district in Sacramento, and applying those results to West Sacramento, all parcels in the new assessment district would be subject to a ten-percent land damage factor. This is considered a conservatively low estimate of the assumed land damages that would occur in recognition that the affected parcels could be inundated by a major flood event.

The methodology to determine relative land values between land use types in West Sacramento was based on work completed in Sacramento with some modifications to reflect industrial land values in West Sacramento. As part of the Sacramento Area Flood Control Agency (SAFCA) 1990 Operation and Maintenance Assessment District No. 1 formation process, approximately 300,000 properties in the Sacramento County area were assigned a land value by an appraisal report based on land use, geographic location, parcel size and zoning. These base value estimates considered land alone, exclusive of any building improvements. The values derived are not assessed value or market value for any individual parcel of land. Rather they represent the value relationships between various land use classifications. For industrial land uses, land values specific to West Sacramento were used to develop an average for this category.

The resulting relative land use values were multiplied by the ten-percent land damage factor to define the relative land damage values shown in Table 5-3. For the acreage greater than 0.5 acres on large lot single family residential parcels, the generalized Land Use Index that was developed in connection with SAFCA's 1995 North Area Local Capital Assessment District No. 2 provided the basis for using a land value approximately equal to 10 percent of the corresponding single-family residential (non-large lot) land value.

The amount of flood damages to land for a particular property is calculated using the actual parcel acreage and the appropriate relative land damage value. For example, the flood damage benefit to land for a single-family residential property with a parcel area of 0.17 acres would be calculated as follows:  $\$25,100/\text{acre} \times 0.17 \text{ acres} = \$4,267$

### 5.2.3 Total Relative Flood Damage Reduction Benefit

The total relative flood damage reduction benefit for each parcel in the District is the sum of the structure and content damages and the land damages associated with that parcel. For example, the single-family residential property used in the above example calculations would have total flood damage reduction benefits of \$27,225 + \$4,267 = \$31,492.

**TABLE 5-3: RELATIVE LAND DAMAGE**

Land Use	Relative Land Damage (\$/Acre)
Single-Family Residential	25,100
Multi-Family Residential	27,800
Commercial	55,400
Industrial	23,300
Vacant	12,100
Residential – Mobile Home	25,100
Large Lot SFR (portion GT 0.5 acres)	2,500

### 5.3 DISTRICT BOUNDARY

The new assessment district would fund approximately half the local share of the cost of the improvements needed to provide “200-year” protection along the Sacramento River, Yolo Bypass, and Deep Water Ship Channel levees protecting West Sacramento. Accordingly, the new District would encompass all properties within the boundaries of the WSAFCA. Approximately 15,200 parcels are within the new District boundary.

### 5.4 ASSESSMENT SPREAD

The amount of the annual assessments collected from all properties is sized to be sufficient to cover the local share of the cost of the flood control improvements and the system operation and maintenance (O&M) costs associated with these improvements. These costs were described in Section 3 and presented in Tables 3-2 and 3-3. The assessment rate for the new District is calculated by dividing the amount of annual revenue required to support the improvements and O&M by the total relative flood damage reduction benefits for all parcels within the new District. These assessment rates are then added together to create the aggregate assessment rate. This aggregate assessment rate is shown in Table 5-4. The annual assessment for each parcel is computed by multiplying that parcel’s total relative flood damage reduction benefit by the aggregate assessment rate. Table 5-5 shows relative flood damage reduction benefits and assessments by land use categories.

**TABLE 5-4: ASSESSMENT RATES**

Project Feature	Assessment Rate
Flood Control Improvements	0.0016086
O&M	0.0002956
<b>Total</b>	<b>0.0019042</b>

**TABLE 5-5: RELATIVE FLOOD DAMAGES AND ASSESSMENTS BY LAND USE**

Land Use	Number Parcels	Land Damage Per AC	Parcel Area (acres)	Land Damage (\$)	Struct Value \$/SF	Flood Damage %	Building Footprint (sf)	Structure Damage (\$)	Total Benefit (\$)	Asmt Rate	Annual Revenue (\$)
<b>Flood Depth -- 0 to 1 ft</b>											
Commercial	0	55,400	0.0	0	70	20%	0	0	0	0.0019042	0.00
Industrial	24	23,300	83.5	1,945,317	60	59%	402,499	11,873,721	13,819,038	0.0019042	26,314.13
Multi Family Residential	0	27,800	0.0	0	60	15%	0	0	0	0.0019042	0.00
Public-Commercial	0	55,400	0.0	0	70	20%	0	0	0	0.0019042	0.00
Public-Industrial	3	23,300	7.7	178,944	50	59%	68,971	2,034,645	2,213,589	0.0019042	4,215.10
Public-Residential	0	25,100	0.0	0	60	15%	0	0	0	0.0019042	0.00
Public-Vacant	0	12,100	15.9	192,429	0	0%	0	0	192,429	0.0019042	366.42
Residential	16	25,100	3.8	96,133	60	15%	20,575	185,175	281,308	0.0019042	535.66
Residential-MobileHome	0	25,100	0.0	0	30	15%	0	0	0	0.0019042	0.00
Vacant	79	12,100	98.2	1,188,704	0	0%	0	0	1,188,704	0.0019042	2,263.52
Residential-Condo	0	25,100	0.0	0	60	15%	0	0	0	0.0019042	0.00
<b>Subtotal</b>	<b>130</b>		<b>209.1</b>	<b>3,601,527</b>			<b>492,045</b>	<b>14,093,540</b>	<b>17,695,067</b>		<b>33,695</b>
<b>Flood Depth -- 1 to 5 ft</b>											
Commercial	221	55,400	240.4	13,318,160	70	72%	2,418,901	121,912,610	135,230,770	0.0019042	257,505.60
Industrial	267	23,300	800.6	18,653,571	50	74%	9,538,731	352,933,047	371,586,618	0.0019042	707,572.94
Multi Family Residential	65	27,800	70.8	1,966,850	60	33%	728,975	14,433,705	16,400,555	0.0019042	31,229.84
Public-Commercial	26	55,400	610.4	33,814,621	70	72%	2,044,484	103,041,994	136,856,614	0.0019042	260,601.52
Public-Industrial	7	23,300	89.0	2,074,570	50	74%	399,406	14,778,022	16,852,592	0.0019042	32,090.60
Public-Residential	5	25,100	13.6	341,626	60	33%	120,844	2,392,711	2,734,573	0.0019042	5,207.16
Public-Vacant	175	12,100	814.3	9,852,635	0	0%	0	0	9,852,635	0.0019042	18,761.33
Residential	4,226	25,100	701.7	17,612,670	60	33%	5,332,650	105,586,470	123,199,140	0.0019042	234,595.04
Residential- Large Lot (1)	100	2,500	123.8	309,500	0	0%	0	0	309,500	0.0019042	589.35
Residential-MobileHome	13	25,100	57.4	1,438,736	30	33%	398,324	3,943,408	5,383,144	0.0019042	10,250.55
Vacant	542	12,100	1,114.0	13,479,177	0	0%	0	0	13,479,177	0.0019042	25,666.97
Residential-Condo	168	25,100	11.8	285,176	60	33%	134,400	2,661,120	2,956,296	0.0019042	5,629.36
<b>Subtotal</b>	<b>5,815</b>		<b>4,647.6</b>	<b>113,158,528</b>			<b>21,116,715</b>	<b>721,683,087</b>	<b>834,841,615</b>		<b>1,589,700</b>
<b>Flood Depth -- 5 to 10 ft</b>											
Commercial	55	55,400	138.3	7,662,275	70	125%	1,147,271	100,386,213	108,048,487	0.0019042	205,745.26
Industrial	184	23,300	621.9	14,489,914	50	105%	6,987,595	366,848,738	381,338,651	0.0019042	726,142.70
Multi Family Residential	45	27,800	82.2	2,284,875	60	70%	844,643	35,475,006	37,759,881	0.0019042	71,902.13
Public-Commercial	20	55,400	250.0	13,849,223	70	125%	433,987	37,973,863	51,823,056	0.0019042	98,881.20
Public-Industrial	7	23,300	103.5	2,411,976	50	105%	624,327	32,777,168	35,189,143	0.0019042	67,006.95
Public-Residential	0	25,100	0.0	0	60	70%	0	0	0	0.0019042	0.00
Public-Vacant	272	12,100	811.9	7,403,570	0	0%	0	0	7,403,570	0.0019042	14,097.83
Residential	6,996	25,100	1,155.4	28,999,536	60	70%	9,184,100	385,732,200	414,731,736	0.0019042	789,729.60
Residential- Large Lot (1)	177	2,500	443.3	1,108,229	0	0%	0	0	1,108,229	0.0019042	2,110.28
Residential-MobileHome	10	25,100	70.5	1,770,052	30	70%	509,000	10,689,000	12,459,052	0.0019042	23,724.45
Vacant	767	12,100	1,605.7	19,428,578	0	0%	0	0	19,428,578	0.0019042	36,995.78
Residential-Condo	235	25,100	31.5	789,897	60	70%	188,100	7,900,200	8,690,097	0.0019042	16,547.63
<b>Subtotal</b>	<b>8,778</b>		<b>5,114.1</b>	<b>100,198,123</b>			<b>19,919,023</b>	<b>977,782,386</b>	<b>1,077,980,509</b>		<b>2,052,684</b>
<b>Flood Depth -- 10 to 15 ft</b>											
Commercial	14	55,400	28.5	1,576,684	70	146%	136,581	13,958,678	15,535,262	0.0019042	29,582.15
Industrial	4	23,300	4.1	96,229	50	136%	11,507	762,476	878,705	0.0019042	1,673.22
Multi Family Residential	0	27,800	0.0	0	60	79%	0	0	0	0.0019042	0.00
Public-Commercial	1	55,400	1.8	99,866	70	146%	4,984	509,365	609,231	0.0019042	1,160.09
Public-Industrial	0	23,300	0.0	0	50	136%	0	0	0	0.0019042	0.00
Public-Residential	0	25,100	0.0	0	60	79%	0	0	0	0.0019042	0.00
Public-Vacant	38	12,100	157.9	1,910,595	0	0%	0	0	1,910,595	0.0019042	3,638.14
Residential	135	25,100	141.2	3,544,873	60	79%	449,550	21,308,670	24,853,543	0.0019042	47,325.96
Residential- Large Lot (1)	222	2,500	375.1	937,739	0	0%	0	0	937,739	0.0019042	1,785.64
Residential-MobileHome	0	25,100	0.0	0	30	79%	0	0	0	0.0019042	0.00
Vacant	260	12,100	1,044.6	12,639,483	0	0%	0	0	12,639,483	0.0019042	24,068.03
Residential-Condo	0	25,100	0.0	0	60	79%	0	0	0	0.0019042	0.00
<b>Subtotal</b>	<b>674</b>		<b>1,753.2</b>	<b>20,805,469</b>			<b>602,622</b>	<b>36,559,089</b>	<b>57,364,558</b>		<b>109,233</b>
<b>TOTAL</b>	<b>15,397</b>		<b>11,724.0</b>				<b>42,130,405</b>		<b>1,987,881,750</b>		<b>3,785,312</b>
<b>Summary of Total Assessment</b>											
Commercial	290	55,400	407.2	22,557,119	70		3,702,753	236,257,401	258,814,520	0.0019042	492,933
Industrial	489	23,300	1,510.1	35,185,031	50		16,840,332	732,437,981	767,623,012	0.0019042	1,481,703
Multi Family Residential	110	27,800	152.9	4,251,725	60		1,573,618	49,908,711	54,160,436	0.0019042	103,132
Public-Commercial	47	55,400	862.2	47,763,710	70		2,483,455	141,525,221	189,288,931	0.0019042	380,443
Public-Industrial	17	23,300	200.2	4,665,490	50		1,092,704	49,589,834	54,255,324	0.0019042	103,313
Public-Residential	5	25,100	13.6	341,862	60		120,844	2,392,711	2,734,573	0.0019042	5,207
Public-Vacant	493	12,100	1,599.9	19,359,229	0		0	0	19,359,229	0.0019042	36,864
Residential	11,373	25,100	2,002.1	50,253,212	60		14,986,875	512,812,515	563,065,727	0.0019042	1,072,186
Residential-MobileHome	23	25,100	127.9	3,209,788	30		907,324	14,632,408	17,842,196	0.0019042	33,975
Vacant	1,648	12,100	3,862.5	46,735,942	0		0	0	46,735,942	0.0019042	88,894
Residential-Condo	403	25,100	43.2	1,085,073	60		322,500	10,561,320	11,646,393	0.0019042	22,177
<b>TOTAL</b>	<b>15,397</b>		<b>11,724.0</b>	<b>237,763,648</b>			<b>42,130,405</b>	<b>1,750,118,102</b>	<b>1,987,881,750</b>		<b>3,785,312</b>

The details of applying the assessment rates to calculate an individual parcel's assessment are illustrated in Appendix A. The formula used to calculate assessments for all parcels can be expressed as follows:

For residential structures:

$$\text{Annual Assessment} = \text{Building Factor Constant} + [(\text{Parcel Rate})(\text{Parcel Acreage})]$$

For other land use categories:

$$\begin{aligned} \text{Annual Assessment} = & [(\text{Building Rate})(\text{1st Floor Building Square Footage})] \\ & + [(\text{Parcel Rate})(\text{Parcel Acreage})] \end{aligned}$$

- Building Factor Constant and Building Rate are functions of Land Use and Flood Depth Zone
- Parcel Rate is a function of Land Use
- First floor square footage for single family residential structures is classified into two categories: less than 1050 SF and greater than or equal to 1050 SF. These categories were developed from Yolo County Assessor's data as described in Section 5.2.1. The first floor square footage excludes garage area. The square footage for residential condominium units is 800 SF.
- For all commercial, industrial and multifamily residential structures, the first floor square footage was determined for each improved parcel in the new District using available data from the Yolo County Assessor's records, measurement of building size using the City's GIS database, or other sources
- Parcel Acreage was obtained from the Yolo County Assessor's records.
- Land Use categories were assigned to each parcel based on the Yolo County Assessor's Land Use Codes, RD 900 land use classifications, or special land use research conducted by the City.
- Flood Depth Zones are as defined in Figure 5-1.
- Table 5-6 contains the Building Factor Constant, Building Rate and Parcel Rate multipliers for the various Land Use categories and Flood Depth Zones. The use of Table 5-6 is demonstrated in the example assessment calculations below.

## 5.5 EXAMPLE ASSESSMENT CALCULATIONS

Using the assessment formula, Table 5-6, and the steps listed below, an individual parcel's assessment for either a current land use or potential future land use can be conveniently calculated.

- Step 1 – determine the appropriate Land Use category for the property.
- Step 2 – using Figure 5-1, determine the Flood Depth Zone for the property.
- Step 3 – using Table 5-6, determine the appropriate Parcel Rate and Building Rate or Building Factor Constant.

- Step 4 – insert the actual parcel acreage and, for non-residential properties, first floor building square footage into the assessment formula and calculate the assessment.

The following examples illustrate such calculations.

Example 1

Assume a two story single-family residential property located in Flood Depth Zone 2, parcel size 0.17 acres and a first-floor square footage (excluding garage area) of 1,200 square feet.

From Table 5-6, Parcel Rate = 47.795 and Building Factor Constant = 109.97. The assessment is calculated as:

$$(47.795 \times 0.17 \text{ ac}) + 109.97 = \$118$$

Example 2

Assume a one story single-family residential property located in Flood Depth Zone 1, parcel size 6.76 acres and a first-floor square footage (excluding garage area) of 1,010 square feet.

From Table 5-6, Parcel Rate for the first 0.5 acres = 47.795 and the Parcel Rate for the remaining acreage above 0.5 = 4.760. The Building Factor Constant = 33.93 in Flood Depth Zone 1. The assessment is calculated as:

$$(47.795 \times 0.50 \text{ ac}) + (4.760 \times (6.76 \text{ ac} - 0.50 \text{ ac})) + 33.93 = \$88$$

Example 3

Assume a commercial property located in Flood Depth Zone 2, parcel size is 1.02 acres and building first-floor square footage is 4,300 square feet.

From Table 5-6, Parcel Rate = 105.492 and Building Rate = 0.166617. The assessment is calculated as:

$$(105.492 \times 1.02 \text{ ac}) + (0.166617 \times 4,300 \text{ sf}) = \$824$$

Example 4

Assume a residential condominium unit located in Flood Depth Zone 2, parcel size 0.17 acres.

From Table 5-6, Parcel Rate = 47.795 and Building Factor Constant = 63.98. The assessment is calculated as:

$$(47.795 \times 0.17 \text{ ac}) + 63.98 = \$72$$

**TABLE 5-6: BUILDING AND PARCEL RATES BY LAND USE**

Land Use	Factors	RATE BY FLOOD ZONE					
		0' to 1'	1' to 5'	5' to 10'	GT 10'		
		0	1	2	3		
Single-Family Residential	Parcel (per Acre) (1)	47.795	47.795	47.795	47.795	47.795	47.795
	Building Factor Constant: First Floor SqFt Less than 1050 Sq Ft (2)	15.42	33.93	71.98			81.23
	Building Factor Constant: First Floor SqFt Greater than 1050 Sq Ft (2)	23.56	51.84	109.97			124.11
Residential-Condo	Parcel (per Acre)	47.795	47.795	47.795	47.795	47.795	47.795
	Building Factor Constant	13.71	30.16	63.98			72.21
Residential-Mobile Home Park	Parcel (per Acre)	47.795	47.795	47.795	47.795	47.795	47.795
	Building (per FF Sq Ft)	0.008569	0.018852	0.039988			0.045129
Multi-Family Residential	Parcel (per Acre)	52.937	52.937	52.937	52.937	52.937	52.937
	Building (per FF Sq Ft)	0.017138	0.037703	0.079976			0.090259
Commercial	Parcel (per Acre)	105.492	105.492	105.492	105.492	105.492	105.492
	Building (per FF Sq Ft)	0.026659	0.095971	0.166617			0.194609
Industrial	Parcel (per Acre)	44.368	44.368	44.368	44.368	44.368	44.368
	Building (per FF Sq Ft)	0.056174	0.070455	0.099970			0.129485
Vacant	Parcel (per Acre)	23.041	23.041	23.041	23.041	23.041	23.041
	Building (per FF Sq Ft)	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000
Agricultural	Parcel (per Acre)	4.760	4.760	4.760	4.760	4.760	4.760
	Building (per FF Sq Ft)	0.000000	0.000000	0.000000	0.000000	0.000000	0.000000

(1) For large lot Single Family Residential parcels (parcel area greater than 0.5 acres) multiply area greater than 0.5 acre by Agricultural Parcel rate.  
 (2) First Floor (FF) Sq Ft not including garage area



## 5.6 SPECIAL PROCEDURES

Condominiums. Condominium unit owners typically have an undivided interest in the structure "shell." Currently the condominium projects already constructed in the City are not multi-story, meaning that all condominium units in the City currently have a ground floor entrance. However, as identified in the City's General Plan, over time multi-story condominium projects are anticipated for development. The assessment formula has been developed in order to anticipate that type of development. Condominium units located on the first floor are assessed for damages to structure and contents. In flood depths 0 to 1 feet, 1 to 5 feet and 5 to 10 feet, condominium units on the second floor or higher will be assessed for structure damages only. In the greater than 10 feet flood zone, condominium units on second floor will be assessed for structure and content damages while units above the second floor will be assessed for structure damages only. The land damage benefit is allocated to the common parcel owned by the condominium's homeowner association. Percentage damages for condominium units on the second floor or higher are 8%, 20%, 43% and 67% for 0 to 1 ft, 1 to 5 ft, 5 to 10 ft and greater than 10 ft flood depth zones, respectively.

Public Parcels. Consistent with the requirements of Proposition 218, all publicly owned parcels are assessed proportionately to the special flood damage reduction benefit they receive from the improvements. That is, public parcels are treated the same as privately owned parcels for assessment calculation purposes. To calculate assessments for these parcels, a land use category was assigned to each public parcel based on its current use.

Assessment Exclusions. All parcels within the new assessment district that receive a special benefit from the flood control improvements are assessed. The only parcels excluded are those that are part of the flood control system itself such as levees and the deep water ship channel.

Minimum Assessments. The minimum annual assessment will be \$1.50 to reflect WSAFCA's cost to administer the Assessment District roll. All annual assessments calculated to be less than \$1.50 will be raised to the \$1.50 minimum.

Updating Assessment Rolls. Recalculating assessments on an annual basis would accommodate changes in the new assessment district over time. These changes can result from development activity such as recordation of subdivision maps, zoning changes, conditional use permits, and lot splits. An increase in building square footage, placement of a structure on an undeveloped parcel, or other such changes would trigger a recalculation of the assessment on the underlying property.

It is recognized that when dealing with the thousands of parcels that will be part of the new District, using information from the Yolo County Assessor's Office as the primary source of data for individual parcel characteristics may lead to some errors and some circumstances that do not precisely fit the intent of the new District. Where such circumstances are discovered, either by the persons administering the new assessment district or by the owners of the properties affected, the Executive Director of WSAFCA (or his designee) shall review such circumstances. The Executive Director of WSAFCA (or his designee) shall determine if corrections or adjustments are appropriate, any such corrections or adjustments being consistent with the concept, intent and

parameters of the new District as set forth herein. Unless such proposed changes are appealed to the WSAFCA Board of Directors, they will be incorporated into the assessment roll.

Annual Escalation and Termination. The assessment rate may increase by a maximum of two percent (2%) annually at the sole discretion of the WSAFCA Board of Directors. This escalation allowance will account for inflation in project costs. The assessment district will remain in effect until terminated by the WSAFCA Board of Directors.

## **5.7 ELIMINATION OF EXISTING ASSESSMENT DISTRICT**

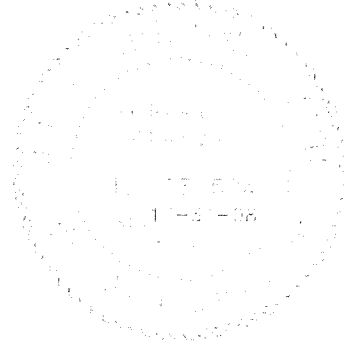
The WSAFCA Assessment District would replace the existing WSAFCA assessment district. Since 1995 the WSAFCA has been collecting approximately \$500,000 annually through an existing assessment district to fund the local share of previous levee improvements projects. The existing assessment district will be terminated if the proposed Assessment District is approved by property owners. If the proposed Assessment District is not approved by the property owners, the current assessment district will continue for approximately two years, when the revenue collection cap is reached.

## 6.0 CONCLUSION

It is concluded that the proposed new assessments do not exceed the special benefit received by the properties assessed over and above the benefits conferred on the public at large. It is also concluded that the amount of each assessment is proportional to, and no greater than, the special benefits conferred on each property assessed.

---

By: Robert J. Cermak, P.E.  
PB



## 7.0 SCHEDULE

In order to have Fiscal Year 2007-08 assessments collected on the Yolo County tax bills, the assessment roll for the new assessment district must be endorsed and filed with the Yolo County Auditor/Tax Collector no later than August 15, 2007. A schedule to meet this requirement is as follows:

Date	Event
April 12, 2007	Public Draft of Engineer's Report filed and delivered to JPA Board
May 8, 2007	JPA Board Meeting/Public Hearing on the new District: Board Action: Adopt Resolution of Intention to undertake a special capital assessment proceeding for the formation of the new West Sacramento Area Flood Protection Assessment District (the District), JPA Board Action: Adopt resolution tentatively approving the Engineer's Report and setting the date, time and place for a public hearing to consider formation of the new assessment district.
May 15, 2007	City and RD 900 present Community Workshops on the new assessment district.
May 22, 2007	Clerk of the JPA Board mails notice of hearing and assessment district ballots.
June 5, 2007	City and RD 900 present Community Workshops on the new assessment district.
July 10, 2007	JPA Board Meeting/Public Hearing on formation of the new assessment district: Open public hearing Opportunity for property owners to cast ballot or change ballot Consider any protests lodged against the new assessment district Determine whether any modifications need to be made to Engineer's Report Close public hearing Direct Clerk of JPA Board to tabulate the assessment ballots Adjourn JPA Board meeting to allow the Clerk time to tabulate the ballots, including any submitted at the hearing.
July 16, 2007	Reconvene JPA Board meeting: JPA Board Action: Receive and certify ballot tabulation JPA Board Action: Assuming no majority protest, adopt Resolution Confirming Engineer's Report (including any modifications to the report); ordering formation of the new assessment district and the levy and collection of assessments, and the sale of bonds as necessary to implement the project
August 2007	If new assessment district is formed, assessment roll transmitted to Yolo County Auditor/Tax Collector for inclusion on County tax bills.
October 2007	Final day for property tax bills to be mailed.

## APPENDIX A: ASSESSMENT EQUATION

The assessment equation is, in general:

$$\text{Assessment} = \{[(\text{Relative Land Damage Value}) \times (\text{Parcel Acreage})] + [(\text{Relative Structure Value}) \times (1^{\text{st}} \text{ Floor Building Square Footage}) \times (\text{Percent Damage})]\} \times \text{Assessment Rate}$$

Where:

- Relative Land Damage Value is as defined in Table 5-3 by land use category.
- Parcel Acreage is a particular parcel's acreage.
- Relative Structure Value is the unit structure cost as defined in Table 5-1 by land use category.
- First floor square footage for single family residential structures was assigned based on data provided by Yolo County Assessor's Office. The data provided by the County categorized residential parcels as having a building area (excluding garage area) greater than or less than 1050 SF or greater than or less than 2150 SF. The data also identified whether the structure was single or multi-story. A Square Footage for single family residential structures of 900 SF was assigned to single story homes having a building area less than 1050 SF and multi-story homes having a building area less than 2150 SF. For single story homes having a building area greater than 1050 SF and multi-story homes having a building area greater than 2150 SF, a square footage of 1375 SF was assigned. The square footage for residential condominium units is 800 SF.
- Percent Damage is the flood damage to structure and contents expressed as a percent of structure value as defined in Table 5-2. Flood depth zones are shown on Figure 5-1.
- Assessment Rate is as defined in Table 5-4.

The example assessment calculations provided in Section 5.5 of this Engineer's Report illustrated the use of the simplified combined assessment formula presented Section 5.4. The following assessment calculation demonstrates the use of the equivalent assessment equations defined in this Appendix.

Example 1 (same as Example 1 in Section 5.5)

Assume a two story single-family residential property with first floor square footage of 1200 SF, located in Flood Depth Zone 2 (5 to 10 ft) with parcel size 0.17 acres.

- From Table 5-3, Relative Land Damage Value is \$25,100 per acre.
- From Table 5-1, Relative Structure Value is \$60 per square foot.
- From Table 5-2, Percent Damage to Structure and Contents is 70-percent.
- From Table 5-4, the Assessment Rate is 0.0019042.
- Assessment =  $[(\$25,100/\text{ac} \times 0.17 \text{ ac}) + (\$60/\text{sf} \times 1,375 \text{ sf} \times 70\%)] \times 0.0019042 = \$118$

**APPENDIX B: ASSESSMENT ROLL**  
**(UNDER SEPARATE COVER)**