

REPORT TO CITY COUNCIL
Council Agenda of 03-22-16



Andrew Carter, City Administrator

SUBJECT SMOOTH, Inc. One-Year Contract Extension

RECOMMENDATION Approve Resolution No. 2016-08

DISCUSSION

On 04/23/13, after a competitive Request for Proposal process, City Council awarded a contract to SMOOTH, Inc. to operate the City's transit service, consisting at that time of fixed route Monday through Saturday Flyer service within Guadalupe and between Guadalupe and Santa Maria, deviated route Monday through Friday Shuttle service within Guadalupe, and door-to-door ADA on-demand service from Guadalupe to Santa Maria and Orcutt. The contract included a Base Term of three years, from 07/01/13 through 06/30/2016.

The contract gave the City the option, at its sole discretion, to extend the contract one year at a time for up to three additional years.

The contract set hourly rates for the first three years – FY 2013/14, 2014/15, and 2015/16. The contract also included a methodology for setting option-year rates using an increment equal to 90% of the most recent calendar year CPI for the Los Angeles-Orange County-Riverside area. The CY 2015 CPI for that area was 0.91%. 90% of that is 0.82%.

The hourly rate charged by SMOOTH, Inc. covers the cost for SMOOTH to operate the Guadalupe Transit service – cost of drivers, dispatch, and management, cost of insurance, and other operating costs. The buses and ADA van used by SMOOTH are owned by the City. The City pays the City of Santa Maria directly for the fuel used in the buses and the van. The City pays SMOOTH and other vendors on a pass-through basis the actual cost to maintain the buses and the van. Finally, the City pays SMOOTH the rental cost for using non-City equipment when more than one City bus is out of service. (The City has one spare bus.)

In August 2015, the City added expanded Saturday Flyer service and new Sunday Flyer service when it received an LCTOP cap-and-trade grant from the State of California. The Sunday Flyer service was an Additional Service under the terms of the contract. The contract gave the City Administrator the authority to set interim rates for Additional Services. The City Administrator set Sunday Flyer rates based on the actual incremental cost for SMOOTH, Inc. to provide Sunday service.

The City Administrator recommends City Council adopt Resolution 2016-08, which does the following:

- Extends the term of the existing contract with SMOOTH, Inc. by one additional year, from 07/01/16 through 06/30/17.
- Establishes 2016/17 hourly rates using an increment of 0.82% over the 2015/16 rates.
- Formalizes a rate for the new Sunday Flyer service.

FISCAL IMPACT

A tentative budget for 2016/17 is included as an attachment. A final budget will be presented in June for Council approval. The City Transit Service is operated as an enterprise fund with no General Fund support. It is supported by federal and state grants plus passenger fares. The Transit Service has a long track record of operating at a surplus. The net position of the Transit Service on 06/30/15 was \$510,436 with cash and investments of \$332,407. The City has been accumulating cash to purchase a new bus in late FY 2016/17 or early FY 2017/18.

ATTACHMENTS

Tentative 2016/17 budget
Resolution 2016-08
Resolution 2016-08 Exhibit A – Hourly Rates and Estimate Revenue Hours
04/23/13 Agreement for Transit Services

2016-2017 Transit Budget

03/01/16

	Flyer Mon-Sat		Flyer Sunday		Shuttle M-F		ADA M-S	
July (July 4-Mon)	# Days	25	# Days	5	# Days	20	15-16 Avg.	
	Rev Hr/Day	13.58	Rev Hr/Day	9.83	Rev Hr/Day	5.5	Rev Hr/Mo	
	Rev Hr/Mo.	339.50	Rev Hr/Mo	49.15	Rev Hr/Mo	110.00	69.09	
Aug	# Days	27	# Days	4	# Days	23	15-16 Avg.	
	Rev Hr/Day	13.58	Rev Hr/Day	9.83	Rev Hr/Day	5.5	Rev Hr/Mo	
	Rev Hr/Mo.	366.66	Rev Hr/Mo	39.32	Rev Hr/Mo	126.50	69.09	
Sept	# Days	26	# Days	4	# Days	22	15-16 Avg.	
	Rev Hr/Day	13.58	Rev Hr/Day	9.83	Rev Hr/Day	5.5	Rev Hr/Mo	
	Rev Hr/Mo.	353.08	Rev Hr/Mo	39.32	Rev Hr/Mo	121.00	69.09	
Oct	# Days	26	# Days	5	# Days	21	15-16 Avg.	
	Rev Hr/Day	13.58	Rev Hr/Day	9.83	Rev Hr/Day	5.5	Rev Hr/Mo	
	Rev Hr/Mo.	353.08	Rev Hr/Mo	49.15	Rev Hr/Mo	115.50	69.09	
Nov (Thanksg 11/24)	# Days	25	# Days	4	# Days	21	15-16 Avg.	
	Rev Hr/Day	13.58	Rev Hr/Day	9.83	Rev Hr/Day	5.5	Rev Hr/Mo	
	Rev Hr/Mo.	339.50	Rev Hr/Mo	39.32	Rev Hr/Mo	115.50	69.09	
Dec (Christmas)	# Days	27	# Days	3	# Days	22	15-16 Avg.	
	Rev Hr/Day	13.58	Rev Hr/Day	9.83	Rev Hr/Day	5.5	Rev Hr/Mo	
	Rev Hr/Mo.	366.66	Rev Hr/Mo	29.49	Rev Hr/Mo	121.00	69.09	
Jan (New Years)	# Days	26	# Days	4	# Days	22	15-16 Avg.	
	Rev Hr/Day	13.58	Rev Hr/Day	9.83	Rev Hr/Day	5.5	Rev Hr/Mo	
	Rev Hr/Mo.	353.08	Rev Hr/Mo	39.32	Rev Hr/Mo	121.00	69.09	
Feb (Pres Day 2/20)	# Days	23	# Days	4	# Days	19	15-16 Avg.	
	Rev Hr/Day	13.58	Rev Hr/Day	9.83	Rev Hr/Day	5.5	Rev Hr/Mo	
	Rev Hr/Mo.	312.34	Rev Hr/Mo	39.32	Rev Hr/Mo	104.50	69.09	
Mar	# Days	27	# Days	4	# Days	23	15-16 Avg.	
	Rev Hr/Day	13.58	Rev Hr/Day	9.83	Rev Hr/Day	5.5	Rev Hr/Mo	
	Rev Hr/Mo.	366.66	Rev Hr/Mo	39.32	Rev Hr/Mo	126.50	69.09	
Apr (Easter 4/16)	# Days	25	# Days	4	# Days	20	15-16 Avg.	
	Rev Hr/Day	13.58	Rev Hr/Day	9.83	Rev Hr/Day	5.5	Rev Hr/Mo	
	Rev Hr/Mo.	339.50	Rev Hr/Mo	39.32	Rev Hr/Mo	110.00	69.09	
May (Memorial 5/29)	# Days	26	# Days	4	# Days	22	15-16 Avg.	
	Rev Hr/Day	13.58	Rev Hr/Day	9.83	Rev Hr/Day	5.5	Rev Hr/Mo	
	Rev Hr/Mo.	353.08	Rev Hr/Mo	39.32	Rev Hr/Mo	121.00	69.09	
Jun	# Days	26	# Days	4	# Days	22	15-16 Avg.	
	Rev Hr/Day	13.58	Rev Hr/Day	9.83	Rev Hr/Day	5.5	Rev Hr/Mo	
	Rev Hr/Mo.	353.08	Rev Hr/Mo	39.32	Rev Hr/Mo	121.00	69.09	
TOTAL	# Days	309	# Days	49	# Days	257		
	Rev Hr/Day	13.58	Rev Hr/Day	9.83	Rev Hr/Day	5.5		
	Rev Hr/Yr.	4,196.22	Rev Hr/Yr.	481.67	Rev Hr/Yr.	1,413.50	Rev Hr/Yr 829.08	

X 16-17 Hrly Rate	\$41.82	\$81.59	\$41.82	\$44.97
SMOOTH Contractor Fee	\$175,485.92	\$39,299.46	\$59,112.57	\$37,283.73
Total SMOOTH Fee	\$311,181.67			

2016-2017 Transit Budget**03/01/16****REVENUE**

SMOOTH Fares and Passes	90,000	
City Hall Passes	3,000	
5311 (Not confirmed by SBCAG)	58,067	
State Transit Assistance (STA) (Not announced)	35,000	
LTF/TDA Guadalupe Allocation	261,239	
LCTOP (Grant submitted; outcome not confirmed)	71,000	
TOTAL REVENUE		518,306

EXPENSES

Contractor Services (SMOOTH)	311,180	
*Per attached worksheet @ '16-'17 rate		
Vehicle Maintenance /Repairs	65,000	
*With arrival of new bus in summer 2016, repairs should drop this F/Y		
Fuel	75,000	
*Based on average \$3.25/gallon		
Bus Rental	500	
Admin/Advertising/Other Professional Services	1,000	
LCTOP Advertising/Promotion	5,000	
Interfund Transfer	35,000	
TOTAL EXPENSES		492,680
Funds available for capital project		25,626

RESOLUTION NO. 2016-08

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUADALUPE APPROVING A ONE-YEAR EXTENSION TO THE TERM SET IN THE 04/23/13 AGREEMENT FOR TRANSIT SERVICES WITH SANTA MARIA ORGANIZATION OF TRANSPORTATION HELPERS, INC. ("SMOOTH, Inc.")

WHEREAS, in February 2013, the City of Guadalupe issued a request for proposals for transit services to qualified contractors; and

WHEREAS, in March 2013, a technical review committee received and evaluated all proposals timely received by the City; and

WHEREAS, the technical review committee determined that the proposal submitted by the Santa Maria Organization of Transportation Helpers, Inc. ("SMOOTH, Inc.") was the most responsive and economical of all proposals received; and

WHEREAS, on 04/23/13, based on the recommendation of the technical review committee, the City Council of Guadalupe chose to enter into an Agreement for Transit Services with SMOOTH, Inc; and

WHEREAS, the Agreement included an initial Base Term of three years (Clause 7a), from 07/01/13 through 06/30/16; and

WHEREAS, the Agreement provided the City at its sole discretion the ability to extend the Agreement one year at a time for up to three additional years (Clause 7b); and

WHEREAS, the Agreement set 2013/14, 2014/15, and 2015/16 rates for Monday through Saturday Flyer service, Monday through Friday Shuttle service, and Monday through Saturday ADA service; and

WHEREAS, the Agreement provided a methodology for determining rates for each option year (Clause 7b) based on increments equaling 90% of the most recent calendar year Consumer Price Index ("CPI") for the Los Angeles-Orange County-Riverside area; and

WHEREAS, the calendar year 2015 CPI for Los Angeles-Orange County-Riverside was 0.91% and 90% of that is 0.82%; and

WHEREAS, the Agreement provided the City to ability to add services ("Additional Services") not originally contemplated when the Agreement was signed and for SMOOTH, Inc. to be fairly compensated for those Additional Services (Clause 4); and

WHEREAS, the LCTOP-funded Sunday Flyer service which began in August 2015 is an Additional Service under the terms of the Agreement; and

WHEREAS, the actual incremental costs to operate the Sunday Flyer service in 2015/16 have been \$80.93 per revenue hour and SMOOTH, Inc. is entitled to a CPI-increment in 2016/17 for this Additional Service.

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

SECTION 1. City Council extends the term of the 04/23/13 Transit Services Agreement with SMOOTH, Inc. for one additional year, from 07/01/16 through 06/30/17.

SECTION 2. City Council sets rates for FY 2016/17 as shown on Exhibit A (attached). Under the terms of Clause 7b of the Agreement, those rates are 0.82% higher than FY 2015/16 rates.

PASSED AND ADOPTED at a regular meeting on the 22nd day of March, 2016 by the following vote:

MOTION:

AYES:

NOES:

ABSENT:

ABSTAIN:

I, **Andrew Carter**, Deputy City Clerk of the City of Guadalupe, **DO HEREBY CERTIFY** that the foregoing Resolution, being **CC. Resolution 2016-08**, has been duly signed by the Mayor and attested by the Deputy City Clerk, all at a regular meeting of the City Council, held March 22, 2016, and that same was approved and adopted.

ATTEST:

Andrew Carter
Deputy City Clerk

John Lizalde
Mayor

Guadalupe Transit Contract with SMOOTH, Inc.

Exhibit A

	Initial 3-Year Contract			Option Yr.	Option Yr.	Option Yr.
	2013/14	2014/15	2015/16	2016/17	2017/18	2017/18
Estimated Annual Revenue Hours Monday thru Saturday -- Flyer Monday thru Friday -- Shuttle	5186	5186	5186	5610		
Fixed Cost per Revenue Hour Monday thru Saturday -- Flyer Monday thru Friday -- Shuttle	\$39.87	\$40.67	\$41.48	\$41.82	+ CPI	+ CPI
Estimated Annual Cost Monday thru Saturday -- Flyer Monday thru Friday -- Shuttle	\$206,766	\$210,915	\$215,115	\$234,610		
Estimated Annual Revenue Hours Sunday -- Flyer & Shuttle	NA	NA	New*	482		
Fixed Cost per Revenue Hour Sunday -- Flyer & Shuttle	NA	NA	New*	\$81.59	+ CPI	+ CPI
Estimated Annual Cost Sunday -- Flyer & Shuttle	NA	NA	New*	\$39,326		
Estimated Annual Revenue Hours Monday thru Saturday -- ADA Service	499	499	499	830		
Fixed Cost per Revenue Hour Monday thru Saturday -- ADA Service	\$42.87	\$43.73	\$44.60	\$44.97	+ CPI	+ CPI
Estimated Annual Cost Monday thru Saturday -- ADA Service	\$21,392	\$21,821	\$22,255	\$37,325		
Estimated Annual Cost All Services	\$228,158	\$232,736	\$237,371	\$311,262		

Proposed 2016/17 rates based on Contract Clause #7b which sets 2016/17 rates at the 2015/16 rate plus 90% of the CY 2015 Los Angeles-Orange County-Reverside CPI. The CPI was 0.91%. 90% of that is 0.82%

* LCTOP Funded Sunday service added August 2015. 2015/16 compensation based on Contract Clause #4:
"Contractor shall be compensated for any additional or different services in the amounts and in the manner as agreed to by City Administrator and Contractor at the time of City's written authorization is given to Contractor for the performance of said service."

In 2015/16, City Administrator used SMOOTH's actual incremental costs as the basis for Sunday compensation. Actual cost of Sunday service in 2015/16 is \$80.93. Proposed 2016/17 rate includes 0.82% CPI adjustment. Incremental costs are high due to addition of a new service day for SMOOTH -- requires drivers, dispatch, mgmt.

Although Estimated Hours are shown above, SMOOTH is compensated based on actual portal-to-portal hours with start-of-day at SMOOTH garage in Santa Maria and end-of-day at SMOOTH garage. Monday thru Saturday hours for Flyer have increased with expanded LCTOP Saturday service added in August 2015. ADA Service is on-demand. ADA usage is increasing.

AGREEMENT FOR TRANSIT SERVICES

THIS AGREEMENT ("AGREEMENT"), made and entered into this 23rd day of April, 2013, between the CITY OF GUADALUPE, a municipal corporation, hereinafter referred to as "CITY" and Santa Maria Organization of Transportation Helpers, Inc. ("SMOOTH"), hereinafter referred to as "CONTRACTOR". In consideration of the mutual covenants and conditions set forth here, the parties agree as follows:

1. SCOPE OF SERVICES

CONTRACTOR agrees to perform the services described and abide by the agreements and certifications set forth in the Request for Proposals (RFP) dated February 14, 2013, as amended, attached hereto as Exhibit "A" and incorporated herein by reference. To the extent there is a conflict in the terms of this Agreement and the terms set forth in the RFP requirements, this Agreement shall prevail. CONTRACTOR represents and warrants that it has the qualifications, experience and facilities to properly perform said services in a thorough, competent and professional manner and shall, at all times during the term of this Agreement, have in full force and effect, all licenses required of it by law. CONTRACTOR shall complete each of the services set forth in Exhibit A to the CITY's satisfaction. If the CITY is not satisfied with any such services, the CONTRACTOR shall work on such matter until the CITY approves of the service. Further, CONTRACTOR shall complete the services set forth in Exhibit A strictly according to the schedule provided therein.

2. STATUS OF CONTRACTOR

(a) CONTRACTOR is and shall at all times remain as to the CITY a wholly independent contractor. Accordingly, CONTRACTOR shall be responsible for payment of all taxes including Federal, State and local taxes arising out of CONTRACTOR's activities in accordance with this Agreement, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fee as required. The personnel performing the services under this Agreement on behalf of CONTRACTOR shall at all times be under CONTRACTOR's exclusive direction and control. In the performance of this Agreement, CONTRACTOR shall not discriminate in its recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, physical or mental disability, or on any basis otherwise prohibited by law. CONTRACTOR will perform most services in accordance with this Agreement at a location of CONTRACTOR's discretion, except as may be directed in the Scope of Services. In addition the CONTRACTOR will perform services on the telephone and at such other places as necessary to perform the Scope of Services in accordance with this Agreement.

(b) Neither CITY nor any of its elected and appointed officials, officers, employees or agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR's officers, employees or agents, except as set forth in this Agreement. CONTRACTOR agrees to devote the hours necessary to perform the services set forth in this Agreement in an efficient and effective manner. CONTRACTOR may represent,

perform services for and be employed by additional individuals or entities in CONTRACTOR's sole discretion, as long as the performance of these extra-contractual services does not interfere with or present a conflict with CITY's business or CONTRACTOR's ability to perform the Scope of Services included in the RFP.

(c) CONTRACTOR shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the CITY. CONTRACTOR shall not incur or have the power to incur any debt, obligation or liability whatever against CITY, or bind CITY in any manner. CONTRACTOR shall not disseminate any information or reports gathered or created pursuant to this Agreement without the prior written approval of CITY except information or reports required by government agencies to enable CONTRACTOR to perform its duties under this Agreement.

3. CONTRACTOR'S KNOWLEDGE OF APPLICABLE LAWS

CONTRACTOR shall keep itself informed of applicable local, state and federal laws and regulations which may affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. CONTRACTOR shall observe and comply with all such laws and regulations affecting its employees.

4. ADDITIONAL SERVICES OF CONTRACTOR

CONTRACTOR shall not be compensated for any services rendered in connection with its performance of this Agreement, or otherwise, which are in addition to or different from those set forth herein, unless such additional or different services are authorized in advance and in writing by the CITY Administrator. CONTRACTOR shall be compensated for any additional or different services in the amounts and in the manner as agreed to by CITY Administrator and CONTRACTOR at the time CITY's written authorization is given to CONTRACTOR for the performance of said services.

5. PAYMENT

CITY agrees to pay CONTRACTOR for the performance of services set forth in this AGREEMENT as set forth in Exhibit "B", attached hereto and incorporated herein by reference.

On or before the 10th day of each month CONTRACTOR shall submit an invoice to CITY, ATTENTION: CITY ADMINISTRATOR, itemizing CONTRACTOR'S full and complete performance hereunder for the previous monthly period. Invoices shall be in such form and shall incorporate such supporting documentation as the Transit Manager may from time to time require.

All payments by CITY shall be made in arrears after the service has been provided. CITY shall pay all reasonable and allowable items in CONTRACTOR'S invoice within 30 days following receipt of such invoice. If CITY disputes any item on an invoice for a reasonable cause, CITY may deduct that disputed item from the payment, but shall not delay payment for the undisputed portions. The amounts and reasons for such deletions

shall be documented to CONTRACTOR within fifteen (15) working days after receipt of invoice by CITY.

6. OPERATING REVENUES

All operating revenues collected by CONTRACTOR are the property of CITY. For the purposes of this AGREEMENT, operating revenues shall include but not necessarily be limited to farebox receipts and ticket and pass sales revenue. CONTRACTOR shall be responsible for handling farebox receipts and pass and ticket sales and as necessary for CITY to meet the requirements of State and Federal funding sources.

7. TERM OF AGREEMENT

(a) Base Term

This AGREEMENT shall become effective July 1, 2013 and shall continue in full force and effect through June 30, 2016 unless earlier terminated as herein provided.

(b) Options to extend

Upon completion of the full term of this AGREEMENT, CITY at its sole discretion may extend the term of this AGREEMENT on a one year basis up to a maximum of three (3) years. CITY shall notify CONTRACTOR of such extensions at least thirty (30) days prior to the termination date of this AGREEMENT. The compensation rates in effect during the last annual period of the full term of this AGREEMENT shall remain in effect during any such extensions, increased only by the lesser of (1) a factor equal to 90 percent of the most recent annual calendar year consumer price index for the Los Angeles-Orange County-Riverside area, all urban consumers, all items, or (2) one and one half percent (1.5%).

8. TERMINATION

CITY or CONTRACTOR may terminate this AGREEMENT for one or several of the following reasons:

Basis for Termination:

- (a) FOR CONVENIENCE: CITY may terminate this AGREEMENT at any time in whole or in part for its convenience and any reason, by giving CONTRACTOR ten (10) days written notice thereof.
- (b) FOR DEFAULT: CITY may terminate this AGREEMENT upon thirty (30) days (hereinafter "cure period") written notice by mail or by personal service of a material default or breach in performance of any of the terms and conditions of this AGREEMENT to be kept, done or performed by CONTRACTOR, and CONTRACTOR fails, neglects or refuses for the stated cure period to remedy said defaults or to initiate remedy of said faults should the cure thereof require a

period in excess of the cure period. Should the cure period expire without remedy of said defaults or initiation of such remedy by CONTRACTOR, the CITY may without further notice and without suit or other proceedings cancel this AGREEMENT.

(c) **BY MUTUAL AGREEMENT:** This AGREEMENT may also be terminated at any time upon mutual AGREEMENT of both parties if the parties agree that its continuation would not produce beneficial results commensurate with the further expenditure of funds or if there are inadequate funds to operate the transit equipment or otherwise complete the services contemplated herein.

(d) **PERIOD OF PERFORMANCE EXTENSION:** If it is later determined by the CITY that CONTRACTOR had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of CONTRACTOR, the CITY, after setting up a new delivery of performance schedule, may allow CONTRACTOR to continue work, or treat the termination as a termination for convenience.

9. FORCE MAJEURE

Neither party shall be held responsible for losses, delays, failure to perform, or excess costs caused by events beyond the control of such party. Such events may include, but are not restricted to, the following: Acts of God, fire, epidemics, earthquake, flood or other natural disaster; strikes, war or civil disorder, road closures; unavailability of fuel. CONTRACTOR shall not be entitled to compensation for any service, the performance of which is excused by this paragraph. In the event that CONTRACTOR is unable to provide the services indicated due to any cause, CONTRACTOR shall make reasonable attempt to notify the public including notification to local radio stations, and if appropriate, local newspapers and television stations. Whenever CONTRACTOR has knowledge that any actual or potential force majeure may delay or prevent performance of the AGREEMENT, CONTRACTOR, on a timely basis, shall notify CITY of the fact, and thereafter shall report to CITY all relevant information then known to CONTRACTOR, and shall continue to so report.

10. INSURANCE

The CONTRACTOR will maintain required and appropriate insurance coverage, including documentation of coverage to the CITY and providing the CITY with a certificate certifying that the CONTRACTOR has liability insurance and comprehensive and collision insurance for each vehicle.

The CONTRACTOR will procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, its agents, representatives, employees or subcontractors.

a. Minimum Scope of Insurance: Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01 11 88).
- (2) Insurance Services Office form number CA 00 01 06 92 covering Automobile Liability, code 1 (any auto).
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance, in amounts required by law.
- (4) Garagekeeper's Insurance. Not less than One Million Dollars (\$1,000,000) per occurrence.

b. Insurance limits

CONTRACTOR shall provide the CITY with commercial general liability and vehicle liability insurance in the amount of not less than Five Million Dollars (\$5,000,000) combined single-limit bodily injury and property damage. Coverage may be provided through one or more policies and shall include uninsured motorists, medical payments and collision and comprehensive physical damage coverage with not more than a Ten Thousand Dollars (\$10,000) deductible. Any deductible will be the responsibility of CONTRACTOR.

In case of damage or destruction of any vehicle or vehicles provided by CITY or the CONTRACTOR, the CITY agrees that liability of the CONTRACTOR for said damage or destruction would be limited to the appraised fair market value of the vehicle(s) at the time of the loss. The CONTRACTOR and CITY agree that the appraised fair market value shall be that value established by an appraiser or appraisers as mutually agreed upon.

In the event that the CITY adds or deletes vehicles resulting in changes to the vehicle fleet, the compensation paid to the CONTRACTOR for maintaining vehicle liability and physical damage coverage of said vehicles shall be subject to immediate re-negotiation to recover or refund the documented actual premium cost under the insurance policy then in effect.

c. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, employees and volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration and defense expense.

- d. Other Insurance Provisions: To the extent possible, all insurance policies shall be endorsed to contain the following provisions:
- (1) The General Liability and Auto Liability policy(s) are to contain, or be endorsed to name, the CITY, its officers, appointed and elected officials, agents, and employees as Additional Insured as respects the liability arising out of the activities performed in connection with the Contract. The coverage shall (a) be primary with respect to any insurance or selfinsurance programs maintained by the CITY; (b) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; and (c) contain Standard Cross-Liability provisions. Such additional insured endorsements maintained by the CONTRACTOR and its Subcontractors shall not be required to provide coverage to the CITY for the active negligence or willful misconduct of its members. Original endorsements, signed by a person authorized to bind coverage on its behalf, shall be furnished to the respective public entity by the successful proposer.
 - (2) The CONTRACTOR's insurance coverage will be primary insurance as respects the CITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, or volunteers shall be in excess of the CONTRACTOR's insurance and shall not contribute with it.
- e. Acceptability of Insurance: Insurance is to be placed with admitted insurers as defined by the California Insurance Code or an authorized surplus lines company listed on the State of California Department of Insurance "LESLI" list with a current A.M. Best's rating of no less than A-VII.
- f. Verification of Coverage: The CONTRACTOR will furnish the CITY with original certificates and amendatory endorsements effecting coverage required by this section. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by this AGREEMENT at any time.
- g. Subcontractors: The CONTRACTOR will include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the requirements stated herein.
- h. Notice to CITY: All insurance policies shall provide that in the event of material change, reduction, cancellation, or non-renewal by the insurance contractor for any reason, not less than thirty (30) days notice will be given to CITY by registered mail of one (1) copy of a written notice of such intent to cancel or not renew the coverage are in force. In the event the insurance policy cannot be amended to provide notice to CITY, CONTRACTOR shall provide to CITY a

copy of any such notice received by CONTRACTOR, within twenty-four (24) hours after CONTRACTOR receives the notice. If for any reason CONTRACTOR fails to obtain or keep insurance in force, CITY may, but shall not be required to, obtain such insurance, in which event CONTRACTOR shall promptly reimburse one hundred two percent of CITY's premium cost therefor plus one and one-half percent (1½%) monthly interest thereon until paid.

i. Endorsements shall be received and approved by the CITY before work commences. Should contractor cease to have insurance as required during any time, all work by contractor pursuant to this AGREEMENT shall cease until insurance acceptable to the CITY is provided.

11. INDEMNIFICATION

(a) CONTRACTOR represents it is skilled in the professional calling necessary to perform the services and duties agreed to hereunder by CONTRACTOR, and CITY relies upon the skills and knowledge of CONTRACTOR. CONTRACTOR shall perform such services and duties consistent with the standards generally recognized as being employed by professionals performing similar service in the State of California.

(b) CONTRACTOR hereby agrees to, and shall, hold CITY, its elective and appointive boards, officers, agents and employees, harmless and shall defend with legal counsel acceptable to the CITY the same from any claims, demands, suits, loss, damage, injury and liability, including cost and expenses incurred in connection therewith, which may resulting from, arising out of, or in any way connected with the performance of this AGREEMENT by CONTRACTOR or any of CONTRACTOR's employees' or agents' operations under this AGREEMENT, whether such operations be by CONTRACTOR or by any one or more persons directly or indirectly employed by, or acting as agent for, CONTRACTOR, regardless of the passive, concurrent negligence on the part of the CITY or anyone acting under the CITY; provided as follows:

(1) That the CITY does not, and shall not, waive any rights against CONTRACTOR which it may have by reason of aforesaid indemnification AGREEMENT, because of the acceptance by city, or the deposit with city by CONTRACTOR, of any of the insurance policies herein described.

(2) That the aforesaid indemnification AGREEMENT by CONTRACTOR shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, in connection with or in any manner related to any of the aforesaid operations of CONTRACTOR or any agent or employee of CONTRACTOR regardless of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.

(3) It is further the intent of the parties that this indemnification requirement is not intended to relieve the CITY from liability for the active negligence or willful misconduct of CITY officers, appointed and elected officials, agents, and employees.

12. DISPUTES AND RESOLUTION

- (a) Disputes arising in the performance of this Contract which are not resolved by AGREEMENT of the parties shall be decided in writing by the authorized representative of CITY's CITY Administrator. This decision shall be final and conclusive unless within ten working (10) days from the date of receipt of its copy, the CONTRACTOR mails or otherwise furnishes a written appeal to the CITY Administrator. In connection with any such appeal, the CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the CITY Administrator shall be final, conclusive and binding upon the CONTRACTOR and the CONTRACTOR shall abide by the decision, unless CONTRACTOR commences an action in a court of competent jurisdiction to contest the decision in accordance with Division 3.6 of the California Government Code.
- (b) Unless otherwise directed by CITY, CONTRACTOR shall continue performance under this Contract while matters in dispute are being resolved.
- (c) Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.
- (d) Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the CITY and the CONTRACTOR arising out of or relating to this AGREEMENT or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of California, County of Santa Barbara.
- (e) The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the CITY or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under the AGREEMENT, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

13. SPECIAL PROVISIONS

(a) Conflict of Interest

The CONTRACTOR covenants that he/she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of service required to be performed under this AGREEMENT. The

CONTRACTOR further covenants that in the performance of this AGREEMENT, no person having such interest shall be employed.

(b) Default and Waiver

In the event that CONTRACTOR is in default of any provision of this Agreement, CITY shall have no obligation or duty to continue compensating CONTRACTOR for any work performed after the date of default and may terminate this Agreement immediately by written notice to the CONTRACTOR. CITY'S failure to insist on the strict performance of any provision of this Agreement or to exercise any right, power, or remedy upon a breach of this Agreement shall not constitute a waiver of any provision of this Agreement. Neither shall such action or inaction limit the CITY'S right to later enforce any provision or exercise any right to the fullest extent allowed under this Agreement. A waiver of any covenant, term or condition contained in this Agreement shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent, authorization or approval by the CITY of any act shall not be deemed to waive or render unnecessary the consent, authorization or approval of any subsequent similar act.

(c) Conflict of Transportation Interests

CONTRACTOR shall not divert any revenues, passengers or other business from CITY'S transit services to any taxi or other transportation operation of CONTRACTOR.

(d) Conflicting Use

CONTRACTOR shall not use any vehicle, equipment, personnel or other facilities that are dedicated to or owned by CITY for performing services under this AGREEMENT for any use whatsoever other than provided for in this AGREEMENT without the prior written approval of CITY.

(e) Audit; Retention of Records

CONTRACTOR shall allow the authorized representatives of CITY, the U.S. Department of Transportation, the Comptroller General of the United States, and the California State Controller's Office to inspect and audit all data and records of the CONTRACTOR relating to performance under this AGREEMENT. Such audit shall be allowed upon reasonable notice of any aforementioned agency. Further, CONTRACTOR shall maintain all required records for three years after final payment under this AGREEMENT and until all other pending matters are closed.

(f) Compliance with Environmental Standards

CONTRACTOR shall comply with the provisions of the Clean Air Act, as amended (42 U.S.C. 1857 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.), and implementing regulations, and all state laws and local ordinances with

respect to transit operations and operation of the facilities involved in the AGREEMENT for which Federal assistance is given. CONTRACTOR shall report violations to the CITY, the Federal Transit Administration, and to the U. S. Environmental Protection Agency Assistant Administrator for Enforcement.

(g) Equal Employment Opportunity

In connection with the execution of this AGREEMENT, CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, race, religion, color, sex, or national origin. CONTRACTOR shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to their age, race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotions or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.

(h) Nondiscrimination - Title VI Civil Rights Act of 1964.

During the performance of this contract, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

1. Compliance with Regulations: The CONTRACTOR shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The CONTRACTOR, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONTRACTOR for work to be performed or for procurements of materials or leases of equipment, each potential supplier shall be notified by the CONTRACTOR of the CONTRACTOR'S obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin. Information and Reports: The CONTRACTOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the CITY or the Federal Transit Administration to be pertinent to ascertain compliance with such Regulations, orders and

instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information the CONTRACTOR shall so certify to the CITY, or set forth what efforts it has made to obtain the information.

4. Sanctions for Noncompliance: In the event of the CONTRACTOR'S noncompliance with nondiscrimination provisions of this contract, the CITY shall impose contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to: a. Withholding of payments to the CONTRACTOR under the contract until the CONTRACTOR complies; and/or b. Cancellation, termination, or suspension of the contract, in whole or in part.

5. Incorporation of Provisions: The CONTRACTOR shall include the provisions of paragraphs (1) through (4) above in every procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The CONTRACTOR shall take such action with respect to any procurement as the CITY or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a supplier as a result of such direction, the CONTRACTOR may request the CITY, and, in addition, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

6. Charter Service Operations: The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment of or facilities if there is a least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

7. School Bus Operations: Pursuant to 49 U.S.C. 5323 (f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

8. The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C.6962), INCLUDING BUT NOT LIMITED TO THE REGULATORY PROVISIONS OF 40 cfr part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

(i) Disadvantaged Business Enterprises (DBE)

The California Department of Transportation (Department) has established a statewide overall Disadvantaged Business Enterprise (DBE) Program goal. The Department is required to report to the Federal Transit Administration (FTA) on DBE participation for all FTA-assisted contracts each year so that attainment efforts may be evaluated. In order to ascertain whether the statewide overall DBE goal is being achieved, the Department is tracking DBE participation on all federally assisted contracts. This project is subject to Title 49, Part 26 of the Code of Federal Regulations (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." In order to ensure the Department achieves its federally mandated statewide overall DBE goal, the Department encourages the participation of DBEs, as defined in 49 CFR 26, in the performance of contracts financed in whole or in part with federal funds. The CONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out the applicable requirements of 49 CFR, Part 26 in the award and administration of U.S.

(j) Department of Transportation assisted contracts.

Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as recipient deems appropriate. Any subcontract entered into as a result of the project shall contain all the provisions of this section.

(k) Compliance with Laws, Rules, Regulations

All services performed by CONTRACTOR pursuant to this AGREEMENT shall be performed in accordance and full compliance with all applicable federal, state, or local statutes, and any rules or regulations promulgated there under, including but not limited to, those relative to Civil Rights, Equal Employment Opportunity, Disadvantaged Business Enterprise, and Labor Protection. CONTRACTOR is subject to the provisions of Section 13(c) of the Urban Mass Transportation Act of 1964, as amended, and specifically to any labor protection provisions incorporated into contract for Federal Transit Act, Section 18 federal assistance between CITY and the California Department of Transportation. These provisions require that the project "be carried out in such a manner and upon such terms and conditions as will not adversely affect employees in the mass transportation industry within the service area of the project". CONTRACTOR shall pay all taxes required to be paid by it by any applicable federal, state, or local statute. Further, CONTRACTOR shall secure, on its own behalf, or on behalf of CITY if requested, any and all licenses, permits, certificates and inspections required by law, including GPPV inspections. CONTRACTOR shall assure that all of its employees operating CITY vehicles possess a valid, current Class B California Driver License with appropriate endorsements.

(l) Energy Conservation

The CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

(m) Anti-Lobbying: Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

(n) Federal Changes

CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between CITY and FTA, as they may be amended or promulgated from time to time during the term of this contract. CONTRACTOR's failure to so comply shall constitute a material breach of this contract.

(o) No Obligation by the Federal Government to Third Parties

(1) The CITY and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the CITY, CONTRACTOR, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

(p) Fraud and False or Fraudulent Statements or Related Acts

(1) The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the

CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.

(2) The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.

(3) The CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

(q) Suspension and Debarment

This contract is a covered transaction for purposes of 2 CFR Part 180. As such, the CONTRACTOR is required to verify that none of CONTRACTOR's principals, or affiliates, are excluded or disqualified as defined in said regulation. CONTRACTOR is required to comply with this regulation and must include the requirement to comply with this regulation in any lower tier covered transaction it enters into. By signing and submitting its proposal, which is attached hereto and made a part of this Agreement, the CONTRACTOR certifies as follows:

The certification in this clause is a material representation of fact relied upon by CITY. If it is later determined that the proposer knowingly rendered an erroneous certification, in addition to remedies available to CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180 while this offer is valid and throughout the period of any contract that may arise from this offer. The proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(r) Federal Privacy Act Requirements

The following requirements apply to the CONTRACTOR and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The CONTRACTOR agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the CONTRACTOR agrees to obtain the express consent of the Federal Government before the CONTRACTOR or its employees operate a system of records on behalf of the Federal Government. The CONTRACTOR understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The CONTRACTOR also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

(s) Transit Employee Protective Provisions.

(1) The CONTRACTOR agrees to the comply with applicable transit employee protective requirements as follows:

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the CONTRACTOR agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The CONTRACTOR agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the CONTRACTOR agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL

guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The CONTRACTOR agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the CONTRACTOR agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

(2) The CONTRACTOR also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

(t) Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause CITY to be in violation of the FTA terms and conditions.

(u) Drug & Alcohol Testing

The CONTRACTOR agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 655, produce any documentation necessary to establish its compliance with Parts 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of the State of California, or the CITY, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 655 and review the testing process. The CONTRACTOR agrees further to certify annually its compliance with Parts 655 before March 15th and to submit the Management Information System (MIS) reports before March 15th to Andrew Carter, CITY Administrator, CITY of Guadalupe, 918 Obispo Street, Guadalupe, CA 93434. To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

14. GENERAL PROVISIONS

(a) SEVERABILITY The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of the other provisions of this Agreement.

(b) GOVERNING LAW The CITY and CONTRACTOR understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the Santa Barbara County Superior Court, Santa Maria, California.

(c) MODIFICATION OF AGREEMENT The terms of this Agreement can only be modified in writing approved by the CITY Council and the CONTRACTOR. The parties agree that this requirement for written modifications cannot be waived and any attempted waiver shall be void.

(d) AUTHORITY TO EXECUTE The person or persons executing this Agreement on behalf of CONTRACTOR warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of his/her/their corporation and warrants and represents that he/she/they has/have the authority to bind CONTRACTOR to the performance of its obligations hereunder. This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, but nothing in this Section shall be construed as a consent by CITY to any assignment of this Agreement or any interest in this Agreement.

(e) NOTICES Notices shall be given pursuant to this Agreement by personal service on the party to be notified, or by written notice upon such party deposited in the custody of the United States Postal Service addressed as follows:

<u>CITY:</u> Attention: CITY Administrator CITY of Guadalupe 918 Obispo Street Guadalupe, California 93434	<u>CONTRACTOR:</u> SMOOTH Inc. 240 East Roemer Way Santa Maria, CA 93454
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The notices shall be deemed to have been given as of the date of personal service, or three (3) days after the date of deposit of the same in the custody of the United States Postal Service.

(f) FIDELITY BOND The CONTRACTOR will obtain and keep in force a blanket fidelity bond, or similar instrument acceptable to City, providing no less than \$20,000 per occurrence. The CONTRACTOR will provide the CITY a copy of such

bond accompanied by proof of payment for same within thirty (30) days of entering into a contract with the CITY.

(g) PERFORMANCE BOND Within ten (10) calendar days after the award of the contract, the CONTRACTOR will be responsible for the submission of a performance bond prior to the initiation of service(s). The bond shall be renewed on an annual basis, and the amount of the bond shall be equal to 20% of the annual service contract. The bond shall serve as a guarantee of good faith on behalf of the CONTRACTOR that the terms of the contract shall remain in full force and effect during the full term of the contract, that CONTRACTOR will abide by said terms, and that Offeror shall fully and faithfully perform any and all obligations and duties imposed by said contract. The bond shall be a performance bond or a certificate of deposit issued in the name of the CITY. Other performance bond arrangements are subject to the approval of the CITY. The performance bond shall be maintained by the CONTRACTOR during the life of the contract.

(h) LIQUIDATED DAMAGES
The CONTRACTOR'S failure to perform its contractual service obligations will result in the assessment of liquidated damages at the rate of \$100.00 per day for each day of non-compliance/non-performance of administrative reports and at a rate up to \$500.00 per day for operational non-compliance/non-performance.

(i) COMPLIANCE WITH FEDERAL, STATE AND LOCAL REGULATIONS
The CONTRACTOR will comply with all applicable federal, State and local regulations.

15. ENTIRE AGREEMENT This Agreement is the complete, final, entire and exclusive expression of the Agreement between the parties hereto and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representations by any party which are not embodied herein and that no other AGREEMENT, statement, or promise not contained in this Agreement shall be valid and binding. This AGREEMENT may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[signatures appear on following page]

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed on the day and year first above written.

CITY OF GUADALUPE

CONTRACTOR

By *Francis Romo*
Mayor, City of Guadalupe

By *[Signature]*
Jim Talbot
EXECUTIVE DIRECTOR
Smartt Inc.

Andrew Banta
ATTEST: CITY CLERK
Deputy

95-305945
Federal Tax I.D. Number

7a.

**REPORT TO THE CITY COUNCIL
Council Agenda of March 22, 2015**

15/

ANC

Prepared by:
Jeff A. van den Eikhof, P.E. City Engineer

Reviewed by:
Andrew N. Carter, City Administrator

SUBJECT:

Approve the City of Guadalupe Spill Response Plan.

RECOMMENDATION:

Adopt Resolution No. 2016-13 approving the Spill Response Plan as required by the Phase II Small MS4 General Stormwater Permit.

DISCUSSION:

On June 9, 2015, the City Council adopted Ordinance No. 2015-435 which amended the Guadalupe Municipal Code to modify existing regulations regarding discharges into the stormwater collection and treatment system. This ordinance was in response to requirements of the National Pollution Discharge Elimination System (NPDES) of the Clean Water Act. "NPDES prohibits [discharges] of pollutants from any point source into the nation's waters except as allowed under an NPDES permit." The program gives the EPA authority to regulate discharges into the nation's waters by setting limits on the effluent that can be introduced into a body of water from an operating and permitted facility.

The City is a permittee under the State of California's Waste Discharge Requirements for Small Municipal Separate Storm Sewer Systems (Order No. 2013-0001-DWG) and the NPDES Statewide General Permit No. CAS000004 (General Permit). Ordinance No 2015-435 gave the necessary legal authority to implement appropriate procedures to regulate the entry of pollutants and non-storm water discharges into the storm drain system.

One of the permit requirements is the adoption of a Spill Response Plan. The Spill Response Plan outlines the response and procedures for minor spills, semi-significant spills, and significant spills. A spill can be any hazardous or harmful material that can enter the storm drainage system. The spill response plan outlines the reporting necessary for the different types of spills, the necessary actions taken, and the necessary training for personnel. The City is also required to keep a Spill Log and Spill Response Incident Report which will be reported to the State.

City Staff must be trained on the Spill Response Plan and the reporting that is required. The implementation of the Spill Response Plan will be added to the duties of City Staff that are involved. Departments that will most likely be involved in the Spill Response Plan and Reporting are Public Works, Wastewater, Water, Fire and Police.

FISCAL IMPACT:

As with other requirements of the MS4 permits, the current source for funding is the City's existing Streets funds.

ATTACHMENT:

Spill Response Plan

Resolution 2016-13

RESOLUTION NO. 2016-13

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY GUADALUPE
ADOPTING THE CITY OF GUADALUPE SPILL RESPONSE PLAN**

WHEREAS, The City is a permittee under the State of California's Waste Discharge Requirements for Small Municipal Separate Storm Sewer Systems (Order No. 2013-0001-DWG) and the NPDES Statewide General Permit No. CAS000004 (General Permit); and,

WHEREAS, The City of Guadalupe adopted Ordinance No. 2015-435 giving the City authority to regulate grading stormwater, construction and post-construction management, and illegal discharges and illicit connections; and,

WHEREAS, a Spill Response Plan is a requirement of the MS4 permit;

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

SECTION 1. Adopts the Spill Response Plan; and,

SECTION 2. Authorizes City Staff to modify the Spill Response Plan as necessary to meet the stormwater regulations.

PASSED, APPROVED AND ADOPTED at a regular meeting on the 22nd day of March 2016 by the following vote:

Motion:
AYES:
NOES:
ABSENT:
ABSTAIN:

I, **Andrew Carter**, Deputy City Clerk of the City of Guadalupe **DO HEREBY CERTIFY** that the foregoing Resolution, being **Resolution No. 2016-13**, has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held March 22, 2016, and that same was approved and adopted.

ATTEST:

Andrew Carter
Deputy City Clerk

John Lizalde
Mayor



City of Guadalupe Spill Response Plan

Spill Containment:

The general spill response and containment procedures are outlined below based on the severity of the spill.

Minor Spills

Clean up minor spills using the following procedures:

1. Contain the spread of the spill
2. Recover the spilled material by absorption
3. Clean the contaminated area
4. Dispose of the contaminated material promptly and properly
5. Follow up with an Incident report as noted in Spill Reporting Section.

Semi-significant Spills

Clean up semi-significant spills immediately by the following procedures:

1. Contain the spread of the spill
2. Recover the spilled material using absorption whenever a spill occurs on a paved surface or an impermeable surface
3. Contain the spill with an earthen dike and dig up the contaminated soil for disposal whenever a spill occurs on soil
4. If the spill occurs during precipitation, cover the spill with plastic or other material to prevent contaminated runoff
5. Dispose of the contaminated material promptly and properly
6. Follow up with an Incident report as noted in Spill Reporting Section.

Significant or Hazardous Spills

Immediately notify qualified personnel of significant or hazardous spills. Do not let construction personnel attempt to clean up the spill until qualified staff have arrived. Do the following:

1. Notify the local emergency response team by dialing **911**.
2. Notify the City's Water Pollution Control (WPC) Manager (Andrew Carter at 805-356-3892) and follow up with an Incident report as noted in Spill Reporting Section.
3. Obtain the services of a spills contractor or hazardous material team immediately.
4. Notify the Governor's Office of Emergency Services Warning Center at (805) 852-7550
5. Notify the National Response Center at (800) 424-8802 regarding spills of Federal reportable quantities under CFR Title 40, Parts 110, 119, and 302
6. Notify other agencies as appropriate, including:

6.1. Fire Department	(805) 356-3905
6.2. Public Works Department	(805) 356-3889
6.3. County of Santa Barbara Office of Emergency Services	(805) 681-5526
6.4. Highway Patrol (Santa Maria)	(805) 349-8728
6.5. City Police	(805) 343-2112
6.6. County Sheriff Department	(805) 934-6150
6.7. Department of Toxic Substances	(916) 255-3618
6.8 Cal OSHA (Santa Ana Regional Enforcement Office)	(714) 558-4300
6.9. Regional Water Resources Control Board	(805) 549-3147
6.10 California Department of Fish and Game	(858) 467-4201

Prevent spills from entering storm water runoff before and during cleanup. Do not bury spills or wash spills with water.

Keep material or waste storage areas clean, well-organized, and equipped with enough cleanup supplies for the material being stored.

Personnel will ensure that used spill cleanup materials are properly characterized before disposal.

Spill Reporting:

Report minor, semi-significant, and significant spills to the WPC Manager, or their designee. Fill out the Spill Log and Incident Report found in Appendices A & B. The WPC Manager must oversee and enforce this spill response plan.

Plan Management:

The WPC Manager, or their designee, shall administer this plan and will be responsible for updating and including any required documentation.

Training:

All personnel will be educated on the City’s Spill Response Plan, including appropriate responder and reporting requirements. All personnel that may respond to a spill, large or small, need to be trained on the contents and procedures in this plan. If you are not trained and witness a spill, call or notify the WPC Manager.

Spill Tracking:

Any spills must be entered into the Spill Log (see Appendix A), which can be populated with the information provided on ‘Spill Response Incident Tracking Sheet’. If a large catastrophic spill occurs, attach additional pages to describe the event. Include known or possible causes, areas affected, and effectiveness of the cleanup. For small spills, it is sufficient to fill out the Spill Log, and to take measures to prevent a repeat occurrence.

Appendix B - Spill Response Incident Report

Incident ID:			
Responder Information			
Call taken by:		Call date:	
Call time		Other info:	
Reporter Information			
Incident time:		Incident Date:	
Caller contact information (optional):			
Incident Location (complete one or more box below)			
Latitude and longitude:			
Closest Street Address:			
Nearby Landmark and/or narrative description of location:			
Spill Incident Specifics			
Size of spill (~ gallons):			
Material Spilt, if known (i.e. sewage, oil/ solvents/ chemicals, wash water, etc):			
Suspected source of spill:			
Narrative of incident (include additional pages as necessary)			
Type of Spill (determined by City WPC Manager):			
	Minor	Semi-Significant	Significant or Hazardous Materials*

8a.

**REPORT TO THE CITY COUNCIL
Council Agenda of March 22, 2016**



Prepared by:
Jeff A. van den Eikhof, P.E. City Engineer



Reviewed by:
Andrew N. Carter, City Administrator

SUBJECT:

Amendment to Contract with Pavement Engineering Inc. for design, inspection, testing and contract administration of the 2016 Pavement Maintenance Project and the 2016 Pavement Rehabilitation Project.

RECOMMENDATION:

Adopt Resolution No. 2016-12 authorizing the City Administrator to amend the existing contract with Pavement Engineering Inc. (PEI) for the 2016 Pavement Maintenance Project and the 2016 Pavement Rehabilitation Project. It is further recommended that the City Council authorize the City Administrator to approve any necessary contract amendments within the proposed \$900,000 total project budget.

DISCUSSION:

On February 11, 2014, City Council adopted Resolution 2014-05 approving the Pavement Management System Report (pavement master plan) prepared by Pavement Engineering Inc. (PEI). That report outlined a cost effective and efficient method of managing the City's street paving needs over time.

On March 25, 2014, the City Council adopted Resolution No. 2014-13 which approved a consultant agreement with PEI for 2014 Design and Construction Management Services of \$29,700 based on a total 2014 Pavement Maintenance Project budget of \$350,000. In May of 2014, when the design work was approximately 70% complete, PEI was instructed to place the 2014 Pavement Maintenance Project on hold due to the City's financial crisis.

In April 2015, PEI was authorized to move forward with design of the 2015 Pavement Management Project with a total project budget of \$450,000. With \$8,871 remaining in PEI's 2014 Design and Construction Management Services contract, it was estimated an additional \$4,640 beyond that would be required to complete design of the 2015 Pavement Management Project. PEI's 2014 contract was amended by the City Manager in accordance the authority granted him in Resolution No. 2014-13. The proposed 2015 streets were Pioneer Street from Third Street to West Main Street, Third Street from Lindy Drive to Pioneer Street (as an alternate), and slurry seal of the Point Sal Dunes neighborhood.

Due to the existing condition of Pioneer Street and the transit bus loading which occurs on that street, the recommended pavement rehabilitation for Pioneer Street is pulverization, base treatment, and re-pavement. The construction methods to be used required the Gas Company to evaluate the need to the lower gas lines in Pioneer Street. A similar issue with the Gas

Company was encountered last year in the City of Pismo Beach and a pavement project already under construction was significantly delayed while the Gas Company lowered the lines. To prevent construction delays in Guadalupe, the 2015 Pavement Maintenance Project was placed on hold to resolve the gas line issue prior to going out to bid. On February 22, 2016, the City Engineer and City Administrator met with the Gas Company to resolve the gas line issue. The Gas Company has committed to evaluating and potentially lowering the Pioneer Street gas lines as needed so that construction can proceed on Pioneer Street this summer.

Due to the no significant street maintenance projects taking place in Guadalupe for many years, the balance in the Street Fund (Measure A, Gas Tax, and LTF) has grown to almost \$1.6 million, with \$300,000 in new revenue added each year beyond the amount needed to fund our Street Crew and regular street maintenance projects – pothole work, minor repairs to streets, sidewalks, and storm drains, striping, signage, tree trimming, etc. Based on the available existing funding, annual new Streets revenue, and the overall street paving needs of the City, the City Engineer recommends increasing the 2016 Pavement Maintenance and Rehabilitation Project budget to \$900,000. The project will be split into two separate efforts – the 2016 Pavement Maintenance Project which includes slurry sealing all of the streets in the Point Sal Dunes neighborhood and the 2016 Pavement Rehabilitation Project which will include the following street segments:

- Pioneer Street: Fifth Street to West Main Street
- Third Street: Lindy Drive to Pioneer Street (as an alternate)
- Lindy Drive: Third Street to Wong Street (as an alternate)
- Wong Street: Third Street to Pioneer Street (as an alternate)

The Pioneer Street segment will be the base bid for the work. The other street segments listed as alternates will be added to the construction contract based upon the budget and bid prices actually received.

The City Engineer recommends amending the 2014 PEI Design and Construction Management contract as follows:

Original 2014 Contract Amount (approved by Council)	\$29,000
2015 Amendment (approved by City Administrator)	\$4,640
<u>2016 Amendment (to be approved by Council)</u>	<u>\$9,400</u>
Total Design Portion	\$43,040

The cost of inspection, testing, and construction administration for this type of project is typically 10-15% of the construction costs. The City Engineer recommends including construction services of \$80,000 in this contract.

Total Design Portion	\$43,040
<u>Construction Services (to be approved by Council)</u>	<u>\$80,000</u>
Total Contract:	\$123,040

FISCAL IMPACT:

There is approximately \$1.6 million available for streets projects. It is recommended that \$900,000 be approved for the 2016 Pavement Maintenance Project and the 2016 Pavement

Rehabilitation Project. This includes not only the construction costs but the "soft costs" of professional services by PEI for testing, design, construction management, and inspection.

The estimated total design costs are \$43,040 (includes prior year work). The estimated costs for construction management, testing, and inspection are \$80,000.

ATTACHMENT:

Resolution No. 2016-12
PEI Proposal

RESOLUTION NO. 2016-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY GUADALUPE APPROVING THE AMENDMENT TO THE CONSULTANT AGREEMENT WITH PAVEMENT ENGINEERING INC. FOR 2016 PAVEMENT MAINTENANCE AND PAVEMENT REHABILITATION PROJECTS

WHEREAS, the City has determined the need to implement a cost effective and efficient method of managing street maintenance needs; and,

WHEREAS, on February 11, 2014 City Council adopted Resolution 2014-05 approving the long-term Pavement Management System Report (pavement management plan) prepared by Pavement Engineering Incorporated (PEI); and,

WHEREAS, on March 25, 2014, City Council adopted Resolution 2014-13 approving a \$29,000 consultant agreement with PEI for Preventative Maintenance Design and Construction Management Services based on a total 2014 project budget of \$350,000; and,

WHEREAS, the planned 2014 paving work was postponed from 2014 to 2015 due to the City's financial crisis and the total 2015 project budget increased to \$450,000; and

WHEREAS, the planned 2015 paving work was postponed to 2016 due to the necessity for SoCal Gas to lower natural gas lines in the streets to be paved; and,

WHEREAS, City Council has received a proposal from PEI dated March 2, 2016 to increase the scope of work based on a 2016 project budget of \$900,000; and,

WHEREAS, the City Administrator and the City Engineer recommend approval of the proposal.

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

SECTION 1. Authorize amendments to the consultant agreement with PEI, increasing the contract amount to \$123,040, which includes \$43,040 for design (including prior year work) and \$80,000 in construction services; and,

SECTION 2. Grant permission to the City Administrator to authorize any necessary amendments to the amended agreement that are within the total 2016 project budget of \$900,000.

PASSED, APPROVED AND ADOPTED at a regular meeting on the 22nd day of March 2016 by the following vote:

Motion:

AYES:

NOES:

ABSENT:

ABSTAIN:

I, **Andrew Carter**, Deputy City Clerk of the City of Guadalupe **DO HEREBY CERTIFY** that the foregoing Resolution, being **Resolution No. 2016-12**, has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held March 22, 2016, and that same was approved and adopted.

ATTEST:

Andrew Carter
Deputy City Clerk

John Lizalde
Mayor

March 2, 2016

MP16-114

Jeff van den Eikhof
City of Guadalupe
918 Obispo Street
Guadalupe, CA 93434

Subject: Proposal to Finish the Plans, Specifications and Estimates for the 2016
Pavement Maintenance and Rehabilitation Project

Dear Jeff:

We appreciate the confidence you have in our services and look forward to working with you and the City of Guadalupe on its 2016 pavement maintenance and rehabilitation projects. This proposal outlines our services and fees.

BACKGROUND

In March of 2014, the City of Guadalupe entered into a contract with Pavement Engineering Inc. (PEI) to assist them with its 2014 pavement maintenance project, including recommending streets, preparing contract documents and providing bidding assistance. In May of 2014, the City placed the project on hold. In April 2015, the project limits were modified to accommodate a water line project and a budget of \$450,000. Underground utilities within the limits of work delayed the project until now. The City now desires to proceed with two separate projects, a maintenance project and a rehabilitation project. They have an estimated \$900,000 budgeted for the combined projects including construction, design, inspection and testing.

For this year's maintenance project, we recommend selecting slurry streets from the following neighborhood:

Point Sal Dunes	\$ 88,000
-----------------	-----------

For this year's rehabilitation project, we recommend the City consider including the following street segments in their pavement rehabilitation project:

<u>Proposed Project Streets</u>	<u>Est. Const. Cost</u>
Pioneer Street: Fifth Street to West Main Street	\$580,000
Third Street: Lindy Drive to Pioneer Street (as an alternate)	\$ 74,000

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March 2, 2016
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Lindy Drive: Third Street to Wong Street (as an alternate)	\$ 69,000
Wong Street: Third Street to Pioneer Street (as an alternate)	\$ 49,000

This selection of streets yields an estimated construction cost of \$860,000 with \$192,000 as bid alternates. These streets are being recommended because the pavement evaluation was completed and the design for these segments are in various stages of completion from the original project.

DESCRIPTION OF SERVICES

Task 1 – Complete Contract Documents (Plans, Specifications and Estimates)

PEI will use the previously collected field measurements and evaluation data, including deflection testing, coring and R-value information to complete the design of the proposed streets.

PEI will compile all field quantities into individual engineer's estimates by street segment and will provide a summary spreadsheet of each entire project. Using these quantities, along with the pavement evaluation data, PEI will meet with City staff to review the rehabilitation approach for each of the project streets.

We will draft technical specifications and details for typical sections, transitions, conforms, digouts, and additional pavement work will be prepared. PEI will submit any portion of the maintenance work that requires further clarification in the form of drafted plan views, details, elevations, or cross sections, as is necessary. Where it facilitates the design, PEI will use aerial photographs to develop base sheets. This information will be submitted to the City at the 90% design review.

After reviewing the 90% submittal, we will meet with City staff to resolve any outstanding issues and will modify our work accordingly. A final 100% submittal will follow. The City will incorporate the technical specifications, plans and the bid schedules into the contract documents.

For this project, we anticipate that the existing striping will remain unchanged.

Task 2 - Inspection, Engineering Support and Contract Administration Services

Our scope of work includes attending meetings, including preconstruction, progress and final inspection; reviewing schedule and technical submittals; reviewing payment requests; developing technical change orders; processing final payments; project



closeout and coordinating all work with the City of Guadalupe. This proposal is based upon all of the work being completed under a single construction contract.

PEI will provide an inspector to observe all construction activities at each site, and provide field testing for the pavement portions of the work. Testing services include the field and laboratory testing necessary to assure that the Contractor is providing the required quality of workmanship and materials during construction. Field testing involves performing field density tests on soils, aggregates and asphalt concrete using a nuclear density gauge. Laboratory tests include determination of maximum density and optimum moisture content for soils and aggregates and maximum compacted unit weight, maximum theoretical unit weight, stability, air voids and core unit weights for asphalt concrete.

Included are weekly project visits by the project manager. The project manager will be the owner's representative liaison for the construction project and will report on the project progress and quantities and will provide written inspection reports and days of inspection. The City retains financial control and approval powers at critical stages of construction while the daily duties or specialized tasks are performed by PEI personnel.

Upon completion of the project, PEI will prepare a final report that outlines all of the work completed at the various sites, and the test results for the various tests completed.

FEES

Task 1 - Engineering Design Fees

We estimate that it will take an additional \$9,400 to split the existing project into two projects and complete them. Our work will be invoiced on a time and material basis according to our original contract fee schedule.

Task 2 - Inspection, Engineering Support and Contract Administration Services Fees

PEI can provide any level of construction assistance needed. For budgeting purposes, our typical fees for providing inspection, engineering support and contract administration for a project this size will be about 10% of the construction cost. For the proposed work, our fee would be \$80,000. This fee is an estimate based on our experience with similar projects.

Once the overall scope of the work and the level of inspection has been determined, PEI will provide a revised proposal for inspection, engineering support and contract administration services.



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PROPOSED WORK SCHEDULE

PEI understands that time is of the essence. We are committed to completing the final contract documents in four to six weeks, so the City can enter into a construction contract before this summer.

All fees and costs associated with this project are subject to final negotiation with the City of Guadalupe. Any change in scope may result in additional fees. The attached proposal conditions apply.

Please call me at (805) 781-2265 with any questions you may have about this proposal. It's always great working with you, Jeff. It's our goal to exceed your expectations.

Very truly yours,
PAVEMENT ENGINEERING INC.



Joseph L. Ririe, P.E.
Principal

Attachments: Fee Breakdown Schedule
 Proposal Conditions

pc: C File
 M File
 MP File S/R/P



PROPOSAL CONDITIONS

1. Proposal is valid for thirty days from the date of the proposal.
2. All work shall be performed utilizing common methods and practices of the civil engineering profession. Reports and construction documents will be signed by a registered civil engineer.
3. Fees for Lump Sum or Unit Price Proposals will be charged at the quoted price. The quoted prices include all laboratory testing costs. Fees for Engineering and Technical Services on a Time and Materials Basis will be charged at the applicable hourly rates of the current PEI Fee Schedule.
4. The proposal is based upon providing insurance with limits as defined in the referenced RFP.
5. One copy of an Engineering Report or Plans and Specifications will be provided to the Owner of a project. Additional copies are \$35 each.
6. Payment: Invoices will be submitted at the completion of the work for Engineering Reports. Inspection fees will be invoiced on a monthly basis. All invoices are due upon receipt. Interest of 1-1/2% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by the client.



**FEE BREAKDOWN SCHEDULE
FOR THE
CITY OF GUADALUPE
2016 PAVEMENT MAINTENANCE PROJECTS**

	Rate	Hours	Total
Task 3 Prepare Contract Documents and Estimates			
Senior Principal Engineer	\$210	6	\$1,260
Associate Engineer	\$145	12	\$1,740
Senior Engineering Technician	\$120	16	\$1,920
Engineering Technician	\$115	16	\$1,840
CAD Drafting	\$110	24	\$2,640
	Est. Total		\$9,400
Total Estimated Project Fee:			\$9,400.00

REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE
Agenda of March 22, 2016


Prepared by:
Gary Hoving, Director of Public Safety


Approved by:
Andrew Carter, City Administrator

SUBJECT: Adoption of a Resolution Authorizing the Fire Department to Surplus and Auction One Vehicle Deemed as Surplus and Transfer Proceeds into the Fire Safety Fund (Fund 40)

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 2016-11 authorizing staff to surplus one vehicle through a sealed bid process.

BACKGROUND:

The Fire Department had acquired a 2001 Chevrolet Silverado 2500 four wheel drive truck for use as a rescue vehicle. The truck has served the community well over the past fifteen years. However, through wear, the vehicle maintenance costs were rising sharply necessitating the replacement of the truck. A new replacement vehicle has been leased to replace the aging rescue truck.

DISCUSSION:

City staff is seeking Council's approval to submit one vehicle described as a 2001 Chevrolet pickup with Vehicle Identification Number 1GCHK29U21E218444 for sale through a sealed bid process. The sale value is expected to be between \$5,000 and \$6,000 based on an estimate from the Blue Book. Staff is seeking approval to advertise locally and accept sealed bids to be submitted to the City Administrator. The City Administrator and City Clerk would open the sealed bids and award the sale to the highest bidder. This manner would allow the City to realize the greatest return.

This vehicle would be offered for sale "as-is, where-is" with no guarantee or warranty whatsoever.

The Guadalupe Cemetery District has requested that the City donate the surplus rescue truck for their duties instead of selling.

Fiscal Impact

Approval of the request will result in a revenue estimate of \$5,000 to \$6,000. These funds would be used for the purchase of firefighting equipment. Our previous sealed bid sale had favorable result compared to sending equipment to a professional auction service.

RESOLUTION NO. 2016-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUADALUPE, CALIFORNIA DECLARING CERTAIN PROPERTY TO BE SURPLUS AND AUTHORIZING THE DISPOSAL OF THE PROPERTY

WHEREAS, City Staff of Guadalupe has in its possession different types of properties that are no longer effective or usable; and

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Guadalupe that such property is hereby declared to be surplus to the needs of the City; and

BE IT FURTHER RESOLVED that such property as described in Exhibits "A" attached hereto and made a part hereof, be disposed of in a way that is the most profitable to the City, in accordance with the procedures established in the California Government Code (Section 27350), and Civil Code (Section 2080.4).

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Guadalupe held this 22nd day of March, 2016.

MOTION:

AYES:

NOES:

ABSENT:

ABSTAIN:

I, **Joice Earleen Raguz**, City Clerk of the City of Guadalupe, **DO HEREBY CERTIFY** that the foregoing Resolution, being **Resolution No. 2016-11**, has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held March 22, 2016, and that same was approved and adopted.

ATTEST:

Joice Earleen Raguz, City Clerk

John Lizalde, Mayor

EXHIBIT "A"
GUADALUPE POLICE DEPARTMENT
Surplus Vehicle

<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>VIN</u>	<u>License</u>
2001	Chevrolet	Silverado	1GCHK29U21E218444	Exempt

RESOLUTION NO. CC 2016-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUADALUPE FOR PAYING AND REPORTING THE VALUE OF EMPLOYER PAID MEMBER CONTRIBUTIONS

WHEREAS, the governing body of the City of Guadalupe has the authority to implement Government Code Section 20636(c) (4) pursuant to Section 20691;

WHEREAS, the governing body of the City of Guadalupe has a written labor policy or agreement which specifically provides for the normal member contributions to be paid by the employer, and reported as additional compensation;

WHEREAS, one of the steps in the procedures to implement Section 20691 is the adoption by the governing body of the City of Guadalupe of a Resolution to commence paying and reporting the value of said Employer Paid Member Contributions (EPMC);

WHEREAS, the governing body of the City of Guadalupe has identified the following conditions for the purpose of its election to pay EPMC;

- **This benefit shall apply to all employees of the City.**
- **This benefit shall consist of paying seven percent of the normal contributions as EPMC for represented and unrepresented Classic miscellaneous employees, three percent of the normal contributions as EPMC for Classic public safety employees, and five percent of the normal contributions as EPMC for the City Administrator, and reporting the same percent (value) of compensation earnable {excluding Government Code Section 20636(c)(4)} as additional compensation.**
- **The effective date of this Resolution shall be March 22, 2016.**

NOW, THEREFORE, BE IT RESOLVED:

SECTION 1. The governing body of the the City of Guadalupe elects to pay and report the value of EPMC, as set forth above.

SECTION 2. This Resolution shall become effective immediately upon its adoption.

SECTION 3. The City Administrator is directed to file with the Board of Administration of the Public Employees' Retirement system a verified copy of this Resolution, and to perform on behalf of the City all functions required of it under the regulations of the Board of Administration.

PASSED AND ADOPTED at a regular meeting on the 22nd day of March, 2016 by the following vote:

Motion:

AYES:
NOES:
ABSENT:
ABSTAIN:

I, Andrew Carter, Deputy City Clerk of the City of Guadalupe, DO HEREBY CERTIFY that the foregoing Resolution, being C.C. Resolution No. 2016-14, has been duly signed by the Mayor and attested by the Deputy City Clerk, all at a regular meeting of the City Council, held March 22, 2016, and that same was approved and adopted.

ATTEST:

Andrew Carter
Deputy City Clerk

John Lizalde
Mayor

APPROVED AS TO FORM:

DAVID M. FLEISHMAN, City Attorney

* Note: Payment of EPMC and reporting the value of EPMC on compensation earnable is on pay rate and special compensation except special compensation delineated in Government Code Section 20636(c)(4) which is the monetary value of EPMC on compensation earnable.

REPORT TO CITY COUNCIL
Council Agenda of 03-22-16



Andrew Carter, City Administrator

SUBJECT Economic Development

RECOMMENDATION

- 1) Council to complete the Self-Assessment Survey.
- 2) Council to provide feedback on proposed surveys to be used with downtown business owners and local residents.

DISCUSSION

Councilmembers Julian and Beatty will provide additional information on their efforts to encourage economic development. That includes their plans to hold another community forum.

As part of this process, Julian and Beatty hope that the rest of Council will take the time to complete the attached Self-Assessment Survey and return it to Councilmember Julian by April 1st. (Copies of this survey were also made available to Council at the 02-23-16 Council meeting.)

Julian and Beatty also hope that Council will provide feedback on the proposed business and consumer surveys (attached) to be used to gather information from local residents. The Business Survey would be individually distributed (in person or via US mail) to every Guadalupe business. The Consumer Survey would be enclosed with City utility bills. Both surveys would be distributed in Spanish as well as English.

The Business Survey was originally developed by Supervisor Farr's office. Minor modifications have been made to it. The Consumer Survey was originally developed by Shirley Boydston. Significant changes have been made to try to focus the survey on revealing where residents shop for different items (Guadalupe vs. Santa Maria) and why many choose Santa Maria over Guadalupe for their shopping needs.

ATTACHMENTS

Memo from Councilmember Julian to rest of Council, 03-11-16
Proposed Business Survey
Proposed Consumer Survey
Self-Assessment Survey

TO: Council Members, City of Guadalupe
Andrew Carter, City Administrator
Gary Hoving, Public Safety Director

FROM: Ariston Julian, Council Member

DATE: March 11, 2016

SUBJECT: Self-Assessment Questions for Strategies – Narrative

Andrew, Council member Jerry Beatty and I met on Thursday to assist in the follow up of the community meeting held on January 30th. I circulated "numerous" documents to council members in an effort to help the City of Guadalupe, its businesses and residents, create a more robust downtown area.

As a result of this meeting, it was agreed that council members would be asked to complete the **Self-Assessment Questions for Strategies** questionnaire as a tool to help direct how the city council may help set policy leading to positive downtown business outcomes. Andrew agreed to copy the tool to council members and we ask council members to complete this assessment/survey by April 1st. When completed, I will tabulate the information and present this summary to the council at, hopefully, our April 12th meeting.

We also discussed the actual assessment tool which asks for a **Yes/No** response. In many instances, there could be a Non-applicable (NA) or Unknown (UN). In the latter cases, council members should indicate NA/UN if this is closer to a response.

Lastly, thanks to Andrew and Jerry for helping in this effort. Hopefully, a review of what the city has for policies in addressing financial issues may help in our efforts at downtown revitalization. In combination with business and community surveys being developed, we should be able to better understand any voids or roadblocks in creating a more viable downtown Guadalupe business district.

Thank you for your assistance and efforts.

CITY OF GUADALUPE – BUSINESS SURVEY

Overview

This survey is confidential and intended for business owners in Guadalupe. This is your chance to let the City of Guadalupe know what services and assistance are needed to help your business grow.

Instructions

Please take a few minutes to complete this survey. Thank you for your participation.

Please indicate your business type. (Check all that apply)

- | | | | |
|--|--|--|---|
| <input type="checkbox"/> Grocery Store | <input type="checkbox"/> Gas Station | <input type="checkbox"/> Clothing Store | <input type="checkbox"/> Medical Office |
| <input type="checkbox"/> Convenience Store | <input type="checkbox"/> Auto Sales | <input type="checkbox"/> Thrift Store | <input type="checkbox"/> Dental Office |
| <input type="checkbox"/> Liquor Store | <input type="checkbox"/> Auto Repair | <input type="checkbox"/> Dollar Store | <input type="checkbox"/> Real Estate Office |
| <input type="checkbox"/> Restaurant | <input type="checkbox"/> Tire Store | <input type="checkbox"/> Furniture Store | <input type="checkbox"/> Law Office |
| <input type="checkbox"/> Bakery | <input type="checkbox"/> Auto Parts | <input type="checkbox"/> Hair Salon | <input type="checkbox"/> Labor Contractor |
| <input type="checkbox"/> Ice Cream Shop | <input type="checkbox"/> Hardware Store | <input type="checkbox"/> Barber Shop | <input type="checkbox"/> Agri. Enterprises |
| <input type="checkbox"/> Drug Store/Pharmacy | <input type="checkbox"/> Building Materials | <input type="checkbox"/> Dance/Exercise Studio | <input type="checkbox"/> Church |
| <input type="checkbox"/> Bank | <input type="checkbox"/> Laundry/Dry Cleaner | <input type="checkbox"/> Bookkeep/Tax Prep | <input type="checkbox"/> Non-Profit |

Other (fill in) _____

How long has your business been in existence?

- Less than 1 year 1 to 5 years 5 to 10 years More than 10 years

What is your role in your business?

Owner Manager Other (fill in) _____

How many people currently work at your business?

Full-time # _____ Part-time # _____

Do you own or rent your space? Own Rent

What is the size of your space? _____ square feet

Over the past year, did your sales increase or decrease?

Increase Decrease No change New business

How do you promote your business? (Check all that apply)

- | | | |
|---|--|--|
| <input type="checkbox"/> Sales calls (face to face) | <input type="checkbox"/> Sales calls (telephone) | <input type="checkbox"/> Networking (clubs, professional groups) |
| <input type="checkbox"/> Word of mouth | <input type="checkbox"/> Internet | <input type="checkbox"/> Social media (Facebook, Twitter, etc.) |
| <input type="checkbox"/> Television advertising | <input type="checkbox"/> Radio advertising | <input type="checkbox"/> Newspaper advertising |
| <input type="checkbox"/> Trade publications | <input type="checkbox"/> Fliers/handbills | <input type="checkbox"/> Direct mail advertising |
| <input type="checkbox"/> E-mail marketing | <input type="checkbox"/> Billboards/outdoor | <input type="checkbox"/> Events/sponsorships |

Other(fill in) _____

What services/assistance do you need?

- | | | | |
|--|--|--|--|
| <input type="checkbox"/> Budgeting | <input type="checkbox"/> Business plan | <input type="checkbox"/> Bookkeeping | <input type="checkbox"/> Tax preparation |
| <input type="checkbox"/> Pricing | <input type="checkbox"/> Purchasing | <input type="checkbox"/> Inventory mgmt. | <input type="checkbox"/> Legal services |
| <input type="checkbox"/> Marketing | <input type="checkbox"/> Advertising | <input type="checkbox"/> Website development | <input type="checkbox"/> Customer outreach |
| <input type="checkbox"/> Customer service | <input type="checkbox"/> Hiring | <input type="checkbox"/> Payroll | <input type="checkbox"/> Employee training |
| <input type="checkbox"/> Liability Insurance | <input type="checkbox"/> Health insurance | <input type="checkbox"/> Workers comp. | <input type="checkbox"/> Banking |
| <input type="checkbox"/> Loans | <input type="checkbox"/> Store signage | <input type="checkbox"/> Store layout/design | <input type="checkbox"/> Energy savings |
| <input type="checkbox"/> Negotiation skills | <input type="checkbox"/> Dealing w/ government | | |

Other _____

Would you be interested in joining a business association in Guadalupe?

- Yes No Not sure

Would you be interested in participating in group advertising efforts?

- Yes No Not sure

Would you be interested in participating in neighborhood promotional events?

- Yes No Not sure

Would you be interested in participating in group workshops and training?

- Yes No Not sure

If Yes or Not Sure: Best day(s) of week: _____

Best time(s) of day: _____

Preferred language: _____

Please provide additional feedback:

May we contact you for follow-up? Yes No

If yes: Name: _____

E-Mail Address: _____

Phone Number: _____

CITY OF GUADALUPE – CUSTOMER SURVEY

The City of Guadalupe is looking for ways to improve Guadalupe’s quality of life, particularly when it comes to shopping. Please answer this survey to provide your input. Thank you.

What percentage of your weekly shopping do you do in each place?

_____ % in Guadalupe _____ % in Santa Maria _____ % in other towns _____ % Online/internet

For things you buy in a store instead of online, where are you most likely to:

Buy groceries?	_____ Guadalupe	_____ Santa Maria	_____ Other town	_____ DK/NA*
Buy clothing?	_____ Guadalupe	_____ Santa Maria	_____ Other town	_____ DK/NA*
Buy household items?	_____ Guadalupe	_____ Santa Maria	_____ Other town	_____ DK/NA*
Buy medicine/drug store items?	_____ Guadalupe	_____ Santa Maria	_____ Other town	_____ DK/NA*
Buy toys & games?	_____ Guadalupe	_____ Santa Maria	_____ Other town	_____ DK/NA*
Buy hardware/building supplies?	_____ Guadalupe	_____ Santa Maria	_____ Other town	_____ DK/NA*
Buy gasoline?	_____ Guadalupe	_____ Santa Maria	_____ Other town	_____ DK/NA*
Buy tires?	_____ Guadalupe	_____ Santa Maria	_____ Other town	_____ DK/NA*
Get your car serviced/repaired?	_____ Guadalupe	_____ Santa Maria	_____ Other town	_____ DK/NA*
Eat out, fast food?	_____ Guadalupe	_____ Santa Maria	_____ Other town	_____ DK/NA*
Eat out, other type restaurant?	_____ Guadalupe	_____ Santa Maria	_____ Other town	_____ DK/NA*
Get your hair cut or styled?	_____ Guadalupe	_____ Santa Maria	_____ Other town	_____ DK/NA*
Go to the doctor?	_____ Guadalupe	_____ Santa Maria	_____ Other town	_____ DK/NA*
Go to the dentist?	_____ Guadalupe	_____ Santa Maria	_____ Other town	_____ DK/NA*
Go to the bank?	_____ Guadalupe	_____ Santa Maria	_____ Other town	_____ DK/NA*
Go to church?	_____ Guadalupe	_____ Santa Maria	_____ Other town	_____ DK/NA*

* DK/NA = Don't Know/Not Applicable

Why don't you do more shopping in Guadalupe? (Check all that apply)

_____ Prices are too high _____ Selection is poor _____ Stores don't have what I need
 _____ Stores are too small _____ Stores are too cluttered _____ Stores are too dirty
 _____ Poor customer service _____ Store personnel aren't friendly _____ I like going elsewhere

Other (fill in) _____

Please provide additional feedback:

Return this survey with your utility payment to City Hall, 918 Obispo Street. Thank you.

Appendix A

Appendix A includes self-assessment questions for each strategy to help local governments determine which strategies are appropriate for their context. By working through the self-assessment questions and using the strategies in this guide, local governments should have both the knowledge to decide if their community is ready to pursue infill development in distressed communities and the tools to help them do so successfully. Strategy 1 lays the foundation for the strategies that follow.

Self-Assessment Questions for Strategies

The following tables include 30 strategies for encouraging infill development. Each strategy comes with a series of questions for which a “yes” answer indicates support for the strategy and a “no” indicates that the community may need to make some policy, code, or other changes to make the strategy feasible. However, this community readiness assessment is not an exact science. More “yes” than “no” answers may indicate a readiness to apply the particular strategy. In general, the questions are simply designed to give the user some food for thought as he or she thinks about which strategies are most suitable given the circumstances.

FOUNDATION	PRIORITIES
	Strategy 1: Identify Priority Infill Development Areas
	POLICIES
	Strategy 2: Expedite Development Review
	Strategy 3: Set Tiered Impact Fees
	Strategy 4: Ease Parking Requirements in Infill Locations
	Strategy 5: Adopt Flexible Codes
	Strategy 6: Provide Clear Rules for Renovating Historic Buildings
	Strategy 7: Adopt an Adaptive Reuse Ordinance
	Strategy 8: Offer Density Bonuses in Infill Locations
	Strategy 9: Put Public Offices in Infill Locations
	PARTNERSHIPS
	Strategy 10: Seek State and Regional Partners
	Strategy 11: Identify Key Anchor Institutions
	Strategy 12: Explore Employer-Assisted Housing
	Strategy 13: Engage Philanthropic Organizations
	Strategy 14: Create a Public Sector-Developer Liaison
	Strategy 15: Create a Local Developer Capacity-Building Program
	PERCEPTION
	Strategy 16: Strengthen Code Enforcement
Strategy 17: Build Complete Streets	
Strategy 18: Create a Business Improvement District	
Strategy 19: Hold Public Events and Festivals in Infill Locations	
Strategy 20: Initiate a Neighborhood Identity Campaign	

FUNDING

FUNDING FOR INFILL

Strategy 21: Enact a Property Tax Abatement Program for Infill Locations

Strategy 22: Implement a Land Banking Program

Strategy 23: Implement a Land Value Tax

Strategy 24: Attract Private Equity

Strategy 25: Encourage Community Development Corporations

Strategy 26: Encourage Crowdfunding for Projects and Businesses in Priority Infill Development Areas

FUNDING FOR INFRASTRUCTURE

Strategy 27: Create a Tax Increment Financing District

Strategy 28: Establish a Capital Reserve Fund

Strategy 29: Create Special Assessment Districts

Strategy 30: Generate Revenue through Naming Rights and Advertising

Table A-1. Assessment Questions for Strategy 1		
Identify Priority Infill Development Areas		
Key Questions	Yes/No	Why Is This Important?
Do developers typically need a zoning variance or special use permit for infill projects, or are they required to pursue planned unit developments?	Yes <input type="checkbox"/> No <input type="checkbox"/>	The type of development a community wants should be the easiest to permit. Developers should be able to build the desired infill products "by right," without special exceptions or complex approval processes.
Has the community identified priority areas for infill or other growth (e.g., in a comprehensive plan, vision, or other document with broad public support)?	Yes <input type="checkbox"/> No <input type="checkbox"/>	A community vision or a comprehensive plan can provide direction on where and how to grow and invest.
Are there public or private investments in transportation, infrastructure, or beautification planned for potential infill areas?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Taking into account other planned investments when prioritizing areas for infill can help leverage limited public dollars.
Is there publicly owned property in potential infill areas?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Publicly owned land can be used to reduce the cost of infill development and make it more financially feasible. The process of identifying priority infill areas should take into account publicly owned land that might be used for this purpose.
Is there consensus in the community to redevelop infill areas?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Community support will be important as infill projects go through the visioning, planning, and implementation phases.
Are portions of the community walkable, transit-accessible, compact, and/or historically significant?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Areas with these attributes often are attractive, ready, and suitable for infill development.
Are there infill areas with a substantial amount of vacant land or already assembled parcels?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Large-scale infill development can be easier when the land has a single owner.
Does the local government have a place-based economic development strategy?	Yes <input type="checkbox"/> No <input type="checkbox"/>	A place-based strategy calls for strengthening the local economy by capitalizing on existing assets and distinctive community features.
Does the local government have relationships with any national organizations that can provide financial assistance?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Grant funding can start or improve a project or program.

Table A-2. Assessment Questions for Strategy 2		
Expedite Development Review		
Key Questions	Yes/No	Why is this Important?
Is mixed-use and higher-density infill development allowed by right?	Yes <input type="checkbox"/> No <input type="checkbox"/>	The local government should have zoning that allows the types of infill projects it wants to encourage. Expedited development review is not as useful to a developer who must go through a lengthy process to obtain a zoning variance or wait for the local government to update a zoning district.
Does the state government have incentives or exemptions for infill development in any permit requirements, such as environmental review or stormwater permitting?	Yes <input type="checkbox"/> No <input type="checkbox"/>	The state's policies can strengthen the local government's efforts. Local governments might work with the state to establish state incentives that expedite development review and permitting.
Does the local government have authority under state law or local ordinance to expedite development review in one location over another?	Yes <input type="checkbox"/> No <input type="checkbox"/>	This action might require state enabling legislation.
Has the local government identified the time it takes to conduct development review as a problem that should be addressed?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Expedited reviews in infill locations can be an incentive for developers by reducing time and costs.
Has the local government collected data on and analyzed the fiscal, environmental, transportation, and other impacts of infill development relative to greenfield development?	Yes <input type="checkbox"/> No <input type="checkbox"/>	These data can help the local government justify expedited development review for infill areas.
Is there a local vision or comprehensive plan in place that guides where infill development should go and what it should look like?	Yes <input type="checkbox"/> No <input type="checkbox"/>	The local government can build community support for infill if a clear vision or strategy exists that the community already shaped and supports.
Does the local development community support encouraging infill development?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Expediting the development review process for some areas over others could create friction in the development community. Engaging private developers early can help build consensus for a community growth vision.
Has the local government identified specific zones or districts in which to encourage infill development?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Identifying such zones in a policy statement such as a comprehensive plan adopted by the governing entity is an important early step and is a prerequisite for other strategies described in this report.
Has the local government identified design guidelines and the types of uses it seeks to encourage in these zones?	Yes <input type="checkbox"/> No <input type="checkbox"/>	The character and type of development that the community wants in infill locations should be clear to both the private sector and reviewing agencies. Following the guidelines can be a requirement for expedited review.

Table A-3. Assessment Questions for Strategy 3		
Set Tiered Impact Fees		
Key Questions	Yes/No	Why Is This Important?
Are local governments allowed to establish tiered impact fees under state law?	Yes <input type="checkbox"/> No <input type="checkbox"/>	This action might require state enabling legislation.
Does the local government charge impact fees to cover costs associated with development, such as new schools?	Yes <input type="checkbox"/> No <input type="checkbox"/>	This strategy is not an option unless the community has impact fees or is planning to assess them.
Has the local government studied the difference in fiscal, social, and other costs between infill and greenfield development?	Yes <input type="checkbox"/> No <input type="checkbox"/>	The local government might want to provide specific data explaining why areas targeted for reduced impact fees are helping save money and offset the reduced revenue from the lower fees. In addition to the difference in infrastructure costs between infill and greenfield development, it might be less expensive to provide public services to close-in neighborhoods than serve areas on the periphery.
Is there consensus among local elected officials to give priority to infill development?	Yes <input type="checkbox"/> No <input type="checkbox"/>	This strategy could generate political controversy because it benefits some geographic areas and not others. Political and community support for underlying infill goals is important.
Do local developers support the local government providing financial incentives for infill development but not greenfield development?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Developers pay the impact fees, making their support critical. Involving local developers in identifying priority infill development areas can help garner support for infill.
Is market demand much greater for greenfield development than infill development?	Yes <input type="checkbox"/> No <input type="checkbox"/>	This strategy and other financial incentives will likely work better in a community where demand for infill development is lower than for greenfield development. Financial incentives are less important if the market favors infill or is balanced between the two.

Table A-4. Assessment Questions for Strategy 4		
Ease Parking Requirements in Infill Locations		
Key Questions	Yes/No	Why Is This Important?
Does local zoning set minimum parking requirements?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Minimum parking requirements can produce more parking than is necessary. Moving from a minimum to a maximum could be a good incentive for infill.
Does the local government require developers to reduce vehicle travel generated by their projects?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Infill locations with lower parking minimums or with maximums could be more attractive to developers because it is easier to reduce vehicle travel generated by these places.
Has the local government studied parking supply and demand for infill priority areas? If so, is there already an oversupply?	Yes <input type="checkbox"/> No <input type="checkbox"/>	If an oversupply already exists, the local government can justify reduced parking requirements, which in turn help reduce the cost to develop in infill locations.
Does the community use innovative parking policies such as shared parking or parking cashout? ⁵⁴	Yes <input type="checkbox"/> No <input type="checkbox"/>	These policies demonstrate the local government's willingness to explore alternatives that are more finely calibrated to local conditions, which can reduce developers' costs.
Are residents and businesses amenable to charging for on-street parking?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Free parking creates high demand for driving and parking. It can be difficult to charge for parking if the community expects parking to be free.
Can bicyclists, pedestrians, and transit riders already access any priority infill areas?	Yes <input type="checkbox"/> No <input type="checkbox"/>	These areas could be suitable for a pilot program that reduces parking requirements.
Does parking supply exceed demand in any priority infill areas?	Yes <input type="checkbox"/> No <input type="checkbox"/>	New development might be able to offer fewer spaces than previously required.
Is car sharing available in any priority infill areas?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Car sharing can allow people to own fewer cars, which can reduce parking demand.
Are current parking requirements an impediment to infill, particularly in downtown areas?	Yes <input type="checkbox"/> No <input type="checkbox"/>	High minimum parking requirements raise the cost and complexity of infill development.
Is transit a convenient option for travel to, from, and within infill areas?	Yes <input type="checkbox"/> No <input type="checkbox"/>	High-quality, reliable transit can reduce vehicle travel demand and parking needs.

⁵⁴ "Parking cashout" describes programs in which employees can take a cash payment in lieu of a subsidized parking space. For more information, see: California Environmental Protection Agency Air Resources Board. California's Parking Cash-Out Law. <http://www.arb.ca.gov/planning/tsaq/cashout/cashout.htm>. Accessed Dec. 3, 2014.

Table A-5. Assessment Questions for Strategy 5

Adopt Flexible Codes		
Key Questions	Yes/No	Why Is This Important?
Does the local comprehensive plan call for providing more flexible zoning or design regulations for infill areas?	Yes <input type="checkbox"/> No <input type="checkbox"/>	The comprehensive plan typically establishes policies that influence zoning and design regulations. Having a strong plan in place is critical to developing flexible codes.
Does the local government have the expertise and staff time needed to revise its development codes?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Staff time and expertise to amend zoning and other development codes can be time consuming and costly. Time and expertise needed should be estimated ahead of time to ensure the local government has sufficient resources.
Has the local government audited its zoning and subdivision codes to identify key elements that encourage or discourage mixed-use, compact development in infill locations?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Audit tools are available to help identify the specific code fixes that could have the biggest impact. See the footnote on this page for a couple of examples. ^{55 56}
Does the local government have a district-level or zone-based transportation policy for infill areas that can support flexible zoning and design?	Yes <input type="checkbox"/> No <input type="checkbox"/>	The transportation needs of priority infill areas, which are more likely to have compact development patterns with a mix of uses, are different than those of lower density auto-oriented areas. A comprehensive transportation policy for priority infill areas should support a multimodal approach to accommodating travel in the area. Parking standards would also be relaxed, creating opportunities for developers to build or rehabilitate historic buildings without needing to adhere to standards not meant for infill projects.
Does the community understand the benefits and attributes of flexible codes and how they support infill development?	Yes <input type="checkbox"/> No <input type="checkbox"/>	The local government might need to educate the public about the value and application of flexible codes in an infill area before embarking on a zoning code update.
Does the local government have design guidelines or a master plan that can serve as the basis for form-based or other flexible code provisions?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Codes that emphasize building form over use require a strong design framework to help identify the design features and guiding principles that matter most.

⁵⁵ EPA has published a pair of guides that communities of different types and sizes can use to assess and improve their codes. These are “Essential Smart Growth Fixes for Urban and Suburban Zoning Codes” and “Essential Smart Growth Fixes for Rural Planning, Zoning, and Development Codes.” They are available at <http://www2.epa.gov/smart-growth/essential-smart-growth-fixes-communities>.

⁵⁶ Smart Growth America offers several audit tools on its website, including a Quick Diagnostic, a Smart Growth Policy Audit, and a Smart Growth Code and Zoning Audit. Find these tools and more information by visiting <http://www.smartgrowthamerica.org/leadership-institute/implementation-tools>.

Key Questions	Yes/No	Why Is This Important?
Do local codes raise development costs and require developers to seek special approval for projects that do not meet the exact code requirements?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Developers can incur higher predevelopment costs while working to obtain approval for projects that are inconsistent with zoning.
Do elected officials place a high priority on attracting and retaining businesses?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Flexible codes can be more business friendly by allowing property owners to change the use in response to economic conditions.

Table A-6. Assessment Questions for Strategy 6

Provide Clear Rules for Renovating Historic Buildings		
Key Questions	Yes/No	Why Is This Important?
Does the local government minimize regulatory or cost uncertainties to encourage developers to undertake historic building rehabilitation and reuse projects?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Regulatory tools such as overlay zoning districts or special codes for historic structures can give developers more certainty about what is expected from them when they work on historically significant buildings.
Has the local government adopted a policy of encouraging rehabilitation and reuse of historic buildings?	Yes <input type="checkbox"/> No <input type="checkbox"/>	This indicates that elected officials might be willing to provide incentives or overhaul ordinances to encourage historic building rehabilitation.
Does the community have a substantial number of historic buildings in priority infill areas? Has the community conducted an inventory of historic structures that should be preserved?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Conducting an inventory can be the first step in identifying buildings, public spaces, and other culturally and architecturally significant features for which the community can then create specific guidance and rules.
Does the local government provide clear rules for developers who propose rehabilitating or reusing a historic building?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Clear rules reduce subjectivity and give the developer more certainty about what is permitted or desirable. They can reduce delays, which saves money in the predevelopment stage.
Does the local government have a separate process for approving adaptive reuse of historic buildings?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Depending upon the nature and extent of its existing historic resources, the local government might find an alternative permitting and approval process helpful to provide clarity and certainty on renovating and reusing historic structures.
Is there consensus in the community about preserving and reusing historic structures? Has the community identified the features, cultural, and historic aspects it values most?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Historic resources often evoke strong emotions from the community. Conducting early outreach and building consensus with the community can help the local government secure support for building infill in historic neighborhoods.
Do the existing historic buildings and public spaces provide a precedent and good basis for creating a compact, mixed-use community form?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Local governments have limited resources. Before deciding to revise zoning and development codes, the local government should consider whether its historic districts and concentrations of historic buildings overlap with its priority infill areas.
Are developers able to make an attractive return on investment with adaptive reuse projects under existing regulations?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Developers will not repurpose or rehabilitate historic buildings if they cannot make a competitive return on investment. An adaptive reuse ordinance can make these projects more economically viable.

Table A-7. Assessment Questions for Strategy 7		
Adopt an Adaptive Reuse Ordinance		
Key Questions	Yes/No	Why Is This Important?
Has the local government established any historic overlay or adaptive reuse districts?	Yes <input type="checkbox"/> No <input type="checkbox"/>	An adaptive reuse ordinance can be applied within a specific district.
Are proposals to reuse a historic building subject to different requirements than new construction?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Applying new construction standards to reuse and redevelopment of historic buildings can make these projects economically infeasible.
Does the city or town have a local historical society that is interested in preserving historic buildings?	Yes <input type="checkbox"/> No <input type="checkbox"/>	These groups show the community's concern for historic buildings and can be advocates for policies that preserve historic structures while encouraging new development.
Have elected officials made redevelopment of historic buildings a priority?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Investing time and energy in revising codes requires political support.
Does the community have many vacant historic buildings in infill areas?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Widespread vacancy in these buildings could indicate that they are not economically viable under existing zoning regulations.
Do current zoning and development codes enable cost-effective redevelopment of historic buildings?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Holding older buildings to the same code requirements as new construction can be an obstacle because these codes often enforce suburban standards for density, parking requirements, and dwelling size. These standards are often impossible to meet when rehabilitating a historic urban building.
Is the market demand for infill strong enough to support the cost of adaptive reuse?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Renovating older buildings that have long been vacant is often expensive and risky due to unforeseen and unpredictable costs; market demand needs to be sufficient to support these costs.

Table A-8. Assessment Questions for Strategy 8		
Offer Density Bonuses in Infill Locations		
Key Questions	Yes/No	Why Is This Important?
Has the local government identified in its comprehensive plan or future land use plan where it supports increasing density?	Yes <input type="checkbox"/> No <input type="checkbox"/>	The local government should plan increased density carefully with public input to minimize potential impacts to neighborhood character, transportation, and facilities.
Does the local government have a comprehensive or small area plan that is the basis for amenities and/or features to request in exchange for higher density?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Density bonuses are typically given in exchange for a public amenity, better building design, or other features that benefit the immediate neighborhood or the community as a whole.
Do elected officials support higher-density development in the downtown and other neighborhoods targeted for infill?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Elected officials will need to support policies promoting infill.
Do residents in areas targeted for infill support higher-density development?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Residents might want to maintain the neighborhood's look and feel and might be concerned about the change that more development will bring. Engaging residents early and often in creating a vision and plan for infill development can help ensure that they understand how this development could improve the neighborhood and that the development responds to their desires and concerns.
Do areas targeted for higher density have transportation capacity or offer alternatives to driving, such as transit, car sharing, or bike facilities?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Higher-density development generates more trips by residents and workers. By offering more transportation choices, the local government can prepare an area for the increased travel and respond to neighborhood concerns about traffic.
Does the community have existing high-density mixed use projects?	Yes <input type="checkbox"/> No <input type="checkbox"/>	These projects can be examples for future development and demonstrate that the community supports more compact development.
Is the high cost of land an obstacle to infill development?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Density bonuses can help overcome high land costs but might be less useful in areas with plenty of inexpensive land.
Will market demand support higher density development than is allowed under the existing zoning?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Density bonuses work only if the community accepts higher density development and there is demand from people and businesses for a higher density product.

Table A-9. Assessment Questions for Strategy 9		
Put Public Offices in Infill Locations		
Key Questions	Yes/No	Why Is This Important?
Do local and state government policies support putting public buildings in infill or downtown locations?	Yes <input type="checkbox"/> No <input type="checkbox"/>	The location decisions of government facilities are less driven by the market than private industries. As a result, government offices can choose to locate in areas where their presence can stimulate the economy.
Does the local government have criteria for deciding where to locate facilities?	Yes <input type="checkbox"/> No <input type="checkbox"/>	A local government often chooses locations based purely on cost. It might want to revisit facility location criteria to ensure that they consider the social and environmental benefits of infill locations.
Do many local government workers live near the priority infill areas?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Moving a public office to an infill location could create a longer commute for some workers, which should be one of the factors considered before the move. Strategies such as an employer-assisted housing program can help workers live close to their offices.
Do the areas targeted for infill need additional office space?	Yes <input type="checkbox"/> No <input type="checkbox"/>	The balance of housing and jobs could influence the local government's decisions. If the area has many more jobs than households, the local government might want to invest more in housing.
Do the areas targeted for infill have parcels of sufficient size and quality for the government's needs?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Government facilities vary in their space requirements, security needs, and function. As a result, some public agencies or offices can more easily locate to a compact infill location than others. A large high-security archive with few employees may not complement a priority infill area, for example.
Is the local government considering construction of a new municipal building?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Public facilities can bring employees to an infill area, increasing demand for shops, services, and housing.
Does the agency or division that would be in a new municipal building provide a service that lends itself to an infill or downtown location?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Some government functions are particularly well suited to compact infill areas, such as library branches, health clinics, social service offices, and small business assistance centers. Typically, facilities that generate foot traffic and have a high number of employees who would patronize neighborhood businesses are well suited. Some functions of government are better handled outside of compact development areas.
Does the infill area have available office space that meets the agency's needs?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Public agencies or divisions can fill vacant space.
Are any federal agencies or offices already located in the community?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Executive Order 13514 calls on the federal government to consider siting facilities in central cities and town centers.

Table A-10. Assessment Questions for Strategy 10		
Seek State and Regional Partners		
Key Questions	Yes/No	Why Is This Important?
Do any state or regional funding programs (for infrastructure or development) have policies or criteria that favor infill development projects?	Yes <input type="checkbox"/> No <input type="checkbox"/>	States and regional agencies such as metropolitan planning organizations (MPOs) can align their funding with goals, such as promoting infill development.
Does the MPO (or state department of transportation in areas without an MPO) give funding priority to transportation projects that support infill development?	Yes <input type="checkbox"/> No <input type="checkbox"/>	The MPO is the gatekeeper of federal transportation funding for the region, and its long-range transportation plan sets priorities for projects.
Do state or regional agencies offer technical assistance that can help communities create policies and codes that support infill development?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Some assistance programs fund most or all of the cost of hiring consultants to develop plans for implementing transit-oriented development, infill, or similar strategies.
Has the local government encouraged state and regional agency partners to be involved in its planning efforts?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Many states have programs to fund or finance infrastructure relevant to an infill development strategy. Involving state and regional agency partners in the planning phases can generate buy in for the community's infill vision.
Does the community have anchor institutions such as hospitals or colleges that are interested in economic and community development?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Developers may be struggling with infill development projects and not meeting latent demand. Training for developers could help them gain the knowledge and resources to make these projects successful.
Are there state-level infrastructure investments targeted to developed areas or infill locations?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Some states prioritize infrastructure investments to support broader economic development, transportation, environmental, and public health goals. Aligning local infill strategies with state goals can help garner additional resources for infill.
Does the local government qualify for any funding programs or additional funding through existing program, because it is a distressed community?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Some state or regional programs are meant for areas that are economically distressed or have high concentrations of low-income households.

Table A-11. Assessment Questions for Strategy 11		
Identify Key Anchor Institutions		
Key Questions	Yes/No	Why Is This Important?
Has the local government actively engaged anchor institutions to foster infill? Does existing policy support locating major anchor institutions in infill areas?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Anchor institutions are often willing and able to invest in projects that improve the community.
Has the local government compiled an inventory of anchor institutions and their key staff and leaders? Are these institutions or business suited for infill locations or to make investments in infill priority areas?	Yes <input type="checkbox"/> No <input type="checkbox"/>	The local government's leadership (elected officials and senior staff) should meet and talk regularly with top officials from anchor institutions to develop relationships that could lead to these institutions having a greater stake in infill development in the communities they serve.
Are there specific anchor institutions that would benefit from locating in areas where their employees could walk, bike, take transit, or drive shorter distances?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Medical facilities often require certain employees to live within a specified distance to ensure they are available in emergencies. These facilities might have an inherent incentive to locate in more central infill areas.
Are there any anchor institutions in or near the local government's priority infill areas? Do they have good relationships with adjacent neighborhoods?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Anchor institutions have longstanding investments in their locations and often can help revitalize their neighborhoods.
Are the anchor institutions' strategic goals aligned with the local government's goals for infill?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Infill strategies might be able to help institutions attract and retain a competitive workforce, reducing employee commutes, and enhancing neighborhood conditions.
Does the community have community development corporations (CDCs) that anchor institutions could work with or fund?	Yes <input type="checkbox"/> No <input type="checkbox"/>	CDCs often lead development and redevelopment projects in specific neighborhoods. Sometimes they are led or supported by an anchor institution such as a church.
Does the anchor institution have site development requirements conducive to infill design that encourage walkability, activity along the street, or smaller setbacks?	Yes <input type="checkbox"/> No <input type="checkbox"/>	The local government might need to work with the anchor institution to strengthen or create design guidelines that fit with the community's vision for infill and livability goals.
Are the community's anchor institutions financially secure?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Anchor institutions are more likely to invest in community development when they are doing well financially.

Table A-12. Assessment Questions for Strategy 12

Explore Employer-Assisted Housing		
Key Questions	Yes/No	Why Is This Important?
Do local government policies support construction of more affordable and workforce housing?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Employer-assisted housing can help the local government achieve its goals in these areas.
Is land around existing employment centers zoned for housing or mixed-use development?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Employment centers often have more jobs than housing. Zoning that limits housing and mixed-use development could be a contributing factor.
Has the local government studied the ratio of jobs to housing units in priority infill areas to determine targets for additional housing or commercial space in these locations?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Understanding the magnitude of imbalance between jobs and housing can promote and inform the application of this strategy.
Does a large share of employers' workforce commute long distances?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Lengthy commute times and traffic congestion diminish quality of life and can make it difficult to retain employees. Offering housing closer to jobs can help foster demand in infill areas while reducing commute times and traffic congestion.
Does the local government understand the need for workforce housing, particularly for major employers in the area?	Yes <input type="checkbox"/> No <input type="checkbox"/>	The local government could reach out to major employers to better understand their workers' housing needs. This information could inform an employer assisted housing program.
Do any employers in the community or region already have an employer-assisted housing program?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Existing programs can be good case studies, and their managers could participate in a peer exchange with other employers.
Are there places in the infill areas where adding compact housing could make the neighborhood more walkable? Can adding homes in the infill area stimulate more retail demand?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Local governments can encourage employers to create employer-assisted housing programs to increase housing options in downtowns and other infill areas with more jobs than households.
Does the community have any examples of infill housing that meets the needs of a diverse workforce?	Yes <input type="checkbox"/> No <input type="checkbox"/>	The local government can provide to employers examples of infill housing that can accommodate all types of households and income levels.
Does a large share of the community's residents spend more than 30 percent of their income on housing? ⁵⁷ Would putting affordable homes closer to employers help reduce the combined cost of housing and transportation?	Yes <input type="checkbox"/> No <input type="checkbox"/>	The federal government considers housing affordable if a household spends less than 30% of its budget on it. This does not take into account transportation costs, which are the second largest expenses for families and for which no affordability standard exists. ⁵⁸ Employer-assisted housing can help make homeownership more affordable, and putting homes closer to jobs can help reduce transportation costs.

⁵⁷ HUD considers 30 percent the level at which a household is "cost burdened" by housing. HUD. "Affordable Housing." Accessed Mar. 26, 2014. http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/affordablehousing.

⁵⁸ H+T Affordability Index, <http://www.htaindex.org>; Location Affordability Portal Version 2, <http://www.locationaffordability.info/default.aspx>.

Table A-13. Assessment Questions for Strategy 13		
Engage Philanthropic Organizations		
Key Questions	Yes/No	Why Is This Important?
Does the local government have a strategy to engage philanthropic partners?	Yes <input type="checkbox"/> No <input type="checkbox"/>	With the local government's backing, philanthropic organizations could manage or fund programs that support infill development, such as land banking or community development corporations.
Do local government staff and/or leaders have relationships with local, regional, and national philanthropic organizations?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Staying informed about funding opportunities and new programs and connecting local government leadership with leadership from philanthropic partners can help the local government engage the philanthropic community.
Does the community have local philanthropic organizations focused on priority infill neighborhoods or issues relevant to the local government's infill strategy?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Organizations can share knowledge, provide expertise, and/or fund projects and programs.
Are there philanthropic organizations with missions that include revitalizing distressed neighborhoods, promoting walkability, or reducing environmental impacts, that would be well suited for infill locations?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Some philanthropic entities have mission statements tied to specific quality of life or environment goals. The local government can demonstrate how locating in an infill area supports the philanthropy's mission.
Are local and regional philanthropic organizations well-funded?	Yes <input type="checkbox"/> No <input type="checkbox"/>	The fiscal capacity of local and regional philanthropic organizations will influence the scope of their activities and funding programs.

Table A-14. Assessment Questions for Strategy 14

Create a Public Sector-Developer Liaison		
Key Questions	Yes/No	Why Is This Important?
Does the local government have a department or office where a developer liaison function would naturally fit?	Yes <input type="checkbox"/> No <input type="checkbox"/>	The local government should think about how this staff person would fit in an existing department or office to ensure she is fully supported and becomes integrated into the day-to-day operations.
Does the community have local developers that are interested in infill development but have not been able to launch these types of projects or secure financing?	Yes <input type="checkbox"/> No <input type="checkbox"/>	A liaison could direct the developers to state and federal financing and incentive programs that can help close the financing gap.
Is there community and political interest in partnering with the private sector to promote infill development?	Yes <input type="checkbox"/> No <input type="checkbox"/>	If the community does not already agree on the need and value of helping developers navigate complex infill projects, some stakeholders might oppose assistance for infill developers.
Have any local developers overcome obstacles to build an infill development project?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Developers can provide valuable insight to the local government on market conditions and development challenges and opportunities.
Would the local development community benefit from more experience in developing compact, mixed-use products in infill settings?	Yes <input type="checkbox"/> No <input type="checkbox"/>	A developer liaison can connect local developers with resources to help them build infill projects with the design and amenities the community wants.
Do local developers know how to secure and use Low Income Housing Tax Credits or New Market Tax Credits?	Yes <input type="checkbox"/> No <input type="checkbox"/>	These programs can be intimidating for developers that have not worked with them, but they can be very valuable in making infill projects feasible.
Does the community have infill development incentives that are rarely used or are not sufficiently catalyzing infill development?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Building closer developer relationships can promote underused programs or provide insight into how to make them operate more effectively.

Table A-15. Assessment Questions for Strategy 15		
Create a Local Developer Capacity-Building Program		
Key Questions	Yes/No	Why Is This Important?
Has the local government adopted a policy of prioritizing infill development?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Adopting a policy through a resolution, comprehensive plan, or some other vehicle indicates a willingness to invest in infill development.
Has the local government shown a willingness to financially support infill development when necessary?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Financial support shows deeper commitment for infill than simply stating support through policy documents and can be a strong signal to the development community that infill projects are desirable.
Has the local government adopted a policy of prioritizing infill development?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Adopting a policy through a resolution, comprehensive plan, or some other vehicle indicates a willingness to invest in infill development.
Do local developers lack experience working with infill techniques and funding tools?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Latent demand for infill development could indicate that local developers lack the knowledge and resources to make these projects happen, which could mean developers might need training.
Does the community have local developers that are interested in infill development but have not been able to launch these types of projects or secure financing?	Yes <input type="checkbox"/> No <input type="checkbox"/>	A liaison could direct the developers to state and federal financing and incentive programs that can help close the financing gap.
Do local colleges have educational programs that prepare students for careers as builders?	Yes <input type="checkbox"/> No <input type="checkbox"/>	These programs could be natural partners for a developer capacity-building program to encourage infill development.
Have any neighborhood associations or other civic groups supported infill projects?	Yes <input type="checkbox"/> No <input type="checkbox"/>	One concern developers might have about infill projects is the lack of community support or the effort required to conduct public meetings, present to review boards, and do other public outreach. Sharing success stories and engaging civic groups that have supported infill projects could help build public support.
Does the local government have CDCs that want to build projects in priority infill areas but lack technical capacity?	Yes <input type="checkbox"/> No <input type="checkbox"/>	CDCs can be instrumental in supporting infill development, but they have varying capacity and might need assistance to get started and build infill projects.

Table A-16. Assessment Questions for Strategy 16		
Strengthen Code Enforcement		
Key Questions	Yes/No	Why Is This Important?
Has the local government adopted a property maintenance code that includes minimum standards?	Yes <input type="checkbox"/> No <input type="checkbox"/>	The municipal code is the basis for enforcement activities.
Does the local government provide incentives or assistance programs that help low-income property owners rectify code deficiencies?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Not all code violations are the result of negligence. Some are caused by economic hardship. The local government might need both carrots and sticks.
Does the local government have an inventory of properties that includes information on code violations or tax delinquency?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Concentrations of tax delinquency and code violations can help a local government direct its resources to the areas that need the most help.
Does the local government have staff dedicated to enforcing codes?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Smaller communities might not have the staff to enforce codes.
Have neighborhood organizations or residents petitioned the government to rectify code violations in their neighborhood?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Grassroots neighborhood support for code enforcement can help build political support for initiatives that better identify code violations.
Are there areas where code violations are particularly concentrated?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Targeted enforcement efforts can spur lasting change and signal to the market that the area is becoming a safer investment.
Are many code violations occurring on properties owned by absentee land owners (a person that does not live at the property)?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Absentee landlords can be difficult to contact in regards to a code violation. Local governments should consider requiring them to provide contact information or identify a local party that is responsible for addressing code violations.

Table A-17. Assessment Questions for Strategy 17		
Build Complete Streets		
Key Questions	Yes/No	Why Is This Important?
Does the local government have a complete streets policy?	Yes <input type="checkbox"/> No <input type="checkbox"/>	A complete streets policy ensures that streets are safe and pleasant for all users as they are constructed, rebuilt, or repaved.
Has the MPO adopted a complete street policy?	Yes <input type="checkbox"/> No <input type="checkbox"/>	MPOs control federal transportation funding in metropolitan regions. As a result, their policies have a large effect on what gets built.
Does the local government link transportation project priorities with development goals?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Transportation improvements can be an impetus for development.
Does the local government have a transportation plan or a comprehensive plan with a transportation element that identifies streets targeted for improvements?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Local governments typically spend several years planning and lining up funding for streetscape and infrastructure improvements. Identifying them in a transportation or comprehensive plan is a first step.
Does the community have advocates for bicycling, walking, and public transportation?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Advocates can help build political support for complete streets and provide expertise and ideas to engineers and planners.
Does the community have too-wide streets or one-way streets in priority infill areas?	Yes <input type="checkbox"/> No <input type="checkbox"/>	One-way or too-wide streets encourage drivers to go faster, creating a less comfortable environment for people walking or biking. Road diets and complete streets infrastructure improvements could attract redevelopment and infill.
Does the community have compactly developed areas with complete streets that can be a template?	Yes <input type="checkbox"/> No <input type="checkbox"/>	It is easier to build acceptance for a new policy or strategy when local officials can point to local examples and success stories.
Does the community have a large share of residents that do not have an automobile?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Streetscape improvements can inject life and bring new businesses to an area, but they are also vital for people that do not have access to a car.

Table A-18. Assessment Questions for Strategy 18

Create a Business Improvement District		
Key Questions	Yes/No	Why Is This Important?
Are local governments allowed to establish business improvement districts (BIDs) or special assessment districts under state law?	Yes <input type="checkbox"/> No <input type="checkbox"/>	State enabling laws might apply.
Does the community have any distressed business districts in areas where it would like to promote infill development?	Yes <input type="checkbox"/> No <input type="checkbox"/>	BIDs can be an effective tool for improving the look and feel of business districts, which helps attract new investment.
Has the local government already established a BID in its jurisdiction? Are other property and business owners interested in improving conditions in their neighborhoods?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Local governments that have experience establishing a BID might find it easier to establish additional ones. Establishing BIDs requires interest and buy-in from property and business owners.
Have property owners and businesses expressed interest in establishing a BID?	Yes <input type="checkbox"/> No <input type="checkbox"/>	A supermajority (e.g., two-thirds) of property owners must often approve a BID.
Does the community have clearly defined neighborhood business districts or mixed-use areas?	Yes <input type="checkbox"/> No <input type="checkbox"/>	BIDs are popular for downtown areas but can also be useful to revitalize small business districts in older neighborhoods.
Do the property owners have the financial or human capital to support a BID?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Funding for BID districts comes from taxing property owners. It is important that they have the funds to support a BID and the time and expertise to serve on the board.
Has the local government or businesses identified specific services that would improve the business climate in distressed districts?	Yes <input type="checkbox"/> No <input type="checkbox"/>	BID activities must provide concrete benefits that are worth the additional tax paid by property owners or businesses.
Can a BID raise enough tax revenue to support the enhanced services and infrastructure that will be necessary to improve perception and attract new business, such as hiring staff, marketing, street cleaning, or sidewalk improvements?	Yes <input type="checkbox"/> No <input type="checkbox"/>	The state enabling legislation, the district property tax base, and other local factors will affect tax revenue and what it can be spent on.

Table A-19. Assessment Questions for Strategy 19		
Hold Public Events and Festivals in Infill Locations		
Key Questions	Yes/No	Why Is This Important?
Does the local government support closing streets or parts of the community to hold public events and festivals?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Communitywide events often require the local government to close off some streets or portions of a neighborhood to accommodate crowds.
Does the local government have rules and guidance for groups that would like to hold an event and request services such as police or street closures?	Yes <input type="checkbox"/> No <input type="checkbox"/>	The local government can promote events and festivals by clearly laying out the rules and processes for holding them.
Is the downtown area home to institutions such as hospitals or other major employers that would sponsor or support events and festivals?	Yes <input type="checkbox"/> No <input type="checkbox"/>	The support of institutions is key. Their operations could be disrupted, but they could also be key supporters through funding and marketing.
Does the local government want to attract residents to new homes in the downtown or priority infill areas?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Nationwide, cities and towns have seen increased demand for urban living. But in some distressed regions, residents might not be aware of housing options in the downtown or priority infill areas. Public events and festivals expose residents to housing options and amenities in infill areas.
Is the community known for a particular culture, product, agricultural tradition, or other characteristic around which an event or festival could be organized?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Events can celebrate a community's distinctive characteristics.

Table A-20. Assessment Questions for Strategy 20		
Initiate a Neighborhood Identity Campaign		
Key Questions	Yes/No	Why Is This Important?
Does the city or town comprise distinct neighborhoods or districts?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Distinctive neighborhoods create an identity. If people feel particularly connected to their neighborhood, they might be more comfortable engaging in projects that improve the neighborhood.
Does the local government allow neighborhoods to have distinctive welcome signs at their entrance points?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Many communities install signs along major routes that welcome people to each neighborhood.
Does the local government support public art installations on buildings, infrastructure, or streets?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Public art can build pride in neighborhoods and engage residents. Examples include painted utility boxes, street paintings at neighborhood intersections, and murals.
Does the targeted neighborhood have a group or committee of residents that advises the local government on important issues?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Successful efforts to market a neighborhood are often bottom-up (resident-driven) efforts by groups that also advise the local government on issues important to the community.
Do local businesses already incorporate the neighborhood's name into their name or marketing?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Businesses that use the neighborhood's name could show that they and their customers identify with and have pride in their neighborhood, providing a strong basis for encouraging more celebration of the identity.
Do the neighborhoods where the local government would like to promote infill development have distinctive architecture, design, public spaces, landscaping, or buildings?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Many older neighborhoods that might be well suited for infill development have features that are selling points for developers and potential residents or businesses. Distinctive elements might include a natural feature, such as a river, or built ones, such as walkable streets, museums, or a commercial district.
Is the neighborhood known for a particular culture, building style, or other distinguishing feature that could translate into a market premium?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Tying the neighborhood brand or name to a distinctive feature can help differentiate the neighborhood and attract potential buyers.

Table A-21. Assessment Questions for Strategy 21		
Enact a Property Tax Abatement Program for Infill Locations		
Key Questions	Yes/No	Why is this Important?
Does state law allow local governments to use tax abatement?	Yes <input type="checkbox"/> No <input type="checkbox"/>	This action might require state enabling legislation.
Has the local government identified priority infill development areas?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Tax abatement can encourage development and increase market demand in distressed neighborhoods where the local government wants to encourage infill.
Would abatement be more financially feasible if used only in priority infill development areas (rather than community-wide)?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Some local governments allow abatement throughout their jurisdiction while others allow it only in targeted areas. Allowing tax abatement in only a few targeted areas would likely have less effect on tax revenues.
Do elected officials and community members understand the benefits and value of tax abatement?	Yes <input type="checkbox"/> No <input type="checkbox"/>	The local government might need to educate elected officials and residents on this strategy
Does the community have many vacant parcels in priority infill areas?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Traditional property taxes rise when the land is developed. Holding the taxes steady during a grace period can encourage development of vacant land.
Are land speculators purchasing vacant property in priority infill areas and holding it in anticipation of land values increasing in the future?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Property tax abatement can encourage landowners to improve the property since the improvements will not affect the tax value.
Are property taxes on improvements discouraging investment in priority infill areas?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Abating the property tax on improvements might not be effective if taxes do not have a significant effect on where people and companies choose to invest.
Is the local government's property tax rate substantially higher than surrounding communities that compete for development?	Yes <input type="checkbox"/> No <input type="checkbox"/>	A substantially higher tax rate might justify abatement to level the playing field.
Are neighboring communities abating their taxes?	Yes <input type="checkbox"/> No <input type="checkbox"/>	The city might need to offer an abatement to stay competitive.

Table A-22. Assessment Questions for Strategy 22		
Implement a Land Banking Program		
Key Questions	Yes/No	Why is this Important?
Does state law explicitly address land banks?	Yes <input type="checkbox"/> No <input type="checkbox"/>	This action might require state-enabling legislation.
If state law does not explicitly allow a land bank, does it allow local governments to use traditional land bank tools such as land acquisition, rehabilitation, and resale?	Yes <input type="checkbox"/> No <input type="checkbox"/>	The authority to create a land bank-like entity might exist in several different state laws.
Has the local government purchased property in the past to stabilize a neighborhood?	Yes <input type="checkbox"/> No <input type="checkbox"/>	This could indicate the local government has experience with some of a land bank's key responsibilities.
Does the local government maintain a property database with information that indicates properties' condition, such as code violations, tax delinquency, and occupancy?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Land banks need easy access to these data to identify and acquire properties that are harming a neighborhood.
Has the local government identified priority infill development areas where it would like to rehabilitate housing?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Land banking can help reuse existing buildings in an established but distressed neighborhood.
Do local nonprofits, such as CDCs, purchase, rehabilitate, and resell distressed properties?	Yes <input type="checkbox"/> No <input type="checkbox"/>	A nonprofit entity could run the land bank. Local nonprofit housing organizations or CDCs might already be doing activities similar to those a land bank would do, which would allow the local government to support those programs instead of establishing a new entity.
Does the community have areas with concentrated abandonment or vacant lots?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Land banking programs are particularly effective at stabilizing and redeveloping abandoned and vacant properties.
Are tax liens and other property encumbrances discouraging infill development?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Land banks can clear properties of encumbrances that scare off investors and prepare them for sale.
Is the community's population declining?	Yes <input type="checkbox"/> No <input type="checkbox"/>	In shrinking communities, the housing market might be so depressed that the local government decides to focus investments in services and infrastructure in certain places. The local government can use a land bank to take land off the market in some areas while promoting growth in others.

Table A-23. Assessment Questions for Strategy 23		
Implement a Land Value Tax		
Key Questions	Yes/No	Why is this Important?
Does state law allow a land value tax?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Most states do not allow municipalities to use a land value tax. This action might require state enabling legislation.
Are land speculators holding valuable property in infill locations?	Yes <input type="checkbox"/> No <input type="checkbox"/>	A land value tax encourages development of vacant land because taxes are based on the value of the land rather than the improvements.
Are property taxes on improvements discouraging investment in priority infill areas?	Yes <input type="checkbox"/> No <input type="checkbox"/>	By shifting the tax burden to the value of land (based on highest use), property owners have an incentive to develop or use the land to cover the tax bill.
Does the community have a large number of land-rich, income-poor residents?	Yes <input type="checkbox"/> No <input type="checkbox"/>	A land value tax would place a burden on people with valuable land holdings but low income (e.g., farmers and retirees). Among the solutions are tax credits, varied rates, and exemptions.

Table A-24. Assessment Questions for Strategy 24

Attract Private Equity		
Key Questions	Yes/No	Why is this Important?
Does the local government have resources to identify potential private equity partners with an interest in the community?	Yes <input type="checkbox"/> No <input type="checkbox"/>	The local government might need to help connect private equity partners with local developers to encourage infill projects.
Are there local professional or community organizations that have members with private equity?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Reaching out to community leaders could help identify potential investors and build support for infill development.

Table A-25. Assessment Questions for Strategy 25		
Encourage Community Development Corporations		
Key Questions	Yes/No	Why is this Important?
Does the local government support nonprofit affordable housing organizations?	Yes <input type="checkbox"/> No <input type="checkbox"/>	CDCs work to advance community goals. Local government support and collaboration can strengthen community development projects in infill areas.
Has the local government identified creating jobs and affordable housing in distressed neighborhoods as key goals?	Yes <input type="checkbox"/> No <input type="checkbox"/>	CDCs can increase the supply of affordable housing and provide services in distressed communities.
Has the local government identified neighborhoods that it wants to stabilize and revitalize?	Yes <input type="checkbox"/> No <input type="checkbox"/>	CDCs can help the local governments revitalize neighborhoods.
Have the local government or community organizations already established CDCs in some neighborhoods?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Established CDCs can be mentors to new CDCs, and their developments can be useful case studies.
Is a group willing and able to start a CDC in a priority infill development area?	Yes <input type="checkbox"/> No <input type="checkbox"/>	CDCs are established and managed as nonprofit organizations by residents or institutions such as a church.
Does a national nonprofit housing developer operate in the community?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Organizations such as the Local Initiatives Support Corporation (LISC) or Enterprise work in several cities across the country and can help connect CDCs with financial resources.
Are there foundation or state or local government funding sources that CDCs can access?	Yes <input type="checkbox"/> No <input type="checkbox"/>	CDCs will not only need seed money to get started, but also foundation, state, and local funding to support operations.

Table A-26. Assessment Questions for Strategy 26		
Encourage Crowdfunding for Projects and Businesses in Priority Infill Development Areas		
Key Questions	Yes/No	Why is this Important?
Do state law or regulatory processes allow crowdfunding for development projects?	Yes <input type="checkbox"/> No <input type="checkbox"/>	The U.S. Securities and Exchange Commission was still finalizing crowdfunding regulations in December 2014, but several states have finalized their own regulations in the meantime.
Does the local government or state have programs to protect investors from predatory businesses that fraudulently seek money through crowdfunding?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Crowdfunding can open real estate investing to more people, but this could bring more exposure to fraud. Local and state governments can help educate and protect investors.
Are key infill development stakeholders familiar with the concept of crowdfunding?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Community leaders and developers might need more information about this tool.
Are CDCs or residents of priority infill areas interested in investing directly in local projects?	Yes <input type="checkbox"/> No <input type="checkbox"/>	New proposed SEC rules may allow more people to invest directly in local real estate projects without going through a professional investment fund. Some states already allow this for residents that are investing in projects within the state.
Has the community had widely supported and economically feasible projects that failed to attract financing because they did not provide a sufficient return on investment for institutional investors?	Yes <input type="checkbox"/> No <input type="checkbox"/>	These types of projects are ideal for crowdfunding. They provide a return on investment, but one not high enough to attract money from traditional investors.

Table A-27. Assessment Questions for Strategy 27		
Create a Tax Increment Financing District		
Key Questions	Yes/No	Why is this Important?
Does state law allow local governments to use tax increment financing (TIF)?	Yes <input type="checkbox"/> No <input type="checkbox"/>	This action might require state enabling legislation.
Has the local government identified infrastructure needs in the proposed assessment district?	Yes <input type="checkbox"/> No <input type="checkbox"/>	A majority of property owners must typically approve of a special assessment district. Having a plan for what infrastructure is needed and what it will cost can make it easier to gain support of multiple property owners who typically own property in an infill area.
Has the community designated priority infill areas or declared areas blighted or underdeveloped?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Tax increment financing (TIF) can be used to build infrastructure for infill development, but often the local government must designate the area as blighted or underdeveloped.
Do elected officials support using debt to finance improvements for redevelopment?	Yes <input type="checkbox"/> No <input type="checkbox"/>	TIF is a popular tool for economic development which typically involves selling bonds that are backed by the incremental tax revenue generated by development and market improvement.
Are developers committed to building projects in the TIF district?	Yes <input type="checkbox"/> No <input type="checkbox"/>	The local government needs some assurance that development will come after the improvements are made.
Are portions of the community blighted or struggling to attract investment?	Yes <input type="checkbox"/> No <input type="checkbox"/>	A local government must often designate an area as blighted or underdeveloped to use TIF.
Is the developer able to pay for the infrastructure upfront and still have a financially feasible infill development project?	Yes <input type="checkbox"/> No <input type="checkbox"/>	TIFs can help reduce the up-front costs a developer pays for water, sewer, and street infrastructure.
Are land values high enough that tax revenue growth will be able to cover the cost of infrastructure improvements?	Yes <input type="checkbox"/> No <input type="checkbox"/>	In areas with very low property values, even a significant increase in value will not generate sufficient revenue to pay for infrastructure or to service the bonds associated with the infrastructure.

Table A-28. Assessment Questions for Strategy 28

Establish a Capital Reserve Fund		
Key Questions	Yes/No	Why is this Important?
Does state law allow local governments to save money in a capital reserve fund for infrastructure improvements?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Each state has its own rules related to municipal finance.
Does the local government have a multiyear capital improvement program?	Yes <input type="checkbox"/> No <input type="checkbox"/>	State enabling legislation may require the local government to explicitly describe how it intends to use the capital reserve fund.
Do elected officials prefer to not borrow for major capital projects?	Yes <input type="checkbox"/> No <input type="checkbox"/>	A local government establishes a capital reserve fund to reduce its debt burden when funding infrastructure.
Can the local government set aside revenue each year for future capital improvements?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Many distressed communities are fiscally stressed and would have trouble setting aside funds.
Does the local government have a low bond rating?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Low bond ratings increase borrowing costs and could make saving more attractive.

Table A-29. Assessment Questions for Strategy 29

Create Special Assessment Districts		
Key Questions	Yes/No	Why is this Important?
Does state law allow local governments to use assessment district financing?	Yes <input type="checkbox"/> No <input type="checkbox"/>	This action might require state enabling legislation.
Is the local government willing to take on the financial risk of special assessment district financing to support infrastructure for a development proposal?	Yes <input type="checkbox"/> No <input type="checkbox"/>	If a developer collapses and the subdivided properties do not sell, the local government could be liable for expensive infrastructure that the property owners are unable to cover.
Are annual property tax increases limited by state or local laws?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Some cities and towns use special assessment districts because of property tax caps that do not allow them to raise taxes to expand and repair infrastructure.
Does the community have a champion for using assessment district financing?	Yes <input type="checkbox"/> No <input type="checkbox"/>	A local champion can keep up momentum to get the district approved and can help with the extensive public outreach that is needed.
Are land values high enough to generate the funds needed for infrastructure?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Assessment district financing comes through an incremental tax on top of the community's property tax rate. The special tax must generate enough revenue to support the bonds for the infrastructure.

Table A-30. Assessment Questions for Funding Infrastructure (Strategy 30)

Generate Revenues Through Naming Rights and Advertising		
Key Questions	Yes/No	Why is this Important?
Does the local government have guidelines or policies for naming rights and advertising deals?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Local governments can preempt any undesirable sponsorship offers by clearly expressing the facilities and locations in which they are willing to sell naming rights. For example, a community may want to limit advertising in or near a public school.
Does the local government have a plan for spending revenue from naming rights and advertising?	Yes <input type="checkbox"/> No <input type="checkbox"/>	The revenue could help offset a service, go toward a major capital project, or be used for some other purpose. Having a plan for spending the revenue can build support for the strategy.
Is the local government planning any major capital projects in priority infill development areas?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Major, highly visible capital projects could be particularly desirable for naming rights deals.
Has the local government identified specific facilities and services through which advertising and naming rights can be sold?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Naming rights for some services, such as transit lines and stations and facilities like stadiums, have generated significant revenue for many local governments.
Does the local government have an office or employee with the experience to administer a naming rights or advertising program?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Advertising policies and deals should be administered by someone with experience working in or with the advertising or media industries.
Does the local government have high tax rates relative to neighboring cities and towns?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Advertising revenues generated through the market might be more appealing to elected officials than strategies that increase taxes or public debt.
Has the local government identified specific places where it is willing to sell advertising (such as publicly owned land that could display billboards)?	Yes <input type="checkbox"/> No <input type="checkbox"/>	The community might not want to sell advertising in certain places, such as attractive landscapes or near schools.
Have businesses expressed interest in advertising on public property or through public services?	Yes <input type="checkbox"/> No <input type="checkbox"/>	The local government should have a sense of the market demand for this type of advertising before dedicating resources to a program.