



Agenda Item No. 10a. & b.

Staff Report

Date: June 18, 2020

To: Mayor McMillan and Councilmembers

From: Richard Simonitch, Public Works Director
Joe Chinn, Town Manager

Subject: Town Council discussion and consideration of Resolution No. 2162 approving the Boundary Map of and declaring the intention to proceed with the formation of the West Ross Underground Utility District #1 and, adopt Resolution No. 2163 authorizing the Town Manager to enter into Consultant Agreements with CSW/Stuber Stroeh Engineering Group, Inc. for Assessment District Engineering services, and Stradling Yocca Carlson & Rauth for Bond Counsel services.

Recommendation

Town Council discuss and adopt Resolution No. 2162, the Resolution of Intention, providing the necessary actions to initiate the formation of Assessment District No. 2020-01, to be named the West Ross Underground Utility District #1 (the District) and adopt Resolution No. 2163 authorizing the Town Manager to enter into Consultant Agreements with CSW/Stuber Stroeh Engineering Group, Inc. for Assessment District Engineering services (Engineer of Work), and Stradling Yocca Carlson & Rauth for Bond Counsel services.

Background and discussion

The Town of Ross supports the undergrounding of overhead utility wires and poles. The 2007 Town of Ross General Plan identifies a near-term action to "undertake a program to underground utilities in Town neighborhoods if an investigation shows resident financial support for such action or if alternative viable funding mechanisms can be developed." Undergrounding of overhead utilities improves public safety under fire, earthquake and high wind conditions; reduces utility company maintenance costs for tree trimming to maintain overhead lines and equipment; and results in improved visual characteristics.

At a regular Town Council meeting held on November 14, 2019, the Ross Town Council adopted Resolution No. 2112 approving and establishing a Town Policy for underground utility districts (UUD's) in residential neighborhoods – the Underground Utility District Formation Policies and Procedures (the Policy). In addition to the Policy itself, a previously approved "Utility Undergrounding Neighborhood Project Petition of Interest Form" and an "Underground Assessment District Deposit and Release Agreement" (the Release) form was included as attachments to the approved UUD Policy.

Following the adoption of the Policy, certain property owners within the Glenwood Avenue neighborhood (the neighborhood group) developed a preliminary boundary of the district and hired a consultant to

develop a preliminary cost estimate for that portion of the underground improvements lying within the public right of way that would be funded through the formation of an assessment district. The Council-approved petition was circulated by the neighborhood group and signatures of support were obtained from 79 property owners out of the 114 qualifying parcels within the proposed district representing 69% support by parcel and 83% support by area (parcel area based on the latest assessor rolls).

State law requires that petitions of support have been submitted by more than five owners of assessable land within the proposed District, as shown on the last equalized assessment roll, who own lands constituting more than one-half of the area of all assessable lands within the proposed District. As noted above, there are 79 petitions received representing 83% of the area of proposed district. This meets the state requirement. In addition, the Town's Policy requires that at least 65% of the valid Property Owners within the proposed District have signed the petition of interest. As noted above, 69% of the valid property owners have signed the petition of interest.

The initiation of the proposed District involves the designation of a contiguous area which includes all parcels that will receive a benefit from the construction of specific public improvements. The request for the Council's initiation of special assessment proceedings is made in accordance with the Municipal Improvement Act of 1913, and staff further requests that, in the future, and assuming the Assessment District is successfully formed by the ballot proceedings as described in the Policy, bonds will be sold to finance the improvements in accordance with the Improvement Bond Act of 1915. The bonds would be secured by assessments levied on the parcels within the Proposed District, which would be paid by the parcel owners as part of their property tax bills over a period not to exceed 30 years.

Pursuant to the Municipal Improvement Act of 1913 (California Streets and Highways Code Division 12), Town Council shall adopt a resolution declaring its intention to proceed with the underground utility project, which briefly describes the proposed improvement, specifies the exterior boundaries of the assessment district, provides for the issuance of improvement bonds, and declaring its intention to levy an assessment to maintain, repair, or improve the facility pursuant to Section 10100.8, if it intends to levy such an assessment, and providing for the disposal of any surplus remaining in the improvement fund after the completion of the improvement, as authorized in Section 10427. The resolution of intention shall also contain a brief statement of the intention of the legislative body to enter into an agreement with any other public agency, or public utility, pursuant to Chapter 2

Together with the Resolution of Intention, the Town will also enter professional consulting contracts with the law firm of Stradling Yocca Carlson & Rauth (SYC&R) for Bond Counsel and CSW/Stuber Stroeh Engineering Group, Inc. (CSW/ST2) for Engineer-of-Work. Bond Counsel directs all legal proceedings to establish the district, including Council resolutions, notices, forms of documents and instructions, including the levy of the assessments and issuance of bonds. The Engineer of Work provides the preliminary and final design of the undergrounding project, prepares the Engineer's Report for the Assessment District, the final District Boundary, and other program management services for the formation of the District.

Fiscal, Resource and Timeline impacts

Funding for the assessment district will be provided by property owner contributions and/or bond proceeds. If the attached Resolution 2163 is approved by City Council, a \$311,822 Consultant Services Agreement with CSW/ST2 will be executed to prepare the Engineer's Report and provide design and program management services for the formation of the District and a Consultant Services Agreement will be executed with Bond Counsel SYC&R to provide services related to the formation of the Proposed District and the issuance of bonds for the District. In addition to these costs, \$46,700 is requested as a

15% contingency for additional services by the Engineer of Record, and \$10,000 for Town Attorney fees related to the formation of the District. Since the Bond Counsel fees would be paid from the proceeds of the future bond sale, the total up-front costs prior to the bond sale is estimated to be \$368,522.

A subset of petitioners have signed the Release Agreement and have contributed a total of \$297,500 toward upfront Engineering and other expenses that will be incurred by the Town prior to the bond sale, however It is anticipated that the sale of bonds will not be completed prior to expending all this money. Therefore an additional \$71,022 in private funding is needed before the Town can execute the Professional Services Agreements. This funding can only be reimbursed back to the private contributors if the district is formed following a successful vote. It is estimated that the sale of bonds could occur sometime in mid-2022.

The current preliminary estimate for the undergrounding project (and bond issue amount) is \$7,035,000. A more accurate estimate of the total costs of the undergrounding project will be known once the Engineer's Report and construction documents are completed. Per the Town's policy, the final vote on the district by the property owners within the District will occur once the actual construction bids have been received. If the district is not successfully formed following the vote, the funds utilized for the preparation of the Engineer's Report and balloting effort, including legal fees from outside bond counsel, would not be recovered from the proposed district property owners nor reimbursed to the subset of petitioners who contributed to the project.

Town staff has been and will continue to spend a significant amount of time related to the processing of the proposed UUD. Town staff time costs will only be reimbursed to the Town if the District is formed.

Environmental review

This project, when it is approved for construction, will be exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15302(d) (conversion of overhead electric utility distribution system facilities to underground including connection to existing overhead electric utility distribution lines where the surface is restored to the condition existing prior to the undergrounding).

Attachments

1. Resolution No. 2162
2. Resolution No. 2163
3. Draft Assessment District No. 2020-01 Boundary exhibit
4. Draft Assessment District Parcel List
5. Petition Certification by Town Clerk
6. CSW/ST2 Engineer of Record Consultant Agreement
7. SYC&R Bond Counsel Consultant Agreement
8. Draft Underground Utility District Formation Policies and Procedures

ATTACHMENT 1

TOWN OF ROSS

RESOLUTION NO. 2162

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF ROSS CALIFORNIA, DECLARING ITS INTENTION TO TAKE PROCEEDINGS PURSUANT TO THE MUNICIPAL IMPROVEMENT ACT OF 1913 AND TO ISSUE BONDS PURSUANT TO THE IMPROVEMENT BOND ACT OF 1915, AND MAKE CERTAIN FINDINGS AND DETERMINATIONS IN CONNECTION THEREWITH, ALL RELATING TO THE FORMATION OF ASSESSMENT DISTRICT NO. 2020-01 (WEST ROSS UNDERGROUNDING DISTRICT #1)

WHEREAS, the Town Council of the Town of Ross ("Town") desires to provide certain properties located in the Town with the undergrounding of electric, telephone and cable facilities, and the removal of poles, overhead wires, guys, anchors and appurtenant work therewith as further described in Section 3 hereof ("improvements") and to order the formation of an Assessment District to pay the costs thereof under and pursuant to the provisions of the Municipal Improvement Act of 1913 (the "1913 Act") and desires to adopt this resolution of intention in accordance with Streets and Highways Code Section 10200; and

WHEREAS, the proposed assessment district, if it is formed, is to be known and designated as Assessment District No. 2020-01 ("Assessment District"); and

WHEREAS, the proposed boundaries of the Assessment District are shown on a map which indicates by a boundary line the extent of the territory proposed to be included in the Assessment District, which map is designated "Boundary of Proposed Assessment District No. 2020-01" ("Map"), which Map is on file in the office of the Town Clerk; and

WHEREAS, the Town Council has been presented with petitions signed by at least sixty five percent (65%) of the property owners located within the boundaries of the proposed Assessment District requesting the formation of the Assessment District to finance the Improvements; and

WHEREAS, pursuant to California Streets and Highways Code Section 5896.8, there is on file with the Town Clerk a certificate certifying the sufficiency of such petitions; and

WHEREAS, it appears to the Town Council that the Assessment District should be formed to finance the installation of said Improvements under the provisions of the 1913 Act; and

WHEREAS, the Town Engineer, with the assistance of a qualified Assessment District Engineering Firm, is competent to make and file with the Town Clerk the report with regard to the Improvements, which report is required by the 1913 Act to be made and filed; and

WHEREAS, the conversion of overhead electric utility distribution system facilities to underground, including connection to existing overhead electric utility distribution lines where the surface is restored to the condition existing prior to undergrounding, is categorically exempt from the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) ("CEQA") and its implementing guidelines (14 California Code of Regulations Section 15000 et seq.) ("Guidelines") pursuant to Section 15302(d) of the Guidelines; and

WHEREAS, before ordering the Improvements, the Town Council is required, under the 1913 Act, to adopt a resolution declaring its intention to do so; and

WHEREAS, the Town Council intends to consider issuing bonds secured by the assessments to be levied on property in the Assessment District pursuant to the Improvement Bond Act of 1915, being Division 10 (commencing with Section 8500) of the Streets and Highways Code ("1915 Act"); and

WHEREAS, before issuing bonds, the Town Council is required, under the 1915 Act, to adopt a resolution declaring its intention to do so.

NOW THEREFORE BE IT RESOLVED, the Town Council of the Town of Ross does hereby resolve as follows:

Section 1: The above recitals, and each of them, are true and correct and are incorporated into the substantive portion of this resolution.

Section 2: The Map is hereby approved, adopted, and declared to describe the proposed boundaries of the Assessment District; and it shall govern for all details as to the extent of the Assessment District. The Town Clerk is hereby directed to endorse her certificate on the original of the Map evidencing the date and adoption of this resolution and to file said Map in her office, and to file a copy of said Map so endorsed with the County Recorder of Marin County, California within fifteen (15) days after the adoption of the resolution fixing the time and place of hearing on the formation and extent of the Assessment District.

Section 3: The Improvements generally include the undergrounding of existing electric, telephone and cable facilities, including the removal of poles, overhead wires, guys and anchors and the installation of new underground service connections and new streetlights and appurtenant work therewith as shown on the Map. The improvements will be designed by the Town's Engineering Consultant, the Pacific Gas and Electric Company ("PG&E") and other utility providers. Either PG&E, the Town, or the Town's contractors will construct the Improvements, and the Town will inspect the work to ensure conformance to Town standards and specifications where applicable. Once completed, the underground facilities will become the property and responsibility of PG&E and such other utility providers. Each owner of property located within the Assessment District will be responsible for arranging and paying for work on his or her property necessary to connect facilities constructed by

the public utilities in the public streets to the points of connection on the private property owned by the property owner. Conversion of individual service connections on private property is not included in the work done by the Assessment District. Failure to convert individual service connections on private property may result in a recommendation to the Town Council that the public utilities be directed to discontinue service to that property. Overhead facilities cannot be removed until all overhead service has been discontinued.

Section 4: The Town Council hereby finds and declares that the public interest and necessity require the Improvements, and the Improvements will be of direct and special benefit to the properties and land within the Assessment District. The Town Council hereby declares its intention to order the conversion of the existing overhead electric and communication facilities to underground locations, and the acquisition of the Improvements, to make the expenses thereof chargeable upon the area included within the Assessment District, and to form the Assessment District.

Section 5: The Town Council further declares its intention to levy a special assessment upon the land within the Assessment District in accordance with the respective special and direct benefit to be received by each parcel of land from the Improvements.

Section 6: This Town Council finds and determines that before ordering the acquisition of the Improvements it shall take proceedings pursuant to the 1913 Act and pursuant to Part 7.5 of the Special Assessment Investigation, Limitation and Majority Protest Act of 1931, Streets and Highways Code Section 2960 et seq. (the "1931 Act").

Section 7: CSW/Stuber-Stroeh Engineering Group is appointed as the Assessment Engineer per Town of Ross Resolution 2163 dated June 18, 2020. The Assessment Engineer is hereby authorized and directed to make and file with the Town Clerk a written report with regard to the 1913 Act ("Report"), which Report shall comply with the requirements of Section 10204 and Section 2961 of the Streets and Highways Code and Article XIID of the California Constitution and shall contain the following:

- a) Plans and specifications for the Improvements;
- b) A general description of works or appliances already installed and any other property necessary or convenient for the operation of the Improvements, if the works, appliances, or property are to be acquired as part of the Improvements;
- c) An estimate of the cost of the Improvements, and the cost of land, rights of ways, easements, and incidental expenses in connection with the improvements, including the cost of registering the bonds;
- d) A diagram showing the exterior boundaries of the Assessment District, the boundaries of any zones within the Assessment District and the lines and dimensions of each parcel of land within the Assessment District as they existed at the time of passage of this resolution (each subdivision to be given a separate number on the diagram);

- e) A proposed assessment of the total amount of the cost and expenses of the proposed Improvements upon the several subdivisions of land in the Assessment District in proportion to the estimated direct and special benefit to be received by such subdivision, respectively, from the Improvements (the assessment shall refer to the subdivisions by their respective numbers assigned as provided in (d) above); and
- f) A proposed maximum annual assessment upon each of the several subdivisions of land in the Assessment District to pay costs incurred by the Town and not otherwise reimbursed which result from the administration and collection of assessments or from the administration or registration of any associated bonds and reserve or other related funds.
- g) In addition, the Report shall contain the information required by the 1931 Act as set forth in Streets and Highways Code Section 2961 (b), including:
 - 1) The total amount, as near as may be determined, of the total principal sum of all unpaid special assessments and special assessments required or proposed to be levied under any completed or pending assessment proceedings, other than the proposed assessments to be levied with respect to the Assessment District, which would require an investigation and report under the 1931 Act against the total area proposed to be assessed; and
 - 2) The total true value, as near as may be determined, of the parcels of land and improvements within the Assessment District which are proposed to be assessed. Total true value may be estimated as the full cash value of the parcels as shown upon the last equalized assessment roll of the county. Alternatively, total true value may be determined by other reasonable means, including, but not limited to, by adjusting the value shown on the last equalized assessment roll to correct for deviations from market value due to Article XIII A of the California Constitution.

Section 8: Following the acquisition of the Improvements and the payment of all incidental expenses in connection with the formation of the Assessment District and the issuance of bonds pursuant to the 1915 Act, any surplus remaining in the improvement fund established for the Assessment District shall be used as determined by the Town Council as provided in Section 10427 of the Streets and Highways Code.

Section 9: Notice is hereby given that serial or term bonds to represent unpaid assessments and to bear interest at a rate not to exceed twelve percent (12%) per annum will be issued in the manner provided in the Improvement Bond Act of 1915 to represent the unpaid assessments and the last installment of such bonds shall mature a maximum of thirty (30) years from the second day of September next succeeding twelve (12) months from their date. The principal amount of such bonds maturing or becoming subject to mandatory prior redemption each year shall not be an amount equal to an even annual proportion of the aggregate principal amount of the bonds, but rather (except as specifically otherwise provided by the Town Council in connection with the sale of such bonds), shall be an

amount which, when added to the amount of interest payable in each year, will be a sum which is substantially equal in each year, except for the moneys falling due on the first maturity or mandatory prior redemption date of the bonds which shall be adjusted to reflect the amount of interest earned from the date when the bonds bear interest to the date when the first interest is payable on the bonds. Such bonds shall be serviced and collected by the Town Treasurer or by such registrar and/or paying agent(s) as this Town Council may from time to time designate.

Section 10: The provisions of Part 11.1 of the Improvement Bond Act of 1915, providing an alternative procedure for the advance payment of assessments and the calling of bonds, shall apply.

Section 11: Except as specifically otherwise provided for herein, the Improvements shall be made and ordered pursuant to the provisions of the 1913 Act.

Section 12: The Town Council hereby determines that the Town will not obligate itself to advance available funds from its treasury to cure any deficiency which may occur in the bond redemption fund established for the Assessment District.

Section 13: The public interests will not be served by allowing the property owners to take any contract to be let for the construction of the Improvements, and no notice of award of contract shall be published.

Section 14: It is hereby determined that the bonds proposed to be issued in these proceedings may be refunded. Any adjustment to assessments resulting from such refunding shall be done on a pro rata basis as required pursuant to Section 8571.5 of the Streets and Highways Code. Any such refunding shall be pursuant to the provisions of Division 11.5 (commencing with Section 9500) of the Streets and Highways Code, except that, if, following the filing of the report specified in Section 9523 and any subsequent modifications of the report, the Town Council finds that all of the conditions specified in Section 9525 are satisfied and that the adjustments to assessments are on a pro rata basis, the Town Council may approve and confirm the report and any, without further proceedings, authorize, issue, and sell the refunding bonds pursuant to Chapter 3 (commencing with Section 9600) of Division 11.5 of the Streets and Highways Code. Any such refunding bonds shall bear interest at the rate of not to exceed twelve percent (12%) per annum, or such higher rate of interest as may be authorized by applicable law at the time of sale of such bonds; and the last installment of such bonds shall mature on such date as will be determined by the Town Council in the proceedings for such refunding.

Section 15: It is in the public interest and more economical to do certain work on private property to eliminate any disparity in level or size between the Improvements and private property and to add the actual cost of such work to the Assessment of the property to which such work was done; provided that no work of this nature shall be performed until and unless the written consent of the owner of property is first obtained.

Section 16: Pursuant to Streets and Highways Code Section 10110, the Town intends to enter into agreements with PG&E and the other utility providers, and any agreement between the Town and PG&E, or any other public utility, for the ownership, management, or control of the underground electric, telephone and cable facilities to be installed pursuant to the Improvements, would benefit any current or future residents of the Assessment District.

Section 17: Pursuant to Section 15302(d) of the CEQA Guidelines, the undergrounding of the Improvements will have no significant effect on the environment and is categorically exempt from CEQA. The Town Clerk is directed to work with the Director of Planning and Building to cause a notice of exemption to be posted as required by law.

Section 18: All inquiries for all information relating to these proceedings, including information relating to protest procedures, should be directed to:

TOWN OF ROSS
Attention: Director of Public Works
P.O. Box 320
Ross, CA 94957
(415) 453-1453

Section 19: The recitals provided in this resolution are true and correct and are incorporated into the operative part of this resolution.

Section 20: If any section, subsection, sentence, clause, or phrase of this resolution is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this resolution. The Town Council hereby declares that it would have passed this resolution, and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

Section 21: This resolution shall take effect immediately upon its adoption by the Town Council, and the Town Clerk shall certify the vote adopting the resolution.

The foregoing resolution was duly and regularly adopted by the Ross Town Council at its regular meeting held on the 18th day of June, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Julie McMillan, Mayor

ATTEST:

Linda Lopez, Town Clerk

ATTACHMENT 2

TOWN OF ROSS

RESOLUTION NO. 2163

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF ROSS CALIFORNIA, AUTHORIZING THE TOWN MANAGER TO EXECUTE PROFESSIONAL SERVICES AGREEMENTS WITH CSW/STUBER-STROEH ENGINEERING GROUP INC. FOR ASSESSMENT DISTRICT ENGINEER OF RECORD, DESIGN, AND MANAGEMENT SERVICES, AND, WITH STRADLING Yocca CARLSON & RAUTH FOR BOND COUNSEL SERVICES, ALL RELATING TO THE FORMATION OF ASSESSMENT DISTRICT NO. 2020-01 (WEST ROSS UNDERGROUNDING DISTRICT #1)

WHEREAS, the 2007 Town of Ross General Plan identifies a near-term action to “undertake a program to underground utilities in Town neighborhoods if an investigation shows resident financial support for such action or if alternative viable funding mechanisms can be developed”; and

WHEREAS, at a regular Town Council meeting held on November 14, 2019, the Ross Town Council adopted Resolution No. 2112 approving and establishing a Town Policy (the Policy) for the formation of underground utility districts by private property owners; and

WHEREAS, at a regular Town Council meeting held on June 18, 2020, the Ross Town Council adopted Resolution No. 2162, a Resolution of Intention initiating the formation of Assessment District No. 2020-01 known as the West Ross Undergrounding District #1 (the District); and

WHEREAS, with the adoption by Town Council of the Resolution of Intention and pursuant to the Policy, the Town will execute professional services agreements with a Bond Counsel consultant and Engineer-of-Work consultant; and

WHEREAS, the Town of Ross solicited proposals from qualified consultants to provide Professional Bond Counsel and Professional Assessment District Engineer-of-Work services to facilitate the formation of the District; and

WHEREAS, the Town of Ross has determined that CSW/Stuber-Stroeh Engineering Group, Inc. is qualified to provide Assessment District Engineer-of-Work services and Stradling Yocca Carlson & Rauth is qualified to provide Bond Counsel services and both firms are the most qualified consultants to respond to the Town’s solicitation for proposals.

NOW THEREFORE BE IT RESOLVED, the Town Council of the Town of Ross does hereby authorize the Town Manager to execute:

1. a Consultant Services Agreement with CSW/Stuber-Stroeh Engineering Group, Inc. for \$311,822 and authorize an additional \$46,700 for contingencies related to unforeseen changes or scope additions and

2. a Consultant Services Agreement with Stradling Yocca Carlson & Rauth.

The Consultant Service Agreements will be executed by the Town Manager once a subset of petitioners have signed the Release Agreement and contributed a total of \$368,522 for various consultant services.

The foregoing resolution was duly and regularly adopted by the Ross Town Council at its regular meeting held on the 18th day of June 2020, by the following vote:

AYES:

NOES:

ABSENT:

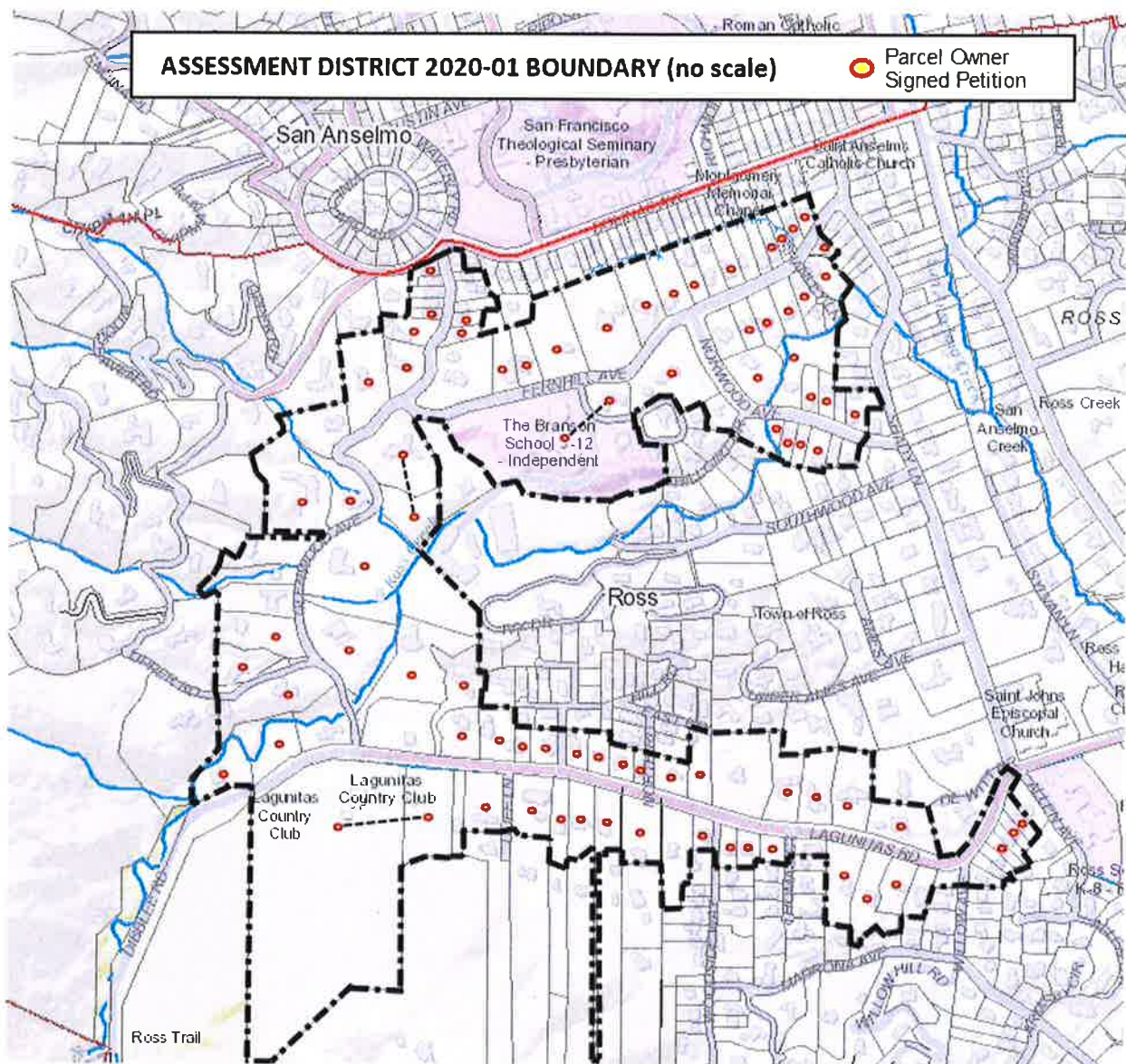
ABSTAIN:

Julie McMillan, Mayor

ATTEST:

Linda Lopez, Town Clerk

ATTACHMENT 3



ATTACHMENT 4

ASSESSMENT DISTRICT 2020-01 PARCEL LIST

Prop_ID	Signed Petition	Gross Land SqFt	SitusFormattedCity
073-241-16	N	8500	111 LAGUNITAS RD ROSS
073-241-07	Y	11400	103 LAGUNITAS RD ROSS
073-241-06	Y	7650	105 LAGUNITAS RD ROSS
073-241-05	N	8500	107 LAGUNITAS RD ROSS
073-241-04	Y	8250	109 LAGUNITAS RD ROSS
073-241-02	N	8500	115 LAGUNITAS RD ROSS
073-241-01	N	10500	39 WILLOW AVE ROSS
073-232-44	Y	49132	147 LAGUNITAS RD ROSS
073-232-39	N	24200	125 LAGUNITAS RD ROSS
073-232-34	Y	14000	171 LAGUNITAS RD ROSS
073-232-21	N	9000	121 LAGUNITAS RD ROSS
073-232-20	Y	14250	123 LAGUNITAS RD ROSS
073-232-17	Y	48600	153 LAGUNITAS RD ROSS
073-232-16	N	9555	161 LAGUNITAS RD ROSS
073-232-08	Y	14375	163 LAGUNITAS RD ROSS
073-232-05	Y	13500	1 WOODSIDE WAY ROSS
073-231-17	N	45500	179 LAGUNITAS RD ROSS
073-231-02	Y	11008	177 LAGUNITAS RD ROSS
073-222-03	Y	37407	193 LAGUNITAS RD ROSS
073-222-02	Y	28387	195 LAGUNITAS RD ROSS
073-222-01	Y	41250	199 LAGUNITAS RD ROSS
073-221-07	Y	42579	201 LAGUNITAS RD ROSS
073-221-02	N	18800	203 LAGUNITAS RD ROSS

073-221-01	Y vacant	55757	205 LAGUNITAS RD ROSS
073-211-40	Y	717433	205 LAGUNITAS RD ROSS
073-211-38	Y	44431	189 LAGUNITAS RD ROSS
073-211-20	Y	50000	185 LAGUNITAS RD ROSS
073-201-13	Y	61400	140 LAGUNITAS RD ROSS
073-201-11	Y	47400	120 LAGUNITAS RD ROSS
073-201-08	Y	40300	150 LAGUNITAS RD ROSS
073-201-07	Y	42000	160 LAGUNITAS RD ROSS
073-201-06	N	82500	170 LAGUNITAS RD ROSS
073-173-02	Y	22040	2 NORTH RD ROSS
073-173-01	Y	25029	12 EAST RD ROSS
073-171-56	Y	16500	186 LAGUNITAS RD ROSS
073-171-38	Y	16245	188 LAGUNITAS RD ROSS
073-171-37	Y	8646	194 LAGUNITAS RD ROSS
073-171-30	Y	7500	1 NORTH RD ROSS
073-171-25	Y	14260	190 LAGUNITAS RD ROSS
073-171-14	Y	16320	192 LAGUNITAS RD ROSS
073-171-11	Y	32535	196 LAGUNITAS RD ROSS
073-151-16	N	8880	3 NORWOOD AVE ROSS
073-151-15	N	6500	5 NORWOOD AVE ROSS
073-151-14	Y	16758	7 NORWOOD AVE ROSS
073-151-13	Y	9360	9 NORWOOD AVE ROSS
073-151-12	Y	11628	11 NORWOOD AVE ROSS
073-151-11	Y	6004	15 NORWOOD AVE ROSS

073-151-10	N	17550	17 NORWOOD AVE ROSS
073-131-30	Y	219660	36 GLENWOOD AVE ROSS
073-131-29	Y	103804	2 GLENWOOD AVE ROSS
073-131-28	N	60853	200 1/2 LAGUNITAS RD ROSS
073-131-23	Y	44431	200 LAGUNITAS RD ROSS
073-131-17	Y	86350	20 GLENWOOD AVE ROSS
073-131-01	Y	31248	198 LAGUNITAS RD ROSS
073-122-22	Y	56335	206 LAGUNITAS RD ROSS
073-122-21	Y	75924	1 UPPER RD ROSS
073-122-08	N	43400	202 LAGUNITAS RD ROSS
073-122-03	Y	46021	210 LAGUNITAS RD ROSS
073-121-10	Y	43566	2 UPPER RD ROSS
073-121-09	Y	62300	21 GLENWOOD AVE ROSS
073-121-07	N	40592	23 GLENWOOD AVE ROSS
073-091-47	Y	54630	12 A NORWOOD AVE ROSS
073-091-46	Y	14881	10 NORWOOD AVE ROSS
073-091-40	Y	19800	4 NORWOOD AVE ROSS
073-091-39	Y	15000	8 NORWOOD AVE ROSS
073-091-37	N	27502	21 FERNHILL AVE ROSS
073-091-36	Y	17120	15 FERNHILL AVE ROSS
073-091-31	Y	18000	1 SHANLEY LN ROSS
073-091-30	Y	50220	14 NORWOOD AVE ROSS
073-091-26	N	6854	6 NORWOOD AVE ROSS
073-091-10	Y	8800	3 FERNHILL AVE ROSS

073-091-07	N	9240	7 SHANLEY LANE ROSS
073-091-06	N	9240	6 SHANLEY LANE ROSS
073-091-05	Y	11690	2 SHANLEY LN ROSS
073-091-04	Y	26265	5 FERNHILL AVE ROSS
073-091-03	Y	22050	11 FERNHILL AVE ROSS
073-082-12	Y	293159	39 FERNHILL AVE ROSS
073-082-03	N	15000	2 HILLGIRT DR ROSS
073-082-02	Y	84600	11 CIRCLE DR ROSS
073-082-01	Y vacant	28946	
073-072-07	Y vacant	51800	
073-072-06	Y	88775	81 FERNHILL AVE ROSS
073-071-12	Y	43566	55 GLENWOOD AVE ROSS
073-071-11	Y	102800	51 GLENWOOD AVE ROSS
073-071-06	N	36400	41 GLENWOOD AVE ROSS
073-071-05	N	43560	49 GLENWOOD AVE ROSS
073-051-21	N	20800	18 FERNHILL AVE ROSS
073-051-20	Y	20400	14 FERNHILL AVE ROSS
073-051-19	N	19344	12 FERNHILL AVE ROSS
073-051-18	N	12200	10 FERNHILL AVE ROSS
073-051-17	Y	11750	8 FERNHILL AVE ROSS
073-051-16	Y	13200	6 FERNHILL AVE ROSS
073-051-15	Y	14580	4 FERNHILL AVE ROSS
073-051-14	Y	11172	2 FERNHILL AVE ROSS
073-041-37	Y	98952	38 FERNHILL AVE ROSS

073-041-36	Y	43039	36 FERNHILL AVE ROSS
073-041-35	Y	37386	34 FERNHILL AVE ROSS
073-041-33	Y	4864	92 GLENWOOD AVE ROSS
073-041-32	N	10366	90 GLENWOOD AVE ROSS
073-041-31	withdrew	10545	88 GLENWOOD AVE ROSS
073-041-30	Y	8400	86 GLENWOOD AVE ROSS
073-041-29	Y	8940	84 GLENWOOD AVE ROSS
073-041-28	N	66528	98 FERNHILL AVE ROSS
073-041-27	Y	25200	44 FERNHILL AVE ROSS
073-041-26	Y	20046	42 FERNHILL AVE ROSS
073-041-25	Y	64320	40 FERNHILL AVE ROSS
073-041-23	Y	21120	32 FERNHILL AVE ROSS
073-041-01	N	6014	141 BOLINAS AVE ROSS
073-031-13	Y	68620	61 GLENWOOD AVE ROSS
073-031-12	N	41128	57 GLENWOOD AVE ROSS
073-031-10	Y	32088	81 GLENWOOD AVE ROSS
073-031-09	Y	25134	85 GLENWOOD AVE ROSS
073-031-08	Y	6750	87 GLENWOOD AVE ROSS
073-031-07	N	7110	89 GLENWOOD AVE ROSS
073-031-06	N	8000	91 GLENWOOD AVE ROSS
073-031-05	N	5600	93 GLENWOOD AVE ROSS
073-031-04	y	8520	201 BOLINAS AVE ROSS


ATTACHMENT 5

**CERTIFICATE OF TOWN CLERK
AS TO THE SUFFICIENCY OF PETITIONS FOR
TOWN OF ROSS
ASSESSMENT DISTRICT NO. 2020-01
(WEST ROSS UNDERGROUNDING DISTRICT NO. 1)**

I, Linda Lopez, Town Clerk of the Town of Ross, do hereby certify that I have examined the petitions submitted by the owners of certain parcels of land within the proposed Town of Ross Assessment District No. 2020-01 (West Ross Undergrounding District No. 1) (the "District"). In accordance with Streets & Highways Code Section 5896.7 I have checked the petitions submitted to me and determined that petitions have been submitted by more than five owners of assessable land within the proposed District, as shown on the last equalized assessment roll, who own lands constituting more than one-half of the area of all assessable lands within the proposed District.

Further, I have determined that at least 65% of the valid Property Owners in the proposed District have signed a petition of interest as required by the Town of Ross Underground Utility District Formation Policy adopted November 14, 2019.

Dated this 11th Day of June, 2020



Linda Lopez, Town Clerk

ATTACHMENT 6

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Town of Ross, California, as of _____, 2020, by and between the Town of Ross, a municipal corporation (the "CITY") and CSW/Stuber-Stroeh Engineering Group ("CONSULTANT"), who agree as follows:

1) **SERVICES.** Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to the CITY the services described in Exhibit "A," which consists of the proposal submitted by CONSULTANT. CONSULTANT shall provide said services at the time, place, and in the manner specified in Exhibit "A" or as may be mutually agreed upon between CITY and CONSULTANT.

2) **PAYMENT.** CITY shall pay CONSULTANT for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit "B." The payments specified in Exhibit "B" shall be the only payments to be made to CONSULTANT for services rendered pursuant to this Agreement. CONSULTANT shall submit all billings for said services to the CITY in the manner specified in Exhibit "B."

3) **FACILITIES AND EQUIPMENT.** CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

4) **GENERAL PROVISIONS.** The general provisions set forth in Exhibit "C" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the provisions set forth in Exhibit "C" shall control.

5) **INSURANCE REQUIREMENTS.** The insurance requirements set forth in Exhibit "D" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the requirements set forth in Exhibit "D" shall control.

6) **EXHIBITS.** All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

EXECUTED as of the day first above-stated.

Town of Ross, a municipal corporation

By: _____

CONSULTANT

By: _____

Exhibit A

SCOPE OF SERVICES

See proposal letter, attached as Exhibit "A".

EXHIBIT "A"

SCOPE OF WORK

The CSW|ST2 team has developed a scope of work to support undergrounding of overhead lines in support of the West Ross Undergrounding District through

PG&E's Rule 20B and AT&T Rule 32 programs. The following summarizes our proposed tasks.

TASK 1 PRELIMINARY ENGINEERING

Objective: In this initial phase, our team will coordinate with PG&E, community, and Town to develop the undergrounding district, establish the methodology for the assessment, determine the district boundaries and prepare the preliminary composite drawing for review under CEQA.

1.1 INITIAL COORDINATION Our team will complete a field walk with representatives from PG&E, AT&T, and Comcast to review the border of the undergrounding district. Specifically, we will assess, which properties will receive service conversions and the location of potential new utility poles. During the meeting, we will confirm the area required by PGE to access their subsurface boxes.

1.2 DATA COLLECTION Our team will collect information within the project area including:

- A. Boundary information
- B. Record County, Town, and public utility data
- C. Biological and cultural resource reports
- D. Owner information and lot size for all properties within the undergrounding district

1.3 VALIDATION OF COSTS We will coordinate an initial meeting with PG&E, Comcast, and ATT to

discuss the project and confirm the estimate of their costs. We will review the preliminary engineer's estimate dated July 30, 2019 and escalate it for construction in 2022.

1.4 ASSESSMENT DISTRICT COORDINATION

Our team will work with the Special Counsel and Staff to define a project schedule as well as develop the District Methodology Report and the Assessment Database.

1.5 INITIAL OUTREACH "PROJECT INTRODUCTION"

Our team will conduct initial meetings with property owners within the project area to review the undergrounding. This will include acquiring their desired panel size. We will host up to two meetings within the project areas at specific times to receive input.

1.6 UNDERGROUND UTILITY AND ASSESSMENT DISTRICT BOUNDARY MAP

Based upon the coordination with the public utilities, our team will prepare an underground utility district boundary maps that illustrates all properties to receive service conversions. We will prepare a draft version for review by the Town and utilities and a final version integrating comments.

1.7 TECHNICAL STUDIES Our team will complete

SCOPE OF WORK PLAN

the following technical studies to support the preliminary design.

A. Topographic Survey Our team will compile a record boundary for the project area and collect topographic features using an aerial drone. Based upon record research and field assessment, we will plot utility information.

B. Geotechnical Assessment Our team will complete ten (10) shallow excavations to a depth of about 5 feet along the joint trench to assess soil conditions and collect samples for use by PG&E. This will include an analysis of soil contamination for substances including, but not limited to, hydrocarbon, lead, asbestos, and PCBs.

1.8 COMPOSITE UTILITY PLAN (35%) Based upon the intent drawings provided by PG&E, AT&T, and Comcast, our team will prepare a composite plan sets that includes the following:

A. Plans We will include a plan set for the District that includes the following:

- Title Sheet
- Joint Trench Alignment
- Joint Trench Sections
- Service Conversions
- Creek Crossing Plan and Profile

B. Assessment of total project cost

1.9 CEQA COMPLIANCE Using the 35% documents, WRA will prepare an environmental documentation pursuant to the California Environmental Quality Act (CEQA) with the Town as the lead agency. Based on our understanding of the project, the document will be a Categorical Exemption. The Town can impose standard conditions of approval on the project and still use a Categorical Exemption for this project. For example, if any trees have

to be removed, it will be important that compliance with applicable Town tree replacement policies and the Migratory Bird Treaty Act be required and that surveys be completed to ensure that nesting birds would not be harmed during tree removal (if work is to be done during the nesting season). Also, the Town can impose a standard condition regarding the potential inadvertent discovery of unknown archaeological resources and human remains during project construction. We will complete several technical studies to support the finding of a categorical excluding including:

A. Biological Resources Our biologist will search the California Natural Diversity Database, California Native Plant Society Inventory of Rare and Endangered Plants, and U.S. Fish and Wildlife Service's on-line database for records of special-status species that may occur in the project vicinity. Assuming the alignment of the joint trench is within pavement, the primary issues related to biological resources would be the potential presence of nesting birds and burrowing owls in the project vicinity. Our biologist will conduct a reconnaissance survey of the project area to assess habitat conditions for any sensitive biological resources. The results of this work will be documented in a brief technical letter report.

B. Cultural Resources Our cultural resources specialist will conduct a records search for the project site and areas within 1/8 mile at the Northwest Information Center (NWIC) at Sonoma State University and request a Sacred Lands File (SLF) search from the California Native American Heritage Commission for the project site and vicinity. The specialist will also conduct a desktop archaeological sensitivity assessment, using data from our geotechnical assessment (see **Task 1.7B**) and literature and map review to assess the potential of the project to impact cultural resources. The results of

SCOPE OF WORK

this research will be documented in a brief technical letter report.

1.10 PRELIMINARY ENGINEER'S REPORT In accordance with the Municipal Improvement Acts of 1911 and 1913 as well as Proposition 218, we will prepare the preliminary engineers report that will include the plans, assessment district, method of assessment apportionment (front footage or view corridor), assessment roll with preliminary assessments, and preliminary cost estimate.

1.11 TOWN COUNCIL We will support staff in presenting the project status to Council including the preliminary engineer's report.

1.12 CONTRACT MANAGEMENT CSW|ST2 will be responsible for overall management of our design team including the following:

A. Project Management We will manage the design team as well as track progress, schedule, and budget. We will be responsible for documenting all design decisions and keeping an official record of the project. Furthermore, we will submit monthly progress reports identifying tasks

completed, budget status, and issues status.

B. Quality Control/Assurance An independent member of our team will perform an independent quality control review of the team's documents prior to submittal.

C. Meetings In addition to the outreach meetings, the team will attend up to two (2) coordination meetings during this phase of work.

Key Deliverables

- Assessment district database
- Assessment Methodology report
- Undergrounding and assessment district map
- Topographic survey
- Geotechnical report
- Preliminary design including 35% plans
- CEQA Notice of Exemption and supporting technical studies

TASK 2 FINAL DESIGN

Objective: Based on the results of the outreach process, our team will integrate comments and prepare plans for use in bidding, forming the Assessment District, and construction.

2.1 PREPARE PROJECT PLANS, SPECIFICATIONS, AND ESTIMATES We will prepare plans for review by the utilities at 65%; the submittal will contain the following:

A. Plans We will include a plan set to the Town that includes the following:

- Title Sheet
- Construction Phasing Plan

- Joint Trench Alignment
- Joint Trench Sections
- Creek Crossing Plan and Profile
- Street Lighting as required for intersections
- Service Conversions

B. Specifications, bid schedule, and cost estimate This will be based upon the Marin County standards with reference to the PG&E Greenbook.

2.2 OUTREACH "PREPARING FOR BIDDING"

Our team will conduct a general meeting with prop-

SCOPE OF WORK

erty owners within assessment district to provide information related to the next steps associated with securing approval to form the district.

2.3 REGULATORY PERMITS Our team will prepare an application from the State of California Department of Fish and Wildlife for the crossing of Ross Creek in two locations.

2.4 RIGHTS TO ENTER Our team will prepare standard Rights to Enter for each property to receive a service conversion.

2.5 ACCESS EASEMENT Due to the complications in establishing the property boundary along the roadways, our team will prepare a 5-foot-wide access easement at each location to receive a pull box. This will allow adequate area for PGE to maintain their infrastructure.

2.6 FINAL PLANS The team will integrate all comments and prepare a final set for bidding.

2.7 TOWN COUNCIL Our team will support staff in requesting a call for bid.

2.8 CONTRACT MANAGEMENT CSW|ST2 will complete contract management services as defined in **Task 1.12**. In this task, we anticipate up to four (4) meetings with the City.

Key Deliverables

- 65%, 95% and final submittal in Acrobat and paper format
- Form B
- Notices of Proposed Assessments and Ballots
- Private property rights to enter
- Regulatory Permit Applications
- Response to utility/ agency comments

TASK 3 BIDDING, BALLOTING, AND BOND SALE SUPPORT

3.1 BIDDING SUPPORT CSW|ST2 will assist during the bidding phase by attending the pre-bid meeting, responding to contractor requests for information, and preparing two (2) bid addenda if necessary.

3.2 FINAL ENGINEER'S REPORT With the final bid, our team will revise the Engineer's Report and compile a final boundary map for the Assessment District.

3.3 DISTRICT APPROVAL Our team will support the approval of the assessment district completing the following:

A. Notices and Ballots We will assemble notices and ballots and mail to all the properties within the District.

B. Questions We will provide a contact number and email for residents to ask questions regarding the ballot process.

C. Public Meetings During the 45-day ballot period, we will attend three (3) meetings to respond to questions from property owners.

D. Public Hearing We will support staff at the public hearing, which will include a discussion of the final Assessment District and results of the vote.

3.4 CLOSING Upon approval of the District, our team will support the Town including the following:

A. Cash Collection We will complete and mail the cash collection notice and notice of confirmed

SCOPE OF WORK

lien to all the property owners within the District. We will provide a contact number and email to respond to questions.

B. Bond Sale We will provide technical support to the Town to support the bond sale.

Key Deliverables

- Up to two (2) bid addenda.
- Bid review
- Final Engineers Report
- Notices and Ballots
- Summary of responses to questions
- Presentation at public meetings and hearings
- Cash collection notices
- Response to utility/ agency comments

TASK 4 CONSTRUCTION SUPPORT

4.1 CONSTRUCTION SUPPORT During construction, the team will review submittals, respond to contractor questions, provide technical guidance, visit the site on four (4) occasions during construction, and prepare a punch list near the completion of construction. We will assist the City coordinating public utility relocations as well as confirm that the contractor's traffic management and construction mitigation plans are consistent with the contract documents.

Key Deliverables

- Submittal review
- Respond to requests for information during construction
- Memorandums summarizing field reports during construction

EXHIBIT B

PAYMENT SCHEDULE

1) The total contract price for services rendered by CONTRACTOR under this Agreement shall be as specified below:

Lump Sum per attached Exhibit "B" "Summary of service fee"

2) Payment shall be made to CONTRACTOR on a percentage complete of each Task 1, 2, 3, and 4, and CONTRACTOR shall submit monthly invoices to the City for the same.

- | | |
|--|-----------|
| 1. TASK 1: Preliminary Engineering | \$136,492 |
| 2. TASK 2: Final Design | \$115,690 |
| 3. TASK 3: Bid, Ballot, Bonding | \$41,140 |
| 4. TASK 4: Construction Support | \$13,600 |
| 5. T&M Reimbursable expenses not to exceed \$18,500 without authorization. | |

3) Any additional meetings or work required beyond that set forth in Exhibit "A" shall be mutually agreed to by the CITY and CONTRACTOR, and shall be billed on a time and materials basis to the CITY.

West Ross Undergrounding District		CSW ST2						Total CSW ST2 Hours	Total CSW ST2 Fee	Miller Pacific			WRA						Total Hours	Total Fee
		SUMMARY OF SERVICE FEE								Geotechnical Engineering			CEQA Environmental Compliance							
										Principal	Senior Geologist	Engineer	Geoff Reilly Sr. Environmental Planner	Reida Khan Assistant Environmental Planner	Scott Yarger Biologist	Robin Hoffman Cultural Resources	Varies Sr. Technician			
CSW ST2		Robert Stevens PM/ Principal	Richard Souza Project Engineer	Al Cornwell Assessment District Engineer	Varies Designer	Varies Admin	Varies Survey													
03.13.2020																				
Billable Rate (\$/ hour)		205	205	205	135	100	275			240	130	120	228	122	178	212	90			
Task 1 Preliminary Engineering																				
1.1	Initial Coordination	8	8	8				24	\$4,920									24	\$4,920	
1.2	Data Collection	4	4		8			16	\$2,720									16	\$2,720	
1.3	Validation of Costs	4	8		8			20	\$3,540									20	\$3,540	
1.4	Assessment District Coordination	4		40		20		64	\$11,020									64	\$11,020	
1.5	Initial Outreach	8				8		16	\$2,440									16	\$2,440	
1.6	Undergrounding and Assessment District Map		8	4	16			28	\$4,620									28	\$4,620	
1.7	Technical Studies	4	4		100		60	168	\$31,640	10	20	36						234	\$40,960	
1.8	Composite Utility Plan (35%)	10	80		120			210	\$34,650									210	\$34,650	
1.9	CEQA Compliance	8						8	\$1,640				4	10	16	16	24	78	\$12,172	
1.10	Preliminary Engineer's Report	4	10	40	20	20		94	\$15,770									94	\$15,770	
1.11	Town Council	6				4		10	\$1,630									10	\$1,630	
1.12	Contract Management	10						10	\$2,050									10	\$2,050	
Task 1 Preliminary Engineering Subtotal:		70	122	92	272	52	60	668	\$116,640	10	20	40	4	10	16	16	24	804	\$136,492	
Task 2 Final Design																				
2.1	Prepare 65% PS&E	20	80		200			300	\$47,500									300	\$47,500	
2.2	Outreach	8				8		16	\$2,440									16	\$2,440	
2.3	Regulatory Permits	8	10		10			28	\$5,040						10			38	\$6,820	
2.4	Rights to Enter		8		20	20		48	\$6,340									48	\$6,340	
2.5	Access Easement		30		40			70	\$11,550									70	\$11,550	
2.6	Final Plans	8	30		80			118	\$18,590									118	\$18,590	
2.7	Town Council	10	40		60			110	\$18,350									110	\$18,350	
2.8	Contract Management	20						20	\$4,100									20	\$4,100	
Task 2 Final Design Subtotal:		74	198	0	410	28	0	580	\$113,910	0	0	0	0	0	10	0	0	720	\$115,690	
Task 3 Bidding, Balloting, and Bond Sale																				
3.1	Bidding Support	4	10		8			22	\$3,950									22	\$3,950	
3.2	Final Engineer's Report	4		40		50		94	\$14,020									94	\$14,020	
3.3	District Approval	8		10				18	\$3,690									18	\$3,690	
	Notices and Ballots	4		8		40		52	\$6,460									52	\$6,460	
	Questions	8		4				12	\$2,460									12	\$2,460	
	Public Meetings	6		4				10	\$2,050									10	\$2,050	
	Public Hearing	6		4				10	\$2,050									10	\$2,050	
3.4	Closing	4		8		40		52	\$6,460									52	\$6,460	
Task 3 Bidding, Balloting, and Bond Sale Subtotal:		44	10	78	8	130	0	270	\$41,140	0	0	0	0	0	0	0	0	270	\$41,140	
Task 4 Construction Support																				
4.1	Construction Support	10	30		40			80	\$13,600									80	\$13,600	
Task 4 Construction Support Subtotal:		10	30	0	40	0	0	80	\$13,600	0	0	0	0	0	0	0	0	80	\$13,600	
Total Labor:		198	360	170	730	210	60	1518	\$285,290	10	20	40	4	10	26	16	24	1874	\$306,922	
Total Fee:									\$271,690	\$9,800			\$12,312							\$293,322
Reimbursable Expenses									\$10,000	\$8,000			\$500							\$18,500
									Total Reimbursable: \$10,000	\$8,000			\$12,812						\$311,822	
									Total Cost \$281,690	\$17,800			\$25,124							
									Distribution of Cost 90%	3%			8%							

EXHIBIT "B" SUMMARY OF SERVICE FEES

EXHIBIT C

GENERAL PROVISIONS

1) INDEPENDENT CONSULTANT. At all times during the term of this Agreement, CONSULTANT shall be an independent CONSULTANT and shall not be an employee of CITY. CITY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT's services rendered pursuant to this Agreement; however, CITY shall not have the right to control the means by which CONSULTANT accomplishes services rendered pursuant to this Agreement.

2) LICENSES; PERMITS; ETC. CONSULTANT represents and warrants to CITY that CONSULTANT has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice CONSULTANT's profession. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice his profession.

3) TIME. CONSULTANT shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONSULTANT's obligations pursuant to this Agreement. CONSULTANT shall adhere to the Schedule of Activities as described in their Executive Summary.

4) CONSULTANT NOT AN AGENT. Except as CITY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement, to bind CITY to any obligation whatsoever.

5) ASSIGNMENT PROHIBITED. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

6) PERSONNEL. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that CITY, in its sole discretion, at anytime during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.

7) STANDARD OF PERFORMANCE. CONSULTANT shall perform all services required pursuant to this Agreement. Services shall be performed in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices his profession. All products which CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a workmanlike manner, and conform to the standards of quality normally observed by a person practicing in CONSULTANT's profession. CITY shall be the sole judge as to whether the product of the CONSULTANT is satisfactory.

8) CANCELLATION OF AGREEMENT. This Agreement may be canceled at any time by the CITY at its discretion upon written notification to CONSULTANT. CONSULTANT is entitled to

receive full payment for all services performed and all costs incurred up to and including the date of receipt of written notice to cease work on the project. CONSULTANT shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work. All completed and incomplete products up to the date of receipt of written notice to cease work shall become the property of CITY.

9) PRODUCTS OF CONSULTING. All products of the CONSULTANT provided under this Agreement shall be the property of the CITY.

10) INDEMNIFY AND HOLD HARMLESS.

a) If AGREEMENT is an agreement for design professional services subject to California Civil Code § 2782.8(a) and CONSULTANT is a design professional, as defined in California Civil Code § 2782.8(b)(2), CONSULTANT shall hold harmless, defend and indemnify the CITY, its officers, agents, employees, and volunteers from and against all claims, damages, losses, and expenses including attorneys' fees arising out of, or pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, except where caused by the active negligence, sole negligence, or willful misconduct of the CITY.

b) If AGREEMENT is not an agreement for design professional services subject to California Civil Code § 2782.8(a) or CONSULTANT is not a design professional as defined in subsection (a) above, CONSULTANT shall indemnify, defend, and hold harmless the CITY, its officers, agents, employees and volunteers from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by CONSULTANT or any person directly or indirectly employed by or acting as agent for CONSULTANT in the performance of this Agreement, including the concurrent or successive passive negligence of the CITY, its officers, agents, employees or volunteers.

It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies are determined to be applicable to any such damages or claims for damages.

11) PROHIBITED INTERESTS. No employee of the CITY shall have any direct financial interest in this agreement. This agreement shall be voidable at the option of the CITY if this provision is violated.

12) LOCAL EMPLOYMENT POLICY. The CITY desires wherever possible, to hire qualified local residents to work on city projects. Local resident is defined as a person who resides in Solano County. The CITY encourages an active affirmative action program on the part of its CONSULTANTS, consultants, and developers. When local projects require, sub Consultants, CONSULTANTS, consultants and developers will solicit proposals from qualified local firms where possible.

As a way of responding to the provisions of the Davis-Bacon Act and this program, CONSULTANT, consultants, and developers will be asked, to provide no more frequently than monthly, a report which lists the employee's name, job class, hours worked, salary paid, city of residence, and ethnic origin.

13) CONSULTANT NOT A PUBLIC OFFICIAL. CONSULTANT is not a "public official" for purposes of Government Code §§ 87200 et seq. CONSULTANT conducts research and arrives at his or her conclusions, advice, recommendation, or counsel independent of the control and direction of the CITY or any CITY official, other than normal contract monitoring. In addition, CONSULTANT possesses no authority with respect to any CITY decision beyond these conclusions, advice, recommendation, or counsel.

14) EMPLOYMENT DEVELOPMENT DEPARTMENT REPORTING REQUIREMENTS. When the CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONSULTANT shall provide the following information to CITY to comply with Employment Development Department (EDD) reporting requirements:

a) Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, Limited Liability Corporation, non-profit corporation or other form of organization.

b) If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.

c) If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT's federal tax identification number.

15) TERM OF THIS AGREEMENT. The term of this agreement shall be for a period of 4 years from the date this agreement was executed.

EXHIBIT D

INSURANCE REQUIREMENTS

CONSULTANT shall 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 CONSULTANT, his agents, representatives, or employees.

1) MINIMUM SCOPE AND LIMITS OF INSURANCE

a) Commercial General Liability coverage (occurrence Form CG 00 01) with minimum limits of \$1,000,000 per occurrence for bodily injury, personal injury, products and completed operations, and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b) Automobile Liability coverage (Form CA 00 01 with Code 1 – any auto) with minimum limits of \$1,000,000 per accident for bodily injury and property damage.

c) Workers' Compensation insurance as required by the State of California and Employers' Liability insurance, each in the amount of \$1,000,000 per accident for bodily injury or disease.

2) INDUSTRY SPECIFIC COVERAGES

If checked below, the following insurance is also required.

- ☐ Professional Liability Insurance / Errors and Omissions Liability in the minimum amount of \$1,000,000 per occurrence.
- ☐ Pollution Liability Insurance in the minimum amount of \$1,000,000 per occurrence
- ☐ Garage Keepers Insurance in the minimum amount of \$1,000,000 per occurrence
- ☐ Fidelity / Crime / Dishonesty Bond in the minimum amount of \$_____
- ☐ MCS-90 Endorsement to Business Automobile insurance for transportation of hazardous materials and pollutants
- ☐ Builder's Risk / Course of Construction Insurance in the minimum amount of \$_____.

3) INSURANCE PROVISIONS

a) 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 CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

b) The general and automobile liability policies (and if applicable, pollution liability, garage keepers liability and builder's risk policies) are to contain, or be endorsed to contain, the following provisions:

- i) The CITY, its officers, officials, employees and volunteers are to be covered as additional

insured's as respects: liability arising out of work or operations performed by or on behalf of the CONSULTANT; products and completed operations of the CONSULTANT; premises owned, occupied or used by the CONSULTANT; or automobiles owned, leased, hired or borrowed by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees or volunteers.

- ii) For any claims related to this project, the CONSULTANT's insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the CITY, its officers, officials, employees or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.
- iii) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the CITY, its officers, officials, employees or volunteers.
- iv) The CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- v) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.
- vi) The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the CONSULTANT's policy limits of coverage.

c) ACCEPTABILITY OF INSURER. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the CITY.

d) VERIFICATION OF COVERAGE. CONSULTANT shall furnish the CITY with original endorsements effecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the CITY or on forms equivalent to CG 20 10 11 85 subject to CITY approval. All insurance certificates and endorsements are to be received and approved by the CITY before work commences. At the request of the CITY, CONSULTANT shall provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

e) SUB-CONSULTANTS. CONSULTANT shall require all sub Consultants to procure and maintain insurance policies subject to the requirements of Exhibit D. Failure of CONSULTANT to verify existence of sub-CONSULTANT's insurance shall not relieve CONSULTANT from any claim arising from sub-CONSULTANTS work on behalf of CONSULTANT.

ATTACHMENT 7

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Ross, California, as of June 19, 2020, by and between the Town of Ross, a municipal corporation (the "TOWN") and Stradling Yocca Carlson & Rauth, a Professional Corporation. ("CONSULTANT"), who agree as follows:

1) SERVICES. Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to the TOWN consulting services for the TOWN for bond counsel and disclosure counsel services as described in Exhibit "A".

2) PAYMENT. TOWN shall pay CONSULTANT for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit "B." The payments specified in Exhibit "B" shall be the only payments to be made to CONSULTANT for services rendered pursuant to this Agreement. CONSULTANT shall submit all billings for said services to the TOWN in the manner specified in Exhibit "B."

3) GENERAL PROVISIONS. The general provisions set forth in Exhibit "C" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the provisions set forth in Exhibit "C" shall control.

4) INSURANCE REQUIREMENTS. The insurance requirements set forth in Exhibit "D" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the requirements set forth in Exhibit "D" shall control.

5) EXHIBITS. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

6) TERM. This Agreement shall commence on June 19, 2020 and shall terminate on June 19, 2023 unless extended by the mutual written agreement of the parties.

EXECUTED as of the day first above-stated.

Town of Ross, a municipal corporation

By: _____

Stradling Yocca Carlson & Rauth, a
Professional Corporation

By: _____

EXHIBIT "A"
SCOPE OF SERVICES

SCOPE OF SERVICES

A. **BOND COUNSEL SERVICES**

The Town retains Bond Counsel to provide, and Bond Counsel agrees to provide, legal services in connection with the formation of the Assessment District and the issuance by the Assessment District of bonds to be issued by the Assessment District (the "Assessment District Bonds"). Such services shall include the rendering of legal opinions (hereinafter called the "opinions") pertaining to the issuance of Assessment District Bonds to the effect that:

1. The Assessment District Bonds have been properly authorized and issued and are valid and binding obligations; and
2. The essential sources of security for Assessment District Bonds have been legally provided; and
3. Interest on Assessment District Bonds is exempt from California personal income taxation and is excluded from gross income for purposes of federal income taxes.

Bond Counsel's services will also include:

- i. Researching applicable laws and ordinances relating to the proposed formation of the Assessment District and the issuance of the Assessment District Bonds;
- ii. Attending conferences and consulting with Town staff and the Town Attorney regarding such laws, and the need for amendments thereto, or additional legislation;
- iii. Participating in meetings, conferences or discussions with any financial advisors, underwriters, the assessment engineer or other experts retained by the Town with respect to the formation of the Assessment District and the issuance of Assessment District Bonds;
- iv. Supervising and preparing documentation of the steps to be taken with respect to the formation of the Assessment District and the issuance of Assessment District Bonds, including:
 - a. Drafting all petitions, resolutions, notices, rules and regulations and other legal documents required for the

formation of the Assessment District and the issuance of Assessment District Bonds, and all other documents relating to the security of Assessment District Bonds, in consultation with the Town, the Town Attorney, the Town's financial advisor, underwriter, assessment engineer and other experts;

- b. Preparing the record of proceedings for the authorization, sale and issuance of Assessment District Bonds;
- c. Assisting in the preparation of the portions of any official statement or placement memorandum prepared for the public sale of Assessment District Bonds which relate to the terms of the Assessment District Bonds and the firm's legal opinion delivered with respect to the Bonds;
- d. Reviewing the purchase contracts or the bidding documents relating to the sale of Assessment District Bonds and participating in the related negotiations;
- e. Participating in meetings and other conferences scheduled by the Town, the Town's financial advisor or the underwriter;
- f. Consulting with prospective purchasers, their legal counsel and rating agencies;
- g. Consulting with counsel to the Town concerning any legislation or litigation which may affect Assessment District Bonds, the security for Assessment District Bonds, or any other matter related to the issuance of Assessment District Bonds;
- h. Consulting with any trustee or fiscal agent for Assessment District Bonds and their counsel;
- i. Preparing the form of Assessment District Bonds, and supervising their production or printing, signing, authentication and delivery;
- j. Rendering the final approving opinion as to the validity of Assessment District Bonds for use and distribution upon their issuance; and
- k. Rendering a legal opinion to the underwriter or purchaser of Assessment District Bonds as to the

applicability of the registration requirements of federal securities laws and the fair and accurate nature of those portions of any Official Statement prepared in accordance with (c) above.

B. DISCLOSURE COUNSEL SERVICES

In addition to the services set forth in Section A above, Bond Counsel agrees to prepare the Official Statement for each series of Assessment District Bonds.

C. PERSONNEL

The Town agrees to accept and Bond Counsel agrees to provide the aforementioned services primarily through Robert J. Whalen, Carol L. Lew Carlos Villafuerte and Nicolas G. Yeager.. If any one of the above attorneys is unable to provide such services due to death, disability or similar event, Bond Counsel reserves the right to substitute another of its attorneys, upon approval by the Town Manager, or his designee, to provide such services; and such substitution shall not alter or affect in any way Bond Counsel's or the Town's other obligations under this Agreement.

EXHIBIT "B"

PAYMENT

For the services rendered under Exhibit "A", Section A above, Bond Counsel will be paid a fee of \$35,000 for each issue of Assessment District Bonds, which will be payable only from Assessment District Bond proceeds. For the services to be rendered under Exhibit "A", Section B above, Bond Counsel will be paid the fee of \$25,000 for each issue of Assessment District Bonds for which an Official Statement is prepared, which will be payable only from Assessment District Bond proceeds.

The fees referenced in this Exhibit "B" assume that Assessment District Bonds will be issued in calendar year 2021. In the event Assessment District Bonds are not issued within that time, Bond Counsel reserves the right to make such modifications to the foregoing fees as the Town and Bond Counsel agree, as justified by reason of increased cost to Bond Counsel and the then prevailing fees for disclosure counsel and bond counsel services for bonds such as the Assessment District Bonds.

EXHIBIT "C"

GENERAL PROVISIONS

1) INDEPENDENT CONSULTANT. At all times during the term of this Agreement, CONSULTANT shall be an independent contractor and shall not be an employee of TOWN. TOWN shall have the right to control CONSULTANT only insofar as the results of CONSULTANT's services rendered pursuant to this Agreement; however, TOWN shall not have the right to control the means by which CONSULTANT accomplishes services rendered pursuant to this Agreement.

2) LICENSES; PERMITS; ETC. CONSULTANT represents and warrants to TOWN that CONSULTANT has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice CONSULTANT's profession. CONSULTANT represents and warrants to TOWN that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice his profession.

3) TIME. CONSULTANT shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONSULTANT's obligations pursuant to this Agreement.

4) CONSULTANT NOT AN AGENT. Except as TOWN may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of TOWN in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement, to bind TOWN to any obligation whatsoever.

5) ASSIGNMENT PROHIBITED. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

6) SUBCONTRACTING. CONSULTANT shall not subcontract any work or services under this Agreement without the express written consent of the TOWN. It is mutually understood and acknowledged that TOWN is entering into this Agreement with CONSULTANT in specific reliance on its professional qualifications.

7) PERSONNEL. Designation of additional or different personnel beyond those listed in Exhibit "A" by CONSULTANT shall not be made without the prior written consent of the TOWN. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that TOWN, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving notice from TOWN of the desire of TOWN for the removal of such person or persons.

8) STANDARD OF PERFORMANCE. CONSULTANT shall perform all services required pursuant to this Agreement. Services shall be performed in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices his profession. All products which CONSULTANT delivers to TOWN pursuant to this Agreement shall be prepared in a workmanlike manner and conform to the standards of quality normally observed by a person practicing in CONSULTANT's profession. TOWN shall be the sole judge as to whether the product of the CONSULTANT is satisfactory.

9) ACCOUNTING RECORDS. CONSULTANT shall maintain accounting records and other evidence pertaining to services performed under this Agreement, which records and documents shall be kept available during the term of this Agreement and thereafter for three years from the date of final payment.

10) CANCELLATION OF AGREEMENT. This Agreement may be canceled at any time by the TOWN at its discretion upon written notification to CONSULTANT. CONSULTANT is entitled to receive full payment for all services performed and all costs incurred up to and including the date of receipt of written notice to cease work on the project. CONSULTANT shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work. All completed and incomplete products up to the date of receipt of written notice to cease work shall become the property of TOWN.

11) PRODUCTS OF CONSULTING. All products of the CONSULTANT provided under this Agreement shall be the property of the TOWN.

12) CONFIDENTIALITY. In the course of providing services to TOWN, CONSULTANT may have access to confidential information, disclosure of which is protected or limited by law. CONSULTANT shall not directly or indirectly disclose or use any such confidential information, except as required for the performance of this Agreement or as otherwise authorized by the prior written consent of the TOWN.

13) INDEMNIFY AND HOLD HARMLESS.

a) To the fullest extent allowed by law, except for a claim, suit or action arising out of CONSULTANT'S acts or omissions related to the rendering of legal services which is addressed in Section 13(b) below, CONSULTANT shall indemnify, defend, and hold harmless the TOWN, its officers, agents, employees and volunteers from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by CONSULTANT or any person directly or indirectly employed by or acting as agent for CONSULTANT in the performance of this Agreement, including the concurrent or successive passive negligence of the TOWN, its

officers, agents, employees or volunteers.

It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

(b) With respect to a claim, suit or action arising out of CONSULTANT'S acts or omissions related to the rendering of legal services pursuant to this Agreement, CONSULTANT agrees to indemnify and hold the TOWN and its agents harmless from and against any and all third party claims, suits and actions, and all associated damages, settlements, losses, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees, to the extent finally determined to have resulted from CONSULTANT'S willful misconduct, intentional wrongdoing or negligent performance of the services set forth in this Agreement. Notwithstanding the foregoing, nothing herein shall (i) serve to expand CONSULTANT'S scope of professional responsibilities as set forth in law; (ii) extend any statute of limitations governing any claim arising from CONSULTANT'S acts or omissions; or (iii) waive any claims or defenses that CONSULTANT may have against the TOWN or any other party.

(c) Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies are determined to be applicable to any such damages or claims for damages.

(d) CONSULTANT'S responsibility for defense and/or indemnity as described above shall survive termination or completion of this Agreement for the full period of time allowed by law.

14) PROHIBITED INTERESTS. No employee of the TOWN shall have any direct financial interest in this agreement. This agreement shall be voidable at the option of the TOWN if this provision is violated.

15) LOCAL EMPLOYMENT POLICY. The TOWN desires wherever possible, to hire qualified local residents to work on town projects. Local resident is defined as a person who resides in Marin County. The TOWN encourages an active affirmative action program on the part of its contractors, consultants, and developers. When local projects require, subcontractors, contractors, consultants and developers will solicit proposals from qualified local firms where possible.

As a way of responding to the provisions of the Davis-Bacon Act and this program, contractor, consultants, and developers will be asked, to provide no more frequently than monthly, a report which lists the employee's name, job class, hours worked, salary paid, city of residence, and ethnic origin.

16) EMPLOYMENT DEVELOPMENT DEPARTMENT REPORTING REQUIREMENTS. When the TOWN executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar

year, CONSULTANT shall provide the following information to TOWN to comply with Employment Development Department (EDD) reporting requirements:

a) Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.

b) If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.

c) If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT'S federal tax identification number.

EXHIBIT "D"

INSURANCE REQUIREMENTS

CONSULTANT shall 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 CONSULTANT, its agents, representatives, or employees.

1) MINIMUM SCOPE AND LIMITS OF INSURANCE

a) Commercial General Liability coverage (occurrence Form CG 00 01) with minimum limits of \$1,000,000 per occurrence for bodily injury, personal injury, products and completed operations, and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b) Automobile Liability coverage (Form CA 00 01 with Code 1 – any auto) with minimum limits of \$1,000,000 per accident for bodily injury and property damage.

c) Workers' Compensation insurance as required by the State of California and Employers' Liability insurance, each in the amount of \$1,000,000 per accident for bodily injury or disease.

2) INDUSTRY SPECIFIC COVERAGES

If checked below, the following insurance is also required.

- ☒ Professional Liability Insurance / Errors and Omissions Liability in the minimum amount of \$1,000,000 per occurrence.
- ☐ Pollution Liability Insurance in the minimum amount of \$1,000,000 per occurrence
- ☐ Garage Keepers Insurance in the minimum amount of \$1,000,000 per occurrence
- ☐ Fidelity / Crime / Dishonesty Bond in the minimum amount of \$_____
- ☐ MCS-90 Endorsement to Business Automobile insurance for transportation of hazardous materials and pollutants
- ☐ Builder's Risk / Course of Construction Insurance in the minimum amount of \$_____.

3) INSURANCE PROVISIONS

a) DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles or self-insured retentions must be declared to and approved by the TOWN. At the option of the TOWN, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the TOWN, its officers, officials, employees and volunteers; or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

b) The general and automobile liability policies (and if applicable, pollution liability, garage keepers' liability and builder's risk policies) are to contain, or be endorsed to contain, the following provisions:

- i) The TOWN, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the CONSULTANT; products and completed operations of the CONSULTANT; premises owned, occupied or used by the CONSULTANT; and automobiles owned, leased, hired or borrowed by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the TOWN, its officers, officials, employees or volunteers.
- ii) For any claims related to this project, the CONSULTANT'S insurance coverage shall be primary insurance as respects the TOWN, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the TOWN, its officers, officials, employees or volunteers shall be excess of the CONSULTANT'S insurance and shall not contribute with it.
- iii) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the TOWN, its officers, officials, employees or volunteers.
- iv) The CONSULTANT'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- v) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the TOWN.
- vi) The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the CONSULTANT'S policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

c) ACCEPTABILITY OF INSURER. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the TOWN.

d) VERIFICATION OF COVERAGE. CONSULTANT shall furnish the TOWN with original endorsements effecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the TOWN or on forms equivalent to CG 20 10 11 85 subject to TOWN approval. All insurance certificates and endorsements are to be received and approved by the TOWN before work commences. At the request of the TOWN, CONSULTANT shall provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

e) SUB-CONTRACTORS. CONSULTANT shall require all subcontractors to procure and maintain insurance policies subject to the requirements of Exhibit D. Failure of CONSULTANT to verify existence of sub-contractor's insurance shall not relieve CONSULTANT from any claim arising from sub-contractors work on behalf of CONSULTANT.

ATTACHMENT 8

**Underground Utility District Formation
Policies and Procedures
Adopted November 14, 2019**

Policy & Procedures for the Utility Undergrounding of Residential Neighborhoods

1. Background and General Overview

Over the past few years, residents have asked the Town of Ross (Town) about the possibility of undergrounding existing utility poles and lines. In addition, the Town's General Plan (2007-25) sets a goal of pursuing undergrounding of utilities: "Undertake a program to underground utilities in Town neighborhoods if an investigation shows resident financial support for such action or if alternative viable funding mechanisms can be developed." (General Plan, p. 18)

The Town supports undergrounding overhead utility wires and poles. Undergrounding improves public safety for fire, earthquake and high wind conditions; reduces utility company maintenance costs for tree trimming; and improves aesthetics of our Town.

Utility poles can be independently owned or jointly owned by electric, telephone and/or cable TV companies. The majority of poles located in Town are owned by Pacific Gas and Electric (PG&E) and usually carry other utilities including phone and cable television.

At a general level, these policies outline basic considerations and actions to form an assessment district to finance costs associated with undergrounding utility lines. The policies are provided to guide property owners in achieving and paying for undergrounding utilities in their neighborhoods, and to assist Town Council, Staff and consultants in such efforts. Given the general nature of the policies and the unique characteristics of different undergrounding utility districts, specific issues not specifically addressed in this document will need to be addressed and determined by Town staff and Council as various districts proceed.

The most common financing method for property owners to finance utility undergrounding is through the creation of an assessment district established by the Town under California state law. These districts impose a special assessment on properties benefitted by undergrounding. Unless contributions are available from sources other than the Town's general fund, property owners must assume that 100% of the costs of the special benefit provided to property owners by undergrounding project would be assessed to the properties in the district. Additionally, to the extent that there is a general benefit as defined by California state law, the Town is willing to contribute up to \$25,000 for that cost, and any other costs shall be reimbursed by the Property Owners.

If any provision contained in this policy is in conflict with, or inconsistent with, any provision in Ross Municipal Code, the provision contained in the Municipal Code shall govern and control.

Formation of an assessment district also provides a means to:

- Identify parcels specially or generally benefitted;
- Provide for design and implementation of the project within public right of ways;
- Provide for sharing a portion of the total cost by imposing assessments;
- Provide for bond financing of the project for those who wish to pay over time.

Once the petition is approved by the Town staff, the entire undergrounding process is estimated to take between two to seven years (assuming no legal actions/challenges) depending on the size and complexity of the project. The duration of the process will be affected by factors such as utility company responsiveness and financial condition, complexity and size of the project, Town staffing priorities, and how responsive and cooperative residents are to reestablishing utility services.

Although these policies and procedures have been developed to assist homeowners, it may still be more timely for a group of individual property owners to work directly with utility companies instead of involving the Town to underground a small number of utility lines in their neighborhoods. For example, neighbors particularly in small areas with unanimous neighbor support could work together to remove some power poles and lines in their neighborhood by directly working with an engineer, PG&E and any other utilities, a qualified contractor, and cash finance the facilities (no bond financing is used or district required). In this case, the Town's role is to regulate the construction in the right-of-way.

There are five phases for undergrounding utilities in a neighborhood:

I. Exploratory Phase

II. Petition Phase

III. Engineering and Legal Services Cost Proposals Phase

IV. Assessment District Formation and Formal Votes (Weighted & Parcel) Phase

V. Construction Phase

These procedures outline the steps required to complete each phase.

2. Procedures

I. Exploratory Phase

- 2.1 Step 1: Obtain Packet of Information - Obtain a copy of the Utility Undergrounding Policies and Procedures from the Town.
- 2.2 Step 2: Form A Neighborhood Committee - Property owners should form a local committee of interested residents (Neighborhood Committee) to assist with the project. A Neighborhood Committee of three to five residents is probably sufficient. The Neighborhood Committee is responsible for organizing neighborhood meetings, gathering support, and distributing information about the project. They should

provide the Town with the name of the individual who is their single point of contact.

- 2.3 Step 3: Kick-Off Meeting – The Neighborhood Committee contacts the Town Engineer at Town Hall, 31 Sir Francis Drake, to schedule a kick-off meeting. The purpose of the meeting will be to review the undergrounding policies and procedures, select initial project boundaries, and answer questions.
- 2.4 Step 4: Obtain Preliminary Estimates for Project Cost - The Neighborhood Committee then hires a Civil Engineer to provide rough estimates for the project based on the boundaries selected during the kickoff meeting. (Acquiring pertinent cost information from PG&E and other utilities (as applicable) could take several months.) The rough estimates should include a conservative contingency amount to address potential unforeseen costs during construction.

The California Public Utilities Commission (CPUC) regulates PG&E, communications providers (e.g., AT&T), as well as other utility providers in the state. For PG&E, the CPUC requires that the minimum size residential block to be included in an underground assessment district includes contiguous parcels on both sides of a street for at least one block or 600-feet long, whichever is shorter. AT&T has a similar minimum requirement. In addition, since assessment districts require assessment engineering, public hearings, legal review and bond costs, it may not be financially beneficial for residents to participate in smaller undergrounding projects.

- 2.5 Step 5: Neighborhood Meeting to Gauge Support for Project - Based on the estimates provided by the affected utilities, an approximate average cost per parcel estimate can be made. At this point, the Neighborhood Committee holds a neighborhood meeting to gauge support for the project. The Town will provide the Neighborhood Committee with a listing of all property owners for the project area (Property Owners). Property Owners, not renters, must be contacted. (Renters do not have the right to cast a ballot on the creation of the assessment district.)
- 2.6 Based on the consensus of the Neighborhood Committee and the neighbors, the project will either move forward or terminate at this time.

II. Petition Phase

- 2.7 Step 1: Informal Boundary Map - As part of the Petition process, the Neighborhood Committee prepares an informal boundary map showing the area proposed to be included in the district. The Town will review this map and may suggest changes, as required to satisfy utility companies' requirements and potentially requests of adjacent property owners who wish to "opt out". "Opt out" requests are limited to end parcels only and shall be resolved by the Neighborhood Committee prior to the Council adopting the Resolution of Intention.

- 2.8 Step 2: Circulate Petitions of Interest - Assuming there is support for the project, a formal written Petition of Interest shall be circulated to all of the Property Owners within the proposed district boundary with the Neighborhood Committee certifying in writing to the Town staff that it was provided to all Property Owners. The form of the Petition of Interest is included in Attachment A (which may be circulated in counterparts). The Neighborhood Committee must provide Property Owners in the proposed district the approximate costs of undergrounding (excluding the service lateral hook-up cost, which is each individual Property Owner's responsibility) as well as the area proposed for undergrounding. The Petition of Interest must be supported by at least sixty five percent (65%) of all Property Owners in the prospective district. Signing the Petition of Interest is not a vote, nor does it commit the Town to the initial estimate given. (Later in the process, all Property Owners will receive a more precise estimate, and then will have the opportunity to officially vote for or against the project on a weighted basis as well as on a parcel basis.)
- 2.9 Step 3: Submit the Petition of Interest - Once the Committee has contacted Property Owners and received at least 65% in support of the project, the Neighborhood Committee submits the Petition of Interest to the Town to be verified.
- 2.10 Step 4: Town Verifies Signatures - The Town will verify that at least 65% of the signatures on the petition are valid Property Owners in the proposed district, as shown on the last County's assessors roll. In the event that the Neighborhood Committee fails to meet the 65% requirement, it will have to decide whether to continue the project by seeking additional support or modifying the project boundaries, if possible, or terminate the project.

III. Engineering and Legal Services Cost Proposals Phase

- 2.11 Assessment Engineer: After the petition threshold is met, the Town will contact and request a cost proposal from an experienced Assessment Engineer (Engineer-of-Work). In general, the scope of work will cover the preparation of cost estimates, plans and specifications, assessment engineer's report, notice and ballots, and other documents necessary to form the assessment district.
- 2.12 Legal and Other Professional Services: The Town will contact and request a cost proposal for legal assessment advisory services. These services are required to help advise the Town on the size, structure, procedures and transaction requirements of the assessment bond. The Town will contact and request other professional services as required and/or needed.
- 2.13 Property Owners or a subset of Property Owners Must Pay for Engineering and Legal Services Costs in Advance: In addition, the Property Owners or a subset of Property Owners must pay the Town in advance for the Engineering and Legal Services Cost Proposals. In addition, PG&E, AT&T and possibly the cable TV companies may

require their design costs to be paid in advance by the Property Owners or a subset of Property Owners to prepare construction plans and specifications.

It should be understood by all Property Owners in the district that these pre-assessment formation costs are estimates only, and actual costs will depend on the size of the district, complexity of the project and the market costs for the preliminary services required to form the district.

2.14 Deposit and Release Agreement Required from Property Owners (or a Subset) for

Engineering and Legal Services Costs - The Property Owners must raise funds for the assessment engineering, legal advisory services, Town non-staff costs, utility company design costs and any preliminary and incidental costs determined by the Town to be necessary and appropriate ("Contributors"). The Contributors making any such deposits may be all of the Property Owners or a subset of the Property Owners. The full amount for these services must be deposited by the Contributors with the Town prior to Town staff bringing the project to the Town Council for consideration. (Please note that these costs may be significant and could be in the hundreds-of-thousands of dollars.) Upon receipt of a satisfactory petition, deposit and informal boundary map, the Town will begin the process of preparing the necessary reports and documents to present to Council for consideration of the Resolution of Intention. Should the deposited funds from the Contributors not cover the necessary costs during the course of the assessment formation, the Town will notify the Contributors of the need to supplement the deposit. Once supplemented, the Town will continue processing the formation of the proposed assessment district. Please note that if for any reason the district is not formed and/or fails to issue the bonds, the Contributors will receive back only the amount of their contributions that have not been spent, if any, as calculated in proportion to the full Deposit for the Proposed District, as determined by the Town in its sole discretion. If the district is formed, these costs can be credited against the Contributor's assessment, or refunded to the Contributors and added to the total assessment costs. Every Contributor must also execute the Underground Assessment District Deposit and Release Agreement protecting the Town for the costs of these services in a form attached as Attachment B to this policy. Additionally, the Town expects the Contributors to indemnify the Town should there be any lawsuit challenging the formation of the Proposed District.

- 2.15 Town Staff, Attorney and Consultant Costs - Some Town Staff time will be needed to assist property owners with forming an underground assessment district (e.g., from Public Works, Finance, and the Administrative departments). The Town will track staff costs including all overhead from the outset. If a district is formed, these costs will be added into the assessment. If for any reason a district is not formed, the Town will absorb these costs. However, all costs associated with the Town Attorney's time and all consultants hired by the Town for this project must be paid for in advance by the Property Owners or a subset of Property Owners which, like

other costs, can be added to the cost of the assessment and reimbursed if a district is formed.

2.16 First Town Council Meeting - Resolution of Intention and, Approval of Consultant Contracts

Once the appropriate funds have been deposited by the Property Owners or a subset of Property Owners for the engineering and legal services, Town staff will prepare a request to the Town Council to consider the approval the proposed district boundary map and the consultant contracts for the preparation of an Engineer's Report and preliminary assessment process. All residents and Property Owners within the proposed assessment district will be notified in writing by the Town about the proposed undergrounding project as well as the date and time for the first Town Council meeting.

The Engineer-of-Work prepares an Engineer's Report for the district, as required by law, which includes the estimates of costs, the proposed assessment for each parcel in the district, the formal maps of the district, and the plans and specifications for the construction work. In addition, the Report explains the method for distributing the cost of the project among the Property Owners. Also, at this point, the Town would formally request that the utilities prepare detailed plans and specifications for the project. Property Owners or a subset of Property Owners may be required to pay for all costs associated with utility company design in advance.

It is important to note that should the assessment district be approved, both the cost for preparing the Engineer's Report and the cost of preparing the plans and specifications can be added to the total cost of the assessment. However, if the assessment district is not approved, the Town's staff costs will not be recovered; but Property Owners or a subset of Property Owners must cover all legal services and consultant fees related to the proposed district.

Also, at the first Council meeting, the Council shall consider adopting the Resolution of Intention to make acquisitions and improvements, which formally begins the assessment process.

With the Resolution of Intention, the Town will enter into professional consulting contracts with a Bond Counsel and Engineer-of-Work. Bond Counsel directs all legal proceedings to establish the district, including Council resolutions, notices, forms of documents and instructions, including the levy of the assessments and issuance of bonds. Except for advisory services to Property Owners, Bond Counsel is paid only if the bonds are actually issued except for any preliminary work done, which the Property Owners or a subset of Property Owners must cover.

IV. Assessment District Formation and Formal Votes (Weighted & Parcel) Phase

The Town will seek to fund utility undergrounding on residential streets by establishing a traditional assessment district, as provided by state law in the Municipal Improvement Act of 1913, which provides for assessments to raise money for public improvements, subject to the requirement of Proposition 218 that such an assessment will not be imposed if a majority (50% of the total amount assessed to all parcels returning ballots, plus \$1.00 or a different threshold as established by the Town) of those returning ballots oppose the assessment or it fails to pass the Town Policy voting threshold stated later in this document. At the Property Owners' or a subset of Property Owners cost, the Town will be responsible for contracting with the appropriate professionals and contractors to provide services from initial assessment formation through final construction.

The procedures, events and steps described are governed by state law and guidelines of the CPUC (regulating PG&E and other utilities) about the physical and financial requirements for utility undergrounding projects. The Town must comply with these laws and regulations then in effect, while taking appropriate actions to coordinate the project from its inception to its completion.

Assessment districts help residents finance the cost of this work on an annual basis through their property tax bill, typically over a 20 to 30-year period. This process requires the Town to manage the design and construction of the utility undergrounding with some or all of these costs eligible for repayment to the Town through the annual assessment. The Town is also obligated to administer the district and levy the property assessment on an annual basis. These costs are eligible for repayment to the Town through the annual assessment.

The Town will retain the Assessment Engineer or Engineer-of-Work for the assessment district, along with Bond Counsel and the bond Underwriter. The Engineer-of-Work will prepare an estimate of all costs of the project. Those costs will include construction cost estimates (based on information from the utilities) including a prudent and conservative contingency to allow for unforeseen costs during construction, and an allowance for the Town's administrative costs calculated to reimburse the Town for Town staff work on the project and bond issuance costs.

That net cost will be apportioned, or "assessed," to each of the parcels in the district based on how each parcel is specially benefited from the undergrounding work. Under Proposition 218, the Engineer-of-Work is responsible for defining the special benefit each parcel receives, and may also consider a variety of factors in defining that benefit. The method of allocating the special benefit may vary from district to district depending on the conditions of and the improvement for each such district.

Under state law, the Town Council must hold a public hearing and conduct an assessment ballot to seek approval of the assessment part of the district.

Ballot Protest Threshold: The Town approval level required to move forward with the district is set at no more ballot protest than 50% of the weighted assessments returning a ballot on the assessment.

Majority of Parcels Approving: In addition, the Town Council also requires that a majority of parcels returning a ballot approve the assessment.

If no more than 50% of the weighted votes object and more than 50% of the parcels approve, then the Town may proceed with the assessment and the district. The assessment may then be paid either in cash up front by each Property Owner, or allowed to "go to bond" to be financed at tax-exempt municipal bond rates for up to 30 years. Bonded assessments are collected on the Marin County tax bill. The assessment is not a personal obligation of the Property Owner and it passes with title of the property assessed, like regular property taxes. Bond Counsel and the bond underwriter will prepare documents needed for the bonds.

Second Town Council Meeting - The Engineer-of-Work prepares and files the following items with the Town Clerk:

- Engineer's Report
- Map of Proposed Boundaries and Assessment Diagram for the district.
- Plans & Specifications for Project.

All necessary resolutions will be prepared for the Town Council in compliance with state law including environmental review consistent with CEQA. If the Town Council accepts the Engineer's Report and approves the Resolutions, the Town will call for bids for the sale of bonds and for the construction of the project.

At this time, the Town Council, in its sole and absolute discretion, may adopt a Resolution Preliminarily Approving the Engineer's Report, the District Formation/Boundary Map, and Approving Plans and Specifications and Calling for Bids for Construction.

If adopted, and immediately following the Second Council Meeting, the Town Clerk, in coordination with the Engineer-of-Work and Legal Bond Counsel, takes the following actions:

- Town Clerk mails Notices of Proposed Assessments and Ballots to Property Owners at least 45 days prior to the Public Hearing.
- Town Clerk records Map of Proposed Boundaries of the District.
- Town Clerk coordinates publication of call for bids for construction (if appropriate).

Informational Workshop, Mailed Ballots - In the 45-day period after the Second Town Council meeting, Town Staff and the consultants hold a Workshop with Property Owners concerning the project and proposed financing. At this point, a more accurate, but not final, cost estimate will have been completed. At the Workshop, Town staff will provide the cost estimates and explain the remaining steps in the process.

Town Opens Construction Bids - The Town will solicit and open construction bids. The Engineer-of-Work and Town Staff receive and analyze construction bids approximately two weeks prior to the date set for the public hearing so that adjustments may be made to assessment amounts. The Town will notify Property Owners of bid results.

The Town will mail the official ballots to the Property Owners. The Property Owners will have a specified period of time to review the updated costs and return their ballots either in favor or against the project. In compliance with state law, the ballots will be weighted according to the level of benefit each Property Owner receives by the project. In other words, properties having a higher District assessment will have a higher weighted ballot. Additionally, ballots will be tabulated to determine if a majority of Property Owners returning the ballot support the District formation.

Prior to, or as a part of the Third Town Council Meeting, The Council will hear any requests for special exemptions to allow a private service pole to be constructed and the overhead service lateral to remain, on such terms as the Council may deem appropriate. Exemption requests will only be considered in cases of unusual circumstances as specified in RMC 15.28.050.

Third Town Council Meeting - Public Hearing and Ballot Count - At a Council meeting held at least 45 days following mailing of the Notice of Proposed Assessments, the Town Council conducts the following proceedings:

- Hold a public hearing
- Hear any comments for or against the assessment
- Close the public hearing
- Open and count the ballots

The Town Clerk opens and counts the ballots. Only valid ballots actually received by the end of the hearing are counted. Unsigned, unreadable or unmarked ballots are not valid. If the ballots received are either (i) more than 50% weighted against forming the District, or (ii) less than a majority of Parcels voting approve the District, then the assessment proceedings will be abandoned. This would then formally end the process.

If the Property Owners' votes do not end in abandonment based on these percentages, then the Town Council will consider adopting the requisite resolution to form the district. If the Town Council does adopt the requisite resolution to form the district, Council will order the assessment diagram and notice of assessment to be recorded with the County Recorder by adopting the Resolution Adopting Engineer's Report, Confirming Assessments and Directing Actions with Respect Thereto. This resolution levies the assessment, directs recordings and filings for the assessment lien, and directs the cash payment period.

Immediately After the Third Town Council Meeting, If Approved - The Town Clerk, Engineer-of-Work and Bond Counsel will take the following actions:

- File and Record Assessments, Notices of Assessment and Assessment Diagram

- Publish Notice to Pay Assessments
- Mail Notices to Pay Assessment to each Property Owner

Property Owners have 30 Days to pay the assessment, or have a lien recorded - An official notice from the Town will be mailed to each Property Owner informing them of the creation of the assessment district and the amount due. The Property Owners will then have 30 days if they wish to pay for the assessment up front. Alternatively, any unpaid assessments will be recorded as a lien on the property and will be paid over a period not to exceed 30 years. The Town will provide the County Auditor with a list of all of the unpaid assessments. The unpaid portion will be added to the Auditor's tax roll and will be billed on the property tax bill. This will also be the time when Senior citizens or other qualified individuals can seek to have the assessment deferred until the transfer or sale of their home (as available).

Fourth Town Council Meeting: Town Council Awards Construction and Bond Sale Contracts - The Council will award contracts for the construction work and the authorization for the issuance of bonds. The proceeds from the bond sale will be used to pay for the cost of the project. The bonds will be repaid through the payment of the assessment.

An Underwriter will be hired by the Town to issue the assessment bonds. The Underwriter is responsible for helping to estimate the costs of the bonds and in pricing, selling and delivering the bonds to the bond market. The Underwriter is paid only from the bond issue and only if bonds are issued.

Following Town Council action, the Town's Finance Director and Underwriter will price the bond issue, and the Town will execute the Bond Purchase Agreement (sells bonds) and Preliminary Official Statement (describes bonds for market). Approximately two weeks later, the bonds are delivered to the Underwriter in exchange for the purchase price under the Bond Purchase Agreement. This provides the funds to pay for the underground project and its related costs.

V. Construction Phase

Construction Begins - The Neighborhood Committee will organize a meeting with the Town Engineer and the Contractor to discuss construction details and timelines. In addition, information will be provided to Property Owners regarding hooking-up to the underground system ("laterals") once construction is complete.

Every effort will be made to minimize the disruption caused by the construction. However, there will be times when heavy equipment will be on neighborhood streets, there may be delays in accessing streets, there will be construction noise and dust, and vegetation may be damaged or destroyed. In order to get the wires underground, trenches will be dug so the utility conduits can be placed. The Town Engineer will be available to answer questions and concerns throughout the construction phase of the project.

Official Notice to Connect to the Underground System - Once construction of undergrounding the utilities in the right-of-way is complete, an official notice from the Town will be mailed to Property Owners explaining that they are now required to hook-up to the underground system (install "laterals").

The costs of individual service connections to the underground facilities are borne by each Property Owner and are not included in the assessment.

Property Owners Hook-up to the System – The Property Owners shall comply with the procedures set forth in Ross Municipal Code section 15.28 to connect their house utility service lines to the new underground system. The most cost-effective approach to providing underground lines on private property and reconnecting utility services is for Property Owners to use the services of one contractor, which may be the same contractor(s) as the ones installing the new underground lines in the streets. The Town will help facilitate this effort, which will require Property Owners to provide written consent for contractors to enter their private property to make the necessary connections and underground facilities.

Utilities remove poles, wires, and work completed - After 100% of the properties within the district have connected to the underground system, the utility companies will switch the system from overhead to underground and then remove the poles and wires from the area.

From the bond proceeds, the Town will pay the final bills and costs, including any remaining legal and administrative costs incurred by the Town for the project. If there is any surplus remaining from the bond amount, the Town Council may take action to provide any further improvements needed to complete the project and/or distribute any surplus as provided by law.

ATTACHMENT A

Utility Undergrounding Neighborhood Project Petition of Interest Form

Town Council
Town of Ross, California

We the undersigned, owners of more than 65% of the parcels shown on attached Map No.____, which are subject to assessment for the proposed improvement requested hereby if the District is formed and approved by property owner ballot, do respectfully petition the Town Council to institute the necessary proceedings for the improvement of undergrounding of existing aerial utility facilities, including electrical, telephone, and cable television. Improvements consist of construction of necessary substructures (trenching, conduit, manholes, and vaults) with associated engineering and administrative services and all appurtenant work thereto. There are _____ Parcels within the proposed District.

The owners understand that if an assessment district is formed as we have petitioned, all associated costs will be assessed against those properties that will receive special benefit from the undergrounding of the utilities, and that the final annual assessment is still to be determined. The petitioner's preliminary estimates, the total rough estimated cost of the assessment district work is \$_____. The cost of converting our private property so that we can connect our residences to the underground utilities is not included in this figure and will not be financed through the assessment district, but will instead be funded by each individual property owner

In submitting this petition we are not waiving our right (a) to object to or protest the levy of the assessments if we do not agree with the amount of the assessment proposed to be levied on our property or (b) to submit an assessment ballot in opposition to the levy of the proposed assessment on our property if we do not agree with the amount of such proposed assessment. We are aware that we can access the Town's Undergrounding District Formation Policy and Frequently Asked Question information documents on the Town website.

It is requested that the proceedings for this improvement be instituted under the combined proceedings of the "Improvement Act of 1913" being Division 12 of the Streets and Highways Code of the State of California and Article XIII D of the State Constitution (Prop 218).

Property Address	Owner Last Name (Print)	Owner First Name (Print)	Owner Mailing Address	Owner Signature	Date

ATTACHMENT B

UNDERGROUND ASSESSMENT DISTRICT DEPOSIT AND RELEASE AGREEMENT

This Underground Assessment District Agreement ("Agreement") is entered into effective as of _____, 2019 (the "Effective Date") by and between the Town of Ross, a California Municipal Corporation ("Town") and _____ ("Contributor"). Town and Contributor are referred to collectively herein as the "Parties" and each individually as a "Party."

RECITALS

- A. The Town supports the undergrounding of overhead utility wires and poles and has adopted policies and procedures for the formation of utility undergrounding assessment districts ("Town Policy") to assist and guide property owners in achieving undergrounding of utilities in their neighborhoods; and
- B. Under the Town Policy, property owner proponents may seek to form a special assessment district to finance the undergrounding of utilities that service their properties by submitting a written petition to the Town showing the support by the owners in the prospective district. Along with the petition, the proponents must submit an informal boundary map showing the parcels proposed to be included in the assessment district and a deposit to cover the estimated costs of district formation; and
- C. The deposit for district formation costs ("Deposit") is used to cover design, engineering and construction cost estimates and legal advisory services that must be completed before a special assessment district may be formed. If an assessment district is formed and bonds are issued to fund the district, then the Town refunds or credits the funds that made up the Deposit to the property owner proponents in proportion to their contribution; and
- D. Property owners have proposed the formation of a special assessment district for the undergrounding of utilities in the _____ area of the Town ("Proposed District"). Should a petition to form the Proposed District be submitted to the Town, a Deposit for preliminary formation costs must be submitted following signature verification by the Town, but prior to the Town Council approving any consultant contracts; and
- E. If the Proposed District is approved and formed pursuant to all applicable laws and the Town Policy, the Parties expect that the Proposed District will be funded through the issuance of bonds to pay for the proposed utility undergrounding work ("Proposed District Bonds"); and
- F. Contributor is an owner of a parcel of real property located within the Town and located within the Proposed District; and

- G. Contributor would like to contribute to the Deposit necessary to fund the district formation costs for the Proposed District.

AGREEMENT

In consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Contributor Submission of Deposit. Contributor hereby submits funds in the amount of \$ _____ as part of the Deposit for the Proposed District ("Contributor Deposit"). The Contributor Deposit will be used by the Town for planning, design, engineering, and advisory activities relating to the formation of the Proposed District in the same manner and for the same purposes as the other deposits submitted by other property Contributors for the Proposed District and in accordance with the Town Policy.
2. Reimbursement Obligation. The Contributor's Deposit will be refunded to Contributor in accordance with the Town Policy. If the Proposed District is formed, the Proposed District Bonds are issued, and the Town receives funding from the Proposed District Bonds, upon election of the Contributor, the Town will either refund the Contributor Deposit to Contributor in full, or credit the funds that made up the Deposit towards the Contributor's assessment. However, if the Proposed District is not formed or if the Proposed District Bonds are not issued and paid to the Town, then Contributor will receive only the unspent amount of the Contributor Deposit, as calculated in proportion to the full Deposit for the Proposed District, as determined by the Town in its sole discretion.
3. Town Retains Full Discretion. Nothing in this Agreement shall be construed as a commitment by Town to grant or issue any approvals, or permissions for or in connection with the Proposed District. Nothing in this Agreement limits Town's discretion, in any manner, with respect to any aspect of the Proposed District.
4. Release. Except as otherwise expressly set forth in this Agreement, the Contributor hereby agrees to hold harmless and to release and forever discharge the Town, together with its Town Council, agents, representatives, trustees, employees, officers, directors, partners, attorneys, successors, assigns, heirs, personal representatives and executors, and all persons, firms, associations, co-partners, co-venturers, insurers, contractors, engineers, subcontractors, subsidiaries, parents, affiliates, or corporations connected therewith, from any and all claims, debts, liabilities, demands, obligations, costs, expenses, attorneys' fees, actions, and causes of actions of every nature, character, and description whether known or unknown, relating to and/or arising out of the formation of the Proposed District.

5. Waiver of California Civil Code Section 1542. The Contributor hereby acknowledges that it is aware of the provisions of Civil Code section 1542, which provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

Having been so informed, the Contributor hereby elects to and does waive the provisions and benefits of Civil Code section 1542 with respect to any unknown claims referenced in Section 5 above, effective upon the execution of this Agreement.

Contributor's Initials

6. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the matters set forth herein. Any amendments, modifications, or changes to this Agreement shall be in writing and signed by both Parties. This Agreement may not be assigned without the express written consent of the Town, which consent shall not be unreasonably withheld.
7. Authorization to Execute. Each party represents that the individual signing this Agreement is authorized to bind the party on whose behalf he or she signs.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first written above.

CONTRIBUTOR:

By:

Contributor (Name)

Its: _____

TOWN:

Town of Ross, a California municipal corporation

By:

Town Manager

APPROVED AS TO FORM AND CONTENT

By: _____
Benjamin L. Stock, Esq.
Town Attorney

Dated: _____

ATTACHMENT C

GLOSSARY OF TERMS

Assessment Diagram	The official map submitted to the County Recorder identifying all of the effected parcels and subdivisions.
Assessment District	The parcels of land specified in the Assessment Diagram that are required to pay for the undergrounding project.
Assessment Spread	The method by which the total costs are divided amongst the parcels identified in the Assessment Diagram.
Assessor's Parcel Number	The County's official identification of a parcel of land.
Boundary Map	See Assessment Diagram.
Certificate of Sufficiency	The Town of Ross requires that at least 65% of the affected property owners sign a petition supporting the formation of an assessment district. The Engineer of Work will certify that at least 65% of the affected property owners have signed the petition.
Engineer of Work	A duly registered Professional Engineer directed to prepare the Engineer's Report.
Engineer's Report	The official report provided to the Town Council and available to each affected property owner detailing the estimated cost of the project, the method of calculating the assessment, and a detailed assessment diagram.
Municipal Improvement Act of 1913	The legal authority under which assessments for improvements can be made. Division 12 of the California Streets and Highways Code.
Proposition 218	Approved by California voters in 1996, added Article XIID to the State Constitution (Prop. 218) requires, among other things, that owners of property proposed for any new or increased special assessment receive a ballot for casting approval or disapproval.
Resident Petition	The official Town petition that must be signed by at least 65% of the property owners within the proposed district.
Resolution of Intention	A Resolution of the Town Council formalizing its intention to create an Assessment District after receiving petitions.
Utility Undergrounding	The process of placing existing overhead utility wires and facilities underground.
Weighted Ballot	Under Prop. 218, each property owner in a proposed assessment district receive a weighted ballot proportional to the benefit received from the assessment. Meaning the higher the benefit, the greater the weight of the ballot.